

COMMITTEE OF THE WHOLE

August 5, 2024

6:00 PM

1. Library Annual Report
2. Review of budget and certified values

NOTICE FOR, AND AGENDA FOR, A REGULAR MEETING OF THE CITY COMMISSION, CITY OF LEWISTOWN, AUGUST 5, 2024 AT 7:00 P.M. AT THE CENTRAL MONTANA COMMUNITY CENTER LOCATED AT 307 W WATSON

To participate virtually the options are as follows:

To join by zoom: <https://zoom.us/j/8486275925?pwd=dTVGbndDK253ZUJLMjRuZXU5QVpMdz09>

Meeting ID: 848 627 5925 Passcode: 59457

- CALL TO ORDER
- PLEDGE OF ALLEGIANCE
- ROLL CALL
- APPROVAL OF MINUTES – July 15, 2024
- COURTESIES
- PROCLAMATIONS
- BOARD AND COMMISSION REPORTS
- CITY MANAGER REPORT
- PUBLIC COMMENT – non agenda items

CONSENT AGENDA

Acknowledgement of the claims that have been paid from July 1, 2024 through July 31, 2024 for a total of \$173,272.94

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

1. Discussion and action on approving a business license for Green Source Electric (**Action: approve, disapprove or amend approving a business license for Green Source Electric**) City Manager Holly Phelps
2. Discussion and action on approving the general union bargaining agreement for 2024-2027 (**Action: approve, disapprove or amend general union bargaining agreement for 2024-2027**) City Manager Holly Phelps
3. Discussion and action on approving 2nd reading of Ordinance No. 1772, an Ordinance amending City of Lewistown code 5-15-1 as it pertains to distances between churches and schools and establishments with a liquor license within the City Limits. (**Action: approve, disapprove or amend second reading of Ordinance No. 1772**) City Manager Holly Phelps
4. Discussion and action on approving Resolution No. 4157, a resolution approving proposed improvements by State of Montana through its fish and game commission to fish hatchery property pursuant to lease agreement dated December 20, 1950, and approving proposed replacement and construction of building (**Action: approve, disapprove or amend construction of a new residence at the Fish Hatchery**) City Manager Holly Phelps
5. Discussion and action on approving Resolution No. 4158, a resolution approving proposed improvements by State of Montana through its fish and game commission to Fish Hatchery property pursuant to lease agreement dated December 20, 1950 and approving proposed right of way easement to Fergus Electric Cooperative, Inc., for utility services (**Action: approve, disapprove or amend approving an easement for upgrading the powerline at the Fish Hatchery**) 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
305 W. Watson
Lewistown, MT 59457
535-1760

7034E

Business License Application

Business Name Green Source Electric
Street Address 391 Stagecoach Ln Phone 406-465-9593
City Townsend State MT Zip Code 59644
Brief Description/Nature of Business Electrician / Electrical Contractor
Is This a Recognized Non-Profit Organization? Yes ☐ No ☒ # of Employees 4
Owners Name and Address Derrick Hedalen 391 Stagecoach Ln.
City Townsend State MT Zip Code 59644 Phone # 406-465-9593

Planning & Building Dept: NA

Legal Description: Lot ☐ Blk ☐ Subdivision ☐ Lot Sz (sq ft) ☐

Estimated Square Footage ☐ Occupant Load ☐ Zoning District ☐

Is The Building Currently Under Construction or Remodeling? Yes ☐ No ☐

Remodeling or New Construction Within The Last 12 Months? Yes ☐ No ☐

Is Building in The City Limits? Yes ☐ No ☐

Fire Dept:

Primary Emergency Contact Name & # Susie Hedalen 406-465-3531 wife

Secondary Emergency Contact Name & # Rhonda Hedalen 406-410-3031 mom

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 ☒

Applicant Signature [Signature]

City Use Only

Business License Fee: 65 - 55.00

Business Classification Electrician Received By [Signature] Date 6/24/24

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

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

KATH SPILA
LORRAINE DAY
Ward One Commissioners

RON HARRIS
DIANA NEWITT
Ward Two Commissioners

DAVE SCOTTEN
DAN BUEHLER
Ward Three Commissioners

KELLYANNE TERRY
At Large Commissioner

HOLLY PHELPS
City Manager

NIKKI BRUMMOND
Finance Director/City Clerk



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

LISA LANGBUSH
Park and Recreation Director

T. Lee West
City Attorney

JUSTIN JENNIFSS
Police Chief

JAMES JENSEN
Fire Chief

VACANT
Public Works Director

ALISSA WOLENETZ
Library Director

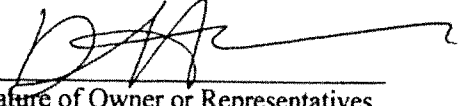
DOUG OSTERMAN
Planning Director

Business License & Registration Certificate Disclaimer

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

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

Building, Fire, Zoning and other City Code requirements and grant City Officials the privilege and
authority to conduct such inspections as may be necessary.


Signature of Owner or Representatives
Derrick Hedalen
Printed Owner Name

6/24/24
Date

AGREEMENT

This Agreement is made and entered into this _____ day of July, 2024 by and between the City of Lewistown, Montana hereinafter referred to as the "Employer" and the MONTANA FEDERATION OF PUBLIC EMPLOYEES, hereinafter referred to as the "Association."

In consideration of the mutual covenants herein recited, which have been established through collective bargaining procedures as provided for under Montana statutes, this Agreement has as it's purpose the promotion of harmonious relations between the EMPLOYER and the ASSOCIATION; 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.

ARTICLE 1 - DEFINITIONS

Section 1 - City: The term "City" means City of Lewistown, Montana, its elected officials, or representatives of the City Commission.

Section 2 - Association: The term "Association" means the Montana Federation of Public Employees, City of Lewistown unit.

Section 3 - Days: When referring to time limitations in the Agreement, days shall mean calendar days, unless otherwise stated.

Section 4 - Regular Full Time Employee - An employee who has satisfactorily completed the probationary period and works generally forty (40) hours per week and is eligible for all employee benefits.

Section 5 - Regular Part Time Employee - An employee who has satisfactorily completed the probationary period and works generally less than forty (40) hours per week and is eligible for limited benefits on a prorated basis.

Section 6 - Temporary Employee - An employee who works on a regular or irregular basis for a specified period of time, not to exceed twelve (12) months, and whose employment is terminated at the end of the work period. A temporary employee may be eligible for limited benefits after completion of the qualifying period.

Section 7 - Seasonal Employee - An employee who, on a regular or irregular basis, performs seasonal work not to exceed six (6) months.

Section 8 - Short Term Employee - A Short Term employee is one who works for short periods of time, not to exceed ninety (90) days in any continuous twelve (12) month period and is not eligible to earn leave, holiday, or group insurance benefits.

ARTICLE 2 - RECOGNITION

Section 1 - The Employer recognizes the Association as the sole and exclusive bargaining agent for employees of the City of Lewistown, Montana: Public Works Department, Waste Water Treatment Plant, City Office, City Library, and Recreation Department and including but not limited to all job titles contained in Addendum "B" of this Agreement.

Section 2 - Exclusions include all supervisors such as Public Works Director, Superintendent of Operations, Treatment Plant Chief Operator, City Clerk, City Treasurer, Recreation Department Director, City Attorney, and Library Director. Exclusions also include other Departments such as Police Department, Fire Department, Planning Department, and Swimming Pool as well as seasonal, temporary, and short-term employees.

ARTICLE 3 - ASSOCIATION SECURITY

Section 1 - The Employer agrees to accept and honor an employee's voluntary written assignment designating a specified amount of wages or salaries due and owing as Association dues.

Section 2 - Upon written authorization of any employee within the bargaining unit, the Employer shall deduct from the pay of the employee the monthly amount of dues as certified by the Association Secretary and shall deliver dues to the MFPE, 1232 East 6th Avenue, Helena, MT 59601.

Section 3 - In the event that the Association designates a member employee to act in the capacity as official spokesperson for the Association on any matter, such a designation shall be made in writing and shall specify the period covered by the designation.

Section 4 - A written list of the accredited Officers and Representatives of the bargaining unit shall be furnished to the Employer immediately after their election and the Employer shall be notified of any changes of said Officers or Representatives with in seven (7) days.

ARTICLE 4 - NON-DISCRIMINATION

Section 1 - The Employer may grant reasonable leaves of absence to employees whenever required in the performance of duties as "duly authorized representatives of the Association", provided necessary manpower is available to cover shifts.

Section 2 - It is recognized that employees representing the Association for the purpose of negotiations or serving on the Labor/Management Committee are acting on behalf of the Association and its members, not in their capacity as employees of the Employer. However, employees representing the Association in these activities shall be given sufficient time during duty hours, without loss of pay or other benefits, to perform their duties.

Section 3 - The parties further agree that each will fully comply with applicable laws and regulations regarding discrimination against any application for employment or any application for Association membership because of a person's race, religion, color, national origin, age, sex or handicap.

