



**Stevensville Town Council Meeting  
Agenda for  
THURSDAY, OCTOBER 14, 2021  
7:00 PM  
208 Main Street, NVPL**

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.](#) March 25, 2021 Meeting Minutes
  - [b.](#) September 9, 2021 Meeting Minutes
  - [c.](#) September 16, 2021 Board of Adjustments Meeting Minutes
  - [d.](#) September 23, 2021 Meeting Minutes
  - [e.](#) September 30, 2021 Special Town Meeting Minutes
5. Approval of Bi-Weekly Claims
  - [a.](#) Claims #17041-#17083
6. Administrative Reports
  - [a.](#) Airport
  - [b.](#) Community Development
  - [c.](#) Finance
  - [d.](#) Fire Department
  - [e.](#) Parks Department
  - [f.](#) Police Department
  - [g.](#) Public Works
7. Guests
8. Correspondence
9. Public Hearings
10. Unfinished Business
11. New Business
  - [a.](#) Discussion/Decision: Contract with Thompson Reuters CLEAR, for the Police Department Background Investigation Access
  - [b.](#) Discussion/Decision: Resolution No.497, A Resolution Declaring Certain Town Property as Surplus and Authorizing its Disposal
  - [c.](#) Discussion/Decision: Award of Construction Contract to J&J Excavating for the Park Ave Sewer Main Extension Project
  - [d.](#) Discussion/Decision: Second Addendum to Attorney Contract with City Attorney Scott Owens
  - [e.](#) Discussion/Decision: Consent to the Mayor's Appointment of Greg Overstreet as City Attorney and Approving a Contract for Services
  - [f.](#) Discussion/Decision: Re-scheduling November's Council Meeting Date due to Holidays
  - [g.](#) Discussion/Decision: NewFields Task Order 01, Water Rights Hydrology
  - [h.](#) Discussion/Decision: Stevensville Airport Land Lease
12. Executive Report

13. Town Council Comments
14. Board Reports
15. Adjournment

## **Welcome to Stevensville Town Council Chambers**

We consider it a privilege to present, and listen to, diverse views.

It is essential that we treat each other with respect.

We expect that participants will:

- ✓ Engage in active listening
- ✓ Make concise statements
- ✓ Observe any applicable time limit

We further expect that participants will refrain from disrespectful displays:

- ✗ Profanity
- ✗ Personal Attacks
- ✗ Signs
- ✗ Heckling and applause

## **Guidelines for Public Comment**

Public Comment ensures an opportunity for citizens to meaningfully participate in the decisions of its elected officials. It is one of several ways your voice is heard by your local government. During public comment we ask that all participants respect the right of others to make their comment uninterrupted. The council's goal is to receive as much comment as time reasonably allows. All public comment should be directed to the chair (Mayor or designee). Comment made to the audience or individual council members may be ruled out of order. Public comment must remain on topic, and free from abusive language or unsupported allegations.

During any council meeting you have two opportunities to comment:

1. During the public comment period near the beginning of a meeting.
2. Before any decision-making vote of the council on an agenda item.

Comment made outside of these times may not be allowed.

Citizens wishing to speak during any public comment period should come forward to the podium and state their name and address for the record. Comment may be time limited, as determined by the chair, to allow as many people as possible to comment. Comment prior to a decision-making vote must remain on the motion before the council.

**Thank you for observing these guidelines.**

**File Attachments for Item:**

- a. March 25, 2021 Meeting Minutes

## **Stevensville Town Council Meeting Minutes for THURSDAY, MARCH 25, 2021**

### 1. Call to Order and Roll Call

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

### 2. Pledge of Allegiance

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

Bob Michalson, 222 Turner St, I would like to turn the attention to the skate park and the two signs about bicycles. No bikes sign are great signs, bad location.

### 4. Approval of Minutes

a. January 21, 2021, C.O.W. Meeting Minutes

b. March 4, 2021, Public Hearing Meeting Minutes

c. March 8, 2021, Public Hearing Meeting Minutes

Mayor Dewey: introduced the minutes for approval.

Councilmember Devlin: I will make the motion to approve the minutes.

Councilmember Vick: I will 2<sup>nd</sup> that.

Mayor Dewey: it has been moved by Ms. Devlin and 2<sup>nd</sup> by Mr. Vick. Council discussion? Public comment? Hearing none, Ms. Berthoud would you call for the vote.

Councilmember Devlin: aye.

Councilmember Ludington: aye.

Councilmember Shourd: aye.

Councilmember Vick: aye.

### 5. Approval of Bi-Weekly Claims

a. Claims #16588-#16648

Mayor Dewey: introduced the claims, #16588-#16648.

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

Councilmember Shourd: I will 2<sup>nd</sup>.

Mayor Dewey: it has been moved by Mr. Vick and 2<sup>nd</sup> by Mr. Shourd. Council discussion? Public comment? Hearing none, Ms. Berthoud would you call for the vote.

Councilmember Devlin: aye.



Councilmember Ludington: aye.

Councilmember Shourd: aye.

Councilmember Vick: aye.

Mayor Dewey: okay thank you.

## 6. Administrative Reports

None.

## 7. Guests

None.

## 8. Correspondence

None.

## 9. Public Hearings

a. Public Hearing: approval, approval with conditions, or denial of preliminary plat for the major subdivision known as Burnt Fork Estates

Mayor Dewey: introduced the public hearings section to the council and the public. Does council want to provide any direction or any consent at the last two public hearings we instilled a five-minute time limit during the public hearing do you wish to remain consistent, or would you like to modify that time limit this evening?

Councilmember Shourd: I would like to modify the time limit and have individuals speak until they are done with what they want to say.

Mayor Dewey: is there any objection from council, very good. Before we open for public comment the developers have a presentation on, more or less an update for, the representatives from PCI have an update to for you tonight shouldn't make more than ten minutes and should provide the public with some insight before the public hearing.

Andy Mefford: gave an update to his presentation that he gave at the March 11, 2021, town council meeting, updates including updated version will be uploaded to the website.

Mayor Dewey: one other update that I will share with the council discussed the supplemental staff report update from the public works director, it was provided to the council yesterday and was also uploaded to the website in the BFE page and is available for the public's review. As we thought nothing earth shattering on the staff report it concurs with the same conditions of approval submitted by the planning and zoning board representatives this evening actually addressed the concerns that were brought up in that staff report particularly around speed and those issues around the road design, so I think that was a bulk of that report that was addressed, there were four additional items on that report were not brought to council for consideration, didn't necessarily a condition that public works addressed but a traffic concerns

around Logan Lane, Eastside HWY and Middle Burnt Fork Road. Rather than conditionally the developers because I think we agree that they don't own the problem of those intersection and those roads or a portion of that if this is approved (unclear audio) project understanding that this phased project over ten years it will look very different from phase 1 to the end of the project. (Unclear audio) with that we go and move forward on opening the public hearing

Introduced public hearing section to the public, reminder to sign in and state your name and address for the record.

#### PUBLIC COMMENTS DURING THE PUBLIC HEARING PORTION OF TONIGHTS MEETING, BURNT FORK ESTATES (BFE)

Bob Michalson, 222 Turner Street, Stevensville resident, public comment. Mr. Michalson read from an article that was in the Bitterroot Star dated November 19, 2014, by editor Michael Howell about commercial businesses in the Stevensville area. (Nothing provided to the clerk for record) I don't see anything, I don't see we can take all of the water issues, surface water, water rights just this here I don't see how each one of you in good conscious vote for something that will kill this town you approve this main street will die. You have a business, Paul, I remember you were very active on the Main Street Association, Brandon you ran on this whole thing, Main Street Association, Civic Club and now you want to put a heart through the dagger shame on you all if you do this, it will kill it in time, but you will kill it.

Susan Brown, 1138 Middle Burnt Fork Rd, Stevensville resident, public comment. Ms. Brown set up a plat map of Creekside Meadows subdivision. I want to say I support a subdivision at this location. I brought forth my concerns at the Tuesday night meeting about traffic. Ms. Brown addressed the section of her public comment that was provide to the council via the town clerk about the numbers of houses vs amount of traffic. Also addressed the kinds of housing that Creekside Meadows suggested in their original plat map. Jaime you were concerned about straight roads, Mayor Dewey you were concerned about affordable housing. In these areas you could look at all of the open space for children to play, if you connected the bike path on Middle Burnt Fork Rd it would take the traffic off of Logan. I don't think that you can make a decision on preliminary plat without information. (Nothing provided to the clerk for record tonight, did earlier in the day).

Joan Prather, 534 Middle Burnt Fork Rd, Stevensville resident, public comment. I have watched the developments in the valley, I encourage you to listen to Ms. Brown she knows what she is talking about. Talked about planning, how critical it is. Talked about the main street association and how they encourage new business to the downtown area of Stevensville for over 17 years. I hope that you will look at the commercial development. Asked the council to look at our growth policy. It is a policy, and it is a guide, and it has consulted with the community. I hope that as you look to the future that you look at that. (Nothing provided to the clerk for record)

Steve Gibson, 1517 Creekside Drive, Stevensville resident, public comment. Talked about traffic and roads, when the town gave permission to the developers, they would need to get access from the county, not having access to Logan and Middle Burnt Fork Roads, traffic study was done a year ago during COVID, no schools no bars no restaurants. (Nothing provided to the clerk for record)

Gretchen Spies, 317 Main Street, business owner, public comment. Talked about not against new development but concerned about the commercial area at BFE. Talked about the businesses that have arrived in Stevensville on Main Street and have failed and left since she has been here on Main Street, Ms. Spies named the businesses that have come and gone through the years. We have worked very hard to keep Main Street old and lovely. (Nothing provided to the clerk for record)

Leanna Rodabaugh, 204 Ravalli Street, Stevensville resident, public comment. One of the things that I have heard is part of our problem is on Logan. How are you going to get to the commercial? Talked about the traffic issues in regard to BFE. I hope that you are listening to us. One thing that the Mayor did was hire Steve Kruse who has no qualification for his job and yet he has put himself in a nice position on Turner Street where the Mayor lives and where Bob Michalson lives, he has a commercial development there that is called I think it is called Timberline LLC he is a contractor and if anybody had any brains at all it should make you kind of wonder about what is being said. Ms. Rodabaugh read from a post, I don't know why we are here, at least one councilmember and our esteemed Mayor have approved of that disaster how the two of you are so enamored of getting your way you will no matter what give in to the wished of your constituents, Mr. Ludington are you going to sit there and plan that your wishes planned above those of others, how do you justify this? Do you know the meaning of represent it means to speak act or be present for another person or people not yourself, we all know that you are in favor of this no matter what we say, which I call arrogance? One is much more important than other people overbearing pride that would (unclear words)

Mayor Dewey: Ms. Rodabaugh would you refrain from attacking council members

Leanna Rodabaugh: I am done, I knew you were going to try and stop me because you always do, I am done try to think about his before, we don't want this. (Nothing provided to the clerk for record)

John Croft, 1618 Creekside Drive, Stevensville resident, public comment. Thank you for letting me comment. Talked about his concerns with BFE. Traffic concerns, BFE would add more traffic to Logan, attaching BFE to Creekside Meadows, wildlife concerns, water issues/water rights within BFE, commercial concerns within BFE. Please vote no for the preliminary plat for BFE. (Nothing provided to the clerk for record)

Jim Kalkofen, 287 Birch Lane, Stevensville resident, public comment. Talked about planning and zoning board minutes and that the board has not approved them. Discussed concerns about incomplete data and information in the proposal, until these things are on paper the application is incomplete. Talked about the commercial zone and what types of businesses could go in there. Water concerns, wells. (Nothing provided to the clerk for record)

Victoria Howell, 609 Middle Burnt Fork, Stevensville resident, public comment. Ms. Howell read her comments to the council, concerns about commercial zone, quoted the growth policy and the vision of commercial areas in that policy. (Nothing provided to the clerk for record)

Paul Ludington: point of order I have been misquoted, they do not have common walls there is a seven and a half side yard setback they are independent buildings C-1 requires no setbacks, C-2

does not. If that is what you heard, you were misunderstood they will be separate buildings it will not be a strip mall they do not have common walls they are independent buildings in C-2.

Jim Edwards: 601 Main Street, business owner, public comment. Talked about the commercial impacts that the BFE commercial area will have on downtown. I have no problem with the subdivision, but the commercial area I have concerns.

Lori Green, 302 Creekside Drive, Stevensville resident, public comment. Talked about the water run off issues, water already fills my basement I have to pump it out and there is nowhere for it to go, parking issues with multifamily housing, parking concerns with where to park when these multi-family housing units will have two cars each. (Nothing provided to the clerk for record)

Mayor Dewey: any further public comment on the public hearing? We will close the public hearing for Burnt Fork Estates, and we are going to take a seven-minute break or so.

Mayor Dewey: brought the meeting back to order after a brief break.

## 10. Unfinished Business

a. Discussion/Decision: approval, approval with conditions, or denial of preliminary plat for the major subdivision known as Burnt Fork Estates

Mayor Dewey: introduced unfinished business item (a). you have had three public hearings; you have had a chance to review the staff report and you have heard from the developer on several occasions her in this setting. I am not sure what is council's intent is tonight in terms of forward steps when we did the planning and zoning board meetings at the end of that process we worked through each of the criterion and criteria of the subdivision review and you have basically the review and recommendation report that was given is a format that we follow addressing each of those criteria and the findings of fact and the conclusions of law and addressing those prerequisites of approval and the conditions and with that we have that document available in terms if the council wants to work through those pieces step by step and make those notes and get that prepared if that is the route you want to go I will leave it up the majority of how you drive how this looks moving forward.

Councilmember Vick: I think that the one elephant in the room with this whole thing has been the proposed C-2 zoning. I can't deny that I have heard at least 45 people in the last couple of weeks are very much so against the C-2 zoning. My views on that is that it would risk the put a tear in the middle of the it would put two commercial centers in the town which a town this size we can't sustain. Because of this one section I am going to make a motion to deny the proposed C-2 zoning.

Mayor Dewey: is there a 2<sup>nd</sup>?

Councilmember Devlin: 2<sup>nd</sup>.

Mayor Dewey: it has been moved by Mr. Vick and 2<sup>nd</sup> by Ms. Devlin to deny the C-2 zoning request. Council discussion?

Councilmember Ludington: I think that there is a certainly an opportunity for us to certainly separate the C-2 from the proposal which I am not opposed to. I understand that reluctance to rezoning that particular area. What I think we probably need to do is separate that from the proposal. Because it is considered part of the proposal, if we separate it from the proposal, I think we can make a decision on whether or not we want to accept that rezone. I think that the proper way to go about it is to separate it from the proposal, otherwise we are looking at denying all, I am not saying that is what we are going to do but I think that is the proper way to go about it.

Councilmember Vick: I will rescind my motion and I will submit a motion to separate out the proposed C-2 zoning.

Councilmember Shourd: 2<sup>nd</sup>.

Mayor Dewey: it has been moved by Mr. Vick and 2<sup>nd</sup> by Mr. Shourd for the previous motion rescinded to consider the C-2 zoning separately. Council discussion?

Councilmember Ludington: I will go on the record to saying that the only reason, that in the discussions that planning and zoning had, the only reason they were thinking about a C-2 zone was that multi-family is allowed in C-2 but it allowed in a lower density I think that there is also (unclear audio) in the downtown area I think there is no doubt going to be an effect to the downtown area if there is allowed eating establishments that type of thing in that C-2 zone, in my opinion, the reason that the planning and zoning board was okay with it was because rather than 16 units per acre it is 10. So, we were lowering the R-2 density because it is already zoned R-2 I don't know if that was in the intent of the developer to try and move away from multi-family or not but that was the only reason that we left it alone and to allow them to put in height restrictions and what would be allowed. I think under the town building ordinance you could make them more stringent you can't make them less. We couldn't say because of this we will allow this that would normally be permitted but we can say this is permitted. So that was the understanding in my opinion of what was done in the C-2 zoning as far as the planning and zoning board's recommendation.

Councilmember Vick: I understand that my thing is I completely agree if the intent is for residential to only be out there than let's leave it zoned residential and put conditions on that. That is how I would view that, rather than give them a chance to have three apartment buildings and then you have a Starbucks and then three more apartment buildings and then a Walmart neighborhood market. Let's leave it so residential only. That is my view of it.

Councilmember Devlin: I am an advocate for a lot of businesses here in Stevensville and throughout the valley I work hand in hand with several, I am on a lot of boards that promote our business' downtown, and it is something that I am extremely passionate about and to even remotely consider damaging that I can't do that, and I won't do that. This community has worked too hard to preserve the businesses that are here we have worked too hard to work side by side and help our community thrive. I think that we have a moral obligation more than anything we don't have Main Street any more we have to help our business that we currently have that is our obligation to think of commercial anywhere else at this point I can't do that.

Councilmember Shourd: The Main Street is the heart of Stevensville and that is where it needs to stay.

Mayor Dewey: any further council comment? The motion on the floor is to separate the two zoning. We will open the floor for public comment.

PUBLIC COMMENT

Steve Gibson: my understanding, if you don't approve that part C-2 which I think is a good idea, you will have to go back and be redone to the planning board, am I correct? These people are going to have to come back to the board, correct?

Mayor Dewey: if the developers reconfigure the subdivision substantially because of the C-2 zoning is not permitted C-2 zoning is not granted and they change the lay out of the subdivision, yes that would initiate a restart, but if they leave the lots and the configuration exactly how it is with no substantial modification the R-2 rezoning is already in effect.

Steve Gibson: I think at the last community meeting this came up this very thing about they would have to go back a redo it so it would have to be a new plan.

Mayor Dewey: today they could leave those lots alone as R-2 and build on them

Steve Gibson: I really think you are going to have to go back and reapply.

