

COMMITTEE OF THE WHOLE

JULY 21, 2025

6:00 PM

1. Annual Report from Council on Aging
2. Annual Report from the Airport Board

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, JULY 21, 2025 AT 7:00 P.M. AT THE CENTRAL MONTANA COMMUNITY CENTER LOCATED AT 307 W WATSON

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF MINUTES – July 7, 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 30, 2025 to June 30, 2025 for a total of \$249,121.06

Acknowledgement of the claims that have been paid from July 1, 2025 to July 17, 2025 for a total of \$309,745.33

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

1. Annual Library Presentation
2. Discussion and action on allowing the Lewistown Ice Skating Association (LISA) to apply for a Land and Water Conservation grant on behalf of the City of Lewistown and submit an application to Fish Wildlife and Parks (**Action: approve, disapprove or amend allowing LISA to apply for a grant and submit an application**) City Manager Holly Phelps
3. Discussion and action on Resolution No. 4194, a resolution approving an application from Bill Buck for TIF funds made to the Lewistown Tax Increment Financing District Board (**Action: approve, disapprove or amend Resolution No.4194**) City Manager Holly Phelps
4. Discussion and action on Resolution No. 4195, a resolution approving an application from Gerri Campbell for TEDD funds made to the Lewistown Targeted Economic Development District Board (**Action: approve, disapprove or amend Resolution No. 4195**) City Manager Holly Phelps
5. Discussion and action on approving an emergency services dispatch agreement between the City of Lewistown and Fergus County (**Action: approve, disapprove or amend emergency services dispatch agreement**) City Manager Holly Phelps
6. Discussion and action on setting the boulevard maintenance assessment for fiscal year 2025-2026 (**Action: approve, disapprove or amend boulevard maintenance assessment for fiscal year 2025-2026**) City Manager Holly Phelps

7. Discussion and action on setting the street maintenance assessment for fiscal year 2025-2026
(**Action: approve, disapprove or amend street maintenance assessment for fiscal year 2025-2026**) City Manager Holly Phelps

8. Discussion and action on approving the rebuild of a sewage pump for the sewer department
(**Action: approve, disapprove or amend approving the rebuild of sewage pump**) 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

RESOLUTION NO. 4194

A RESOLUTION APPROVING AN APPLICATION FROM WILLIAM BUCK 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. William Buck, DBA William F Buck Rental Properties, LLC, for concrete work, 524 W. Washington St, \$14,700 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 21st day of July, 2025.

Loraine Day, Chairperson
Lewistown City Commission

Attest:

Nikki Brummond
City Financial Officer/Clerk

**EMERGENCY SERVICES DISPATCH AGREEMENT
BETWEEN FERGUS COUNTY
AND THE CITY OF LEWISTOWN**

This Agreement is made this 7 day of July, 2025 by and between the City of Lewistown (the "City" herein) and Fergus County (the "County" herein), jointly referred to hereafter as the Parties:

WHEREAS, the City owns, operates and maintains facilities, equipment and capabilities and maintains personnel necessary to provide 911 call answering services for law enforcement and emergency services operations to include E-911 services and,

WHEREAS, the City desires to provide these services to the County law enforcement and emergency services personnel; and

WHEREAS, the County desires to contract for the service of answering 911 and E-911 calls available from the City for the benefit of the County area (the "Service Area" herein).

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

I. SERVICES PROVIDED BY CITY: The City agrees to provide the following services:

A. Emergency 911 (E-911). The City will provide the services necessary to provide E-911 call taking services to the Service Area,, including:

1. 911 call taking, call relaying
2. Notification of appropriate responding agencies as identified in the E-911 system and assistance with multi-agency notification when requested.
3. E-911 plan development and administration.
4. E-911 database management.
5. Coordination with State 911 office.
6. Assist with GPS/GIS mapping for emergency response.
7. Coordination with area telephone service providers.
8. Provide a minimum of quarterly updates of the E911 GIS files

B. Equipment. The City will provide all equipment necessary for the provision of 911 call-taking. Equipment purchases will be funded by 911 Funds through the Central Montana 911 Board.

C. Budgeting. The City will be responsible for the budgeting of personnel and non-911 expenses/revenues as well as the bookkeeping and management of

A. Notice. Notwithstanding the term of this Agreement, either party may terminate this Agreement by giving the other party at least six (6) months written notice of the termination and providing the specific date when services shall cease.

B. Payments. Any payments owing shall be prorated to the date of termination.

VI. DEFAULT: Time is of the essence of this Agreement. Should either party fail to abide by the terms and conditions contained herein, the non-defaulting party may consider such failure a default and provide written notice thereof. Such written notice shall specify the nature of the default, and the party so notified shall have sixty (60) days in which to cure the specified default. In cases of non-payment, such period shall be forty-five (45) days. If the party in breach cures such default, this Agreement shall remain in full force and effect; otherwise the non-defaulting party may, without further notice, terminate this Agreement and the defaulting party shall have no further rights herein. The remedy of termination shall be in addition to any remedy allowable at law or equity.