ARTICLE 5 - MANAGEMENT RIGHTS

Section 1 - Rights of the City. The Association recognizes that the Employer has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the City to the full extent authorized by law. The Association further agrees that all management rights, functions, and prerogatives not expressly delegated in this Agreement are reserved to the City.

Section 2 - Management Rights. Public employees and their Representatives shall recognize the prerogatives of the City to operate and manage its affairs in such areas as, but not limited to:

- a. Direct employees;
- b. Hire, promote, transfer, assign and retain employees;
- c. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be ineffective or unproductive;
- d. Maintain the efficiency of government operations;
- e. Determine the methods, means, job classifications, and personnel by which the government operations are to be conducted;
- f. Take whatever actions may be necessary to carry out the mission of the Employer in situations of emergency;
- g. Establish the methods and processes by which work is performed.

Section 3 - Effective Laws, Rules, and Regulations. The parties recognize the right, obligation, and duty of the Employer, and its duly designated officials, to promulgate rules, regulations, directives, and orders from time to time as deemed necessary in so far as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. All terms of this Agreement are subject to the laws of the State of Montana, federal laws, and valid rules, regulations, and orders of the State and Federal governmental agencies.

Further, the Association specifically adopts the Personnel Handbook of the City of Lewistown which constitutes the Personnel Policies and Personnel Procedures in effect December 4, 2017, and any amendments thereto not in conflict with this Agreement. The Employer recognizes that no changes shall be made to the Personnel Policies or Personnel Procedures effective to the Bargaining Unit unless mutually agreed to by the Association. The Employer will notify the Association in writing of any changes made to the Personnel Policies, Personnel Procedures, rules, regulations, directives, and orders pertaining to employees during the duration of this Agreement. If the Association does not notify the Employer, in writing, of any objections to those changes within 30 calendar days such changes shall be deemed accepted by the Association. The Association will have 30 days from the date of ratification of this contract to review, comment, and voice objections on the Personnel Handbook approved December 4, 2017.

ARTICLE 6 - CONTRACTING & SUBCONTRACTING OF PUBLIC WORK

The Association recognizes that the City has statutory and other rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Association, nor to discriminate against any of its members.

ARTICLE 7 - HOURS OF WORK

Section 1 - The normal full time work week is Sunday through Saturday, beginning and ending at midnight on Saturday and consisting of forty (40) hours. The normal full time employee work day shall consist of five (5) consecutive eight (8) hour days of work with an unpaid meal period at or near the middle of the work period not to exceed one (1) hour.

A Department may vary from the normal work week with a paid or unpaid meal period at or near the middle of the work period with the mutual approval of the employees in that Department and the City Manager. Length of meal periods shall be determined by each Department's needs. Regularly scheduled paid meal periods are subject to prior approval of the City Manager.

Section 2 - A rest break of fifteen (15) minutes is provided near the middle of each half of the work period not broken by a meal period unless other arrangements have been made. Rest breaks will be taken at a time and place mutually agreed upon including the combining of rest breaks into one.

Section 3 - The work schedule for a designated work week will be established by the Employer. Employees will be given a twenty-four (24) hour notice prior to a change in the regular shift schedule.

Section 4 - All time worked in excess of forty (40) hours in any one work week shall be paid at the rate of one and one-half times the regular rate of pay. Overtime pay for non-exempt employees will be paid for all hours worked over forty (40) hours in a work week. Holidays, Sick Leave, and Vacation time are considered hours worked.

Section 5 - The Employer reserves the right to determine the number of employees that are required to work on Holidays. If an employee works on a Holiday as set forth in Article VIII, Section 1, the compensation will be either:

- I. Payment of regular holiday pay eight (8) hours **plus** payment for each hour worked no more than eight (8) hours at the rate of one and one half (1 1/2) times the hourly rate; or

2. Payment at the rate of one and one half (1 1/2) times the hourly rate **plus** an alternate day off, either one is given by mutual agreement between the Department Head and the employee.

Section 6 - All employees covered by the terms of this Agreement who are called back to work, not as an extension of the regular shift, or if an employee is called out on his/her regular scheduled day off, will be guaranteed a minimum of two (2) hours work or pay at one and one-half times their regular rate of pay. All hours worked in excess of two (2) hours during a call out shall be compensated at the one and one half (1 1/2) times the rate of pay. Each call out after returning from a 2 hour call shall be considered a separate call out under this Section. Call out on a holiday shall be a minimum of two (2) hours work or pay at two times their regular rate of pay. In the event the employee asks to be excused before the work is completed and the Supervisor excuses him/her, he/she will be paid only for the time worked at one and one half (1 1/2) times the regular rate of pay.

Section 7 - Each employee shall record their hours of work on the time record provided by the Employer. No employee shall work overtime without the prior authorization of their supervisor. Any hours worked as overtime shall be recorded to the nearest fifteen (15) minutes.

Section 8 - Upon written approval of the Department Head, an employee may trade shifts. Any employee desiring such a shift trade must request the trade in writing and signed by both of the employees involved in the trade. Each employee shall certify that no overtime exposure will accrue to the Employer as a result of the shift trade. Both employees must be in the same or similar job classification to enable the required work to be performed. Employees involved in the shift trade shall not suffer any loss of pay because of the trade.

Section 9 - Pay periods will be biweekly instead of semi-monthly. The pay week will begin on Sunday and end on Saturday for a two-week period. The pay checks will be given out at 11:00 a.m. on the Thursday following the end of the pay period.

ARTICLE 8 - HOLIDAYS

Section 1 - Each full time and regularly scheduled part time employee shall receive straight time pay at their basic hourly rate for each of the following named holidays:

- New Year's Day - January 1
- Martin Luther King Birthday - Third Monday in January
- Presidents' Day - Third Monday in February
- Memorial Day - the last Monday in May
- Independence Day - July 4th
- Labor Day - the First Monday in September
- Columbus Day - the Second Monday in October
- Veterans' Day - November 11
- Thanksgiving Day - the Fourth Thursday in November
- Christmas Day - December 25
- One Floating Holiday each year

Section 2 – One floating holiday (8 hours) is granted to permanent employees January 1 of each calendar year. Part time employees are entitled to one floating holiday calculated proportionately. Unused floating holiday leave expires at the end of each calendar year. During year one of this agreement, a floating holiday will be on granted July 1, 2024. Each employee shall schedule his or her floating holiday with their department head.

Section3 - If any Holiday falls on Sunday, the Monday following is the holiday. Employees who are regularly scheduled to work Monday through Friday shall have off the Friday preceding a legal holiday falling on Saturday.

Section 4 - A full time or regularly scheduled part time employee, to be eligible for holiday pay, must be scheduled to work on the holiday and/or is in a pay status either the last regularly scheduled working day before and the first regularly scheduled working day after the holiday.

Section 5 – A full-time employee who is scheduled for a day off on a day that is observed as a legal holiday, is entitled to receive a day off with pay either on the day preceding the holiday or on another day following the holiday in the same pay period or as scheduled by the employee and the employee's supervisor. Part-time employees receive pay for the holiday on a prorated basis and all days off must be approved by the employee’s supervisor prior to taking time off. For the Library when a holiday falls on a Monday, full-time employees are eligible for 8 hours of holiday pay to be taken for three (3) hours on the preceding Friday and five (5) hours the preceding Saturday.

ARTICLE 9 - VACATION

Section 1 - A full time employee earns paid vacation as follows:

	Days per year
1 day through 9 years	15
10 years through 14 years	18
15 years through 19 years	21
20 years and over	24

*Based on an eight (8) hour day

Section 2 - Each regular part time employee is entitled to prorated vacation benefits after working the qualifying period of six months.

Section 3 - Vacation credits may not be accrued to a total exceeding two times the maximum number of days earnable annually at the end of any calendar year. Any accumulation of annual vacation leave in excess of this total at the end of the calendar year must be used in the first 90 days of the next calendar year or be forfeited. Vacations are given for the benefit of the employee and cannot be converted to cash.

Section 4 - An employee terminating employment with the City will receive cash compensation for the unused vacation leave accrued provided the six month qualifying period has been worked.

Section 5 - Vacation leave shall not accrue during a leave of absence without pay, the duration of which exceeds 15 days.

Section 6 - Absence from employment by reason of illness shall not be chargeable against annual vacation leave without the prior authorization of the employee.

Section 7 - Vacations must be approved by the Department Head considering the necessity to maintain sufficient workers in the Department to meet the needs of the public. The primary vacation, of a minimum of two weeks, shall be requested by March 31st of each calendar year and placed upon the vacation calendar in their Department. Vacation time may be split. Any conflict in schedules will be determined by Seniority. Vacation time requested after March 31st shall be on a first come first served basis. For vacations that exceed three (3) days, such requests must be submitted at least two weeks in advance.

Section 8 - Holidays, including those allowed in lieu of the actual holiday, occurring while an employee is on vacation, shall be earned by the employee and not charged as vacation.

Section 9 - Vacation charges and credits shall be charged to the nearest half hour.