Jim Kalkofen: it was my understanding that when I read the full application it was a subdivision and a rezoning request. same application for two things if you deny the C-2 in my opinion I would like to get the towns legal opinion from their attorney and find out if that is something that can be done.

Susan Brown: you already have a traffic study, and it has been determined by the state of Montana to be an error and if you change any of the numbers that go into an impact study it changes the study. You change that to residential and we don't know the numbers it is violating the law.

John Kellogg: PCI, as far as numbers go, I appreciate Susan Brown. If it goes C-2 the number of residents that go in there is potentially 48 if it goes to R-2 that number jumps up to I believe 128 which is not possible. As far as the comparison of this commercial and what would go in there. I appreciate local business on main street this is not intended to draw from downtown. It is a low impact type of zoning. If could be medical offices, professional offices, the likeliest comparison is behind the post office. The C-2 that is on the back side of main street is largely unused, so it is difficult to draw a comparison there.

Mayor Dewey: just so we can keep this conversation going with the town council as a reminder folks that right now is not necessarily the time that we are debating the C-2 is approved or not approved we are debating on whether or not the C-2 should be together or separately. If you don't mind keep your comments to that point.

Susan Brown: if you change it from commercial to residential you change the model. Those numbers by the developer keep changing.

Andy Mefford: I will keep the comment directed to the two issues separating. Gave comment on the commercial, the connection to Burnt Fork.

Mayor Dewey: any further public comment on the separation of the two items. Mr. Mefford does bring up a good point two distinct fees were paid for the subdivision application and for the rezoning application. We combined the processes for efficiency sake because they are related project wise and I think from that perspective and I don't know if after this decision on whether to not split them I don't know what your intent is to go forward if you split the decisions I would ask for you to not make a decision on the zoning this evening because it is not agendaized as such, you do have the ability as the agenda reads you could make a decision on the preliminary plat, but the C-2 zoning I think we should do separately. Just a word of caution. I don't see anything prohibiting you if you split them out and you decline the C-2 and approve the preliminary plat maybe in the reverse order. The R-2 zoning still stays on the property so the lots remain exactly the same if approved, the preliminary plat would remain exactly the same unless you condition that they change, or the developer came back with a new proposal to change those lots. I think if a preliminary plat approval was granted, I could see it unlikely (unclear audio) or a preliminary plat discussion when it comes before you, whenever that may be. Any last council comments on separating the decisions?

Councilmember Ludington: the only reason that I suggested that is because it was part of the planning and zoning recommendation that was included. Rather than trying to rewrite the entire conditions. I thought that it would be easier to separate the conditions out because like you probably do have, I have questions after listening to testimony tonight. (Unclear audio) I have some questions that have evolved from that. This might be the opportunity where we can take that first little bite of this potentially an extremely large condition.

Mayor Dewey: the motion on the floor is to remove the zoning request from this, Ms. Berthoud will you call for the vote.

Councilmember Devlin: aye.

Councilmember Ludington: aye.

Councilmember Shourd: aye.

Councilmember Vick: aye.

Mayor Dewey: motion passes unanimously. Council remains with the agenda item before them. If they consider, or the ability to continue the conversation on the preliminary plat.

Councilmember Devlin: I would rather not wait and do it all in one night. We have ample opportunity to go through this we have had ample opportunity to hear concerns and questions answered. I don't know what more we need in a week. We are hearing the same things.

Councilmember Vick: with us separating out the proposed C-2 zoning don't we have to agendaize that part?

Mayor Dewey: if you wanted to consider the preliminary plat approval this evening, the C-2 zoning is something that you will have to consider in a future agenda.

Councilmember Vick: there are somethings that I would like to see in the R-2 zoning different. I don't know if we have to separate that out.

Councilmember Ludington: I think we can add that to conditions to consider.

Councilmember Vick: the condition that I would like to have on the R-2 zoning is that multiplex housing be limited to duplexes. And I will make that motion.

Mayor Dewey: Mr. Vick has made a motion to condition the R-2 zone at Burnt Fork Estates as duplex or single family only. Is there a second to the motion? Motion dies for lack of a second. If you would like you can discuss conditions and agree to conditions as a bulk if you want to, I am going to cautiously make the assumption that you have reviewed the conditions of approval that the planning and zoning board has recommended and made it would be a good starting point to look at those conditions and decide if you want to keep or move or add.

Councilmember Devlin: I want to open some dialog, we have spent so much time talking about water and sewer I guess my concern is when we if we approve this subdivision, there is nothing that we can do when it is in, and we really have not talked about the effects that it has on the town of Stevensville. I guess talk about Logan, Burnt Fork, water and sewer. All that traffic goes somewhere all those people go somewhere. When I read this and it says three to six hundred or two thousand to four thousand I view that as vehicles that are going to be driving not just on those roads but in our town we have intersections that if we could half the passion and emphasis we have spent on this whole subdivision and taken those into consideration a decade ago we would not be sitting here today, but now it is this big deal because we are here. I don't feel like, we as the council are sitting here holding a bag for a lack of planning from over a decade. And to be honest I am having a really hard time with that. We can't do anything about his but why hasn't somebody done something along the way to prepare for this. Creekside was approved for ever ago, we have known about it, we have known about Twin Creeks we have known that Stevensville is going to grow. And we have done nothing to prepare for that and now we have all of these decisions to make to put this subdivision in, it is not the developers fault you made an investment. Other people in this room have the same opportunity to buy that land and do whatever they want, it is not the developer's fault. We are in this position with all these questions and concerns and this fear of lack of planning for over a decade. We somehow think that we are going to sit down and go through all these conditions or approvals and come up with this magic plan that should have started twelve, fifteen years ago. Are we going to do that in a couple of night I don't think it is possible? To be completely honest I don't think in two nights we can mitigate all these issues to make our town safe, to make our town happy, and to make our town to continue to thrive in a way that we are all accustomed to it thriving and working. I will follow up with that, we have the opportunity to possibly have four police offers we are still behind by two. We should have six, some say that we should have seven. I know that it is going to be over a ten-year process I know that we are going to add more. Which means that we need more safety in our town that has taken us this long to get just this far, I know that people don't want to have their taxes raised, I get that. I have real estate, I have commercial buildings I have homes I get it I pay plenty of taxes, but we are looking at spending money to prepare for something that is going to happen instead of taking care of these issues for the people that we have here right now, I don't feel good about that. I don't know why we



are all of a sudden going through this and worrying about Logan and worrying about Burnt Fork and worrying about Eastside and Main Street and Burnt Fork and Main Street. We should have been worrying about these all along. We should have been preparing for this all along and we haven't, and they need an answer from us, and we are still sitting here with our teeth in our mouth trying to figure out what should have been twelve to fifteen years ago. I don't think that we are in a fair position, I really don't. I don't know how to make a right decision about this because it effects so many things. We can go through conditions we can go through all this stuff, but I don't know how we are going to.

Mayor Dewey: I can address capacity; it was brought up in the public hearing we talked about capacity analysis of our system the goal with that analysis was to educate our citizens and the people that own our system through water rates not their taxes, through their water and sewer rates to help those people better understand what their system is, what it is capable of doing, where it has been all those pieces. When we talk about being prepared for growth, we did take so pretty significant strides in especially 2013 and 2015 and increasing our systems. We do have so we have our draw capacity analysis I will be very upfront with you, I am walking on eggshells on purpose, and this is in draft form, I happen to have the email sitting in front of me I will share some of this information, I want you to know, that it is still being firmed up by our engineers. The water capacity analysis is not being conducted by the public works director or the public works department it is being done by HDR Engineering which the town uses for its engineering services and our master's services agreement, and they have extensive experience with the systems in Stevensville over the years. In summary to just get right to the punch line that everyone is looking for these preliminary numbers shows the wastewater treatment plant has capacity to serve 325 single family residents, excuse me dwelling units, 325 dwelling units under average flow conditions. What may surprise you is that the water system has more capacity than not, the water system has the capacity to serve additional 1143 dwelling units if we, this will probably get you really riled up, if we reduce the unaccounted water that we lose from our system by 50% we could add 407 units to that number. We are mostly limited in our sewer capacity because of our DEQ permit, and the reason that this is in draft form is to confirm that our plant by design is capable in treating more in wastewater than what DEQ will permit it to do. DEQ usually holds you back, but at maximum capacity the sewer plant, especially after the nearly \$2 million upgrade that we did at the head works facility that we did in 2015 it is likely that we would service more than 325 units. The biggest issue with our water system, and it is not the fault of the growth at Creekside or Burnt Fork Estates or anywhere else in town, it is the town is striving to meet a fire flow capacity of 3500 gallons per minute for a 3-hour duration. That is where we have challenges in our water system because that adds up to 414,000 gallons a tank holds 430,000 gallons, so you can obviously do the arithmetic here and realize that we are cutting it close and cannot meet fire flow demands of 3500 gallons a minute in our commercial areas, we meet residential fire flow, no problem. And that is why the town has stuck away cash for several years for the water tank project. We have upwards of \$1 million in the water fund to pay for the water tank, so we weren't bringing additional bond or debt on to the water and sewer users. So, we have done some planning in terms of water and sewer infrastructure to make sure that we are ready for the eventuality of this subdivision and other subdivisions coming to fruition. Jaime is right in that roadways are less than ideal, maybe we set them with expectations because what we are seeing, we received revised numbers if you will from PCI

today regarding Ms. Browns study. And what that, so I will tell you the difference in the numbers, total trips 1675 daily trips to 2208 daily trips increases of 146 to 176 in the morning and 163 to 202 in the pm. Overall the (unclear audio) at these different intersection increases by .1 to .5 seconds per vehicle and the grades for those intersection do not change at all. These numbers are coming to us in an addendum. So, there is some information that should have been given to you from the get-go, Jaime's comments bring some of that to light. It may or may not help you.

Councilmember Shourd: I understand what you saying I do. This particular development I can't see another way where we can control the growth as well each phase has to go through the DEQ has to go through the DNRC has to go through the Montana roads we have seven opportunities to pump the breaks and say, based on this information, based on water supply based on storm water we can't go any farther. The first phase is six homes the second phase is 22, my concern is the growth that we are going to see outside of town, outside the city limits neighborhoods that go up with a hundred house, they are all tapping into the aquifer. They are all running drain fields and septic tanks. This is the one opportunity that we have to control the growth like you discussed modify it and regulate it and stop it if it impacts the water system.

Councilmember Devlin: I have no doubt about that, I agree with that. But the focus has not been on what is it going to do to our town how is it going to impact our town. We have a 4 way stop out here we add 4000 cars they just don't go down Logan and Burnt Fork and then disappear they go somewhere. Where do they go? Where do they park downtown where do they park anywhere there is no parking? There is nowhere for these people to go they are not just going to go down Logan and Burnt Fork. Do I think that potentially they could bring a lot of money to our downtown business, absolutely? I have zero problem with growth we need it. We really need it as discussed, but we look at a subdivision like this and like we talked the other night these are not affordable homes these are four, five, six-thousand-dollar homes that are going to go in here. Who are those people, right, that are generally in our area what does that mean for our town what does that bring to us? So, we put a subdivision in and there is usually an expectation of living that goes along with that do we meat that here? No, we don't. So, we are bringing homes to Stevensville for people to leave Stevensville to shop. It doesn't keep people here it doesn't keep people here to spend money. our town is charming but that is going to get boring really quick. What does it do to our town does it really bring along term business standpoint on money? I don't know that it does, initially, absolutely, our economy would get a boost. What do we do about our 4-way stop sign? In the mornings when I take my kids to school I am getting to the point where I am literally saying cuss words. I had never used Logan and now it is an option because over here it is a nightmare trying to get out over here it is a nightmare. I am now using this road that I absolutely hate, I said that I would never use it when I moved out to Creekside. I had a meeting with Jim and told him that I never use that road and don't intend to use that road I am now using that road because when everybody is going to the school you can't get to the school for me to get from Creekside to the school it takes me ten minutes in the morning so we are going to add that to two roads that in itself does not make sense to me but we can figure that out. What do we do about our town? There has been no mention what we are going to do with the 4-way stop and these other roads west of commercial 50% increase in traffic, 50%. What do we do about that? Are we going to widen our roads, who is going to give

up their land to do that? What do we do? And what do we do with them when they get into town? We didn't prepare, to be honest with you I am sick and tired of hearing about water and sewer. I mean it is water and sewer, you figure it out, but our streets in town. What do we do? We did not prepare for growth. Two items out of a whole list, two items that we prepared for.

Councilmember Ludington: I don't want to rain in Jaime, but I think we are onto a philosophical issue I am sure that you probably did as well as I did twenty years ago commute to Missoula every day and sit at malfunction junction and watch people of Missoula read a book it took them 18 years to get that changed and is it any better? They had no control over it all that they could do was apply, apply, apply to DOT to get something done. Higgins Street bridge, twenty-five years it took them to do that. It took us eight years to get a four way stop originally when I was on council years ago, we wanted to try and do something with that third and main improve the intersection make it easier for pedestrians and the DOT basically said that is a highway and we are keeping it a highway so that traffic will move better. So, some of this stuff we have no control over I tried to when Creekside Meadows was first proposed I went to a meeting with the mayor of that time to the county commissioners and said we would like you to dead to the town Logan Road from Eastside HWY to Middle Burnt Fork and Middle Burnt Fork to Eastside Hwy to give it to the town, so we were responsible for it. They said no. as far as I know they are still saying no, they want that roadway they are responsible for it so when accidents happen out there as they probably will it is their responsibility because they won't let us do it. They will let us take care of 3<sup>rd</sup> street and 2<sup>nd</sup> street and College and Church, but they won't let us take care of Logan or Middle Burnt Fork. Eastside HWY belongs to the state, try to get something from the DOT you are lucky to get an answer on the traffic study but to try to get them to tell you what the plan is on that corner which is horrendous as with the other three corners out there and the corner where some kid was killed recently. They have had a design plan on that since 2004. And they haven't done anything. They are right now working on a project from Pine Hollow to Birch Creek to widen the road, so it looks like from north Birch Creek to Corvallis they have been planning that since 2009. So, that is how long this stuff takes and this part of the way, don't get me wrong I am not standing up here advocacy that we go, go, go. I am saying that this stuff takes time, they have two people and in Missoula that spend all of their time applying to DOT for funding for roadways that they don't have responsibility for. HWY 93 business loop that runs through Missoula they don't have any responsibility for it, it is not their road. And all that money comes from gas tax, that is what we use in the town to keep our roads in the condition that they are in. We lobbied like heck to get them to put that walking path in from Logan on Missile Burnt Fork when they redid Middle Burnt Fork to put that walking path in and just this year, after talking to the County Road Supervisor plow the middle of the road and then plow the path. Don't plow the path first because that is where people drive, we kind of have that established so that we have that little bit there. That took a long time as well. This is going to take a long time, it kind of sounds like putting the cart before the horse but in order for stuff like this to happen you have to show an impact. When you want to talk about what the town has done to try and get stuff like this, (unclear audio) practically killed himself trying to get water moved and that cost the town very little. What was that \$12 million they spent on that project and the town spent less than a million I think they ended up paying four hundred some thousand dollars for that \$12 million project because they got funding from everywhere. We could probably do the same thing for the roadways to get some funding to apply to the improvement. But the DOT and

the county is going to come forward and say that is a cow pasture what are you talking about. No, look what is going to happen in the next ten years, part of the condition of this preliminary plat approval is that they show us that they are able to access those two roadways by permits, if they don't have those two permits stuff aint happening. So, without these conditions of approval this subdivision goes nowhere. I have been here twenty-seven years when I first moved here George Smith was barley getting started after it had been there for twelve years after they had been working on it. They had been working on 7<sup>th</sup> – 10<sup>th</sup> street and building on that after they had conceded three times to three different developers (unclear audio) none no sidewalk at all or lighting, that is what they had to concede to get something built out there. Guess what ladies and gentlemen I am not conceding on nothing. I am sorry that I am not, I want it to be right I want us to make sure that we dot all the "l's" and cross all the "t's" I want that as much as anybody else, but unless we are able to start nothing is going to happen and then they will be stuck with a piece of land that is part of the town and it, they are not going to start digging tomorrow I am not sure that they will dig this year. So, we have to decide if we want to look at growth and control that growth and try to move forward and hold these people that want to do this to those regulations that we put in place. I am not in love with the design either, I would like to see something different, but they are following the rules this is what they are allowed to do because of the rules that we put in place. At this point what I will tell you is no offense to anybody sitting at these tables, but the town has a credibility issue. With these people that are sitting out there, they don't think that we can do the right thing they think that we are getting bought off, they think that we don't care about you guys and how you feel about this, and we do. I love this town I don't want to live anywhere else I don't want to screw the town out of money I am not looking to send someone from California marching out of here with tons of money, why would we do that? We are no different than you, we are just trying to do what is right for the town and if you tell me that I have to do what you tell me to do that is not really how government works we are trying to do the right thing. And we do have a credibility issue it is hard for people in this town, I deal with this all the time, "I don't know if that is right, I am not sure if I believe that" whoa. I am really sorry that we have that problem that you can't believe what the town is telling you, we are trying to listen to experts we are trying to listen to engineers that tell us this is the capacity for water and sewer has this is what is going to happen. Is it going to cause a lot of accidents? I took a bus load of kids to Seattle, drove a bus to the opera house in a 42-foot-long bus, we don't have any idea what traffic is and we (unclear audio) clear so that we don't have to drive with anybody else and when we have to wait, I see it every day. I tell my drivers all the time you see a car coming into an intersection they are going to pull out in front of you every time, let them. It is what it is, I have been telling my wife for the last six months there are too many dang cars people are driving on my road this is how we have to go about improving things, we have to start somewhere. Yeah, we did a crapy job planning for this, we haven't done any improvements to the building ordinances in years we haven't really looked forward to what is going to happen at all we did the same thing with Twin Creeks, spent a lot of time trying to estimate what worked and then it sat empty and was forgotten about. So, what is going to be next. We are going to have to try and stay on top, let's talk about water rights for years a lot of small towns the town is run by the clerk not the mayor the clerk that we had in this town for years did not want to talk to DNRC and felt that the water rights that we had where fine and she was wrong but there wasn't anybody in Ravalli County that was going to mess with

her that is what so we have what we have and now come to find out that we are really being held to a high standard and I don't blame you, you should be holding us to a high standard and when we do something that you don't like you better stand up here and scream and we will have to face the music and that is just the way that it is. Take it one little step at a time and try to do what we think is best for the town and right now I think what I can say it with Burnt Fork Estates we are making the pie bigger. So, the reason you are paying \$35.00 in Hamilton for water is because there are about three times as many houses there and they have supply issues, they have water issues as well they have flow issues as well in their downtown. We are not alone here we don't live in a perfect world we are trying to do the best that we can.

