



**Stevensville Town Council Meeting
Agenda for
THURSDAY, FEBRUARY 22, 2024
6:30 PM
206 Buck Street, Town Hall**

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Public Comments (Public comment from citizens on items that are not on the agenda)
4. Approval of Minutes
 - a. C.O.W. Meeting Minutes 01/30/2024
5. Approval of Bi-Weekly Claims
 - a. Claims #18829-#18832
6. Unfinished Business
 - a. Discussion/Decision: Stevensville Airport Lease for Block 6 Lot 6
7. New Business
 - a. Discussion/Decision: Opening of bids Stevensville Water System, Stevensville Water Main Replacement & Improvement Project, Mission Street
 - b. Discussion/Decision: Resolution No. 526, a Resolution Establishing a Special Fund for the Trout Spout Splash Pad
 - c. Discussion/Decision: Approval of Service Agreement between the Town of Stevensville and Geosyntec Consultants, INC
 - d. Discussion/Decision: Consent to the Mayor's Appointment of James Crews to the Planning & Zoning Board
 - e. Informational: Stevensville City Court Annual Report for 2023
8. Board Reports
9. Town Council Comments
10. Executive Report
11. 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. C.O.W. Meeting Minutes 01/30/2024

Stevensville C.O.W. Meeting Minutes

for TUESDAY, JANUARY 30, 2024, 6:00 PM 206 Buck Street, Town Hall

1. Call to Order and Roll Call

Mayor Michalson called the meeting to order. Councilmembers Barker, Brown, Nelson and Smith were all present.

2. Discussion on the Following Items

a. Job Descriptions, Review & Revise

Councilmembers discussed job descriptions for the following positions:

FINANCE DIRECTOR

HR DIRECTOR

TOWN CLERK

COURT CLERK

AIRPORT MANAGER

FIRE CHIEF

ASSISTANT FIRE CHIEF

FIRE CLERK

FIRE FIGHTER

FIRE FIGHTER/EMT

DRIVER/ENGINEER

FIRE CAPTAIN

EMS CAPTAIN

FIRE DEPARTMENT SUPPORT PERSON

3. Public Comment

Comments were given by staff members, Gina Crowe, Jenelle Berthoud and Jeff Motley. Public Comment was given by Vickie Motley.

4. Adjournment

APPROVE:

ATTEST:

Bob Michalson, Mayor
Clerk

Jenelle S. Berthoud, Town

File Attachments for Item:

a. Claims #18829-#18832

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period (11/23) ****								
18829	C	1696 First Call Computer Solutions, Project for .gov. Professional Svcs Tier 2	705.00					
		93192 11/30/23 .Gov Project	35.25			1000 410360	356	101000
		93192 11/30/23 .Gov Project	105.75			1000 410550	356	101000
		93192 11/30/23 .Gov Project	105.75*			1000 420100	356	101000
		93192 11/30/23 .Gov Project	35.25*			1000 420410	356	101000
		93192 11/30/23 .Gov Project	35.25*			2394 420531	356	101000
		93192 11/30/23 .Gov Project	176.25*			5210 430510	356	101000
		93192 11/30/23 .Gov Project	176.25*			5310 430610	356	101000
		93192 11/30/23 .Gov Project	35.25*			5610 430300	356	101000
*** Claim from another period (10/23) ****								
18830	C	1696 First Call Computer Solutions, .Gov Project. First Call did not send out invoices prior to Feb 2024. They were having some issues in their accounting department.	788.75					
		91466 10/31/23 .Gov Project	39.43			1000 410360	356	101000
		91466 10/31/23 .Gov Project	118.31			1000 410550	356	101000
		91466 10/31/23 .Gov Project	118.31*			1000 420100	356	101000
		91466 10/31/23 .Gov Project	39.44*			1000 420410	356	101000
		91466 10/31/23 .Gov Project	39.44*			2394 420531	356	101000
		91466 10/31/23 .Gov Project	197.19*			5210 430510	356	101000
		91466 10/31/23 .Gov Project	197.19*			5310 430610	356	101000
		91466 10/31/23 .Gov Project	39.44*			5610 430300	356	101000
18831		1991 John Boe Reimbursement for Hotel on his travels to MT for thei Chief Position	116.59					
		86300EE015 02/12/24 Hotel Reimbursement	116.59*			1000 420100	370	101000
*** Claim from another period (1/24) ****								
18832	C	1904 Trapper Peak Law, Melanie C Legal Professional Services for TOS	1,761.00					
		693 02/15/24 Legal Svcs	135.00			1000 410364	352	101000
		691 02/15/24 Legal Svcs	135.00			1000 410364	352	101000
		694 02/15/24 Legal Svcs	105.00			1000 410364	352	101000
		695 02/15/24 Legal Svcs	210.00			1000 410364	352	101000
		692 02/15/24 Legal Svcs	45.00			1000 410364	352	101000
		696 02/15/24 Legal Svcs	465.00			1000 410364	352	101000
		697 02/15/24 Legal Svcs	585.00			1000 410364	352	101000
		698 02/15/24 Legal Svcs	81.00*			1000 410364	370	101000
# of Claims			4	Total:	3,371.34			
Total Electronic Claims			3,254.75	Total Non-Electronic Claims	116.59			

