

COMMITTEE OF THE WHOLE

JULY 3, 2023

6:00 PM

1. Budget 2023-2024

**NOTICE FOR, AND AGENDA FOR, A REGULAR MEETING OF THE CITY COMMISSION,
CITY OF LEWISTOWN, JULY 3, 2023 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

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 – June 5, 2023 & June 19, 2023

COURTESIES

PROCLAMATIONS

BOARD AND COMMISSION REPORTS

CITY MANAGER REPORT

PUBLIC COMMENT – non agenda items

CONSENT AGENDA

Acknowledgment of the claims that have been paid from June 16, 2023 to June 27, 2023 for a total of \$930,901.68

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

1. Discussion and action on approving Resolution No. 4124, a resolution in the support of expansion of the Nexus Methamphetamine Treatment Center capacity to 86 treatment beds to be used by the Montana Department of Corrections for eligible offenders (**Action: approve, disapprove or amend Resolution No. 4124**) City Manager Holly Phelps
2. Discussion and action on approving the maintenance agreement with Lumen for the City's phone system and authorize the City Manager sign the agreement (**Action: approve, disapprove or amend the maintenance agreement with Lumen**) City Manager Holly Phelps
3. Discussion and action on the offer to purchase real estate from Phillips 66 Company, property located south of Brewery Flats (**Action: approve, disapprove or amend offer to purchase real estate from Phillips 66 Company**) City Manager Holly Phelps
4. Discussion on the chicken referendum. City Manager Holly Phelps

CITIZENS' REQUESTS

COMMISSIONER'S MINUTE

ADJOURNMENT

*All citizens are invited to make comment on any agenda item prior to action being taken by the Commission

RESOLUTION NO. 4124

**RESOLUTION IN SUPPORT OF EXPANSION OF THE
NEXUS METHAMPHETAMINE TREATMENT CENTER
CAPACITY TO 86 TREATMENT BEDS TO BE USED BY
THE MONTANA DEPARTMENT OF CORRECTIONS FOR
ELIGIBLE OFFENDERS.**

WHEREAS, Nexus Methamphetamine Treatment Center (Nexus), operated by Community, Counseling, and Correctional Services, Inc. provides an alternative, proactive response to traditional sentencing of adults who are struggling with addiction.

WHEREAS, the Montana Department of Corrections (Department) contracts with Nexus to provide a residential methamphetamine treatment program for offenders approved for participation in the program by the Department;

WHEREAS, this service provides a great benefit to the residence of Lewistown struggling with addiction;

WHEREAS, Nexus has operated successfully in Lewistown since June 1, 2007;

WHEREAS, Nexus and the Department desire to increase the number of program participants that the Department can send to Nexus for treatment to 86 treatment beds;

WHEREAS, a public hearing was held on this matter on July 3, 2023 at 11:00 a.m.

THEREFORE, BE IT RESOLVED THAT, The Lewistown City Commission hereby supports the expansion of NEXUS Methamphetamine Treatment Center capacity to 86 treatment beds to be used by the Montana Department of Corrections for Eligible Offenders.

APPROVED by the City Commission of the City of Lewistown, Montana this 3rd day of July, 2023.

KellyAnne Terry
Chairman of the Commission

ATTEST:

Nikki Brummond, City Clerk

CPE MAINTENANCE QUOTATION

CUSTOMER :
BILL TO NAME :
BILL TO ADDRESS:
QUOTATION NUMBER :
CREATE DATE :
QUOTATION VALID THROUGH :
CONTRACT SERVICE START DATE :
CONTRACT SERVICE END DATE :
NET AMOUNT OF CONTRACT :
CURRENCY VALUE EXPRESSED IN :

CENTRAL MONTANA 911
CENTRAL MONTANA 911
305 W WATSON ST, LEWISTOWN, MT, 59457
QIA250682-MO-LU_2
25-APR-2023
19-AUG-2023
01-OCT-2021
30-SEP-2024
\$31,522.50
USD



METAL SITE ADDRESS	PART NUMBER	PART DESCRIPTION	QUANTITY	SEQUEL NUMBER	SUPPORT	SUPPORT DESCRIPTION	START DATE	END DATE	NET AMOUNT
CENTRAL MONTANA 911, 305 W WATSON ST, LEWISTOWN, MT, 59457	04000-68007-ANWL	V-SVR BASIC RNWL SPT 3YR	2		LUMEN	STD 8K5XNBD-MATONLY	01-OCT-2021	30-SEP-2024	\$762.67
	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	1		LUMEN	PRM 24X7X4 HR-MATONLY	01-OCT-2021	30-SEP-2024	\$0.00
	55-0PR-VSSL-1Y	SPT VPRIME 1YR	3		LUMEN	PRM 24X7X4 HR-MATONLY	PENDING CONTRACT		\$4,576.04
	809800-35110	V911 IRR SW SPT 1YR	3		LUMEN	STD 8K5XNBD-MATONLY	PENDING CONTRACT		\$827.48
	04000-00178	SW SPT ANALOG GATEWAY 3YR	4		LUMEN	STD 8K5XNBD-MATONLY	01-OCT-2021	30-SEP-2024	\$960.00
	5A-M5G-ALSL-1Y	SPT V-ANLYT STD 1YR	3		LUMEN	STD 8K5XNBD-MATONLY	PENDING CONTRACT		\$541.24
	FOTS	LUMEN SUPPORT	1		LUMEN	PRM 24X7X4 HR-MATONLY	01-OCT-2021	30-SEP-2024	\$20,317.89
911 JUDITH BASIN CO MT, 93 3RD ST S, STANFORD, MT, 59479	55-0PR-VSSL-1Y	SPT VPRIME 1YR	1		LUMEN	PRM 24X7X4 HR-MATONLY	PENDING CONTRACT		\$1,525.35
	809800-35110	V911 IRR SW SPT 1YR	1		LUMEN	STD 8K5XNBD-MATONLY	PENDING CONTRACT		\$275.83
	5A-M5G-ALSL-1Y	SPT V-ANLYT STD 1YR	1		LUMEN	STD 8K5XNBD-MATONLY	PENDING CONTRACT		\$180.41
	FOTS	LUMEN SUPPORT	1		LUMEN	PRM 24X7X4 HR-MATONLY	01-OCT-2021	30-SEP-2024	\$1,555.59

TOTAL SUMMARY
TOTAL NET PRICE: \$31,522.50

CENTRAL MONTANA 911

Name _____

Title _____

Date _____

Terms and Conditions Governing This Order Form

1. The confidentiality of this order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 2. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliates within providing services under this Order. Customer places this Order by signing (including electronically or digitally) to acknowledge and accepting (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

[illegible]

3. Neither party will be liable for any damages, for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing, replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, omissions, failures to deliver or defects in Service are contained in the service levels applicable to the affected service.

