

COMMITTEE OF THE WHOLE

FEBRUARY 21, 2023

6:00 PM

1. Discussion on zoning process

**NOTICE FOR, AND AGENDA FOR, A REGULAR MEETING OF THE CITY COMMISSION,
CITY OF LEWISTOWN, FEBRUARY 21, 2022 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 –February 6, 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 February 1, 2023 to February 16, 2023 for a total of \$292,244.03

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

1. Discussion and action on approving Resolution No. 4115, a resolution approving the bylaws for Tourism Business Improvement District #1. (**Action: approve, disapprove or amend Resolution No. 4115**) City Manager Holly Phelps
2. Discussion and action on the purchasing a police car for the City of Lewistown (**Action: approve, disapprove or amend purchase of a police car**)
3. Discussion and action on allowing City staff to submit the annual Certified Local Government Grant Application to the Montana State Historic Preservation Office and the authorization to enter into a grant agreement once the grant is approved (**Action: approve, disapprove or amend submitting grant application and authorization to enter into the agreement if approved**) City Manager Holly Phelps
4. Discussion and action on approving the City Manager contract for March 1, 2023 to February 28, 2026 (**Action: approve, disapprove or amend City Manager contract**) 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. 4115

**A RESOLUTION APPROVING THE AMENDED
BYLAWS FOR TOURISM BUSINESS IMPROVEMENT
DISTRICT #1**

WHEREAS, Resolution 3806 adopted by the Lewistown City Commission created Tourism Business District #1 (TBID #1) effective February 1, 2013, in order to increase tourist trips and promote and benefit the tourism and lodging industry in Lewistown; and

WHEREAS, Resolution 4112 adopted by the Lewistown City Commission expanded the district for an additional 10 years; and

WHEREAS, the TBID Board of Trustees have prepared proposed amendments to their bylaws to be used for governing the operations of the Board;

WHEREAS, the City Commission has reviewed the amended bylaws submitted by the Board and finds the same to be appropriate.

NOW, THEREFORE, BE IT RESOLVED, that the amended bylaws proposed by the TBID #1 Board of Trustees, which bylaws are attached hereto and by this reference incorporated herein in their entirety, are hereby approved.

APPROVED by the City Commission of the City of Lewistown, Montana, this 21st day of February, 2023.

Loraine Day
Vice-Chairman of the Commission

ATTEST:

Nikki Brummond, City Clerk

LEWISTOWN HOTELIER TOURISM BUSINESS IMPROVEMENT DISTRICT BYLAWS

Article I Organization

Section 1.1 Name. The name of the organization shall be the Lewistown Hotelier Tourism Business Improvement District, hereafter referred to as the "LHTBID."

Section 1.2 Mission. The mission of the LHTBID is to generate room nights for lodging facilities in the City of Lewistown, Montana and Fergus County by effectively marketing our region as a preferred travel destination.

Section 1.3 Powers. The LHTBID may engage in any activity consistent with the Lewistown City Charter, it's Articles, Montana law, City ordinances, resolutions and these Bylaws, provided that the Board of Trustees determines that the activity is in furtherance of the purposes for which the LHTBID was formed.

Section 1.4 Definitions. The following terms used herein shall have the following definitions:

- (a) "Act" means the Montana Business Improvement District Act.
- (b) "Board" means the board of trustees and of the LHTBID.
- (c) "Governing Body" means the City Commission of the City of Lewistown, Montana.
- (d) "Trustee" means a trustee of the board of trustees of the LHTBID

Article II

Board of Trustees

Section 2.1 Board of Trustees. All corporate powers shall be exercised by or under authority of, and the business and affairs of the LHTBID shall be managed under the direction of, the Board of Trustees of the LHTBID except as may be otherwise provided in the Bylaws or by law.

Section 2.2 Number. The Board of Trustees shall consist of not less than five or more than seven owners of real property subject to the jurisdiction of the LHTBID or their designees. The number of trustees of the board, once established, may be

changed within these limits from time to time by resolution of the Governing Body. A resolution to reduce board membership may not require resignation of any member prior to completion of the member's appointed term.

Section 2.3 Qualifications of Trustees. Candidates for trustee should meet the following general criteria:

- (1) owners of real property subject to the jurisdiction of the LHTBID or their designee;
- (2) Property a Trustee represents must be a lodging property open for business and collecting the LHTBID assessment at the time of appointment and while serving on the board;
- (3) committed to the well-being of the LHTBID;
- (4) respected citizen or leader;
- (5) able to work effectively as part of a group;
- (6) competent in some area of value in achieving objectives of the LHTBID;
- (7) able to maintain a commitment for the term of appointment;
- (8) a lodging property with more than 65 guest rooms may designate a second trustee as a member of the LHTBID;
- (9) a trustee cannot represent more than one lodging property at a time.

Section 2.4 Nominations. A nominating committee of the Board of the Lewistown Hotelier Tourism Improvement District as designated by the Board shall submit the name or names of nominees for Board membership to the Governing Body at any time as determined by the Board.

Section 2.5 Appointment. Five initial trustees have been appointed by the Governing Body in City of Lewistown Resolution XXXX, and future trustees shall be appointed by the Governing Body and approved by the Governing Body.

