

COMMITTEE OF THE WHOLE

MAY 19, 2025

6:00 PM

1. Tour of the Wastewater Treatment Facility (620 Metis Street)

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, MAY 19, 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 – May 5, 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 May 1, 2025 to May 15, 2025 for a total of \$245,572.44

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

1. Discussion and action on request from Creel Funeral Home with regards to burying Betty Doult (**Action: approve, disapprove or amend request from Creel Funeral Home**) City Manager Holly Phelps
2. Public hearing to hear comments on an application submitted by Max Stewart to amend zoning from Manufactured Home (RMO) to Multiple-Family (R-3) at 211 Bach Avenue
3. Discussion and action on approving zoning amendment from Manufactured Home (RMO) to Multiple-Family (R-3) at 211 Bach Avenue (**Action: approve, disapprove or amend zoning amendment**) City Manager Holly Phelps
4. 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
5. Discussion and action on approving the memorandum of understanding with the Lewistown Downtown Association (LDA) for Main Street tree management (**Action: approve, disapprove or amend MOU with LDA for Main Street tree management**) City Manager Holly Phelps
6. Discussion and action on approving the memorandum of understanding with the Lewistown Downtown Association (LDA) for Main Street banners (**Action: approve, disapprove or amend MOU with LDA for Main Street banners**) City Manager Holly Phelps
7. Discussion and action on approving a business license for JH Electric (**Action: approve, disapprove or amend approving business license JH Electric**) 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

RECEIVED

MAY 12 2025



Ralph G. Mihlfeld, President

May 12, 2025

RE: City Commission Meeting

Greetings,

I am requesting to have a moment on the agenda at the upcoming City Commission meeting please. I need to get a couple things approved and moving forward.

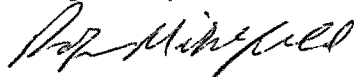
I need to get Mrs. Betty Doult buried in her plot where she already has her headstone from planning years ago.

I have some monuments that were damaged during the large snow storm this winter. These were new monuments and I simply need permission to get them reordered and confirm city is going to cover cost.

I need clarification on work orders and setting fees for monuments so I can know how to go forward especially with larger pieces and who will be responsible.

Thank you for your time. I hope to see you at the upcoming meeting, Monday, May 19th.

Respectfully,


Ralph Mihlfeld

ORDINANCE NO. 1764

AN ORDINANCE AMENDING CHAPTER 7, TITLE 9 OF THE LEWISTOWN CITY CODE, REVISING REGULATIONS FOR PURCHASE AND TRANSFER OF CEMETERY PLOTS, SETTING OF FEES, GRAVE OPENINGS AND CLOSINGS, BURIAL REGULATIONS; ESTABLISHING GENERAL RESTRICTIONS AND MAKING MISCELLANEOUS CHANGES;

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LEWISTOWN THAT Chapter 7, Title 9 of the Lewistown City Code pertaining to Cemetery Regulations be amended to read as follows:

9-7-1: SALE AND TRANSFER OF CEMETERY PLOTS

9-7-2: LOT PURCHASES, OPENING AND CLOSING, PAYMENT OF COSTS

9-7-3: BURIAL REGULATIONS

9-7-4: PERPETUAL CARE AND MAINTENANCE FUND

9-7-5: GRANITE MARKERS REQUIRED

9-7-6: INSTALLATION REQUIREMENTS

9-7-7: RESTRICTIONS WITHIN CITY CEMETERY GROUNDS

9-7-8: PENALTY FOR VIOLATION

9-7-9: ADOPTION OF POLICIES

9-7-1: SALE AND TRANSFER OF CEMETERY PLOTS: The following procedures shall apply to any sale or transfer of cemetery plots in the Lewistown cemetery:

- (A) The only party entitled to convey or contract for burial sites will be the city.
(Ord. 1418, 7-18-1977)
- (B) Purchase. Upon payment for a cemetery lot, the city clerk shall prepare a conveyance of title (a deed) in the name specified by the purchaser. The name on the deed signifies the legal owner of the cemetery plot. This document of title must be attested to and signed by the city clerk for the city or designated representative. The owner or owner's representative shall

receive the original, attested, and signed document of title within 30 days of purchase. The city clerk will maintain a copy on file in the city clerk's office. The original deed or copy is required for any re-conveyance or assignment as allowed in this part. Without written authorization from the legal owner or designated representative, the cemetery lot remains unused.

- i. All deeds issued by the city will contain the following restrictive covenant:

This deed is not transferable by grantee to any third party or parties and can only be transferred by grantee back to the City of Lewistown. The City will accept conveyance of the plot herein described but will only reimburse the seller fifty percent (50%) of the current selling price of comparable plots, for the plot, regardless of the price assessed by the City on plots at the time the same be reconveyed.

(Ord. 1583, 5-7-1990)

- (C) Conveyance to the City. A legal owner, personal representative, or authorized heir(s) of a city cemetery plot may convey the plot back to the city for fifty percent (50%) of the current selling price of comparable plots. The legal owner, personal representative, or authorized heir(s) must present the original deed or copy and provide satisfactory documentation evidencing the authority to make such conveyance.

(D) Death of Legal Owner.

- i. Upon the death of the legal owner of a city cemetery plot, if not used by the legal owner, the deed may be conveyed to the city as provided.
- ii. Assignment to Descendants. A personal representative or authorized heir of the legal owner of a city cemetery lot may request to assign the plot to a descendent of the owner. Any request for such an assignment shall include a copy of the deed and satisfactory documentation evidencing the authority of the personal representative or heir to make such an assignment.

9-7-2: LOT PURCHASES, OPENING AND CLOSING, PAYMENT OF COSTS:

The following procedures shall be followed by the city for opening and closing of gravesites and for payment of the purchase price of cemetery lots and the costs of opening and closing of the gravesites:

(A) The city shall be the sole party authorized to open and close gravesites. The setting or removal of headstones within the Lewistown city cemetery shall be performed by the city or authorized persons acting under the city's direction.

(B) All arrangements for the purchase or selection of cemetery plots, and all arrangements for the scheduling and payment of gravesite opening and closing, shall be made directly with the city clerk's office. The foregoing shall not prevent funeral establishments from showing vacant lots to their clients, however, such establishments shall have no authority to bind or otherwise commit the city to the sale or transfer of any vacant cemetery lot.

(C) Arrangements for payment of the full purchase price of any cemetery plot and the opening and closing of gravesites shall be made with the city prior to opening or occupancy of such lot. If full payment is not received as arranged, the city shall seek collection by any method authorized by law. Such amount shall accumulate interest from the date due at the maximum rate authorized by law. Any person responsible for such delinquency shall not be authorized to make arrangements for purchase of any other cemetery lot or arrangements for payment of any other opening and closing.

In exceptional cases due to hardship, the city may enter into an installment payment agreement with any person for any term, upon such conditions as may be agreeable.

(D) Fees. Fees for city cemetery plots, openings and closings, perpetual care, and setting of headstones shall be set by resolution. The city clerk shall maintain a listing of all fees, required liners or vaults, required services, additional accessories or services available for purchase and a record of sales of interment or memorial locations. An interment fee must be assessed for each interment.

(E) Payment. The city shall follow procedures of receipting and handling of funds as prescribed by the finance department.

(F) Any person or entity performing work within the city cemetery shall be required to have all appropriate city licenses and permits.

9-7-3: BURIAL REGULATIONS:

The following rules and regulations shall apply to the regular operation of the cemetery; (Ord. 1418, 7-18-1977)

(A) Gravesite selection, Request for Burial:

- i. Designated Open Section. Gravesite selections are allowed in any designated, plotted, and opened area of the city cemetery to be assigned as the city determines.
- ii. Requests for burial shall be made on forms provided by the city clerk and accompanied by the original deed or copy, or other supporting documentation as may be required.

(B) Interments. All interments or disinterments shall be performed under the direction of a licensed funeral director. Only human remains may be interred. A maximum of one human body and three cremains may occupy a single plot. No more than three cremains may occupy a single plot.

- i. There shall be only one body placed in a grave except in the case of an infant being buried with his or her mother. (Ord. 1418, 7-18-1977)

(C) Veterans Section. A veteran and one family member may be interred in the cemetery veterans section.

- i. One gravesite within a veterans section is provided at no cost to a veteran who is a resident of the City of Lewistown at the time of death. All other fees associated with burial shall be paid as provided in these regulations. After interment of the veteran, one family member may be interred in the veteran's plot accompanied with a footstone marker. All fees shall apply to burial of the family member.
- ii. As used in the section the following definitions apply:
 - a. "Veteran" is any person who has served honorably on active duty in the armed forces of the United States and has been honorably discharged as evidenced by a DD-214, or a past or present member of the national guard in good standing with supporting documentation.
 - b. "Family member" means spouses, mothers, fathers, children, brothers, sisters, and other past or present family members of a household. These relationships include relationships created by adoption and remarriage, including stepchildren, stepparents, in-laws, and adoptive children and parents.

