



**Stevensville Town Council Meeting
Agenda for
THURSDAY, AUGUST 08, 2024
6:30 PM
206 Buck Street, Town Hall**

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
5. Approval of Bi-Weekly Claims
 - a. Claims #19115, #19119-#19124, #19126-#19142
6. Administrative Reports
 - a. Airport
 - b. Building Department
 - c. Finance
 - d. Fire Department
 - e. Police Department
 - f. Public Works
7. Public Hearings
 - a. 2nd Reading: Proposed Ordinance No. 171 an Ordinance Amending Town Code Section 14-35 and Repealing Town Code Section 14-36 Regarding Noxious Weeds
8. Unfinished Business
 - a. Discussion/Decision: Resolution No. 551 a Resolution of the Town of Stevensville, Montana to Annex Portion of Land
9. New Business
 - a. Discussion/Decision: Ordinance No. 171 an Ordinance Amending Town Code Section 14-35 and Repealing Town Code Section 14-36 Regarding Noxious Weeds (2nd Reading)
 - b. Informational: Mission Street Water Main Replacement Contractor Pay Application
 - c. Discussion/Decision: Mitigation Pond Easement & Agreement between the Town of Stevensville and Mr. Reeves
 - d. Discussion/Decision: Mitigation Rights Transfer Agreement between the Town of Stevensville and Mr. Reeves
 - e. Discussion/Decision: Set a C.O.W. Meeting to Discuss a Utility Billing/Reduced Rate Program
 - f. Discussion/Decision: Resolution No. 552 a Resolution of the Town of Stevensville, MT Providing for the Reversal and Reimbursement of the Budget for the Fiscal Year 23/24
 - g. Discussion/Decision: Approval of Police Officer Contract for the Town of Stevensville Police Department
10. Board Reports
11. Town Council Comments
12. Executive Report
13. Adjournment

Welcome to Stevensville Town Council Chambers

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

It is essential that we treat each other with respect.

We expect that participants will:

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

We further expect that participants will refrain from disrespectful displays:

- ✗ Profanity
- ✗ Personal Attacks
- ✗ Signs
- ✗ Heckling and applause

Guidelines for Public Comment

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

During any council meeting you have two opportunities to comment:

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

Comment made outside of these times may not be allowed.

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

Thank you for observing these guidelines.

File Attachments for Item:

a. Claims #19115, #19119-#19124, #19126-#19142

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
19115	E	2000 RICOH USA Inc	133.70					
		RICOH Printer Lease 8/5/2024 to 9/4/2024						
		108446632 07/17/24 Printer Lease - Council	6.68*			1000 410100	320	101000
		108446632 07/17/24 Printer Lease - Mayor	6.69*			1000 410200	320	101000
		108446632 07/14/24 Printer Lease - Court	3.34			1000 410360	320	101000
		108446632 07/14/24 Printer Lease - Admin	20.06*			1000 410550	320	101000
		108446632 07/14/24 Printer Lease - Bldg Dept	13.37*			2394 420531	320	101000
		108446632 07/14/24 Printer Lease - Water	40.11*			5210 430510	320	101000
		108446632 07/14/24 Printer Lease - WWTP	40.11*			5310 430610	320	101000
		108446632 07/14/24 Printer Lease - Airport	3.34*			5610 430300	320	101000
19119	C	1696 First Call Computer Solutions, IT Services for the month of August	2,160.00					
		98377 08/01/24 IT Services - Council	237.60			1000 410100	356	101000
		98377 08/01/24 IT Services - Mayor	60.48			1000 410200	356	101000
		98377 08/01/24 IT Services - Court	60.48			1000 410360	356	101000
		98377 08/01/24 IT Services - Admin	300.24			1000 410550	356	101000
		98377 08/01/24 IT Services - PD	479.52			1000 420100	356	101000
		98377 08/01/24 IT Services - FD	300.24			1000 420410	356	101000
		98377 08/01/24 IT Services - Bldg	60.48			2394 420531	356	101000
		98377 08/01/24 IT Services - Water	300.24			5210 430510	356	101000
		98377 08/01/24 IT Services - WWTP	300.24			5310 430610	356	101000
		98377 08/01/24 IT Services - Airport	60.48*			5610 430300	356	101000
19120	C	1711 Office Solutions & Service Printer - Copy charges for Court & FD	40.67					
		127352 07/26/24 Court/FD Copy Charges	20.33			1000 410360	320	101000
		127352 07/26/24 Court/FD Copy Charges	20.34			1000 420410	320	101000
		*** Claim from another period (7/24) ****						
19121		20 Skagit Farmers Supply 5# bag of Buckwheat for grounds maintenance New gate for Lewis & Clark Park	197.98					
		771694 07/20/24 Buckwheat	17.99*			1000 460430	365	101000
		43296 07/11/24 Gate for L&C Park	179.99*			1000 460430	212	101000
		*** Claim from another period (7/24) ****						
19122		2020 All Valley Autoglass Replace broken windshield in dump truck	275.00					
		18778 07/22/24 Replace windshield-Road&ST	68.75*			1000 430200	360	101000
		18778 07/24/24 Replace windshield-Cemetery	68.75*			1000 430900	360	101000
		18778 07/24/24 Replace windshield-Water	68.75*			5210 430510	360	101000
		18778 07/24/24 Replace windshield - WWTP	68.75*			5310 430610	360	101000

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period (7/24) ****								
19123		23 VALLEY DRUG AND VARIETY	15.82					
		Postage and first aid kit supplies						
	693826	07/29/24 Postage	2.64*			1000 410550	311	101000
	691763	07/18/24 First aid supplies	13.18*			5310 430610	210	101000
*** Claim from another period (7/24) ****								
19124		1436 Maureen M. O'Connor	3,000.00					
		Judge Services for the Month of August						
	08012024	07/31/24 Judge Services August	3,000.00			1000 410360	350	101000
*** Claim from another period (7/24) ****								
19126	C	1879 Torgerson's LLC	603.50					
		Maintenance for Skidsteer						
	P12086	07/12/24 Skidsteer Maintenance	150.88*			1000 430200	360	101000
	P12086	07/12/24 Skidsteer Maintenance	150.88*			5210 430510	360	101000
	P12086	07/12/24 Skidsteer Maintenance	150.88*			5310 430610	360	101000
	P12086	07/12/24 Skidsteer Maintenance	150.86*			1000 430900	360	101000
*** Claim from another period (7/24) ****								
19127		74 STEVENSVILLE RURAL FIRE DISTRICT	2,500.00					
		Lease for North Bays at Buck Street						
	148	07/17/24 Lease - FD	2,500.00			1000 420421	530	101000
*** Claim from another period (7/24) ****								
19128	C	1448 Bitter Root Laundry & Cleaners	42.29					
		Rug cleaning at Pool						
	0150356	07/29/24 Pool maintenance	42.29*			1000 460445	360	101000
19129	E	1659 CHS Mountain West CO-OP	174.61					
		Weed Killer and Fuel for PW						
	UV2TE5071	07/16/24 Weed killer - Parks	43.44*			1000 460430	365	101000
	UV2TE5071	07/16/24 Weed killer - Cemetery	43.44*			1000 430900	230	101000
	UV4UR3342	07/18/24 Fuel - PW	29.24*			1000 430100	231	101000
	UV4UR3342	07/18/24 Fuel - Water	29.24*			5210 430510	231	101000
	UV4UR3342	07/18/24 Fuel - Sewer	29.25*			5310 430610	231	101000
*** Claim from another period (7/24) ****								
19130	E	852 CENEX FLEETCARD	1,873.95					
		Fuel for the Town						
	294443CL	07/31/24 Fuel - FD	41.32			1000 420460	231	101000
	294443CL	07/31/24 Fuel - FD	157.99			1000 420460	231	101000
	294443CL	07/31/24 Fuel - FD	51.44			2230 420730	231	101000
	294443CL	07/31/24 Fuel - FD	141.66			1000 420460	231	101000
	294443CL	07/31/24 Fuel - FD	86.79			1000 420460	231	101000
	294443CL	07/31/24 Fuel - PD	172.60*			1000 420100	231	101000
	294443CL	07/31/24 Fuel - PD	169.37*			1000 420100	231	101000
	294443CL	07/31/24 Fuel PW	15.81*			1000 430100	231	101000
	294443CL	07/31/24 Fuel PW	15.81*			5210 430510	231	101000
	294443CL	07/31/24 Fuel PW	15.81*			5310 430610	231	101000

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Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	294443CL	07/31/24 Fuel PW	145.06*			1000 430100	231	101000
	294443CL	07/31/24 Fuel PW	145.06*			5210 430510	231	101000
	294443CL	07/31/24 Fuel PW	145.05*			5310 430610	231	101000
	294443CL	07/31/24 Fuel PW	41.34*			1000 430100	231	101000
	294443CL	07/31/24 Fuel PW	41.34*			5210 430510	231	101000
	294443CL	07/31/24 Fuel PW	41.33*			5310 430610	231	101000
	294443CL	07/31/24 Fuel PW	33.75*			1000 430100	231	101000
	294443CL	07/31/24 Fuel PW	33.75*			5210 430510	231	101000
	294443CL	07/31/24 Fuel PW	33.76*			5310 430610	231	101000
	294443CL	07/31/24 Fuel PW	6.19*			1000 430100	231	101000
	294443CL	07/31/24 Fuel PW	6.19*			5210 430510	231	101000
	294443CL	07/31/24 Fuel PW	6.20*			5310 430610	231	101000
	294443CL	07/31/24 Fuel PW	108.78*			1000 430100	231	101000
	294443CL	07/31/24 Fuel PW	108.78*			5210 430510	231	101000
	294443CL	07/31/24 Fuel PW	108.77*			5310 430610	231	101000
19131		2021 JOSEPH C MARBLE	83.94					
Axmen Firearms - 6 Magpull (Magazine) M3 for Police Department. They do not bill their clients so Joe paid with his personal credit card.								
	080124	08/01/24 Operating Supplies	83.94*			1000 420100	220	101000
*** Claim from another period (7/24) ****								
19132	C	2017 GEOSYNTEC	2,270.00					
Consultants for the Water Rights. The provide Data Analysis. For this invoice it was pump testing. Project AS240106.								
	576431	08/01/24 Project AS240106 Water Rights	2,270.00*			5210 430530	352	101000
*** Claim from another period (7/24) ****								
19133	C	1841 Overstreet Law Group	1,188.00					
BFE Water Rights, Town Ordinances on noxious weeds, UB on bills not paid, Police Officers contract.								
	073124	08/01/24 Water Rights	346.50*			5210 430630	350	101000
	073124	08/01/24 Police Contract	396.00			1000 420100	350	101000
	073124	08/01/24 Noxious Weeds	346.50			1000 410550	350	101000
	073124	08/01/24 UB Non Payment Lien	49.50			5210 430510	350	101000
	073124	08/01/24 UB Non Payment Lien	49.50			5310 430610	350	101000
*** Claim from another period (7/24) ****								
19134		16 MONTANA ENVIRONMENTAL LAB LLC	1,110.50					
Water & WWTP Testing								
	2407028	08/01/24 Lab Testing	62.00*			5210 430540	355	101000
	2406492	08/01/24 Lab Testing	211.50*			5310 430640	355	101000
	2406822	08/01/24 Lab Testing	50.00*			5310 430640	355	101000
	2406831	08/01/24 Lab Testing	161.50*			5310 430640	355	101000
	2407029	08/01/24 Lab Testing	439.00*			5310 430640	355	101000
	2407362	08/01/24 Lab Testing	186.50*			5310 430640	355	101000

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Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period (7/24) ****								
19135	E	1823 Visa c/o Rocky Mountain Bank	2,469.64					
		Visa bill for July						
		CC-261 06/08/24 Century Link Airport	58.17			5610 202200		101000
		CENTURYLINK				CC Accounting: 5610-	-430300-345	
		CC-261 06/08/24 Century Link Airport	42.00			1000 202200		101000
		CENTURYLINK				CC Accounting: 1000-	-410550-555	
		CC-273 07/01/24 Court 5%	5.91			1000 202200		101000
		Bitterroot Disposal				CC Accounting: 1000-	-410360-340	
		Bitterroot Disposal - 5411-88931						
		CC-273 07/01/24 Admin 20%	23.70			1000 202200		101000
		Bitterroot Disposal				CC Accounting: 1000-	-410550-340	
		Bitterroot Disposal - 5411-88931						
		CC-273 07/01/24 PD 10%	11.85			1000 202200		101000
		Bitterroot Disposal				CC Accounting: 1000-	-420100-340	
		Bitterroot Disposal - 5411-88931						
		CC-273 07/01/24 FD 10%	11.85			1000 202200		101000
		Bitterroot Disposal				CC Accounting: 1000-	-420410-340	
		Bitterroot Disposal - 5411-88931						
		CC-273 07/01/24 Bldg 5%	5.93			2394 202200		101000
		Bitterroot Disposal				CC Accounting: 2394-	-420531-340	
		Bitterroot Disposal - 5411-88931						
		CC-273 07/01/24 Water 25%	29.63			5210 202200		101000
		Bitterroot Disposal				CC Accounting: 5210-	-430510-340	
		Bitterroot Disposal - 5411-88931						
		CC-273 07/01/24 WWTP 25%	29.63			5310 202200		101000
		Bitterroot Disposal				CC Accounting: 5310-	-430610-340	
		Bitterroot Disposal - 5411-88931						
		CC-274 07/01/24 Bitterroot Disposal	237.00			5210 202200		101000
		Water 50%				CC Accounting: 5210-	-430510-340	
		BITTERROOT DISPOSAL 5411-88770						
		CC-274 07/01/24 Bitterroot Disposal	237.00			5310 202200		101000
		WWTP 50%				CC Accounting: 5310-	-430610-340	
		BITTERROOT DISPOSAL 5411-88770						
		CC-276 07/11/24 Adobe Acrobat - Admin	33.58			1000 202200		101000
		Adobe				CC Accounting: 1000-	-410550-330	
		ADOBE						
		CC-276 07/11/24 Adobe Acrobat - PD	4.80			1000 202200		101000
		Adobe				CC Accounting: 1000-	-420100-330	
		ADOBE						
		CC-276 07/11/24 Adobe Acrobat - Water	28.79			5210 202200		101000
		Adobe				CC Accounting: 5210-	-430510-330	
		ADOBE						
		CC-276 07/11/24 Adobe Acrobat - Sewer	28.79			5310 202200		101000
		Adobe				CC Accounting: 5310-	-430610-330	
		ADOBE						

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	CC-277	07/16/24 Valley Drug - Court 691360	77.10			1000 202200		101000
		Valley Drug				CC Accounting: 1000-	-410360-311	
		VALLEY DRUG AND VARIETY						
	CC-278	07/10/24 USPS - Certified Letter	5.08			1000 202200		101000
		USPS 604783				CC Accounting: 1000-	-410550-311	
		USPS						
	CC-279	07/10/24 Verizon - Airport	52.38			5610 202200		101000
		Verizon				CC Accounting: 5610-	-430300-345	
		Verizon Wireless						
	CC-279	07/10/24 Verizon - FD	30.06			1000 202200		101000
		Verizon				CC Accounting: 1000-	-420410-345	
		Verizon Wireless						
	CC-279	07/10/24 Verizon - PD	274.80			1000 202200		101000
		Verizon				CC Accounting: 1000-	-420100-345	
		Verizon Wireless						
	CC-279	07/10/24 Verizon - Water	41.58			5210 202200		101000
		Verizon				CC Accounting: 5210-	-430510-345	
		Verizon Wireless						
	CC-279	07/10/24 Verizon - WWTP	41.58			5310 202200		101000
		Verizon				CC Accounting: 5310-	-430610-345	
		Verizon Wireless						
	CC-280	07/01/24 Spectrum - Admin	51.99			1000 202200		101000
		172904001070124				CC Accounting: 1000-	-410550-345	
		Spectrum						
	CC-280	07/01/24 Spectrum - PD	79.98			1000 202200		101000
		172904001070124				CC Accounting: 1000-	-420100-345	
		Spectrum						
	CC-280	07/01/24 Spectrum - FD	25.99			1000 202200		101000
		172904001070124				CC Accounting: 1000-	-420410-345	
		Spectrum						
	CC-280	07/01/24 Spectrum - Court	25.99			1000 202200		101000
		172904001070124				CC Accounting: 1000-	-410360-345	
		Spectrum						
	CC-280	07/01/24 Spectrum - Water	97.98			5210 202200		101000
		172904001070124				CC Accounting: 5210-	-430510-345	
		Spectrum						
	CC-280	07/01/24 Spectrum - WWTP	97.98			5310 202200		101000
		172904001070124				CC Accounting: 5310-	-430610-345	
		Spectrum						
	CC-280	07/01/24 Spectrum - Pool	49.99			1000 202200		101000
		172904001070124				CC Accounting: 1000-	-460445-345	
		Spectrum						
	CC-281	07/22/24 Super 1 - FD	309.12			1000 202200		101000
		Super 1				CC Accounting: 1000-	-420460-210	
		SUPER 1 FOODS						

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	CC-282	07/15/24 Ravalli Electric - FD	7.00			1000 202200		101000
		Ravalli Electric			CC Accounting: 1000-	-420422-340		
		RAVALLI ELECTRIC CO-OP						
	CC-282	07/15/24 Ravalli Electric - Airport	133.00			5610 202200		101000
		Ravalli Electric			CC Accounting: 5610-	-430300-340		
		RAVALLI ELECTRIC CO-OP						
	CC-283	06/22/24 Century Link WWTP	68.99			5310 202200		101000
		Century Link WWTP			CC Accounting: 5310-	-430610-345		
		CENTURYLINK						
	CC-283	06/22/24 Century Link MBF	63.92			5210 202200		101000
		Century Link MBF			CC Accounting: 5210-	-430510-345		
		CENTURYLINK						
	CC-283	06/22/24 Century Link Well House	58.15			5210 202200		101000
		Century Link Well House			CC Accounting: 5210-	-430510-345		
		CENTURYLINK						
	CC-286	08/02/24 Amazon Order Court	29.99			1000 202200		101000
		Amazon - Court			CC Accounting: 1000-	-410360-210		
		AMAZON						
	CC-291	07/08/24 Century Link Airport	58.36			5610 202200		101000
		499709556			CC Accounting: 5610-	-430300-345		
		CENTURYLINK						
*** Claim from another period (7/24) ****								
19136	C	1696 First Call Computer Solutions,	190.00					
		.GOV Project						
	98720	07/31/24 .GOV Project - Council	20.90			1000 410100	356	101000
	98720	07/31/24 .GOV Project - Mayor	5.32			1000 410200	356	101000
	98720	07/31/24 .GOV Project - Court	5.32			1000 410360	356	101000
	98720	07/31/24 .GOV Project - Admin	26.41			1000 410550	356	101000
	98720	07/31/24 .GOV Project - PD	42.18			1000 420100	356	101000
	98720	07/31/24 .GOV Project - FD	26.41			1000 420410	356	101000
	98720	07/31/24 .GOV Project - Bldg	5.32			2394 420531	356	101000
	98720	07/31/24 .GOV Project - Water	26.41			5210 430510	356	101000
	98720	07/31/24 .GOV Project - Sewer	26.41			5310 430610	356	101000
	98720	07/31/24 .GOV Project - Airport	5.32*			5610 430300	356	101000
*** Claim from another period (7/24) ****								
19137	C	1787 Valli Information Systems, Inc.	337.40					
		UB Billing services						
	95825	07/31/24 UB Billing Svcs	118.70*			5210 430510	331	101000
	95825	07/31/24 UB Billing Svcs	118.70*			5310 430610	331	101000
	96006	07/31/24 UB Billing Svcs	50.00*			5210 430510	331	101000
	96006	07/31/24 UB Billing Svcs	50.00*			5310 430610	331	101000

08/06/24
14:00:42

TOWN OF STEVENSVILLE
Claim Approval List
For the Accounting Period: 8/24

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Report ID: AP100

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period (7/24) ****								
19138	C	1754 Construct Montana, LLC	825.36					
		Building Inspection Svcs for the month of July						
		1135 08/06/24 Bldg Inspection Svcs	825.36*			2394 420531	350	101000
*** Claim from another period (7/24) ****								
19139		1999 Emerine Contracting, LLC	313,443.26					
		ARPA - Water Leak Repair Project invoice #4						
		10235808 4 07/12/24 ARPA Project	313,443.26*			5230 430550	900	2 101000
*** Claim from another period (7/24) ****								
19140	E	206 DEPARTMENT OF REVENUE	3,166.09					
		Required withholding 1% MT Gross Receipts Tax Payment made to Emerine claim						
		19139. Eligible to date was \$316,609.35, 1% withheld is \$3,166.09 and paid to						
		the state in July 24.						
		10235808 T 07/12/24 1% Contractors Gross Recei	3,166.09*			5230 430550	900	2 101000
*** Claim from another period (7/24) ****								
19141	C	1696 First Call Computer Solutions,	575.00					
		98831 07/31/24 .GOV - Admin	69.00*			1000 410550	331	101000
		98831 07/31/24 .GOV - PD	92.00*			1000 420100	331	101000
		98831 07/31/24 .GOV - Court	34.50			1000 410360	331	101000
		98831 07/31/24 .GOV - FD	57.50			1000 420410	331	101000
		98831 07/31/24 .GOV Water	92.00*			5210 430510	331	101000
		98831 07/31/24 .GOV - Sewer	92.00*			5310 430610	331	101000
		98831 07/31/24 .GOV - Council	92.00*			1000 410100	331	101000
		98831 07/31/24 .GOV - Mayor	23.00			1000 410200	331	101000
		98831 07/31/24 .GOV - Airport	23.00			5610 430300	331	101000
19142	C	1845 Thomson Reuters-West	220.50					
		PD Monthly Software Maintenance						
		850556622 08/01/24 PD Monthly Software Mainten	220.50*			1000 420100	331	101000
# of Claims			24	Total:		336,897.21		
Total Electronic Claims			16,270.71	Total Non-Electronic Claims		320626.50		

Fund/Account	Amount
1000 GENERAL	
101000 Cash - Operating	11,577.19
2230 AMBULANCE	
101000 Cash - Operating	51.44
2394 BUILDING CODE ENFORCEMENT	
101000 Cash - Operating	910.46
5210 WATER	
101000 Cash - Operating	4,512.31
5230 ARPA WATER LEAK REPAIR	
101000 Cash - Operating	316,609.35
5310 SEWER	
101000 Cash - Operating	2,842.41
5610 AIRPORT	
101000 Cash - Operating	394.05
Total:	336,897.21

08/06/24
14:00:42

TOWN OF STEVENSVILLE
Claim Approval Signature Page
For the Accounting Period: 8 / 24

Page: 9 of 9
Report ID: AP100A

ORDERED that the Director of Finance draw a check/warrant on the Town of Stevensville.

Stacie Barker, Councilmember

Isaiah Nelson, Councilmember

Cindy Brown, Councilmember

Wallace Smith, Councilmember

Bob Michalson, Mayor

Date Approved _____

File Attachments for Item:

a. Airport

STEVENSVILLE AIRPORT REPORT

Will Rowe, Airport Manager

- Forest Service Land Use has been closed out for this year.
- I have tractor quotes back and will be presenting those to the Airport Board.
- I am close to a solution with Hawthorn Aviation on the airport fuel.
- The airport should be receiving the funds soon from the FAA for the courtesy car.

File Attachments for Item:

b. Building Department

MONTHLY REPORT
Building Department
 July 2024

<u>Permits Issued</u>	<u>Fees Collected</u>
<u>Building</u> (1 permits)	
1. NSFR	\$0
2. New Commercial Building	\$0
3. Renovation/Remodel	\$0
4. Demo re-roof, commercial.....	\$50.00
<u>Electrical</u> (4 permits)	
1. NSFR	\$0
2. New Commercial Building	\$60.00
3. Renovation/Remodel	\$311.20
4. Demo	\$0
<u>Mechanical</u> (1 permits)	
1. NSFR	\$0
2. New Commercial Building	\$0
3. Renovation/Remodel	\$212.50
4. Demo	\$0
<u>Plumbing</u> (3 permit)	
1. NSFR	\$0
2. New Commercial Building	\$233.00
3. Renovation/Remodel	\$165.00
4. Demo	\$0
Total permits issued: 9	Total fees collected: \$1,031.70
<u>Activities</u>	
1. Inspections and consultations. 2. Active clearing or archiving old and expired permits, depending on age of activity. 3. Implement uniform strategies to increase records retention and accessibility thereof.	
<u>Items of Interest</u>	
1. Continued exploration of best ways to universally digitize records and day to day functions to be accessible across pertinent staff for greater efficiency.	

Prepared by Jenelle Berthoud, Town Clerk

File Attachments for Item:

d. Fire Department



STEVENSVILLE FIRE DEPARTMENT

206 BUCK STREET

Activity Report – July 2024

Calls for the Month of July: 61

Calls for Stevensville Town: 24

Calls for Stevensville Rural: 33

Mutual Aid: 3

Missed calls: 1

Medical Response: 47

Fire Calls: 14

Motor Vehicle Crash: 0

Total Calls: 61

Calls for the Year to Date: 382

Calls for Stevensville Town: 139

Calls for Stevensville Rural: 230

Mutual Aid: 12

Missed call: 1

Medical Response: 289

Fire Calls: 81

Motor Vehicle Crash: 12

Total Calls: 382

File Attachments for Item:

f. Public Works

TOWN OF STEVENSVILLE PUBLIC WORKS ACTIVITY REPORT July 2024

UTILITIES REPORT

Domestic Water Treatment

	<i>This Month</i>	<i>Last Month</i>
<i>Gallons Produced</i>	36,913,000	27,732,000

- 💧 Monthly, weekly and Annual reports to the state
- 💧 Monthly Meter Readings
- 💧 Unread Meters: 140

Waste Water Treatment

	<i>This Month</i>	<i>Last Month</i>
<i>Gallons Treated</i>	6,521,106	6,737,667

- 💧 State Reports and EPA, weekly monthly and Annual samples taken and reports submitted.
- 💧 Wasting to drying beds
- 💧 Satisfied Permit reporting, testing and regulatory requirements
- 💧 Continued sludge press, started wasting into drying beds

OTHER

- 💧 Preemptive Sanitary Sewer Jetting in all Grids
- 💧 Meter reads and billing cycle
- 💧 Daily road grid inspections
- 💧 Finished storm cleanup
- 💧 Burning yard debris as conditions permit
- 💧 Coordinate with engineers on paving project, Spring and RR Ave
- 💧 Street maintenance, potholes, sign installation and replacement
- 💧 Water and Waste plants rounds
- 💧 Preventive maintenance at WWTP buildings
- 💧 Vehicle Maintenance
- 💧 Continued review and update of Riverside Cemetery map
- 💧 Alley maintenance
- 💧 Downtown risk management inspections
- 💧 Continued mowing all Parks and Cemeteries
- 💧 Continued support for Emerine (Mission St. Water Main)
- 💧 4 after hours emergency call outs

- 💧 Continued replacement of water meters (down to 140 unread now)
- 💧 2 ash burials
- 💧 2 full burials
- 💧 Prepared for Creamery Picnic (placed traffic barriers along Main Street, placed stages, placed wooden spools, placed power boxes)
- 💧 Ran camera down Spring St sewer again to locate Peterson manhole
- 💧 Began Spring and Railroad St paving
- 💧 Repaired sinkhole and broken water main on Central
- 💧 Added new curbstop at 512 Central for future hookup
- 💧 Wind storm debris cleanup all over Town
- 💧 Daily monitoring of pool and splashpad (chlorine levels, pH, maintenance)
- 💧 Irrigation repair Father Ravalli and 6th Street park

File Attachments for Item:

a. 2nd Reading: Proposed Ordinance No. 171 an Ordinance Amending Town Code Section 14-35 and Repealing Town Code Section 14-36 Regarding Noxious Weeds



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	Public Hearing
Person Submitting the Agenda Item:	Bob Michalson
Second Person Submitting the Agenda Item:	Greg Overstreet, Town Attorney
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	08/08/2024
Agenda Topic:	2nd Reading: Proposed Ordinance No. 171 an Ordinance Amending Town Code Section 14-35 and Repealing Town Code Section 14-36 Regarding Noxious Weeds
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	08/08/2024
Notes:	At the 07/25/2024 regularly scheduled town council meeting the town council held a public hearing for Ordinance No. 171.

ORDINANCE NO. 171

**AN ORDINANCE AMENDING TOWN CODE SECTION 14-35 AND REPEALING
TOWN CODE SECTION 14-36 REGARDING NOXIOUS WEEDS**

WHEREAS, the Town of Stevensville is authorized by MCA 7-22-4101 to levy the cost of removing noxious weeds upon a property owner to whom the Town has given notice to do so;

WHEREAS, no current provision of the Town Code authorizes the levying of such costs;

WHEREAS, no specific statutory provision authorizes the imposition of misdemeanor penalties upon a property owner refusing to remove noxious weeds after notice to do so;

WHEREAS, a provision of the Town Code, Section 14-36, which was adopted in 1973, imposed misdemeanor penalties on a property owner refusing to remove noxious weeds; and

WHEREAS, immediately upon learning of the lack of statutory authority for imposing misdemeanor penalties, the Town Council sought to repeal the misdemeanor provision;

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF
THE TOWN OF STEVENVILLE, MONTANA:**

Section 1. The Town Code of Stevensville Section 14-35 is hereby amended, and Section 14-36 is hereby repealed as depicted by Exhibit A attached hereto and incorporated by reference herein.

Section 2. This ordinance shall be in full force and effective thirty (30) days after public hearing and final adoption by the Town Council.

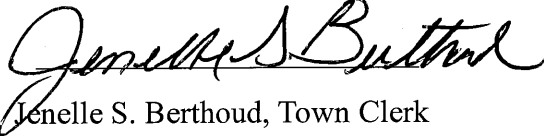
Passed on first reading by the Town Council of the Town of Stevensville, Montana on this 25th
day of July, 2024.

APPROVED:

ATTEST:



Bob Michalson, Mayor



Jenelle S. Berthoud, Town Clerk

Passed on second reading by the Town Council of the Town of Stevensville, Montana on this
____ day of _____, 2024.

APPROVED:

ATTEST:

Bob Michalson, Mayor

Jenelle S. Berthoud, Town Clerk

EXHIBIT A TO ORDINANCE NO. 171

Sec. 14-35. - Notice to destroy and/or remove.

(a) Whenever noxious weeds are found to exist upon any premises within the municipality, the municipality shall notify by registered mail the owner of the property, or, if no person can be located, the person in control of the premises.

(b) The notice shall state that the existence of such noxious weeds constitutes a public nuisance and shall order the owner or owners or person in charge to exterminate or cut and remove all such weeds on any lot, place or area within the municipal limits, and upon one-half of any adjacent street or road. The notice shall further inform such property owners, or their agents, that, upon their failure to exterminate or remove such weeds within seven days of the registered notice, the municipality may proceed to ~~file a criminal complaint against said persons in the city court~~ levy the costs of extermination or removal as a special tax against the property.

(c) In the event the owner or owners of any of said premises neglect to exterminate or remove the noxious weeds therefrom, the municipality may levy the cost of such extermination or removal as a special tax against the property.

(e.g.) In case personal notice by registered mail cannot be delivered, then the notice shall be published two consecutive days in a prominently displayed advertisement in the official newspaper of the county. The last date of publication shall not be less than five days prior to the date upon which the municipality shall order the weeds exterminated or cut and removed from such property.

~~**Sec. 14 36.** Action upon noncompliance with order.~~

~~Neglect or refusal of any owner or owners or agent thereof to exterminate or remove noxious weeds growing, lying or located upon the property of the owner or upon one half of any road or street lying next to the lands after the time period specified in the notice shall constitute a misdemeanor and shall be punishable as provided in section 1-8.~~

EXHIBIT A TO ORDINANCE NO. 171

Sec. 14-35. - Notice to destroy and/or remove.

- (a) Whenever noxious weeds are found to exist upon any premises within the municipality, the municipality shall notify by registered mail the owner of the property, or, if no person can be located, the person in control of the premises.
- (b) The notice shall state that the existence of such noxious weeds constitutes a public nuisance and shall order the owner or owners or person in charge to exterminate or cut and remove all such weeds on any lot, place or area within the municipal limits, and upon one-half of any adjacent street or road. The notice shall further inform such property owners, or their agents, that, upon their failure to exterminate or remove such weeds within seven days of the registered notice, the municipality may proceed to ~~file a criminal complaint against said persons in the city court~~ levy the costs of extermination or removal as a special tax against the property.
- (c) In the event the owner or owners of any of said premises neglect to exterminate or remove the noxious weeds therefrom, the municipality may levy the cost of such extermination or removal as a special tax against the property.
- (d) In case personal notice by registered mail cannot be delivered, then the notice shall be published two consecutive days in a prominently displayed advertisement in the official newspaper of the county. The last date of publication shall not be less than five days prior to the date upon which the municipality shall order the weeds exterminated or cut and removed from such property.

~~**Sec. 14 36.** - Action upon noncompliance with order. —~~

~~Neglect or refusal of any owner or owners or agent thereof to exterminate or remove noxious weeds growing, lying or located upon the property of the owner or upon one half of any road or street lying next to the lands after the time period specified in the notice shall constitute a misdemeanor and shall be punishable as provided in section 1-8.~~

File Attachments for Item:

a. Discussion/Decision: Resolution No. 551 a Resolution of the Town of Stevensville, Montana to Annex Portion of Land



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	Unfinished Business
Person Submitting the Agenda Item:	Bob Michalson
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	08/08/2024
Agenda Topic:	Discussion/Decision: Resolution No. 551 a Resolution of the Town of Stevensville, Montana to Annex Portion of Land
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	08/08/2024
Notes:	On June 27, 2024 at a regularly scheduled town council meeting the town council voted 4-0 to annex a tract of land recorded as Document No. 767047, records of the Ravalli County Clerk and recorder and is located in the NE ¼ of Section 26, Township 9 North, Range 20 West, P.M.M., Ravalli County Montana. This resolution will complete the process that is needed for the track of land to be recorded with the Ravalli County Clerk and Recorders office.

RESOLUTION NO. 551
A RESOLUTION OF THE TOWN OF STEVENSVILLE, MONTANA TO ANNEX A
PORTION OF LAND

WHEREAS, Fred L. Croci has requested the Town of Stevensville agree to annex a portion of his property; and

WHEREAS, the property in question currently is vacant and may provide access to Eastside Highway for Croci's four parcels to be created through a family transfer; and

WHEREAS, the other four parcels of property already are located within The Town of Stevensville boundaries; and

WHEREAS, the tract of land proposed for annexation previously was recorded as Document No. 767047, records of the Ravalli County Clerk and Recorder and is located in the NW ¼, NE 1/4 of Section 26, Township 9 North, Range 20 West, P.M.M., Ravalli County, Montana.

NOW, THEREFORE, BE IT RESOLVED, the Town of Stevensville having reviewed the Application for Annexation by Petition, and good cause appearing, the Town of Stevensville hereby resolves that a tract of land previously recorded as Document No. 767047 of Ravalli County records, located in the NW ¼ NE 1/4 of Section 26, Township 9 North Range 20 West, P.M.M, Ravalli County, Montana shall be annexed into the Town of Stevensville for all purposes, including water and sewer services, when available.

PASSED AND ADOPTED by the Town of Stevensville, Montana, this 27th day of June 2024.

APPROVED:

ATTEST:

Bob Michalson, Mayor

Jenelle S. Berthoud, Town Clerk

File Attachments for Item:

a. Discussion/Decision: Ordinance No. 171 an Ordinance Amending Town Code Section 14-35 and Repealing Town Code Section 14-36 Regarding Noxious Weeds (2nd Reading)



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Bob Michalson
Second Person Submitting the Agenda Item:	Greg Overstreet, Town Attorney
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	08/08/2024
Agenda Topic:	Discussion/Decision: Ordinance No. 171 an Ordinance Amending Town Code Section 14-35 and Repealing Town Code Section 14-36 Regarding Noxious Weeds (2 nd Reading)
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	08/08/2024
Notes:	At the 07/25/2024 regularly scheduled town council meeting the town council approved the first reading of Ordinance No. 171. This is the second reading of this ordinance.

ORDINANCE NO. 171

**AN ORDINANCE AMENDING TOWN CODE SECTION 14-35 AND REPEALING
TOWN CODE SECTION 14-36 REGARDING NOXIOUS WEEDS**

WHEREAS, the Town of Stevensville is authorized by MCA 7-22-4101 to levy the cost of removing noxious weeds upon a property owner to whom the Town has given notice to do so;

WHEREAS, no current provision of the Town Code authorizes the levying of such costs;

WHEREAS, no specific statutory provision authorizes the imposition of misdemeanor penalties upon a property owner refusing to remove noxious weeds after notice to do so;

WHEREAS, a provision of the Town Code, Section 14-36, which was adopted in 1973, imposed misdemeanor penalties on a property owner refusing to remove noxious weeds; and

WHEREAS, immediately upon learning of the lack of statutory authority for imposing misdemeanor penalties, the Town Council sought to repeal the misdemeanor provision;

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF
THE TOWN OF STEVENVILLE, MONTANA:**

Section 1. The Town Code of Stevensville Section 14-35 is hereby amended, and Section 14-36 is hereby repealed as depicted by Exhibit A attached hereto and incorporated by reference herein.

Section 2. This ordinance shall be in full force and effective thirty (30) days after public hearing and final adoption by the Town Council.

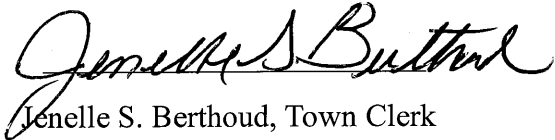
Passed on first reading by the Town Council of the Town of Stevensville, Montana on this 25th
day of July, 2024.

APPROVED:

ATTEST:



Bob Michalson, Mayor



Jenelle S. Berthoud, Town Clerk

Passed on second reading by the Town Council of the Town of Stevensville, Montana on this
____ day of _____, 2024.

APPROVED:

ATTEST:

Bob Michalson, Mayor

Jenelle S. Berthoud, Town Clerk

EXHIBIT A TO ORDINANCE NO. 171

Sec. 14-35. - Notice to destroy and/or remove.

(a) Whenever noxious weeds are found to exist upon any premises within the municipality, the municipality shall notify by registered mail the owner of the property, or, if no person can be located, the person in control of the premises.

(b) The notice shall state that the existence of such noxious weeds constitutes a public nuisance and shall order the owner or owners or person in charge to exterminate or cut and remove all such weeds on any lot, place or area within the municipal limits, and upon one-half of any adjacent street or road. The notice shall further inform such property owners, or their agents, that, upon their failure to exterminate or remove such weeds within seven days of the registered notice, the municipality may proceed to ~~file a criminal complaint against said persons in the city court~~ levy the costs of extermination or removal as a special tax against the property.

(c) In the event the owner or owners of any of said premises neglect to exterminate or remove the noxious weeds therefrom, the municipality may levy the cost of such extermination or removal as a special tax against the property.

(e.g.) In case personal notice by registered mail cannot be delivered, then the notice shall be published two consecutive days in a prominently displayed advertisement in the official newspaper of the county. The last date of publication shall not be less than five days prior to the date upon which the municipality shall order the weeds exterminated or cut and removed from such property.

~~**Sec. 14 36.** Action upon noncompliance with order.~~

~~Neglect or refusal of any owner or owners or agent thereof to exterminate or remove noxious weeds growing, lying or located upon the property of the owner or upon one half of any road or street lying next to the lands after the time period specified in the notice shall constitute a misdemeanor and shall be punishable as provided in section 1-8.~~

EXHIBIT A TO ORDINANCE NO. 171

Sec. 14-35. - Notice to destroy and/or remove.

(a) Whenever noxious weeds are found to exist upon any premises within the municipality, the municipality shall notify by registered mail the owner of the property, or, if no person can be located, the person in control of the premises.

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(c) In the event the owner or owners of any of said premises neglect to exterminate or remove the noxious weeds therefrom, the municipality may levy the cost of such extermination or removal as a special tax against the property.

(d) In case personal notice by registered mail cannot be delivered, then the notice shall be published two consecutive days in a prominently displayed advertisement in the official newspaper of the county. The last date of publication shall not be less than five days prior to the date upon which the municipality shall order the weeds exterminated or cut and removed from such property.

~~**Sec. 14 36.** - Action upon noncompliance with order. —~~

~~Neglect or refusal of any owner or owners or agent thereof to exterminate or remove noxious weeds growing, lying or located upon the property of the owner or upon one half of any road or street lying next to the lands after the time period specified in the notice shall constitute a misdemeanor and shall be punishable as provided in section 1-8.~~

File Attachments for Item:

b. Informational: Mission Street Water Main Replacement Contractor Pay Application



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Bob Michalson
Second Person Submitting the Agenda Item:	Eli Molloy, HDR, Project Manager
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	08/08/2024
Agenda Topic:	Informational: Mission Street Water Main Replacement Contractor Pay Application
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	08/08/2024
Notes:	

Contractor's Application for Payment NO. 4

Application Period: 6/1/2024-6/30/2024	Application Date: 7/12/2024
To (Owner): TOWN OF STEVENSVILLE	From (Contractor): EMERINE CONTRACTING LLC
Project:	Via (Engineer): HDR
Contract:	
Owner's Contract No.:	Contractor's Project No.: 10235808
	Engineer's Project No.: 10235808

Application For Payment

Change Order Summary

Number	Additions	Deductions	
Approved Change Orders			1. ORIGINAL CONTRACT PRICE..... \$ 1,373,691.00
			2. Net change by Change Orders..... \$ 0.00
			3. Current Contract Price (Line 1 ± 2)..... \$
			4. TOTAL COMPLETED AND STORED TO DATE
			(Column F total on Progress Estimates)..... \$ 1,044,759.72
			5. :
			a. 5% X \$1,044,759.72 Work Completed..... \$ 52,237.99
			b. 5% X \$0.00 Stored Material..... \$ 0.00
			c. Total Retainage (Line 5.a + Line 5.b)..... \$ 52,237.99
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 992,521.73
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 675,912.38
			8. GROSS AMOUNT DUE THIS APPLICATION..... \$ 316,609.35
			9. 1% MT GROSS RECEIPTS TAX (1% x line)..... \$ 3,166.09
			10. UNSCHEDULED EMPLOYMENT OF THE ENGINEER/LIQUIDATED DAMAGES. \$
			11. BALANCE TO FINISH, PLUS RETAINAGE
			(Column G total on Progress Estimates + Line 5.c above)..... \$ 381,169.27
NET CHANGE BY CHANGE ORDERS	\$0.00	\$0.00	

Contractor's Certification


The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

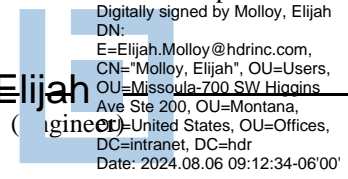
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:  Date: 7/12/2024

Payment of: \$ 313,443.26
(Line 8 - 9 - 10 or other - attach explanation of the other amount)

is recommended by:  (Date)

Payment of: \$ _____
(Line 8 - 9 - 10 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ (Date)

Funding or Financing Entity (if applicable) _____ (Date)

Stored Material Summary

Contractor's Application

For (Contract):						Application Number: 4				
Application Period: 6/1/2024-6/30/2024						Application Date: Jul-24				
Bid Item No.	A Supplier Invoice No.	B Submittal No. (with Specification Section No.)	C Storage Location	Description of Materials or Equipment Stored	D		E Amount Stored this Month (\$)	F		G Materials Remaining in Storage (\$) (D + E - F)
					Stored Previously			Incorporated in Work		
					Date Placed into Storage (Month/Year)	Amount (\$)		Date (Month/Year)	Amount (\$)	
5			YARD	PIPE AND FITTINGS	4/2024	\$ 109,734.59	0	1-May	\$109,734.59	\$0.00
					1/1900					
Totals						\$ 109,734.59	\$0.00	\$0.00	\$109,734.59	\$0.00

File Attachments for Item:

c. Discussion/Decision: Mitigation Pond Easement & Agreement between the Town of Stevensville and Mr. Reeves



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Bob Michalson
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	08/08/2024
Agenda Topic:	Discussion/Decision: Mitigation Pond Easement & Agreement between the Town of Stevensville and Mr. Reeves
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	08/08/2024
Notes:	

After Recording Return To:

Ross Miller
MILLER LAW, PLLC
708 Lolo Street
Missoula, Montana 59802

MITIGATION PONDS EASEMENT AND AGREEMENT

This MITIGATION POND EASEMENT AND AGREEMENT (“Easement Agreement”) is made this ____ day of _____, 2024, by and between Jesse W. Reeves, whose mailing address is PO Box 13, Stevensville, MT 59870, as Grantor (also referred to as “Reeves”), and the Town of Stevensville, whose mailing address is PO Box 30, Stevensville, MT 59870, as Grantee (also referred to as “Stevensville”). Reeves and Stevensville may be jointly referred to as the “Parties”.

The purpose of this Easement Agreement is to grant Stevensville a permanent and perpetual Easement to the Mitigation Ponds located on Reeves’ Property in return for certain considerations.

RECITALS

A. WHEREAS, Reeves owns certain real property particularly described as follows:

26.06 acres located in the NENE Section 35, Township 9 North, Range 20 West, Index 1, CS #691110-R, Tract 1-B (“Reeves’ Property”); and depicted on the attached **Exhibit A**.

B. WHEREAS, Stevensville owns certain real property located adjacent to the northwestern boundary of Reeves’ Property particularly described as follows:

7.39 acres located in the NENE Section 35, Township 9 North, Range 20 West, Index 60, CS #656498-U, Tract 1-A (“Town of Stevensville Property”); and depicted on the attached **Exhibit A**.

C. WHEREAS, three ponds exist in the western area of Reeves’ Property, located just south of the Town of Stevensville Property, referred to herein as the “Mitigation Ponds”, and depicted on the attached **Exhibit A**.

D. WHEREAS, Stevensville owns Municipal Water Right 76H 30043133, attached as **Exhibit B**.

E. WHEREAS, Stevensville’s Municipal Water Right 76H 30043133 is required to implement an Aquifer Recharge Plan to Mitigate the water used by the right.

- F. WHEREAS, implementation of the Aquifer Recharge Plan associated with 76H 30043133 requires Stevensville to discharge certain Mitigation Water Rights 76H 131640-00, 76H 131641-00, and 76H 131642-00 (“Mitigation Rights”) into the Mitigation Ponds.
- G. WHEREAS, the Parties desire that Reeves grant Stevensville an Easement to the Mitigation Ponds to allow Stevensville to implement the Aquifer Recharge Plan required by Municipal Water Right 76H 30043133 and to use the Mitigation Ponds to mitigate Stevensville’s municipal water rights, and in return Stevensville would grant certain sewer and water development rights to Reeves for Reeves’ Property.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements made between Reeves and the Town of Stevensville, the Parties hereby agree as follows:

I. GRANT OF EASEMENT

1. Reeves hereby grants unto Stevensville a permanent and perpetual Easement for access to the existing three Mitigation Ponds located in the western area of Reeves’ Property for implementation of the Aquifer Recharge Plan associated with Municipal Water Right 76H 30043133 and to use the Mitigation Ponds to mitigate Stevensville’s municipal water rights, as shown on **Exhibit A**, attached.
2. This Easement grants Stevensville the right to build and maintain a Diversion from Robertson Creek to divert its Aquifer Recharge and Mitigation Rights from the Creek and into the Mitigation Ponds to allow Stevensville to fully exercise the Mitigation Rights.
3. The Diversion shall consist of a new headgate structure in Robertson Creek, a measurement flume, and a buried culvert that diverts water into the Upper Pond (easternmost pond) as approximately shown on **Exhibit A**. The exact location and design of the Diversion and buried culvert shall be agreed upon by both Parties to best accommodate the access and needs of both Parties and to allow Stevensville to fully exercise the Mitigation Rights.
4. This Easement grants Stevensville the right and obligation to build and maintain an Overflow for the Lower Pond (westernmost pond) that shall function as a spillway to divert excess water from the ponds back into Robertson Creek in a manner to prevent overflowing and overtopping of the ponds. The location of the Overflow is approximately shown on **Exhibit A**. The Overflow shall be constructed as a buried culvert or shallow swale, whichever Reeves prefers. The exact location and design of the Overflow shall be agreed upon by both Parties to best accommodate the access and needs of both Parties.
5. This Easement grants Stevensville permanent and perpetual access to the Mitigation Ponds via the existing road and gate located near the western boundary of Reeves’ Property which connects Stevensville’s existing Wellhouse to the Lower Mitigation Pond, shown as “Reeves’ Driveway” on **Exhibit A**, and which is accessed from Middle Burnt Fork Road via Hitching

Post Lane. This Easement also grants Stevensville access to the Overflow and Diversion and along the entire northern boundary of the three Mitigation Ponds as approximately shown as the "Diversion Access" on **Exhibit A**. This access shall include the right to construct, maintain, and operate the Diversion and Overflow facilities. Stevensville shall provide reasonable notice to Reeves each time it enters Reeves' property, except in times of emergency.

6. This Easement grants Stevensville permanent and perpetual occupancy authority for the Mitigation Ponds for Stevensville to divert Aquifer Recharge Water into the ponds for the purpose of implementing the Aquifer Recharge Plan as required by Municipal Water Right 76H 30043133 and for use as a Mitigation Pond for Stevensville's municipal water rights.
7. Reeves shall not impede the function of the Mitigation Ponds in any manner, and shall not place any fill in the ponds or alter the ponds without the prior written consent of Stevensville.
8. Reeves agrees not to build any kind of permanent structure that prevents Stevensville's access to the Easement. Reeves agrees not to plant any permanent trees within the Easement that prevents access to the Easement. Reeves may install landscaping improvements including but not limited to fences, shrubs, irrigation systems, etc., within the Easement, but acknowledges such installation shall be at Reeves' sole risk, and that any expenses associated with removing, disturbing, or restoration of such improvements shall be borne exclusively by Reeves. Reeves agrees and understands that any such landscaping or property improvements placed within the Easement may be removed and/or damaged by actions of Stevensville in the future as Stevensville exercises its rights granted in this Easement, and Stevensville assumes no liability for such damage, replacement, or repair to any such improvements.
9. Stevensville shall, each time it enters upon the Easement for the purposes herein described, restore the surface of the ground to its original condition as existed immediately before such entry with reasonable diligence, with the exception of: permanent structures, trees, or landscaping improvements that encroach onto the Easement as described in the section above and which are the sole responsibility of Reeves.

II. GRANT OF DEVELOPMENT RIGHTS

10. Stevensville hereby grants Reeves development rights for up to 26 additional residential sewer connections on Reeves' property, which are in addition to the four (4) residential sewer connections previously granted to Reeves' Property under a separate MITIGATION WATER RIGHTS AGREEMENT, for a total of 30 sewer connections on Reeves' Property.
11. Stevensville hereby grants Reeves the development rights for up to 30 residential water connections for Reeves' property dependent on when and if Stevensville is granted the authority by DNRC to serve water to the area.
12. Stevensville shall provide any reasonable assistance required by any state or local government agencies to document and verify its agreement and ability to serve Reeves'

Property with the 26 additional sewer connections and/or the 30 residential water connections subject to this Easement Agreement.

13. Reeves shall be responsible for all construction and installation costs associated with the 26 sewer connections and 30 water connections. Upon or prior to connection of any of the 26 additional sewer connections and/or 30 residential water connections Reeves shall pay Stevensville the standard Sewer and Water Infrastructure Fees required of any such new connections at that time, and shall then be assessed the usual and ordinary wastewater and water service and usage fees as typically assessed to other residential connections.
14. In the event that Stevensville determines it is unable to provide all 26 additional sewer connections on Reeves' Property due to capacity issues with its Wastewater Treatment Plant, Stevensville shall pay a one-time In-Lieu Easement Purchase Price to Reeves of \$500.00 per sewer connection not allowed up to a maximum of 26. For example, if Stevensville determines that its Wastewater Treatment Plant only has the capacity to provide Reeves 6 additional sewer connections at the time Reeves requests the connections, then Stevensville shall pay Reeves an In-Lieu Easement Purchase Price of \$10,000 (20 x \$500) to account for the 20 connections that it is unable provide Reeves.
15. In the event that future development of Reeves' Property is limited by Stevensville's legal ability to serve water to Reeves' Property as determined by the Montana Department of Natural Resources and Conservation, there shall be no additional or alternative compensation, and the Parties shall share the risk of such water right limitations.
16. By connecting any of the 26 additional sewer connections and/or any of the 30 residential water connections subject to this Easement Agreement, Reeves waives any right to protest or object to annexation of Reeves' Property by the Town of Stevensville.
17. Each Party hereto agrees to pay its own costs and attorney's fees, if any.
18. This Agreement is binding on all Parties hereto, their successors, heirs, assigns or transferees, whether such may be individuals or other legal entities.

- **Signatures on following pages** -

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement the date first written above.

GRANTOR:

By: Jesse W. Reeves

STATE OF MONTANA)

:ss.

County of Missoula)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, of _____, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public for the State of:_____

Print Name:_____

Residing at:_____

(SEAL)

My Commission Expires:_____

GRANTEE (Town of Stevensville):

By: Bob Michalson, Mayor, Town of Stevensville

STATE OF MONTANA)

:ss.

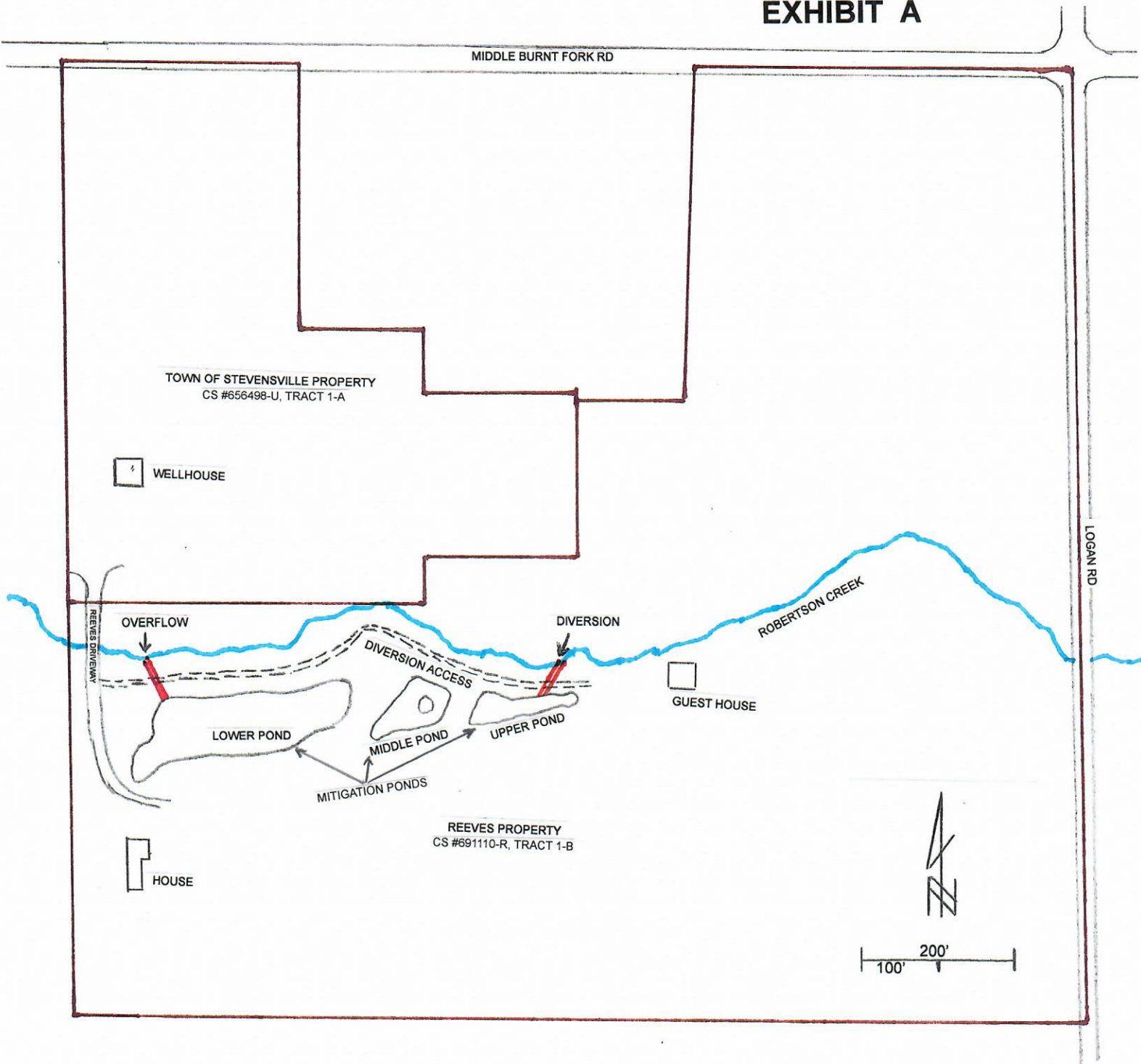
County of Missoula)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, of _____, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public for the State of: _____

EXHIBIT A



STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 76H 30043133 PROVISIONAL PERMIT
Version: 1 -- ORIGINAL RIGHT
Version Status: ACTIVE

Owners: STEVENSVILLE, TOWN OF
PO BOX 30
STEVENSVILLE, MT 59870

Priority Date: SEPTEMBER 3, 2008 at 09:25 A.M.

Enforceable Priority Date: SEPTEMBER 3, 2008 at 09:25 A.M.

Purpose (use): MUNICIPAL

Maximum Flow Rate: 300.00 GPM

Maximum Volume: 96.30 AC-FT

THE TOTAL CONSUMPTIVE USE IS 50.17 AF.

Source Name: GROUNDWATER

Source Type: GROUNDWATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		NWNE	35	9N	20W	RAVALLI

Period of Diversion: JANUARY 1 TO DECEMBER 31

Flow Rate: 300.00 GPM

Diversion Means: WELL

Well Depth: 435.00 FEET

Static Water Level: 137.25 FEET

Casing Diameter: 10.00 INCHES

Purpose (Use): MUNICIPAL

Purpose Clarification: TWIN CREEKS SUBDIVISION

Volume: 96.30 AC-FT

Period of Use: JANUARY 1 to DECEMBER 31

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			NWNE	35	9N	20W	RAVALLI
	Subdivision:	TWIN CREEKS SUBDIVISION					
2			N2N2SWNE	35	9N	20W	RAVALLI

Remarks:

IMPORTANT INFORMATION

THIS WATER RIGHT IS TO SERVE THE TWIN CREEKS 117-LOT SUBDIVISION. 33.6 ACRE-FEET WILL BE FOR IN-HOME DOMESTIC AND 62.7 ACRE-FEET WILL BE FOR LAWN AND GARDEN IRRIGATION.

IMPORTANT INFORMATION

DIVERSION UNDER THIS PERMIT MAY NOT COMMENCE UNTIL THE AQUIFER RECHARGE PLAN IS LEGALLY IMPLEMENTED. DIVERSION UNDER THIS PERMIT MUST STOP IF THE AQUIFER RECHARGE PLAN IN AMOUNT, LOCATION AND DURATION CEASES IN WHOLE OR IN PART. THE AQUIFER RECHARGE WATER SHALL BE DIVERTED AT A RATE OF 444.7 GPM UP TO 300.7 AF FROM ROBERTSON CREEK AND SOUTH SWAMP CREEK AT THEIR HISTORIC CLAIMED POINTS OF DIVERSION AND CONVEYED THROUGH THE EXISTING DITCH TO THE POND IN THE GRAVEL PIT LOCATED IN THE SWNE SEC. 35, T5N, R20W.

WATER MEASUREMENT INFORMATION

ON A FORM PROVIDED BY THE DEPARTMENT, THE APPROPRIATOR SHALL KEEP A MONTHLY WRITTEN RECORD OF THE FLOW RATE AND VOLUME OF ALL WATER DIVERTED. RECORDS SHALL BE SUBMITTED TO THE MISSOULA REGIONAL OFFICE BY NOVEMBER 30 OF EACH YEAR AND UPON REQUEST AT OTHER TIMES DURING THE YEAR. FAILURE TO SUBMIT REPORTS MAY BE CAUSE FOR REVOCATION OF THE PERMIT. THE APPROPRIATOR SHALL MAINTAIN THE MEASURING DEVICE SO IT ALWAYS OPERATES PROPERLY AND MEASURES FLOW RATE AND VOLUME ACCURATELY.

EXHIBIT B

File Attachments for Item:

d. Discussion/Decision: Mitigation Rights Transfer Agreement between the Town of Stevensville and Mr. Reeves



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Bob Michalson
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	08/08/2024
Agenda Topic:	Discussion/Decision: Mitigation Rights Transfer Agreement between the Town of Stevensville and Mr. Reeves
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	08/08/2024
Notes:	

MITIGATION RIGHTS TRANSFER AGREEMENT

This MITIGATION RIGHTS TRANSFER AGREEMENT (“Agreement”) is made and entered into by and between Jesse W. Reeves, whose mailing address is PO Box 13, Stevensville, MT 59870 (referred to in this Agreement as “Reeves”), and the Town of Stevensville, whose mailing address is PO Box 30, Stevensville, MT 59870 (referred to in this Agreement as “Stevensville”). Reeves and Stevensville may be jointly referred to herein as the “Parties”.

The purpose of this Agreement is to facilitate the ownership transfer of certain Mitigation Water Rights from Reeves to Stevensville in return for certain considerations.

RECITALS

- A. WHEREAS, Reeves owns certain real property described as 26.06 acres located in the NENE Section 35, Township 9 North, Range 20 West, Index 1, CS #691110-R, Tract 1-B (“Reeves’ Property”). A map depicting Reeves’ Property is attached hereto as **Exhibit A**.
- B. WHEREAS, Reeves is currently listed by the Montana Department of Natural Resources and Conservation (“DNRC”) as a co-owner of water rights 76H 131640-00, 76H 131641-00, and 76H 131642-00, abstracts attached hereto as **Exhibit B**.
- C. WHEREAS, Stevensville owns Municipal Water Right 76H 30043133, abstract attached hereto as **Exhibit C**.
- D. WHEREAS, the primary Purpose of Reeves’ water rights 76H 131640-00, 76H 131641-00, and 76H 131642-00 is “AQUIFER RECHARGE”, as specified on the abstracts, with the AQUIFER RECHARGE to be used for Mitigation of Stevensville’s Municipal Water Right 76H 30043133. Reeves’ water rights 76H 131640-00, 76H 131641-00, and 76H 131642-00 are herein referred to as the “Mitigation Rights”.
- E. WHEREAS, at the time DNRC issued Municipal Water Right 76H 30043133 to Stevensville in 2011, Stevensville and the prior owner of the Mitigation Rights inadvertently failed to transfer ownership of the Mitigation Rights to the Town of Stevensville.
- F. WHEREAS, Reeves Property is currently served by one (1) residential sewer connection from Stevensville’s Wastewater Treatment Facility.
- G. WHEREAS, the Parties also intend to enter into an associated MITIGATION PONDS EASEMENT AND AGREEMENT, whereby Reeves would provide a permanent easement to Stevensville for access to the Mitigation Ponds located on his property in return for certain considerations.
- H. WHEREAS, the Parties desire to correct the ownership of the Mitigation Rights under the terms of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements made between Reeves and the Town of Stevensville, the Parties hereby agree as follows:

1. Reeves shall transfer ownership of Water Rights 76H 131640-00, 76H 131641-00, and 76H 131642-00 (Mitigation Rights) to Stevensville. In return, Stevensville shall allow up to three (3) additional residential sewer connections on Reeves' property which would be served by the Stevensville Wastewater Treatment Facility, for a total of four (4) residential sewer connections.
2. Stevensville shall prepare and file the necessary forms with DNRC to transfer the ownership of the Mitigation Rights to Stevensville.
3. Reeves shall cooperate with Stevensville in facilitating this transfer of water rights ownership, signing the necessary forms, and providing reasonable assistance in completing the DNRC forms and obtaining any supporting documentation that may be necessary.
4. Reeves shall be responsible for all construction and installation costs associated with the sewer connections. Upon or prior to connection of any of the three additional sewer connections Reeves shall pay Stevensville the standard Sewer Infrastructure Fee required of all new sewer connections, and shall then be assessed the usual and ordinary wastewater service and usage fees as typically assessed to other residential connections.
5. Time is of the essence. The rights and obligations of both Parties as agreed to herein shall commence immediately upon the signing of this Agreement, such that the water right ownership transfer can proceed as soon as practicable. Reeves shall be allowed to construct and connect any of the three additional sewer connections as soon as the Mitigation Rights have been transferred to Stevensville and the transfer is approved by DNRC.
6. Stevensville shall provide any reasonable assistance required by any state or local government agencies to document and verify its agreement and ability to serve Reeves' Property with the three additional sewer connections subject to this agreement.
7. This MITIGATION RIGHTS TRANSFER AGREEMENT is conditional upon both parties signing, executing, and recording the associated MITIGATION PONDS EASEMENT AND AGREEMENT and shall be null and void if the associated MITIGATION PONDS EASEMENT AND AGREEMENT is not fully signed and executed.
8. Each Party hereto agrees to pay its own costs and attorney's fees, if any.
9. This Agreement is binding on all Parties hereto, their successors, heirs, assigns or transferees, whether such may be individuals or other legal entities.

10. This Agreement may be signed in counterparts, where each Party may sign a separate signature page, and all of the signed signature pages together will then comprise a fully signed and executed agreement.

11. This AGREEMENT shall be effective as of the last date it is signed by any of the Parties.

PARTY SIGNATURES

Town of Stevensville

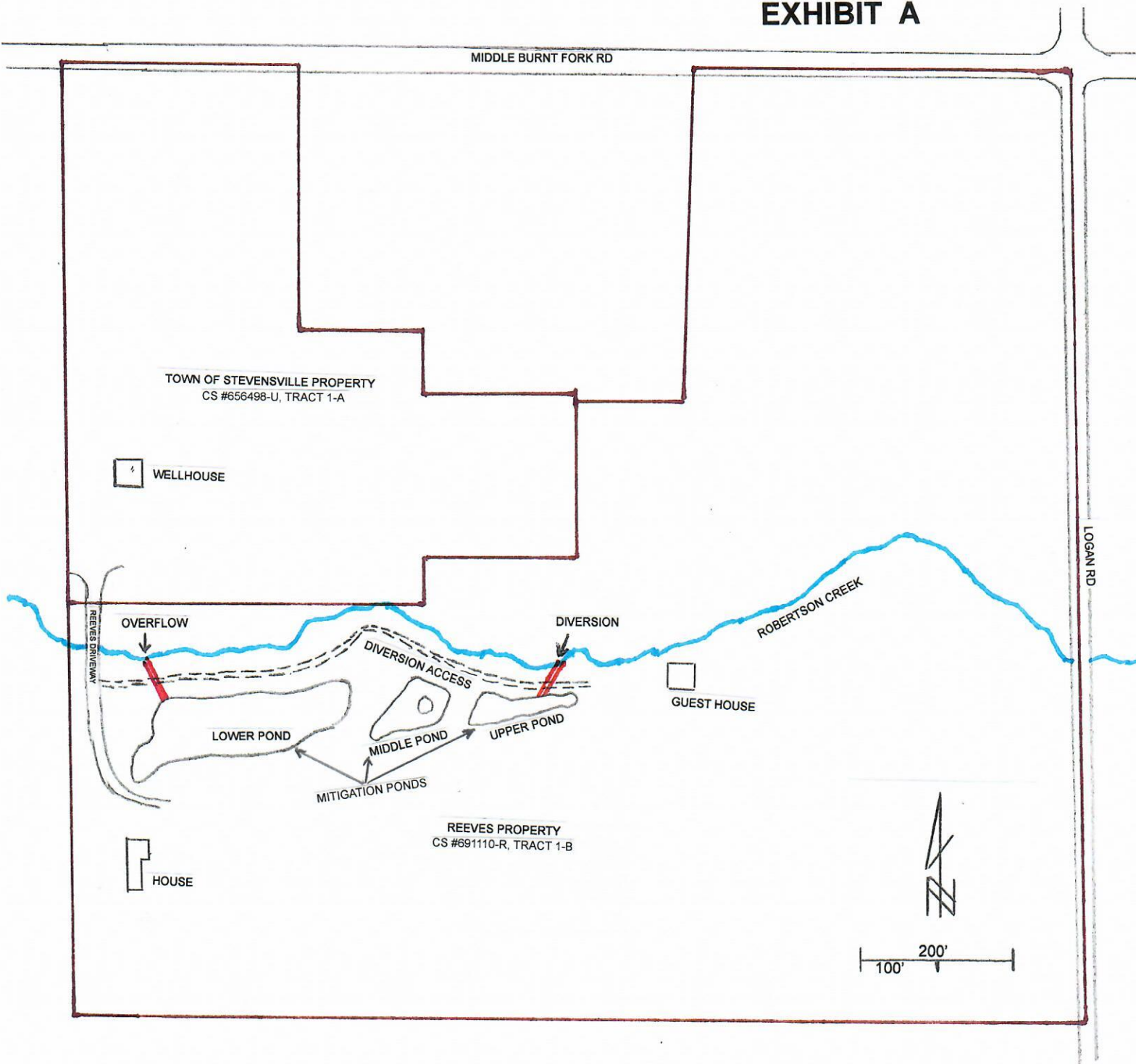
Bob Michalson
Mayor, Town of Stevensville

Date

Jesse W. Reeves

Date

EXHIBIT A



STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O. BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

A version with a more recent operating authority date exists. Contact DNRC for details.

Water Right Number: 76H 131640-00 STATEMENT OF CLAIM
Version: 2 -- CHANGE AUTHORIZATION
Version Status: ACTIVE

THIS AUTHORIZATION IS LIMITED TO THE AMOUNT OF THE HISTORIC USE RECOGNIZED BY THE DEPARTMENT IN THIS PROCEEDING AS SUBJECT TO CHANGE, AND WILL THEREAFTER NOT EXCEED THAT AMOUNT. IF THE HISTORIC USE IS REDUCED UNDER ADJUDICATION PROCEEDINGS PURSUANT TO TITLE 85, CHAPTER 2, PART 2, MCA, THIS AUTHORIZATION WILL BE LIMITED TO A LESSER AMOUNT.

Owners: JESSE W REEVES
PO BOX 13
STEVENSVILLE, MT 59870-0013

TWIN CREEK DEVELOPMENT LLC
4751 BROADWAY
DENVER, CO 80206-2711

Priority Date: MAY 15, 1881
Enforceable Priority Date: MAY 15, 1881

Purpose (Use): AQUIFER RECHARGE
IRRIGATION

Irrigation Type: FLOOD

Maximum Flow Rate: 392.70 GPM

Historical Flow Rate: 392.70 GPM

Maximum Volume: 265.64 AC-FT

Climatic Area: 3 - MODERATE

Historical Diverted Volume: 265.64 AC-FT

Historical Consumptive Volume: 44.43 AC-FT

Maximum Acres: 6.77

Source Name: SOUTH SWAMP CREEK

Source Type: SURFACE WATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>	
1		NWNWNW	36	9N	20W	RAVALLI	
	Period of Diversion:	MAY 1 TO SEPTEMBER 30				Flow Rate:	66.50 GPM
	Diversion Means:	HEADGATE					
2		NWNWNW	36	9N	20W	RAVALLI	
	Period of Diversion:	MAY 1 TO SEPTEMBER 30				Flow Rate:	326.20 GPM
	Diversion Means:	HEADGATE					

DITCH NAME: HEADGATE #92A INTO THE BROWN-TANGMO-HAUPT DITCH

Period of Use: MAY 1 to SEPTEMBER 30

Purpose (Use): AQUIFER RECHARGE

Period of Use: MAY 1 to SEPTEMBER 30

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			SWNE	35	5N	20W	RAVALLI

Purpose (Use): IRRIGATION

Period of Use: MAY 1 to SEPTEMBER 30

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1	6.77		NWNE	35	9N	20W	RAVALLI

Total: 6.77

Geocodes/Valid: 13-1764-35-1-01-04-0000 - Y

Remarks:

THE WATER RIGHTS LISTED FOLLOWING THIS STATEMENT ARE MULTIPLE USES OF THE SAME RIGHT. THE USE OF THIS RIGHT FOR SEVERAL PURPOSES DOES NOT INCREASE THE EXTENT OF THE WATER RIGHT. RATHER IT DECREES THE RIGHT TO ALTERNATE AND EXCHANGE THE USE (PURPOSE) OF THE WATER IN ACCORD WITH HISTORICAL PRACTICES.

131640-00 131644-00

PRIOR TO DIVERTING UNDER THIS CHANGE AUTHORIZATION THE APPLICANT(S) MUST FILE WITH THE DEPARTMENT A LEGALLY BINDING DOCUMENT (DEED, WARRANTY DEED, ETC.) EVIDENCING A CHANGE IN THE OWNERSHIP (DIVIDED INTEREST) IN WATER RIGHT NOS. 76H-131640-00, 76H-131641 AND 76H-131642 ALONG WITH THE PROPER FEES AND DEPARTMENT FORM(S).

NOTICE OF WATER RIGHT TRANSFER RECEIVED 05/01/91.

THE APPROPRIATOR SHALL INSTALL PIEZOMETERS TO MONITOR GROUNDWATER LEVELS ADJACENT TO SOUTH SWAMP CREEK AND ROBERTSON CREEK FOR FIVE YEARS. THE DEPARTMENT MUST BE NOTIFIED BY LETTER IF GROUNDWATER LEVELS RISE TO STREAMBED ELEVATIONS OF EITHER STREAM RESULTING IN GROUNDWATER DISCHARGE. THE APPROPRIATOR SHALL DESCRIBE MODIFICATIONS THEY PROPOSE TO ENSURE THAT AQUIFER RECHARGE WATER DOES NOT CONTINUE TO DISCHARGE TO EITHER STREAM.

ON A FORM PROVIDED BY THE DEPARTMENT, THE APPROPRIATOR SHALL KEEP A MONTHLY WRITTEN RECORD OF THE FLOW RATE AND VOLUME OF ALL WATER DIVERTED INTO THE RECHARGE POND. RECORDS SHALL BE SUBMITTED TO THE MISSOULA REGIONAL OFFICE BY NOVEMBER 30 OF EACH YEAR AN UPON REQUEST AT OTHER TIMES DURING THE YEAR. FAILURE TO SUBMIT REPORTS MAY BE CAUSE FOR REVOCATION OF THIS CHANGE. THE APPROPRIATOR SHALL MAINTAIN THE MEASURING DEVICE SO IT ALWAYS OPERATES PROPERLY AND MEASURES FLOW AND VOLUME ACCURATELY.

OWNERSHIP UPDATE RECEIVED

- OWNERSHIP UPDATE TYPE 608 # 22515 RECEIVED 06/08/2005.
- OWNERSHIP UPDATE TYPE DOR # 99522 RECEIVED 09/06/2011.
- OWNERSHIP UPDATE TYPE 608 # 205235 RECEIVED 06/11/2020.
- OWNERSHIP UPDATE TYPE 608 # 235005 RECEIVED 05/02/2022.
- OWNERSHIP UPDATE TYPE 608 # 256522 RECEIVED 12/07/2023.

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O. BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

A version with a more recent operating authority date exists. Contact DNRC for details.

Water Right Number: 76H 131641-00 STATEMENT OF CLAIM
Version: 2 -- CHANGE AUTHORIZATION
Version Status: ACTIVE

THIS AUTHORIZATION IS LIMITED TO THE AMOUNT OF THE HISTORIC USE RECOGNIZED BY THE DEPARTMENT IN THIS PROCEEDING AS SUBJECT TO CHANGE, AND WILL THEREAFTER NOT EXCEED THAT AMOUNT. IF THE HISTORIC USE IS REDUCED UNDER ADJUDICATION PROCEEDINGS PURSUANT TO TITLE 85, CHAPTER 2, PART 2, MCA, THIS AUTHORIZATION WILL BE LIMITED TO A LESSER AMOUNT.

Owners: JESSE W REEVES
PO BOX 13
STEVENSVILLE, MT 59870-0013

TWIN CREEK DEVELOPMENT LLC
4751 BROADWAY
DENVER, CO 80206-2711

Priority Date: JULY 1, 1875
Enforceable Priority Date: JULY 1, 1875

Purpose (Use): AQUIFER RECHARGE
IRRIGATION

Irrigation Type: FLOOD

Maximum Flow Rate: 93.46 GPM

Historical Flow Rate: 93.46 GPM

Maximum Volume: 62.99 AC-FT

Climatic Area: 3 - MODERATE

Historical Diverted Volume: 62.99 AC-FT

Historical Consumptive Volume: 10.53 AC-FT

Maximum Acres: 6.77

Source Name: SOUTH SWAMP CREEK

Source Type: SURFACE WATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>	
1		NWNWNW	36	9N	20W	RAVALLI	
	Period of Diversion:	MAY 1 TO SEPTEMBER 30				Flow Rate:	15.86 GPM
	Diversion Means:	HEADGATE					
2		NWNWNW	36	9N	20W	RAVALLI	
	Period of Diversion:	MAY 1 TO SEPTEMBER 30				Flow Rate:	77.60 GPM
	Diversion Means:	HEADGATE					

DITCH NAME: HEADGATE #92 INTO THE BROWN-TANGMO-HAUPT DITCH

Period of Use: MAY 1 to SEPTEMBER 30

Purpose (Use): AQUIFER RECHARGE

Period of Use: MAY 1 to SEPTEMBER 30

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			SWNE	35	5N	20W	RAVALLI

Purpose (Use): IRRIGATION

Period of Use: MAY 1 to SEPTEMBER 30

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1	6.77		NWNE	35	9N	20W	RAVALLI

Total: 6.77

Geocodes/Valid: 13-1764-35-1-01-04-0000 - Y

Remarks:

THE WATER RIGHTS LISTED FOLLOWING THIS STATEMENT ARE MULTIPLE USES OF THE SAME RIGHT. THE USE OF THIS RIGHT FOR SEVERAL PURPOSES DOES NOT INCREASE THE EXTENT OF THE WATER RIGHT. RATHER IT DECREES THE RIGHT TO ALTERNATE AND EXCHANGE THE USE (PURPOSE) OF THE WATER IN ACCORD WITH HISTORICAL PRACTICES.

131641-00 131645-00

PRIOR TO DIVERTING UNDER THIS CHANGE AUTHORIZATION THE APPLICANT(S) MUST FILE WITH THE DEPARTMENT A LEGALLY BINDING DOCUMENT (DEED, WARRANTY DEED, ETC.) EVIDENCING A CHANGE IN THE OWNERSHIP (DIVIDED INTEREST) IN WATER RIGHT NOS. 76H-131640-00, 76H-131641 AND 76H-131642 ALONG WITH THE PROPER FEES AND DEPARTMENT FORM(S).

NOTICE OF WATER RIGHT TRANSFER RECEIVED 05/01/91.

ON A FORM PROVIDED BY THE DEPARTMENT, THE APPROPRIATOR SHALL KEEP A MONTHLY WRITTEN RECORD OF THE FLOW RATE AND VOLUME OF ALL WATER DIVERTED INTO THE RECHARGE POND. RECORDS SHALL BE SUBMITTED TO THE MISSOULA REGIONAL OFFICE BY NOVEMBER 30 OF EACH YEAR AN UPON REQUEST AT OTHER TIMES DURING THE YEAR. FAILURE TO SUBMIT REPORTS MAY BE CAUSE FOR REVOCATION OF THIS CHANGE. THE APPROPRIATOR SHALL MAINTAIN THE MEASURING DEVICE SO IT ALWAYS OPERATES PROPERLY AND MEASURES FLOW AND VOLUME ACCURATELY.

THE APPROPRIATOR SHALL INSTALL PIEZOMETERS TO MONITOR GROUNDWATER LEVELS ADJACENT TO SOUTH SWAMP CREEK AND ROBERTSON CREEK FOR FIVE YEARS. THE DEPARTMENT MUST BE NOTIFIED BY LETTER IF GROUNDWATER LEVELS RISE TO STREAMBED ELEVATIONS OF EITHER STREAM RESULTING IN GROUNDWATER DISCHARGE. THE APPROPRIATOR SHALL DESCRIBE MODIFICATIONS THEY PROPOSE TO ENSURE THAT AQUIFER RECHARGE WATER DOES NOT CONTINUE TO DISCHARGE TO EITHER STREAM.

OWNERSHIP UPDATE RECEIVED

- OWNERSHIP UPDATE TYPE 608 # 22515 RECEIVED 06/08/2005.
- OWNERSHIP UPDATE TYPE DOR # 99522 RECEIVED 09/06/2011.
- OWNERSHIP UPDATE TYPE 608 # 205235 RECEIVED 06/11/2020.
- OWNERSHIP UPDATE TYPE 608 # 235005 RECEIVED 05/02/2022.
- OWNERSHIP UPDATE TYPE 608 # 256522 RECEIVED 12/07/2023.

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O. BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

A version with a more recent operating authority date exists. Contact DNRC for details.

Water Right Number: 76H 131642-00 STATEMENT OF CLAIM
Version: 2 -- CHANGE AUTHORIZATION
Version Status: ACTIVE

THIS AUTHORIZATION IS LIMITED TO THE AMOUNT OF THE HISTORIC USE RECOGNIZED BY THE DEPARTMENT IN THIS PROCEEDING AS SUBJECT TO CHANGE, AND WILL THEREAFTER NOT EXCEED THAT AMOUNT. IF THE HISTORIC USE IS REDUCED UNDER ADJUDICATION PROCEEDINGS PURSUANT TO TITLE 85, CHAPTER 2, PART 2, MCA, THIS AUTHORIZATION WILL BE LIMITED TO A LESSER AMOUNT.

Owners: JESSE W REEVES
PO BOX 13
STEVENSVILLE, MT 59870-0013

TWIN CREEK DEVELOPMENT LLC
4751 BROADWAY
DENVER, CO 80206-2711

Priority Date: JUNE 1, 1858
Enforceable Priority Date: JUNE 1, 1858

Purpose (Use): AQUIFER RECHARGE
IRRIGATION

Irrigation Type: FLOOD

Maximum Flow Rate: 49.14 GPM

Historical Flow Rate: 49.14 GPM

Maximum Volume: 33.31 AC-FT

Climatic Area: 3 - MODERATE

Historical Diverted Volume: 33.31 AC-FT

Historical Consumptive Volume: 5.57 AC-FT

Maximum Acres: 6.77

Source Name: ROBERTSON CREEK

Source Type: SURFACE WATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>	
1		SWNWNW	36	9N	20W	RAVALLI	
	Period of Diversion:	MAY 1 TO SEPTEMBER 30				Flow Rate:	8.34 GPM
	Diversion Means:	HEADGATE					
2		SWNWNW	36	9N	20W	RAVALLI	
	Period of Diversion:	MAY 1 TO SEPTEMBER 30				Flow Rate:	40.80 GPM
	Diversion Means:	HEADGATE					

DIVERSION IS HEADGATE NO. 92.

Period of Use: MAY 1 to SEPTEMBER 30

Purpose (Use): AQUIFER RECHARGE

Period of Use: MAY 1 to SEPTEMBER 30

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			SWNE	35	9N	20W	RAVALLI

Purpose (Use): IRRIGATION

Period of Use: MAY 1 to SEPTEMBER 30

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1	6.77		NWNE	35	9N	20W	RAVALLI

Total: 6.77

Geocodes/Valid: 13-1764-35-1-01-04-0000 - Y

Remarks:

THE WATER RIGHTS LISTED FOLLOWING THIS STATEMENT ARE MULTIPLE USES OF THE SAME RIGHT. THE USE OF THIS RIGHT FOR SEVERAL PURPOSES DOES NOT INCREASE THE EXTENT OF THE WATER RIGHT. RATHER IT DECREES THE RIGHT TO ALTERNATE AND EXCHANGE THE USE (PURPOSE) OF THE WATER IN ACCORD WITH HISTORICAL PRACTICES.

131642-00 131643-00

STARTING IN 2008, PERIOD OF DIVERSION WAS ADDED TO MOST CLAIM ABSTRACTS, INCLUDING THIS ONE.

PRIOR TO DIVERTING UNDER THIS CHANGE AUTHORIZATION THE APPLICANT(S) MUST FILE WITH THE DEPARTMENT A LEGALLY BINDING DOCUMENT (DEED, WARRANTY DEED, ETC.) EVIDENCING A CHANGE IN THE OWNERSHIP (DIVIDED INTEREST) IN WATER RIGHT NOS. 76H-131640-00, 76H-131641 AND 76H-131642 ALONG WITH THE PROPER FEES AND DEPARTMENT FORM(S).

NOTICE OF WATER RIGHT TRANSFER RECEIVED 05/01/91.

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STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 76H 30043133 PROVISIONAL PERMIT
Version: 1 -- ORIGINAL RIGHT
Version Status: ACTIVE

Owners: STEVENSVILLE, TOWN OF
PO BOX 30
STEVENSVILLE, MT 59870

Priority Date: SEPTEMBER 3, 2008 at 09:25 A.M.

Enforceable Priority Date: SEPTEMBER 3, 2008 at 09:25 A.M.

Purpose (use): MUNICIPAL

Maximum Flow Rate: 300.00 GPM

Maximum Volume: 96.30 AC-FT

THE TOTAL CONSUMPTIVE USE IS 50.17 AF.

Source Name: GROUNDWATER

Source Type: GROUNDWATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		NWNE	35	9N	20W	RAVALLI

Period of Diversion: JANUARY 1 TO DECEMBER 31

Flow Rate: 300.00 GPM

Diversion Means: WELL

Well Depth: 435.00 FEET

Static Water Level: 137.25 FEET

Casing Diameter: 10.00 INCHES

Purpose (Use): MUNICIPAL

Purpose Clarification: TWIN CREEKS SUBDIVISION

Volume: 96.30 AC-FT

Period of Use: JANUARY 1 to DECEMBER 31

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			NWNE	35	9N	20W	RAVALLI
	Subdivision:	TWIN CREEKS SUBDIVISION					
2			N2N2SWNE	35	9N	20W	RAVALLI

Remarks:

IMPORTANT INFORMATION

THIS WATER RIGHT IS TO SERVE THE TWIN CREEKS 117-LOT SUBDIVISION. 33.6 ACRE-FEET WILL BE FOR IN-HOME DOMESTIC AND 62.7 ACRE-FEET WILL BE FOR LAWN AND GARDEN IRRIGATION.

IMPORTANT INFORMATION

DIVERSION UNDER THIS PERMIT MAY NOT COMMENCE UNTIL THE AQUIFER RECHARGE PLAN IS LEGALLY IMPLEMENTED. DIVERSION UNDER THIS PERMIT MUST STOP IF THE AQUIFER RECHARGE PLAN IN AMOUNT, LOCATION AND DURATION CEASES IN WHOLE OR IN PART. THE AQUIFER RECHARGE WATER SHALL BE DIVERTED AT A RATE OF 444.7 GPM UP TO 300.7 AF FROM ROBERTSON CREEK AND SOUTH SWAMP CREEK AT THEIR HISTORIC CLAIMED POINTS OF DIVERSION AND CONVEYED THROUGH THE EXISTING DITCH TO THE POND IN THE GRAVEL PIT LOCATED IN THE SWNE SEC. 35, T5N, R20W.

WATER MEASUREMENT INFORMATION

ON A FORM PROVIDED BY THE DEPARTMENT, THE APPROPRIATOR SHALL KEEP A MONTHLY WRITTEN RECORD OF THE FLOW RATE AND VOLUME OF ALL WATER DIVERTED. RECORDS SHALL BE SUBMITTED TO THE MISSOULA REGIONAL OFFICE BY NOVEMBER 30 OF EACH YEAR AND UPON REQUEST AT OTHER TIMES DURING THE YEAR. FAILURE TO SUBMIT REPORTS MAY BE CAUSE FOR REVOCATION OF THE PERMIT. THE APPROPRIATOR SHALL MAINTAIN THE MEASURING DEVICE SO IT ALWAYS OPERATES PROPERLY AND MEASURES FLOW RATE AND VOLUME ACCURATELY.

EXHIBIT C

File Attachments for Item:

e. Discussion/Decision: Set a C.O.W. Meeting to Discuss a Utility Billing/Reduced Rate Program



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Bob Michalson
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	08/08/2024
Agenda Topic:	Discussion/Decision: Set a C.O.W. Meeting to Discuss a Utility Billing/Reduced Rate Program
Backup Documents Attached?	No
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	08/08/2024
Notes:	

File Attachments for Item:

f. Discussion/Decision: Resolution No. 552 a Resolution of the Town of Stevensville, MT Providing for the Reversal and Reimbursement of the Budget for the Fiscal Year 23/24



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Bob Michalson
Second Person Submitting the Agenda Item:	Robert Underwood
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	08/08/2024
Agenda Topic:	Discussion/Decision: Resolution No. 552 a Resolution of the Town of Stevensville, MT Providing for the Reversal and Reimbursement of the Budget for the Fiscal Year 23/24
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	08/08/2024
Notes:	Resolution No. 513a was passed to transfer ARPA funds to the general fund and the capital improvement fund. A reversal and reimbursement is needed to show said funds were used for police wages, audit services and the ARPA leak project.

RESOLUTION NO. 552

**A RESOLUTION OF THE TOWN OF STEVENSVILLE, MONTANA
PROVIDING FOR THE REVERSAL AND REIMBURSEMENT OF THE
BUDGET FOR THE FISCAL YEAR 2023-2024**

WHEREAS, the Stevensville Town Council adopted Resolution No. 513a; and

WHEREAS, a transfer of funds in the amount of \$530,862.00 from the following funds in order to facilitate the expenditures and offset said funds.

Transfer from Fund 2991 ARPA to Fund 1000 General \$524,462.00 and transfer from Fund 2991 ARPA to Fund 4000 Capital improvements \$6,400.00; and

NOW, THEREFORE, BE IT RESOLVED, to reverse the transfer of said funds in the amount of \$530,862.00; and

BE IT FURTHER RESOLVED, that the general fund be reimbursed for Police Wages and Audit Services in the amount of \$266,227.00 and the ARPA Leak Project be reimbursed for \$264,635.00

Passed and adopted by the Town Council of the Town of Stevensville the 8th day of August 2024.

APPROVE:

ATTEST:

Bob Michalson, Mayor

Jenelle S. Berthoud, Town Clerk

File Attachments for Item:

g. Discussion/Decision: Approval of Police Officer Contract for the Town of Stevensville Police Department



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Bob Michalson
Second Person Submitting the Agenda Item:	John Boe, Chief of Police
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	08/08/2024
Agenda Topic:	Discussion/Decision: Approval of Police Officer Contract for the Town of Stevensville Police Department
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	08/08/2024
Notes:	

Town of Stevensville

Police Officer Contract

This contract (“Contract”) is entered into on the second signature date below (“Effective Date”) between the Town of Stevensville (“Town”) and _____ (“Employee”).

Term

This Contract shall be in effect for one year after the Effective Date. It renews automatically for an additional one-year term unless either party terminates it in writing.

At-Will Employee

Employee acknowledges that he or she is an at-will employee.

Personnel Policy Manual

The parties recognize that the employment policies of the Town are described in the Town’s Personnel Policy Manual, adopted by Resolution 515a, on 18th day of April 2024. In some instances, this Contract specifies that the guidance in the Personnel Policy Manual serves as guidance on a particular topic. If this Contract does not address a particular topic, the guidance in the Personnel Policy Manual applies.

Wages

The wages for police officers shall be: *****Chief to fill in*****. Pay rates must be approved by the Town Council.

Overtime

Overtime is governed by the Personnel Policy Manual.

Scheduling

The work week will normally be *****Chief to fill in*****.

The Town may make temporary changes to any employee’s work hours or assignment in the event of an emergency. For changes that will last for more than 14 days, the Town will allow the affected Employee(s) to meet and confer with the Chief of Police.

Breaks

Employees have the following paid breaks: two 15-minute breaks and one 30-minute meal break. During all breaks, Employees shall remain in contact with the dispatcher and the Chief of Police and are subject to being called to duty.

Probationary Employees

An Employee is on probation for the first *****Chief to fill in***** of his or her employment. A probationary employee may be terminated without cause during his or her probationary period.

Evaluations

Probationary Employees will be evaluated at least twice during their probationary period. Non-probationary Employees will be evaluated periodically. Evaluations may be done at the request of the Town or the Employee.

Uniforms and Equipment

The Town will issue each Employee uniforms and equipment, including a firearm and ballistic vest. A Town-issued firearm and ballistic vest remain the property of the Town.

Leaving Employment Before Three Years

Employee acknowledges that the Town is investing a significant amount of tax dollars in the Employee's training and equipment. Therefore, Employee agrees that, if he or she leaves the employment of the Town within three years from completing the Montana Public Safety Officer Standards and Training academy, he or she will reimburse the Town on a prorated basis for his or her academy costs, uniforms, and equipment.

Holidays, Vacation, Sick Leave, Bereavement, Jury and Witness Duty, Military Leave

Holidays, vacation leave, sick leave, bereavement leave, jury and witness duty, and military leave are governed by the Personnel Policy Manual.

Workers' Compensation

Employees are entitled, if eligible, to workers' compensation benefits as provided in MCA Title 39, Chapter 71.

Health Insurance

Health insurance benefits are governed by the Personnel Policy Manual.

Retirement Benefits

Retirement benefits are governed by the Personnel Policy Manual.

Management Rights

Employee recognizes that the prerogative of the Town to operate its affairs in all respects and the powers of authority which the Town has not officially delegated, limited, or modified by this Contract are retained by the Town, in all such areas, including but not limited to:

- Directing employees;
- Hiring, promoting, transferring, assigning, and retaining employees;
- Relieving employees from duties because of lack of work or funds under conditions where continuation of such work is inefficient or non-productive;

- Maintaining the efficiency of government operations;
- Determining the methods, means, job classifications, and personnel by which government operations are to be conducted;
- Taking whatever actions may be necessary to carry out the missions of the Town in situations of emergency; and
- Establishing the methods and processes by which work is performed.

No Strike

Employee acknowledges that MCA 39-31-501 provides:

It is unlawful for a police officer to strike or recognize a picket line of a labor organization while in performance of official duties. A police officer may not engage in the following actions in concert with others: (i) refusal to report for duty, (ii) willful absence from the police officer’s position, (iii) stoppage of work; or (iv) departure from the full, faithful, or proper performance of duties of employment.

Work Conduct

Employees will conform to all laws, regulations, and policies and supervisory instructions as a condition for continued employment. Non-probationary employees will be disciplined or terminated only for just cause. Revocation of the appointment of any probationary police officer will not be subject to any provision of this Contract.

Savings Clause

If any portion of this Contract is determined or declared to be contrary to or in violation of any federal or Montana law, the remainder shall not be affected or invalidated.

Agreed to:

Employee

Chief of Police, on behalf of the Town

Date

Date