Section 2.6 Term. Each trustee will be appointed for a term of 3 years. Any vacancy that occurs will be filled for the unexpired term. A trustee shall hold office until the trustee's successor has been appointed and qualified.

Section 2.7 Absences. A trustee who misses more than one third (1/3) of the regular meetings in a calendar year without health or medical excuse, shall lose their status as a trustee and shall be replaced by the Governing Body. Such removal must be preceded by delivery of a copy of a notice of removal stating the reasons therein to such member at least ten days prior to a hearing thereon before the Governing Body, should such member request a hearing on the removal.

Section 2.8 Resignation, Removal and Vacancies. A trustee may resign at any time by delivering written notice to the Board. A trustee's resignation is effective upon delivery of the notice of resignation unless the Board authorizes otherwise. A member of the Board may be removed by the direction of the Board with the consent of the Governing Body. A vacancy on the Board shall be filled by the direction of the Board with the approval of the Governing Body.

Section 2.9 Powers and Duties. The Board shall have those powers set forth in the Act. The Board's responsibilities shall include, without limitation, (1) administration of the LHTBID, including oversight of expenditure of its funds; (2) the establishment of goals and policies for the LHTBID; (3) nomination of trustees for the LHTBID to the Governing Body; (4) appointment of an Executive Director or Contracting Agency of the LHTBID; (5) approval and implementation of projects and programs to be undertaken or administered in furtherance of the objectives of the LHTBID and the purposes of the Act; (6) compliance with the requirements of the Act, and (7) long range and strategic planning.

Section 2.10 No Compensation. Members of the Board may receive no compensation unless reimbursement is required for previously authorized expenses incurred on behalf of the LHTBID in the discharge of their official duties.

Section 2.11 Trustees in Default. Any trustee who represents a lodging property that is more than ninety (90) days in default of paying LHTBID fees to the City of Lewistown will not have a vote on board action until such time as the fees are paid to within ninety (90) days of due date. A trustee whose lodging property is more than ninety (90) days in default will not be listed in marketing projects, publications, or media until such time as LHTBID fees are paid to within ninety (90) days of due date.

Article III

Meetings of the Board

Section 3.1 Regular Board Meetings. The regular meetings of the Board shall be held at a time and location determined by the Board. Public notice of such meetings shall be provided by telephone, fax, U.S. mail, e-mail, or other communication, at least twenty-four hours before the regular meeting is to occur. Public notice of regular Board meetings shall be provided via news release, web site, newspaper advertisement or other method determined by the Board to adequately inform the community.

Section 3.2 Special Board Meetings. The Chair or any officer and one other member of the Board may call a special meeting of the Board upon at least twenty-four hours notice as provided in Section 3.1 to each member of the Board. Such notice shall state the purpose for which such special meeting is called. Public notice of such meeting shall be provided in the same manner as regular meetings.

Section 3.3 Quorum. A quorum of the Board consists of a majority of the number of trustees or officers in office immediately before the meeting begins. Trustees may be in attendance at any meeting in person or by telephone or electronic/internet connection, but any such connection shall permit any trustee not attending in person to hear all discussion concerning any item upon which action is to be taken, and shall permit all persons in attendance to hear the trustee attending by telephone.

Section 3.4 Board Action. If a quorum is present at a meeting of the Board, then the affirmative majority vote of the trustees present at the meeting shall constitute the act of the Board. If a quorum is not present, the trustees present may make a recommendation. Notification of this recommendation will be provided by e-mail, mail, or in person to those trustees absent. If no objection is made to the recommendation within the specified period, which shall be no less than 10 days, the absent trustees who do not respond will have concurred with the recommendation and board action authorized in the affirmative. Each trustee will have one (1) vote, except as noted in Section 2.11 regarding Trustees in Default.

Section 3.5 Proxy Prohibition. No proxy voting shall be permitted.

Section 3.6 Actions by Written Consent. Any action of the Board may be taken without a meeting and may be in the form of fax or email. A 2/3 majority of the voting members of the Board are required to pass a written motion. Public notice of such meeting shall be provided in the same manner as regular meetings.

Section 3.7 Committees. The Board may designate and establish such committees and task forces as it considers appropriate to carry into effect the objectives and purposes of the LHTBID. Committee chairs will be appointed by the Chair of the Board. Committee meetings or task force meetings may be called at any time by the chairperson of the committee or task force or by the Chair of the Board. At any duly called meeting of a committee or task force, those present shall constitute a quorum. Each committee and task force shall study, investigate and make recommendations to the Board on subjects within the general scope of activity assigned it by the Chair of the Board or which subsequently may be referred to it by the Chair of the Board or by the Board.

Article IV Officers

Section 4.1 Officers. There shall be a Chair, a Vice Chair, a Secretary/Treasurer and LHTBID Executive Director or Contracting Agency of the Board who shall be the officers of the LHTBID. In the absence of the Chair the Vice Chair shall act as chairman and Secretary/Treasurer shall follow. The Executive Director or Contracting Agency is a non-voting member of the Board.

Section 4.2 Election of Officers. Officers shall be elected annually by the Board at the last regular meeting of the fiscal year. Any officer may sign all official documents on behalf of the organization upon approval by the Board, and shall have such other duties as the Board may direct.

