COMMITTEE OF THE WHOLE

NOVEMBER 2, 2026

6:00 PM

1. Presentation by Snowy Mountain Development Corperation

NOTICE FOR, AND AGENDA FOR, A REGULAR MEETING OF THE CITY COMMISSION, CITY OF LEWISTOWN, NOVEMBER 2, 2026 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/84862759 25?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 – October 19, 2026
COURTESIES
PROCLAMATION
BOARD AND COMMISSION REPORTS
CITY MANAGER REPORT
PUBLIC COMMENT – non-agenda items

CONSENT AGENDA

Acknowledgment of the claims that have been paid from October 15, 2026, to October 31, 2026, in the amount of $

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

1. Discussion and action on approving Resolution No. 4242, a resolution approving an application from W. Randall Hafer, for TIF funds made to the Lewistown Tax Increment Advisory Committee (**Action: approve, disapprove or amend Resolution No. 4242**) City Manager Holly Phelps

2. Discussion and action approving the 2026-2029 Police Department bargaining agreement (**Action: approve, disapprove or amend the 2026-2029 bargaining agreement**) City Manager Holly Phelps

3. Discussion and action approving an Memorandum of Understanding (MOU) between the City of Lewistown and Fergus County regarding the maintenance of public bridges and culverts within the City of Lewistown (**Action: approve, disapprove or amend the** MOU between the City of Lewistown and Fergus County regarding the maintenance of public bridges and culverts) City Manager Holly Phelps

4. Discussion and action authorizing the City Manager to sign a letter of engagement letter with Brent Brooks, Axilon Law for interim prosecution services for the City of Lewistown (**Action: approve, disapprove or amend allowing the City Manager to sign the engagement letter with Brent Brooks**) City Manager Holly Phelps

CITZEN'S REQUESTS

COMMISSION'S REQUEST

ADJOURNMENT

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

RESOLUTION NO. 4242

A RESOLUTION APPROVING AN APPLICATION FROM FROM W. RANDALL ("RANDY") HAFER., DBA BROADWAY APARTMENTS DEVELOPMENT VENTURES, LP FOR TIF FUNDS MADE TO THE LEWISTOWN TAX INCREMENT ADVISORY COMMITTEE

WHEREAS, the Lewistown City Commission has adopted Ordinance No. 1748 – An Ordinance establishing the Lewistown Urban Renewal Area, creating the Lewistown Urban Renewal District and adopting the Lewistown Urban Renewal District Plan; and

WHEREAS, by Resolution number 4213 the City amend the current advisory board created by Resolution Nos. 3903 and 3923 in accordance with the requirements set forth in SB3, and to redesignate the Lewistown Tax Increment Financing Board as the "Lewistown Tax Increment Advisory Committee"; and

WHEREAS, the Commission appointed a Lewistown Tax Increment Advisory Committee (hereafter, the "TIF Committee") to manage the Lewistown Urban Renewal District created by Ordinance 1748; and,

WHEREAS, the TIF Committee oversees the operation of the Lewistown Urban Renewal District, including public purpose activities; promotional activities; façade building conservation and loan programs; and administrative functions; and,

WHEREAS, the TIF Committee exercises those powers authorized by law as specified in Resolution 3923 and Resolution 4213; and,

WHEREAS, the TIF Committee has developed the Lewistown TIF District (LTD) Program whereby qualified applicants may apply for TIF District Program Funds for assistance in redevelopment or rehabilitation of properties within the Urban Renewal District; and,

WHEREAS, through its LTD Program the TIF Committee has receives applications for TIF District Program Funds, has reviews the same and, recommends approval of applicants for those funds; and,

WHEREAS, the City Commission has retained final budgetary authority for TIF program activities.

NOW, THEREFORE, BE IT RESOLVED, that the Lewistown City Commission hereby approves the following applications for TIF District Program Funds as recommended by the TIF Committee:

1. W, Randall Hafer DBA Broadway Apartments Development Venture, LP, eligible work includes façade and concrete repairs and improvements, ADA accessible, utility upgrades and fire suppression, 204 6th Avenue N., a $104,000 grant.

BE IT FURTHER RESOLVED, that prior to disbursement of any TIF funds, all applicants shall enter into such Development Agreements as established and approved by the TIF Committee. All documentation must be provided prior to reimbursement of funds for the project and required match must be met.

PASSED AND APPROVED on this 2nd day of November, 2026.

_____
Loraine Day, Chairman
Lewistown City Commission

Attest:

_____
Nikki Brummond
City Financial Officer/Clerk

Lewistown TIF/TED District Special Board Meeting
Monday, October 26th, 2026, 8:30 a.m.
SMDC Conference Room
202 4th Ave S., Lewistown, MT

Board & City Attendance (BY ZOOM): Dave Byerly, Mike Chapman, Scot Solberg, Holly Phelps
Excused: Tim Robertson, Megan Bartel
In Person: Carson Sweeney, Allison Monnier
SMDC Staff: Abby Byerly, Deanna Langman
Guests: Randy Hafer, Virginia Due,
AI Notetakers:

Call to order: D. Byerly called the meeting to order at 8:30 a.m

Minutes: No minutes were reviewed.

Financials: No financials were reviewed.

Public Input: No public input.

New Business:

- ☐ **Broadway Apartments Application:** A. Byerly provided context as to why this special meeting was taking place, in order to get a decision on this application that aligns with their Montana Board of Housing deadline of October 30. Randy Hafer and his team were encouraged by the TIF administration to fill out the traditional grant application and include TIF eligible line items in the budget equaling their $104,000 cost share needed to fulfill their rigid debt service coverage ratios required by the other lenders in their complex capital stack. This approach sticks with the traditional approach this advisory board is used to when considering potential grant funds and eliminates the complex reimbursement request that reached beyond the district's sunset. Randy Hafer gave the board a short overview of the request and the current stage of the project financing, stating that this TIF decision and finalizing the construction lender are the two pieces they still need to get in place. He provided that he would likely know by the end of November on the construction lender and they are currently working with the Montana Board of Housing on an extension that would allow for that. He added that getting the TIF grant funding in place would allow their pro forma to show that the debt service coverage ratio has been reached. There was strong support from the advisory board that this project is necessary to fill a housing need in Lewistown and that they recognize it is a great project navigating some tough struggles. There was appreciation for his intention to restore a historic building rather than tear it down and build new. City Manager Holly Phelps added that she sees no issues with the application and identified that there were plenty of eligible costs included in the budget. Overall, the advisory board felt that this is exactly the type of project that TIF districts were created for and that this building is a definitive example of blight.
  Mike Chapman **moved to approve the application request for $104,000,** Carson Sweeney **amended the motion to include the requirement of an 18-month period showing active construction or the funds would be withdrawn in order to make them available for allocation elsewhere.** Mike Chapman **approved the motion amendment,** seconded by Carson Sweeney. **Motion passed unanimously.** No further discussion.

ANNOUNCEMENTS: Chair D. Byerly encouraged the board to look over the email sent last week asking for participation in the upcoming outreach meetings and asked that some of the board members consider attending the City Commission meeting on Monday, November 2nd when this application would be reviewed.

Next Meeting – Tuesday, November 10th, 8 am

Adjourned: Meeting adjourned at 8:50 am. Minutes prepared by Abby Byerly, SMDC.

City of Lewistown
Application
Tax Increment Financing District (TIF)

Project Name: Broadway Apartments **Date Submitted:** 10/20/2026

A) Applicant Information:

Name: W. Randall Hafer

Address: P.O. Box 2203

City/ST/Zip: Billings, MT 59103

Telephone Number(s): (406) 896-0250

Email: rhafer@highplainsarchitects.com

If the applicant is not an individual doing business under his/her own name, the applicant has the status indicated below and is organized or operating under the laws of:

A Corporation

A nonprofit or charitable institution or corporation

X A partnership known as Broadway Apartments Development Venture, LP

Other (explain)_____

B) Project Information:

Building Address: 204 6th Avenue North, Lewistown, MT 59457

Legal Description: STAFFORD ADD (LEWISTOWN), S15, T15 N, R18 E, BLOCK 011, Lot 011 - 012, ELY 20' of Lot 010

Lot & Block Location: on the northwest corner of 6th Avenue North and West Broadway Street

Existing/Proposed Business: Proposed Business: 18-Unit Multi-Family Apartment Building

Business Description:

Broadway Apartments will be an 18-unit residential building in Lewistown, Montana. It will provide ritical workforce housing, and pursue LEED Platinum certification, which will decrease the building's long-term maintenance and utilities – allowing us to provide rent and utilities at a lower cost to tenants.

In addition, Broadway Apartments is listed on the National Register of Historic Places and its capital stack benefits from federal and state historic tax credits. It has been approved for restoration and historic tax credits by the State Historic Preservation Office and the National Parks Service.

City of Lewistown
Application
Tax Increment Financing District (TIF)

Property Ownership:

Do you own the property or are you currently purchasing it? Y . N

Property Owner (If property is not owned by Applicant, list leasehold interests)

Name of Owner(s): Broadway Apartments Development Venture, LP

Address: P.O. Box 2203

City/ST/Zip: Billings, MT 59103

Telephone Number(s): (406) 896-0250

Email: rhafer@highplainsarchitects.com

Property Owner Signature: _____

Project Architectural Firm: High Plains Architects, PC

Address: 2720 Minnesota Ave

City/ST/Zip: Billings, MT 591010

Telephone Number(s): (406) 896-2580

Email: khancock@highplainsarchitects.com

Project Contractor(s): T.W. Ridley, General Contractor

Address: 609 Charles Street

City/ST/Zip: Billings, MT 59101

Telephone Number(s): (406) 545-0826

Email: sridley@twridley.com

Project Financial Lending Institution: MT Board of Housing, through MT Department of Commerce

Address: 301 S Park Ave

City/ST/Zip: Helena, MT 59601

Telephone Number(s): (406) 841-2845

Email: jason.hanson@mt.gov

Job Creation: Will there be any new permanent or part-time jobs created as a result of this project excluding construction jobs associated with the development of the project? If so, how many? 1.5 FTE

City of Lewistown
Application
Tax Increment Financing District (TIF)

Project Completion: What is the expected completion date of the project?

Winter 2027 or spring 2028

Property Taxes:

How much are the annual property taxes including any improvements? $30,500 (anticipated)

Are the taxes current? yes

Do you intend to apply for tax abatement? no

Has tax abatement been awarded on the property prior to your ownership? no

Project Financing: Briefly describe how the project will be financed:

The project has permanent financing through Montana Board of Housing's GO Housing Multi-Family Housing lending program (senior debt, first position), as well as through NeighborWorks Montana (mezzanine debt, second position).

Description of Project: Please provide a full written description of your project, including type of use, square footage, number of stories, number of parking spaces, general building materials, etc. (Attach to application)

Project Renderings: Please submit design schematic and/or site and landscaping plans for the project. (Attach to application)

City of Lewistown
Application
Tax Increment Financing District (TIF)

Eligible Improvements Cost Worksheet Under TIF Program

List eligible items that pertain to the project that falls under TIF Program Policies (list beginning on page 1). If in doubt about an item's eligibility, include it, the board will review items and help determine eligibility. Please include formal contractor bids to establish costs. *There is no guarantee that additional costs beyond what is listed here will be covered.*

1.	Hazardous materials abatement, including new roof	$ 167,097
2.	Remediation (building)	$ 62,652
3.	Concrete - Demolish & replace sidewalks, exterior stairs, ADA ramp, etc	$ 217,000 *
4.	Concrete - Foundation repair	$ 38,238
5.	Steel - new exit stairs, etc	$ 56,250
6.	Fire suppression / plumbing	$ 712,400
7.	HVAC / electrical	$ 1,050,103
8.	Insulation	$ 59,709
9.	Other construction costs	$ 2,712,969
10.	Subtotal Construction Costs	$ 5,076,898
11.	Building permit	$ 8,000
12.	Professional fees	$ 883,721
13.	Other Soft Costs	$ 747,000
14.	~~Permitting Fees~~ Subtotal Soft Costs	$ 1,638,721
15.	~~Other Fees~~ Total Project Costs	$ 6,970,697
	Total Lewistown TIF District Program Request	$ 104,000

TIF District Program Award (*to be filled out by TIF Administrator*) $ 104,000

To the best of my knowledge and belief, the information provided in this application and in the attached documents is true and correct. The signature attests to my having read, understand and agree to all terms in the Lewistown Tax Increment Financing District Investment Plan.

