



**Stevensville Town Council Meeting
Agenda for
THURSDAY, MARCH 12, 2020
7:00 PM**

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. February 27, 2020 Council Meeting
5. Approval of Bi-Weekly Claims
 - a. Claims #15796, 15812-15846
6. Administrative Reports
 - a. Airport Manager
 - b. Building Department
 - c. Finance
 - d. Fire Department
 - e. Police Department
 - f. Public Works Department
7. Guests
8. Correspondence
9. Public Hearings
 - a. Annexation of a Tract of Land Located in Section 35, Township 9 North, Range 20 West, 26.06 Acres, CS #691110-R Tract 1-B
10. Unfinished Business
 - a. Discussion/Decision: Easement Contract with Jesse Reeves for future well field infrastructure
 - b. Discussion/Decision: Resolution No. 470, annexing a Tract of Land Located in Section 35, Township 9 North, Range 20 West, 26.06 Acres, CS #691110-R Tract 1-B
 - c. Discussion: Review of special audit from May 2019 through July 2019
11. New Business
 - a. Discussion/Decision: Resolution No. 471, A Resolution Suspending Councilmember Robert Michalson for Unbecoming Conduct
 - b. Discussion/Decision: Agreement with First Call Computer Solutions for managed IT services
 - c. Discussion/Decision: Land Use Agreement for the Stevensville Airport with the U.S. Forest Service
 - d. Discussion/Decision: Resolution 458a, A Resolution amending the membership of the ad hoc Climate Action Advisory Board
 - e. Discussion/Decision: Mayor's Appointment of Patrick Shourd to the Park Board
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.

Item Attachment Documents:

- a. February 27, 2020 Council Meeting

Stevensville Town Council Meeting
Minutes for
THURSDAY, FEBRUARY 27, 2020
7:00 PM

1. Call to Order and Roll Call

Roll Call: Mayor Dewey, Councilmembers Michalson, Vick and Devlin were present. Councilmember Holcomb had an excused absence. Staff and members of the public were also present.

2. Pledge of Allegiance

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

Stacie Barker, 104 Winslett Ave.

Spoke about Nicole Court Housing Project, a low-income housing unit, including changing hands, surveying of the land and permits required for this project.

Mark Adams, 610 E. 2nd Street.

Expressed concern about the Town of Stevensville Fire Dept. and the Rural Fire Dept.'s Inter-Local Agreement. For several reasons, including the ISO rating, which raises homeowners' insurance, he would like this agreement to be completed.

Dave Thorson, 106 Winslett Ave.

Wrote a letter to the Council and Mayor several months ago; Opposes any low-income housing units being built because of the increase in crime activity and very concerned about flooding in house crawl-spaces.

4. Approval of Minutes
- a. February 6, 2020 Board of Adjustments
 - b. February 13, 2020 Council Meeting

Councilmember Michalson made a motion to approve minutes from February 6, 2020 Board of Adjustments and the February 13, 2020 Council Meeting. The motion was seconded by Councilmember Vick. Mayor Dewey called for Public Comment before calling on the vote; Motion passes 3-0 vote.

5. Approval of Bi-Weekly Claims
- a. Claims #15681-15806

Councilmember Michalson made a request to see the agreement from First Call. Councilmember Vick made a Motion to fulfill that request. Mayor Dewey requested the Financial Officer to provide that information, as requested. Councilmember Michalson asked about Claims # 15780, including the trash bags, forestry supply pants. Mayor Dewey clarified those purchases.

Discussion continued after the Finance Officer provided the agreement of services to Councilmember Michalson on First Call. The process was started before the budget was

approved, and the agreement was included in the FY20 Budget and signed after the FY20 Budget was approved.

Councilmember Vick made a motion to delay the approval of Claim #15796 until March 12th meeting. The motion was seconded by Councilmember Michalson. Mayor Dewey called for Public Comment before calling for the vote, and the motion passed, 3-0.

Discussion continued on the current claims in front of Council tonight, including the Claim # 15780, for the Building Department's travel expenses for an international training conference; Then, continued with Claim #15808, Shipping for Gator.

Councilmember Devlin made a motion to approve the remaining claims. The motion was seconded by Councilmember Vick. Mayor Dewey called for Public Comment before calling on the vote; Motion passes 3-0 vote.

6. Administrative Reports

7. Guests

8. Correspondence

- a. Letter from Attorneys Worden Thane P.C., Re: Sewer Lane Issues- 108 Main St.

The Correspondence is very lengthy; therefore, it will not be read outloud, the entire document is in the packet online, and the issue lies in MMIA's hands at this point.

9. Public Hearings

10. Unfinished Business

11. New Business

- a. Discussion/Decision: Annual Review of Position Descriptions requested by Councilmember Michalson

Mr. Mayor explained Councilmember Michalson submitted an agenda item, previously and he obliged to allow us time to put these together in a structured, organizational chart, in your packet tonight, with the ability to access each position within that chart by clicking on that position. The chart is not active to navigate in the packet, but it is through the Town's website. Councilmember Michalson would like to take this agenda item to a COW meeting, as Councilmember Holcomb has requested. Councilmember Vick would like to make a secondary motion and delay the item to include it with item C. of New Business. The motion was seconded by Councilmember Michalson. Mr. Mayor called for discussion on the seconded motion, then called for Public Comment. Mayor Dewey called for the vote on the secondary motion and the motion passes, 3-0.

The original motion on the floor was then withdrawn.

- b. Discussion/Decision: Town Attorney to be at Council Meetings only when approved by Mayor and Town Council President (Michalson/Holcomb)

Councilmember Michalson stated to Mr. Mayor, per the discussion on Tuesday, himself and staff feel more comfortable with the attorney being present during meetings. During that meeting. the Mayor stated that meetings in the past have gotten a little out of hand, and himself, Mr. Michalson stated then that he did not agree with that, and looking at the budgetary, we are over budget; Also, it's not the city attorney's job to keep the peace, as it's the Mayor's job to enforce council rules, and if he cannot do that, maybe the Chief of Police needs to be here.

Mayor Dewey agreed, it is not the Town Attorney's job to keep the peace but yet an available resource for the Council's decisions. It is more helpful to have him here, witnessing the meetings, rather than having to repeat the meetings in a non-biased way. The tenure of the council and administration is early to be making this decision and the Mayor would like to entertain that maybe after being here a full year, come back to this question after everyone feels more comfortable. Mayor Dewey reminded everyone that before the Council was appointed, members of the community expressed the desire to have the attorney present at our meetings. Mr. Mayor reminded Council that half of the attorney's bill for legal services is for prosecution; Mayor Dewey reiterated, as of today, we are not over budget in the General Fund. Discussion continued on the attorney's presence and the budget. The attorney stated that it is the town's business how they would like him to provide legal services.

Councilmember Vick made the motion to have Town Attorney present only when approved by the Mayor and Town Council President. The motion was seconded by Councilmember Michalson. Councilmember Devlin asked about other options until July, the next budget cycle, as both parties are never going to agree when the attorney needs to be present; Concerned, as to what that balance includes, or that determining factor. The Town attorney spoke about the options.

Mayor Dewey called for Public Comment.

Patrick Shourd, 507 Central Ave.

In favor of Mr. Owens' presence for Council's resource until that cost savings is determined.

Stacie Barker, 104 Winslett Ave.

Wondering where the budget amendment is from moving money around. The Council should know where the money is coming from.

Dawn Geiger, 222 Turner St.

Expressed that she has failed to see why the attorney not being here would be an emergency, if Council needed an answer, he could be called, as the attorney is not a doctor.

Mayor Dewey called for the vote and the motion passes, 3-0.

- c. Discussion/Decision: Schedule a Committee of the Whole Meeting to review Town of Stevensville Purchasing Policy (Michalson/Holcomb)

Councilmember Vick made a motion to schedule a COW Meeting to discuss agenda items a. & c. on Thursday, March 19th @ 6:30pm. The motion was seconded by Councilmember Michalson. Mayor Dewey called for Public Comment before calling on the vote; Motion passes 3-0 vote.

12. Executive Report

Mr. Mayor delivered his Executive Report, which is available online. Clarification was delivered on plans, not yet received at Town Hall for what is being called "Nicole Court." 3rd Street Improvement Project was also discussed, with residents being included on hopefully a neighborhood meeting. The Town was awarded a grant to complete the emergency generator at Town Hall. The organization/job description chart has been completed.

13. Town Council Comments

Councilmember Michalson spoke about the timeline of the inter-local agreement and the Council is done with it, as it is in the Mayor's hands.

Councilmember Devlin asked about the alley vacate and its progress. She will not be attending the March 27th Town Council Meeting due to family health matters.

14. Board Reports

15. Adjournment

Meeting adjourned at approximately 8:05 p.m.

APPROVE:

ATTEST:

Brandon E. Dewey, Mayor

Monica Hoffman, Town Clerk

Item Attachment Documents:

- a. Claims #15796, 15812-15846

* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
TABLED 2/26/2020 15796			1696 First Call Computer Solutions,	2,100.00					
	64977	02/01/20	Admin-Monthly Fee	315.00			1000 410550	356	101000
	64977	02/01/20	PD-Monthly Fee	315.00			1000 420100	356	101000
	64977	02/01/20	C-Monthly Fee	105.00			1000 410360	356	101000
	64977	02/01/20	BD-Monthly Fee	105.00*			2394 420531	356	101000
	64977	02/01/20	FD-Monthly Fee	105.00			1000 420410	356	101000
	64977	02/01/20	Sewer-Monthly Fee	525.00			5310 430610	356	101000
	64977	02/01/20	Water-Monthly Fee	525.00			5210 430510	356	101000
	64977	02/01/20	Airport-Monthly Fee	105.00			5610 430300	356	101000
15812		289 MONTANA DEPT. OF ENVIRONMENTAL		1,125.00					
	5L2001374	03/01/20	Outfall Charge	1,125.00			5310 430640	350	101000
15814		553 Lane and Associates, Inc.		76.23					
	7693	02/24/20	G. Thomas CDL drug test	38.12			5210 430510	350	101000
	7693	05/24/20	G. Thomas CDL drug test	38.11			5310 430610	350	101000
15815		1702 DE Lage Landen Finance Services,		51.02					
	67021652	02/22/20	Printer lease	51.02*			2940 410550	320	101000
15816		1712 Williamson Forest Mgmt. LLC		702.00					
	83	02/24/20	Stump Grinding	702.00			1000 460437	350	101000
15817		1691 Montana Law Enforcement		300.00					
	John Ellington	Feb 17-21, 2020	Course Tuition Professional Program						
	1003	02/19/20	Professional Program Tuition	300.00			2810 420100	380	101000
15818		1713 Jeannie McKinley		5.00					
			Jeannie McKinley paid the full amount for two Dog Tags (10.00) for \$10.00 then came back and asked for Senior Citizen Discount						
		Refund Sr Citizen Disco Dog Li		5.00			1000 323030		101000
15820		1693 Tim Netzley		71.05					
			Mileage Reimbursement for driving POV for work calls						
		Dec/Jan/Fe	02/01/20 Dec Mileage Reimbursement	71.05			2394 420531	370	101000
15821		1694 Joshua Thomas		114.55					
			Mileage Reimbursement for driving POV for work calls (Nov 2019- Feb 2020)						
		Nov-Feb202	03/01/20 Mileage Reimbursement	114.55			2394 420531	370	101000

* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date	Vendor #/Name/ Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period (2/20) ****									
15822		1119	Brandon Dewey	30.00					
Tribensee Vs TOS Records request for Verizon records									
	Feb 2020	02/25/20	Records Request-Tribbenee-To	30.00			1000 410200	352	101000
*** Claim from another period (2/20) ****									
15823		1714	Big Bear Sign Company Inc	172.00					
	2020-261	02/25/20	Street-Magnet Truck Signs	48.00			1000 430200	230	101000
	2020-261	02/25/20	W-Magnet Truck Signs	48.00			5210 430510	232	101000
	2020-261	02/25/20	WW-Magnet Truck Signs	48.00			5310 430610	232	101000
	2020-261	02/25/20	TH- inyle Decals	28.00			1000 411201	235	101000
*** Claim from another period (2/20) ****									
15826		748	Allegra Print & Imaging	791.56					
	64789	01/23/20	Admin-Env #10 Regular/Window	142.47*			1000 410550	210	101000
	64789	01/23/20	PD-Env #10 Regular	39.58			1000 420100	210	101000
	64789	01/23/20	FD-Env # 10 Regular	39.58*			1000 420410	210	101000
	64789	01/23/20	BD-Env #10 Regular	39.58*			2394 420531	210	101000
	64789	01/23/20	Water-Env #10 Regular	237.47*			5210 430510	210	101000
	64789	01/23/20	Sewer-Env #10 Regular	237.47*			5310 430610	210	101000
	64789	01/23/20	Court- Env #10 Regular	39.58*			1000 410360	210	101000
	64789	01/23/20	Airport-Env #10 Regular	15.83*			5610 430300	210	101000
15828	E	852	CENEX FLEETCARD	845.63					
	191157CL	02/29/20	PD-T - Fuel	37.40*			2810 420100	231	101000
	191157CL	02/29/20	FD - Fuel	101.44			1000 420460	231	101000
	191157CL	02/29/20	Amulance - Fuel	20.86			2230 420730	231	101000
	191157CL	02/29/20	PD - Fuel	291.70			1000 420100	231	101000
	191157CL	02/29/20	PW Admin - Fuel	42.77			1000 430100	231	101000
	191157CL	02/29/20	Road & Streets - Fuel	104.20			1000 430200	231	101000
	191157CL	02/29/20	Parks - Fuel	13.74			1000 460430	231	101000
	191157CL	02/29/20	Cemetery - Fuel	13.74			1000 430900	231	101000
	191157CL	02/29/20	Water - Fuel	109.89			5210 430510	231	101000
	191157CL	02/29/20	Sewer -Fuel	109.89			5310 430610	231	101000
15829		1656	COLJ CONFERENCE REGISTRATION	300.00					
MONTANA COURTS OF LIMITED JURISDICTION CONFERENCE									
	001	03/04/20	MAUREEN O'CONNOR'S REGISTRATIO	300.00			1000 410360	380	101000
15830		1146	Motorola Solutions, Inc.	375.00					
Nova Software - Monthly Subscriptions									
	42314	03/02/20	Apr Nova Subscription	75.00			1000 411100	352	101000
	42314	03/02/20	Apr Nova Subscription	300.00			1000 420100	330	101000

* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
15831			1667 Owens Law Firm, PLLC	2,351.60					
	2839	03/02/20	PROSECUTING ATTY SERVICES	1,098.80			1000 411100	352	101000
	2838	03/02/20	TOWN LEGAL SERVICES	1,252.80			1000 411100	350	101000
15832			1715 Tyler Reed	39.00					
			Annual fee for the magicJack on the AWOS phone line						
	2020	02/10/20	Reimbursement-annual AWOS Phon	39.00*			5610 430300	345	101000
15833	E		59 BITTER ROOT DISPOSAL	199.92					
	3372818	03/01/20	Street Solid Waste	149.94			1000 430200	340	101000
	3372818	03/01/20	Sewer Plant Solid Waste	49.98			5310 430640	340	101000
15835	E		8 RAVALLI ELECTRIC CO-OP	96.09					
	Jan 20	01/31/20	Airport Utilities - Lights Ele	57.67			5610 430300	340	101000
	Jan 20	01/31/20	Airport Utilities - Water Pump	38.42			5610 430300	340	101000
15836	E		8 RAVALLI ELECTRIC CO-OP	91.39					
	Feb 20	02/29/20	Airport Utilities - Lights Ele	52.09			5610 430300	340	101000
	Feb 20	02/29/20	Airport Utilities - Water Pump	39.30			5610 430300	340	101000
15837			77 THATCHER COMPANY OF MONTANA	1,071.72					
	350591	01/14/20	55G Drum T-Chlor 12.5 x3	778.38			5210 430540	220	101000
	350591	01/14/20	Container Deposit	160.00			5210 430540	220	101000
	350591	01/14/20	Freight Charges and Surcharge	133.34			5210 430540	220	101000
15838			1716 Quadient Leaseing USA, Inc	134.10					
	FY20 Q4		- Quarterly Postage Machine Lease						
	N8175696	02/21/20	C-Postage Mach Lease	6.69			1000 410360	311	101000
	N8175696	02/21/20	Admin-Postage Mach Lease	20.12			1000 410550	311	101000
	N8175696	02/21/20	PD-Postage Mach Lease	13.41			1000 420100	311	101000
	N8175696	02/21/20	FD_Postage Mach Lease	6.71			1000 420410	311	101000
	N8175696	02/21/20	W-Postage Mach Lease	40.23*			5210 430510	311	101000
	N8175696	02/21/20	WW-Postage Mach Lease	40.23*			5310 430610	311	101000
	N8175696	02/21/20	A-Postage Mach Lease	6.71*			5610 430300	311	101000
15839			1436 Maureen M. O'Connor	1,500.00					
	Mar 2020	02/26/20	Monthly Compensation	1,500.00			1000 410360	350	101000
15840			53 SUPER 1 FOODS	30.06					
	Feb 20	02/29/20	S-Water for testing	20.82			5310 430640	220	101000
	Feb 20	02/29/20	PD-Coffee with a Cop	9.24			1000 420100	336	101000

* ... Over spent expenditure

Claim	Check	Invoice	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
*** Claim from another period (2/20) ****												
15841		29	STEVENSVILLE NAPA AUTO PARTS	163.55								
	Feb 20	02/29/20	PW-Auto repair parts	40.37			1000		430100	232		101000
	Feb 20	02/29/20	P-Auto repair parts	6.73*			1000		460430	232		101000
	Feb 20	02/29/20	C-Auto repair parts	6.73*			1000		430900	232		101000
	Feb 20	02/29/20	W-Auto repair parts	40.38			5210		430510	232		101000
	Feb 20	02/29/20	WW-Auto repair parts	40.38			5310		430610	232		101000
	Feb 20	02/29/20	WW Plant-ops supplies	28.96			5310		430640	220		101000
*** Claim from another period (2/20) ****												
15842		74	STEVENSVILLE RURAL FIRE DISTRICT	33.23								
	87	02/19/20	FD-Food for monthly MTG Feb	33.23			1000		420410	229		101000
*** Claim from another period (2/20) ****												
15843		23	VALLEY DRUG AND VARIETY	54.06								
	Feb 20	02/29/20	FD-Dishpan & Basket	5.96			2230		420730	220		101000
	Feb 20	02/29/20	BD-Noification mailing	12.71*			2394		420531	311		101000
	Feb 20	02/29/20	W-UPS Shipping	12.40*			5210		430510	311		101000
	Feb 20	02/29/20	WW-UPS SHipping	12.39*			5310		430610	311		101000
	Feb 20	02/29/20	PD-UPS Shipping	10.60			1000		420100	311		101000
*** Claim from another period (2/20) ****												
15844	E	1166	VISA	1,308.78								
	Feb 20	01/22/20	E-GoDaddy Web Domain	21.17*			2940		410550	356		101000
	Feb 20	01/23/20	PD- Vista Print Business Cards	35.79*			1000		420100	320		101000
	Feb 20	02/05/20	PW-Dr Finley CDL Physical	103.00			1000		430100	350		101000
	Feb 20	02/07/20	Admin-Acrobat Pro monthly Subs	13.24			1000		410550	330		101000
	Feb 20	02/27/20	M-Acrobat Pro monthly Subs	13.24			1000		410200	330		101000
	Feb 20	02/07/20	PD-Acrobat Pro monthly Subs	24.99			1000		420100	330		101000
	Feb 20	02/10/20	M-Microsoft Office 360	19.99			1000		410200	330		101000
	Feb 20	02/10/20	Admin-Microsoft Office 360	40.00			1000		410550	330		101000
	Feb 20	02/10/20	W-Microsoft Office 360	10.00*			5210		430510	330		101000
	Feb 20	02/10/20	WW-Microsoft Office 360	10.00*			5310		430610	330		101000
	Feb 20	02/10/20	PD-Microsoft Office 360	20.00			1000		420100	330		101000
	Feb 20	02/10/20	A-MT Aviation Conf Fee	175.00			5610		430300	370		101000
	Feb 20	02/12/20	Streets- Road Manager	50.00*			1000		430200	330		101000
	Feb 20	02/14/20	PD-Tire Rama-Oil Change	46.80*			1000		420100	232		101000
	Feb 20	02/14/20	PD-Tire Rama-Tires	604.40			1000		420100	236		101000
	Feb 20	02/11/20	W-AMZN Receipt Paper	-16.78*			5210		430510	210		101000
	Feb 20	02/11/20	WW-AMZN Receipt Paper	-16.78*			5310		430610	210		101000
	Feb 20	02/16/20	TH-Costco -paper	7.35*			1000		410550	210		101000
	Feb 20	02/16/20	PD-Costco -paper	2.45			1000		420100	210		101000
	Feb 20	02/16/20	FD-Costco -paper	2.45*			1000		420410	210		101000
	Feb 20	02/16/20	BD-Costco -paper	2.45*			2394		420531	210		101000
	Feb 20	02/16/20	W-Costco -paper	14.69*			5210		430510	210		101000
	Feb 20	02/16/20	WW-Costco -paper	14.69*			5310		430610	210		101000
	Feb 20	02/16/20	C-Costco -paper	2.45*			1000		410360	210		101000
	Feb 20	02/16/20	A-Costco -paper	2.45*			5610		430300	210		101000

Fund/Account	Amount
1000 GENERAL	
101000 Cash - Operating	\$8,463.13
2230 AMBULANCE	
101000 Cash - Operating	\$26.82
2250 PLANNING	
101000 Cash - Operating	\$24.75
2394 BUILDING CODE ENFORCEMENT	
101000 Cash - Operating	\$345.34
2810 POLICE TRAINING & PENSION	
101000 Cash - Operating	\$337.40
2940 ECONOMIC DEVELOPMENT	
101000 Cash - Operating	\$72.19
5210 WATER	
101000 Cash - Operating	\$2,146.90
5310 SEWER	
101000 Cash - Operating	\$2,309.12
5610 AIRPORT	
101000 Cash - Operating	\$531.47
Total:	\$14,257.12

03/06/20
15:58:50

TOWN OF STEVENSVILLE
Claim Approval Signature Page
For the Accounting Period: 3/20

Page: 7 of 7
Report ID: AP100A

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

Council

Council

Council

Council

Mayor

Date Approved _____

Item Attachment Documents:

- a. Airport Manager

TOWN OF STEVENVILLE
AIRPORT ACTIVITY REPORT
March 12, 2020

MONTHLY REPORT:

The automated weather observation system stopped transmitting this month. A notice to airman was issued to inform pilots that it was unusable. A technician from OSI was able to remote in and fix the issue.

The taxiway and apron construction project will be delayed until June 1, 2020. The delay is due to the construction contractor's schedule. It is now set to be completed in September 2020.

An updated Land Use Agreement with the US Forest Service was created this month. The previous agreement expired on December 31, 2019. A draft of the new agreement is before the Council tonight.

Finally, I attended the Montana Aviation Conference in Great Falls. The primary theme of the conference was to get young people involved with aviation and aviation related careers. They are projecting a shortage of pilots, aircraft mechanics, and air traffic controllers in the future. The Stevensville Airport could reach out to the high school to educate students on aviation programs and opportunities offered throughout the state of Montana.

Item Attachment Documents:

- b. Building Department

MONTHLY REPORT

Building Department

February 2020

<u>Permits Issued</u>	<u>Fees Collected</u>
<u>Building</u> (3 permits)	
1. NSFR	\$0,895.00
2. New Commercial Building	\$0,000.00
3. Renovation/Remodel	\$0,000.00
4. Demo	\$0,000.00
<u>Electrical</u> (0 permits)	
1. NSFR	\$0,000.00
2. New Commercial Building	\$0,000.00
3. Renovation/Remodel	\$0,000.00
4. Demo	\$0,000.00
<u>Mechanical</u> (0 permits)	
1. NSFR	\$0,000.00
2. New Commercial Building	\$0,000.00
3. Renovation/Remodel	\$0,000.00
4. Demo	\$0,000.00
<u>Plumbing</u> (1 permits)	
1. NSFR	\$0,151.00
2. New Commercial Building	\$0,000.00
3. Renovation/Remodel	\$0,000.00
4. Demo	\$0,000.00
Total permits issued: 4	Total fees collected: \$1,046.00
<u>Activities</u>	
1. Inspections and consultations.	
2. Implement and standardize strategies to increase records retention and accessibility thereof.	
3. Digitizing records and day to day functions to be accessible across pertinent staff for greater efficiency.	
<u>Items of Interest</u>	
1. Internal efficiency.	
2. Open communication with public regarding building.	

Prepared by Tim Netzley, Building Official

Item Attachment Documents:

- c. Finance

Town of Stevensville Finance Report

Mar 13 2020

- Statement of Budget vs Actual as of 3/05/20





Town of Stevensville
Statement of Expenditures - Budget vs. Actual Report
As of 3/5/20

Fund	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Spent
1000 GENERAL	2,860	420,785	732,998	732,998	312,213	57%
2230 AMBULANCE	21	3,596	3,566	3,566	(30)	101%
2250 PLANNING	-	1,724	4,179	4,179	2,455	41%
2310 TAX INCREMENT FINANCE DISTRICT	-	691	22,900	22,900	22,209	3%
2311 TARGETED ECONOMIC DEVELOPMENT	-	9,884	10,038	10,038	154	98%
2390 DRUG FINES-FORFEITURES ACCOUNT	-	-	500	500	500	0%
2394 BUILDING CODE ENFORCEMENT	-	30,235	55,983	55,983	25,748	54%
2410 DAYTON LIGHTING #1 DISTRICT 55	-	1,739	3,583	3,583	1,844	49%
2420 PETERSON ADDN LIGHTING #2	-	1,265	2,606	2,606	1,341	49%
2430 GEO SMITH LIGHTING #3 DISTRICT 76	-	1,924	3,954	3,954	2,030	49%
2440 CREEKSIDE LIGHTING #4 DISTRICT 77	-	1,774	3,195	3,195	1,421	56%
2450 TWIN CREEKS LIGHTING #5 DISTRICT	-	2,841	5,844	5,844	3,003	49%
2810 POLICE TRAINING & PENSION	37	3,066	9,000	9,000	5,934	34%
2820 GAS APPORTIONMENT TAX	-	7,546	108,000	108,000	100,454	7%
2821 BaRSAA (HB 473)	-	-	55,385	55,385	55,385	0%
2889 HEYER FOUNDATION GRANT	-	295	530	530	235	56%
2940 ECONOMIC DEVELOPMENT	-	19,934	23,277	23,277	3,343	86%
2987 JEAN THOMAS PARK BEAUTIFICATIION	-	-	3,500	3,500	3,500	0%
4000 CAPITAL IMPROVEMENTS	-	23,354	56,200	56,200	32,846	42%
4001 SIDEWALK IMPROVEMENT	-	-	15,000	15,000	15,000	0%
4002 FIRE ENGINE CAPITAL IMPROVEMENT	-	25,000	25,000	25,000	-	100%
5210 WATER	150	388,076	724,240	724,240	336,164	54%
5250 WATER BOND PRINCIPAL & INTEREST	-	53,088	91,008	91,008	37,920	58%
5310 SEWER	1,325	215,396	322,424	322,424	107,028	67%
5350 SEWER BOND PRINCIPAL & INTEREST	-	98,477	189,528	189,528	91,051	52%
5610 AIRPORT	7	24,588	27,269	27,269	2,681	90%
5620 AIRPORT PROJECT	-	24,450	215,000	215,000	190,550	11%
7120 FIREMEN'S DISABILITY	-	-	4,000	4,000	4,000	0%
	4,401	1,359,730	2,718,707	2,718,707	1,358,977	50%

Item Attachment Documents:

- d. Fire Department



Fire report for March 12, 2020

Calls for the month of February: 52

Calls in Town: 27

Calls in District: 24

Mutual Aid:1

Medical: 36

Fire: 12

MVC: 4

Total calls: 52

Year to Date: 96

Calls in Town:49

Calls in district:46

Mutual Aid: 1

Medical:72

Fire: 19

MVC: 5

Total YTD: 96

Removed Christmas lights from Main Street

FFR1 Class is starting the Town is sending one Student Trevor Motley and the Rural District is sending five students

Department was able to secure a John Deer gator from the DOD for \$600.00

Received a grant from the RFA/VFA via the Ravalli County Fire Council for \$1230.00 for wildland gear

Jeff Motley, Chief
Stevensville Fire Dept.

Item Attachment Documents:

- e. Police Department

**TOWN OF STEVENSVILLE
POLICE DEPARTMENT ACTIVITY REPORT
March 12, 2020**

MONTHLY REPORT:

Coffee with a Cop was held on February 27, 2020. Chief Marble gave a presentation on “Theft, How to keep your belongings safe.”

The police department is currently operating with 3 working vehicles with 1 extra in reserve. The two other police vehicles are currently being removed of the LEO equipment and will be ready for public sale in the coming months.

POLICE DEPARTMENT STATISTICS:

February 2020

Calls for Service: 75

February 2020 calls pertained to the following:

Traffic stops, disturbances, disorderly conduct, assault, counterfeiting, theft.

Calls for Service January 1, 2020-February 29, 2020: 153

Item Attachment Documents:

- f. Public Works Department

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

UTILITIES REPORT

Water Production

	<i>This Month</i>	<i>Last Month</i>
<i>Gallons Produced</i>	11,901,000	

- 💧 The water test and reports are done.
- 💧 Water meter repairs.
- 💧 Froze water service under home to replace shut-off valve.

Waste Water Treatment

	<i>This Month</i>	<i>Last Month</i>
<i>Gallons Treated</i>	5,000,000	

- 💧 Sewer samples and reports done.
- 💧 Pressing sludge.
- 💧 Jetting sewers -Cleaning
- 💧 Sewer plug DMV office in their sewer line.
- 💧 U.V. Ballast burn out; New one installed.

STREETS & TRANSPORTATION

- 💧 5 trees down due to high winds.
- 💧 Mark out for power company in alley next to well #1 in alley between Mission & Charlos for water mains and sewer mains.
- 💧 Replaced power steering pump in White Dodge P.V.

CEMETERY'S

PARK MAINTENANCE

Item Attachment Documents:

- a. Annexation of a Tract of Land Located in Section 35, Township 9 North, Range 20 West, 26.06 Acres, CS #691110-R Tract 1-B



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	Public Hearing
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:	03/12/2020
Agenda Topic:	Annexation of a Tract of Land Located in Section 35, Township 9 North, Range 20 West, 26.06 Acres, CS #691110-R Tract 1-B
Backup Documents Attached?	No
If no, why not?	Reference Agenda Item in Unfinished Business
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	03/12/2020
Notes:	

Item Attachment Documents:

- a. Discussion/Decision: Easement Contract with Jesse Reeves for future well field infrastructure



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	Unfinished 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:	03/12/2020
Agenda Topic:	Discussion/Decision: Easement Contract with Jesse Reeves for future well field infrastructure
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	03/12/2020
Notes:	

Agenda Item: 10a, Unfinished Business
Discussion/Decision: Easement Contract with Jesse Reeves for future well field infrastructure

Other Council Meetings	November 7, 2019 November 19, 2019
Exhibits	NOTE: CONTRACT WILL BE INCLUDED IN PACKET PRIOR TO MEETING. DOCUMENT NOT AVAILABLE ON 3/5 PACKET DEADLINE.

This agenda item provides Council with the ability to authorize the Mayor to execute an easement contract with Jesse Reeves that will allow for future well field infrastructure on his 26.06 acres adjacent to the Town’s well field.

Background:

On November 7 and 19, 2020 the Town Council considered action on a right of first refusal for a 26.06-acre parcel of land adjacent to the Town’s existing well field. Although the Administration supported exercising the Town’s right of first refusal and acquiring the property, the Town Council decided to surrender the right of first refusal to the buyer, Jesse Reeves.

Instead, the Town Council asked the administration to work with Mr. Reeves to pursue an easement on the property that would enable the Town to place wells on the property in the future. As a condition of annexation, the Town is seeking a contract with Mr. Reeves that ensures an easement on the property in the future. At this time, the administration does not know how much land will be required for the easement, and where on the 26.06 acres the easement would be located. Those answers should be available following the 2020 Water System Preliminary Engineering Report. The report will outline future needs for wells, where they should be, and a time frame for installation.

The Town’s attorney is working to complete the contract in order for annexation of the property to proceed in a timely manner. Having a contract in place will allow for annexation while securing an easement that will be considered by the Town Council at a future date.

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): do not approve the contract

MOTION

I move to: authorize the contract for easement with Jesse Reeves for future well field infrastructure in his 26.06 acres.

Item Attachment Documents:

- b. Discussion/Decision: Resolution No. 470, annexing a Tract of Land Located in Section 35, Township 9 North, Range 20 West, 26.06 Acres, CS #691110-R Tract 1-B



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	Unfinished 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:	03/12/2020
Agenda Topic:	Discussion/Decision: Resolution No. 470, annexing a Tract of Land Located in Section 35, Township 9 North, Range 20 West, 26.06 Acres, CS #691110-R Tract 1-B
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	03/12/2020
Notes:	

Agenda Item: 10b, Unfinished Business
Discussion/Decision: Resolution No. 470, annexing a Tract of Land Located in Section 35, Township 9 North, Range 20 West, 26.06 Acres, CS #691110-R Tract 1-B

Other Council Meetings	February 27, 2020
Exhibits	<ul style="list-style-type: none"> A. Resolution No 470 B. Annexation Map C. Plan for Services D. Annexation Petition

This agenda item provides Council with the ability to authorize the annexation of property adjacent to the Town's existing incorporated boundary.

Background:

On February 27, 2020 the Town Council adopted Resolution No. 468, expressing intent to annex the property described as a Tract of Land Located in Section 35, Township 9 North, Range 20 West, 26.06 Acres, CS #691110-R Tract 1-B.

The proposed zoning of the property is C-2. The property owner, Jesse Reeves, states that his plans for the property are to build up to two homes on the property, as well as a possible building to for his home-based contracting business. Mr. Reeves desires municipal water and sewer services on the property and in exchange for annexation will provide an easement for the Town's future well field infrastructure. The Town's Twin Creeks Well Field is adjacent to the 26.06 acre proposed annexation.

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

The Planning & Zoning Board recommends annexation.

Alternative(s): do not approve Resolution No. 470

MOTION

I move to: approve Resolution No. 470, annexing a Tract of Land Located in Section 35, Township 9 North, Range 20 West, 26.06 Acres, CS #691110-R Tract 1-B

RESOLUTION NO. 470

A RESOLUTION TO ANNEX

WHEREAS, Jesse Reeves, as owner of the parcel of land described in Exhibit 1, has filed a Petition for Annexation to the Town, pursuant to MCA Title 7, Chapter 2, Part 46; and

WHEREAS, pursuant to §7-2-4601(3)(a)(i), Jesse Reeves represents more than 50% resident electors owning real property in the area to be annexed; and

WHEREAS, the Town of Stevensville Planning and Zoning Board has reviewed the Petition submitted by Jesse Reeves and recommended that the Town Council proceed with annexation; and

WHEREAS, the a plan for services has been developed and deemed adequate by the Town Council; and

WHEREAS, the Town Council has determined that it is in the best interest of the Town of Stevensville that the legally described parcel of land described in Exhibit 1 be annexed in accordance with §7-2-4601(3)(b).

NOW THEREFORE BE IT RESOLVED, that the Town Council of the Town of Stevensville annexes the parcel of land legally owned by Jesse Reeves as described in Exhibit 1.

PASSED AND ADOPTED by the Town of Stevensville, Montana this 12th day of March, 2020.

Approved:

Attest:

Brandon E. Dewey, Mayor

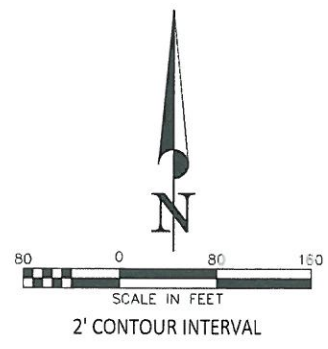
Monica Hoffman, Town Clerk

F:\1018\3018 Misc. Invoicing\reeves\reeves - Survey Drawing.dwg, 1/20/2018



EXISTING FIRE HYDRANT

MANHOLE 27
RIM EL. = 3432.89'
INV. IN (E) = 3427.89' (FOR FUTURE)
INV. OUT (W) = 3427.89'



PROJECT #	2019 - MISC.
DRAWN BY	JR
CHECKED BY	JB
DATE	
SCALE	
REVISION	
NO.	
DATE	
BY	
DESCRIPTION	

JESSE REEVES

TRACT 1-B CS#691110 R

SEC. 35, T9N, R20W
STEVENSVILLE, MT

PC

Professional Consultants Inc.
100 West 10th Street, Suite 100
Stevensville, MT 59701
Phone: (406) 325-1100
Fax: (406) 325-1101
www.pcinc.com

DEC. 2019

SITE LAYOUT

EXHIBIT A

Town of Stevensville Annexation Service Plan For Annexation CS 691110-R (Tract 1-B)

I. TERRITORY

This service plan is applicable to 26.06 acres of land located in the NE ¼ NE ¼ of Section 35, Township 9 North, Range 20 West, P.M.M., Tract 1-B, Certificate of Survey No. 691110-R, in Ravalli County, Montana. The territory is located in the general vicinity south and west of the intersection of Middle Burnt Fork Road and Logan Lane. A map of the area is attached hereto and incorporated herein by reference. The territory consists primarily of vacant land.

II. GENERAL PROVISIONS

a. Effective Term. This service plan shall be in effect for a ten-year period commencing on the effective date of the annexation.

b. Amendment or Renewal. This service plan may be amended from time to time as provided by Law. Renewal of the service plan shall be at the sole option of the Stevensville Town Council.

c. Intent. It is the intent of the Town of Stevensville that this service plan shall provide for the delivery of full municipal services to the annexed area in accordance with State law. The failure of this plan to describe any particular service shall not be deemed to be an attempt to omit the provision of such services from the annexed area. The delivery of municipal services may be accomplished through any means permitted by law.

d. Level of Services to be Provided. It is the intent of the Town of Stevensville to provide the level of services required by State law. The Town Council finds and determines that the level of services, infrastructure and infrastructure maintenance provided within the area prior to annexation is not greater than is provided in the Town. The Town Council finds and determines that the services, infrastructure and infrastructure maintenance proposed by this plan are comparable to that provided to other parts of the Town with topography, land use, and population density reasonably similar to the annexed area. The Town Council finds and determines that implementation of this plan in the manner proposed will not reduce the level of fire, police, and emergency medical services available within the Town.

III. SERVICES TO BE PROVIDED AT ANNEXATION

These services will be provided within the annexed area immediately upon the effective date of the annexation. In the case of a gated subdivision, it will be the responsibility of the Property Owners Association (POA) to provide emergency service and Town staff access, particularly in cases where the access mechanism changes on or after annexation.

a. Police Protection. Police services include criminal investigations, routine patrol, traffic enforcement, and dispatched response to both emergency and non-emergency service calls.

As a result of this annexation, no new patrol officers or patrol units are necessary to serve the area. It is anticipated that police services within the annexed area will be provided utilizing existing levels of personnel and equipment.

Currently, the nearest police station is Police Headquarters, which is located at 206 Buck Street.

b. Fire Protection. The Stevensville Fire Department will provide emergency fire suppression and routine fire prevention services within the annexed area.

The Stevensville Fire Department does not provide primary EMS services. Marcus Daly Ambulance Service currently provides EMS services throughout the County. Firefighters may be dispatched to the scene of accidents or other medical emergencies to assist Ambulance Service EMS personnel or to provide “first responder” services pending the arrival of EMS personnel.

The Fire Department currently operates two fire stations that are located on Buck Street and Stevensville Airport Road. The annexed area will initially be incorporated in the zones served by Fire Station No. 1 on Buck Street. The station(s) assigned to the annexed area may be altered from time to time in response to service demands, shifts or growth in population, future annexations or other relevant considerations.

Stevensville Rural Fire District currently provides fire protection services to the area. After the area is annexed to Stevensville, the Town will require SRFD to remove the area from the territory of SRFD.

c. Solid Waste Collection. Privately owned solid waste management service providers currently provide collection services within the annexation territory area and shall continue to provide such services.

d. Maintenance of Water and Wastewater Facilities. The annexation territory is presently within the service area of the Town of Stevensville.

The Town does not maintain privately owned water wells or septic or aerobic wastewater systems. Property owners who currently have water wells, septic or aerobic wastewater systems may keep them as long as they are maintained in proper working order. When Town wastewater disposal facilities are available to serve existing development, the Town may require connection to the Town system instead of permitting the installation of new septic or aerobic disposal systems. Mandatory connection to the Town wastewater system will not be required where existing systems remain in good working order and do not present a threat to public health or safety.

e. Maintenance of Roads, Streets and Street Lighting. The Town is not responsible for the maintenance of private streets or roads in the annexed area.

The Town will assume the responsibility for maintenance of public streets and roads directly adjacent to or within the annexation territory. Any such streets or roads formerly maintained by Ravalli County that become subject to Town maintenance will be maintained in a condition which is at least equal to the County maintenance standard, however, the Town will not be required to reconstruct or upgrade such streets to a higher standard.

It is the responsibility of the developer to construct or provide those streets or roads necessary to serve the demands of new development in the areas to be annexed. The Town may accept the dedication of public streets constructed in accordance with applicable development regulations of the Town and will thereafter be responsible for their maintenance.

f. Maintenance of Parks, Playgrounds and Swimming Pools. There are no public parks, playgrounds, or swimming pools within the area to be annexed. Private recreational facilities, open spaces and swimming pools are unaffected by the annexation.

g. Maintenance of any other Public Building, Facility or Service. Annexation does not transfer ownership of most public buildings, facilities or services, all of which should continue to be maintained or provided by the public entity that currently owns or provides them. Privately owned facilities, including privately owned and operated storm water detention facilities, are not affected by the annexation.

An appropriate Town Department will be assigned to assume responsibility for the maintenance or provision of any facilities or services which become the responsibility of the Town and are not covered by this service plan.

IV. CAPITAL IMPROVEMENTS

Construction of these capital improvements will be substantially completed within 2½ years.

a. Police Protection. No additional capital improvements are needed at this time to provide police services.

b. Fire Protection. No capital improvements are needed at this time to provide fire protection services.

c. Solid Waste Collection. No capital improvements are needed at this time to provide solid waste collection services.

d. Water and Wastewater Facilities. No capital improvements are needed at this time to provide water and wastewater services.

e. Roads, Streets and Streetlights. No new roads, streets or streetlights are needed at this time. It will be the responsibility of the developer of the property to provide the roads and streets necessary to serve new development within the annexed area.

f. Parks, Playgrounds and Swimming Pools. No capital improvements are needed at this time to provide recreational services.

g. Other Public Buildings, Facilities or Services. No capital improvements are needed at this time to provide other public services.

V. WATER AND WASTEWATER SERVICE EXTENSION POLICIES

The Town provides fee-based water and wastewater services to the portions of the Town which are not within an area served by another water or wastewater utility. Water and wastewater services are generally only provided to lots that have been properly subdivided or platted. The City may decline to provide service to any property that is not platted.

For lots that have water or wastewater lines in an abutting street or easement, the owner may receive water or wastewater service by applying for a tap and paying any required fees.

The provision of water and wastewater facilities for new development within the Town is primarily governed by the Town's building code and subdivision ordinances that are found in Chapters 6, 10 and 26 of the Town Code of Ordinances. New development must be served by owner/developer provided public water and wastewater facilities that meet the Town's standard requirements. Upon construction and dedication by the owner/developer the CS 691110-R (Tract 1-B) Service Plan

Town agrees to provide services via the facilities and thereafter to maintain them in accordance with municipal code and state law.

Facilities necessary to serve a new development are provided at the sole cost of the owner/developer. Such facilities include not only those which are located within the owner/developer's property, but also any exterior mains which must be extended to connect the property under development to the point of connection with the Town's existing facilities. The Town need not compensate the owner/developer for the ordinary costs of extending exterior mains.

The Town may require that the owner/developer provide oversized water or wastewater facilities. In such cases the Town will pay the reasonable cost of such oversizing. Whether or not a particular line sizing constitutes "oversizing," is determined upon the basis of generally accepted sound engineering design practices.

In newly annexed areas the Town examines the need for line extensions to serve existing development that does not currently receive water or wastewater services. The Town will determine the need for the construction of lines and facilities to serve existing development after giving due consideration to the topography, land use, population density, the adequacy of existing private water wells and septic tanks and anticipated levels of demand. The Town will not undertake line extensions to serve such existing development unless the new lines will be logical, reasonable and prudent extensions of the Town's existing facilities.

From time to time, upon the request of an interested property owner the Town will consider whether or not line extensions previously deemed unnecessary have become necessary as a result of changed conditions.

The Town may recover the capital costs of extending water or wastewater facilities to serve existing development through the use of infrastructure fees, assessments or any other method authorized by law.

Once sewer lines become available in an abutting street or easement the Town may require that existing development connect to the Town's sewer system.

January 20, 2019

Town of Stevensville
206 Buck Street
Stevensville, MT 59870

RE: Annexation and zoning of Tract 1-B, CS #691110-R, Parcel #: 287530, 26.06 Acre Parcel,
Legal Description of Lot: S35, T09N, R20W, Geocode: 13-1764-35-1-01-26-0000

To whom it may concern,
Jesse Reeves has purchased the above referenced parcel located at the corner of Logan Lane and Middle Burnt Fork Road, just east of the Twin Creeks Subdivision. Jesse's intent currently for the property would be to build a single-family home and run his business out of the home. We are requesting to annex into the city, and zone the parcel as C-2. Having the commercial designation will allow for Jesse to run his business as well as live on the property as well. We are requesting access to the lot through the 60' wide public access and utility easement on the west side of the lot.

Please let us know what else you need from us for your review.

Sincerely,
Professional Consultants, Inc.



Jeff Standaert, P.E.
Civil Engineer



Town of Stevensville
ANNEXATION BY PETITION

APPLICATION FEE: \$750.00
(Payable to the Town of Stevensville)
ALL FEES ARE NON-REFUNDABLE

The undersigned, being all the Property Owner(s) or as legally authorized by all the Property Owner(s), of the property herein described, petitions the Town of Stevensville to annex the same under the provisions of Title 7, chapter 2, part 46, MCA.

In support of this Petition, undersigned provides the following information:

- 1. IS THE PROPERTY CONTIGUOUS TO EXISTING CITY LIMITS? Yes No
- 2. HAS THE PROPERTY BEEN PREZONED? Yes No

If so, what is the zoning? _____

3. IF NOT CURRENTLY PREZONED, WHAT ZONING IS PROPOSED? C-2

4. PRESENT AND PROPOSED USE: (attach additional information if necessary)

Present: Vacant land
Proposed use: Bun Reeves Construction Business + single family residence.

5. IF WATER AND SEWER SERVICE DO NOT EXIST, HOW DO YOU PROPOSE TO GET SERVICE TO THE PROPERTY? Run water and sewer lines

6. IN WHICH FIRE DISTRICT OR FIRE SERVICE AREA IS THE PROPERTY LOCATED? _____

7. IS THE PROPERTY SERVED BY A PRIVATE GARBAGE SERVICE? Yes No

Application Instructions

INTENT: Application to the Town Council for annexation into the Town of Stevensville as described in §7-2-46, MCA.

GENERAL: Please submit the following:

- 1. Completed Application to the Town Clerk. The application fee must be paid at the time of application submittal.
- 2. Application must be COMPLETED and SIGNED by the applicant and property owner. An incomplete application may delay review of your request. Attach additional information if needed.
- 3. Vicinity map of the area with the application form. This map must show the location of the property in relation to surrounding land and zoning in the immediate area; and City streets.

- 4. A description of the boundaries of the area to be annexed. *see existing Plat*
- 5. Storm water drainage plan, unless waived by the Public Works Director.
- 6. Site plan.

REQUIREMENTS FOR SUBMITTING SITE PLAN:

- 1. Five (5) 11" x 17" copies of the site plan are required, plus one (1) copy reduced to either 8½" x 11" or 8½" x 14".
- 2. All lines must be drawn legibly. (Black or blue line prints from an original are acceptable.)
- 3. Drawn to one of the following scales: 1"=10'; 1"=20'; 1"=50'
- 4. Your site plan must have the following information (check each item prior to submitting application):

- complete legal description of property - name of addition/subdivision with block and lot number(s); *see plot*
- lot dimensions and square footage; *see existing Plat*
- location, names, and widths of boundary streets, alleys and existing sidewalks; *NA*
- location and size of existing and proposed utilities such as sewer, water lines, fire hydrants phone, gas, power, etc.;
- locations, dimensions, and square footage of all structures and uses on the property;
- distance of all structures from property lines (front/side/rear yard setbacks); *use scale on drawing*
- dimensions of any signs and their locations in relation to all property lines; and *NA*
- north arrow and scale.
- describe the legal and physical access to the property.

NEW CONSTRUCTION MUST COMPLY WITH THE FOLLOWING:

- 1. Building and fire codes, including required building and occupancy permits, and
- 2. The property owner must submit plans for review by the Town of Stevensville for compliance with City infrastructure, zoning, and other Code requirements, provide proof of compliance with all building and fire codes for all new construction or remodels subsequent to the adoption of this resolution and prior to annexation of the property, and pay all fees for such reviews in the same manner and on the same basis as do owners of properties already in the City.

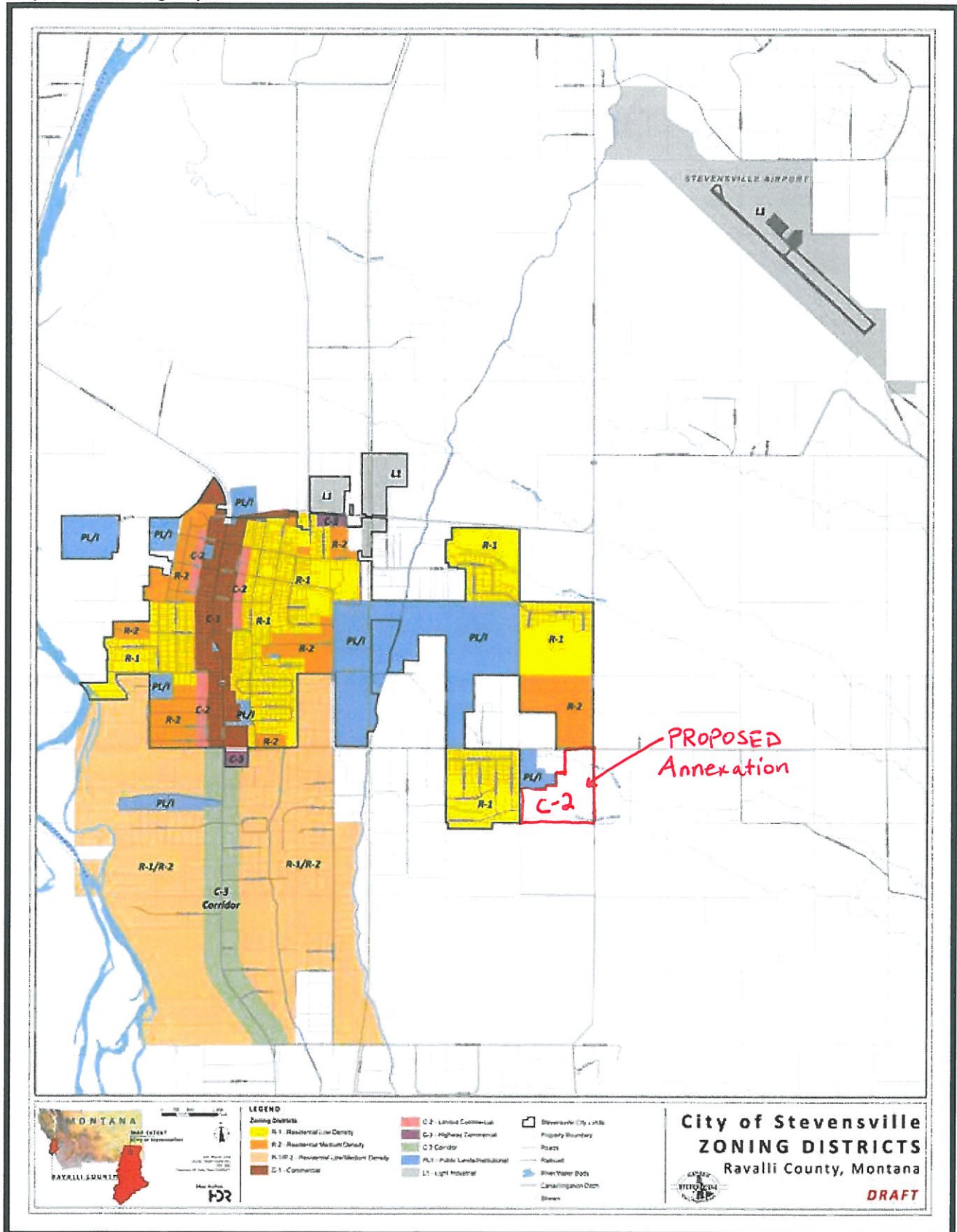
NOTE: ANNEXATION IS EFFECTIVE ONLY AFTER THE CONDITIONS OF ANNEXATION HAVE BEEN MET AND THE TOWN COUNCIL HAS PASSED THE RESOLUTION OF ANNEXATION. INSTALLATION OF CITY WATER AND SEWER MAINS, FIRE HYDRANTS, STREETS, SIDEWALKS, CURBS AND GUTTERS MAY BE REQUIRED PRIOR TO ANNEXATION.

IT IS THE POLICY OF THE TOWN COUNCIL NOT TO ACT ON A PROPOSAL IF THE APPLICANT/APPLICANT'S REPRESENTATIVE IS NOT PRESENT AT THE COUNCIL MEETING.

Town Planning Staff represents the Town; staff cannot answer questions for the applicant.

- 3. Taxes and assessments must be paid and current at the time of filing the Resolution of Annexation.

Map 8 - Draft Zoning Map



CERTIFICATE OF SURVEY

TO DEPICT THE RELOCATION OF COMMON BOUNDARIES IN THE
NE1/4NE1/4 SECTION 35, T.9N, R.20W, P.M.M., RAVALLI COUNTY, MONTANA

PERIMETER LEGAL DESCRIPTION

TRACT 1 OF CERTIFICATE OF SURVEY NO. 5060-SO AND A PORTION OF TRACT 1 OF CERTIFICATE OF SURVEY NO. 502986-R, RECORDS OF RAVALLI COUNTY, AND THAT PORTION OF THE NORTHEAST ONE-QUARTER (NE1/4NE1/4) OF SECTION 35, TOWNSHIP 9 NORTH, RANGE 20 WEST, PRINCIPAL MERIDIAN MONTANA, RAVALLI COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 35, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE CENTERLINE OF LOOM LANE, 50'44.37'E A DISTANCE OF 124.35 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF TRACT 1 OF CERTIFICATE OF SURVEY NO. 502986-R, RECORDS OF RAVALLI COUNTY; THENCE ALONG SAID SOUTH BOUNDARY LINE, N89°37'31" W A DISTANCE OF 131.72 FEET TO A POINT ON THE WEST BOUNDARY LINE OF THE NORTHEAST ONE-QUARTER (NE1/4NE1/4) OF SECTION 35, TOWNSHIP 9 NORTH, RANGE 20 WEST, PRINCIPAL MERIDIAN MONTANA, RAVALLI COUNTY; THENCE ALONG SAID WEST BOUNDARY LINE, S89°37'31" W A DISTANCE OF 131.72 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF TRACT 1-A OF CERTIFICATE OF SURVEY NO. 656488-U, RECORDS OF RAVALLI COUNTY; THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY LINES OF SAID CERTIFICATE OF SURVEY NO. 656488-U, RECORDS OF RAVALLI COUNTY, THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY LINES OF SAID CERTIFICATE OF SURVEY NO. 654988-U, RECORDS OF RAVALLI COUNTY, FOLLOWING EIGHT (8) COURSES: N89°00'00"E A DISTANCE OF 468.72 FEET; THENCE N06°05'55"W A DISTANCE OF 60.00 FEET; THENCE N00°00'00"E A DISTANCE OF 200.00 FEET; THENCE N06°05'55"W A DISTANCE OF 217.80 FEET; THENCE S89°00'00"E A DISTANCE OF 60.00 FEET; THENCE S89°00'00"E A DISTANCE OF 305.68 FEET TO A POINT ON THE CENTERLINE OF MOBLE BURNT FORK ROAD; THENCE ALONG SAID CENTERLINE OF MOBLE BURNT FORK ROAD, S89°34'47"E A DISTANCE OF 1011.88 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 30.86 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY AS SHOWN, EXISTING OR OF RECORD.

LEGAL DESCRIPTIONS

TRACT 1-A, CERTIFICATE OF SURVEY NO. 5060-SO AND A PORTION OF TRACT 1 OF CERTIFICATE OF SURVEY NO. 502986-R, RECORDS OF SECTION 35, TOWNSHIP 9 NORTH, RANGE 20 WEST, PRINCIPAL MERIDIAN MONTANA, RAVALLI COUNTY, MONTANA, CONTAINING 4.80 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY AS SHOWN, EXISTING OR OF RECORD.

TRACT 1-B, CERTIFICATE OF SURVEY NO. 5060-SO AND A PORTION OF TRACT 1 OF CERTIFICATE OF SURVEY NO. 502986-R, RECORDS OF SECTION 35, TOWNSHIP 9 NORTH, RANGE 20 WEST, PRINCIPAL MERIDIAN MONTANA, RAVALLI COUNTY, MONTANA, CONTAINING 26.06 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY AS SHOWN, EXISTING OR OF RECORD.

PORTION 1-A, CERTIFICATE OF SURVEY NO. 654988-U, RECORDS OF SECTION 35, TOWNSHIP 9 NORTH, RANGE 20 WEST, PRINCIPAL MERIDIAN MONTANA, RAVALLI COUNTY, MONTANA, THE AREA THAT IS BEING REMOVED FROM ONE TRACT OF RECORD AND JOINED WITH ANOTHER TRACT OF RECORD IS NOT ITSELF A TRACT OF RECORD. SAID AREA SHALL NOT BE AVAILABLE AS A REFERENCE LEGAL DESCRIPTION IN ANY SUBSEQUENT REAL PROPERTY TRANSFER AFTER THE INITIAL TRANSFER ASSOCIATED WITH THE CERTIFICATE OF SURVEY ON WHICH SAID AREA IS DESCRIBED, UNLESS SAID AREA IS INCLUDED WITH OR EXCLUDED FROM ADJOINING TRACTS OF RECORD.

CONTAINING 1.70 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY AS SHOWN, EXISTING OR OF RECORD.

PORTION 1-B, CERTIFICATE OF SURVEY NO. 654988-U, RECORDS OF SECTION 35, TOWNSHIP 9 NORTH, RANGE 20 WEST, PRINCIPAL MERIDIAN MONTANA, RAVALLI COUNTY, MONTANA, THE AREA THAT IS BEING REMOVED FROM ONE TRACT OF RECORD AND JOINED WITH ANOTHER TRACT OF RECORD IS NOT ITSELF A TRACT OF RECORD. SAID AREA SHALL NOT BE AVAILABLE AS A REFERENCE LEGAL DESCRIPTION IN ANY SUBSEQUENT REAL PROPERTY TRANSFER AFTER THE INITIAL TRANSFER ASSOCIATED WITH THE CERTIFICATE OF SURVEY ON WHICH SAID AREA IS DESCRIBED, UNLESS SAID AREA IS INCLUDED WITH OR EXCLUDED FROM ADJOINING TRACTS OF RECORD.

CONTAINING 1.62 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY AS SHOWN, EXISTING OR OF RECORD.

PORTION 1-C, CERTIFICATE OF SURVEY NO. 654988-U, RECORDS OF SECTION 35, TOWNSHIP 9 NORTH, RANGE 20 WEST, PRINCIPAL MERIDIAN MONTANA, RAVALLI COUNTY, MONTANA, THE AREA THAT IS BEING REMOVED FROM ONE TRACT OF RECORD AND JOINED WITH ANOTHER TRACT OF RECORD IS NOT ITSELF A TRACT OF RECORD. SAID AREA SHALL NOT BE AVAILABLE AS A REFERENCE LEGAL DESCRIPTION IN ANY SUBSEQUENT REAL PROPERTY TRANSFER AFTER THE INITIAL TRANSFER ASSOCIATED WITH THE CERTIFICATE OF SURVEY ON WHICH SAID AREA IS DESCRIBED, UNLESS SAID AREA IS INCLUDED WITH OR EXCLUDED FROM ADJOINING TRACTS OF RECORD.

CONTAINING 0.16 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY AS SHOWN, EXISTING OR OF RECORD.

PORTION 1-D, CERTIFICATE OF SURVEY NO. 654988-U, RECORDS OF SECTION 35, TOWNSHIP 9 NORTH, RANGE 20 WEST, PRINCIPAL MERIDIAN MONTANA, RAVALLI COUNTY, MONTANA, THE AREA THAT IS BEING REMOVED FROM ONE TRACT OF RECORD AND JOINED WITH ANOTHER TRACT OF RECORD IS NOT ITSELF A TRACT OF RECORD. SAID AREA SHALL NOT BE AVAILABLE AS A REFERENCE LEGAL DESCRIPTION IN ANY SUBSEQUENT REAL PROPERTY TRANSFER AFTER THE INITIAL TRANSFER ASSOCIATED WITH THE CERTIFICATE OF SURVEY ON WHICH SAID AREA IS DESCRIBED, UNLESS SAID AREA IS INCLUDED WITH OR EXCLUDED FROM ADJOINING TRACTS OF RECORD.

CONTAINING 0.44 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY AS SHOWN, EXISTING OR OF RECORD.

OWNER'S CERTIFICATION

WE HEREBY CERTIFY THAT THE PURPOSE OF THIS DIVISION OF LAND IS TO DEPICT THE RELOCATION OF COMMON BOUNDARIES. THEREFORE THIS DIVISION OF LAND IS EXEMPT FROM REVIEW AS A SUBDIVISION PURSUANT TO SEC. ON 76-3-207 (1)(G) M.C.A. TO WIT: OWNERS MADE OUTSIDE OF PLATTED SUBDIVISIONS FOR THE PURPOSE OF RELOCATING COMMON BOUNDARY LINES BETWEEN ADJOINING PROPERTIES AND FURTHER WE CERTIFY THAT TRACT 1-A IS EXEMPT FROM REVIEW BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO ARM 17.28.005 (2)(b), TO WIT: A PARCEL THAT HAS A EXISTING REAL INTEREST CONSISTED ON THE PARCEL AND (b) THE DIVISION OF LAND WILL NOT CAUSE APPROVED FACILITIES TO DEGRADE FROM THE CONDITIONS OF APPROVAL IN VIOLATION OF 76-4-110 M.C.A. AND FURTHER TRACT 1-B IS EXEMPT FROM REVIEW BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO SECTION 76-4-102(1)(G) M.C.A., TO WIT: "SUBDIVISION" MEANS A DIVISION OF LAND OR LAND OR LAND DIVIDED THAT CREATES ONE OR MORE PARCELS OF LAND, WHETHER OR NOT THE PARCELS ARE SEPARATELY LEASED, OR OTHERWISE CONVEYED AND PROVIDES ANY RESUBDIVISION AND ANY CONCOMITANT OR AREA REGARDLESS OF SIZE, THAT PROVIDES PERMANENT MULTIPLE SPACE FOR RECREATIONAL CAMPING OR MOBILE HOMES."

BY: JACK LAWSON, CEO
STATE OF MONTANA
COUNTY OF

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON June 24, 2015, BY JACK LAWSON FOR MISSOULA FEDERAL CREDIT UNION.

SS [Signature] FOR THE STATE OF MONTANA
PRINTED NAME OF NOTARY: Theresa Frisogren
RESIDING AT: Missoula, Montana
MY COMMISSION EXPIRES: June 25, 2018



DIXON PROPERTIES, LLC
[Signature]
BY: CORDELL NORWAGA, GENERAL PARTNER
STATE OF MONTANA
COUNTY OF



THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON June 24, 2015, BY CORDELL AND LERRA NORWAGA, PARTNERS OF DIXON PROPERTIES, LLC.

SS [Signature]
NOTARY PUBLIC FOR THE STATE OF MONTANA
PRINTED NAME OF NOTARY: Kerry J. Cassidy
RESIDING AT: Missoula, Montana
MY COMMISSION EXPIRES: December 19, 2018



SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED CERTIFICATE OF SURVEY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION, AND SUBSTANTIALLY COMPLETED ON THE DATE SHOWN HEREON.

SS [Signature] DATE: 6/23/15
MATTHEW JACOBSON, PROFESSIONAL LAND SURVEYOR
MONTANA REGISTRATION NO. 13748 LS



RECORDED OWNERS:
DIXON PROPERTIES, LLC, TRACT 1-A
MISSOULA FEDERAL CREDIT UNION - TRACT 1, CBS 502986-R
SURVEY COMMISSIONED BY:
JACK LAWSON

STATE OF MONTANA RAVALLI COUNTY Page: 1 of 2
RECORDING INFORMATION: 89130
CERTIFICATE OF SURVEY NO. 1110-R
Ravina Platenberg, CLERK AND RECORDER
Fee \$27.00 By: [Signature]
Deputy

1/4	SEC	T	R
	35	9N	20W

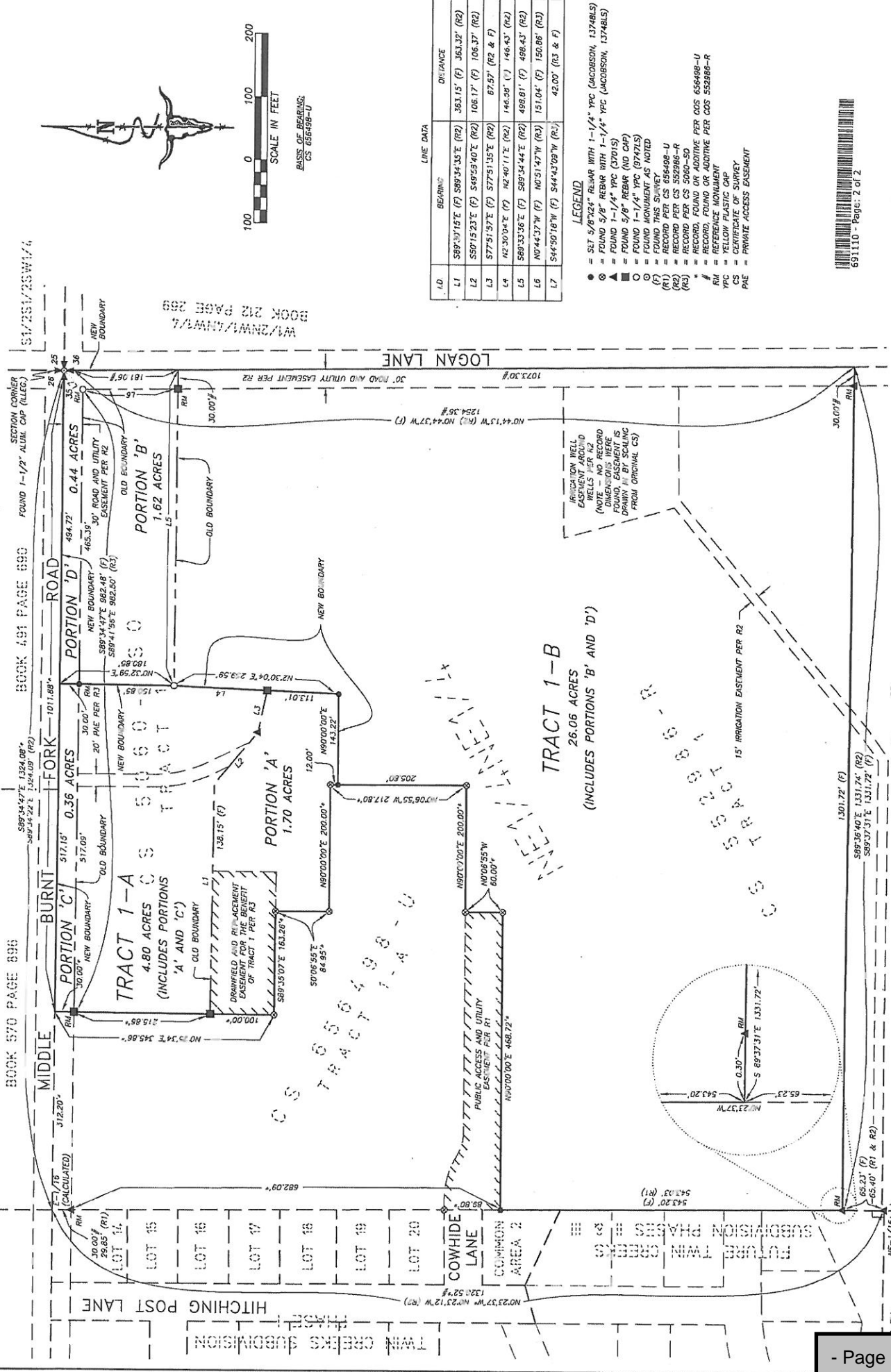
SHEET 1 OF 2
CERTIFICATE OF SURVEY NO.
RAVALLI COUNTY, MONTANA

DATE
DECEMBER 14, 2014

W 1011110-11 page 50

CERTIFICATE OF SURVEY

TO DEPICT THE RELOCATION OF COMMON BOUNDARIES IN THE
 NE1/4NE1/4 SECTION 35, T9N, R20W, P.M.M., RAVALLI COUNTY, MONTANA



LINE DATA	BEARING	DISTANCE
L1	S89°37'15"E (F)	589.34' (F)
L2	S50°15'23"E (F)	549.53' (F)
L3	S77°51'57"E (F)	577.51' (F)
L4	N2°30'04"E (F)	142.40' (F)
L5	S89°33'56"E (F)	589.34' (F)
L6	N0°44'37"W (F)	107.04' (F)
L7	S44°30'18"W (F)	544.30' (F)

- LEGEND**
- = SET 5/8" X 24" REBAR WITH 1-1/4" YPC (JACOBSON, 13748L5)
 - ⊙ = FOUND 5/8" REBAR WITH 1-1/4" YPC (JACOBSON, 13748L5)
 - ▲ = FOUND 1-1/4" YPC (3701S)
 - = FOUND 5/8" REBAR (NO CAP)
 - = FOUND 1-1/4" YPC (9742LS)
 - = FOUND MONUMENT AS NOTED
 - (F) = FOUND THIS SURVEY
 - (R1) = RECORD PER CS 656498-U
 - (R2) = RECORD PER CS 552866-R
 - (R3) = RECORD PER CS 5060-S0
 - # = RECORD, FOUND OR ADDITIVE PER COS 656498-U
 - RM = RECORD, FOUND OR ADDITIVE PER COS 552866-R
 - YPC = YELLOW PLYSTIC CONE
 - CS = CERTIFICATE OF SURVEY
 - PAE = PRIVATE ACCESS EASEMENT

691110 - Page 2 of 2

1/4	SEC	T	R
35	9N	20W	

TRACT 1-B
 26.06 ACRES
 (INCLUDES PORTIONS 'B' AND 'D')

CS 567282-F
 TRACT 2A
 TORIAL - LANDWORKS, INC.
 DULA, MONTANA 59806 (406)721-0142
 TX1_ACTIVE FILES\2014 PROJECTS\3543-MFCU COS 552866-R BLR\B.DWG\COS-14-3543-BLR.DWG

Item Attachment Documents:

- c. Discussion: Review of special audit from May 2019 through July 2019



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	Unfinished 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:	03/12/2020
Agenda Topic:	Discussion: Review of special audit from May 2019 through July 2019
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	03/12/2020
Notes:	

Agenda Item: 10c, Unfinished Business

Discussion: Review of special audit from May 2019 through July 2019

Other Council Meetings

September 12, 2019
September 24, 2019
October 10, 2019
November 14, 2019
December 12, 2019

Exhibits

a. Independent Accountant's Review Report

This agenda item provides Council with the ability to review the independent accountants review report that evaluates the financials during staff turnover.

Background:

Council approved proceeding with an RFP process in order to conduct a special audit during the absence of a Finance Officer. The current Finance Officer had reached out to several auditors to further research the Council's request.

Many auditors believed it would be cost prohibitive for a firm that is unfamiliar with the Town of Stevensville's processes and systems to audit the time period requested. Instead, it was suggested that the Town request our current contracted auditors, Strom & Associates, to review the time frame as a high-risk area, and audit it accordingly.

At their September 26th meeting, Council felt that the best way to proceed was to advertise an RFP and review any proposals that were received. The RFP sought an audit firm that would conduct the following:

- 1) Review of all payroll
- 2) Review of audit trails in Black Mountain Software
- 3) Review of permission levels in Black Mountain Software & provide recommendations for best practices in assignment of permissions
- 4) Audit of bank statements and ledgers

The RFP was published on the Town's website, noticed in the Bitterroot Star, and emailed to auditors on the State Approved Auditor list. Proposals were due on November 1, 2019. No proposals were received.

On November 14th, Finance Officer Robert Underwood suggested that the Council hire the services of a CPA who can assist in closeout of FY2019 and review the transactions during the period in question. Council agreed at the November 14th meeting that Mr. Underwood's solution would satisfy the Council's objective.

A proposal was received from Jennifer Cote of Cote & Associates of Missoula. Council opted to accept the portion of the proposal that included reviewing the financials during the period in question.

The review conducted by Jennifer Cote reflects positively on the organization. The review is attached to this communication.

Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s):

MOTION

I move to:

COTE & ASSOCIATES, CPA, PLLC

Phone: 406-543-8088
Fax: 406-543-8088

1225 Cleveland, Suite 1
P.O. Box 430
Missoula, MT 59806

Mayor and Town Council
Town of Stevensville
206 Buck Street
Stevensville, MT 59870

Independent Accountant's Review Report

I have reviewed the accompanying financial information of the Town of Stevensville(Town) for the months of May and June 2019, which comprise a schedule of revenues, expenditures and changes in fund balances for governmental funds ; a schedule of revenues, expenses and changes in net position for business-type funds. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, I do not express such an opinion.

Management's Responsibility

Management is responsible for the preparation and fair presentation of these financial schedules in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatements whether due to fraud or error.

Accountant's Responsibility

My responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require me to perform procedures to obtain limited assurance as a basis for reporting whether I am aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. I believe that the results of my procedures provide a reasonable basis for my conclusions.

Accountant's Conclusion

Based on my review, I am aware of specific modifications that should be made to the accompanying financial scheduled in order to prepare financial statements in accordance with accounting principles generally accepted in the United States of America.

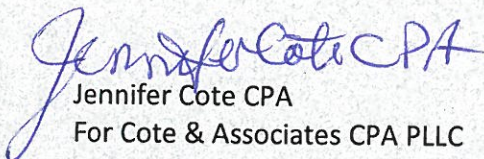
Emphasis of Matter

By tracing cash inflows and cash outflows in bank statements for late April, May, June and early July of 2019 to entries in the Black Mountain Software Accounting System, it appears that entries in the accounting system are numerically accurate and complete. There are a few places where the account used is not the best choice.

I can see that an effort was made to appropriately record payables at the end of June 2019 (end of fiscal year) for services provided in June but which were not paid in July; this is excellent. I can also see that payments, such as the annual payment to Black Mountain Software for fiscal 2020, for which the invoice may have been received in June, was not recorded as an expenditure in June; which is correct.

There are accrual entries for tax receivables, possible grant receivable, capital assets and long term debt which need to be made to the year-end account balances in the software for the information to be ready for inclusion in the Annual Financial Report.

I am also separately providing a detailed list of comments and questions for use of the Town Finance Officer and Council as appropriate.


Jennifer Cote CPA
For Cote & Associates CPA PLLC

Missoula, MT 59806
January 17, 2020

Item Attachment Documents:

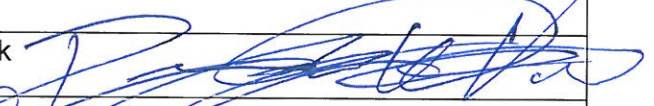

- a. Discussion/Decision: Resolution No. 471, A Resolution Suspending Councilmember Robert Michalson for Unbecoming Conduct



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Dempsey Vick 
Second Person Submitting the Agenda Item:	Jaime Devlin 
Submitter Title:	Council Member
Submitter Phone:	406-360-0619
Submitter Email:	dempsey@townofstevensville.com
Requested Council Meeting Date for Item:	2/13/2020
Agenda Topic:	Discussion/Decision: Resolution No. 471, A Resolution Suspending Councilmember Robert Michalson for Unbecoming Conduct
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	2/13/2020
Notes:	

RESOLUTION NO. 471

A RESOLUTION SUSPENDING COUNCILMEMBER ROBERT MICHALSON FOR UNBECOMING CODUCT

WHEREAS, Robert Michalson of 222 Turner Street is a Councilmember of the Stevensville Town Council representing Ward 2; and

WHEREAS, Councilmember Robert Michalson currently serves at the Town Council President; and

WHEREAS, on January 3, 2020 Councilmember Robert Michalson took an oath of office swearing to support, protect and defend the Constitution of the United States, and the Constitution of the State of Montana, and that he would discharge the duties of Town Councilmember with fidelity; and

WHEREAS, Councilmember Robert Michalson has a documented history of conduct that could be considered to poorly reflect on the Town Council and the Town of Stevensville; and

WHEREAS, members of the Town Council are aware of possible infractions of the Town's Code of Conduct by Councilmember Robert Michalson. These infractions include inappropriate contact with staff and department heads of the Town, representing the Town without express authority or permission to do so, and making personal comments about other members, their opinions, and actions; and

WHEREAS, it is the responsibility of the Council to educate and, when necessary, discipline other Councilmembers who violate the Town's Code of Conduct; and

WHEREAS, Councilmember Robert Michalson failed to follow the established process for requesting public records by disseminating a record containing information that may have put the Town's Information Technology System at risk; and

WHEREAS, Councilmember Robert Michalson may have committed the offense of forgery as described in MCA 45-6-325 by submitting an agenda item to the Town Clerk containing the signature of Councilmember Dempsey Vick, however the agenda item had been altered between the time that Councilmember Vick signed the document and submittal to the Clerk's Office; and

WHEREAS, the Council determines, in the best interests of the Town, that the most appropriate action to address Councilmember Robert Michalson's unbecoming conduct and actions it by suspension.

NOW, THEREFORE, BE IT RESOLVED, that the Town Council of the Town of Stevensville hereby suspends Councilmember Robert Michalson without pay until further notice, effective immediately.

Passed and adopted by the Town Council of the Town of Stevensville on this ____day of _____, 2020.

Approve:

Attest:

Brandon E. Dewey, Mayor

Monica Hoffman, Town Clerk

Item Attachment Documents:

- b. Discussion/Decision: Agreement with First Call Computer Solutions for managed IT services



Stevensville Town Council Meeting

Agenda Item Request

To Be Submitted BEFORE Noon on the Wednesday before the Council 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:	03/12/2020
Agenda Topic:	Discussion/Decision: Agreement with First Call Computer Solutions for managed IT services
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	03/12/2020
Notes:	



Master Customer Agreement

Beyond delivering reliable computer solutions to our customers, First Call's goal is to create and maintain a satisfying business relationship for both parties.

First Call and our customers should be allies working together to benefit one another, not opponents trying to overcome the other. A Master Customer Agreement is nothing more than a tool to help the organizations satisfy one another.

This Agreement must be signed by both parties one time prior to Agreements, Orders or Statement of Works being fulfilled.

This **MASTER CUSTOMER AGREEMENT** (the "**Agreement**") is entered into as of Dec 12, 2019 ("**Effective Date**") between First Call Computer Solutions ("**FCCS**") and Town of Steepleville ("**Customer**").

1. SCOPE OF AGREEMENT. This Agreement serves as a master agreement and applies to Customer's Service and Product purchases or subscriptions from FCCS. No Product or Services will be provided under this Agreement alone, but may require the execution of a "**Services Agreement**", "**Product Order**", or "**Statement of Work**" (collectively the "**Services**"). The parties hereby further agree that the parties may execute multiple Services under this Agreement. In the event of any conflict between the terms of the Services and those of this Agreement, the terms of the Services will prevail.

2. TERM AND TERMINATION. This Agreement will begin on the Effective Date and will continue until each Services expires or is terminated. FCCS may: (a) terminate a specific Order if Customer fails to pay any applicable fees due for that Services within 30 days after receipt of written notice from FCCS of non-payment; and/or (b) terminate this Agreement or any Services if Customer commits any other material breach of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice from FCCS. If any Services are terminated, Customer will promptly pay FCCS for Services rendered, and expenses incurred through the termination date. FCCS may terminate any license granted for a Deliverable (as defined below) if (i) Customer does not pay FCCS for that Deliverable in accordance with this Agreement, or (ii) if Customer materially breaches any part of Section 4 of this Agreement.

3. PAYMENT AND DELIVERY. Customer will pay FCCS all fees due upon receipt of an invoice specifying the amounts due ("**Fees**"). If payment is not received on or before any invoice due date FCCS reserves the right to charge an administrative fee calculated at a minimum rate of one and one-half percent (1.5%) per month from the date due until paid in full. Customer shall pay all expenses, including actual attorneys' fees, incurred by FCCS or its representatives in enforcing its rights under this Agreement, provided that FCCS is successful on the merits. Unless otherwise stated in Services, Customer agrees to pay or reimburse FCCS for all actual, necessary, and reasonable expenses incurred by FCCS in performance of such Services, which are capable of verification by receipt. FCCS will submit invoices to Customer for such fees and expenses either upon completion of the Services, or at stated intervals, in accordance with the applicable Services.

4. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

4.1. Work Product Ownership. The parties acknowledge and agree that any works, ideas, systems, programming code, or other materials prepared and delivered by FCCS (collectively the "**Work Product**") in the course of providing Services will not be considered "works made for hire" under the copyright laws of the United States and that all rights, title and interests with respect to such materials shall remain with FCCS. Customer shall be entitled to use said Work Product only as a licensee of FCCS, which license shall remain in effect during the term of this Agreement.

4.2. Mutual Confidentiality. This Section sets out the terms for identification of information which is considered confidential and proprietary by a party (the "**Discloser**"), and restrictions against use and disclosure of such Confidential Information after disclosure to the other party (the "**Recipient**").

- (a) **Definition.** The term "**Confidential Information**" means all proprietary or confidential information that is disclosed to the Recipient by the Discloser, and includes, among other things (i) any and all information relating to products or services provided by a Discloser, its customer-related and financial information, source and executable code, flow charts, drawings, techniques, specifications, development and marketing plans, strategies, forecasts, and sales and marketing materials; (ii) the Product; and (iii) the terms of this Agreement. Confidential Information does not include information that Recipient can show:
- (A) was rightfully in

Recipient's possession without any obligation of confidentiality before receipt from the Discloser; (B) is or becomes a matter of public knowledge through no fault of Recipient; (C) is rightfully received by Recipient from a third party without violation of a duty of confidentiality; or (D) is or was independently developed by or for Recipient.

- (b) **Disclosure Restrictions.** Recipient may not disclose Confidential Information of Discloser to any third party without the prior written consent of Discloser and shall make reasonable attempts to prevent any

unauthorized disclosure by its employees, agents, contractors and consultants.

5. ALLOCATION OF RISK

5.1. Disclaimer of Damages. EXCEPT FOR VIOLATIONS OF SECTION 4, NEITHER PARTY, NOR ITS AFFILIATES AND LICENSORS, ARE LIABLE TO THE OTHER PARTY, OR ITS AFFILIATES OR LICENSORS, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE WORK PRODUCT (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST COMPUTER USAGE, AND DAMAGE OR LOSS OF USE OF DATA), EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND IRRESPECTIVE OF THE NEGLIGENCE OF EITHER PARTY OR WHETHER SUCH DAMAGES RESULT FROM A CLAIM ARISING UNDER TORT OR CONTRACT LAW.

5.2. Limitation of Liability. EXCEPT FOR VIOLATIONS OF SECTION 4, FCCS'S LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT IS LIMITED TO THE GREATER OF THE AMOUNT PAID OR PAYABLE BY CUSTOMER FOR THE APPLICABLE WORK PRODUCT OR SERVICE IN THE MONTH PROVIDED

5.3. Injunctive Relief. Both parties acknowledge that their violation of Section 4 may cause the other party immediate and irreparable harm. In the event of such breach, the breaching party agrees that the other party may seek, in addition to any and all other remedies available at law, an injunction, specific performance or other appropriate relief.

6. SERVICES-SPECIFIC TERMS.

6.1. All Necessary Rights. If, as part of FCCS's performance of Services, FCCS is required to use, copy or modify any third party system (hardware, software or other technology) provided or licensed to Customer, then prior to FCCS's performance of such Services, Customer will acquire all rights necessary for FCCS to perform such Services.

6.2. Limited Warranty. FCCS warrants that the Services performed will be of a quality conforming to generally accepted practices that are standard within the IT services industry for a period of thirty (30) days from completion of the Services under the applicable Statement of Work. Customer's exclusive remedy and FCCS's entire liability under this warranty will be for FCCS to re-perform any non-conforming portion of the Services within a reasonable period of time, or if FCCS cannot remedy the breach during such time period then refund the portion of the fee attributable to such nonconforming portion of the Services. This warranty will not apply to the

extent Customer, its contractors or agents have modified any Deliverable, unless otherwise authorized by FCCS in writing. **THIS WARRANTY AND CONDITION IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

6.3. Hardware or Software. Customer may, from time to time, purchase/acquire or subscribe Hardware and/or Software ("OEM Product") from FCCS in whole or in part of Services. In such cases, FCCS is acting as a reseller for a third party. All restrictions, and other terms pertaining to the OEM Product are found only in the applicable agreement provided by the original equipment manufacturer (OEM) of the OEM Product (the "OEM Agreement"), and such OEM Agreement is only between Customer and the OEM. Services providing OEM Product shall only be effective upon written acknowledgment and acceptance of such Services by FCCS.

(a) **NO WARRANTY.** EXCEPT FOR WARRANTIES PROVIDED BY THE OEM IN THE OEM AGREEMENT, THE OEM PRODUCT IS PROVIDED "AS IS", WITH ALL FAULTS. FCCS SPECIFICALLY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND QUIET ENJOYMENT.

6.4. Change Management. The scope of the Services provided by FCCS is defined in the agreement for Services. Any change in the scope of the Services must be mutually agreed in writing by both parties. Any changes in the scope of work for the Services may be subject to a change in the associated price for the services.

7. INSURANCE AND RELATIONSHIP

7.1. Insurance. FCCS will provide and maintain during its rendition of the Services, but only for losses arising out of FCCS's work for Customer:

- (a) Worker's Compensation and related insurance as prescribed by the law of the state applicable to the employees performing such Services.
- (b) Employer's liability insurance; Comprehensive/commercial general liability insurance;
- (c) Comprehensive motor vehicle liability insurance, including coverage for owned, hired, leased, and rented vehicles.

7.2. Independent Contractor. Nothing in this Agreement will be construed to make either party an employer, employee, agent or partner of the other, and this Agreement will not be construed to create rights,



Master Customer Agreement

express or implied, on behalf of or for the use of any party other than FCCS and Customer. All of the Services performed by FCCS will be performed as an independent contractor. FCCS will perform such Services under the general direction of Customer, but FCCS will have sole discretion to determine the manner, method and means of performing such Services subject to the provisions of this Agreement and applicable Statement of Work.

7.3. Non-Solicitation or Hiring. Customer understands that FCCS has gone through considerable time and expense in training, orienting, and equipping its employees with the knowledge and experience to perform their duties. To protect its relationships with its customers, FCCS has restricted its employees from soliciting FCCS customers after said employee is no longer employed by FCCS. Customer also agrees that it shall not retain any former employee of FCCS, without the prior written consent of Company, to perform any Services which are substantially similar to those provided by FCCS. Customer understands that a violation of this provision by Customer may also be deemed a tortious interference with FCCS' employment contract with its employee.

7.4. Mutual Indemnity. Each party will indemnify, defend and hold harmless the other party from all claims, liabilities or expenses for physical damage to real property or tangible personal property and bodily injury, including death, to the extent caused by the negligence or willful misconduct of the indemnifying party's employees or contractors arising out of this Agreement and while at the Customers premises. The foregoing indemnities are contingent upon the party seeking indemnity giving prompt written notice to the indemnifying party of any claim, demand or action, and cooperating with the indemnifying party in the defense or settlement of any such claim, demand or action.

8. MISCELLANEOUS/OTHER PROVISIONS.

8.1. Severability. Should any provision of this Agreement be invalid, or unenforceable, the remainder of the provisions will remain in effect. In the event of a dispute, the prevailing party in any litigation or arbitration will be entitled to recover its attorneys' fees and cost incurred from the other party.

8.2. Notices. Unless otherwise provided, notices to either party will be in writing to the address indicated above, or as later amended, and deemed effective when received.

8.3. Pricing. First Call is not liable for pricing errors. If an order is placed for a product that was incorrectly priced, we will cancel your order and credit you for any charges. In the event that we inadvertently ship an order based on a pricing error, we will issue a revised invoice to you for the correct price and contact you to obtain your

authorization for the additional charge, or assist you with return of the product.

8.4. Verification. Upon FCCS's written request, Customer will provide FCCS with a certification signed by an officer of Customer verifying that Product is being used pursuant to the terms of this Agreement, including without limitation the licensed capacity of the Product. FCCS may, at its expense, audit Customer's use of Product to confirm Customer's compliance with this Agreement. Any such audit will be conducted during regular business hours at Customer's facilities and will not unreasonably interfere with Customer's business activities. If an audit reveals that Customer has underpaid Fees to FCCS, Customer will pay such underpaid Fees. If the underpaid Fees exceed five percent (5%) of the Fees paid, then Customer will also pay FCCS's reasonable costs of conducting the audit.

8.5. Assignment. Customer may not assign this Agreement or any rights granted in this Agreement to any third party, except with the prior written consent of FCCS.

8.6. No Waivers. Failure of a party to require performance by the other party under this Agreement will not affect the right of such party to require performance in the future. A waiver by a party of any breach of any term of this Agreement will not be construed as a waiver of any continuing or succeeding breach.

8.7. Force Majeure. Any delay or failure of any party to perform any obligation under this Agreement caused by governmental restrictions, labor disputes, storms or natural disasters, emergency, or other causes beyond the reasonable control of the party, will not be deemed a breach of this Agreement. This provision does not apply to the payment of monies or any breach of Section 4.

8.8. Entire Agreement. This Agreement, together with each Service, constitutes the entire agreement between Customer and FCCS, and supersedes any prior or contemporaneous negotiations or agreements, whether oral or written, concerning this subject matter. This Agreement, and each Service, may be modified only in a mutually signed writing between Customer and FCCS. In the event of a conflict between this Agreement, any Service, the terms of the Service will control, followed by the terms of the applicable Service and then this Agreement.

8.9. Referencing. Customer agrees that FCCS and its Affiliates may refer to Customer as a customer of FCCS, both internally and in externally published media.

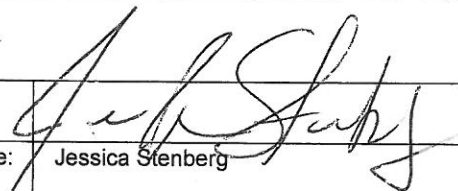
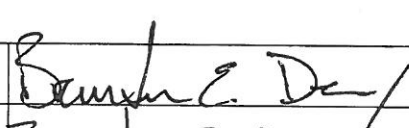


Master Customer Agreement

8.10. Governing Law. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICES, WORK PRODUCT AND/OR THIS AGREEMENT WILL BE VENUED IN THE STATE OF MONTANA FOURTH JUDICIAL DISTRICT, MISSOULA COUNTY. THE PARTIES AGREE THAT SAID COURT SHALL HAVE JURIDICSION OVER ANY SUCH CLAIMS AND IS THE PROPER VENUE FOR ANY DISPUTES ARISING UNDER THIS AGREEMENT.

8.11. Survival. Sections 2, 4, 5, 6 and 7 will survive the termination or expiration of this Agreement. The prevailing party in any litigation proceeding is entitled to recover, from the other party, its reasonable attorneys' fees and necessary costs incurred in such proceeding.

This Agreement is effective only upon execution by FCCS and Customer. Each party hereto warrants and represents that this Agreement constitutes the legal, valid and binding obligation of such party as of the Effective Date.

First Call Computer Solutions		Customer	
Signature:		Signature:	
Printed Name:	Jessica Stenberg	Printed Name:	Brandon E. Dewey
Title:	vCIO	Title:	Mayor
Date:	12/12/2019	Date:	12-12-2019

Item Attachment Documents:

- c. Discussion/Decision: Land Use Agreement for the Stevensville Airport with the U.S. Forest Service



Stevensville Town Council Meeting

Agenda Item Request

To Be Submitted BEFORE Noon on the Wednesday before the Council 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:	03/12/2020
Agenda Topic:	Discussion/Decision: Land Use Agreement for the Stevensville Airport with the U.S. Forest Service
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	03/12/2020
Notes:	

Agenda Item: 11c, New Business

Discussion/Decision: Land Use Agreement for the Stevensville Airport with the U.S. Forest Service

Other Council Meetings

Exhibits

A. Land Use Agreement

This agenda item provides Council with the ability to authorize the Mayor to execute a land use agreement with the US Forest Service for use of the airport.

Background:

On March 3, 2020 the Town's Airport Manager met with representatives from the Bitterroot National Forest. This meeting was to discuss the renewal of the Land Use Agreement between the US Forest Service and the Stevensville Airport. The previous agreement expired on December 31, 2019.

The Land Use Agreement allows the US Forest Service to establish extended heli-base operations on the Stevensville Airport during fire season if needed. This agreement is effective for approximately three years, but has the option to be amended. It includes who will be notified in the case of activation. It also outlines compensation for the utilization of the Stevensville Airport by the US Forest Service.

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

The Airport Board recommends approval of the Land Use Agreement

Alternative(s): do not approve the agreement

MOTION

I move to: authorize the Land Use Agreement with the US Forest Service for use of the Stevensville Municipal Airport.

EMERGENCY FACILITIES & LAND USE AGREEMENT

INCIDENT AGENCY (name, address, phone number) USDA FS, R1 Regional Office Aerial Fire Depot 5765 W. Broadway Missoula, MT 59808	AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT AGREEMENT NUMBER	
OWNER (name, address, phone number-include day/night/cell/fax) Town of Stevensville P.O. Box 30 Stevensville, MT 59870 C/O Airport Manager: Katie Coleman-Assad 406-540-2456 DUNS: 055038707 EIN/SSN: PAYMENT ADDRESS:[X] Same as above	EFFECTIVE DATES a. beginning (date of CO signature) /2020	b. ending 12/31/23
INCIDENT NAME: Stevensville Airport Land Use Support INCIDENT NUMBER: (Various) RESOURCE ORDER NUMBER: (as assigned) JOB CODE (P#) AND OVERRIDE: (as assigned) (Use is intermittent (generally seasonal) within the above dates. No activation of the LUA is required for Initial Attack operations...only for extended helibase operations or options. Notification of activation will include a resource order via email to airport contact. Written activation of any portion of this agreement will be by a resource order, utilizing the Agreement # annotated by the number associated with the area of activation, incident name, and job code (P#) and documented on an Emergency Equipment Shift Ticket (OF-297).		

TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES)

SMALL BUSINESS
 LARGE BUSINESS
 SMALL DISADVANTAGED OWNED
 WOMEN OWNED
 HUBZONE
 SERVICE DISABLED VETERAN
 PUBLIC ENTITY

(Pursuant to FAR 31.6 & OMB Cir.A-87)

The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for use as [Airbase and Air support areas for Land Management Agencies serviced by USFS R1 AQM, and incident fire and aviation management. Multiple areas/options are identified. Specific areas/timeframes for activation are variable and specified in a work order as needed. Areas may be utilized for aircraft fueling, parking, retardant operations, external load operations, or other aviation related activities. All use must be in accordance with airport rules and procedures.](#)

DESCRIPTION OF LAND/FACILITIES: Address or specific location. If street or highway address is unavailable, use distance from nearest city, crossroads, or other significant landmark. The local description of how to get to the land/facilities is also acceptable. All areas identified for use are located at the Stevensville Airport, Flying Lane, Stevensville, MT 59870. Any areas deemed suitable for operations (by mutual agreement of the agents of the City of Stevensville and the Ordering Agency) may be utilized under this agreement. The new North Taxiway, plus any other area within the perimeter denoted on the diagram (approximately 30 acres... see attached) may be utilized as agreed upon at time of activation. Pre-use condition and exact location will be documented on the work order or on the EERA shift ticket. The specific planned uses are listed below:

- 1) Small Aviation Operations (i.e.Small helibase—up to 5 helicopters): Area around SRE building, or North taxiway and adjacent area of field, or as specified by Airport Manager.
- 2) Large Aviation Operations (i.e:Large helibase—more than 5 helicopters): All of "area 1" listed above, plus additional area as needed and specified.

Additional: Option 'C': Fire Protection...Fire protection capability (fire engine support with at least 2 crewmembers for up to 14 hrs/day).
 Additional: Option 'D': Dust Abatement...Dust abatement capability (generally water tender with spray bars or equivalent for up to 14 hrs/day)
 Additional: Option "E": Facility—Snow Removal Equipment Building (SRE) use. Facility use, including any future improvements.

Lat: 46 31.51'N x Long:114 03.17'W'
 County: Ravalli State: Montana Township: _____ Range: _____ Section: _____

ORDINARY WEAR AND TEAR: Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident. **RATE: (Areas 1-2, and options "C", "D", and "E" above).** For each day that the land/facilities are used, the Government will pay the rate of [the individually stated rate \(see below\)](#). Ordinary wear and tear is included in the rate. Payment shall be in accordance with the incident Agency payment procedures.

Use:	Rate	
RATE for Area 1	\$250/day	
RATE for Area 2	\$500/day	(note on Areas: Area 2 includes Area 1...payment will be made for whichever area is specified for activation).
Option 'C':	\$1325/day	(note on Optional rates: Options 'C', 'D', and/or 'E' can be activated (i.e.: for initial attack operations)
Option 'D':	\$1500/day	without activation of Area 1 or Area 2).
Option 'E':	\$ 100/day	

UTILITIES AND SERVICES: (check only one) (provisions provided for use of existing and/or future airport services)
 The above rate includes utility charges for the following: (X) GAS (X) ELECTRICITY (X) WATER () TOILET SUPPLIES () JANITORIAL SERVICES & SUPPLIES () TRASH REMOVAL () SEPTIC SERVICE (X) EXISTING TELECOMMUNICATIONS
 The above rate excludes utility charges. The Government will pay to the owner the sum determined due by the Contracting Officer based on (N/A)

RESTORATION: Restoration beyond ordinary wear and tear. (check only one)
 The above sum includes Government restoration of land/facilities. Restoration shall be performed to the extent reasonably practical. Restoration work includes: N/A
 The above sum excludes restoration of land/facilities. Reasonable costs incurred by the owner in restoring land/facilities to their prior condition shall be submitted to the Contracting Officer.

ALTERATIONS: The Government may make alterations, attach fixtures or signs, erect temporary structures in or upon the land/facilities, install temporary culverts, trenching for utilities, which shall be the property of the Government. Alterations will be removed by the Government after the termination of the emergency use, unless otherwise agreed.

ORAL STATEMENTS: Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.

CONDITION REPORTS: A joint pre and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition. Refer to attached Checklists.

OTHER: Describe in detail: _____

TERMS AND CONDITIONS: See attachment.

CHECKLIST(s): See attachment.

Fill in the following drawing showing the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features which help describe the area.

Any location at the Stevensville airport may be available for use with the consent of both parties. Contact the Airport Manager to determine available areas.



At Stevensville Airport (32S).

Access through the NorthEast Gate (unlocked). The SRE building is available for use. A porta-john may be set up near the SRE building for summer use. Any supplies usually come from the Stevensville Ranger station located approximately 4.5 miles to the southwest. Limited storage in the building may be available in the SRE building with Airport Mgr. consent. Primary helicopter area should be the area accessed by the NE gate at the SRE building. Although helicopter parking on the new taxiway is permitted, helicopters with any attachments to the skids that could potentially cause damage to the asphalt should park off of the asphalt. Request Notam through Airport Mgr. to close taxiways to F/W traffic. Large helicopter parking in the field (aircraft may park in the best field location that will minimize dust issues—vehicles stay in the mowed areas or driven paths). Vehicles should avoid the ramp/ taxiways. For extended use i.e. Helibase ops, or activation of any options the airport contact must be notified by email/phone to activate the Land Use Agreement: (Airport Manager Katie Coleman-Assad 406-540-2456, katie@townofstevensville.com/ Mayor: Brandon Dewey 406-214-5995, brandon@townofstevensville.com); Bitterroot NF: 406-363-7133

ADDITIONAL CLAUSES:

The Attached Federal Acquisition Regulation (FAR) Clauses apply to this agreement.

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	CONTRACTING OFFICER'S SIGNATURE:	DATE:
PRINT NAME AND TITLE:		PRINT NAME AND TITLE:	
PHONE NUMBER:		PHONE NUMBER:	

PRE-USE INSPECTION: Description or photos (no digital) or condition immediately prior the Government's occupancy. Refer to attached checklist.
(At time of activation, a pre-use inspection of the specific area/item to be utilized will be completed and noted on the EERA shift ticket (OF 297) or on a work order. Any conditions noted below reflect condition at time/date of this template 4/26/17).

Area 1:

Area 2: (no obvious damages to area. No major ruts in field. No fence damage. No damage to taxiways. 4/26/17)

Option 'C':

Option 'D':

Option 'E':

(Snow Removal Equipment {SRE} building: No obvious damage to walls, doors, or concrete (interior or exterior). 4/26/17)

Owner/Agent: _____
(Print Name)

Government Agent: _____
(Print Name)

Signature: _____

Signature: _____

Date: _____

Date: _____

POST-USE INSPECTION: Description of photos (no digital) or condition immediately following the Government's occupancy.

The post use inspection will be documented on the work order or final EERA ticket (OF-297).

TOTAL AMOUNT DUE \$ assessed on post-use inspection of work order/final EERA ticket (OF-297)

RELEASE OF CLAIMS STATEMENT: Contract release for and in consideration of receipt of payment in the amount shown in 'total amount due'. Contractor hereby releases the Government from any and all claims arising under this agreement except as reserved in remarks.

REMARKS:

Owner/Agent: _____
(Print Name)

Government Agent: _____
(Print Name)

Signature: _____

Signature: _____

Date: _____

Date: _____

FEDERAL ACQUISITION REGULATION (FAR) CLAUSES EMERGENCY FACILITIES AND LAND USE AGREEMENT

52.213-4 TERMS AND CONDITIONS—SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (ii) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (iii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (iv) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (v) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (vii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

- (i) 52.232-1, Payments (Apr 1984).
- (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
- (iii) 52.232-11, Extras (Apr 1984).
- (iv) 52.232-25, Prompt Payment (Jan 2017).
- (v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).
- (vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
- (vii) 52.233-1, Disputes (May 2014).
- (viii) 52.244-6, Subcontracts for Commercial Items (Jan 2017).
- (ix) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$30,000 or more).
- (ii) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold).
- (iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (May 2014) (41 U.S.C. chapter 65) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iv) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212) (Applies to contracts of \$150,000 or more).
- (v) 52.222-36, Equal Employment for Workers with Disabilities (Jul 2014) (29 U.S.C. 793) (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, “United States” includes the 50

States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212) (Applies to contracts of \$150,000 or more).

(vii) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf.)

(viii)

(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).

(B) Alternate I (Mar 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(ix) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia).

(x) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))

(xi) 52.213-4, Terms and Conditions – Simplified Acquisitions (Other than Commercial Items).

(xii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(xiii) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693) (Applies to contracts for products as prescribed at FAR 23.804(a)(1)).

(xiv) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xv) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).

(xvi) 52.223-20, Aerosols (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvii) 52.223-21, Foams (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities).

(xviii) 52.225-1, Buy American —Supplies (May 2014) (41 U.S.C. chapter 83) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States.)

States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

(xix) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States).

(xx) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information.)

(xxi) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App.1241) (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Jun 2016) (Applies to contracts when the contractor of a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.)

(ii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (Applies to contracts over \$35,000).

(iii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).

(iv) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, *Clauses Incorporated by Reference* (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights --

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the

terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of Clause)

ORDERING/DISPATCH PROCEDURE

The Government intends to dispatch land/facility resources based on geographic need of the incident. Orders will primarily come through Dispatch, although Buying Teams or other Government purchasers are authorized to place orders.

At the time of acceptance of the order, the following information will be given to the Land/Facility Owner/Agent:

- a. Resource Order Number
- b. Incident Order Number and Name of the Incident
- c. Date and Time the land or facilities will be needed
- d. Incident contact phone number for further information
- e. Fire charge code/funding code

Upon ordering, dispatch will need to provide a Resource Order and Agreement to the Finance/Plans Unit or host agency unit.

Dispatch offices may use a FAX or email to provide a hard copy of the Resource Order to the Land/Facility Owner/Agent.

PAYMENTS

Payment will be made on the basis of calendar days (0001-2400). The Host Agency for each incident is responsible for payments. The payment office will be designated in Block 9 on the Emergency Equipment Use Invoice (OF-286).

Payment for all Land Use Agreements must be made on an Emergency OF-286 Emergency Equipment Use Invoice and submitted to the ASC Incident Payment Branch for payment processing. Payment by check or credit card is prohibited.

Time under hire shall start at the time of order by the Government, and end on the last day of the Government use of the land/Facilities. Land/Facility use furnished under this agreement is not subject to pro-rating on the first or last day.

Item Attachment Documents:

- d. Discussion/Decision: Resolution 458a, A Resolution amending the membership of the ad hoc Climate Action Advisory Board



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Dempsey Vick
Second Person Submitting the Agenda Item:	
Submitter Title:	Council Member
Submitter Phone:	
Submitter Email:	dempsey@townofstevensville.com
Requested Council Meeting Date for Item:	03/12/2020
Agenda Topic:	Discussion/Decision: Resolution 458a, A Resolution amending the membership of the ad hoc Climate Action Advisory Board
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	03/12/2020
Notes:	

RESOLUTION NO. 458a

**A RESOLUTION OF THE STEVENSVILLE TOWN COUNCIL
AMENDING THE MEMBERSHIP OF THE ADHOC
CLIMATE ACTION ADVISORY BOARD**

WHEREAS, the Town Council of the Town of Stevensville is desirous of recognizing the impacts that the Town of Stevensville may encounter due to the average global temperature increasing and rising sea levels; and

WHEREAS, the primary duties of the board are to first create a climate plan for the town; and

WHEREAS, the secondary goal is to address economic development and growth policy, and to ensure that the economic and development growth policy are flexible for a growth rate that could increase; and

WHEREAS, the tertiary goal is to research grants that are designed to help municipalities reduce the amount of energy used, provide improvements to existing infrastructure, climate education for the public, as well as grants that can be used to help with economic development (pertaining to climate change).; and

WHEREAS, the board will report findings and recommendations to the Town/City Council but does not have spending authority without consent of the council.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Stevensville, Montana, that an AdHoc Climate Action Advisory Board be and hereby is created.

BE IT FURTHER RESOLVED that the Advisory Board shall be made up of four (4) members who live within the Town Limits and/or the Town's Extraterritorial Zoning Boundary, and (1) council person, with one member being elected by the board as President. The board will also designate a member as secretary, who will be responsible for recording minutes, and responsible for presenting correspondence to the rest of the board.

Passed and adopted by the Town Council of the Town of Stevensville, Montana, this ____ day of _____, 2020.

Approved:

Attest:

Brandon E. Dewey, Mayor

Monica Hoffman, Town Clerk

Item Attachment Documents:

- e. Discussion/Decision: Mayor's Appointment of Patrick Shourd to the Park Board



Stevensville Town Council Meeting

Agenda Item Request

To Be Submitted BEFORE Noon on the Wednesday before the Council 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:	03/12/2020
Agenda Topic:	Discussion/Decision: Mayor's Appointment of Patrick Shourd to the Park Board
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	03/12/2020
Notes:	

**BOARD APPLICATION FORM
STEVENSVILLE, MONTANA**

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

Name: Patrick Shourd Home Phone: (406)546-1099

Address: 507 Central Ave. Work/Cell Phone: _____

City: Stevensville State: MT Zip: 59870

Email Address: PatrickShourd@gmail.com

Business or Occupation: Western Montana Mental Health Center

Board or Committee applying for: Park Board

✓ Please describe your experience or background which you believe qualifies you for service on this Board or Committee (attached additional sheets if needed):
Stevensville Town Councilman-Strong Commitment to Community Service-10 year resident of Stevensville
Frequently utilize Stevensville's Parks

✓ Why do you wish to serve on this Board or Committee?
Our local parks are a significant resource for our community members and I wish to help improve and maintain these special places for future generations.

✓ Additional information which you feel is pertinent:

E-MAILED
3-5-2020

Signature: _____ Date: _____

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