4. All transport services offered from Lumen will be treated as requested for regulatory purposes. Customer may certify transport service as being interstate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are used on a stand-alone basis. The end points for the service are located in the same state and neither origin nor destination is outside the United States. If a customer requests that a service be designated as intrastate services, Lumen certifies that Lumen has not more than 10% of Customers' traffic utilizing the Interstate Services will be originated or terminated outside of the state in which the Interstate Services are provided. Such election will apply prospectively only and will apply to all Interstate Services stated in this Order.

5. Charges for certain services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes.

6. Customer will pay Lumen's standard (a) expedite charges added to the NIC, if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at <https://www.centurylink.com/business/ngw/>) and (b) ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at www.lumen.com/ancillary-fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

2. Charges/Orders, items described in the Catalog Number and Description columns above reflect the Items/Services ordered and identified above the table. Receipts applying to the contrary. NIKs are NOT awarded unless the Order or an Order Addendum expressly states NIKs are waived or the NIKs appear in the waived column in the above table(s). A cancellation charge requires customer to pay the amount. Any waived or discounted NIK, the NIK, will be the amount stated in the Order or Order Addendum or shown in the "Waived NIK" column in the above table(s) despite anything to the contrary, if in the Order Customer is upgrading, moving, discontinuing or otherwise changing an existing service. Cancellation charges may apply as set forth in the Agreement.

8.1.3 Equipment, by signing this order for MATS equipment, as applicable, acknowledge that they have read and understood the "Access to Emergency Services" contained in the applicable service schedule attached to the Lumen or CenturyLink Master Service Agreement or Master Service Agreement, Public Safety Version, or in the "Access to Emergency Services" section of the terms and conditions in the applicable standard service schedule. If it have not been cited, Lumen or CenturyLink Master Service Agreement or Master Service Agreement, Public Safety Version, or an affiliate agreement with an applicable service schedule, I further acknowledge that I have read and understood the disk cover or limitations set forth in the Emergency Services Advisory Available at <http://www.centurylink.com/guid/mats/mats751515advisory.pdf>.

OFFER TO PURCHASE REAL ESTATE

The undersigned [INSERT EXACT NAME OF PURCHASER], whose mailing address is [INSERT APPROPRIATE PURCHASER ADDRESS], hereinafter referred to as "Purchaser", hereby offers to buy from PHILLIPS 66 COMPANY, a Delaware Corporation, with an office at 2331 CityWest Blvd., Houston, Texas 77242, or its nominee, hereinafter referred to as "Seller", the real property described in **Exhibit A** and situated in Fergus County, State of Montana, together with all improvements thereon (the "Property"), subject to the following terms and conditions. If accepted by Seller in the manner set forth herein, this Offer to Purchase Real Estate ("Offer") shall become a Contract of Sale for the Property.

1. The total consideration and purchase price shall be Ten Dollars (\$10) (the "Purchase Price") payable in cash, wire transfer in same day available funds or certified check at time of closing, less any sum received as Earnest Money.

2. Purchaser acknowledges that: the Property was used for petroleum refining operations; historical activities at the Property have impacted the environmental condition of the Property; certain environmental investigations and remedial activities have taken place at the Property; and residual hazardous substances will remain at the Property at the time of closing.

3. The conveyance of the Property shall be "AS IS", "WHERE IS" and with all faults by Special Warranty Deed substantially in the form attached as **Exhibit B** warranting title thereto only as to those persons claiming by, through or under Seller but not otherwise, covering the surface only and all improvements located thereon, and reserving all mineral and mineral rights underlying the Property, subject to any and all zoning ordinances, taxes and questions of survey, reservations, covenants, restrictions and easements and rights-of-way of record or in place. The conveyance shall contain a disclaimer of any further warranties as set forth in **Exhibit B**.

4. Prior to and/or at closing, Seller will record in the official real property records one or more documents prohibiting certain uses of the Property, disclosing known historical impacts to the Property including residual impacts, and requiring that such restrictions and disclosures be included in all future transfers of any interest in the Property (the "Deed Restrictions"). The Deed Restrictions will include, but will not be limited to, restricting the Property to use exclusively as open greenspace that may contain a walking trail. By way of illustration only, and not by way of limitation, the following Deed Restrictions may apply to the Property:

- i. The Property shall not be developed or used for any type of residential use or occupancy including, but not limited to, mobile home or factory-built housing; use as a hospital, medical or dental facility; use as a nursing home facility or hospice; use as a public or private school; use as childcare or elder care facility.
- ii. The Property shall not be used for any commercial or industrial purposes.
- iii. The Property shall not be used for any type of agricultural purposes, including farming-related activities and grazing of livestock.
- iv. The Property shall not be used for any type of recreational purpose other than as open greenspace that may contain a walking trail.
- v. No buildings or other type of indoor structures shall be constructed upon or placed upon the Property.
- vi. No aboveground structures including, but not limited to, those associated with playgrounds and sports fields, may be placed on the Property.
- vii. Collection or use of surface water on or from the Property is prohibited.
- viii. The use of groundwater including, but not limited to, the use or installation of water supply wells of any kind (including without limitation water wells used for drinking, bathing, other human consumption or for livestock, farming or irrigation), from the Property is prohibited.

- ix. No soil at the Property shall be disturbed in any manner, including without limitation through drilling or excavation.

5. The conveyance shall be subject to Deed Restrictions. **THE CONVEYANCE SHALL ALSO BE SUBJECT TO THE FOLLOWING INDEMNIFICATION AND RELEASE REGARDLESS WHETHER EXPRESSLY SET FORTH IN THE DEED OR NOT: PURCHASER SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD SELLER, ITS PARENTS, SUBSIDIARIES, AFFILIATES, PARTNERS AND CO-VENTURERS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY THE "INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, GOVERNMENTAL ORDERS, CAUSES OF ACTION, FINES, PENALTIES, DAMAGES (INCLUDING CONSEQUENTIAL DAMAGES), LOSSES, JUDGMENTS, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION COSTS OF INVESTIGATION AND/OR LITIGATION), AND LIABILITIES, OF EVERY KIND, ARISING OUT OF, RESULTING FROM OR CONNECTED DIRECTLY OR INDIRECTLY WITH THE PROPERTY REGARDLESS OF THE CAUSE OR CAUSES THEREOF INCLUDING WITHOUT LIMITATION STRICT LIABILITY OR THE ACTIVE OR PASSIVE SOLE, JOINT OR CONCURRENT NEGLIGENCE OR FAULT (WHETHER IMPOSED BY STATUTE, RULE, REGULATION OR OTHERWISE) OF THE INDEMNIFIED PARTIES. THE FOREGOING INCLUDES BUT IS NOT LIMITED TO PURCHASER ASSUMING LIABILITY FOR AND INDEMNIFYING AND DEFENDING THE INDEMNIFIED PARTIES FROM ANY AND ALL CLAIMS ASSERTED BY ANY THIRD PARTY, INCLUDING ANY GOVERNMENTAL AGENCY, RELATED TO CONTAMINATION FROM ACTIVITIES AT THE PROPERTY, REGARDLESS OF WHETHER SUCH ACTIVITIES OCCURRED PRIOR TO CLOSING OR OCCUR AFTER CLOSING. TO THE EXTENT ALLOWED BY LAW, PURCHASER WAIVES ANY AND ALL RIGHTS IT MAY HAVE UNDER ANY AND ALL STATUTES OR LAWS THAT PURPORT TO LIMIT THE SCOPE OF THE FOREGOING RELEASE AND INDEMNIFICATION OBLIGATIONS.**

