

There will be no committee of the whole meeting on December 21st.

NOTICE FOR, AND AGENDA FOR, A VIRTUAL MEETING OF THE CITY COMMISSION, CITY OF LEWISTOWN, DECEMBER 21, 2020 AT 7:00 P.M.

To join by zoom:

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

Meeting ID: 848 627 5925 Passcode: 59457

To participate by phone: dial (253) 215-8782 Meeting ID: 848 627 5925 Passcode: 59457

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF MINUTES – December 7, 2020

COURTESIES

PROCLAMATIONS

BOARD AND COMMISSION REPORTS

CITY MANAGER REPORT

PUBLIC COMMENT – non agenda items

CONSENT AGENDA

The acknowledgement of the claims that have been paid from December 1, 2020 to December 16, 2020 for a total of \$87,497.01

REGULAR AGENDA – Resolutions, Ordinance & Other Action Items:

1. Discussion and action on approving the 2020 Trail Master Plan (**Action: approve, disapprove or amend 2020 Trail Master Plan**) City Manager Holly Phelps
2. Discussion and action on approving the Partial Release of Reversionary Interest and authorizing the City Manager to sign (**Action: approve, disapprove or amend approving the Partial Release of Reversionary Interest**) City Manager Holly Phelps
3. Discussion and action on entering into a temporary contract for legal services with Ugrin Alexander Zadick P.C. (**Action: approve, disapprove or amend a temporary contract for legal services**) City Manager Holly Phelps
4. Discussion and action on setting the regular Commission meetings for 2021 (**Action: approve, disapprove or amend setting the regular Commission meetings for 2021**) 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

ATTORNEY RETAINER AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF LEWISTOWN, MONTANA, a local governmental unit organized and existing under the laws of the State of Montana, 305 West Watson, Lewistown, MT 59457, hereinafter referred to as "City" and UGRIN ALEXANDER ZADICK, PC, 2 Railroad Square, Great Falls, Montana, 59401, hereinafter referred to as "Attorneys".

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. Purpose: City agrees to hire Attorneys as independent contractors to provide competent legal representation to the City.

2. Effective Date: This Agreement is effective upon execution by both parties and will terminate on March 31, 2021, unless terminated sooner as provided under Montana law or for reasons for termination agreed upon herein. This contract may upon mutual agreement, in writing, between the parties and according to the terms of the existing contract, be renewed, extended or restricted to any other interval or term.

3. Scope of Work: Attorneys will provide civil legal services as prescribed by Montana law and as requested by the City. Attorneys shall use their best efforts to provide competent, professional, and efficient legal services. Attorneys will consult with the City concerning the goals of representation and keep the City advised about services provided and actions taken on behalf of the City and actions taken by other persons, entities, or agencies which may impact the City.

4. Compensation: For legal services provided as defined herein, the City agrees to pay Attorneys at the hourly rate of \$185 per hour for partner time; \$170 per hour for associate time; and \$105 per hour for paralegal time, or other rates mutually agreed upon by the parties in writing. All attorney services performed shall be billed in increments of tenths (0.1) of an hour.

5. Other Costs: In addition to legal fees, Attorneys shall be reimbursed by the City for routine fees and costs incurred in the performance of Attorneys' services including, but not limited to, printing, copying, mail, messenger and delivery services, computer research, routine travel, telephone, facsimile or data transmission, secretarial and support staff services and overtime. Additional special costs including, but not limited to, the cost of extensive travel, depositions, lay and expert witness and consultants, transcription or court recording services and any other extraordinary or substantial costs UGRIN deems necessary in representing the City. Attorneys shall, to the best of their ability, inform the City of anticipated special costs before they are incurred.

6. Payment: Attorneys shall submit itemized statements of all payments due and work performed under this Agreement on a monthly basis to the City Finance

Director/City Clerk. The statement shall set forth a description of all work performed, the hours worked, the identity of each person performing the work, the rate charged, and any costs or expenses eligible for reimbursement.

7. Client Documents: Attorneys will maintain any necessary documents (including any electronic copies) relating to their services in their client file. At the conclusion of the term of engagement (or earlier, if appropriate), it is the City's obligation to advise Attorneys as to which, if any, of the documents in Attorneys' file it wishes made available. These documents will be delivered within a reasonable time after receipt of payment for outstanding fees/costs, subject to applicable rules of attorney conduct. Attorneys will retain any remaining documents in their file for a certain period of time, after which we will destroy them in accordance with our record retention program.

8. Independent Contractor Status: The parties agree that the Attorneys are an independent contractor for purposes of this Agreement and are not to be considered employees of the City for any purpose. Attorneys are not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Attorneys are not authorized to represent the City or otherwise bind the City in any dealings between Attorneys and any third parties except as expressly agreed upon by the parties.

Attorneys agree to comply with the provisions of the Montana Workers' Compensation Act. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. This insurance/exemption must be valid for the entire term of this Agreement and any renewal.

9. Indemnity and Insurance: Attorneys agree to indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Attorneys or their agents or employees. Attorneys must maintain professional liability insurance in an amount no less than \$1,000,000 per claim and \$2,000,000 annual aggregate.

The City agrees to indemnify, defend and save Attorneys, their officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act by the City or the City's agents or employees.

10. Compliance with Laws: Attorneys agree to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA.

11. Nondiscrimination: Attorneys agree that all hiring by Attorneys of persons performing this Agreement will be on the basis of merit and qualification and will not

discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, gender identity, sexual orientation, or national origin.

12. Discharge and Withdrawal: Use of Attorneys' services may be discontinued or changed to other counsel at any time. Notice of such a change should be in writing to the Attorneys. Such termination shall not change, however, the obligation to pay for all services already rendered.

Additionally, Attorneys reserve the right to withdraw from their representation if they are not paid as contemplated by this Agreement, or if the City fails to honor the terms of the Agreement, fails to cooperate or follow Attorneys advice on a material matter, or if the City insists that Attorneys pursue objectives that Attorneys consider repugnant, imprudent, unprofessional, or unethical. In the event Attorneys terminate the Agreement, Attorneys will take such steps as are reasonably practicable to protect the City's interests in any pending litigation and the City agrees to take all steps necessary to perfect Attorneys withdrawal. The City further agrees that Attorneys will be entitled to be paid their monthly compensation for services rendered and costs or expenses incurred on the City's behalf through the date of withdrawal.

13. Remedies Non-Exclusive: Any remedies available under this Agreement are cumulative and non-exclusive. Use of one remedy does not preclude use of the others.

14. Liaison: City's designated liaison with Attorneys is Holly Phelps, or her designee. Attorneys designated liaison with the City is Jordan Y. Crosby.

15. Applicability: This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana. If a dispute arises, the proper venue for the hearing of the case is the District Court of the Tenth Judicial District of the State of Montana, in and for the County of Fergus.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the effective date stated above.

CITY OF LEWISTOWN,
A Municipal Corporation

Holly Phelps, City Manager

On this ____ day of December, 2020, I hereby attest the above-written signature of Holly Phelps, City Manager.

(SEAL)

APPROVED AS TO FORM:
Monte Boettger, City Attorney

Nikki Brummond, City Clerk

UGRIN ALEXANDER ZADICK, P.C.

Jordan Y. Crosby, Managing Partner

Return to:
U.S. Fish and Wildlife Service
Montana Realty Program
585 Shephard Way, Suite 1
Helena, Montana 59601

Partial Release of Reversionary Interest

WHEREAS, the United State of America, acting through the Department of Interior, U.S. Fish and Wildlife Service, is the owner in fee of a certain parcel of land in Fergus County, Montana, used by the United States as the site for the headquarters of the Charles M. Russell National Wildlife Refuge, said parcel hereinafter referred to as the CMR HQ Site, and described as follows:

Township 15 North, Range 18 East, M.P.M.

That part of the Northeast quarter of Section 21 bounded and described as follows:

Beginning at Corner 1, the one quarter corner common to Sections 21 and 22; thence with the east-west center line of said Section 21 in part along a wire fence, S.89°02'W., 17.28 chains to Corner 2; thence, passing within the said Section 21, in part with a wire fence, N.35°46'W., 12.80 chains to Corner 3, a point 50 feet southwest of the center line of the Airport Access Road, so called; thence with a line, in part 50 feet southeast of and parallel to a tangent of the center line of the Airport Access Road, so called, N.54°33'E., 30.34 chains to Corner 4, a point in the Section line common to the said Sections 21 and 22; thence with the Section line common to said Sections 21 and 22, S.00°05'E., 27.75 chains to the Place of Beginning; containing 43.39 acres, more or less;

WHEREAS, the CMR HQ Site was donated to the United States by the City of Lewistown in 1954 via a deed that contains a provision stating if any portion of the land conveyed is "declared vacated or abandoned by the United States of America all rights herein granted to the United States of America as to such vacated or abandoned portions shall cease and terminate and such portions of the above described lands as may be declared vacated or abandoned shall revert to [the city of Lewistown]";

WHEREAS, The State of Montana, acting through Montana Fish, Wildlife, and Parks, requires to build a Lewistown Area Resource Office to better serve the public and has determined that vacant land on the CMR HQ Site would be a highly amenable location for the Office and has identified a 2.69-acre footprint on which to do so, hereinafter described as the FWP Office Footprint and further described and depicted on Exhibit A attached here;

WHEREAS, The United States has authority to grant a right-of-way to The State of Montana to build the Lewistown Area Resource Office under 43 U.S.C. 1761;

AND WHEREAS, The United States, The State of Montana, and the City of Lewistown all recognize the unique benefits to the public of locating the Lewistown Area Resource Office on the CMR HQ Site;

NOW, THEREFORE, The City of Lewistown does hereby release any and all reversionary interest related to the United States' granting of a right-of-way to the State of Montana over the 2.69-acre FWP Office Footprint, described and depicted on Exhibit A, for the purposes described herein, and hereby acknowledges and agree that the granting of a right-of-way by the United States to the State of Montana for the construction of the Lewistown Area Resource Office shall not in any manner constitute a vacation or abandonment of the CMR HQ Site that would affect such a reversion of ownership of the subject lands.

IN WITNESS WHEREOF, the City of Lewistown has executed this instrument on this ____ day of _____, 2021

City of Lewistown

Holly Phelps, City Manager

ACKNOWLEDGMENT

STATE of _____
COUNTY of _____

On this _____ day of _____ in the year **2021** before me personally appeared **Holly Phelps**, known to me to be the **City Manager** of the **City of Lewistown**, who acknowledged said instrument to be her free act and deed as the duly authorized agent of the **City of Lewistown**.

Notary Public
My commission expires _____

(SEAL)

2021 Calendar

Courtesy of WinCalendar

One page full-year calendar.

WinCalendar

January 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

WinCalendar

February 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

WinCalendar

March 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

WinCalendar

April 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

WinCalendar

May 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

WinCalendar

June 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

WinCalendar

July 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

WinCalendar

August 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

WinCalendar

September 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

WinCalendar

October 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

WinCalendar

November 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

WinCalendar

December 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

-  Commission Meeting
-  Holidays City Office is closed
-  Possible Commission Trainings meetings