

COMMITTEE OF THE WHOLE

JUNE 2, 2025

6:00 PM

1. Code enforcement
2. Update from the snow committee

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, JUNE 2, 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

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 16, 2025 to May 31, 2025 for a total of \$109,519.55

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

1. Discussion and action on entering into a memorandum of understanding between the City of Lewistown and the Lewistown Public Library (**Action: approve, disapprove or amend entering in to MOU with the Library**) City Manager Holly Phelps
2. Public hearing to hear comments on a conditional use permit application from Clarissa Woods to operate a daycare in the Central Business District
3. Discussion and action on approving a conditional use permit from Clarissa Woods to operate a daycare in the Central Business District (**Action: approve, disapprove or amend conditional use permit**) City Manager Holly Phelps
4. Public hearing to hear comments on a request to subdivide, Lot 3 of the amended plat of Lot 3 of the K & T Properties Subdivision #2, into two lots
5. Discussion and action on approving a request to subdivide, Lot 3 of the amended plat of Lot 3 of the K & T Properties Subdivision #2, into two lots (**Action: approve, disapprove or amend request to subdivide, Lot 3**) City Manager Holly Phelps
5. Discussion and action on Resolution No. 4192, a resolution approving an application from Lewistown Insurance for TIF funds made to the Lewistown Tax Increment Financing District Board (**Action: approve, disapprove or amend Resolution No. 4192**) City Manager Holly Phelps
6. Discussion and action on approving and authorizing the City Manager to enter into an agreement with RPA for engineering services related to Task Order Number 6 – Water System Improvements 2023 – Phase 2 (**Action: approve, disapprove or amend entering into engineering agreement**) City Manager Holly Phelps

7. Discussion and action on the purchase of a RAS pump for the wastewater treatment plant
(**Action: approve, disapprove or amend purchase of RAS pump for WWTP**) City Manager
Holly Phelps

8. Election of Vice Chairman for remainder of 2025.

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

**SERVICE AGREEMENT AND
MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LEWISTOWN AND THE LEWISTOWN LIBRARY BOARD OF
TRUSTEES**

This Service Agreement and Memorandum of Understanding ("Agreement") is entered into this ____ day of _____ 2025 between the City of Lewistown, Montana, a municipal corporation of the State of Montana (hereafter, "City"), through its City Manager, and the Lewistown Library Board of Trustees (hereafter, "Library Board"), together referred to hereafter as "the parties".

RECITALS

WHEREAS, the City has established a free public library, the Lewistown Public Library ("Library") for the use of the citizens under regulations as prescribed by the Library Board, subject to approval of the City Commission (Lewistown City Code 2-6-2; § 22-1-309, MCA);

WHEREAS, the Library is a department of the City and the Library employees are employees of the City.

WHEREAS, the Library Board has exclusive control of the expenditure of the public library funds subject to a budget approved by the City Commission as well as other duties and authority set for and governed by § 22-1-309, MCA and § 22-1-310, MCA;

WHEREAS, on August 5, 2024, the City and the Montana Federation of Public Employees ("Association") entered a Collective Bargaining Agreement ("CBA"), in which Library employees are considered member employees. The CBA is effective July 1, 2024 through June 30, 2027;

WHEREAS, said CBA was established through collective bargaining procedures as provided for under Montana law, "the promotion of harmonious relations" between the City and Association and "the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and fringe benefits, employee safety, and other conditions of employment";

WHEREAS, to simplify annual budget appropriations to the Library, the parties desire to implement a procedure whereby the City funds all Library personnel costs, and the Library Board funds, or is responsible for funding, Library operations; and

WHEREAS, to address the ability of the City to provide liability, employment practices liability, workers' compensation, health, and property and contents coverage for the Library, and to make clear the rights and obligations by and between the City and the Library Board, the parties desire to create this Memorandum of Understanding regarding the City and the Library's respective rights and obligations, specifically as they relate to personnel management, such as to ensure that they are clearly-defined and understood.

UNDERSTANDING OF THE PARTIES

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

1. **PURPOSE:** The purpose of this Agreement is to provide stability and a framework of the roles, responsibilities and relationships of the City and Library Board as it relates to the efficient operation and management of the Library for the benefit of the community.

2. **TERM:** This Agreement shall commence for the fiscal year beginning July 1, 2025 and shall continue through and include June 30, 2028. The Agreement will automatically renew for each subsequent fiscal year unless one party provides written notice to the other at least ninety (90) days prior to the end of the term, of its intention to not renew the same.

3. OBLIGATIONS OF THE CITY:

3.A. **Personnel Costs:** As the City's contribution to support the Library, the City agrees to budget for all Library personnel costs for up to 5.5 FTEs (not to exceed 11,440 hours in a fiscal year) for position as described in the CBA.

3.A.1. "Personnel costs" include:

- Wages as provided by the current CBA and, in the case of the Library Director, the annual salary approved by the Library Board
- State and Federal withholding taxes;
- Workers' compensation contributions for employees, Board members, and volunteers;
- Overtime;
- Shift differential;
- Health insurance contributions;
- PERS contributions;
- Unemployment contributions;
- Retirement/termination buy out of accrued sick/vacation leave.

3.A.2. **FTE Positions:** The 5.5 FTE positions shall include the Library Director and those positions identified in the CBA. Any increase or decrease in working hours or changes in staffing levels for permanent employees must be mutually agreed upon.

3.B. **Insurance Coverage:** The City agrees to provide property insurance coverage for the Carnegie Library and Book Station buildings and contents as well as liability and Employment Practices Liability Insurance coverage under the City's insurance policies with its insurance provider.

3.C. **Payroll and Accounting:** The City agrees to handle the payroll and accounting for the Library.

4. OBLIGATIONS OF THE LIBRARY BOARD:

4.A. Funding Library Operations: The Library Board agrees it will be responsible for providing funding for all Library operations and building maintenance through diversified funding, except for the personnel costs paid by the City.

4.B. Annual Budget: The Library Board will prepare an annual budget for approval by the City in accordance with state law (§ 22-1-309(6), MCA).

4.C. Open Meeting Laws: The Library Board agrees to comply with all open meeting laws when meeting. This obligation shall include, but is not limited to, making certain that proper meeting notice occurs and that minutes from such meetings are taken and properly maintained as required by Montana Code Annotated Title 2, Chapter 3.