ARTICLE 10 - SICK LEAVE

Section 1 - Sick Leave means a leave of absence with pay for a sickness suffered by an employee or his/her immediate family. An employee may use sick leave credits for the following reasons:

- a. An employee's illness,
- b. Injury,
- c. Medical disability,
- d. Maternity related disability, including prenatal care, birth, miscarriage or other medical care for either employee or newborn child,
- e. Quarantine resulting from contagious disease,
- f. Medical, dental or eye examination or treatment,
- g. Necessary care of or attendance to an immediate family member (or at the discretion of the department head, care of or attendance to another relative) for the above reasons until other attendance can be reasonably obtained,
- h. Death or funeral attendance for an immediate family member or, at the discretion of the City Manager, for another person.

Immediate family is defined as an employee's spouse, parent, child, and household dependents and all the same relatives of the employee's spouse. Sick leave utilized due to death in an employee's immediate family may be extended to include brothers, sisters, grandparents, grandchildren, and the same relatives of the employee's spouse. Sick leave utilized due to an illness in an employee's immediate family or other relative is limited to six (6) working days per year per family member but may be extended at the City Manager's discretion. The sick leave use restrictions in this agreement are superseded by the United State Family Medical Leave Act. The Family Medical Leave Act (FMLA or Act) provides specific benefits to employees. FMLA is intended to balance the demands of the workplace with the needs of families and to promote family stability, economic security and national interests in preserving family integrity (29 CFR 825.101).

Section 2 - Each full time employee is entitled to and shall earn sick leave credits from the first full pay period of employment. For calculating sick leave credits, each full time employee will be credited with one (1) day per month up to twelve (12) working days per year for sick leave at regular pay. Proportionate sick leave credits shall be earned at the rate of twelve (12) working days per year of service without restriction as to the number of working days he/she may accumulate. However, an employee is not eligible to use sick leave credits until they have been continuously employed for ninety (90) days.

Section 3 - An employee may not accrue sick leave credits during a continuous leave of absence without pay, which exceeds fifteen (15) working days. Employees are not entitled to be paid for sick leave under the provisions of this article until they have been continuously employed for ninety (90) days. Upon completion of the qualifying period, the employee is entitled to the sick leave credits he/she has earned.

Section 4 - An employee who terminates employment with the City is entitled to a lump sum payment of one fourth (1/4) of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time he/she terminates his/her employment with the City.

Section 5 - Donation of Sick Leave Credits: An employee may transfer excess sick leave credits to another employee only under the following conditions:

- a. The receiving employee has been on a medical leave of absence for a minimum of thirty (30) days;
- b. The receiving employee has exhausted all accrued sick leave and vacation leave credits;
- c. The contributing employee(s) request, in writing, that sick leave credits be transferred to the disabled employee;
- d. No employee shall be allowed to transfer more than fifty percent (50%) of his/her sick leave credits to another employee;
- e. Transferring of sick leave credits does not change the status of the receiving employee;
- f. Once the sick leave credits are transferred, they are considered forfeited and must be re-accrued in the established manner; and
- g. That no employee or official of the Association or the Employer shall request an employee to transfer his/her sick leave credits to another employee. Nor shall any employee coerce, intimidate, or in any manner attempt to persuade another employee to transfer his/her sick leave credit to a disabled employee. Violation shall result in disciplinary action.

Section 6 - Abuse of sick leave is cause for dismissal and forfeiture of the lump sum payment provided for in this Article.

Section 7 - Abuse of sick leave occurs when the employee misrepresents the actual reason for charging an absence to sick leave or when an employee uses sick leave for unauthorized purposes. The Employer must be able to substantiate any charges of sick leave abuse that results in an employee's dismissal and forfeiture of the lump sum payment.

Section 8 - Any holiday that falls during a period that an employee is on sick leave will be charged as a holiday, not as sick leave.

Section 9 - An employee on sick leave shall inform his/her immediate supervisor of the fact as soon as possible.

Section 10 - After the third consecutive day of sick leave, Employer may require Employee to produce a medical certificate. If the Employer requires a medical certificate the Employer will pay the cost of such certificate, if any.

Section 11 - In the event of death of an employee, unused earned sick leave shall be paid to the employee's heirs at his/her regular rate of pay.

Section 12 - Employees that work one (1) year continuously without using sick leave credits shall receive one (1) additional day of leave with pay. Such day shall be scheduled with their Supervisor within the next calendar year. This provision shall be accounted for on a calendar year basis.

ARTICLE 11- BEREAVEMENT LEAVE

Section 1 - In case of death in an employee's immediate family, an employee may be granted up to three (3) working days leave with pay not to be charged to sick leave. In addition, up to five (5) working days may be charged to sick leave. Days are to be considered to be eight (8) hours.

For the purposes of bereavement leave, the definition of immediate family shall include spouse, parents, grandparents, brothers, sisters, children, grandchildren, household dependents, and all of the same relatives of the employee's spouse in the like degree.

ARTICLE 12 - OTHER LEAVES WITH OR WITHOUT PAY

Section 1 - Military Leave- An employee who is a member of the organized militia of the State of Montana or who is a member of the organized military reserve forces of the United States, and who has satisfactorily completed the probationary period, shall be given leave of absence with pay for a period of not to exceed fifteen (15) working days in a calendar year. Any part time employee meeting the above requirements is eligible to receive pro-rated military leave.

An employee who has not completed the probationary period is not eligible to receive military leave with pay, however will be given leave without pay to attend encampments, cruises, or other similar training upon submission of a copy of their military orders with a formal request for such leave.

Section 2 -Training -If the Employer requires, or authorizes, an employee to attend a training seminar, conferences, workshops, or school to benefit the employee and the City, the Employer shall grant a leave of absence with pay for such purposes. Any expenses shall be paid in accordance with the approved City Policies.

Section 3 - Jury Duty/Subpoena - Each full time and part time employee under proper summons to serve on jury duty or as a subpoenaed witness will be compensated in accordance with applicable State laws. Missed days of work based upon a summons or subpoena shall not count against the Employee’s vacation days, sick leave, or other leaves of absence contemplated herein.

Section 4 - Leave of Absence without Pay - Upon the completion of the probationary period, leaves of absence without pay, not to exceed ninety (90) calendar days, may be granted for reasons of bona fide illness, pregnancy, or for other reasons mutually agreed upon with the City Manager. All such leaves are to be requested in writing and shall state the reason for the leave and the dates desired. All leaves shall be granted only in writing from the City Manager. All appropriate accrued leaves shall be used before a Leave of Absence without pay is granted. If the employee fails to return upon the expiration of the leave, or any authorized extension, the employee shall be considered as having voluntarily given up their position with the City.

Section 5 - Association Business - The Employer shall grant reasonable leave of absence without pay to employees whenever required in the performance of duties as "duly authorized representatives of the Association". Any expenses for travel, subsistence, or lodging will be at the employee's own expense.

ARTICLE 13 - DISCIPLINE / DISCHARGE

Section 1 - A probationary employee may be discharged at any time during their initial probationary period for any reason. A regular employee may be discharged for just cause. The following reasons are an example but not a complete listing of violations constituting just cause: dishonesty; theft; drinking while on duty or coming to work intoxicated or under the influence of drugs and/or alcohol; unauthorized possession, sale, or use of controlled substances; falsifying of reports, records, or sick leave; filling in another employees time record; excessive absences or tardiness; willful destruction of city property or city equipment; willful destruction of property or equipment while on duty; gross insubordination; assault, intimidation of, or abusive language toward a co-worker or other City personnel; assault, intimidation of, or abusive language toward a citizen while on duty; sexual harassment of another employee in the workplace or in reference to the workplace, conviction of a felony, or failure to meet the requirements of the job descriptions for which they were hired, or violations of City Policy deemed serious by the employer.

Section 2 - Warning slips shall be written for less serious offenses of which an accumulation of one or more warnings may lead to suspension or termination.

Section 3 - If the Employer determines at any time during an employee's probationary period that the service of the probationary employee is unsatisfactory, the employee may be discharged upon written notice from the Employer.

Section 4 - In the event the Employer discharges any employee who has satisfactorily completed the probationary period, the Employer shall furnish the employee with a written statement of the grounds and specific reason(s) for such action with a copy provided the Association.

ARTICLE 14 - GRIEVANCE AND ARBITRATION

Having a desire to create and maintain harmonious labor relations, the parties agree that they will promptly attempt to adjust all complaints, disputes, controversies or other grievances arising between them involving questions of interpretation or application of terms and provisions of this Agreement. All presentations of grievances shall be submitted to the Employer in writing at each step and must include:

- 1. Name of employee(s)/Union grieving;
- 2. Dates of the action(s);
- 3. The step of the grievance;
- 4. A complete statement of the grievance and facts upon which it is based;
- 5. Contractual rights claimed to have been violated;
- 6. And specific remedy or correction requested.

Section 1 - Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step. Steps of the grievance procedure may be skipped by mutual agreement of the union and the employer.

Section 2 - A grievance not filed or advanced by the grievant within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently received.

Section 3 - Failure of the part of the Employer's representative to answer within the time limit set forth in any step will settle the grievance according to the resolution outlined within the grievance.

Section 4 - An appointed authority may replace any titled position in the grievance procedure, provided that such appointee has authority to act in the capacity of the person being replaced.

A grievance filed based on disciplinary action:

Step 1 - The grievance shall be presented in writing within 14 calendar days of when the event giving rise to the grievance or of the time the Employee could reasonably expect to have knowledge of the event to the next-level supervisor above the person who dispensed discipline. The written grievance shall state the name of grievant, date of occurrence, a statement of the cause, the articles of the contract violated, the proposed remedy, and dated and signed by the grievant. That supervisor will respond in writing within 14 calendar days.

Step 2- If such grievance cannot be adjusted in this manner, it shall be presented to the City Manager within 14 calendar days. The Department Director shall respond within 21 calendar days of receipt of written grievance.

A grievance filed based on a contract violation:

Step 1 – The grievance will be presented to the Human Resources Director within 14 working days of when the event giving rise to the grievance or of the time the Employee could reasonably expect to

have knowledge of the event. The Human Resources Director will respond in writing within 14 calendar days.

Step 2 – If the grievance is not resolved at Step 1, it will be presented to the City Manager within 14 calendar days. The City Manager shall respond withing 21 calendar days of receipt of the written grievance.

Should the matter remain unresolved after Step 2, the parties will jointly contact a mediator within 21 calendar days of the City Manager’s decision. If there is a cost associated, the parties will equally share costs. This step may be skipped if mutually agreed upon. Timeline for the grievance processing will be put on hold until the mediation is final.

In the case of the Library, the Chairman of the Library Board will review the disposition of the Department Head and the City Manager and may hold a hearing with the Grievant. The Chairman of the Library Board shall have 14 calendar days in which to issue a decision to the Grievant with a copy to the Association. The Chairman's decision will be final and binding upon all parties except as provided under arbitration.

Arbitration

Should the matter remain unresolved after mediation, the Union may, within 21 calendar days of mediation, notify the City Manager and the Chief of the State Office of Labor Relations of its decision to take the grievance to final and binding arbitration.

The Arbitrator's fees shall be shared equally by the parties with the exception that fees incurred for actions arbitrated on behalf of employees who are disciplined or terminated during their initial probationary period will be paid entirely by the Association. The Arbitrator shall have no authority to alter, amend, or delete any Policy of the City or terms of this Agreement. There shall be no interest Arbitration. The Arbitrator shall render a decision within thirty (30) days of any Hearing and such decision shall be final and binding on both the aggrieved employee, the Association, and the City.

ARTICLE 15 - SENIORITY

Section 1 - Seniority means an employee's length of continuous service with the Employer from his/her day of hire. Seniority shall be recognized, by Department, after completion of the probationary period of six months and shall date back to the first day of employment. Employees may protest their seniority designation through the grievance procedure if they have cause to believe that an error has been made. In the setting of the initial seniority list, ties in seniority shall be broken by a drawing of names.

Section 2 - Seniority within the Department, or with the City, may be affected by:

- a. Absence from the job due to layoffs not to exceed 15 months, will be considered lost time for the purpose of seniority; however, previous employment upon re-employment shall count toward seniority;
- b. To be absent from the job due to a leave of absence without pay that exceeds fifteen (15) calendar days, will be considered lost time for the purpose of seniority; however, previous employment upon re-employment shall count toward seniority;
- c. To be absent from the job due to active military leave will not affect seniority. Time spent in military service will count towards seniority as though the employee had never left their job;
- d. Absence due to accidental injury in the line of duty shall be considered as time worked for the purposes of determining seniority and granting of any benefits which are based upon seniority covered by this Agreement;
- e. An employee's seniority shall terminate upon voluntary resignation, discharge for just cause, retirement, by failure to report after recall from layoff or after a period of fifteen (15) months on layoff status.

Section 3 - Within thirty (30) calendar days after the date of signing of this Agreement, the Employer shall prepare and furnish to the Association copies of a seniority roster of employees. Such roster shall at least include: name of employees, assigned department, seniority date, and numerical rank assigned. The seniority roster will be provided only on formal Association request.

Section 4 - The Employer shall recognize qualifications, performance or testing, and seniority with the City equally in awarding promotions to the employees when filling newly created or vacated positions.

Section 5 - On layoff caused by reduction in force and recall from layoff, merit and ability shall be considered and then seniority. If there is any dispute of merit and ability, the Association and the Department Head will meet to resolve the issue. Employees who are scheduled to be released shall be given at least thirty (30) calendar days' notice. Recall shall be by notice to the employee's last known address, with a copy of such notice to the Association. If the employee fails to notify the employer within ten (10) calendar days of his intention to return to work, such employee shall be considered as having forfeited his right to re-employment.

Section 6 – No full-time employee shall be separated while there are seasonal, part time or temporary employees employed within the Bargaining Unit, in the same department. The City shall utilize any separated employee to fill any seasonal, part time or temporary position in any other Department.

ARTICLE 16 - JOB POSTING

Section 1 - When a new position is created, or a vacancy occurs in any existing position, the Employer shall within seven (7) calendar days post for a period of seven (7) calendar days on Department Bulletin Boards, with a copy to the Association, and may also advertise publicly. The Notice shall among other things state:

- 1.Location and title of position to be filled;
- 2.Salary or Wage range;
- 3.Minimum qualifications;
- 4.A listing of principal duties of the position;
- 5.Hours of work and days off;
- 6.Required knowledge, skills, and abilities;
- 7.Last date when applications shall be filed;
- 8.With whom application shall be filed; and
- 9.Starting date of the assignment.

Section 2 - Applicants shall be appointed in accordance with Article XV - Seniority, Section 4 of this Agreement. If no current employee files for the newly created or vacant position, or no employee meets all of the qualifications for the position, the City shall then consider all other applicants. If a current employee fails to qualify for the position, he/she upon request shall be entitled to an explanation in writing why they did not receive the appointment.

ARTICLE 17 - HEALTH, SAFETY, AND WELFARE

Section 1 - Worker's Compensation Insurance - The Employer shall carry Worker's Compensation Insurance on all employees. Employees must report all personal injuries received in the course of employment to their immediate supervisor during the shift in which the incident or injury occurred.

Section 2 - The Employer shall provide a health plan for each employee who works an average of thirty (30) hours or more per week. The Employer will pay 95% of an employee's premium. If the employee chooses a City sponsored High Deductible Health Plan (HDHP), the Employer will pay an amount equal to 95% of the Bridger Plan premium. This amount is to be used for the HDHP premium and the difference will be placed

into a qualifying Health Savings Account (HSA) for the employee. It will be the responsibility of the employee to pay any difference in extra premiums. If the employer's insurer increases premium costs during the contract, the employer will increase its employee only benefit portion by the percentage of the increase. The City Commission may change carriers providing substantially the same coverage is provided.

Section 3 - Hepatitis B: The City will pay for Hepatitis B shots and all follow up testing that is required for safety as recommended by the County Health Nurse.

Section 4 - The health and safety of employees shall be reasonably protected while in the service of the Employer.

Section 5 - Any employee may request training in the proper use of deterrent(s) to repel attacking dogs and other animals.

ARTICLE 18 - JOINT LABOR/MANAGEMENT COMMITTEE

Section 1 - A Joint Labor/Management Committee shall be established. The Committee shall be limited to three (3) representatives from each party to the Agreement. Labor and Management shall choose their own representatives on the Committee, and all representatives shall be equal members of the Committee and shall be treated as such. Representatives on the Committee may be varied as the nature of the items to be discussed dictate.

Section 2 - Regular meetings of the Committee are not scheduled, but are to be called upon request of either party.

Section 3 - Safety Committee: There shall be a Safety Committee composed of a Safety Officer and one volunteer employee from each Department. This Committee shall meet whenever a Committee Member requests a meeting.

Section 4 - The City may create a Safety Coordinator/Officer. This individual will be responsible for coordinating and/or conducting safety training and providing proper documentation of such training. Public Works shall have weekly safety meetings, the other departments covered under this CBA shall have monthly training. The City will provide training and allow time during the regular work week to prepare training materials.

The employee that is trained as and serving in the position of Safety Coordinator will receive an additional \$50 for each full month that the employee is assigned to the position. The amount will be included in the standard payroll process.

ARTICLE 19 - MISCELLANEOUS PROVISIONS

Section 1 - Non-Union Supervisors - The Employer agrees that they shall not create non-union supervisory positions solely to evade the employment of Union employees.

Section 2 - Visits by Association Representatives - The Employer agrees that Association Representatives shall have access to the premises of the Employer during working hours, with prior notification to the Department Head, provided the visit does not interrupt the work of the employee and the operation of the City.

Section 3 - If the City requires an employee to obtain a license or certification to perform his/her job duties, and/or for the convenience and benefit of the City, the City will pay for any training or testing and license fees to obtain such license or certification.