6. Seller will not provide an abstract of title or title insurance policy for the Property. Upon Purchaser's request Seller will furnish Purchaser with any survey, abstract, title insurance policy, title opinion, or other title information, which might be contained in Seller's files. Seller makes no representation as to the completeness or accuracy of such material. Purchaser agrees to return all of such material to Seller at or prior to the time of closing.

7. Purchaser agrees to be bound by all Deed Restrictions affecting the Property at the time of closing, which restrictions will run with the land. Further, Purchaser shall ensure that all third parties including, but not limited to, Purchaser's invitees, abide by the same. On a periodic basis, occurring no less frequently than annually, Purchaser shall inspect the Property to ensure compliance with all Deed Restrictions affecting the Property. Further, Purchaser agrees that, absent prior written consent of Seller, which Seller may in its sole discretion withhold, Purchaser will not, directly or indirectly, request the Montana Department of Environmental Quality ("MDEQ") to modify any of the Deed Restrictions affecting the Property. Though Seller shall have no obligations with respect to the Property after closing, upon request Purchaser shall provide, at no cost or expense, access to the Property at all reasonable times after closing to the MDEQ, Seller, and their respective representatives and contractors. Should Purchaser transfer any interest in the Property to any third party, Purchaser shall require all such third parties agree to abide by and be bound by all of the provisions contained in this Paragraph 7.

8. Ownership and possession of the Property shall be delivered to Purchaser at time of closing, with said closing to occur after, and being expressly contingent upon, both (i) Seller's receipt of MDEQ's approval of Seller's Remediation Proposal based on a construction worker exposure scenario; and (ii) Seller's receipt of a No Further Action letter from MDEQ covering all areas/media of the Property. Notwithstanding anything to the contrary set forth herein, Seller shall have the right to terminate the transaction covered by this Offer at any time without any liability to Purchaser of any kind (other than the return of the Earnest Money to Purchaser) upon written notice to Purchaser if either items (i) or (ii) above are not received by Seller from MDEQ. Taxes for the current year shall be prorated to date of closing. Survey and title costs, documentary stamps, recording fees and closing costs shall be paid by Purchaser. If this sale or use of the Property after closing results in the assessment of additional taxes for periods

prior to closing, the additional taxes shall be the obligation of Purchaser. The obligations of this Paragraph 8 shall survive closing.

9. The total consideration is for the sale of real estate.

10. Purchaser agrees to indemnify, defend and hold Seller harmless from and against any and all claims for brokers fees applicable to the transaction covered by this Offer.

11. Purchaser shall not directly or indirectly pay any salaries, commissions or fees, or make payments or grant any rebates to, any employee, officer or agent of Seller, nor favor employees, officers or agents of Seller, or designees of such employees, officers or agents, with gifts or entertainment of significant cost or value, nor with services or goods sold at less than full market value, nor enter into any business arrangement with employees, officers or agents of Seller unless such employees, officers or agents are acting as representatives of Seller.

12. The covenants, releases, indemnities and agreements of Purchaser contained herein shall survive the closing and recordation of the Special Warranty Deed. In the event either party brings suit to enforce the provisions set forth herein, the prevailing party shall be entitled to recover from the other party court costs and reasonable attorneys' fees. This Offer shall be governed by and construed in accordance with the laws of the state where the Property is located.

13. Purchaser may assign its interest in this Offer only upon written notice of such assignment to Seller and the written consent of Seller, which consent Seller may withhold in its sole discretion. This Offer shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

14. All notices required or which may be given hereunder shall be deemed as properly given if delivered in writing, personally or sent by overnight delivery, charges prepaid, or by certified United States mail with postage prepaid, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth below, or such other address as such party may from time to time advise the other in writing in accordance with this provision. Notice served by overnight delivery carrier or by certified United States mail shall be deemed given on the date on which such notice is deposited with the overnight delivery carrier or in the U.S. mail.

If to Seller, addressed to: Derek Lilleberg
Real Estate Services Agent
Phillips 66 Company
2626 Lillian Ave.
Billings, MT 59101

If to Purchaser, addressed to: [INSERT PURCHASER'S NAME]
[INSERT PURCHASER'S ADDRESS]

15. If any term or provision of this Offer or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Offer, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Offer shall be valid and be enforced to the full extent permitted by law.

16. Time is of the essence with respects to all aspects of this Offer. No waiver by either party to any provision of this Offer shall be deemed to extend to any prior or subsequent waiver by such party or affect in any way such party's rights arising by virtue of any prior or subsequent waiver.

17. This Offer, including the exhibits (if any) attached hereto, constitutes the entire agreement between the parties and supersedes any prior understandings, covenants, promises,

agreements, conditions or representations by or between the parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to the Offer shall be binding upon the parties unless reduced to writing and signed by authorized representatives of both parties.

18. By its signature hereto, Purchaser acknowledges and understands that this is an offer to purchase the Property, and that this Offer shall not be binding upon Seller unless accepted and signed by a duly authorized representative of Seller and delivery of an executed copy to Purchaser.

Executed this _____ day of _____, 2023, but effective as of the date the last party hereto executes this Offer (the "Effective Date").

[INSERT EXACT NAME OF PURCHASER]:

By: _____

Printed Name: _____

Title: _____

Accepted this _____ day of _____, 2023.

PHILLIPS 66 COMPANY:

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

TRACT 1

A tract of land located in the NW1/4 of Sec.26, T.15 N., R.18 E., Fergus County, Montana, being that tract of land described as Tract 1 as shown in Deed Bk. 192, Pg. 148 and in Deed Bk. 207, Pg. 399 of the Fergus County Clerk & Recorder records.