Section 4.3 Chair. The Chair shall preside at all meetings of the Board and at any other meetings of the LHTBID. The Chair shall appoint members to such committees and task forces as are created by the Board of Directors. The initial chair shall be appointed by the Governing Body, pursuant to §7-12-1122 M.C.A. The term of office of the Chair shall be for one year or until his/her successor is elected.

Section 4.4 Vice Chair. The Vice Chair shall perform the duties and exercise the powers of the Chair in the absence or disability of the Chair and shall perform any other duties as prescribed by the Board of Directors.

Section 4.5 Secretary/Treasurer: The Secretary and/or Treasurer shall keep a record of all proceedings, minutes of meetings, certificates, contracts and corporate acts of the Board and shall be responsible for oversight of the financial records of the organization. The Secretary shall forward a copy of all approved Board minutes to the Governing Body. The Board may appoint an assistant Secretary/Treasurer who need not be a member of the Board.

Section 4.6 Executive Director or Administrator. An Executive Director or Contracting Agency of the LHTBID shall be appointed by the Board. The Executive Director or Contracting Agency must be the executive director of a nonprofit convention and visitors bureau, as defined in 15-65-101, M.C.A., if a nonprofit convention and visitors bureau is operating within the Governing Body's jurisdiction. The Executive Director or Contracting Agency shall be charged with the general supervision and management of the business affairs of the LHTBID. The Executive Director or Contracting Agency shall be charged with initiating and implementing the marketing plan, budget and related projects, the general supervision over employees, including their duties and compensation in conformity with the policies approved by the Board. The Executive Director or Contracting Agency shall keep the minutes of the Board meetings, keep other records as the Board may direct, and perform such other duties as may be prescribed by the Board, these Bylaws, or by law. The Executive Director or Contracting Agency shall so manage the affairs of the LHTBID as to promote the objectives for which the LHTBID is organized.

Section 4.7 Other Officer Duties. The Board may provide such additional duties for any officer, as it deems necessary.

Section 4.8 Officer Vacancy. A vacancy in any office shall be filled by the Board at its next regular meeting for the remainder of the unexpired term.

Article V

Conflict of Interest

Section 5.1 Conflict of Interest. A conflict of interest transaction is a transaction with the LHTBID in which a trustee of the LHTBID has a direct or indirect interest. A conflict of interest transaction is not voidable or the basis for imposing liability on the interested trustee if the transaction was fair at the time it was entered into or is approved pursuant to Mont. Code Ann. §35-2-418 . However, in no event shall the interested trustee vote on the decision to enter into such transaction. Any trustee having an interest or conflict in a transaction presented to the Board for authorization, approval, or ratification shall make a prompt, full and frank disclosure of his or her interest to the Board prior to its acting on such transaction. Such disclosure shall include any relevant and material facts, known to such person, about the transaction which might reasonably be construed to be adverse to the LHTBID's interest. The Board shall thereupon determine, by majority vote, whether the disclosure shows that a conflict of interest exists or can reasonably be construed to exist. If a conflict is deemed to exist, such trustee shall not vote on, nor use his or her personal influence on, nor participate (other than to present factual information or to respond to questions) in the discussions or deliberations with respect to such contract or transaction, nor shall the trustee be counted in determining the quorum for the meeting. The minutes of the meeting will, upon request, reflect that a disclosure was made, the action taken with respect to such disclosure, and, if applicable, the abstention from voting and the presence of a quorum.

Article VI

Administrative and Financial Provisions

Section 6.1 Fiscal Year. The fiscal year of LHTBID shall be July 1 - June 30.

Section 6.2 Purchasing Policy. The Board shall establish limits on the check writing authority of trustees, officers, employees, and agents of the LHTBID.

Section 6.3 Budget and Marketing Plan. Expenditure of all income shall be allocated to meet the operating needs of the LHTBID under a budget and marketing plan prepared by the Executive Director or Contracting Agency and adopted by the Board and the Governing Authority. The Executive Director or Contracting Agency shall make a cumulative report each month to the Board on income and expenditures. The approved budget and marketing plan shall be reviewed as requested by the Board to assure that funds are being expended as allocated and to determine if any reallocation of resources is needed.

Section 6.4 Disbursements. Upon approval of the Fiscal Year Budget by the Board and the Governing Body, the Board or Executive Director or Contracting Agency is authorized to make such disbursements as necessary on accounts and expenses

provided for in that budget, without additional approval from the Board. Such disbursements may be made by claim and require any two (2) of the following signatures: Chairman; Executive Director or Contracting Agency; or any designated trustee(s). Claims shall be supported by proper requisitions, vouchers, statements, or other evidence showing the expenditure to be appropriate and authorized under the budget.

Section 6.5 Indebtedness. No loan or advance shall be made or contracted on behalf of the LHTBID, and no note, bond, or other evidence of indebtedness shall be executed or delivered in its name except in the manner provided by law and as authorized by the Board.

Section 6.6 Public Records. All financial records of the LHTBID related to assessments are public documents and shall be made available to any member of the public who wishes to see them, provided arrangements are made in advance to review said records in the office of the Governing Body during regular office hours. Approval of a majority of the Board shall be required to remove any financial record of the LHTBID from the public file.

Section 6.7 Audit. The Governing Body shall engage an independent certified public accounting firm to audit, annually, all general and special accounts of the LHTBID. The firm may be instructed to perform unannounced audits at any given period of the year for verification of accounts, in addition to the annual audit. The Board may engage an independent certified public accounting firm from time to time to audit hotel reports of occupancy to assure proper collections of assessments. All audit results should be distributed in writing on a timely basis to the Board.

Section 6.8 Use of Assessments. Assessments collected by the LHTBID shall be used for the following purposes:

- (a) The funding of all uses and projects for tourism promotion as specified in the Lewistown Hotelier TBID budget; and
- (b) The marketing of convention and trade shows that benefit local tourism and lodging businesses in Lewistown; and
- (c) The marketing of Lewistown to the travel industry in order to benefit local tourism and the lodging businesses located within the Lewistown Hotelier TBID; and
- (d) The marketing of Lewistown to recruit major sporting events in order to promote local tourism and to benefit the lodging businesses within the Lewistown Hotelier TBID.

Section 6.9 Spokesperson. Only the Chair of the Board, the Executive Director or Contracting Agency, or their designee, shall have authority to speak on behalf of, or to issue press releases for, the Board or the LHTBID.

Section 6.10 Fiscal Responsibility. The LHTBID will follow all policies and procedures of the Governing Body regarding purchasing and disbursements.

Article VII
Amendments

Section 7.1 These Bylaws may be amended or repealed, and new Bylaws adopted by the Board at any regular or special meeting of the Board by the affirmative vote of at least two-thirds (2/3) majority of the trustees.

CERTIFICATE OF ADOPTION OF BYLAWS

The undersigned hereby certifies that the above Bylaws of the **Lewistown Hotelier Tourism Business Improvement District** were duly adopted by majority vote of the Board of Directors at a duly held meeting on XXXX, and now constitute the Bylaws of the Lewistown Hotelier Tourism Business Improvement District.

PURCHASE REQUISITION FORM

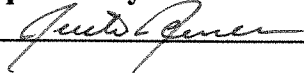
CITY OF LEWISTOWN

305 W. Watson St.
Lewistown, Mt 59457

Department: Lewistown Police Dept.

Date: 2/14/23

Requested by: Chief Justin Jenness



Account # (s) 1000-420100-944

Financial Officer Review (int) _____

Description of the goods and/or services:		
New Patrol SUV / 2023 Ford Police Interceptor		

Quoted Price

Vendor: DANA Safety Supply via DUVAL Ford	\$46,822.24	
Address: 1616 Cassat Ave, Jacksonville FL, 32210		
Phone: (904)387-6541		
Notes:		

Vendor: Snowy Mountain Motors	No Bid	
Address:	Received	
Phone:		
Notes:		

Vendor #3: Bison Ford	No Bid	
Address:	Received	
Phone:		
Notes:		

Approved Vendor: Dana Safety Supply via Duval Ford

Authorization to purchase through vendor noted above _____

City Manager

*Note- These blanks are furnished by the City Clerk.

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

Police Department

City of Lewistown

Chief of Police
Justin Jenness

305 W. Watson, Lewistown, MT 59457
Tele: (406) 535-1800 Fax: (406) 535-7407

Assistant Chief
Jon Polich

1/26/23

Request for Proposal

The City of Lewistown Police Department is requesting bids for the purchase of a new vehicle to be used for police duty. Preferably, a Ford Interceptor SUV (Police Package), or its equivalent. Vehicle must have 4-wheel drive, or all-wheel drive. Terms of the purchase are payment upon delivery.

MINIMUM SPECIFICATIONS: (If not included in a police package)

- 3.5L Eco boost Motor
- Heavy Duty suspension
- Heavy Duty alternator
- Heavy Duty battery
- Power assisted 4-wheel disk ABS brakes
- Automatic Transmission
- Four doors
- Electric Windows
- Electric door locks
- Electronic key fob
- AM/FM and Satellite radios
- Front & Rear floor mats
- Forward mounted map lights
- Engine block heater
- Air conditioning
- White Exterior Color
- Tinted windows

Proposals must include warranty coverage of no less than 3 years and 36,000 miles and information as to items covered and amount deductible. **Extended warranty options are preferred.**

Do not include Federal Excise Taxes when submitting this proposal as the City of Lewistown is exempt from this tax.

Bids must be received by Feb. 10th, 2023 and should be submitted to the attention of Justin Jenness, Chief of Police, 305 W. Watson St., Lewistown MT, 59457, or by email to jjenness@ci.lewistown.mt.us .

THE CITY OF LEWISTOWN RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AS THEY DEEM TO BE IN THEIR BEST INTEREST.

Justin Jenness

Chief of Police

Prepared for: Justin Jenness, Chief of Police, Lewistone Police Dept.

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 325



Client Proposal

Prepared by:

Kirk Fried

Office: 904-387-6541

Date: 01/23/2023



Duval Ford | 1616 Cassat Ave, Jacksonville, Florida, 322101600
Office: 904-387-6541 | Fax: 904-387-6816

Prepared for: Justin Jenness

Chief of Police, Lewistone Police Dept.

Prepared by: Kirk Fried

01/23/2023

Duval Ford | 1616 Cassat Ave Jacksonville Florida | 322101600



2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 325

Pricing Summary - Single Vehicle

MSRP*Vehicle Pricing*

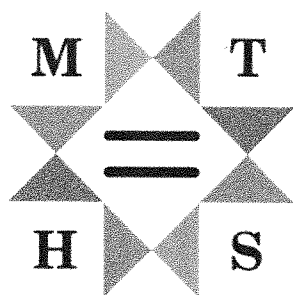
Base Vehicle Price	\$47,165.00
Options	\$3,350.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,595.00
Subtotal	\$52,110.00

Pre-Tax Adjustments

Code	Description	MSRP
Govt	Government Pricing Discount	-\$5,287.76
Total		\$46,822.24

Customer Signature_____
Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



MONTANA
HISTORICAL SOCIETY

State Historic
Preservation Office
1301 E. Lockey, PO Box 201202
Helena, MT 59620-201202

Memorandum

To: Historic Preservation Officers
From: Kate Hampton, CLG Coordinator
Date: December 27, 2021
Re: CLG Grant Application for 2022-2023

For this grant cycle, we will continue the semi-annual and final reporting/reimbursement cycle. Quarterly requests for reimbursement, not to exceed half of the total grant, can continue to be submitted, as long there is sufficient cash and in-kind match for the amount requested (\$40 of matching funds for every \$60 of grant funds). **Please remember to provide sufficient documentation to determine the allowability of the charges reimbursed, including pay stubs, invoices, donated services forms with original signatures, and other supporting documents.**

Requests to reimburse the full amount of funding can be submitted with the six-month progress report, as long as sufficient activity and match has been documented.

2022-2023 Schedule – Dates to Remember

January 5, 2023	Announcement of Funds
February 15, 2023	CLG Grant Applications Due to SHPO
Upon Receipt and Approval	SHPO Mails CLG Agreements for Signatures
March 22, 2023	Both Signed Agreements to SHPO
April 1, 2022	12-Month Funding Cycle Begins
September 30, 2023	Mid-Point of Funding Cycle
October 31, 2023	Six-Month Progress Report & Request for Reimbursement due
March 31, 2024	Funding Cycle Ends
April 30, 2024	Final Progress Report and Request for Reimbursement due

Grant for 2022-2023:

As of this writing, the US Congress has not appropriated this federal fiscal year's budget. However, we anticipate offering annual grants for the same amounts as the previous funding cycle. That means if you received \$6000 last year, you may apply for \$6000 again this year. Those who received \$2000 or less last year may apply for \$2000 or up to \$6000 - please consult with MT SHPO. However, until the US Congress has finalized the appropriation, the CLG grants are subject to increase or decrease. Enclosed you will find the annual grant application that MT SHPO offers for certified CLGs.

CLG Program Grant Application Due: Wednesday, February 15, 2023
Digital submissions preferred. Email to: khampton@mt.gov

CLG Application Notes and CLG Reminders:

1. Remember annual CLG training is required. At least one person from each CLG's preservation program must attend a SHPO-approved training between April 1, 2023 and March 31, 2024.
2. The state mileage rate is **\$0.625** per mile. The lodging reimbursement rate is **\$98.00** per night plus taxes (may vary by location, check with SHPO for rates).
3. Volunteer time reimbursement rate is **\$26.48** (unless a person is volunteering their time in an official professional capacity; then they can record their regular professional services pay rate. This rate shall not exceed the maximum daily rate of compensation in the Federal Civil Service equal to 120 percent of a GS-15, step 10 salary (According to [FederalPay.org](https://www.federalpay.org) as of January 2023, up to a **maximum \$102.33/hr.**, in place of the volunteer rate).
4. Please attach a list of the historic preservation board members, their professional discipline or citizen membership, term (year ending) and contact information (include email addresses if available). Please notify us of any changes that have occurred. If you have new board members, please send us their current resume for our record.
5. Please continue submitting your meeting minutes with your progress reports. They have been very helpful with our reporting requirements. Agendas are helpful but not necessary.
6. For CLGs that have design review responsibilities, please track the number of reviews you complete over the course of the grant period.
7. In the Scope of Work, please tie your tasks to your local government's and/or historic preservation commission's Preservation Plan. If not, please explain why.
8. Consider looking to other state and federal grants to supplement your program. Remember, the SHPO CLG grant cannot be used as federal match, or vice versa.

Annual CLG Program Funding

We anticipate 17 Montana communities enrolling in the CLG program this grant cycle. Each year, we are required by the National Park Service to pass-through at least 10% of our annual funding to CLGs. This coming year, we anticipate allocating \$88,000.00 to the CLGs. Investment in the CLG program is not only a wise use of our funds but crucial to preservation efforts in our state, and we will continue to look for opportunities to increase CLG funding.

We stress public outreach in the CLG program. Please continue your outreach programs and develop new ones to involve all ages in your community. Please also consider programs and projects that have tangible/measurable outcomes.

Please provide a copy of this correspondence to your CLG Board or Commission for their review and assistance. The application form requires a copy of your meeting minutes that confirm your application was discussed and approved by the Board/Commission.