- iii. The marker on a veteran's grave shall be horizontal or flush mounted, approved by the Veteran Administration. Upright monuments are prohibited.
 - iv. A maximum of one headstone and one footstone shall be allowed on a plot.
 - v. At the time of death of a qualifying veteran who has requested interment in the veterans section, a surviving spouse who is also a qualifying veteran may purchase an adjacent plot if available, for that spouse's exclusive use only, at the current price. The city will issue a deed for the plot in the name of that spouse. At the spouse's death, if that spouse's remains are interred at a different location the plot will revert to the city and the deed issued will be null and void. Deeds issued pursuant to this section are not transferrable or assignable in any manner. The purchasing spouse may, while living, convey the plot back to the city at any time in the same manner as other lots as described in this ordinance.
- (D) Scheduling. Funerals may be held Monday through Saturday. Funerals may be held on Sunday or legal holidays only on an emergency basis to be determined by the city manager or public works director. (Ord. 1686, 11-5-2001)
- (E) Vaults. A vault liner approved by the city shall be required for all caskets, cremains, urns or other containers used for the interment. Vaults shall be installed by the mortuary under the direction of the cemetery caretaker.
- i. Cremains Lots. Only one vault per plot shall be allowed.
- (F) Decorations. Flowers, ornamentals, memorials or other decorations may be placed on or near the headstones of graves. However, such placement shall be in such a manner as not to interfere with the maintenance and operation of the cemetery. Any decoration found to interfere will be removed by the cemetery caretaker. Installation and care of any type of decoration shall be in accordance with existing city cemetery policies. Any damaged, deteriorated, offensive, illegal or otherwise inappropriate decoration or other articles may be removed by the cemetery caretaker at any time.
- (G) Memorial Day. Flowers or decorations may be placed at or near the headstones of graves from May 15 to July 5. However, such placement shall be in such a manner as not to interfere with the maintenance and operation of the cemetery. Any such items not removed after July 5 are subject to removal and disposal by the cemetery caretaker.

(H) Vehicles. No vehicles will be allowed off existing roads except under the direction of the caretaker.

(I) Grave Markers. For a single plot, a maximum of one headstone and one footstone shall be allowed.

i. All headstones shall be displayed in rows. All footstones shall be at ground level.

a. One headstone per single plot shall be allowed with a footprint not to exceed 3' x 18". The height of the headstone shall not exceed thirty inches from the top of the runner to the top of the headstone.

b. The footprint of the headstone base shall have a minimum of six inches of space between the base and runner on all four sides. The distance from the top of the headstone to the top of the runner shall not exceed thirty inches.

ii. The footprint of any footstone shall not exceed 2' x 1'.

iii. Cremains Lots. Only one gravestone per plot shall be allowed with a footprint not exceeding 2' x 1'.

(J) There shall be no burials in the Lewistown cemetery without charge.

9-7-4: PERPETUAL CARE AND MAINTENANCE FUND:

There is established within the city a cemetery permanent care and maintenance fund (the fund) to assist in the future care and maintenance of the Lewistown city cemetery.

(A) All proceeds from the sale of any lots in the city cemetery shall be set aside at the rate of fifty percent (50%) of the monies received into the fund.

(B) All monies set aside into the fund shall be maintained in a nonexpendable trust fund within the city and invested in a manner prescribed by law for cities and towns.

(C) The principal of the fund may not be used. The interest earned from the investment of any monies in the fund may be used for the care and maintenance of the Lewistown cemetery. Any interest earned within a fiscal year but not used for care and maintenance shall be added to and become part of the principal of the fund. (Ord. 1703, 5-2-2005)

9-7-5: GRANITE MARKERS REQUIRED:

All monuments, markers, or headstones set in the Lewistown cemetery shall be of natural granite, or in case of a duplicate resulting from previous purchase, marble may be used. (Ord. 1686, 11-5-2001)

9-7-6: INSTALLATION REQUIREMENTS:

All monuments, markers or headstones in the Lewistown cemetery shall be erected or installed by the city in a manner as directed by the cemetery caretaker and public works director. (Ord. 1686, 11-5-2001)

9-7-7: RESTRICTIONS WITHIN CITY CEMETERY GROUNDS:

The following actions or restrictions shall apply at all times on city cemetery grounds:

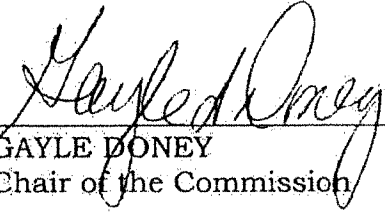
- (A) No alcoholic beverages of any kind shall be permitted.
- (B) City ordinances pertaining to unconcealed weapons shall apply. Such restrictions shall not apply to military honor guard ceremonies.
- (C) No person shall move, destroy, damage or interfere with any property including, but not limited to, flowers, decorations, trees, shrubs, ornaments, and headstones.
- (D) No person shall change the grade of any plot, make or attempt any repairs, plant any trees or vegetation or, otherwise interfere in any way with cemetery improvements or operations without written authorization from the city.
- (E) Pets shall not be allowed unless restrained by leash. Pet owners shall gather and remove all pet waste.

9-7-8: PENALTY FOR VIOLATION. Any person violating any provision of this chapter shall be subject to a fine not to exceed \$500.00.

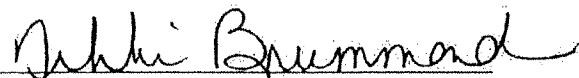
9-7-9: ADOPTION OF POLICIES. The City may adopt cemetery policies and procedures consistent with the chapter. Violations of such policies shall be subject to the penalty provided herein.

Passed and approved on the first reading, such date being February 18, 2020.

Passed and approved on the second reading, such date being March 2, 2020, and effective thirty (30) days thereafter.


GAYLE DONEY
Chair of the Commission

Attest:


NIKKI BRUMMOND
City Clerk



RECEIVED
MAR 26 2025
AP

AMENDMENT TO ZONING ORDINANCE

APPLICATION No. ZA 25-1

The applicant listed below is applying for a zoning district reclassification or a change in regulations applicable to his/her property. She/he certifies that information contained in the application and attachments are valid.

In addition to the application, the landowner must submit plans drawn to scale showing:

- (1) Lot dimensions,
- (2) Locations/dimensions of existing buildings on the lot,
- (3) Locations/dimensions of proposed buildings or alterations, if applicable, and
- (4) Property relation to adjoining property.

NAME OF APPLICANT/OWNER: Max Stewart DATE: 3-26-25

MAILING ADDRESS: 1007 Cochrane ave BUSINESS PHONE: (406) 350-9072
Lewistown, MT 59457 HOME PHONE: (406) 350-9072

PROPERTY LOCATION (PHYSICAL ADDRESS): 211 Bach ave

LEGAL DESCRIPTION:

LOT # 14, 15, 16 BLOCK # 011 Highland park, S09T15N, R18E, SUBDIVISION

ZONING DISTRICT: RMO

INTENT OF AMENDMENT TO ZONING ORDINANCE: To construct 2

multi family buildings 1900 sq ft each

ANY RESTRICTIVE COVENANTS APPLICABLE TO PROPERTY?

 YES

 X NO

IF "YES", PLEASE ATTACH COPY

STATEMENT OF UNDERSTANDING

I understand that the Lewistown Zoning Commission will review any application and make a recommendation to the City Commission. If the Commission approves my request, appropriate administrative officials will be directed to amend their records. If the Commission denies the request, a proposal involving the same tract(s) of land will not be offered for adoption until one year had elapsed since the date of denial. I certify that the information contained in this application and attachments are valid.

Max Stewart
Signature

3-26-25
Date

Creo Codes:

08-2467-09-4-11-15-0000 (0.23 acres)
08-2467-09-4-11-16-0000 (0.115 acres) } 0.345 acres
15,028.2 sq ft



AMENDMENT TO ZONING ORDINANCE
APPLICATION No. _____

(ADMINISTRATIVE ACTION)

DATE PAYMENT RECEIVED: 3-26-25

FEE PAID: (1300.00) ✓

PUBLIC HEARING DATES: _____ ZONING COMMISSION _____ CITY COMMISSION

LEWISTOWN ZONING COMMISSION RECOMMENDATION

APPROVED PROPOSAL

CONDITIONALLY
APPROVED PROPOSAL

DENIED PROPOSAL

CONDITIONS:

REASON FOR DENIAL:

CITY COMMISSION DECISION

APPROVED PROPOSAL

CONDITIONALLY
APPROVED PROPOSAL

DENIED PROPOSAL

CONDITIONS:

REASON FOR DENIAL:

Planning Department
City of Lewistown

Date

alley

Parking lot

Back ave

2nd St West





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

May 5, 2025

Dear Resident,

The Lewistown Zoning Commission and City Commission will hold public hearings to consider a request by Max Stewart to amend zoning of the property located at 211 Bach Ave from Residential Manufactured Home (RMO) to Residential Multiple-Family(R-3).

This request is to build 2 multi-family housing units on the property owned by Max Stewart. If approved the applicant would have to comply with all the R-3 zoning regulations. This includes building height, setbacks, lot coverage and parking requirements.

The property is further described as Highland Park Subdivision, S09, T15N, R18E, Block11, Lot 14, 15, 16. The property is currently vacant and is located near 2nd Street West and Bach Avenue.

A hearing will be held before the Lewistown Zoning Commission on Thursday, May 15, 2025, at 5:30 p.m. and before the Lewistown City Commission on Monday, May 19, 2025, at 7:00 p.m. Both hearings will be held at the Council on Aging/Lewistown Community Center located at 307 West Watson Street, in Lewistown.

At the public hearing all interested people will be given an opportunity to comment. The public may also provide written comments by sending them to Doug Osterman, Planning Director, 305 West Watson Street, Lewistown, MT 59457 or by email to planning@ci.lewistown.mt.us.

If you have additional questions, feel free to reach out to the Planning Office at 406-535-1775.

Sincerely

A handwritten signature in black ink that reads "Holly Phelps". The signature is fluid and cursive, with a large, stylized 'H' and 'P'.

Holly Phelps
City Manager

NOTICE OF PUBLIC HEARING
(Zoning Amendment – ZA 25-01)

The Lewistown Zoning Commission and City Commission will hold public hearings to consider a request by Max Stewart to amend zoning of the property located at 211 Bach Ave from Residential Manufactured Home to Residential Multiple-Family.