4.D. Laws and Regulations: As a tax-supported public library, the City and the Library Board must be aware of and ensure that all laws and regulations which relate to public libraries are properly followed.

5. OPERATION OF THE LIBRARY:

5.A. Library Board Authority: The Library Board shall have the authority to determine the policy for the operation and care of the Library; prepare budgets; authorize expenditures; determine the selection of materials; and negotiate contracts and agreements as set forth in § 22-1-309, MCA. The Library Board and the City agree to work cooperatively to discuss modifications or changes that will facilitate the efficient operation of the Library for the benefit of the public.

5.B. Communication: The Library Board and City further agree to provide each other with timely notice of all policy modifications or changes, including providing any written documentation which accompanies and/or supports such modifications or changes.

5.C. Execution of Contracts/Agreements: Per MCA 22-1-309 (3) the Library Board may contract for library services. The City Manager has the right to consult with the Library Board about any contracts and agreements for the Library regarding financial implications and budgetary issues. These agreement and or contracts must comply with city policy and state law.

5.D. Personnel Management: Pursuant to § 22-1-310, MCA, the Library Board oversees employees at the library. In recognition of library employees also being City employees, the Library Board agrees to the following:

5.D.1. Employee Status and Policy: Library employees are employees of the City. The parties acknowledge and understand that as employees of the City, all applicable City policies shall apply including but not limited to the City personnel policies.

The Library must notify the City of any change in status of any/all Library employees. This notification must be completed in a timely manner so that required timelines/deadlines can be met for completion of forms and notification of appropriate agencies.

5.D.2. Appointment and hiring. The Library Board shall have the authority and responsibility for hiring, appointment, promotions, termination, and disciplinary proceedings of the Library Director and, in coordination with the Library Director for library employees. The Library Board and Library Director shall follow City personnel policies and procedures for hiring and appointment and shall seek the guidance of City human resources (HR) in ensuring that the hiring process is legal and follows City protocol.

The Library Board and/or Director shall develop job descriptions for all Library positions to best meet the needs of the Library. All positions will be submitted for review to the Union and City HR.

5.D.2.a. Administrative status and supervision of Library Director and employees. The Library Director shall have the administrative status of a City department head and shall report to and be supervised by the Library Board.

The Library Director shall regularly attend department head meetings and will communicate regularly with the City Manager.

The Library Board has the authority and responsibility for evaluating the performance of the Library Director. The Library Director will supervise any library employees and is responsible for library employees' performance evaluations. Such performance evaluations shall be conducted as per City's personnel policies and the Library Board shall consult with the City prior to completion of the evaluation.

The Library Board and Library Director shall follow City policy and procedures and the most current CBA for supervision, handling grievances, discipline and/or termination. The Library Director and/or Library Board shall confer with City HR and/or the City Manager during a grievance or termination process. The City may contact the City's coverage provider and/or legal counsel for guidance and will report back to the Library Director and/or Library Board on appropriate action, which the Library Board shall follow. The Library Director and Library Board shall follow the recommendations of the coverage provider and/or legal counsel.

If there is a disagreement about the handling of a personnel management issue, the City, Library Board, and Library Director agree to follow the recommendations of the City attorney and/or HR professional.

All parties agree to act in good faith and in the best interests of the Library and citizens of the City in resolving any disagreements.

5.D.2.b. Execution of Library operation and policies. The Library Director shall manage the operations of the Library and be responsible to the Library Board for the execution of the Library Board's policies. The Library Director and employees agree to follow the payroll and accounting procedures of the City.

5.D.2.c. Wages. Library staff wages will be fixed in negotiations between the City

and Union. The Director's wage and any annual adjustments will be set by the Board in consultation with the City Manager. Yearly longevity increases will be calculated on the basis of one-half (1/2) of one (1) percent of the Library Director's current wage.

Recalculations of wages shall be agreed upon by July 1. Any wage recalculation shall not be retroactive.

5.D.2.d. Additional Staffing. Library is responsible for personnel costs above the 5.5 FTE positions provided by City. A plan to cover these employee cost must be incorporated in the budgeting process, in accordance with state law.

5.D.2.e. Volunteers. Library volunteers will be approved at the discretion of the Director and will be provided worker's compensation coverage through the City's insurance provider. The Library Director and/or Library Board will consult with the City Attorney when developing requirements and applications for volunteers. Volunteers will be subject to the same background and reference checks as regular employees.

5.E.1. Library Building. The Library Building is owned by the City of Lewistown as per Warranty Deed 561. The Library Board sets policy and works with the Library Director and staff on the use of the space. The Library Board agrees to confer with the City Manager when any major changes or building fixes are planned.

5.E.2. Library Building Committee. The Library Building Committee shall reserve one position for a representative designated by the City at its discretion.

5.E.3 Depreciation Fund. The City agrees to match contributions made by the Library Board up to \$5,000.00 to be placed in a Library Building depreciation account to offset maintenance, expansion, remodeling, or other approved building costs.

6. ADDITIONAL OBLIGATIONS.

6.A. Consistency in Operation: The City and Board agree that City Policies & Procedures, as well as the CBA negotiated between the City and City Union, will reflect the Board responsibilities and authorities outlined in this agreement, including those listed in § 22-1-309, MCA and § 22-1-310, MCA.

6.B. Annual Meeting. The City Manager, Library Board, and respective representatives shall meet at least once during the fiscal year to address outstanding issues related to Library operations. Either the City Manager or the Library Board may request a meeting at any time. The parties agree to convene within two (2) weeks of said request.

7. INDEMNIFICATION/HOLD HARMLESS: The City and Library Board agree to a mutual indemnification in which each party will indemnify the other for the negligent acts of its employees, board members, agents and/or subcontractors. Each party shall indemnify, hold harmless and defend the other party, at that party's own expense, against any and all claims

made for any accident, injury, or damage that occurs in, on, or about the Library that is caused by an act or omission of that party's employee, board member, agent and/or subcontractors.

8. MODIFICATIONS: Any modifications sought to be made to this Agreement shall be agreed to by both parties and will be memorialized in writing, signed by both parties.