Signature of Applicant: W. Randall Hafer, General Partner BADV, LP

Date: 10/20/26

Signature of TIF Board Chair: _____

Date: _____

BROADWAY APARTMENTS

TW Ridley LLC

SCHEDULE OF VALUES

Date: REVISED 8.26.25 PER MEETING WITH RANDY HAFER

Spec. Section	Description	Subcontractor Name	Total
01000	GENERAL CONDITIONS		$ 262,139.00
	SUPERINTENDENT (INCL BURDEN & TRUCK)	-	
	FUEL	-	
	FOREMAN	-	
	OFFICE TRAILER (mob / demob)	-	
	SUBSISTENCE	-	
	OFFICE SUPPLIES	-	
	INTERNET / CELL PHONE	-	
	TOOL CONTAINER (move off-site)	-	
	SMALL TOOLS/CONSUMABLES	-	
	TEMP POWER DISTRIBUTION	OWNER	
	MONTHLY POWER CHARGES	OWNER	
	WATER	OWNER	
	TEMP FENCE	-	
	TOILETS	-	
	SAFETY	-	
	PROJECT SIGN / SIGNAGE	-	
	DUMP FEES	-	
	PROGRESS CLEANING	-	
	WINTER CONDITIONS (ALLOWANCE) - MOVED TO CONTINGENCY	-	
	FORK LIFT / BOBCAT FUEL	-	
>>>>>>	FINAL CLEANING	SUB	
	FINAL CLEANING	-	
	EXTERIOR GLASS CLEANING	-	
>>>>>>	SPECIAL TESTING	OWNER	
>>>>>>	PLAN REVIEW FEE	OWNER	
>>>>>>	BUILDING PERMIT FEE	OWNER	
>>>>>>	CONNECTION FEE - WATER	OWNER	
>>>>>>	CONNECTION FEE - SEWER	OWNER	
>>>>>>	CONNECTION FEE - GAS	OWNER	
>>>>>>	CONNECTION FEE - ELECTRICAL	OWNER	
>>>>>>	SURVEYING	EXCLUDE	
DIV 2	STRUCTURAL DEMO / SITE WORK	-	$ -
>>>>>>	ABATEMENT	OWNER	$ -
>>>>>>	DEMOLITION	-	$ 62,652.00
	SELECT DEMO OF CONCRETE STAIRWELL WALL FOR REPAIR	-	
	CAREFULLY REMOVE METAL AWNING AND SUPPORTS	-	
	DEMO FRAMING - FRAMING ONLY	-	
	2ND FLOOR DEMO FRAMING - FRAMING ONLY	-	
	3RD FLOOR DEMO FRAMING - FRAMING ONLY	-	
	2ND FLOOR - DEMO / RETAIN DOORS	-	
	DEMO RAILING ON 2ND FLOOR BALCONY	-	
	DEMO RAILING ON 3RD FLOOR BALCONY	-	
	ROOF - DEMO PEDIMENT / PARAPET BRACING / PATCH ROOF	-	
	ROOF - DEMO ROOF/SHEETING FOR NEW OPENING	-	
	1ST FLOOR - DEMO / RETAIN DOORS	-	
	EXTERIOR - DEMO PLYWOOD COVERING OVER WINDOW - SCISSOR LIFT	-	
	EXTERIOR - RMV / SALVAGE SIDING, OSB AND 2X WALL - SCISSOR LIFT	-	
	ROOF - DEMO PEDIMENT / PARAPET BRACING / PATCH ROOF	-	
	CRAWL SPACE - DEMO RUBBLE WALL	-	
	CRAWL SPACE - JACK SUPPORTS	-	
	CRAWL SPACE - 4 X 4 POST FOR JACK SUPPORTS	-	
	MISC FLOOR DEMO FOR ACCESS TO CRAWL SPACE	-	
	REINSTALL FLOOR SYSTEM	-	
		-	
		-	
>>>>>>	SITE DEMO	SUB	$ 217,000.00
	DEMO HARDSCAPE	-	

	DEMO FRONT STAIRS - CAREFULLY	-		
	RELOCATE STOP SIGN	-		
	DEMO SIDEWALK	-		
		-		
>>>>>>	SITE WORK	-		
	BIKE RACKS	-	$	5,205.00
	TRENCH GRATE AT SITE CONCRETE	-		
	TRANSFORMER PAD	-	$	1,120.00
	ADA RAMP AT SIDEWALK	-		
	PAVEMENT MARKINGS	-		
	NEW CONCRETE ENTRY STAIRS	-		
		-		
>>>>>>	GEOTHERMAL WELLS	-	$	71,179.00
	HAUL OFF SPOILS	-		
	REGRADING OF SITE	-		
		-		
		-		
>>>>>>>	CHAIN LINK FENCE	OWNER		
		-		
		-		
>>>>>>>	LANDSCAPING	OWNER		
		-		
DIV 3	CONCRETE	-	$	-
>>>>>>	CONCRETE REINFORCEMENT	-	W/BELOW	
>>>>>>>	CONCRETE	-	$	38,238.00
	CONCRETE / MASONRY REPAIR ON PARAPET	-		
	VERIFY EXISTING FOOTING CONDITIONS	-		
	CONCRETE FOUNDATION REPAIR	-		
	NEW CONCRETE PADS - HAND EXCAVATE	-		
	NEW CONCRETE PIER AROUND EXISTING COLUMN	-		
	5/8 X 12' THREADED ROD INSTALLED INTO EXISTING COLUMN	-		
	20" DIAMETER CONC PIER FOR STAIRS	-		
	STRUCTURAL FILL IN MECH CRAWL SPACE - REMOVED	-		
	CONCRETE FOOTING IN CRAWL SPACE - HAND EXCAVATE - REMOVED	-		
	REBAR	-		
		-		
DIV 4	MASONRY	-	$	-
>>>>>>>	MASONRY - MOVED TO CONTINGENCY	-		
>>>>>>	PARGE COAT	-		
		-		
DIV 5	STEEL	-	$	-
>>>>>>>	STEEL SUPPLY	-	W/BELOW	
>>>>>>	STEEL INSTALL	-	$	56,230.00
	FRONT ENTRY CORNICE / DENTAL WORK	-		
		-		
	STAIR WELL RAILING - GUARDRAIL	-		
	ENTRY HANDRAIL AT NEW STAIRS	-		
	NEW EGRESS STAIR / RAILING	-		
	NEW W BEAM IN CRAWL SPACE MECH ROOM	-		
	EMBED W BEAM INTO EXISTING STONE FDN	-		
	8X4X1X6" ANGLE	-		
	1/2" EPOXY ANCHORS FOR EMBED	-		
	3 X X X3/8 ANGLE AT PEDIMENT	-		
	6 X 6 X 1/4 ANGLE VERT X 5' LONG	-		
	4 X 4 X 3/8 ANGLE VERT X 2'-4" LONG	-		
	6 X 6 X 1/4 STEEL PLATE WITH 1/2" AB THROUGH EIXSITNG MASONRY - REMOVED	-		
	6 X 6 X 1/4 STEEL PLATE WITH 1/2" AB THROUGH EIXSITNG MASONRY - REMOVED	-		
		-		
DIV 6	CARPENTRY	-	$	-
>>>>>>>	ROUGH CARPENTRY	-	$	251,032.00
	CRAWL SPACE	-		
	4' NAIL BASE - CHANGED TO BATT AND VAPOR BARRIER	-		
	FLUID APPLIED AIR BARRIER - REMOVED WITH VAPOR BARRIER ABOVE	-		

2 X 8 PT PLATE - REMOVED KEEP SHORING POSTS / 4 X 4S -
2 X 8 PT TOP PLATE -
2 X 8 PT STUDS -
SHEETING -
2 X 6 PT PLATE -
2 X 6 PT TOP PLATE -
2 X 6 PT STUDS -
SHEETING -
2 X12 BLOCKING -
2 X STUD WALL -
-
4" NAIL BASE -
FLUID APPLIED AIR BARRIER -
-
B1 - 2 X 4 WALL, 5/8 BOTH SIDES -
2 X 4 PLATE -
2 X 4 TOP PLATE -
2 X 4 STUDS -
B2 WALL - 2 X 6, 5/8 BOTH SIDES -
2 X 6 PLATE -
2 X 6 TOP PLATE -
2 X 6 STUDS -
B3 WALL - 2 X 6 WITH 3 LAYERS GYP, RC CHANNEL -
2 X 6 PLATE -
2 X 6 TOP PLATE -
2 X 6 STUDS -
B4 - SHAFT WALL -
SHAFT WALL -
B6 - 2X 6 WITH 3 LAYERS GYP AND RC CHANNEL -
2 X 6 PLATE -
2 X 6 TOP PLATE -
2 X 6 STUDS -
A6 - 2 X 4, TYVEK, SHEETING , HORIZONTAL STUDS -
2 X 4 PLATE -
2 X 4 TOP PLATE -
2 X 4 STUDS -
SHEETING -
TYVEK -
HORIZONTAL STUDS -
A8 -2 X4, 2" EPS INSUL, EXT GYP, TPO FLASHING, SHAFT WALL -
2 X 4 PLATE -
2 X 4 TOP PLATE -
2 X 4 STUDS -
EXT GYP -
2" EPS INSULATION -
SHAFT WALL -
-
2 X 10 AT SKYLIGHTS -
1 1/2 X 16 LVL AT SKYLIGHTS -
2 X 12 - SKYLIGHTS -
NAIL BASE AT SKYLIGHTS -
4" NAIL BASE AT ATTIC -
2 X CLEATS AT ROOF CURBS -
1ST FLOOR - FLOOR SHEETING REPLACEMENT -
1ST FLOOR - JOIST SISTER / REPLACE -
2ND FLOOR - 2 X 12 JOIST SISTER -
2ND FLOOR - 2 X 12 HEADER -
3RD FLOOR - 2 X 12 HEADER -
3RD FLOOR - 2 X 12 JOISTS SISTER -
3RD FLOOR - REPLACE DAMAGED JOISTS -
3RD FLOOR - FLOOR SHEETING -
ROOF - 2 X 10 JOISTS SISTERED -

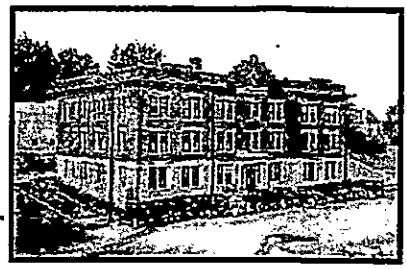
	ROOF - 2 X 12 BLOCKING AT PEDIMENT REINFORCEMENT	-			
	ROOF - 2 X 10 HEADER	-			
	ROOF - INFILL SHEETING AT EXISTING ROOF HATCH	-			
	1ST FLOOR - NEW JOIST INFILL FRAMING	-			
	SIMPSON LTT19	-			
	ROUTER 3RD FLOOR FLOOR FOR LTT19 - REMOVED	-			
	SIMPSON LUS 210	-			
	2 X CEILING FRAMING	-			
		-			
	FASTENERS	-			
	MATERIAL WASTE	-			
	PROFIT ON LABOR	-			
	SAFETY RAILING AROUND ROOF PERIMETER	-			
		-			
		-			
>>>>>>>	FINISH CARPENTRY	-		$	141,541.00
	NEW WOOD HANDRAIL	-			
	NEW BALLUSTERS AND TOP RAIL - BALLUSTERS AT 4" OC	-			
	NEW NEWELL POST	-			
	NEW BEAD BOARD WAINSCOT	-			
	TREAD TRACTION STRIPS X 6	-			
	CLOSET SHELVING / ROD	-			
	6" WOOD BASE	-			
	10" WOOD BASE	-			
	1/2" CORIAN WALLS AT SHOWERS - SUPPLY AND INSTALL BY OWNER				
	BEAD BOARD	-			
	SOLID SURFACE SHOWER BASES - SUPPLY AND INSTALL BY OWNER				
	CABINETS AND INSTALL BY OWNER - ?????	OWNER			
	DOOR CASING	-			
	WINDOW SILL / JAMB / HEAD EXTENSION	-			
		-			
	1/2" OSB IN PLACE OF FRP IN MECH ROOMS	-		$	5,899.00
		-			
		-			
>>>>>>>	TRAVEL TIME	-			
>>>>>>>	PER DIEM	-			
>>>>>>>	FUEL	-			
DIV 7	THERAML / MOISTURE	-		$	-
>>>>>>	DAMPPROOFING	-		$	8,438.00
		-			
>>>>>>>	MISC ROOF ITEMS	-		$	15,774.00
	ROOF TURBIN VENTS - NEED ROOF PATCH AND A CURB	-			
	ROOF HATCH	-			
	FLASHING AT ROOF CURBS	-			
	REAPIR / REPLACE CORNICE CAP - PREP / PAINT	-			
	NEW SCUPPER / GUTTER / DOWNSPOUT	-			
	PATCH ROOF AT NEW CURBS / VENTS	-			
		-			
		-			
>>>>>>>	SIDING	-		$	22,400.00
>>>>>>	>>>>>> AEROSEAL - ALLOWANCE				47,000.00 $
>>>>>>	INSULATION / MISC	-			
	PHASE CHANGE MATERIAL - IN CONTINGENCY	-		$	59,709.00
	4" FOIL FACED EPS CEILING OF CRAWL SPACE	-			
	CHANGE ABOVE TO VAPOR BARRIER ON GROUND AND 4" BATT ROLLED OUT	-		$	12,296.00
		-			
		-			
		-			
DIV 8	DOORS / WINDOWS	-		$	-