Councilmember Shourd: this is a really challenging decision this is where I am going to raise my family and I feel an obligation to do what is best for this town now and in the future. When I purchased my home in 2009 I believe I paid \$73.00 every three months for water shortly that changed and then I was paying \$83.00 and every citizen that I have talked to about water issues has two main points for me; fix my water system but don't raise my bill our water system with or without Burnt Fork Estates needs our help this is an opportunity to put money into our water system for new storage tanks and raise the bills the least amount as we can. When we talk about density and look at the R-2 as a medium density there are seventy eight single family homes that I can't afford along with a majority of people that live in this community and Ravalli County cannot afford the average income in Ravalli County is \$24,000 a year and some change the R-2 provides opportunity for a community of people that live, work at the locations throughout this town and provide services to us deserve a nice neighborhood to live in, we can provide that . We can provide a very slow, very structured process where every single phase comes in front of professionals, DEQ the DNRC the roads department I can't think of a better way to grow our community in the most careful way possible in the way that is being presented.

Mayor Dewey: how would the council like to proceed? Are you interested in walking through the conditions of approval that have been recommended by the Planning and Zoning Board, are you wanting to jump into a decision and do your own conditions of approval, are you interested in continuing this at your next meeting held on April 1<sup>st</sup>?

Councilmember Shourd: I would like to walk through the conditions, and I would like to, based on the staff report, there are conditions to add. I think that is one thing that we can work through this evening.

Mayor Dewey: any objections from the body? Alright we will get after it then.

COUNCILMEMBERS WILL NOW GO THROUGH THE CONDITIONS OF APPROVAL

**Condition #1**

Mayor Dewey: introduced condition #1.

Councilmember Shourd: a public hearing is required for each phase?

Mayor Dewey: correct. Any discussion on that condition?

COUNCIL: no changes to number one.

**Condition #2**

Mayor Dewey: introduced condition #2.

Councilmember Vick: does that include if the C-2 gets denied?

Mayor Dewey: not because that is not a plat change.

COUNCIL: no changes to number two.

**Condition #3**

Mayor Dewey: introduced condition #3.

Councilmember Ludington: understand at some point if the developer decides to not give us the water rights, they would be in violation of this phase which is one of the conditions of approval.

COUNCIL: no changes to number three.

**Condition #4**

Mayor Dewey: introduced condition #4.

COUNCIL: no changes to number four.

**Condition #5**

Mayor Dewey: introduced condition #5.

Councilmember Devlin: should we put in there who is paying for it?

Mayor Dewey: you can, it is a condition of the subdivision approval all of these things are their responsibility. The town is not doing these things, but if you want to put in that language.

Councilmember Shourd: I don't need that clarification; my concern is it says phase four and it is clearly stated that the developers do not have a call on phases 1-7 so I would prefer that it says the number of units or connections needed prior to.

Mayor Dewey: that is 120.

Councilmember Ludington: yeah 120.

COUNCIL: changes to number five were noted to list the number of connections.

**Condition #6**

Mayor Dewey: introduced condition #6.

Councilmember Ludington: something that Planning and Zoning did not realize in the beginning that they could do but it was brought to our attention that there is a public comment portion to that application we wanted to make sure that there was a proper notification for the public's concerns and this is that area where we would be able to say we have reached what we feel is our limit with waste water and water and we are not able to proceed until upgrades are done. Which doesn't mean that you can't do phase 1-4 but when

you get to five, we may say we are working on upgrades and the impact fees that have been paid and the money that the town is using to those upgrades we may have to put on the brakes on the next phase until those are funded.

COUNCIL: no changes to number six.

**Condition #7**

Mayor Dewey: introduced condition #7

COUNCIL: no changes to number seven.

**Condition #8**

Mayor Dewey: introduced condition #8

COUNCIL: no changes to number eight.

**Condition #9**

Mayor Dewey: introduced condition #9

Councilmember Shourd:

Councilmember Ludington:

Mayor Dewey:

COUNCIL: no changes to number nine.

**Condition #10**

Mayor Dewey: introduced condition #10.

COUNCIL: no changes to number ten.

**Condition #11**

Mayor Dewey: introduced condition #11.

Councilmember Ludington: there is a member on the board from the county the county does this pro rata share with every subdivision application that they have there is a formula that they use a standard form that they use.

COUNCIL: no changes to number eleven.

**Condition #12**

Mayor Dewey: introduced condition #12.

Councilmember Devlin: I guess my concern is we have some traffic calming that we have put in place that we have spoken of that have not worked so why would want to risk that. We have sighs that flash at you when you go to fast.

Mayor Dewey: I am concerned that you are saying that they are not working.

Councilmember Devlin: yes, I am saying that.

Mayor Dewey: do you have data to back that or just observation?

Councilmember Devlin: it was a great effort and putting it in here would be a great effort.

Mayor Dewey: I will get you some data that would show you that we are seeing success with the very low traffic impact one of the calming traffic measures was paint on the street, in the case of Burnt Fork Estates we are talking about concrete on the roadway, and I think that Andy addressed that in his report.

Councilmember Devlin: right, but you are saying we can be pretty vague about it, and I don't think that I am in any form of a mood to be vague about it.

Councilmember Ludington: one of the recommendation from staff on this should be given to the design of the streets and speeding drivers. We are not saying we want you to put in twists and turns we are saying speeding drivers are an issue when the roadway is proposed we would like you to put in how you are going to mitigate. So, one of the things that has been an issue in the pass is speed bumps, but if we put in some humps. The last time that we did a traffic study on Eastside HWY, and Main Street I think that it was 2012 and the speed on Main Street is 22 was the average speed. That means that some people are going faster than that and slower than that. The average speed on 3<sup>rd</sup> Street is 27. We tried to put some calming efforts on Main Street by narrowing them down. We could look at some of those. That is why we should leave that open.

Councilmember Devlin: what if we are saying that we want to see some twists and turns?

Councilmember Ludington: I won't disagree with you; it is not that imaginable. We don't have anything that says you have to have calming efforts in roadway plans. (Gave comment on straight roadways).

Councilmember Devlin: I remember that you said at our last meeting that this is the only time to do anything. The only time that we have control so, I would like to see consideration with the streets and not just a hope of some calming.

Councilmember Shourd: as you come down Central there is a jog to the right that creates a stop and there is a family that lives there with kids and they play there, my concern is curvy road or not fast drivers drive fast I feel like, I am a big fan of speed bumps. When is comes to identifying calming I am in favor of speed bumps?

Councilmember Ludington: that is something when you have curvy roads how do you protect people.



Councilmember Devlin: I guess there are pros and cons to everything, and we can go back and forth on that I just know what we have done isn't necessarily the best solution and we have a brand-new area and I think we need to take consideration and if there are measures I would rather somebody hit somebodies house going around a corner than hitting a child, or a dog or somebody walking.

Councilmember Vick: as everyone knows I live on Barbara Street and humps would do some good there.

Mayor Dewey: in this stage in the process, you have expressed your desire, what language do you want in the condition that would capture your expectations and allow the developers to bring back whatever those proposals would look like. You do have some opportunity; this whole thing is phased the traffic calming that you do in phase 2 will not continue onto phase 4 because of whatever changes. Does the supplemental staff report from public works does that accurately capture what you have talked about in this conversation or does additional language need to be added?

Councilmember Ludington: let me propose something, number eleven in the conditions actually it is number 12, (recited number 12), could add; pay particular attention to traffic calming efforts as to include a complete redesign of the roadway, to possibly include a complete redesign of the roadway. That is an option, they can make the roadway bendy and curvy to try and slow the traffic down they can make it jog and other calming efforts to make it less advantages for drivers.

Mayor Dewey:

Councilmember Devlin: I don't just like these streets, we have 4 straight streets, you have the acreage you have the space.

Mayor Dewey: there is an option in the streets master plan there is a section mentioned in there for residential streets that does lend itself to some traffic calming that contains a median.

Councilmember Ludington: referred to the plat map all of those intersections they should have three way stops and then a four way stop to Logan if they are going straight, they will have to stop there. Does it mean that you put a bend in the road I don't think that is it? Potential for a cross walk, flashing light, at least we are showing an effort.

Andy Mefford: (condensed) every community faces this, they all face it, every community faces this. One of the things that has been a frustration is the water issue, you have been paying low water rates for way to long. Jaime you brought up concerns about the traffic issues, appendix G it looked off site (listed all the intersections) it was far more reaching than that. It looked at the community. It says yes, we dump these 4000 cars into the town. Level of service is good here. The subdivision did look at this. I could suggest a condition on number 12, internal subdivision roads are to be designed in accordance with the town of Stevensville's Street master plan to include traffic calming measures that could include (gave examples). There was actually a study on speed bumps. It had a 40-foot-wide road, residential street, 25 mph.

Mayor Dewey: do you want me to stick with the language that Paul proposed? Would you like me to stick in some language suggested?

Councilmember Shourd: I would like to see the humps and curb extensions listed in there.

COUNCIL: changes made to number twelve were noted by Mayor Dewey to see humps and curb extensions.

**Condition #13**

Mayor Dewey: introduced condition #13.

COUNCIL: no change made to number thirteen.

**Condition #14**

Mayor Dewey: introduced condition #14.

Councilmember Ludington: do we want to say something about speed limits as well?

Mayor Dewey: the ordinance regulates it at 25 mph.

COUNCIL: no changes to number fourteen.

**Condition #15**

Mayor Dewey: introduced condition #15.

COUNCIL: no changes to number fifteen.

**Condition #16**

Mayor Dewey: introduced condition #16.

COUCNIL: no changes to number sixteen.

**Condition #17**

Mayor Dewey: introduced condition #17.

COUNCIL: no changes to number seventeen.

**Condition #18**

Mayor Dewey: introduced condition #18.

COUNCIL: no changes to number eighteen.

### **Condition #19**

Mayor Dewey: introduced condition #19.

Councilmember Shourd: I would like to open up some discussion about the parks. While the town of Stevensville manages every other park in town, my concern is allowing these homeowners to manage these parks they can allow to not have anyone use it outside of Burnt Fork Estates. That does not feel inclusive to the town of Stevensville.

Mayor Dewey: (condensed) I don't disagree with that. I think that this is a carry over when Creekside Meadows was put in, they left the common areas up to the homeowner's association. Our concern was taking on a lot of open space like this we would have a hard time maintaining it. We challenge ourselves with what we already have. We discussed the common areas; we did not see people driving out to that subdivision to use that space.

Councilmember Shourd: is the appropriate time to discuss (unclear audio)

Mayor Dewey: yes, to discuss the storm water facilities. The storm water facilities are owned and operated by the town of Stevensville. I am not sure where you build the fence and who mows what.

Councilmember Devlin: have you seen where that has happened?

Andy Mefford: (condensed) yeah, I think so what you probably see, it was not a requirement to fence that. That is just a shallow detention basin. There is a common area very well defined so those fences are falling on property lines, and they had a large common area I know that we had that discussion about the town wanting control of that, I know that it is a grey area and may need to clarify that. It was our intention that it would be the homeowner's association responsibility. If we are going to go out and mow, then we are going to mow it all. Like Brandon mentioned it was not in the interest of the town at the time due to resources.

Councilmember Ludington: (condensed) from my view point any ways our discussion was from the residence of Creekside was that these retention ponds would not be functioning correctly if they weren't maintained by the town. Or paying someone through fees. My intent with this was at those facilities within the storm water system that make them function would be the responsibility of the town and that would probably require some mowing. Making sure that those things function. In the summer let's jet those drains and make sure that they are functioning. If they are not working properly, it will affect the other subdivision. It is no different than wastewater or potable water.

Mayor Dewey: is that discussion satisfactory?

Councilmember Shourd: I understand that the town will maintain those systems, my concern is the HOA responsibility to keep that mowed and trash picked up what power does the town have

with the HOA if they are not holding their weight and keeping those maintained as they should be?

Mayor Dewey: (condensed) if there is a situation that makes a hazard for the public safety, we have the power to intervene. Even with a subdivision outside of town that wasn't caring for their storm water, and it was flooding town we are going to intervene. Our experience has been with the HOA's that do exist in our community that we have zero problems with those folks maintaining those facilities.

Councilmember Devlin: so, weren't we discussing fencing around it for some safety issues?

Mayor Dewey: that is something that Andy brought up in his updated.

Councilmember Devlin: that is what I am wondering, have you seen instances where that has been a thing.

Andy Mefford: (condensed) I have seen storm water areas fenced. There were some concerns. We were more than willing to fence those areas for safety. Where we could gate those two areas. We heard it from them and thought that it made sense.

Councilmember Devlin: your concerns is how would the town access that and who would maintain the weeds inside the fence?

Mayor Dewey: I don't know that. What I was pointing to, I think that you fence the whole area where the hazard was.

Andy Mefford: we would fence the whole area, the whole lot. People could open a gate with a latch, not locked.

Mayor Dewey: in my mind Jaime when thinking of the fencing I thought that we were fencing the whole off and that was stupid. Is it the council's desire to fence off those areas do you want to condition that?

Councilmember Ludington: yeah, that is where we would put that, number 19.

Councilmember Shourd: the two that will be fenced will commonly be the dog park.

Councilmember Ludington: a retaining fence.

Andy Mefford: just a comment to that, we had a double entry to the dog park.

COUNCIL: no changes to number nineteen.

**Condition #20**

Mayor Dewey: introduced condition #20.

COUNCIL: no changes to number twenty.

**Condition #21**

Mayor Dewey: introduced condition #21.

COUNCIL: no changes to number twenty-one.

**Condition #22**

Mayor Dewey: introduced condition #22

Councilmember Ludington: I proposed that it should read after the town approved a final plat the applicant should provide the town a final plat. We will be approving phases of that subdivision.

Mayor Dewey: what I put in here was when the town approves the phase the applicant should provide to the town a final plat.

COUNCIL: no changes to number twenty-two.

**Condition #23**

Mayor Dewey: introduced condition #23.

Councilmember Ludington: just for the record we had a problem getting a final plat from Creekside. The town was able to say no further until we get a final plat.

COUNCIL: no changes to number twenty-three.

**Condition #24**

Mayor Dewey: introduced condition #24.

Councilmember Shourd: they did provide that they want a fence.

Councilmember Ludington: because they also want money.

Mayor Dewey: I don't know if the town conditions those types of things for other governing bodies. Up to you folks if you want to condition that.

Andy Mefford: (condensed) you know I want to, we understand, the first time the school did not ask for \$200 they said a teacher costs \$50,000 I met with Bob and the facilities committee, and they actually were free to discuss that. So, when I got back to the office and got that letter it was surprising to me. We did certainly discuss, and we are happy to fence the back of the property and that could be a standard of filing that plat. There main concern was that they did not want residences with their dogs running free. The \$200 per lot, right now that lot is taxed \$14.00 to the school. I know that there is a delay but once Creekside was plated it was bringing in \$200 per lot per year to the school there is that concept that they are getting \$200 per lot not only once but every year until that lot is platted out. I can understand everyone always wants money; it was just a condition that we wanted to provide. It is a pretty significant amount going to the school when the lot is built on.

Councilmember Ludington: (condensed) what I will say is the delay was actually because, in my opinion, reassess every six years and now it is every two years, so that delay is shortened. Like Andy said as soon as it is plated, they should see their money within that year.

Mayor Dewey: they are talking \$200 per lot I would be curious.

Andy Mefford: to clarify that I think that his letter was per door. I think if you read his letter, it is per door. There was no condition on \$200 per lot it was per door.

Councilmember Shourd: family occupancy is the term he used.

Andy Mefford: that is the other issue. When you file the final plat what is it, is it a R-1 you would almost have to collect at the time of building permits. It should probably be tied to the building permit because we don't know what the structure is going to be.

Mayor Dewey: that would be a nightmare, collecting money for the school when the building permit is pulled. It has already been a challenge to collect the \$300 per lot at Twin Creeks for the police department.

Councilmember Ludington: one of the things the school experiences the county will pass for their rural fire department to keep their funding correct. I am sure some of this is for rural fire. I am in favor of putting something in that condition about a pet proof fence.

Mayor Dewey: I think we can take out the school part and replace with the fence, a pet proof fence should be installed on properties bordering the school property.

Andy Mefford: should that be noted at the time of the respective phase?

Councilmember Ludington: phase four, right? Oh, phase five.

COUNCIL: changes to number twenty-four were noted by Mayor Dewey, pet proof fence installed bordering school property.

Mayor Dewey: that concludes the conditions.

**Condition #25, added by council**

Councilmember Shourd: I think that we need to add a condition about number of stories a house can have. One story adjacent to Creekside. (Listed off lot numbers, unclear audio)

Andy Mefford: I think that is a condition we would be receptive to it is similar to Creekside. They did what lots could not have two stories. We are fine with that.

Councilmember Devlin: hold on, you are saying that two story houses can go behind Creekside?

Andy Mefford: what I am saying is the R-1 zoning must be one story.

Mayor Dewey: no two-story houses on the blue lots.

Councilmember Devlin: how come you just picked those lots?

Andy Mefford: (condensed) it represented a concession on what we heard, originally, we had nothing proposed. These homes are going to feel more like Creekside homes, we also wanted a greater buffer along there. Tried to give a view shed. Those are the lots that we chose, 18 lots that would allow two-story homes.

Mayor Dewey: can you tell me what lot on Logan Lane is exempted?

Councilmember Vick: lot 1. So, it is the lot two down from you listed at lot 1.

Andy Mefford: the reason that we did not pick that one adjacent to Creekside because Creekside said that you could put two-story on those, a buffer to Logan. We would limit lot 1 if need be.

Councilmember Devlin: something is not making sense to me; I can picture when you are out there.

Councilmember Ludington: all of the lots in the middle there and in that loop will be able to put a two-story house on it.

Councilmember Devlin: why would you want to have two-story homes throughout the area.

Andy Mefford: marketability, some people may have a desire to have a story and a half built.

Councilmember Devlin: you are saying the blue are only allowed single story and the rest you could have two-story.

Andy Mefford: that is correct.

Councilmember Devlin: are you guys happy with that?

Councilmember Shourd: my concern was that Creekside residence views be obstructed by a two-story.

Councilmember Devlin: it will be. I can look out my porch I can see all around.

Councilmember Ludington: you are thinking two dimensionally, from your house to that corner lots are on that blue, you will be able to look right over the top of that house.

Andy Mefford: I think the likely hood that you set from here with the maximum height of 30 feet you are seeing over that. We are still limited in height restrictions in zoning.

Mayor Dewey: in covenants it should stipulate that only single-story homes should be built adjacent to Creekside Meadows and Burnt Fork Estates in a R-1 zone with the exception of lot 1 in phase 2.

Councilmember Vick: I would not have an issue with that on 74-76 to that, which is a buffer area to Creekside. On the other side of the common area.

Councilmember Devlin: I agree with that.

Mayor Dewey: any of conditions?

Councilmember Shourd: are we looking at conditions or covenants?

Mayor Dewey: you have a couple of avenues here, if you want the covenants, if you want a condition that the covenants contain something you can do so now. The covenants will also come before you at the filing of phase 1.

Councilmember Ludington: the HOA is probably going to change it anyways. They have to come back to the town and ask.

Mayor Dewey: sometimes the developer will change those.

Councilmember Shourd: I was just looking through those covenants. What I heard were similarities. Just want to make sure that all the issues brought up on Tuesday are the same.

Mayor Dewey: any other conditions that you want to place on the preliminary plat approval?

Councilmember Devlin: I am curious about why do the roads have to go through to Creekside, why can't we end those streets?

Mayor Dewey: one of the challenges that we have with Creekside Meadows today is that it is one way in and one way out it is a public safety issue, outside of that I don't have an answer to it besides interconnectivity to the community. Infrastructure is leading to those areas. Stubs are there.

Councilmember Devlin: those were left to continue Creekside, which we are not continuing Creekside.

Mayor Dewey: you are continuing development.

Councilmember Devlin: but we are not continuing with Creekside.

Mayor Dewey: so why not.

Councilmember Devlin: because there is a big concern that the people that purchased their homes at the start of this development, they were aware that development would continue but they were also told in some bought their house on being told that it was going to be a continuation, and everything would basically be the same. And that is not the case so to give some piece of mind to validate their purchase I don't know why we have to continue those through and connect the two subdivisions.

Mayor Dewey: I don't think that the town wants to get into the business of accommodating misinformation given by people who are selling property.

Councilmember Devlin: at the time it was not misinformation, that was what the plan was.

Councilmember Ludington: it was always misinformation, once it was a dead end does not mean that it is a dead end.

Mayor Dewey: Jaime's point is that somebody buys a house and the person selling the home says whatever is here is going to match there. What Jaime is saying is that is not the case today, today what is being built there is entirely different.

Councilmember Devlin: it had been approved at that time.

Mayor Dewey: the current covenants says in Creekside is those covenants would continue into the new development until 2013. After that date those covenants would not continue into the new subdivision.

Councilmember Devlin: sure, however some of these people purchased their homes in 2004 and 2005. I would like to see those streets end I would like to see a condition that those streets end.

Councilmember Vick: gate them off?



Councilmember Devlin: I don't care, they are not a through street.

Andy Mefford: (condensed) can I speak to that a little. We met with police and fire and that was one of the concerns of one way in and one way out. Which of the preferred options is on the table? There were pros and cons to the roads. What else we heard was why not a connection from 2<sup>nd</sup> or 3<sup>rd</sup>? We heard it from the police and fire, it is better for traffic flow for both Burnt Fork and Creekside.

Councilmember Devlin: with emergency it has not been an issue, but if it was a concern for Creekside, I am sure there is a solution.

Councilmember Ludington: here is the problem that I have, how it sits now, and you have an emergency vehicle, ambulance, fire you can go to the end of those streets at Creekside and not have an issue getting out. From the other end of Burnt Fork Estates you can't go to the end and get out without driving into somebody's yard or turning around in a driveway. Unless you want to put a cul-de-sac there, which homeowners love and everyone else hates we have to have something. I realize it is an issue for those people that live on those streets, but I say the same thing to people that call me up and say "well the bus goes right by my house" unfortunately you live in the wrong district. "The realtor told me that the bus goes by my house" sorry there is nothing that I can do about that stuff, same thing happens here, there is a barricade there is going to be a road there someday. I apologize that it is not the way that you want it I am not in favor of not allowing through traffic on those roadways for safety concerns. You cut that road off and a fire truck tries to go down and clogs it up and then an ambulance can't get down there, then the police department can't get down there then you have a huge traffic jam and accidents.

Councilmember Devlin: sure to go into my next condition which would be other accesses.

Councilmember Shourd: I just want to comment, from my understanding when realtors were selling those homes, they were telling people this is going to be built out you are going to have neighbors driving by. If it is like Creekside, and SUV is an SUV. They were aware that this was going to be built out and traffic was going to come this way, regardless of how the houses look cars are going to come through.

Councilmember Vick: also, to speak to connectivity, I don't understand why Clover can't connect to Juniper to me that would just make more sense.

Mayor Dewey: the developers are trying to make a concession to the Creekside to limit travel through.

Andy Mefford: if that turns into a through connection you are going to be able to collect a lot of this traffic now these streets are on the border, we tried to collect as much as we could and get it out of Creekside.

Mayor Dewey: do you want to address your next point?

Councilmember Devlin: they are all wrapped into one, we can argue that. Why should they have to build a new subdivision going in that is different, that doesn't mirror what they were told. I

do understand they knew traffic would be going by that has nothing to do with what I am saying. Let's cap off those roads. If access is an issue than let's create more access.

Mayor Dewey: if you applied that principal to the neighborhood that Patrick lives in his subdivision would not exists either. The original town site were established well before Central Ave was built in the 90's and Central Ave is heavily traveled because of that subdivision and people that live on the road that is part of growth.

Councilmember Ludington: those people that live in Creekside don't want to have anything to do with any other subdivision in town, great we can unaccess they can figure out how to water and sewer because they won't get it. That was part of the plan the town in the original plan, whether it looks different or not is unfortunate it has happened to me. There are people that live down the street and it is not what I had envisioned being there or having built there. It is going to happen in a neighborhood especially when there is a road that is going to continue on from where it was. It doesn't look like how I would like it to look either, but they are following the rules.

Mayor Dewey: some of the things that we have to keep in mind when we are looking at this at the higher level, we are having this conversation 20 years after this was originally proposed at least these streets connecting. I would be curious it is difficult to do, what will this area look like 20 years from now and will we be kicking ourselves for not connecting these because there was a desire for interconnectivity to that neighborhood. Are we accommodating residents now or are we accommodating residents that will live there for the next 50 years? We are never going to make everyone happy around traffic.

Councilmember Devlin: then why didn't they right that in their conditions?

Mayor Dewey: it was plated that way, because they had it on the map already.

Councilmember Devlin: you said there was a conversation that was about it and it was a recommendation.

Andy Mefford: (condensed) you bring up a point, I think because of Creekside we actually proposed the idea, and they did not like the idea of not connecting those. We had heard that Creekside did not want any cars or any traffic. We brought that up to them and the department heads and they were not a fan of not having those through streets they wanted those through streets, and we accommodated the design.

Mayor Dewey: (condensed) we talked about gates and asked public safety and the consensus was that those were put through. When you talk about other connections, and we explored those as early as Tuesday 2<sup>nd</sup> street is a very difficult thing to grip, it is going through the county and property lines. We have talked about 3<sup>rd</sup> street and the master plan from 2006 does call for 3<sup>rd</sup> street to go through and we have had those conversations with the school about this may happen someday and they have accommodated that through their parking project. There may be a road someday, that price tag is between \$1 million and \$1.5 million. The challenge is we don't know who to charge that amount to.

Councilmember Devlin: so how is it any different from connecting to a county road and 2<sup>nd</sup> street as it is connecting to a county road and Burnt Fork?

Mayor Dewey: you have to go through some one's property to make that connection.

Councilmember Devlin:

Councilmember Ludington: (condensed) the way it was when we originally did the original Creekside Meadows the property owner across from it did not object from a roadway coming up there. The same thing would have to happen on 2<sup>nd</sup> street those property owners that have frontage on that road would not have to object to having a through street done, they would probably have to be paying for some improvements as well. In the case of Creekside Meadows there wasn't an objection from the adjacent property owners across Logan Lane where it was proposed to be. That was the issue that we originally had.

John Kellogg: gave comment about Bill Misner and the possible connection of 2<sup>nd</sup> street there were huge hurdles to that process.

Councilmember Vick: can I make a motion to take a 10-minute recess.

Mayor Dewey: we will take a 10 minute and we will reconvene at 11:30.

Mayor Dewey: (condensed) we are back, we left the conversation around connecting streets. And secondary to that I think we do need a conclusion to the connection of the southern lots and the rest of the subdivision, and the alternative is on the deal for you.

Councilmember Vick: I think that we should establish the roads that are in the proposed C-2 area do connect over to Alpine Loop.

Mayor Dewey: we can condition that; we will carry over the recommendation from the Planning Board which states we recommend that there is a connection, and we can copy that language up. Do you want to continue to discuss the internal roads? Any further conditions?

Councilmember Vick: the only other condition that I can think of is we need to come up with a number of those multifamily dwellings what type.

Mayor Dewey: I think that is a good point to address because there is some discussion about 16 plex's and 10 plex's giant buildings being built to house hundreds of people. Our zoning codes already restrict a lot of the building that can occur so if a lot was a quarter acre for example and it were in a R-2 zone it is going to have a 25-foot front setback, 7 ½ foot side setback, and a 20-foot rear setback. That is going to limit the envelop that you can build in square footage wise. Our code also addresses minimum square footage of dwelling units, and they are off street parking requirements so by the time you get anything on a lot it is a pretty narrow envelope that you can make something happen. I think on Tuesday we went through the lots that could accommodate what. Our code drives what can be built on a lot.

John Kellogg: (unclear audio) (condensed) there has been a lot of discussion around the lots the reason that we have it that way. It ends up being a large lot connected to the frontage. They were not originally designed to hold 10 plex units. My guess is the market here is not going to

yield that kind of housing. The lots that back up to the west you could fit three units on some of those. (Referred to the map of the subdivision)

Councilmember Ludington: the only that worries me is (unclear audio) somebody tries to buy multiple lots and (unclear audio) or one lot is the parking lot, and one is the building.

Andy Mefford: (condensed) you are still going to have those setbacks on those units. The one thing that we contemplated was being able to have ownership. Maybe something more affordable. It has a possibility to have a smaller footprint and the possibility of ownership. We stepped back and looked at our intention. Some of the ones proposed will turn into single family homes. Some diversity was created for affordability.

Mayor Dewey: council does that address your issues/concerns.

Councilmember Vick: (condensed) as far as the map goes, I understand how the map works that number of acres means that number of homes. This is the chance where we can say here is the maximum of what you can put on each individual lot. What I am nervous about is having lots being aggregated all of a sudden you have a 24 plex or the possibility of that happening. We should put a cap on the number of dwellings.

Mayor Dewey: (condensed) if that is your concern, I have never seen or heard of that before. I think that the code is already doing that. You are restricted by the size of the lot and what you can build on it.

Councilmember Vick: I guess I will propose that no more than two lots can be aggregated together.

Councilmember Ludington: I would like to see that we say no lots can be aggregated. If you are as a developer going to propose these are the lot sizes, someone wants to come along and buy many together. I would say no aggregation of lots.

Councilmember Vick: I could go along with that.

Mayor Dewey: the consensus is that no lots can be aggregated. Anything else before we entertain some public comment.

#### PUBLIC COMMENT

Steve Gibson: (condensed) gave public comment on the access through Creekside, it has been a dead end since 2004. I talked to Mr. Huley last year about gates. With all due respect I don't think it is an issue with credibility, and what has been reported is about 97% of the people of Stevensville are opposed.

John Kalkofen: (condensed) gave public comment on P&Z minutes, a couple of conditions that you have talked about is access to county roads. Those have not been met at this time. Road mitigation is not settled. The booster station, everyone agreed that it should be paid for by the developer, it should be a condition. I asked earlier that construction traffic and the crews that are working go through Burnt Fork Road. I would recommend that you have a condition that stormwater permit be met. A security bond of 125% was mentioned by Andy Mefford.

Mayor Dewey: (condensed) to clarify the bond issue for the town council that is an alternative to, so if you wanted to allow a developer to file final plat for the infrastructure before anything else is built you would require that bond. Opposite of that is that you would not be allowed to file the final plat for the property before the town has signed off on all of those infrastructure pieces and they are in place and paid for by the developer. Sidewalks are in and everything is done, and then it comes to the town council for approval. Any further public comment.

PUBLIC COMMENT

Victoria Howell: I am still a little nervous about the commercial area. You could put a condition that there is no commercial area.

Mayor Dewey: it does not look like there is any further public comment. How would council like to proceed?

Councilmember Ludington: I make a motion to approve with conditions as amended tonight of the Burnt Fork Estates Subdivision.

Councilmember Shourd: 2<sup>nd</sup>.

Mayor Dewey: it has been moved by Mr. Ludington and 2<sup>nd</sup> by Mr. Shourd. Council discussion?

Councilmember Ludington: I will address a couple of other concerns that Jim had and there is a condition in there that they have to have approval of their stormwater system, that is a condition, they won't be able to move forward until they have that. Same thing with when we get to figuring out water and wastewater at some point, we may have to say, we can't issue a final plat on phase 6 because we are not sure where we are at with our water yet. Because one of the things that the town is obligated to do is to provide utilities which are owned by the citizens of the town that is why you pay water rates separate from property taxes. I think that we addressed a lot of the issues that you have. One other thing that I will say is I think that at least someone from the road department or somebody from public works will be out talking a picture of what the roadway looks like before they start bringing construction vehicles out there and that will be what the road looks like before they sell a lot. That means that they have to repair some roads because of damage that they caused because of equipment that they moved across there it is pretty standard in construction. So, if they do damage to the town's roads, they will repair the town's roads to the condition that they were in when they started construction that is pretty standard. So, whether or not the roads that they use don't belong to the Creekside residents they belong to the town, and I pay taxes on those roadways just like you do. I want to make sure that those roads are maintained properly and if they are damaged by construction or fire or flood or something like that, they will be prepared to the state that they were before hand by whomever is responsible.

Mayor Dewey: further discussion from council? Public comment? Hearing none I will call for the vote, Ms. Berthoud.

Councilmember Devlin: no.

Councilmember Ludington: aye.

Councilmember Shourd: aye.

Councilmember Vick: no.

Mayor Dewey: this may not come to a surprise for some and not to others. And I have watched a few meetings in communities that they have come to ties at midnight. I am a firm believer that as a representative of the community this group specifically needs to come to a consensus. And that may be 3-1 or 4-0 but the fairest outcome for our citizens comes from the four of you coming to an agreement on how this proceeds. I think that it is relatively clear where I stand as the chief executive of the organization. They have met the rules and all those things there are things that I don't like about the project, but I have no footing to say that we have to change it, it is just the position that we are in. and so, I am not going to break the tie, the motion is going to fail. I do want to encourage the council and it is your decision obviously because this is your meeting if I had my way we would sit here and discuss the subdivision for another hour until you folks are completely sound in your decision and if you think that we need to reset and come back on the first of April or on the 8<sup>th</sup> of April to vet this more with a fresh mind I completely understand and don't hold that against you. It is your process collaborating with the public the consensus has to be built with this body it is not something that the four of you can split it and then I get to be the bad guy on whether it is approved or not approved. So that is where I sit.

Councilmember Vick: I make a motion to table this to April 1<sup>st</sup>.

Councilmember Ludington: I will 2<sup>nd</sup> it.

Mayor Dewey: the motion was made by Mr. Vick and 2<sup>nd</sup> by Mr. Ludington to table this until April 1<sup>st</sup>. Council discussion?

