



**Stevensville Town Council Meeting
Agenda for
THURSDAY, JUNE 09, 2022
7:00 PM
206 Buck Street**

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. Meeting Minutes 05/26/2022
5. Approval of Bi-Weekly Claims
 - a. Claims #17727-#17749
6. Administrative Reports
 - a. Airport
 - b. Building Department
 - c. Finance
 - d. Fire Department
 - e. Police Department
 - f. Public Works
7. Guests
8. Correspondence
9. Public Hearings
10. Unfinished Business
11. New Business
 - a. Discussion/Decision: ILamar Properties LLC, Subdivision Exemption Application
 - b. Discussion/Decision: Purchasing of Police Department Mobile Communication Radios
 - c. Discussion/Decision: Consent to the Mayor's Appointment of Maureen O'Connor as the Town of Stevensville City Judge
 - d. Discussion/Decision: Judicial Compensation for Town of Stevensville City Court Judge Maureen O'Connor
 - e. Discussion/Decision: Resolution No. 505, a Resolution to Establish a Process for Selling Airport Millings
 - f. Discussion/Decision: Resolution No. 506, A Resolution Adopting Infrastructure Access Fees for Water and Sewer Services
 - g. Discussion/Decision: Approval of Special Event Permit for Western Heritage Days
 - h. Discussion/Decision: To Rescind Ordinance 166, an Emergency Ordinance of the Town of Stevensville
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. Meeting Minutes 05/26/2022

Stevensville Town Council Meeting Minutes

for THURSDAY, MAY 26, 2022, 7:00 PM

206 Buck Street, Town Hall

CONDENSED MINUTES

1. Call to Order and Roll Call

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

2. Pledge of Allegiance

3. Public Comments (Public comment from citizens on items that are not on the agenda)

PUBLIC COMMENT

Jim Crews, 316 9th Street. Council, Mayor and citizens. Mr. Crews gave comment about leases at the airport. Mr. Crews read his public comment. Mr. Crews gave comment about the airport board, and their roles with airport leases. Mr. Crews gave comment about contracts in relation to airport leases. The public comment given by Mr. Crews will be added to the minutes of this meeting.

Mayor Gibson: gave comment to Mr. Crews' public comment.

4. Approval of Minutes

a. Town Council Meeting Minutes for May 12, 2022

Mayor Gibson: introduced the meeting minutes for May 12, 2022.

Councilmember Barker: I move to approve town council meeting minutes for May 12, 2022.

Councilmember Wolff: I 2nd.

Mayor Gibson: there is a motion and a 2nd. Council comment?

Councilmember Wolff: page 6 b, discussion with councilmember "Loey" is spelled incorrectly.

Mayor Gibson: council comment? Public comment? Seeing none, Jenelle take the vote

Councilmember Barker: aye.

Councilmember Brown: aye.

Councilmember Michalson: aye.

Councilmember Wolff: aye.

Mayor Gibson: passes 4-0

5. Approval of Bi-Weekly Claims

a. Claims #17707-#17722

Mayor Gibson: introduced the claims, #17707-#17722.

Councilmember Michalson: I make a motion to approve.

Councilmember Barker: 2nd

Mayor Gibson: motion and a 2nd. Council discussion?

Councilmember Michalson: #17717, GoDaddy. I thought that we mentioned that we were getting away from GoDaddy and going with the state site?

Mayor Gibson: yes, we are working with people until we get it worked out with the state, we still have to keep GoDaddy.

Councilmember Michalson: #17719, Fire department iPad, I don't have an issue with the fire department, I have an old invoice for \$64,450 and \$28,000 for eleven computers, laptops for department heads. I am wondering if these are going to the fire department are they replacing?

Pam Sosa, Finance Officer: these are specifically going to the fire department, and they are going to be reimbursed by a grant, those iPads.

Councilmember Michalson: chairs for \$2388.00, how many chairs

Pam Sosa: it was approved for upstairs and it was previously approved in the 20/21 budget.

Mayor Gibson: any further council comment? Public comment? Hearing none, Jenelle please call for the vote.

Councilmember Barker: aye.

Councilmember Brown: aye.

Councilmember Michalson: aye.

Councilmember Wolff: aye.

Mayor Gibson: passes 4-0

6. Administrative Reports

NONE

7. Guests

NONE

8. Correspondence

NONE

9. Public Hearings

NONE

10. Unfinished Business

NONE

11. New Business

a. Discussion/Decision: Consent to the Mayor's Appointment of Jim Tadvick to the Planning & Zoning Board

Mayor Gibson: introduced new business item a, consent to the mayor's appointment of Jim Tadvick to the P&Z Board

Councilmember Michalson: I make a motion to approve and give consent to the appointment of Jim Tadvick to the P&Z Board.

Councilmember Brown: 2nd.

Mayor Gibson: motion and a 2nd. Council comment? Public comment? Hearing none, Jenelle please call for the vote.

Councilmember Barker: aye.

Councilmember Brown: aye.

Councilmember Michalson: aye.

Councilmember Wolff: aye.

Mayor Gibson: passes 4-0

b. Discussion/Decision: Establishing a Brand for the Stevensville Airport

Mayor Gibson: introduced new business item b.

Councilmember Michalson: I make a motion to establish a brand.

Councilmember Wolff: 2nd.

Mayor Gibson: motion and a 2nd. Before I go to public comment, can I have consent from the council to have Tim present. Thank you.

Tim Smead, Airport Manager: gave comment on new business item b. Community outreach and a business plan for the airport. Looking at a fresh year. I would like to get this going before school is let out. I want to get the kids and the community involved. I have started a Facebook page for the airport, good marketing.

Mayor Gibson: thank you, discussion from the council? Public comment? Seeing none, Jenelle call for the vote.

Councilmember Barker: aye.

Councilmember Brown: aye.

Councilmember Michalson: aye.

Councilmember Wolff: aye.

Mayor Gibson: passes 4-0.

c. Discussion/Decision: The Sale of Airport Millings, Establishing Price/Value, and the Process

Mayor Gibson:

Councilmember Michalson: I make a motion.

Councilmember Barker: 2nd.

Mayor Gibson: motion and a 2nd. Do I have permission from the council to let Tim speak to this agenda item?

Councilmember Michalson: sure.

Tim Smead, Airport Manager: presented to the council how the federal guidelines. MCA 67, and how this code is specific to FAA and the sale of millings. Grant and AIP funding play into policies and procedures. What you are lacking is policy and procedures. I am given the authority to work with these things, if you want to establish policy and procedures, please do. I am getting tired of it. Please let me know what my job is, please use the FAA standards to set policies.

Mayor Gibson: go to public comment and then come back to the council if they have more questions.

PUBLIC COMMENT

Jim Crews: gave comment to the airport board, airport manager in regards to new business item c. Cited MCA and Town Codes. If you have not read the airport manager position, review it. This public comment will be added to the minutes of this meeting.

Nancy Lowell, 211 Church Street: gave public comment. I would just like to say that Tom Brown that was on the airport board, there were policy and procedures to follow. I don't think that any one has explained the process, you do have to follow the procedures. We made sure that we kept in close contact with the FAA. We worked within our budget.

Craig Thomas, airport board chair: the town does not own the millings, they belong to the airport. We paid fair market value for it, it was not paid for by the town, it was paid for by the FAA. Tim could you please read 67-22? I think that is what I have to address at this time, we have struggled through this for a long time. We are under extreme timelines with the FAA.

Jim Crews: Craig is right, we the town did pay the airport for the millings. The millings belong to the airport, if you are going to sell the millings there needs to be a process.

Mayor Gibson: any further public comment? Seeing none, I will ask how the council would like to proceed. You do have an options, if you do want to at a later meeting you could have a resolution. It was put on the agenda as a decision item it appears to me if the council would like to pursue changes it is up to you. There are some timelines, so what do you want to do. Councilmember Barker?

Councilmember Barker: we are hearing all of this about who owns what. I am a citizen and I pay taxes. There are so many unanswered questions who has property. We don't have policies, I think that the council needs to sit down with the airport board or directors to see what they are looking for we don't know this the manuals are so big, I think that we need to figure it out as a council like a COW meeting, so that we have a better understanding of what is up there.

Mayor Gibson: do you have any other questions for Tim?

Councilmember Barker: it just seems like not knowing the correct policy or procedures put in front of us as a newer council it would be nice to know.

Councilmember Wolff: I agree with Stacie, I think that this is premature to make a decision tonight. I would like to meet with Tim, he has all of the information. I have a letter from the FAA stating that the millings belong to the airport and the sale of the millings. We need to think this through, so I would like to hear from Tim tonight on what has been discussed.

Councilmember Michalson: I have listened to both sides tonight and there is no doubt that the airport is owned by the town and its citizens. The airport is under the direct control of the town council and the Stevensville Airport Board, the manager of the airport is under the supervisor of the mayor as all town employees are. The bottom line that I am seeing is all surplused material needs to be reviewed by the town council, I can't believe that we can give the airport board or any board powers that are not granted to them by the state of Montana. We cannot let you guys go rouge. I will be danged if I am going to give up authority because the FAA. I don't think the FAA cares how it is sold. If you leave the town council out of this and do it on your own, what is to say that the FAA grant money could go to the public safety, what is to say that they want to sell a car, it has to be even across the board. I would propose that we should not sell any more millings until we get this figured out. I don't think that the town of Stevensville should be granting the sale of millings, in the past they always had to come in front of the council. Thank you.

Mayor Gibson: thank you councilman. So, how do you wish to proceed, and again it is your decision. It sounds like you want to follow up with this possibly approve a resolution. Is there a motion to table this, I would entertain that.

Councilmember Michalson: I would like to table this until we get more information from Tim Smead.

Councilmember Barker: 2nd.

Mayor Gibson: how would you like to proceed? Any public comment to table? Seeing none, any further discussion?

Craig Thomas: you stated that you pay the taxes for the airport? We do not get any tax money from the city or the county. That was by a vote in Ravalli in October of 1980.

Jim Crews: I think that the airport board chairman and the airport manager come up with a value for these millings. A resolution be written to the process of selling the millings.

Mayor Gibson: we have a motion and a 2nd to table. No further discussion on that , Jenelle could you please take a vote to table.

Councilmember Barker: aye.

Councilmember Brown: aye.

Councilmember Michalson: aye.

Councilmember Wolff: aye.

Mayor Gibson: 4-0 to table new business item c. you can't meet with Mr. Smead that would be a quorum. Councilmember Michalson?

Councilmember Michalson: I would propose that if he puts it forward with the value and how that is going to get to town hall and then that comes to the council for review and decision.

Councilmember Wolff: Mayor, I really what to hear from Tim tonight.

Mayor Gibson: I think that you have tabled this. In my opinion it is up to you, Mr. Smead can provide that information to us and go with a Resolution. I will request that information from Mr. Smead and provide it at the next meeting.

12. Executive Report

Mayor Gibson: don't have to much, I do want to, next council meeting is going to be a little busy. Hopefully you saw website regarding the horrible event in Texas. These are strange times for all of us people I am not going to talk politically on what is the problem, but I encourage us all to take the time to hug our kids and grandchildren our friends and families, people are suffering out there, give support as a community, this could happen anywhere. I think that this was a town, Pam correct me if I am wrong, a town of 11,000 people.

13. Town Council Comments

Councilmember Michalson: I would like to thank our city crew I walk the path every day, it took them two days to do it, cemeteries. It looks good.

Councilmember Barker: I just have a question from citizens about the three large trees removed off of College Street. It came before the council in June to remove trees, and I am wondering why it did not. I don't think that people understand, recited town code. For clarity, I want to know why. Airport gate, locking people out? Many have concerns that we are blocking the public out. Another concern is the bulb outs on Main Street, who is responsible to care for those. I have seen that some have been cleaned out, is this something that we bring forth to

the Park Board? Last thing, we have enough people to have a Park Board Meeting. It is just getting everyone together, preferable 6 or 6:30.

Mayor Gibson: let me start, you all received an email from our public works director about that tree and it had been identified as diseased, I think that there is a difference between a new tree and a tree that causes a hazard. This is my opinion, I am going to contact our insurance agent, MMIA and review it with the attorney, here is my concern. If we had a major windstorm tonight and there are trees hanging, in order to have council approval we would have to at least have three days to notify the public to have a meeting. There was an MMIA claim some time ago, I think that it was over on College Street, and the tree was diseased, and it fell on a car. I think that we have two different things here, on the trees I will get back to you because I think that it is important to talk with our insurance company about the liability. The towns public works people have identified trees that were diseased that needed to be pruned this tree was paid for by private owner. they had talked to the town about this tree being diseased, I received a text message on Sunday from somebody that the tree was cut down, I drove over there and if you look at the middle of the tree it is rotten it was a hazard. I will get back to you. as far as the airport gate, and Tim correct me if I am wrong, and this came to me in another meeting I had today, there has been a gate put up but it will not be locked.

Tim Smead, Airport Manager: because it is a public use airport FAA states that we can lock it.

Mayor Gibson: so they will have access. As far as these little corners with flowers and weeds, and thank you Mr. Michalson, yes, they have sprayed the parks and both cemeteries. We have had one staff person so far, Colette that has been out pulling weeds, I plan on helping next week, anyone that wants to help. It is not just spot spraying; they look pretty nice and they have looked pretty bad for a long time. Yes, Colette has been out there on her own, pulling weeds.

Councilmember Barker: Park Board Meeting, need to set a time and date for the Park Board meeting. I know that there are several things that they are working on, Father Ravalli Park, tables, Creamery Park picnic tables. Minutes from the last meetings to bring the board up to speed.

Jenelle Berthoud, Town Clerk: would you like to propose a date tonight so that I can work on it?

Councilmember Barker: what are the dates that were proposed?

Jenelle Berthoud: right before the new year they were proposing on a month that had 5 Wednesdays or 5 Tuesdays. It turns out to be like every three months.

Councilmember Barker: lets propose the third Monday of a month.

Mayor Gibson: regarding all boards, I think we have an opening on the Airport Board, I think there is still an opening on the Park Board. P&Z Board, our chair is moving north to Alaska, Jim Tadvick replaced Jim Sayer and we will need a replacement for Leanna. If you know of anyone, please let us know.

14. Board Reports

NONE

15. Adjournment

APPROVE:

ATTEST:

Steve Gibson, Mayor

Jenelle S. Berthoud, Town Clerk

Public Comment Regarding Airport Leases

By

Jim Crews 316 9th St., Stevensville Montana 59870

I will premise this with the fact that I am not an attorney, have no intention of providing legal guidance or advice, I am just a private American Citizen that can read. Perhaps I am misreading the words that have been lain down by the State Legislature and the Stevensville Town Council, but it is the way I see it, so consider it just the opinion of a taxpayer that has a small amount of ability to read and understand what has been written.

Airport Leases

Regarding the leasing of property at the airport and who can authorize or sign a lease, and set rates for leases.

I think if you will review § 7-8-4201 MCA as follows:

7-8-4201. Disposal or lease of municipal property -- election. (1) Subject to the provisions of subsection (2), the city or town council may sell, dispose of, donate, or lease any property belonging to the city or town.

(2) (a) Except for property described in subsection (3), the lease, donation, or transfer must be made by an ordinance or resolution passed by a two-thirds vote of all members of the council.

(3) If a city or town owns property containing a historically significant building or monument, the city or town may sell or give the property to nonprofit organizations or groups that agree to restore or preserve the property. The contract for the transfer of the property must contain a provision that:

(a) requires the property to be preserved in its present or restored state upon any subsequent transfer; and

(b) provides for the reversion of the property to the city or town for noncompliance with conditions attached to the transfer.

With the above in mind, please note that § 7-8-4201 (1) MCA states that the **“town council”** may sell, dispose of, donate, or lease any property belonging to the city or town.

That does not say that a town employee, the mayor or anyone else has the authority to set a lease rate, set a term for a lease or execute a lease or sell anything belonging to the town.

Leasing or selling of town property requires a council vote. This is a safeguard to protect the property of the Citizens of this town.

As for an ordinance as referenced in 7-8-4201 (2)(a) please refer to the Stevensville Municipal Code (SMC)

Sec. 3-34. - Duties of airport board.

The Stevensville Airport Board shall provide recommendations to the town council as pertains to development, operation and maintenance of the airport. Specifically, the board shall:

(2) Recommend to the town council rates, fees, charges and assessments based upon the capital needs of the airport;

(3) Review and recommend to the town council approval or denial of all construction and development projects, including hanger construction and leases at the airport;

That means that the Town Council considers all lease rates, lengths of leases and approves or disapproves all leases for the Stevensville Airport.

§ 2-59 SMC

Sec. 2-59. - Contracts. The council has power to make any and all contracts necessary to carry into effect the powers granted by state law, and to provide for the manner of executing the same.

How can anyone other than the council be authorized to set lease rates or to consummate or sign a lease obligating the Town of Stevensville without Council consent via an open council meeting.

The Airport Manager, the Airport Board nor the Mayor are authorized or empowered to set any rates regarding the lease of any property at the airport. The Airport Manager, the Airport Board and the Mayor may advise the Council as a proper course of action but are not empowered to take the action.

By allowing an employee of the town without proper authority to assign a lease rate, term and signing a lease without proper authorization the Constitutionally guaranteed rights of the Citizens of this town under the Constitution of the State of Montana may have been violated. Specifically, Article II, Section 8, Right of participation and Section 9, Right to know.

It is the Town Council that has the authority to lease Town Property, of which the Stevensville Airport is Town Property. It is owned by the Town of Stevensville; it is incorporated by annexation as part of the Town of Stevensville.

It should be understood by the Town Council that all proceeds gained from the properties leased by the Town of Stevensville at the Stevensville Airport are to be collected and then transferred into the Airport Fund which ought to occur via a Resolution of the Council.

Point to note: According to Black's Law Dictionary 6th Edition page 889, A lease is a contract for exclusive possession of lands, tenements or hereditaments for live, for term of years, at will, or for any interest less than that of the lessor, usually for a specified rent or compensation.

Contract wherein one lets to the other a certain space, property or building for a specified unit of time....

Public Comment Regarding the sale of Airport Millings

By

Jim Crews 316 9th St., Stevensville Montana 59870

I will premise this with the fact that I am not an attorney, have no intention of providing legal guidance or advice, I am just a private American Citizen that can read. Perhaps I am misreading the words that have been lain down by the State Legislature and the Stevensville Town Council, but it is the way I see it, so consider it just the opinion of a taxpayer that has a small amount of ability to read and understand what has been written.

The Sale of Millings at the Airport

The recovered asphalt millings that were retained by the Airport as a result of the various projects belong to the Town of Stevensville Airport, which belongs to the Town of Stevensville and the Citizens of the Town.

There is no question as to the ownership. The airport is owned by the Town of Stevensville and is under direct control of the Stevensville Town Council with the advice of the Stevensville Airport Advisory Board.

The Manager of the Airport is a town employee who answers to the Mayor of the Town of Stevensville and who also makes reports to the Town Council, the legislative authority of the Town of Stevensville. The Airport Manager is not an Officer of the Town as referenced in Article IV, Section 2 of the Stevensville Municipal Code.

The Airport Manager as part of his duties is to act as a liaison between the FAA and Montana Aeronautics, and is to attend Council meetings, public hearings and is to present a monthly report to the Airport Board and the Town Council.

The Airport Manager, the Airport Board nor the Mayor are authorized nor empowered to set any rates regarding the sale of surplus materials at the airport. The Airport Manager, the Airport Board and the Mayor may advise the Council as a proper course of action but are not empowered to take the action.

Any surplus or salvage materials should have a value assigned as recommended by the Town of Stevensville Airport Board, then reviewed for approval or disapproval as to the value by the Town Council. The condition of the surplus material sale should then be specified by a resolution of the Council so that there is a:

- Method of determining a monetary value vs. volume of material
- The appropriate contact person in order to make the purchase
- The method of payment to the town
- When proceeds are realized and collected by the town a resolution should be created and put before the Town Council in order to transfer funds to the Airport Fund.

One thing to keep in mind during these considerations is the fact that the Town of Stevensville government is a Weak Mayoral form of government. The Council has the authority in the Town of Stevensville, the Mayor simply has a vote to break a tie and participate in the meeting, it is the Town Council that has the authority.

File Attachments for Item:

a. Claims #17727-#17749

06/07/22
08:12:02

TOWN OF STEVENSVILLE
Claim Details by Posted Date
For Claims from 06/01/22 to 06/07/22

Page: 1 of 4
Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
17727		1436 Maureen M. O'Connor	1,500.00					
		Monthly Compensation \$1500.00						
1	06/01/22	Monthly Compensation	1,500.00			1000 410360	350	101000
17728		1758 Ramona Vance	1,000.00					
1	June 06/01/22	Police Office Lease June	1,000.00			1000 420100	530	101000
17729		1790 Taz Properties	300.00					
1	May22 06/01/22	Rent- May	300.00			5610 430300	530	101000
17730		1735 Secure Warrant	900.00					
		Secure Warrant Annual Subscription						
1	220 06/01/22	PD- Annual subscription	900.00			1000 420100	331	101000
17731		1634 AXON ENTERPRISES, INC.	1,070.04					
		PD- Equipment						
1	0000075971 05/18/22	PD- Live smart cartridge (436.20			1000 420100	212	101000
2	0000075971 05/18/22	PD- Tactical performance m	633.84			1000 420100	212	101000
17732		1841 Overstreet Law Group	5,250.00					
		General Matters/ Prosecution/ Airport						
1	May22 06/01/22	Town Legal Services	3,690.00			1000 411100	350	101000
2	May22 06/01/22	Prosecuting Atty Services	855.00			1000 410364	350	101000
3	May22 06/01/22	Legal Services-Council	270.00			1000 410200	352	101000
4	May22 06/01/22	Legal Services-Airport	435.00			5610 430300	350	101000
17733		33 NORTHWESTERN ENERGY	11,520.58					
1	May 22 06/01/22	Spec lighting #3	236.72			2430 430263	340	101000
2	May 22 06/01/22	206 Buck 90% TH Facility	475.08			1000 411201	340	101000
3	May 22 06/01/22	206 Buck 10% Bldg Dept	52.79			2394 420531	340	101000
4	May 22 06/01/22	Peterson Add'n lighting	176.08			2420 430263	340	101000
5	May 22 06/01/22	Dayton Add'n lighting	242.09			2410 430263	340	101000
6	May 22 06/01/22	Maplewood Cemetery	10.03			1000 430900	340	101000
7	May 22 06/01/22	Main St seasonal lighting	6.00			1000 430263	340	101000
8	May 22 06/01/22	Orig Town street lights	231.17			1000 430263	340	101000
9	May 22 06/01/22	ESH - 5th St. lights	417.50			1000 430263	340	101000
10	May 22 06/01/22	5th St - Lange Park lights	33.28			1000 430263	340	101000
11	May 22 06/01/22	Add'l Town lighting	151.62			1000 430263	340	101000
12	May 22 06/01/22	NW LDS parking lot	6.00			2430 430263	340	101000
13	May 22 06/01/22	MBF H20 plant	103.41			5210 430520	340	101000
14	May 22 06/01/22	102 Main St pump #1	72.66			5210 430520	340	101000
15	May 22 06/01/22	Riverside Cemetery IRR	45.20			1000 430900	340	101000
16	May 22 06/01/22	Maplewood Cemetery	45.20			1000 430900	340	101000
17	May 22 06/01/22	Sewer lift station W. Central	11.14			5310 430620	340	101000

06/07/22
08:12:02

TOWN OF STEVENSVILLE
Claim Details by Posted Date
For Claims from 06/01/22 to 06/07/22

