



**Stevensville Town Council Meeting**  
**Agenda for**  
**THURSDAY, JULY 23, 2020**  
**7:00 PM**  
*Held virtually via Zoom*

**\*\*\* PLEASE SEE THE CITIZEN GUIDE FOR PARTICIPATION IN VIRTUAL PUBLIC MEETINGS POSTED ON THE POSTING BOARD AND ON THE TOWN'S WEBSITE FOR INFORMATION REGARDING PUBLIC COMMENT & HOW TO OBSERVE MEETINGS\*\*\***

The Town of Stevensville live streams Town Council and board meetings on our website at [www.townofstevensville.com/meetings](http://www.townofstevensville.com/meetings)

**A webform for real-time public comment submission is available here: [PUBLIC COMMENT](#)**

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)  
*Citizens can comment by emailing [council@townofstevensville.com](mailto:council@townofstevensville.com), or by mail. Comments emailed are forwarded to all Town Council Members prior to and during the meeting.*  
*A half hour prior to the start of a virtual public meeting, we'll place a drop box outside the front door at 206 Buck Street where citizens can drop off written comments. Comments will be read during the relevant agenda item's public comment period.*  
**A webform for real-time public comment submission is available here: [PUBLIC COMMENT](#)**
4. Approval of Minutes
  - [a.](#) June 11, 2020 Council Meeting
  - [b.](#) June 16, 2020 Budget Workshop
  - [c.](#) June 17, 2020 Public Hearing
  - [d.](#) June 23, 2020 Budget Workshop
  - [e.](#) July 9, 2020 Council Meeting
5. Approval of Bi-Weekly Claims
6. Administrative Reports
  - [a.](#) Airport
  - [b.](#) Building Department
  - [c.](#) Finance
  - [d.](#) Fire Department
  - [e.](#) Parks & Recreation
  - [f.](#) Police Department
  - [g.](#) Public Works
7. Guests
8. Correspondence
  - [a.](#) Resignation Letter from Monica Hoffman, Town Clerk
  - [b.](#) Letter from Alli Bristow RE: Safer Streets
  - [c.](#) Letter from Jim Crews RE: Clerk Conduct
9. Public Hearings
10. Unfinished Business

11. New Business
  - a. Discussion/Decision: Agreement with HDR Engineering for the 2020 Water System Preliminary Engineering Report
  - b. Discussion/Decision: Airport Lease Agreement for Lot 8, Block 1
  - c. Discussion/Decision: Authorization of water & wastewater connection for unannexed property at Middle Burnt Fork Rd & Logan Lane
  - d. Discussion/Decision: Resolution 478, adopting fees. Permits and lease rates and charges at the Stevensville Airport
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:**

June 11, 2020 Council Meeting



**Stevensville Town Council Meeting**  
**Minutes for**  
**THURSDAY, JUNE 11, 2020**  
**7:00 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. Councilmember Vick made a motion to suspend council rules and limit Public Comment to 3 minutes, staying on topic, with Ms. Devlin seconding that motion. Mayor Dewey called for the vote, starting with Mr. Michalson "No," Vick "I" Holcomb "No," Devlin "I," Mayor votes "I" and the motion passes 3-2.

4. Public Comments

Steve Gibson, asked if the RFP has been sent out to the newspapers. It was clarified that the RFP for IT services would go out next Monday, for 2 weeks.

Mark Adams, 60 E 2<sup>nd</sup> St. Comments directed toward Ms. Devlin, emails read are public information, as long as you request for public information,

Stacie Barker, 104 Winslett. Concerned that not all correspondence is being read and her 1<sup>st</sup> amendment rights are being taken away because of social distancing guidelines being enforced. Social distancing is a recommendation, not a law. Read definition of "transparency." IT services are still being paid. (stopped for time of 3 min.)

Sue Devlin, 305 6<sup>th</sup> St. Spoke about Council members lying at the Board of Adjustments Meeting on 5/21/2020. We need to hold our elected officials accountable.

Leanna Rodabaugh, continued to read Ms. Barker's letter. Claims continue to keep coming up. When are we going to hold people accountable? The Mayor & Clerk have once again, overrode; Has not seen the attorney represent the town except to rack in a paycheck. Voiced her concerns to Ms. Devlin about Burnt Fork Place.

Leslie Tadvick, 509 Mission. It is now budget time and suggests to freeze all salaries. It would be fiscally irresponsible to hire, make additions or remodel.

Sheri Deitsch, 105 Winslett Ave. Continued to read Ms. Baker's letter. Why hold the Public Hearing on this project if minds are made up. I do see future lawsuits and we cannot afford these. We are the people voting officials into office and put on a time limit or cut off. We need to improve on communication in this town.

Terri Lackey, 517 S. This is a public building. I did not give you permission to put a sign on the door to wear a mask. You all need to stop social distancing.

5. Approval of Minutes

Approval of Bi-Weekly Claims

Claims #15988-16028 in the amount of \$37,939.03

Councilmember Vick made a motion to approve Claims #15988-16028 in the amount of \$37,939.03. The motion was then seconded by Councilmember Michalson. Mayor Dewey called for public comment, then called for the vote, starting with Councilmember Devlin "I," Holcomb "No," Vick "I," and Michalson "No." Mayor votes "I," and the motion passes 3-2.

6. Administrative Reports

- Airport Manager's Report

Airport Manager's Report is in the packet. A letter of resignation has been received as of yesterday. Construction on the parallel taxiway started on 6/1/2020. The airport received a \$30,000 CARES Airport Grant, which must be used for airport operating expenses.

- Building Department Report

Building Dept Report in the packet, which includes \$10,456.75 total fees collected and 18 total permits issued.

- Finance Report

Robert Underwood presented the Finance Report. This included an update on the special audit.

- Fire Department Report

Chief Motley presented the Fire Department Report, with 50 calls for the month of May, with 266 total calls for the year.

- Parks & Recreation Report

Bobby Sonsteng introduced himself as the new Parks & Recreation Director. He has updated the website, becoming familiar with the organization rather fast and preparing for the pool to open. Many programs are in the works.

- Police Department Report

Chief Marble gave the Police Report. Calls for service in March: 65, April: 91, May: 58.

- Public Works Report

George Thomas presented the Public Works Activity Report. Dustin Tribby is the newest hire. Leak locates were done the first week of May, with 50 leaks found. Spring Clean up was done. Replaced 5 trees on Main St.

7. Guests
8. Correspondence
9. Public Hearings
10. Unfinished Business

- a. 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

On March 12, Council decided to table Res. No. 470 with the intent to wait for a contract to come forward with Mr. Reeves. Since then, on June 5, Council took action to proceed with annexation without a contract for easement.

There were two questions in which were emailed from Ms. Devlin, pertaining to protecting the water, wetlands and pond protection. Mr. Kellogg wrote a response to both questions and Mayor Dewey read those responses. The owners, are in favor of annexation, with zone C-2, and would like to build a home and connect to municipal services. Ms. Michalson stated the reason he never submitted questions was because he stands the same as last week, would like to see a contract. Discussion continued.

Councilmember Vick made a Motion to approve Resolution No. 470, annexing with an Interim R-1. The motion was seconded by Ms. Devlin.

Mayor Dewey called for Public Comment.

Steve Gibson, read off statute 7-13-43-14, annexation statute. This happens in many other communities. The state does not mandate what other communities do, up to the Council. It is not in the state law, it states "may."

Marilyn Wolf, 300 Aspen. Discouraged annexing without a contract.

George Thomas, In the past, no property has been annexed without having the infrastructure in place.

Jeff Standard, worked on the Reeves project for a while. Contract for services has been done many times throughout Montana.

Mr. Vick would like to retract his original motion, Ms. Devlin concurred.

Councilmember Vick made a Motion to approve 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, while we continue researching. The motion was seconded by Ms. Holcomb. Mayor Dewey called for Public Comment, then called for the vote, with the motion passes unanimously, 4-0.

11. New Business
  - a. Discussion/Decision: Fire Department Volunteer Roster

Councilmember Vick made a Motion to approve the Fire Department Volunteer Roster. The motion was seconded by Ms. Holcomb.

Mr. Vick would like to add to his motion to provide back-pay to Asst. Fire Chief Lee Henderson dating back to April 1, as he has not received an honorarium.

Mr. Michalson asked about the honorarium pay included in the budget.  
Fire Chief Motley spoke about the current roster.

Dewey called for Public Comment, then called for the vote, the motion passed unanimously, 4-0.

- b. Discussion/Decision: Creating a permanent Parks & Recreation Director position and authorizing compensation

Mayor Dewey spoke to the creation of this new position, aiming to improve the overall public health and wellness of Stevensville's citizens and visitors. The administration has shifted from the Seasonal Pool Manager position to a Permanent Parks & Recreations Director position. We are budgeting to maintain the positions at a wage of \$17/HR.

Mr. Michalson would be in support of a part-time position. Ms. Devlin is in support of the position for the youth benefits.

Mayor Dewey called for Public Comment.

Steve Gibson, concerned about hiring and assuming we are going to receive the CARES Grant.

Sheri Dietsch, 105 Winslett. Concerned about the forethought of the position and the costs of needing more staff for children programming.

Stacie Barker, 104 Winslett. Requested information on Ordinance 144.

On the motion creating a permanent Parks & Recreation Director position and authorizing compensation of \$17/hr. Mayor Dewey called for the vote, Michalson "No," Vick "I," Holcomb "No," Devlin "I," Mayor "I," Motion passes 3-2.

- c. Discussion/Decision: Creating seasonal Park Attendant positions and authorizing compensation

Councilmember Vick made a motion to Creating seasonal Park Attendant positions and authorizing compensation. The motion was seconded by Ms. Devlin and Mayor Dewey called for the vote, Holcomb "No," Vick "I," Michalson "No," Devlin "I," Mayor "I," Motion passes 3-2.

## 12. Executive Report

Mayor Dewey gave his Executive Report.

13. Town Council Comments
14. Board Reports
15. Adjournment

**Meeting adjourned at approximately 9:20 p.m.**

**APPROVE:**

**ATTEST:**

\_\_\_\_\_  
Brandon E. Dewey, Mayor

\_\_\_\_\_  
Monica Hoffman, Town Clerk

**File Attachments for Item:**

b. 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:**

c. June 17, 2020 Public Hearing

**Stevensville Public Hearing  
Minutes for  
WEDNESDAY, JUNE 17, 2020  
6:30 PM**

1. Call to Order and Roll Call

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

2. Pledge of Allegiance

3. Public Hearings

The public is invited this evening to welcome comments regarding the town's community housing need (public facilities, economic development, and housing need), including the needs of low-income persons, to be served by the proposed development of a low-income multifamily housing project known as Burnt Fork Place Apartments.

Jim Morton and Bob Robinson from Human Resource Council presented the housing architectural design and building plans. Ground water tests have been performed and the building foundations will be built up, to avoid water issues. The sight water will be contained on site, in a large shallow area, with DEQ regulations. This particular affordable housing development will serve seniors, disabled and victims of domestic violence. The income requirements were discussed. They plan on breaking ground mid-July and plan to finish June 2021.

Jim Tadvick, 509 Mission St, concerned that our current system has the capacity for this project and the future projects.

Bent Laursen, 102 Winslett Ave, this project will be bordering their property. Their crawl space is filled with water every spring.

Dave Thorson, 106 Winslett Ave, spoke about the ground water problems. The storage units are most likely the cause, as he was wondering if the engineers are considering affecting the water.

Kim French, 510 E 2<sup>nd</sup> #4, familiar with the area, as she grew up there and the basement was always flooded. Interested in who the investors are because anyone who lives on low-income standards, still cannot afford these figures. Anyone she knows who is disabled cannot afford this; How do we assure these are victims of domestic violence and \$34,000 can afford a nice house in a decent neighborhood.

Sheri Dietsch, 105 Winslett Ave, expressed concerns with the water issues, and the water table is high that she does not water her lawn. Ms. Dietsch questions when the water testing was done. The mayor is endorsing this project and does not care about what people think about the project.

Bill Jarvis, 285 Village Parkway, owns the property and business north of the project. Concerned with 16 units causing increased traffic.

Stacie Barker, 104 Winslett Ave, brought many concerns to the council about the project. When she was on Council in 2016, it was brought forth. She has water in her crawl space, and as soon as the storage unit was built, all that water went into the field, and into the backyards.

Leanna Rodabaugh, wondering why Council does not have a decision on this. The people of the town do not want this, and the Mayor is the only one that wants this.

Jane Schutz, 103 Winslett Ave, lives near the project. Every year someone builds, there is more flooding. At the Nicole Court meeting, they said we would have a chance. Everytown has had a chance to say "No," why Stevensville.

Tonya Eckert, 106 Winslett Ave, every year the water gets worse, no matter how much you build and detour the water, its not going anywhere. Spoke about black mold and low-income housing. That area is a swamp area, we don't want it and I think we can say no.

Leslie Tadvick, 509 Mission St, growing up, she rode her bike every in this town and was not allowed to go near the swamp. We don't know who is moving into these houses and who was on the Council that wanted this.

Mark Adams, 610 E 2<sup>nd</sup> St, lived in the same house for 66 years, with very few years not needing to pump the basement. The economics: The owners will pay taxes but those will not cover police, sewer, water...these kinds of people need jobs.

Kim French, 510 E 2<sup>nd</sup> #4, if you build all the water up, it's fine until rain and snowmelt, the houses below all are affected. Would like to know who is doing the perk tests because the natural Bitterroot River is below our feet.

John Kellogg, PCI. This project started in 2003, as Nicole Court. We are required to show DEQ that the water will not disperse any water off of the property.

Bill Perrin, 503 Charlos. When he was on Council, the mayor then and the rest of Council went up to Helena in favor of the project.

Jim Tadvick, 509 Mission, St, requested the public works director speak on behalf of the water system servicing that area.

4. Adjournment

Meeting adjourned at approximately 7:34 p.m.

**APPROVE:**

**ATTEST:**

\_\_\_\_\_  
Brandon E. Dewey, Mayor

\_\_\_\_\_  
Monica Hoffman, Town Clerk

**File Attachments for Item:**

d. June 23, 2020 Budget Workshop

**Stevensville Budget Workshop**  
**Minutes for**  
**TUESDAY, JUNE 23, 2020**  
**7:00 PM**

1. Call to Order and Roll Call

Roll Call: Councilmembers Michalson, Ms. Devlin & Ms. Holcomb. Councilmember Vick participated through Zoom. Staff and members of the community were also present.

2. Unfinished Business

Mayor Dewey asked if Council they had any questions or feedback from the last Budget Workshop. A few councilmembers expressed their thoughts on the Police Department's Pay Matrix, employee raises based on merit verse COLA, the Mayor's and councilmember's honorarium. Mayor Dewey explained that employee retention is a concern, as we are asking employees to participate in exit interview

3. New Business

Mayor Dewey passed out a budget report for multiple years, '16/'17, '17/'18, '18/'19, '19/'20, and the Preliminary Budget '20/'21. This report was broken up by codes and funds. Revenue from the Alarm and Dump permits were not there this year, with the 2019-'20 Master Fee Schedule not being approved till later in the fiscal year. Chief Marble spoke about the unknown revenue from the school for the resource officer's position. Chief Motley spoke about the need to put \$25,000 toward an overhead door expansion. Public Works is desiring a storage building, as the Park and Recreation Dept. will be utilizing the storage building at Lewis & Clark Park.

4. Public Comments

5. Adjournment

**Meeting adjourned at approximately 9:28 p.m.**

**File Attachments for Item:**

e. July 9, 2020 Council Meeting

**Stevensville Town Council Meeting  
Minutes for  
THURSDAY, JULY 09, 2020  
7:00 PM**

1. Call to Order and Roll Call

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

2. Pledge of Allegiance

Due to a lack of quorum, no business is able to be conducted.

Council agreed to convene into New Business, C:

\*\*\*CLOSED SESSION\*\*\* Discussion/Decision: Update on Tribbensee v. Stevensville Lawsuit. Attorney, Lebsock was present to address and inform Council.

At approximately 8:14 pm the meeting was reopened. The Agenda will be revisited at a Special meeting on 7/14/2020.

Councilmember Vick made a Motion to adjourn the meeting. The motion was then seconded by council member Devlin.

3. Adjournment

**Meeting adjourned at approximately 8:20 p.m.**

**APPROVE:**

**ATTEST:**

---

Brandon E. Dewey, Mayor

---

Monica Hoffman, Town Clerk

**File Attachments for Item:**

b. Building Department



# **MONTHLY REPORT**

## **Building Department**

June 2020

<b><u>Permits Issued</u></b>	<b><u>Fees Collected</u></b>
<b><u>Building</u></b> (8 permits)	
1. NSFR .....	\$3,667.50
2. New Commercial Building .....	\$0,000.00
3. Renovation/Remodel .....	\$1,316.25
4. Demo .....	\$0,050.00
<b><u>Electrical</u></b> (7 permits)	
1. NSFR .....	\$0,600.00
2. New Commercial Building .....	\$0,000.00
3. Renovation/Remodel .....	\$0,449.00
4. Demo .....	\$0,000.00
<b><u>Mechanical</u></b> (4 permits)	
1. NSFR .....	\$0,215.00
2. New Commercial Building .....	\$0,000.00
3. Renovation/Remodel .....	\$6,456.25
4. Demo .....	\$0,000.00
<b><u>Plumbing</u></b> (3 permits)	
1. NSFR .....	\$0,000.00
2. New Commercial Building .....	\$1,771.00
3. Renovation/Remodel .....	\$0,000.00
4. Demo .....	\$0,000.00
<b>Total permits issued: 22</b>	<b>Total fees collected: \$14,525.00</b>
<b><u>Activities</u></b>	
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.	
<b><u>Items of Interest</u></b>	
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 Tim Netzley, Building Official

**File Attachments for Item:**

d. Fire Department



# STEVENSVILLE FIRE DEPARTMENT

206 BUCK STREET

## Activity Report – June 2020

### **Calls for the Month of June: 43**

Calls for Stevensville Town: 19

Calls for Stevensville Rural: 22

Mutual Aid: 2

Medical Response: 34

Fire Calls: 9

Motor Vehicle Crash: 0

Total Calls: 43

### **Calls for the Year to Date: 309**

Calls for Stevensville Town: 132

Calls for Stevensville Rural: 167

Mutual Aid: 10

Medical Response: 217

Fire Calls: 75

Motor Vehicle Crash: 17

Total Calls: 309

**File Attachments for Item:**

e. Parks & Recreation



## July 9, 2020 Report to Council

### Here's what's happening in your parks:

#### Pool Information:

- ◆ Sanitizing and cleaning the pool area multiple times daily.
  - Limited capacity to 50 people
  - Limited number of people allowed in pool house lobby (3), limited number in each changing room (3), and pool deck furniture is spaced out to promote social distancing.
- ◆ Updated the “City Pool” website, pool flyer, and lesson registration forms.
  - Opened pool on June 29, 2020, Closing July 25, 2020
  - Group Lessons
    - Session 1 (6/29-7/10)
      - 6 lessons
    - Session 2 (7/13-7/24)
      - 8 Lessons Scheduled
  - Private Lessons
    - Session 1 (6/29-7/3)
      - 8 lessons
    - Session 2 (7/6-7/10)
      - 14 lessons in progress
    - Session 3 (7/13-7/17)
      - 13 lessons scheduled
    - Session 4 (7/20-7/24)
      - 11 lessons scheduled

#### Lewis and Clark Park:

- ◆ Painted 60, 10-foot circles in the field of the park for social distancing during park events.
- ◆ Put on new basketball nets.

#### Park Cleaning/Sanitizing:

- ◆ Spraying down playgrounds at Lewis and Clark Park, Father Ravalli Park, and Lange Park benches and tables three times per day.
- ◆ Cleaning/Sanitizing Lewis and Clark bathrooms three times per day.
- ◆ Trash clean up every morning.

River Park/River Park Trail:

- ◆ Trimmed grass area around pavilion and picnic tables.
- ◆ Public Works mowed all long grass near the picnic pavilion.

Sincerely,

Bobby Sonsteng  
Parks and Recreation Director

**File Attachments for Item:**

f. Police Department

**TOWN OF STEVENSVILLE  
POLICE DEPARTMENT ACTIVITY REPORT  
July 9th, 2020**

**MONTHLY REPORT:**

We are getting interest in the Stevensville Crime Watch Program. We have more applicants now and will start processing applications.

We will be starting a police blotter which will be accessible from our website soon. We are working on the format now.

**POLICE DEPARTMENT STATISTICS: June 2020**

<b>Suspicious Person, Circumstance</b>	10
<b>Traffic Stop</b>	9
<b>Animal Problem</b>	5
<b>Anonymous Report Of Information</b>	4
<b>Animal Noise</b>	4
<b>Agency Assistance</b>	4
<b>Noise Complaint</b>	3
<b>Litter, Pollution, Public Health</b>	3
<b>911 Hang Up</b>	3
<b>Parking Problem</b>	3
<b>Civil Issue</b>	2
<b>Traffic Complaint</b>	2
<b>911 Open Line</b>	2



<b>Dog at Large</b>	2
<b>Harassment</b>	2
<b>Assault</b>	2
<b>Welfare Check</b>	2
<b>Traffic Hazard</b>	2
<b>Drug Activity</b>	2
<b>Child Abuse or Neglect</b>	2
<b>Property Damage, Not Vandalism</b>	2
<b>Found Property</b>	2
<b>Trespassing</b>	2
<b>Threatening</b>	2
<b>Criminal Mischief</b>	2
<b>Fraud</b>	1
<b>Intimidation</b>	1
<b>Civil Standby</b>	1
<b>Order of Protection Violation</b>	1
<b>Camping in Public Places</b>	1
<b>Violation of No Contact Order</b>	1
<b>Theft of Services</b>	1
<b>Citizen Assist</b>	1
<b>Alarm</b>	1
<b>Victim Notification</b>	1

<b>Domestic Disturbance</b>	1
<b>Officer Advice</b>	1
<b>Stalking</b>	1
<b>City Ordinance Violation</b>	1
<b>Disturbance, General</b>	1
<b>Transport By L.E.O</b>	1
<b>Stevensville City Court Warrant</b>	1
<b>Information Report</b>	1

**File Attachments for Item:**

g. Public Works

**TOWN OF STEVENSVILLE  
PUBLIC WORKS ACTIVITY REPORT  
June 2020**

**UTILITIES REPORT**

- 💧 Water system Produce 21,565,000 gallons
- 💧 Water Leaks:
  - ✓ 415 Pine St. was a service leak that Public Works fixed.
  - ✓ 110 Main St. water was shut off so that the owner can fix.
  - ✓ 108 College service repairs, roots in service. Repair was done by contractors. The roots were also in the main sewer.
  - ✓ 305 Spring was homeowner responsibility, not our main line.
  
- 💧 Meter data logs, state reports done and sent
- 💧 Sewer treated 5,833,000 gallons
- 💧 State and EPA reports are done and sent
- 💧 The department jetted some sewer mains

**CEMETERY'S**

- 💧 1 grave this month

**PARK MAINTENANCE**

- 💧 Worked on the pool, which was painted on the 22<sup>nd</sup>. The pool is heavily leaking. Water meter install read 98,000 gal to fill.

**File Attachments for Item:**

Resignation Letter from Monica Hoffman, Town Clerk

July 2, 2020

Dear Mayor Dewey,

It saddens me greatly that I am submitting to you my resignation notice; my last day will be July 15, 2020. While I tried very hard to weather the storm of negativity and hostility, I simply do not have the energy or strength to continue to listen to more lies, defend myself and subject myself to the existing working conditions at Town Hall. Further, I cannot work for an organization where certain members of the legislative branch outwardly and vocally do not support staff or the Mayor. What is very concerning to me and should be to the public, is I am now the 3<sup>rd</sup> Town Clerk in about 2 ½ years that has resigned due to the bad behavior and rude treatment of staff by the same certain Council members and their family and friends. Because of this, I am providing several examples that would not normally be included in a resignation letter, in hopes that the next Clerk is not subject to the same rude, insulting and unbearable working conditions.

There is a small handful of citizens, who are facilitating the recall effort and are friends of Council member Bob Michalson, who have harassed me and other staff at Town Hall for many months now. We have repeatedly asked them to stop their bad behavior and as a last resort effort, drafted an open letter to Council and the citizens of Stevensville asking that they discontinue the abuse. This letter unfortunately had no effect on their behavior and may have actually increased the negativity we experience at Town Hall.

Leslie Tadvick, a citizen and close friend of Mr. Michalson's stood up during Public Comment and requested all employees resign. We, the Town Hall staff, have done nothing wrong or illegal. We only assume that we were asked to resign because we support and work in the same building as the Mayor, who Mr. Michalson and his friends are currently and aggressively attempting to recall.

Leanna Rodabaugh, another close friend of Mr. Michalson constantly posts on Facebook comments that are half-truths, twisted facts, outright lies, and cruel in nature against my supervisor, Mayor Brandon Dewey and staff.

The final straw happened on June 30<sup>th</sup>, when Council member Bob Michalson hand delivered to me a letter filed against me by citizen Jim Crews. Ironically, Mr. Crews is well known at Town Hall for constantly harassing staff for years. Mr. Crews, usually calls requesting information, complaining about everything and sending employees on wild goose chases. They usually are for little things such as, *I received an advertisement in the mail, can you check to see if they have a business license or there are flyers on the light poles on Main St,*

*remove them* or sharing another situation that he feels is against code or something staff or the Mayor did that he feels is against the law. While these situations described are legitimate, the tone and agenda behind these calls are not acceptable. No one should have to be constantly yelled at and belittled, as Town Hall employees are by Mr. Crews. Mr. Crews and his friends have this belief that we, as staff are supposed to drop what we are doing to attend to his/their wants and needs, every other day.

In summary, I can no longer work in unhealthy working conditions created by the Council President and his family and friends. I believe you, as the Mayor, have tried to help, but understand that you have no control over what Council President Bob Michalson or certain citizens say or do.

-Monica Hoffman

A handwritten signature in blue ink that reads "Monica Hoffman". The signature is written in a cursive style with a large, looping "M" and "H".

**File Attachments for Item:**

b. Letter from Alli Bristow RE: Safer Streets



Alli Bristow  
213 Saint Marys Drive  
Stevensville, MT 59870  
406-218-8205  
allibristow@yahoo.com

June 12, 2020

Town of Stevensville

**RE: Safer streets for community**

Dear esteemed council members:

I am writing a letter to express my concern for the safety of our children and teenagers near Father Ravalli Park off of College street. I have worried and struggled with cars speeding down college even though the speed limit is 15 miles per hour for years. This park area is very busy with lots of small children and teens. There is a cut out in the back fence where children cross over from the neighborhood with Burnt Fork Market to the school. My neighbors also have expressed frustration, resorting to yelling at motorists and calling police at times. Anytime we have road work or construction, College street is used as a detour street which increases the traffic and speeding problems. We have had a police car parked near the park off and on to deter speeders, but this I believe, is a short term solution. There is a "blind spot" in the park near the entrance, where kids enter right onto the street, and I have witnessed several close calls where kids have had to jump back in order not to get struck by a speeding car. I am requesting to ask if the city could look into this and help find a resolution as I fear for the safety of my and other kids in our neighborhood. I'm wondering if it would be possible to reset the fence line to close the blind spot, or purchase extra sign age or digital signage to show motorshist feedback on how fast they are going?

I have enclosed pictures to show the "blind spot" near the park entrance. Thank you for your consideration and I look forward to your correspondence.

Sincerely,



Alli Bristow



**File Attachments for Item:**

c. Letter from Jim Crews RE: Clerk Conduct

received  
6/30/20 11:30  
WLP

6-23-20

From: James Crews  
316 9<sup>th</sup> St.  
Stevensville, MT  
59870  
Email shadowsdolittle@gmail.com  
Phone 406-546-1102

To: The Town Council of Stevensville, MT  
206 Buck Street  
Stevensville, MT  
59970

Subject: Inappropriate response by the Clerk of the Town of Stevensville

To the President of the Town of Stevensville Town Council,

On June 12, 2020 I submitted an email to the Clerk, Mayor, members of the Council, and the Town's City Attorney.

As a result, the Clerk responded in a manner I believe is very inappropriate and wish to report the behavior in accordance with the Town's Code of Conduct Section B.5.

The email was sent to again draw your attention to the fact that the Presiding Officer, the Council and the staff are not following the Council Rules, rules which are implemented by a Council Resolution, rules which are created in accordance with state law.

The email and the Clerk's response are attached to this letter.

The Clerk responded in a manner that I consider to be very obnoxious, conceited, autocratic and imperious in manner.

Her response, "Dear Private American Citizen, Mr. Crews" is very condescending in nature. The fact that I signed my name to the email, "Jim Crews, Private American Citizen" simply means that I am acting as a Private American Citizen and nothing more. There is and was nothing more implied. I am a Private American Citizen, and as such am merely acting in that capacity.

Her response, "We, the administration...." clearly signifies an imperious or autocratic attitude that is unsuitable for the position of Town Clerk. As such it is condescending towards me and others who have seen this communication. It is not the kind of attitude that a Town Officer, who represents the People of the Town of Stevensville during the fulfillment of her duties as the Town Clerk should possess. The Clerk is a Town Officer and as such should conduct herself at all times when representing the Town of Stevensville.

In her response the Town Clerk states, "The behavior of many citizens and our own Council could be considered disrespectful to many and unlawful."

I have as of yet seen Chief Marble charge anyone for any crime committed at any council meeting, so I have to ask the clerk what aspect of citizen behavior and that of the Council are unlawful?



The Town Clerk does not meet the expectations of this Citizen of the Town of Stevensville as outlined in Chapter 2 of the Town of Stevensville Personnel Policy Manual. Expectations:

- Employees are expected to treat members of the **public**, co-workers, elected officials, vendors, colleagues, and other business contacts with respect and dignity.

Clearly the Clerk does not treat all members of the public with Respect and Dignity as read by her demeanor in the email response to this Citizen.

The Clerk is also insubordinate to the Town Council in her response to this citizen by making the following statement, “The behavior of many citizens and our own Council could be considered disrespectful to many and unlawful.”

The Town Council has defined insubordination in the Town of Stevensville Personnel Policy Manual, in the definitions.

- **Insubordination** –Anyone that threatens or assaults an elected official, town officer or supervisor, disobeys, challenges the order of a legally empowered town officer or supervisor, *treats with contempt or is disrespectful in language or deportment toward an elected official*, town officer or supervisor *when the elected official, town officer or supervisor is in the execution of their office commits insubordination.*

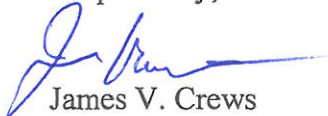
*Insubordination includes knowingly disobeying Council Resolutions/Policies*, the Town of Stevensville Municipal Code, the Montana Code Annotated and Federal Law.

The Town Clerk has acted in an insubordinate manner towards the Council and has not met the expectations as outlined in the Town of Stevensville Personnel Policy Manual.

The Town Clerk should be charged with Insubordination and a violation of the Expectations in the Town of Stevensville Personnel Policy Manual and a violation of 46.E of the Town of Stevensville Personnel Policy Manual.

Additionally the Town Clerk should be charged with a violation of the Professionalism Policy, 46.A.1) in that her contact with certain Citizens of the town reflects poorly on the town by the autocratic and imperious attitude assumed by the Town Clerk in that she shows a great deal of disrespect towards certain Citizens and the Town Council of the Town of Stevensville.

Respectfully,



James V. Crews

**Subject:** RE: Improper procedure during Council meeting June 11, 2020

**From:** Monica Hoffman <monica@townofstevensville.com>

**Date:** 6/12/2020, 12:12 PM

**To:** Jim Crews <shadowsdolittle@gmail.com>, "Brandon E. Dewey" <brandon@townofstevensville.com>, "Scott B. Owens" <scott@townofstevensville.com>, Bob Michalson <bob@townofstevensville.com>, Robin Holcomb <robin@townofstevensville.com>, Dempsey Vick <dempsey@townofstevensville.com>, Jaime Devlin <jaime@townofstevensville.com>, Robert Underwood <robert@townofstevensville.com>

Dear Private American Citizen, Mr. Crews.

We, the administration appreciates all citizens' concerns about how meeting rules are followed and behaviors of all participants. At this time, we will consider your concern, along with many, many others. The behavior of many citizens and our own Council could be considered disrespectful to many and unlawful.

Have a good weekend,

MONICA HOFFMAN  
TOWN CLERK  
TOWN OF STEVENSVILLE  
406.777.5271 X102  
[MONICA@TOWNOFSTEVENSVILLE.COM](mailto:MONICA@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.

-----Original Message-----

From: Jim Crews <shadowsdolittle@gmail.com>

Sent: Friday, June 12, 2020 11:55 AM

To: Brandon E. Dewey <brandon@townofstevensville.com>; Monica Hoffman <monica@townofstevensville.com>; Scott B. Owens <scott@townofstevensville.com>; Bob Michalson <bob@townofstevensville.com>; Robin Holcomb <robin@townofstevensville.com>; Dempsey Vick <dempsey@townofstevensville.com>

Subject: Improper procedure during Council meeting June 11, 2020

Last night's motion by Council Member Vick during council comment, it was not in accordance with Council Rules, regarding the limitation of the length of public comment. Neither was the original motion at the start of the meeting.

In accordance with Council Rules, Part V, Section 1, paragraph 1, the council must suspend council rules in order to discuss administrative business that is not of significant public interest and take action.

The Presiding Officer obviously did not recognize the significance of suspending Council Rules, and neither did the Council.

The motion made by Council Member Vick was not in accordance with Council Rules. A motion must be made to request a suspension of Council Rules to consider an administration action that is not of significant public interest.

Many of the public believe that this item would have been of significant public interest. And the motion was improper.

Studying council rules, only public hearing comments may be limited per the Council Rules.

This needs to be corrected as an agenda item for the next council meeting.

Jim Crews

Private American Citizen

## Monica Hoffman

---

**From:** Monica Hoffman  
**Sent:** Thursday, June 25, 2020 2:43 PM  
**To:** Jim Crews; Bob Michalson; Dempsey Vick; Jaime Devlin; Brandon E. Dewey; Scott B. Owens  
**Cc:** Robert Underwood  
**Subject:** RE: [EXTERNAL] Re: [EXTERNAL] Fwd: Missing agreement and supporting documentation in the council packet

Mr. Crews,

I am going to refuse arguing with a citizen, as you continue to reiterate that I have not done my job, nor do I know how to perform the duties of my position, as Town Clerk. I am aware of "homework;" I am an educated individual. I will look out for that Request for Public Records.

Have a good afternoon,

MONICA HOFFMAN  
TOWN CLERK  
TOWN OF STEVENSVILLE  
406.777.5271 x102  
[MONICA@TOWNOFSTEVENSVILLE.COM](mailto:MONICA@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.

---

**From:** Jim Crews <shadowdolittle@gmail.com>  
**Sent:** Thursday, June 25, 2020 1:45 PM  
**To:** Monica Hoffman <monica@townofstevensville.com>; Bob Michalson <bob@townofstevensville.com>; Dempsey Vick <dempsey@townofstevensville.com>; Jaime Devlin <jaime@townofstevensville.com>; Brandon E. Dewey <brandon@townofstevensville.com>; Scott B. Owens <scott@townofstevensville.com>  
**Cc:** Robert Underwood <robert@townofstevensville.com>  
**Subject:** [EXTERNAL] Re: [EXTERNAL] Fwd: Missing agreement and supporting documentation in the council packet



CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ms. Hoffman,

With all due respect, as the Clerk one of your jobs is to assist the Mayor in assembling the council packet.

With that in mind, any Clerk should read the packet, realize that pertinent documentation is missing, notify the mayor and proceed to complete the packet. Because you and the Mayor have been advised that the supporting documentation is missing, you should be on that trail like a hound dog chasing a raccoon.

It is irresponsible not to have all of the supporting documentation available for the Council and the Public to review such documentation prior to the council meeting.

Its called doing your homework. If a council member is not asking these questions, then perhaps they need to abstain from voting and from the conversation. As far as I can tell, the document does not exist. I was the Council President at the time and have no personal records of this document. If it exists, obviously someone thinks it does, because it was referenced on the agenda. So a failure to supply the document is a deprivation of the Right to Know and the Right to Participate as the council and the Citizenry are being denied the information.

(If the document exists, and there is no record of a vote by the council, it is null and void.)

Especially if a request has been made by the Council President, along with the rest of the council has every right in the world to see this document along with all the council members, and the fact that at least one citizen has requested the document.

How does anyone know who signed it, what does it entail? The cost and because all change orders are required to be voted on by the council, there should be a record of the Ayes, and Noes, in accordance with state law, town ordinance and Council Resolutions.

As for requesting a copy of the public record, according to federal law, an email is sufficient for a request. I do not have time, nor do I desire to fill out paperwork for something that should already be in the packet. I get the run around from town hall enough not to have to deal with the bureaucratic, imperious and autocratic controls placed on the Citizens. Your job, is to support the council.

The Clerk of the council. In virtually all of Montana's 129 municipal governments, the clerk is critical to communication and coordination between the two branches of government., The town clerk usually serves the the recording clerk for the council responsible for posting the legally required notice of the council meetings and the preparation of the legally required minutes of the council meetings. This simplified explanation in in section 2.103 of the Montana Municipal Officials Handbook.

2.4067 of the handbook.

Putting the agenda together, publishing and distributing it along with the supporting documents in a timely fashion is an important responsibility of the presiding officer, usually the mayor, which is most often accomplished with the help of the town clerk.

If the supporting documentation is not available, then the item should be tabled until such time as it is available for sufficient review.

As you folks are not willing to gather the supporting documentation, then I am going to, along with other folks suggest that this item should be tabled. It makes no sense to me to publish the agenda item if the document is not available.

With all due respect,

Jim Crews

Private American Citizen

On 6/25/2020 12:59 PM, Monica Hoffman wrote:

Private American Citizens, Mr. Crews.

Your last email was read. I was not aware that particular master service agreement between the Town and Stevensville and HDR, dating back to 2016 was not available to the citizens. The administration at this time is back-logged with many Request for Public Records. Since I have been here, the protocol for any requests for public information have been: a citizen submits a request by filling out that form (physical copy located here at Town Hall or a digital copy accessible on our website) then submitting that in-person or sent via email. An email to the Town Clerk, two days ago, requesting them to "produce" something immediately, rather than partaking in the process everyone is asked to do, followed by reminding anyone who works for the public your rights under the Constitution is very unprofessional; The administration is aware of your rights. No one in this administration has denied any citizen their Right To Know that I know of since I have been here. I would be happy to provide any council member or citizen with any documents; one that note, I do not appreciate your email being labeled: "missing supporting documentation in the council packet," as nothing is missing. This particular document has already been requested for, therefore, if you wish to fill out or email me a Request for Public Records, I will be happy to address your request at the same time.

Monica Hoffman  
Town Clerk  
Town of Stevensville  
406.777.5271 x102  
[monica@townofstevensville.com](mailto:monica@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.

**From:** Jim Crews <[shadowsdolittle@gmail.com](mailto:shadowsdolittle@gmail.com)>  
**Sent:** Wednesday, June 24, 2020 3:48 PM  
**To:** Bob Michalson <[bob@townofstevensville.com](mailto:bob@townofstevensville.com)>; ROBERT MICHALSON <[mutt5784@msn.com](mailto:mutt5784@msn.com)>;  
Dempsey Vick <[dempsey@townofstevensville.com](mailto:dempsey@townofstevensville.com)>; Jaime Devlin <[jaime@townofstevensville.com](mailto:jaime@townofstevensville.com)>;  
Brandon E. Dewey <[brandon@townofstevensville.com](mailto:brandon@townofstevensville.com)>; Scott B. Owens  
<[scott@townofstevensville.com](mailto:scott@townofstevensville.com)>; Monica Hoffman <[monica@townofstevensville.com](mailto:monica@townofstevensville.com)>  
**Subject:** [EXTERNAL] Fwd: Missing agreement and supporting documentation in the council packet

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To all concerned,

This is my second request to have the supporting documentation uploaded for review by the public and by the council for tomorrow nights meeting.

Please produce a copy of the agreement between the Town of Stevensville and HDR Engineering that was signed on April 4, 2016 for consideration at the meeting. Also, the minutes of the council meeting where this agreement was approved by the council. This is a Right To Know issue under the State Constitution.

We the Citizens have a right to see these documents as they are the basis for a decision that must be made and public comment must be allowed.

Jim Crews

Private American Citizen

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

**Subject:**Missing agreement and supporting documentation in the council packet  
**Date:**Tue, 23 Jun 2020 08:58:03 -0600  
**From:**Jim Crews <[shadowsdolittle@gmail.com](mailto:shadowsdolittle@gmail.com)>  
**To:**[clerk@townofstevensville.com](mailto:clerk@townofstevensville.com), Bob Michalson <[bob@townofstevensville.com](mailto:bob@townofstevensville.com)>, Robin Holcomb <[robin@townofstevensville.com](mailto:robin@townofstevensville.com)>

To the Clerk,

Could you please upload a copy of the following document including council minutes when this was approved by the council at that time. It is pertinent to the discussion regarding Agenda Item A of New business in the upcoming Council Meeting. Also, when was this project bid and when did the council award this contract in an open meeting of the Council? When did Council authorize this and who signed the agreement?

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”).

In order for the Public and Council to see what is being discussed, the history of this item needs to be shown.

Jim Crews

Private American Citizen

**File Attachments for Item:**

Discussion/Decision: Agreement with HDR Engineering for the 2020 Water System Preliminary Engineering Report



## Stevensville Town Council Meeting

### Agenda Item Request

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

<b>Agenda Item Type:</b>	New Business
<b>Person Submitting the Agenda Item:</b>	Brandon E. Dewey
<b>Second Person Submitting the Agenda Item:</b>	
<b>Submitter Title:</b>	Mayor
<b>Submitter Phone:</b>	
<b>Submitter Email:</b>	
<b>Requested Council Meeting Date for Item:</b>	7/23/2020
<b>Agenda Topic:</b>	Discussion/Decision: Agreement with HDR Engineering for the 2020 Water System Preliminary Engineering Report
<b>Backup Documents Attached?</b>	Yes
<b>If no, why not?</b>	
<b>Approved/Disapproved?</b>	Approved
<b>If Approved, Meeting Date for Consideration:</b>	7/23/2020
<b>Notes:</b>	

**SHORT FORM AGREEMENT BETWEEN OWNER AND  
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES  
AGREEMENT NUMBER \_\_\_\_\_**

**THIS AGREEMENT** is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between the Town of Stevensville, Montana (“OWNER”) and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as the Water System Preliminary Engineering Report (“Project”);

**WHEREAS**, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

**WHEREAS**, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

**NOW, THEREFORE**, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

**SECTION I. SCOPE OF SERVICES**

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined in the attached Exhibit A.

**SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

**SECTION III. RESPONSIBILITIES OF OWNER**

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

**SECTION IV. COMPENSATION**

Compensation for ENGINEER’S services under this Agreement shall be on a Time and Materials basis, with a not-to-exceed limit of \$40,000.00, and shall be in accordance with the rates included in Exhibit A.

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER’S compensation as Reimbursable Expenses.

**SECTION V. PERIOD OF SERVICE**

Upon receipt of written authorization to proceed, ENGINEER shall perform the services described in Exhibit A within a period of 60 days.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.



**SECTION VI. SPECIAL PROVISIONS**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

\_\_\_\_\_  
"OWNER"

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

HDR ENGINEERING, INC.

"ENGINEER"

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**TOWN OF STEVENSVILLE, MONTANA**  
**WATER SYSTEM PRELIMINARY ENGINEERING REPORT**

**BACKGROUND**

The Town of Stevensville (Town) completed a comprehensive Water System Improvements Preliminary Engineering Report Update in 2009. A phased approach to water systems improvement was outlined in the 2009 PER, including metering, a new well field, decommissioning of the Water Treatment Facility, and distribution system improvements. The Town is now planning to update this PER with a focus on the Phase IV Storage System Upgrades. Phase IV of the approach consists of storage system improvements and was previously deferred due to a lack of reliable metering and leakage data. This data has recently been better quantified and consequently it is the intent of the Town to proceed with Phase IV of the project.

**SCOPE OF SERVICES**

HDR will prepare an update to the Town of Stevensville's 2009 Water System Improvements PER with an emphasis on completing the Phase IV Water Storage Improvements. The PER update will utilize the W2ASACT outline and format, and will address the Stevensville water system capital improvements through 2040. Topics that will be addressed by the PER include:

- Population Projections and Estimates of Future Water Demands
- Future Potential Regulations and Impact on Current Water System
- Assessment of Water Supply
- Assessment of Water Treatment
- Assessment of Water Distribution and Storage
- Improvement Alternatives and Cost Estimates
- Implementation and Funding Strategy

The proposed scope of Consultant services are identified in the following tasks. Consultant will commence with services upon written notice to proceed with the selected tasks. Schedule will be determined at the time of notice to proceed.

## Scope of Work

TASKS	
100	Project Management
200	Basis of Planning
300	Water Supply Assessment

400	Water Treatment Assessment
500	Water Distribution and Storage Assessment
600	System Recommendations and Capital Improvements Plan
700	Financial Management Evaluation
800	Rate Study (Future Task)
900	Reports
1000	Public Participation

## Task 100. Project Management

### Objectives

Plan and execute the PER Update in accordance with an established schedule and budget while achieving quality expectations.

#### 101. Project Coordination Meetings

Conduct meetings with the Town to review status of the planning effort. These meetings will be held in coordination with other meetings and workshops during the course of the work. A total of two (2) meetings will be budgeted in addition to other scheduled meetings and workshops. All meetings included in this proposed scope of Consultant services, in addition to Project Coordination Meetings, will be held electronically to align with the Town's current implemented COVID-19 protocols.

#### 102. Project Management Plan

Develop a Project Management Plan setting forth project procedures and clearly defining individual responsibilities, task schedules, milestones, deliverables and task budgets. The Project Management Plan will contain project objectives; organization and roles of the project team, contract work plan, management tools and techniques; subconsultant management; coordination with the Town and other participating agencies; Quality Assurance and Quality Control Plan; monitoring; and reporting and administrative procedures. At the onset of the project, a project team meeting will be conducted to develop communication channels and form the basis for a comprehensive Project Management Plan.

#### 103. Monitoring

Monitor project progress, including work completed, work remaining, budget expended, schedule and estimated cost of work remaining and estimated cost at completion. Manage activities within task budgets. Prepare and submit a brief monthly progress memorandum and invoice using the project management tools prepared in Subtask 102.

#### **104. Quality Control**

Review all work activities and project deliverables for conformance with quality control requirements and project standards. Monitor project activities for potential changes, anticipate changes whenever possible, and with the Town's approval, modify project tasks and approach to keep the overall project within budget and on schedule.

#### **Deliverables**

- Project Management Plan.
- Memoranda and meeting notes as required.
- Project status memoranda and invoices as required.

#### **Town Involvement**

- Participate in telephone calls and meetings.
- Participate in project management workshop.
- Review project status reports and approve invoices.
- Review and approve modifications to approach, schedule and deliverables as appropriate.
- Report to Mayor, Town Council, and Public Works Superintendent as appropriate.

## **Task 200. Basis of Planning**

### **Objectives**

The Basis of Planning establishes the planning constraints, clarifies the issues that will impact planning decisions, and provides a clear foundation for the development of the alternatives for the Town's water storage facilities. The Town's current growth planning, zoning, census data, and previous engineering reports (2009 Water System PER) will be utilized to update existing and future population estimates. Data will be gathered regarding current, planned and potential land use in the Stevensville area and meetings will be held with Town staff to set a study area and potential future utility service area for water utilities. Future potential regulations and the potential impacts on the current water system will be identified. For the purposes of utility planning work, year 2040 conditions will be established. A total of two (2) meetings have been assumed for this task in addition to the regular meetings conducted for other project tasks.

#### **201. Population, Economic and Land Use Baseline (Existing Conditions)**

Fortify HDR's understanding of existing conditions. The most recent and available socioeconomic and land use data will be provided by the Town of Stevensville planning personnel for the Stevensville area to develop current population and economic (commercial and industrial) characteristics. The following information will be reviewed and, where appropriate, incorporated into the PER Update by HDR:

- Previous water planning work and wastewater facilities basis of planning.
- Town of Stevensville most recent growth policy and current planning work.
- Current zoning.
- Census data.
- Current transportation planning.

## 202. Existing Data Collection

Collect all available existing reports, records, logs, system maps, water consumption data, and as-built drawings related to the Town's water system, including the Town's existing water system hydraulic model, and relevant water system information from staff discussions. Subject to availability, data to be obtained may include:

- Copies of previous reports (future water use projections, fire flow information, and system maps)
- Distribution system GIS data and construction/as-built drawings of distribution system and related facilities.
- Production records, including monthly averages and maximum and minimum day flow rates.
- Electronic water billing records for the last three (3) years (to include relevant information for the Town's top five (5) water users and locations of service connections.
- Master meter records for the Town's sources/supply
- Relevant storage, tank, and pumping station information (piping, pumps, etc.)
- Previous water system hydraulic model file(s)
- Description of known system deficiencies and operational issues.

## 203. Population and Water Demand Projections

Develop residential, commercial, and industrial population distribution projections for 2040 conditions using data collected in the baseline evaluation. This task will include identification of future areas of expansion based upon past and projected patterns of community growth and development. A potential service area will be identified and the area broken into logical zones with assigned population, commercial use, and industrial use for 2030 and 2040 forecasts. The Town will provide input and approve these projections as they are finalized. HDR will develop a GIS map of the study area and potential service area(s) and zones. This map and associated data will be used in planning, modeling, and analysis of future utilities and their impact to existing Town of Stevensville water utilities. The population projections along with historical water use will be used to develop projections of future water demands for the identified conditions.

## 204. Identify Potential Future Regulations

Potential future regulations that could affect the Town's water system will be identified. These potential regulations will be discussed and their impacts on the water system will be articulated.

## Deliverables

- Population and economic distribution summary.
- Population and water demand projections.
- Study area map including potential service area(s), population distribution, and land use in GIS format.
- Summary of potential future regulations that could affect the water system or planning efforts.

## Town Involvement

- Review and approve population and economic distribution summary and population projections.

- Participate in meetings with Town Planning personnel to develop areas of expected development and population estimates.
- Provide copies of current and past planning work and mapping.

## Task 300. Water Supply Assessment

### Objectives

Conduct an evaluation of the existing water supply system, including water rights. Compare the results of this evaluation to the projections from Task 200, and identify deficiencies in the current water supply in light of future projections.

#### 301. Supply Capacity

Examine the Town's existing water supply capacity and evaluate the system's capability to meet predicted residential use, commercial use, and industrial use projections for 2030 and 2040. Deficiencies and potential capital improvement projects will be identified. The age and relative predicted condition of the existing water supply infrastructure will also be evaluated.

#### 302. Water Rights Evaluation Assistance

Continue to work with Miller Law (who is under separate contract with the Town) to assist in evaluating the Town's current water rights structure. HDR will assess current water right capacity in light of the projections from Task 200 to determine if new water rights will need to be acquired to meet predicted 2030 and 2040 demands.

### Deliverables

- A summary of the current available water supply compared to projected future demands.

### Town Involvement

- Provide all applicable reports, records, logs, system maps and as built drawings for review.
- Participate in discussions and inspections to assess water supply system.
- Provide Town water attorney water rights summary.

## Task 400. Water Treatment Assessment

### Objectives

Conduct an evaluation of the existing water treatment (chlorination) system, and compare the current treatment capability to the expected future demands. Evaluate how future regulations could impact the current chlorination system.

#### 401. Evaluation of Existing Treatment System

Examine existing treatment capacity and evaluate the system's capability to meet predicted residential use, commercial use, and industrial use projections for 2030 and 2040 conditions. Evaluate the system's current performance and ability to meet any potential future regulations. Deficiencies and potential capital improvement projects will be identified.

## Deliverables

- A summary of the current available treatment capacity compared to future projected demand and a summary of the current treatment performance compared to any possible future regulations. Recommendations regarding the treatment system will be identified.

## Town Involvement

- Provide all applicable treatment reports, records, logs, system maps and as built drawings for review.
- Provide existing system flow monitoring operation and maintenance data.
- Participate in discussions and inspections to assess water treatment system.

# Task 500. Water Distribution and Storage Assessment

## Objectives

Conduct an evaluation of the existing water distribution system, including supply, transmission, pumping, and storage. Compare the results of this evaluation to the projections from Task 200, and identify deficiencies in the current distribution system in light of future projections.

### 501. Storage/Distribution Capacity Assessment

Examine current storage/distribution capacity and evaluate the system's capability to meet predicted population, commercial use and industrial use projections for 2040 conditions. Deficiencies in the system and potential capital improvement projects will be identified.

### 502. Storage/Distribution Conditions Assessment

Conduct an evaluation of age and predicted condition of existing water storage and distribution infrastructure. Hold discussions with key Town staff concerning past and current water system issues in order to identify and assign priorities to deficiencies and potential capital improvement projects.

### 503. Hydraulic Model

Obtain the Town's most recent and updated existing water system hydraulic model (from PCI). Utilizing the same software platform (WaterCAD), update model flows to analyze existing and future conditions. Water system hydraulic demand will be allocated based on water production records, the past 3 years of water billing records, relevant information for the Town's top five (5) water users, and on existing and projected population distribution from Task 200. The model will be used in subsequent tasks for analysis of the water system. This subtask does not include a hydraulic model calibration or verification. The estimated level of effort associated with Subtask 503 is assumed due to the unknown quantity of new developments and/or water system improvements that will be required to be updated and built into the existing model network.

### 504. Water System Mapping Update

Update the AutoCAD map of the Town's existing water distribution system and recommended improvements. This map will be utilized in conjunction with the water system modeling.



### **505. Fire Flow Testing Records**

Examine the most recent fire flow testing records and analyze the system's capacity to meet necessary requirements to identify possible deficiencies and potential capital improvement projects. Fire flow testing records may be used to validate hydraulic model results if they incorporate new developments and water system improvements.

### **Deliverables**

- A summary of the current water distribution and storage capacity compared to projected future demands.
- A summary of the current conditions of the storage and distribution infrastructure, and recommendations for improvements.
- Water system model output and model file.
- Updated water system map.

### **Town Involvement**

- Provide previous water system mapping.
- Provide previous water system model.

## **Task 600. System Recommendations & Capital Improvement Plan**

### **Objectives**

Select a recommended plan for the water system from the analysis performed in previous tasks. The recommended capital improvements will be evaluated in a workshop format and a priority ranking system will be developed. System recommendations will be documented and a capital improvement schedule (CIP) will be prepared with preliminary cost estimates. HDR updated the CIP a year ago and the updated information will be included in this section. HDR will create a list of recommended improvements and approximate timing based on growth projections, grant cycles and need.

### **601. Develop Rating Criteria**

Establish non-monetary criteria, including environmental impacts, for evaluating the alternatives for the water distribution, storage, and production systems. A list of evaluation criteria will be developed for the Town's water utility.

### **602. Alternative Evaluation Workshop**

Conduct an alternative evaluation workshop with Town staff. The workshop will evaluate, rank and select the recommended alternatives for the water system. Public impact relative to the selected alternatives will be reviewed as part of this process. Request for Stevensville Finance Officer to provide the Town's water utility financial condition, to be incorporated into the final 2020 Water System Improvements PER Update.

### **603. Capital Improvement and Implementation Plan Development**

Prepare a plan for implementation of the recommended alternatives for the water system. This plan will include a description of the recommended projects and their priorities. A capital improvements schedule will be developed that includes prioritization and capital costs, and the

impacts to the Town’s water utility finances by defining system operations and maintenance related costs specific to existing customers as well as capital costs and operation and maintenance related to growth.

## Deliverables

- Rating criteria.
- Recommend alternatives.
- Capital improvement implementation plan and capital improvements schedule.

## Town Involvement

- Participate in alternative evaluation workshops.
- Review rating criteria.

# Task 700. Financial Management Evaluation

## Objectives

Utilize HDR’s working knowledge of the Town’s baseline financial condition for their water system to assist the Town with any required changes to their existing rate structure as a result of the updated capital improvements planning. Utility rates and potential funding sources, including connection and impact fees, will be evaluated versus current and projected revenues. A simplified revenue requirement analysis will be developed for the utility to assess the impact of the projected O&M and capital infrastructure. HDR will provide summary conclusions of the potential financial and rate impacts of the facility plan for the water system. Recommendations for modifications to fees and rate structures will be provided as well as recommendations on possible external funding sources for planned capital improvements.

### 701. Capital Improvement Summary

Summarize recommended capital improvements made as part of the CIP developed in Subtask 603 for the water system. Summarize on an annual basis and determine the probable funding source for the expenditures. Consider cash reserves, revenue bonds, State Revolving funds, grants and other likely sources. Allocate the planned capital improvements between expenditures for system expansion (growth) versus expenditures for enhancing the current system. Utilize previous work efforts performed for the Town as a starting point for the analysis. Develop a simple revenue model for projecting annual rate adjustments and provide a strategy for implementing rate and growth impact fee adjustments.

### 702. Funding Source Assistance

Assist the Town with identification of potential funding sources for both planning and contribution of needed facilities. A financial assistance plan will be developed outlining specific funding assistance approach and schedule for specific projects identified in Task 600.

## Deliverables

- Capital improvement and rate impact summary.
- Simple revenue requirement model.
- Project financial management summary.
- Funding source identification and schedule.

## Town Involvement

- Provide existing rate schedules and financial data.
- Review financial management summary.

## Task 800. Rate Study (Future Task)

### Objectives

Utilize HDR's working knowledge of the Town's baseline financial condition for their water system, the Capital Improvement Plan developed in Task 600, and the financial management evaluation from Task 700 to conduct a rate study for the Town's water rates and impact fees, and to develop a strategy for updating the existing rate and growth impact fee adjustments.

#### 801. Water Rate Evaluation

Conduct an evaluation of the Town's water rates in light of the capital improvements identified in the previous tasks.

#### 802. Impact Fee Evaluation

Conduct an evaluation of the Town's impact fees in light of the capital improvements identified in the previous tasks.

### Deliverables

- Water rate and impact fee evaluation summary.

## Town Involvement

- Provide existing rate schedules and financial data.

## Task 900. Reports

### Objectives

Assemble data collected and evaluations conducted for Tasks 200 through 700 into a single document. These documents will form the 2020 Water System Improvements PER Update. These documents will be structured similar to the following outline.

- Executive Summary
- Section 1: Basis of Planning
- Section 2: Existing Water Supply, Treatment, Storage, and Distribution
- Section 3: Regulations
- Section 4: Water Quality
- Section 5: Water System Analysis
- Section 6: Alternatives Development and Evaluation
- Section 7: Recommendations and Capital Improvements Plan
- Section 8: Financial Management Evaluation

### **901. Draft PER Update**

Submit draft versions of the 2020 Water System Improvements PER Update to the Town for review on an intermittent basis as sections are completed. A complete formal draft of each section will be submitted at the 90% level of completion for review and comment prior to finalizing each section. Five (5) copies of each draft will be submitted for review.

### **902. Prepare and Deliver Final Facilities Plan Update**

Revise draft report, based on review comments received, and assemble the final report. Five (5) copies plus a PDF digital version of the final plan, will be delivered to the Town.

## **Deliverables**

- Draft Reports: Five (5).
- Final Reports: Five (5).
- Digital files in PDF format.

## **Town Involvement**

- Review of Draft Reports.

# **Task 1000. Public Participation**

## **Objectives**

Provide public education on the existing condition of the Town’s utilities, the impact of future growth, plans for maintaining and expanding infrastructure, and financial management of the utilities; provide updates to council; and hold public hearings, necessary for meeting funding agency requirements.

### **1001. Public Meetings**

Prepare materials for and facilitate presentations for the public to discuss the following subjects:

- Existing system evaluation and Basis of Planning including water source capacity and water rights condition.
- Future system expansion requirements and alternatives.
- System upgrading recommendations.
- Capital improvement program and financial evaluation and recommendations.

These public presentations will be performed during work sessions or regular meetings of the Town Council. It is assumed that these public meetings will not exceed three in total.

### **1002. Plan Adoption**

Perform a final public presentation during a regular session of the Town Council for adoption of the 2020 Water System Improvements PER Update.

Task	Task Description	Status	HDR								TOTAL HOURS	LABOR INCL. ESCALATION	EXPENSES	TOTAL COST
			PJM13	ESA30	ESA10	ESA10-1	QCR10	ADM20	ACT03	ESA20				
<b>Task 100</b>	<b>Project Management</b>													
101	Project Coordination Meetings		2		2					1	5	\$ 656	\$ 50	\$ 706
102	Project Management Plan		2					2			4	\$ 466	\$ -	\$ 466
103	Project Monitoring		3						6		9	\$ 917	\$ -	\$ 917
104	Quality Control						2				2	\$ 489	\$ -	\$ 489
<b>Subtotal (including optional)</b>			<b>7</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>2</b>	<b>6</b>	<b>1</b>	<b>20</b>	<b>\$ 2,529</b>	<b>\$ 50</b>	<b>\$ 2,579</b>
<b>Task 200</b>	<b>Basis of Planning</b>													
201	Population, Economic and Land Use Baseline (Existing Conditions)		1		2	8				1	12	\$ 827	\$ -	\$ 827
202	Existing Data Collection		1		2	8				1	12	\$ 827	\$ -	\$ 827
203	Population and Water Demand Projections		1	2	4	8	2			1	18	\$ 1,989	\$ -	\$ 1,989
204	Identify Potential Future Regulations		2		6		2			2	12	\$ 1,656	\$ -	\$ 1,656
<b>Subtotal (including optional)</b>			<b>5</b>	<b>2</b>	<b>14</b>	<b>24</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>54</b>	<b>\$ 5,298</b>	<b>\$ -</b>	<b>\$ 5,298</b>
<b>Task 300</b>	<b>Water Supply Assessment</b>													
301	Supply Capacity		2		8	8	2				20	\$ 1,859	\$ -	\$ 1,859
302	Water Rights Evaluation Assistance		2		4		2				8	\$ 1,170	\$ -	\$ 1,170
<b>Subtotal (including optional)</b>			<b>4</b>	<b>0</b>	<b>12</b>	<b>8</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>28</b>	<b>\$ 3,029</b>	<b>\$ -</b>	<b>\$ 3,029</b>
<b>Task 400</b>	<b>Water Treatment Assessment</b>													
401	Evaluation of Existing Treatment System		4	2	4	12	2				24	\$ 2,488	\$ -	\$ 2,488
<b>Subtotal (including optional)</b>			<b>4</b>	<b>2</b>	<b>4</b>	<b>12</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>\$ 2,488</b>	<b>\$ -</b>	<b>\$ 2,488</b>
<b>Task 500</b>	<b>Water Distribution and Storage Assessment</b>													
501	Storage/Distribution Capacity Assessment		2		6	12				2	22	\$ 1,665	\$ -	\$ 1,665
502	Storage/Distribution Conditions Assessment		1		4	8				1	14	\$ 1,005	\$ -	\$ 1,005
503	Hydraulic Model		2	2		40	2			5	51	\$ 3,742	\$ -	\$ 3,742
504	Water System Mapping Update		1	2	8	4	1			1	17	\$ 1,934	\$ -	\$ 1,934
505	Fire Flow Testing Records		2		8	8				2	12	\$ 965	\$ -	\$ 965
<b>Subtotal (including optional)</b>			<b>8</b>	<b>4</b>	<b>18</b>	<b>72</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>11</b>	<b>116</b>	<b>\$ 9,311</b>	<b>\$ -</b>	<b>\$ 9,311</b>
<b>Task 600</b>	<b>System Recommendations &amp; Capital Improvement Plan</b>													
601	Develop Rating Criteria		2		4	4					10	\$ 847	\$ -	\$ 847
602	Alternative Evaluation Workshop		2	4			4			2	12	\$ 2,600	\$ -	\$ 2,600
603	Capital Improvement and Implementation Plan Development		2		8	10	2			2	24	\$ 2,250	\$ -	\$ 2,250
<b>Subtotal (including optional)</b>			<b>6</b>	<b>4</b>	<b>12</b>	<b>14</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>46</b>	<b>\$ 5,697</b>	<b>\$ -</b>	<b>\$ 5,697</b>
<b>Task 700</b>	<b>Financial Management Evaluation</b>													
701	Capital Improvement Summary		2		8	8					18	\$ 1,369	\$ -	\$ 1,369
702	Funding Source and Impact Fee Assistance		2	2	8		4				16	\$ 2,510	\$ -	\$ 2,510
<b>Subtotal (including optional)</b>			<b>4</b>	<b>2</b>	<b>16</b>	<b>8</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>34</b>	<b>\$ 3,880</b>	<b>\$ -</b>	<b>\$ 3,880</b>
<b>Task 800</b>	<b>Rate Study (Future Only)</b>													
801	Water Rate Evaluation											\$ -	\$ -	\$ -
802	Sewer Rate Evaluation											\$ -	\$ -	\$ -
<b>Subtotal (including optional)</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Task 900</b>	<b>Reports</b>													
901	Draft PER Update		2		15	25	2	6		3	53	\$ 4,198	\$ 50	\$ 4,248
902	Prepare and Deliver Final Facilities Plan Update		4		4		2	2			12	\$ 1,685	\$ 100	\$ 1,785
<b>Subtotal (including optional)</b>			<b>6</b>	<b>0</b>	<b>19</b>	<b>25</b>	<b>4</b>	<b>8</b>	<b>0</b>	<b>3</b>	<b>65</b>	<b>\$ 5,882</b>	<b>\$ 150</b>	<b>\$ 6,032</b>
<b>Task 1000</b>	<b>Public Participation</b>													
1001	Public Meetings		2	2							4	\$ 843	\$ -	\$ 843
1002	Plan Adoption		2	2							4	\$ 843	\$ -	\$ 843
<b>Subtotal (including optional)</b>			<b>4</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>\$ 1,687</b>	<b>\$ -</b>	<b>\$ 1,687</b>
<b>Grand Total</b>			<b>48</b>	<b>18</b>	<b>97</b>	<b>163</b>	<b>29</b>	<b>10</b>	<b>6</b>	<b>24</b>	<b>395</b>	<b>\$ 39,800</b>	<b>\$ 200</b>	<b>\$ 40,000</b>

Resource Code	Description	Abbreviation	Billing Rate
PJM13	Project Manager Engineer	PM-J	\$ 162.11
ESA30	Engineer Sanitary Sr	PM-J	\$ 247.26
ESA10	EIT Sanitary	PM-J	\$ 89.06
ESA10	EIT Sanitary	PM-J	\$ 41.60
QCR10	Quality Control Reviewer	DS-C	\$ 244.74
ADM20	Administrative Office Mgr.	CA	\$ 70.72
ACT03	Accountant	A	\$ 71.84
ESA20	Engineer Sanitary	PM-J	\$ 153.86

**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: Airport Lease Agreement for Lot 8, Block 1



## Stevensville Town Council Meeting

### Agenda Item Request

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

<b>Agenda Item Type:</b>	New Business
<b>Person Submitting the Agenda Item:</b>	Brandon E. Dewey
<b>Second Person Submitting the Agenda Item:</b>	
<b>Submitter Title:</b>	Mayor
<b>Submitter Phone:</b>	
<b>Submitter Email:</b>	
<b>Requested Council Meeting Date for Item:</b>	7/23/2020
<b>Agenda Topic:</b>	Discussion/Decision: Airport Lease Agreement for Lot 8, Block 1
<b>Backup Documents Attached?</b>	Yes
<b>If no, why not?</b>	
<b>Approved/Disapproved?</b>	Approved
<b>If Approved, Meeting Date for Consideration:</b>	7/23/2020
<b>Notes:</b>	

## Stevensville Airport Land Lease

---

This land lease is made and entered into this **4th day of September, 2020**, pursuant to Stevensville Town Resolution (attached as Exhibit A) and incorporated by reference herein, between the TOWN OF STEVENSVILLE, hereafter "Lessor" and **Aircraft Structural Repair Inc.**, hereafter "Lessee" at **612 N. 1st Street STE 2 #307, Hamilton, MT 59840**

### *I. Purpose*

1. Lessor agrees to lease to the Lessee **4,144 square feet** of land described as **Lot No. 8, Block 1** (attached as Exhibit B) of the Stevensville Airport, hereafter "Premises" subject to the terms and conditions set forth herein.
2. The parties agree that the Lessee shall use Premises for general aviation-related purposes such as storing, maintaining, repairing, rebuilding, and inspecting aircraft.

### *II. Term and Renewal of Lease*

3. **Term.** This lease shall be for a twenty (20) year period, beginning upon execution of the agreement and ending on the **3rd day of September, 2040** unless terminated as set forth by the terms of this lease.
4. **Renewal.** If Lessee has made all required lease payments and has remained in full compliance with all terms and obligations of this lease the Lessee shall have the option to renew the lease under similar terms and conditions and as mutually agreed upon with the Lessor.

### *III. Payment*

5. **Annual Rate.** Lessee agrees to pay Lessor **\$.14 per square foot** annually for **4,144 square feet** in the amount of **\$580.16** beginning upon the effective date of this lease. Annual lease payments shall be due on July 1 of each year until its expiration or termination date, with the first year of the lease and final year prorated to July 1 and/or the expiration date.
  - 5.1. **Location.** Lessee agrees to pay all obligations of the lease in check, cash, or money order at the Office of the Town Clerk at 206 Buck Street, Stevensville, Montana 59870.

## Stevensville Airport Land Lease

---

6. **Rate Increases.** Lessor, at its discretion may annually increase the rate charged in this lease. Lessor shall give notice to Lessee of any such increase on or before June 1 of any given year, which rate shall be effective on July 1; provided that that no single rate increase shall exceed ten (10) percent and that any rate increase shall apply uniformly to all leases at the airport. Failure to give such notice shall prohibit Lessor from increasing the rate for that year.
7. **Infrastructure Fee.** Lessee agrees to a one time infrastructure fee of **\$.65 per square foot** of building size to be paid at the time of the execution of this lease for a total sum of **\$ N/A**.

### *IV. Terms and Conditions*

8. **Condition of Premises.** Lessee has inspected and accepts Premises in its present condition.
9. **Compliance with Law.** Lessee shall utilize the land in compliance with all applicable state and federal laws, town ordinances and resolutions, and FAA regulations in effect as of the execution of this agreement. Lessee further agrees to observe and obey all new rules and regulations that Lessor may from time-to-time promulgate during the term of this lease and any successive renewals.
10. **Hangar Construction.** Lessor acknowledges that Lessee will construct hanger on Premises and that the same will conform to the existing building codes enforced in the Town of Stevensville and requirements set forth by the FAA.
  - 10.1. **Additional Construction or Modification of Existing Structures.** Lessee may, during the term of this lease, including renewals, erect other buildings and improvements only with Lessor's prior written consent. Lessee further agrees that any such building shall also conform to the existing building codes enforced in the Town of Stevensville and requirements set forth by the FAA. Lessee shall not modify any existing structure or land on the lease premises, except as expressly permitted by Lessor in writing.
11. **Maintenance.** Lessee shall keep all buildings and improvements well painted and in good repair and good maintenance. Lessee shall store all trash, debris, and waste matters in metal containers and shall keep the area Lessee may use around such structures in neat and clean appearance.
12. **Hazards.** Lessee shall not permit hazards or anything that might be defined as a hazard by Lessor to exist on the Premises. Lessor reserves the right to abate any hazard considered immediate by the Lessor without notice. In the event of abatement by Lessor, Lessee shall be liable to Lessor for the costs of such abatement. The term "hazard" shall mean any course of conduct or condition which might subject the Stevensville Airport or any person using the same, to loss of life, limb, or property, or any course of conduct or condition which is or may be defined by Lessor as constituting a hazard.

## Stevensville Airport Land Lease

---

13. **Indemnification.** Lessee agrees to indemnify and hold Lessor harmless from and against all liability for injuries to persons or damage to property cause by Lessee's negligent use or occupancy of the Premises; provided however, that Lessee shall not be liable for any injury, damage, or loss occasioned the negligence of the Lessor.
14. **Notice of Lawsuit.** Lessor agrees to give prompt and timely notice of any claim made or suit instituted which in anyway directly or indirectly, contingently, or otherwise, affects or might affect Lessee, and Lessee shall have the right to compromise and defend the same to the extent of Lessee's own interest.
15. **Inspection of Property.** Lessor reserves the right, for itself and its agents, to enter upon and inspect the Premises and any improvements constructed thereon, provided that such inspection shall occur during normal business hours and shall be preceded by reasonable notice to Lessee.
16. **Violations of Terms.** In case of violation of any terms by Lessee, and upon Lessee's failure to cure or discontinue such violation within ten (10) days after written notice is delivered to Lessee, then this lease shall become null, void, and terminated and Lessor or its agents may immediately re-enter and take possession of the Premises without further demand or notice.
17. **Failure to Pay/Late Fees.** Failure on the part of Lessee to make a lease payment within 30 days of its due date shall result in a ten (10) percent penalty being assessed against the Lessee. If payment of the full amount due, plus any penalty assessment, is not made within 60 days of the original due date, the Lessee shall be considered in default of the lease.
18. **Termination.** In case of Lessee's failure to cure such default within ten (10) days after written notice is delivered to Lessee, then this lease shall become null, void, and terminated.
19. **Attorney's Fees.** Should any action be brought by either Lessee or Lessor to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to such reasonable attorney fees as the court shall determine
20. **Severability.** In the event that any term(s) or provision(s) is held to be invalid by any court of competent jurisdiction, the invalidity of any such term or provision shall not materially prejudice either Lessor or Lessee in their respective rights and obligations contained in the remaining and valid terms and provisions of this agreement.
21. **Waiver.** No failure by Lessor to exercise any right contained in this agreement shall be construed as a waiver of any such right.
22. **Assignment and Subleasing.** This Agreement shall bind the parties and their respective heirs, personal representatives, and successors in title; provided however that the Lessee hereunder may not assign his or her rights, sublease, or delegate its obligations hereunder without the prior written consent of the Lessor and a new lease entered into.

## Stevensville Airport Land Lease

---

**23. Notice and Service.** Service of any notice required may be made personally or by written notice. Written notice shall be deemed given when hand delivered or when mailed by first class mail, postage pre-paid, to the addresses specified below:

If notice to the Lessor:	If notice to the Lessee:
Town of Stevensville PO Box 30 206 Buck Street Stevensville, MT 59870	Aircraft Structural Repair Inc. 612 N. 1 <sup>st</sup> Street STE 2 #307, Hamilton, MT 59840

### *V. Termination of Lease*

- 24. Termination of Lease.** Upon expiration or other termination of this agreement, or any renewal, Lessee's rights to use the premises, facilities, rights, licenses, services, and privileges herein shall cease and upon expiration Lessee shall surrender the same.
- 24.1. Removal of Buildings.** Lessee is specifically allowed to remove the steel hangar that Lessee caused to be erected on the premises. Lessee shall not be obligated to remove the concrete foundation upon which the hangar is situated if the foundation is in good repair.
- 24.2. Damage from Removal.** Lessee shall, upon removal of the building, concrete foundation, and other personal property, repair all damages resulting from such removal.
- 24.3. Time for Removal.** Any property not removed by Lessee shall, within thirty (30) days after the expiration or termination of the lease, become a part of the real property and title shall vest in Lessor.

### *VI. Modification and Completeness*

- 25. Modification.** This instrument contains the full text of the lease agreement between the parties and may not be altered or modified except by a written agreement signed by both parties.
- 26. Entire Agreement.** This instrument is an integrated agreement (i.e. an integrated contract) that constitutes the final, entire, and complete expression of the agreement of the parties. No prior, subsequent, or additional terms, conditions, or representations are to be considered as part of the contract between the parties. This agreement supersedes all prior negotiations, understandings, and agreements between the parties with respect to the subject matter hereof, and the parties intend that no parol or extrinsic evidence shall be admitted to vary or supplement its terms. There are no other subsisting agreements or understandings between the parties, either oral or written, with respect to the subject matter hereof.



# Stevensville Airport Land Lease

---

IN WITNESS WHEREOF, the parties hereto have signed this agreement this 15<sup>th</sup> day of July, 2020

Lessor:  
Town of Stevensville

Attest:

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Town Clerk

Lessee:

Dustin A Wood

Dustin A Wood, President  
Print name

Airport Manager, Stevensville Airport

Town of Stevensville Montana

PO Box 30

Stevensville, Montana 59870

We are selling our hanger which is located Lot 8, Block 1 Stevensville Airport to Aircraft Structural Repair Inc. The effective date will be September 4, 2020. Could you please put this on the agenda of the airport board for their approval? If they approve would there be anything else that we need to do to transfer the lease? Your help is sincerely appreciated.

Sincerely,

Howard Scott Hash

*Howard S. Hash 6/24/2020*

Linda Sue Hash

*Linda Sue Hash 6/24/2020*

8630 NC Highway 93

Piney Creek NC, 28663

406 381 6640

**File Attachments for Item:**

c. Discussion/Decision: Authorization of water & wastewater connection for unannexed property at Middle Burnt Fork Rd & Logan Lane



## Stevensville Town Council Meeting

### Agenda Item Request

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

<b>Agenda Item Type:</b>	New Business
<b>Person Submitting the Agenda Item:</b>	Brandon E. Dewey
<b>Second Person Submitting the Agenda Item:</b>	
<b>Submitter Title:</b>	Mayor
<b>Submitter Phone:</b>	
<b>Submitter Email:</b>	
<b>Requested Council Meeting Date for Item:</b>	7/23/2020
<b>Agenda Topic:</b>	Discussion/Decision: Authorization of water & wastewater connection for unannexed property at Middle Burnt Fork Rd & Logan Lane
<b>Backup Documents Attached?</b>	No
<b>If no, why not?</b>	Corrective action only – motion made from previous meeting was not properly noticed on agenda
<b>Approved/Disapproved?</b>	Approved
<b>If Approved, Meeting Date for Consideration:</b>	7/23/2020
<b>Notes:</b>	Per a letter from Bitterroot Star, this decision was not properly noticed on a previous agenda. In order to correct the oversight and provide remedy, the Town is properly noticing the item with language that describes the true intent of the original motion.

**File Attachments for Item:**

d. Discussion/Decision: Resolution 478, adopting fees. Permits and lease rates and charges at the Stevensville Airport



## Stevensville Town Council Meeting

### Agenda Item Request

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

<b>Agenda Item Type:</b>	New Business
<b>Person Submitting the Agenda Item:</b>	Brandon E. Dewey
<b>Second Person Submitting the Agenda Item:</b>	
<b>Submitter Title:</b>	Mayor
<b>Submitter Phone:</b>	
<b>Submitter Email:</b>	
<b>Requested Council Meeting Date for Item:</b>	7/23/2020
<b>Agenda Topic:</b>	Discussion/Decision: Resolution 478, adopting fees. Permits and lease rates and charges at the Stevensville Airport
<b>Backup Documents Attached?</b>	Yes
<b>If no, why not?</b>	
<b>Approved/Disapproved?</b>	Approved
<b>If Approved, Meeting Date for Consideration:</b>	7/23/2020
<b>Notes:</b>	



**Robert Underwood, Finance Officer**

206 Buck St. • P.O. Box 30 Stevensville, MT 59870

406-777-5271 office • 406-777-4284 fax

**MEMORANDUM**

**TO:** Mayor Dewey  
**FROM:** Robert Underwood  
**SUBJECT:** Airport Fees  
**DATE:** July 15, 2020

In consultation with the Airport Advisory Board, we would like to raise the airport lease fee for all new leases to \$0.14 pre square foot starting the beginning of FY 20-21.

Also, with the hanger lease agreements we have now, there is a clause in the lease that allows the Town to raise the lease rate by 10% a year. We would like to raise the lease rate for these leases by 10% per year for the next 10 years, starting on July 1, 2021. The lease rate for these leases now are \$0.06 pre square foot and that rate has not increased in over 15 years.

The standard lease rate for hangers at Airports like Stevensville is \$0.12 to \$0.16 per square foot. With approval of the new rate increase, at the end of 10 years the lessee will be paying \$0.16 per square foot which will be the market rate at that time. All other fees will remain the same.

**Airport:**

Land Lease / Construction Permit	\$50.00	non-refundable
New and Lease Rate:	<b>\$0.14</b> /square foot	annually
Old Lease Rate:	<b>\$0.06/square foot increased by 10% for 10 years</b>	
Infrastructure Fee:	\$0.65/square foot	one-time
3-Phase Power Site:	\$500.00	one-time
Airport Business License:	\$250.00	annually
Airport User Fee:	\$125.00/user	
Tie-down Fee (single engine):	\$15.00/month	\$3.00/day
Tie-down Fee (twin engine):	\$25.00/month	\$5.00/day
Commercial landing Fee:	\$8.00/operation	single engine
	\$10.00/operation	twin engine
	\$1.00/thousand pounds	over 12,500

Robert Underwood  
 Finance Officer/HR/Acting Airport Manager

## RESOLUTION NO. 478

### A RESOLUTION ADOPTING FEES, PERMIT AND LEASE RATES AND CHARGES AT THE STEVENSVILLE AIRPORT

**WHEREAS**, the Stevensville Municipal Code provides that usage rates, service charges, and license and permit fees be appropriately set by resolution of the Town Council; and

**WHEREAS**, current land lease rates, infrastructure fees, airport business license fees, user fees, tie down fees, and landing fees were adopted by the Town Council by Resolution 340 on April 10, 2014; and

**WHEREAS**, the current rates and charges provide the financial resources to operate the Stevensville Airport and are comparable to charges at other general aviation airports in Montana.

**NOW, THEREFORE, BE IT RESOLVED** by the Stevensville Town Council that the current rates and charges at the Stevensville Airport be reaffirmed and adopted in accordance with Sec. 3-37 of the Stevensville Municipal Code as set forth below:

- 1.) Land Lease/Construction Permit – \$50.00 non-refundable application fee paid to the Town prior to review and approval.
- 2.) Land Lease Rate – \$.14 per square foot per year, due on July 1<sup>st</sup> of each year, prorated for first year based upon date of execution of lease agreement.
- 3.) Infrastructure Fee
  - a. Standard Site – one-time fee of \$.65 per square foot upon execution of land lease agreement.
  - b. Site with 3-phase power – \$500.00 one-time fee
3. Airport Business License Fee – annual, non-prorated fee of \$250.00, due on July 1<sup>st</sup> of each year, as required by Sec. 3.36 of the Stevensville Municipal Code and further herein defined as “any person, corporation, partnership, company, association or other legal entity engaged in any occupation, vocation, pursuit, trade, industry, professional or commercial activity of any kind for the purposes of economic benefit or profit or engaged in for livelihood or gain upon or within the confines of the Stevensville Airport, including industrial, retail, wholesale, service and “through-the-fence” operations as well as the rental of hanger space.”
4. Airport User Fee – annual, non-prorated fee of \$125.00 for each user of the airport, herein defined as “any person, corporation, partnership, company, association or other legal entity that owns, leases, operates or stores any aircraft, whether or not operational, upon or within the confines of the Stevensville Airport, including those “through-the-fence” users permitted access to the Stevensville Airport.”



5. Monthly Tie-Down Fee – \$15.00 per month for single engine; \$25.00 per month for twin engine.
6. Daily Tie-Down Fee – \$3.00 per 24-hour period or fraction thereof for single engine; \$5.00 per 24-hour period or fraction thereof for twin engine.
7. Landing Fee for Commercial Operations – \$8.00 per operation for single engine; \$10.00 per operation for twin engine; \$10.00 per operation plus \$1.00 per thousand pounds for aircraft of 12,500 gross weight and higher.

BE IT FURTHER RESOLVED, that the lease rate for all existing leases shall be increased ten (10) percent annually over a period of the next ten (10) years.

Passed and adopted by the Town Council of the Town of Stevensville, Montana, this \_\_\_\_ day of \_\_\_\_\_, 2020.

Approved:

Attest:

\_\_\_\_\_  
Brandon E. Dewey, Mayor

\_\_\_\_\_  
Town Clerk