

COMMITTEE OF THE WHOLE

APRIL 21, 2025

6:00 PM

1. NO COMMITTEE OF THE WHOLE

Citizen Participation

The Lewistown City Commission welcomes you to its public meeting. The Commission appreciates your participation and values your input in our decision-making process. Your input and suggestions are important to the Commission as we discuss important issues affecting all of us in Lewistown.

We ask that you silence your cell phone before the meeting begins and please refrain from using your cell phone during the meeting. Thank you.

The City Commission thanks public members for respectfully and courteously providing constructive and valuable information.

The Public is invited to speak on any issue under discussion by the Commission, after recognition by the presiding officer.

Public members who are recognized by the presiding officer shall:

- *Stand*
- *Give his/her name and address for the record*
- *If applicable give the person, firm, or organization he/she represents*
- *Address comments to the presiding officer and not to individual members or staff*
- *Limit comments to the matter of fact listed on the agenda unless recognized in the 'Citizen Requests' portions*
- *Keep comments brief to ensure adequate time for additional comment and commission business*
- *Prepared statements are welcome and should be given to the Clerk of the Commission. Prepared statements that are also read, however, may be deemed unduly repetitious if they are lengthy. All prepared statements shall become part of the official record.*

In the event that there is a large number of people wanting to comment in a meeting or hearing, the presiding officer reserves the right to impose a time limit on comments to ensure adequate time for public comment and Commission business.

Impertinent or slanderous remarks towards city officials, staff or other members of the public, or other boisterous, disorderly or disruptive behavior during a Commission meeting are not permitted. Swearing, derogatory language, threats, personal attacks, heckling or similar behavior may be considered impertinent and/or disruptive. Any person exhibiting such behavior during the Commission meeting may be admonished to cease that behavior or risk being asked to vacate the Commission chambers. If such behavior continues after the admonishment, the presiding officer may request that person to vacate the Commission chambers, unless permission to remain is granted by vote of the Commission.

NOTICE FOR, AND AGENDA FOR, A REGULAR MEETING OF THE CITY COMMISSION, CITY OF LEWISTOWN, APRIL 21, 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 17, 2025

COURTESIES – Recognition of Nancy Sackett

PROCLAMATIONS

BOARD AND COMMISSION REPORTS

CITY MANAGER REPORT

PUBLIC COMMENT – non agenda items

CONSENT AGENDA

Acknowledgment of the claims that have been paid from April 1, 2025 to April 17, 2025 for a total of \$297,091.14

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

1. Discussion and action on approving sharing the cost of the bridge located at 3rd Ave S and Bebb St (**Action: approve, disapprove or amend the sharing of cost for the bridge located at 3rd Ave S and Bebb St.**) City Manager Holly Phelps
2. Discussion and action on approving the purchase of UV Rack for the Wastewater Treatment (**Action: approve, disapprove or amend purchase of UV Rack**) City Manager Holly Phelps
3. Discussion and action on approving a business license for True North Electrical (**Action: approve, disapprove or amend approving business license True North Electrical**) 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

John Anderson

From: Kathy Thompson <KStremcha@seaeng.com>
Sent: Thursday, March 13, 2025 10:50 AM
To: John Anderson
Cc: Nate Peressini
Subject: 3rd Avenue Bridge

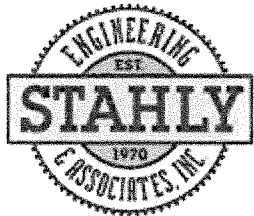
Hi John,

As we discussed on Tuesday, we have cost estimates and information from DNRC concerning the 3rd Avenue Bridge.

- For cost estimates (includes structure, excavation, and riprap costs):
 - 24-ft driving width bridge: \$128,847
 - 30-ft driving width bridge: \$156,457 *13K*
 - Cost difference for structure only = \$27,610
- For floodplain requirements:
 - DNRC confirmed that a LOMR/CLOMR is not required for the new structure if the design shows that there is no rise in the Base Flood Elevation. The City of Lewistown agreed with this statement, contingent upon the City reviewer agreeing the with hydraulic design.

Let me know if you have any questions or need more information.

Thanks, Kathy



An Employee-Owned Company

Kathy Thompson, P.E.
Bridge Department Manager
Stahly Engineering & Associates, Inc
851 Bridger Drive, Suite 1 | Bozeman, MT 59715
Direct Line: (406) 602-4397
Office: (406) 522-8594 | Cell: (406) 439-1662
Email: kthompson@seaeng.com
www.seaeng.com



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into this ____ day of _____, 2020, by and between the City of Lewistown and Fergus County to address each entity's responsibilities as it pertains to the maintenance of public bridges and culverts within the corporate limits of the City of Lewistown.

Whereas, MCA § 7-14-2201 "Maintenance and control of bridges" provides as follows:

- (1) Each board of county commissioners shall maintain all public bridges other than those maintained by the department of transportation.
- (2) The board shall manage and control all bridges referred to in this part. It shall direct the method and time of making repairs, planking, replanking, paving, and repaving.
- (3)
 - (a) Whenever a bridge needs repair or becomes dangerous for the passage of vehicles or persons, the board, or the county surveyor if the surveyor is in charge, shall repair the bridge upon being notified of the need for repair.
 - (b) This subsection (3) may not be construed as holding the board or any member responsible or liable for anything other than willful, intentional neglect or failure to act.
- (4) In this part, "public bridges" means public bridges located in towns or cities and bridges located on county roads maintained by the county.

Whereas, the county's duty to maintain bridges extends to culverts as well. 38 A.G. Op. 39 (1979).

Whereas, MCA § 7-14-2204 "Construction and maintenance of bridges in municipalities" provides:

- (1) Each board of county commissioners shall construct and maintain every bridge over a natural stream necessary to be constructed and maintained in any city or town.
- (2) The city or town in which any such bridge is situated shall pay the whole or such part, not less than one-half, to be determined by the board, of the cost of planking, replanking, paving, or repaving the bridge. The city or town shall construct and maintain in good repair the bridge approaches.
- (3) Such bridges and all persons on them shall be subject to the reasonable police regulations of the city or town in which any such bridge is situated.

Now, therefore, the parties agree as follows:

I: General

1. County agrees that in accordance with State law, it is responsible for all maintenance, repairs, replacements of public bridges and culverts located within the City. As used herein, the term "public bridges" shall include culverts.
2. All maintenance, repair or replacement of bridges shall be performed in accordance with plans developed by a licensed engineer. The City may, in its discretion, authorize County to perform minor maintenance without engineering. Such authorization shall be provided in writing.
3. All bridges shall be maintained, repaired or replaced to provide a minimum Montana State load rating not less than 6 ton.
 - a. Any bridges falling below the 6-ton load-rating minimum will be evaluated and scheduled for timely repair or replacement.
4. As used in the agreement, the term "deck" or "decking" shall be that portion of the bridge structure upon which road surfacing materials are applied. The term "plank" or "planking" shall mean the non-structural, finished road/driving surface of the bridge.

II. Engineering

1. County will provide copies of all bridge inspection reports from Montana Department of Transportation to City in a timely manner.
2. City will review inspection results and provide County with its preferred engineered option, with the cost of engineered plans provided at City's expense. County may utilize City's plans or provide City with an engineered alternative developed at County's expense. The parties shall agree on a maintenance, repair or replacement option.

III: Bridge repair/replacement.

1. Fergus County shall be responsible for all maintenance, repair and replacement of public bridges as follows:
 - a. Bridge superstructure
 - b. Bridge deck structure including:
 - i. Deck structure wooden beams
 - ii. Deck structure concrete
 - iii. Deck Structure steel beams
 - c. Bridge abutments, including:
 - i. All maintenance, report and replacement of bridge abutments
 - ii. Abutment wings (wood/concrete/steel)

- iii. Damage to any existing road due to any partial or complete failure of a bridge/culvert including:
 1. Sub-base failure
 2. Base failure
 3. City will be responsible for base gravel and surface coat up to 12 inches below finish grade of bridge deck.
2. City shall be responsible for not less than 50% of the cost for the following bridge items:
 - a. Finish surface applied over bridge deck (gravel or paving) not to exceed 4 inches.
 - b. Base and finish surface on bridge abutments
 - i. Up to bridge deck width.
 - ii. Up to 12 feet from end of bridge superstructure outward.
 - iii. Up to 12 inches from finish grade of bridge deck to include base gravel and top finish (gravel or paving).
3. Prior to commencement of any work, City and County shall agree on the specified engineering and then develop a written schedule for the proposed scope of work to include a reasonable period for construction and the extent of the City's responsibility for any surfacing costs above the minimum 50% . Both parties shall approve the schedule.
4. Upon completion of work, and acceptance by City, County shall submit its invoice to the City for any costs it incurred for surfacing costs, to include planking, replanking, paving, or repaving as previously agreed. City shall submit payment for such costs within 30 days.
5. Attached hereto as Exhibit A is the current inventory of bridges currently located within the City of Lewistown. Such inventory shall be updated each time a bridge is repaired/replaced or inspected by the Montana Department of Transportation.

This MOU may be amended, or terminated at any time upon 6 months written notice by either party. Any amendments hereto shall only be effective upon written approval by both entities.

Effective the date first written above.

BOARD OF COUNTY COMMISSIONERS:

CARL SEILSTAD

(date)

SANDY YOUNGBAUER (date)

ROSS BUTCHER (date)

ATTEST:

RANA WICHMAN, (date)
Clerk & Recorder

CITY OF LEWISTOWN

HOLLY PHELPS, Manager (date)

ATTEST:

NIKKI BRUMMOND, (date)
Finance Officer

Montana Code Annotated 2023

TITLE 7. LOCAL GOVERNMENT

CHAPTER 14. TRANSPORTATION

Part 22. General Provisions Related to Bridges

Construction And Maintenance Of Bridges In Municipalities

7-14-2204. Construction and maintenance of bridges in municipalities. (1) Each board of county commissioners shall construct and maintain every bridge over a natural stream necessary to be constructed and maintained in any city or town.

(2) The city or town in which any such bridge is situated shall pay the whole or such part, not less than one-half, to be determined by the board, of the cost of planking, replanking, paving, or repaving the bridge. The city or town shall construct and maintain in good repair the bridge approaches.

(3) Such bridges and all persons on them shall be subject to the reasonable police regulations of the city or town in which any such bridge is situated.

History: (1), (2)En. Sec. 5-202, Ch. 197, L. 1965; Sec. 32-2902, R.C.M. 1947; (3)En. Sec. 5-205, Ch. 197, L. 1965; Sec. 32-2905, R.C.M. 1947; R.C.M. 1947, 32-2902, 32-2905(3).

PURCHASE REQUISITION FORM
CITY OF LEWISTOWN
305 W. WATSON ST.
LEWISTOWN, MT 59457

Department Wastewater Requested By: WOTF Date: 4-8-25

Account # _____ Financial Officer Review () _____

Description of goods and/or services:		
<u>Inoperable UV Pack Connections</u>		
<u>Need 2 Pack To Put BACK in Service</u>		

Quoted Price

VENDOR #1		
<u>ROJAN Technologies 20</u>	<u>17,264</u>	<u>1</u>
Address: <u>Kewwood ME</u>		
Phone: <u>866-388-0488</u> <u>Flight</u>	<u>709.</u>	<u>00</u>
Notes:		

17,973.00

VENDOR #2 <u>Z&M Enter Price LLC,</u>		
Address: <u>N/A Proprietary to ROJAN</u>		
Phone: <u>Technologies</u>		
Notes: <u>725-377-8660 ext 107</u>		
<u>Stacy</u>		

VENDOR #3		
Address:		
Phone:		
Notes:		

Approved Vendor: _____

Authorization to purchase through vendor noted above _____

City Manager



QUOTATION
QM0000737

BRANDS INCLUDE: ARIA FILTRA™, AQUAFINE®, TROJANUV®, VIQUA®
TROJAN TECHNOLOGIES CORP
4310 44th St SE
Kentwood, MI 49512
USA
T: 1-866-388-0488
www.trojantechnologies.com

Sold to
CITY OF LEWISTOWN
WWTP
305 W WATSON STREET
Lewistown MT 59457-2963
UNITED STATES

Ship to
CITY OF LEWISTOWN
WWTP
305 W WATSON STREET
Lewistown MT 59457-2963
UNITED STATES

Customer Service Contact : tuvcustomerservice@trojantechnologies.com
Payment Terms : 0% / 00 / 30 net
Delivery Terms :
Carrier/LSP :

Internal Sales Rep : Taylor Riordon
Customer No. : 100003416
Reference :
Quote Date : 03-28-2025
Quote Expiry Date : 04-27-2025

Mike Howell
406-535-3270
WasteWater@ci.lewistown.mt.us

Line	Project Item Description	Quantity	Price Discount %	Unit Net Price Net Amount	Tax Rate Tax Amount	Amount
10	NON-INVENTORY NON-INVENTORY TrojanUV3000B 8 Lamp 3" Module	2.00	8,632.00/ EA	8,632.00 17,264.00	0.00% 0.00	17,264.00
20	FREIGHT FREIGHT & HANDLING	1.00	709.00/ EA	709.00 709.00	0.00% 0.00	709.00
		Goods	0.00	Discount	0.00 Tax Amount	Total USD
		Costs	17,973.00	Subtotal	17,973.00 0.00	17,973.00



QUOTATION
QM0000737

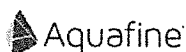
BRANDS INCLUDE: ARIA FILTRA™, AQUAFINE®, TROJANUV®, VIQUA®
TROJAN TECHNOLOGIES CORP
4310 44th St SE
Kentwood, MI 49512
USA
T: 1-866-388-0488
www.trojantechnologies.com

Terms and Conditions

All purchases of Trojan products and/or services are expressly and without limitation subject to Trojan's Terms and Conditions of Sale ("Trojan" or "SELLER"), incorporated herein by reference and published on Trojan's website <https://www.trojantechnologies.com/sales-terms-conditions/>

Trojan TCS are incorporated by reference into each of Trojan's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Trojan's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Trojan TCS, subject to Trojan's final credit approval: (i) Buyer's issuance of a purchase order document against Trojan's offer or quotation; (ii) Trojan's acknowledgement of Buyer's order; or (iii) commencement of any performance by Trojan in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of the Trojan's TCS shall be null and void and not considered part of the Contract.

www.trojantechnologies.com/sales-terms-conditions



Holly Phelps

From: Waste Water
Sent: Tuesday, April 8, 2025 8:31 AM
To: Ernie Pallett
Cc: Holly Phelps
Subject: Fw: Uv 3000 B

As mentioned last week the UV racks are proprietary and here is an email from one of our vendors...We can get almost anything else but the wired racks.

Mike

From: STACY SHAFFER <stacy@zandmenterprise.com>
Sent: Tuesday, April 8, 2025 8:13 AM
To: Waste Water <WasteWater@ci.lewistown.mt.us>
Subject: re: Uv 3000 B

Good Morning Mike,

Thanks for reaching out. Unfortunately, we can't get the full racks. You would have to go through Trojan for those. I apologize for the inconvenience!

Take care,
Stacy

stacy@zandmenterprise.com



Stacy Shaffer
Z&M Enterprise, LLC
209 S. Washington Avenue
Newport, WA 99156
Phone: (725) 377-8660 ext. 107

----- Original Message -----

From: "Waste Water" <WasteWater@ci.lewistown.mt.us>
To: "STACY SHAFFER" <stacy@zandmenterprise.com>
Cc:
Date: Tue, 8 Apr 2025 13:27:24 +0000
Subject: Uv 3000 B

City of Lewistown
305 W. Watson
Lewistown, MT 59457
535-1760

11824

Business License Application

Business Name True North Electrical
Street Address 312 Marcella Ave Phone 406 707 0598
City Lewistown State MT Zip Code 59457
Brief Description/Nature of Business Electrical
Is This a Recognized Non-Profit Organization? Yes ☐ No ☒ # of Employees 0
Owners Name and Address Jeff Martinez
City Lewistown State MT Zip Code 59457 Phone # 406 707 0598

Planning & Building Dept:

Legal Description: Lot _____ Blk _____ Subdivision _____ Lot Sz (sq ft) _____
Estimated Square Footage _____ Occupant Load _____ Zoning District _____
Is The Building Currently Under Construction or Remodeling? Yes ☐ No ☐
Remodeling or New Construction Within The Last 12 Months? Yes ☐ No ☐
Is Building in The City Limits? Yes ☐ No ☐

Fire Dept:

Primary Emergency Contact Name & # 406 707 0598
Secondary Emergency Contact Name & # 406 740 2737
Are There Any Special Hazards Associated With Your Business That We Should Be Aware Of? Yes ☐ No ☒ If So, What Are They? _____
Do You Have Any Hazardous Materials On The Premises? Yes ☐ No ☒ If So, Do
You Have Materials Safety Data Sheets For Them? Yes ☐ No ☒
Are There Any Fire Extinguishers Located On The Premises? Yes ☒ No ☐ # 2
Are There Smoke Detectors On The Premises? Yes ☐ No ☒ # _____
Are There Any Locked Or Blocked Exits During Business Hours? Yes ☐ No ☒

Applicant Signature Jeff Martinez

City Use Only Electrician Business License Fee: \$60.00 pd
Business Classification B.C. Received By Angela Schenk Date 4-14-25

Sent to:
BUILDING DEPT _____
FIRE DEPT _____
HEALTH DEPT _____
ZONING DEPT _____
CITY MANAGER _____

Received From:
BUILDING DEPT _____
FIRE DEPT _____
HEALTH DEPT _____
ZONING DEPT _____
CITY MANAGER _____

~~Smart~~ Smart2580@gmail.com

KATIE SPIKA
LORAIN DAY
Ward One Commissioners

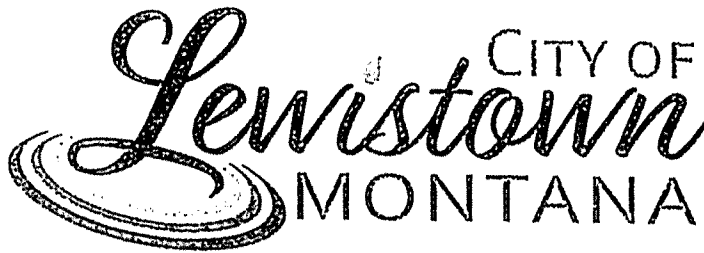
RONALD HRUBES
DIANA HEWITT
Ward Two Commissioners

TIM ROBERTSON
DANI BUEHLER
Ward Three Commissioners

KELLYANNE TERRY
At-Large Commissioner

HOLLY PHELPS
City Manager

NIKKI BRUMMOND
Finance Director/City Clerk



305 W. Watson, Lewistown, Montana 59457
(406) 535-1760 Fax (406) 535-3323

KELLY HENDERSON
Parks and Recreation Director

TYLER WEST
City Attorney

JUSTIN JENNESS
Police Chief

JAMES JENSEN
Fire Chief

VACANT
Public Works Director

AUSSA WOLENETZ
Library Director

DOUG OSTERMAN
Planning Director

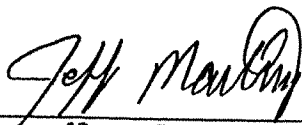
Business License & Registration Certificate Disclaimer

I hereby certify, under penalty of perjury, that I have read and answered the statements
contained in this application and my answers are true and correct.

I agree to comply with all applicable State and City laws and Ordinances
pertaining to my business operations, including but not limited to:

Building, Fire, Zoning and other City Code requirements and grant

City Officials the privilege and authority to conduct such inspections as may be necessary.



Signature of Owner or Representative

4/11/2025

Date

Jeff Martinez

Printed Owner Name



Effective Date: April 11th, 2025

Western Surety Company

LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 67447138

That we, True North Electrical, LLC

of Lewistown, State of Montana, as Principal,
and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State of
Montana, as Surety, are held and firmly bound unto the

City of City of Lewistown, State of Montana, as Obligee, in the penal
sum of Five Thousand and 00/100 DOLLARS (\$5,000.00),
lawful money of the United States, to be paid to the Obligee, for which payment well and truly to be made,
we bind ourselves and our legal representatives, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been
licensed Electrician City of Lewistown

_____ by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply
with the laws and ordinances, including all amendments thereto, pertaining to the license or permit
applied for, then this obligation to be void, otherwise to remain in full force and effect until
April 11th, 2026, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class
U.S. Mail, to the Obligee and to the Principal at the address last known to the Surety, and at the expiration
of thirty-five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety
shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said
date. Regardless of the number of years this bond shall continue in force, the number of claims made
against this bond, and the number of premiums which shall be payable or paid, the Surety's total limit of
liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's total
liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be
cumulative.

Dated this 14th day of April, 2025.

True North Electrical, LLC

Principal

Jeff Mendenhall

Principal

WESTERN SURETY COMPANY

By *Larry Kasten*
Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

On this 14th day of April, 2025, before me, the undersigned officer, personally appeared Larry Kasten, who acknowledged himself to be the aforesaid officer of WESTERN SURETY COMPANY, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



S. Green
Notary Public — South Dakota

My Commission Expires: February 12, 2027

ACKNOWLEDGMENT OF PRINCIPAL
(Individual or Partners)

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____, known to me to be the individual _____ described in and who executed the foregoing instrument and acknowledged to me that _____ he _____ executed the same.

My commission expires _____,

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL
(Corporate Officer)

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____, who acknowledged himself/herself to be the _____ of _____, a corporation, and that he/she as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

My commission expires _____,

Notary Public

 Western Surety Company

License or Permit No. _____

LICENSE AND PERMIT
BOND
As

of _____

State of _____

Name of Applicant _____

Address _____

Filed _____

Approved this _____

day of _____

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Electrician City of Lewistown

bond with bond number 67447138

for True North Electrical, LLC

as Principal in the penalty amount not to exceed: \$ 5,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

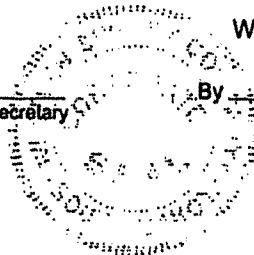
This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President with the corporate seal affixed this 14th day of April,
2025.

ATTEST

L. Bauder
L. Bauder, Assistant Secretary



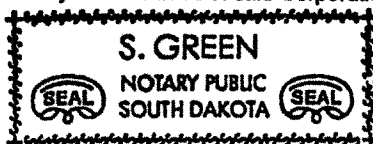
WESTERN SURETY COMPANY

By Larry Kasten
Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 14th day of April, 2025, before me, a Notary Public, personally appeared
Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.



My Commission Expires February 12, 2027

S. Green

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lewistown Insurance 520 W Main St P.O. Box 210 Lewistown MT 59457	CONTACT NAME: Ron Miller PHONE (A/C, No, Ext): (406) 538-5458 FAX (A/C, No): (406) 538-9535 E-MAIL ADDRESS: miller@lewistowninsurance.com														
INSURED Jeffery Martinez DBA True North Electrical PLLC 312 Marcella Ave Lewistown MT 59457	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Acuity</td><td></td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Acuity		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES

CERTIFICATE NUMBER: CL2541106562

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			ZZ5714	04/11/2025	04/11/2026	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						GENERAL AGGREGATE \$ 2,000,000
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						PRODUCTS - COMP/OP AGG \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							EACH OCCURRENCE \$
							AGGREGATE \$
							PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Lewistown 305 West Watson Lewistown MT 59457	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Ron Miller
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