Please verify the current Tax-ID for your organization, or the organization through which you receive your payments. (your CLG local government)

Guidelines for 2022-2023 CLG Grant Eligibility

CLG guidelines include the following:

1. CLG program grants must be matched on at least a 60/40 basis, cash and/or in-kind.
2. To qualify for the maximum 12-month funding level – \$6,000.00 – CLGs must have a Historic Preservation Officer working at least 80 hours per month. The local historic preservation program must have an established address, telephone number, and message retrieval system. (Hours may not be carried forward or back into another month.)
3. All CLGs must maintain a historic preservation commission that meets at least quarterly.
4. Maximum grant amount of \$6,000.00 can be used towards projects directly associated with the local historic preservation program. Grant expenditures on SHPO-approved, tangible/measurable projects strongly preferred. Matching funds and grant fund expenditures may also include HPO salaries. Overhead/administrative costs should not exceed 25% of the grant or matching funds. **Check with SHPO to ensure your proposed project qualifies for funding under the grant. Bricks and mortar projects must meet SOI standards, benefit a NR-listed property, and complete Section 106 and NEPA review prior to the beginning of the project.** Minimum match is \$4,000.00, and match above minimum is always greatly appreciated.
5. CLGs must submit a Six-Month Progress Report and a Final Report, including meeting minutes, and Requests for Reimbursement that meet documentation and reporting requirements and are delivered on-time.
6. Unspent CLG funds revert to SHPO. Reverting funds may jeopardize the CLG's future funding.

For more guidance on administering CLG funds in Montana, please refer to the *Montana Certified Local Government Manual*, https://mhs.mt.gov/Shpo/docs/CLG_Manual.pdf, as well as the NPS Historic Preservation Fund Grants Manual, https://dpmr.vi.gov/wp-content/uploads/2021/02/HPF_Grants-Manual-419-Pages.pdf

Components of 2022-2023 Complete Grant Application

1. Completed CLG Application form, including:
 - a. Contact information
 - b. Scope of work
 - c. Detailed budget table
 - d. Sources of revenue/funding
 - e. Signed CLG and Commission form
2. List of current CLG Commission members (including contact information, i.e. email)
3. An electronic version of the Preservation Plan. Either a link to where the plan is available on the web or via email to Kate.
4. Copy of Tax ID/Employer Identification Number, if new.

If you have any questions regarding this application, please contact us:

CLG Program Inquiries:

Kate Hampton
406-444-7742
khampton@mt.gov

Financial inquiries:

Cherese Gerhardt
406-444-7768
cherese.gerhardt@mt.gov

Certified Local Government Grant Application

**For the grant period
April 1, 2023 to March 31, 2024**

Application Deadline

February 15, 2023

**Montana State Historic Preservation Office
PO Box 201202
Helena, MT 59620-1202
(406) 444-7715**

2023-2024 GRANT APPLICATION

CERTIFIED LOCAL GOVERNMENT PROGRAM

Certified Local Government: _____ **City of Lewistown** _____

Address: _____ **305 W. Watson, Lewistown MT 59457** _____

Contact Person: _____ **Teri Gilpatrick, HPO** _____

Tax ID: _____ **81-6001284** _____

Period of Grant Request: April 1, 2023 to March 31, 2024

Scope of Work: The National Park Service asks we grant funds to CLGs for kinds and levels of work that reflect increasing sophistication, skills, and roles by the Preservation Officers, in other words, tasks that reflect improvement in community thinking. For this section, please itemize special projects, products or projects starting or completing, meetings to be attended, regular work duties, etc., and specifically, ways in which the federal grant funds will help a project or program beneficial to the growth and development of the local program. Please tie your tasks to your community's Preservation Plan. If not, please explain.

(☐ Check if Scope of Work is continued on additional pages.)

The Lewistown Historic Resources Commission (HRC) established by City Ordinance 1549 on 5-5-1986; and amended by Ordinance 1681 on 1-2-2001 meets the first Thursday of every month for two hours. The Preservation Officer attends this monthly meeting. We currently have a very engaged group of people that are working hard to continue preservation activities around our community.

The HRC continues moving forward their Living History project. With the hope that we have this available for the public by summer of 2023. We are planning to celebrate the City of Lewistown's designation as a World War II Heritage City. The City of Lewistown's History – Pictorial Book continue to sell, as of today, we have sold over 80% of the books we had printed and have begun discussing getting additional copies printed. The HRC is also working on updating our downtown walking tour to include a self-guide electronic tour. We are planning on increasing the number of properties included in the tour as well. The HRC and the City of Lewistown continue to discuss and provide information and resources for the redevelopment of several historic buildings that is occurring in the historic downtown area and are also assisting historic property owner accessing preservation grants.

New projects being planned:

- Living History Project at update to Downtown walking tour
- Building upon our WWII Heritage City designation

We continue working on;

- Expanding our historic properties inventory to include an increase of time for the period of significance.
- Researching the historic contribution of the Métis to the Lewistown area and identifying potential buildings, structures of sites to propose a nomination to the National Register of Historic Places. This may involve applying for additional potential NPS grant funding opportunity for this "Underrepresented Community".

BUDGET

4-1-2023 to 3-31-2024 Budget	Cash Amount	Cash Source	In-kind Amount	In-kind Source	Total
A. Salaries, Wages, Benefits 960 hours at \$19.84	\$8,000 \$11,046.40	F CI			\$19046.40
B. Office Rental 180 sq. ft. at \$5/month			\$10,800.00	CI	\$10,800.00
C. Equipment \$125.00/month			\$1,500.00	CI	\$1,500.00
D. Supplies & Materials Itemize major categories					
E. Postage			\$100.00	CI	\$100.00
F. Telephone & Internet			\$600.00	CI	\$600.00
G. Photocopies 500 at \$.25			\$125.00	CI	\$125.00
H. Preservation Commission Number of hours X * rate X number of members X number of meetings			150 hours at \$26.48 = \$3972.00	NP	\$3972.00

J. Travel Mileage Number of miles X \$0.625. Include funds for HPO and/or Commissioners to attend CLG annual training					
K. Travel Meals # of Meals X rate: Breakfast - \$7.50 Lunch - \$8.50 Dinner - \$14.50					
L. Lodging \$98.00 plus tax X number of nights					
M. Project (s) Expenses – fully itemized					
N. Other Expenses – fully itemized.					
M. Total Expenses	\$19,046.40		\$17,097.00		\$36,143.40

SOURCE KEY:

F-Federal

CI-City

CO-County

NP- Private/Non-Profit

* Federally approved minimum rate for volunteers is \$26.48 per hour.

SOURCES OF REVENUE/FUNDING	AMOUNT
Itemized Cash Match Source	
<u>City of Lewistown</u>	<u>\$11046.40</u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u>Total:</u>	<u>\$11,046.40</u>
Itemized In-Kind Match Source	
<u>HP Commission and Volunteers</u>	<u>\$3972.00</u>
<u>City of Lewistown</u>	<u>\$13,125.00</u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u>Total:</u>	<u>\$17,097.00</u>
Federal HPF Grant Request from SHPO	
<u>2023 – 2024 CLG</u>	<u>\$8,000.00</u>
 TOTAL REVENUE	 <u>\$36,143.40</u>

EMPLOYMENT AGREEMENT FOR THE LEWISTOWN CITY MANAGER

March 1, 2023 – February 28, 2026

THIS AGREEMENT is made and entered into and effective the 1st day of March, 2023, by and between the City of Lewistown, a municipal corporation, with offices at the City Complex, Lewistown, Montana, 59457, hereinafter referred to as “City” and Holly Phelps, Lewistown, Montana, 59457, hereinafter referred to as “Employee”.

WHEREAS, City wishes to employ the services of Employee as City Manager of the City of Lewistown, and

WHEREAS, City and Employee desire to provide for certain procedures, benefits and requirements regarding the employment of Employee by City;

WHEREAS, Employee wishes to accept employment as City Manager of the City under the terms and conditions cited herein.

W I T N E S S E T H

IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree to as follows:

1. Duties.

A. City agrees to employ Holly Phelps as the City Manager of the City of Lewistown to perform all duties as specified by the Lewistown City Charter, law, ordinances, and resolutions, and to perform such other duties as are assigned by the Lewistown City Commission. The Commission will provide Employee a job description describing the essential functions of the position. Employee warrants that the performance of such duties will be done with the highest degree of skill and judgment in accordance with accepted standards for the profession.

i. Employee may obtain outside assistance for negotiating collective bargaining agreements within budgetary limits set by the Commission.

2. Salary. The following items shall be paid to the Employee and shall be considered part of the Employee’s salary.

A. Base Salary: The annual base salary of Employee shall be one hundred one thousand, four hundred, eighty two dollars (\$101,482.00), which salary shall be for Employee's duties as City Manager. Longevity pay will be paid in a manner consistent with City department head positions. If a base salary value is used, the longevity base utilized for the City Manager will not be at a ratio less than the lowest ratio utilized for a department head on June 30th of the previous contract year. On July 1st of each year the employee's base salary shall increase by the percent of change in the CPI-U during the previous calendar year as calculated by the U.S. Department of Labor, Bureau of Labor and Statistics. In the event that the CPI-U is lower than 1%, the minimum increases will be 1%. In the event the CPI-U is higher than 7 %, the maximum increases will be capped at 7%.

B. Vehicle Consideration. The City shall provide an appropriate city vehicle or additional salary in an amount not to exceed \$600.00 per month, for the duration of this contract. Employee may submit a claim for expenses for out-of-town travel on city related business in accordance with City Policies.

C. Cell Phone Consideration. The City shall pay Employee additional salary up to \$100.00 per month, for the duration of this contract for Employee's use/purchase of a cell phone. Employee shall utilize such phone for city business but may also utilize the same for personal use. Employee shall be responsible for any charges in excess of the \$100.00 consideration per month.

3. Term of Employment.

A. Employee's term of employment shall continue through February 28, 2026. Ninety days prior to the end of the term of this agreement the parties may enter into negotiations for an additional term subject to such modifications as may be agreed to by the parties.

B. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City Commission to terminate the services of Employee as City Manager at any time and for any reason, either for the City's convenience or for the default of Employee, subject only to the provisions set forth in Sections 4 and 15 of this Agreement.

C. Nothing in this Agreement shall prevent, limit or, otherwise interfere with the right of Employee to resign at any time from the position as City Manager with the City, subject only to the provisions set forth in Section 5 of this Agreement.

4. Severing of City Manager Relationship by City.

The City may sever the employment relationship with Employee as City Manager at any time by giving written notice of such severance to Employee at either their home or work address by certified or registered mail, return receipt requested.

5. Severing of Employment Relationship by Employee.

Employee may sever the employment relationship with the City by providing an advance thirty (30) day written notice of such severance to the City by certified or registered mail, return receipt requested. However, if Employee severs the employment relationship, Employee is not entitled to any severance pay as set forth in paragraph 15.

6. Performance Reviews.

The City shall conduct formal reviews of Employee's performance at least annually. At least once each year the City Manager shall meet with the City Commission to discuss and identify goals to be accomplished for the upcoming year.

7. Retirement Benefits.

Employee shall be enrolled in the Montana Public Employees Retirement System in methods prescribed by law. If the City Manager chooses to waive the MPERS membership as allowed by Montana law, the city will provide the same amount of contribution to a legally approved retirement option.

8. Insurance Coverage.

The City shall provide group medical-surgical hospital insurance for Employee in the same manner as provided to city department heads.

9. Vacation and Sick Leave.

Employee shall continue to accrue vacation and sick leave in accordance with city policies and procedures.

10. Hours of Work.

It is recognized that the Employee must devote time outside the normal office hours on business for the City, and to that end Employee shall be

allowed to establish an appropriate work schedule.

11. Moving Allowance.

Employee shall not receive a moving allowance.

12. Temporary Lodging Allowance.

The Employee shall not receive a temporary lodging allowance.

13. Meetings, Conferences, Training, and Education.

A. The City shall pay Employee's membership dues and attendance at annual conferences for the following associations:

- i. International City Manager's Association.
- ii. Montana League of Cities and Towns.
- iii. Great Open Spaces City Management Association.

B. Employee shall be responsible for any routine meal expenses attendant to his duties as city manager within a three-mile radius of the city. For meals outside this area, special functions, or other city related expenses required as part of duties as city manager, Employee shall be entitled to reimbursement for per diem upon filing a proper claim.

14. Performance.

A. Employee shall be subject to the same standards of behavior as any city employee in accordance with current city policies. The city commission shall have sole authority to impose any discipline on the Employee. Any discipline shall be imposed in accordance with current city policies.

B. Any complaints concerning Employee shall be forwarded to the chairman of the commission who shall document such complaint and ensure a copy of such complaint is provided to the manager and each commission member. The chairman shall be responsible for keeping a file of any such complaints in a form and manner as approved by the commission. Any complaints concerning Employee shall be addressed at performance review sessions conducted for Employee. Upon affirmative vote of the commission, issues deemed serious may be addressed at a regular commission meeting or special meeting called for that purpose.

15. Severance

I. If Employee is deceased or is terminated for Just Cause, no severance payment shall be due however, Employee shall receive compensation for all benefits accrued as of the date of termination. Just Cause includes, but is not limited to the following:

- A. Conviction of a felony;
- B. Violation of any term of this agreement;
- C. Violation of City policy regarding drugs and alcohol;
- D. Any willful, knowing, grossly negligent or negligent misapplication or misuse, direct or indirect, of public funds or other funds or property, real, personal, or mixed, owned by or entrusted to the City.

II. If Employee is terminated for a reason other than Just Cause, the severance package will be as follows:

A. Severance Pay: Severance is equal to six (6) months' base salary. This severance shall be paid in a lump sum unless otherwise agreed to by the City and Employee. Severance pay shall be reported as income.

B. Leave Payouts: Employee shall be compensated for all accrued and unused leave as per City Policy.

C. Health Insurance Contribution: Employee shall be allowed to pay for continued health insurance as permitted by federal law.

16. Residency Required. Employee is required to reside within the city limits of the City of Lewistown during the term of employment.

17. Review of Agreement.

This Agreement supersedes any prior agreements between the parties. The Employment Agreement shall be reviewed by the parties at the end of one year. No changes, amendments or modifications of any to the terms and conditions hereof shall be valid unless reduced to writing.

18. Indemnification.

A. In any non-criminal action brought against the Employee for a negligent act, error or omission, including alleged violations of civil rights pursuant to 42 U.S.C. 1983 or other actionable conduct of the employee committed while acting within the course and scope of the Employee's employment, the City shall defend, save harmless and indemnify Employee.

B. In any non-criminal action with which the Employee is a party defendant, the Employee shall be indemnified by the City for any money judgments or legal expenses, including attorney fees incurred by the Employee or awarded to the claimant, or both, to which the Employee may be subject as a result of the suit unless the Employee's conduct constitutes an intentional tort, oppression, fraud or malice or:

- i. does not arise out of the course and scope of Employee's duties; or
- ii. constitutes a criminal offense; or
- iii. Employee compromised or settled the claim without the consent of the City; or
- iv. Employee failed or refused to cooperate reasonably in the defense of the case.

19. Applicable Law.

This Agreement shall be governed in all respects by the Charter of the City of Lewistown and the laws of the State of Montana. Venue for any action taken under this agreement shall be Fergus County, Montana.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, in duplicate, the day and year first above written.

THE CITY OF LEWISTOWN

KellyAnne Terry, Chairman of the Commission

ATTEST:

Nikki Brummond, City Clerk

EMPLOYEE

City Manager