>>>>>>>	DOORS / FRAMES / HWR	[redacted]	$	127,477.00
>>>>>>>	WINDOWS			SEE BELOW
>>>>>>	SKYLIGHTS		$	10,528.00
>>>>>>	GLAZING		$	47,493.00
	DOORS / FRAMES / HWR - 87 - 30 THAT ARE ON SITE	-		
	FLOOR ACCESS DOOR	-		
	FIRE RATED GLAZING AT LIGHT WELL	SUB		
	TYPE E WINDOW - STEEL FRAME, WD TRIM, JAMB EXTEN 16 LF X 2 PER EA - CHANGE TO HM FRAME WITH FIRE GLASS	-	$	11,610.00
	TYPE E1 WINDOW - STEEL FRAME, WD TRIM, JAMB EXTEN 16 LF X 2 PER EA - C HANGE TO HM FRAME AND FIRE GLASS	-	$	4,644.00
	TYPE E2 WINDOW CEILING - STEEL FRAME, WOOD TRIM24 LF	-	$	5,876.00
	NEW FULL LIGHT SOLID CORE FIR NEW FRAME / HWR	-		
	B1 DOORS 10 ONSITE DIFF WILL NEED TO BE PURCHASED- IN TAKEOFF BELOW	-		
	B2 DOORS 17 ONSITE DIFF WILL NEED TO BE PURCHASED- IN TAKEOFF BELOW	-		
	B3 DOORS 9 ONSITE DIFF WILL NEED TO BE PURCHASED- IN TAKEOFF BELOW	-		
	TYPE A WINDOWS - REFURBISH EXISTING - NEW SASH TABE, LCOKS, SEALS, WEATHER	-	$	26,168.00
	TYPE B WINDOWS - REFURBISH EXISTING - NEW SASH TAPE, LCOKS, SEALS, WEATHER	-	$	5,406.00
	TYPE C WINDOWS - REFURBISH EXISTING - NEW SASH TAPE, LCOKS, SEALS, WEATHER	-	$	3,816.00
	TYPE D WINDOWS - REFURBISH EXISTING - NEW SASH TAPE, LCOKS, SEALS, WEATHER	-	$	819.00
	REBUILD / RETRIM EXTERIOR ENTRY DOORS / WINDOWS	-		
	MECH ROOM / CRAWL SPACE ACCESS DOOR	-		
		-		
		-		
	SKYLIGHTS	-		
	TYPE A WINDOW GLAZING	-		
	TYPE B WINDOW GLAZING	-		
	TYPE C WINDOW GLAZING	-		
	TYPE D WINDOW GLAZING	-		
	NEW WINDOWS	-	$	21,408.00
		-		
		-		
DIV.9	FINISHES	[redacted]	$	
		-	$	-
>>>>>>	GYPSUM	SUB	$	315,000.00
>>>>>.	>>>>>. FLOORING - MOVED TO CONTINGENCY		$	-
>>>>>>>	PAINT	SUB	$	135,000.00
		-	$	-
>>>>>>	REFINISH HARDWOOD FLOORS	[redacted]	$	26,122.00
		-		
		-		
DIV.10	SPECIALTIES	[redacted]	$	
>>>>>>	SPECIALTIES		$	-
	FE IN EACH APT	-	$	2,943.00
	FE/CABINET	-	$	1,380.00
	TOILET ACCESSORIES - SUPPLY AND INSTALL BY OWNER			
	SIGNAGE - SUPPLY AND INSTALL BY OWNER			
		-		
		-		
DIV.11	EQUIPMENT	EXCLUDE	$	
		-	$	-
DIV.12	FURNISHINGS	EXCLUDE	$	
	BLINDS	OWNER	$	-
DIV.13	SPECIAL CONSTRUCTION	EXCLUDE	$	
		-	$	-

DIV 14	CONVEYING EQUIPMENT	EXCLUDE	$ -
		-	$ -
DIV 21	FIRE SUPPRESSION	SUB	$ 76,500.00
		-	$ -
DIV 22	PLUMBING	SUB	635,900.00
		-	$ -
DIV 23	HVAC	SUB	570,103.00
		-	$ -
DIV 26	ELECTRICAL	SUB	$ 480,000.00
		-	$ -
	SUBTOTAL		3,810,120.00
	GENERAL LIABILITY		$ 32,662.00
	BUILDERS RISK INSURANCE		OWNER
	1% GRT		EXCLUDE
	PREVAILING / DAVIS BACION WAGE RATES		EXCLUDE
	PREFORMANCE / PAYMENT BOND		EXCLUDE
	PERMIT		OWNER
	PLAN REVIEW FEE		OWNER
	PROFIT / OVERHEAD		$ 222,492.00
	TOTAL		4,065,274.00
	CONTINGENCY		359,525.00
	TOTAL W/CONTINGENCY		4,424,799.00

Broadway Apartments

Description of Project



Broadway Apartments will be an 18-unit residential building in Lewistown, Montana. It will provide critical workforce housing, and pursue LEED Platinum certification, which will decrease the building's long-term maintenance and utilities – allowing us to provide rent and utilities at a lower cost to tenants.

In addition, Broadway Apartments is listed on the National Register of Historic Places and its capital stack benefits from federal and state historic tax credits. It has been approved for restoration and historic tax credits by the State Historic Preservation Office and the National Parks Service.

PROJECT DETAILS

- **Type of Use:** Multifamily apartment building
- **Unit Mix:** 18 residential units
  - Two (2) studio
  - Four (4) 1-bed, 1-bath
  - Six (6) 2-bed, 1-bath
  - Six (6) 3-bed, 1-bath
- **Affordability:** Rents are priced to target people who make 80-82% Area Median Income (AMI).
- **Stories:** Three (3)
- **Overall Square Footage:**
  - 15,771 occupiable SF
  - 21,028 overall SF (including 5,257 SF non-occupiable basement crawl space)
- **Parking Spaces:** Broadway Apartments will provide no off-street parking. There will, however, be twelve (12) on-street parking spaces immediately adjacent to the building. There will be four (4) on-street, parallel parking spaces on West Broadway Street. There will also be eight (8) on-street, diagonal parking spaces on 6th Avenue North directly in front of the building, including one ADA space, as well as eight (8) diagonal parking spaces across the street.
- **Anticipated Completion Date:** Winter 2027 or Spring 2028
- **Current Property Taxes:** $2920 annually
- **Anticipated Property Taxes Once Complete:** approximately $30,000 annually
- **General Building Materials:**

Condition of the Building

The Broadway Apartments, commissioned by the Lewistown Improvement Company in 1913, was built in response to the influx of homesteaders to the area in the early 20th Century. The architecture in Lewistown during this time transformed with the shifting patterns in the settlement of Montana. At the time, it was a building for the upper-middle class residents of Lewistown – a beautiful brick building just a block off Main Street, the Judith Mountains northeast of town clearly visible.

The structure is a three-story brick masonry building with a cut sandstone base. It features a distinct stepped parapet with an oculus window and "Broadway" expressed on the primary elevation. The masonry is generally in good condition. About half of the stone windowsills will be replaced and minor repairs will be made as necessary to the balance of the masonry. There are pairs of single-pane double-hung windows at each level, the majority of which are in good condition and are suitable for refurbishment (for greater efficiency and continued use).

The building has not undergone any significant alterations impacting the original design intent. It is structurally sound, but it will require some minor structural repair, as is typical with buildings of this vintage. The original interior configuration remains unchanged, but the plaster, electrical, and plumbing systems have been removed. All systems (electrical, mechanical, plumbing, and fire protection) will be complete new.

The building is, in general, in fair to good condition, with the notable exception of a section of the west elevation that was severely damaged by the collapse of the chimney. In the spring of 2015, after years of substantial, unaddressed water damage, the brick masonry chimney collapsed, along with an area of the masonry exterior wall on the west side of the building. Fortunately, the east and west exterior walls are not bearing walls, so the collapse did not compromise the structural integrity of the building. The area of collapse has been reframed and weatherproofed.

Redevelopment Plan

The Broadway Apartments building was originally constructed to meet an increased housing demand in Lewistown. It is only fitting that this building's original use as a residential building be realized once again, bringing new life into the downtown area. This building qualifies for Federal Historic Tax Credits in exchange for maintaining the building's historic character. The proposed redevelopment involves reconfiguring the existing 21-apartment layout into 18 studios, one-, two-, and three-bedroom apartments (six units per floor).

Although the sizes and configurations of the living units vary, they will all share the unique and distinctive qualities of contemporary open-concept loft apartments: skylights on the 3rd floor, flexible, open living/dining spaces and creative space saving design. Refinished existing wood floors and refurbished historic elements will contribute to the distinctive feel of these unique living spaces. Demand for housing in Lewistown is high and will likely continue to grow. Rental rates would vary according to the size and location in the building but will be competitive in the Lewistown market. Rental rates will be geared toward the workforce market (the missing middle—80%-90% AMI).

By maximizing the re-use of what is already present in the building, construction costs will be largely attributed to the addition of kitchens, bathrooms, and all new mechanical, electrical, plumbing, and fire protection systems for each unit. Painting, floor refinishing, and reuse/reinstallation of salvaged trim will also occur throughout the building. There will be some infill framing, but in large part, the existing partitions will remain; very little demolition will be required.

The refurbishment of the Broadway Apartments building will be done in a manner that not only restores and repurposes its beautiful historic beauty, but also brings it into the 21st Century by incorporating an array of sustainable, high-performance systems and materials. We will be pursuing LEED Platinum certification for the building.

Finally, rehabilitating the Broadway Apartments building for residential use will benefit Lewistown's downtown economy and community by bringing residents, employees, and customers closer to the city's core. This project can be expected to serve as a catalyst for economic and community development in downtown Lewistown.

BROADWAY APARTMENTS

206 6TH AVENUE NORTH
LEWISTOWN, MONTANA 59457

PERMIT SET

CLIENT:

BROADWAY APARTMENTS DEVELOPMENT VENTURE, LP.

ABBREVIATIONS

&	AND	EL	ELEVATION	MAX.	MAXIMUM	SPEC	SPECIFICATION
AB	ANCHOR BOLT	EQ	EQUAL	MFR	MANUFACTURER	SPNLR	SPRINKLER
@	AT	ELEV.	ELEVATOR	MDF	MEDIUM DENSITY FIBERBOARD	SS	STAINLESS STEEL
AC	AIR CONDITIONING	EX or EXIST.	EXISTING			STD	STANDARD
ACT	ACOUSTIC CEILING TILE	EWC	ELECTRIC WATER COOLER	MH	MANHOLE	STL	STEEL
ADDL	ADDITIONAL	EXH	EXHAUST	MID	MIDDLE	STOR	STORAGE
ADH	ADHESIVE	EXP	EXPOSED	MIN	MINIMUM	STRUCT	STRUCTURE(AL)
AFF	ABOVE FINISH FLOOR	EXT	EXTERIOR	MISC	MISCELLANEOUS	SUSP	SUSPENDED
AHU	AIR HANDLING UNIT	F/	FACE OF	M.O.	MASONRY OPENING	SW or S	SWITCH
ALT	ALTERNATE	FA	FIRE ALARM	MTD	MOUNTED	SD	SMOKE DETECTOR
ALUM	ALUMINUM	FAB	FABRICATED	MTL	METAL	T	TREAD
ARCH	ARCHITECTURE(URAL)	FC	FIBER CEMENT	MULL	MULLION	T/	TOP OF
APPROX	APPROXIMATE	FD	FLOOR DRAIN	N	NORTH	T&G	TONGUE & GROOVE
AUTO	AUTOMATIC	FDN	FOUNDATION	N/A	NOT APPLICABLE	TEL	TELEPHONE
∠	ANGLE	FE(C)	FIRE EXTINGUISHER (CABINET)	NIC	NOT IN CONTRACT	TEMP	TEMPORARY
B/	BOTTOM OF			NO. or #	NUMBER	THK	THICKNESS
BTWN	BETWEEN	FF	FINISH FLOOR	NOM	NOMINAL	THRU	THROUGH
BCI	BOISE CASCADE INC.	FIN	FINISHED	NTS	NOT TO SCALE	TP	TOILET PAPER
BR	BEDROOM	FLASH	FLASHING	O.C.	ON CENTER	TPO	THERMOPLASTIC POLYOLEFIN
BD	BOARD	FLR	FLOOR	OH	OVERHEAD		
B.O.	BY OWNER	FT or '	FOOT	OPNG	OPENING	TV	TELEVISION
BLKG	BLOCKING	FTG	FOOTING	OPP	OPPOSITE	TYP	TYPICAL
BLDG	BUILDING	GA	GAUGE	PB	PARTICLE BOARD	UNO	UNLESS NOTED OTHERWISE
BOT	BOTTOM	GALV	GALVANIZED	PERP	PERPENDICULAR	VB	VAPOR BARRIER
C/	CENTER OF	GC	GENERAL CONTRACTOR	P.L.	PROPERTY LINE	VERT	VERTICAL
CAB	CABINET	GL	GLUE LAMINATED	PL or	PLATE	V.I.F.	VERIFY IN FIELD
CANT	CANTILEVER	GB	GYPSUM BOARD	PNL	PANEL	VOL	VOLUME
CER	EXTERIOR GRADE PLYWOOD	HB	HOSE BIBB	PLAM	PLASTIC LAMINATE	VTR	VENT THRU ROOF
CF	CUBIC FEET	HD	HEAD	PNT	PAINT	W	WEST or WASHER
CJ	CONTROL JOINT	HC	HOLLOW CORE	PSF	POUNDS PER SQUARE FOOT	W/(IN/O)	WITH(IN/OUT)
CL or ℄	CENTER LINE	HDR	HEADER	PSI	POUNDS PER SQUARE INCH	WC	WATER CLOSET
CLG	CEILING	HM	HOLLOW METAL	PSL	PARALLEL STRAND LUMBER	WD	WOOD
CMU	CONCRETE MASONRY UNIT	HORIZ	HORIZONTAL	PT	POINT	WDW	WINDOW
CLO	CLOSET	HR	HOUR	PVC	POLYVINYLCHLORIDE	WH	WATER HEATER
C.O.	CLEAN OUT	HT	HEIGHT	QTR	QUARTER	W.P.	WORK POINT
CLR	CLEAR	HTG	HEATING	QTY	QUANTITY	WRB	WEATHER RESISTENT BARRIER
COL(S)	COLUMN(S)	HVAC	HEATING, VENTILATION & AIR CONDITIONING	R	RISER		
CONC	CONCRETE			RA	RETURN AIR	WT	WEIGHT
CONST	CONSTRUCTION	HW	HOT WATER	RAD	RADIUS	WWR	WELDED-WIRE REINFORCEMENT
COORD	COORDINATE	IGU	INSULATED GLAZING UNIT	RB	RESILIENT BASE		
CONT	CONTINUOUS	INCH	INCH	RC	RESILIENT CHANNEL	XFMR	TRANSFORMER
CPT	CARPET	INCL	INCLUDE(D)	RD	ROOF DRAIN		
CT	CERAMIC TILE	INFO	INFORMATION(AL)	RE	REGARDING		
CTR	CENTER	INSUL	INSULATION	REFRIG.	REFRIGERATOR		
D	DRYER	INT	INTERIOR	REINF	REINFORCEMENT(ING)		
DN	DOWN	JAN	JANITOR('S/L)	REQ'D	REQUIRED		
DBL	DOUBLE	JB	JUNCTION BOX	RT	RESILIENT TILE		
DR	DOOR	JST	JOIST	RM	ROOM		
DEL	DELETE	JT	JOINT	RND	ROUND		
DS	DOWNSPOUT	KIT	KITCHEN	R.O.	ROUGH OPENING		
DEMO	DEMOLISH-ION	KW	KILOWATT	S	SOUTH		
DTL	DETAIL	LB or #	POUND	SC	SOLID CORE		
DF	DRINKING FOUNTAIN	LF	LINEAR FOOT	SCHED	SCHEDULE		
DWG	DRAWING	LINO	LINOLEUM	SECT	SECTION		
DIA or ⌀	DIAMETER	LR	LIVING ROOM	SF	SQUARE FOOT		
DWR	DRAWER	LT	LIGHT	SG	SUPPLY GRILLE		
DIM	DIMENSION	LVL	LAMINATED VENEER LUMBER	SHT	SHEET		
E	EAST			SHTG	SHEATHING		
EA	EACH	MAS	MASONRY	SHWR	SHOWER		
EJ	EXPANSION JOINT	MECH	MECHANICAL	SIM	SIMILAR		
ELEC	ELECTRIC(AL)	MATL	MATERIAL	SIP	STRUCTURAL INSULATED PANEL		

VICINITY MAP



SITE MAP



PROJECT TEAM

OWNER
BROADWAY APARTMENTS DEVELOPMENT VENTURE, LP.
P.O. BOX 2263
BILLINGS, MT 59103
CONTACT: RANDY HAFER

CONTRACTOR
SLETTEN CONSTRUCTION
1000 25TH STREET NORTH, P.O. BOX 2467
GREAT FALLS, MT-59403
(406) 761-7920
CONTACT: AARON WALL

MECHANICAL ENGINEER
IMEG CORP.
175 NORTH 27TH STREET, SUITE 1312
BILLINGS, MT 59101
(406) 545-6426
CONTACT: KEVIN POPE

PLUMBING ENGINEER
IMEG CORP.
175 NORTH 27TH STREET, SUITE 1312
BILLINGS, MT 59101
(406) 545-6426
CONTACT: KYLE BLANKENSHIP

ARCHITECT
HIGH PLAINS ARCHITECTS
2720 MINNESOTA AVENUE
BILLINGS, MT 59101
(406) 896-0260
CONTACT: RANDY HAFER

STRUCTURAL ENGINEER
STRUCTURAL ENGINEERING DESIGN, PC
PO BOX 80986
BILLINGS, MT 59108
(406) 651-8195
CONTACT: JIM SCHULKE, PE

ELECTRICAL ENGINEER
IMEG CORP.
175 NORTH 27TH STREET, SUITE 1312
BILLINGS, MT 59101
(406) 545-6426
CONTACT: CLINT LAFERRIERE

CIVIL ENGINEER
IMEG CORP.
175 NORTH 27TH STREET, SUITE 1312
BILLINGS, MT 59101
(406) 545-6426
CONTACT: MATT SVEK

MATERIAL DESIGNATIONS

UNDISTURBED SOIL
DISTURBED SOIL
SAND
GRAVEL
CONCRETE
BRICK SECTION
CMU SECTION
STONE SECTION
WOOD BLOCKING
WOOD FRAMING
OSB
PLYWOOD
PARTICLE BOARD
GYPSUM BOARD
WOOD FINISH CARPENTRY
BATT INSULATION
RIGID INSULATION
SIP INSULATION
BLOWN-IN-INSULATION
SPRAY FOAM INSULATION
STEEL
ALUMINUM

GRAPHIC SYMBOLS

ROOM NAME/NUMBER SYMBOL
Room Name
1ST DIGIT FLOOR DESIGNATION — 101 — ROOM NUMBER
150 SF — ROOM AREA
Volume — ROOM VOLUME

DETAIL SECTION SYMBOL
SIM — SIMILAR INDICATOR
A5.1 — DETAIL NUMBER / DETAIL SHEET NUMBER

GRID NUMBER/LETTER SYMBOL
A — GRID LINE
LAYOUT GRID
STRUCTURAL OR ARCHITECTURAL GRID REFERENCE LETTER OR NUMBER

CALLOUT SYMBOL
SIM — SIMILAR INDICATOR
A5.1 — CALLOUT NUMBER / CALLOUT SHEET NUMBER
CALLOUT AREA

DOOR NUMBER /NAME SYMBOL
100A — DOOR NUMBER

DRAWING NAME SYMBOL
DRAWING NUMBER — DRAWING NAME
FLOOR PLAN
A2.1 — 1/8" = 1'-0" DRAWING SCALE
DRAWING SHEET NUMBER

WINDOW NUMBER/NAME SYMBOL
1 — WINDOW DESIGNATION

NOTE LABEL SYMBOL
00 00 KEYNOTE
ASSEMBLY TYPE MARK

EXTERIOR ELEVATION SYMBOL
SIM — SIMILAR INDICATOR
A5.1 — ELEVATION NUMBER / ELEVATION SHEET NUMBER

INTERIOR ELEVATION SYMBOL
1A — ELEVATION NUMBER
1D 1A 1B 1C
ELEVATION SHEET NUMBER

BUILDING SECTION SYMBOL
SIM — SIMILAR INDICATOR
A5.1 — SECTION NUMBER / SECTION SHEET NUMBER

DRAWING NUMBERING ON SHEET

1	2	3	4	5
6	7	8	9	10
11	12	13	14	15
16	17	18	19	20

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C5.0 UTILITY PLAN
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E9.4 ELECTRICAL PANEL SCHEDULES
E9.5 ELECTRICAL PANEL SCHEDULES

PROJECT SUMMARY

THE BROADWAY APARTMENTS BUILDING WAS ORIGINALLY CONSTRUCTED IN 1912 AND IS LISTED ON THE NATIONAL REGISTER OF HISTORIC PLACES. A THREE STORY APARTMENT BUILDING IS THE ORIGINAL AND PLANNED USE. THE EXTERIOR WALL MATERIAL OF THE FIRST LEVEL IS ORIGINAL LOCALLY CUT SANDSTONE, THE SECOND AND THIRD LEVEL IS MOSTLY ORIGINAL LOCAL BRICK. THE RENOVATION OF THIS BUILDING WILL ONCE AGAIN PROVIDE A VALUABLE HOUSING ASSET TO THE TOWN OF LEWISTOWN, MT AND CONTRIBUTE TO THE VIBRANCY OF DOWNTOWN ONCE RESTORED CLOSER TO ITS ORIGINAL GLORY.

HISTORIC IMAGE BELOW:



STATE OF MONTANA — BILLINGS — EDWARD B. GULICK — 21125 — MONTANA LICENSED ARCHITECT

CLIENT: BROADWAY APARTMENTS DEVELOPMENT VENTURE, LP.
PROJECT: BROADWAY APARTMENTS
PHASE: PERMIT SET

HIGH PLAINS ARCHITECTS
2720 MINNESOTA AVENUE | BILLINGS, MT 59101
PH 406 2260 | BILLINGS, MONTANA 59103
PHONE (406) 896-0260 | FAX (406) 896-0260

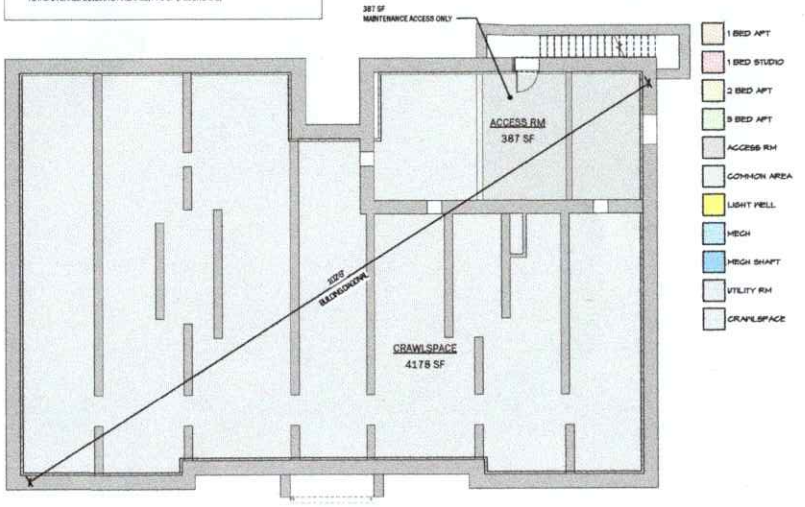
DRAWN BY: BK
PROJECT#: 21819
DATE: 05/30/2025
SET NO:
CVR

© THESE DRAWINGS MAY HAVE BEEN REDUCED/SCALED AT A SIZE DIFFERENT THAN ORIGINALLY DRAWN. OWNER & ARCHITECT ASSUME NO RESPONSIBILITY FOR USE OF INCORRECT SCALE.

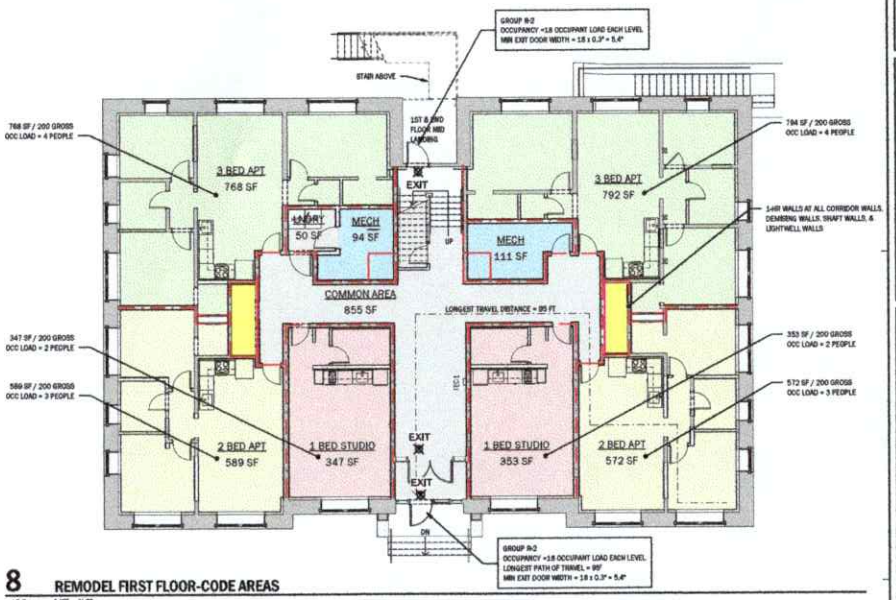
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OVERALL BUILDING AREAS

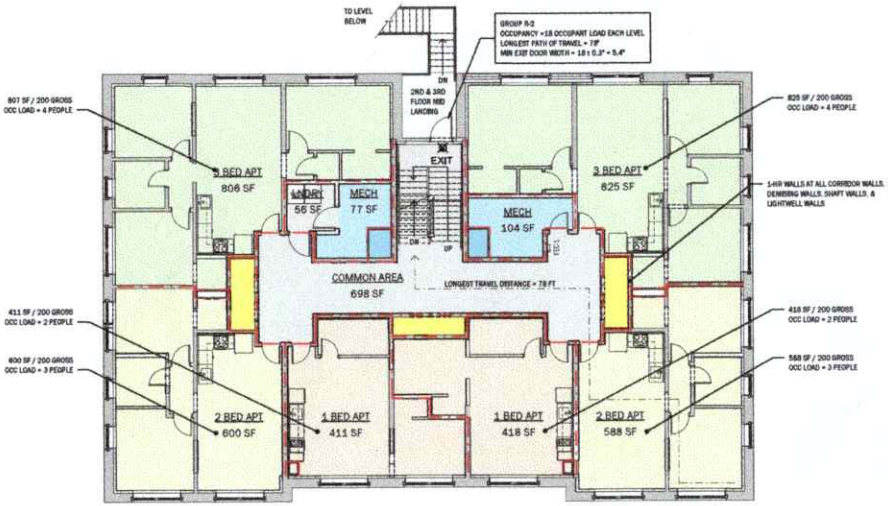
BASEMENT/CRAWLSPACE OVERALL FOOTPRINT AREA: 5,257 SF (NOT OCCUPIED)
FIRST FLOOR OVERALL AREA: 5,257 SF, 18 PERSON OCCUPANT LOAD
SECOND FLOOR OVERALL AREA: 5,257 SF, 18 PERSON OCCUPANT LOAD
THIRD FLOOR OVERALL AREA: 5,257 SF, 18 PERSON OCCUPANT LOAD
ROOF AREA: (NOT OCCUPIED)
TOTAL OVERALL BUILDING AREA: 15,771 SF (FLOORS 1-3)



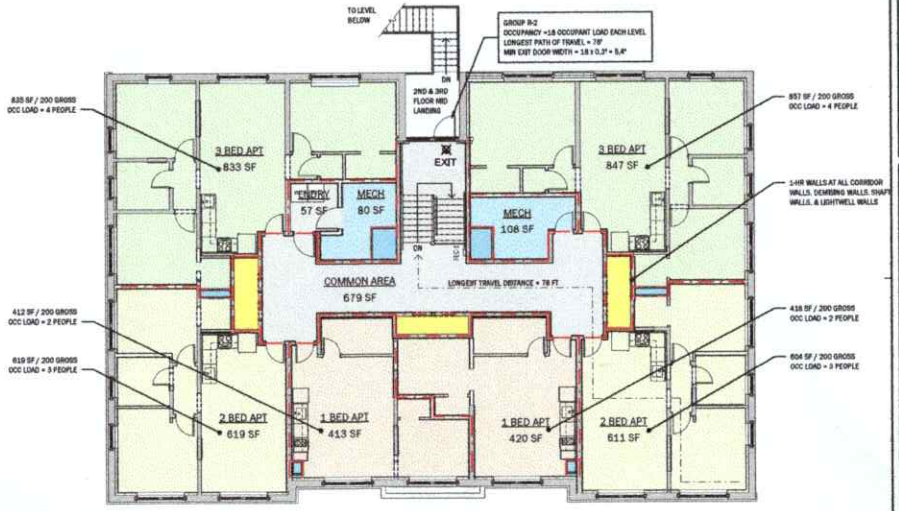
6 REMODEL BASEMENT/CRAWLSPACE
A0.3 1/8" = 1'-0"



8 REMODEL FIRST FLOOR-CODE AREAS
A0.3 1/8" = 1'-0"



16 REMODEL SECOND FLOOR-CODE AREAS
A0.3 1/8" = 1'-0"



18 REMODEL THIRD FLOOR-CODE AREAS
A0.3 1/8" = 1'-0"

1/8" = 1'-0"

STATE OF MONTANA
BILLINGS
EDWARD B. GULICK
9125
MONTANA LICENSED ARCHITECT

BUILDING CODE SUMMARY PLANS
BROADWAY APARTMENTS
PERMIT SET

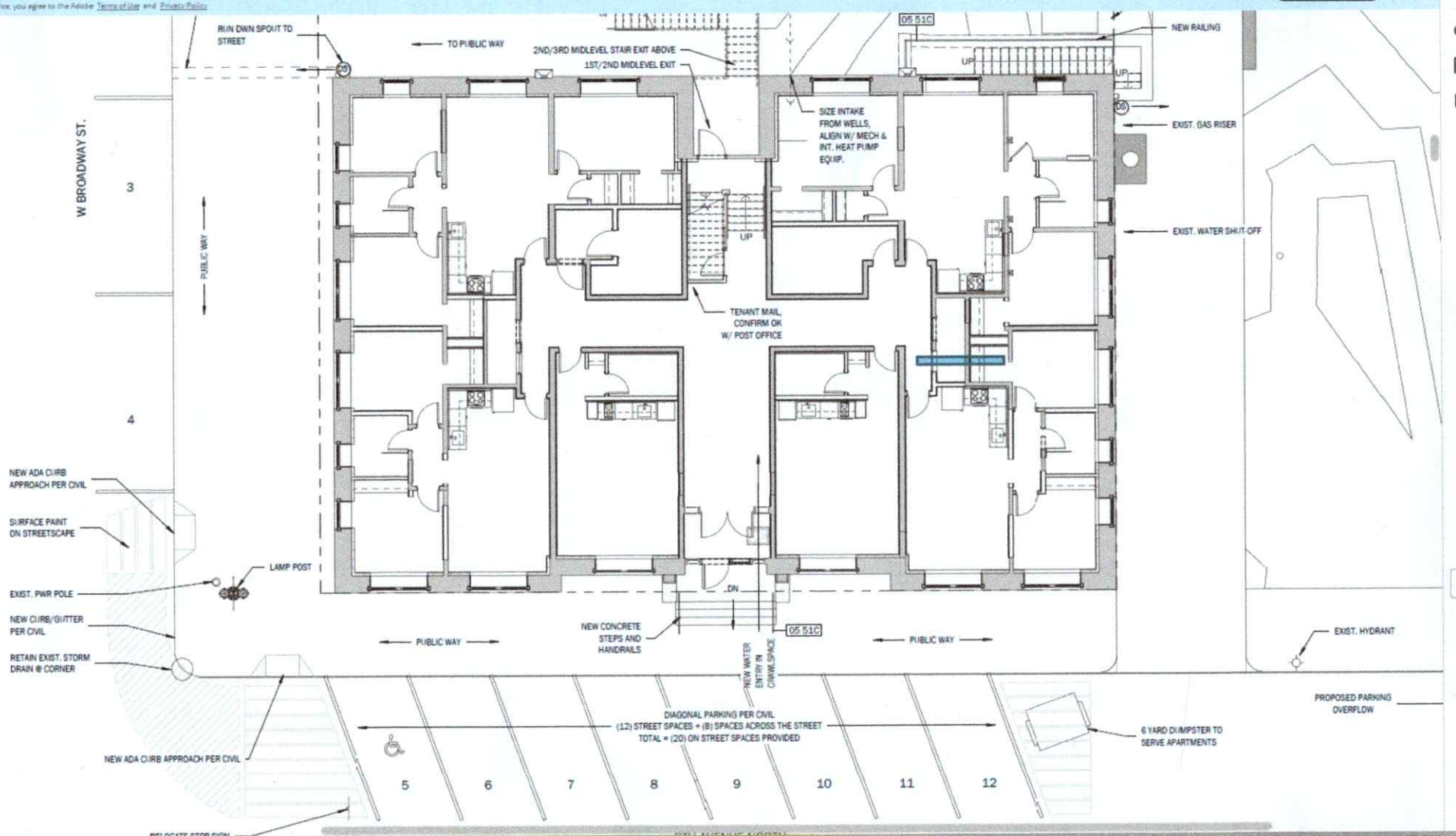
HIGH PLAINS ARCHITECTS
2720 MINNESOTA AVENUE | BILLINGS, MT 59101
PO BOX 2253 | BILLINGS, MONTANA 59103
(406) 259-5522 | FAX (406) 294-0330

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AGREEMENT

This Agreement is made and entered into this ___ day of_____, 2026~~3~~ by and between the City of Lewistown, Montana hereinafter referred to as the "Employer" and Local 1441 City of Lewistown Police Department, which is an affiliate of Montana State Council No. 9 of the American Federation of State, County & Municipal Employees, AFL-CIO, acting by and through its duly qualified officers and representatives, all of which are hereinafter call the "Bargaining Unit".

In consideration of the mutual covenants herein recited, which have been established through collective bargaining procedures as provided for under Montana statutes, this Agreement has as its purpose the promotion of harmonious relations between the EMPLOYER and the BARGAINING UNIT; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and fringe benefits, employee safety, and other conditions of employment.

WITNESSETH

ARTICLE I – DEFINITIONS

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

Section 2: Association - The term "Bargaining Unit" means Local 1441 City of Lewistown Police Department, which is an affiliate of Montana State Council No. 9 of the American Federation of State, County & Municipal Employees, AFL-CIO, acting by and through its duly qualified officers and representatives.

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

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

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

Section 6: Temporary Employee - An employee who works on a regular or irregular basis, generally for a specific job, not to exceed one hundred twenty (120) days.

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

ARTICLE II – RECOGNITION

The Employer recognizes the Bargaining Unit as the sole and exclusive bargaining agent for employees of the City of Lewistown Police Department, excluding the Police Chief and Assistant Police Chief. Including, but not limited to job titles of Police Captain, Senior Police Sergeant, Police Sergeant, Senior Police Officer, Police Officer, 911 Supervisor/Coordinator/IT, Emergency Services Dispatcher II, Emergency Services Dispatcher, Code Enforcement Officer and all other non-management employees of the Police Department.

ARTICLE III - BARGAINING UNIT SECURITY

Section 1: The Employer agrees to accept and honor an employee's voluntary written assignment designating a specified amount of wages or salaries due and owing as Association dues or equivalent contribution. All employees covered by this agreement who have not made application for membership in the Association may consent to pay to the Association an amount equal to the Association dues as a contribution towards the administration of the Agreement.
Section 2: Upon written authorization of any employee within the bargaining unit, the Employer shall deduct from the pay of the employee the monthly amount of dues as certified by the Bargaining Unit Secretary and shall deliver the dues to AFSCME #1441, PO Box 5356, Helena, MT 59604.
Section 3: Dues: Employees working twenty (20) hours or more will pay full Union Dues. Employees working nineteen (19) hours or less shall pay one half (14) the cost of the Union Dues.
Section 4: In the event that the Bargaining Unit designates a member employee to act in the capacity as official spokesperson for the Bargaining Unit on any matter, such a designation shall be made in writing and shall specify the period covered by the designation.
Section 5: A written list of the accredited Officers and Representatives of the bargaining unit shall be furnished to the Employer immediately after their election and the Employer shall be notified of any changes of said Officers or Representatives within seven (7) days.

ARTICLE IV - NON-DISCRIMINATION

Section 1: The Employer may grant reasonable leaves of absence to employees whenever required in the performance of duties as "duly authorized representatives of the Bargaining Unit", provided necessary manpower is available to cover shifts.
Section 2: It is recognized that employees representing the Bargaining Unit for the purpose of negotiations or serving on the Labor/Management Committee are acting on behalf of the Bargaining Unit and its members, not in their capacity as employees of the Employer. However, employees representing the Bargaining Unit in these activities shall be given sufficient time during duty hours, without loss of pay or other benefits, to perform their duties.

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

ARTICLE V - MANAGEMENT RIGHTS

Section 1: Rights of the City. The Bargaining Unit recognizes that the Employer has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the City to the full extent authorized by law. The Bargaining Unit further agrees that all management rights, functions, and prerogatives not expressly delegated in this Agreement are reserved to the City.
Section 2: Management Rights. Public employees and their Representatives shall recognize the prerogatives of the City to operate and manage its affairs in such areas as, but not limited to:

a) Direct employees;
b) Hire, promote, transfer, assign and retain employees;
c) Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be ineffective or unproductive;
d) Maintain the efficiency of government operations;
e) Determine the methods, means, job classifications, and personnel by which the government operations are to be conducted;
f) Take whatever actions may be necessary to carry out the mission of the Employer in situations of emergency;
g) Establish the methods and processes by which work is performed.
h) Enter into hiring contracts with new employees which outline all or portions of the job description requirements, state legal requirements, bargaining unit requirements, and initial hire scheduling.

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

Section 4: The Bargaining Unit recognizes and supports the ability of the Employer to enter into reimbursement contracts with newly hired police officers which may require repayment by the officer for certain training costs and related expenses if conditions of the contract are not fulfilled.

Section 5: Further, the Bargaining Unit specifically adopts the Personnel Handbook of the City of Lewistown which constitutes the Personnel Policies and Personnel Procedures in effect July 1st, 2017. any amendments thereto not in conflict with this Agreement. The Employer recognizes that no changes shall be made to the Personnel Policies or Personnel Procedures effective to the Bargaining Unit unless mutually agreed to by the Bargaining Unit. The Employer will notify the Bargaining Unit in writing of any changes made to the Personnel Polices, Personnel Procedures, rules, regulations, directives, and orders pertaining to employees during the duration of this Agreement. If the Bargaining Unit does not notify the Employer, in writing, of any objections to those changes within 30 calendar days such changes shall be deemed accepted by the Bargaining Unit.

ARTICLE VI
CONTRACTING & SUBCONTRACTING OF PUBLIC WORK

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

ARTICLE VII - HOURS OF WORK

Section 1: A normal work week, for a pay period, is Sunday through Saturday, beginning and ending at midnight on Saturday. A normal work week for a Full-time Dispatcher shall consist of 40 hours of work. A normal work week for a Part-Time Dispatcher shall consist of 30 hours of work. A normal work week for a Union Police Officer shall consist of 48 hours of work. (Due to the rotating schedule of a Police Officer, it is possible that an Officer may work less than 48 hours in a pay period week.) A work day for Dispatchers shall be defined as 10 hours. A work day for Union Police Officer's shall be defined as 12 hours. Should the definition of a work day need to be changed; a Union Joint Labor/Management Committee shall be established, per Article XVIII, to negotiate any changes to this Article. Length of meal periods shall be determined by each Department's needs. Regularly scheduled paid meal periods are subject to prior approval of the City Commission. Sworn Police Officers and Dispatchers will receive a

one-half hour (1/2) paid meal period.
Section 2: A rest break of fifteen (15) minutes is provided near the middle of each half of the work period not broken by a meal period unless other arrangements have been made. Rest breaks will be taken at a time and place mutually agreed upon including the combining of rest breaks into one.
Section 3: The work schedule for a designated work week will be established by the Employer. Employees will be given a twenty four (24) hour notice prior to a change in the regular shift schedule. Employees who are not given twenty four (24) hour notice will be compensated in accordance with Article VII Section 7.
Section 4: All time worked in excess of forty (40) hours in any one work week shall be paid at the rate of one and one-half times the regular rate of pay. Overtime will not be denied to an employee due to their rank within the department. Overtime pay for non- exempt employees will be paid for all hours worked over forty (40) hours in a work week. Holiday, sick leave, and vacation time are considered hours worked. This section does not apply to Sworn Officers of the department.
Section 5: A full-time employee who works a shift posted for overtime in addition to their normal schedule will be compensated at the rate of one and one-half (1 ½) times their rate of regular pay for the additional hours worked, regardless of the number of hours worked within the pay period.
Section 6: The Employer reserves the right to determine the number of employees that are required to work on a holiday as set forth in Article VIII, Section 1. If an employee works on a holiday, the compensation will be either:

1. Payment of regular pay for the hours worked on the Holiday, plus payment for each hour worked at the rate of one and one half (1 ½) times the hourly rate, for a total of 2 ½ times the hourly rate. Each hour worked on a Holiday will not be credited to the employees Holiday time that is tracked by the City of Lewistown.

2. If an employee does not work on the Holiday, the employee will accrue the Holiday time, as tracked by the City of Lewistown, to be taken at the discretion of the employee and mutually agreed upon with the Chief of Police.

Section 7: All full-time employees covered by the terms of this Agreement who are called back to work for hours in addition to their regular hours, not as an extension of the regular shift, or if a full time employee is called out on his/her regular scheduled day off, will be guaranteed a minimum of two (2) hours work or pay at one and one-half times their regular rate of pay. All hours worked in excess of two (2) hours during a call out shall be compensated at the one and one half (1 ½) times the rate of pay. Each call out after returning from a 2 hour call shall be considered a separate call out under this Section. Call out on a holiday for hours in addition to regular hours shall be a minimum of two (2) hours work or pay at two times their regular rate of pay. In the event the employee asks to be excused before the work is completed and the Supervisor excuses him/her, he/she will be paid only for the time worked at one and one half (1 ½) times the regular rate of pay. Full-time and part-time employees whose regular shift schedule is changed with less than twenty-four (24) hours notice will receive one (1) additional hour compensation at one and one half (1 ½) times their rate of pay in addition to their regular pay for the worked period.
Section 8: Each employee shall record their hours of work on the time record provided by the Employer. No employee shall work overtime without the authorization of their supervisor. Any hours worked as overtime shall be recorded to the nearest fifteen (15) minutes.
Section 9: Upon written approval of the Department Head, an employee may trade shifts. Any employee desiring such a shift trade must request the trade in writing and signed by both of the employees involved in the trade. Each employee shall certify that no overtime exposure will accrue to the Employer as a result of the shift trade. Both employees must be in the same or similar job classification to enable the required work to be performed. Employees involved in the shift trade shall not suffer any loss of pay because of the trade.
Section 10: Pay periods will be bi-weekly instead of semi-monthly. The pay week will begin on Sunday and end on Saturday for a two week period. The pay checks will be given out at 11:00 a.m. on the Thursday following the end of the pay period.

ARTICLE VIII – HOLIDAYS

Section 1: Holidays time will be paid and accrued as per Article VII Section 6 for the following Holidays.

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

Section 2: If any Holiday falls on Sunday, the Monday following is the holiday. Employees who are regularly scheduled to work Monday through Friday shall have off the Friday preceding a legal holiday falling on Saturday.

Section 3: A full-time or regular scheduled part-time employee must actually work hours on the legal holiday to be eligible for holiday pay. Holiday pay will be paid for actual hours worked and must be reflected on the employee's timecard in the "Holiday Hrs Worked" portion. If an employee works a Holiday on a regularly scheduled shift, they will be paid 2.5 times their regular rate of pay for the duration of the Holiday hours worked. If an employee works overtime on a Holiday they will be paid 3 times their regular rate of pay for the duration of the Holiday hours worked. If an employee works less than a full regular shift on a Holiday, i.e. 10 hours for dispatcher and 12 hours for officers, they will be paid the Holiday rate for the hours worked. An hours not worked on a Holiday will be credited to the employees Holiday time. Example: If an employee works from 0000 to 0600 hours on a Holiday and then goes onto days off they would receive pay for 6 hours of Holiday hours worked and be credited the remaining hours toward their Holiday time.

Section 4: No union member shall have on record an excess of one-year worth of Holiday time. Employees may use the ***"Buy Out"*** option set forth in the following Section. Once one year's worth of Holiday time is accrued, the employee will not be eligible to receive Holiday time on their books. In the event of a special or unforeseen circumstance, this time period and accrual may be extended, by the approval of the Chief of Police. Excess holiday time should be taken as soon as possible when circumstances allow.

For the purpose of this section one year of Holiday time for Police Officers will equal 120 hours, Full-time and Part-time Dispatchers will equal 100 hours.

Section 5: ***"Buy Out."*** The employee may request the City of Lewistown to compensate the employee for up to 60 hours of Holiday time to be compensated in pay. This pay shall be at the hourly wage of the employee at the time of the payment. The request for pay will be made by the employee, in writing, no later than the fifteenth day of November each year. The written request will be made to the Chief of Police and forwarded to the City Office. The compensation will be paid to the employee on the first pay date in December. Payment shall be by separate check from the employee's regular pay.

For the purpose definition, Holiday time will equate to the same number of hours worked under a normal workday for that employee. IE: An employee who works a 12 hour shift will receive 12 hours of holiday time/pay, a 10 hour shift will receive 10 hours of holiday time/pay.

For the purpose of this section hours worked will be on the actual Holiday which shall be from

midnight until midnight on the date of the Holiday.

ARTICLE IX – VACATION

Section 1: Each full time employee earns vacation as follows:

- From one full pay period through 10 years of employment at a rate of 15 vacation days each year;
- For each year of service after 10 years through 15 years employment at the rate of 18 vacation days each year;
- For each year of service after 15 years through 20 years of employment at the rate of 21 vacation days each year;
- For each year of service after 20 years of employment at the rate of 24 vacation days each year.

For purposes of definition the "vacation day" shall mean one eight (8) hour period.

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

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

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

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

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

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

Section 8: Holidays, including those allowed in lieu of the actual holiday, occurring while an employee is on vacation, shall be earned by the employee and not charged as vacation.
Section 9: Vacation charges and credits shall be charged to the nearest half hour.

ARTICLE X - SICK LEAVE

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

a. An employee's illness,
b. Injury
c. Medical disability
d. Maternity related disability, including prenatal care, birth, miscarriage, abortion or other medical care for either employee or newborn child,
e. Quarantine resulting from contagious disease,

f. Medical, dental or eye examination or treatment,
g. Necessary care of or attendance to an immediate family member (or at the discretion of the department head, care of or attendance to another relative) for the above reasons until other attendance can be reasonably obtained,
h. Death or funeral attendance for an immediate family member or, at the discretion of the City Manager, for another person.

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

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

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

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

Section 5: Donation of Sick Leave Credits: An employee may transfer excess sick leave credits to another employee only under the following conditions:
a. The receiving employee has been on a medical leave of absence for a minimum of thirty (30) days;
b. The receiving employee has exhausted all accrued sick leave and vacation leave credits;
c. The contributing employee(s) request, in writing, that sick leave credits be transferred to the disabled employee;
d. No employee shall be allowed to transfer more than fifty percent (50%) of his/her sick leave credits to another employee;
e. Transferring of sick leave credits does not change the status of the receiving employee;
f. Once the sick leave credits are transferred, they are considered forfeited and must be re-accrued in the established manner; and
g. That no employee or official of the Bargaining Unit or the Employer shall request an employee to transfer his/her sick leave credits to another employee. Nor shall any employee coerce, intimidate, or in any manner attempt to persuade another employee to transfer his/her sick leave credit to a disabled employee. Violation shall result in disciplinary action.

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

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

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

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

Section 10: After the third consecutive day of sick leave, a medical certificate may be required by the Employer. If the Employer requires a medical certificate the Employer will pay the cost of such certificate.

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

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

ARTICLE XI - BEREAVEMENT LEAVE

Section 1: In case of death in an employee's immediate family, an employee may be granted up to three (3) working days leave with pay not to be charged to sick leave. In addition up to five (5) working days may be charged to sick leave. Days are to be considered to be eight (8) hours.
For the purposes of bereavement leave, the definition of immediate family shall include spouse, parents, grandparents, brothers, sisters, children, grandchildren, household dependents, and all of the same relatives of the employee's spouse in the like degree.

ARTICLE XII OTHER LEAVES WITH OR WITHOUT PAY

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

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

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

Section 3: Jury Duty - Each full time and part time employee under proper summons to serve on jury duty or as a subpoenaed witness will be compensated in accordance with applicable State laws.

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

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

ARTICLE XIII - DISCIPLINE / DISCHARGE

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

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

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

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

ARTICLE XIV - GRIEVANCE AND ARBITRATION

Section I: A grievance shall be defined as any controversy involving the interpretation of this Agreement or any alleged violation of any provision of this Agreement.

Section 2: The employees have the right to grieve anything that is in their employee file. This procedure is done by following the grievance procedure outlined in the current contract.

Section 3: An employee having a grievance shall first attempt to resolve their grievance informally through discussion with their immediate supervisor. Utilization of this informal procedure shall not waive the time requirements contained for filing a formal grievance. An employee may be represented at any disciplinary meetings by a Bargaining Unit Representative.

Section 4: If the grievant fails to file or to advance a grievance in accordance with the time

frames prescribed herein, it shall constitute a waiver of the grievant's right to pursue the grievance. If the Employer fails to respond timely to a grievance, the grievant is entitled to proceed to the next step of the grievance procedure.

Step 1- When an employee and/or the Bargaining Unit cannot resolve the complaint informally, the employee and/or the Bargaining Unit shall bring the matter formally in writing to the Police Chief within ten (10) working days of the event giving rise to the grievance, or of the time the employee could reasonably expect to have knowledge of the event. The written grievance shall state the nature of the grievance and the specific provision of the Agreement which have allegedly been violated and the expected remedy. The Police Chief shall provide the grievant with a written answer within ten (10) working days after the Step 1 grievance is submitted.

Step II – If the grievant is not satisfied with the Police Chief's disposition of the grievance, or the Police Chief fails to respond, the grievant may appeal to the City Manager within (10) working days from receipt of the response of the Police Chief, or if Police Chief has not responded within the allotted time frame. The City Manager will review the disposition by the Police Chief and may hold a hearing with the Grievant. The City Manager shall have ten (10) working days in which to issue a decision in writing to the Grievant with a copy to the Bargaining Unit. The City Manager's decision will be final and binding upon all parties unless the Bargaining Unit elects to proceed to Step III.

Step III – If the Grievant wishes to proceed to Step III they must present their grievance to Local 1441 membership for a vote to proceed to Step III. Local 1441 has ten (10) working days to call a meeting and conduct the vote. If successful, the Grievant in conjunction with Local 1441 may appeal to a Grievance Committee. The Union must notify the City Manager within three (3) business days of the successful 1441 vote that they intend to appeal to the Grievance Committee.

The Grievance Committee shall constitute three members: one Union member, one Employer representative and a Mediator from the Montana Department of Labor and Industry, Board of Appeals, or if unavailable, a neutral third member agreed upon by both parties. The Grievance Committee for each grievance shall be formed and selected by random name draw. The Union and City shall each provide three names for their side of the draw. The Grievance Committee shall include only those members who have not had any active participation in the current grievance before the Grievance Committee.

The Grievant/Union President/their designee and the City Manager/their designee shall meet and form the Grievance Committee by random draw five (5) working days after Step III is initiated, with one Union name and one City name drawn. The Grievance Committee shall convene within ten (10) calendar days and shall conduct a hearing where the Union and Employer may present their arguments and any documentary evidence as part of the record. The Grievance Committee shall render a decision within fifteen (15) calendar days after the hearing. The Grievance Committee decision is final unless the Union or Employer elects to proceed to Step IV.

Step IV – The Union may appeal the decision of the Grievance Committee to an impartial Arbitrator. Notice of the decision to appeal to an arbitrator must be made to the City Manager within ten (10) working days of the receipt of the response from the Grievance Committee. The decision to arbitrate will be subject to the Bargaining Unit's Representation Policy and By Laws. Within ten (10) days after submission of a written request to arbitrate, a request for a list of Arbitrators will be made to the Montana Department of Labor, Board of Appeals by the Grievant/Union in coordination with the City. Within ten (10) days of the receipt of the

list, each party will alternately strike names from the list and the name remaining shall be the Arbitrator. If this written request to arbitrate is not made within the allowed time frame, the request to arbitrate shall be deemed to be withdrawn and the City Manager's decision shall stand.

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

Section 5: The Employer and the Bargaining Unit recognize the provisions of MCA 7-32-4114 prohibiting strikes by police officers and providing for binding arbitration.

ARTICLE XV – SENIORITY

Section 1: Seniority means an employee's length of continuous service with the Employer from his/her day of hire. Seniority shall be recognized, by Department, after completion of the probationary period of six months for full-time, or the completion of one thousand forty hours worked for part-time employees or in the case of Police Patrolman one year, and shall date back to the first day of employment. Employees may protest their seniority designation through the grievance procedure if they have cause to believe that an error has been made. In the setting of the initial seniority list, ties in seniority shall be broken by a drawing of names.
Clarification: Rank seniority within the Police Department will be determined by the Chief of Police. It is the structure of employee rank and chain of command and is not determined by length of employment.

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

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

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

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

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

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

ARTICLE XVI - JOB POSTING

Section 1: When a new position is created, or a vacancy occurs in any existing position, the Employer shall immediately post for a period of five (5) working days on Department Bulletin Boards, with a copy to the Bargaining Unit, and may also be advertise publicly. The Notice shall among other things state:

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

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

ARTICLE XVII - HEALTH, SAFETY, AND WELFARE

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

Section 2: The Employer shall provide for each employee who works an average of 30 hours or more. The Employer will pay 95% of an employee's premium. If the employee chooses a City sponsored High Deductible Health Plan (HDHP), the Employer will pay an amount equal to 95% of the Bridger Plan premium. This amount is to be used for the HDHP premium and the difference will be placed into a qualifying Health Savings Account (HSA) for the employee. It will be the responsibility of the employee to pay any difference in extra premiums. If the employer's insurer increases premium costs during the contract, the employer will increase its

employee only benefit portion by the percentage of the increase. The City Commission may change carriers providing substantially the same coverage is provided.
The City will pay an additional $200 per month toward the employee's spouse, children, or family health plan if the employee chooses the City sponsored coverage. The City will not increase the amount of contribution towards the spouse and/or family coverage during any contract year.

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

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

Section 5: The employer will administer voluntary fitness testing at least once per year according to the standards of the Montana Police Officers Standard Training used for entrance into the law enforcement academy. All unit employees may participate. Employees will not be compensated for participating in the test.

ARTICLE XVIII JOINT LABOR/MANAGEMENT COMMITTEE

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

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

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

ARTICLE XIX - MISCELLANEOUS PROVISIONS

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

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

Section 3: If the City requires an employee to obtain a license or certification, outside of the employee's immediate job duties, and for the convenience and benefit of the City, the City will pay for any such required license or certification.

Section 4: Personnel Records - The Official Personnel Records are maintained in the Office of the City Clerk. Individual Departments may have a supplemental file within their own Department. In the Police Department, certain confidential records are maintained by law enforcement directives to be separate from the Official Records in the Clerk's Office.

Any employee at his/her request, and by appointment with the Clerk during regular business hours, shall be permitted to review all of the information in their personnel file and shall be allowed a copy of all materials therein. However, they may not remove their file, or any material in the file, from the office.

An employee is entitled to a copy of any material placed in their Personnel Record. If an

employee does not agree with the information placed in their file, they may submit a written statement stating such disagreement to be included in their file.

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

ARTICLE XX - SAVINGS CLAUSE

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

ARTICLE XXI - TERMS OF AGREEMENT

This Agreement, including Addendums "A" and "B", shall become effective on the 1st day of July 2026~~3~~, and shall continue in full force and effect through the 30th day of June 2025~~9~~. Either Party may open any portion or all of the Agreement for negotiations for the next Agreement by giving the other Party notice of its desire to modify the Agreement on or prior to February 1, 2029~~2~~. Such notification is for the Parties to review such proposed changes prior to the first negotiation session.

CITY OF LEWISTOWN

_____

City Manager

BARGAINING UNIT LPPA EMPLOYEE BARGAINING UNIT

_____

Unit President

ATTEST:

_____

City Clerk

_____

Unit Representative

ADDENDUM "A"

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

Shift Differential Pay: Those employees required to work shifts other than their regularly assigned day shift including overtime hours, shall be compensated in addition to their regular base rate accordingly:
$2.00 per hour between hours of 6:00 P.M. and 6:00 A.M. *Note- the hours can be adjusted by the administration to fit the schedule by department (officers, dispatch, etc.) by a ½ hour to match schedule as long as the hours allowed do not exceed a 12-hour period.

P.O.S.T. Certificate Pay: Each employee that has been awarded an Intermediate Certificate from the Montana Police Officer Standards and Training office will be paid an additional $7550.00 per month. Employees with ~~an Intermediate and~~ an Advanced P.O.S.T. Certificate will be paid an additional $75.00 per month. Employees with an Supervisory P.O.S.T. Certificate will be paid an additional $75.00 per month. Certificate pay is stackable and ~~T~~the additional pay will begin one month after a copy of the certificate or proof of certificate is provided to the city's Financial Officer.

Each sworn officer that passes the annual P.O.S.T. physical test conducted by the department (Article XVII Sec 5) will receive an additional $200.00 in the pay period following the test or twelve (12) hours leave to be used at a time mutually agreeable by the employee and the department. A maximum of $200.00 or twelve (12) hours will be allowed to each officer in any fiscal year for fitness testing.

Longevity: The Longevity premium will be .5% (1/2 of 1 percent) of the entry level base pay (officer, dispatcher, animal control) per month per year of service for regular full-time employees. Longevity will be calculated as of June 30th of each year. Longevity will be paid to part time employees when they have reached 2080 hours. They will be paid at the rate of .5% (1/2 of 1 percent) of the entry level base pay per month for each 2080 hours accumulated. The amount that they have accumulated will be paid on the fiscal year like full time employees are upgraded. Seasonal part time employees and temporary employees will not accrue any benefits.

Bullet Proof Vests: The City shall furnish bullet proof vests for each Police Officer on a rotating five (5) year basis. The details of which vests are replaced will be scheduled between the Chief and bargaining unit. Vests shall remain the property of the City.

Uniform allowance / Brass: Each uniformed officer shall be paid up to $~~6~~1000.00 per year for uniform expenses. The amount will not be paid during the first year of employment if the department pays for the initial uniform expenses at hiring. Payment for uniform allowances will be made directly to employees as a payroll expense. A p~~P~~ayment of $500.00 will be made during the month of July and January of each fiscal year. The city will require receipts for eligible uniform expenses be provided to the Financial Officer prior to reimbursement. If the uniform allowance is not used within the 6-month period it will be forfeited.

Other uniformed employees who chose to wear approved workwear will be reimbursed as follows, Employees working over twenty hours per week shall be paid up to $270 per fiscal year. Each part-time employee under twenty hours per week shall be paid up to $150 per fiscal year for uniform purchases. When an employee ceases to be employed by the City of Lewistown, an amount of 20% of the allowance will be withheld from the employee's final paycheck for each full un-worked quarter of the 12 months for which the allowance was paid.

Canine Officer: The additional duties of Canine Officer may be opened to officers of the Lewistown Police Department meeting the following criteria: Must be a high school graduate or its equivalent, supplemented by continuing education courses in law enforcement or related subjects plus a minimum of three years' experience in law enforcement; off probationary status with the Lewistown Police Department prior to attending canine training and subsequent certification; shall agree to the terms and sign a binding contract. Failure to agree to all the terms stated or sign the contract will result in immediate removal from the Canine Unit.

The officer accepted into this position will be compensated with a stipend in the amount of $200 per month, plus 2-hour callouts.

The officer in this position serves at the pleasure of the Chief of Police and may be relieved from the canine program at any time.

Field Training Officer: Each employee that is in the process of training a new hire shall be compensated $~~1~~2.00 for each hour for which they are actively training this individual. This pay only applies to actual hours works and shall not include sick, vacation or etc.

Communications Officer: A probationary communication officer shall move to communication officer once all of the following conditions are met; successful completion of their 6 month (1040 hour) probationary period; completion of the Montana Law Enforcement Academy 911 Basic Telecommunication Course; and obtaining the CJIN/NCIC operator certification. The Chief will provide a letter documenting this to the Finance Officer and the additional pay will begin one month after receipt of the letter.

Senior Communications Officer: Once a Communications Officer has worked for the City of Lewistown for 3 years, they shall receive senior pay. There shall be another increase in pay at the 6 year mark. 1 year is equal to 2080 hours.

ADDENDUM "B"

Yearly salary amounts for payroll purposes based on 2080 hrs Wage Adjustments for all positions in Bargaining Unit

Position	2026~~3~~ ~~$2.50~~	2027~~4~~ ~~$1 plus Min 3% Max 6%~~$1 plus CPI (Min 3% Max 6%)	2028~~5~~ $1 plus CPI (Min 3% Max 6%) ~~Max 6%~~
Captain	$~~31.10~~38.75		
Senior Sergeant / Lieutenant	~~$28.66~~95%		
Sergeant	~~$27.11~~90%		
Senior Patrol Officer (3 yrs experience)	~~$26.35~~87%		
Patrol Officer	~~$25.70~~85%		
Communication Officer Supervisor / Coordinator / IT	$~~24.25~~32.00		
Communication Officer II	~~$23.08~~95%		
Senior Communication Officer (6 yrs experience)	~~$22.09~~90%		
Senior Communication Officer (3 yrs experience)	87%		
Communication Officer	~~$21.89~~85%		
Code Enforcement Officer	~~$21.11~~26.00		

City's CPI calculation
https://www.usinflationcalculator.com/inflation/consumer-price-index-and-annual-percent-changes-from-1913-to-2008/

MEMORANDUM OF UNDERSTANDING

This Memorandum Of Understanding (MOU) is entered into this 25 day of September 2026, by and between the City of Lewistown and Fergus County to address each entity's responsibilities as it pertains to the maintenance of public bridges and culverts within the corporate limits of the City of Lewistown.

Whereas, MCA § 7 – 14 – 2201 provides:

Maintenance and control of bridges. (1) Each board of county commissioners shall maintain all public bridges other than those maintained by the department of transportation.

(2) The board shall manage and control all bridges referred to in this part. It shall direct the method and time of making repairs, planking, replanking, paving, and repaving.

(3) (a) Whenever a bridge needs repair or becomes dangerous for the passage of vehicles or persons, the board, or the county surveyor if the surveyor is in charge, shall repair the bridge upon being notified of the need for repair.

(b) This subsection (3) may not be construed as holding the board or any member responsible or liable for anything other than willful, intentional neglect or failure to act.

(4) In this part, "public bridges" means public bridges located in towns or cities and bridges located on county roads maintained by the county.

Whereas, the county's duty to maintain bridges extends to culverts as well. 38 A.G. Op. 39 (1979).

Whereas, MCA § 7 – 14 – 2204 "Construction and maintenance of bridges in municipalities" provides:

1) Each board of county commissioners shall construct and maintain every bridge over a natural stream necessary to be constructed and maintained in any city or town.
2) The city or town in which any such bridge is situated shall pay the whole or such part, not less than one-half, to be determined by the board, of the cost of planking, replanking, paving, or repaving the bridge approaches.
3) Such bridges and all persons on them shall be subject to the reasonable police regulations of the city or town in which any such bridge is situated.

Now, therefore, the parties agree as follows:

I. General

1) The county agrees that in accordance with State Law, it is responsible for all maintenance, repairs, placements of public bridges and culverts located within the City. As used herein, the term "public bridges" shall include culverts.
2) The City may, in its discretion, authorize the County to perform all maintenance and repair without engineering. Such authorization shall be provided in writing.
3) Replacement of bridges shall be performed in accordance Fergus County Road and Bridge Standards and plans developed by a licensed engineer.
4) All bridges shall be maintained, repaired or replaced to provide a minimum Montana State load rating not less than 6 tons. Any bridge failing below the 6-ton load-rating minimum will be evaluated and scheduled for timely repair or replacement.
5) As used in the agreement, the term "deck" or 'decking" shall be that portion of the bridge structure upon which road surfacing materials are applied. The term "plank" or "planking" shall mean the non-structural, finished road/driving surface if the bridge.

II. Engineering

1) The current bridge reports can be found on the MDT's Structure Management website.
2) The City will review the inspection results and provide the County with its preferred engineered option, with the cost of engineered plans provided at the City's expense. The County may utilize the City's plans or provide the city with an engineered alternative developed at the County's expense. The parties shall agree on a maintenance, repair or replacement option, as funding and priorities allow.

III. Bridge repair/replacement.

1) Fergus County shall be responsible for all maintenance, repair, and replacement of public bridges as follows:
    a. Bridge superstructure
    b. Bridge deck structure including:
        i. Deck structure wooden beams.
        ii. Deck structure concrete.
    c. Bridge abutments, including:
        i. All maintenance and replacement of bridge abutments
        ii. Abutment wings (wood/concrete/steel)
        iii. Damage to any existing road due to any partial or complete failure of a bridge/culvert including:
            - Sub-base failure
            - Base failure

- City will be responsible for base gravel and surface coat up to 12 inches below finish grade of bridge deck.

2) Pursuant to MCA § 7-14-2204(2), the city shall be responsible for not less than 50% of the cost for the following bridge items:
    a. Finish surface applied over bridge deck (gravel or paving) not to exceed 4 inches.
    b. Base and finish surface on bridge abutments
        i. Up to bridge deck width.
        ii. Up to 12 feet from end of the bridge superstructure outward.
        iii. Up to 12 inches from finish grade of bridge deck to include base gravel and top finish (gravel or paving).
3) Prior to commencement of any work, the City and County shall agree on the specified engineering and then develop a written schedule for the proposed scope of work to include a reasonable period for construction and the extent of the City's responsibility for ant costs above the minimum 50%. Both parties shall approve the schedule.
4) Upon completion of work, and acceptance by the City, the County shall submit its invoice to the city for any costs it incurred for surfacing costs, to include planking, replanking, paving, or repaving as previously agreed. City shall submit payment for such costs within 30 days.

5) Attached hereto as exhibit A is the current inventory of bridges currently located within the City of Lewistown. Such inventory shall be updated each time a bridge is repaired/replaced or inspected by the Montana Department of Transportation and can be seen on MDT's Structure Management website.

This MOU may be amended or terminated at any time upon 6 months written notice by either party. Any amendments hereto shall only be efficient upon written approval by both entities.

Effective the date first written above.

BOARD OF COUNTY COMISSIONERS:

_____

BOARD OF CITY COMISSIONERS:

_____

AXILON LAW

Phone: 406.294.9466
Fax: 406.294.9468

axilonlaw.com

Brent Brooks
bbrooks@axilonlaw.com

October 30, 2026

Ms. Holly Phelps
City Manager
305 W. Watson Street Suite 3
Lewistown, MT 59457
hphelps@ci.lewistown.mt.us

Re: Engagement To Represent City of Lewistown As Interim Deputy City Attorney For City Court Misdemeanor Prosecutions

Dear Holly:

Thank you for asking me to represent the City of Lewistown (City) in Lewistown City Court misdemeanor cases. It is my understanding that you need such assistance on an interim, as needed basis. Whenever our firm is engaged to provide legal services, we put the terms of the engagement in writing. That is the purpose of this letter.

Engagement

I will represent the City as directed by you in the prosecution of misdemeanor cases in Lewistown City Court. This will require continuous City Court appearances as scheduled by the City Court Judge. Based on our recent past discussions in which you welcomed additional attorney assistance, it is my understanding that Mr. Scott Pederson, an experienced prosecuting attorney in Billings, may contact you separately to also assist you and collaborate with me in the prosecution of Lewistown City Court cases. He will also likely send you a separate engagement letter similar to this one. Scott is a former Deputy Yellowstone County Attorney now in private practice, very experienced and is currently prosecuting cases on a contract basis for other jurisdictions such as Stillwater County, Montana, and City of Red Lodge Montana.

Rates

Generally, my services will be billed on an hourly basis. My rate is $175.00 per hour. Our firm's hourly rate for associate attorney work is billed at $150.00 per hour, and paralegal assistance is $110 per hour. By comparison, our firm typically bills at an hourly rate of $350 for our partner attorneys and $225 for associate attorneys representing private, non-governmental clients. Separate from any concurrent representations you request with Mr. Pederson, other attorneys, legal professionals, or consultants may perform work for you, which will be billed to

you at reasonable and appropriate hourly rates. I think that will be very infrequent if at all with criminal misdemeanor prosecutions and we will not engage their work without your prior approval. Our hourly rates may be adjusted at the beginning of each calendar year. I will be the primary attorney from our firm assisting you but there may be an occasional need to have my partner Rick Landers or an associate attorney or paralegal assist you. You will find that I am conservative with billing and do not charge for many calls, emails, etc.

Costs

We will not bill you for long-distance calls or for providing copies of documents provided by e-mail. We will bill for extraordinary telephone charges, such as conference calls, and for copying charges to reproduce voluminous documents and postage to mail them to you or to others. I prefer to send copies of most documents by email because it is easier for me and our staff and less expensive for you. We will charge for the costs of extraordinary computerized legal research, travel expenses, wire-transfer fees, and other expenses directly related to representing you. Currently I charge for vehicle travel mileage at .70 per mile. I do not charge any hourly rate during that travel.

Retainer

We do not require a retainer for local government clients.

Billing and Payments

We will usually bill you once a month. Please let me know if any particular billing method, format or monthly date is required. Our statement will usually be emailed from our billing software or directly from me or an office assistant as a pdf invoice and will detail the services performed, hours and expenses incurred. We will need a point of contact and an address to send our statements. I assume you will be the contact person and I assume it will be the street address listed above however if not, please let me know. If you ever have questions or concerns about any statement, please call me immediately. Please make checks payable to Axilon Law of Montana, PLLC and mail them to:

Axilon Law of Montana, PLLC
270 W. Kagy Blvd, Suite F
Bozeman, MT 59715

Cooperation and Candor

Because I cannot represent you and the City adequately without complete and accurate information, you and city elected or appointed officials agree to be truthful, to cooperate with our firm, to promptly provide us all documents and other information related to our engagement, and to keep us informed of developments related to our engagement and of any changes to your addresses, telephone numbers, or whereabouts.

Termination

You may discontinue using our services or change to other counsel at any time. Notice of such a change should be in writing to me. We may terminate our representation of you if you

fail to pay our bills when due, or if you insist that we pursue objectives that we consider repugnant, imprudent, unprofessional, or unethical. Regardless of who terminates our relationship or why, you must pay for services provided and costs incurred through the date of termination.

The remaining terms of our engagement shall be governed by the Montana Rules of Professional Conduct. If any of the terms stated in this letter are inconsistent with your understanding of our discussions last week or if you have any questions, please let me know. Otherwise, please sign below and return a copy to me by email. On behalf of Axilon Law, I again very much appreciate your trust in me and the opportunity to provide assistance in the prosecution of Lewistown City Court cases generated by the Lewistown Police Department. I look forward to working with you, the Police Department, other City staff and potentially Mr. Pederson.

Brent Brooks
Axilon Law of Montana, PLLC

Agreed to this ____ day of November 2026.

_____
Holly Phelps
Lewistown City Manager

Email address to be used:

Alternate or additional email addresses: _____

I would like to receive my billing statement by: ❑ E-Mail ❑ Mail