VII. NOTICE:

A. Any notice required to be given under this Agreement shall be served upon the City or the County by either personal service or by registered or certified mail, sent directly to the City or the County at the following addresses:

City of Lewistown:

Lewistown City Manager
305 W. Watson
Lewistown, MT 59457

Fergus County:

Presiding Officer, Fergus County Commission
Fergus County Courthouse
Lewistown, MT 59457

B. Service by mail shall be complete, and the notice period for termination or default of this Agreement shall commence to run, on the date the notice is deposited in any U.S. Post Office, addressed to the City or Fergus County. In the event of a change of address of either of the parties, the party whose address is changing shall notify the other party in the same manner as provided for notices herein.

VIII. EXECUTION OF DOCUMENTS: Upon request, the Parties agree to immediately execute any and all documents which may be required to effect the terms of this Agreement.

IX. OTHER AGREEMENTS: The Parties agree that this Agreement represents the entire understanding of the Parties and supersedes any other agreements. No other agreements,

verbal or otherwise, are made. Any modifications to this Agreement shall be made in writing and properly acknowledged by the Parties hereto.

X. BINDING ON SUCCESSORS: The terms and provisions herein shall be binding upon the assigns of the Parties hereto.

XI. HOLD HARMLESS: The County covenants and agrees to hold harmless and indemnify the City from any and all damages, suits or other litigation that might arise out of actions under this Agreement by the County, its employees or agents. Similarly, the City covenants and agrees to hold harmless and indemnify the County from any and all damages, suits or other litigation that might arise out of actions under this Agreement by the City, its employees or agents.

Dated this 7 day of July, 2025.

CITY OF LEWISTOWN

BY:

HOLLY PHELPS, CITY MANAGER

FERGUS COUNTY

BY:

COMMISSIONERS:

ROSS BUTCHER, CHAIRMAN

JENNIFER SAUNDERS

TRAVIS WILLSON

ATTEST:

JANEL TUCEK, CLERK & RECORDER

FABIAN'S MACHINE & WELDING, INC.

307 1st Ave N

Lewistown MT, 59457

PH (406)538-3603 FAX (406) 535-4031

Invoice

Date	Invoice #
7/8/2025	2189

Bill To
Lewistown Waste Water 305 W. Watson Lewistown, MT 59457

CASH	CHARGE	ON ACCT.	CUSTOMER P.O. / UNIT NO.
	X		

Item	Description	Quantity	Rate	Amount
Labor	Labor: Rebuild Sewage Pump			
Merchandise	Bolts		4,500.00	4,500.00
Merchandise	Hitch		32.50	32.50
Merchandise	Tires		32.35	32.35
Merchandise	New Pump		115.00	115.00
Merchandise	Gasket		10,575.00	10,575.00
Merchandise	Taper Lock		10.00	10.00
Freight	Freight		108.00	108.00
			353.00	353.00
5310-430640-360				
Waste water				
Total				\$15,725.85

Repair
PURCHASE REQUISITION FORM
CITY OF LEWISTOWN

305 W. Watson St.
Lewistown, Mt 59457

Department WWTP Requested by M. Kettwell Date 3-17-24

Account # (s) 5310-430640-360 Financial Officer Review (int) _____

Description of the goods and/or services:		
<i>Repair GARMAN PUMP 6" PUMP</i>		

		Quoted Price
Vendor #1:	<i>JABRANS</i>	
Address:		<i>10,000</i>
Phone:	<i>Replace Pump Parts</i>	
Notes:		
	<i>7000, PARTS LABOR 3,000</i>	

Vendor #2:		
Address:		
Phone:	<i>X</i>	
Notes:		

Vendor #3:		
Address:		
Phone:	<i>X</i>	
Notes:		

Approved Vendor # 1

Authorization to purchase through vendor noted above

H. Phelps
City Manager

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

CITY OF LEWISTOWN
PURCHASE PRE-APPROVAL FORM

REQUESTING DEPARTMENT: Waste Water

REQUESTING INDIVIDUAL: Mike Howell

DATE OF REQUEST: 3-19-2025

DESCRIPTION OF PURCHASE REQUEST: Repair
CHARMAN Pump 6" Pump

ESTIMATED TOTAL COST: \$ 10,000

REQUESTED SOURCE OF FUNDING: _____

IF NOT BID, REQUESTED VENDOR: FABRANDS-

REQUIRED APPROVALS:

♦ DEPARTMENT HEAD / SUPERVISOR: _____
(For all purchases over \$500.00)

DATE OF FINAL APPROVAL: _____

****BE SURE TO ATTACH AT LEAST TWO OTHER VENDOR QUOTES****