Section 4 - Personnel Records - The Official Personnel Records are maintained in the Office of the City Clerk. Individual Departments may have a supplemental file within their own Department. Any employee at his/her request, and by appointment with the Clerk during regular business hours, shall be permitted to review all of the information in their personnel file and shall be allowed a copy of all materials therein. However, they may not remove their file, or any material in the file, from the office.

An employee is entitled to a copy of any material placed in their Personnel Record. If an employee does not agree with the information placed in their file, they may submit a written statement stating such disagreement to be included in their file.

An employee may request letters of caution, warning, or reprimand be removed from their file after one (1) year. Such a letter of request will be filed with the City Manager. If it is determined by the City Manager that such letters be removed from the file, they will be removed. If however, the City Manager determines the letters should remain in the file, the employee may write a letter stating their position which will also be placed in their file.

Section 5 - Clothing and Safety Equipment Policy:

The Clothing and Safety Equipment Policy applies to each authorized position (all full time Public Works' positions including the Mechanic, Cemetery Caretaker, Utility Service and Meter Reader Position) will receive up to \$300 each budget year. The Records Technician and the full time Recreation department positions will receive up to \$100 per year. Part-time positions will receive an amount prorated for the number of hours to be worked). A newly hired employee may not utilize more than \$100 of their annual allowance during the first sixty (60) days of employment and is not eligible for any unused portion if they become no longer employed with the City.

Work attire are items worn by workers as outer clothing that is of the following types: a) items worn in the work environment and common to the typical work situation and b) items that protect workers' clothing. Employees are expected to wear the clothing purchased with city clothing funds at the workplace in a presentable professional condition.

The following criteria are representative of suitable work attire:

Footwear: Footwear shall be durable and fully enclose the foot to ankle or higher. Footwear meeting the American National Standard for Safety-toe footwear Z41.1-1967 is highly recommended for workers in any situation. Also included but not limited to insulated footwear that will protect the employee from extreme weather conditions.

Trousers & Shirts: Shall be durable material with resistance to flame and abrasions. Loose fitting clothing is highly discouraged for workers in any work condition.

Cover Clothing: Coveralls insulated and non-insulated jackets or trousers shall be of durable material with resistance to flame, tear and abrasions.

Gloves and Hats: Shall be durable material with resistance to flame. Items can be insulated or non-insulated.

The City shall reimburse an employee upon presentation of receipts for purchases of suitable work attire on an as needed basis as determined by the Public Works Director. An employee may be allowed to carry over into a succeeding year any balance not utilized in the previous year(s).

Section 6 - Safety items:

The City will provide certain clothing articles and safety items, which are not charged to the clothing allowance. The items below are representative of those items. These items include rain wear, wading boots, hard hat, specialized gloves, (hazardous procedures), safety vest and other safety equipment which may include ear plugs, breathing masks, rubber gloves, and safety goggles/glasses/shields. The City will provide an appropriate means of identification for employees identifying them as a City worker.

The City will provide a washer and dryer for the Waste Water department for employees to wash work clothing.

It is the responsibility of the employer to provide the necessary safety equipment, and the responsibility of the employee to wear such safety equipment in applicable work conditions. The City shall provide to each employee a safety policy outlining the work conditions and safety equipment required in such activities. Each employee shall be oriented to the policy by the City. Failure to adhere to the safety policy may lead to disciplinary action in accordance with the City policies and this agreement.

ARTICLE 20 - SAVINGS CLAUSE

Should any Article, Section, or portion thereof of this Agreement be held unlawful or invalid by any court or board of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the Decision. Upon issuance of such a decision, the Parties agree to negotiate, in a timely manner, a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 21 - TERMS OF AGREEMENT

This Agreement, including Addendum's "A" and "B", shall become effective on the first day of July 2024, and shall continue in full force and effect through the 30th day of June 2027. Either Party may open any portion or all of the Agreement for negotiations for the next Agreement by giving the other Party notice of its desire to modify the Agreement on or prior to February 1, 2027. Such notification is for the Parties to review such proposed changes prior to the first negotiation session.

FOR THE CITY OF LEWISTOWN

FOR THE MONTANA FEDERATION OF PUBLIC
EMPLOYEES ASSOCIATION
CITY OF LEWISTOWN EMPLOYEES

Holly Phelps, City Manager

Misty Aldrich, Local President

Nikki Brummond, City Clerk

ADDENDUM "A"

See Addendum "B" which will have each employee by job classification by department with their annual salary.

DIFFERENTIAL PAY:

Shift differential pay of an additional \$1.50 per hour will be paid for scheduled hours worked by an employee during the period of 7:00 p.m. to 7:00 a.m.

Work of less than two (2) hours during the above work periods and related rates, will be for two (2) hours. Work of less than four (4) hours, but more than two (2) hours, during the above work periods and related rates, will be paid for four (4) hours. Work of less than eight (8) hours but more than four (4) hours, during the above work periods and related rates, will be paid for eight (8) hours.

Shift differential for all employees will be paid on an hour for hour basis on the hours worked during the period of 7:00 p.m. to 7 a.m. at the rates and times listed above. Shift Differential will not be paid for hours worked at an overtime rate.

LONGEVITY:

Longevity will be figured on the basis of ½ of 1% of the Recreation Specialist salary each year. Longevity will be paid to part time employees when they have reached 2080 hours. They will be paid for each 2080 hours accumulated. The amount that they have accumulated will be paid on the fiscal year like full time employees. Seasonal parttime employees and temporary employees will not accrue any benefits.

For Example: July 1, 2023 Longevity
\$17.33 (hour rate of the Rec. Specialist) x 2080 = \$36,046
36,046 x .005 = \$180.23 or \$.086649 per hour for each year of service

WORKING OUT OF CLASSIFICATION:

Any employee covered by this Agreement who is assigned the responsibility and the duties of a classification higher than the employee's present classification for more than one pay period (2 weeks), shall be paid at the rate of that position starting on the day he/she is assigned and accepts the responsibilities. Directives will be provided in writing.

Recommendations for working out of classification must be presented by the Department Head to the City Manager for approval. The assignment will not be effective without the approval of the City Manager or in the absence of the City Manager, the Acting City Manager.

TRAINING PAY:

Any employee providing documented training to another employee shall be compensated \$1.00 for each hour they are actively training prorated as needed.

ON CALL PAY:

On Call Pay, at the rate of \$2.25 per hour, will be provided to an employee who is placed in an "On Call" status during which time he or she must wear and respond to a cellular telephone, pager, or regular telephone, must be fit for duty, as he or she would be during the regular work week, and must respond within thirty (30) minutes from the time contacted. On Call Pay is not paid for actual hours of work.

CDL PAY/REQUIREMENTS:

Employees required or asked to obtain a CDL for the benefit of the City will receive an additional \$1.00/hour when certification is received and will retain this amount while certification is in good standing.

The City shall provide one DOT physical per fiscal year to employees that are required to hold commercial licenses. This physical can be done during regular working hours and this time shall not be deducted from the employee's sick time. The City will allow up to (2) two hours annually to do this physical. If more time is required employees may use their accrued sick time.

GYM MEMBERSHIP:

The City will provide each employee covered under this agreement the opportunity to exercise at the Civic Center at no cost. The employee must coordinate their monthly gym membership with the Civic Center prior to using the facility and the City will pay for the memberships based on the number of monthly users.

ADDENDUM "B"

POSITION	July 1, 2024	July 1, 2025	July 1, 2026
		CPI - Min. 3% Max. 6%	CPI - Min. 3% Max. 6%
Youth Services Librarian	\$19.75		
Librarian III	\$18.75		
Library II	\$17.75		
Library I	\$16.50		
Library Helper	\$11.00		
Bookkeeper	\$20.50		
Assistant City Clerk	\$20.50		
Office Clerk II	\$18.50		
Office Clerk I	\$17.50		
Recreation Specialist	\$18.00		
Recreation Maintenance/Custodian	\$18.00		
Recreation Helper PT (18 hours)	\$14.00		
Wastewater Worker III	\$22.75		
Wastewater Technician	\$21.75		
Wastewater Worker II	\$21.75		
Wastewater Worker I	\$20.75		
Wastewater Worker Helper	\$17.00		
Water Worker III	\$22.75		
Water Worker II	\$21.75		
Water Worker I	\$20.75		
Water Worker Helper	\$17.00		
Street Worker III	\$22.75		
Street Worker II	\$21.75		
Street Worker I	\$20.75		
Street Worker Helper	\$17.00		
Cemetery Caretaker	\$19.00		
Cemetery Helper	\$15.00		
Records Technician	\$21.00		
Building Inspector	\$22.00		
Mechanic	\$23.00		
Utility Service Worker	\$20.00		
Meter Reader	\$19.00		

* CPI calculation shall be based on the Annual Percentage change that can be found on the following website.
www.usinflationcalculator.com/inflation/consumer-price-index-and-annual-percent-changes-from-1913-to-2008/

Version 1

ORDINANCE NO. 1772

AN ORDINANCE AMENDING ORDINANCE NO. 1484, CODIFIED AS LEWISTOWN CITY CODE SECTION 5-15-1, SUPPLANTING THE PROVISIONS OF § 16-6-306, MONT. CODE ANN., ELIMINATING THE DISTANCE BETWEEN AN ESTABLISHMENT WITH ANY LIQUOR LICENSE AND A CHURCH, SYNAGOGUE, OR OTHER PLACE OF WORSHIP IN COMMERCIAL ZONES, AND REQUIRING A DISTANCE OF 300 FEET BETWEEN AN ESTABLISHMENT WITH ANY LIQUOR LICENSE AND A SCHOOL IN COMMERCIAL ZONES, ENACTING A NEW SECTION UNDER CHAPTER 15, TITLE 5, OF THE LEWISTOWN CITY CODE, DECLARING AN EFFECTIVE DATE, AND AUTHORIZING THE CITY ATTORNEY TO CODIFY THE SAME.

WHEREAS, the state law at § 16-3-306(1), Mont. Code Ann., does not allow a liquor license to be issued to any establishment within 600 feet of any church, synagogue, or other place of worship or school; and

WHEREAS, the state laws at §§ 16-3-306(4) and 16-3-309(1), Mont. Code Ann., give an incorporated city, such as the City of Lewistown, the authority to supplant § 16-3-306(1), Mont. Code Ann., by establishing a jurisdictional area in which such restrictions may be modified or eliminated; and

WHEREAS, in the year 1982, the City Commissioners passed Ordinance No. 1484, adopting chapters 3, 4, and 6, title 16, Montana Code Annotated, Montana Liquor, Beer, and Wine Act of the State of Montana, and the Act governs in all respects for all acts and omissions set forth in Chapter 15, Title 5, Beer and Wine Regulations, of the Lewistown City Code; and

WHEREAS, under the City of Lewistown's current zoning regulations, bars, taverns, and drinking establishments are allowed in all zones designated as NC, C-1, C-2, and C-3 (hereafter "commercial zones"); and

WHEREAS, the City of Lewistown Commissioners find that it is in the best interests of the City of Lewistown to allow establishments within commercial zones to have any level of liquor license without distance restrictions from any church, synagogue, or other places of worship; and

WHEREAS, the City of Lewistown City Commissioners find that it is in the best interests of the City of Lewistown that at least 300

feet separate schools from establishments with any level of liquor license in commercial zones.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LEWISTOWN, MONTANA:

- Section 1.** That Ordinance No. 1484 enacted by the City of Lewistown Commissioners and codified as Lewistown City Code 5-15-1, is amended as set forth in “Exhibit A,” attached hereto and fully incorporated herein by this reference.
- Section 2.** That there is hereby enacted a new section of the Lewistown City Code Chapter 15, Title 5, Beer and Wine Regulations, as set forth in “Exhibit B,” attached hereto and fully incorporated herein by this reference.
- Section 3.** That the City Attorney is hereby authorized and directed to recodify Chapter 15, Title 5, Beer and Wine Regulations, Lewistown City Code, in accordance with this Ordinance.
- Section 4.** This Ordinance shall take effect 30 days from and after its passage and approval on second reading by the City Commissioners.

PASSED, ADOPTED and APPROVED by the City Commission on first reading this ____ day of July 2024.

PASSED, ADOPTED and APPROVED on second reading this ____ day of July, 2024 and effective 30 days thereafter.

By _____
Kelly Anne Terry, Chairman
Lewistown City Commission

ATTEST:

By _____
City Clerk

Exhibit A

5-15-1: ADOPTION:

The city hereby adopts chapters 3, 4 and 6, title 16, Montana Code Annotated, Montana liquor, beer and wine act of the state of Montana, and its police officers are hereby required to enforce said law and this act shall be governing in all respects for all acts and omissions herein had except as set forth herein.

Exhibit B

5-15-16: PROXIMITY TO CHURCHES AND SCHOOLS

The City supplants the provisions of § 16-3-306(1), Montana Code Annotated as follows:

- (A) As authorized by §§ 16-3-306(4) and 16-3-309(1), Mont. Code Ann., with respect to any level of liquor licenses, as authorized by Montana Code Annotated, Title 16, the City supplants the provisions of § 16-3-306(1), Mont. Code Ann., by eliminating entirely the distance requirement between licensed establishments and a church, synagogue, or other place of worship, so long as such licensee is located within NC, C-1, C-2, and C-3 land use zones.
 - (B) As authorized by §§ 16-3-306(4) and 16-3-309(1), Mont. Code Ann., with respect to any level of liquor licenses, as authorized by Montana Code Annotated, Title 16, the City supplants the provisions of § 16-3-306(1), Mont. Code Ann., by reducing the distance requirement between licensed liquor establishments and schools to 300 feet for licensees located in NC, C-1, C-2, and C-3 land use zones.
-

RESOLUTION NO. 4157

A RESOLUTION APPROVING PROPOSED IMPROVEMENTS BY STATE OF MONTANA THROUGH ITS FISH AND GAME COMMISSION TO FISH HATCHERY PROPERTY PURSUANT TO LEASE AGREEMENT DATED DECEMBER 20, 1950, AND APPROVING PROPOSED REPLACEMENT AND CONSTRUCTION OF BUILDING

WHEREAS, the City of Lewistown (hereafter "Lessor") and the State of Montana through its Fish and Wildlife Commission (hereafter "Lessee"), entered into a Lease Agreement dated December 20, 1950 (hereafter "Lease"); and,

WHEREAS, pursuant to the Lease, Lessee has erected and maintained a fish hatchery on real property owned by Lessor. The real property is particularly described as:

Beginning at a point in the west half of the southeast quarter (W½SE¼) in section five (5), township fourteen (14) north, range nineteen (19) east, Montana Principal Meridian, Fergus County, Montana, which said point is south 881.4 feet and west 1,893.0 feet, more or less, from the east ¼ section corner of said section five (5), township fourteen (14) north, range nineteen (19) east, M.P.M., thence from said point of beginning; S 88° 51' W, 266.0 feet; thence S 88° 42' W, 491.9 feet; thence N 33° 54' W, 298.6 feet; thence S 49° 13' W, 170.9 feet; thence S 33° 26' W, 64.3 feet; thence S 24° 39' E, 50.2 feet; thence S 42° 51' W, 66.7 feet; thence S 1° 26' W, 121.0 feet; thence N 89° 42' W, 279.9 feet; thence S 51° 06' W, 58.6 feet; thence S 59° 12' E, 80.2 feet; thence S 37° 30' E, 384.4 feet; thence S 83° 34' E, 141.4 feet; thence S 83° 11' E, 221.9 feet; thence S 85° 12' E, 581.1 feet; thence N 17° 46' E, 625.7 feet; more or less to the said point of beginning, and containing in all 16.00 acres, more or less

(hereafter "Subject Property").

WHEREAS, Section 7 of the Lease states:

"[T]he Lessee contemplates in the future further improvements and extension of its present operations on said lands, but that no

construction or alteration will be entered into by the said Lessee, which construction or alteration would affect the lands leased hereby, until plans for the proposed improvements, both as to type and location, are submitted to the Lessor, and consent and permission in writing be given therefor.”

WHEREAS, Lessee intends to improve the Subject Property by replacing the residence located on the Subject Property. Lessee has provided building plans prepared by Spark Architecture, attached hereto as Exhibit A.

WHEREAS, Exhibit A sets forth the location of the new building, septic system and drain field, and plans for drainage from the new building.

WHEREAS the Lewistown City Commission has duly considered the attached Exhibit A and find that such proposed improvements to the Subject Property pursuant to the Lease are in the best interests of the City of Lewistown and within the meaning and purpose of the Lease.

NOW, THEREFORE, BE IT RESOLVED, that the Lewistown City Commission supports the Lessee’s proposed improvement for construction of a new building on the Subject Property along with accompanying septic system, drain field, and drainage, and hereby grants permission to the Lessee to complete the proposed improvements in Exhibit A.

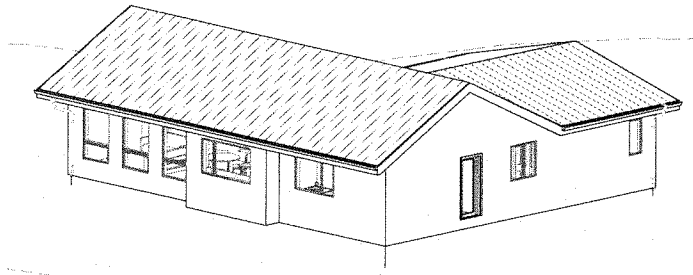
BE IT FURTHER RESOLVED that the Lessor expressly reserves the rights contained with the Lease and incorporates said rights as if fully set forth herein.

PASSED AND APPROVED by the Lewistown City Commission on the ____ day of _____, 2024.

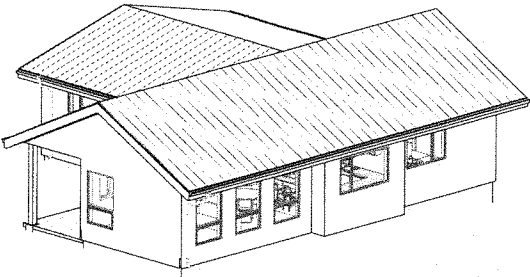
KellyAnne Terry
Chair of the Commission

ATTEST:

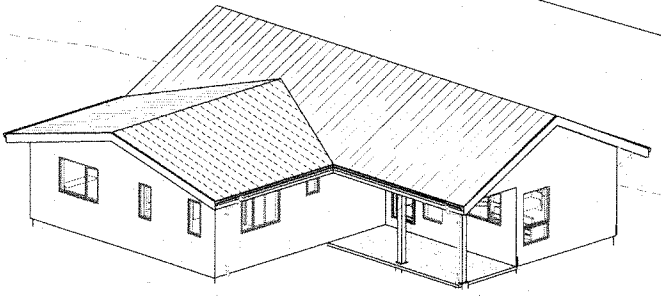
Nikki Brummond, City Clerk



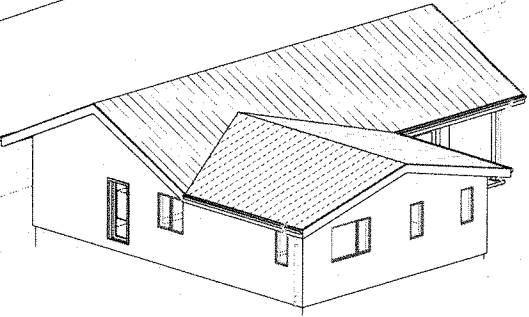
1 | ISOMETRIC - NORTH
SCALE:



2 | ISOMETRIC - EAST
SCALE:



3 | ISOMETRIC - SOUTH
SCALE:



4 | ISOMETRIC - WEST
SCALE:

BIG SPRINGS TROUT HATCHERY RESIDENCE #2035 REPLACEMENT

DE. UCT ALTERNATE #1:
REMOVE CONCRETE SIDEWALKS, AND GRAVEL DRIVEWAY FROM THE BASE BID AND LEAVE THE GROUND IN ITS NATURAL STATE, MAKING SURE THERE IS POSITIVE DRAINAGE AWAY FROM THE RESIDENCE.

DE. UCT ALTERNATE #2:
REMOVE METAL ROOFING FROM BASE BID AND REPLACE FINISHED ROOFING MATERIAL WITH 35-YEAR DIMENSIONAL ARCHITECTURAL ASPHALT SHINGLES. ALL ROOFING SYSTEM MATERIALS ARE TO BE THE SAME AS THE BASE BID INCLUDING SYNTHETIC UNDERLAYMENT, AND PRE-FINISHED FLASHING AROUND THE PERIMETER OF THE ROOF, FOLLOWING THE ASPHALT SHINGLE MANUFACTURER'S REQUIREMENTS FOR INSTALLATION. COLOR IS TO BE SELECTED BY OWNER FROM MANUFACTURER'S STANDARD COLORS.

SHEET INDEX

HEET NUMBER	SHEET NAME
GENERAL SHEETS	
G000	PROJECT COVER
G002	GENERAL NOTES
ARCHITECTURAL SHEETS	
A00	SITE PLAN
A100	CRAWLSPACE FLOOR PLAN
A10	FIRST FLOOR PLAN
A102	ENLARGED FLOOR PLAN
A200	REF. CEILING PLAN
A300	ROOF PLAN
A400	EXT. ELEVATIONS
A40	EXT. ELEVATIONS
A600	SECTIONS
A60	SECTIONS
A602	WALL SECTIONS
A700	DETAILS
A800	DOOR SCHEDULES
A80	WINDOW SCHEDULE
STRUCTURAL SHEETS	
S1.0	GENERAL STRUCTURAL NOTES
S1.	GENERAL STRUCTURAL NOTES
S1.2	TYPICAL DETAILS
S1.3	TYPICAL DETAILS
S1.4	TYPICAL DETAILS
S1.5	TYPICAL DETAILS
CIVIL SHEETS	
C1.0	CIVIL COVER SHEET
C1.	GENERAL NOTES LEGENDS
C2.0	VICINITY PLAN
C2.	DRAINFIELD LAYOUT PLAN
C3.0	DETAILS

VICINITY AERIAL



PROJECT DIRECTORY

CLIENT REPRESENTATIVE Joey Renenger Project Manager Design and Construction Montana Fish, Wildlife & Parks P.O. Box 200701 Helena, MT 59620-0701 406.841.4007 Joey.Renenger@mt.gov	ARCHITECT Spark Architecture Sophia Sparklin 410 Central Ave #506 Great Falls, MT 59401 406.453.0001 sophia@spark-architecture.com	GEOTECHNICAL TD&H Engineering Craig Nadeau 1800 River Drive N. Great Falls, MT 59401 406.761.3010 craig.nadeau@tdhengineering.com	STRUCTURAL ENGINEER TD&H Engineering Rodney Blake, PE 1800 River Drive N. Great Falls, MT 59401 406.761.3010 rodney.blake@tdhengineering.com
---	---	--	---

DESIGN CRITERIA

- APPLICABLES:**
1. International Residential Code, (20)
 2. International Energy Conservation Code, (2012) Editions: ARM 24.301.161
 3. ICC A117.1 - Accessibility, 2009 Edition
 4. National Electrical Code, 2017 Edition (NFPA 70)
As amended by the State of Montana: ARM 24.301.401
 5. Uniform Plumbing Code, (2018), together with the following:
UPC Appendix Chapters, Appendix A, Appendix B, and Appendix D The UPC, as modified and amended by the State of Montana: ARM 24.301.301, ARM 24.301.351
 6. International Mechanical Code, (2018)
 7. International Fire Code, (2012)

PROJECT DATA

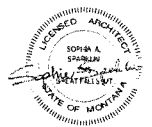
PROJECT NAME:	BIG SPRINGS TROUT HATCHERY RESIDENCE #2035 REPLACEMENT
PROJECT DESCRIPTION:	NEW RESIDENTIAL
PROJECT ADDRESS:	2013 FISH HATCHERY RD. LEWISTOWN, MT 59457
CLIMATE ZONE:	6B
FIRE SUPPRESSION:	NONE
CONDITIONED AREA:	1,378 SF
MAX BLDG HEIGHT (ACTUAL):	16'-6" , 1 STORY
AREA OF LOT (NET):	
EXTERIOR WALLS:	WOOD FRAME, CONTINUOUS INSULATION

ENERGY CODE COMPLIANCE

ELEMENT	INSULATION / VALUE
CEILING	R-49
BASEMENT WALL	R- 5ci OR R-19 cavity
WALLS - WOOD FRAME	R-20+5ci OR R-13+ 0ci *R-21 OR 13+10ci
FLOOR	R-30
SLAB-ON-GRADE	R- 0ci for 4" below surface
FENESTRATION	U-0.32
*ALL REQUIRED INSULATION VALUES BASED ON IECC	
*VALUES AMENDED BY STATE OF MONTANA	

Spark
ARCHITECTURE

410 Central Ave
GREAT FALLS, MT 59401
T: 406.453.0001
F: 406.760.1788
SPARK-ARCHITECTURE.COM



FWP BIG SPRINGS TROUT HATCHERY RESIDENCE #2035 REPLACEMENT

2013 Fish Hatchery Rd, Lewistown, MT 59457

PHASE	REVISIONS
Re-bid	January 10, 2022

20011
PROJECT COVER
G000

RESOLUTION NO. 4158

A RESOLUTION APPROVING PROPOSED IMPROVEMENTS BY STATE OF MONTANA THROUGH ITS FISH AND GAME COMMISSION TO FISH HATCHERY PROPERTY PURSUANT TO LEASE AGREEMENT DATED DECEMBER 20, 1950 AND APPROVING PROPOSED RIGHT OF WAY EASEMENT TO FERGUS ELECTRIC COOPERATIVE, INC., FOR UTILITY SERVICES

WHEREAS, the City of Lewistown (hereafter "Lessor") and the State of Montana through its Fish and Wildlife Commission (hereafter "Lessee"), entered into a Lease Agreement dated December 20, 1950 (hereafter "Lease"); and,

WHEREAS, pursuant to the Lease, Lessee has erected and maintained a fish hatchery on real property owned by Lessor. The real property is particularly described as:

Beginning at a point in the west half of the southeast quarter (W½SE¼) in section five (5), township fourteen (14) north, range nineteen (19) east, Montana Principal Meridian, Fergus County, Montana, which said point is south 881.4 feet and west 1,893.0 feet, more or less, from the east ¼ section corner of said section five (5), township fourteen (14) north, range nineteen (19) east, M.P.M., thence from said point of beginning; S 88° 51' W, 266.0 feet; thence S 88° 42' W, 491.9 feet; thence N 33° 54' W, 298.6 feet, thence S 49° 13' W, 170.9 feet; thence S 33° 26' W, 64.3 feet, thence S 24° 39' E, 50.2 feet; thence S 42° 51' W, 66.7 feet; thence S 1° 26' W, 121.0 feet; thence N 89° 42' W, 279.9 feet; thence S 51° 06' W, 58.6 feet; thence S 59° 12' E, 80.2 feet; thence S 37° 30' E, 384.4 feet; thence S 83° 34' E, 141.4 feet; thence S 83° 11' E, 221.9 feet; thence S 85° 12' E, 581.1 feet; thence N 17° 46' E, 625.7 feet; more or less to the said point of beginning, and containing in all 16.00 acres, more or less

(hereafter "Subject Property").

WHEREAS, Section 7 of the Lease states:

"[T]he Lessee contemplates in the future further improvements and

extension of its present operations on said lands, but that no construction or alteration will be entered into by the said Lessee, which construction or alteration would affect the lands leased hereby, until plans for the proposed improvements, both as to type and location, are submitted to the Lessor, and consent and permission in writing be given therefor."

WHEREAS, Lessee intends to improve the Subject Property by upgrading the existing low voltage powerline. Fergus Electric Cooperative, Inc., has provided a plan to replace the current 260 foot low voltage powerline with two new 210 foot powerlines extending from the existing power pole on the south side of the parking lot on the Subject Property toward the walking bridge on the east side of the home located on the Subject Property as illustrated on the diagram attached hereto as Exhibit A. Pursuant to the plan, two power poles as indicated on Exhibit A will be removed and a new power pole will be installed. Anchors will be required to be installed on the two poles to support the new powerlines. Additionally, a transformer and a new 200 amp electrical service will be installed on the new power pole.

WHEREAS, Fergus Electric Cooperative, Inc. requests a Right of Way Easement on the Subject Property for the purposes of installing and maintaining the new utilities described herein on the Subject Property. The proposed Right of Way Easement is attached hereto as Exhibit B.

WHEREAS the Lewistown City Commission has duly considered the attached Exhibit A and Exhibit B, and find that such proposed improvements to the Subject Property pursuant to the Lease and the proposed Right of Way Easement are in the best interests of the City of Lewistown and within the meaning and purpose of the Lease.

NOW, THEREFORE, BE IT RESOLVED, that the Lewistown City Commission supports the Lessee's proposed improvement for power delivery to the Subject Property and hereby grants permission to the Lessee to complete the proposed improvements in Exhibit A and grants authority to the City Manager to execute the proposed easement contained in Exhibit B.

BE IT FURTHER RESOLVED that the Lessor expressly reserves the rights contained with the Lease and incorporates said rights as if fully set forth herein.

PASSED AND APPROVED by the Lewistown City Commission on the ____
day of _____, 2024.

KellyAnne Terry
Chair of the Commission

ATTEST:

Nikki Brummond, City Clerk

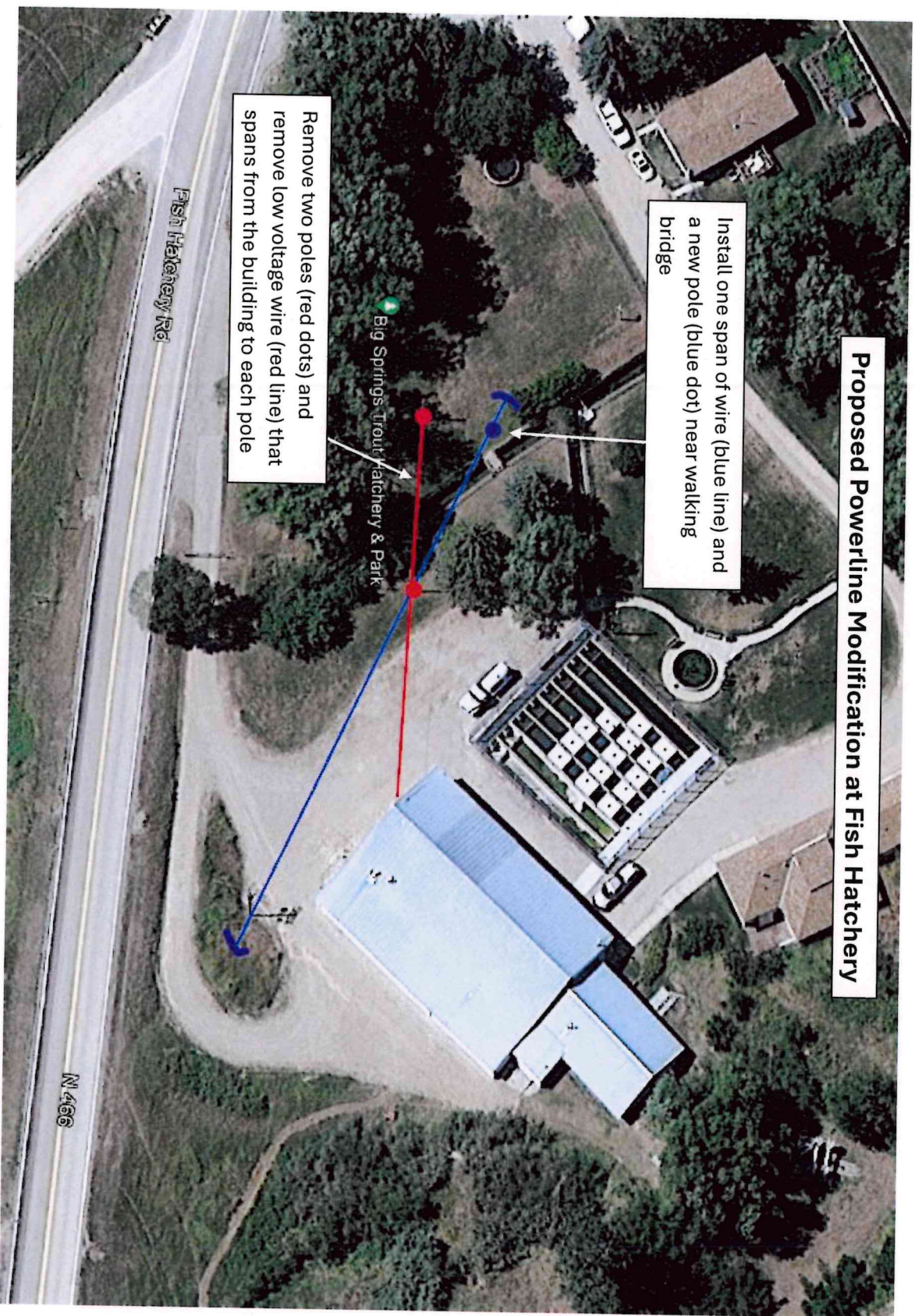


Exhibit A

RETURN TO:

Fergus Electric Cooperative, Inc.
84423 US Highway 87
Lewistown, MT 59457
(406) 538-3465 / Fax (406) 538-7391

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that I/we, the undersigned:

_____, _____ of the City of Lewistown
(Name), (Title)
for good and valuable consideration, do hereby grant a perpetual easement in favor of FERGUS ELECTRIC COOPERATIVE, INC., 84423 US Highway 87, Lewistown, Montana 59457, and its successors or assigns. The easement shall run with the land and bind successors in interest and assigns. The easement runs on all reasonable routes on the described property, for the extension of lines and electrical services for the benefit of the property described herein and for the benefit of all other Fergus Electric Cooperative members. This easement encumbers the following land, located in Fergus County, Montana:

Township 14N, Range 19E,
Section 5: A Tract in S ½ Containing 16.02 Acres

This easement includes the right to extend power to adjacent and non-adjacent properties and to place, construct, operate, and maintain on the above-described land and/or in or upon all streets, roads, or highways abutting said lines, an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system, and to cut down from time to time all dead, weak, leaning, or dangerous trees that are tall enough to strike the wires in falling.

In addition to granting the general easement on all reasonable routes as set forth above, I/we grant an easement, being 30 feet wide, more particularly described as:

For a powerline extension to a house

Prior to locating a new transmission or distribution line or electrical system on the described property, and without waiving the general easement on all reasonable routes set forth above, Fergus Electric agrees to confer with the undersigned and to strive to reach an agreement, whereby new lines or systems will be located in a manner reasonably minimizing impact on the property owner, giving proper consideration to all relevant factors, to include but not limited to, cost, safety, reliability and mutual benefit to all co-op members. The undersigned and Fergus Electric Cooperative commit to the cooperative principles of voluntary membership, democratic control, and cooperation among members. As necessary, the undersigned agrees to work with the Cooperative to establish a reasonable route for lines and systems required to serve other cooperative members. The undersigned covenant that they are the owners of the above-described lands.

IN WITNESS WHEREOF, the undersigned have set their hands and seal this _____ day of _____ 20 ____.

Signature

(Printed Name and Title)

STATE OF MONTANA
COUNTY OF (_____)

On this _____ day of _____, 20 ____, before the undersigned Notary Public for the above mentioned County and State, personally appeared _____, known to me to be the _____ of the City of Lewistown, and the person who executed the foregoing instrument and acknowledged to me that they executed the same on behalf of the City of Lewistown.

Signature of Notary Public for the State of Montana
Printed Name of Notary Public _____
Residing at _____, Montana.
My Commission Expires: _____