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Report ID: AP100

* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
18	May 22	06/01/22	Sewer trtmnt plant	3,372.58		5310 430620	340	101000
19	May 22	06/01/22	Truck garage South	93.25		1000 430100	340	101000
20	May 22	06/01/22	L&C Yard Light	10.03		1000 460430	340	101000
21	May 22	06/01/22	L&C Park Irrigation 5hp IRR	45.43		1000 460430	340	101000
22	May 22	06/01/22	L&C Park Parking Lot	6.00		1000 460430	340	101000
23	May 22	06/01/22	L&C Park Restrooms/Field light	40.54		1000 460430	340	101000
24	May 22	06/01/22	214 Buck St. - H2O 25%	17.54		5210 430520	340	101000
25	May 22	06/01/22	214 Buck St. - Sewer 25%	17.54		5310 430620	340	101000
26	May 22	06/01/22	214 Buck St. - PD 50%	35.07		1000 420100	340	101000
27	May 22	06/01/22	3rd & Park	12.04		1000 430263	340	101000
28	May 22	06/01/22	421 Airport Rd - SRE 50%	85.06		5610 430300	340	101000
29	May 22	06/01/22	421 Airport Rd - FD 50%	85.06		1000 420422	340	101000
30	May 22	06/01/22	Pool	43.84		1000 460445	340	101000
31	May 22	06/01/22	MBF Well Field	4,179.24		5210 430520	340	101000
32	May 22	06/01/22	MBF booster station	117.97		5210 430520	340	101000
33	May 22	06/01/22	Creamery Park (223 Main)	45.63		1000 460430	340	101000
34	May 22	06/01/22	102 Main Street D-PD	39.80		1000 420100	340	101000
35	May 22	06/01/22	Dickerson Park	6.31		1000 460430	340	101000
36	May 22	06/01/22	Water 157 Sewer Works Rd Depot	3.47		5210 430520	340	101000
37	May 22	06/01/22	Sewer 157 Sewer Works Rd Depot	3.47		5310 430620	340	101000
38	May 22	06/01/22	Streets 157 Sewer Works Rd Dep	3.47		1000 430200	340	101000
39	May 22	06/01/22	Crksde Mdws Lighting Dist #4 1	242.25		2440 430263	340	101000
40	May 22	06/01/22	Crksde Mdws Lighting Dist #4 2	130.54		2440 430263	340	101000
41	May 22	06/01/22	Stevensville Cutoff Rd Path	6.00		1000 430263	340	101000
42	May 22	06/01/22	Twin Creeks Dist #5	415.96		2450 430263	340	101000
43	May 22	06/01/22	300 Main St seasonal lighting	6.00		1000 430263	340	101000
44	May 22	06/01/22	206 Buck Fire Dept Lighting	140.52		1000 411201	340	101000
17734	E	852 CENEX FLEETCARD		2,347.77				
Fuel for Town departments								
1	240268CL	05/27/22	Fuel for Police	573.11		1000 420100	231	101000
2	240268CL	05/27/22	Fuel for Fire Dept	516.71		1000 420460	231	101000
3	240268CL	05/27/22	Fuel for Public Works	1,159.32		1000 430100	231	101000
4	240268CL	05/27/22	Fuel for Airport	98.63		5610 430300	231	101000
17735		1754 Construct Montana, LLC		278.40				
May Invoice for Permit fees for Inspection/Consultation (80%) Permit Fees for Plan Review (20%)								
1	1051	06/03/22	Building Inspections	278.40		2394 420531	350	101000
2	1051	06/03/22	Plan Review	0.00		2394 420531	350	101000

* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
17736		285 BITTERROOT TREE SERVICE	5,000.00					
		Previously approved by former council						
1	763322	05/24/22 P- Hazard tree mitigation	5,000.00			1000 460437	365	101000
17737		295 BITTERROOT TURF FARM	112.50					
1	220253	05/26/22 C- Sod for winter burials	112.50			1000 430900	220	101000
17738		74 STEVENSVILLE RURAL FIRE DISTRICT	36.80					
1	114	05/18/22 FD- Meal split (training)	36.80			1000 420410	229	101000
17739		1868 Christina Corsa	898.00					
		EMT training course						
1	03/26/22	FD- EMT training course	898.00			2230 420730	380	101000
17740		1702 DE Lage Landen Finance Services,	51.02					
		Printer Lease May 2022						
1	76448760	05/21/22 Printer Lease	51.02			1000 410360	320	101000
17741		348 Snow Mountain Electric	2,366.19					
		Power Pole replacement/Repair 3rd Street and Main						
1	3489	05/17/22 Repair/Replace Electrical repa	1,653.69			1000 430200	360	101000
2	3489	05/17/22 Labor hours (x2)	712.50			1000 430200	360	101000
17742		1716 Quadiant Leaseing USA, Inc	134.10					
		Postage Machine Lease						
1	04/21/22	C-Postage Mach Lease	19.15			1000 410360	311	101000
2	04/21/22	Admin-Postage Mach Lease	38.30			1000 410550	311	101000
3	04/21/22	PD-Postage Mach Lease	6.83			1000 420100	311	101000
4	04/21/22	FD_Postage Mach Lease	9.57			1000 420410	311	101000
5	04/21/22	W-Postage Mach Lease	25.34			5210 430510	311	101000
6	04/21/22	WW-Postage Mach Lease	25.34			5310 430610	311	101000
7	04/21/22	A-Postage Mach Lease	9.57			5610 430300	311	101000
17743		1744 MMIA-Liability Program	86.00					
		Insurance payment						
1	DR1005263	05/31/22 S- Insurance Payment	86.00			5310 430610	510	101000
17744		6 Eastside Ace Hardware	6.78					
		Water line distribution parts						
1	20838/2	05/04/22 W- distribution parts	6.78			5210 430550	230	101000

* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
17745		1849 StoryBrook Medicine	489.47					
		Firefighter yearly physicals						
1	1720523798	04/26/22 FD- Yearly FF physicals	489.47			1000 420410	351	101000
17747		1869 Grizzly Broadband	90.00					
		Airport Office Internet						
1	164067	06/01/22 A- Office Internet	90.00			5610 430300	340	101000
17748		1061 WESTERN BUILDING CENTER	159.99					
		Paint for Pool Building						
1	05/26/22	Pool- Paint for building	159.99			1000 460445	230	101000
17749		34 STEVENSVILLE HARDWARE AND RENTAL	1,432.96					
1	05/11/22	Pool- Painting supplies	20.17			1000 460445	230	101000
2	05/17/22	Park- Supplies (lawn, gates)	349.69			1000 460430	220	101000
3	05/13/22	FD- bar clamp	49.98			1000 420421	230	101000
4	05/12/22	PK- Water & Sewer supplies	681.33			1000 460430	230	101000
5	05/12/22	Pool- Repairs	98.88			1000 460445	230	101000
6	05/12/22	Pk- Bike path supplies	18.41			1000 460430	230	101000
7	05/11/22	Pk - equipment rental	214.50			1000 460430	220	101000
# of Claims			22	Total:		35,030.60		

Total Electronic Claims 2,347.77 Total Non-Electronic Claims 32682.83

** This report runs by Claim Posted Date, which is a system generated field that always shows the date on which the Claim was actually posted in the system. If a Claim was cancelled and re-posted, the posted date will show as of the date it was re-posted. **

File Attachments for Item:

b. Building Department

MONTHLY REPORT
Building Department
MAY 2022

<u>Permits Issued</u>	<u>Fees Collected</u>
<u>Building</u> (2 permits)	
1. NSFR	\$0
2. New Commercial Building	\$0
3. Renovation/Remodel	\$50.00
4. Demo	\$50.00
<u>Electrical</u> (1 permits)	
1. NSFR	\$0
2. New Commercial Building	\$0
3. Renovation/Remodel	\$60.00
4. Demo	\$0
<u>Mechanical</u> (1 permits)	
1. NSFR	\$110.00
2. New Commercial Building	\$0
3. Renovation/Remodel	\$0
4. Demo	\$0
<u>Plumbing</u> (2 permits)	
1. NSFR	\$0
2. New Commercial Building	\$43.00
3. Renovation/Remodel	\$35.00
4. Demo	\$0
Total permits issued: 6	Total fees collected: \$348.00
<u>Activities</u>	
<ol style="list-style-type: none"> 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>	
<ol style="list-style-type: none"> 1. Continued exploration of best ways to universally digitize records and day to day functions to be accessible across pertinent staff for greater efficiency. 	

Prepared by Jenelle Berthoud, Town Clerk

File Attachments for Item:

d. Fire Department



STEVENSVILLE FIRE DEPARTMENT

206 BUCK STREET

Activity Report – May 2022

Calls for the Month of May: 45

Calls for Stevensville Town: 22

Calls for Stevensville Rural: 22

Mutual Aid: 1

Medical Response: 38

Fire Calls: 6

Motor Vehicle Crash: 1

Total Calls: 45

Calls for the Year to Date: 238

Calls for Stevensville Town: 101

Calls for Stevensville Rural: 129

Mutual Aid: 8

Missed call: 0

Medical Response: 196

Fire Calls: 34

Motor Vehicle Crash: 8

Total Calls: 238

File Attachments for Item:

e. Police Department

**TOWN OF STEVENSVILLE
POLICE DEPARTMENT ACTIVITY REPORT**

May 2022

MONTHLY REPORT: March 2022 - Police Activity Report

Officers engaged in 2 arrest and three traffic citations for the month of May. We began covering Stevensville 24/7 in the month of January with on call officers to supplement coverage. We are now capturing all incidents and crime data for the town, which will allow us to develop crime reduction approaches based on 24/7 data. Officer Colten Wortman is currently at the academy and is more than half way completed.

PROACTIVE POLICING, CALLS FOR SERVICE, and Investigations: Call for Service tallies do not include traffic citations, Traffic Warnings, Vacation Checks, Extra Patrols or Agency Assists

PERSONNEL WORKLOAD	1/22	2/22	3/22	4/22	5/22	6/22	7/22	8/22	9/22	10/22	11/22	12/22	Total
PATROL													
Arrests	1	0	6	2	2								11
Traffic Citations	2	7	4	4	3								20
Traffic Warnings	25	25	18	14	15								97
Calls for Service 2021	55	59	63	76	58	95	72	103	83	50	34	36	784
Calls for Service	59	66	69	48	60								302
INVESTIGATIONS													
Robbery/Homicide 2021	0	0	0	0	0	0	0	0	0	0	0	0	0
Robbery/Homicide	0	0	0	0	0								0
Assault 2021	0	0	0	1	1	1	2	1	1	1	0	0	8
Assault	0	1	0	0	1								2
Sex Crime 2021	0	0	0	0	0	0	0	0	0	0	0	0	0
Sex Crime	0	0	2	0	0								2
Burglary/Theft 2021	2	2	1	1	1	2	1	2	4	0	2	1	19
Burglary/Theft	4	0	4	2	2								12
Crim Mischief 2021	1	0	0	0	0	0	3	1	0	0	0	0	6
Crim Mischief	3	1	1	0	1								6
Fraud 2021	2	0	2	0	0	0	1	0	1	1	1	1	9
Fraud	0	0	0	0	1								1
Suspicious Incident 2021	0	0	3	3	1	6	3	1	7	6	0	2	32
Suspicious Incident	4	3	5	1	3								16
Disturbance 2021	2	2	6	5	2	2	10	5	3	1	1	3	42
Disturbance	4	6	3	3	4								20
Found Property 2021	0	0	1	0	1	2	1	1	0	0	0	1	7
Found Property	0	0	1	0	1								2
Traffic Hazard 2020	2	0	1	0	0	2	3	0	1	0	1	0	10
Traffic Hazard	0	0	0	0	2								2
Traffic Accidents 2020	0	0	0	0	2	1	3	4	2	1	0	0	13
Traffic Accident	0	0	3	2	3								8
Vacation Checks 2020	0	0	0	0	0	4	10	2	1	2	0	0	19
Vacation Checks	0	0	1	0	0								1
SPD AGENCY ASSISTS													
Ravalli County S.O	4	6	8	6	6								30

File Attachments for Item:

f. Public Works

**TOWN OF STEVENSVILLE
PUBLIC WORKS ACTIVITY REPORT
March, 2022**

UTILITIES REPORT

Water Production

	<i>This Month</i>	<i>Last Month</i>
<i>Gallons Produced</i>	21,362,000	17,336,000

- 💧 Total Metered/Unmetered Usage 8,250,000
- 💧 Monthly, weekly and Annual reports to the state
- 💧 Monthly Meter Readings
- 💧 Unread Meters: 128
- 💧 8 non functioning meters replaced
- 💧 Satisfied Permit reporting and testing requirements

Waste Water Treatment

	<i>This Month</i>	<i>Last Month</i>
<i>Gallons Treated</i>	5,872,652	5,030,427

- 💧 State Reports and EPA, weekly monthly and Annual samples taken and reports submitted.
- 💧 Polymer press running, 50,000 gal sludge produced
- 💧 Satisfied Permit reporting, testing and regulatory requirements

○

OTHER

- 💧 Preemptive Sanitary Sewer Jetting in all Grids
- 💧 Meter reads and billing cycle
- 💧 Power pole at 3rd and Main blown over in wind storm, pole replaced by NW Energy, Snow Mountain Electric installed switch gear, pole is functional. Scheduled with MR Asphalt to repair cutout
- 💧 Preemptive jetting of ground water diversions from Spring to College
- 💧 Street maintenance, potholes, sign installation and replacement
- 💧 Started street sweeping, Main Street schedule weekly early Friday mornings
- 💧 Garbage removal all grids
- 💧 Rebuilt both stages for special events finished
- 💧 Operation of parks and rest rooms begun, dealing with vandalism as soon as opening
- 💧 Tree maintenance at Father Ravalli Park
- 💧 Water and Waste plants rounds
- 💧 Cleaned up cemeteries post winter, sod at Riverside
- 💧 Bike path and Veterans irrigation repair
- 💧 Weed treatment all Town properties

- 💧 Started splash pad project, tied in water and wastewater into Town mains, ditched for power
- 💧 Trouble calls
- 💧 Installation of new play structure at Father Ravalli finished
- 💧 Utility Locates
- 💧 Pool filled, all equipment functional, pool crew cleaning and getting ready for inspection
- 💧 2 3rd party contractor locates
- 💧 Meter replacements
- 💧 Hazard tree inspection and mitigation
- 💧 Flower pots and Main Street gardens
- 💧 Vehicle Maintenance
- 💧 Park building maintenance
- 💧 Sent AB blower out for rebuild
- 💧 Meetings with Mayor and developers and water rights attorney
- 💧 Water distribution system repairs and improvements
- 💧 Trouble Calls
- 💧 Cemetery locates and 2 burials

File Attachments for Item:

- a. Discussion/Decision: ILamar Properties LLC, Subdivision Exemption Application

received
5-11-22
12:23pm

Subdivision Exemption Application

1. Landowner/Consultant

Landowner Name: ILamar Properties LLC Daytime Phone: 406-360-0750

Mailing Address: P.O. Box 1032

City: Corvallis State: Montana Zip Code: 59828

Email: jmjconstructionltd@msn.com

Consultant Name: PCI Daytime Phone: 406-728-1880

Mailing Address: P.O. Box 1750

City: Missoula State: Montana Zip Code: 59806

Email: jeffc@pcimontana.com

2. Landowner Signatures (Boundary Line Relocations; all landowners must

sign) Full Name: Jeff Jessop Signature: 

Name: Jeff Jessop Signature: _____

3. Type of Exemption Requested (Please check all that apply)

- Boundary Line Relocation Family Transfer
 Agricultural Parcel Mortgage Security
 Utility Site

Please see Ex. A.

4. Property Description (Include all that apply)

County Tax ID Number (Parcel Number): 200600, 200700

Certificate of Survey Number: _____ Tract/Parcel: _____

Subdivision Name/Amended Plat Number: Portion of the Townsite of Stevensville
Tract/Parcel: See attached Ex. B

Legal Description: Section Portions of Sec. 26 & 27 Township 9N Range 20W

5. Prior Use of Subdivision Exemptions

(If none, leave section blank.)

Tax ID/Parcel Number or Property Description etc.)	Exemption Used	Parcel Disposition (Sold, retain ownership, etc.)
--	----------------	---

6. Attachments

a) **Property Diagram:** Please find an 8 1/2" x 11" copy of the Certificate of Survey or Subdivision Plat/Amended Plat that clearly shows the existing boundary of the subject property(ies) and the proposed new configuration(s). The existing boundary is shown with a dashed line and the new boundary with a solid line, and label boundary lines as "existing" and "proposed."

Please See Ex. C

b) **Subdivision Evasion Criteria:** The applicant has attached written responses to the general Subdivision Evasion Criteria from the Montana Code Annotated and the specific evasion criteria applicable to the applicant's exemption request.

Please See Ex. A

7. Fee

Montana Code Annotated § 76-3-207 allows a local government to establish a reasonable fee of up to \$200 for review of a request to use an exemption from subdivision review. No such code could be found in the town development code. However, the applicant has included a payment in the amount of \$200 for review of this exemption request.

Please see Ex. A.

Applicant's Signature: 

Applicant's Printed Name: Jeff Jessop

Date: 5-11-2022

Exhibit A – Application for Exemption from Subdivision Review

Section 3 of the application for use of an exemption asks for the type of exemption requested. In this case the applicant is requesting to aggregate lots without subdivision review:

. . . unless the method of disposition is adopted for the purpose of evading this chapter [subdivision review], the following divisions or aggregations of tracts of record of any size, regardless of the resulting size of any lot created by the division or aggregation, are not subdivisions under this chapter but are subject to the surveying requirements of 76-3-401 for divisions or aggregations of land other than subdivisions. . .

Mont. Code Ann. § 76-3-207(1)(f)

Any number of lots within a platted subdivision may be aggregated if “the boundaries of the original parcels have been eliminated and the boundaries of a larger aggregate parcel are established.” Mont. Code Ann. § 76-3-207(1)(f). This allows the aggregation of more than five lots if the result is aggregation of all lots into one lot.

Exhibit B is attached to provide the detailed property description of the parcels that make up this portion of the Townsite of Stevensville. Exhibit C is the diagram of the parcel showing the existing lots and indicating the existing boundaries by dashed lines and the new boundaries by a solid line.

Finally, addressing the criteria for exemption from subdivision review, an aggregation is fairly simple to approve because it does not create additional lots. Further, the proposed use of the Townhome Exemption on this lot, is exempt from subdivision review as well. “It is clear that a division of land that was specifically exempt from subdivision review under the Subdivision Act was divided “in compliance with” the Act.” *Shults v. Liberty Cove, Inc.*, 2006 MT 247, ¶ 22, 334 Mont. 70, 76, 146 P.3d 710, 713–14. The exempt aggregation of boundaries is not an intent to evade subdivision review because the resulting single lot will be exempt from subdivision review as a Townhome development.

Please place this on the next town council agenda for review by the town. I would remind you that this does not require a public hearing. It allows the town to

review exemptions. Your development code does not have an adopted procedure. However, this is the easiest exemption because no new parcels are created.

Please let me know the date that this will be considered by the town council.

EXHIBIT 6

PARCEL 1:

Lots 1, 2, 3, 4, 17, 18, 19 and 20, Block 10, Original Townsite of Stevensville, Ravalli County, Montana, according to the official recorded plat thereof. Together with portion of street and ally vacated by Resolutions Recorded in Permanent File No. 8043 and Document No. 542621 which portions attach by operation of law.

PARCEL 2:

A tract of land in and being a portion of Lot 2, Block 5, May Addition, Ravalli County, Montana, according to the official recorded plat thereof and being more particularly described as follows:

Commencing at the northwest corner of SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 26, Township 9 North, Range 20 West, and thence south along section line 370.78 feet; thence east and at right angles with said section line 234.96 feet; thence north and parallel with Section line 370.78 feet; thence west 234.96 to the place of beginning.

Recording Reference: Book 125 of Deeds, page 477.

EXCEPTING THEREFROM a tract of land in and being a portion of Lot 2, Block 5, May Addition, Ravalli County, Montana, according to the official recorded plat thereof and Government Lot 1, Section 26, Township 9 North, Range 20 West, P.M.M., Ravalli County, Montana, and being more particularly described as follows:

Commencing at the section corner common to Sections 22, 23, 26 and 27, T9N R20W P.M.M., a 1 $\frac{1}{4}$ " iron pipe with 3" brass cap, a corner of record; thence N89°38'20" E. 224.91 feet; thence, S0°21'40" E., 1161.48 feet to the southeast corner of the Major John Owen Donation Claim, a corner of record and the point of beginning; thence continuing S0°21'40" E., 200.00 feet to a point; thence; west, parallel with the south boundary of said Donation Claim 150.00 feet; thence, N0°21'40" W., 200.00 feet to the south boundary of Major John Owen Donation Claim; thence east along said south claim boundary 150.00 feet to the point of beginning. (As Recorded in Book 127 of Deeds, page 273)

PARCEL 3:

A tract of land in Government Lot 1, Section 26, Township 9 North, Range 20 West, P.M.M., Ravalli County, Montana, and being more particularly described as follows:

Commencing at southwest corner of Lot 1, Section 26, Township 9 North, Range 20 West, and thence North 139.9 feet; thence east 218 feet, thence south 139.9 and thence west 218 feet to place of beginning.

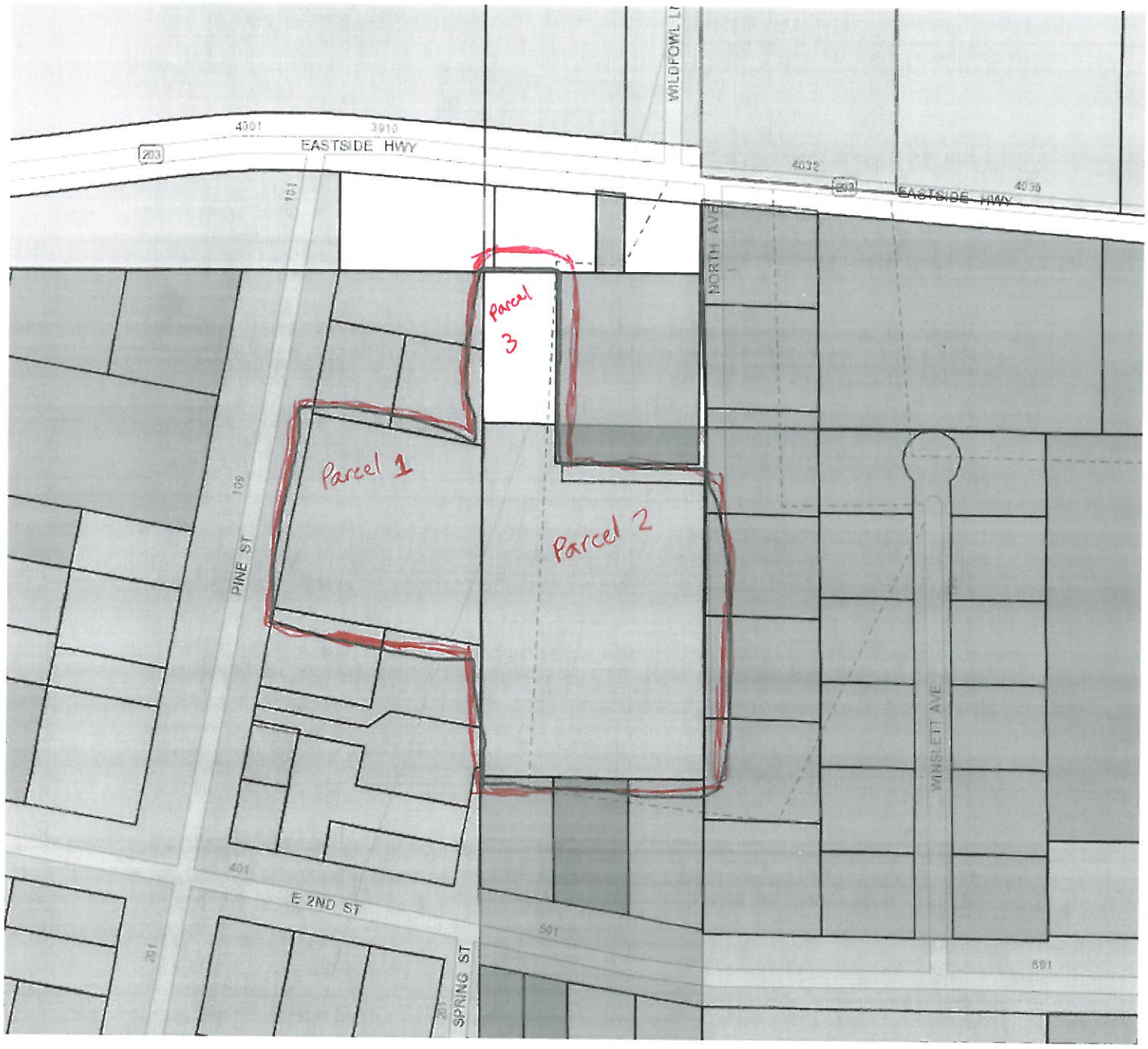
Recording Reference: Book 125 of Deeds, page 477.

EXCEPTING THEREFROM a tract of land in and being a portion of Lot 2, Block 5, May Addition, Ravalli County, Montana, according to the official recorded plat thereof and Government Lot 1, Section 26, Township 9 North, Range 20 West, P.M.M., Ravalli County, Montana, and being more particularly described as follows:

Commencing at the section corner common to Sections 22, 23, 26 and 27, T9N R20W P.M.M., a 1 $\frac{1}{4}$ " iron pipe with 3" brass cap, a corner of record; thence N89°38'20" E. 224.91 feet; thence, S0°21'40" E., 1161.48 feet to the southeast corner of the Major John Owen Donation Claim, a corner of record and the point of beginning; thence continuing S0°21'40" E., 200.00 feet to a point; thence; west, parallel with the south boundary of said Donation Claim 150.00 feet; thence, N0°21'40" W., 200.00 feet to the south boundary of Major John Owen Donation Claim; thence east along said south claim boundary 150.00 feet to the point of beginning. (As Recorded in Book 127 of Deeds, page 273)

Recording Reference: Book 228 Deeds, page 155.

Exhibit C





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).

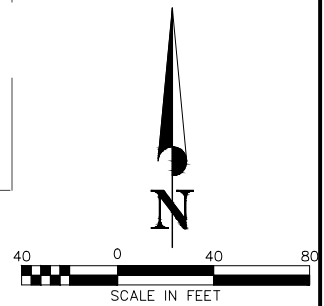
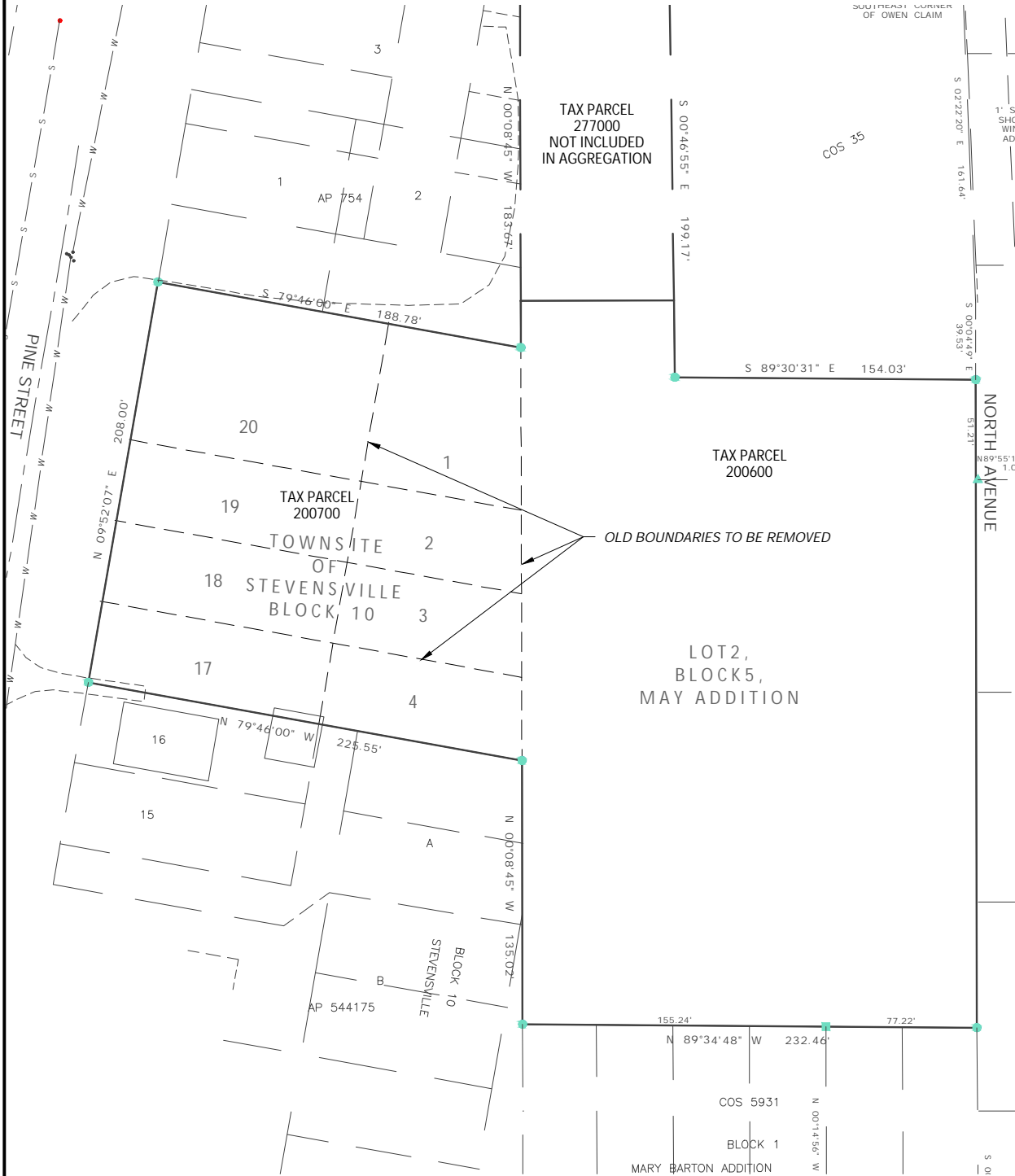
Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Steve Gibson
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	06/09/2022
Agenda Topic:	Discussion/Decision: ILamar Properties LLC, Subdivision Exemption Application
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Choose an item.
If Approved, Meeting Date for Consideration:	
Notes:	

LOT AGGREGATION

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



VICINITY MAP



File Attachments for Item:

b. Discussion/Decision: Purchasing of Police Department Mobile Communication Radios



M. Sosa, Jr., Chief of Police
Stevensville Police Department
102 Main St. Ste D
Stevensville, Mt. 59870

Date: May 23, 2022

To: Honorable Mayor and Town Council

Re: Mobile Communication Radios

Honorable Mayor and Town Council:

Executive Summary:

The Stevensville Police Department has had different versions of police radios over the years. The current situation with the radios available to the officers is that one radio is over 25 years old, two radios are 15 to 20 years old, and the newest radios (4) are comparable to ones that would be used at a construction site for communication purposes. This itself causes an issue because quite often, when we are away from our vehicles, we can not hear dispatch or county units and they can not hear us.

Radios are much like computers in that advances in technology can make them obsolete, and over the years there have been advancements in technology and frequencies. The current dilemma is the necessary frequencies that can contend with the hills, mountains and trees that are common to the area. This can cause communication to be hindered, which can place public safety personnel at risk or in high-risk safety situations.

Both Ravalli County and Hamilton PD have upgraded their portable radios to P25 radios. The purpose of P25 radios is to provide high quality digital narrowband radios that meet public safety users needs and to maximize interoperability. In addition to this, it is anticipated that an 800 MHz trunking system will come to the Bitterroot Valley in the next 5 to 10 years. When that does occur, the current radios will not work, and this will place us in a dilemma where pricing will go up. The current Police Department Budget can allow for this purchase at the current time with Town Council Approval and a Budget Amendment, if needed.

Project Goal and Vision

The Town of Stevensville's Purchasing Policy indicates that a minimum of 3 Bids must be secured when making a purchase over \$1,500.00. This has been secured. However, there are other variables that must be accounted for in situations such as these. We can upgrade the current radio situation to make our current communications system better (The Band-Aid approach). We can purchase radios that are digital

in hopes of them being compatible with the anticipated trunking system in the future (The Let's Hope Approach). We can purchase radios that are digital and compatible with the anticipated trunking system but add 800 MHz capabilities later (the Let's Prepare Approach). We can purchase radios that are digital, compatible, and are already set up for the trunking System (The Let's Take Care of the Problem Approach), which Hamilton PD has done.

Currently the only two radios compatible with the current system and the anticipated trunking system are Motorola and L3Harris. It should be noted that both Ravalli County and Hamilton PD have or are in the process of purchasing L3 Harris Radios

Equipment and Pricing

Equipment and Bid 1 (Band-Aid Approach)
Pricing
Cost of 5 ICom F52 D VHF Portable Radio \$5,329.00

Equipment and Bid 2 (Let's Hope Approach)
Cost of 5 ICom F7010 P25 Radios \$12,160.00
Cost of 5 BKR5000 Tier 3 Portable Radios \$12,435.00

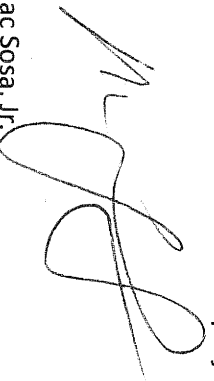
Equipment and Bid 3 (Let's Prepare Approach)
Cost of 5 L3 Harris XL-200 P \$10,519.00
Cost of 5 Motorola P25 radios VHS only \$27,326.70

Equipment and Bid 4 (Let's Take Care of the Problem Approach)
Cost of 5 L3 Harris XL-200 p P25 Full Spectrum Capable Radios \$19,809.50
Cost of 5 Motorola P25 radios VHS with trunking compatible \$39,380.65

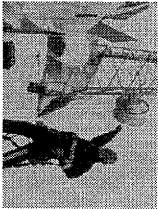
Funding

In our current Budget, there are current line-item expenses that will not be used that are in excess of \$5,000. We have not been fully staffed for the entire year and have received funding for the SRO from the Stevensville School District. It is anticipated that we will be in excess of \$55,000 under budget for salaries. This would allow for the purchase of these radios with a budget amendment, if needed.

I have searched for equipment grants for law enforcement personnel, and I learned that ARPA funds can be used for Law Enforcement Equipment purchases, but ARPA anticipated funding has already been earmarked for Public Works projects.



Mac Sosa, Jr.
Chief of Police
Town of Stevensville



ESTIMAT

Flathead Communication

Jeremy Crook

po box 852, St. Ignatius, MT 59865, UNITED STATES

Phone: +1 406-546-2485; jeremyc@flatheadcomm.com

Estimate No#: FCOT19-5-140
Estimate Date: May 9, 2022

\$3,992.00
ESTIMATED AMOUNT

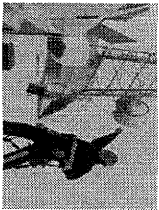
BILL TO

Town of Stevensville
Mac Sosa
103 main st, Stevensville, MT 59870, UNITED STATES
mac@townofstevensville.com
Phone: +1 406-777-3011

#	ITEMS & DESCRIPTION	QTY/HRS	PRICE	AMOUNT(\$)
1	1com F52D VHF Portable Radio with charger and antenna	4	\$885.00	\$3,540.00
2	Programming and delivery	1	\$400.00	\$400.00
3	Leather carry case with d ring	1	\$52.00	\$52.00

Subtotal \$3,992.00
Shipping \$0.00

TOTAL \$3,992.00 USD



ESTIMATE

Flathead Communication
 Jeremy Crook
 po box 852, St. Ignatius, MT 59865, UNITED STATES
 Phone: +1 406-546-2485; jeremyc@flatheadcomm.com

Estimate No#: FQOT19-5-139
 Estimate Date: May 9, 2022

\$9,488.00
 ESTIMATED AMOUNT

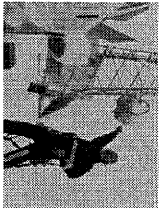
BILL TO

Town of Stevensville
 Mac Sosa
 103 main st, Stevensville, MT 59870, UNITED STATES
 mac@townrofstevensville.com
 Phone: +1 406-777-3011

#	ITEMS & DESCRIPTION	QTY/HRS	PRICE	AMOUNT(\$)
1	ICOM F7010 P25 radio Comes with antenna, battery and charger	4	\$2,075.00	\$8,300.00
2	Icom HM222H speaker Microphone	4	\$152.00	\$608.00
3	Listen only earpiece works with speaker microphone	4	\$45.00	\$180.00
4	programming and delivery	1	\$400.00	\$400.00

Subtotal \$9,488.00
 Shipping \$0.00

TOTAL \$9,488.00 USD



INVOICE

Flathead Communication

Jeremy Crook

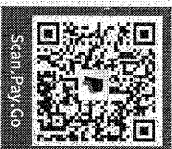
po box 852, St. Ignatius, MT 59865, UNITED STATES

Phone: +1 406-546-2485; jeremyc@flatheadcomm.com

Invoice No#: FCIN22-38

Invoice Date: May 9, 2022

Due Date: May 9, 2022



\$9,708.00
AMOUNT DUE

BILL TO

Town of Stevensville

Mac Sosa

103 main st, Stevensville, MT 59870, UNITED STATES

mac@townofstevensville.com

Phone: +1 406-777-3011

#	ITEMS & DESCRIPTION	QTY/HRS	PRICE	AMOUNT(\$)
1	BKR5000 Tier 3 portable radio NO Bluetooth	4	\$1,599.00	\$6,396.00
2	BKR0810GPS Antenna	4	\$75.00	\$300.00
3	BKR0101 Battery pack, 4900mAh	4	\$199.00	\$796.00
4	BKR0300 desktop charger	4	\$155.00	\$620.00
5	BKR0203 speaker Microphone	4	\$299.00	\$1,196.00
6	programming and delivery	1	\$400.00	\$400.00

Subtotal \$9,708.00

Shipping \$0.00

TOTAL \$9,708.00 USD



Gold Communication Services, Inc.
P: 406.360.3975

Date: May 19, 2022

Description: XL-200P Full Spectrum Capable Portable Radios Quote (P25 Conventional with the VHF Band Active)

Customer: Stevensville Police Department

Attention: Mac Sosa, Chief of Police

Two Year Standard Manufacturer Warranty - Delivery Typically 4-5 Weeks ARO - Payment Terms Net 30

Item	Qty	Item Code	Description	List Price	Each	Extended	List Price	Extended	Discount	Each	Discount Price	Extended
11	1	FREIGHT	FREIGHT (ESTIMATE)	\$ 65.00	\$	65.00	\$ 65.00	0%	\$	65.00		65.00
10	5	XL-AE2V	SPEAKER MIC, REVO NC2, CID2	\$ 190.00	\$	950.00	\$ 950.00	42%	\$	110.20		551.00
9	5	XL-HC3L	BELT CLIP,METAL	\$ 30.00	\$	150.00	\$ 150.00	42%	\$	17.40		87.00
8	5	XL-CH4X	CHARGER,1-BAY	\$ 180.00	\$	900.00	\$ 900.00	42%	\$	104.40		522.00
7	5	XL-PA3V	BATTERY,LI-ION,3100 MAH	\$ 150.00	\$	750.00	\$ 750.00	42%	\$	87.00		435.00
6	5	XL-PL8Y	FEATURE, ENCRYPATION LTE	\$ -	\$	-	\$ -	42%	\$	-		-
5	5	XL-PL9E	FEATURE, SINGLE-AES ENCRYPATION	\$ -	\$	-	\$ -	42%	\$	-		-
4	5	XL-PL4U	FEATURE, SINGLE-KEY DES ENCRYPATION	\$ -	\$	-	\$ -	42%	\$	-		-
3	5	XL-NC5Z	ANTENNA,FLEX,HELICAL,136-870 MHZ	\$ 110.00	\$	550.00	\$ 550.00	42%	\$	63.80		319.00
2	5	XL-PL4J	FEATURE,SINGLE BAND VHF	\$ -	\$	-	\$ -	42%	\$	-		-
1	5	XL-PP2M	PORTABLE,XL-200P, PART, MIDNT BLK, NRB	\$ 2,945.00	\$	14,725.00	\$ 14,725.00	42%	\$	1,708.10		8,540.50
				Total List:	\$	18,090.00	\$	18,090.00			Your Price:	\$ 10,519.50

Note: This estimate is confidential and is intended only for use by the Stevensville Police Department, MT and Ravalli County, MT. This quote is valid for 30 days.





Gold Communication Services, Inc.
P: 406.360.3975

Date: May 19, 2022

Description: XL-200P P25 Full Spectrum Capable Portable Radio Quote

Five (5) unit quote. Each radio configured with the VHF band active, battery, belt clip, wired speaker mic, antenna and charger and the feature options typically required for Montana Trunked System operation. The 700/800 band will be activated through a feature update immediately upon receipt and prior to customer delivery.

Customer: Stevensville Police Department
Attention: Mac Sosa, Chief of Police

Two Year Standard Manufacturer Warranty - Delivery Typically 4-5 Weeks ARO - Payment Terms Net 30

Item	Qty	Item Code	Description	List Price	Each	Extended Price	Discount	Discount Price	Discount Price	Extended Price
1	5	XL-PP2M	PORTABLE, XL-200P, PART, MIDNT BLK, NRB	\$ 2,945.00	\$ -	\$ 14,725.00	42%	\$ 1,708.10	\$ 8,540.50	\$ -
2	5	XL-PL4J	FEATURE,SINGLE BAND VHF	\$ -	\$ -	\$ -	42%	\$ -	\$ -	\$ -
3	5	XL-PKGPT	FEATURE PACKAGE,P25 TRUNKING	\$ 1,600.00	\$ -	\$ 8,000.00	42%	\$ 928.00	\$ 4,640.00	\$ -
4	5	XL-PL4F	FEATURE,P25 PHASE 2 TDMA	\$ 250.00	\$ -	\$ 1,250.00	42%	\$ 145.00	\$ 725.00	\$ -
5	5	XL-PKG8F	FEATURE,256-AES,64-DES MULTI-KEY ENCRPTION	\$ 750.00	\$ -	\$ 3,750.00	42%	\$ 435.00	\$ 2,175.00	\$ -
6	5	XL-NC5Z	ANTENNA,FLEX,HELICAL,136-870 MHZ	\$ 110.00	\$ -	\$ 550.00	42%	\$ 63.80	\$ 319.00	\$ -
7	5	XL-PL4U	FEATURE, SINGLE-KEY DES ENCRPTION	\$ -	\$ -	\$ -	42%	\$ -	\$ -	\$ -
8	5	XL-PL9E	FEATURE, SINGLE-KEY AES ENCRPTION	\$ -	\$ -	\$ -	42%	\$ -	\$ -	\$ -
9	5	XL-PL8Y	FEATURE, ENCRPTION LITE	\$ -	\$ -	\$ -	42%	\$ -	\$ -	\$ -
10	5	XL-PA3V	BATTERY,LI-ION,3100 MAH	\$ 150.00	\$ -	\$ 750.00	42%	\$ 87.00	\$ 435.00	\$ -
11	5	XL-CH4X	CHARGER,1-BAY	\$ 180.00	\$ -	\$ 900.00	42%	\$ 104.40	\$ 522.00	\$ -
12	5	XL-HC3L	BELT CLIP,METAL	\$ 30.00	\$ -	\$ 150.00	42%	\$ 17.40	\$ 87.00	\$ -
13	5	XL-AE2V	SPEAKER MIC, REVO NC2, CID2	\$ 190.00	\$ -	\$ 950.00	42%	\$ 110.20	\$ 551.00	\$ -
14	5	YRXL-PL4L	FEATURE, ADD 700/800 BAND 762-870MHZ	\$ 500.00	\$ -	\$ 2,500.00	30%	\$ 350.00	\$ 1,750.00	\$ -
15	1	FREIGHT	FREIGHT (ESTIMATE)	\$ 65.00	\$ -	\$ 65.00	0%	\$ 65.00	\$ 65.00	\$ -
Total List:				\$ 33,590.00					\$ 19,809.50	
Your Price:										\$ 19,809.50

Note: This estimate is confidential and is intended only for use by the Stevensville Police Department, MT and Ravalli County, MT. This quote is valid for 30 days.





Gold Communication Services, Inc.
P: 406.360.3975

Date: May 19, 2022

Description: XL-200P Full Spectrum Capable Portable Radio Quote (P25 Conventional with the VHF Band Active)

Customer: Stevensville Police Department

Attention: Mac Sosa, Chief of Police

Two Year Standard Manufacturer Warranty - Delivery Typically 4-5 Weeks ARO - Payment Terms Net 30

Item	Qty	Item Code	Description	List Price Each	List Price Extended	Discount	Discount Price Each	Discount Price Extended
1	1	XL-PPM2M	PORTABLE, XL-200P, PART, MIDNT BLK, NRB	\$ 2,945.00	\$ 2,945.00	42%	\$ 1,708.10	\$ 1,708.10
2	1	XL-PL4J	FEATURE,SINGLE BAND VHF	\$ -	\$ -	42%	\$ -	\$ -
3	1	XL-NC5Z	ANTENNA,FLEX,HELICAL,136-870 MHZ	\$ 110.00	\$ 110.00	42%	\$ 63.80	\$ 63.80
4	1	XL-PL4U	FEATURE, SINGLE-KEY DES ENCRYPTION	\$ -	\$ -	42%	\$ -	\$ -
5	1	XL-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	\$ -	\$ -	42%	\$ -	\$ -
6	1	XL-PL8Y	FEATURE, ENCRYPTION LITE	\$ -	\$ -	42%	\$ -	\$ -
7	1	XL-PA3V	BATTERY,LI-ION,3100 MAH	\$ 150.00	\$ 150.00	42%	\$ 87.00	\$ 87.00
8	1	XL-CH4X	CHARGER,1-BAY	\$ 180.00	\$ 180.00	42%	\$ 104.40	\$ 104.40
9	1	XL-HC3L	BELT CLIP,METAL	\$ 30.00	\$ 30.00	42%	\$ 17.40	\$ 17.40
10	1	XL-AE2V	SPEAKER MIC, REVO NC2, C1D2	\$ 190.00	\$ 190.00	42%	\$ 110.20	\$ 110.20
11	1	FREIGHT	FREIGHT (ESTIMATE)	\$ 35.00	\$ 35.00	0%	\$ 35.00	\$ 35.00
Total List:				\$ 3,640.00	\$ 3,640.00		Your Price:	\$ 2,125.90

Note: This estimate is confidential and is intended only for use by the Stevensville Police Department, MT and Ravalli County, MT. This quote is valid for 30 days.





MOTOROLA SOLUTIONS

DRAFT

QUOTE:176

Billing Address:
STEVENSVILLE POLICE
DEPARTMENT
PO BOX 30
STEVENSVILLE, MT 59870
US

Quote Date:05/20/2022
Expiration Date:08/18/2022
Quote Created By:
Mark Stricklin
markstricklin@montanaelectronicsinc.com

End Customer:
STEVENSVILLE POLICE DEPARTMENT
Contract: 19860 - NASPO

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
APX™ 6000 Series						
1	H98KGF9PW6BN	APX6000 VHF MHZ MODEL 2.5 PORTABLE	5	\$3,595.00	\$2,624.35	\$13,121.75
1a	H869BZ	ENH: MULTIKEY	5	\$363.00	\$264.99	\$1,324.95
1b	QA05100AA	ENH: STD 1 YR WARRANTY APPLIES NO SFS	5	\$0.00	\$0.00	\$0.00
1c	Q361AR	ADD: P25 9600 BAUD TRUNKING	5	\$330.00	\$240.90	\$1,204.50
1d	H38BT	ADD: SMARTZONE OPERATION	5	\$1,320.00	\$963.60	\$4,818.00
1e	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	5	\$879.00	\$641.67	\$3,208.35
1f	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	5	\$567.00	\$413.91	\$2,069.55
2	PMNIN4485A	BATT IMPRES 2 LIION R IP68 2550T	5	\$160.60	\$117.24	\$586.20
3	PMMN4084A	AUDIO ACCESSORY- HEADSET, PLUS RSM NC IP54 THRD 3.5MM JACK RX	5	\$102.60	\$74.90	\$374.50
4	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	5	\$169.56	\$123.78	\$618.90

Grand Total

\$27,326.70(USD)



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement"). The conditions of the contract shall prevail over the terms and conditions of this quote. Motorola's standard terms of use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products. Motorola Solutions, Inc.: 500 West Monroe, United States - 60561 - #: 36-1115800

Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the Legal/Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)



MOTOROLA SOLUTIONS

DRAFT

QUOTE-1764

Billing Address:
STEVENSVILLE POLICE
DEPARTMENT
PO BOX 30
STEVENSVILLE, MT 59870
US

Quote Date:05/20/2022
Expiration Date:08/18/2022
Quote Created By:
Mark Stricklin
markstricklin@
montanaelectronicsinc.com

End Customer:
STEVENSVILLE POLICE DEPARTMENT
Contract: 19860 - MT NASPO

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1	APX™ 8000 Series	APX8000				
1	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	5	\$7,108.00	\$4,406.96	\$22,034.80
1a	H869BW	ENH: MULTIKKEY	5	\$363.00	\$264.99	\$1,324.95
1b	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	5	\$567.00	\$351.54	\$1,757.70
1c	Q361AN	ADD: P25 9600 BAUD TRUNKING	5	\$330.00	\$240.90	\$1,204.50
1d	Q15AJ	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	5	\$879.00	\$641.67	\$3,208.35
1e	QA05509AA	DEL: DELETE UHF BAND	5	-\$800.00	-\$496.00	-\$2,480.00
1f	QA05100AA	ENH: STD 1 YR WARRANTY APPLIES NO SFS	5	\$0.00	\$0.00	\$0.00
1g	H38BS	ADD: SMARTZONE OPERATION	5	\$1,650.00	\$1,204.50	\$6,022.50
2	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	5	\$179.30	\$130.89	\$654.45
3	PMMN4084A	AUDIO ACCESSORY- HEADSET.PLUS RSM NC IP54 THRD 3.5MM JACK RX	5	\$102.60	\$74.90	\$374.50
4	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	5	\$169.56	\$123.78	\$618.90

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60961 - #: 36-115800



Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the Legal/ Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)



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:	Mac Sosa
Second Person Submitting the Agenda Item:	
Submitter Title:	Department Head
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	06/09/2022
Agenda Topic:	Discussion/Decision: Purchasing of Police Department Mobile Communication Radios
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	06/09/2022
Notes:	

File Attachments for Item:

c. Discussion/Decision: Consent to the Mayor's Appointment of Maureen O'Connor as the Town of Stevensville City Judge



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:	Steve Gibson
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	06/09/2022
Agenda Topic:	Discussion/Decision: Consent to the Mayor's Appointment of Maureen O'Connor as the Town of Stevensville City Judge
Backup Documents Attached?	Choose an item.
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	06/09/2022
Notes:	

File Attachments for Item:

d. Discussion/Decision: Judicial Compensation for Town of Stevensville City Court Judge
Maureen O'Connor

STEVENSVILLE CITY COURT

TO: Mayor Gibson

FROM: Judge Maureen O'Connor

RE: JUDICIAL COMPENSATION

DATE: May 16, 2022

Mayor Gibson,

I appreciate the opportunity to discuss with you the issue of judicial compensation. As you may be aware, my current appointment as Judge to the Stevensville City Court expires in June.

I have been the Stevensville City Court Judge for the last six years. In May 2016, I was hired to fill the seat as an independent contractor after former Judge Klaphake retired mid-term. The salary was already set at \$18,000 per year. In 2018, I was re-appointed to serve as Stevensville City Court Judge. I did not seek a compensation increase at that time as the number of cases filed with the court had been decreasing.

However, that trend has changed in the last year and a half and filings are on the increase and expected to increase further with the greater police presence in the Town. Additionally, based upon conversations with the Police Chief and also with the Town Clerk, law enforcement is looking to take a more aggressive approach to city code enforcement. Due to the increase in officers and the policy change in city code enforcement, the Court expects to see a sharp rise in the number of cases being processed, which may include holding additional court days.

When it comes to compensation for judges in the lower courts in this state, the pay scale is wide and varied. In trying to come up with what I believe is fair compensation for the work that I do on behalf of the Town, I consider several items.

First and foremost, I have not received a compensation increase in six years. Second, the cost of living and rising inflation has increased sharply over the last year and is projected to continue. Third, the current compensation paid does not reflect what my judicial services are worth. I am an attorney licensed within the State of Montana and have used my significant legal experience to get the Stevensville City Court in a position where it operates smoothly, professionally and in compliance with Montana State and Federal Laws. Beyond just my legal qualifications, I have dedicated the last six years to providing a consistently high level of service to the community. The individuals who come before the court may expect to walk away with a sense that they were treated fairly and judiciously. Further, I am not only serving as the judge on the days when I am present in the City Court. It is in fact a 24/7 job. I must be available to law enforcement and/or the court clerk any time they contact me regarding judicial matters. I routinely deal with court matters from my office at home.

Perry Miller, the Chair of the Commission on Courts of Limited Jurisdiction advised that I am the only judge he knows of in the Courts of Limited Jurisdiction whose is employed as an independent contractor. (I.e. no benefits just monthly compensation) While that status appears unique in the state, I am not necessarily looking to change my employment status from an independent contractor. However, I did look at what other contractors affiliated with the legal community are making. For instance, the State of Montana has recently agreed to raise the compensation for attorneys that contract with the Office of the Public Defender to \$71.00 per hour. The Stevensville city attorney hourly wage is over double that amount. I would estimate the hourly wage for my judicial services at this time to be approximately \$23.50 an hour.

In looking at city court judicial positions locally the judge for the Hamilton City Court of Record makes approximately \$60,000 a year plus benefits; although, I recognize Hamilton is a much larger town with a city court operating at nearly a full-time schedule.

Considering all of the above, I am asking for an increase in the judicial contract to \$36,000 per year. I believe this is fair not only to the town but to your Judge.

Thank you for your consideration.



Judge Maureen O'Connor
Stevensville City Court of Record



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:	Steve Gibson
Second Person Submitting the Agenda Item:	Maureen O'Connor
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	06/09/2022
Agenda Topic:	Discussion/Decision: Judicial Compensation for Town of Stevensville City Court Judge Maureen O'Connor
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	06/09/2022
Notes:	

File Attachments for Item:

e. Discussion/Decision: Resolution No. 505, a Resolution to Establish a Process for Selling Airport Millings



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:	Marilyn Wolff
Second Person Submitting the Agenda Item:	Tim Smead
Submitter Title:	Council Member
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	06/09/2022
Agenda Topic:	Discussion/Decision: Resolution No. 505, a Resolution to Establish a Process for Selling Airport Millings
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	06/09/2022
Notes:	

RESOLUTION NO. 505

**A Resolution To Authorize the Town of Stevensville
To Establish a Process for Selling Airport Millings**

WHEREAS, the following item of the towns Stevensville Airport owned non-aeronautical use property is no longer in use and or being used.

WHEREAS, the Stevensville Airport does not anticipate using said non-aeronautical use property at any time in the future.

WHEREAS, MCA Code 67-10-222 **Airport property -- disposal**. Except as may be limited by the terms and conditions of any grant, loan, or agreement pursuant to **67-10-405**, every municipality may by sale, lease, or otherwise dispose of any airport, air navigation facility, or other property or portion thereof or interest therein acquired pursuant to this chapter. Such disposal by sale, lease, or otherwise shall be in accordance with the laws of this state or provisions of the charter of the municipality governing the disposition of other property of the municipality or agency of the state or federal government for aeronautical purposes incident thereto. The sale, lease, or other disposal may be effected in such manner and upon such terms as the governing body of the municipality may consider in the best interest of the municipality.

NOW THEREFORE BE IT RESOLVED, by this Town Council of the Town of Stevensville, that if any non-aeronautical use property is sold it will be sold at fair market value and in compliance with any federal and state laws and regulations governing aviation.

THE FOLLOWING ITEMS ARE HEREBY DECLARED AS NON-AERONAUTICAL USE PROPERTY: Airport Millings

DATED this 9th day of June, 2022, after motion and second at a regular meeting of the Stevensville Town Council.

Approved:

Attest:

Steve Gibson, Mayor

Jenelle Berthoud, Town Clerk



ASSURANCES AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.¹

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor’s program or activities, these requirements extend to all of the sponsor’s programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The (**[Selection Criteria: Sponsor Name]**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”

- e. Required Contract Provisions.
 - 1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

-The town of Stevensville is the sole owner of the airport. Town council approved of doing a needed runway resurfacing project several years ago. The town then applied for a grant through FAA program called an AIP (Airport Improvement Program). To accept the funding to do the project the town agreed to set of obligations known as "Assurances".

Section C,1 of this document states the following:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant....

-Part of that compliance is Assurance #25 which is in regard to revenue that states:

Airport Revenues.

All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport.

Which means that any grant money given to the town under the AIP program for a project that creates revenue must solely be used to benefit the town owned airport.

This includes the sale of the millings.

Because the town is bound to these assurances for various projects, they are also bound to the FAA Compliance Program (Order 5190.6b). This program ensures the towns compliance with its federal obligations in the form of grant assurances.

In the programs compliance manual in Chapter 15.13 Prohibited Uses of Airport Revenue it states:

a. Unlawful Revenue Diversion.

Unlawful revenue diversion is the use of airport revenue for purposes other than airport capital or operating costs or the costs of other facilities owned or operated by the sponsor and directly and substantially related to air transportation. Revenue diversion violates federal law and AIP grant assurances unless: (1) it is grandfathered within the scope of grandfathered financial authority established before 1982, or, (2) it is authorized under an exemption issued by the FAA as part of the airport privatization pilot program.

Revenue diversion is the use of airport revenue for purposes other than airport capital or operating costs.

b. General.

Prohibited uses of airport revenue include direct or indirect payments that exceed the fair and reasonable value of those services and facilities provided to the airport. The FAA generally considers the cost of providing the services or facilities to the airport as a reliable indicator of value. For example, the DOT Office of Inspector General (OIG) and the FAA found a city sponsor to be diverting

revenue where the sponsor charged the airport for investment management at the rate that would have been charged for commercial services when services to the airport were actually provided by city employees at a much lower cost.

Because the millings are not considered surplus property such as runway lights or signage and cannot be used for aviation purposes the manual state in Chapter 17.11 and 17.12 the following concerning establishing value/price:

17.11. Nonaeronautical Rates.

Rates charged for nonaeronautical use (e.g., concessions) of the airport must be based on fair market value. (e.g., lease of land at fair market rent subject to the specific exceptions listed in this chapter).

17.12. Fair Market Value.

Fair market fees for use of the airport are required for nonaeronautical use of the airport and are optional for non-airfield aeronautical use. Fair market pricing of airport facilities can be determined by reference to negotiated fees charged for similar uses of the airport or by appraisal of comparable properties.

Simply put, the town owns the airport. The millings are source of revenue for the town that must be used for the benefit of the airport as required and agreed to under the FAA Airport Improvement Program and the FAA Compliance Program.

The town would like to sell the millings in compliance with the agreed to program assurances, and under federal and state law.

Once reasonable FMV is established, and a transaction is complete the funds will be deposited as per MCA Title **67-10-404. Airport revenues and sale proceeds.**

The revenues obtained by a municipality from the ownership, control, or operation of any airport or air navigation facility, including proceeds from the sale of any airport or portion thereof or air navigation facility property, must be deposited in a special fund to be designated the "_____ airport fund", which revenues must be appropriated solely to, and used by the municipality for the purposes authorized by this chapter.

File Attachments for Item:

f. Discussion/Decision: Resolution No. 506, A Resolution Adopting Infrastructure Access Fees for Water and Sewer Services

RESOLUTION NO. 506

A Resolution Adopting Infrastructure Access Fees for Water and Sewer Service within the Town of Stevensville

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

WHEREAS, the Town Council adopted a schedule of fees and charges for utility services by Resolution No. 138 on January 8, 1996, and amended on October 9, 2007, and Resolution No. 345 on April 10, 2014

WHEREAS, an increase of 15% to the infrastructure access fee schedule be applied to the current rates as listed below and reflected in the schedule.

WHEREAS, the rate increase is relative to inflation factors for the area and comparable to our counties neighboring towns and or cities.

NOW THEREFORE BE IT RESOLVED, by the Stevensville Town Council that the following schedule of infrastructure access fees be reaffirmed, as required to be adopted in Chapter 26 of the Stevensville Municipal Code, for access to and use of the Town’s water and sewer system.

BE IT FURTHER RESOLVED THAT, the increase to the infrastructure access fee schedule shall be effective as of June 10, 2022 unless otherwise noted.

INFRASTRUCTURE ACCESS FEE(IAF) SCHEDULE

Size of Water Service	EDU's	Water IAF	Sewer IAF	Total IAF	15%Increase
5/8" or 3/4"	1	\$3,850	\$1,035	\$4,885	\$5,617.75
1 inch	1.7	\$6,545	\$1,760	\$8,305	\$9,550.75
1.5 inch	3.3	\$12,705	\$3,416	\$16,121	\$18,539.15
2.0 inch	5.3	\$20,405	\$5,486	\$25,891	\$29,774.65
3.0 inch	10.00	\$38,500	\$10,350	\$48,850	\$56,177.50

DATED this 9th day of June, 2022, after motion and second at a regular meeting of the Stevensville Town Council.

Approved:

Attest:

Steve Gibson, Mayor

Jenelle Berthoud, Town Clerk



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:	Steve Gibson
Second Person Submitting the Agenda Item:	Steve Kruse
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	06/09/2022
Agenda Topic:	Discussion/Decision: Resolution No. 506, A Resolution Adopting Infrastructure Access Fees for Water and Sewer Services
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	06/09/2022
Notes:	

File Attachments for Item:

g. Discussion/Decision: Approval of Special Event Permit for Western Heritage Days

TOWN OF STEVENSVILLE
APPLICATION FOR SPECIAL EVENT PERMIT

APPLICATION DATE: 6-2-22 (Must be at least 14 days prior to event)

NAME OF GROUP OR ORGANIZATION: Project 59870

CONTACT PERSON: Victoria Howell TELEPHONE: 406-207-8793

ACTIVITY: Stevensville Western Heritage Days

LOCATION REQUESTING: E. 3rd between Main & Church & W. 3rd between
Main & Buck

DATE: 6-25 STARTING TIME: 7am^{Sat.} ENDING TIME: 11pm

ESTIMATED NUMBER OF PEOPLE ATTENDING: _____

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

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 hire security crew

PLANS FOR CLEAN UP: we clean up on Sunday morning

FEE: \$ 715.00

**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.

SPECIAL EVENT FEE SCHEDULE

Special Event Application Fee (non-refundable)	\$20.00/event
Special Event Permit Fee	
0-500 people	\$50.00/event
500-1000 people	\$100.00/event
1000+ people	\$150.00/event
Farmers Market Event Fee	\$100.00/season
Special Event with Alcohol (additional)	\$200.00/event
Special Event Road Closure Fee	\$25.00/block
Stage Setup/Moving Fee	\$100.00/per stage
Event Power Panel	\$20.00/panel

\$ 515.00

- If there are any questions regarding the special event fee schedule please contact Town Hall at 406-777-5271.

alcohol 200.00

\$ 715.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/02/22

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 K POTTON INSURANCE AGENCY 221 Main St Stevensville, MT 59870 10775	CONTACT NAME: Brian Pottton PHONE (A/C, No, Ext): (406)777-3626 E-MAIL ADDRESS: bpotton@farmersagent.com	FAX (A/C, No): (406)777-3526
	INSURER(S) AFFORDING COVERAGE	
INSURED Project 59870 Victoria Howell, Chairman PO Box 8 STEVENSVILLE, MT 59870	INSURER A: United States Liability Insurance Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

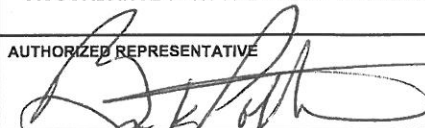
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED 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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	MSE022Y1841	06/25/22	06/26/22	EACH OCCURRENCE	\$ 2,000,000
								DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Liquor Liability	\$ 1,000,000
							COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
							EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
							PER STATUTE	OTH-ER
							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)

Speical events coverage, Western Heritage Days, June 25 2022
 To be held on 3rd St E, 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 
--	--

TOWN OF STEVENSVILLE
ALCOHOL USE REQUEST FORM

Applicant Name Victoria Howell
Project 59870 Phone Number 406-207-8793
Group/Organization Name Stevensville Western Heritage Days

Describe Intended Alcohol Use (type, amount, commercial or private, etc.) _____

. Allow open containers on E. 3rd between Main
& Church for people attending street dance and
eating in food court. Beer & wine tent is on Stevensville
(Hotel lawn).

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

Describe the Plan to: 1. Contain the alcohol use to a restricted area. _____

We use candles & caution tape & signage to
clearly delineate the area. We also hire security
to watch the exits.

Describe the Plan to: 2. Prevent the sale or use of alcohol by minors. _____

We card everyone and then they get a wristband
which they must have on in order to purchase
beer & wine.

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

Security crew. Also - no service to anyone
who is open carrying per Chief Sosa.

Approved _____ Date _____ Denied _____ Date _____

Fee: \$200 Date Paid: _____



Special Permit Application to Sell Beer and Table Wine

V1 1/2020

Clear Form

A copy of your IRS tax-exempt certificate must be attached or on file with the department.

Please send the completed application and the appropriate fees to Alcoholic Beverage Control Division up to 14 days before, but no later than 3 days before the event. For faster processing online submission on our TransAction Portal (TAP) is appreciated at <https://mtrevenue.gov/SpecialPermit>.

Section 1—General Information

Note: If the applicant is an individual, list the individual's name below. If the applicant is a partnership, limited liability partnership (LLP), corporation, or limited liability company (LLC), list the business' name below.

Applicants Project 59870 FEIN/SSN 84-3047605

Contact Person Victoria Howell

Telephone 406-207-8793 Email editor@bitterrootstar.com

Location of Principal Place of Business P.O. Box 8, Stevensville MT 59870
(Street Address, City, State and ZIP Code)

Name of Event Stevensville Western Heritage Days

Location of Event 107 E. 3rd, Stevensville Hotel lawn, Stevensville MT
(Street Address, City, State and ZIP Code) 59870

Date(s) for which Special Permit is Requested 6/25/22

Note: A special event may only last for a maximum of three days, except that each permit holder may have one special event per year of up to seven days for a county, state or regional fair that occurs no more than once per year, is held on a publicly owned fairgrounds, and is officially sanctioned by a government entity.

Section 2—Type of Organization and Fees. Please mark one.

\$10 per Day

- 501(c)(3) Organization
 - Organization operated to raise funds for a needy person (limit 3 per year)
 - Accredited Montana post secondary school (limit 3 per year)
 - Intercollegiate athletic fund-raising organization (limit 12 per year)
- 501(c)(4) Civic League or Organization (limit 12 per year)
- 501(c)(6) Chamber of Commerce or business league (limit 12 per year)
- Veterans or fraternal organizations that hold a liquor license (limit 3 per year)

\$1000 per Season—Please include a copy of the game schedule.

- Junior Hockey Team
- Professional Sports Organization

*Chamber of Commerce or business league need to provide proof of alcohol liability insurance.

Total Amount Enclosed \$ \$10.00

Section 3—Local Law Enforcement

Please have your local law enforcement official complete this section prior to sending in your application.

I, Macario Sosa Jr., hereby **Approve** **Disapprove**
of the premises where the event is to be held.

[Signature] 6/2/2022
Signature Date
CHIEF OF POLICE
Title

Section 4—Declaration and Affidavit

We understand beer and table wine can only be sold and consumed within the enclosure where the event is held and only on the above date(s). We state that the location of the event is not within 600 feet and on the same street as a school or church. A special permit is subject to the provisions of 16-3-306, MCA, unless the entities in 16-3-306, MCA provide the department with advanced written approval.

We understand that all alcohol, including beer and wine, can only be purchased from a licensed distributor.

We will follow all the laws, rules and ordinances relating to the sale of beer and table wine. We understand that a violation of any law or rule relating to the sale of beer or table wine will be reason to revoke the permit. Any authorized employee of the department, its representative or any peace officer will have the right to examine the location of the event at any time.

This application needs to be signed by all individuals, partners or members. In the case of a corporate applicant, it may be signed by one shareholder or officer with authority to sign.

I/We declare under penalty of false swearing that the information provided on this application and its attachments are true, correct and complete.

Christina Howell 6-2-22
Signature Date

Printed Name Title

Signature Date

Printed Name Title

Mail completed application as well as all necessary documents to:

Montana Department of Revenue
Alcoholic Beverage Control Division
PO Box 1712
Helena, MT 59604-1712

Questions? Please call us at (406) 444-6900, or Montana Relay at 711 for hearing impaired.



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:	Victoria Howell
Second Person Submitting the Agenda Item:	Project 59870
Submitter Title:	Citizen
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	06/09/2022
Agenda Topic:	Discussion/Decision: Approval of Special Event Permit for Western Heritage Days
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	06/09/2022
Notes:	

File Attachments for Item:

h. Discussion/Decision: To Rescind Ordinance 166, an Emergency Ordinance of the Town of Stevensville

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:	Council person
Submitter Phone:	274-1946
Submitter Email:	bob@townofstevensville.com
Requested Council Meeting Date for Item:	6-9-22
Agenda Topic:	Discussion/Decision to Rescind Ordinance 166, an Emergency Ordinance of the Town of Stevensville
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	
If Approved, Meeting Date for Consideration:	
Notes:	

ORDINANCE NO. 166

An Emergency Ordinance of the Town Council of the Town of Stevensville, Montana, enacting measures to reduce the spread of the 2019 Novel Coronavirus (COVID-19), providing for the continuity of Town business and waiving a second reading.

WHEREAS, coronaviruses are a large family of virus that cause illness ranging from the common cold to more serious diseases and are easily spread by person-to-person contact; and

WHEREAS, in late 2019 an outbreak of a new strain of coronavirus began in Wuhan, China; and

WHEREAS, on February 11, 2020, the World Health Organization named the new strain of coronavirus causing illness in China COVID-19; and

WHEREAS, cases of COVID-19 have been identified in a growing number of locations internationally, including the United States; and

WHEREAS, on March 11, 2020, the World Health Organization declared a global pandemic due to the spread of COVID-19 but emphasized that containment is still possible; and

WHEREAS, on March 12, 2020, Governor Steve Bullock declared a state of emergency related to COVID-19; and

WHEREAS, on March 13, 2020, President Donald Trump declared a national emergency related to COVID-19; and

WHEREAS, on March 15, 2020, the Center for Disease Control and Prevention ("CDC") issued interim guidance recommending the cancellation of events or gatherings that consist of 50 or more people for the next eight weeks to reduce the spread of COVID-19; and

WHEREAS, on March 15, 2020, Governor Steve Bullock directed the closure of public schools for two weeks to reduce the spread of COVID-19 and strongly recommended the public limit all gatherings, especially those in excess of 50 people, in every community across the state; and

WHEREAS, as of March 15, 2020, there have been seven reported cases of COVID-19 in Montana, although none in Ravalli County; and

WHEREAS, § 7-5-104, MCA, authorizes the Town Council to waive the second reading of an ordinance passed in response to an emergency and provides such ordinance is effective upon passage; and

WHEREAS, an emergency ordinance requires a two-thirds vote of the whole Town Council for passage and remains effective for no more than 90 days; and

WHEREAS, §§ 2-3-103 through 2-3-111, MCA, provide that public agencies must ensure that prior to a final agency decision is taken that is of significant interest to the public, adequate notice is given and the public is allowed a reasonable opportunity to participate; and

WHEREAS, § 2-3-112, MCA, provides § 2-3-103 through 2-3-111, MCA, do not apply to an agency decision that must be made to address an emergency situation affecting the public health, welfare, or safety; and

WHEREAS, COVID-19 constitutes an emergency situation affecting the public health, safety and general welfare and proactively implementing mitigation measures to slow the spread of COVID-19 is in the best interests of the Town and its inhabitants.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Stevensville, Montana, as follows:

Section 1: All of the recitals set forth above are hereby adopted as Findings of Fact.

Section 2: All Town Board, Commission, Committee, and Council meetings are canceled through April 15, 2020. The Mayor is authorized to extend cancellation of meetings on a week-by-week basis beginning April 15, 2020.

Section 3: In the event the Ravalli County Health Department directs or suggests a moratorium on public gatherings, or in the event of a confirmed case of COVID-19 within Ravalli County, Town Council meetings will be cancelled beyond April 15, 2020. The Mayor is authorized to cancel Town Council meetings on a week-by-week basis beginning April 15, 2020.

Section 4: Town Hall offices are closed to the public from March 16 through April 15, 2020. The Mayor is authorized to extend the closure on a week-by-week basis beginning April 15, 2020. Essential services at Town Hall will continue to be provided to customers remotely.

Section 5: The Town temporarily waives all late fees and will not shut off service for delinquent water and sewer accounts through April 15, 2020. The Mayor is authorized to extend such waivers on a week-by-week basis beginning April 15, 2020.

Section 6: The Town approves emergency leave up to an equivalent of two weeks paid leave for all Town employees who are required to be quarantined by the Ravalli County Health Department or a licensed physician due to COVID-19. Employees who are normally scheduled for shifts of 40 hours per week will be eligible to receive 80 hours of paid emergency leave. Employees who are normally scheduled for less or more than 40 hours per week will receive a prorated amount. Emergency leave does not accrue nor is it payable upon termination. In the event H.R. 6201, Families First Coronavirus Response Act, is adopted by the federal government and requires the Town to provide more extensive benefits, the Town will do so.

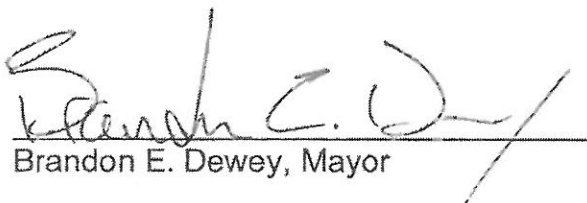
Section 7: The Mayor is hereby authorized to pay all claims and take any other such action authorized by law for public health, safety and welfare of the community, and for the continuity of business, which the Council will approve once the Council resumes regular operations.

Section 8: If any section, subsection, sentence, clause, phrase or word of this Emergency Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall affect only that part held invalid, and the remaining provisions thereof shall continue in force and effect.

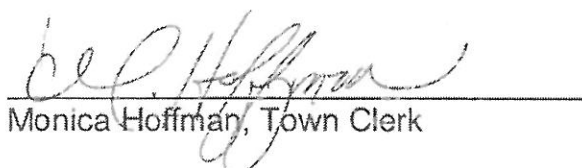
Section 9: This Emergency Ordinance shall take effect immediately upon its adoption by the Town council of the Town of Stevensville, Montana, and signing by the Mayor thereof.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF STEVENSVILLE, MONTANA, THIS 20TH DAY OF MARCH, 2020.

APPROVED:


Brandon E. Dewey, Mayor

ATTEST:


Monica Hoffman, Town Clerk