Beginning at the SW cor. of said tract which point is common to the NW cor. of Tract 4 of said Deed references from which point the NW cor. of said Sec. 26, a set stone, bears N. 44° 12' W. , 1622.1 ft., thence N. 14° 11' W., 166.9 ft.; thence N. 29° 59' E., 178.6 ft.; thence N. 83° 07' E., 100.0 ft. to the NE cor. of said Tract 1, which point is common to the NW cor. of Tract 2 of said Deed references; thence along the west line of said Tract 2, S. 00° 26' W., 339.6 ft. to the SE cor. of said Tract 1, which point is common to the SW cor. of said Tract 2; thence N. 85° 38' W., 145.5 ft. to the point of beginning.

Said tract of land contains 1.16 acres along with and subject to any easements of record or implied.

The bearings for this description are based on the bearing of the north line of Certificate of Survey No. 245 of said county records and does not correspond to the bearings of record for this tract. However, the position of the intended property corners are the same.

TRACT 2

A tract of land located in the NW1/4 of Sec. 26, T.15 N., R.18 E., P.M.M., Fergus County, Montana, being that tract of land described as Tract 2 as shown in Deed Bk. 192, Pg. 148 and Deed Bk. 207, Pg. 399 of the Fergus County Clerk & Recorder records.

Beginning at the NE cor. of said Tract 2, a point on the westerly right of way line of the abandoned Chicago, Milwaukee & St. Paul Railway line secondary track, which point is common to the NW cor. of Certificate of Survey No. 245 of said county records and which is identical to the NW cor. Of Tract 5 of said Deed Bk. 207, Pg. 399, from which point the NW cor. of said Sec. 26, a set stone, bears N. 60° 22' W., 1574.4 ft., thence from said point of beginning along said right of way line along a curve to the left and to the SE, having a Central angle of 11° 38', a Radius of 1769.1 ft., a Chord Length of 358.5 ft., a Chord Bearing of S. 30° 42' E. for a Curve Length of 359.1 ft.; thence leaving said right of way line, S. 72° 28' W., 288.8 ft. to the SW cor. of said Tract 2, which point is common to the SE cor. of Tract 1 of said Deed reference; thence along the east line of said Tract 1, N. 00° 26' E., 339.6 ft. to the NE cor. of said Tract 1; thence N. 58° 13' E., 105.7 ft. to the point of beginning.

Said tract of land contains 1.46 acres along with and subject to any easements of record or implied.

The bearings for this description are based on the bearing of the north line of said Certificate of Survey No. 245 and does not correspond to the bearings of record for this tract. However, the position of the intended property corners are the same.

TRACT 3

A tract of land located in the NW1/4 of Sec. 26, T.15 N., R.18 E., P.M.M., Fergus County, Montana, being that tract of land described as Tract 3 as shown in Deed Bk. 192, Pg. 148 and in Deed Bk. 207, Pg. 399 of the Fergus County Clerk & Recorder records.

Beginning at the NW cor. of said Tract 3, a 1/2" dia. rebar, which point is common with the SW cor. of Tract 4 of said deed references, from which point the NW cor. of said Sec. 26, a set stone, bears N. 41° 45' W., 1664.1 ft., thence along the southerly boundary of said Tract 4 the following two courses:

S. 86° 27' E., 214.0 ft.; thence N. 71° 43' E., 302.0 ft. to a point on a curve on the westerly right of way line of the abandoned Chicago, Milwaukee & St. Paul Railway line secondary track, which point is common to the westerly boundary of Tract 5 of said Deed Bk. 207, Pg. 399; thence along said right of way line and along a curve to the left and to the SE, having a Central Angle of 21° 59', a Radius of 1769.1 ft., a Chord Length of 674.7 ft., a Chord Bearing of S. 50° 31' E. for a Curve Length of 678.8 ft.; thence leaving said right of way line and along the southerly boundary of that land as described in Deed Bk. 114, Pg. 234 and along the northerly boundary of that land described in Deed Bk. 191, Pg. 766 of said county records, S. 45° 13' W., 581.3 ft. to a 2 7/8" dia. pipe at the SW cor. of said Tract 3; thence N. 44° 47' W., along the easterly boundary of the M & S Tracts, a subdivision filed in said county records, a distance of 690.0 ft. to a 1/2" dia. rebar; thence N. 24° 35' W., 293.9 ft. to a 1/2" dia. rebar at a corner of said M & S Tracts which point is the NW cor. of said Tract 3 and the point of beginning.

Said tract of land contains 9.59 acres along with and subject to any easements of record or implied.

The bearings for this description are based on the bearing of the north line of Certificate of Survey No. 245 of said county records and does not correspond to the bearings of record for this tract. However, the position of the intended property corners are the same.

TRACT 4

A tract of land located in the NW1/4 of Sec. 26, T.15 N., R.18 E., P.M.M., Fergus County, Montana, being that tract of land described as Tract 4 as shown in Deed Bk. 192, Pg. 148 and in Deed Bk. 207, Pg. 399 of the Fergus County Clerk & Recorder records.

Beginning at the SW cor of said Tract 4, which point is common to the NW cor. of Tract 3 of said deed references from which point the NW cor. of said Sec. 26, a set stone, bears N. 41° 45' W., 1664.1 ft., thence N. 16° 07' E., 81.9 ft. to the SW cor. of said Tract 1 of said deed references; thence along the south line of said Tract 1, S. 85° 38' E., 145.5 ft. to the SE cor of said Tract 1, which point is common to the SW cor of Tract 2 of said deed references; thence along the south line of said Tract 2, N. 72° 28' E., 288.8 ft. to a point on a curve on the westerly right of way line of the abandoned Chicago, Milwaukee & St. Paul Railway line secondary track; thence along said curve to the left and to the SE, having a Central Angle of 3° 00', a Radius of 1769.1 ft., a Chord Length of 92.8 ft., a Chord Bearing of S. 38° 01' E. for a Curve Length of 92.8 ft. to the NE cor. of said Tract 3; thence leaving said right of way line and along the northerly boundary of said Tract 3 the following two courses:
S. 71° 43' W., 302.0 ft., thence N. 86° 27' W., 214.0 ft. to the point of beginning.

Said tract of land contains 0.93 acres along with and subject to any easements of record or implied.

The bearings for this description are based on the bearing of the north line of Certificate of Survey No. 245 of said county records and does not correspond to the bearings of record for this tract. However, the position of the intended property corners are the same.

TRACT 5

A tract of land located in the NW1/4 of Sec. 26, T.15 N., R.18 E., P.M.M., Fergus County, Montana, being that tract of land described as Tract 5 as shown in Deed Bk. 207, Pg. 400 of the Fergus County Clerk & Recorder records.

Beginning at the NW cor. of said Tract 5, a 1/2" dia. rebar with plastic cap, as shown on Certificate of Survey No. 245 of said county records and which point lies on the westerly right of way line of the abandoned Chicago, Milwaukee & St. Paul Railway line secondary track, from which point the NW cor of said Sec. 26, a set stone, bears N. 60° 22' W., 1574.4 ft., thence N. 62° 37' E., 468.61 ft. to a 1/2" dia. rebar with plastic cap at the westerly right of way line of the abandoned Chicago, Milwaukee & St. Paul Railway line main track; thence along said right of way line and along the westerly boundary of said Tract 5 as shown on said Certificate of Survey No. 245, the following thirteen courses:

S. 14° 02' E., 151.1 ft.; thence S. 15° 02' E., 51.2 ft.; thence S. 16° 49' E., 102.1 ft.; thence S. 19° 51' E., 102.5 ft.; thence S. 22° 29' E., 252.9 ft.; thence S. 24° 36' E., 104.7 ft.; thence S. 31° 09' E., 105.8 ft.; thence S. 37° 50' E., 105.5 ft.; thence S. 43° 49' E., 105.20 ft.; thence S. 49° 41' E., 105.5 ft.; thence S. 56° 19' E., 105.0 ft.; thence S. 61° 14' E., 104.5 ft.; thence S. 68° 40' E., 124.2 ft. to a 1/2" rebar; thence S. 00° 47' W., 11.0 ft. to a point on a curve on the southwesterly right of way line of the abandoned Chicago, Milwaukee & St. Paul Railway line secondary track; thence along a curve to the right and to the NW, having a Central Angle of 53° 09', a Radius of 1769.1 ft., a Chord Length of 1582.7 ft., a Chord Bearing of N. 57° 27' W. for a Curve Length of 1640.9 ft. to the point of beginning.

Said tract of land contains 8.11 acres along with and subject to any easements of record or implied.

The bearings for this description are based on the bearing of the north line of Certificate of Survey No. 245 of said county records.

EXHIBIT B

SPECIAL WARRANTY DEED AND ENVIRONMENTAL RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT, PHILLIPS 66 COMPANY, a Delaware Corporation, "Grantor", for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto [INSERT EXACT NAME OF GRANTEE] "Grantee", the following described real property and premises, situate in the County of Fergus, State of Montana, to wit:

SEE EXHIBIT A

together with all improvements thereon and the rights and appurtenances thereunto belonging, and warrants the title thereto only against the claim of every person whomsoever claiming by, through or under Grantor, but not otherwise. This Deed is subject to all taxes, questions of survey, zoning ordinances, reservations, covenants, restrictions, easements and rights-of-way of record or in place, and the Environmental Restrictions set forth below.

SAVE AND EXCEPT all of the oil, gas and other minerals, of whatever kind or nature in, on or under the real property.

EXCEPT FOR THE SPECIAL WARRANTY SET FORTH HEREIN, GRANTOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND BY ACCEPTANCE HEREOF GRANTEE HEREBY WAIVES, ALL OTHER WARRANTIES OF ANY KIND OR TYPE WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE REAL PROPERTY AND ANY IMPROVEMENTS LOCATED THEREON INCLUDING, BY WAY OF DESCRIPTION AND NOT LIMITATION, ANY WARRANTY OF THEIR QUALITY, MARKETABILITY, MERCHANTABILITY, HABITABILITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS, DIMENSIONS OR SPECIFICATIONS, THEIR FITNESS, FEASIBILITY, DESIRABILITY OR CONVERTIBILITY FOR OR INTO ANY PARTICULAR PURPOSE OR USE, THEIR CURRENT OR PROJECTED INCOME OR EXPENSES, OR ANY OTHER MATTER WITH RESPECT TO THE REAL PROPERTY AND ANY IMPROVEMENTS, ANY SUCH WARRANTY BEING HEREBY EXPRESSLY DISCLAIMED AND NEGATED. GRANTEE BY ACCEPTANCE HEREOF ACKNOWLEDGES THAT GRANTEE HAS MADE A COMPLETE INSPECTION OF THE REAL PROPERTY AND ANY IMPROVEMENTS LOCATED THEREON, AND IS IN ALL RESPECTS SATISFIED THEREWITH AND ACCEPTS THE SAME "AS IS", "WHERE IS", AND WITH ALL FAULTS.

Grantor, as fee simple owner of the Property, establishes the Environmental Restrictions consisting of Sections 2 through 7, inclusive, below ("Environmental Restrictions") as covenants, conditions, and restrictions, whether mandatory, prohibitive, permissive, or administrative, to regulate the structural integrity, appearance and use of the Property and the improvements placed on it. Grantor and Grantee stipulate that (a) the Environmental Restrictions touch and concern the Property; (b) privity of estate exists by reason of the ownership of the Property; (c) notice is given by filing this instrument in the real property records of the county in which the Property is situated; and (d) the Environmental Restrictions are reasonable, their purposes being for the common benefit of Grantor, Grantee and adjacent property owners, who are affected by the structural integrity, appearance and use of the Property. The Environmental Restrictions run with the land making up the Property, are binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of Grantor, Grantee and the adjacent property owners, and their successors and assigns.

ENVIRONMENTAL RESTRICTIONS

1. The "Environmental Restrictions", as that term is used herein, consist of Sections 2 through 7, inclusive, below.
2. Disclosure of Hazardous Substances.
 - a. The Property has been used as a petroleum refinery. Grantor hereby discloses that it knows, or has reasonable cause to believe, that releases of Hazardous Substances may have come to be located on or beneath certain portions of the Property
 - b. Prior to the sale, lease (of any degree), assignment, hypothecation or other transfer of the Property for any reason (collectively, a "Transfer"), the owner, grantor, lessor (of any degree), assignor, pledgor or transferor (collectively, a "Transferor"), shall give the purchaser, grantee, lessee (of any degree), assignee, pledgee or transferee (collectively, a "Transferee"), written notice that Hazardous Substances may be located on or beneath the Property.
 - c. The Environmental Restrictions shall be incorporated by reference in every instrument of Transfer of all or any portion of the Property (a "Transfer Instrument"). Each Transferor shall include in any Transfer Instrument, the following notice, completed where indicated: "NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO ENVIRONMENTAL RESTRICTIONS RECORDED ON _____, 20____, [IN BOOK____, PAGE____OR AS INSTRUMENT NO. _____, as the case may be] IN FAVOR OF PHILLIPS 66 COMPANY, A DELAWARE CORPORATION."
 - d. "Hazardous Substances" as used herein means any toxic substance or waste, pollutant, hazardous substance or waste, contaminant, special waste, industrial substance or waste, petroleum or petroleum-derived substance or waste, or any toxic or hazardous constituent of any such substance or waste, including, without limitation metals, total petroleum hydrocarbons (TPHs), polynuclear aromatic hydrocarbons (PAHs), non-chlorinated (petroleum-related) volatile organic compounds (VOCs), MTBE, dioxins or any other substance regulated under or defined by any statute, law, ordinance, rule or regulation relating to pollution, the protection of the environment, release, emission, discharge, or disposal of any material or substance, safety, health or environmental aspects of property transfer, natural resource damage, pipeline closure, production registration, hazard communication, or human health or safety ("Law").
3. Prohibited Uses.
 - a. [This section to be completed by Grantor, it is sole discretion]
4. Modification of Restrictions. The Prohibited Uses may only be modified or terminated, in whole or in part, with the written consent of the Grantor, which consent Grantor may withhold or condition in its sole and absolute discretion.
5. Restrictions Run With The Land. This Deed sets forth conditions, covenants, and restrictions subject to which the Property and every portion of it shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Environmental Restriction (i) runs with the land, (ii) is an equitable servitude, (iii) inures to the benefit of, passes with each and every portion of the Property, and is imposed upon the entire Property, and (iv) may be enforced by Grantor, its successor and assigns. The Environmental Restrictions bind all owners and occupants of the Property, their heirs, successors and assigns, and their respective officers, directors, members, partners, agents and employees, for the benefit of the Grantor, its successors and assigns, and their respective officers, directors, members, partners, agents and employees.
6. Term. The Environmental Restrictions may be amended or terminated only by a writing signed by the parties hereto or their successors and assigns and the then owners of all of the Property. To be effective, any such amendment or termination of the Environmental Restrictions must be recorded in the Official Records of the County of Fergus, State of Montana. The Environmental Restrictions shall remain in effect in perpetuity, unless terminated as set forth in this Section 6.
7. Invalidity. If any provision of this Deed, including the Environmental Restrictions contained therein, is held to be illegal, invalid, or unenforceable under any present or future laws, such provision shall be fully severable; this Deed shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Deed, and the remaining

provisions of this Deed shall remain in full force and effect, unaffected by the illegal, invalid or unenforceable provision or by its severance from this Deed. In lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Deed a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

SIGNED AND DELIVERED this _____ day of _____, 20____.

GRANTOR:

PHILLIPS 66 COMPANY:

By: _____

Printed Name: _____

Title: _____

GRANTEE:

EXACT NAME OF ENTITY

By: _____

Printed Name: _____

Title: _____

STATE OF _____ §
COUNTY OF _____ §

On this _____ day of _____, 20____, before me _____, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-in-Fact, of Phillips 66 Company, and acknowledged that he/she, as such Attorney-in-Fact, being authorized so to do, executed the foregoing instrument as the act of his/her principal for the purposes therein contained, by signing the name of the said Phillips 66 Company by himself/herself as Attorney-in-Fact.

NOTARY PUBLIC

Notary Public in and for _____
County

My commission expires:

STATE OF _____ §
COUNTY OF _____ §

On this _____ day of _____, 20____, before me _____, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed as _____ of {EXACT NAME OF GRANTEE}, and acknowledged that he/she, as such _____, being authorized so to do, executed the foregoing instrument as the act of his/her principal for the purposes therein contained, by signing the name of the said {EXACT NAME OF GRANTEE} by himself/herself as _____.

NOTARY PUBLIC

Notary Public in and for _____
County

My commission expires:

EXHIBIT A

TRACT 1

A tract of land located in the NW1/4 of Sec.26, T.15 N., R.18 E., Fergus County, Montana, being that tract of land described as Tract 1 as shown in Deed Bk. 192, Pg. 148 and in Deed Bk. 207, Pg. 399 of the Fergus County Clerk & Recorder records.

Beginning at the SW cor. of said tract which point is common to the NW cor. of Tract 4 of said Deed references from which point the NW cor. of said Sec. 26, a set stone, bears N. 44° 12' W. , 1622.1 ft., thence N. 14° 11' W., 166.9 ft.; thence N. 29° 59' E., 178.6 ft.; thence N. 83° 07' E., 100.0 ft. to the NE cor. of said Tract 1, which point is common to the NW cor. of Tract 2 of said Deed references; thence along the west line of said Tract 2, S. 00° 26' W., 339.6 ft. to the SE cor. of said Tract 1, which point is common to the SW cor. of said Tract 2; thence N. 85° 38' W., 145.5 ft. to the point of beginning.

Said tract of land contains 1.16 acres along with and subject to any easements of record or implied.

The bearings for this description are based on the bearing of the north line of Certificate of Survey No. 245 of said county records and does not correspond to the bearings of record for this tract. However, the position of the intended property corners are the same.

TRACT 2

A tract of land located in the NW1/4 of Sec. 26, T.15 N., R.18 E., P.M.M., Fergus County, Montana, being that tract of land described as Tract 2 as shown in Deed Bk. 192, Pg. 148 and Deed Bk. 207, Pg. 399 of the Fergus County Clerk & Recorder records.

Beginning at the NE cor. of said Tract 2, a point on the westerly right of way line of the abandoned Chicago, Milwaukee & St. Paul Railway line secondary track, which point is common to the NW cor. of Certificate of Survey No. 245 of said county records and which is identical to the NW cor. Of Tract 5 of said Deed Bk. 207, Pg. 399, from which point the NW cor. of said Sec. 26, a set stone, bears N. 60° 22' W., 1574.4 ft., thence from said point of beginning along said right of way line along a curve to the left and to the SE, having a Central angle of 11° 38', a Radius of 1769.1 ft., a Chord Length of 358.5 ft., a Chord Bearing of S. 30° 42' E. for a Curve Length of 359.1 ft.; thence leaving said right of way line, S. 72° 28' W., 288.8 ft. to the SW cor. of said Tract 2, which point is common to the SE cor. of Tract 1 of said Deed reference; thence along the east line of said Tract 1, N. 00° 26' E., 339.6 ft. to the NE cor. of said Tract 1; thence N. 58° 13' E., 105.7 ft. to the point of beginning.

Said tract of land contains 1.46 acres along with and subject to any easements of record or implied.

The bearings for this description are based on the bearing of the north line of said Certificate of Survey No. 245 and does not correspond to the bearings of record for this tract. However, the position of the intended property corners are the same.

TRACT 3

A tract of land located in the NW1/4 of Sec. 26, T.15 N., R.18 E., P.M.M., Fergus County, Montana, being that tract of land described as Tract 3 as shown in Deed Bk. 192, Pg. 148 and in Deed Bk. 207, Pg. 399 of the Fergus County Clerk & Recorder records.

Beginning at the NW cor. of said Tract 3, a 1/2" dia. rebar, which point is common with the SW cor. of Tract 4 of said deed references, from which point the NW cor. of said Sec. 26, a set stone, bears N. 41° 45' W., 1664.1 ft., thence along the southerly boundary of said Tract 4 the following two courses:

S. 86° 27' E., 214.0 ft.; thence N. 71° 43' E., 302.0 ft. to a point on a curve on the westerly right of way line of the abandoned Chicago, Milwaukee & St. Paul Railway line secondary track, which point is common to the westerly boundary of Tract 5 of said Deed Bk. 207, Pg. 399; thence along said right of way line and along a curve to the left and to the SE, having a Central Angle of 21° 59', a Radius of 1769.1 ft., a Chord Length of 674.7 ft., a Chord Bearing of S. 50° 31' E. for a Curve Length of 678.8 ft.; thence leaving said right of way line and along the southerly boundary of that land as described in Deed Bk. 114, Pg. 234 and along the northerly boundary of that land described in Deed Bk. 191, Pg. 766 of said county records, S. 45° 13' W., 581.3 ft. to a 2 7/8" dia. pipe at the SW cor. of said Tract 3; thence N. 44° 47' W., along the easterly boundary of the M & S Tracts, a subdivision filed in said county records, a distance of 690.0 ft. to a 1/2" dia. rebar; thence N. 24° 35' W., 293.9 ft. to a 1/2" dia. rebar at a corner of said M & S Tracts which point is the NW cor. of said Tract 3 and the point of beginning.

Said tract of land contains 9.59 acres along with and subject to any easements of record or implied.

The bearings for this description are based on the bearing of the north line of Certificate of Survey No. 245 of said county records and does not correspond to the bearings of record for this tract. However, the position of the intended property corners are the same.

TRACT 4

A tract of land located in the NW1/4 of Sec. 26, T.15 N., R.18 E., P.M.M., Fergus County, Montana, being that tract of land described as Tract 4 as shown in Deed Bk. 192, Pg. 148 and in Deed Bk. 207, Pg. 399 of the Fergus County Clerk & Recorder records.

Beginning at the SW cor of said Tract 4, which point is common to the NW cor. of Tract 3 of said deed references from which point the NW cor. of said Sec. 26, a set stone, bears N. 41° 45' W., 1664.1 ft., thence N. 16° 07' E., 81.9 ft. to the SW cor. of said Tract 1 of said deed references; thence along the south line of said Tract 1, S. 85° 38' E., 145.5 ft. to the SE cor of said Tract 1, which point is common to the SW cor of Tract 2 of said deed references; thence along the south line of said Tract 2, N. 72° 28' E., 288.8 ft. to a point on a curve on the westerly right of way line of the abandoned Chicago, Milwaukee & St. Paul Railway line secondary track; thence along said curve to the left and to the SE, having a Central Angle of 3° 00', a Radius of 1769.1 ft., a Chord Length of 92.8 ft., a Chord Bearing of S. 38° 01' E. for a Curve Length of 92.8 ft. to the NE cor. of said Tract 3; thence leaving said right of way line and along the northerly boundary of said Tract 3 the following two courses:
S. 71° 43' W., 302.0 ft., thence N. 86° 27' W., 214.0 ft. to the point of beginning.

Said tract of land contains 0.93 acres along with and subject to any easements of record or implied.

The bearings for this description are based on the bearing of the north line of Certificate of Survey No. 245 of said county records and does not correspond to the bearings of record for this tract. However, the position of the intended property corners are the same.

TRACT 5

A tract of land located in the NW1/4 of Sec. 26, T.15 N., R.18 E., P.M.M., Fergus County, Montana, being that tract of land described as Tract 5 as shown in Deed Bk. 207, Pg. 400 of the Fergus County Clerk & Recorder records.

Beginning at the NW cor. of said Tract 5, a 1/2" dia. rebar with plastic cap, as shown on Certificate of Survey No. 245 of said county records and which point lies on the westerly right of way line of the abandoned Chicago, Milwaukee & St. Paul Railway line secondary track, from which point the NW cor of said Sec. 26, a set stone, bears N. 60° 22' W., 1574.4 ft., thence N. 62° 37' E., 468.61 ft. to a 1/2" dia. rebar with plastic cap at the westerly right of way line of the abandoned Chicago, Milwaukee & St. Paul Railway line main track; thence along said right of way line and along the westerly boundary of said Tract 5 as shown on said Certificate of Survey No. 245, the following thirteen courses:

S. 14° 02' E., 151.1 ft.; thence S. 15° 02' E., 51.2 ft.; thence S. 16° 49' E., 102.1 ft.; thence S. 19° 51' E., 102.5 ft.; thence S. 22° 29' E., 252.9 ft.; thence S. 24° 36' E., 104.7 ft.; thence S. 31° 09' E., 105.8 ft.; thence S. 37° 50' E., 105.5 ft.; thence S. 43° 49' E., 105.20 ft.; thence S. 49° 41' E., 105.5 ft.; thence S. 56° 19' E., 105.0 ft.; thence S. 61° 14' E., 104.5 ft.; thence S. 68° 40' E., 124.2 ft. to a 1/2" rebar; thence S. 00° 47' W., 11.0 ft. to a point on a curve on the southwesterly right of way line of the abandoned Chicago, Milwaukee & St. Paul Railway line secondary track; thence along a curve to the right and to the NW, having a Central Angle of 53° 09', a Radius of 1769.1 ft., a Chord Length of 1582.7 ft., a Chord Bearing of N. 57° 27' W. for a Curve Length of 1640.9 ft. to the point of beginning.

Said tract of land contains 8.11 acres along with and subject to any easements of record or implied.

The bearings for this description are based on the bearing of the north line of Certificate of Survey No. 245 of said county records.

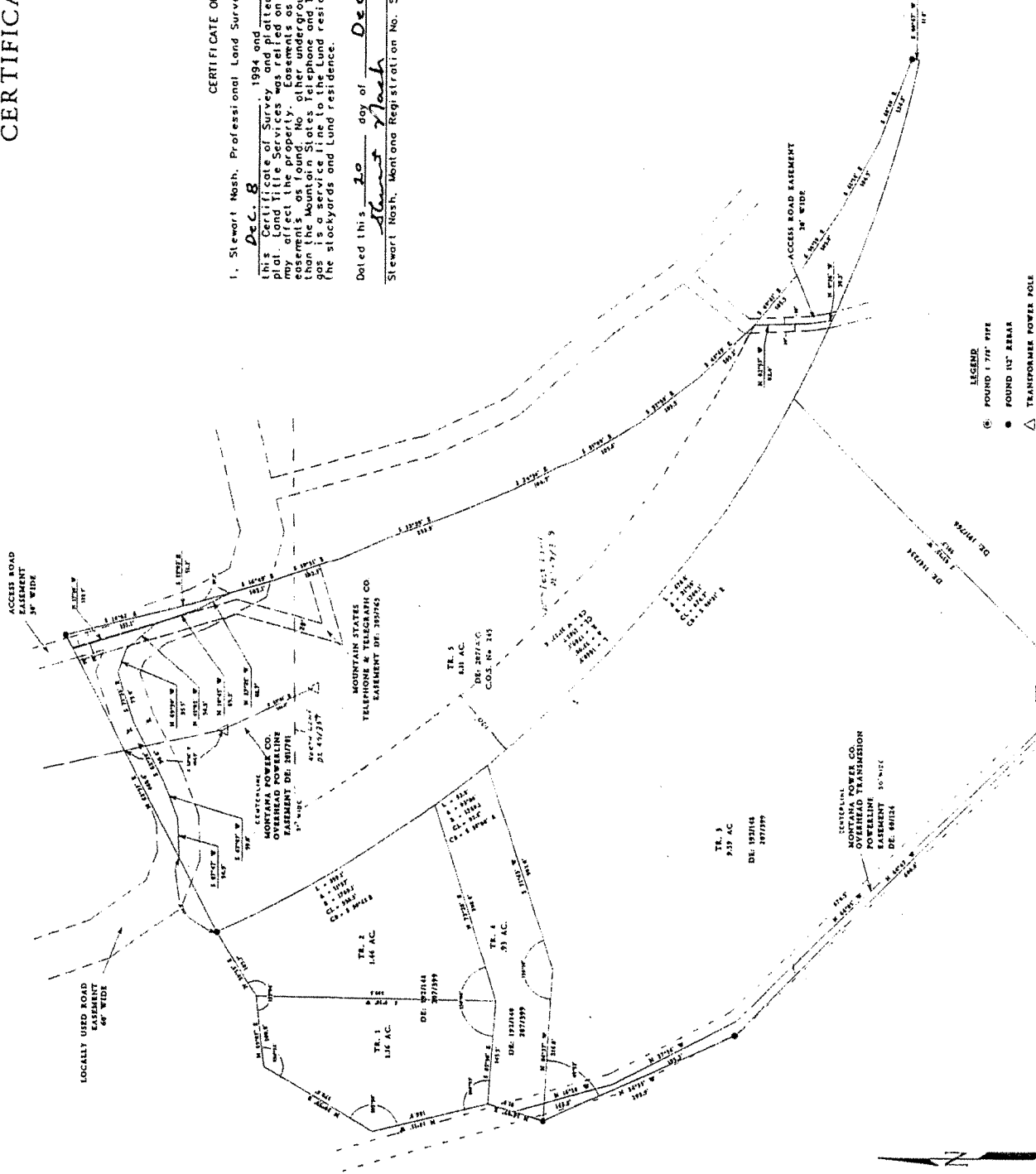
CERTIFICATE OF SURVEY

CERTIFICATE OF SURVEYOR

I, Stewart Nash, Professional Land Surveyor do hereby certify that between Dec. 8, 1994 and Dec. 30, 1994 I surveyed this Certificate of Survey, and the accompanying plat, Land Title Services was relied on regarding showing of easements as found. No other underground utilities were determined other than the Mountain States Telephone and Telegraph easement as shown. Natural features and landmarks are shown as they appeared on the day of the survey. The stockyards and land residence.

Dated this 20 day of Dec., A.D. 1994.

Stewart Nash, Montana Registration No. 52105



SCALE 1"=100'

NASH	3634	9 26
SURVEYING	17 14	18 E
LEWISTOWN, MT		

RESOLUTION NO. 4125

**A RESOLUTION OF THE LEWISTOWN CITY COMMISSION TO SUBMIT TO THE
REGISTERED ELECTORS OF THE CITY THE QUESTION OF ADOPTING A
PROPOSED ORDINANCE NO. AUTHORIZING AND REGULATING THE
KEEPING OF DOMESTIC CHICKENS WITHIN THE CITY LIMITS OF
LEWISTOWN TO BE HELD WITH THE GENERAL ELECTION ON NOVEMBER 7,
2023**

WHEREAS, a request has been made to the Lewistown City Commission that the Commission submit to the electors of the City of Lewistown the question of whether or not to authorize and regulate domestic chickens within the city limits of the City of Lewistown; and

WHEREAS, the Lewistown City Commission has discussed the options open to it in regard to allowing domesticated chickens within the City limits and requests from citizens to be allowed to have domesticated chickens; and

WHEREAS, it appears to be in the public interest to submit the question of adopting an Ordinance to allow and regulate domestic chickens within the city limits to the registered electors of the City of Lewistown; and

WHEREAS, pursuant to § 7-5-132, M.C.A., allows the City Commission to refer a proposed ordinance specifically allowing domestic chickens within the city limits and the regulations that surround allowing of domestic chickens within the city limits; and

WHEREAS, the Commission now wishes to submit the question of whether to specifically allow domestic chickens within City of Lewistown to a vote of the electors of the City to be conducted with the City General Election on November 7, 2023.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Lewistown as follows:

1. REFERENCE: The City Commission of the City of Lewistown hereby calls and directs a ballot referendum to be added to the ballots for the City General Election on November 7, 2023, for the purpose of voting on the question of whether to adopt Proposed Ordinance No. which authorizes and regulates the keeping of domestic chickens within the city limits of the City of Lewistown, Montana.
2. Form of Ballot. The question to be presented to the electors shall be in substantially the following form with an election date of November 7, 2023.

FORM OF OFFICIAL BALLOT

CITY OF LEWISTOWN, MONTANA
ELECTION ON THE ADOPTION OF ORDINANCE NO. AUTHORIZING AND
REGULATING THE KEEPING OF DOMESTIC CHICKENS WITHIN THE CITY LIMITS
OF THE CITY OF LEWISTOWN

INSTRUCTIONS TO VOTERS: Completely fill in the oval using a blue or black ink pen before the words “CHICKENS—YES” if you wish to vote for the adoption of Ordinance No. , or completely fill in the oval using a blue or black ink pen before the words “CHICKENS—NO” if you wish to vote against the adoption of Ordinance No. .

Shall the City of Lewistown, Montana adopt Ordinance No. authorizing and regulating the keeping of domestic chickens within the city limits of the City of Lewistown?

☐ CHICKENS – YES

☐ CHICKENS – NO

3. Certification. The City Clerk shall certify this Resolution to the Fergus County Elections Official as provided by law.

THIS RESOLUTION was passed and adopted by the Lewistown City Commission at a regular meeting this ____ day of _____, 2023.

KellyAnne Terry, Commission Chairman

ATTEST:

Nikki Brummond
City Clerk