



**Stevensville Town Council Meeting
Agenda for
THURSDAY, MAY 27, 2021
7:00 PM
NVPL Community Room – 208 Main Street**

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

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Public Comments (Public comment from citizens on items that are not on the agenda)
4. Approval of Minutes
 - a. April 8, 2021 Meeting Minutes
5. Approval of Bi-Weekly Claims
 - a. Claims #16763 -#16782
6. Administrative Reports
7. Guests
8. Correspondence
9. Public Hearings
10. Unfinished Business
 - a. Discussion/Decision: Second Reading of Ordinance No. 167, re-zoning certain parcels from R1 to R2 Residential
 - b. Discussion/Decision: Second reading of Ordinance No. 169, Amending Building & Technical Codes
11. New Business
 - a. Discussion/Decision: Special Event and Alcohol Use Permit for Lutzenhiser Fundraiser c/o Stevensville Civic Club
 - b. Discussion/Decision: Contract with NewFields Companies, LLC for water rights hydrology
 - c. Discussion/Decision: Appointment of a Councilmember to serve on the Airport Board
 - d. Discussion/Decision: Install "Dead End" sign on Central Ave.
 - e. Discussion/Decision: Street name change request for Cowhide Lane
 - f. Discussion/Decision: Recreation Program Facilitator Job Description & Wage
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. April 8, 2021 Meeting Minutes

Stevensville Town Council Meeting Minutes
for THURSDAY, APRIL 08, 2021 7:00 PM

1. Call to Order and Roll Call

Mayor Dewey: called the meeting to order. Councilmembers Devlin, Ludington, Shourd and Vick were all present.

2. Pledge of Allegiance

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

Mayor Dewey introduced Public comment. There was no public comment.

4. Approval of Minutes

NONE

5. Approval of Bi-Weekly Claims

a. Claims # 16534-16681

Mayor Dewey: correction on the claims, it should read 16534-16684.

Councilmember Vick: I will make a motion to approve the claims.

Councilmember Shourd: 2nd.

Mayor Dewey: it has been moved by <Mr. Vick and 2nd by Mr. Shourd to approve the claims as presented, council comments? Public comment? Hearing none we will call for the vote, Laura.

Councilmember Devlin: aye.

Councilmember Ludington: aye.

Councilmember Shourd: aye.

Councilmember Vick: aye.

Mayor Dewey: thank you, we will move into administrative reports.

6. Administrative Reports

a. Airport

Mayor Dewey: airport in your packet for review.

b. Community Development

Mayor Dewey: community development in your packet for review.

c. Finance

Robert Underwood: so far to date the town has received 82% of the expected revue with still a large check coming in May or June. Also, as of today the town has spent 72% of the expected expenditures which totals 3214,000 not including tonight's claims of the 238,000. In the bank there is 3,636,388 minus tonight's claims we are just shy of 3.5 million in the bank. Any questions?

Councilmember Ludington: I noticed in the claims that monies from the airport, are we close to closing out that project?

Robert Underwood: that project right now is at 97% the project is done we just have one more draw down with just a few thousand bucks and it will be done.

Mayor Dewey: on that note with the airport project, you will have a budget amendment come in front of you next month for fiscal year 20/21 it will help to close out the books on that project because it was off, we will have you do that just in time for the audit there in May. You can expect public notices and public hearing for those. Anything further Robert?

Robert Underwood: no.

d. Fire Department

Chief Motley: gave his report that was provided to the council through the packet. Talked about the burning restrictions in the town limits. Spoke about the new members and the new cadets. Spoke to the rating of city and rural. Any questions?

Councilmember Ludington: zero mutual aid.

Chief Motley: we didn't extend mutual aid to any of our outlying partners.

e. Parks & Recreation

Mayor Dewey: parks and recreation report is in your packet; Bobby is not able to attend tonight he has been in training this week.

f. Police Department

Officer Ellington: gave his report that was provided to the council through the packet.

Mayor Dewey: any questions for Officer Ellington?

g. Public Works

Steve Kruse: gave his report that was provided to the council through the packet. March was a productive month for public works. Over the past five weeks we went from 156 non reading outdated meters and we are not at 53 so over 100 in a month. We decided to make that our priority. First thing we are trying to do is rule out the meters and we have done a good job at that. Storm drains have been addressed. Any questions?

Councilmember Vick: what is the progress on the water quality issue that I brought up with you on Buck Street.

Steve Kruse: good question, we went and did the test, and their water came back in the parameters of where it should be. I can tell you that the water is right smack dab in the middle of every test, and I think there are thirty tests.

Councilmember Vick: thank you.

Steve Kruse: I sent her copies of the tests.

Mayor Dewey: any further questions?

Councilmember Devlin I do have a question going back to the airport I think Mr. Vick you haven't been able to go to very many of the airport board meetings. And we have not seen our eyeballs on our airport manager yet. So are we going to get to see his eyeballs at some point? It would be nice to have the information given to us like the rest of everyone. I just don't know if we are getting adequate information. When Mr. Vick is not able to go, and we are not seeing him.

Mayor Dewey: the airport managers position has been some what a slow role in terms of a transition of that employee into that position, he is a part time staff member for the town his hours are limited with us a lot of his attention and time has been dedicated to interfacing with the airport users there are number of personality dynamics there and relationship aspects with the town that he is trying to rebuild a lot of his time has been devoted to this. As you can see, we ramped up the airport report a little bit at least gave you something in writing to go with I would expect going forward over the next couple of months you will more frequently see him because it is only one meeting a month that he needs to come to. Your point is taken.

Councilmember Vick: I can tell you that I have been in contact with Craig pretty frequently at least once a month, who is the chair of the airport board, he is letting me know that the project is nearing completion, the manager is doing a great job getting things setup up there, currently going through some certifications to get folks to be able to drive the snowplow and really that is it, business is as usual things are going great no huge complaints just a couple of wildlife running through the air field no and then. Increased traffic of course because Hamilton is closed now, we will start to see increased air traffic due to the agreement with the forest service.

Councilmember Devlin: thank you.

Mayor Dewey: any thing further on administrative reports from the council?

7. Guests

None

8. Correspondence

None

9. Public Hearings

None

10. Unfinished Business

None

11. New Business

a. Discussion/Decision: HDR Task Order No. 9, Water Rights Needs Assessment

Mayor Dewey: introduce new business item (a) HDR task order No. 9 as the packet outlines this is another step in the lengthy process that we have undertaken to resolve the water rates issues that seem to haunt the town for decades and as you recall we have engaged Ross Miller as our water rights attorney some time ago now and we are continually building steps into this system to eventually get this global permit put together for the well field. So, there's some work being done and will have a recommendation for a contract for you folks at a subsequent meeting for the hydrology work that needs to be done with our well field and water rights that will be done by a separate firm and that RFQ is closing out pretty soon if not already this is kind of the third spoke in the that wheel that we have the water rights attorney, the hydrology and then we have HDR as our engineer pulling all of those pieces together that Ross will submit to the DNRC. If approved this is a step in resolving the many steps over water rights over the past several months.

Councilmember Vick: I will make a motion to approve.

Councilmember Shourd: 2nd.

Mayor Dewey: it has been moved by Mr. Vick and 2nd by Mr. Shourd. Council comments?

Councilmember Ludington: I think this is a great opportunity for us and I see by the worksheet that they have done it is going to be managed by Craig or a specific person?

Mayor Dewey: not necessarily, Craig has had the most experience with the process that we have taken on so far at least in my ten-year and that was really when HDR started doing our water work for us and so between he and Ross and I we feel we have built those relationships and have the best understanding so I think when he looked at this proposal and discussed it over with him about HDR doing this work for us he seems to fit that match as he has the most knowledge on our water rights issues. Last point, this is obviously, if you look at the dollar amounts at the bottom this isn't a task order that necessarily has to come before council, the reason that it is in front of you this evening is really to keep you informed about where we are in terms of the water rights because it is such a high profile issue for the community we wanted to give you folks and the public an opportunity to put your eyes on it on how we are solving the problem.

Councilmember Ludington: I was just hoping that they had a water rights expert at HDR, I see that they have a couple of other people listed in the task order for resources.

Mayor Dewey: we are using the same team that had done a lot of this work, almost exact same work as they did for Lolo, the Lolo water district had similar issues like we have and it happens to be, I don't know I haven't seen the RFQ's come back I am not sure what firms are submitting for hydrology, Ross and Craig and the folks at HDR did work together on the Lolo water rights situation so we are encouraged that they are bringing that experience with them to us. Any

further comments from council? Public comment? With that, we will call for the vote, Ms. Miller.

Councilmember Devlin: aye.

Councilmember Ludington: aye.

Councilmember Shourd: aye.

Councilmember Vick: aye.

Mayor Dewey: the motion passes unanimously.

b. Discussion/Decision: Confirmation of Police Officer Jacob Guida

Mayor Dewey: introduced new business item (b). Mr. Guida has been with the police department for a year and at the close of their probation at the close of the police officer probation period we ask the town council to confirm the status with the Town of Stevensville's police department. Mr. Guida passed his field training with flying colors and Officer Ellington has done a great job over the past 13 weeks, he currently works night shifts along with Mr. Alspaw, they split the night shifts we have 7 nights of coverage a week.

Councilmember Vick: I will make the motion.

Councilmember Ludington: 2nd.

Mayor Dewey: it has been moved by Mr. Vick and 2nd by Mr. Ludington. Council discussion? Public comment? Hearing none we will call for the vote, Ms. Miller.

Councilmember Devlin: aye.

Councilmember Ludington: aye.

Councilmember Shourd: aye.

Councilmember Vick: aye.

Mayor Dewey: thank you that motion passes.

c. Discussion/Decision: Construction contract for the E 3rd Street Improvements Project

Mayor Dewey: introduced new business item (c) we opened bids at the April 1st meeting. HDR has had the opportunity to evaluate those bids and get their hands on them and confirm where they stand on the engineers estimate. The engineers estimate is older, is more or less evaluated before we knew what things cost before the pandemic. So naturally these bids did come in higher than the original engineers estimate but they are in reason. On third street the recommendation from HDR is to take necessary steps to award the project to Three Rivers Landworks. The council has a couple of options here, you can simply award the bid this evening, we don't have a contract document in front of you tonight, so you can award the bid and ask us

to bring back the contract for your approval or you can authorize the administration to move forward and authorize the contracts knowing that contract process is.

Councilmember Devlin: I think that we were faced with something similar for the airport and at that time we requested to have the bid and I think for keeping everything equal I think that would be appropriate in the instance as well.

Councilmember Vick: I make a motion to approve the bid and ask that you come back to us with a simple contract for us to go over quickly.

Mayor Dewey: just to be clear we are not the one drafting the contract.

Councilmember Vick: I understand that.

Councilmember Shourd: 2nd.

Mayor Dewey: it has been moved to award the bid to Three Rivers Landworks with a contract coming before council 2nd by Mr. Shourd. Council discussion?

Councilmember Ludington: I was hoping that I would see Mr. Lubbers.

Mayor Dewey: I didn't ask him to come. I am trying to bring our engineering costs down a bit sir.

Councilmember Ludington: he graduated from high school with my daughter, so.

Mayor Dewey: we will see plenty of him after this.

Councilmember Ludington: okay good I can give him a really hard time; I had a little bit of an issues because this was 15% over the 5th street bid was 2%. That is always my deal with engineers estimates, I have to get them a hard time when they are not right, so they are not right even though it is old and we are dealing with a pandemic there they are still high, I expect ten or less that is doable. I have done it to engineers for years and comment on this is that it is really off, especially when the other one is really close.

Mayor Dewey: any further comment from council? Any public comment?

Councilmember Devlin: did they provide an explanation as to why it is more expensive than originally thought?

Mayor Dewey: not directly, when we saw the bids compared to the engineers estimate we think we are getting used to seeing cost increases, I guess some of us in the office are a little callus seeing increased costs, we just see bills trickling up the rising cost of stuff. One other plausible other reason, that this is slightly higher is because we did an amendment to the original request for bid, we are off on our original count on water and sewer services and then we didn't really, we had two people counting. The former public works director gave HDR a list and said these are the sewer and water that need to be replaced. Then when Riley came for the pre-conference, Riley, myself and Steve got out to 3rd street and started looking things weren't adding up so we went back to the maps, reverified, there was a discrepancy in the numbers so those services could have thrown numbers off, it is not going to add up to 15%. It is plausible that wasn't an engineer's estimate based off of the original numbers and they were off. The good thing is with doing those services we won't have to ever dig up that again, that was the

goal and that is why when one important thing to highlight in this, when we break out the costs of this project a good share of it will come out of the gas tax fund, and you will see the water and sewer expenses come out of the water and sewer fund, so they are going to help with this project in that piece of the project, that doesn't answer your question Jaime, does it?

Councilmember Devlin: no, it is 25, 0000 more.

Mayor Dewey: the 25,0000 does account for a handful of water and sewer that we miss counted that is not the best answer to give you, in realty I don't have an answer for you.

Councilmember Ludington: that is normally what they will get from the engineer also there are a couple of different things.

Mayor Dewey: I want to ask if you are satisfied?

Councilmember Devlin: ultimately, they can choose to do what they want to do, and we get caught up in this hamster wheel of getting an answer.

Mayor Dewey: there is nothing preventing the town to say, this is to above and beyond. I guess the question is do you blame the engineer for underestimating or the contractor overestimating I guess we don't know that, so there is nothing preventing the town to come back and say no, but it is going to delay it that much more time, we are intending to give notice to proceed the day after the last day of school.

Councilmember Devlin: mean while the cost of everything is inflating.

Councilmember Ludington: as long as it is on the engineering firm, the estimates that you are going to get from a lot of these construction companies is not secret they would like to try and keep it from each other but they really don't I just wanted to, my intention is to keep the engineering firms as honest as possible and make sure that they are doing their work how ever many of hundreds of dollars an hour it costs us to get this done.

Mayor Dewey: I will ask HDR for some sort of explanation for the discrepancy.

Councilmember Ludington: something would be great.

Mayor Dewey: at least we would have asked and that we are paying attention. When they did propose the engineering contract there were some time in the contract for council meetings. Any further council discussion or public comment? Hearing none we will call for the vote, Ms. Miller.

Councilmember Devlin: aye.

Councilmember Ludington: aye.

Councilmember Shourd: aye.

Councilmember Vick: aye.

Mayor Dewey: okay.

d. Discussion/Decision: Construction contract for the E 5th Street Improvements Project

Mayor Dewey: introduced new business item (d) same process all though noted the engineer estimate is closer to the original. There is one condition of the administration that we will pay close attention to, JAG Paving and Grading is new company and so we are I guess as it talks about, wait I may be confused. I am sorry Three Rivers is the new company and we will make sure that they have everything laid out.

Councilmember Vick: I will make a motion to approve.

Councilmember Ludington: 2nd.

Councilmember Devlin: I would still like to see a contract first.

Councilmember Vick: I will add that to my motion.

Mayor Dewey: it has been moved by Mr. Vick and 2nd by Mr. Ludington to award the bid for the 5th street improvement project with a contract coming forth. Council discussion? Public Comment? Hearing none we will call for the vote, Ms. Miller.

Councilmember Devlin: aye.

Councilmember Ludington: aye.

Councilmember Shourd: aye.

Councilmember Vick: aye.

Mayor Dewey: alright motion passes unanimously.

12. Executive Report

Mayor Dewey: gave his executive report. If there is something you want to ask go ahead. There is something that I want to show you. (the following is paraphrased) Gave a presentation using Williamsburg's website. How Williamsburg is continuing to deal with revenue losses due to the pandemic. Talked about their budget concerns. I mentioned that we were going to bring on a dashboard to town hall to help measure goals. We have put together 5 main goals. You will see our vision coming forward. We wanted to have some goals to move forward with. We have found a tool to help with this, I am using Williamsburg's dashboard to show how that is done. Mayor Dewey walked the council through the Williamsburg's website/dashboard to explain the process of how it works to measure the towns goals via a dashboard system. Mayor Dewey talked about myside walk and how they track the data for us and report it back to the public in a performance dashboard. Talked about the department heads replacing their current monthly reports with the new system through myside walk. It does help us nail down some much-needed data about our town. I have heavily weighed the cost of this system; I did have some sticker shock. I did some more research on other towns that use it. Mayor Dewey discussed the costs of the program and what we are currently spending on public relations, about \$5,000.00. Council feedback? I am happy to share with the council how other communities are using this.

Councilmember Devlin: the part that grabs me that I do like about it, is that the public would have an opportunity to validate rumors or not validate rumors or find out information at their fingertips if they need it. If they are thinking about something late at night or over a weekend, I do like that piece of it. I think the town has really rallied around.

Councilmember Ludington: I think if nothing else it gives us a reason for the council or the administration an opportunity to refute rumors and show them this is what happened this is where it was, this is how you find it. Especially for those citizens that are attempting to at least standup for the loud voices that we have in this community we can say, hear is an opportunity for you to take a look at this comment as you like, hopefully we will attempt to be, this is not opinion, this is how much water we use this is data. We can't make the data really show something we don't want to because it is there. People have the right to say their opinion this is what the data said.