02/20/24
09:23:01

TOWN OF STEVENSVILLE
Fund Summary for Claims
For the Accounting Period: 2/24

Page: 2 of 3
Report ID: AP110

Fund/Account	Amount
1000 GENERAL	
101000 Cash - Operating	2,475.08
2394 BUILDING CODE ENFORCEMENT	
101000 Cash - Operating	74.69
5210 WATER	
101000 Cash - Operating	373.44
5310 SEWER	
101000 Cash - Operating	373.44
5610 AIRPORT	
101000 Cash - Operating	74.69
Total:	3,371.34

02/20/24
09:23:01

TOWN OF STEVENSVILLE
Claim Approval Signature Page
For the Accounting Period: 2 / 24

Page: 3 of 3
Report ID: AP100A

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

Stacie Barker, Councilmember

Isaiah Nelson, Councilmember

Cindy Brown, Councilmember

Wallace Smith, Councilmember

Bob Michalson, Mayor

Date Approved _____

File Attachments for Item:

- a. Discussion/Decision: Stevensville Airport Lease for Block 6 Lot 6



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	Unfinished Business
Person Submitting the Agenda Item:	Bob Michalson
Second Person Submitting the Agenda Item:	Will Rowe, Airport Manager
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	02/22/2024
Agenda Topic:	Discussion/Decision: Stevensville Airport Lease for Block 6 Lot 6
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	02/22/2024
Notes:	The Stevensville Airport Board met on 02/13/2024 and approved the lease for Block 6 Lot 6 to go in front of Town Council for approval.

Stevensville Airport Land Lease

This land lease is made and entered into this 22nd day of February 2024, pursuant to Stevensville Town Resolution (attached as Exhibit A) and incorporated by reference herein, between the TOWN OF STEVENSVILLE, hereafter “Lessor” and John Stratton hereafter “Lessee”.

I. Purpose

1. Lessor agrees to lease to the Lessee 5,250 **square feet** of land described as **Block 6, Lot No. 6** (attached as Exhibit B) of the Stevensville Airport, hereafter “Premises” subject to the terms and conditions set forth herein.
2. The parties agree that the Lessee shall use Premises for general aviation-related purposes such as storing, maintaining, repairing, rebuilding, and inspecting aircraft.

II. Term and Renewal of Lease

3. **Term.** This lease shall be for a twenty (20) year period, beginning upon execution of the agreement and ending on the **21st day of February 2044** unless terminated as set forth by the terms of this lease.
4. **Renewal.** If Lessee has made all required lease payments and has remained in full compliance with all terms and obligations of this lease the Lessee shall have the option to renew the lease under similar terms and conditions and as mutually agreed upon with the Lessor.

III. Payment

5. **Annual Rate.** Lessee agrees to pay Lessor **\$.14 per square foot** annually for **5,250 square feet** in the amount of **\$735.00** beginning upon the effective date of this lease. Annual lease payments shall be due on July 1 of each year until its expiration or termination date, with the first year of the lease and final year prorated to July 1 and/or the expiration date.
 - 5.1. **Location.** Lessee agrees to pay all obligations of the lease in check, cash, or money order at the Office of the Town Clerk at 206 Buck Street, Stevensville, Montana 59870.

Stevensville Airport Land Lease

6. **Rate Increases.** Lessor, at its discretion may annually increase the rate charged in this lease. Lessor shall give notice to Lessee of any such increase on or before June 1 of any given year, which rate shall be effective on July 1; provided that that no single rate increase shall exceed ten (10) percent and that any rate increase shall apply uniformly to

all leases at the airport. Failure to give such notice shall prohibit Lessor from increasing the rate for that year.

7. **Infrastructure Fee.** Lessee agrees to a one-time infrastructure fee of **\$.65 per square foot** of building size, 50x50 to be paid at the time of the execution of this lease for a total sum of **\$1,625.00**.

IV. Terms and Conditions

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

Stevensville Airport Land Lease

13. **Indemnification.** Lessee agrees to indemnify and hold Lessor harmless from and against all liability for injuries to persons or damage to property cause by Lessee's negligent use or occupancy of the Premises; provided however, that Lessee shall not be liable for any injury, damage, or loss occasioned the negligence of the Lessor.

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

Stevensville Airport Land Lease

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

If notice to the Lessor:	If notice to the Lessee:
Town of Stevensville PO Box 30 206 Buck Street Stevensville, MT 59870	John Stratton 4975 Joslin Trail Darby, MT 59829

V. Termination of Lease

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

VI. Modification and Completeness

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

Stevensville Airport Land Lease

IN WITNESS WHEREOF, the parties hereto have signed this agreement this _____ day of _____, 2024.

Lessor:
Town of Stevensville

Attest:

By: _____
Mayor

By: _____
Town Clerk

Lessee:

Print name

File Attachments for Item:

a. Discussion/Decision: Opening of bids Stevensville Water System, Stevensville Water Main Replacement & Improvement Project, Mission Street



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Bob Michalson
Second Person Submitting the Agenda Item:	HDR Engineering, Inc.
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	02/22/2024
Agenda Topic:	Discussion/Decision: Opening of bids Stevensville Water System, Stevensville Water Main Replacement & Improvement Project, Mission Street
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	02/22/2024
Notes:	The Project includes the following Work: Water Main Replacement and Improvements for Mission Street. Public Notice was given via the local newspaper, The Bitterroot Star on 01/24/24 and 01/31/24.

Stevensville Water System Stevensville Water Main Replacement and Improvement Project

Bid/RFP Status:

Open - accepting bids and proposals

Bid/RFP Due Date:

Thursday, February 22, 2024 - 2:00pm

Bid/RFP Reference Number:

Mission Street

[Back to Bids/RFPs](#)

ADVERTISEMENT FOR BIDS

Stevensville, Montana

Stevensville Water System

Stevensville Water Main Replacement and Improvement Project

General Notice

Town of Stevensville (Owner) is requesting Bids for the construction of the following Project:

Stevensville Water Main Replacement Project

Bids for the construction of the Project will be received at the Office of the Stevensville Department of

Public Works at 206 Buck Street, Stevensville, MT 59870, until **Thursday February 22nd, 2024, at 2pm**

local time. Original copies must be submitted in a sealed envelope; no faxed or electronic bids will be

accepted. Received bids will be publicly opened and read aloud during the council meeting on Thursday

February 22nd, 2024, at 6:30pm. A Special Town Council Meeting will be held on February 29, 2024 @ 6:00 pm to award the bid.

The Project includes the following Work:

Base Bid: Water Main Replacement and Improvements

The Base Bid includes:

Upsizing to 8-inch water main along Mission Street (2,434 LF) and South Avenue (331LF). The scope of

this work includes the replacement of the existing water main, fire hydrants, all fitting and valves,

service lines, asphalt resurfacing, replacement of disturbed landscaping, and relocated the water meters

to meter pits.

Bids will be received for a single prime contract. Bids shall be on a unit price basis. The Project has an

expected duration of 120 days.

Obtaining the Bidding Documents

The Issuing Office for the Bidding Documents is:

Devie Bessette

HDR Engineering, Inc.

700 SW Higgins Ave Suite 200, Missoula, MT 59803

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday

through Friday between the hours of 8:00 am and 5:00 pm local time and may obtain copies of the

Bidding Documents from the Issuing Office as described below. Bidding Documents may also be

examined on the Town of Stevensville Public Works webpage and at Montana Plan Centers. Partial sets

of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be

responsible for full or partial sets of Bidding Documents, including Addenda, if any, obtained from

sources other than the Issuing Office.

Bidding Documents may be obtained from the Issuing Office during the hours indicated above. Bidding

Documents are available as portable document format (PDF) files via email or a OneDrive file sharing

site. Alternately, printed Bidding Documents may be obtained from the Issuing Office either via in person

pick-up or via mail, upon Issuing Office's receipt of payment for the Biding Documents. The nonrefundable

cost of printed Bidding Documents is \$50.00 per set, payable to "HDR Engineering, Inc.", plus

a non-refundable shipping charge. Upon Issuing Office's receipt of payment, paper Bidding Documents or electronic documents will be sent via the prospective Bidder's delivery service or email. The shipping

charge amount will depend on the shipping method chosen.

Project Funding

The Stevensville Water Main Replacement and Improvement Project is funded with American Rescue

Plan Act (ARPA) funds. Bidder must meet all requirements of the appropriate Federal/State agencies, as

indicated in the specifications.

Pre-bid Conference

A pre-bid conference will not be held for this project.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award,

refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Town of Stevensville

Jenelle S. Berthoud, Town Clerk

BS 1/24, 1/31

File Attachments for Item:

b. Discussion/Decision: Resolution No. 526, a Resolution Establishing a Special Fund for the Trout Spout Splash Pad



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Bob Michalson
Second Person Submitting the Agenda Item:	Sean Doyle, Stevensville Civic Club President
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	02/22/2024
Agenda Topic:	Discussion/Decision: Resolution No. 526, a Resolution Establishing a Special Fund for the Trout Spout Splash Pad
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	02/22/2024
Notes:	The Stevensville Civic Club has remaining funds that were donated for the Trout Spout Splash Pad. These funds are being donated to the Town of Stevensville for the purpose of maintenance, repairs, and all components that are project related.

RESOLUTION NO. 526

**A Resolution Establishing A Special Fund
For The Trout Spout Splash Pad**

WHEREAS, on the 22nd day of February 2024, the Town of Stevensville received a donation in the amount of \$15,165.83 from the Stevensville Civic Club;

WHEREAS, the Stevensville Civic Club has provided the donation for the purposes of maintenance, repairs and all components that are project related;

WHEREAS, The Town Council recognizes the need to establish a fund separate from all others for these revenues;

THEREFORE, BE IT RESOLVED by the Town Council of the Town of Stevensville, Montana, that the Town will establish a special fund to be known as the Trout Spout Splash Pad Fund into which monies received for the purposes of components related to the project at Lewis & Clark Park shall be placed and held for expenditures for the benefit thereof.

DATED this 22nd day of February 2024, after motion and second at a regular meeting of the Stevensville Town Council.

Approved:

Attest:

Bob Michalson, Mayor

Jenelle S. Berthoud, Town Clerk

File Attachments for Item:

c. Discussion/Decision: Approval of Service Agreement between the Town of Stevensville and Geosyntec Consultants, INC

1. MASTER PROFESSIONAL SERVICES AGREEMENT
BETWEEN
GEOSYNTEC CONSULTANTS, INC.
AND
TOWN OF STEVENSVILLE, MONTANA

This Master Professional Services Agreement ("Agreement") is made effective February 22, 2024 by and between the Town of Stevensville, Montana ("Client") and Geosyntec Consultants, Inc. and its subsidiaries and affiliates (collectively "Geosyntec"). The Client and Geosyntec are referred to herein individually as "Party" and collectively as "Parties".

NOW, THEREFORE, in consideration of the promises set forth below, the Parties hereby agree as follows:

1. **SERVICE ORDERS:** The services to be provided by Geosyntec pursuant to this Agreement ("Services") shall be described in written orders ("Service Orders") agreed to by the Parties. Service Orders shall set forth the Services, schedule and budgeted fees and expenses for the Services. If Services are to be rendered in connection with a specific location, the Service Order shall also describe the site ("Project Site"). The terms and conditions of this Agreement shall apply to and be incorporated into each Service Order and any Purchase Order, or other document issued by Client and to all Services to be rendered. Any terms introduced or proposed by Client which are not expressly incorporated into this Agreement or a Service Order are rejected.

2. **CLIENT RESPONSIBILITY:** Client shall provide Geosyntec, in writing, all information relating to Client's requirements for the Project in a timely manner, give Geosyntec prompt written notice of any suspected deficiency in the Services and with reasonable promptness to avoid impacts to the progress of the project ("Project"), and provide Geosyntec with approvals and decisions. When the Services include on-site activities, Client shall also correctly identify the location of subsurface structures, such as pipes, tanks, cables, and utilities and notify Geosyntec of any potential hazardous substances or other health and safety hazards or conditions known to Client existing on or near the Project Site. Client shall be responsible for obtaining all necessary permits required to execute the Services and Project work. If included in the Services, Geosyntec will assist Client with permit applications, however all impacts and obligations will be the responsibility of the Client, and Geosyntec shall not be liable for any delays related to obtaining permits, whether caused by the Client, regulatory bodies, or other third parties. In addition, Client agrees to hold Geosyntec harmless from any claim related to or arising from circumstances, acts or omissions in connection with the Project Site which occurred prior to Geosyntec providing any Services under this Agreement.

3. **COMPENSATION, INVOICING AND PAYMENT:** The method of compensation shall be identified in the Service Order. When the method of compensation is on a time and materials basis, Geosyntec shall submit invoices to Client reflecting the number of hours worked multiplied by the hourly rate reflected in Geosyntec's rate schedule, along with any expenses for reimbursement. The rates and rate schedule for projects lasting more than one year may be adjusted annually. The rates are inclusive of all taxes except such value added, sales, service or withholding taxes that are imposed by some jurisdictions, and which shall be explicitly identified. Any such applicable taxes will be added to the invoice and shall be paid by the Client. Geosyntec shall not be liable for taxes imposed outside the U.S., Canada, Australia, Ireland, and the United Kingdom. Where compensation is subject to a "not to exceed" budget such limit shall only apply to the total approved budget. Any amount allocated to a task or milestone may be exceeded without Client authorization as long as the total budget limit is not exceeded. Rates for days of actual testimony at depositions, trials, or hearings will be two times the rate shown on the rate schedule. All costs incurred and time spent by Geosyntec responding to subpoenas related to litigation which Geosyntec is not a named party shall be reimbursable in accordance with Geosyntec's then current rate schedule.

Geosyntec shall periodically submit invoices to Client and Client shall pay each invoice in accordance with any applicable prompt payment legislation within thirty (30) days of the date of the invoice. Payment shall not be conditioned upon Client's receipt of payment from any other parties. If Client objects to all or any portion of any invoice, Client shall notify Geosyntec in writing of the objection within fifteen (15) calendar days from the date of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute.

Geosyntec may invoice Client for any expense authorized by the Client exceeding \$5,000 before the expense has been incurred by Geosyntec. Client shall pay the greater of an additional charge of one percent (1%) of the amount of the invoice per month or the maximum percentage allowed by law for any payment received by Geosyntec more than thirty (30) days from the date of the invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. No deductions shall be made from Geosyntec's compensation on account of penalty, liquidated damages or other sums withheld from payments to Client or others, or on account of the cost of changes in the Services.

In addition to the above, if payment of Geosyntec invoices is not maintained on a thirty (30) day current basis, Geosyntec may, by ten (10) days written notice to Client, suspend further performance and withhold any and all deliverables and data from Client until such invoice payments are restored to a current basis. If the Project Site is located in a jurisdiction which requires Geosyntec to pay any subcontractors within a stated period of time, the Client shall make payment to Geosyntec within five (5) days prior to the lapse of such time period.

4. **CHANGES:** In the event services beyond those specified in the Services Order are provided by Geosyntec or requested by the Client, the Parties shall negotiate an adjustment to the scope, schedule or fee, and the Service Order shall be equitably adjusted to represent such changes.

5. **RECOGNITION OF RISK:** Client recognizes that services and opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where data are obtained, and that the limited data results in uncertainty with respect to the interpretation of these conditions, despite the use of due professional care. In addition, any estimate of costs prepared by Geosyntec represents judgment as a design professional and is supplied for the general guidance of the Client. Since Geosyntec has no control over the cost of labor and material, or over competitive bidding or market conditions, Geosyntec does not guarantee the accuracy of such estimates as compared to Contractor bids or actual cost to the Client. Accordingly, any estimates, forecasts and predictions provided as part of the Services are presented solely on the basis of the assumptions accompanying the estimates, forecasts and predictions.

6. **STANDARD OF CARE:** Geosyntec shall render its Services in a manner consistent with the level of care and skill ordinarily exercised by other firms rendering the same services under similar circumstances at the time the Services are performed. Should an error or omission become apparent in the Services during the term of the Agreement or within ninety (90) days following the completion of the Services, Geosyntec's liability shall be limited to the correction of the error or omission and shall be contingent upon Geosyntec being notified promptly.

7. **INDEMNIFICATION:** To the fullest extent permitted by law, the Parties shall indemnify and hold harmless each other (and each of their respective officers, directors, shareholders, partners, employees, and representatives) from and against all claims, demands, causes of actions, suits, based upon or arising from allegations of illness, injuries to persons, destruction of or damage to property, costs, expenses, legal or otherwise, to the extent arising out of the indemnifying Party's negligent acts or omissions. In addition, the Parties shall indemnify, defend, and hold harmless the other party against all loss, cost, expense, royalties, claims for damages or liability in law or in equity, including without limitation, attorney fees, court costs, and other litigation expenses that may at any time arise or be set up for any infringement (or alleged infringement) of any patent, copyright, trade secret, or other proprietary right of any person or entity in consequence of the use by indemnifying Party of any documents or materials.

8. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, the liability of Geosyntec, its employees, agents, and subcontractors for claims of loss, injury, death, damage, or expense incurred by the Client, including, without limitation, third party claims for contribution and indemnification, arising out of or relating to Services rendered or obligations imposed under this Agreement or any Service Order issued, shall not exceed, in the aggregate, the greater of \$100,000 or the amount paid to Geosyntec under the applicable Service Order. The Client shall indemnify and defend Geosyntec against any third-party claims against Geosyntec exceeding the limitation of liability. In addition, neither Party shall be entitled to recover consequential damages, including, without limitation, loss of use or loss of profits, from the other Party, their employees, representatives, agents, subsidiaries, affiliates, successors or assigns. The foregoing limitations of liability shall apply regardless of whether the allegation is based on a theory of breach of contract, negligence or other wrongful act, but shall not apply if caused by gross negligence or willful misconduct.

9. **INSURANCE:** Geosyntec shall maintain during the term of this Agreement the following minimum insurance coverage:

- | | | |
|-------|---|---|
| (i) | Workers' Compensation
Employer's Liability | Statutory
- \$1,000,000 per occurrence |
| (ii) | Commercial General Liability or
Public Liability Insurance | - \$1,000,000 per occurrence |
| (iii) | Comprehensive Automobile Liability | - \$2,000,000 combined single limit |
| (iv) | Professional Liability | 2. - \$2,000,000 per
claim |

Geosyntec shall provide Client with an insurance certificate upon Client's request.

10. **DISPUTES:** The Parties agree to promptly resolve their differences through good faith negotiations as a condition precedent to filing a formal claim. In the event disputes remain following such good faith negotiations between the Parties, the remaining dispute shall be submitted to a senior representative of each Party who shall have the authority to enter into an agreement to resolve the dispute ("Representative"). The Representatives shall not have been directly involved in the performance of the Services and shall negotiate in good faith. If the Representatives are unable to resolve the dispute within three weeks or within such longer time period as the Representatives may agree, the dispute shall be mediated by an independent third-party agreed to by both parties. Any disputes or portions thereof remaining following mediation shall be determined by remedies at law or equity, as they may be available, subject to the limitations in this Agreement and the venue selection stated in Section 19 below. Any applicable statute of limitations on any claim in any way related to this Agreement shall commence to run and alleged cause of action shall be deemed to have accrued no later than the date of either Geosyntec's final invoice or termination of this Agreement by either Party. Both Parties agree that the applicable statute of limitations for any claims in any way related to this Agreement shall be shortened to a period not longer than two years, unless a shorter statute of limitations would otherwise apply.

11. **PROJECT SITE RESPONSIBILITIES:** If included in the Services, Geosyntec shall visit the Project Site as needed to complete the Services. Construction observation responsibilities will occur at appropriate intervals to allow Geosyntec to become generally familiar with the progress, and quality of work the contractor's, to determine if the work is proceeding in general accordance with the contract documents. Visits to the Project Site and observations made by Geosyntec shall not make Geosyntec responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Geosyntec shall incur no liability for unforeseen costs and/or claims relating to the Services that arise from Project Site conditions that differ from anticipated conditions, including without limitation for any subsurface conditions or systems and/or utility configurations.

12. **HAZARDOUS SUBSTANCES:** "Hazardous Substances" shall refer to any hazardous, toxic, or dangerous substance that cannot be introduced back into the environment under existing law without additional treatment. In the event that Geosyntec encounters unanticipated Hazardous Substances, it may suspend work for safety reasons until mutually agreeable arrangements are made, including but not limited to amendments to this Agreement. Solely upon Client's request, Geosyntec may assist Client in identifying options for off-site treatment, storage or disposal of the Hazardous Substances. Geosyntec will not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. Client shall sign all necessary manifests for the disposal of Hazardous Substances. In the event Parties mutually agree that Geosyntec will sign manifests, Geosyntec will only sign as agent on behalf of Client, and Geosyntec will not be a generator, transporter, or disposer of the Hazardous Substances. Client shall indemnify, defend, and hold harmless Geosyntec against any claim or loss resulting from such signing and from Geosyntec's handling of Hazardous Substances.

13. **CONFIDENTIALITY:** Geosyntec will maintain as confidential the provisions of this Agreement and any business information that is not generally known to, and cannot be readily ascertained by others, and which a reasonable person under the circumstances would consider confidential and will not release, distribute, or publish same or Geosyntec's test results to any third party without prior permission from Client, unless required by law, order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Client.

14. **INTELLECTUAL PROPERTY AND USE OF DOCUMENTS:** Provided that Geosyntec has been fully paid for the Services, Client shall have a perpetual, non-transferable license and right to use the documents, maps, photographs, drawings, and

specifications resulting from Geosyntec's efforts on the Project. Except where necessary to give effect to the foregoing limited license, Geosyntec is not granting Client any license for Geosyntec's patents, patent applications, patent disclosures, inventions and improvements (whether patentable or not), copyrights, copyrightable works (including computer programs), trade secrets, trademarks, service marks, know-how, database rights, or any other form of intellectual property created, developed, or conceived outside the performance of Services. Geosyntec shall have the right to retain copies of all such materials. Work products delivered in electronic form are subject to anomalies, errors, misinterpretation, deterioration, and unauthorized modification, or may be draft or incomplete work products. Electronic documents provided by Geosyntec are furnished solely for convenience and only those professional work products in hard-copy format bearing Geosyntec's signature or professional stamp may be relied upon by Client or other recipients approved in writing. Geosyntec may rely upon data provided by Client or other third parties without independent verification unless otherwise provided in the Service Order. If the Services include the use of a GIS database Client acknowledges that any changes to the information contained in the database will result in different results. The Client will be solely responsible for any modifications to the database made by Client.

Geosyntec is performing the Services under this Agreement solely for Client and solely with respect to the Project, and not for any other party or purpose. No party other than Client shall be entitled to rely on any reports or recommendations provided by Geosyntec as part of the Services ("Reports") without Geosyntec's separate written consent, and Geosyntec shall have no liability for the use of any Reports by any party for any purpose other than the Project. Client will indemnify, defend and hold Geosyntec harmless from any claims by third parties arising from the use of any Reports.

15. DELAYS AND FORCE MAJEURE: Geosyntec shall not be responsible for any delays resulting from actions or inactions of the Client or third parties. In the event that Geosyntec field or technical work is interrupted due to causes reasonably outside of its control, Geosyntec's schedule for performance and compensation shall be equitably adjusted (in accordance with Geosyntec's current Rate Schedule) for the additional labor, equipment, time, and other charges associated with maintaining its work force and equipment available during the interruption, and for such similar charges that are incurred by Geosyntec for demobilization and subsequent remobilization.

Except for the foregoing provision, neither Party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond the reasonable control of the other Party. Delays within the scope of this Section which cumulatively exceed forty-five (45) days shall, at the option of either Party, make the applicable Service Order subject to termination for convenience or to renegotiation.

16. SUSPENSION/TERMINATION: If a Service Order or Geosyntec's Services are suspended by the Client for more than thirty (30) days, upon resumption of Services the Client shall compensate Geosyntec for expenses incurred as a result of the suspension and resumption of Services and Geosyntec's schedule and fees for the remainder of the Services shall be equitably adjusted. If the Services are suspended for more than ninety days, consecutive or in the aggregate, Geosyntec may terminate the Service Order upon giving not less than five (5) days written notice to the Client.

3. Either Party can terminate this Agreement for cause if the other commits a material and uncured breach of this Agreement, including untimely payment, or becomes insolvent, has a receiver appointed, or makes a general assignment for the benefit of creditors. Termination for cause shall be effective five (5) calendar days after receipt of a written notice of termination, unless a later date is specified in the notice of termination. The notice of termination for cause shall contain specific reasons for termination, and both Parties shall cooperate in good faith to cure the causes for termination stated in the notice of termination. Termination for cause shall not be effective if reasonable action to cure the breach has been taken before the effective date of the termination. Client shall pay Geosyntec upon invoice for services performed and charges incurred prior to suspension or termination, plus suspension and termination charges. Termination charges shall include, without limitation, the putting of Project documents and analyses in order and all other related charges incurred which are directly attributable to termination. In the event of termination for cause, the Parties shall have their remedies at law as to other rights and obligations between them, subject to the other terms and conditions of this Agreement.

17. ASSIGNMENT AND THIRD PARTY RIGHTS: Neither Party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other Party. This Agreement shall not create any rights or benefits to Parties other than Client and Geosyntec.

18. VALIDITY AND SEVERABILITY: The provisions of this Agreement shall be enforced to the fullest extent permitted by

law. If any provision of this Agreement is found to be invalid or unenforceable, the provision shall be construed and applied in a way that comes as close as possible to expressing the intention of the Parties with regard to the provisions and that saves the validity and enforceability of the provision. In the event that any provision or portion of this Agreement is held to be unenforceable or invalid the remaining provisions or portions shall remain in full force and effect.

19. **GOVERNING LAW AND VENUE:** This Agreement and all disputes related to it shall be governed and construed by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply. Any disputes, controversies, or claims related to this Agreement shall be heard in the state or federal courts located in San Francisco, California. The Parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise. The Parties agree that the UN Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

20. **INTEGRATED WRITING:** This Agreement constitutes a final and complete repository of the agreements between Client and Geosyntec. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Modifications to the terms and conditions of this Agreement shall not be binding unless made in writing and agreed to by both Parties. Any written authorization or notice to proceed given by the Client to Geosyntec regarding Services shall be incorporated into the relevant Service Order and shall have the effect of attaching this Agreement to the authorized Services.

21. **NOTICES, SIGNATURES AND AUTHORIZED REPRESENTATIVES:** The following signatories of this Agreement are the authorized representatives of Client and Geosyntec for the execution of this Agreement. Each Service Order shall set forth the name and address of the respective authorized representatives of the Parties for the administration of that Service Order. Any information or notices required or permitted under this Agreement or any Service Order shall be deemed to have been sufficiently given if in writing and delivered to the authorized representative identified in the applicable Service Order. Notice given by mail may also be transmitted electronically at the time of mailing.

IN WITNESS WHEREOF, the Parties hereby consent to the use and enforceability of electronic signatures in the course of their doing business and they have caused this Agreement to be executed by their duly authorized representatives, as follows:

Town of Stevensville, Montana

Geosyntec Consultants, Inc.

By: _____

By: _____

Name:

Name:

Title:

Title:

Date of Signature:

Date of Signature:



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Bob Michalson
Second Person Submitting the Agenda Item:	Geosyntec Consultants, INC
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	02/22/2024
Agenda Topic:	Discussion/Decision: Approval of Service Agreement between the Town of Stevensville and Geosyntec Consultants, INC
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	02/22/2024
Notes:	In the past the Town of Stevensville and the town's water rights attorney, Ross Miller, have worked with Jared Bean with NewFields who conducted the water rights consulting work. Newfields no longer has water rights consulting. Jared Bean has joined Geosyntec Consultants. In order the town to complete our water right Change Applications the town will need to bring someone onto the team with Hydrogeologic experience specific to Montana municipal water right issues.

File Attachments for Item:

d. Discussion/Decision: Consent to the Mayor's Appointment of James Crews to the Planning & Zoning Board



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Bob Michalson
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	02/22/2024
Agenda Topic:	Discussion/Decision: Consent to the Mayor's Appointment of James Crews to the Planning & Zoning Board
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	02/22/2024
Notes:	There are currently vacant positions on the Planning & Zoning Board

**BOARD APPLICATION FORM
STEVENSVILLE, MONTANA**

***Disclosure: any information on this application is available for public view**

Name: James Crews Home Phone: _____

Address: 316 9th St Work/Cell Phone: 406-546-1102

City: Stevensville State: MT Zip: 59870

Email Address: shadowsdolittle@gmail.com

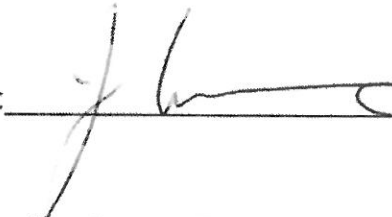
Business or Occupation: Retired

Board or Committee applying for: Planning and Zoning board

✓ Please describe your experience or background which you believe qualifies you for service on this Board or Committee (attached additional sheets if needed):
I have experience as mayor, council member, council president, have served as the Zoning and Flood Pla
Administrator in the past including buidling plan review, business license review and the annexatio

✓ Why do you wish to serve on this Board or Committee?
We have a need for someone to perform this public service and I have the time and nature to do so.

✓ Additional information which you feel is pertinent:
Former experience as Zoning Administrator for the Town of Stevensville.

Signature:  Date: 2-14-24

Return Application to: Town of Stevensville, P.O. Box 30, Stevensville, MT 59870

File Attachments for Item:

e. Informational: Stevensville City Court Annual Report for 2023



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Bob Michalson
Second Person Submitting the Agenda Item:	Judge Maureen O'Connor
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	02/22/2024
Agenda Topic:	Informational: Stevensville City Court Annual Report for 2023
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	02/22/2024
Notes:	A yearly court report is provided to the Town Council by Judge Maureen O'Connor. The 2023 Annual Report is attached to this agenda item.

**IN THE CITY COURT, TOWN OF STEVENSVILLE
RAVALLI COUNTY, STATE OF MONTANA
BEFORE MAUREEN O'CONNOR, CITY JUDGE
206 Buck Street, P.O. Box 30
Stevensville, MT 59870
(406) 777-5271**

To: Mayor and Council

From: Judge O'Connor

Date: February 6, 2024

Re: Annual Court Report, 2023

The following is the annual report for the Stevensville City Court of Record for calendar year 2023.

Between January 1, 2023, through December 31, 2023, ninety-one (91) new criminal cases were filed with the Court. Most criminal filings were traffic. Ordinance violations, DUI, assault (including pfma), child endangerment and theft were among the non-traffic criminal filings. In addition to the above, several petitions to revoke were adjudicated. The Court collected a total of \$14,701.73 in fines and fees and distributed \$859.48 in restitution. The Court received \$2,655.00 in cash bonds as part of the total fines and fees.

Each month, funds are allocated and transferred to the Town Treasurer and County Treasurer in accordance with legal requirements. The Court is completely integrated with the State of Montana court case tracking system and the State's Full Court Enterprise system. Balances in the Court's trust account are reconciled each month with the final report filed with the Supreme Court Administrative Office.

In addition to the new cases cited above, the Court has continued its review of older cases where fines, fees and/or restitution or warrants are outstanding. The Court is in an ongoing process of reviewing the records and determining the appropriate course of action for those matters. This includes but is not limited to summoning individuals back before the Court, initiating contempt proceedings, modifying previous time pay orders, and referring cases to collections among other actions.

The process of review and revision of court forms and documents to ensure compliance with procedural and legal requirements continues as necessary.

Finally, with the purchase of technological equipment from the last budget, the Court was able to conduct several in custody appearances via zoom, cutting down the need for Stevensville Police Department to transport defendants for every appearance.

It is my pleasure to serve the citizens of Stevensville as their Judge. Please do not hesitate to contact the Court if you have additional questions.

Thank you.



Hon. Maureen O'Connor