9. NOTICE: Any notice required or permitted under this Agreement shall be deemed sufficiently given or serviced if sent by mail or hand delivered to:

City of Lewistown
City Manager
305 West Watson
Lewistown, MT 59457

Lewistown Public Library
Library Board of Trustees
701 West Main Street
Lewistown, MT 59457

Either party may, by written notice at any time during the term of this Agreement, designate a different address to which notices hereunder shall subsequently be sent. Written notice hereunder shall be deemed to have been given as of the time the same is deposited in the United States mail.

10. TIME OF ESSENCE: Time shall be of the essence of this Agreement and all the terms, covenants and conditions hereof shall be performed at or before the times herein set forth. Any forbearance on the part of either party in the enforcement of the terms and conditions of this Agreement shall in no way be construed as a waiver of default thereof or waiver of the obligatory effect of such provision.

11. CONSTRUCTION AND BINDING EFFECT: This Agreement shall be construed under the laws of the State of Montana and shall be binding upon and inure to the benefit of the respective parties, their heirs, executors, successors and assigns.

12. SEVERABILITY: If any term of this Agreement should hereafter be declared or becomes void or unenforceable by judicial decree or operation of law, all other terms of this Agreement shall continue to be effective unless the void or unenforceable terms materially defeats the manifest intent and purpose of this agreement.\

13. BINDING: This Agreement shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this Agreement, and the parties hereto approve and execute this Agreement.

CITY OF LEWISTOWN

Holly Phelps, City Manager

* APPROVED AS TO FORM:

City Attorney

* The City Attorney has provided advice and approval of the foregoing document language on behalf of the City of Lewistown, and not on behalf of other parties or entities. Review and approval of this document by the City Attorney was conducted solely from a legal perspective and for the exclusive benefit of the City of Lewistown. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

LEWISTOWN LIBRARY BOARD OF TRUSTEES

Chairperson

Trustee

Trustee

Trustee

Trustee



CONDITIONAL USE APPLICATION No. 25-cwp-4

CONDITIONAL USE PERMIT

The applicant listed below is applying for a conditional use permit. The intent of conditional use permits is to provide for specific uses, other than those specifically permitted in each district, which may be appropriate in the district under certain safeguards or conditions. She/he certifies that information contained in the application and attachments are valid. In addition to the application, the landowner must submit required exhibits, plans, and data as noted in Section 11-6-4 of the Lewistown Zoning Ordinance.

NAME OF APPLICANT/OWNER:

Clarissa Woods

DATE:

05/09/25

MAILING ADDRESS:

418 West Virginia

BUSINESS PHONE:

HOME PHONE:

406-366-0132

PROPERTY LOCATION (PHYSICAL ADDRESS):

203 3rd Ave N

LEGAL DESCRIPTION:

08-2467-15-1-23-03-0000

LOT # 001-003 BLOCK # J-4

Lewistown Original Townsite

SUBDIVISION

§ 007-009

S15, T15N, R18E

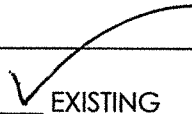
ZONING DISTRICT:

C-2

INTENT OF CONDITIONAL USE:

Childcare (Infant Center)

TYPE OF STRUCTURE:



EXISTING

PROPOSED

WILL STRUCTURAL ALTERATIONS BE MADE TO EXISTING STRUCTURE?

YES

☒ NO

IF "YES", PLEASE ATTACH PLANS

ANY RESTRICTIVE COVENANTS APPLICABLE TO PROPERTY?

YES

☒ NO

IF "YES", PLEASE ATTACH COPY

STATEMENT OF UNDERSTANDING

I understand that the Lewistown Zoning Commission will review my application and make a recommendation to the City Commission. If the Commission approves my request, I must utilize the conditional use permit privileges within either the six (6) month or eighteen (18) month time periods noted in Section 11-6-10 of the Lewistown Zoning Ordinance, with the exception of extensions or the permit will automatically become void. The property covered by an approved conditional use permit will not be used for any purpose other than that authorized by the permit unless modified as provided in Section 11-6-11 of the Lewistown Zoning Ordinance. I certify that the information contained in this application and attachments are valid.

Signature

Date

Clarissa Woods

05/09/25



CONDITIONAL USE APPLICATION No. _____

CONDITIONAL USE PERMIT APPROVAL CHECKLIST

TO BE COMPLETED BY THE APPLICANT

Hours business will be opened: 7:40-5:15 Days business will be opened: Mon. - Thurs

Estimate number of customers per day: 10

Will goods/materials be delivered to house? _____ YES ☒ NO

If yes, how often and by what means: _____

Will this business create any type of odor or noise (i.e. equipment usage):

_____ YES

☒ NO

If yes, please explain: _____

Are there any off-street parking spaces available? ☒ YES _____ NO

If yes, how many: 1

Do you plan on putting a sign up advertising the business? _____ YES ☒ NO

If yes, please provide a rough sketch below and refer to #5 on next page outlining Lewistown Sign Regulations.

Discussion and action on an application for a Conditional Use Permit (24-04-CU) to locate and operate an infant childcare business at 203 3rd Avenue North, in Lewistown.

Proposal:

The City of Lewistown is in receipt of an application to locate and operate an infant childcare business at 203 3rd Avenue North. The property is further described as Lewistown Original Townsite, Section 15, Township 15 N, Range 18 E, Block J-4, lots 1-3.

The proposed business will be in the Central Business District 2 (C2) Zone. The request is to allow for an infant childcare, ages 6 weeks to 24 months.

Public hearings will be held before the Zoning Commission on May 29, 2025, and before the City Commission on June 2, 2025. Both hearings are at the Council on Aging – Community Center at 307 W Watson Street.

Background:

The property previously has been used for commercial uses that included retail space and business.

Facts and Recommendation:

The Planning Department recommends conditionally approving of the Conditional Use Permit (CUP). Childcare is critically needed in Lewistown. The need for childcare was confirmed most recently through surveys and focus groups as part of the update of Lewistown's Growth Policy and Land Use Plan in which the lack of childcare was identified as a significant reason for the inability to recruit and retain employees at schools, the hospital, and businesses.

Currently, the only zones in which childcare is outright allowed are in Neighborhood Commercial and Public Institution. Special review is required for Childcare in all Residential zones, Manufactured Home, and General Commercial zones.

The proposed Childcare is for infants to be cared for between the hours of operation, 7:40 am to 5:15 pm, Monday through Thursday.

The expected traffic and parking are expected to be more than previous businesses at this location.

Childcare is completely consistent with the purpose and intent of uses in the Central Business Zone District, providing service outlets which serve the city or region. Childcare services are critically needed in Lewistown.

Conditions of approval to Ensure the Conditional Use will not adversely affect the public health, safety, or general welfare:

All State of Montana requirements for infant childcare must be met to begin operating the childcare.

The building at 203 3rd Avenue North must be deemed qualified by the Montana Department of Public Health and Human Services for licensure.

The building shall be inspected for fire and other safety reasons by the Lewistown Fire Marshal and Building Inspector. All identified safety needs shall be implemented prior to operating the childcare.

All Lewistown parking requirements in front of the building on Broadway Street must be adhered to. A plan for off-street parking is highly recommended.

No parking is allowed in the alley for more than the time necessary to safely drop off and pick up infants.

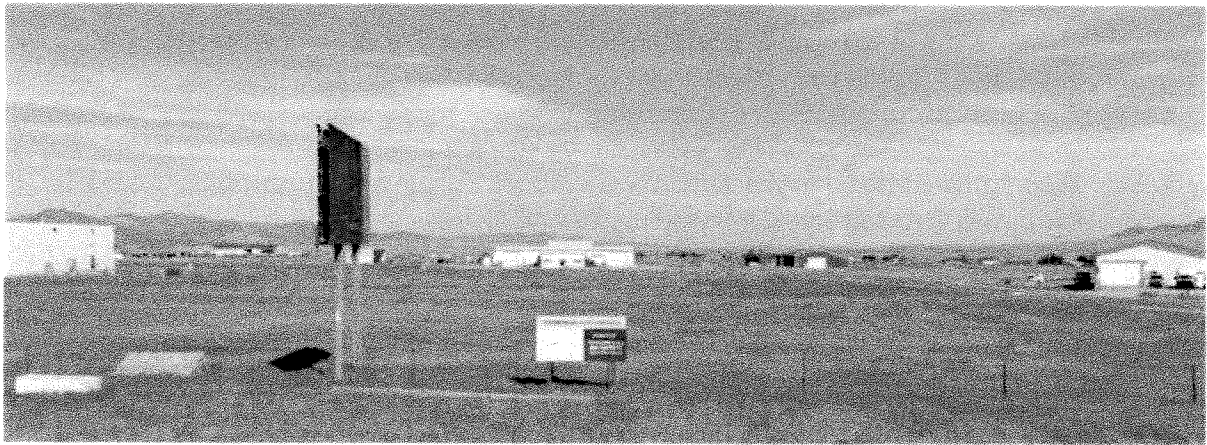
Zoning Commission Recommendation:

The Zoning Commission unanimously recommends approval of the CUP application with the following conditions:

1. All State of Montana requirements for infant childcare must be met to begin operating the childcare.
2. The building shall be inspected for fire and other safety reasons by the Lewistown Fire Marshal and Building Inspector. All identified safety needs shall be implemented prior to operating the childcare.
3. All Lewistown parking requirements in front of the building and on Broadway Street must be adhered to. A plan for staff parking outside of the downtown area is highly recommended.

City of Lewistown
Planning Department
Staff Report
May 2025

Amended Plat of Lot 3 of the Amended Plat of Lot 3
of K & T Properties Subdivision #2



(Fig-1) Looking north from Highway 87 at the proposed subdivision, 2nd lot back

Application Information

<u>Applicant:</u>	James and Jeffery Southworth and Julie Walsh
<u>Represented by:</u>	Matt Hammerstein, Woith Engineering, Inc.
<u>Requested Action:</u>	To create 2 lots from Lot 3 of the Amended Plat of Lot 2 of K & T Properties Subdivision #2 with a total acreage of 1.56 acres more or less; located in the SW ¼ of SW ¼ of Section 16 Township 15N Range 18E, Fergus County, Montana.
<u>Proposed Lot Sizes:</u>	Lot 3A = 0.83 Acres, Lot 3B = 0.77 Acres, Total = 1.6 Acres
<u>Existing/Proposed Land Use:</u>	Existing: Commercial Property was annexed in July of 2019 and is zoned Highway Commercial (C-3)

Neighboring Land Use:

Commercial uses surround this property, with Residential, Single Family to the north along H Street.

Classification:

This land was originally subdivided as part of the K & T Properties Subdivision #2 completed with Fergus County in 2003. Then in 2019 Lot 3 was subdivided into 4 lots. Therefore, the application for this subdivision has been classified and processed as a Subsequent Minor which has the same review criteria with the City of Lewistown as a major subdivision.

Time period for review:

The first pre-application meeting was held on February 25, 2025 with the Lewistown Planning staff. The application was submitted along with necessary review fees on April 7, 2025. The City has sixty (60) working days to complete the final review.

In recommending to approve, conditionally approve, or deny the subdivision application, the City-County Planning Board shall base its recommendation on compliance of the subdivision application with the following:

- 1.) **Standards defined in the City of Lewistown Subdivision Regulations and Montana Subdivision and Platting Act (MSPA);**
- 2.) **Applicable zoning regulations.** This area is currently zoned C-3, (Highway Commercial)
- 3.) **Other applicable regulations;**

In recommending approving, conditionally approving, or denying the proposed subdivision application, the City-County Planning Board may consider the following information as applicable:

- 1.) **Adherence to an adopted Land Use plan.** This subdivision is covered under the City of Lewistown's Land Use Plan (2024).
- 2.) **Environmental Assessment.** The proposed Subdivision lies completely within the City of Lewistown and will therefore be covered by its Growth Policy. Due to these conditions, the subdivision meets the criteria listed in sections 76-1-601 through 76-1-606 of the MSPA. Consequently, the City Planning Department recommends that the Planning Board waive the requirement for a full environmental assessment. The applicant has, as part five of their application, submitted a Summary of Probable Impacts statement as required per 76-3-603 (1) MSPA and addressed all issues that would be required in a regular assessment.
- 3.) **Public Hearing.** A legal notice was placed in the News Argus on May 17, 2025 and May 24, 2025, notifying of the intent to hold a public hearing in front of the City-County Planning Board on May 29, 2025. Four (4) certified letters were sent to the

applicant and all adjacent landowners on May 16, 2025 notifying them of this hearing.

4.) Probable impacts on our local environment and services. Below is a discussion weighing important impacts and the City Planning Departments conclusions on each:

A. Effect on Agriculture

The subject property is not currently for agricultural production. The land is currently withing a commercial subdivision. The proposed use is consistent with neighboring land use of commercial infrastructure. There is no foreseeable impact on long-term agricultural properties, and no mitigation measures are necessary.

Conclusion: No action is needed. This acreage is not critical to any local crop production.

B. Effect on agricultural water user facilities

There are no agricultural water facilities located within the subdivision boundaries.

Conclusion: No action is needed as there are no agricultural water facilities located on this parcel.

C. Effect on Local Services

Water & Sewage – This proposed subdivision will have two commercial lots and will have minor effects on local services. Water supply and sewage disposal will be provided by City water & sewer services. The City will be responsible for maintaining the sewer and water systems.

In addition, a Municipal Facilities Exclusion will be submitted to DEQ for review. The water and sewer mains were previously approved by DEQ prior to construction.

Conclusion: The Municipal Facilities Exclusion will be submitted to DEQ and approved prior to filing the final plat. A copy of this approval must be submitted to the Lewistown Planning Department.

Roads – There will be no public streets proposed in this subdivided property.

Conclusion: This subdivision is anticipated to a slight increase the traffic flow because of this subdivision. H Street and the intersection of Highway 87 and the Truck-by-pass are being studied as part of a larger transportation plan.

Emergency Services- The entire subdivision is serviced by the Lewistown City Police & Fire Department since it is located within city limits. Medical and Ambulance service is provided by the Central Montana Medical Center and Lewistown Ambulance. Police & Fire are located approximately 2.0 mile from the proposed subdivision. As far as medical and ambulance, the nearest hospital is located approximately 0.5 miles from the site.

Conclusion: The needs of the proposed subdivision are already being met by existing personnel and facilities.

Schools- This subdivision intends on creating commercial lots will not add any additional school age children to the local system because the property.

Conclusion: No action is necessary.

Solid waste - Trash removal is provided by Republic Services

Conclusion: No action is necessary.

Utilities—Local private utility companies that will provide services to the project include telecommunications (Mid Rivers Communications), and electricity and gas (NorthWestern Energy). Utilities will be placed underground within an easement. All utility easement delineation and construction will be subject to the approval of the appropriate utility providers.

Conclusion: There are already several utility easements provide any additional easements will be approved by the utility as needed.

D.) Park Land Requirements—A park land dedication will not be required as the proposed subdivision will create nonresidential lots per 76-3-621 (3)(b).

City Subdivision Regulations (VI-A-16)(b)(3) states: A park dedication is not required for subdivisions which will create only nonresidential subdivision lots.

Conclusion: No action is necessary.

E.) Mail Services- Mail delivery is currently provided by the Local US Postal Service in Lewistown.

Conclusion: No action is necessary.

F.) Effect on Natural Environment

a.) Soil & Vegetation – A geotechnical report was done on this lot in December of 2024. The subsurface of this lot is topsoil over native clays, sand and gravel.

Conclusion: For specific construction related recommendations refer to the geotechnical report prior to construction.

b.) Noxious Weeds- There appears to be no visible noxious weeds currently located on the property.

Conclusion: No action required as any weeds will be sprayed as required by City Code.

c.) Surface Water & Storm Drainage – In 2019 the prior subdivision constructed on-site storm detention facility. This plan included the post development

needs for this lot. It was assumed that 70% of this lot would be covered by impervious surfaces. That design was approved DEQ and City of Lewistown. The pond is designed to convey a 10 year storm through a weir and handle a 100 year event using the grate on the top of the structure. The pond is fenced and maintained by the property owners association.

Conclusion: At the time of development both Lot 3A and 3B must show that their impervious surface coverage does not exceed 70%.

G.) Effect on Wildlife and Wildlife Habitat

The City is not aware of any protected or endangered species within the proposed subdivision. This area is frequented by deer, other small mammals and birds such as grouse and pheasants have been seen. The existing property is surrounded by similar commercial uses, therefore creating a marginal or non-existent habitat for wildlife. This property does not have any riparian areas, wetlands, streams, or lakes.

Conclusion: No action is necessary

H.) Effect on Public Health and Safety

This subdivision does not appear to be subject to potential natural hazards such as snow, rock slides, high winds areas or within a special flood hazard area. There are no known health or safety hazards, such as high pressure gas mains, high voltage lines, or abandoned landfill, mines or wells on or near the subdivision.

Conclusion: No action is necessary

I.) Fire Hazard Analysis – No quantitative fire hazard analysis was done, since the area is part of a commercial development, adequate fire protection must be provided. Wildfires pose increasing threats to people and their property as communities develop in the wildland-urban interface. The wildland-urban interface refers to areas where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels. The threat exists anywhere that structures are located close to natural vegetation and where fire can spread from vegetation to structures, or from structures to vegetation. The Lewistown Fire Department approved the fire protection plan for the previous subdivision.

Conclusion: No action is necessary but the Lewistown Fire Department will need to approve all future development on these lots

J.) Historical Sites – There are no known historical, paleontological, archeological or cultural sites located near this property.

Conclusion: No action is necessary.

H.) Provision for Legal and Physical Access

All both lots have legal and physical access.

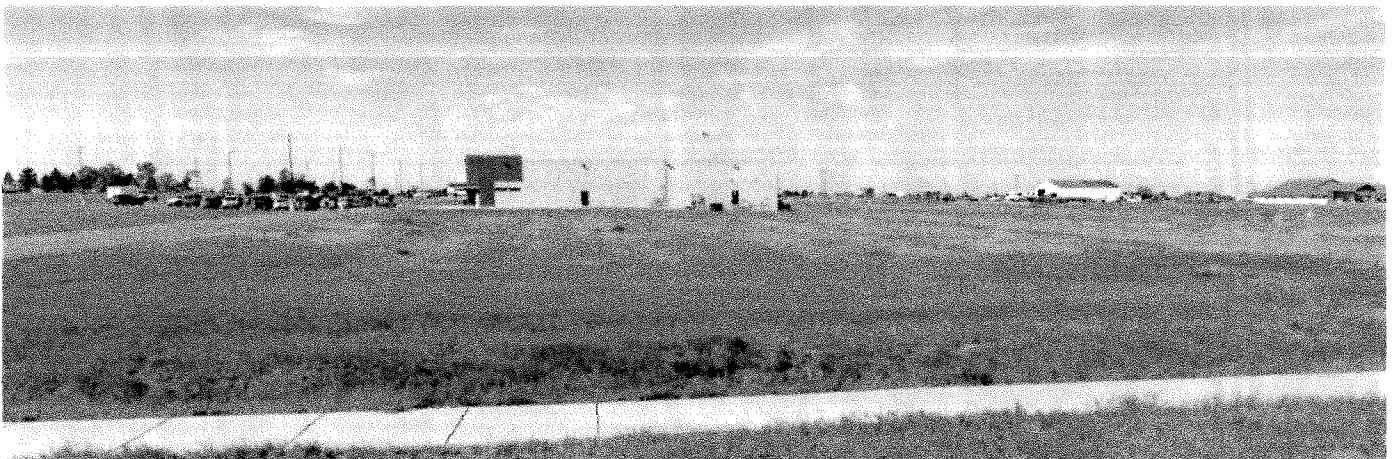
Conclusion: No action is necessary.

- 5.) **Public Comments** – One call was received after receiving the certified letter. The manager of the property did not have any issues with the subdivision of the property.
- 6.) **Planning staff recommendation.** After careful consideration and review, the City Planning Department recommends Board approval of the proposed Amended Plat of Lot 3 of the Amended Plat of Lot 3 of K & T Properties Subdivision #2 based on the following conditions: _____

Condition #1. The developer must obtain approval by Montana DEQ for the Municipal Facilities Exclusion and provide documentation to the City of Lewistown Planning Department.

Condition #2. The final plat will be reviewed for compliance with MCA 76-3-402 Survey and Platting Requirements for Subdivided Lands through 76-3-405 by the City Planning Department and Fergus County Clerk and Recorder.

***** Any significant changes in the preliminary plat or proposal will necessitate another planning board hearing. *****



(Fig – 2) Looking west at the proposed subdivision from H Street

Prepared By:
Holly Phelps
City of Lewistown
(406) 535-1775

RESOLUTION NO. 4192

A RESOLUTION APPROVING AN APPLICATION FROM LEWISTOWN INSURANCE FOR TIF FUNDS MADE TO THE LEWISTOWN TAX INCREMENT FINANCING DISTRICT BOARD

WHEREAS, the Lewistown City Commission has adopted Ordinance No. 1748 – An Ordinance establishing the Lewistown Urban Renewal Area, creating the Lewistown Urban Renewal District and adopting the Lewistown Urban Renewal District Plan; and

WHEREAS, by Resolution number 3903 the City created an Urban Renewal Agency per 7-15-4232 Montana Codes Annotated (MCA), which was designated as the “Lewistown Improvement District Board” to engage in activities authorized in 7-15-4234 MCA and provide administrative functions; and

WHEREAS, the Commission re-designated the “Lewistown Improvement District Board” as the “Lewistown Tax Increment Financing District Board” by Resolution 3923; and,

WHEREAS, the Commission appointed a Lewistown Tax Increment Financing District Board (hereafter, the “TIF Board”) in order to manage the Lewistown Urban Renewal District created by Ordinance 1748; and,

WHEREAS, the TIF Board oversees the operation of the Lewistown Urban Renewal District, including public purpose activities; promotional activities; façade building conservation and loan programs; and administrative functions; and,

WHEREAS, the TIF Board exercises those powers authorized by law as specified in Resolution 3923; and,

WHEREAS, the TIF Board has developed the Lewistown TIF District (LTD) Program whereby qualified applicants may apply for TIF District Program Funds for assistance in redevelopment or rehabilitation of properties within the Urban Renewal District; and,

WHEREAS, through its LTD Program the TIF Board has received numerous applications for TIF District Program Funds, has reviewed the same and, has recommended approval of several applicants for those funds; and,

WHEREAS, the City Commission has retained final budgetary authority for TIF program activities.

NOW, THEREFORE, BE IT RESOLVED, that the Lewistown City Commission hereby approves the following applications for TIF District Program Funds as recommended by the TIF Board:

1. Scot Solberg, DBA Lewistown Insurance, LLC, for façade on addition, 101 W. Main St, \$20,000 grant

BE IT FURTHER RESOLVED, that prior to disbursement of any TIF funds, all applicants shall enter into such Development Agreements as established and approved by the TIF Board.

PASSED AND APPROVED this 2nd day of June, 2025.

Loraine Day, Chairperson
Lewistown City Commission

Attest:

Nikki Brummond
City Financial Officer/Clerk

TASK ORDER NUMBER SIX
AGREEMENT TO FURNISH ENGINEERING SERVICES
to
CITY OF LEWISTOWN, MT
for
LEWISTOWN WATER SYSTEM IMPROVEMENTS 2023 - PHASE 2
DESIGN PHASE SERVICES

This Task Order provides for professional engineering services to be performed by ROBERT PECCIA & ASSOCIATES, INC. (hereinafter the Engineer), for the **CITY OF LEWISTOWN, MONTANA** (hereinafter the Owner), in accordance with Article 1 of the Agreement to Furnish Engineering Services to **CITY OF LEWISTOWN, MONTANA** for WATER, WASTEWATER, and ON-CALL ENGINEERING SERVICES, dated February 11, 2020, (hereinafter the Agreement). All provisions of the Agreement are incorporated by reference. This Task Order represents an authorization to proceed with the scope of services, schedule, and compensation described herein. This Task Order, when executed by both parties, shall become a supplement to and part of the basic Agreement.

ARTICLE 1. SCOPE OF SERVICES

The Engineer agrees to furnish the following professional engineering services in connection with the design of the **LEWISTOWN WATER SYSTEM IMPROVEMENTS 2023 - PHASE 2**, hereinafter referred to as the Project. The Project shall include following system improvements:

Water main replacements at the following locations:

- 2nd Avenue from Pine Street to Water Street;
- Brassey Street from 3rd Avenue to 5th Avenue;
- The alley between Idaho and Erie Street from 5th Avenue to 7th Avenue;

Also included as part of the contract, exploratory excavation will be completed at the intersection of Montana Street and 11th Avenue to determine the cause of reported stagnation. This project will also include repainting the interior and exterior of the Lower Pressure Zone water storage reservoir and lining approximately 275 feet of the Lewistown Ditch near the Joyland Rd Lift Station.

A. DESIGN PHASE

Field Surveys

The Engineer will establish a control network and conduct topographic field surveys of the entire project area so preliminary design work can be accomplished. The survey will include the area needed to match existing facilities and to obtain data not currently available regarding underground and surface improvements. Utility mapping will be based upon information provided by others.

Prepare Base Maps

Using the field survey and existing as-built drawings, the Engineer will prepare base maps as required at a suitable scale showing the physical features of the project. These maps will provide the basis for plans and details.

Asbestos Investigation and Lead Paint Screening

An asbestos investigation will be performed by G.E.D. Incorporated for the Project. There are known locations of existing asbestos concrete water pipe within the project work area. Additionally, Paint samples from the exterior of the LPZ tank will also be collected as part of this report. Existing laboratory test results of the tank's exterior paint exceed the EPA's threshold for allowable lead content.

Prepare Construction Drawings

The Engineer will prepare preliminary construction plans including the grade and alignment for the proposed water main. Valves and fire hydrants will be replaced along the project length. Details using City of Lewistown Standards will be utilized where possible.

Prepare Contract Documents and Specifications

The Engineer will prepare the Contract Documents and Specifications. The contract documents include the advertisement for bid, instructions to bidders, bid form, general conditions, supplementary conditions, special provisions, and standard forms.

For the specifications the Engineer will incorporate the most current version of the Montana Public Works Standard Specifications (MPWSS) to the extent possible. The Engineer will supplement the MPWSS specifications with additional technical specifications for work items that are not specifically addressed in the MPWSS.

Prepare DEQ Engineering Report and Plan Submission

RPA will prepare a Design Engineering Report as required for plan approval by MDEQ. RPA will submit the report along with the Construction Drawings and Contract Documents for review and approval by DEQ. The cost for plan review (MDEQ fee) will be paid directly by the Owner.

Prepare Opinion of Probable Construction Cost

The Engineer will calculate the project estimated bid quantities from the plans for incorporation into the Contract Documents. The Engineer will update the Opinion of Probable Construction Cost based on the calculated estimated bid quantities. The opinion of probable construction cost should be an estimate of the "average" cost to perform the work not the "low" bid cost.

Final In-House Review and QA/QC Approval

The Engineer will coordinate an in-house Quality Assurance \ Quality Control (QA\QC) review of the plans and specifications to gain approval to advertise for bids.

ARTICLE 2. SCHEDULE

It is anticipated that those services listed above under Article 1, Scope of Services, are to be completed by January 1, 2024.

ARTICLE 3. COMPENSATION

A. BUDGET

The budget for those services described above under Article 1, Scope of Services, shall be paid at the Engineer's hourly rates not to exceed a total of \$185,000, \$25,000 for the Lewistown Ditch portion of the Lewistown Water System Improvements 2023 – Phase 2 project, \$40,000 for the Lower Pressure Zone Tank Painting portion of the Lewistown Water System Improvements 2023 – Phase 2 project, and \$120,000 for the water main replacements and tank painting portion of the Lewistown Water System Improvements 2023 – Phase 2 project without prior approval from the Owner. An estimate of these costs are shown in Exhibit A - Schedule of Estimated Costs.

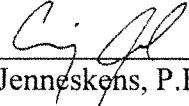
DATED May 20, 2025.

CITY OF LEWISTOWN, MONTANA

By: _____

Holly Phelps, City Manager

ROBERT PECCIA & ASSOCIATES, INC.

By:  _____
Craig Jenneskens, P.E., President

ROBERT PECCIA & ASSOCIATES
CIVIL ENGINEERING SERVICES CONTRACT
SCHEDULE OF ESTIMATED COSTS

TASK ORDER NO. 6
DESIGN

RPA Project No. 22723
Date: November 2, 2023



Lewistown Water System Improvements Phase 2 -
Lewistown Ditch Lining
Lewistown, MT
City of Lewistown

Work Item	Group Manager	Project Engineer	Surveyor	Survey Technician	Cadd Managers	Administrative Assistant	Accounting	Total Hours
Project Coordination/ Management	8							8
Field Survey and Base Map Drafting			18	8				26
Prepare Construction Drawings	8	30			40			78
Prepare Contract Documents and Specifications		14						14
Prepare DEQ Engineering Report	4	8						12
Prepare Cost Estimate		6						6
QA/QC	2							2
Produce Final Documents		2			8	4		14
Billing							2	2
Site Visit	6	6						12
TOTAL PERSON-HOURS	28	66	18	8	48	4	2	174
LABOR COST PER EMPLOYEE	\$ 5,551.56	\$ 7,475.82	\$ 2,653.20	\$ 710.88	\$ 6,367.68	\$ 294.88	\$ 304.10	\$ 23,358.12

Direct Expenses

Equipment (computers)	\$435.00
Equipment (Robot)	\$550.00
Office Costs (copies, supplies, postage)	\$100.00
Per Diem	\$150.00
Mileage	\$250.00
Misc. Supplies	\$157.00
Total Direct Expenses	\$1,642.00

GED Abbestos Report	
Sub Total Labor Cost	\$23,358.00
Direct Expenses	\$1,642.00

Total Engineering Fee	\$25,000.00
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ROBERT PECCIA & ASSOCIATES
CIVIL ENGINEERING SERVICES CONTRACT
SCHEDULE OF ESTIMATED COSTS

TASK ORDER NO. 6
DESIGN

RPA Project No. 22723
Date: November 2, 2023



Lewistown Water System Improvements Phase 2 -
 LPZ Tank Painting
 Lewistown, MT
 City of Lewistown

Work Item	Group Manager	Project Engineer	Surveyor	Survey Technician	Cadd Managers	Administrative Assistant	Accounting	Total Hours
Project Coordination/ Management	4	113.27	147.40	88.88	132.66	73.72	162.06	4
Field Survey and Base Map Drafting			12	8				20
Prepare Construction Drawings	10	50			60	2		122
Prepare Contract Documents and Specifications	4	20				2		26
Prepare DEQ Engineering Report	4	16						20
Prepare Cost Estimate		12						12
QA/QC	2							2
Produce Final Documents		12			12	4		28
Billing	4						3	7
Site Visit	4	4						8
TOTAL PERSON-HOURS	32	114	12	8	72	8	3	249
LABOR COST PER EMPLOYEE	\$ 5,344.64	\$ 12,912.78	\$ 1,788.80	\$ 710.88	\$ 9,651.62	\$ 689.76	\$ 456.16	\$ 32,334.63

Direct Expenses

Equipment (computers)	\$622.50
Equipment (Robot)	\$550.00
Office Costs (copies, supplies,)	\$200.00
Per Diem	\$200.00
Mileage	\$250.00
Misc. Supplies	\$137.00
Total Direct Expenses	\$1,959.50

GED Absestos Report	\$5,705.91
Sub Total Labor Cost	\$32,335.00
Direct Expenses	\$1,959.50

Total Engineering Fee \$40,000.00

ROBERT PECCIA & ASSOCIATES
CIVIL ENGINEERING SERVICES CONTRACT
SCHEDULE OF ESTIMATED COSTS

TASK ORDER NO. 6
 DESIGN

RPA Project No. 22723
 Date: November 2, 2023



Lewistown Water System Improvements Phase 2 -
 Water Main Improvements and Tank Painting
 Lewistown, MT

City of Lewistown

Work Item	Group Manager	Project Engineer	Surveyor	Survey Technician	Cadd Managers	Administrative Assistant	Accounting	Total Hours
Project Coordination/ Management	12							12
Field Survey and Base Map Drafting			70	80				150
Prepare Construction Drawings	16	210			200	6		432
Prepare Contract Documents and Specifications	6	60				6		72
Prepare DEQ Engineering Report	6	40						46
Prepare Cost Estimate		30						30
QA/QC	8							8
Produce Final Documents		40			40	12		92
Billing	8						8	16
Site Visit	12	12						24
TOTAL PERSON-HOURS	68	392	70	80	240	24	8	882
LABOR COST PER EMPLOYEE	\$ 13,482.36	\$ 44,401.84	\$ 10,318.00	\$ 7,108.80	\$ 31,838.40	\$ 1,769.28	\$ 1,216.40	\$ 110,135.08

Direct Expenses

Equipment (computers)	\$2,205.00
Equipment (Robot)	\$550.00
Office Costs (copies, supplies, postage)	\$200.00
Per Diem	\$500.00
Mileage	\$500.00
Misc. Supplies	\$204.00
Total Direct Expenses	\$4,159.00

GED Abbestos Report	\$5,705.91
Sub Total Labor Cost	\$110,135.00
Direct Expenses	\$4,159.00

Total Engineering Fee \$120,000.00



Wastewater &
Water Treatment
Specialists

MAY 27, 2025

TO: MIKE HOWELL
PROJECT: LEWISTOWN

Ambiente H2O Inc. is pleased to offer the following equipment. If you have any questions, comments and/or concerns, please do not hesitate to call.

ITEMS BY FAIRBANKS C/O AMBIENTE H2O INC.
Re: replacement pump for Fairbanks serial #1080049

1 each D5430WD pump and motor	\$44,000.00
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TOTAL \$44,000.00

ETA 14-16 weeks
PP&A Shipping

Stephen Wilson



Wastewater &
Water Treatment
Specialists

525 St. Johns Ave Suite D
Billings, MT 59101
swilson@ambienteh2o.com
(D)406-969-2022

Terms & Conditions

I. Item Installation

- A. Price terms are to include the item as it stands, and will not include services or equipment such as, but not limited to; (1) item installation, (2) anchor bolts, (3) miscellaneous valves and fittings, (4) gauges, (5) field wiring, (6) controls, (7) VFDs, unless specifically included otherwise. Add and subtract as relevant

II. Services Rendered

- A. Item start-up is included in proposal.

III. Shipment

- A. Shipment of equipment will be 12-14 weeks after submittal approval.

IV. Freight Costs

- A. Freight is prepaid and added to invoice.

V. Customer Duty of Inspection

- A. CUSTOMER IS RESPONSIBLE FOR INSPECTING ALL EQUIPMENT UPON DELIVERY.
- B. UPON RECEIPT ANY DAMAGE MUST BE IMMEDIATELY REPORTED TO FREIGHT COMPANY AND AMBIENTE H2O INC.
- C. Any claims for missing parts or equipment must be made within 30 days of delivery. Failure to make such claim will absolve Ambiente H2O Inc. from providing such missing parts or equipment past the 30 days, unless additional costs are assumed and tendered by Customer.

VI. Sales Taxes

- A. Applicable sales taxes are not included in the cost.
1. Due to a lack of sales tax, Ambiente H2O Inc. will not collect upon sales tax in Montana.

VII. Price Terms

- A. Prices configured will be valid for 30 days.
- B. Any outstanding balance, if applicable, will be due within 30 days of delivery.
- C. Alternate terms may be available upon written notice to and approval by Ambiente H2O Inc.

VIII. Payment Schedule

A. Ambiente H2O Inc. will receive 100% of purchase price Net 30 days from shipping.

IX. Method of Payment

A. Cash, Check, VISA, and MasterCard are acceptable forms of payment.

X. Promise of Good Faith and Fair Dealing

A. Upon Buyer's signature below, Buyer agrees to the terms and conditions listed herein. Buyer promises to honor the terms of this agreement and will abide by the payment conditions stated. Lack of payment for equipment delivered or for any additional services rendered will cause Buyer to be in default of this agreement. Interest will begin to accrue upon Buyer's default of this agreement at 8% per annum. Ambiente H2O Inc. may demand immediate payment upon default, and will be entitled to such demand until payment is received in full.

Date: _____

Signature: _____

Printed Name: _____

Buyer: _____