Councilmember Vick: I think that it would be good for us to be able to actually as a council person to be able to do some initial research and look at prior years without having to look through numbers or make my own graphs or what not.

Mayor Dewey: (unclear audio) to go back and see where we have been. And what needs to be addressed. (unclear audio) we can acknowledge that we won't be at these tables for ever we need to be able to hand something off to say this is what we did. Are there any other questions?

13. Town Council Comments

Councilmember Vick: now I am going to be the downer, my decision to vote no on Burnt Fork Estates at the April 1st meeting was not simply based on yeah or nay comment that was presented at public hearings and meetings but rather based on the context of those comments this is not a political stunt nor to gain power it is purely a decision that I would hope would make change (unclear audio) and the way that she put it, (resighted a quote). I believe that the mayor was incorrect in not using the public comment as a finding of fact because the MCA code 73-6-608 section 6 says otherwise. (resighted MCA code) it is also my opinion that during the March 25th meeting I felt offended as some of our citizens did as well when it was stated, what do I have to do to get at least one of you to vote yes on this in a public meeting. There is one of the conditions that was approved seems to be a violation of 76-3-6087 (resighted code) lastly on April 1st I believe that there was a violation of Roberts Rules of Order in which there was a vote held on an agenda item that had failed with out a motion to reconsider from the party. There was no prevailing party on the March 25th vote and Mr. Mayor you chose to not break the tie there by causing the approval to fail and no form of government in the United States guided by Roberts Rules state that it be brought back on the table as unfinished business when the item has failed. Finally, I want to say I am not against the development but there are many other reasons that I was not a fan of it, but these are my main reasons for voting no, I rescind. Thank you.

Councilmember Devlin: I too am going to speak to the reason why I voted the way I did last week; some very very concerning rumors are floating around about my choices and I wanted the opportunity to clarify some of those in my own words. I am still very upset about the meeting that we had please do not misunderstand my vote I care of the concerns of many of the people

have against the subdivision in fact the representative for the subdivision, one of them, asked me after the meeting when my term was up, my assumption to that is that I did push them pretty hard through this process. (unclear audio) which leads to one more rumor, I am not up for re-election in November you can't vote me out in November I am not up so, just be clear on that. I sustained as a protest against the future of our town and this subdivision. It was made clear to us that if we voted no we would be headed into a lawsuit with not very good results. By voting yes, we put the town at great risk because we have not properly prepared for this type of growth. Our polices are out of date our master plan has not been revised since 2006 our growth policy from 2016 has got a lot of conditions in it. It specifically recommended updating the subdivision regulations. I will not have my name on a lawsuit, we have seen currently where individuals that have been on this town council have been named in a lawsuit. I don't want my name on a subdivision because I do believe the lack of preparation over decades will lead to some serious consequences for our town. I did go in Saturday morning after two sleepless nights I made a post on my town council Facebook page I am going to read that out loud, I do owe you an apology Mr. Vick because I did get on the phone with you and bend your ear and I also thank you for allowing me to get me emotion out. The new subdivision known as Burnt Fork Estates has been a controversial topic for several months this is a project that holds many emotions when the tools in place allow for this type of development in our area change must happen, we have a master plan that has not been updated since 2006 and a growth policy from 2016 that contradicts itself through out. Because the developer was able to create and propose a development that falls in that outdated and contradictory policies that are in place our town is left with a no-win situation. Voting no would have opened our town up to a lawsuit from the developers, voting yes opens our town up to a development that we have not properly prepared for. Both carrying a chance of taxes being raised, both options were not acceptable to me, I abstained because I did not want to be responsible for these consequences of either option as I have stated several times the Town of Stevensville has had over a decade to prepare for this type of development. Past elected officials have failed to do so, yes, I am angry about this, our town deserves better I will not vote for something that I feel has potential to cause damage to a place that we all call home. With that said I have two and a half years left in my position and will do what I can to make sure that these policies are updated so that we as a town are not faced with this again. I am going to ask you to reach out to your councilmembers and speak to the change of policies that you would like to see. There is another rumor going around that is a quite personal one and it brings various emotions to the surface for me. Yes, I sold my house in Creekside, yes, I did. No, I did not sell it because of what is happening with the subdivision, I am not going to get into the details because it is personal and frankly it is nobody's business but I will tell you that I hope that nobody is faced with that decision there are things that have happened in my family that are requiring me to sell my home I don't appreciate the things that are being said in regards to that. There is a saying, we hear it, "you don't know what somebody else is going through so be kind" I can't emphasize that enough right now. You talk about how children are so cruel we as adults know better and we choose to do nothing but be cruel in certain situations, so I just ask that you think before you speak, if you have questions about my personal life or why I voted a specific way reach out and ask don't listen to the town crier, don't listen to other people's rumors don't listen to the view point ask me I am available.

Councilmember Ludington: I am going to say is I appreciate whole hardly the amount of deliberation, attention that the council paid to this particular issue. It is probably the biggest thing we will come to be dealing with a time goes on. There are other paradigm shifts going on in today's world involving all of the major things part of the foundations that we have lived by not strictly because of the pandemic but because of the shift of the way things happen these days it is happening in education, it is happening in organizations it is happening in all different types of events and organizations this is part of that, you could have never predicted this I think that there are pole that have spent time in the urban development and growth community for lack f a better term over the years this is what happened here, this is not outside of the norm there are certainly bigger and we haven't laid a decent foundation to what is responsible if you, one of the ways I think people need to come to a realization first go out and drive through Creekside Meadows and go over and drive through Twin Creeks Subdivision then go drive through the George Smith development behind the post office to the May addition of 8th, 9th and 10th street. And then at the tend of that drive down Charlo and see what you think, that is one of the older neighborhoods in town to be perfectly honest it looks like crap. It looks like absolute crap and we can put a shiny beacon on Creekside Meadows and Twin Creeks Subdivision something that looks nice, and I think we have come a long way in what we have done in building that community there are some really older crapy looking neighborhoods in this town and we can't do anything about it, it is going to look like that until it burns. So, if you look at some of the subdivisions that we have done over the past 10 or 15 years we have come a long way they are not perfect and we are not going to get a perfect one but I think we are going to keep trying and that means that we have to take risk and yes there is risk in this as I told one particular individual, I will do my darndest to make sure that we do not put the town and the citizens at risk with this subdivision. I will, we will do everything we possibly can to make sure that does not happen and that really all that we can do, that is all that we can do. We can't say wait a minute I am not paying for wait a minute that does not belong to me. Because there are areas of this town that we are paying for that don't have anything to do with what is going on now. I am sorry I drove down Charlos, and Buck and Mission Street the other day on this side of town I am ashamed, the houses are run down there are houses everywhere, those poor people that live over on Mission Street next to the house that burnt been like that for almost a year nothing, nothing has happened, looks the same as a year ago, what a shame, an absolute shame. Mean while at Creekside Meadows they are walking around pulling weeds on perfectly nice property, so yes, we have come a long way and we had some place to go, and I think that this is big step in that direction we need to look at what we have done in the past and what we are trying to do in the future. So, once again for your deliberations, I respect what you say and how you voted I have no issues with whether or not you approved or denied or afraid that you are going to get sued this is the job that we signed on for and I appreciate your common effort, I really do.

Councilmember Shourd: the decision regarding Burnt Fork Estates it wasn't a decision I wanted to make it was a decision that I signed up for and I committed myself to learning as much information that I could listening to as many people as I could I have had accusations from people that say you didn't listen to your constituents the neighborhood design that came out of planning and zoning is much different than what we approved the other night, I feel that we as a council took into consideration peoples concerns made adjustments to address those concerns and put in conditions to protect the things that people were fearful about. I told myself walking into that meeting what ever decision you make you have to justify, and I can go to bed justifying my decision and I am willing to discuss that with any one in town.

Mayor Dewey: that concludes town council comments.

14. Board Reports

Councilmember Shourd: there is a park board meeting at town hall there is also a town hall meeting, this is an opportunity to get feedback on Lewis & Clark and Father Ravalli Parks.

Mayor Dewey: genuinely thank Laura Miller for pitching in unexpectedly this week, Jenelle had some family matters to attend to this week and wasn't able to join us but Laura reluctantly but willingly it was one of those situations where the devil and the angel were both on her shoulder saying Laura you have to go then she came and did a great job and she didn't know that is was going to put her on the spot tonight but she did a great job and I appreciate her being here so with that unless there is anything else good for the order we will adjourn.

15. Adjournment

APPROVE:

ATTEST:

Brandon E. Dewey, Mayor

Jenelle S. Berthoud, Town Clerk

File Attachments for Item:

a. Claims #16763 -#16782

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
16763	E	1166 VISA		1,116.54					
	Feb 21	01/25/21	Admin-Label Maker	41.99			1000 410550	210	101000
	Feb 21	01/25/21	Admin-Copy Paper	19.80			1000 410550	210	101000
	Feb 21	01/25/21	FD-Copy Paper	6.60*			1000 420100	210	101000
	Feb 21	01/25/21	FD-Copy Paper	6.60*			1000 420410	210	101000
	Feb 21	01/25/21	BD-Copy Paper	6.60			2394 420531	210	101000
	Feb 21	01/25/21	W-Copy Paper	39.59			5210 430510	210	101000
	Feb 21	01/25/21	WW-Copy Paper	39.59			5310 430610	210	101000
	Feb 21	01/25/21	C-Copy Paper	6.60			1000 410360	210	101000
	Feb 21	01/25/21	AP-Copy Paper	6.60			5610 430300	210	101000
	Feb 21	01/25/21	PW-CDL Exams	206.00			1000 430200	380	101000
	Feb 21	01/26/21	E-Desk Pad	27.99			1000 410200	210	101000
	Feb 21	01/27/21	Admin-Godaddy Phone System	10.78*			1000 410550	340	101000
	Feb 21	01/27/21	C-Godaddy Phone System	3.59*			1000 410360	340	101000
	Feb 21	01/27/21	FD-Godaddy Phone System	3.59*			1000 420410	340	101000
	Feb 21	01/27/21	FD-Godaddy Phone System	3.59			1000 420100	340	101000
	Feb 21	01/27/21	BD-Godaddy Phone System	3.59			2394 420531	340	101000
	Feb 21	01/27/21	WD-Godaddy Phone System	21.56*			5210 430510	340	101000
	Feb 21	01/27/21	SD-Godaddy Phone System	21.57*			5310 430610	340	101000
	Feb 21	01/27/21	Airport-Godaddy Phone System	3.59			5610 430300	340	101000
	Feb 21	01/27/21	PD-USPS Services	42.00*			2394 420531	311	101000
	Feb 21	02/01/21	Streets-SCL Exams	87.60			1000 430200	380	101000
	Feb 21	01/29/21	Parks- Sign Holders	25.59			1000 460430	220	101000
	Feb 21	01/31/21	Admin-Switchboard	35.00*			1000 410550	330	101000
	Feb 21	02/15/21	Admin-Zoom	15.55*			1000 410550	330	101000
	Feb 21	02/15/21	Court-Zoom	15.55*			1000 410360	330	101000
	Feb 21	02/12/21	Admin-Acrobat Pro	12.99*			1000 410550	330	101000
	Feb 21	02/12/21	M-Acrobat Pro	12.98			1000 410200	330	101000
	Feb 21	02/12/21	PD-Acrobat Pro	25.00			1000 420100	330	101000
	Feb 21	02/16/21	Ambulance-AED Supperstore	114.46			2230 420730	380	101000
	Feb 21	02/16/21	Admin-NACPB	250.00			1000 410550	380	101000
16764		1529 Curtis Tools for Heroes		377.52					
	634937	04/20/21	Hanging letter patch for coat	377.52*			1000 420460	226	101000
16765		1604 Jane Ellis		40.00					
	S2021-03	05/07/21	Fire coat/pants repair	40.00*			1000 420460	226	101000
16766		710 Fast Initial Response Systems &		46.80					
	191900913	05/17/21	TH 1st aid replenish	46.80*			1000 410550	230	101000

All Bank Accounts
 * ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
16767	191900914	710 Fast Initial Response Systems & 05/17/21 Pool 1st aid replenish		139.94 139.94*			1000 460445	230	101000
16768	4297	05/10/21 AFR Fees May Statement	1722 Local Government Serices	95.00*			1000 410550	350	101000
16769	1087220	03/30/21 Firefighter Physical Frandsen	633 Marcus Daly Memorial Hospital *** Claim from another period (3/21) ****	85.00 85.00*			1000 420410	351	101000
16770	May 21	05/12/21 Admin-Postage	1731 Quacient Finance USA, Inc.	200.00			1000 410550	311	101000
	May 21	05/12/21 Court-Postage		40.00			1000 410360	311	101000
	May 21	05/12/21 PD-Postage		4.00			1000 420100	311	101000
	May 21	05/12/21 FD-Postage		10.00			1000 420410	311	101000
	May 21	05/12/21 BD-Postage		10.00*			2394 420531	311	101000
	May 21	05/12/21 W-Postage		58.00*			5210 430510	311	101000
	May 21	05/12/21 WW-Postage		58.00			5310 430610	311	101000
	May 21	05/12/21 AP-Postage		10.00			5610 430300	311	101000
16774	5R2100542	05/10/21 H2O renewal fee	289 MONTANA DEPT. OF ENVIRONMENTAL	70.00			5210 430510	330	101000
	5R2100542	05/10/21 Sewer renewal fee		30.00*			5310 430610	330	101000
16775	Invoice 1421,	Invoice 10264	1703 North Ridge Fire Equipment	572.89			1000 420460	360	101000
	1421	05/14/21 CS Supply HG25 hydrant gate va		491.90			1000 420460	226	101000
	10264	05/19/21 Hexarmor 8180 gloves		80.99*					
16776	May 21	05/04/21 Spec lighting #3	33 NORTHWESTERN ENERGY	11,827.66			2430 430263	340	101000
	May 21	05/04/21 206 Buck 90% TH Facility		245.55*			1000 411201	340	101000
	May 21	05/04/21 206 Buck 10% Bldg Dept		406.85*			2394 420531	340	101000
	May 21	05/06/21 Peterson Add'n lighting		45.21			2420 430263	340	101000
	May 21	05/06/21 Dayton Add'n lighting		182.80*			2410 430263	340	101000
	May 21	05/04/21 Maplewood Cemetery		251.35*			1000 430900	340	101000
	May 21	05/04/21 Main St seasonal lighting		10.40			1000 430263	340	101000
	May 21	05/06/21 Orig Town street lights		6.00			1000 430263	340	101000
	May 21	05/06/21 ESH - 5th St. lights		238.96			1000 430263	340	101000
	May 21	05/06/21 5th St - Lange Park lights		430.11			1000 430263	340	101000
	May 21	05/06/21 Add'l Town lighting		34.23			1000 430263	340	101000
	May 21	05/01/21 NW LDS parking lot		156.73			1000 430263	340	101000
	May 21	05/03/21 MBF H2O plant		0.00*			2430 430263	340	101000
	May 21	05/04/21 102 Main St pump #1		132.37			5210 430540	340	101000
	May 21	05/04/21 Riverview Cemetery IRR		69.12*			5210 430530	340	101000
	May 21	05/04/21 Riverview Cemetery IRR		45.20			1000 430900	340	101000

All Bank Accounts
 * ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	May 21 05/04/21	Maplewood Cemetery		45.20			1000 430900	340	101000
	May 21 05/04/21	Sewer lift station W. Central		10.59			5310 430640	340	101000
	May 21 05/04/21	Sewer trtmt plant		4,295.25			5310 430640	340	101000
	May 21 05/04/21	Truck garage South		60.11*			1000 430100	340	101000
	May 21 05/04/21	L&C Yard Light		10.40*			1000 460430	340	101000
	May 21 05/04/21	L&C Park Irrigation 5hp IRR		46.62*			1000 460430	340	101000
	May 21 05/04/21	L&C Park Parking Lot		6.00*			1000 460430	340	101000
	May 21 05/05/21	L&C Park Restrooms/Field light		72.75*			1000 460430	340	101000
	May 21 05/04/21	214 Buck St. - H2O 25%		16.36*			5210 430510	340	101000
	May 21 05/04/21	214 Buck St. - Sewer 25%		16.36*			5310 430610	340	101000
	May 21 05/04/21	214 Buck St. - PD 50%		32.74			1000 420100	340	101000
	May 21 05/03/21	3rd & Park		12.42			1000 430263	340	101000
	May 21 05/03/21	421 Airport Rd - SRE 2/3		64.74			5610 430300	340	101000
	May 21 05/03/21	421 Airport Rd - FD 1/3		32.38*			1000 420422	340	101000
	May 21 05/05/21	Pool		109.12			1000 460445	340	101000
	May 21 05/03/21	MBF Well Field		4,485.25*			5210 430530	340	101000
	May 21 05/03/21	MBF booster station		150.37			5210 430550	340	101000
	May 21 05/04/21	Creamery Park (223 Main)		46.89*			1000 460430	340	101000
	May 21 05/04/21	102 Main Street D-PD		52.70			1000 420100	340	101000
	May 21 05/06/21	Dickerson Park		6.53*			1000 460430	340	101000
16777		108 BITTERROOT STAR		18.72					
		Notice of Public Hearing May 3 & May 12							
	1664	05/12/21 Notice of Public Hearing		18.72*			1000 410550	320	101000
16778		1121 a2z Supply Corp		110.50					
	05111017	05/11/21 T Series Hoister		110.50*			1000 420100	227	101000
16779		77 THATCHER COMPANY OF MONTANA		791.43					
	352555	05/06/21 55 gal drum T Chlor 12.5		794.20			5210 430540	220	101000
	352555	05/06/21 Container Deposit		160.00			5210 430540	220	101000
	352555	05/06/21 Freight		137.41			5210 430540	220	101000
	352556	05/07/21 Container deposit return		-520.00			5210 430540	220	101000
	352556	05/07/21 Freight container return		219.82			5210 430540	220	101000
16780		728 HDR ENGINEERING, INC.		6,925.63					
	1200348124	05/13/21 3rd Street Project Mgmt		1,659.66			2820 430200	350	101000
	1200348124	05/13/21 3rd Street Bid Phase		239.45			2820 430200	350	101000
	1200347870	05/12/21 BFE Preplat review		74.24*			2250 411010	350	101000
	1200347870	05/12/21 Pool Evaluation		1,143.36*			1000 460445	350	101000
	1200347868	05/12/21 Water System Eng Report		2,473.54*			5210 430510	350	101000
	1200347867	05/12/21 Sewer Park Ave Extension		74.24*			5310 430610	350	101000
	1200347867	05/12/24 Sewer Park Ave Extension		1,261.14*			5310 430610	350	101000

All Bank Accounts
* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
16781	1738359	05/18/21 Taser/Year 3 payment	1634 AXON ENTERPRISES, INC.	1,299.00			1000		420100	212		101000
			*** Claim from another period (4/21) ****	1,299.00*								
16782	352414	04/01/21 4 55 g drum T-Chlor 12.5	77 THATCHER COMPANY OF MONTANA	1,091.74			5210		430540	220		101000
	352414	04/01/21 Container Deposit		794.20			5210		430540	220		101000
	352414	04/01/21 Freight Charges and Surcharge		160.00			5210		430540	220		101000
				137.54								
			# of Claims	Total:								
			17	24,808.37								
			Total Electronic Claims	1,116.54								
			Total Non-Electronic Claims	23691.83								

Fund/Account	Amount
1000 GENERAL	
101000 Cash - Operating	\$6,672.46
2230 AMBULANCE	
101000 Cash - Operating	\$114.46
2250 PLANNING	
101000 Cash - Operating	\$74.24
2394 BUILDING CODE ENFORCEMENT	
101000 Cash - Operating	\$107.40
2410 DAYTON LIGHTING #1 DISTRICT 55	
101000 Cash - Operating	\$251.35
2420 PETERSON ADDN LIGHTING #2 DISTRICT 80	
101000 Cash - Operating	\$182.80
2430 GEO SMITH LIGHTING #3 DISTRICT 76	
101000 Cash - Operating	\$245.55
2820 GAS APPORTIONMENT TAX	
101000 Cash - Operating	\$1,899.11
5210 WATER	
101000 Cash - Operating	\$9,359.33
5310 SEWER	
101000 Cash - Operating	\$5,816.74
5610 AIRPORT	
101000 Cash - Operating	\$84.93
Total:	\$24,808.37

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

Council Council

Council Council

Mayor

Date Approved_____

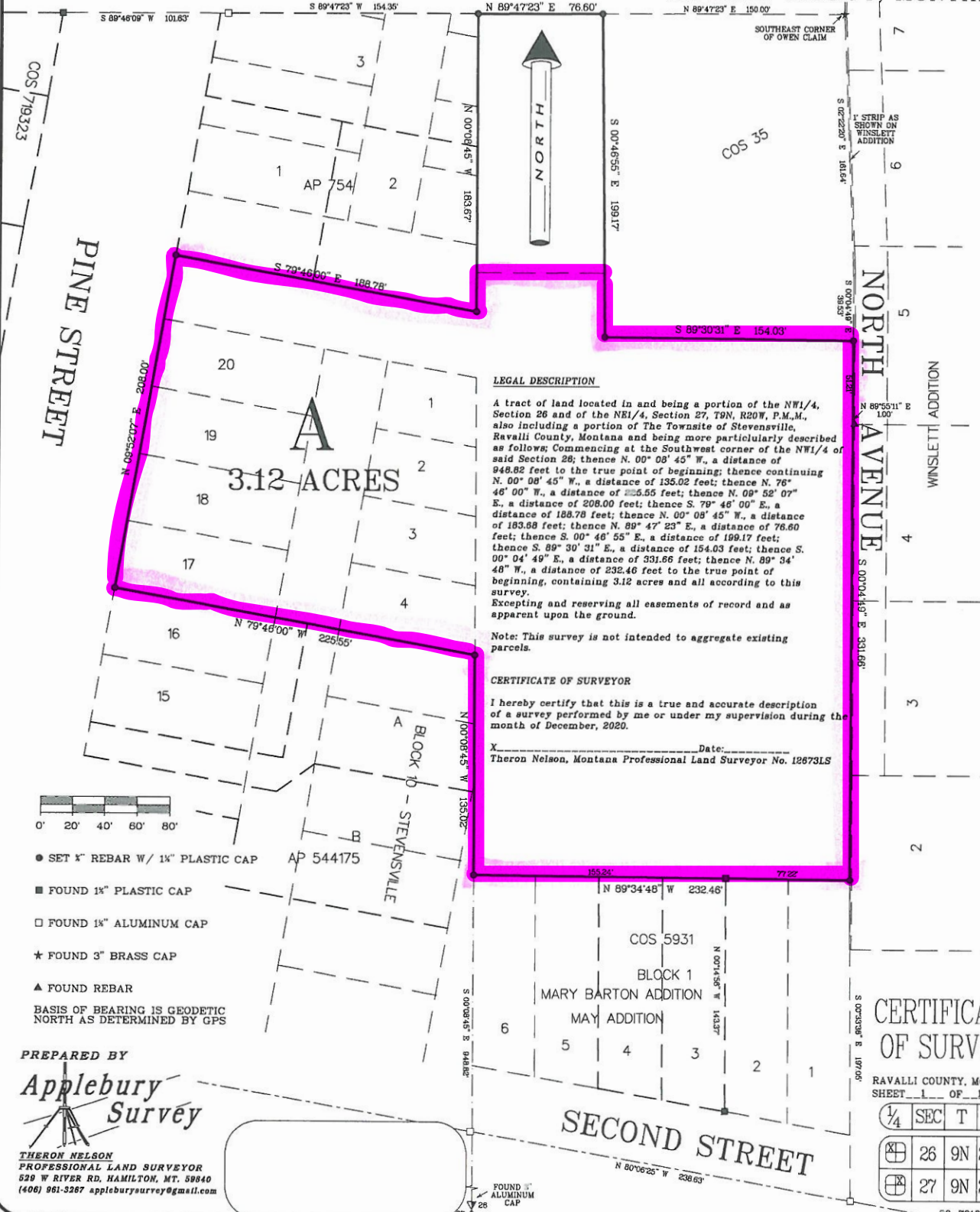
File Attachments for Item:

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

CERTIFICATE OF SURVEY

PURPOSE: RETRACEMENT OF DOCUMENT 750035
 OWNER: ILAMAR PROPERTIES LLC

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



LEGAL DESCRIPTION

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

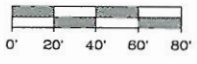
Excepting and reserving all easements of record and as apparent upon the ground.

Note: This survey is not intended to aggregate existing parcels.

CERTIFICATE OF SURVEYOR

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

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



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

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

CERTIFICATE OF SURVEY

RAVALLI COUNTY, MONTANA
 SHEET 1 OF 1

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



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	Unfinished Business
Person Submitting the Agenda Item:	Brandon Dewey
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	05/27/2021
Agenda Topic:	Discussion/Decision: Second Reading of Ordinance No. 167, re-zoning certain parcels from R1 to R2 Residential
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	05/27/2021
Notes:	



Action Requested: Consideration of Zone Change Application

Hearing Body: Town Council

Recommendation: Approval of Zone Change Application

Location: NHN Pine Street & North Avenue

Subdivision: Original Townsite & May Addition

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

Property Type Ravalli County: VAC_U – Vacant Land - Urban

Current Zoning: Light Density Residential (R-1)

Proposed Zoning: Medium Density Residential (R-2)

Current Use: Vacant Land

Historic Use: N/A

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

Project Summary

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

Background

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

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

Site Characteristics (Existing)

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



Residential Use

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

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

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



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

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

Sec. 10-224. - Dimensional requirements chart.

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

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

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

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

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

Sec. 10-230. - Residential chart.

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

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

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

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

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

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

Consistency with the Town of Stevensville’s Growth Policy

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

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

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

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



Considerations

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

Public Input

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

Findings of Fact

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

Staff Recommendation: Approval
Planning & Zoning Recommendation: Approval

ATTACHMENTS:

- Application
- Letter from Applicant
- Vicinity maps

Prepared By: Mayor Brandon Dewey

ORDINANCE No. 167


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


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

PASSED on first reading by the Town Council of the Town of Stevensville, Montana, on
this 13th day of May 2021.

Approved:

Attest:


Brandon E. Dewey
Mayor


Jenelle Berthoud
Town Clerk

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

Approved:

Attest:

Brandon E. Dewey
Mayor

Jenelle Berthoud
Town Clerk

File Attachments for Item:

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



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Brandon E. Dewey
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	05/27/2021
Agenda Topic:	Discussion/Decision: Second reading of Ordinance No. 169, Amending Building & Technical Codes
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	05/27/2021
Notes:	



**TOWN COUNCIL
Agenda Communication**

**Regular Meeting
May 27, 2021**

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

Other Council Meetings

Exhibits

A. Ord. 169

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

Background:

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

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

Board/Commission Recommendation: Applicable - Not Applicable

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

MOTION

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

ORDINANCE NO. 169

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

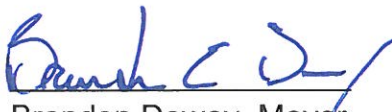
SECTION 1. Article VII, Sec. 6-156 of the Stevensville, Montana Municipal Code shall be amended by changing the "International Energy Conservation Code, 2012 edition," to the "International Energy Conservation Code, 2018 edition."

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

Passed on First Reading by the Stevensville Town Council this 13th day of May, 2021.

Approved:

Attest:


Brandon Dewey, Mayor


Jenelle Berthoud, Town Clerk

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

Approved:

Attest:

Brandon Dewey, Mayor

Jenelle Berthoud, Town Clerk

File Attachments for Item:

a. Discussion/Decision: Special Event and Alcohol Use Permit for Lutzenhiser Fundraiser c/o Stevensville Civic Club



**TOWN COUNCIL
Council Communication**

**Regular Meeting
May 27, 2021**

Agenda Item: Discussion/Decision: Special Event and Alcohol Use Permit for Lutzenhiser Fundraiser c/o Stevensville Civic Club

Other Council Meetings

Exhibits A. Special Event Permit Application, Alcohol Use Request Form

This agenda item provides Council with the ability to approve the special event permit and alcohol use for the Lutzenhiser Fundraiser.

Background:

The Stevensville Civic Club and event coordinator Gretchen Langton are requesting approval of a Special Event Permit for the Lutzenhiser Fundraiser scheduled for June 4, 2021. The Lutzenhiser Fundraiser is going to entail an auction, music, food and beer garden.

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

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

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Deny approval of the Special Event and Alcohol Use Permit for the Lutzenhiser Fundraiser scheduled for June 4, 2021.

MOTION

I move to: approve the Special Event and Alcohol Use Permit for the Lutzenhiser Fundraiser scheduled for June 4, 2021.



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Brandon E. Dewey
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	05/27/2021
Agenda Topic:	Discussion/Decision: Special Event and Alcohol Use Permit for Lutzenhiser Fundraiser c/o Stevensville Civic Club
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	05/27/2021
Notes:	

TOWN OF STEVENSVILLE
APPLICATION FOR SPECIAL EVENT PERMIT

APPLICATION DATE: 4/23/21 (Must be at least 14 days prior to event)
NAME OF GROUP OR ORGANIZATION: Stevensville Civic Club / Lutzenhiser Fundraiser
CONTACT PERSON: Gretchen Langton TELEPHONE: 406-207-3738
ACTIVITY: Fundraiser, Auction (live), music, Beer, food

LOCATION REQUESTING: Lewis + Clark Park

DATE: 6/4/21 STARTING TIME: 5pm ENDING TIME: 9pm

ESTIMATED NUMBER OF PEOPLE ATTENDING: 300?

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 Stevensville Civic Club
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: _____

PLANS FOR CLEAN UP: Yes we have a committee

FEE: \$ 90.00

**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.

\$50 - special event permit
\$10 - garbage fee
\$30 - electrical fee

Special Permit: 4315

Fee: \$10.00

STATE OF MONTANA
ALCOHOLIC BEVERAGE CONTROL DIVISION

SPECIAL PERMIT
FOR THE PERIOD BELOW

THIS IS TO CERTIFY that Stevensville Civic Club of Stevensville, Montana is hereby granted a special permit to sell Beer and Table Wine to the patrons of the Lutzenhiser Fundraiser at Lewis & Clark Park (West end of 2nd Street), Stevensville, the location described on the application.

This permit starts on June 4, 2021 and ends June 4, 2021. All permit holders are required to follow the laws and rules of the Montana Alcoholic Beverage Code (MABC) regarding the sale of Beer and Table Wine.

DATED at Helena, Montana this 5th day of May, 2021.

DEPARTMENT OF REVENUE
Alcoholic Beverage Control Division

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

TOWN OF STEVENSVILLE
ALCOHOL USE REQUEST FORM

Applicant Name Stevensville Civic Club / Lutzemhiser Fundraiser Phone Number 207-3739

Group/Organization Name Gretchen Langdon

Describe Intended Alcohol Use (type, amount, commercial or private, etc.)
Beer @ Lewis & Clark Park (South side)

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

Describe the Plan to: 1. Contain the alcohol use to a restricted area.
barriers/fencing to keep people in designated area.

Describe the Plan to: 2. Prevent the sale or use of alcohol by minors.
Customers will have to show ID, and wear wristbands

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

Approved _____ Date _____ Denied _____ Date _____
~~Fee: \$200~~ Date Paid: _____



SPECIAL EVENT PERMIT APPLICATION

Departmental Review

Event Name: Lutzenhiser Fundraiser Date(s): 6-4-21

Location(s): Lewis + Clark Park, South side of park

Fire Department

Comments: _____

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

Police Department

Comments: [Signature]

Approval: [Signature] Name/Title: MAC SOSA / POLICE CHIEF

Public Works Department

Comments: ADDITIONAL GARBAGE CANS WILL BE REQUIRED SPECIFICALLY FOR THE VENUE AREA

Approval: [Signature] Name/Title: PW DIRECTOR

Administration

Comments: See Conditions of approval.

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

File Attachments for Item:

b. Discussion/Decision: Contract with NewFields Companies, LLC for water rights hydrology



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Brandon E. Dewey
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	05/27/2021
Agenda Topic:	Discussion/Decision: Contract with NewFields Companies, LLC for water rights hydrology
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	05/27/2021
Notes:	

CLIENT SERVICES AGREEMENT

This Client Services Agreement (“**Agreement**”), which includes the terms and conditions in the numbered paragraphs below (the “**Terms and Conditions**”), all exhibits referenced in these Terms and Conditions, and each statement of work entered into by the Parties hereunder (“**SOW**”), is made and entered into effective as of [Date] (“**Effective Date**”)

BETWEEN: NewFields Companies, LLC, a Delaware limited liability company (“**NewFields**”)

AND: [Other Party] (“**Client**”)

(collectively, the “**Parties**” and individually, a “**Party**”). All notices, requests, demands, and other communications required or permitted under this Agreement will be provided to the Parties at the following addresses:

<p>NewFields: 1349 W. Peachtree St. NW, Suite 1950 Atlanta, Georgia 30309 Attention: Eric Salnas Email: esalnas@newfields.com</p>	<p>Client: Address: _____ Attention: _____ Email: _____</p>
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1. Description of Services. Client hereby engages NewFields, and NewFields hereby accepts such engagement, to provide, or to cause its affiliates to provide, to Client during the Term those services described in one or more SOWs, which will be substantially in the form of the sample SOW attached hereto as **Exhibit A**. A SOW will, at a minimum, describe the services to be performed by NewFields and/or by its affiliates (collectively, the “**Services**”), the compensation to be paid by Client to NewFields for such Services, and will be executed by both parties. All SOWs will be deemed attached hereto and incorporated into this Agreement.

2. Compensation. NewFields will invoice Client for amounts due for Services rendered every 4 weeks and Client will pay all invoiced amounts within 30 days after receipt of the invoice. All unpaid invoices will accrue interest at the rate of one and one-half percent (1.5%) per month to the extent that they are not paid by the end of such 30-day period. Any payment will first be credited against interest due, and once the interest due amount is extinguished, then payments will be credited against outstanding invoices. Client will also be responsible for all attorneys’ fees and costs incurred by NewFields in collecting delinquent amounts. In addition to the compensation described in a SOW, Client will reimburse NewFields for all reasonable out-of-pocket expenses incurred by NewFields in performance of the Services, unless the applicable SOW specifies otherwise.

3. Term, Termination, and Suspension of Services. The term of this Agreement (the “**Term**”) will begin on the Effective Date and continue until (i) 365 days has passed from the date of the last invoice issued to Client by NewFields under this Agreement or (ii) the date this Agreement is terminated pursuant to the terms of this Paragraph, whichever date occurs first. Client will have the right to terminate this Agreement or any SOW for any reason whatsoever upon 30 days’ written notice to NewFields. NewFields will have the right to terminate this Agreement or any SOW or suspend the Services upon 10 days’ written notice to Client if Client breaches any of the material terms of this Agreement or SOW. Each SOW will automatically terminate when all of the Services related thereto have been completed. In addition, each SOW will automatically terminate upon termination of this Agreement. Upon termination of this Agreement for any reason, Client will pay to NewFields all earned but unpaid fees and other amounts hereunder, and all reimbursable but unreimbursed expenses, costs, and disbursements described herein; and if such termination occurs before completion of the Services, then the amount of fees to be paid to NewFields will be determined (a) with respect to “fixed fee” Services, on a pro rata basis based on the percentage of Services then completed, and (b) with respect to “time and materials” Services, based on the number of hours then performed and the amount of materials then used.

4. Ownership of Materials. Upon payment in full by Client of all amounts owed to NewFields for Services under a SOW, Client will become the owner of all deliverables prepared by NewFields in performance of such Services and identified as such in such SOW. Notwithstanding the above, NewFields will be the sole owner of all (i) ideas, know-how, approaches, methodologies, concepts, skills, tools, techniques, expressions, libraries, processes, routines, and technologies created, adapted, or used by NewFields in its business generally, whether or not possessed by NewFields prior to, or acquired, developed, or refined by NewFields during the course of, the performance of the Services, (ii) information produced as a result of NewFields’ performance of the Services, other than the deliverables and (iii) intellectual property rights inherent therein and appurtenant thereto (collectively, the “**Tools and Rights**”). Client will have no interest in or claim to such Tools and Rights, and NewFields will be free to use any such Tools and Rights for its own behalf or in providing services to any persons or entities in the future. Notwithstanding the foregoing, Client will continue to be the owner at all times of all information and documents provided to NewFields by Client for the performance of the Services, with NewFields having the right to retain a copy of all project files.

5. Standard of Care. Notwithstanding any clause in this Agreement to the contrary, NEWFIELDS EXPRESSLY DISCLAIMS ALL WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY O



FOR A PARTICULAR PURPOSE; OR ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE. It is agreed by the Parties that the quality of the Services will be judged solely by whether NewFields performed the Services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances.

6. Insurance. The insurance coverage provided in **Exhibit B** will be maintained by NewFields throughout the Term and, in the case of coverage that is on a claims-made basis, for a period of two years after termination or expiration of this Agreement.

7. Indemnification. Subject to Paragraph 8 below, each Party will defend, indemnify, and hold harmless the other Party, the affiliates of the other Party, and the shareholders, partners, members, directors, managers, officers, and employees of the other Party and of the other Party's affiliates (collectively, the "**Indemnitees**"), from and against any and all Losses arising out of or resulting from any third party claim, suit, action, or proceeding to the extent arising out of or resulting from: (i) bodily injury, the death of any person, or damage to property resulting from the negligent acts, negligent omissions, or willful misconduct of the indemnifying Party or of anyone acting on its behalf in the performance of its obligations pursuant to this Agreement; (ii) the indemnifying Party's material breach of any representation, warranty, or obligation of the indemnifying Party set forth in this Agreement; or (iii) the violation of applicable law by the indemnifying Party or by anyone acting on its behalf in the performance of its obligations pursuant to this Agreement. For purposes of this Agreement, "**Losses**" will mean losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

8. Limitation of Liability. In no event will the aggregate liability of NewFields and/or its affiliates under this Agreement exceed the lesser of (i) the total amount paid to NewFields by Client for the specific Services that gave rise to the liability or (ii) Five Hundred Thousand Dollars (\$500,000). In addition, in no event will NewFields and/or its affiliates be liable to any Indemnitees for any lost profits or any indirect, special, consequential, or punitive damages arising out of or related to this Agreement or the breach thereof, or to the performance of the Services. In addition, neither Party will be liable for breach of contract damages that the breaching Party could not reasonably have foreseen on entry into this Agreement.

9. Dispute Resolution; Governing Law; Venue. Any dispute relating to this Agreement will be determined in accordance with the laws of the state in which the majority of the Services related to such dispute were performed or would have been performed, excluding any choice of law rule which might refer to the laws of another state, and the Parties hereby irrevocably submit and consent to the exclusive jurisdiction of the state and federal courts located in the state in which the majority of the Services were performed in connection with any such dispute.

10. Independent Contractor. NewFields will perform the Services as an independent contractor of Client, and nothing contained herein will be deemed to create a relationship of employment, agency, joint venture, or partnership between the Parties. Neither Party will have the authority to bind the other Party.

11. Confidentiality. As part of this Agreement, disclosures may be made by one Party ("**Discloser**") to the other Party ("**Recipient**") of certain proprietary and confidential information. "**Confidential Information**" means any and all confidential and proprietary information concerning the business, processes, technical know-how, financial condition, operations, assets, and liabilities of Discloser and/or its affiliates, including trade secrets. Confidential Information also includes all confidential and proprietary information of any other person or entity that Discloser is obligated to maintain or hold as confidential. Confidential Information does not include information which Recipient can document (i) is or becomes generally known or available to the public other than as the result of the breach by Recipient of its obligations hereunder, (ii) was known to Recipient, without restriction, prior to disclosure by Discloser, (iii) is disclosed to Recipient by a third party not subject to an obligation of confidentiality, or (iv) is independently developed by Recipient without the use of Confidential Information. Recipient will not directly or indirectly disclose, divulge or publish any of the Confidential Information obtained by Recipient to any person or entity, other than those of its employees, consultants, subcontractors, affiliates, and representatives (collectively, "**Representatives**") who or which are authorized to receive such Confidential Information, who have a bona fide need to know such Confidential Information in connection with the Services, and who are directly involved with the Services; and Recipient will ensure that such Representatives comply with the terms of this Agreement to the same extent as if they were a Recipient hereunder. Recipient will not use, and will not permit the Representatives to use, the Confidential Information for any purpose other than solely in connection with the Services. Recipient will



use at least the same precautions it takes to protect its own confidential information, and in no case less than reasonable means, to safeguard the Confidential Information. Should Recipient be contacted by law enforcement or served with a subpoena for any Confidential Information, Recipient will, to the extent permitted by law, contact Discloser in order to provide Discloser with time to object to the disclosure of any such requested Confidential Information. In the event that a protective order or other remedy is not obtained by Discloser, Recipient will, and will cause its Representatives to, furnish only that portion of the Confidential Information which Recipient or such Representatives are advised by written opinion of counsel is legally required. If and only to the extent that applicable law requires some or all of the restrictions in this Paragraph to be limited in duration in order for such restrictions to be enforceable, then such restrictions will apply for a period of five years after the date of each respective disclosure.

12. **Document Retention.** NewFields will be permitted to securely destroy all of its files related to the Services one year after the termination of this Agreement; except that, if applicable law or a litigation preservation requirement prohibits destruction of such files at that time, NewFields will be permitted to securely destroy such files once such law or preservation requirement is no longer applicable.

13. **Force Majeure.** Any delay or failure of a Party to perform its obligations under this Agreement (other than the payment of money) will be excused if and to the extent such delay or failure to perform is caused by an event or occurrence beyond such Party's reasonable control and without such Party's fault or negligence ("**Force Majeure**"). Force Majeure includes, but is not limited to, acts of God; actions by any governmental authority (whether valid or invalid); epidemics; pandemics; quarantine restrictions; shelter-in-place orders; death, disability, or severe illness of key personnel; embargoes; strikes and other labor disputes; fires; flood; windstorms; explosions; riots; civil unrest; natural disasters; wars; sabotage; acts of terrorism; or court injunction or order. If the Force Majeure continues for more than 30 days, this Agreement or any SOW may be terminated by either Party upon 10 days' written notice.

14. **Notices.** For a notice under this Agreement to be valid, it must be in writing and delivered by email, certified mail, or a recognized commercial express courier. A notice sent by email will be deemed delivered when the Party to which the email message is addressed acknowledges receipt, or on the next business day after such email is sent to such Party, whichever first occurs. A notice sent by certified mail will be deemed delivered three business days after the postmarked date. A notice sent by a recognized commercial express courier will be deemed delivered on the date the courier receipt states the notice was delivered.

15. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties relating to the subject matter hereof, supersedes all prior oral or written agreements, understandings, or arrangements with respect hereto, and may not be amended, changed, or supplemented except by written instrument executed by the Parties. In the event of any conflict between the Terms and Conditions and the terms and conditions of a particular SOW, the Terms and Conditions will govern and control, except to the extent otherwise expressly provided in such SOW. The provisions of Paragraphs 2-4, 6-9, 11, 12, and 14-18 of this Agreement will survive the termination or expiration of this Agreement.

16. **Nonsolicitation.** During the Term and for a period of one year thereafter, Client will not, directly or indirectly, in any manner solicit or induce for employment any employee or independent contractor of NewFields (or of its affiliates) who performed any Services under this Agreement. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, will not be construed as a solicitation or inducement for the purposes of this Paragraph, and the hiring of any employee or independent contractor who freely responds thereto will not be a breach of this Paragraph.

17. **Taxes.** Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind, imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on NewFields' income.

18. **Miscellaneous.** If any provision of this Agreement is declared unenforceable by a court of competent jurisdiction, such provision will be enforced to the greatest extent permitted by law, and such declaration will not affect the validity of any other provision of this Agreement. Any waiver of any provision of this Agreement will be effective only if in writing, and no waiver of any provision of this Agreement will constitute a waiver of any other provision of this Agreement, nor will such waiver constitute a waiver of any subsequent breach of such provision. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. NewFields may not subcontract to any third party (other than its affiliates) the provision of any of the Services without the prior written consent of Client, which consent may not be unreasonably withheld,



conditioned, or delayed. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned, or delayed. The undersigned signatory for each Party represents and warrants that such signatory has the authority to enter into this Agreement on behalf of such Party and to bind such Party by execution hereof. Signatures of the Parties, including electronic signatures, submitted by email transmission will be valid and binding for all purposes. This Agreement may be executed in any number of counterparts, and any Party hereto may execute any such counterpart, each of which when executed and delivered will be deemed to be an original and all of which counterparts taken together will constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have entered into this Client Services Agreement effective as of the Effective Date.

NewFields Companies, LLC

[Other Party]

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

File Attachments for Item:

c. Discussion/Decision: Appointment of a Councilmember to serve on the Airport Board



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Brandon E. Dewey
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	05/27/2021
Agenda Topic:	Discussion/Decision: Appointment of a Councilmember to serve on the Airport Board
Backup Documents Attached?	No
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	05/27/2021
Notes:	

File Attachments for Item:

d. Discussion/Decision: Install "Dead End" sign on Central Ave.



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:	Patrick Shourd
Second Person Submitting the Agenda Item:	Paul Ludington
Submitter Title:	Council Member
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	05/27/2021
Agenda Topic:	Discussion/Decision: Install "Dead End" sign on Central Ave.
Backup Documents Attached?	No
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	05/27/2021
Notes:	

File Attachments for Item:

e. Discussion/Decision: Street name change request for Cowhide Lane



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Brandon E. Dewey
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	05/27/2021
Agenda Topic:	Discussion/Decision: Street name change request for Cowhide Lane
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	05/27/2021
Notes:	



RAVALLI COUNTY GIS DEPARTMENT
215 S. 4TH ST SUITE E
HAMILTON, MT 59840
(406) 375-6622

<http://ravalli.us/170/Geographic-Information-Systems-GIS>

ROAD NAME PETITION

Processing Fee: \$125.00

1. APPLICANT INFORMATION:

Name: Jesse Reeves
Address: 315 Cowhide Lane
City/State/Zip: Stevensville, MT 59870
Telephone: Work: 406-546-5080 Home: 406-546-5080

2. MAIL DETERMINATION TO (if different than applicant information):

Name: Jesse Reeves
Address: PO Box 13
City/State/Zip: Stevensville, MT 59870

3. ROAD LOCATION DESCRIPTION: Personal driveway off of Cowhide Lane, across from the city water treatment plant

4. PARCEL TAX-ID: 287530

5. PROPOSED ROAD NAME: Silver Stone Lane
BACKUP NAME 1: Silver Field Lane
BACKUP NAME 2: Silver Lining Lane
BACKUP NAME 3: Silver Lane

(Shorter names make for better road signs)

6. SIGNATURES OF PROPERTY OWNERS WHO ADJOIN OR USE THIS ROAD:

The applicant hereby certifies that the signatures on this petition constitute the required amount of the landowners accessing or adjoining the road to be named by this petition.

Applicant's Signature: _____

This instrument signed before me, _____, a Notary Public for the State of Montana, this _____ day of _____, 20 _____.

File Attachments for Item:

f. Discussion/Decision: Recreation Program Facilitator Job Description & Wage



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Brandon E. Dewey
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	05/27/2021
Agenda Topic:	Discussion/Decision: Recreation Program Facilitator Job Description & Wage
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	05/27/2021
Notes:	

TOWN OF STEVENSVILLE
PARKS AND RECREATION POSITION DESCRIPTION

Position Title: Recreation Program Facilitator

Department: Parks and Recreation

Date:

GENERAL PURPOSE

The Recreation Program Facilitator works as part of a dynamic team to facilitate comprehensive recreational programs for the greater community. Positions include site facilitation, coaching, youth programs, seasonal programs, and adult programs

SUPERVISION RECEIVED

Works under the general supervision of the Parks & Recreation Director.

SUPERVISION EXERCISED

None.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Provides excellent customer service to the public (i.e.: patrons, vendors) and co-workers including responding to inquiries and requests and resolving customer complaints as necessary in a prompt, effective and courteous manner.

Performs normal duties in areas in which assigned such as day to day park activities, athletics, maintenance, special events and programs.

Assists staff during various program activities and special events offered by Parks and Recreation.

Attends in-service training and additional staff training, as necessary.

Enforces facility policies, rules and regulations, as necessary.

Assists in emergency protocol as required in training.

Assists in sanitary operation of facilities and restrooms.

Operates equipment safely and reports any unsafe work condition or practice to supervisor.

Assist key staff in facility set-up for organized events, as necessary.

Adopted by Council:

Revised:

Park Attendant Job Description 1

Distribution of facility related promotional materials.

Acts as a positive role model in all interactions with program participants.

Responsible for the facilitation and supervision of up to 10-25 youth/children daily.

Supervise Recreational Programing.

Responsible for the overall safety of the youth in the parks and sponsored field trips.

Perform other related duties to ensuring effective and efficient functioning of the Recreation Program.

May also perform unskilled and semi-skilled work necessary to the operation of maintenance of parks, lawns, and grounds including manual labor, operation of motorized equipment, equipment maintenance, building and grounds maintenance and construction.

Performs other duties as assigned.

DESIRED MINIMUM QUALIFICATIONS

Education and Experience:

Any combination of education, experience and training which demonstrates the knowledge and experience to perform the work. This may include:

- High School diploma or equivalency (preferred) and one to three years experience working in relevant area.
- Over the age of 18 (preferred)
- Valid CPR certificate
- Verified acceptable driving record

Necessary Knowledge, Skills and Abilities:

- (A) Knowledge of the recreation field
- (B) Ability to work on a team and maintain a positive attitude while working with children
- (C) Knowledge of first aid and cardiopulmonary resuscitation (CPR)
- (D) Ability to foster relationships with administrators and teaching staff
- (E) Ability to practice safe work habits while in the operation of Town of Stevensville vehicle(s)
- (F) Ability to maintain a high level of maturity and flexibility to create a positive learning experience
- (G) Attention to detail
- (H) Ability to work independently
- (I) Strong communication skills, customer service orientation

Adopted by Council:

Revised:

Park Attendant Job Description 2

- (J) Ability to move tables, chairs, furniture (for set up of events) and perform manual labor
- (K) Ability to work with people of all backgrounds
- (L) Must be able to lift 40 lbs

SPECIAL REQUIREMENTS

- (A) CPR and First Aid certificates.
- (B) Ability to pass a comprehensive background check.
- (C) Must possess or be able to obtain within 30 calendar days of employment a Montana Driver License

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Ability to work in an outdoor environment including hot and cold temperatures and noise, using pertinent equipment, with ability to travel to different sites and locations and lift 40 pounds.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to reach with hands and arms. The employee frequently is required to stand; walk; and use hands to finger, handle, feel or operate objects, tools, or controls. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear.

The noise level in the work environment is consistent with activity in urban parks.

The employee may be exposed to stressful situations as a result of human behavior.

Employee: _____

Date: _____

Supervisor: _____

Date: _____

Adopted by Council:
Revised: