



**Stevensville Town Council Meeting
Agenda for
THURSDAY, MAY 13, 2021
7:00 PM**

NVPL Community Room – 208 Main Street

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

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Public Comments (Public comment from citizens on items that are not on the agenda)
4. Approval of Minutes
5. Approval of Bi-Weekly Claims
 - a. Claims #16717-16761
6. Administrative Reports
 - a. Airport
 - b. Community Development
 - c. Finance
 - d. Fire Department
 - e. Parks & Recreation
 - f. Police Department
 - g. Public Works
7. Guests
8. Correspondence
9. Public Hearings
 - a. Budget Amendment for FY2019-20
10. Unfinished Business
 - a. Discussion/Decision: First Reading of Ordinance No. 167, re-zoning certain parcels from R1 to R2 Residential
11. New Business
 - a. Discussion/Decision: Special Event and Alcohol Use Permit for Western Heritage Day
 - b. Discussion/Decision: New re-phasing request for Phase II & III of the Twin Creeks Subdivision
 - c. Discussion/Decision: Resolution No. 486, amending the FY2019-20 Budget
 - d. Discussion/Decision: First reading of Ordinance No. 169, Amending Building & Technical Codes
 - e. Discussion/Decision: Planning & Zoning Board 2021-2022 Work Plan
 - f. Discussion/Decision: Cost share for the replacement of fencing at Father Ravalli Park
 - g. Discussion/Decision: COVID-19 precautions at Council meetings
 - h. Discussion/Decision: Contract for construction services for the 5th Street Improvements Project
 - i. Discussion/Decision: Contract for construction services for the 3rd Street Improvements Project
 - j. Discussion/Decision: Funding for repairs to the swimming pool

- [k.](#) Discussion/Decision: Cancellation or rescheduling of June 24, 2021 Town Council Meeting due to Councilmember planned absences
- 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:

a. Claims #16717-16761

* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Document \$/Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
16717	March 21 03/31/21	1659 CHS Mountain West CO-OP Cemetery propane heat grave	*** Claim from another period (3/21) **** 431.65			1000 430900	220	101000
	March 21 03/31/21	PD-Fuel	11.21			1000 420100	231	101000
	March 21 03/31/21	FD Fuel	283.33			1000 420460	231	101000
	March 21 03/31/21	PW fuel	44.68			1000 430100	231	101000
	March 21 03/31/21	PW fuel	92.43			1000 430100	231	101000
16718	11825 04/03/21	1373 Watch Guard Body Cam	*** Claim from another period (4/21) **** 910.00			1000 420100	220	101000
16719	1769 Kelly Connect	1769 Kelly Connect	*** Claim from another period (4/21) **** 1,383.34			1000 410550	239	101000
37316 04/26/21	Public safety computers	Public safety computers	1,383.34*			1000 410550	239	101000
16720	9877908522 04/18/21	230 Verizon Wireless Cell Phone - Mayor	*** Claim from another period (4/21) **** 300.32			1000 410200	340	101000
	9877908522 04/18/21	Cell Phone/int - PD	46.71			1000 420100	340	101000
	9877908522 04/18/21	Cell Phone - BD	170.19			2394 420531	340	101000
	9877908522 04/18/21	Cell Phone - H2O	-36.91			5210 430510	340	101000
	9877908522 04/18/21	Cell Phone - Sewer	35.38*			5310 430610	340	101000
	9877908522 04/18/21	Cell Phone - Airport	35.37*			5610 430300	340	101000
	9877908522 04/18/21	Mobile Internet-FD	19.52			1000 420410	340	101000
	9877908522 04/18/21	Mobile Internet-Ambulance	20.04*			2230 420730	340	101000
	9877908522 04/18/21	Mobile Internet-Ambulance	10.02*			2230 420730	340	101000
16721	094905 04/05/21	1789 Stevensville Hotel MT LLC 2 nights Mac Sosa Hotel	*** Claim from another period (4/21) **** 196.00			1000 420100	370	101000
16722	1200342378 04/21/21	728 HDR ENGINEERING, INC. 3rd Street Improvements	*** Claim from another period (4/21) **** 2,465.17			2820 430200	350	101000
16723	4566 04/20/21	1171 Rex Olson Trucking Inc. Repairs/service insp on #2011	*** Claim from another period (4/21) **** 901.42			1000 420460	232	101000
16724	4284 04/20/21	1722 Local Government Services AFR Fees April Statement	*** Claim from another period (4/21) **** 95.00			1000 410550	350	101000
16725	72865 05/01/21	1696 First Call Computer Solutions, Admin-Monthly Fee	2,100.00			1000 410550	356	101000
	72865 05/01/21	PD-Monthly Fee	315.00			1000 420100	356	101000
	72865 05/01/21	C-Monthly Fee	105.00*			1000 410360	356	101000
	72865 05/01/21	BD-Monthly Fee	105.00			2394 420531	356	101000
	72865 05/01/21	FD-Monthly Fee	105.00*			1000 420410	356	101000
	72865 05/01/21	Sewer-Monthly Fee	105.00			5310 430610	356	101000
	72865 05/01/21	Water-Monthly Fee	525.00			5210 430510	356	101000
	72865 05/01/21	Airport-Monthly Fee	105.00*			5610 430300	356	101000

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Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
16726		1667 Owens Law Firm, PLLC	*** Claim from another period (4/21) ****	2,978.32								
	3177	05/03/21 Town Legal Services		1,994.00			1000		411100	350		101000
	3178	05/03/21 Prosecuting Atty Services		984.32			1000		410364	350		101000
16727		178 Ravalli County Treasurer	7.86									
	2nd half	10/27/20 George May Property Tax pmt	7.86*				5210		430510	350		101000
16728		1702 DE Lage Landen Finance Services,	*** Claim from another period (4/21) ****	55.02								
	72304694	04/24/21 Printer lease		51.02*			1000		410360	320		101000
	72304694	04/24/21 Late Fee		4.00*			1000		420410	320		101000
16729		1711 Office Solutions & Service	*** Claim from another period (4/21) ****	34.84								
	INV94191	04/29/21 Copies, Color & BW		34.84			1000		420100	320		101000
16730		85 CENTURYLINK	*** Claim from another period (4/21) ****	166.53								
	April 21	04/22/21 WWTP Internet #0185		68.99			5310		430640	340		101000
	April 21	04/22/21 H2O Plant Phone #7132		46.37			5210		430540	340		101000
	April 21	04/22/21 MBF Reservoir #9934		51.17*			5210		430530	340		101000
16731		1535 DigiQuatics	328.27									
	Pool Scheduling, Maintenance, Chemical Checks, Certifications, & Notifications;											
	Pool Management App											
16733		2075 05/01/21 Pool Management App	328.27									
	April 21	04/01/21 PD-Fuel	*** Claim from another period (4/21) ****	405.40			1000		460445	330		101000
	April 21	04/01/21 PW fuel		292.85			1000		420100	231		101000
16734		16 MONTANA ENVIRONMENTAL LAB LLC	*** Claim from another period (4/21) ****	563.60								
	2102787	04/01/21 Sewer Testing		171.20*			5310		430610	350		101000
	2102969	04/06/21 Sewer Testing		171.20*			5310		430610	350		101000
	2103298	04/14/21 Sewer Testing		171.20*			5310		430610	350		101000
	2103618	04/16/21 Water Testing coliform		50.00*			5210		430510	350		101000
16735		23 VALLEY DRUG AND VARIETY	*** Claim from another period (4/21) ****	36.66								
	437074	04/06/21 Battery Town Hall		4.62			1000		410550	210		101000
	437217	04/07/21 Shipping Fire Dept		10.68			1000		420410	311		101000
	438757	04/14/21 Foam Board/Poster Board		16.77*			1000		460430	210		101000
	441948	04/29/21 Copies/printing Parks		4.59*			1000		460430	210		101000

* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Document #/Line	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
16736	3375	12/20/20	66 MONTANA ELECTRONICS Co., Inc. 66 MONTANA ELECTRONICS Co., Inc. 65.00 65.00*	65.00			1000		420100	232		101000
			*** Claim from another period (12/20) ****									
16737	April	05/01/21	1436 Maureen M. O'Connor Monthly Compensation 1,500.00	1,500.00			1000		410360	350		101000
	TSERF	04/29/21	Judge Conference meals 766x.56 428.96	428.96			1000		410360	370		101000
	TSERF	04/29/21	Judge Conference meals 4 days 122.00*	122.00*			1000		410360	377		101000
			*** Claim from another period (4/21) ****									
16738	May 21	05/03/21	1698 Spectrum 424.90	424.90			1000		420100	340		101000
	May 21	05/03/21	PD phone/internet 129.97	129.97			1000		420410	340		101000
	May 21	05/03/21	FD phone/internet 24.49*	24.49*			1000		410360	340		101000
	May 21	05/03/21	Court phone/internet 12.25*	12.25*			1000		410360	340		101000
	May 21	05/03/21	Admin phone/internetq 24.49*	24.49*			1000		410550	340		101000
	May 21	05/03/21	Econ Development phone 24.49*	24.49*			2940		410550	340		101000
	May 21	05/03/21	H2O dept phone/internet 73.48*	73.48*			5210		430510	340		101000
	May 21	05/03/21	Sewer dept phone/internet 73.48*	73.48*			5310		430610	340		101000
	May 21	05/03/21	BD phone/internet 12.25	12.25			2394		420531	340		101000
	May 21	05/03/21	Pool phone 10.00	10.00			1000		460445	340		101000
	May 21	05/03/21	Water office phone/internet 20.00*	20.00*			5210		430510	340		101000
	May 21	05/03/21	Sewer office phone/internet 20.00*	20.00*			5310		430610	340		101000
			*** Claim from another period (4/21) ****									
16739	E	8 RAVALLI ELECTRIC CO-OP April 21 04/30/21 Airport Utilities - Lights 2 68.66	8 RAVALLI ELECTRIC CO-OP 104.00	104.00			5610		430300	340		101000
	April	21 04/30/21	Airport Utilities - Water Pu 35.34	35.34			5610		430300	340		101000
16740	E	59 BITTER ROOT DISPOSAL 3696810 05/01/21 Court solid waste 5.07*	59 BITTER ROOT DISPOSAL 5.07*	5.07*			1000		410360	340		101000
	3696810	05/01/21	H20 Dept TH facility 30.43*	30.43*			5210		430510	340		101000
	3696810	05/01/21	Sewer Dept TH facility 30.44*	30.44*			5310		430610	340		101000
	3696810	05/01/21	PD solid waste 15.22	15.22			1000		420100	340		101000
	3696810	05/01/21	TH solid waste 15.22*	15.22*			1000		411201	340		101000
	3696810	05/01/21	BD solid waste 5.07	5.07			2394		420531	340		101000
	3696810	05/01/21	Street solid waste 152.18*	152.18*			1000		430200	340		101000
	3696810	05/01/21	Sewer plant solid waste 152.17	152.17			5310		430640	340		101000
	3696975	05/01/21	Parks 101.45*	101.45*			1000		460430	340		101000
			*** Claim from another period (4/21) ****									
16742		1146 Motorola Solutions, Inc. Nova Software - Monthly Subscriptions 8230318482 05/02/21 Nova Subscription 75.00	1146 Motorola Solutions, Inc. 375.00	375.00			1000		410364	350		101000
	8230318482	05/02/21	Nova Subscription 300.00	300.00			1000		420100	330		101000

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Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
16744	97Revisedx	10/21/20 25% Annual Compressor Serv	74 STEVENSVILLE RURAL FIRE DISTRICT	312.50			1000		420460	360		101000
			*** Claim from another period (10/20) ****									
16746	1011	04/01/21 quarterly inspections	1754 Construct Montana, LLC	5,701.84*			2394		420531	350		101000
			*** Claim from another period (4/21) ****									
16747	15107683	04/29/21 Bricks for trees on Main str	1061 WESTERN BUILDING CENTER	123.75*			1000		430200	400		101000
			*** Claim from another period (4/21) ****									
16748	117328	04/06/21 Hose fitting , plug & hose 1 t	1791 Car Quest of Hamilton	34.44			1000		430200	232		101000
			*** Claim from another period (4/21) ****									
16749			228 Norco, Inc.	11.10								
FY 18-19			Annual Community Connection Fee									
31983920	04/30/21	Cylinder Rental Streets		3.70*			1000		430200	231		101000
31983920	04/30/21	Cylinder Rental Water		3.70			5210		430510	220		101000
31983920	04/30/21	Cylinder Rental Sewer		3.70			5310		430610	220		101000
			*** Claim from another period (4/21) ****									
16751	2002516	04/29/21 Admin Supplies	1330 Burnt Fork Market	16.42			1000		410550	220		101000
			*** Claim from another period (4/21) ****									
16752	May 05/03/21	Crksde Mdws Lighting Dist #4 1	33 NORTHWESTERN ENERGY	961.30			2440		430263	340		101000
	May 05/03/21	Crksde Mdws Lighting Dist #4 2		251.75*			2440		430263	340		101000
	May 05/04/21	Water-157 Sewer Works Rd Depot		135.53*			5210		430510	340		101000
	May 05/04/21	Sewer-157 Sewer Works Rd Depot		2.98*			5310		430610	340		101000
	May 05/04/21	Streets-157 Sewer Works Rd Dep		2.97*			1000		430200	340		101000
	May 05/04/21	Stevensville Cutoff Rd Path		6.00			1000		430263	340		101000
	May 05/04/21	Twin Creeks Dist #5		432.37			2450		430263	340		101000
	May 04/05/21	300 Main St seasonal lighting		6.00			1000		430263	340		101000
	May 04/07/21	Dickerson Park		0.00*			1000		460430	340		101000
	May 04/05/21	206 Buck Fire Dept lighting		120.72*			1000		411201	340		101000
16753	0077813	04/22/21 M18 2 speed grease gun	690 Core & Main LP	167.20			1000		430100	231		101000
			*** Claim from another period (4/21) ****									
16754	0150821	05/06/21 Hydro Defuser /Case	690 Core & Main LP	528.00			5210		430540	230		101000
			*** Claim from another period (4/21) ****									

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Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
16755	316406909	05/10/21 colorimeter assy 510NM	107 HACH CO.	572.95			5210 430550	230	101000
		*** Claim from another period (4/21) ****		572.95*					
16756	7060006595	04/30/21 Replace blown tire PD	958 TIRE RAMA	170.08			1000 420100	232	101000
		*** Claim from another period (4/21) ****		170.08					
16757	1792	Don Jensen		82.92			5210 343022		101000
		Account 140060 bank paid in error after closing of house 307 Spring Street							
		140060 04/16/21 Overpayment Account 140060-01		82.92					
		*** Claim from another period (4/21) ****							
16758		34 STEVENSVILLE HARDWARE AND RENTAL		242.90			1000 460445	230	101000
		I206165 04/05/21 Rental hammer drive pool		60.50*			1000 460445	230	101000
		A501104 04/06/21 PVC Cement pool		14.58*			1000 460445	230	101000
		A501111 04/06/21 PVC pipe pool		2.25*			1000 460445	230	101000
		B459974 04/09/21 Bleach pool		24.95*			1000 460445	230	101000
		C465450 04/12/21 Valve box w/cover meter bike		21.99*			5210 430550	230	101000
		C465471 04/12/21 tape bushing meter cover		2.28*			5210 430550	230	101000
		C465477 04/12/21 PVC adapter bike path		4.68*			5210 430550	230	101000
		C465668 04/15/21 Battery sewer plant		3.49			5310 430640	230	101000
		A502230 04/15/21 Gorilla tape parks		9.99*			1000 460430	220	101000
		A502247 04/15/21 Clear Flex tape pool		13.49*			1000 460445	230	101000
		C465733 04/16/21 Pressure gague water lines		20.07*			5210 430550	230	101000
		A502338 04/16/21 Keys parks		9.45			1000 460430	220	101000
		A502783 04/19/21 Heat gun well house		24.99			5210 430530	230	101000
		B460542 04/23/21 Red paint water lines		13.98*			5210 430550	230	101000
		C466533 04/26/21 3/4" pinch clamp bike path		10.54*			5210 430550	230	101000
		A503684 04/26/21 1" pinch clamp/coupling bike		5.67*			5210 430550	230	101000
		*** Claim from another period (4/21) ****							
16759	E	852 CENEX FLEETCARD		2,075.84			1000 410550	231	101000
		212522CL 04/30/21 Admin - Fuel		0.00			1000 420100	231	101000
		212522CL 04/30/21 PD - Fuel		548.81			1000 420460	231	101000
		212522CL 04/30/21 FD - Fuel		514.39			1000 430100	231	101000
		212522CL 04/30/21 PW - Fuel		1,012.64			2230 420730	231	101000
		212522CL 04/30/21 Amulance - Fuel		0.00			5610 430300	231	101000
		212522CL 04/30/21 Airport - Fuel		0.00					
16760		1253 Providence Health & Services		502.00			1000 420100	350	101000
		Sosa 05/05/21 Sosa Police officer Physical		502.00*					

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Claim	Check	Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
16761	April 21	33 NORTHWESTERN ENERGY	13,646.98					
	April 21	04/15/21 Spec lighting #3	245.94*			2430	430263	101000
	April 21	04/15/21 206 Buck 90% TH Facility	612.51*			1000	411201	101000
	April 21	04/15/21 206 Buck 10% Bldg Dept	68.06			2394	420531	101000
	April 21	04/15/21 Peterson Add'n lighting	182.99*			2420	430263	101000
	April 21	04/15/21 Dayton Add'n lighting	251.59*			2410	430263	101000
	April 21	04/15/21 Maplewood Cemetery	10.42			1000	430900	101000
	April 21	04/15/21 Main St seasonal lighting	6.00			1000	430263	101000
	April 21	04/15/21 Orig Town street lights	239.75			1000	430263	101000
	April 21	04/15/21 ESH - 5th St. lights	432.20			1000	430263	101000
	April 21	04/15/21 5th St - Lange Park lights	34.41			1000	430263	101000
	April 21	04/15/21 Add'l Town lighting	157.26			1000	430263	101000
	April 21	04/15/21 NW LDS parking lot	0.00*			2430	430263	101000
	April 21	04/15/21 MBF H20 plant	264.63			5210	430540	101000
	April 21	04/15/21 102 Main St pump #1	106.52*			5210	430530	101000
	April 21	04/15/21 Riverview Cemetery IRR	0.00			1000	430900	101000
	March 21	04/15/21 Maplewood Cemetery	0.00			1000	430900	101000
	April 21	04/15/21 Sewer lift station W. Centra	13.84			5310	430640	101000
	April 21	04/15/21 Sewer trtmnt plant	5,072.89			5310	430640	101000
	April 21	04/15/21 Truck garage South	233.61*			1000	430100	101000
	April 21	04/15/21 L&C Yard Light	10.42*			1000	460430	101000
	April 21	04/15/21 L&C Park Irrigation 5hp IRR	0.24*			1000	460430	101000
	April 21	04/15/21 L&C Park Parking Lot	6.00*			1000	460430	101000
	April 21	04/15/21 L&C Park Restrooms/Field lig	43.32*			1000	460430	101000
	April 21	04/15/21 214 Buck St. - H20 25%	24.47*			5210	430510	101000
	April 21	04/15/21 214 Buck St. - Sewer 25%	24.47*			5310	430610	101000
	April 21	04/15/21 214 Buck St. - PD 50%	48.94			1000	420100	101000
	April 21	04/15/21 3rd & Park	12.47			1000	430263	101000
	April 21	04/15/21 421 Airport Rd - SRE 2/3	101.20			5610	430300	101000
	April 21	04/15/21 421 Airport Rd - FD 1/3	50.61*			1000	420422	101000
	April 21	04/15/21 Pool	41.34			1000	460445	101000
	April 21	04/15/21 MBF Well Field	5,121.15*			5210	430530	101000
	April 21	04/15/21 MBF booster station	118.99			5210	430550	101000
	April 21	04/15/21 Creamery Park (223 Main)	46.94*			1000	460430	101000
	April 21	04/15/21 102 Main Street D-PD	63.80			1000	420100	101000
16762	Arbor Day Foundation Grant \$300.00	1729 Nature's Enhancement, Inc	675.00					
	28010 04/30/21 Tree		675.00			1000	460437	101000

*** Claim from another period (4/21) ****
 *** Claim from another period (4/21) ****
 *** Claim from another period (4/21) ****
 Total Electronic Claims 41 Total: 42,711.73
 Total Non-Electronic Claims 2,687.09 Total: 40024.64

Fund/Account	Amount
1000 GENERAL	
101000 Cash - Operating	\$18,216.23
2230 AMBULANCE	
101000 Cash - Operating	\$10.02
2394 BUILDING CODE ENFORCEMENT	
101000 Cash - Operating	\$5,855.31
2410 DAYTON LIGHTING #1 DISTRICT 55	
101000 Cash - Operating	\$251.59
2420 PETERSON ADDN LIGHTING #2 DISTRICT 80	
101000 Cash - Operating	\$182.99
2430 GEO SMITH LIGHTING #3 DISTRICT 76	
101000 Cash - Operating	\$245.94
2440 CREEKSIDE LIGHTING #4 DISTRICT 77	
101000 Cash - Operating	\$387.28
2450 TWIN CREEKS LIGHTING #5 DISTRICT	
101000 Cash - Operating	\$432.37
2820 GAS APPORTIONMENT TAX	
101000 Cash - Operating	\$2,465.17
2940 ECONOMIC DEVELOPMENT	
101000 Cash - Operating	\$24.49
5210 WATER	
101000 Cash - Operating	\$7,770.20
5310 SEWER	
101000 Cash - Operating	\$6,540.42
5610 AIRPORT	
101000 Cash - Operating	\$329.72
Total:	\$42,711.73

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

Council Council

Council Council

Mayor

Date Approved_____

File Attachments for Item:

a. Airport

TOWN OF STEVENSVILLE AIRPORT ACTIVITY REPORT

April 2021

MONTHLY REPORT:

With Hamilton's closure we are seeing an obvious uptick in traffic. Choice Aviation has settled in well and we are beginning to see revenue from flowage, tie-down, and landing fees. Along with their monthly rent. The transition has been very smooth with no significant issue for them or impact on our base's tenants.

The leased office space and rest rooms should be occupied by the week ending 5/7 giving both airport users and transient visitors access to these facilities and the airport manager.

The forest service has given us updated dates for their upcoming mobilizations. 5/6-5/7 is their first training. Aircraft are unknown currently. And a NOTAM has been issued for low flying helicopter activity near Bass Creek.

5/24-5/30 is their next and they will be mobilizing 3 helicopters.

6/17 They will possibly have a sky crane by then and will most likely activate the land lease at that time.

The Airport Manager will be holding a 2nd informal meeting at the airport SRE building on May 8th at 10AM to follow up on questions that were asked in the previous meeting and to further discuss volunteer opportunities and announce an exciting up-coming event in the fall for not just pilots but the community as well.

And after looking at many options to keep the deer off the field, we will be making some additions to the cattle guards to keep the deer and other wildlife out while still making entry into the airport user friendly.

File Attachments for Item:

b. Community Development

MONTHLY REPORT

Building Department

April 2021

<u>Permits Issued</u>	<u>Fees Collected</u>
<u>Building</u> (9 permits)	
1. NSFR	\$1466.25
2. New Commercial Building	\$0
3. Renovation/Remodel	\$1166.25
4. Demo	\$50.00
<u>Electrical</u> (3 permits)	
1. NSFR	\$400.00
2. New Commercial Building	\$0
3. Renovation/Remodel	\$175.00
4. Demo	\$0
<u>Mechanical</u> (1 permits)	
1. NSFR	\$118.75
2. New Commercial Building	\$0
3. Renovation/Remodel	\$0
4. Demo	\$0
<u>Plumbing</u> (5 permits)	
1. NSFR	\$338.00
2. New Commercial Building	\$0
3. Renovation/Remodel	\$107.00
4. Demo	\$0
Total permits issued: 18	Total fees collected: \$3,771.25
<u>Activities</u>	
1. Inspections and consultations.	
2. Active clearing or archiving old and expired permits, depending on age of activity.	
3. Implement uniform strategies to increase records retention and accessibility thereof.	
<u>Items of Interest</u>	
1. Continued exploration of best ways to universally digitize records and day to day functions to be accessible across pertinent staff for greater efficiency.	

Prepared by Tim Netzley, Building Official

File Attachments for Item:

d. Fire Department



STEVENSVILLE FIRE DEPARTMENT

206 BUCK STREET

Activity Report – April 2021

Calls for the Month of April: 73

Calls for Stevensville Town: 23

Calls for Stevensville Rural: 46

Mutual Aid: 4

Medical Response: 54

Fire Calls: 18

Motor Vehicle Crash: 1

Total Calls: 73

Calls for the Year to Date: 244

Calls for Stevensville Town: 78

Calls for Stevensville Rural: 162

Mutual Aid: 4

Medical Response: 191

Fire Calls: 34

Motor Vehicle Crash: 19

Total Calls: 244

File Attachments for Item:

e. Parks & Recreation



May 13, 2021 Report to Council

Here is what's happening in your parks:

Lewis and Clark Park:

- ◆ Raked wood chips around swings/slides
- ◆ Cleaned yard debris from playground and surrounding areas

River Park/River Park Trail:

- ◆ Addressed down tree on Fort Owen fence; cut up tree and repaired fence

Father Ravalli Park:

- ◆ Trimmed low tree branches and trimmed bordering hedges

Events:

- ◆ Community Cleanup Day May 1, 2021
 - 25 volunteers
 - Cleaned up corner gardens on Main Street
 - Community tree planting on Main Street
 - Cleaned up trash and yard debris at Lewis and Clark Park

Pool:

- ◆ Finalized 2021 schedule
- ◆ Started registering people for swimming lessons
- ◆ Lifeguards enrolled in Lifeguard Training Classes

Other:

- ◆ Mowing parks weekly
- ◆ Working with Park Board to develop a renovation plan for Father Ravalli Park
- ◆ Working with Park Board to update Creamery Garden Park amenities
- ◆ Working with Garden Club to prepare Living Legacy Plant Garden for the third-grade class
- ◆ Updating drip line irrigation systems in creamery, veterans, and living legacy parks, along with updating park signs

Sincerely,

Bobby Sonsteng

Parks and Recreation Director

File Attachments for Item:

f. Police Department

TOWN OF STEVENSVILLE POLICE DEPARTMENT ACTIVITY REPORT

May 1, 2021

MONTHLY REPORT: April 2021 - Police Activity Report

On April 2021, all SPD officers completed monthly training at the range focusing on high stress active shooter situations, as well as de-escalation tactics & techniques. During the month of April, we maintain an increase in call volume as well as vehicle traffic increase. Officers completed a felony arrest for an assault with a weapon. Multiple misdemeanor citations have been issued as well. An increase in training tempo has been established to provide the citizens of Stevensville with highly capable officers, who are ready to respond to all types of law enforcement encounters.

PROACTIVE POLICING & CALLS FOR SERVICE:

PERSONNEL WORKLOAD	MONTH OF March	MONTH OF April	YEAR TO DATE
<i>PATROL</i>			
Calls for service	74	59	238
Traffic Citations	10	8	27
Traffic Warnings	37	38	136
Arrests	2	2	9
<i>INVESTIGATIONS</i>			
Robbery / Homicide	0	0	0
Assaults / Sex Crimes	0	1	4
Burglary / Theft	1	1	7
Fraud	2	0	4
Suspicious Incident	3	3	17
Disturbance/PFMA	6	5	16
SPD AGENCY ASSISTS			
Ravalli County S.O	2	7	15

File Attachments for Item:

g. Public Works

TOWN OF STEVENSVILLE PUBLIC WORKS ACTIVITY REPORT April 2021

UTILITIES REPORT

Water Production

	<i>This Month</i>	<i>Last Month</i>
<i>Gallons Produced</i>	15,929,000	18,890,000

- 💧 Monthly and weekly reports to the state
- 💧 Monthly Meter Readings
- 💧 Unread Meters: 48
- 💧 Jetted 2 sewer lines
- 💧

Waste Water Treatment

	<i>This Month</i>	<i>Last Month</i>
<i>Gallons Treated</i>	5,155,706	5,559,560

- 💧 State Reports and EPA, weekly samples taken
- 💧 Press
 - Pressing an average of 6,000 gallons per day, up from 3,000 gallons per day, preparing to switch to drying beds resulting in reduced energy costs

OTHER

- 💧 Swept town in conjunction with MDOT
- 💧 Serviced all summer equipment, mowers, blowers, weed cutters etc.
- 💧 Well 5 calibrated and back on line prior to large water consumption season
- 💧 Fabricated drag screen and serviced all WWTP roads
- 💧 Seasonal change preparations, meters in parks and bike path, irrigation on bike path repaired and in use, pool drained and cleaned
- 💧 Spring Cleanup
- 💧 Leak investigation at pool with engineers, approximately 95K/Month leak rate
- 💧 Coordinated pool repair with engineers and contractor
- 💧 2 Burials
- 💧 Repaired major service line break on Buck St
- 💧 Recycled 8 drop boxes of materials at WWTP
- 💧 Repaired all tree boxes on Main St with the exception of 1, planted new tree
- 💧 Graded River Park road and parking area

File Attachments for Item:

a. Budget Amendment for FY2019-20



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	Public Hearings
Person Submitting the Agenda Item:	Brandon E. Dewey
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	05/13/2021
Agenda Topic:	Budget Amendment for FY2019-20
Backup Documents Attached?	No
If no, why not?	See New Business Item for Budget Am. Resolution
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	05/13/2021
Notes:	

File Attachments for Item:

a. Discussion/Decision: First Reading of Ordinance No. 167, re-zoning certain parcels from R1 to R2 Residential



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	Unfinished Business
Person Submitting the Agenda Item:	Brandon Dewey
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	05/13/2021
Agenda Topic:	Discussion/Decision: First Reading of Ordinance No. 167, re-zoning certain parcels from R1 to R2 Residential
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	05/13/2021
Notes:	



Action Requested: Consideration of Zone Change Application

Hearing Body: Town Council

Recommendation: Approval of Zone Change Application

Location: NHN Pine Street & North Avenue

Subdivision: Original Townsite & May Addition

Owner: Ilamar Properties, LLC. PO Box 1032, Corvallis MT 59828

Property Type Ravalli County: VAC_U – Vacant Land - Urban

Current Zoning: Light Density Residential (R-1)

Proposed Zoning: Medium Density Residential (R-2)

Current Use: Vacant Land

Historic Use: N/A

Surrounding Properties:	Zoning	Current Land Use
North:	Residential (R-1 & R-2)	Residential Multi-family/Vacant
South:	Residential (R-1 & R-2)	Residential Single-family/Multi-family
West:	Residential (R-1)	Residential Single-family
East:	Residential (R-1)	Residential Single-family

Project Summary

The applicant is seeking approval of a Zone Change to allow for the development of multi-family housing.

Background

Ilamar Properties, LLC purchased the property from Jesus Community Church in October of 2020. According to the 2007 zoning map, the property is zoned R-1 for low density residential use, namely single-family housing. The property, comprised of two lots, totals 2.75 acres.

It is Ilamar Properties, LLC’s intent to develop multi-family residential units on the property. Current R-1 zoning allows only a single dwelling per structure.

Site Characteristics (Existing)

- The property is currently vacant, available town records do not indicate that the property has ever been occupied.
- The properties are accessed from Pine Street on the West.

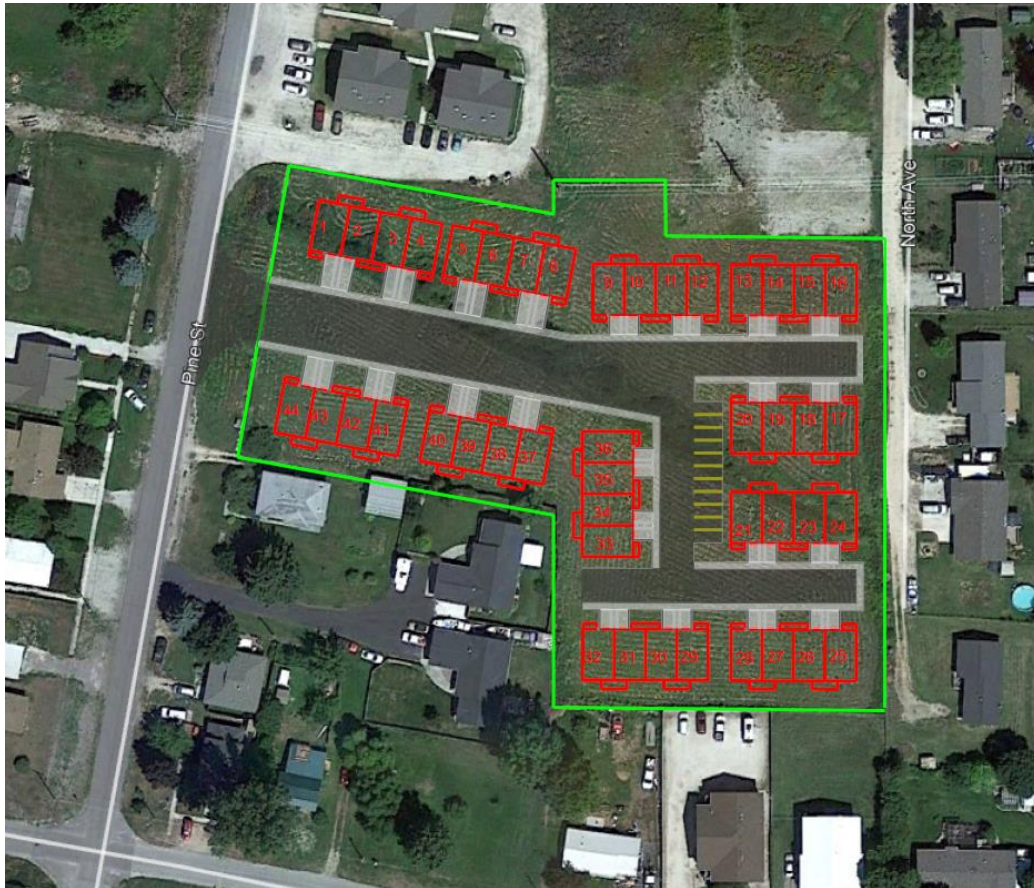


Residential Use

Although the property is zoned Residential R-1 and the zoning district allows for 4 units per acre, the Town's Development Code specifically prohibits more than one dwelling unit per structure in the R-1 Low Density Zone. Because Ilamar Properties is desirous of a condo/townhome style of residential development, a zoning change is necessary.

The R-2 Medium Density zoning district allows for more than one dwelling unit per structure and sets minimum dwelling unit sizes of 600 square feet for a one-bedroom unit, and 800 square feet of habitable space for units with more than 1 bedroom. The R-2 zone also limits the number of dwelling units per acre to 16. The subject parcels would be limited to 44 units, assuming that all off street parking requirements are met and other dimensional requirements are satisfied.

Illamar Properties is interested in maximizing the number of possible units on the property. The proposed buildings would consist of one-story and two-story units to accommodate a mix of accessible units. A proposed layout of the facility is included below.



The above layout is included in this report as a **concept only**. It has not been reviewed by planning staff for compliance with the Town's development code. It demonstrates the developer's intent only

The differences in dimensional requirements between the R-1 and R-2 zoning districts are set forth below.

Sec. 10-224. - Dimensional requirements chart.

Dimensional requirements	R-1 Residential —low density	R-2 Residential —medium density
Minimum front yard setback ⁽⁵⁾	25 ⁽⁷⁾	25 ⁽⁷⁾
Minimum rear yard setback ⁽⁵⁾	20 ⁽¹⁾	20 ⁽¹⁾
Minimum side yard setback ⁽⁵⁾	7.5	7.5
Minimum lot area in sq. ft. ⁽⁶⁾	10,000 ^{(8), (10)}	10,000 ^{(8), (10)}
Maximum dwelling units per acre	4	16
Minimum width of street frontage	40	40
Minimum width required in lot ⁽⁴⁾	80	80
Minimum depth required in lot ⁽⁴⁾	100	100
Maximum building height	30	36
Maximum lot coverage by structures ⁽³⁾	30%	40%

Section 10-225 Dimensional Requirements Chart footnotes. The following footnotes from the above table may be applicable to the subject parcels:

(3) Lot coverage is determined after public right-of-way and private roads are subtracted from the gross land area.

(5) Setbacks are measured from the legal property line, as determined by the survey or pin location.

(6) Lot area does not include public right-of-way and private roads, but does include the area of any other type of easement.

Sec. 10-230. - Residential chart.

TYPE	R-1 Residential —low density	R-2 Residential —medium density	C-1 Commercial	C-2 Limited commercial
Single-family dwelling ⁽⁹⁾	P	P	P ^{(3), (11)}	P
Two to four dwelling units per structure ⁽¹⁰⁾		P	P ^{(3), (11)}	P
Five or more dwelling units per structure ⁽¹⁰⁾		P	P ⁽³⁾	P

Section 10-231 Residential Chart footnotes. The following are applicable footnotes to the residential chart for R-2:

(9) Minimum dwelling size is 1,000 square feet of habitable space.

(10) Minimum dwelling unit size is 800 square feet of habitable space, except one-bedroom units may be a minimum of 600 square feet of habitable space.

All properties surrounding the subject property are residentially zoned, either R-1 or R-2. Multi-Family Residential uses, primarily 4-plex style buildings, exist to the North and South of the subject property.

The requested R-2 Medium Density designation is consistent with the R-2 Residentially zoned properties directly North and South from the subject property.

Consistency with the Town of Stevensville’s Growth Policy

The proposal is consistent with the Town’s Growth Policy. Goal #5 provides for a mix of housing options. Both goal 5.1 and 5.3 address ways that the Town of Stevensville should encourage housing that is priced affordably and allow for increased density. The Growth Policy encourages the Town to remove barriers that limit infill housing and preserve neighborhood compatibility.

The applicant has expressed intent to accommodate an ageing population. The Town’s Growth Policy encourages the development of housing that allows seniors to age in place. Accordingly, the townhome/condominium housing style is compatible with this goal.

The 2019 American Community Survey 5-year Estimates reflect that there were 931 housing units within Stevensville. The survey determined that 34% of the total housing units were in a structure with two or more units. Primarily, the housing units in Stevensville consist of single-family homes. Of the single-family homes, 25% of them are occupied by renters. In contrast, of the 320 units in multi-family structures, 98 % are occupied by renters. The survey in 2019 showed that 96% of the units in structures with more than one dwelling were occupied. This percentage likely increased since 2019 and is verified through contacts in the real estate and property management markets.

The units developed by Ilamar Properties would primarily be owner occupied. This type of development would conceivably encourage home ownership at a more reasonable price-point than that of single-family homes. Further, the potential exists to reduce the overall percentage of renter-occupied multi-family structures community wide. A building example is included below.



Considerations

In considering the proposal in its totality, thought should be given to the capacity of the surrounding infrastructure. There may be limitations to water and sewer infrastructure, however those limitations are relative to other development in the community and timing of projects. Transportation infrastructure appears to be adequate in the immediate vicinity, but the impacts are undetermined further off site.

Public Input

- All property owners within 500 feet of the property were notified of the Zone Change Public Hearing
- Public Notice was published in the Bitterroot Star

Findings of Fact

- The current zoning is R-1, Low Density Residential
- The surrounding properties are zoned R-1 and R-2, Residential
- The surrounding uses are multi-family residential, and single-family residential
- The proposed R-2 Medium Density zoning designation is compatible with the surrounding zoning designations
- The proposed R-2 Medium Density zoning designation is consistent with the Town of Stevensville’s Growth policy

Staff Recommendation: Approval
Planning & Zoning Recommendation: Approval

ATTACHMENTS:

- Application
- Letter from Applicant
- Vicinity maps

Prepared By: Mayor Brandon Dewey

ORDINANCE No. 167

AN ORDINANCE OF THE TOWN OF STEVENSVILLE, MONTANA,
CHANGING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY FROM “R1,
LOW DENSITY RESIDENTIAL” TO “R2, MEDIUM DENSITY RESIDENTIAL”.

SECTION 1. The parcels, legally described by the attachment hereto and depicted by the accompanying map, is hereby re zoned “R2, Medium Density Residential”.

PASSED on first reading by the Town Council of the Town of Stevensville, Montana, on this ____ day of _____ 2021.

Approved:

Attest:

Brandon E. Dewey
Mayor

Jenelle Berthoud
Town Clerk

PASSED AND ADOPTED on second reading by the Town Council of the Town of Stevensville, Montana, on this ____ day of _____ 2021.

Approved:

Attest:

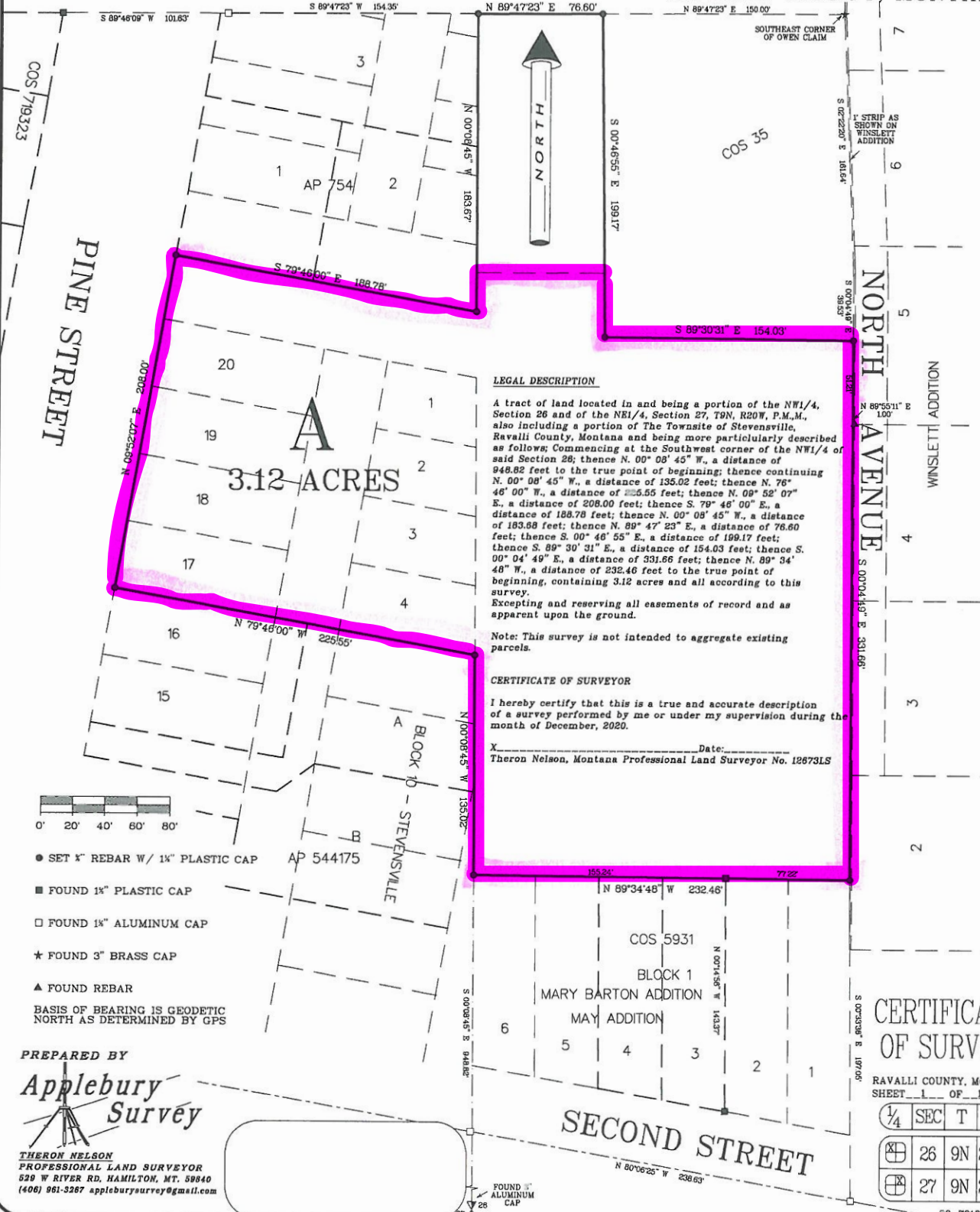
Brandon E. Dewey
Mayor

Jenelle Berthoud
Town Clerk

CERTIFICATE OF SURVEY

PURPOSE: RETRACEMENT OF DOCUMENT 750035
OWNER: ILAMAR PROPERTIES LLC

A PORTION OF SECTIONS 26 &
27, T9N, R20W, P.M., ALSO
BEING A PORTION OF THE
TOWNSITE OF STEVENSVILLE,
RAVALLI COUNTY, MONTANA



LEGAL DESCRIPTION

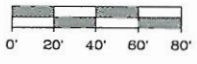
A tract of land located in and being a portion of the NW1/4, Section 26 and of the NE1/4, Section 27, T9N, R20W, P.M., also including a portion of The Townsite of Stevensville, Ravalli County, Montana and being more particularly described as follows: Commencing at the Southwest corner of the NW1/4 of said Section 28; thence N. 00° 08' 45" W., a distance of 948.82 feet to the true point of beginning; thence continuing N. 00° 08' 45" W., a distance of 135.02 feet; thence N. 76° 46' 00" W., a distance of 208.00 feet; thence S. 79° 46' 00" E., a distance of 188.78 feet; thence N. 00° 08' 45" W., a distance of 183.88 feet; thence N. 89° 47' 23" E., a distance of 76.60 feet; thence S. 00° 46' 55" E., a distance of 199.17 feet; thence S. 89° 30' 31" E., a distance of 154.03 feet; thence S. 00° 04' 49" E., a distance of 331.66 feet; thence N. 89° 34' 48" W., a distance of 232.46 feet to the true point of beginning, containing 3.12 acres and all according to this survey.

Excepting and reserving all easements of record and as apparent upon the ground.

CERTIFICATE OF SURVEYOR

I hereby certify that this is a true and accurate description of a survey performed by me or under my supervision during the month of December, 2020.

X _____ Date: _____
Theron Nelson, Montana Professional Land Surveyor No. 12673LS



- SET X" REBAR W/ 1/4" PLASTIC CAP
 - FOUND 1/4" PLASTIC CAP
 - FOUND 1/4" ALUMINUM CAP
 - ★ FOUND 3" BRASS CAP
 - ▲ FOUND REBAR
- BASIS OF BEARING IS GEODETIC NORTH AS DETERMINED BY GPS

PREPARED BY
Applebury Survey
THERON NELSON
PROFESSIONAL LAND SURVEYOR
529 W RIVER RD, HAMILTON, MT, 59840
(406) 961-3267 appleburysurvey@gmail.com

CERTIFICATE OF SURVEY
RAVALLI COUNTY, MONTANA
SHEET 1 OF 1

1/4	SEC	T	R
26	9N	20W	
27	9N	20W	

20-7918

File Attachments for Item:

- a. Discussion/Decision: Special Event and Alcohol Use Permit for Western Heritage Day



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Brandon E. Dewey
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	05/13/2021
Agenda Topic:	Discussion/Decision: Special Event and Alcohol Use Permit for Western Heritage Day
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	05/13/2021
Notes:	



**TOWN COUNCIL
Agenda Communication**

**Regular Meeting
May 13, 2021**

Agenda Item: Discussion/Decision: Special Event and Alcohol Use Permit for Western Heritage Day

Other Council Meetings

Exhibits

A. Special Event Permit Application, Alcohol Use Request Form

This agenda item provides Council with the ability to approve the special event permit and alcohol use for Western Heritage Day.

Background:

The Stevensville Civic Club and Project 59870 are requesting approval of a Special Event Permit for the annual Western Heritage Day scheduled for June 26, 2021. Western Heritage Day is an event which includes a variety of activities over the course of one day and includes a chuckwagon cookoff, live entertainment, and a microbrew festival.

The application was reviewed and approved by the following review agencies:

- Administration
- Fire Department
- Police Department
- Public Works Department

Specific details about the event, road closures, alcohol use, and security are included in Attachment A.

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Deny approval of the Special Event and Alcohol Use Permit for Western Heritage Day scheduled for June 26, 2021.

MOTION

I move to: approve the Special Event and Alcohol Use Permit for Western Heritage Day scheduled for June 26, 2021.

TOWN OF STEVENSVILLE
APPLICATION FOR SPECIAL EVENT PERMIT

APPLICATION DATE: 4-2-21 (Must be at least 14 days prior to event)

NAME OF GROUP OR ORGANIZATION: Project 59870 / Stevensville Civic Club

CONTACT PERSON: Victoria Howell TELEPHONE: 486-207-8793

ACTIVITY: Stevensville Western Heritage Days

LOCATION REQUESTING: W. Third between Main & Buck (in conjunction with Farmers Mkt)
E. Third between Main & Church

DATE: 6-26-21 STARTING TIME: 8 AM ENDING TIME: 10 PM

ESTIMATED NUMBER OF PEOPLE ATTENDING: 2000

ALCOHOL USE? YES NO If yes please attach Alcohol Use Request Form

W. 3rd & E. 3rd only
HIGHWAY OR STREET CLOSURE? YES NO If yes, please attach MDOT
Street Closure Permit

REQUEST FOR BONFIRE? YES NO If yes, please attach Town Burn Permit

IS OVERNIGHT CAMPING REQUESTED? YES NO

DO YOU HAVE INSURANCE? YES NO

If yes please attach declaration page as proof of insurance for \$1.5 million as pursuant to Montana Statute M.C.A. 2-9-108.

WILL SECURITY BE REQUIRED? YES NO

IF YES, PLANS FOR SECURITY: we will hire our own security

PLANS FOR CLEAN UP: We will be responsible for cleanup

FEE: \$ 50

**If the event involves less than 1,000 participants, this application will be forwarded to the Mayor for final approval. If the event involves more than 1,000 participants, this application will be considered at the first Town Council Meeting after its receipt. The contact person will be notified of the Mayor or Council's decision the following day. ** If Council approval, a representative must attend the council meeting.

STATE OF MONTANA
ALCOHOLIC BEVERAGE CONTROL DIVISION

SPECIAL PERMIT
FOR THE PERIOD BELOW

THIS IS TO CERTIFY that Stevensville Civic Club of Stevensville, Montana is hereby granted a special permit to sell Beer and Table Wine to the patrons of the STEVENSVILLE WESTERN HERITAGE DAYS at STEVENSVILLE HOTEL LAWN, 107 E 3RD STREET, STEVENSVILLE, the location described on the application.

This permit starts on June 26, 2021 and ends June 26, 2021. All permit holders are required to follow the laws and rules of the Montana Alcoholic Beverage Code (MABC) regarding the sale of Beer and Table Wine.

DATED at Helena, Montana this 16th day of April, 2021.

DEPARTMENT OF REVENUE
Alcoholic Beverage Control Division

Please Note: *Legal hours for sale of Beer and Table Wine are between 8:00 a.m. and 2:00 a.m. except when further restricted by city ordinance.*

TOWN OF STEVENSVILLE
ALCOHOL USE REQUEST FORM

Applicant Name Project 59870 Phone Number 207-8793

Group/Organization Name Project 59870 / Stevensville Civic Club

Describe Intended Alcohol Use (type, amount, commercial or private, etc.)
beer & wine @ E. 3rd Street between Main & Church
for the public festival

Has an Application to Use/Sell Alcohol been approved by the Montana Department of Revenue? Yes No If yes, please provide a copy.

Describe the Plan to: 1. Contain the alcohol use to a restricted area.
barriers to keep people in the designated area.
Volunteers & Security to monitor ingress and egress

Describe the Plan to: 2. Prevent the sale or use of alcohol by minors.
customers will have to show ID & wear wrist bands

Describe the Plan to: 3. Provide for the safety and security of event attendants and other citizens.
paid security

Approved _____ Date _____ Denied _____ Date _____

Fee: \$200 Date Paid: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brian Potton(7014374) 221 Main St Stevensville MT 59870-2112	CONTACT NAME:	
	PHONE (A/C, NO, EXT): 406-777-3626	FAX (A/C, NO): 406-777-3526
	E-MAIL ADDRESS: bpotton@farmersagent.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED STEVENSVILLE CIVIC CLUB INC PO BOX 676 STEVENSVILLE MT 59870	INSURER A: Truck Insurance Exchange 21709	
	INSURER B: Farmers Insurance Exchange 21652	
	INSURER C: Mid Century Insurance Company 21687	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	605428362	01/15/2021	01/15/2022	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$ 2,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		N				COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTHER \$
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 220 MAIN ST, STEVENSVILLE, MT 59870

CERTIFICATE HOLDER TOWN OF STEVENSVILLE 206 BUCK ST STEVENSVILLE MT 59870	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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SPECIAL EVENT PERMIT APPLICATION

Departmental Review

Event Name: Western Heritage Days Date(s): 6/26/21

Location(s): W. 3rd St. between Main St. + Buck St
E-3rd St. between Main St. + Church St

Fire Department

Comments: _____

Approval: [Signature] Name/Title: Chief Jeff Morley

Police Department

Comments: _____

Approval: [Signature] Name/Title: Cpl Ellington #502

Public Works Department

Comments: [Signature]

Approval: [Signature] Name/Title: STEVE KLEIN

Administration

Comments: _____

Approval: [Signature] Name/Title: Brandon Dewey, Mayor

File Attachments for Item:

b. Discussion/Decision: New re-phasing request for Phase II & III of the Twin Creeks Subdivision



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Brandon E. Dewey
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	05/13/2021
Agenda Topic:	Discussion/Decision: New re-phasing request for Phase II & III of the Twin Creeks Subdivision
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	05/13/2021
Notes:	



**TOWN COUNCIL
Agenda Communication**

**Regular Meeting
May 13, 2021**

Agenda Item: Discussion/Decision: New re-phasing request for Phase II & III of the Twin Creeks Subdivision

Other Council Meetings

Exhibits

A. Rephasing Request from PCI

This agenda item provides Council with the ability to approve a request to rephase the second and third phase of the Twin Creeks Subdivision.

Background:

PCI has submitted a new request to rephase the final two phases of the Twin Creeks Subdivision on behalf of the property owners. This rephasing plan does not include a re-zoning request.

The developer wishes to construct the infrastructure for Lots 1-32 and file those lots as Phase II. Phase II has an upcoming plat filing deadline of January 22, 2022. The installation of infrastructure for Phase III would follow, with a plat filing deadline of January 22, 2026.

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Deny approval of the rephasing request.

MOTION

I move to: approve the rephasing request for phase 2 and phase 3 of the Twin Creeks Subdivision.

Brandon E. Dewey

From: Ron Ewart <rone@pcimontana.com>
Sent: Monday, April 26, 2021 11:53 AM
To: Brandon E. Dewey
Cc: Jenelle Berthoud
Subject: [EXTERNAL] Twin Creeks Phases 2 and 3 Re-Phasing Plan- Revised

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Community Development

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.

Dear Mayor Dewey,

We respectfully ask the Council to review the same re-phasing plan proposal as we had earlier proposed, except this time without the rezoning request for Lots 33-43 and with the approved Lots 49-64.

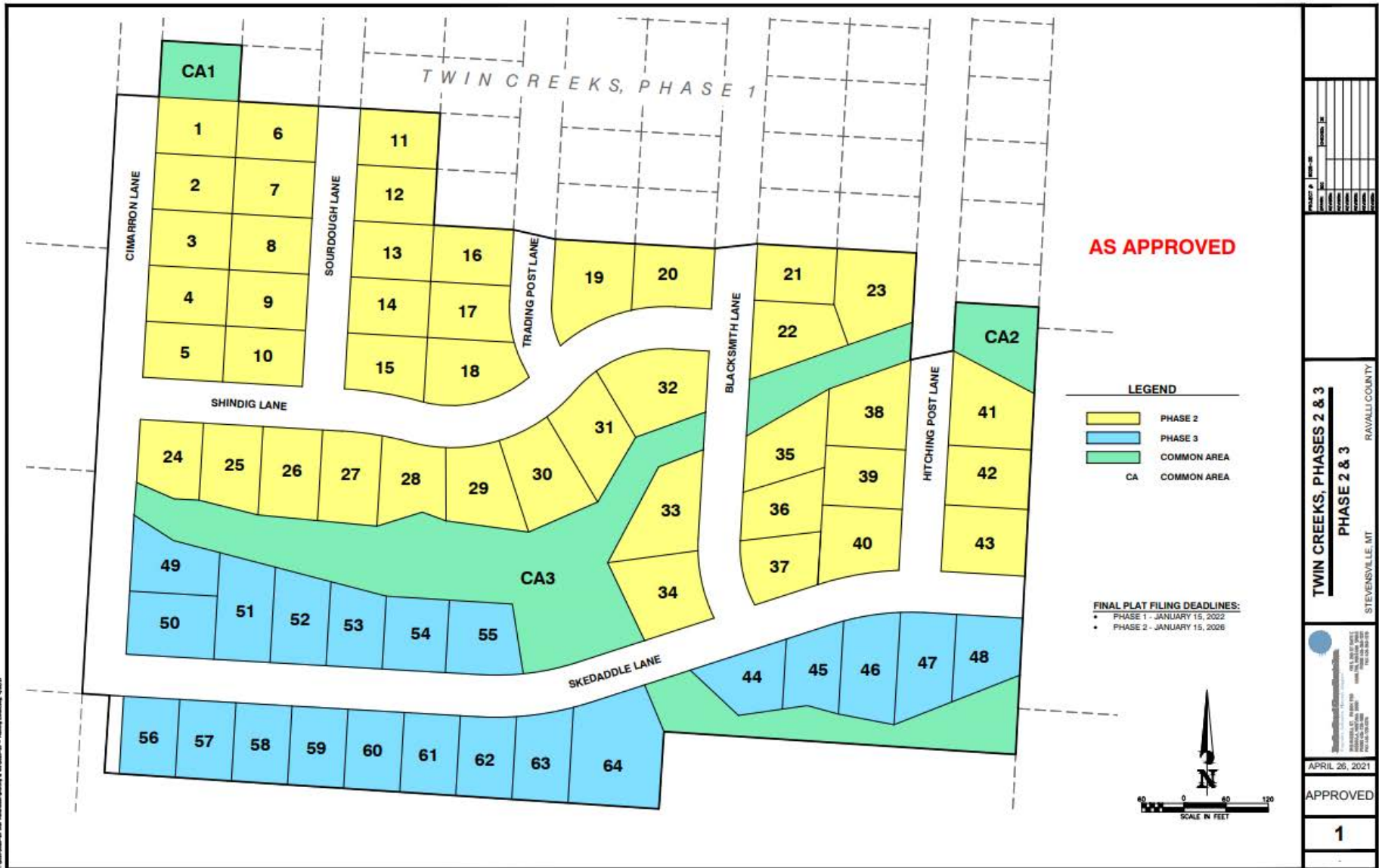
For the time being, the developer wishes to construct the infrastructure for Lots 1-32 and file those lots as Phase 2. Phase 2 has an upcoming plat filing deadline of January 22, 2022.

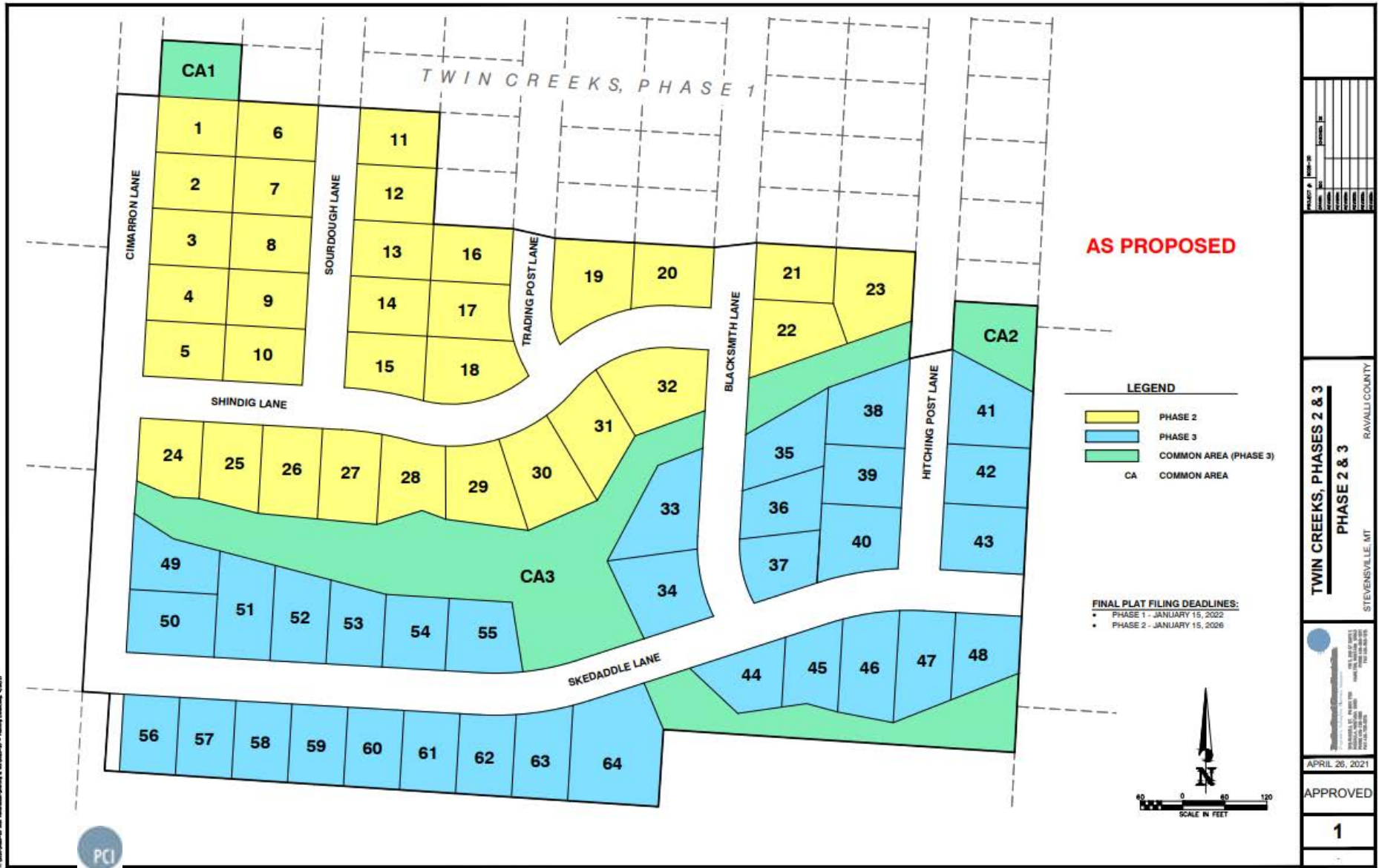
This will also allow time for possibly working with area residents on solutions to the issues discussed regarding Lots 33-43 and Lots 49-64 in Phase 3. Phase 3 has a plat filing deadline of January 22, 2026.

Thank you very much for your review. Please call with any questions or if additional information is needed.

Ron Ewart
Land Use Planner
Professional Consultants Inc.
3115 Russell St / PO Box 1750
Missoula, MT 59806
Office- (406) 728.1880

Cell- (406) 240-0002
rone@pcimontana.com
www.pcimontana.com





TWIN CREEKS, PHASES 2 & 3
PHASE 2 & 3

RAVALLI COUNTY
STEVENSVILLE, MT

APRIL 26, 2021

APPROVED

1

File Attachments for Item:

c. Discussion/Decision: Resolution No. 486, amending the FY2019-20 Budget

RESOLUTION NO. 486

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF STEVENSVILLE, MONTANA, PROVIDING FOR THE AMENDMENT OF THE BUDGET FOR THE FISCAL YEAR 2019-2020

WHEREAS, the Stevensville Town Council adopted the budget for Fiscal Year 2019-20 by Resolution No. 487; and

WHEREAS, the Ambulance Fund exceeded the appropriations originally set in the Fiscal Year 2019-20 budget by \$714.00; and

WHEREAS, an increase in spending authority is necessary to cover the exceeded appropriations.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Stevensville, Montana that the fiscal year 2019/20 budget be amended as follows:

Expenditure	Fund 2230 Ambulance	\$4,280.00
-------------	---------------------	------------

BE IT FURTHER RESOLVED that a transfer of funds in the amount of \$9,800.00 from the General Fund to the Ambulance Fund in order to facilitate the expenditures and offset revenue shortage for said fund.

AND WHEREAS, the Planning Fund exceeded the appropriations originally set in the Fiscal Year 2019-20 budget by \$6,109.00; and

WHEREAS, an increase in spending authority is necessary to cover the exceeded appropriations.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Stevensville, Montana that the fiscal year 2019/20 budget be amended as follows:

Expenditure	Fund 2250 Planning	\$10,288.00
-------------	--------------------	-------------

AND WHEREAS, the Creekside Lighting District Fund exceeded the appropriations originally set in the Fiscal Year 2019-20 budget by \$460.00; and

WHEREAS, an increase in spending authority is necessary to cover the exceeded appropriations.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Stevensville, Montana that the fiscal year 2019/20 budget be amended as follows:

Expenditure	Fund 2440 Creekside Lighting	\$3,655.00
-------------	------------------------------	------------

AND WHEREAS, the Economic Development Fund exceeded the appropriations originally set in the Fiscal Year 2019-20 budget by \$11,705.00; and

WHEREAS, an increase in spending authority is necessary to cover the exceeded appropriations.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Stevensville, Montana that the fiscal year 2019/20 budget be amended as follows:

Expenditure Fund 2940 Economic Development \$34,982.00

AND WHEREAS, the Airport Fund exceeded the appropriations originally set in the Fiscal Year 2019-20 budget by \$49,000; and

WHEREAS, an increase in spending authority is necessary to cover the exceeded appropriations.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Stevensville, Montana that the fiscal year 2019/20 budget be amended as follows:

Expenditure Fund 5610 Airport \$76,269.00

AND WHEREAS, the Airport Project Fund exceeded the appropriations originally set in the Fiscal Year 2019-20 budget by \$183,000.00; and

WHEREAS, an increase in spending authority is necessary to cover the exceeded appropriations.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Stevensville, Montana that the fiscal year 2019/20 budget be amended as follows:

Expenditure Fund 5620 Airport Project \$398,000.00

AND WHEREAS, the Firemen's Disability & Pension Fund exceeded the appropriations originally set in the Fiscal Year 2019-20 budget by \$544.00; and

WHEREAS, an increase in spending authority is necessary to cover the exceeded appropriations.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Stevensville, Montana that the fiscal year 2019/20 budget be amended as follows:

Expenditure Fund 7120 Firemen's Disability & Pension \$4,544.00

WHEREAS, pursuant to Sections 7-6-4006, MCA, the Town Council of the Town of Stevensville, Montana has held a public hearing on this proposed amendment,

Passed and adopted by the Town Council and Mayor of the Town of Stevensville the 13th day of May 2021.

APPROVED:

ATTEST:

Brandon Dewey, Mayor

Jenelle Berthoud, Town Clerk



**TOWN COUNCIL
Agenda Communication**

**Regular Meeting
May 13, 2021**

Agenda Item: 10c, New Business

Discussion/Decision: Resolution No. 486, A Resolution Amending the FY2019-20 Budget

Other Council Meetings

Exhibits

A. Resolution No. 486

This agenda item provides Council with the ability to approve a resolution amending fiscal year 2019-20 budget.

Background:

Through the process of closing out a fiscal year, the Finance Department compares the revenue and expenditures that were actually incurred with the budget adopted by Council. Due to a number of unforeseen circumstances, the FY 2019-20 Budget requires an amendment to correct the spending authority in some funds, as well as authorize transfers between funds as authorized by law.

This budget amendment accomplishes the following:

1. Approve additional spending authority in the Ambulance, Planning, Creekside Lighting District, Economic Development and Fireman's Disability Fund due to underestimation of expenditures.
2. Account for revenue and expenditures associated with the Airport Taxiway and Apron Projects, paid for by the FAA.
3. Authorize the transfer of funds into the Ambulance Fund from the General Fund.

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Do not approve Resolution 486

MOTION

I move to: to approve Resolution 486, a Resolution providing for the amendment of the budget for the Fiscal Year 2019-20

File Attachments for Item:

d. Discussion/Decision: First reading of Ordinance No. 169, Amending Building & Technical Codes



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Brandon E. Dewey
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	05/13/2021
Agenda Topic:	Discussion/Decision: First reading of Ordinance No. 169, Amending Building & Technical Codes
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	05/13/2021
Notes:	



**TOWN COUNCIL
Agenda Communication**

**Regular Meeting
May 13, 2021**

Agenda Item: Discussion/Decision: First reading of Ordinance No. 169, Amending Building & Technical Codes

Other Council Meetings

Exhibits

A. Ord. 169

This agenda item provides Council with the ability to adopt updated building and technical codes for the Town of Stevensville.

Background:

The State of Montana has adopted an updated version of the International Energy Conservation Code. By law, local municipalities are given 90 days to formally adopt updated codes that are adopted by the State for effective implementation and enforcement.

In addition, Ordinance 169 repeals the NFPA 99C Standard on Gas and Vacuum Systems, 2018 edition. This code is not inspected by the Town of Stevensville and should not be adopted.

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Do not approve the first reading of Ordinance No. 169

MOTION

I move to: approve the first reading of Ordinance No. 169, amending the Town's building and technical codes.

ORDINANCE NO. 169

AN ORDINANCE ADOPTING REVISED BUILDING AND TECHNICAL CODES AS ADOPTED AND REQUIRED BY THE STATE OF MONTANA BY AMENDING CHAPTER 6 OF THE STEVENSVILLE, MONTANA MUNICIPAL CODE

SECTION 1. Article VII, Sec. 6-156 of the Stevensville, Montana Municipal Code shall be amended by changing the “International Energy Conservation Code, 2012 edition,” to the “International Energy Conservation Code, 2018 edition.”

SECTION 2. Article XI, Sec. 6-257 of the Stevensville, Montana Municipal Code shall be repealed, by deleting the “NFPA 99C Standard on Gas and Vacuum Systems, 2018 edition.”

Passed on First Reading by the Stevensville Town Council this ____ day of _____, 2021.

Approved:

Attest:

Brandon Dewey, Mayor

Jenelle Berthoud, Town Clerk

Passed and Adopted on Second Reading by the Stevensville Town Council this ____ day of _____, 2021.

Approved:

Attest:

Brandon Dewey, Mayor

Jenelle Berthoud, Town Clerk

File Attachments for Item:

e. Discussion/Decision: Planning & Zoning Board 2021-2022 Work Plan



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Brandon E. Dewey
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	05/13/2021
Agenda Topic:	Discussion/Decision: Planning & Zoning Board 2021-2022 Work Plan
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	05/13/2021
Notes:	



**TOWN COUNCIL
Agenda Communication**

**Regular Meeting
May 13, 2021**

Agenda Item: Discussion/Decision: Planning & Zoning Board 2021-2022 Work Plan

Other Council Meetings

Exhibits

A. Work Plan

This agenda item provides Council with the ability to provide feedback and approve a workplan for the Planning & Zoning Board.

Background:

The Planning & Zoning Board has identified policy priorities that the board would like to work on over the next calendar year. The work plan identifies tasks, the timeframe they will be accomplished, and who is responsible for completing the task.

The projects identified on the plan include:

- Develop & Adopt Local Subdivision Regulations
- Update the Master Streets & Transportation Plan
- Growth Policy Update
- Development Code Reform

Board/Commission Recommendation: **Applicable** - **Not Applicable**

Alternative(s): Do not approve the workplan for the board.

MOTION

I move to: approve the 2021-2022 workplan proposed by the Planning and Zoning Board.

2021 Strategic Goals Adopted by Town Council 4/22/2021:

1. **SAFE & HEALTHY:** Targeted services that support, improve, and sustain individual health and community safety. Our town will proactively address public safety and social health in an endeavor to create a safe, healthy, supportive environment for Stevensville residents, businesses, and visitors.
2. **SUSTAINABLE RESOURCES:** A commitment to making sustainable financial decisions that support strategic goals, deliver excellent customer service, and contribute to economic prosperity.
3. **INNOVATIVE INFRASTRUCTURE:** To build and effectively manage innovative infrastructure that supports community accessibility, mobility, and resiliency.
4. **COMMUNITY EXPERIENCE:** The equitable enhancement and protection of our entire town's natural beauty and historic assets by respecting our past and building our tomorrow. Our innovative town will promote growth that connects people to place.
5. **ENGAGING WITH OUR PARTNERS:** Collaborations that re-energize and reimagine relationships with our partners that result in mutual success. The town will maximize strategic partnerships with agencies that work with us to provide services, as well as expand our partner base.

PROJECT TASK	2022				2021					RESPONSIBILITY	STATUS		
	J	F	M	A	M	J	J	A	S			O	N
SUBDIVISION REGULATIONS													
Develop & Adopt Local Subdivision Regulations													
Identify model regulations to use as foundation and starting point												Staff	Complete
Create a list of expectations for a sub-committee to provide vision for subdivision regulations based on DOC CTAP Model.												PZ Board	
Recruit a committee to provide needed vision for regulations.												Staff	
Draft subdivision regulations developed from the CTAP model												Committee	
Draft document presented to PZ Board w/ Public Hearing												PZ Board	
Draft document presented to Town Council w/ Public Hearing												Town Council	
MASTER STREETS & TRANSPORTATION PLAN													
Revise & Update the 2006 Master Streets & Transportation Plan													
Develop a Request for Qualifications (RFQ) to solicit a firm to assist in the revision of the plan.												Staff & PZ Board	
Advertise RFQ												Staff	
Review Statement of Qualifications & provide recommendation to Town Council												PZ Board	
Award of Contract for plan update												Town Council	
Staff works with firm to develop a draft of the new plan												Staff / Consultant	
Draft plan proposed to PZ Board												PZ Board	
Draft Plan proposed to Town Council for adoption												Town Council	
GROWTH POLICY													
Progress Report on Existing GP Goals													
Compile the status and progress of each growth policy goal and initiative.												Staff	
Identify which growth policy goals and initiatives can be marked complete, if applicable.												PZ Board	
2021 Growth Policy Update													
Explore the feasibility of creating a sub-committee of stakeholders to develop the needed updates for the growth policy.												PZ Board	
Proceed with process of updating the growth policy with a committee, staff, and public input. OR													
Proceed with process of updating the growth policy with a consultant, public input, etc.													

PROJECT TASK	2022				2021							RESPONSIBILITY	STATUS	
	J	F	M	A	M	J	J	A	S	O	N			D
DEVELOPMENT CODE REFORM														
Development Code Updates & Revisions														
Inventory recommended code revisions from 2016 GP													Staff	
Review recommended code revisions from Growth Policy and provide recommendations for legislative action													PZ Board	
Draft code revisions recommended by PZ Board													Staff	
Recommend drafted revisions to Town Council													PZ Board	
Town Council reviews & adopts revisions													Town Council	

File Attachments for Item:

f. Discussion/Decision: Cost share for the replacement of fencing at Father Ravalli Park



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Brandon E. Dewey
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	05/13/2021
Agenda Topic:	Discussion/Decision: Cost share for the replacement of fencing at Father Ravalli Park
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	05/13/2021
Notes:	



**TOWN COUNCIL
Agenda Communication**

**Regular Meeting
May 13, 2021**

Agenda Item: Discussion/Decision: Cost share for the replacement of fencing at Father Ravalli Park

Other Council Meetings

Exhibits

This agenda item provides Council with the ability to participate in a cost-share with a neighbor for a fence replacement at Father Ravalli Park.

Background:

The Parks & Recreation Department has been approached by a neighboring property owner of Father Ravalli Park to participate in a cost share to replace a fence between the two properties. The existing fence is at the end of its useful life and in need of replacement. The property owner is proposing a 50/50 cost-share of the fence, where the Town would pay \$2,900.00 for the project.

The funding for this project is incorporated into the Father Ravalli Park renovation budget from the Jean Thomas Parks Beautification fund.

Board/Commission Recommendation: **Applicable** - **Not Applicable**

The Park Board supports replacement of the fence.

Alternative(s): Do not approve the cost-share.

MOTION

I move to: approve the cost share for the replacement of fencing at Father Ravalli Park in the amount of \$2,900.00

File Attachments for Item:

g. Discussion/Decision: COVID-19 precautions at Council meetings



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Brandon E. Dewey
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	05/13/2021
Agenda Topic:	Discussion/Decision: COVID-19 precautions at Council meetings
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	05/13/2021
Notes:	



**TOWN COUNCIL
Agenda Communication**

**Regular Meeting
May 13, 2021**

Agenda Item: Discussion/Decision: COVID-19 precautions at Council meetings

Other Council Meetings

Exhibits

This agenda item provides Council with the ability to discuss and approve any necessary precautions to prevent the spread of COVID-19 in regard to Council meetings.

Background:

The Town Council has requested the opportunity to discuss the precautions in place during Council meetings. Currently, meeting attendees are required to wear a mask, and modified social distancing is being observed.

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

MOTION

I move to:

File Attachments for Item:

h. Discussion/Decision: Contract for construction services for the 5th Street Improvements Project



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Brandon E. Dewey
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	05/13/2021
Agenda Topic:	Discussion/Decision: Contract for construction services for the 5 th Street Improvements Project
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	05/13/2021
Notes:	

Notice of Award

Date: April 27, 2021

Project: 5th Street Improvements

Owner: Town of Stevensville

Owner's Contract No.:

Contract: 5th Street Improvements

Engineer's Project No.: 10223814

Bidder: JAG Grading and Paving, LLC

Bidder's Address: 7360 Peregrine Court

Missoula, MT 59808

You are notified that your Bid dated April 1, 2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the 5th Street Improvements project.

The Contract Price of your Contract is fifty-nine thousand nine hundred eighty dollars and 00/100 (\$59,980.00).

See attached Bid Form for unit prices

2 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner, via the Engineer, [2] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:
Include all insurance certificates as required.
Provide list of subcontractors with names and contact information.
Provide list of project staff and emergency contact information.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Town of Stevensville
Owner

By: Brandon E. Dewey
Authorized Signature

Brandon E. Dewey

Meycor
Title

Copy to Engineer

SECTION 00500
AGREEMENT FORM

This Agreement is dated as of the _____ day of _____ in the year _____, by and between the TOWN OF STEVENSVILLE, hereinafter called "OWNER" and JAG Grading and Paving, LLC, hereinafter called Contractor. Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Resurfacing of 5th Street from Park Ave. to the west about 160 feet, a pedestrian bulb-out, concrete curb and gutter, and signing/stripping.

Article 2. THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

5th Street Improvements. Resurfacing of 5th Street from Park Ave. to the west about 160 feet, a pedestrian bulb-out, concrete curb and gutter, and signing/stripping.

Article 3. ENGINEER

3.01 The Project has been designed by: HDR Engineering who is hereinafter called Engineer and who is to act as Owner's primary representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 4. CONTRACT TIME

4.01 Time of the Essence.

A. All the time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to achieve Substantial Completion.

A. Notice to Proceed for The Work will be May 24, 2021. The Work will be substantially complete by August 13, 2021. Final Completion of The Work will be August 31, 2021.

4.03 Liquidated damages.

A. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the dates specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner two hundred dollars (\$200.00) for each Calendar day that expires after the date specified in paragraph 4.02 for Substantial Completion until the works is substantially complete and two hundred dollars (\$200.00) for

1 each day that expires after the time specified in paragraph 4.02 for Final Completion. The liquidated damages
2 specified herein includes unscheduled employment.

3
4 **Article 5. CONTRACT PRICE**

5
6 5.01 Owner shall pay Contractor for completion of the work in accordance with the Contract Documents an
7 amount equal to the sum of the lump sum items and the sum of the established unit price for each separately
8 identified item of Unit Price Work times the quantity of that item that is constructed and accepted. Unit prices
9 are those listed in the Bid Schedules of the Bid Form. Estimated quantities used for bidding purposes are not
10 guaranteed. Payment will be for actual quantities as determined by Engineer in accordance with Paragraph 9.07
11 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General
12 Conditions.

13
14 **Article 6. PAYMENT PROCEDURES**

15
16 6.01 Submittal and Processing of Payments:

17
18 A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General
19 Conditions. Applications for Payment will be processed by Engineer as provided in the Contract Documents.

20
21 6.02 Progress Payments; Retainage:

22
23 A. Owner shall make progress payments in accordance with Article 14 of the General Conditions on
24 account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer,
25 once each month during construction as provided below. All progress payments will be on the basis of the
26 progress of the Work measured by the number of units of each bid item completed times the bid unit price in the
27 Unit Price Schedule of the Bid Form for that item or for lump sum bid items payment will be made on the
28 percentage of actual work complete based on the schedule of values break down for the lump sum bid item.

29
30 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the sum of
31 the unit price items less the percentage indicated below but, in each case, less the aggregate of payments
32 previously made and less such amounts as Engineer may determine or Owner may withhold, in
33 accordance with paragraph 14.02 of the General Conditions.

34
35 a. The Owner shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all
36 Work covered by the Contract Documents.

37
38 b. Retainage will be five percent (5%) of materials and equipment not incorporated in the Work (but delivered, suitably
stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.02 of the General Conditions).

39
40 2. Upon Substantial Completion and at the Owner's discretion, the amount of retainage may be further
41 reduced if requested by the Contractor.

42
43 6.03 Final Payment:

44
45 A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the
46 General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as
47 provided in said paragraph 14.07.

48
49 **Article 7. INTEREST:**

50
51 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the
52 maximum rate allowed by law at the place of the Project.

1 **Article 8. CONTRACTOR’S REPRESENTATION:**

2
3 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

4
5 A. Contractor has examined and carefully studied the Contract Documents (including all Addenda)
6 listed in paragraph 9 and the other related data identified in the Bidding Documents

7
8 B. Contractor has visited the site and become familiar with and is satisfied as to the general, local and
9 Site conditions that may affect cost, progress, performance or furnishing of the Work.

10
11 C. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations
12 that may affect cost, progress, performance and furnishing of the Work.

13
14 D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at
15 or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface
16 structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special
17 Provisions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous
18 Environmental Condition, if any, at the Site which has been identified in the Special Provisions as provided in
19 paragraph 4.06 of the General Conditions. Contractor acknowledges that such reports and drawings are not
20 Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner
21 and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or
22 indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

23
24 E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such
25 additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions
26 (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost,
27 progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques,
28 sequences and procedures of construction to be employed by Contractor including applying the specific means,
29 methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract
30 Documents to be employed by the Contractor, and safety precautions and programs incident thereto.

31
32 F. Contractor does not consider that any additional examinations, investigations, explorations, tests,
33 studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the
34 Contract Times and in accordance with the other terms and conditions of the Contract Documents.

35
36 G. Contractor is aware of the general nature of work to be performed by Owner and others at the site
37 that relates to the Work as indicated in the Contract Documents.

38
39 H. Contractor has correlated the information known to Contractor, information and observations
40 obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional
41 examinations, investigations, explorations, tests, studies and data with the Contract Documents.

42
43 I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that
44 Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable
45 to Contractor.

46
47 J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms
48 and conditions for performance and furnishing of the Work.

49
50 **Article 9. CONTRACT DOCUMENTS:**

51
52 9.01 Contents

53
54 A. The Contract Documents consist of the following:
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1. This Agreement (Pages 1 to ____, inclusive);
 2. Performance Bond (pages 1 to ____, inclusive);
 3. Payment Bond (pages 1 to ____, inclusive);
 4. Standard General Conditions of the Construction Contract (pages 1 to ____, inclusive);
 5. Supplementary Conditions to the General Conditions (pages 1 to ____, inclusive);
 6. Specifications as listed in the table of contents of the Project Manual;
 7. Drawings consisting of a cover sheet and sheets numbered LG - 01 through SS - 01 with each sheet bearing the following general title:

Town of Stevensville, MT 5th Street Improvements
 8. Addenda (Numbers __ to ____, inclusive);
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to ____, inclusive);
 - b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to ____, inclusive);
 - c. Notice of Award
 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice To Proceed
 - b. Written Amendments;
 - c. Work Change Directives;
 - d. Change Order(s).
 - e. Any Notice of Partial Utilization
 - f. Notice of Substantial Completion
 - g. Lien Waivers
 - h. Notice of Final Completion and Acceptance
 11. Contractors Insurance Guide
 12. Certificates of Insurance
 13. Standard General Conditions by Reference
 14. State of Montana Prevailing Wage Rates 2020 – Heavy.
 15. Montana Public Works Standard Specifications, Sixth Edition, dated April 2010.
- B. The documents listed in paragraph 9.01.A. are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 of the General Conditions.

1
2 **Article 10. MISCELLANEOUS:**
3

4 10.01 Terms.
5

6 A. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the
7 meanings indicated in the General Conditions.
8

9 10.02 Assignment of Contract.
10

11 A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be
12 binding on another party hereto without the written consent of the party sought to be bound; and specifically, but
13 without limitation, moneys that may come due and moneys that are due may not be assigned without such consent
14 (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the
15 contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any
16 duty or responsibility under the Contract Documents.
17

18 10.03 Successors and Assigns
19

20 A. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to
21 the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants,
22 agreements and obligations contained in the Contract Documents.
23

24 10.04 Severability
25

26 A. Any provision of part of the Contract Documents held to be void or unenforceable under and Law
27 or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon
28 Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken
29 provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the
30 intention of the stricken provision.
31

1 IN WITNESS WHEREOF, Owner and Contractor have signed 4 copies of Agreement. Three counterparts
2 have been delivered to Owner, two to Contractor and one to Engineer. All portions of the Contract
3 Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

4
5 This Agreement will be effective on _____, _____ (which is the effective date of the
6 Agreement).

7
8 Owner Town of Stevensville Contractor _____
9 _____

10
11
12 By _____ By _____
13 (Signature) (Signature)

14
15 Attest _____ Attest _____
16 (Signature) (Signature)

17
18
19 Address for giving notices: Address for giving notices:
20 206 Buck Street _____
21 Stevensville, MT 59870 _____

22
23
24 Phone No. 406-777-5271 Phone No. _____

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26 FAX No. 406-777-4284 FAX No. _____
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33 (CORPORATE SEAL)
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35 (If OWNER is a public body, attach evidence
36 of authority to sign and resolution or other
37 documents authorizing execution of Owner -
38 Contractor Agreement.
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(SEAL)
Contractor Registration No. _____
Agent for service of process:

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

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Owner's Designated Representative:
Name: Brandon E. Dewey
Title: Mayor
Address: 206 Buck Street
Stevensville, MT 59870
Phone No. 406-777-5271
FAX No. 406-777-4284

Contractor's Designated Representative:
Name: _____
Title: _____
Address: _____
Phone No. _____
FAX No. _____

END OF SECTION

File Attachments for Item:

i. Discussion/Decision: Contract for construction services for the 3rd Street Improvements Project



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Brandon E. Dewey
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	05/13/2021
Agenda Topic:	Discussion/Decision: Contract for construction services for the 3 rd Street Improvements Project
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	05/13/2021
Notes:	

Notice of Award

Date: April 27, 2021

Project: 3rd Street East Improvements	
Owner: Town of Stevensville	Owner's Contract No.:
Contract: 3 rd Street East Improvements	Engineer's Project No.: 10223814
Bidder: Three Rivers Landworks, LLC	
Bidder's Address: 16976 Scheffer Lane	
Frenchtown, MT 59834	

You are notified that your Bid dated April 1, 2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the 3rd Street East Improvements project.

The Contract Price of your Contract is one hundred seventy-five thousand nine hundred nineteen dollars and 56/100 (\$175,919.56).

See attached Bid Form for unit prices

2 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner, via the Engineer, [2] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:
Include all insurance certificates as required.
Provide list of subcontractors with names and contact information.
Provide list of project staff and emergency contact information.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Town of Stevensville
Owner
By: Brandon E. Dewey
Authorized Signature
Brandon E. Dewey
Mayor
Title

Copy to Engineer

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SECTION 00500
AGREEMENT FORM

This Agreement is dated as of the _____ day of _____ in the year _____, by and between the TOWN OF STEVENSVILLE hereinafter called "OWNER" and Three Rivers Landworks, LLC, hereinafter called Contractor. Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Resurfacing of 3rd St. E. from Main St. to Park Ave., sidewalk replacement from Pine St. to Spring St., five (5) sewer service replacements and eleven (11) water service replacements

Article 2. THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

3rd Street East Improvements. Resurfacing of 3rd St. E. from Main St. to Park Ave., sidewalk replacement from Pine St. to Spring St., five (5) sewer service replacements and eleven (11) water service replacements.

Article 3. ENGINEER

3.01 The Project has been designed by: HDR Engineering who is hereinafter called Engineer and who is to act as Owner's primary representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 4. CONTRACT TIME

4.01 Time of the Essence.

A. All the time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to achieve Substantial Completion.

A. Notice to Proceed for The Work will be May 24, 2021. The Work will be substantially complete by August 13, 2021. Final Completion of The Work will be August 31, 2021.

4.03 Liquidated damages.

A. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the dates specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner two hundred dollars (\$200.00) for each Calendar day that expires after the date specified in paragraph

1 4.02 for Substantial Completion until the works is substantially complete and two hundred dollars (\$200.00) for
2 each day that expires after the time specified in paragraph 4.02 for Final Completion. The liquidated damages
3 specified herein includes unscheduled employment.
4

5 **Article 5. CONTRACT PRICE**
6

7 5.01 Owner shall pay Contractor for completion of the work in accordance with the Contract Documents an
8 amount equal to the sum of the lump sum items and the sum of the established unit price for each separately
9 identified item of Unit Price Work times the quantity of that item that is constructed and accepted. Unit prices
10 are those listed in the Bid Schedules of the Bid Form. Estimated quantities used for bidding purposes are not
11 guaranteed. Payment will be for actual quantities as determined by Engineer in accordance with Paragraph 9.07
12 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General
13 Conditions.
14

15 **Article 6. PAYMENT PROCEDURES**
16

17 6.01 Submittal and Processing of Payments:
18

19 A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General
20 Conditions. Applications for Payment will be processed by Engineer as provided in the Contract Documents.
21

22 6.02 Progress Payments; Retainage:
23

24 A. Owner shall make progress payments in accordance with Article 14 of the General Conditions on
25 account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer,
26 once each month during construction as provided below. All progress payments will be on the basis of the
27 progress of the Work measured by the number of units of each bid item completed times the bid unit price in the
28 Unit Price Schedule of the Bid Form for that item or for lump sum bid items payment will be made on the
29 percentage of actual work complete based on the schedule of values break down for the lump sum bid item.
30

31 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the sum of
32 the unit price items less the percentage indicated below but, in each case, less the aggregate of payments
33 previously made and less such amounts as Engineer may determine or Owner may withhold, in
34 accordance with paragraph 14.02 of the General Conditions.
35

36 a. The Owner shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all
37 Work covered by the Contract Documents.

38 b. Retainage will be five percent (5%) of materials and equipment not incorporated in the Work (but delivered, suitably
39 stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.02 of the General Conditions).
40

41 2. Upon Substantial Completion and at the Owner's discretion, the amount of retainage may be further
42 reduced if requested by the Contractor.
43

44 6.03 Final Payment:
45

46 A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the
47 General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as
48 provided in said paragraph 14.07.
49

50 **Article 7. INTEREST:**
51

52 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the
53 maximum rate allowed by law at the place of the Project.
54
55

1 **Article 8. CONTRACTOR’S REPRESENTATION:**
2

3 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
4

5 A. Contractor has examined and carefully studied the Contract Documents (including all Addenda)
6 listed in paragraph 9 and the other related data identified in the Bidding Documents
7

8 B. Contractor has visited the site and become familiar with and is satisfied as to the general, local and
9 Site conditions that may affect cost, progress, performance or furnishing of the Work.
10

11 C. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations
12 that may affect cost, progress, performance and furnishing of the Work.
13

14 D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at
15 or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface
16 structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special
17 Provisions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous
18 Environmental Condition, if any, at the Site which has been identified in the Special Provisions as provided in
19 paragraph 4.06 of the General Conditions. Contractor acknowledges that such reports and drawings are not
20 Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner
21 and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or
22 indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.
23

24 E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such
25 additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions
26 (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost,
27 progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques,
28 sequences and procedures of construction to be employed by Contractor including applying the specific means,
29 methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract
30 Documents to be employed by the Contractor, and safety precautions and programs incident thereto.
31

32 F. Contractor does not consider that any additional examinations, investigations, explorations, tests,
33 studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the
34 Contract Times and in accordance with the other terms and conditions of the Contract Documents.
35

36 G. Contractor is aware of the general nature of work to be performed by Owner and others at the site
37 that relates to the Work as indicated in the Contract Documents.
38

39 H. Contractor has correlated the information known to Contractor, information and observations
40 obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional
41 examinations, investigations, explorations, tests, studies and data with the Contract Documents.
42

43 I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that
44 Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable
45 to Contractor.
46

47 J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms
48 and conditions for performance and furnishing of the Work.
49

50 **Article 9. CONTRACT DOCUMENTS:**
51

52 9.01 Contents
53

54 A. The Contract Documents consist of the following:
55

- 1 1. This Agreement (Pages 1 to ____, inclusive);
2
3 2. Performance Bond (pages 1 to ____, inclusive);
4
5 3. Payment Bond (pages 1 to ____, inclusive);
6
7 4. Standard General Conditions of the Construction Contract (pages 1 to ____, inclusive);
8
9 5. Supplementary Conditions to the General Conditions (pages 1 to ____, inclusive);
10
11 6. Specifications as listed in the table of contents of the Project Manual;
12
13 7. Drawings consisting of a cover sheet and sheets numbered LG - 01 through RS - 02 with each
14 sheet bearing the following general title:
15
16 Town of Stevensville, MT 3rd St. East Improvements
17
18 8. Addenda Number 1;
19
20 9. Exhibits to this Agreement (enumerated as follows):
21 a. Contractor's Bid (pages 1 to ____, inclusive);
22
23 b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to ____,
24 inclusive);
25
26 c. Notice of Award
27
28 10. The following which may be delivered or issued on or after the Effective Date of the
29 Agreement and are not attached hereto:
30 a. Notice To Proceed
31 b. Written Amendments;
32 c. Work Change Directives;
33 d. Change Order(s).
34 e. Any Notice of Partial Utilization
35 f. Notice of Substantial Completion
36 g. Lien Waivers
37 h. Notice of Final Completion and Acceptance
38
39 11. Contractors Insurance Guide
40
41 12. Certificates of Insurance
42
43 13. Standard General Conditions by Reference
44
45 14. State of Montana Prevailing Wage Rates 2020 – Heavy.
46
47 15. Montana Public Works Standard Specifications, Sixth Edition, dated April 2010.
48
49 B. The documents listed in paragraph 9.01.A. are attached to this Agreement (except as expressly noted
50 otherwise above).
51
52 C. There are no Contract Documents other than those listed above in this Article 9.
53
54 D. The Contract Documents may only be amended, modified or supplemented as provided in
55 paragraphs 3.04 of the General Conditions.

1
2 **Article 10. MISCELLANEOUS:**
3

4 10.01 Terms.
5

6 A. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the
7 meanings indicated in the General Conditions.
8

9 10.02 Assignment of Contract.
10

11 A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be
12 binding on another party hereto without the written consent of the party sought to be bound; and specifically, but
13 without limitation, moneys that may come due and moneys that are due may not be assigned without such consent
14 (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the
15 contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any
16 duty or responsibility under the Contract Documents.
17

18 10.03 Successors and Assigns
19

20 A. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to
21 the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants,
22 agreements and obligations contained in the Contract Documents.
23

24 10.04 Severability
25

26 A. Any provision of part of the Contract Documents held to be void or unenforceable under and Law
27 or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon
28 Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken
29 provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the
30 intention of the stricken provision.
31

1 IN WITNESS WHEREOF, Owner and Contractor have signed 4 copies of Agreement. Three counterparts
2 have been delivered to Owner, two to Contractor and one to Engineer. All portions of the Contract
3 Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

4
5 This Agreement will be effective on _____, _____ (which is the effective date of the
6 Agreement).

7
8 Owner Town of Stevensville Contractor _____

9
10 _____

11
12 By _____ By _____
13 (Signature) (Signature)

14
15 Attest _____ Attest _____
16 (Signature) (Signature)

17
18
19 Address for giving notices: Address for giving notices:
20 206 Buck Street
21 _____
22 Stevensville, MT 59870 _____

23
24 Phone No. 406-777-5271 Phone No. _____

25
26 FAX No. 406-777-4284 FAX No. _____

27
28 _____

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30 _____

31
32 _____

33 (CORPORATE SEAL) (SEAL)

34
35 (If OWNER is a public body, attach evidence Contractor Registration No.
36 of authority to sign and resolution or other Agent for service of process:
37 documents authorizing execution of Owner -
38 Contractor Agreement. _____

39
40 _____

41 (If CONTRACTOR is a corporation or a
42 partnership, attach evidence of authority to
43 sign.)
44

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Owner's Designated Representative:
Name: Brandon E. Dewey
Title: Mayor
Address: 206 Buck Street
Stevensville, MT 59870
Phone No. 406-777-5271
FAX No. 406-777-4284

Contractor's Designated Representative:
Name: _____
Title: _____
Address: _____
Phone No. _____
FAX No. _____

END OF SECTION

File Attachments for Item:

j. Discussion/Decision: Funding for repairs to the swimming pool



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Brandon E. Dewey
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	05/13/2021
Agenda Topic:	Discussion/Decision: Funding for repairs to the swimming pool
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	05/13/2021
Notes:	



**TOWN COUNCIL
Agenda Communication**

**Regular Meeting
May 13, 2021**

Agenda Item: Discussion/Decision: Funding for repairs to the swimming pool

Other Council Meetings

Exhibits

This agenda item provides Council with the ability to discuss and approve any necessary funding for repairs to the Town's swimming pool.

Background:

In the summer of 2020, it was determined that the Town's swimming pool was excessively leaking water from the kiddie pool. Engineers were consulted to address the issue and formulate a plan to fix the leakage.

Repairs have started in order to meet the opening day deadline of June 7, 2021. The repairs will cost an estimated \$17,500 and can be accommodated through various funding sources in place.

The administration is seeking advice from the Council on the best way to fund the project with available funds.

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

MOTION

I move to:

File Attachments for Item:

k. Discussion/Decision: Cancellation or rescheduling of June 24, 2021 Town Council Meeting due to Councilmember planned absences



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Brandon E. Dewey
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	05/13/2021
Agenda Topic:	Discussion/Decision: Cancellation or rescheduling of June 24, 2021 Town Council Meeting due to Councilmember planned absences
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	05/13/2021
Notes:	



**TOWN COUNCIL
Agenda Communication**

**Regular Meeting
May 13, 2021**

Agenda Item: Discussion/Decision: Cancellation or rescheduling of June 24, 2021 Town Council Meeting due to Councilmember planned absences

Other Council Meetings

Exhibits

This agenda item provides Council with the ability to either reschedule or cancel their June 24, 2021 Town Council meeting.

Background:

Two Councilmembers have notified Mayor Dewey that they will be unable to attend the June 24, 2021 Town Council meeting due to planned absences. The Town Council will not have a quorum if the scheduled meeting were held.

The administration is requesting that the Council provide direction to either reschedule the meeting or cancel with the authorization to pay claims out of cycle.

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

MOTION

I move to: