



**Stevensville Town Council Meeting
AMENDED Agenda for
THURSDAY, JUNE 25, 2020
7:00 PM**

LOCATION: North Valley Public Library, 208 Main Street

CAPACITY IS LIMITED DUE TO SOCIAL DISTANCING REQUIREMENTS

The Town of Stevensville live streams Town Council and board meetings on our website at www.townofstevensville.com/meetings.

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Public Comments (Public comment from citizens on items that are not on the agenda)
4. Approval of Minutes
 - a. May 21, 2020 Board of Adjustment Meeting
 - b. June 4, 2020 Special Council Meeting
 - c. June 9, 2020 Budget Workshop
 - d. June 16, 2020 Budget Workshop
5. Approval of Bi-Weekly Claims
6. Administrative Reports
7. Guests
8. Correspondence
 - a. Letter of concern from Terry Rosin, RE: College street speeding
9. Public Hearings
10. Unfinished Business
11. New Business
 - a. Discussion/Decision: HDR Task Order No. 6, 3rd Street Pavement Preservation Project
 - b. Discussion/Decision: Sublease and Operating Agreement with Stevensville Rural Fire District
 - c. Discussion/Decision: Late fees on utility bills, non-payment service suspensions during COVID-19 pandemic emergency
 - d. Discussion/Decision: Code of Conduct violations, Oath of Office violations and Improper Influence all conducted by Robert Michalson against Dempsey Vick
12. Executive Report
13. Town Council Comments
14. Board Reports
15. 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:

May 21, 2020 Board of Adjustment Meeting



**Stevensville Board of Adjustment Meeting
Agenda for
THURSDAY, MAY 21, 2020
7:00 PM**

1. Call to Order and Roll Call

Roll Call: Mayor Dewey, Councilmembers Devlin, Michalson, Holcomb and Vick were all present on the Virtual meeting via Zoom. Mayor Dewey and Clerk, Monica Hoffman, Schrock Construction representatives, Mr. & Mrs. Laursen, Kent Means, Dr. Moore (School District) and Ryan Salisbury were also present.

2. New Business

- a. Public Hearing/Discussion/Decision: Petition for Variance at 106 E. 4th Street, adjusting the off-street parking requirement

Mr. Laursen explained his intent for the building use, including for personal space and expanding the building for an increased square footage. He is selling his farm, relocating some equipment and files to that location for his own hobby purposes.

Councilmember Vick asked Mayor Dewey if a business license would be required for this personal use, currently zoned as C-1. Mayor Dewey explained that personal storage does not fit under a C-1 zone, therefore that use would not be compatible with that zone today.

Schrock Construction, Mr. Laursen would like to improve the quality of the building, and if he were to sell the building at a later time, those owners would be able to open a business under the zoning in which it is zoned at that time; I felt as the builder, to improve the building, and have that variance for parking, would be good for the community.

Councilmember Devlin, asked about the timeframe; Initial use for storage and the intention of use long term, a year down the road, as C-1 is not permitted for personal storage.

Mr. Laursen explained his definition of storage, as he would be using it for a welder, shop/farm equipment, and he would like to build a playhouse. It is "personal use space" but not used as a storage for household goods.

Councilmember Vick asked about the storage as permanent.

Mayor Dewey, as the code reads, it is not worded a certain type of storage, the zone is c-1, so that a business can operate in that zone. The latitude is not there to allow this type of use as described.

Councilmember Michalson, he has walked through the building; He also received a phone call from the town's attorney, about some emails from his personal email address to

Councilmember Holcomb, and in those, states he would be requesting from the Mayor, Mr. Laursen be refunded his \$450 and has been treated unfairly in this whole process, and did send this to Mrs. Holcomb's town email; There were no decisions made Mr. Owens wanted me to make that known to keep the town from litigations. He had received correspondence to this. Mr. Michalson read off letters from business owners, Brian Potton, Valarie Hixon, Sue Justus, and Jon Vercruyssen; (Please see the attached correspondence). The main issue is the non-

compliance of the off-street parking of 10 required spaces. Mr. Michalson stated that this has been a loosely enforced rule and would like to see everyone support this.

Mayor Dewey explained the enforcement of the off-street parking requirement and building square-footage. No variance has been declined, as the variance request is before the BOA tonight.

Mr. Laursen has been in that building for the last 2 years, if the use is not compatible for that code specifications and as of right now, the use for the building does not meet the code for that neighborhood.

Mr. Michalson stated that because we are our own municipality, we can vote this in, even though code does not permit the use for the zone.

Ms. Devlin inquired why some exceptions are made, and others not. When a use is not compliant with zoning use, a conditional use permit is then applied for, goes to PZ, then to Council. A variance appeals a hardship for the property owner, then goes in front of the BOA. A variance does not grant new uses for an incompatible zone.

Mr. Michalson asked why we are doing this now, when the permit has already been issued.

Ms. Holcomb asked why we cannot just re-zone the property, so that he can use it the way he wants to.

Mayor, responded the C-3 zone and spot-zoning is not recommended and the hardship is not clearly defined.

Mr. Schrock would like to see an answer for Mr. Larsen and his property tonight.

The conversation continued about the process Mr. Laursen has gone through. Schrock

Construction asked if an auto body repair shop would be allowed under the current zoning;

Mayor Dewey replied with, No, "vehicle repair" is not under a C-1 zone, as it falls under C-3.

That property falls under non-conforming use, and since that business has stopped for more than 12 months, that business is not grandfathered in.

Councilmember Michalson made a motion to approve the Variance for 106 E 4th St., modifying parking. The Motion was seconded by Council member Holcomb.

Mr. Vick stated that he has no problem with the parking, more-so the use of the property, in order for him to lawfully use the property for his intended use.

Mayor Dewey called for the vote: Michalson "Aye," Holcomb "Aye," Vick "No," Devlin "Abstain."

Ms. Devlin explained that she is abstaining from voting tonight because MT Municipal Official Handbook, *ex parte communication*. Ms. Devlin continued to read off emails between Mr. Laursen and Council members Holcomb and Michalson, consisting from *ex parte* communications prior to the meeting.

Ms. Holcomb Rescinds her vote. Mr. Michalson Rescinds his vote as well.

Mayor Dewey supports businesses in the community, although votes "No" to follow the rules of city code. The final vote on the motion includes, 2-Rescinds, 2-No, 1-Abstain. With the vote, the Variance for 106 E 4th St., modifying parking fails.

- b. Public Hearing: Agency Exemption for Stevensville Public Schools of 300 Park Avenue; off-street parking requirements and Phillips Street design standards

The board does not have a decision on this item this evening. Mr. Means explained the project at the school, including new additions to existing structures, new parking lots, a bus drop off area, and pedestrian facilities. This request would provide safer areas for students. Councilmember Vick asked about the map, in relations to the baseball and softball fields. Councilmember Michalson asked about the traffic for the housing developments east of that area.

Mayor Dewey, the Town has scheduled the next Council Meeting for June 4th, starting at 5pm, including the vacate and reestablishment of Phillips St. on the agenda.

3. Adjournment

The meeting adjourned at 8:38p.m.

APPROVE:

ATTEST:

Brandon Dewey, Mayor

Monica Hoffman, Town Clerk

Monica Hoffman

From: Bob Michalson
Sent: Wednesday, June 10, 2020 5:00 PM
To: Monica Hoffman
Subject: Fw: 106 East 4th

Correspondence from the Board of adjustments meeting on 5-21

From: ROBERT MICHALSON <mutt5784@msn.com>
Sent: Wednesday, June 10, 2020 4:52 PM
To: Bob Michalson <bob@townofstevensville.com>
Subject: Fw: 106 East 4th

From: Dave Laursen <drlaursen@yahoo.com>
Sent: Wednesday, May 20, 2020 7:40 PM
To: bobm@townofstevensville.com <bobm@townofstevensville.com>; ROBERT MICHALSON <mutt5784@msn.com>
Cc: Mari Laursen <mrlaursen@hotmail.com>
Subject: Fw: 106 East 4th

This is from Sue Justus, a Realtor for Exit. Her owner / broker Tina Coleman wrote this and sent it to her and she forwarded to me, offering her support for the project.

----- Forwarded Message -----

From: SUSAN JUSTUS <suejustus@msn.com>
To: Dave Laursen <drlaursen@yahoo.com>
Sent: Wednesday, May 20, 2020, 3:02:00 PM MDT
Subject: Fwd: 106 East 4th

"Service Before Sales"

Sue Justus
Broker/GRI/Alternative energy
EXIT Realty Bitterroot Valley
406 360 9799 📞

Request my mobile business card by texting servicebefore-sales to 85377

From: Tina Coleman <tina@exitrealtybv.com>
Sent: Wednesday, May 20, 2020 2:47:54 PM
To: drlaursen@yahoo.com <drlaursen@yahoo.com>
Cc: suejustus@exitrealtybv.com <suejustus@exitrealtybv.com>
Subject: 106 East 4th

To Whom It May Concern:

We do not have any issues with Mr. Laursen's parking request regarding the above address. We are always excited to see improvements made to older buildings in town and parking in this case is minimally required. His offer of solution should be granted with three off street parking only.

Thank you,

Max and Tina Coleman
EXIT Realty Bitterroot Valley
300 Main St,
Stevensville, MT 59870
406-375-9251

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Monica Hoffman

From: Bob Michalson
Sent: Wednesday, June 10, 2020 5:02 PM
To: Monica Hoffman
Subject: Fw: Support of parking variance

Correspondence from the BOA 5-21 meeting

From: ROBERT MICHALSON <mutt5784@msn.com>
Sent: Wednesday, June 10, 2020 4:53 PM
To: Bob Michalson <bob@townofstevensville.com>
Subject: Fw: Support of parking variance

From: Dave Laursen <drlaursen@yahoo.com>
Sent: Thursday, May 21, 2020 9:59 AM
To: ROBERT MICHALSON <mutt5784@msn.com>
Subject: Fw: Support of parking variance

From Jon at CJ's

----- Forwarded Message -----

From: Jon Vercruyssen <jonv.cjsden@gmail.com>
To: "drlaursen@yahoo.com" <drlaursen@yahoo.com>
Sent: Thursday, May 21, 2020, 10:21:04 AM MDT
Subject: Support of parking variance

As a neighbor to the property owned by Dave Laursen, we support his request for a variance to the 10 Off Street Parking requirement. As this is only a personal use building for himself we feel the request is fair to the city as well.

Jon Vercruyssen

Owner/manager
CJ's Den & Bears Lair

Monica Hoffman

From: Bob Michalson
Sent: Wednesday, June 10, 2020 5:03 PM
To: Monica Hoffman
Subject: Fw: Parking

Correspondence from the BOA meeting on 5-21

From: ROBERT MICHALSON <mutt5784@msn.com>
Sent: Wednesday, June 10, 2020 4:52 PM
To: Bob Michalson <bob@townofstevensville.com>
Subject: Fw: Parking

From: Dave Laursen <drlaursen@yahoo.com>
Sent: Wednesday, May 20, 2020 7:42 PM
To: bobm@townofstevensville.com <bobm@townofstevensville.com>; ROBERT MICHALSON <mutt5784@msn.com>
Cc: Mari Laursen <mrlaursen@hotmail.com>
Subject: Fw: Parking

This is from Valerie Hixon. She is a city resident, and business owner of Morningstar Cafe.

----- Forwarded Message -----

From: Rick Hixon <morningstar@cybernet1.com>
To: "drlaursen@yahoo.com" <drlaursen@yahoo.com>
Sent: Wednesday, May 20, 2020, 11:04:07 AM MDT
Subject: Parking

5-20-2020

To the City of Stevensville or whom it may concern:

As a Stevensville resident and business owner I really support the new building project going in at 106 E 4th. New buildings and new businesses are good for this town and its future. The requirements for parking are over the top and I feel should be re-evaluated. Most businesses do not have 10 parking spaces regardless of whether it is on street or off..

Sincerely Valerie Hixon
MorningStar Caffeine & Cuisine
308 Main Street
Stevensville, MT 59870

Monica Hoffman

From: Bob Michalson
Sent: Wednesday, June 10, 2020 5:05 PM
To: Monica Hoffman
Subject: Re: Correspondence which you presented

Monica,

I believe that I have sent you what I read at the 5-21 BOA meeting. I think Mr. Potton at Farmers Insurance sent you a copy for correspondence?. If not let me know.

regards

Bob Michalson
town council president
ward 2
town of stevensville

From: Monica Hoffman <monica@townofstevensville.com>
Sent: Wednesday, June 10, 2020 1:31 PM
To: Bob Michalson <bob@townofstevensville.com>
Subject: Correspondence which you presented

Councilmember Michalson,

I am currently constructing the BOA Meeting Minutes and am requesting those Correspondence Letters which you read from several citizens, as well as a letter from a citizen from the last Council Meeting from a "Pat?" which you read out loud during Council Comments in order to include those in the records.

MONICA HOFFMAN
TOWN CLERK
TOWN OF STEVENSVILLE
406.777.5271 x102
MONICA@TOWNOFSTEVENSVILLE.COM



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POTTON INSURANCE AGENCY, INC

Agent: Brian Potton

221 Main St

Stevensville, MT 59870

Auto Home Life Commercial Farm RV

Bus (406) 777-3626 Fax (406) 777-3526

05/19/2020

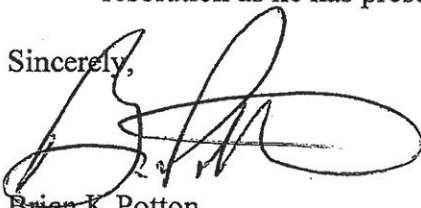
RE: Zoning variance Dave Laursen @ 106 E 4th St Stevensville MT

To whom it may concern,

It has come to my attention that the Mayor of Stevensville has decided to decline a variance to the Stevensville Off Street Parking Codes for Mr Dave Laursen and his property located at 106 E 4th Stevensville MT, stating that he must have no less than 10 off street parking slots available. Personally, I think this is one of the most ridiculous decisions ever made by the Town of Stevensville Zoning Dept. for several reasons:

- 1) You already had granted Mr Laursen the required building permit to the sum of \$3000 (non-refundable I assume), AFTER you required that he obtain a certified engineered building plan (another \$5000 charge...non-refundable). The town reviewed these plans and granted the required permits at that time.
- 2) This building while being zoned commercial is to be used for his own personal use. He cannot drive 10 vehicles to this property at one time.
- 3) As this is to be used as a private shop/garage, ALL 6000(est) square feet IS technically off street parking.
- 4) The Town of Stevensville HAS NOT enforced the square footage vs off street parking for decades! I would venture a guess that less than half of the Town's businesses comply with these off street parking regulations. You have long since established a precedence of your own non-compliance. Thus, it is not fair to draw this type of determination in this case. You have the obligation to treat every business and individual the same. Anything else is completely discriminatory.
- 5) Previous use of this lot was almost entirely by the patrons of other Main Street Businesses who by definition were trespassing (and nothing was said), or the collection of garbage or debris. I have personally viewed what Mr Laursen is trying to accomplish and as a downtown business owner, I see absolutely no reason to force this absurd determination on Mr Laursen. I strongly encourage you to negotiate a reasonable resolution as he has presented.

Sincerely,



Brian K Potton

President, Potton Insurance Agency Inc

File Attachments for Item:

b. June 4, 2020 Special Council Meeting

Stevensville Special Town Council Meeting
Minutes for
THURSDAY, JUNE 04, 2020
5:00 PM

1. Call to Order and Roll Call

Roll Call: Mayor Dewey, Councilmembers Devlin, Holcomb, Vick and Michalson. Staff and members of the community were also present.

2. Pledge of Allegiance

3. Public Comments

Patrick Should, 507 Central Ave. The recall efforts during a pandemic are reckless, with complete disregard to us all.

Raymond Smith, 326 Valley View. Certain Councilmembers have accused an elected official of forgery, and made personal comments and opinions about a certain council member. There is a bias that has been shown against Mr. Michalson, for him to do what the citizens have voted him in for, to expose the unethical and unlawful actions of the Mayor. Mr. Smith continues, with no one has answered his letter in more than 2 months.

Victoria Hall, suggested maybe having a time limit due to public comment taking up valuable business time. Thanked the town for the flowers on Main St.

Leslie Tadvick, 509 Mission St. Ms. Tadvick read off Mayor Dewey's campaign bullet points and his model of the town; Town Hall staff work for "us" and not Mr. Dewey and all staff tonight should resign and it's not fair to citizens that "we" pay your salaries while you put together a hate letter against the Council members and the "Dirty Dozen," as she is one of those members and very proud of it. Mr. Owens works for the town; With this recall, all 4 employees should resign as this is the wishes of the Town of Stevensville.

Jim Tadvick, 509 Mission St. Would like the variance request from Mr. Laursen to be brought back to the table to be approved. Also wondered if a customer was refunded back a customer reconnection fee.

Leanna Rodabaugh, 204 Ravalli St. Stated she was the one whom submitted the Recall Petition against Mayor Dewey. It is not necessary to read the Letter from Town Hall Employees because it is pointing out a particular group of people, as the Mayor "is not man enough," as certain correspondence is read over others'. The attorney's opinion is just an opinion, disregarding the attorney's opinion, Ms. Rodabaugh continued, reading a letter from Mr. Bell. The town attorney is hired to fix these problems, not to advise the Mayor on a recall.

4. Approval of Minutes

- a. March 12, 2020
- b. March 20, 2020

Councilmember Vick made a motion to approve minutes from March 12, 2020 and March 20, 2020. The motion was then seconded by councilmember Devlin.

(Citizen stood up, spoke out loud about how the Governor is wrong; Mayor Dewey advised that Public Comment is over.)

Mayor Dewey called for the vote, with the motion passing unanimously, 4-0.

Councilmember

5. Approval of Bi-Weekly Claims

Ratification of Claims #15819-15859
Ratification of Claims #15824-15909

These were claims paid out of cycle with the Covid-19 pandemic. Councilmember Vick made a motion to approve minutes from March 12, 2020 and March 20, 2020. The motion was then seconded by Councilmember Holcomb.

Ms. Holcomb questioned why the town is still paying for a \$2100 fee for IT services when the Council voted to cancel it. First Call is providing a month-to-month services, which was budgeted for. She inquired about a claim in the amount of \$3000 for MMIA. Mayor Dewey explained that was a claim related to the sewer dept.

Mayor Dewey called for Public Comment, then the Vote; Devlin "I," Vick "I," Holcomb "No," and Michalson "I." Motion Passes, 3-1.

6. Administrative Reports

Administrative Reports will be covered at next week's meeting.

7. Guests

8. Correspondence

Town Clerk, Monica Hoffman read correspondences:

- Letter from publishers of the Bitterroot Star, 5/4/2020
- Open Letter to Council from Employees, 5/18/2020
- Letter addressed to Council from 16 citizens, 6/2/2020
- Letter addressed to Council and Mayor from Kalkofens, 6/2/2020

Councilmember Michalson made a motion to suspend council rules and move items New Business, 11. a & b, to following item 9 of the Public Hearing. The motion was then seconded by Ms. Holcomb. Mayor Dewey called for public comment on the motion, then called for the vote. Motion passes unanimously, 4-0.

9. Public Hearings

Phillips Street Right-of-Way Vacate

Public Comment:

Jeff Motley, Fire Chief. He spoke to the engineers of the project and the Mayor about the fire hydrant located at Park & Phillips, which can be left there but there needs to be a new hydrant at the end of the new proposed street.

Town Clerk, Read a letter from David Hubble. The letter addressed his dissatisfaction with the school's money and construction. The school should just leave things alone.

Vicki Motley, Teacher at the school district. She spoke about the students' safety, as they currently need to cross the street to enter the playground.

Public Hearing was then closed.

- a. Discussion/Decision: Resolution No. 472, A Resolution Vacating the 80-foot Right-of-Way known as Phillips Street, Authorizing a Utility Easement

Councilmember Michalson made a motion to approve Resolution No. 472, A Resolution Vacating the 80-foot Right-of-Way known as Phillips Street, Authorizing a Utility Easement. The motion was then seconded by Mr. Vick.

Mayor Dewey called for Public Comment, Mayor Dewey called for the vote, with the motion passing unanimously, 4-0.

- b. Discussion/Decision: Resolution No. 473, A Resolution Establishing a 60-foot Right-of-Way known as Phillips Street

Councilmember Vick made a motion to approve Discussion/Decision: Resolution No. 473, A Resolution Establishing a 60-foot Right-of-Way known as Phillips Street
The motion was then seconded by Ms. Devlin.

Mayor Dewey called for Public Comment, then called for the vote, with the motion passing unanimously, 4-0.

10. Unfinished Business

- a. Discussion/Decision: Easement Contract with Jesse Reeves for future well field infrastructure
This item carries over from a meeting in November and March. The administration believes, with Council waving the right of first refusal, with good faith that Mr. Reeves will be doing the right thing with the land, honoring an easement for the Town. The attorney believes that no contract would hold in court. The administration recommends proceeding without a contract.

Mr. Michalson stated that he wished some sort of contract come forward. It was clarified that a contract would not hold weight. Mr. Owens stated that he would be willing to put a contract but without knowing where future wells would be, that unknown would not hold weight years later.

Councilmember Vick made a motion to reject the idea of having a contract prior to annexation. The motion was then seconded by Ms. Devlin.

Mayor Dewey called for Public Comment.

Steve Gibson. This has gotten so large, including wetlands, water rights, C-2 zone and annexation. The Reeves stated that they wanted to build a house to move their kids closer to town and hook up to sewer and water, with an easement to water rights.

John Kellog, PCI. Spoke on behalf of the Reeves family. A lot of issues have been addressed through this process. The city attorney has been in contact with the Reeves.

Stacie Barker, 104 Winslet. The location can be a concern for large commercial trucks going through that housing area.

Raymond Smith, 326 Valley View. With an annexation, we have to provide services, when we are already tapped out for services and fighting for our own water rights. There are wetland issues and the town having to maintain the streets, when we, again are tapped out.

Mayor Dewey called for the Vote; Holcomb "No," Devlin "I," Michalson "No," and Vick "I," 2-2, Mayor votes "I" and the motion passes, 3-2.

- b. Discussion/Decision: Resolution No. 470, annexing a Tract of Land Located in Section 35, Township 9 North, Range 20 West, 26.06 Acres, CS #691110-R Tract 1-B

The proposed zoning of the property is C-2. Mr. Reeves would like to connect to city municipal water and sewer and in exchange for annexation will provide for annexation will provide an easement for future well field infrastructure. This would be the time to discuss the C-2 zoning.

Councilmember Vick made a motion to put into place interim restrictions on the C-2 zoning the land as a single-family use and only a construction company. The motion was then seconded by Mr. Michalson.

Ms. Holcomb asked if Council received a letter from Planning and Zoning Board with their recommendation. Ms. Devlin asked Mr. Reeves the size of the construction company. Mr. Reeves replied with a small, custom, residential company.

Mayor Dewey called for Public Comment

Steve Gibson, asked for clarification on what the motion was. He would like the Reeves to build their home and hook up to water and sewer. This was never about annexation but easement. We have issues with wetlands and water rights.

John Kellog, PCI. The idea of applying for C-2 zoning was not done lightly, while also looking for the needs of the Reeves. The Reeves are aware of the water rights.

Leanna Rodabaugh, wondering what this will cost the town, not understanding what value it brings to the town.

Mayor Dewey replied to that concern, clarifying that the Reeves are responsible for connecting to the main line, and the value is property taxes.

Mayor Dewey called for the Vote; Holcomb "No," Devlin "No," Michalson "No," and Vick "I." Motion fails 3-1.

The motion on the floor: Approve annexation, with an interim C-2 zone, no restrictions. Mayor Dewey called for Public Comment.

Jeff Motley, Fire Chief. He understands everyone's worry but with it being left in the county, the city does not have any say, with it being annexed, there are now codes and regulations for the property owners to follow and control.

Steve Gibson, What the prior speaker said, the county takes care of the roads, it's opposite and would hope everyone listens to George.

John Kellogg, if someone were to want to subdivide, those extra hook ups would be the responsibility of that owner. C-2 is designed to be a buffer therefore this is a zone that does not produce a lot of noise. The folks at Twin Creeks needs to be aware of that. The residential uses of C-2, these are less intensive as you would think of commercial, set up to be less abrasive than the commercial side of it.

Vicki Motley, 318 9th St. Spoke about the maintenance of Logan and Middle Burnt Fork, why is the city responsible for the maintenance of that road toward that property. There is an axis on Middle Burnt Fork and Logan Road.

Mayor Dewey called for the vote, Mr. Vick "I," Michalson "No," Holcomb "No," Devlin "No." Motion Fails 3-1.

Mayor Dewey asked for clarification from Council on how they choose to proceed. Council would like more information and any questions are requested to be sent to the administration by Monday, and this agenda item will be on the Agenda for the next Council Meeting.

- c. Inter-local Agreement and a building lease agreement between the Town of Stevensville and the Stevensville Rural Fire District

Councilmember Michalson made a motion to reject the consideration of the item. This item was decided on by a previous Council with a 3-0 vote at a meeting in July. Ms. Holcomb seconded the motion.

Mr. Michalson objects to this and would like to see it move forward, the way it should have been done back in July.

Mr. Owens clarified that he did do a legal review. It was clarified by Ms. Holcomb that the lease was already approved. The minutes transcribed states, upon legal review. A "written" legal review was not provided, based on Mr. Owens' suggestion of separating the lease and inter-local agreement into two different entities.

Just for clarification, the motion right now is to object the agenda item. Mayor Dewey called for the vote, Mr. Vick "No," Michalson "I," Holcomb "I," Devlin "No." Mayor Dewey votes "No," Motion Fails 3-1.

Mr. Owens and Fire Chief, Jeff Motley spoke about the separation between the two documents, the leasing rural fire department leasing back certain amount of square footage of the building.

Councilmember Vick made a motion to accept the interlocal agreement, with the attorney's legal review provided. The motion was then seconded by Ms. Devlin. Mayor Dewey called for Public Comment, then called for the vote, with the motion passes unanimously, 4-0.

Councilmember Holcomb made a motion to accept the lease agreement between the Town of Stevensville and the Stevensville Rural Fire Dept, with the attorney's legal review provided. The motion was then seconded by Ms. Devlin. Conversation between Fire Chief, Interlocal Fire Board, Council, Attorney and Mayor Dewey continued; The 2000 Interlocal had \$5,000/YR

Mayor Dewey called for Public Comment, then called for the vote. The motion passes unanimously, 4-0.

11. New Business

c. Discussion/Decision: Contract Award for Managed IT Services to First Call Computer Solutions

Councilmember Holcomb asked if the bids were opened without Council. Mayor Dewey clarified, the bid was emailed and only one proposal was received. Mr. Michalson would like to have more advertisements, than one week in the Bitterroot Star; We would also like to see the bids opened in front of Council. Mr. Michalson would like to see the RFP's to be advertised in 3 different papers, for 2 weeks.

Discussion continued about past costs and the current cost, with managed IT Services.

Mr. Michalson read MCA Code on bids, and contracts are being approved. The HDR contract, later on the agenda tonight was advertised right but not opened in front of Council. Mayor Dewey corrected him and the section he read out of Municipal Code, those bids which exceed \$80,000 that's when that code is referred to; HDR tonight is not a bid, that is a proposal, there is no dollar amount with that, so how does that fit in with the administration not following the code? Mayor Dewey clarified the things we open in front of Council are in section 2-398. Mr. Michalson, disagreeing with the city attorney's opinion, it was then reminded that Mr. Owens, is the only one qualified to read and interpret the law.

Conversation among Council about another RFP took place.

Re-advertise RFP for Managed IT Services for 2 weeks in 3 different papers was agreed upon.

d. Discussion/Decision: Service Agreement between the Town of Stevensville and First Call Computer Solutions

e. Discussion/Decision: Contract Award for the 2020 Water System Preliminary Engineering Report to HDR Engineering

Councilmember Michalson made a motion to Contract Award for the 2020 Water System Preliminary Engineering Report to HDR Engineering The motion was then seconded by Mr. Vick.

The price is unknown at this time. HDR will draft a contract and come back to Council with this is how much it costs. The project will be funded by the water fund.

Mayor Dewey called for Public Comment, then called for the vote. The motion passes unanimously, 4-0.

- f. Discussion/Decision: Resolution No. 474, Establishing the maximum number of Police Officers of the Stevensville Police Department

Chief Marble spoke about the demographics of Stevensville and the need to increase the police force over time. The Town of Stevensville currently has 3 FTO's, while towns similar to our size have 6 FTO's. We need to have something set up for longevity for officers. He is not asking to fund 6 officers, he is asking Council to acknowledge the goals for the town, 6 FTO's as a goal.

Councilmember Vick made a motion to approve Resolution No. 474, Establishing the maximum number of Police Officers of the Stevensville Police Department
The motion was then seconded by Ms. Vick.

Mayor Dewey called for Public Comment

Steve Gibson, not sure why this is coming forth to Council a month before the budget but there are also things involved such as vehicles.

Leanna Rodabaugh, what is the cost for police retirement?

Mayor Dewey called for the vote, Mr. Vick "I," Holcomb "I," Devlin "I," Michalson "No." Motion Passes 3-1.

- g. Discussion/Decision: Resolution No. 475, Determining the wages and compensation of Police Department Personnel of the Town of Stevensville and Establishing an Effective Date

Item will not be addressed this evening. It is requested that Council review Resolution No. 475, the wage and compensation scale and if anyone has any questions prior to the Budget Workshop on 6/18/2020, to please email us those and we would be happy to address questions, concerns of feedback.

- h. Discussion/Decision: Resolution No. 476, Approving Appointed and Elected Officials and Contract Public Officers into the Employee Benefits Program

Mr. Michalson questioned what a contracted employee would include; Mayor Dewey used the judge's position as a contracted employee.

Councilmember Holcomb made a motion to approve Resolution No. 476, Approving Appointed and Elected Officials and Contract Public Officers into the Employee Benefits Program.
The motion was then seconded by Mr. Vick.

Mayor Dewey called for public comment before calling for the vote; Motion passes unanimously, 4-0.

12. Executive Report

Mayor Dewey gave his Executive Report. Budget Workshops have been scheduled for the next month @ 7pm, held at the NVP Library.

13. Town Council Comments

Councilmember gave comments.

14. Board Reports

15. Adjournment

APPROVE:

ATTEST:

Brandon E. Dewey, Mayor

Monica Hoffman, Town Clerk

File Attachments for Item:

c. June 9, 2020 Budget Workshop

Stevensville Budget Workshop
Minutes for
TUESDAY, JUNE 09, 2020
7:00 PM

1. Call to Order and Roll Call

Roll Call: Mayor Dewey, Councilmembers Michalson, Vick, Devlin and Holcomb were present. Staff, including Finance Officer, Town Clerk, Deputy Clerk, Police Chief, Police Clerk and members of the public were also present.

2. Unfinished Business

3. New Business

Mayor Dewey presented the Preliminary Budget, with Zero-Based Budgeting, presenting DRAFT Summary of Appropriations by Fund and Object, and Expenditure Budget by Org Report

a. Preliminary Budget Presentation

Salary review for all departments

Chief Marble explained the Police Department pay matrix model, which he is proposing to be adopted with the FY21 Budget.

Mayor Dewey explained that he will be proposing two new departments/positions within the organization's structure, which is included in the Budget. These two departments/positions include Parks & Recreation Department, with a Parks and Recreation Director and the Community Development Department/ Neighborhood Services, with a hybrid position including Economic Development & the Building Dept Clerk.

Draft Expenditure Budget and preliminary revenue projections/summary provided to
Town Council for review

Expenditures: Administration, Planning/Zoning, Finance, Legislative, Executive,
Economic Development, Building Maintenance

4. Public Comments

No Public Comment at this time.

Meeting adjourned at approximately 9:07 p.m.

APPROVE:

ATTEST:

Brandon E. Dewey, Mayor

Monica Hoffman, Town Clerk

Adjournment

File Attachments for Item:

d. June 16, 2020 Budget Workshop



**Stevensville Budget Workshop
Minutes for
TUESDAY, JUNE 16, 2020
7:00 PM**

1. Call to Order and Roll Call

- a. Roll Call: Councilmembers Michalson, Ms. Devlin & Ms. Holcomb. Mr. Vick is absent this evening. Staff and members of the community were also present.

2. Unfinished Business

Council had some questions about the handouts from the last meeting. Mayor Dewey provided information and feedback from those questions.

3. New Business

- a. Discussion on the following budget items:

- i. Public Works Department – Water, Wastewater, Streets, Cemetery’s
Public Works Director, George Thomas spoke on behalf of his department.
- ii. Parks & Recreation Department
Parks & Recreation Director, Bobby Sonsteng reviewed the future activities for parks.
- iii. Building Department
Mayor Dewey explained that Laura, the Utility Billing Clerk is the one currently working with the Building Dept., issuing permits. Mayor Dewey would like to implement a Neighborhood Services Position; This position would include the Building Inspector’s permit issuing and city planning and zoning. He would really like the Planning & Zoning Administrator’s position off his lap, for conflict interests and the time needed to review plans.
- iv. Airport
Filling the Airport Manager’s position is a priority. Mayor Dewey informed Council that managing the airport is much more than an honorarium position, it is extremely time consuming. The liability of the airport is high and needs to be taken seriously.

4. Public Comments

Mr. Dewey called for Public Comment, and none at this time.

5. Adjournment

Meeting adjourned at approximately 9:00 p.m.

APPROVE:

ATTEST:

Brandon E. Dewey, Mayor

Monica Hoffman, Town Clerk

File Attachments for Item:

Letter of concern from Terry Rosin, RE: College street speeding

received
4/16/2020 3pm
CCH

June 16, 2020

Stevensville Town Council:

This letter is in regards to the increased traffic and speeding on College Street between 7th St and Burnt Fork road.

There was a conversation about the speeding last fall and earlier this spring. They did park an older patrol car on College Street that seemed to slow traffic for a few days.

I am concerned about the safety of those using the Father Ravalli Park and the children riding their bikes to and from the park area. I have visited with the neighborhood kids and warned them about the traffic and they have been careful watching for traffic. It only takes one child forgetting to look and one speeder to have a terrible incident.

There are options to decrease this speeding.

Please help out the town of Stevensville and our neighborhood to resolve this problem.

Thank you for your time and attention in this matter.



Terry Rosin
800 College Street
Stevensville

File Attachments for Item:

Discussion/Decision: HDR Task Order No. 6, 3rd Street Pavement Preservation Project



Stevensville Town Council Meeting

Agenda Item Request

To Be Submitted BEFORE Noon on the Wednesday before the Council Meeting

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Brandon E. Dewey
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	6/25/2020
Agenda Topic:	Discussion/Decision: HDR Task Order No. 6, 3 rd Street Pavement Preservation Project
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	6/25/2020
Notes:	

TASK ORDER NO. 06

This Task Order pertains to an Agreement by and between the Town of Stevensville, MT, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated April 4, 2016, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 06

PROJECT NAME: Stevensville 3rd Street

PART 1.0 PROJECT DESCRIPTION:

See attached Exhibit A.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

See attached Exhibit A.

PART 3.0 OWNER’S RESPONSIBILITIES:

- Provide meeting minutes at Preliminary Design Meeting and Pre-Bid Meeting.
- Provide water and sewer service locates that will require adjustments along E 3rd Street.
- Provide current plans for school sidewalk improvements along 5th Street.

PART 4.0 PERIODS OF SERVICE: June 2020 – November 2020

PART 5.0 ENGINEER’S FEE:

Owner shall pay Engineer for Services described in on the attached in an amount equal to Engineer’s Direct Labor Costs times a factor of 3.192, plus reimbursable expenses. Contract amount shall not exceed **\$61,942.00** without prior written approval.

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 2020.

"OWNER"

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

ADDRESS: PO Box 30
Stevensville, MT 59870

ADDRESS: _____

EXHIBIT A

3rd Street Pavement Preservation

General Project Information

The Town of Stevensville (Town) proposes the following improvements listed in order of importance (see attached exhibit for additional information):

- Pavement resurfacing of East 3rd Street from Main Street to Park Avenue. Sidewalk replacement and ditch grading on the north side of East 3rd Street from Pine St. to Spring St.
- New sidewalk, curb and gutter, street lighting, and necessary pavement resurfacing on the north side of West 3rd Street from Buck Street to Main Street.
- Conversion of angled parking to parallel parking along 5th Street near the intersection of Park Avenue. Replace existing sidewalk and add new pedestrian crossing to school sidewalk.

East 3rd Street is currently comprised of a single lane in each direction with no shoulders, and no curb, gutter or sidewalk. Based on discussions with the Public Works Supervisor, past projects adjacent to 3rd Street have shown poor base layers and clay subgrade beneath the pavement. Therefore, the proposed project will include pavement resurfacing consisting of a leveling course followed by 0.2-FT of plan mix overlay.

West 3rd Street is comprised of a single lane in each direction with paved shoulders and angled parking on both sides of the street. The project will include updating the streetscape on the north side of the street by replacing the existing sidewalk and light pole with new sidewalk, boulevard, and curb and gutter. In addition, the project will include the evaluation of adding a new bulb out at the northeast quadrant of the intersection with Buck Street.

5th Street is currently comprised of a single lane in each direction with gravel shoulders and angled parking on both sides of the street. Improvements to the north side of 5th Street include paving of the shoulder, new curb and gutter and boulevard. The existing shoulder on the south side of 5th Street will receive new base material. New signing and pavement markings for parallel parking will be included as necessary. Existing sidewalk and a new pedestrian crossing on the north side of the 5th Street and Park Avenue intersection will be included in the project. The new pedestrian crossing will connect to the proposed school sidewalk.

HDR will perform professional services, as shown below, in connection with the proposed improvements.

- Overall project management and coordination
- Roadway design
- Plan preparation
- Assistance during bidding
- Construction Services

Project Assumptions

The following are assumptions associated with the scope of services for this project:

- Project will be bid in 2020. Construction planned for summer 2020.
- Drainage design improvements outside of the existing right-of-way or on private businesses are not included
- This scope of work does not include general public meetings or coordination with adjacent land owners.
- Project limits are from:
 - East 3rd Street from Main Street to Park Avenue
 - West 3rd Street from Main Street to Buck Street
 - 5th Street approximately 150-FT west of Park Avenue
- No right-of-way acquisition is assumed for this project. Development of plats or acquisition are not included in this scope of services.
- Design will utilize field measurements and aerial imagery. If needed, survey of existing features will be added by amendment.
- Pavement recommendations will be provided by the Town of Stevensville based on past projects. No additional geotechnical investigation is required.

Task Series 100 – Project Management and Administration

101 – Project Management

As part of this task, the Project Manager will lead coordination of the design team with the Town as well as supervise the design team. Project Manager and Accountant will monitor project status, maintain project schedule and prepare monthly invoices with progress reports.

DELIVERABLE

- Monthly invoices and progress reports

102 – Project Meetings

HDR will attend the following meetings:

- Town and consultant project team kickoff meeting.
- One Town Council Meeting to provide updates to the Council.
- Preliminary Design Meeting

ASSUMPTIONS

- Two HDR team members will attend each meeting
- Town staff will provide meeting minutes.

Task Series 200 – Preliminary Cost Estimates and Data Collection

201 –Data Collection & Lighting Analysis

Conduct two site visits to take photos and notes, obtain necessary field measurements, meet with Town staff on site, and coordinate with local utilities. Perform preliminary lighting analysis for 5th Street improvements.

ASSUMPTIONS:

- 2 site visits with two team members will be assumed for this scope of services.
- Lighting analysis will be based on City of Missoula decorative light fixtures and poles.

DELIVERABLES:

- Lighting Analysis Memo

202 – Preliminary Cost Estimates

Create three planning level construction cost estimates for the aforementioned improvements.

ASSUMPTIONS:

- Construction cost estimates will be standalone for each priority and include a 20% contingency.
- Construction cost estimates will be based on our current understanding of the project and the proposed improvements noted in this scope of services.

DELIVERABLES:

- Three preliminary construction cost estimates (PDF).

Task Series 300 –East 3rd Street Design

301 – E 3rd Street 90% Design Plans

Prepare preliminary design plans for the proposed roadway improvements for East 3rd Street. Prepare preliminary construction cost estimates and specifications.

Include the following in the plans:

- Horizontal alignment of existing roadway
- Roadway typical sections including the proposed pavement design
- Existing right-of-way limits based on Montana Cadastral data
- Sidewalk and grading details
- Plan sheet showing utility conflicts and adjustments
- Callouts on plans showing locations and connections for up to 9 water service and 8 sewer service replacements.

ASSUMPTIONS:

- No water main or service improvements are included in this project.
- Profiles for 3rd Street and approaches will not be required
- Cross sections will not be required
- Construction cost estimate will be based on preliminary quantities and will include a 10% contingency.
- HDR will establish unit costs based on discussion with local contractors and bid tabs from neighboring communities.
- The Town will provide water and sewer service locates to include in the project.

DELIVERABLES:

- 90% design plans, specs and construction cost estimate.

302 – E 3rd Street Final Design Plans

Prepare final design plans for East 3rd Street. Prepare final construction cost estimate.

Include the following in the plans:

- Horizontal alignment of existing roadway
- Roadway typical sections including the proposed pavement design and sidewalk
- Existing right-of-way limits based on Montana Cadastral data
- Sidewalk and grading details
- Plan sheet showing utility conflicts and adjustments
- Callouts on plans showing locations and connections for up to 9 water service and 8 sewer service replacements.

ASSUMPTIONS:

- Comments from the Town will be minimal and no major design changes are anticipated after 90% design.

DELIVERABLES:

- Signed, final plans, specs and construction cost estimate.

Task Series 400 – West 3rd Street Design

401 – W 3rd Street 90% Design Plans

Prepare preliminary design plans for the proposed roadway improvements for West 3rd Street. Prepare preliminary construction cost estimates and specifications.

Include the following in the plans:

- Roadway typical sections including the necessary pavement improvements, sidewalk and boulevard
- Sidewalk, grading, and geometric details
- Signing and pavement marking details as needed
- Lighting plans and details
- Existing right-of-way limits based on Montana Cadastral data

ASSUMPTIONS:

- Two alternatives for the 3rd Street streetscape will be analyzed and presented to the town for review. Plans will be developed on the selected alternative.
- No water main or service improvements are included in this project.
- Profiles for approaches will not be required
- Cross sections will not be required
- Lighting plans will be developed for one preferred alternative following the lighting analysis.
- Existing lighting owned by the power company or Town will be removed and replaced with the preferred luminaire alternative.

- Construction cost estimate will be based on preliminary quantities and will include a 10% contingency.
- HDR will establish unit costs based on discussion with local contractors and bid tabs from neighboring communities.

DELIVERABLES:

- 90% design plans, specs and construction cost estimate.

402 – W 3rd Street Final Design Plans

Prepare final design plans for the proposed roadway. Prepare final construction cost estimate.

Include the following in the plans:

- Roadway typical sections including the necessary pavement improvements, sidewalk and boulevard
- Sidewalk, grading, and geometric details
- Signing and pavement marking details as needed
- Lighting plans and details
- Existing right-of-way limits based on Montana Cadastral data

ASSUMPTIONS:

- Comments from the Town will be minimal and no major design changes are anticipated after 90% design.

DELIVERABLES:

- Signed, final plans, specs and construction cost estimate.

Task Series 500 – 5th Street Design

501 – 5th Street 90% Design Plans

Prepare preliminary design plans for the proposed roadway improvements for 5th Street. Prepare preliminary construction cost estimates and specifications.

Include the following in the plans:

- Roadway typical sections including the proposed pavement design, sidewalk/boulevard, and parking
- Sidewalk, grading, and geometric details
- Signing and pavement marking details
- Existing right-of-way limits based on Montana Cadastral data

ASSUMPTIONS:

- No water main or service improvements are included in this project.
- Profiles for approaches will not be required
- Cross sections will not be required
- The Town will provide current plans for the school sidewalk improvements

- Construction cost estimate will be based on preliminary quantities and will include a 10% contingency.
- HDR will establish unit costs based on discussion with local contractors and bid tabs from neighboring communities.

DELIVERABLES:

- 90% design plans, specs and construction cost estimate.

502 – 5th Street Final Design Plans

Prepare final design plans for the proposed roadway. Prepare final construction cost estimate.

Include the following in the plans:

- Roadway typical sections including the proposed pavement design, sidewalk/boulevard, and parking
- Sidewalk, grading, and geometric details
- Signing and pavement marking details
- Existing right-of-way limits based on Montana Cadastral data

ASSUMPTIONS:

- Comments from the Town will be minimal and no major design changes are anticipated after 90% design.

DELIVERABLES:

- Signed, final plans, specs and construction cost estimate.

Task Series 600 – Bid Phase

601 – Bidding Administrative Assistance

Prepare bid documents and distribute to prospective bidders. Answer bidder questions and prepare addendum as needed. Schedule and conduct pre-bid meeting and bid opening meeting.

ASSUMPTIONS:

- One team member will attend pre-bid meeting and bid opening.
- Town staff will provide Pre-Bid Meeting Minutes.

DELIVERABLES:

- Notice of Award

602 – Construction Services

Upon selection of a contractor, HDR will review submittals and provide construction oversight in the field during the construction of the project. HDR will provide as-built drawings upon completion for Town records.

ASSUMPTIONS:

- HDR team member will be onsite up to 60 hours to monitor contractor progress and answer questions.



- Construction is assumed to take place in 2020.
- Material testing will be completed by the contractor.

DELIVERABLES:

- Weekly progress reports
- As-Built Plans

Client: Stevensville
 Project: 3rd Street Pavement Preservation
 Fee Estimate
 Date: 5/20/2020



		Project Manager/ Project Engineer	Roadway Lead	Electrical Engineer	QA/QC	EIT/CAD	Admin	Accountant	Total Hours
Task Description									
TASK SERIES 100 - PROJECT MANAGEMENT									
101	Project Management	4						2	6
102	Project Meetings	6	9				4		19
Subtotal		10	9	0	0	0	4	2	25
TASK SERIES 200 - Preliminary Cost Estimates and Data Collection									
201	Data Collection & Lighting Analysis	1	6	16	2	12		2	39
202	Preliminary Cost Estimates	1	8	2	2	12			25
Subtotal		2	14	18	4	24	0	2	64
TASK SERIES 300 - East 3rd Street Design									
301	90% Design Plans	16	32		4	58		2	112
302	Final Design Plans	2	10		2	20			34
Subtotal		18	42	0	6	78	0	2	146
TASK SERIES 400 - West 3rd Street Design									
401	90% Design Plans	4	16	20	4	36		2	82
402	Final Design Plans	2	8	4	2	12			28
Subtotal		6	24	24	6	48	0	2	110
TASK SERIES 500 - 5th Street Design									
501	90% Design Plans	4	32		4	36		2	78
502	Final Design Plans	2	8		2	12			24
Subtotal		6	40	0	6	48	0	2	102
TASK SERIES 600 - Bid Phase									
601	Bidding Administrative Assistance	4	3			4	4	2	17
602	Construction Services	4	12	4	3	96	2	2	123
Subtotal		8	15	4	3	100	6	4	140
Total Hours		50	144	46	25	298	10	14	587
		9%	25%	8%	4%	51%	2%	2%	
Subconsultants									
Subconsultant with Markup									
Total Fee \$		61,942							



Stevensville

Proposed Improvements

Low Priority - Spring St. - Pavement Improvements (Not included at this time)

Spot improvements to sidewalk due to tree roots and cracking will be completed by Town Maintenance

Spot improvements to sidewalk due to tree roots and cracking will be completed by Town Maintenance

Low Priority - Spring St. - Pavement Improvements (Not included at this time)

#1 Priority - 3rd St. Pavement Rehab (Main to Park)
- Leveling Course and Overlay
- Replace sidewalk from Pine St to Spring St
- Grade swale at new sidewalk for drainage storage between 3rd St and new sidewalk

#2 Priority - 3rd St. Street-scape
- New Decorative Lighting (Similar fixture to City of Missoula)
- New Sidewalk, C&G and pavement/overlay as needed
- Evaluate bulb-out at Buck St. for improved pedestrian visibility

#3 Priority - 5th St Safety Improvements
- Replace ex. sidewalk and add new pedestrian crossing to connect to proposed school sidewalk
- Pave shoulder on north side of 5th St and add C&G
- Potential boulevard on north side of 5th St to promote parallel parking
- New pavement marking and signing for parallel parking
- Grade and place new base material on south side of 5th St in shoulder/parking area (Pave if funding allows)
- New pavement marking and signing for parallel parking

V 3rd St

4th St

Google Earth

© 2020 Google

269

6th St

600 ft

EXHIBIT B
TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require

that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees,

arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance

of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or

assessed by ENGINEER are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

File Attachments for Item:

b. Discussion/Decision: Sublease and Operating Agreement with Stevensville Rural Fire District



Stevensville Town Council Meeting

Agenda Item Request

To Be Submitted BEFORE Noon on the Wednesday before the Council Meeting

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Brandon E. Dewey
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	6/25/2020
Agenda Topic:	Discussion/Decision: Sublease and Operating Agreement with Stevensville Rural Fire District
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	6/25/2020
Notes:	

SUBLEASE AND OPERATING AGREEMENT

This is an agreement to sublet real property (hereinafter known as the "Sublease") between Stevensville Rural Fire District (SRFD) (hereinafter known as the "Sublessor") and Town of Stevensville (TOS) (hereinafter known as the "Sublessee").

Sublessor agrees to sublet, and the Sublessee agrees to take possession of the North Apparatus Bays running west to east within the property located at 208 Buck St. The sublease is for the use by Town of Stevensville Fire Department for fire department apparatus and equipment. The north bays will be considered 50 percent or half of the floor space within 208 buck St.

(hereinafter known as the "Premises") under the following terms and conditions:

I. Term. Tenancy of this Sublease shall begin with the Sublessee taking possession on the 1st day of July, 2020 and ending on the 30th day of June, 2025. and automatically renewed under the same terms and conditions for an additional five year term.

II. Rent. The rent under this Sublease shall be \$2500.00 (US Dollars) payable on the 1st of July every Year.

III. Utilities. The Sublessor agrees to pay for the following utilities: 50% or half utilities as spelled out in the master lease Between Sublessor SRFD and Sublessee TOS. All additional required utilities shall be the responsibility and expense of the Sublessee.

IV. Liability. Sublessee agrees to surrender and deliver to the Sublessor the premises including all furniture and decorations within the premises in the same condition as they were at the beginning of the term with reasonable wear and tear accepted. The Sublessee will be liable to the Sublessor for any damages occurring to the premises,



SUBLEASE AND OPERATING AGREEMENT

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(hereinafter known as the "Premises") under the following terms and conditions:

I. Term. Tenancy of this Sublease shall begin with the Sublessee taking possession on the ____ day of _____, 20____ and ending on the ____ day of _____, 20____. and automatically renewed under the same terms and conditions for an additional five year term.

II. Rent. The rent under this Sublease shall be \$2500.00 (US Dollars) payable on the _____ of every Year.

III. Utilities. The Sublessor agrees to pay for the following utilities: 50% of half utilities as spelled out in the master lease Between Sublessor SRFD and Sublessee TOS. All additional required utilities shall be the responsibility and expense of the Sublessee.

IV. Liability. Sublessee agrees to surrender and deliver to the Sublessor the premises including all furniture and decorations within the premises in the same condition as they were at the beginning of the term with reasonable wear and tear accepted. The Sublessee will be liable to the Sublessor for any damages occurring to the premises,

the contents thereof, the living areas, including any common spaces. All actions conducted by any guests of the Sublessee are the responsibility and liability of the Sublessee.

V. Guests. There shall be no person(s) living on the Premises. Guests of the Sublessee are allowed for periods not lasting for more than forty-eight hours unless otherwise approved by the Sublessor.

VI. Security Deposit. The Sublessor shall not require a Security Deposit.

VII. Operations. The premises shall be used exclusively by Town of Stevensville Fire Department, its officers, agents, employees, and volunteers to provide fire protection, suppression, and medical aid services, and related activities in accordance with the Interlocal Agreement, and for no other purposes.

VIII. Improvements and Alterations. If Sublessee desires to make any improvements or alterations to the Property, Sublessee must request and receive the Sublessor approval prior to construction or implementation of any proposed improvements or alterations. The Sublessee shall be liable to pay all costs of any improvement or alteration that the Sublessee makes. The Sublessor assumes no financial responsibility or obligation for payment of the cost of any improvements or alterations. Any improvement or alteration to the Property made by the Sublessee shall remain and become property of the Town at the end of Term or any extension of this Agreement.

IX. Master Lease. This Sublease must follow and is subject to the original lease agreement between the Sublessor and Landlord, a copy of which has been attached, and is hereby referred to and incorporated as if it were set out here at length. The Sublessee agrees to assume all of the obligations and responsibilities of the Sublessor under the original lease for the duration of the Sublease.

X. Disputes. If a dispute arises during or after the term of this Sublease between the Sublessor and Sublessee, they shall agree to hold negotiations amongst themselves before any litigation.

XI. Written Agreement. This Sublease constitutes the sole agreement between the Sublessor and Sublessee with no additions, deletions, or modifications that may be accomplished without the written consent of both parties (ANY ORAL REPRESENTATIONS MADE AT THE TIME OF EXECUTING THIS LEASE ARE NOT LEGALLY VALID AND, THEREFORE, ARE NOT BINDING UPON EITHER PARTY).

XII. Language. The words "Sublessor" and "Sublessee" as used herein include the plural as well as the singular; the language in this Sublease intends no regard for gender.

XIII. Smoking Policy. Smoking on the Premises
Is not allowed in the Premises or any common areas.

XIV. Original Copies. Each signatory to this Sublease acknowledges receipt of an executed copy thereof.

XV. Landlord's Consent. The original lease between the Landlord and Sublessor:

does allow subletting.

does not allow subletting but consent by the Landlord has been given to the Sublessee to take possession of the Premises.

does not allow subletting and consent by the Landlord will be asked when immediately after this Sublease has been authorized. If the Sublessee is denied by the Landlord, this Sublease shall be cancelled with the Security Deposit returned to the Sublessee with no further liabilities by either party.

XVI. Governing Law. This Sublease shall be bound to the laws in the State of Montana.



XVII. Additional Terms or Conditions. _____

XVIII. Date & Signature. The parties hereby bind themselves to this agreement with their authorization affixed below on the ____ day of _____,

TOWN OF STEVENSVILLE, MONTANA

By: _____, Mayor

ATTEST:

By: _____, Town Clerk

STEVENSVILLE RURAL FIRE DISTRICT

By: _____, President

ATTEST:

By: _____, Secretary

Landlord's Consent

I hereby give my consent to subletting of the above-described premises as set out in this sublease agreement.

Co-Sublessee's Signature _____ **Date** _____

Print _____

ORIGINAL LEASE ATTACHED (INITIAL) _____



File Attachments for Item:

c. Discussion/Decision: Late fee's on utility bills, non-payment service suspensions during COVID-19 pandemic emergency



Stevensville Town Council Meeting

Agenda Item Request

To Be Submitted BEFORE Noon on the Wednesday before the Council Meeting

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Brandon E. Dewey
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	6/25/2020
Agenda Topic:	Discussion/Decision: Late fee's on utility bills, non-payment service suspensions during COVID-19 pandemic emergency
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	6/25/2020
Notes:	

ALL ACCOUNTS
Primary Accounts Only

SECTIONS: ALL

SERVICES: WATER O&M SEWER O&M OTHER WATER BOND SEWER BOND HELP 4 U WATER
HELP 4 U SEWER WATER ASSIST SEWER ASSIST LATE FEE OVERPAYMENT

Total Accounts in System:	889		
Accounts With:			
Zero Balance:	577		
Credit Balance:	72		
Balance:	240	Total Balance:	34538.18
Current Balance:	239	Current Balance:	18024.44
Past Due 30:	38	Total Past Due 30:	8126.66
Past Due 60:	14	Total Past Due 60:	3430.23
Past Due 90:	15	Total Past Due 90:	2091.23
Past Due 120+:	16	Total Past Due 120+:	2865.62

ALL ACCOUNTS
Primary Accounts Only

SECTIONS: ALL

SERVICES: WATER O&M SEWER O&M OTHER WATER BOND SEWER BOND HELP 4 U WATER
HELP 4 U SEWER WATER ASSIST SEWER ASSIST LATE FEE OVERPAYMENT

Total Accounts in System:	889		
Accounts With:			
Zero Balance:	578		
Credit Balance:	73		
Balance:	238	Total Balance:	30846.23
Current Balance:	237	Current Balance:	20925.06
Past Due 30:	38	Total Past Due 30:	5428.08
Past Due 60:	14	Total Past Due 60:	2746.87
Past Due 90:	15	Total Past Due 90:	885.40
Past Due 120+:	16	Total Past Due 120+:	860.82

File Attachments for Item:

d. Discussion/Decision: Code of Conduct violations, Oath of Office violations and Improper Influence all conducted by Robert Michalson against Dempsey Vick



Stevensville Town Council Meeting

Agenda Item Request

To Be Submitted BEFORE Noon on the Wednesday before the Council Meeting

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Jaime Devlin
Second Person Submitting the Agenda Item:	
Submitter Title:	Council Member
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	6/25/2020
Agenda Topic:	Discussion/Decision: Code of Conduct violations, Oath of Office violations and Improper Influence all conducted by Robert Michalson against Dempsey Vick.
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	6/25/2020
Notes:	

Brandon E. Dewey

From: Jaime Devlin
Sent: Saturday, June 20, 2020 7:03 PM
To: Brandon E. Dewey
Subject: Fw: Letter
Attachments: Assistance Request.docx; Violations.pdf

Good Evening Mayor,

I know that the agenda has already been sent out. I am hoping to have an amendment made. I have attached a letter that I received today from Dempsey Vick, as well as evidence of this concerns. As you can see, there are Code Of Conduct violations, Oath of Office violations and Improper Influence all conducted by Robert Michalson against Dempsey Vick. This is of great importance and can not wait until our July meeting. As I am aware, these violations must be handled by the Council. Please let me know what you need from me, or if this is an item that can be added at this time.

Thank you,

Jaime

From: Dempsey Vick <dempsey@townofstevensville.com>
Sent: Saturday, June 20, 2020 9:08 AM
To: Jaime Devlin <jaime@townofstevensville.com>
Subject: Letter

Dempsey H. Vick II
Council Member
Town of Stevensville

dempsey@townofstevensville.com



This e-mail and its attachments may be confidential and are intended solely for the use of the individual to whom it is addressed. Any views or opinions expressed are solely those of the author and do not necessarily represent those of The Town of Stevensville. If you are not the intended recipient of this e-mail and its attachments,

you must take no action based upon them, nor must you copy or show them to anyone. Please contact the sender if you believe you have received this e-mail in error. Messages and attachments sent to or from this e-mail account pertaining to Town of Stevensville business may be considered public record or private records depending on the message content under Montana's Right To Know Laws.

Councilmembers Devlin and Holcomb,

I am reaching out to you to request help in an issue that I have been having with Councilmember Michaelson since his return to the council in January. Since his return, he has made attempts to sway my vote in council matters while stating "I don't tell you guys how to vote" and has followed that up with rude and uncalled for text messages in an attempt to bully and shame me because of how I voted. I have received numerous messages from him that could be construed as harassment or bullying.

I have made several attempts to show Mr. Michaelson respect, but he does not show the same back to me. When I disagree with him on an agenda item or if I challenge his ideas, he becomes irate and is typically inconsolable.

Again, I am reaching out in an attempt for all of us to find a way to come to a resolution so that we can all work together as one governing body.

Thank You
Dempsey Vick
Councilmember Ward 2

8:06



< 92



Bob >

We are going to need more chairs also

Just so you know, Jaimie is going to have a few things to say tonight, however I believe she is on board with withdrawing

I wouldn't want it any other way.

Fri, Mar 13, 8:38 PM

Saw your email on coronavirus Only the mayor can call a emergency meeting.

I never called for one, I was just saying I was open to it

Or that was meant to say I was open to it in case I said called

Delivered

Today 7:20 PM

Congratulations Dempsey, you just broke state law!

You better get your priorities straight



8:33



92



Bob

Or that was meant to say I was open to it in case I said called

Delivered

Today 7:20 PM

Congratulations Dempsey, you just broke state law!

You better get your priorities straight

You have become a rubber stamp to dewey. So sad. But hey, your the one who has to look the town in the eye, I can sleep well tonight, can you?

Message

Q W E R T Y U I O P
A S D F G H J K L
↑ Z X C V B N M ↵
123 😊 space return

🌐 🎤

10:41



< 93



Bob >

You better get your priorities straight

You have become a rubber stamp to dewey. So sad. But hey, your the one who has to look the town in the eye, I can sleep well tonight, can you?

Today 10:35 PM

And are you going to call Dewey on the \$2,100 for first call computer on the claims ? Are you going to go against your own word when I put the fireworks \$4500 claim on him? The town is watching. They are pretty disgusted in your recent moves.



11:30 ↶

📶 LTE 🔋

◀ 94

BM

Bob >

energy right now 🤔. But I agree that we should bring it up for discussion at the next meeting

Delivered

Yesterday 3:14 PM

Call me when you get a chance

Yesterday 4:43 PM

I hope Dewey didn't talk you into removing your name off the agenda? Once it's been submitted you can't remove it per council rules. Also I have talked to Kelly Lynch from MMIA and since Dewey didn't get prior approval from the council the contract is considered null and void. Please don't let Dewey persuade you, I would hope your better than that.

Yesterday 9:14 PM

You do know you signed a agenda item that is invalid. 1. You cannot put a resolution to the effect of punishing a elected official. 2. Your accusing me of altering an agenda item. There is a difference between an item and supporting documents. 3. Council members cannot



iMessage



11:54 ↶



86



BM

Bob >

item that is invalid. 1. You cannot put a resolution to the effect of punishing a elected offical. 2. Your accusing me of altering an agenda item. There is a difference between an item and supporting documents. 3. Council members cannot suspend or fine other council members without pay. Only censure.

Today 11:17 PM

What advantage would I gain even if I left a document out? Leaving a document out would only help the mayor. Your accusing of forgery. That's a serious allegation Dempsey. Just so you know I have several witnesses (Steve Gibson, Stacie Barker) for one who reviewed the agenda just before submitted it.

me

By the way, your agenda item suspending me is wrong. Council members cannot suspend and remove other council members without pay. This agenda is incorrect.



