Stevensville Special Town Council Meeting
Agenda for
MONDAY, AUGUST 31, 2026
6:30 PM
206 Buck Street, Town Hall

1. Call to Order and Roll Call
2. Public Comments (Public comment from citizens on items that are not on the agenda)
3. New Business
    a. Discussion/Decision: On Personnel Third-Party Investigation Contract
4. Adjournment

Welcome to Stevensville Town Council Chambers

We consider it a privilege to present, and listen to, diverse views.

It is essential that we treat each other with respect.
We expect that participants will:

✓ Engage in active listening
✓ Make concise statements
✓ Observe any applicable time limit

We further expect that participants will refrain from disrespectful displays:

✖ Profanity
✖ Personal Attacks
✖ Signs
✖ Heckling and applause

Guidelines for Public Comment

Public Comment ensures an opportunity for citizens to meaningfully participate in the decisions of its elected officials. It is one of several ways your voice is heard by your local government. During public comment we ask that all participants respect the right of others to make their comment uninterrupted. The council's goal is to receive as much comment as time reasonably allows. All public comment should be directed to the chair (Mayor or designee). Comment made to the audience or individual council members may be ruled out of order. Public comment must remain on topic, and free from abusive language or unsupported allegations.

During any council meeting you have two opportunities to comment:

1. During the public comment period near the beginning of a meeting.
2. Before any decision-making vote of the council on an agenda item.

Comment made outside of these times may not be allowed.

Citizens wishing to speak during any public comment period should come forward to the podium and state their name and address for the record. Comment may be time limited, as determined by the chair, to allow as many people as possible to comment. Comment prior to a decision-making vote must remain on the motion before the council.

Thank you for observing these guidelines.

File Attachments for Item:

a. Discussion/Decision: On Personnel Third-Party Investigation Contract

Town of STEVENSVILLE Montana

Stevensville Town Council Meeting

Agenda Item Request

To be submitted BEFORE Noon on the Wednesday immediately preceding the Thursday agenda publishing deadline (8-days ahead of the meeting).

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Jim Crews
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	4067775271
Submitter Email:	mayor@townofstevensville.gov
Requested Council Meeting Date for Item:	August 31, 2026 @ 1830
Agenda Topic:	Discussion/Decision: On Personnel Third-Party Investigation Contract
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	August 31, 2026
Notes:	

CROWLEY | FLECK PLLP
ATTORNEYS

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Via Email
August 26, 2026
Lindley Law, LLC
Attn: Christine Lindley
PO Box 370
Victor, MT 59875
christine@lindleylawllc.com

RE: ***Engagement Agreement – Employment Investigation***

Dear Christine:

This letter confirms that the Town of Stevensville retained Crowley Fleck PLLP ("Firm") in connection with an employment investigation. This letter and the enclosed Standard Terms of Engagement for Legal Services contain the terms of the engagement.

Client. Our client in this matter is Town of Stevensville ("Client") and Christine Lindley is not represented individually.

Scope of Engagement. Client retained the Firm to represent Client regarding a discrimination complaint made by an employee ("Engagement"). Our Engagement is limited to this matter only, and unless otherwise agreed in writing, the Firm has not been engaged to represent Client or Client's interests in any other matter, related or unrelated. The Firm will not give business, investment, insurance, tax, or accounting advice.

Special Consent to Existing and Prospective Conflicts. Client consents and waives existing and future conflicts as a material condition to this agreement. Our Firm is a relatively large law firm and represents many other companies and individuals. Client requested representation from our Firm regarding an investigation regarding an employee complaint. The Firm represents a large number of diverse individual and commercial clients with matters adverse to the Client ("Adverse Clients"). Our Firm is often also asked to work on matters in which Client is considered adverse for purposes of the applicable rules of professional conduct. These matters include, without limitation, commercial transactions, zoning disputes, property rights, regulatory compliance, tax disputes and appeals, insurance coverage litigation, licensing and permitting applications and disputes, and other litigation or transactional matters, including issues involving City agencies, departments, or governmental or quasi-governmental entities.
As a condition of this engagement and to avoid repeated requests for conflict waiver, Client agrees that our representation of Client in this matter will not disqualify our Firm from opposing Client in other matters, including litigation, that are unrelated to the subject matter of this representation, and Client consents to any conflict of interest with respect to those representations. The Firm

agrees, however, not to use any proprietary or other confidential information of a nonpublic nature concerning Client acquired by the Firm as a result of our representation of Client to Client's material disadvantage in connection with any litigation or other matter in which the Firm is opposed to Client. Client understands and acknowledges that the Firm will maintain all confidences of its respective clients, and none of the parties have any expectation that the Firm will share confidential information received from one client with the other client, no matter how pertinent that information may be.

By signing in the places indicated below and returning the duplicate of this letter, Client, by and through its authorized representatives, formally consent to this Firm's representation of the Adverse Clients, and formally waive all rights to assert a conflict of interest or any claims arising from that conflict of interest in the Firm's representation of the Adverse Clients with regard to unrelated matters arising in the future.

~~**Prospective Conflict Waiver.** Our Firm is a relatively large law firm and represents many other companies and individuals. During the time the Firm represents the Client, the Firm may also represent other present or future clients in disputes or transactions adverse to the Client that are unrelated to this representation.~~

~~Based on the foregoing, Client agrees that our representation of Client in this matter will not disqualify our Firm from opposing Client in other matters, including litigation, that are unrelated to the subject matter of this representation, and Client consents to any conflict of interest with respect to those representations. The Firm agrees, however, not to use any proprietary or other confidential information of a nonpublic nature concerning Client acquired by the Firm as a result of our representation of Client to Client's material disadvantage in connection with any litigation or other matter in which the Firm is opposed to Client.~~

Fees. My current hourly rate for the Engagement is $415.00. Client will reimburse the Firm for any out-of-pocket expenses the Firm incurs on Client's behalf. The Firm will, of course, consult with Client about any extraordinary expenses outside of the expected and necessary costs of representation. Depending on the amount and type of expenses, the Firm may ask Client to pay them directly. The Firm will generally ask Client to pay any expenses exceeding $2,500.

Timely payment is important, and the Firm will expect payment within thirty (30) days of receipt of the invoices.

Standard Terms of Engagement for Legal Services. We have attached and incorporated in this letter the Firm's Standard Terms of Engagement for Legal Services. Please review them carefully. If they are acceptable, please sign the letter in the space below and return a copy to me, or alternatively please respond by email stating that Client accepts these terms, so that we may begin work on the matter. Please call or email me with any questions. We appreciate the opportunity to work with you on this Engagement.

Sincerely,

CROWLEY FLECK PLLP

cwilmot

Carina Wilmot

CW
Enclosures

The undersigned hereby accept(s) and agree(s) to the terms of the Engagement set forth in this letter and the Standard Terms of Engagement for Legal Services.

Date: _____________

Town of Stevensville

By:_________________________________

Standard Terms of Engagement for Legal Services

Overview

These Standard Terms of Engagement for Legal Services ("Standard Terms") along with the Engagement Letter ("Letter") comprise the entire Engagement between the client identified on the first page of the Letter ("Client") and Crowley Fleck PLLP ("Firm") and explain the terms under which the Firm will provide legal services to Client in the Engagement. Any defined term in the Letter shall have the same definition in the Standard Terms. In the event of a conflict between the provisions in the Standard Terms and the Letter, the provisions in the Letter shall control.

Communications

Client agrees to be candid and cooperative with the Firm and to provide the Firm with full, complete, and truthful information. Client will communicate with the Firm before communicating with any parties, witnesses, or their counsel, or with any experts or consultants, about the Engagement.

Client agrees to inform the Firm, in writing, of any changes in Client's name, address, telephone number, contact person, or email address. The Firm will endeavor to keep Client sufficiently informed about the Engagement for Client to make informed decisions.

Client acknowledges that any opinion or belief that any member of the Firm expresses from time to time about the Engagement, including various courses of action and the results that might be anticipated, is intended merely to be an expression of opinion based upon information available to the Firm at the time and not a promise or guarantee of any result favorable or otherwise.

To increase the Firm's efficiency and responsiveness, the Firm will use electronic communication devices. Although use of such devices may place Client's confidences and privileges at risk, Client authorizes the Firm to use these electronic communication devices, such as computers, cell phones, tablets, etc.

Affiliations by Client

Client agrees that, unless specifically stated otherwise in the Letter, the Firm does not represent any of Client's affiliates, subsidiaries, constituents, parents or related individuals, officers, directors, partners, members, shareholders, employees, independent contractors or agents (collectively, "Affiliates"). Client agrees that the Firm's representation of Client in the Engagement does not give rise to an attorney-client relationship between the Firm and any of Client's Affiliates. Further, the Firm's representation of Client in the Engagement will not give rise to any conflict of interest should the Firm represent clients adverse to any of Client's Affiliates.

Estimates

The fees and costs relating to the Engagement are not predictable. Accordingly, the Firm has made no commitment to Client about the maximum amount of fees and costs necessary to complete the Engagement. Any estimate of fees and costs that the Firm and Client may have discussed orally or in writing represents only an estimate of such fees and costs. Client also understands that payment of the Firm's fees and costs is not contingent on the outcome of the Engagement.

Consultations with General Counsel

In the Firm's representation of Client in the Engagement, it may be necessary for the Firm's lawyers to analyze or address their professional responsibilities or those of the Firm, and to consult with the Firm's General Counsel, or other lawyers in doing so. Client agrees that these consultations are protected from disclosure by the Firm's attorney-client privilege.

Protected Health Information

Federal and state laws impose duties on both clients and law firms to ensure the privacy and security of protected health information ("PHI"), which broadly includes identifiable health and personal information of individuals. Client should not send or transmit to the Firm any PHI in any format unless and until: (i) Client and the Firm have a current, signed Business Associate Agreement in place; (ii) the attorney has determined that the PHI is needed in the Engagement; (iii) Client has notified the attorney in advance of the transmission of the PHI; and (iv) the attorney has approved the manner by which PHI will be received by the Firm. Client must notify the Firm if Client anticipates that the Engagement will involve PHI, so that the Firm can arrange to allow its transmission to the Firm.

No Tax or Business Advice

Unless specifically stated in the Letter, or in a subsequent written communication between the Firm and Client, the Engagement will not include providing Client with tax advice pertaining to any federal, state, foreign, or local tax matter or issue, whether or not directly related to or affected by the legal matters that are part of the Engagement. Nor will the firm provide business advice, as distinguished from legal advice.

No Securities Advice

Unless specifically stated in the Letter, or in a subsequent written communication between the Firm and Client, our engagement does not include representation or advice about federal or state securities laws and regulations or about compliance with those laws and regulations. Client will not name the Firm, or provide any of our work product, in filings before any state or federal regulators or agencies.

No Corporate Transparency Act Advice; No Ongoing Corporate Transparency Act Monitoring, Reporting or Advising Services.

Unless specifically stated in the Letter, or in a subsequent written communication between the Firm and Client that is expressly agreed to by the Firm, the Engagement does not include representation or advice about any matters related to the Corporate Transparency Act ("CTA"). If the Engagement specifically includes advice related to CTA matters, the Firm's CTA-related advice and services are limited to the specific services stated in the Letter or in a subsequent written communications between the Firm and Client that is expressly agreed to by the Firm. The Engagement does not include, under any circumstances, any ongoing monitoring, reporting or advice with respect to CTA reporting and compliance, including whether any change has occurred that may require an entity to file an updated beneficial ownership information report with the U.S. Department of Treasury's Financial Crimes Enforcement Network ("FinCEN") or with respect to any change in the CTA rules, guidance or other law that may impact CTA reporting obligations. In no event shall the Firm have any obligation to notify Client or monitor for changes that may require updates or amendments to the Client's CTA reports even if the Firm becomes aware of them.

Fees and Billing

Unless otherwise stated in the Letter, the Firm's fee will be determined by the amount of time spent on the Engagement multiplied by the applicable hourly billing rates. Each of the Firm's billing professionals and other personnel is assigned an hourly rate that reflects that person's experience, skills, reputation, and ability, as well as prevailing market demand. The Firm's time will be recorded in rounded tenths of an hour, with one-tenth (0.1) the minimum for any activity.

The Firm may revise the staffing of the Engagement as it deems efficient. The Firm's billing rates are adjusted from time to time, generally once a year, usually in January, to reflect then current levels of legal experience, changes in overhead costs, market conditions, or other appropriate considerations. These adjustments will be confirmed on invoices reflecting the new rates.

The Firm typically incurs costs in connection with the Engagement. These costs may include postage, delivery charges, copy charges, online legal research and related expenses, travel expenses including airline, car rental or service, parking, mileage, meals and hotel costs, and use of outside service providers including court reporters, consultants, or experts. Client agrees to reimburse the Firm for any costs and expenses incurred in the Engagement. If the Firm anticipates that substantial expenses will be incurred on Client's behalf, the Firm will advise Client and may request that Client pay these expenses directly.

Unless otherwise stated in the Letter, the Firm will issue regular invoices that detail the fees and costs incurred in the Engagement, usually on a monthly basis. The time charged will include all time the Firm devotes to the Engagement.

Payment is due within (30) days from the date of invoices. Unpaid invoices will accrue interest at five percent (5%). If an invoice is not timely paid, the Firm may withdraw from the Engagement. If necessary due to nonpayment, the Firm may file a motion with the court to withdraw as counsel in the Engagement and Client shall not oppose said motion.

Although the Firm attempts to capture all fees charged and disbursements made on Client's behalf through the billing period set forth in each invoice, usually the prior month, there may be fees or charges incurred earlier that appear on subsequent invoices.

Third-Party Payor

Unless agreed to in writing between Client and the Firm, even though a third party ("Third Party Payor") may have agreed to pay the fees, costs, and expenses incurred in the Engagement, Client agrees to be ultimately responsible for payment of all fees, costs, and expenses incurred in the Engagement. If Client has advised the Firm that a Third Party Payor will be paying some or all of the invoiced amounts, Client acknowledges that, should Client instruct the Firm to share confidential information with that Third Party Payor, including information contained on invoices, Client may lose any privileges or protections that may apply to that information.

Client's Obligation to Place Insurance Carrier on Notice

If Client has not already done so, Client should put any insurer(s) on notice of any claims that have been or could be made relating to any matter within the scope of the Engagement, to help avoid any insurer denying the claim for late notice.

Conclusion of Engagement and Client Files

Unless previously terminated, the attorney-client relationship between Client and the Firm related to the Engagement will terminate when the Firm sends to Client the Firm's last invoice for services rendered in the Engagement in which attorneys at the Firm enter time. Unpaid balance, collection efforts, or subsequent repeat invoices do not indicate ongoing attorney-client relationship.

Client may terminate the Engagement at any time. The Firm may terminate the Engagement subject to applicable ethical and legal requirements. If permission for withdrawal is required by a court or other tribunal, the Firm may request that permission, and Client agrees not to oppose the Firm's request. Client will remain obligated for any fees, costs, and expenses incurred through the later of the effective date of the termination or the withdrawal.

Under the Firm's Records Retention & Disposal Policy, as may be modified from time-to-time, the Firm may securely dispose of files as early as ten (10) years after a matter is closed. It is Client's responsibility to notify the Firm of any changes in Client's mailing address so that the Firm can properly notify Client. If Client's mailing address is out of date in the Firm's records at the time of the foregoing notice, Client agrees that the Firm may securely destroy files that Client has not previously requested be returned to Client.

The Firm and Client agree that lawyer work product, and copies of any electronic discovery documents or data, are the property of the Firm. Lawyer work product includes, for example, drafts, notes, internal memoranda, and electronic files, and lawyer representation and administration materials, including related lawyer-client correspondence and conflicts materials.

Future Changes in the Law

Client acknowledges that, after the Engagement has terminated, the Firm has no continuing obligation to advise Client of future legal developments, unless Client subsequently engages the Firm to do so.

Severability in Event of Partial Invalidity

If any provision of the Engagement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Engagement will be severable and will remain in effect.

E-Discovery Tools and Rates

The Engagement may involve the collection, processing, review and production of electronically stored information ("ESI"). The Firm utilizes an electronic discovery ("e-Discovery") system to efficiently manage and analyze large volumes of ESI. Unless otherwise agreed in writing, the Firm will use the appropriate e-Discovery tool for this Engagement. The rate for use of these tools is $12.00 per GB hosted per month on the e-Discovery platform ("Data Charges"). The Firm will bill the monthly Data Charges as a cost on Client's bill. We may also involve attorneys and paralegals with experience in e-Discovery with the types and volumes of ESI expected in the Engagement as needed. Their hourly rates will be within the ranges listed above. Client will pay the Data Charges as well as billable time devoted to e-Discovery for the Engagement. ESI will be maintained within the e-Discovery system and subject to monthly Data Charges only while the matter remains active and is not subject to the Firm's Records Retention & Disposal Policy.