The property is further described as Highland Park Subdivision, S09, T15N, R18E, Block 11, Lot 14, 15, 16. The property is vacant and is located near 2nd Street West and Bach Avenue.

A hearing will be held before the Lewistown Zoning Commission on Thursday, May 15, 2025, at 5:30 p.m. and before the Lewistown City Commission on Monday, May 19, 2025, at 7:00 p.m. Both hearings will be held at the Council on Aging/Lewistown Community Center located at 307 West Watson Street.

At the public hearing all interested people will be given an opportunity to comment. Written comments may be sent to Doug Osterman, Planning Director, City Planning Office, 305 West Watson Street, Lewistown, MT 59457 or by email to planning@ci.lewistown.mt.us.

Lewistown Zoning Commission

Public Hearing

Fergus County Council on Aging/Community Center
307 West Watson Street
Lewistown, MT 59457

May 15, 2025
5:30 pm

Application for a Zoning Amendment

APPLICANT

Max Stewart
1007 Cochrane Avenue
Lewistown, MT 59457

PROPERTY AFFECTED

The vacant parcels are at 211 Bach Avenue
Geocode: 08-2467-09-4-11-15-0000 and 08-2467-09-4-11-16-0000
Highland Park, S09, T15N, R18E, Block 011, Lots 14,15,16

REQUESTED ACTION

The applicant requests an amendment to the official zoning map for the above property. The property is currently in a Residential Mobile Home (RMO) Zoning District. The applicant requests to change the zoning of the property to Residential Multi-Family (R3).

REVIEW BASED ON THE 12-POINT TEST CONSISTENT WITH PURPOSES OF ZONING*

a. Comprehensive Plan, Zoning, and Growth Policy

The 1971 Comprehensive Plan for Lewistown, MT, land use designation for the property is Low Density Residential. Two residential densities are included in the Comprehensive Plan, low density and high density. Both densities are loosely structured in the Comprehensive Plan, permitting a variety of living unit types in both areas. As structured in the Comprehensive Plan, the low-density areas can range between one to ten dwelling units per acre. A wide range of dwelling types are thus possible. The Comprehensive Plan called for establishing more definition of both high- and low-density areas through zoning, particularly calling out that soil suitability will provide more definitive district boundary lines.

The low-density designation is intended for enjoyment of public facilities with the distinct intention to channel growth into areas which already enjoy the required public facilities (as opposed to Suburban Residential areas which are characterized by individual wells and septic systems).

The Zoning Title for the City of Lewistown was adopted on June 15, 1989, 18 years after the 1971 Comprehensive Plan. The property is zoned RMO with the intent to primarily accommodate manufactured home dwelling units.

The 2006 Lewistown Growth Policy, Lewistown Housing Plan of 1996, indicates that there is a need for more rental housing that is more affordable and of better quality and further indicates that there are reduced opportunities for first-time buyers and the average Lewistown resident will be unable to find adequate housing based on current income levels, and moreover, the increasing elderly population will drive the need for housing types aimed toward that demographic, including apartments.

The Existing Conditions Report (May 2024) conducted for the 2024 Lewistown Plan update indicates, to accommodate growth and aid affordability, density and diversity of housing is needed. Specifically, it is projected that there will be a deficiency in housing of 274 units by 2027, 720 units by 2030, 966 units by 2035, 1,231 units by 2040, and 1,458 units by 2044. Currently (2018-2022 estimates), Lewistown has 365 mobile homes or 12% of the total housing units in the city. 20 plus multiple-family homes comprise about eight percent of the total number of homes in Lewistown (251 units).

The 2024 Lewistown Plan, unanimously adopted by the City Commission on October 7, 2024, establishes compact growth within the city, seeking to promote a diversity of housing types and options within the existing city limits and where existing services, such as city sewer and water, are available. Increased compact growth within the city also reduces pressure to develop outside the city at low densities and sprawling development that strains city and county services.

Community engagement surveys, open houses, and focus group conversations conducted for the 2024 Lewistown Plan update all indicate that the top growth concern is housing availability and affordability. Similarly, housing availability and affordability are deemed by residents to be top growth opportunities for Lewistown.

b. Contribute toward reducing congestion in streets

The apartment use proposed for the property through a zoning amendment could increase traffic and parking needs in the residential neighborhood. As such, in addition to parking that will be provided on the property, the proposed development may need to provide off-street parking required by the Lewistown Code.

c. Secure safety from fire, panic, and other dangers:

The property will be provided with fire safety by the City of Lewistown. There will be no adverse impacts on fire protection above those associated with manufactured home land uses on the property.

d. Promote health and general welfare:

Multiple family residential will have no negative impact on the health and general welfare of the community, if not improve conditions by providing much needed housing, housing options, and housing affordability in the community.

e. Provide adequate light and air:

No impacts are contemplated. The housing is being custom designed by a local architect.

f. Prevent overcrowding of land:

The increased amount of housing over existing manufactured housing allowed by existing zoning is not considered overcrowding.

g. Avoid undue concentration of population:

The increased number of people residing in the multiple family building over the number of people that would reside under existing zoning is not undue concentration of population, in fact, the rezone enables increased housing options for the community work force.

h. Facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements:

The city and other facilities and service providers for this neighborhood can provide services to the property whether manufactured homes or apartment homes.

i. Consider the character of the district:

New multiple family housing in this area of the community will be complementary to and consistent with the existing small lot, relatively high density manufactured housing in this area.

j. Consider the peculiar suitability of the property for particular uses:

The flat topography of the site is not a limiting factor for multiple family housing. While manufactured homes could be built on the property, increased housing through multifamily development located a few blocks away from downtown and immediately adjacent to public facilities may jump start building on the site that has sat vacant for decades under the current manufactured home zone district.

k. Conserve the value of buildings:

New construction will conserve the value of property and buildings in the neighborhood and adjacent neighborhoods.

l. Encourage the most appropriate use of land throughout the city:

Pursuant to the Lewistown Comprehensive Plan, Growth Policy, and the 2024 Lewistown Plan, housing (both quantity and diversity) is the most important issue to address in Lewistown.

*The analysis of impacts assumes full compliance with all existing Lewistown City Code requirements



Invoice

Bill To Party Address :
CENTRAL MONTANA 911
305 W WATSON ST
LEWISTOWN MT 59457
US

Remit-To Address :
CENTURYLINK
PO BOX 52124
PHOENIX, AZ 85072-2124

Invoice Number / Date 9500003766 04/09/2025
Customer PO NULL
Reference Number 9500003766
Account Number 5000068865
Sold To Party Number 5000068865
Contract Start Date / End Date 10/01/2024 09/30/2025
Mcte. Contract 170084034
Billed Duration
Sales Order Number

Install Address :
CENTRAL MONTANA 911
305 W WATSON ST
LEWISTOWN MT 59457
US

Terms of Payment Due By Amount

Within 30 days net 05/09/2025 due \$17,220.36

Line#	Product Description	Serial Number	Install Date	Qty	UOM	Extended Price	Tax Amount	Bill Amount
1	CTL-MANAGED, NO FOTS - MANUFACTURE R SPAR	7004522654		2.000	JHR	\$0.00	\$0.00	\$0.00
2	CTL-MANAGED, NO FOTS - MANUFACTURE R SPAR	7004512096		1.000	JHR	\$0.00	\$0.00	\$0.00
3	CTL-MANAGED, NO FOTS - MANUFACTURE R SPAR	7004509821		3.000	JHR	\$4,576.04	\$0.00	\$4,576.04
4	CTL-MGD--NO-FOTS--MANU-SPARES--R4 IRR SW	7004510157		3.000	JHR	\$827.48	\$0.00	\$827.48
5	CTL-MANAGED, NO FOTS - MANUFACTURE R SPAR	7004522654		2.000	JHR	\$573.52	\$0.00	\$573.52
6	CTL-MANAGED, NO FOTS - MANUFACTURE R SPAR	7004512863		4.000	JHR	\$1,429.33	\$0.00	\$1,429.33
7	CTL-MGD--NO-FOTS--MANU-SPARES--SPT	7004508166		3.000	JHR	\$541.24	\$0.00	\$541.24





Line#	Product Description	Serial Number	Install Date	Qty	UOM	Extended Price	Tax Amount	Bill Amount
	AUROR							
8	CTL-MGD--CTL-FOTS+SPARES--PREMIUM-ONSITE	7004510131		1.000	JHR	\$6,772.63	\$0.00	\$6,772.63
9	CTL-MANAGED, NO FOTS - MANUFACTURE R SPAR	7004521840		1.000	JHR	\$1,525.35	\$0.00	\$1,525.35
10	CTL-MGD--NO-FOTS--MANU-SPARES--R4 IRR SW	7004521840		1.000	JHR	\$275.83	\$0.00	\$275.83
11	CTL-MGD--NO-FOTS--MANU-SPARES--SPT AUROR	7004521840		1.000	JHR	\$180.41	\$0.00	\$180.41
12	CTL-MGD--CTL-FOTS+SPARES--PREMIUM-ONSITE	7004500675		1.000	JHR	\$518.53	\$0.00	\$518.53

Total for Transaction \$17,220.36

Invoice Notes :

Thank you for choosing Lumen for your communications needs and for being a valued customer. Starting with your first bill in November 2024, the account number that bills you for CPE (Customer Premise Equipment) and related products has changed. Late fees may be charged each month for anyeligible unpaid balance not paid in full by the due date. Please pay on or before the due date to avoid the assessment of late payment charges.

If you have any questions regarding this invoice, your new accountnumber, or to make a payment, please contact us at 1-800-589-0996 or email cpe.collections@lumen.com. For all other questions related to these charges, please email postbilloperations@lumen.com.

We value your business and are committed to providing you with the best possible service.

62203400 C7 RP 04 20250404 NNNNNNN 0000897 0003



**City of Lewistown and Lewistown Downtown Association
Downtown Tree Memorandum of Understanding**

THIS AGREEMENT, entered into this _____ day of _____, by and between the City of Lewistown hereafter called "City", and the Lewistown Downtown Association hereinafter called "LDA"

WITNESSETH THAT:

WHEREAS the LDA and the City wish to outline responsibilities of the downtown tree management for 34 trees located on Main Street between First Avenue and Seventh Avenue.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

- a. As owner, the City agrees to assume liability for the trees.
- b. The City agrees to partner in the downtown tree management as follows:
 - i. Provide water truck for watering of the trees by Kiwanis for the summers of 2023-2025.
- c. The LDA agrees to partner in the tree management as follows:
 - i. Secure funding for tree guards to protect trees from damage.
 - ii. Secure funding to compensate Kiwanis for tree watering during summers of 2023-2025.
 - iii. The Lewistown Downtown Association holds a fund for the maintenance of the trees on Main Street. These funds are available until expended or further funds are secured. To access these tree maintenance funds, a written request that entails details on the need would be submitted to the Lewistown Downtown Association Board. The board would hold a formal vote during a board meeting on the request. Maintenance includes but is not limited to tree replacement, needed pruning, watering, tree guard repair/replacement, tree inspection, fertilization plan, pest control.
- d. Together, the LDA and City, commit to collaborating on proper maintenance, through secured resources (volunteers, paid staff, etc) until funds are expended or further funds are secured.

2. Time of Performance

- a. The LDA and City agree to the above-stated 'Scope of Services' until funds are expended.
- b. Should the LDA dissolve for any reason, maintenance funds for continued maintenance of downtown trees will transfer to another 501C3 as designated by the LDA board at that time.
- c. Upon transfer of funds, the designated organization assumes responsibility as listed in this MOU.

3. Compensation and Method of Payment

- a. There will be no compensation to either party for the services performed.

4. Access to Information

- a. It is agreed that all information, data, reports, and records as are existing, available and necessary for the carrying out of the work outlined above shall be made available to each party as requested by the other party.

5. Indemnification

- a. The LDA and City shall comply with the requirements of all applicable laws, rules, and regulations, and shall exonerate, indemnify, and hold harmless each other and their agency members from and against them, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, workers' compensation and income tax laws.
- b. The LDA shall indemnify and hold harmless the City from all claims that may arise from the LDA's management and maintenance of the trees as set forth in the Scope of Services described above.

6. Miscellaneous Provisions:

- a. This Agreement shall be construed under and in accord with the laws of the State of Montana, and all obligations of the parties created hereunder are performable in Montana.
- b. The Agreement shall be binding upon and insure to the benefit of the parties hereto and the respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability, shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and incorporated into this Agreement.
- f. This Agreement may be terminated by either party with 60 days written notice.

IN WITNESSETH HEREOF, the Parties have hereunto set their hands and seals,

City of Lewistown

Lewistown Downtown Association

BY: _____

BY: _____

Holly Phelps

Abby Franks

City Manager, City of Lewistown

Board Chair, Lewistown Downtown Association

**City of Lewistown and Lewistown Downtown Association
Banner Memorandum of Understanding**

THIS AGREEMENT, entered into this _____ day of _____, by and between the City of Lewistown hereafter called "City", and the Lewistown Downtown Association hereinafter called "LDA"

WITNESSETH THAT:

WHEREAS, the LDA desires to partner with the City in the management of the Lewistown Main Street banners concerning approximately 70 Main Street light posts from First to Eighth Avenue.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

- a. The LDA agrees to manage the installation of current Lewistown brand Main Street banners.
- b. The LDA agrees to be responsible for the cost and oversee the installation of new or replacement Lewistown Brand Main Street banners.
- c. The LDA agrees to be responsible for the cost and oversee installation of any new Main Street banner brackets.
- d. The LDA and City agree that the new and replacement Lewistown brand Main Street banners and brackets shall remain the property of the LDA
- e. The LDA and City agree that the Lewistown brand banners will remain as primary banners on the Main Street light poles during the pendency of the MOU.
- f. The LDA and City agree that the Lewistown brand banners will be moved/removed when other organizations wish to temporarily display their banners.
- g. The LDA and City agree that said organizations will need to be approved by the LDA before banner installation.
- h. The LDA and City agree that the Lewistown brand banners will be removed and rehung by the LDA. Banners will be stored in the LDA storage shed.
- i. The LDA and City agree that the cost of hanging and rehanging temporary banners will be the responsibility of the organization requesting temporary banner display.

2. Time of Performance

- a. The LDA and City agree to the above-stated 'Scope of Services' beginning May 2025.
- b. This agreement shall be reviewed in December of each year.

3. Compensation and Method of Payment

- a. There will be no compensation to either party as outlined in 'Scope of Services'.

4. Access to Information

- a. It is agreed that all information, data, reports, and records as are existing, available, and necessary for the carrying out of the work outlined above shall be made available to each party as requested by the other party.

5. Indemnification

- a. The LDA and City shall comply with the requirements of all applicable laws, rules, and regulations, and shall exonerate, indemnify, and hold harmless each other and their agency members from and against them, and shall assume full responsibility for payments of Federal, State, and local taxes on contributions imposed or required under the Social Security, workers' compensation and income tax laws.
- b. The LDA shall indemnify and hold harmless the City from any and all claims that may arise from the LDA's management and maintenance of the Lewistown brand Main Street banners as set forth in the Scope of Services described above.

6. **Miscellaneous Provisions:**

- a. This Agreement shall be construed under and in accord with the laws of the State of Montana, and all obligations of the parties created hereunder are performable in Montana.
- b. The Agreement shall be binding upon and insure to the benefit of the parties hereto and the respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability, shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and incorporated into this Agreement.
- f. This Agreement may be terminated by either party with 60 days written notice.

IN WITNESSETH HEREOF, the

Parties have hereunto set their hands and seals,

City of Lewistown

Lewistown Downtown Association

BY: _____

BY: _____

Holly Phelps

Abby Franks

City Manager, City of Lewistown

Board Chair, Lewistown Downtown Association

City of Lewistown

305 W. Watson
Lewistown, MT 59457
535-1760

11830

Business License Application

Business Name JH Electric

Street Address 12348 Cottonwood Creek Rd Phone 406-380-0813

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 Jacob Householder 12348 Cottonwood Creek Rd.

City Lewistown State MT Zip Code 59457 Phone # 406-380-0813

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 & # Jacob Householder 406-380-0813

Secondary Emergency Contact Name & # Lisa Householder 406-366-6772

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 ☐ # 1

Are There Smoke Detectors On The Premises? Yes ☒ No ☐ # 2

Are There Any Locked Or Blocked Exits During Business Hours? Yes ☐ No ☒

Applicant Signature [Signature]

City Use Only

Business License Fee: \$60.00

Business Classification Electrical Received By [Signature] Date 5/14/25

Sent to:

BUILDING DEPT ☐
FIRE DEPT ☐
HEALTH DEPT ☐
ZONING DEPT ☐
CITY MANAGER ☐

Received From:

BUILDING DEPT ☐
FIRE DEPT ☐
HEALTH DEPT ☐
ZONING DEPT ☐
CITY MANAGER ☐

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

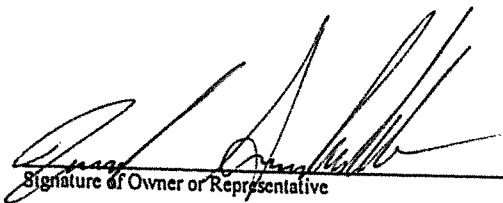
Business License & Registration Certificate Disclaimer

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

5/14/2025
Date

Jacob Hausholder
Printed Owner Name



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/29/2025

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 CENTRAL MONTANA INS CENTER 505 W MAIN, SUITE 101 LEWISTOWN, MT 59457-0000 cmic@centmtins.com		CONTACT NAME: PHONE (A/C, No, Ext): 406 538-2331 FAX (A/C, No): 406 538-2333 E-MAIL: ADDRESS:	
INSURED JACOB HOUSEHOLDER DBA: JH ELECTRIC 12348 COTTONWOOD CREEK RD LEWISTOWN, MT 59457		INSURER(S) AFFORDING COVERAGE INSURER A : DIAMOND STATE INSURANCE CO. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****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			DCC0001604	4/29/2025	4/29/2026	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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 HOLDERCITY OF LEWISTOWN
CITY COMPLEX
LEWISTOWN, MT 59457

EMAIL: clerk@ci.lewistown.mt.us

CANCELLATION

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

Tamee Crockett

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Effective Date: April 24th, 2025

Western Surety Company

LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 67465458That we, Jacob Householder

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 Lewistown, State of Montana, as Oblige, 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 Oblige, 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

_____ by the Oblige.

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 24th, 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 Oblige 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 24th day of April, 2025.

Principal

Principal

WESTERN SURETY COMPANY

By _____

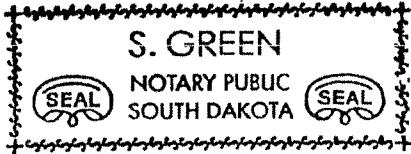
Larry Kasten, Vice President

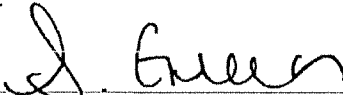
STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

On this 24th 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.




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 _____