

COMMITTEE OF THE WHOLE

June 16, 2025

6:00 PM

1. Tour the Pool – meet there

**NOTICE FOR, AND AGENDA FOR, A REGULAR MEETING OF THE CITY COMMISSION,
CITY OF LEWISTOWN, JUNE 16, 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 19, 2025 & June 2, 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 June 1, 2025 to June 12, 2025 for a total of \$603,220.38

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

1. Discussion and action on reviewing and approving the Lewistown Tree Removal Program Policy **(Action: approve, disapprove or amend the Lewistown Tree Removal Program Policy)** City Manager Holly Phelps
2. Discussion an ordinance amending Lewistown City Code Section 10-5-3 designating snow route area as Tier 1 and Tier II priorities, creating parking restrictions for snow routes and amending penalties City Manager Holly Phelps
3. Discussion and action on authorizing the City Manager to sign a memorandum of understanding between the Montana Department of Transportation and the City of Lewistown for the state funded City Park rest area maintenance program FY 2026 (Kiwanis Park public rest area) **(Action: approve, disapprove or amend authorizing the City Manager to sign the MOU between the MDT & the City)** City Manager Holly Phelps
4. Discussion and action on approving a business license for Big Dog Solar **(Action: approve, disapprove or amend approving business license Big Dog Solar)** City Manager Holly Phelps
5. Discussion and action on reappointing Patty Turk to another 3-year term on the Board of Adjustments **(Action: approve, disapprove or amend reappoint Patty Turk to Board of Adjustment)** 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

CITY OF LEWISTOWN STREET TREE REMOVAL ASSISTANCE POLICY

The City Manager and the City Commissioners of the City of Lewistown have determined that the following incentive program is in the best interests of the health, safety, and welfare of Lewistown citizens. To encourage the timely and proper removal of hazardous or nuisance trees located on public rights of way adjacent to private property, the City of Lewistown will contribute in-kind services for removal of existing trees which are found to be hazardous or considered a public nuisance under city ordinance #1731.

Summary: This program shall be applicable to the removal and disposal of street trees, which are adjacent to residential, industrial or commercial property, throughout the entire City, including the Downtown Business District.

This program ~~cannot~~may be used to trim, prune or otherwise maintain trees. All hazardous and nuisance trees, adjacent to property in the public right-of-way, that meet the City's removal criteria, must be removed. Trees within the area of the public right-of-way shall be considered for removal under this program if:

1. The tree has been sampled and found to contain Dutch Elm Disease.
2. The tree has been damaged to a point that it cannot be pruned in safe and appropriate manner.
- ~~2-3.~~ The tree is otherwise hazardous to the public.

The operation of this program is contingent upon the City Commission appropriating sufficient funds in the annual budget to cover the personnel, materials and contract expenses. Any project which is estimated to exceed \$10,000 of city resources by the Public Works Department must be approved by the City Commission.

The removal of a tree may be initiated either upon the property owner's filing of a written request for City assistance in the Department of Public Works or at the request of the Public Works Director (after being notified of a problem with an eligible tree). The City initiates the process by sending written notification to the property owner. This notice will also inform the property owner of the problems identified with the availability of this joint Public-Private Tree Removal Program. Applications for this program may be obtained from the Department of Public Works.

The City may provide-in-kind assistance to a property owners or business by performing one or more of the following actions: (Note: In most cases there will be a cost share amount required from the adjacent property owner.)

1. Inclusion of the tree in a tree removal contract;
2. Inclusion of the stump in a stump removal contract;
3. Traffic Control;
4. Provide barricades during the removal of the tree;

Approved by Lewistown City Commission

5. Disposal of the felled tree.

The co-pay for this program shall be applicable to the removal, disposal and/or trimming of street trees, which are adjacent to residential, industrial or commercial property, throughout the entire City, including the Downtown Business District.

The co-pay shall be \$500 per tree. The property owner will also be giving a \$100 gift certificate per tree for the purchase a new tree to be planted at the property.

5.

The following steps outline the procedure for implementation of the policy:

1. The City will publicize the program through media, fliers, posters, and other targeted means.
2. The property owner shall file a written application for tree removal assistance with the Department of Public Works. The Department of Public Works can be reached at 308 4th Ave South, or by calling (406) 535-1770.
3. After receiving completed application for participation, Public Works Director or his designated representative will meet the property owner to determine the scope of work to be covered by the program and shall inspect the tree, targeted for removal.
4. After receipt of the completed application, if the Public Works Director determines that the application is not approved, they will notify the property owner explaining the rejection.
5. As part of the completed application, property owner must sign a full release of liability and an indemnification agreement of the City, its employees, officials and agents for any work to be done by the City on this project. The city reserves the right to impose the costs on the property's taxes if the owner fails to meet the requirements of this policy.
6. Except for exceptional situations posing an imminent danger to the health or safety of the residents or other persons, City services shall be on a first-come, first-served basis with no minimum or maximum income eligibility requirement.
7. City work shall be contingent upon the availability of the Public Works employees.
8. The property owner must notify the City at least fifteen working days prior to the removal of the tree so the City can schedule any assistance accordingly.
9. The property owner will be responsible for obtaining any necessary tree permits as well as scheduling any required inspections during the course of work.
10. Applications shall be considered on a first come first serve basis. If the work is not completed within sixty (60) days of the original application and no extensions have been granted by the Public Works Director, the application shall be voided, and any request for funding would be considered a new application.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING LEWISTOWN CITY
CODE SECTION 10-5-3 DESIGNATING SNOW ROUTE
AREAS AS TIER I AND TIER II PRIORITIES,
CREATING PARKING RESTRICTIONS FOR SNOW
ROUTES, AND AMENDEING PENALTIES**

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF
LEWISTOWN, MONTANA, THAT CITY CODE SECTION 10-5-3 BE AMENDED TO
READ AS FOLLOWS:

10-5-3: PARKING TIME LIMITED FOR SNOW ROUTES:

(A) Parking Limitations: From November 1 through May 1 there are climatic conditions which cause accumulations of, snow, ice or sleet, or all three. When such conditions exist it may be necessary to take immediate action to safeguard life, property and public welfare by removal of the accumulations on through streets. Such conditions when they exist are declared to be public emergencies. Streets designated Tier I or Tier II Snow Routes shall have limited parking as follows:

(I) Tier I Snow Routes: Tier I Snow Routes are critical driving routes in Lewistown as these routes must be kept clear for emergency services and critical access. In the event that the City Manager declares a Snow Event as set forth in Section 10-5-3(B), No no person shall park on the following streets designated as Tier I Snow Routes Monday through Saturday any vehicle, motor vehicle, trailer or equipment from two o'clock (2:00) A.M.

~~until seven o'clock (7:00) A.M., November 1 through April 1 in any manner so as to obstruct city snow removal equipment.~~

- (a) It shall be the responsibility of the registered owner of a motor vehicle parked in a street designated as a Tier I Snow Route to remove the vehicle parked along the streets designated as a Tier I Snow Route at any time the City Manager declares a Snow Event.
- (b) Should the registered owner fail or refuse to remove the vehicle, the registered owner shall be subject to the penalties as set forth in in Section 10-5-3(D). In the event the registered owner has two prior citations or more for a violation under this section, the City, at its discretion, may impound the vehicle and it will only be released to the owner upon the city being reimbursed for towing charge and the posting of an appearance bond.

(II) Tier II Snow Routes: Tier II Snow Routes are considered important driving routes in Lewistown for access. From November 1 through May 1, parking on Tier II Snow Routes shall alternate from each side of the street on even and odd calendar days.

- (a) Even Calendar Days. On even calendar days, no person shall park on the side of the street with odd numbered property addresses.

- (b) Odd Calendar Days. On odd calendar days, no person shall park on the side of the street with even numbered property addresses.
- (c) It shall be the responsibility of the registered owner of any motor vehicle to remove the vehicle parked along the streets designated as a Tier II Snow Route during Even Calendar and Odd Calendar days as set forth in Sections 10-5-3-(II)(a) and (b).
- (d) Persons found to have committed a violation of this section shall be subject to penalties set forth in Section 10-5-3(D).

(III) Tier I and Tier II designated snow routes are designated as follows:

TIER I

No parking during Snow Event or actual accumulation of two (2) inches of snow.

<u>Terminal Drive</u>	<u>From Aztec to end</u>
<u>Aztec Drive</u>	<u>From Terminal Drive to Stratosphere Drive</u>
<u>Stratosphere Drive</u>	<u>From Airport Road to Aztec Drive</u>
<u>Airport Road</u>	<u>From Stratosphere Drive to Main Street</u>
<u>Lower Airport Road</u>	<u>From Airport Road to Birch Street</u>
<u>Birch Street Drive</u>	<u>From Lower Airport Road to Casino Creek Drive</u>
<u>Casino Creek Drive</u>	<u>From Golden Eagle Drive to Brassey Street</u>

<u>Roundhouse Road</u>	<u>From Castle Butte Road to edge of City Limits</u>
<u>Marcella</u>	<u>From Main Street to edge of the City Limits</u>
<u>Elm Street</u>	<u>From Main Street to E. Boulevard Street</u>
<u>2nd Avenue</u>	<u>From Water Street to Boulevard Street</u>
<u>3rd Avenue</u>	<u>From Main Street to Boulevard Street</u>
<u>4th Avenue</u>	<u>From Main Street to Boulevard Street</u>
<u>5th Avenue</u>	<u>From Main Street to Boulevard Street</u>
<u>6th Avenue</u>	<u>From Main Street to Boulevard Street</u>
<u>8th Avenue</u>	<u>From Janeaux Street to Main Street</u>
<u>Janeaux Street</u>	<u>From 8th Avenue to 1st Avenue</u>
<u>Broadway Street</u>	<u>From 7th Avenue to 1st Avenue</u>
<u>Entrance Avenue</u>	<u>From Main Street to Boulevard Street</u>
<u>Wendell Avenue</u>	<u>From Main Street to C Street</u>
<u>McKinely</u>	<u>From Wendell Avenue to F Street</u>
<u>F Street</u>	<u>From Main Street to McKinely</u>
<u>G Street</u>	<u>From Main Street to H Street</u>
<u>H Street</u>	<u>From Main Street to Truck by Pass</u>

Airport Road	From Spring Street to Casino Creek Road
Boulevard	From Entrance Street to Elm Street
Brassey	From 6th Avenue to 1st Avenue
Broadway	From Daws Street to Sixth Avenue
C Street	From Entrance Street to Wendell
Casino Creek Road	From Summit Street to 6th Avenue
Daws	From Broadway to Janeaux
Entrance	From State Highway 191/87 to Highwood Boulevard
Janeaux	From Daws Street to Seventh Avenue
Spring	From Airport Road to 5th Avenue
Water	From 5th Avenue to 1st Avenue
Watson	From 5th Avenue to 3rd Avenue
Wendell	From U.S. Highway 191 to Mount Pleasant Street
2nd Avenue	From Broadway to Janeaux

3rd Avenue	From Broadway to Water
4th Avenue	From 1st Avenue truck bypass to Water Street
5th Avenue	From Broadway to Brassey
6th Avenue	From Broadway to Brassey
7th Avenue	From 1st Avenue truck bypass to Main Street
8th Avenue	From Broadway to Janeaux
State highway plow routes:	
Main Street	Entire length in city limits
1st Avenue	Entire length in city limits

TIER II

Odd and Even Parking from November 1 to May 1

<u>Boulevard Street</u>	<u>From Elm to Entrance Avenue</u>
<u>C Street</u>	<u>From Entrance Avenue to Wendell Avenue</u>
<u>7th Avenue</u>	<u>From Main Street to 1st Street/Truck By Pass</u>
<u>4th Avenue</u>	<u>From Boulevard Street to Truck By Pass</u>
	<u>From Main Street to Water Street</u>
<u>6th Avenue</u>	<u>From Main Street to Earl's Street</u>
<u>5th Avenue</u>	<u>From Main Street to Brassey Street</u>
<u>3rd Avenue</u>	<u>From Main Street to Water Street</u>
<u>Water Street</u>	<u>From 5th Avenue to 1st Avenue</u>
<u>Watson Street</u>	<u>From 4th Avenue to 3rd Avenue</u>
<u>10th Avenue</u>	<u>From Spring Street to Main Street</u>
<u>Spring Street</u>	<u>From 10th Avenue to Lower Airport Road</u>
<u>State Highway Plow</u>	
<u>Routes:</u>	
<u>Main Street</u>	<u>Entire Length in City Limits</u>
<u>1st Avenue</u>	<u>Entire Length in City Limits</u>

(B) A "Snow Event" may be declared if the National Oceanic and Atmospheric Administration ("NOAA") forecasts snow accumulation equal to or greater than two (2) inches or if there is actual accumulation of snow equal to or greater than two (2) inches for any 24-hour period, from twelve o'clock (12:00) P.M. until twelve o'clock (12:00) P.M.

(B) (C) Vehicles To Be Ticketed And/Or Towed: Any vehicle, motor vehicle, trailer or equipment parked in violation of this section ~~and found to have obstructed city snow removal equipment~~ may be ticketed and/or towed and the ~~person owning registered owner of~~ such vehicle shall, in addition to any fine which may be imposed, be responsible for all towing and storage expenses which may arise.

~~1. An "obstruction" shall be defined as any vehicle, motor vehicle, trailer or equipment being parked or situated in a manner so as to prevent, hinder or impair snow removal equipment from plowing or removing snow from the entire width of the street to the curb or edge of the street.~~

(C) (D) Penalty: Every person convicted of a violation of this section shall be punished by a fine of \$25.00. For a second conviction within one (1) year after the first conviction, the person shall be punished by a fine of \$50.00. Upon a third or subsequent conviction within one (1) year after the first conviction, the person shall be punished by a fine of \$100.00. not less than five dollars (\$5.00) or more than one hundred dollars (\$100.00) per infraction.

(E) Notice. Notice of the designated routes and removal of snow, ice and sleet shall be given as follows:

(I) Annually on or about October 15 and on or about November 1, the City shall publish notice in a newspaper of general circulation or

publish the notice by other appropriate means. The notice shall be in substantially the following form.

"NOTICE OF SNOW ROUTE DESIGNATION"

"To: The Public at Large.

"Notice is hereby given that snow removal routes have been designated within the City of Lewistown. All streets designated as Tier I and Tier II Snow Routes are designated as snow routes for November 1 through May 1. It is unlawful for any vehicles to be standing or parked on any designated Tier I Snow Route when the accumulations of snow, ice or sleet or all three (3) exceed two (2) inches. From November 1 until May 1. Any vehicle parked on a street designated as Tier II shall follow an Odd and Even day schedule wherein vehicles shall only be parked on the side of the street with even property addresses on even calendar days and shall only park on the side of the street with odd property addresses on odd calendar days. A copy of a map depicting the Tier I Snow Routes and Tier II Snow Routes is on display at the Lewistown City Hall. It is the responsibility of the registered owner of the vehicle to adhere to the parking limitations set for streets designated as Tier I Snow Routes or Tier II Snow Routes. A violation of the law may result in the vehicle being impounded or fine being imposed or both."

(II) When it has been determined that the minimum accumulations of two (2) inches of snow have been exceeded and/or a Snow Event has been declared, the City Manager or his/her designee may notify the public by an appropriate method that an emergency exists and when removal will commence.

PASSED AND APPROVED on the first reading by the Lewistown City Commission this _____ day of _____, 2025.

PASSED AND APPROVED on the second reading by the Lewistown City Commission this _____ day of _____, 2025, and effective thirty (30) days thereafter.

Lorraine Day
COMMISSION CHAIR

ATTEST:

CITY CLERK

AGREEMENT BETWEEN
THE MONTANA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF LEWISTOWN
FOR THE
STATE-FUNDED CITY PARK REST AREA MAINTENANCE PROGRAM
SFY 2026

This Agreement is entered into by and between the Montana Department of Transportation (MDT), whose address is 2701 Prospect Avenue, Helena, MT 59620 and the City of Lewistown (CITY), whose address is 305 W. Watson Street, Lewistown, MT 59457. This Agreement establishes the roles and responsibilities relative to maintenance of the city park rest areas.

WHEREAS, MDT recognizes the need to maintain rest area facilities for the traveling public along Montana's Primary and Non-Interstate National Highways; and

WHEREAS, MDT's Montana Rest Area Plan provides state funds, subject to the necessary approvals by the Legislature for the maintenance of the facility; and

WHEREAS, the CITY desires to repair and maintain public rest areas within its city parks; to continue providing an important service to highway users; and

WHEREAS, it is to the advantage of both MDT and the CITY to coordinate their efforts in accomplishing this agreement without duplication of efforts.

NOW, THEREFORE, in consideration of the following mutual promises,

ARTICLE I – GENERAL OBLIGATIONS OF THE CITY

A. The CITY will:

- 1) Maintain and repair public rest areas within its city parks, including all eligible activities approved by MDT's Facilities Bureau associated with facility maintenance, utilities, cleaning supplies and janitorial services necessary to provide a clean and safe rest area facility.
- 2) Submit claims/bills for all eligible costs for the time period of July 1, 2025 to June 30, 2026 directly related to the maintenance of rest areas and agreed upon between the MDT and the CITY by **June 30, 2026**. All costs billed will be for the actual amount and supported by an acceptable accounting system. Efforts may be performed by other entities through local agreements; however, MDT will only reimburse the CITY.
- 3) Agree eligible costs include janitorial supplies, labor, garbage disposal, grounds maintenance, and utilities necessary to provide a safe and clean rest area. Other items will be considered on a case-by-case basis with MDT's prior approval. Reimbursements are limited to costs directly benefiting the traveling public.

ARTICLE II – GENERAL OBLIGATIONS OF MDT

A. MDT will:

- 1.) Reimburse the CITY costs not to exceed **\$6,980.00** for eligible activities approved by MDT's Facilities Bureau associated with facility maintenance, utilities, cleaning supplies, and janitorial services necessary to provide a safe and clean rest area facility. If there are additional funds remaining in the overall program budget for the period of performance of the contract, this Agreement may be reevaluated for eligible costs above the agreed upon budget.
- 2.) Make payment within 30 days of the submittal of a properly executed invoice/request for reimbursement.
- 3.) Periodically inspect each facility to ensure the facility has been maintained to a satisfactory manner.

ARTICLE III – GENERAL TERMS AND CONDITIONS

A. Both parties agree as follows:

- 1.) Term - The term of this Agreement shall be for State Fiscal Year 2026 (July 1, 2025, through June 30, 2026).
- 2.) Termination -The parties may mutually terminate this Agreement in writing at any time. MDT, at its sole discretion, may terminate or reduce the scope of this Agreement if available funding is reduced for any reason. MDT may terminate this Agreement in whole or in part at any time CITY fails to perform the Agreement terms as set forth.
- 3.) Hold Harmless & Indemnification – The CITY agrees to protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the CITY's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of the CITY, its agents, or sub-contractors, under this Agreement, except the sole negligence of MDT.

The State and Department of Transportation agrees to protect, defend, indemnify, and hold the CITY, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the MDT's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of MDT, its agents, or sub-contractors, under this Agreement, except the sole negligence of the CITY.

4.) Insurance

General Requirements: Each party shall maintain for the duration of this Agreement, at its own cost and expense, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the duties and obligations in this Agreement by each party, its agents,

employees, representatives, assigns, or sub-contractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

General Liability Insurance: Each party shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1 million per occurrence and \$2 million aggregate per year to cover such claims as may be caused by or arising out of any negligent acts or omissions in work or services performed under this Agreement, or as established by statutory tort limits as provided by a public entity self-insurance program either individually or on a pool basis as provided by Mont. Code Ann. Title 2, Chapter 9.

General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana or by a public entity self-insured program either individually or on a pool basis. Each party must notify the other immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. Each party reserves the right to request complete copies of the other party's insurance policy or self-insured memorandum of coverage at any time.

Workers' Compensation Insurance: The CITY must maintain workers' compensation insurance and require its contractors and its contractor's sub-contractors to carry their own workers compensation coverage while performing work within MDT right-of-way in accordance with Mont. Code Ann. §§39-71-401 and 39-71-405. Neither the contractor nor its employees are employees of MDT. This insurance/exemption must be valid for the entire Agreement period.

- 5.) Amendment - This Agreement may be modified only by a written amendment, signed, and dated by both parties.
- 6.) Governing Law & Venue - This Agreement shall be governed by the laws of the State of Montana. Venue for any litigation will only be in the First Judicial District Court, Lewis and Clark County, State of Montana.
- 7.) Binding Effect- The obligations set forth in this Agreement shall be binding upon, and the benefit of this Agreement shall inure to the benefit of, the party's respective successors and assigns.
- 8.) Relationship of the Parties - Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between MDT and the CITY.
- 9.) Non-Discrimination- During the performance of any work arising out of this Agreement the CITY, for itself, assignees and successors shall comply with all applicable non-discrimination regulations shown on MDT's Non-Discrimination and Disability Accommodation Notice, Attachment A, which is hereby incorporated by reference.

Additionally, MDT requires that any construction or maintenance resulting from this Agreement must include appropriate facilities that meet or exceed current MDT standards for accessibility as set forth by the United States Department of Justice 2010 ADA Standards for Accessible Design, United States Access Board Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way, and MDT Detailed Drawings, 608 Series.

- 10.) Audit – The CITY agrees the Legislative Auditor and the Legislative Fiscal Analysts may audit all records, reports, and other documents, which the CITY maintains under or in the course of this

Agreement to ensure compliance with this Agreement. Such records, reports and other documents may be audited at any reasonable time.

- 11.) Access and Retention of Records – The CITY agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine compliance with this Agreement. The CITY agrees to create and retain records supporting this Agreement for a period of three years after the completion date of this Agreement or the conclusion of any claim, litigation or exception relating to this Agreement taken by the State of Montana or a third party.
- 12.) Compliance with Laws – The CITY, in the performance of this Agreement, fully comply with all applicable state or local laws, rules and regulations, including but not limited to the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973.
- 13.) Severability and Integration – If any single part or parts of this Agreement are determined to be void, the remaining parts will remain valid and operative. This Agreement, as written, expresses the total, final and only Agreement of the parties relevant to its subject matter. No provision, expressed or implied, arising from any prior oral or written request, bid, inquiry, negotiation, contract, or any other form of communication shall be a provision of this Agreement unless specifically provided within the written terms herein.
- 14.) Counterpart Execution - This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

APPROVED FOR THE CITY OF LEWISTOWN:

By: _____ Date: _____

APPROVED FOR THE STATE OF MONTANA DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____

Reviewed for:

Legal Content

DocuSigned by:

By:

Valerie Balukas Attorney MDT

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Civil Rights

Signed by:

By:

Erika Wimmer

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ATTACHMENT A

MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

Montana Department of Transportation (“MDT”) is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter “protected classes”) by its employees or anyone with whom MDT does business:

Federal protected classes

Race, color, national origin,
sex, sexual orientation, gender
identity, age, disability, income-level
& Limited English Proficiency

State protected classes

Race, color, national origin, parental/marital
status, pregnancy, childbirth, or medical
conditions related to pregnancy or childbirth,
religion/creed, social origin or condition, genetic
information, sex, sexual orientation, gender
identification or expression, ancestry, age,
disability mental or physical, political or religious
affiliations or ideas, military service or veteran
status, vaccination status or possession of
immunity passport

For the duration of this contract/agreement, the PARTY agrees as follows:

(1) Compliance with Regulations: The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Non-discrimination:

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. The PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. A statement that the PARTY does not discriminate on the grounds of any protected classes.
 - ii. A statement that the PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
 - iii. Contact information for the PARTY’s representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.

iv. Information on how to request information in alternative accessible formats.

- c. In accordance with Mont. Code Ann. § 49-3-207, the PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that the PARTY does not discriminate on the grounds of any protected class.

(3) Participation by Disadvantaged Business Enterprises (DBEs):

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at mdt.mt.gov/business/contracting/civil/dbe.shtml
- b. By signing this agreement, the PARTY assures MDT that:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- c. The PARTY must include the above assurance in each contract/agreement the PARTY enters.

(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

(5) Information and Reports: The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(6) Sanctions for Noncompliance: In the event of a PARTY's noncompliance with the Non- discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

(7) Pertinent Non-Discrimination Authorities: During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Federal

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

State

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

(8) Incorporation of Provisions: The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

11851

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

Business License Application

Complete

Business Name Big Dog Solar

Street Address 620 Pheasant Ridge Dr Phone 208-932-7997

City Chubbuck State ID Zip Code 83202

Brief Description/Nature of Business Residential solar installations & electrical work

Is This a Recognized Non-Profit Organization? Yes ☐ No ☒ # of Employees 40

Owners Name and Address Brad Barrott. 620 Pheasant Ridge Dr.

City Chubbuck State ID Zip Code 83202 Phone # 208-932-7997

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 ☐

Complete

Fire Dept:

Primary Emergency Contact Name & # Terissa Morain, 208-690-9630

Secondary Emergency Contact Name & # ☐

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 ☐ # ☐

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

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

Sign

Applicant Signature Megan McBride

City Use Only Contractor

Business Classification B.I.

Received By Angela Schink Date 6-6-25

Business License Fee: \$600.00 pd.

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 BAUMMOND
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

NITIN JENNNESS
Police Chief

JAMES JENSEN
Fire Chief

VACANT
Public Works Director

ALISA WOLFFETZ
Utility 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.

Megan McBride (Permitting Clerk)
Signature of Owner or Representative

6/3/2025

Date

Brad Barrott

Printed Owner Name

The City of Lewistown is an Equal Opportunity Employer

Bond No: CBE1058332

The Cincinnati Insurance Company
License and Permit Bond

KNOW ALL MEN BY THESE PRESENTS, that

Big Dog Renewable Energy LLC

located at 620 Pheasant Ridge Dr, Chubbuck, ID 83202-4908

as Principal; and The Cincinnati Insurance Company, as Surety, are held and firmly bound
unto City Of Lewiston, Montana

located at 305 W Watson St, Lewistown, MT 59457-2961

as Obligee, in the full and just sum of Five Thousand Dollars and Zero Cents

(\$ 5,000.00) to be paid to said Obligee its successors and
assigns for the payment thereof well and truly to be made we jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH, that

WHEREAS, the said Principal is an applicant for a _____
license, and

WHEREAS, the said Principal will conform in all respects to the ordinances and building codes of the said Obligee while
performing _____ work, and

WHEREAS, the effective date of this bond is June 6th, 20 25.

NOW, THEREFORE, if the license shall be issued to the said Principal who shall conform to the ordinances and codes,
including all amendments thereto, of the said Obligee, then this obligation shall be void, otherwise, the same shall remain in
full force and effect until:

DEFINITE TERM ending June 6th, 20 26 unless renewed by Continuation Certificate.

IT IS HEREBY AGREED AND UNDERSTOOD, that

- (1) Regardless of the number of years this bond shall remain in force and the number of annual premiums paid thereafter,
the aggregate liability of the Surety hereunder is limited to the penal sum of this bond and any payment or payments
made shall reduce the amount of the bond to the extent of such payment or payments.
- (2) The Surety reserves the right to cancel this bond by giving thirty (30) days written notice to the obligee and on the
effective date of such thirty (30) day cancellation notice, the Surety is discharged and relieved of any liability, it being
understood and agreed, however, that the said principal and said Surety will be liable for any loss accruing up to the
effective date of said thirty (30) day cancellation notice, in no event, however, in excess of the penalty of the bond.

SIGNED, SEALED AND DELIVERED this 6th day of June, 20 25.

Principal: Big Dog Renewable Energy LLC

By: _____

Printed name and title

Surety: The Cincinnati Insurance Company

By: _____

Attorney-in-Fact: LaMond C Woods



Power of Attorney must be attached to the bond to be valid

S-2500 - DEFINITE

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

CBB1058332

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

LaMond C Woods

of Salt Lake City UT
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Five Thousand Dollars \$ 5,000.00

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 6th day of

June, 2025



Ed H