Councilmember Ludington: I will just say I appreciate that Mr. Mayor, I think that is correct I think we need to come to a consensus we need to figure it out. I would encourage people to put down in words or sentences or paragraphs how they would like to proceed and what they would like to see happen. Do you want to decrease the density, want a complete redesign you will have to resuscitate why that should happen? Unfortunately, yes, emotionally as you can because I know that this is an emotional issues for a lot of people, I would like to see this come to some sort of consensus. I am not opposed to any kind of discussion and compromise that might be involved with that.

Mayor Dewey: if there is suggestions or tools or accommodations that I can help with this body build consensus that is a big part of my job I am here to help the four of you come to a decision I would love to have that feedback from you.

Councilmember Devlin: my concern of tabling it for another week is that I don't think there is anything that I haven't already heard to base my decision on that is going to change my opinion I am looking at that plat and these conditions, so we can table it for another week, and I would bet we would sit right here, and the outcome would be the same. I don't know if I agree with tabling it unless something drastic is going to happen in the next seven days, I haven't seen that drastic piece happen in the months that we have been whittling this down. I am tired I think you are tired we want to go home but I don't know at this time.

Councilmember Vick: I will rescind my motion.

Mayor Dewey: the motion has been rescinded.

Councilmember Devlin: I am not sure why you voted no, why I voted no not just because of the concerns that I have heard from in this area frankly not just Stevensville. The requirements were met. But I feel like our area was promised something that they were not getting. When something is approved you have the right to move forward with that I am still caught in the weeks as area lot of people as to why we are making such a drastic change between what was originally approved and what we are looking at now. If that plan that we are looking at now, what was originally approved I have no problem with that whatsoever, but it doesn't. And because it doesn't, I am not I am stuck there. We can't promise somebody something and then take it away. Maybe that is how it works in some areas of the world, but it is not how it works in my area of the world. It is our job to protect our town and I don't think approving that is protecting our town I think there is a way to have a happy medium. That is where I am at. I would be interested in hearing where your no comes from.

Councilmember Vick: my no comes from a similar place as yours, the people in Creekside were promised something and granted you know unfortunately. Mr. Ellington passed away and something different is going to come up, but they don't want something this drastically different. But also, to the number of people that I have talked to in ward 2 that are opposed to a subdivision of this size being out there and there are people living up as far as Iron Cap and south Burnt Fork Road and whatnot. And out there close to the Gold Creek Recreation area they are opposed to a subdivision of this size because of the growth is going to happen no matter what, I come from a city in south Florida originally that I don't even recognize anymore because of how growth has happened, but I think the reasoning behind my no is the people that I represent, and they believe that this project is way too large to throw onto 58 acres. And that is why I voted no.

Councilmember Devlin: I guess I have a question. Technically the motion failed which means the subdivision failed which means are we starting over with our vote, making that decision or what are we doing?

Mayor Dewey: what I need from you is a motion to approve or a motion to approve with conditions or a motion to deny. Or the application just sits and that is why it doesn't fail, the flip side when you motion fails to approve with conditions that is where we get into this dead lock. You could make a motion to deny the subdivision well if that motion also fails then we are stuck in this same gridlock. I would propose what kind of information do you need to discuss tonight or in a future meeting to help either a. turn two of your votes to yeses or b. turn two or your votes to noes. Somebody meets in the middle and says I can live with this for these reasons. I mean I don't know; I think that I have been able to speak frankly with you Jaime that everybody has in the back of their mind that they are willing to negotiate as far as a chair what is the piece that you want. Can you put your thumb on it and say this one thing would help me sit back in my chair a bit?

Councilmember Devlin: I don't think that it is one thing I think that it is a reduction that we are looking at. Convenances would be the same we would reduce what we are looking at there

would be no commercial it would be pretty much the plan that was already approved. That is where I am at. And I would believe that would allow the developer to make money, I believe that would be a win-win for everyone, I really do.

Councilmember Ludington: I guess what I will say at this point, those people that live in Creekside now did not know that this is what they would be looking at and I understand that. I understand that is not what you expected when you bought that house. Adversely to be perfectly honest we don't know if this is what it is going to look like either. This is what somebody thinks they would like to do but there is also another plan that they wanted to do, and it did not work as well so, we are not sure if this one is going to work, I can't tell you that this one is going to work. Lumber is up 174% I am not sure that they can be successful at this time. They do phase one and phase two and somebody comes in and does something different and it doesn't work. Do we make sure that it stays the same impportunity? The general concept that was put in place when Creekside Meadows was originally done was this was a way for the town to expand in a certain way so that we would be able to enlarge the pie that we are paying rates to the town, so we are able to continue the town to grow residentially. The purpose that we took was east 2<sup>nd</sup> Street that connection was not accomplished the second one was there were some economic issues along the way that really hindered the selling of the lots once they came in and proposed phase two 85% of those lots were bought by one person. Who then turned around and sold some of them and while they were able to build that out relatively quickly? Same thing happened with Twin Creeks the town of Stevensville bankrupted a very successful businessman trying to get that done. Ended up being owned by the bank and the bank wrote off, I don't know 16% of the value of that piece of property in order to be able to sell it and move ahead. Same thing happened with George Smith and other subdivisions in town this is kind of a record of history for this town. To be perfectly honest, no offense guys but I am 25% sure that this is not going to happen. Approved or not approved, denied, redesigned I still don't see it happening. You are right it is a huge development it is a big monumental task to start putting in 6000 feet of roadway infrastructure that has to go along with that and making sure that all of connections are there and everything is done correctly and then all of a sudden you have water running everywhere or the next door neighbors have water running everywhere, there are a ton of issues that could happen here same way we had no way of predicting when those people moved into Creekside Meadows. I would like to see us, and I am pretty sure that we will be in the same position if we make a motion to deny this. I don't know if the developer has representatives on their team trying to look at something different or stick with what they got. Obviously, there is, we are going to have to try to come to some sort of compromise.

Mayor Dewey: Andy when you guys calculated the total potential number of units compared to, I recalled that you said worst case scenario on Tuesday, you took the streets out and calculated acreage, right?

Andy Mefford: that preserved worst case scenario time to really roll up our sleeves, we looked at the lot dimensions that we had set to the city standard, did the setbacks, looked at parking, looked at the density that is how we came up with that number. The only one that was really focused was the duplex lots, the 7 plex and the 10 plex were just square footage do the math here is hypothetically how many could go on this lot.



Mayor Dewey: I guess where I am going with this is part of this conversation is about the size of this project and I think that ties into density and the concentration of people if I am hearing what Jaime is saying. That is a hang up, we are looking at a difference, the proposed number of units was 155 the potential number of units is 225, 70 units is what is holding us back in that specific aspect of the subdivision. I am not saying if you removed 70 units from this proposal that is going to magically pass or not pass. But I think I am trying to grasp that piece of the dialog here to see if there is. How critical I think you have spoken to the reality; I don't know if the reality is those 70 units or not. I don't know I am more or less speaking out loud to try and see if there, is 70 units as bad as we want to believe that it is or is 70 units to use or what the community expects.

Councilmember Devlin: I think our community has high expectations, which I don't think that is wrong, we have a lot of people in Stevensville and the surrounding areas that don't want any growth. That is not a reality we are going to grow it is going to happen. I don't think that many people so, Steve has spoken of 97% are not wanting this development. And I think when we hear that our assumption is that they just want this to stay there. That is not what I heard and that is not the way that I interpreted that. So, we got people that don't want anything and people that are willing and want something, but not this. That is what we keep hearing, we don't want this, this is scary. It does come up with a lot of potential issues just like anything does. So, I don't know that we don't want anything I think that we just want a modified version. We want to scale this back and slow this down a bit, this sets a precedence, Creekside did, we learned a lot from Creekside some of those we have carried through to this and some we have not. This sets a precedence for the rest of the acreage that is up for sale around the same area, and we just have to, at the end of the day this is, it is 12:30 so I don't know if this is politically correct, there are items our towns people have an absolute say in 100% not items that they turn over to us to make those decisions. If something is followed to a "T" and there is no, there is nothing that you are doing wrong as in this case we can't, we have to be very careful in speaking for the town people we are following the laws and the regulations. However, going back to what I was saying earlier we have an obligation to our town and so I feel like we are checking those boxes and you are meeting the requirements. We need to find a place where we can meet in the middle that makes all of us comfortable, but still allows for growth that still allows for development and some change for Stevensville to compromise a little bit, I am not saying that you did not I think that you guys have done a really great job in that. The meeting that you had and just tonight coming up with, not saying that you haven't I would just like to see it toned down a bit.

Mayor Dewey: so, promise me you won't hate me for this, we are professionals, and we can sit here and debate this. Allow me to take a less soft gentler approach to this conversation. The developer has given us a plan that checks all of the boxes we have all acknowledged that it checks the boxes in terms of what is legally required for a subdivision inclusion of law, this body and the planning and zoning board. and the developer has confirmed willingness to mitigate all of the impacts that we have identified required them to mitigate those impacts with our conditions from a legislative perspective I don't know if the town council is even allowed legally to say no to a subdivision it means all of the requirements of the law I do hear and I totally emphasize with this concept and I agree with it that we have to fulfill our moral obligation to

our community but there is also a legal piece to this I think if we push a little to hard and try to get more out of this than it is reasonable that we will find ourselves in a stickier pot and an unfriendly relationship. I do want to build consensus amongst the town council on this decision I also want to keep the peace between the town of Stevensville and the property owners that have a right to the property to a degree clearly the publics participation and what happens with this property at this level but there is still a balance there and the fact that they pay \$14.00 to the town of Stevensville in taxes every year does not diminish our representation of those people in this community either. They are property owners in the town of Stevensville just the same. We are balancing a lot of voices here. That is just one other piece that I would like to interject here to the council as you consider this, sometimes we hit a wall where it reaches a, you can't say "no" I am out of rope and we are there, we have to say "yes" to it because the law says so.

Councilmember Devlin: then why does it come before us for a decision?

Mayor Dewey: it guides your decision, now if we sat here and said that you are going to traffic calming, they said no way forget it we are going to keep these racetracks and in fact we are going to make them ten feet wider, deny the subdivision conversation is over, that is what happens. But when they say that they are willing to do some speed humps and some curb extensions we think we can make this work we will bring back some construction plans and that seems to be where the conversation has been so far. You are not in a position to say no to it because they have been willing and have demonstrated the willingness to mitigate the impacts of their subdivision and what happens on their property to the rest of the community. It sucks but I think purposefully the fathers that wrote the code were protecting those individuals just as much as they were trying to protect our citizens. It is a balance it is not one sided.

Councilmember Ludington: I will go on the record as saying, this will have to be an unfinished business item on the next agenda for the next council meeting since it was a motion that failed we really can't revisit it we can certainly have a discussion on how we can get to a better place than we are right now I think that there is room for that as you had said I think in, I kind of resisted saying this the whole time part of this is that we are in a canceled culture right now, compromise is not in our vocabulary we want to say no we want to say don't do that to me we want to say you can allow that to happen we want to be able to say that and to be perfectly honest this is where this is supposed to happen this is where we are supposed to be able to say "no" we don't want that in a place like this so what we have tried to do is make that so that we can do that we can say you have to do this, you have to do this and do you still want to do it, yes we want to still do it, okay than you have to do this and this and this twenty six times these are the things that you have to do to accommodate what you want to do with this particular piece of property. We really can't do anything else than that, now conversely if the town owned this property and it belonged to the town, we could probably take a year, year and a half deciding what we thought it should look like and come up with something that would be acceptable to 51% of the people maybe and then the other 49% would hate it. So that is kind of where I think we are at now some people who like it and some people who hate it. I personally know half a dozen people in Creekside Meadows that will not show up to a public hearing that think that this is fine, growth is going to happen we are regulating it the best that we can but they are not going to step forward because they live in a neighborhood, I know a particular couple that have I

been run across by people coming to their house and saying you have to stand up and say no. and they say no we don't, we are not against growth we are regulating it the best that we can. Look at what is happening north of town, that sucks those houses are, I am sorry but ten years from now they will be floating the Bitterroot River they just will that is the aquifer that we live in. Using the water in the property and here we have an opportunity we want people to live here we want to be able to take care of them. Is it perfect? No. is it going to turn out the way that it looks? Maybe, but in my opinion, we are going to have to make a decision, or I should not say that this will have to be on unfinished business on the next agenda until some decision is made.

Councilmember Shourd: I did not have an opportunity to why I said yes. In listening to constituents, people on the block, people in the grocery store when I asked what they thought about the neighborhood they expressed concerns about wastewater they expressed concerns about stormwater and water supply. They were under the impression that this would be approved, and those issues would be disregarded. In the process DEQ and DNRC they are protecting those and evaluation those step by step. This is the way we protect our system this is the way we build a system I agree with Paul I think this needs to be unfinished business on our next agenda.

Mayor Dewey: unless there are any final remarks from council we will move on in the agenda and you can pick up this conversation at your next council meeting.

John Kellogg: I would like to offer if we can provide you a comparison there has been a lot of talk about the original Creekside design versus what we are proposing and I think it would be helpful for you to see if we went through the original Creekside 3,4,5 versus Burnt Fork Estates and show you comparative numbers on how many units and what we are proposing. Andy has done that to some extent but what we have not do is look at each lot and say, "okay given the square footage what is the max that anything could be done on this lot with that zoning" and kind of skip over the whole question of whether it is reasonable or can you get parking which is basically if you do the math and compare those things and provide that for you.

Mayor Dewey: I think any information that you can give to the council would be helpful in considering this at the next council meeting we welcome you to provide.

Councilmember Devlin: I have a question. Can somebody provide me with an area or two where there are two subdivisions that bump up against each other that have different covenants that are adjoining.

John Kellogg: we certainly could provide you with that.

Mayor Dewey: is there any other information that council would like to request. If you think of anything let me know and I will send it on to them. We will continue this on the April 1<sup>st</sup> meeting.

## 11. New Business

a. Discussion/Decision: Consent to the Mayor's appointment of Sydney Allen to the Park Board

b. Discussion/Decision: Approval of new credit card and credit card expense tracking system provided by Rocky Mountain Bank

c. Discussion/Decision: Resolution No. 457b, A Resolution Amending Billing Policies and Procedures for Municipal Water and Sewer Services

Mayor Dewey: I would like to entertain a motion to suspend council rules and take new business items 11 a, b, and c under a consent item

Councilmember Vick: I will make a motion.

Councilmember Ludington: 2<sup>nd</sup>.

Mayor Dewey: it has been moved by Mr. Vick and 2<sup>nd</sup> by Mr. Ludington to consider new business items a, b, and c as a consent item on the agenda you have the items there in front of you, council comments?

Councilmember Ludington: can you give us your two minutes on the credit card.

Robert Underwood: the agenda item is to switch to a new credit card from Farmers State Bank to Rocky Mountain Bank, and that program will allow us to have multiple cards that we could put out to designated persons like the department heads that will also give us the ability to turn off a card, set credit limits with in town hall, it also gives us the ability to get back 1% cash back which you don't get now, it also will give us the ability for an app that we pay for but actually free comes off the front of the 1% you can take a scan of the receipt and code it to the budget and then it comes back to us. Also save money on stamped envelopes because we will go to paying more bills with the credit card. Any questions?

Mayor Dewey: one thing that I would like to highlight, we occasionally, depending on who is in charge get the records request that comes through the office that says I want to see all of the mayor's credit card purchases, and today we can't give you that as we only use one credit card, and it is in a drawer under lock and key. This scenario, the reason individuals will be issues cards with certain authorities so in this case if I was issued a card as the mayor than any transaction that I use that card for can be specifically retrieved and turned over as a records request if it were in question. It provides us a better level of transparency of who is spending what. Any further questions from council on the consent? Hearing none I will ask for a motion to approve. Any public comment on the items? Hearing none, Ms. Berthoud call for the vote please.

Councilmember Devlin: aye.

Councilmember Ludington: aye.

Councilmember Shourd: aye.

Councilmember Vick: aye.

## 12. Executive Report

Mayor Dewey: I will keep it short. Your water capacity has been addressed and hope to get that out to the public soon. One piece that needs to be clarified on the record is a gross misstatement and was absolutely unequivocally wrong. Steve Kruse our public works director does not own a business in Stevensville he does not own Timberline LLC on Turner Street he lives on Turner Street and used to work for the Timberline Lodge of Oregon I want to make that clear he does not have any business interests in Stevensville he is our public works director trying to help the town. On some what of a sour note I thought that it would be prudent to answer some questions on legal issues bogging down the town of Stevensville. There are three active cases that the town of Stevensville is party to in some manner. One is Dwayne Bell vs. the town of Stevensville that case and that process has been concluded that Stevensville is not at fault and so they are trying to come up with a settlement between the two property owners of the joint sewer line. More or less the two lawyers between Bell and Eric Hayes figuring it out. The other case is Tribbensee vs. the town of Stevensville that case started in 2019 we are going on two years, arbitration is scheduled for that case in June hopefully we see a resolution out of that arbitration that is the goal instead of taking it to trial. The last case is Tribbensee vs. Bob Michalson, and that case was filed after actually Mr. Michalson's resignation from the town council, town of Stevensville was not mentioned in that lawsuit, but however Mr. Michalson's issues as he was a councilmember at the time. Stevensville's insurance is footing the bill for that lawsuit, we are paying for his defense. Next round of liability premiums that will come due July 1<sup>st</sup> will more than likely not favor our pocketbook due to those issues. The last piece, two more things, performance; excited to share with you a performance based dashboard that will be a public web page that will have key performance indicators for each department and our strategic goals that we work towards and that will be updated on a quarterly basis, monthly if we can we hope that the town council will be able to use it as a tool, we also want to use it as a tool for the citizens to engage with the town and have a better understanding of how we are meeting goals and key performance indicators. I will send you links. Lastly, I mentioned a little bit on leakage. Public works supervisor wants to get that under control. So just to visualize, we drain and fill our reservoir every day.

### 13. Town Council Comments

Councilmember Ludington: I have just one, the roadway in front of the (unclear audio) plant is that ours or the county?

Mayor Dewey: it's likely ours, and it has been noted by another individual in the room that it needs to be repaired.

Councilmember Ludington: holy cow!

Councilmember Devlin: did you lose your whole car in it?

Councilmember Ludington: I lost a bus in it.

Mayor Dewey: if you would use Middle Burnt Fork Rd instead of Eastside HWY Jaime.

Councilmember Ludington: that is what we are doing now we are going around Logan.

Mayor Dewey: yes, it is on the docket to address.

Councilmember Vick: what road is that?

Mayor Dewey: Railroad Ave.

Council chatter.

Councilmember Devlin: is there any chance that we can do, I am concerned that some of the comments you made about the suits that we are involved in, our last mitigation that we tried to do Dempsey and I were the only ones that showed up for it. So, is there a way to get something together for that were we can discuss some of what you just said, and I think that those tend to be closed sessions.

Mayor Dewey: to clarify for everyone this isn't a meeting you weren't invited to; this was previous to your ten year. Yes, we could schedule a closed session. It will take a while to get scheduled I will put it on Mr. Owens's plate to coordinate with the other attorneys involved in the cases and figure out the best strategy forward. We will put together a town council closed session to discuss.

Councilmember Devlin: one more, with the transparency program that you were talking about rolling out it brought me back to when we had our meeting the 5<sup>th</sup> Friday meeting and we were talking about the piece that was missing when we talk about involvement with our communities that PR piece that we kept referring back to. Correct me if I am wrong, there was a PR position I don't think it was called that, part time position that was approved by the council and that person's duty was to give the information to our community. We talk about this process that we are going through with Burnt Fork Estates. We have come up short handed in explaining our water and sewer speaking to transparency and what that means and bringing that position back would be extremely helpful not in just that area but in many areas. I believe right now you are the person that puts that information together to get out to the public. I think your time would be better spent. If any one is interested in that position it took quite a bit of time in January at our Friday meeting to discuss this.

Mayor Dewey: we can discuss that if the council wants to entertain that.

#### 14. Board Reports

None.

#### 15. Adjournment

12:45 a.m.

**APPROVE:**

**ATTEST:**

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**Brandon E. Dewey, Mayor**

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**Jenelle S. Berthoud, Town Clerk**

**File Attachments for Item:**

b. September 9, 2021 Meeting Minutes



**Stevensville Town Council Meeting Minutes**  
**for THURSDAY, SEPTEMBER 09, 2021, 7:00 PM**

**CONDENSED MINUTES**

1. Call to Order and Roll Call

Mayor Dewey called the meeting to order, Councilmembers Allen, Devlin and Wandler were all present. Councilmember Ludington has an excused absence tonight.

2. Pledge of Allegiance

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

Bob Michalson, 222 Turner Street, gave public comment on the new SRO officer position that has been posted. Liked seeing the school officer position, just hopes to see the contract come in front of the council.

4. Approval of Minutes

a. 8/18/21 Budget Workshop Minutes

b. 8/25/21 Budget Workshop Minutes

Mayor Dewey: introduced the approval of minutes.

Councilmember Devlin: I will make a motion

Councilmember Wandler: 2nd

Mayor Dewey: It has been moved by Ms. Devlin and 2<sup>nd</sup> by Ms. Wandler. Council discussion? Public comment? Hearing none we will call for the vote, Ms. Berthoud.

Councilmember Allen: aye.

Councilmember Devlin: aye.

Councilmember Wandler: aye.

Mayor Dewey: passes.

5. Approval of Bi-Weekly Claims

a. Claims #16992- #17022

Mayor Dewey: introduced bi-weekly claims.

Councilmember Allen: question about the NOVA software, why are those split out.

Mayor Dewey: it is divided between the police department and the city attorney.

Councilmember Devlin: make a motion to approve #16992- #17022.

Councilmember Allen: 2<sup>nd</sup>.

Mayor Dewey: it has been moved by Ms. Devlin and 2<sup>nd</sup> by Ms. Allen to approve the claims.

Councilmember Devlin: a question about the Verizon bill, how long do you have on the building department phone.

Mayor Dewey: a few months left on the contract; we are looking at a restructure of the Verizon bill. One of the heaviest charges on the bill is for the airport. We

Councilmember Allen: Visa for \$12.99. Truvana.

Mayor Dewey: that company is used for social media platforms.

Councilmember Devlin: is that a subscription?

Mayor Dewey: monthly.

#### PUBLIC COMMENT

Stacie Barker: 104 Winslet Ave. gave public comment on the Verizon bill, once those are gone then the Spectrum will go away? Then will we be just Spectrum?

Mayor Dewey: Spectrum is our land lines. Any further public comment? Hearing none we will call for the vote, Ms. Berthoud.

Councilmember Allen: aye.

Councilmember Devlin: aye.

Councilmember Wandler: aye.

Mayor Dewey: motion passes.

#### 6. Administrative Reports

##### a. Airport

Provided in the packet to the council.

##### b. Community Development

Provided in the packet to the council.

##### c. Finance

Provided in the packet to the council. Wendi Planty gave comment about the audit taking place last week.

##### d. Fire Department

Chief Motley gave his report to the council, and it was also provided in the packet to the council. Coming up we have our 9/11 ceremony at Veterans Park on Saturday.

##### e. Parks Department

Bobby Sonsteng gave his report to the council, and it was also provided in the packet to the council.

f. Police Department

Provided in the packet to the council. Chief Sosa is out this evening he is in Houston at the Latino Officer Conference accepting an award. We are looking at two positions at the police department.

g. Public Works

Provided in the packet to the council. Steve Kruse had a prior engagement this evening, Mayor Dewey highlighted a chart that Mr. Kruse provided to the council in his report. October 1<sup>st</sup> the dump sight will open at Lewis and Clark Park for yard waste.

7. Guests

None.

8. Correspondence

None.

9. Public Hearings

None.

10. Unfinished Business

None.

11. New Business

a. Discussion/Decision: Resolution No. 491, Adopting a Master Fee Schedule for FY2022

Mayor Dewey: introduced new business item a. part of the budget process the council discussed revenue sources. The administration reviewed the master fee schedule and have proposed some changes and increases. Statutes require that we don't over charge, and we took that into consideration. Things I want to note since it was published. Business type fees, we had mentioned \$25.00 for non-profits that should read no charge. Public safety we had proposed alarm system permits and false alarm fees and they are now being removed from the fee schedule entirely.

Councilmember Devlin: I don't see a garbage fee?

Mayor Dewey: we incorporated that it into the permit fee.

Councilmember Devlin: special events?

Mayor Dewey: special event permit fee included the use of garbage no matter how much they use.

Councilmember Delvin: that is any special event it is not specific.

Mayor Dewey: we separated special events and park use.

Councilmember Devlin: for special event permits I understand like the garbage fee for like Western Heritage Days or Creamery. When we have Farmers Market, they do clean up after themselves. I have been watching and the garbage cans are not getting filled. If we can make an acceptance when we are talking about a special event permit.

Mayor Dewey: I hear you; my concern is every nonprofit that files for a special event permit does something for the community we are not charging these fees to make a profit we are just making sure that the costs are covered. There was a lengthy discussion about garbage when the administration discussed this.

Councilmember Devlin: maybe we can break this down further. Charge \$150.00 to Farmers Market.

Mayor Dewey: you have to remember; Farmers Market lasts all summer. And we only charge one event fee for the whole summer. We would generally charge a separate fee if an organization was holding multiple events.

Councilmember Allen: so, the Farmers Market would pay one time fee of \$150.00 plus \$25.00 for road closure?

Mayor Dewey: that is correct.

Councilmember Allen: so, they would pay \$175.00 for the summer?

Mayor Dewey: correct. I don't want you to feel that your comments are not warranted.

Councilmember Devlin: I just think if it is a onetime deal, I think that Farmers Market is just different. Gave an example of the playhouse doing an event.

Mayor Dewey: our concern at the administration level is the "Mrs. Smith" the taxpayer was not subsidizing an enterprise or something else. We understand the nonprofit and for-profit realm. If the taxpayer wants to come to us and fund special events, then that would be fine but that is not what we are hearing

Councilmember Allen: is each booth paying \$150.00?

Mayor Dewey: no, the Farmers Market as an organization is paying the \$150.00. What I understand is each booth is paying a fee to Farmers Market.

Councilmember Allen: May I ask a question of the public in the audience. Stacie, you collect from each booth.

Stacie Barker: we collect \$15.00 to be there every Saturday. It covers our insurance, garbage fee that we had, power. On average it is about \$1000.00 not including our advertising of \$1000.00. it is not a money maker.

Councilmember Allen: so, each booth is paying about \$15.00. I guess when I am looking at the event permit I cant see that most of those booths even sell \$15.00 a Saturday.

Mayor Dewey: we are not considering on how the Farmers Market is charging and making their money. all events have an impact on the town, and that is why we have the charges for events. (Please don't scoff in the back, referring to the audience) we are talking about Farmers Market, Western Heritage Days and Creamery Picnic they all have an impact, but they also have a load on our town. We are charging more for an alcohol permit, but those events carry more of a liability. One thing that the town did do was only charge one time for the Farmers Market.

Councilmember Devlin: if we can't make a change to that then it would be fair to say that we should not charge them a permit fee or a power panel fee.

Mayor Dewey: how about this, we are very concerned about the Farmers Market, I am not saying that you can't make changes. If we are needing to address Farmers Market, then let's address it as its own piece.

Councilmember Devlin: that is what I am trying to do.

Mayor Dewey: so, I would just say that if that is what you are interested in doing and you are okay with the fee structure then adopt the fee structure and put together an agenda item to discuss what Farmers Market is charged and set that into policy.

Councilmember Delvin: I am not okay with doing that if we are not going to address it.

Councilmember Devlin: I will make a motion to approve the fee changes.

Councilmember Allen: 2<sup>nd</sup>.

Mayor Dewey: It has been moved by Ms. Devlin and 2nd by Ms. Allen. Council discussion?

Councilmember Wandler: are we going to modify this statement to discuss that later?

Mayor Dewey: I guess that you have a couple of options you could use tonight's time to set your own fee for Farmers Market. You could deny the fee schedule as it stands today and discuss the Farmers Market.

Councilmember Allen: gave an idea of creating a community event grant.

Mayor Dewey: I think that it is a great idea, but I don't know how we would fund that grant.

Councilmember Wandler: (unclear audio)

Mayor Dewey: they come in and pay for it one time at the beginning of the year.

Councilmember Wandler: is there any way to grandfather them in?

Mayor Dewey: I would not recommend that we grandfather in every event in town because every event has a different impact on the organization.

Councilmember Devlin: I would to change the fee.

Councilmember Allen: I agree.

Mayor Dewey: you can leave your motion and amend the motion.

Councilmember Devlin: I would amend that we charge a flat \$100.00 for the Farmers Market Fee/Event.

Councilmember Allen: 2<sup>nd</sup>.

Mayor Dewey: it has been moved by Ms. Devlin and 2<sup>nd</sup> by Ms. Allen to amend the Farmers Market fee to \$100.00. Council comment? Public comment? Hearing none we will call for the vote, Ms. Berthoud.

Councilmember Allen: aye.

Councilmember Devlin: aye.

Councilmember Wandler: aye.

Mayor Dewey: that is approved what is next.

Councilmember Devlin: I will make a motion to approve the master fee schedule for.

Mayor Dewey: you already did that; you amended the fee schedule and the motion on the floor is to approve the fee schedule with the amendment. Motion on the floor now is to approve the Master Fee schedule as it as been amended, is there any further council discussion? Public comment?

#### PUBLIC COMMENT

Stacie Barker: 104 Winslet Ave. thank you for making that amendment. Thank you for going with the flat fee. Gave a run down of possible expenses. Thank you.

Leanna Rodabaugh: 204 Ravalli Street, gave public comment about Mayor Dewey said that if you don't do this you will have higher taxes. Gave comment on the computer purchases.

Vickie Motley: 318 9<sup>th</sup> Street. You talked about street closures. Gave comment on the fee changes and the increases being high.

Mayor Dewey: correct.

Trevor Motley: 318 9<sup>th</sup> Street. I would also like to echo what the previous speaker said. Gave comment on the fee changes.

Bob Michalson: 222 Turner Street, I truly believe that these fees are out of control. Gave comment on how the town could make sensible cuts.

Gretchen Speis: 317 Main Street, gave public comment on the fees and that this is lower than other communities.

Councilmember Devlin: we have been seeing this increase over the years is that correct?

Mayor Dewey: yes, we have seen an increase in 2020 with that budget. I want to be clear that the computer comment that was made. The computers were paid for with CARES funding it did not come out of the towns pocket. I have been involved in most of the events in this town, I understand that these increases have on those organizations. These decisions were not made

lightly. "Mrs. Smith" is not paying taxes to pay for fire trucks and police cars to sit at the end of streets during events. (Audience chatter, please stop and be respectful I understand that you don't like the fee increase) I don't like to increase these fees, but it is just how it is. We are caught in between a job that has to be done and the community.

Councilmember Delvin: I have a comment on that as well, I am not thinking of one event that I am involved in I don't see where one of these fees is going to stop that event from happening. The events are very successful. At the end of the day, we have to pay for services, if you don't want to pay for the service than go some where else in the valley. I don't like it I don't like charging more money.

Mayor Dewey: there were some areas that we did acknowledge where we are charging a different amount for a town citizen versus an out-of-town citizen. It is harder to do through the whole fee structure, but we did do that through the parks.

Councilmember Wandler: I was recently involved in an activity that cost us over \$400.00 for the city park. We are nonprofit. I think

Mayor Dewey: to clarify on the charges, the town of Stevensville did not charge you \$400.00?

Councilmember Wandler: no, we had to have more insurance.

Mayor Dewey: that is the thing our insurance company requires it. We can't get out of that.

Councilmember Wandler: I think that there are times when it does cost more, with law enforcement.

Mayor Dewey: we did break that down further in this fee schedule, next time it would be a park use not a special event. The council is prepared to vote, Ms. Berthoud.

Councilmember Allen: no.

Councilmember Devlin: yes.

Councilmember Wandler: no

Mayor Dewey: the motion fails, at this point the fee schedule is not adopted. What changes are you wanting changed? What is the next action that the council expects?

Councilmember Allen: I only have an issue with special events. I know that the costs are going up. It is the special event fees, charging our school to close a road or charging for a bon fire. Can we put in that schools are not charged?

Mayor Dewey: you can do whatever you want you are the governing body.

Councilmember Allen: that would be my only ask that for special events schools are not charged.

Councilmember Devlin: schools have been charged in the past, is that correct? Are you saying don't charge them at all or don't increase it?

Councilmember Allen: don't increase it.

Mayor Dewey: we I guess the council has voted, we are going to rehash this and bring it back.

Councilmember Devlin: right. So Sydney when you are saying that there is more than just road closures there are other fees.

Councilmember Allen: when is say no I am specifically responding to my work that I do and the concerns that they have with our school events. That would be my idea and I know that we are getting into something.

Mayor Dewey: what other feed back does the council have, (audience rumbling) I am hearing rumbling in the audience, and it is rude. The reason that we are doing this is that it is critical to continue providing services to the community I want a response, and this is government happening in front of you. We are going to make sure that your input is in the fee schedule and that the community is taken care of. Is there anything further from council?

Councilmember Wandler: I would maintain with what I said before. There are times that police are needed more, I don't know how to break that down.

Councilmember Allen: Ms. Wandler just used the term non-profit and I think that might be the key, what if.

Mayor Dewey: most of the events are facilitated by a nonprofit. Very few do we see for profit. It sounds like it is the emphases on event fees. We will be working those special event fees. The administration will work through that and bring it back to a meeting.

b. Discussion/Decision: Preliminary Plat Approval Extension for Phase II of the Twin Creeks Subdivision

Mayor Dewey: introduced new business item b. Mr. Ewart is here to speak from PCI.

Councilmember Allen: I make a motion to approve the extension.

Councilmember Wandler: 2nd

Mayor Dewey: it has been moved by Ms. Allen and 2<sup>nd</sup> by Ms. Wandler. Council discussion? Public comment? Hearing none we will call for the vote, Ms. Berthoud.

Councilmember Allen: aye.

Councilmember Devlin: aye.

Councilmember Wandler: aye.

Mayor Dewey: motion passes.

c. Discussion/Decision: Participation in the Montana DPHHS Low Income Home Water Assistance Program

Mayor Dewey: introduced new business item c. this program was brought to our attention by DPHHS. It is in conjunction with the LIEAP program through the state. LIEAP does not provide water assistance, and this will help with that. The council has options.



Councilmember Devlin: this is through September 2023; this is a state program?

Mayor Dewey: correct there is no cost to the town to do this. If a utility user qualifies through the state, the state sends us those funds and we apply that to their account.

Councilmember Devlin: you are saying that we can do this in conjunction with what we are already have, it is not that we are giving them a reduced rate.

Mayor Dewey: correct there is no net affect on the town of Stevensville.

Councilmember Devlin: I will make a motion to participate in DPHHS program in conjunction with what we have.

Councilmember Wandler: 2<sup>nd</sup>.

Mayor Dewey: it has been moved by Ms. Devlin and 2<sup>nd</sup> by Ms. Wandler. Council discussion? Public comment?

#### PUBLIC COMMENT

Bob Michalson: 222 Turner Street, so what I am hearing is a motion on the floor. We have the program on the agenda tonight and what we already have. I think that we should suspend the one that we have coming out of our water bill currently.

Stacie Barker: 104 Winslet Ave. I do agree with doing away with one of them.

Mayor Dewey: any further public comment? Council discussion?

Councilmember Devlin: I struggle with this; I think that it is going to benefit many. We are kind of all in this together, the goal is to help people get back on their feet. This is not a huge population of our town I think that this is going to benefit a lot of people currently and in the future.

Mayor Dewey: with that we will go ahead and call for the vote, Ms. Berthoud.

Councilmember Allen: aye.

Councilmember Devlin: aye.

Councilmember Wandler: no

Mayor Dewey: motion passes 2-1.

d. Discussion/Decision: Special Event Permit for Scarecrow Festival, October 1-3, 2021

Mayor Dewey: introduced new business item d. Gretchen is here if you have any questions.

Councilmember Allen: I will make a motion.

Councilmember Wandler: I will 2<sup>nd</sup>.

Mayor Dewey: it has been moved by Ms. Allen and 2<sup>nd</sup> by Ms. Wandler. Council discussion?  
Public comment?

Gretchen Spies: I can't remember if I put our nonprofit organization for our insurance.

Mayor Dewey: you listed Scarecrow Festival and are you still using P5.

Gretchen Spies: yes.

Mayor Dewey: if that is what you are using your application is complete.

Victoria Howell: made comment to the insurance being used.

Mayor Dewey: it shows, Brian Potton Insurance. With that we will call for the vote, Ms. Berthoud.

Hearing none we will call for the vote, Ms. Berthoud.

Councilmember Allen: aye.

Councilmember Devlin: aye.

Councilmember Wandler: aye.

Mayor Dewey: motion passes.

## 12. Executive Report

Mayor Dewey: gave his executive report. Mentioned new audio equipment that has been purchased. Gave council a run down of the next couple of weeks of meetings in September.

## 13. Town Council Comments

Councilmember Devlin: gave town council comment on the news article that was published about the town. We rely on our news sources here in the valley. When I read something from a news source and it is filled with untruths, I just ask that you do your research, ask questions. If you have questions about something that you hear as us.

Councilmember Allen: would those fees be on the 23<sup>rd</sup> meeting in September?

Mayor Dewey: I am not sure if it will be on that meeting.

## 14. Board Reports

None

## 15. Adjournment

**APPROVE:**

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**Brandon E. Dewey, Mayor**

**ATTEST:**

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**Jenelle S. Berthoud, Town Clerk**

**File Attachments for Item:**

c. September 16, 2021 Board of Adjustments Meeting Minutes

**Stevensville Board of Adjustment Public Hearing & Meeting Minutes**  
**for THURSDAY, SEPTEMBER 16, 2021, 6:30 PM**

1. Call to Order and Roll Call

Mayor Dewey called the meeting to order, Councilmembers Allen, Ludington and Wandler were all present.

Councilmember Devlin: I am recusing myself this evening.

2. Discussion on the Following Items

a. Public Hearing/Discussion/Decision: Petition for Variance at 208 Mission Street, adjusting the side lot line setback

Mayor Dewey: introduced the public hearing to the council and the public. Referred to the variance packet that was provided in the packet. The property owners are in attendance this evening. Requesting setbacks from seven feet to five feet. Is there anything that the applicant would like to state before opening the floor to public comment.

Ms. Devlin: introduced her contractor to the council. He is available to explain the project and answer questions.

Contractor: I have been working with Brandon (the landowner) on how to work with this property. So, we are asking for a variance to build on this property.

Mayor Dewey: opened the hearing to the public for public comment.

**PUBLIC COMMENT**

Carolyn Mickens: 211 Buck Street. I think that it is a fantastic idea. I know how that was built; it will be a great improvement.

Chief Motley: gave public comment on the lot line setbacks and why we have them. The reason for the lot line setbacks is for allowing access between neighbors, safety reasons. I think that it is a great idea to build a new home on that lot. If you look at where things are located on that lot, we need to look at the future. 2 feet does not seem like a big deal, but in a collapse zone we have reduced that space.

Mayor Dewey: hearing no other public comment we will close the public hearing and give the board of adjustment time to review the proposal.

Councilmember Ludington: Carolyn is this in your back yard?

Carolyn: yes. By my outbuildings.

Mayor Dewey: how tall is this structure at its tallest point?

Contractor: it is approximately 15 or 16 feet.

Sydney Allen: that is single story, with no dormers.

Contractor: correct.

Mayor Dewey: to the fire chiefs point on collapse zones, generally we consider a collapse zone one and a half times the height of the building. Even if the set back was not changed you would still be to close. The lot next door appears to be vacant.

Councilmember Ludington: my understanding was about access not as much on the collapse zone. I have looked at this and at this time the lot to the north is empty and the lot to the south is in a back yard. At this time there is not a roof line to roof line, today. At this point it does not look like it is currently an issue.

Mayor Dewey: any other discussion from the board? Is the board inclined to put forth a motion this evening?

Ms. Devlin: behind the house there is access from Buck Street to this property you could drive straight through the other properties to get access.

Mayor Dewey: I am going to just state that from my experience with the fire service there is no way you could drive a fire fighter apparatus on someone's lawn.

Councilmember Allen: I will make a motion to approve.

Councilmember Wandler: 2<sup>nd</sup>.

Mayor Dewey: it has been moved by Ms. Allen and 2<sup>nd</sup> by Ms. Wandler.

Councilmember Ludington: 2 ½ on each side.

Mayor Dewey: is there further discussion from the board? Public comment? We will call for the vote, Ms. Berthoud.

Councilmember Allen: aye.

Councilmember Ludington: aye.

Councilmember Wandler: aye.

Mayor Dewey: I vote aye, the motion passes. We will draw up the paperwork.

3. Adjournment

**APPROVE:**

**ATTEST:**

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**Brandon E. Dewey, Mayor**

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**Jenelle S. Berthoud, Town Clerk**

**File Attachments for Item:**

d. September 23, 2021 Meeting Minutes

**Stevensville Town Council Meeting Minutes**  
**for THURSDAY, SEPTEMBER 23, 2021, 7:00 PM**

**CONDENSED MINUTES**

1. Call to Order and Roll Call

Mayor Dewey called the meeting to order, Councilmembers Allen, Devlin, Ludington and Wandler were all present.

2. Pledge of Allegiance

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

NONE.

4. Approval of Minutes

a. 8/12/2021 Meeting Minutes

b. 8/26/2021 COW Meeting Minutes

c. 8/26/2021 Meeting Minutes

Mayor Dewey: introduced the meeting minutes for 8/12, 8/26 COW, and 8/26/21.

Councilmember Ludington: make a motion to approve.

Councilmember Allen: 2<sup>nd</sup>.

Mayor Dewey: it has been moved by Mr. Ludington and 2<sup>nd</sup> by Ms. Allen. Council discussion? Public comment? Hearing none we will call for the vote.

Councilmember Allen: aye.

Councilmember Devlin: aye.

Councilmember Ludington: aye.

Councilmember Wandler: aye.

Mayor Dewey: thank you.

5. Approval of Bi-Weekly Claims

a. Claims #17024-#17036

Mayor Dewey: additional claims have been added to your claims sheet, #17037-#17040

Councilmember Devlin: make a motion to approve the claims.

Councilmember Ludington: 2<sup>nd</sup>



Mayor Dewey: it has been moved by Ms. Devlin and 2<sup>nd</sup> by Mr. Ludington. Council discussion? Public Comment? Hearing none we will call for the vote, Ms. Berthoud.

Councilmember Allen: aye.

Councilmember Devlin: aye.

Councilmember Ludington: aye.

Councilmember Wandler: aye.

Mayor Dewey: motion passes

#### 6. Administrative Reports

NONE.

#### 7. Guests

NONE

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#### 8. Correspondence

NONE.

#### 9. Public Hearings

NONE.

#### 10. Unfinished Business

a. Discussion/Decision: Reconsideration of Resolution No. 491, Adopting a Master Fee Schedule for FY2022

Mayor Dewey: introduced unfinished business (a.) gave an explanation of the changes made by council's direction. Please note the changes in your packet. Added a curb cut fee that was left off on the last one.

Councilmember Allen: I feel the changes reflected the feedback that Councilmember Wandler and I made. The special event permit fee address the size of the event a little bit better. I would like to make a motion to approve.

Councilmember Wandler: 2<sup>nd</sup>.

Mayor Dewey: it has been moved by Ms. Allen and 2<sup>nd</sup> by Ms. Wandler. Council discussion?

Councilmember Devlin: where we see the farmers market event fee it is all inclusive?

Mayor Dewey: all one fee per season.

Councilmember Delvin: stage fee, who else uses that besides civic club?

Mayor Dewey: we have had some church groups for a concert. If the expectation is that town personal move it and set it, we are going to charge the fee. The cost is supposed to cover the personal time. Any further discussion from council?

Councilmember Ludington: went through the city of Hamilton's fee schedule. What I could find was pretty much in line, what I found to not be in line was the planning and zoning fees. For instance, we are looking at \$1000 for an annexation application fee and on here it is \$100

Mayor Dewey: it is \$1000, we pretty much copied there's. those fees that are proposed on our schedule should be the same as Hamilton.

Councilmember Devlin: after our last meeting I was trying to figure out a comparison. Perception is that we are recharging for a service that they are already paying for through taxes and what not. A federal or state park we have to pay those fees. If you don't want to pay for it then don't use it.

Mayor Dewey: we don't like to increase fees, but the fees that we are charging are above and beyond what a normal government provides.

Councilmember Ludington: I agree, and I also think that the reverse of this is when there is a fee there is an expectation. We have placed upon our selves these fees and when you want to use the park or have something done and we are prepared to do that. We can't say we don't have anybody to do that.

Mayor Dewey: any thing further from council? Public comment?

Victoria Howell: gave comment on the funds that were raised by the Civic Club and would like to invest in the stages and the power panels. We would like to invest in the town by fixing these items.

Councilmember Devlin: the civic club possibly owns both stages? Does the town house them?

Mayor Dewey: they are stored on our property at the sewer plant and because we store them, we often get called to move them.

Councilmember Devlin: that was my question. So civic club is responsible for the maintenance of it?

Victoria Howell: I think that it is important to point out. (Not at the microphone when speaking unable to hear full comment)

Mayor Dewey: any further public comment? Any further council discussion. Hearing none we will call for the vote, Ms. Berthoud.

Councilmember Allen: aye.

Councilmember Devlin: aye.

Councilmember Ludington: aye.

Councilmember Wandler: aye.

Mayor Dewey: that motion passes.

## 11. New Business

a. Discussion/Decision: Lease Agreement with Dustin Cumming for Lot 3, Block 2 of the Stevensville Airport

Mayor Dewey: introduced new business item (a.) this is actually a transfer of a lease. We have documentation for that transfer.

Councilmember Ludington: make a motion to approve.

Councilmember Wandler: 2<sup>nd</sup>.

Mayor Dewey: it has been moved by Mr. Ludington and 2<sup>nd</sup> by Ms. Wandler. Council discussion? Public comment? Hearing none we will call for the vote, Ms. Berthoud.

Councilmember Allen: aye.

Councilmember Devlin: aye.

Councilmember Ludington: aye.

Councilmember Wandler: aye.

Mayor Dewey: that passes. We will get that prepared for signatures.

Craig Thomas: (Not at the microphone when speaking unable to hear full comment)

Mayor Dewey: change to 3500?

Craig Thomas: gave comment to the size change.

b. Discussion/Decision: Contract with Cote & Associates for AFR Preparation and Financial Statement Preparation Services

Mayor Dewey: introduced new business (b). administration recommends approval.

Councilmember Devlin: make a motion to approve.

Councilmember Ludington: 2<sup>nd</sup>.

Mayor Dewey: it has been moved by Ms. Devlin and 2<sup>nd</sup> by Mr. Ludington. Council discussion?

Councilmember Ludington: option to do additional work? Can you speak to that?

Mayor Dewey: do you remember when there was a conversation about attest services when auditors did their entry they asked if it was going to me or Wendi, I think that is what she is referring to, she can't independently attest to our accounting because she has her hands on it. So, she is not comfortable doing that. Any further council comment? Public comment? Hearing none we will call for the vote.

Councilmember Allen: aye.

Councilmember Devlin: aye.

Councilmember Ludington: aye.

Councilmember Wandler: aye.

Mayor Dewey: motion passes.

c. Discussion/Decision: Resolution No. 492, Approving a petition to annex and annexing land into the Town of Stevensville

Mayor Dewey: introduced new business item (c.) walked the council through the petition and explained Montana law about review and approving this all at once.

Councilmember Allen: make a motion.

Councilmember Devlin: 2<sup>nd</sup>.

Mayor Dewey: it has been moved by Ms. Allen and 2<sup>nd</sup> by Ms. Devlin. Council discussion?

Councilmember Ludington: I looked this over and trying to put this together. We are going to have to do some more work with the public and surrounding homeowners to decide on what zoning to do.

Mayor Dewey: zoning is currently R-1 or R-2. You get to pick and run with what you want to do. We decided to leave it R-1 or R-2 and have the planning and zoning address this. It is my understanding that he does have plans to develop some type of multi family housing at that property.

Councilmember Allen: building 4, 4-plex apartments is what he is building?

Mayor Dewey: that is what he is proposing but it has not been reviewed by a permitting standard.

Councilmember Ludington: this property does butt up against the Dayton Addition, 7<sup>th</sup> and 8<sup>th</sup> Street. Those people at the end of those streets are going to be impacted.

Mayor Dewey: Any further council discussion? Public comment? Hearing none we will call for the vote, Ms. Berthoud.

Councilmember Allen: aye.

Councilmember Devlin: aye.

Councilmember Ludington: aye.

Councilmember Wandler:

Mayor Dewey: motion passes unanimously

d. Discussion/Decision: Resolution No. 493, Declaring the second Monday of October as Indigenous Peoples' Day in the Town of Stevensville and encouraging other institutions to recognize this day in honor of the indigenous people who traditionally lived in the area

Mayor Dewey: introduced new business item (d.) I think that the resolution speaks for itself.

Councilmember Devlin: make a motion to approve.

Councilmember Allen: 2<sup>nd</sup>

Mayor Dewey: it has been moved by Ms. Devlin and 2<sup>nd</sup> by Ms. Allen. Council discussion? Public comment? Hearing none we will call for the vote, Ms. Berthoud.

Councilmember Allen: aye.

Councilmember Devlin: aye.

Councilmember Ludington: aye.

Councilmember Wandler: aye.

Mayor Dewey: motion passes.

e. Discussion/Decision: Resolution No. 494, Amending the wages and compensation of elected and appointed officers and all employees of the Town of Stevensville for Fiscal Year 2021-2022 and establishing an effective date for wages and compensation

Mayor Dewey: introduced new business item (e.) misunderstanding between Chief Motley and the administration. We are adjusting to the original honorarium.

Councilmember Ludington: make a motion to approve.

Councilmember Devlin: 2<sup>nd</sup>.

Mayor Dewey: it has been moved by Mr. Ludington and 2<sup>nd</sup> by Ms. Devlin. Council discussion?

Councilmember Devlin: I just want to thank you for doing this. When we were going through our budget meeting, we were discussing how everyone in the organization is important.

Mayor Dewey: further council discussion? Public comment? Hearing none we will call for the vote, Ms. Berthoud.

Councilmember Allen: aye.

Councilmember Devlin: aye.

Councilmember Ludington: aye.

Councilmember Wandler: aye.

Mayor Dewey: motion passes.

f. Discussion/Decision: Resolution No. 495, Authorizing the sale of 6.47 acres of Town owned land/property in the Home Acres Orchard No. 3 Subdivision

Mayor Dewey: introduced new business item (f.) this is the initial stages of a process that the town council is taking to surplus this property. It has not been the towns gravel pit for a long time, we use a higher quality. This is a time for the public to weigh in and the council to make a decision to move forward.

Councilmember Ludington: being that it says in the resolution 6.47 acres and in the legal description is says containing 5 acres more or less. We will probably be going to need to do a survey and a pin location.

Mayor Dewey: correct we will have it surveyed. There is some dispute in the legal description.

Councilmember Ludington: I can tell you that it will be more than \$23.00

Mayor Dewey: we had an area at Father Ravalli Park recently surveyed and it cost us about \$250.00 to set a few pins.

Councilmember Allen: make a motion.

Councilmember Ludington: 2<sup>nd</sup>.

Mayor Dewey: it has been moved by Ms. Allen and 2<sup>nd</sup> by Mr. Ludington. Council discussion?

Councilmember Wandler: it is my understanding that we are authorizing you to sell the property?

Mayor Dewey: you are authorizing the administration to move forward to get someone to buy it. When there is an offer, we will come back to the council and see if you are okay with it.

Councilmember Wandler: I spoke to someone about this property, and I was told that the gravel was very poor.

Mayor Dewey: poor quality. When I spoke with George Thomas about 2-3 years ago, he said that he had never used the gravel off that property in the 30 years he was here.

Councilmember Ludington: back when I was on council in the early 2000, we also went through a sale of a piece of property over by the Bass Mansion and also did this through a resolution.

Councilmember Delvin: I think that the confusion for us as well as the public is where it says authorizing the sale, we are authorizing putting it up for sale.

Councilmember Ludington: I think that the council has the ability to earmark where the funds should go besides the general fund. And that could happen at the time of the sale or the agreement, we can say where we want to put the money or what we want to use it for.

Mayor Dewey: that is a great point, by default it will be general fund funds unless you state differently. You can put it across many funds if you want. Any further council discussion? Public comment? Hearing none we will call for the vote, Ms. Berthoud.

Councilmember Allen: aye.

Councilmember Devlin: aye.

Councilmember Ludington: aye.

Councilmember Wandler: aye.

Mayor Dewey: that motion passes.

g. Discussion/Decision: Resolution No. 496, Requesting distribution of Bridge and Road Safety and Accountability Program funds for the fiscal year 2021-2022

Mayor Dewey: introduced new business item (g.) I think that we are looking at around \$40,000, to use some of these funds to work on Spring Street.

Councilmember Ludington: with the correction of 2019-2020 changed to 2021-2022 I will make a motion to approve.

Councilmember Wandler: 2<sup>nd</sup>.

Mayor Dewey: it has been moved by Mr. Ludington and 2<sup>nd</sup> by Ms. Wandler, council discussion? Public comment? Hearing none we will call for the vote, Ms. Berthoud.

Councilmember Allen: aye.

Councilmember Devlin: aye.

Councilmember Ludington: aye.

Councilmember Wandler: aye.

Mayor Dewey: motion passes.

## 12. Executive Report

Mayor Dewey gave his report about our water billing system and the cost. It is not costing us more money; in fact, it is resulting in a cost savings for the town. The reason that we switched was to save money. Leagues of Cities and Towns has gone virtual. So, Wendi and I will be attending that virtually, the National League has also been moved to virtual. So, no traveling. If there are educational opportunities that the council would like to do let me know.

Councilmember Wandler: I don't think that everybody knows that you can go paperless.

Mayor Dewey: we are going to try to do a push and get that information out to the public. The last thing is that you can expect a revised engineering report at the end of October. One thing might be moving meters out of crawl spaces and if it is leaking than we can tell. If the council approves that direction, we will bring forward some information about an insurance plan for homeowners.

## 13. Town Council Comments

Councilmember Devlin: one good thing to mention is to talk about yard debris on October 4<sup>th</sup> at Lewis & Clark Park.

Mayor Dewey: yes. We will not be picking up around town, if you need help with taking your yard debris you can call town hall and ask for help.

Councilmember Delvin: so, I want to clarify, if someone can't do this, they can get help.

Mayor Dewey: yes, we have youth groups and churches that are willing to help out.

#### 14. Board Reports

Councilmember Ludington: Planning and Zoning Board met last night. We are getting through the subdivision regulations with considerable help from Mr. Chilcott. You will also see an agenda item come forth for a request to look for someone to help us update the growth policy that was last updated in 2016. We will also put forth a request to get help with a master streets plan. We have 4 we could use a couple more members on that board, it is important work. We have a work plan and are trying to work through it as best as we can.

Councilmember Wandler: met with the airport board, they did not have a quorum, so they were not able to talk about anything. There is a plan for one of the other hangers they want to add a 5x10 slab and a 5x6 slab for their heating and cooling facilities. The Cummings that are going to by that lease are going to be an asset to the community.

#### 15. Adjournment

**APPROVE:**

**ATTEST:**

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**Brandon E. Dewey, Mayor**

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**Jenelle S. Berthoud, Town Clerk**



From: James V. Crews  
316 9<sup>th</sup> St.  
Stevensville, Montana  
59870

9-22-21

To: The Stevensville Town Council  
206 Buck Street  
Stevensville, Montana  
59870

Subject: Resolution 495

Members of the Town Council,

The mayor has placed on the Agenda, item 11.F of New Business.

I simply am not going to beat around the brush on this one. I am going to lay it out for you plain and clear.

There should be a hearing regarding this sale, in the full public view, with all the details of the potential sale exposed in public for all to see and hear with public comment before you make a decision to sell this property.

1. The mayor does not have the authority to designate any town property as surplus. That is a job for the council. You cannot empower the mayor to do that job. **State law clearly states that it is your job. He may merely recommend to the council such action.**

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

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

**Based upon subsection (2), it is the Town Council that may sell, property belonging to the town.**

**Not the Mayor.**

The council makes the decision at an open council meeting in full view of the public, with full disclosure as to the condition of the sale and you document the council decision by resolution. You also need determine how any monies generated by the sale of the public property will be utilized.

***By the way, how is the money going to be used from this potential sale?***

*Were there discussions or meetings between the Mayor and Council prior to this resolution being drafted to discuss the selling of this property?*

*If so, where are the public notices for the meetings and minutes of the meetings, because I have seen none.*

**What is driving these two questions is the fact that someone, in the town government has made a decision with or without council knowledge to sell PUBLIC PROPERTY.**

## Why is there such sudden need to sell this property?

2. What the Mayor is trying to get you to do is empower him and/or the Town Staff with the ability and authority to sell off public property without following an approved **Process**. Such **Process** should include the following:
  - The mayor and/or Staff should present a proposal to Town Council, which would be placed on the Council Agenda for Council Consideration thus providing for Citizens Right to Know and the Right to Participate. The mayor and/or Town Officers make the proposal to the Town Council stating that there is a need to raise revenue for some purpose, and that there is a method to do that. For example, sell the property on Willoughby.
  - As of this writing, there has been no public meeting whereby such proposal has been presented to the Town Council. *If there was one, when and where did it take place?*
  - Thus, it is assumed by this Citizen that this is a decision of the mayor and no one else.
  - The Council should take the time to consider this proposal, potentially over several weeks as things need to be considered.  
Such as a written justification as to why the property should be sold.
  - The Council should entertain written public comment on the idea of selling Citizen Owned Assets. **As the Citizens are the Town of Stevensville, the 4<sup>th</sup> part of the government, we have a right to know and participate in the process and you have an obligation under the Constitution of the State of Montana to see to it that those rights are protected.**

The **Process** should also include the following which is missing in the Mayor's Proposed Resolution 495.

- **Survey**-The Property must be surveyed so that the Town Council can be advised as to the exact acreage to be sold. This is necessary because the Deed only accounts for 5 acres, and in fact the mayor is advertising 6.47 acres within the proposed resolution. Without a proper up to date survey, and location of boundaries and their pins, you do not know what you are selling and thus cannot assign a value. **The deed is only for 5 acres.**

*Just in case you do not know, an acre is 43560 square feet.*

*The dimensions of the property are 330 feet on each side (East and West sides), 660 feet on the North side and an unknown footage on the County road, South side.*

*The deed specifically states 5 acres more or less.*

*330 feet x 660 feet = 217,800 sq ft.*

*217,800 sq ft ÷ 43,560 sq ft = 5 acres.*

*We know there is more than that, but how much exactly. Only a survey will tell for sure and you need to know the actual acreage to ascertain the true value.*

- **Appraisal**-Once you have in your hand a proper survey, you can request bids for 3 property appraisals so that you can determine estimated value of the property and decide the minimum bid that the town will accept on the property.

This will involve RFQ;s, allocation of funds for the appraisals. These have to be on a council agenda so that you can formally request bids, and those bids have to come in and be opened by the clerk in the presence of the council. Then they can be awarded.

- **Determination of the Properties Value**-Once you have the appraisals in hand, you can ascertain the minimum bid the town will accept on the property.
- **Advertise the sale via sealed bid**-At that point you can advertise the land for sale via sealed bid over a period of time.
- **Opening of Bids and award the purchase**-Once the bids come in, they should be opened at a council meeting and the high bidder is allowed to purchase the property.

This property has been used as the town's gravel pit for many, many years. I have been here for more than 22 years and its been used far longer than that. Having discussed the property with previous Town Council Members and a former Mayor, it was probably used and maintained for 40+ years for this purpose. Thus, there is a historical significance regarding the use of the land. Which may place it under § 7-8-4201(2)(b) MCA. You will need a legal opinion on that I suspect which must be made public for all to see.

- 7-8-4201(2)(b) Except for property acquired by tax deed or property described in subsection (3), **if the property is held in trust for a specific purpose, the sale or lease must be approved by a majority vote of the electors of the municipality voting at an election called for that purpose. The election must be held in accordance with Title 13, chapter 1, part 4.**

I believe that in order to sell this land you need to bring it before the electors for a decision. We had a similar event when I was Mayor, whereby I had to do the research, and I did right along side of the staff of the Bitterroot Star to prove that the River Park Property had been deemed to be a Park and thus could not be sold until approved by the Electors.

As this particular property has been in the possession of the town since legally purchased by the Town on the 31<sup>st</sup> of July, 1943 and has been used for the purpose of a gravel pit, there are likely to be records of the Town Council indicating that there was a decision made by the Town Council dedicating this property specifically as the Town's Gravel pit. I suggest that no further sale action be considered until such time as a thorough historical search has been completed to prove otherwise.

*Furthermore, the Mayor has unequivocally stated that that the property "has served its use for the Town of Stevensville's purposes and needs" and "the Town does not anticipate using said property at any time in the future."*

I suppose the mayor prefers to purchase gravel rather than to use the natural resource the town owns. There is nothing wrong at the gravel pit. I was just out there Sunday to look it over. I did however notice a pile of gravel on College, East side just South of 3rd St., for the sidewalk project over there. I am curious as to whether we paid for that gravel and if not, where did it originate.

- *Does the Mayor have the sole ability to predict the future needs of the Town?*
- *What analysis did the mayor prepare and deliver to the Council regarding his conclusion?*
- *Did anyone in Public Works submit a valid review of the sale for Council Consideration?*
- *Is there any documentation to support the mayor's claim?*

That gravel pit could be a very useful pit. With the appropriate authorizations, we can sell gravel to the community, county or state. It's a potential money-making, money saving resource for the town.

As it has been used as a pit and at one time if memory serves me I remember a discussion regarding the pit in that it may have been used as a shooting range at one time. **Is there a lead abatement issue we need to consider?**

This tax paying Citizen believes that there is no rush and no immediate need to sell this property.

Signed,

Jim Crews

Private American Citizen

Sec. 2-24. - Powers.

The mayor is the chief executive officer of the town, and has power:

(5)

To recommend to the council such measures connected with the public health, cleanliness, and ornament of the town, and the improvement of the government and finances, as he deems expedient.

7-5-4102. Powers and duties of mayor related to administration and executive function. (1) The mayor may:

- (a) communicate to the council, at the beginning of each session and more often if considered necessary, a statement of the affairs of the city or town, with recommendations that the mayor considers proper;
- (b) recommend to the council measures connected with the public health, cleanliness, and ornament of the city or town and the improvement of the government and finances that the mayor considers expedient;

**File Attachments for Item:**

e. September 30, 2021 Special Town Meeting Minutes

**Stevensville Special Town Council Meeting Minutes**  
**for THURSDAY, SEPTEMBER 30, 2021, 5:00 PM 206 Buck Street, Town Hall**

1. Call to Order and Roll Call

Mayor Dewey called the meeting to order. Councilmembers Allen, Devlin, Ludington and Wandler were all present.

2. Pledge of Allegiance

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

4. Approval of Minutes

NONE

5. Approval of Bi-Weekly Claims

NONE

6. Administrative Reports

NONE

7. Guests

NONE

8. Correspondence

NONE

9. Public Hearings

NONE

10. Unfinished Business

NONE

11. New Business

a. Discussion/Decision: Bid opening for Park Avenue Sewer Main Extension

Mayor Dewey: introduced new business item (a). asked for the clerk to open each of the sealed bids (3 in total) state the business name, amount and if their Bid Bond was included and complete.

Jenelle Berthoud:

Mike Coleman Construction, Inc; \$365,129.60 and there is a completed Bid Bond.

3 Rivers Landworks, LLC; \$263,890.00 and there is a completed Bid Bond.

J&J Excavating & Trucking, Inc; \$243,704.80 and there is a completed Bid Bond.

Mayor Dewey: with those three bids, it appears the low bid is J&J Excavating & Trucking for \$243,704.80, we will send these off to our engineers, you can expect to see something on your October 14<sup>th</sup> agenda.

12. Executive Report

13. Town Council Comments

14. Board Reports

15. Adjournment

**APPROVE:**

**ATTEST:**

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**Brandon E. Dewey, Mayor**

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**Jenelle S. Berthoud, Town Clerk**



**File Attachments for Item:**

a. Claims #17041-#17083

10/12/21  
15:56:17

TOWN OF STEVENSVILLE  
Claim Approval List  
For the Accounting Period: 10/21

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Report ID: AP100

\* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
17041	100521	1770 Bugmaster Pest Control 10/05/21 Bug spray Town Hall	65.00 65.00			1000 411201	235	101000
		*** Claim from another period ( 9/21) ****						
17042	INV98603	1711 Office Solutions & Service 09/30/21 Copies, Color & BW	24.00 12.00			1000 410360	320	101000
	INV98603	09/30/21 Copies, Color & BW	12.00			1000 420410	320	101000
		*** Claim from another period ( 9/21) ****						
17043	4919/4920	1171 Rex Olson Trucking Inc. 09/17/21 Repairs on 2010 & 2510	967.67 967.67			1000 420460	232	101000
		*** Claim from another period ( 9/21) ****						
17044	72930	593 KG EXPRESS LUBE 09/28/21 Oil Change/trans flush #2002	322.43 322.43			1000 420460	232	101000
17045	75782	1696 First Call Computer Solutions, 10/01/21 Admin-Monthly Fee	2,200.00 330.00			1000 410550	356	101000
	75782	10/01/21 PD-Monthly Fee	330.00			1000 420100	356	101000
	75782	10/01/21 C-Monthly Fee	110.00			1000 410360	356	101000
	75782	10/01/21 BD-Monthly Fee	110.00			2394 420531	356	101000
	75782	10/01/21 FD-Monthly Fee	110.00			1000 420410	356	101000
	75782	10/01/21 Sewer-Monthly Fee	550.00			5310 430610	356	101000
	75782	10/01/21 Water-Monthly Fee	550.00			5210 430510	356	101000
	75782	10/01/21 Airport-Monthly Fee	110.00*			5610 430300	356	101000
		*** Claim from another period ( 9/21) ****						
17046	472738	23 VALLEY DRUG AND VARIETY 09/21/21 Postage laptop return court	10.04 10.04			1000 410360	311	101000
17047	October	1436 Maureen M. O'Connor 10/01/21 Monthly Compensation	1,500.00 1,500.00			1000 410360	350	101000
		*** Claim from another period ( 9/21) ****						
17048	1857	1650 D.I.A.R Do It All Repair 09/20/21 Oil change 21 ford explorer	113.13 113.13			1000 420100	232	101000
		*** Claim from another period ( 9/21) ****						
17049	73931049	1702 DE Lage Landen Finance Services, 09/25/21 Printer lease	55.02 27.51			1000 410360	320	101000
	73931049	09/25/21 Printer lease	27.51			1000 420410	320	101000
		*** Claim from another period ( 9/21) ****						
17050	108	74 STEVENSVILLE RURAL FIRE DISTRICT 09/15/21 Food for training	40.18 40.18			1000 420410	229	101000

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TOWN OF STEVENSVILLE  
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\* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period ( 9/21) ****								
17051		85 CENTURYLINK	170.21					
	September 09/22/21	WWTP Internet #0185	68.99*			5310 430640	340	101000
	September 09/22/21	H2O Plant Phone #7132	48.06*			5210 430540	340	101000
	September 09/22/21	MBF Reservoir #9934	53.16*			5210 430530	340	101000
17052	E	8 RAVALLI ELECTRIC CO-OP	420.17					
August & September 2021 Billing								
	Sept 21 09/29/21	Airport Utilities - Lights 2/	280.11			5610 430300	340	101000
	Sept 21 09/29/21	Airport Utilities - Water Pum	140.06			5610 430300	340	101000
17053		1117 Municode	550.00					
Munidocs 10.01.21 to 09.30.22 Online Public Document System								
	364292 10/05/21	Online Public Document System	550.00			1000 410550	331	101000
17054		1701 Cote and Associates, CPAs, PPL	1,000.00					
	2681 10/02/21	Accounting / AFR Services FY20	1,000.00			1000 410100	356	101000
17056		115 BURNT FORK COMMISSION	86.11					
	Sept 21 10/06/21	450" H2O delivered	86.11			1000 430900	342	101000
17057		1667 Owens Law Firm, PLLC	2,446.80					
	3264 10/07/21	Town Legal Services	610.00			1000 411100	352	101000
	3265 10/07/21	Prosecuting Atty Services	1,836.80			1000 410364	352	101000
17059		131 Missoula Fire Equipment	381.15					
annual fire extinguisher service on 18 ABC Fire EXIT, 6-year maintenance								
	23195 10/07/21	Shop	119.32			1000 430100	350	101000
	23195 10/07/21	Water	119.32*			5210 430510	350	101000
	23195 10/07/21	Sewer	119.31*			5310 430610	350	101000
	23195 10/07/21	TH	23.20			1000 410550	350	101000
*** Claim from another period ( 9/21) ****								
17060		16 MONTANA ENVIRONMENTAL LAB LLC	1,072.60					
	2106891 09/13/21	Sewer Testing	40.00			5310 430640	355	101000
	2109437 09/02/21	Sewer Testing	171.20			5310 430640	355	101000
	2109787 09/14/21	Sewer Testing	171.20			5310 430640	355	101000
	2110094 09/16/21	Sewer Testing	171.20			5310 430640	355	101000
	2110269 09/30/21	Sewer testing	347.80			5310 430640	355	101000
	2110648 09/30/21	Sewer Testing	171.20			5310 430640	355	101000

\* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period ( 9/21) ****								
17061		230 Verizon Wireless	564.64					
	9888710680	09/18/21 Cell Phone - Mayor	46.64			1000 410200	340	101000
	9888710680	09/18/21 Cell Phone/int - PD	221.64			1000 420100	340	101000
	9888710680	09/18/21 Cell Phone - BD	109.97			2394 420531	340	101000
	9888710680	09/18/21 Cell Phone - H2O	56.76			5210 430510	345	101000
	9888710680	09/18/21 Cell Phone - Sewer	56.75			5310 430610	345	101000
	9888710680	09/18/21 Cell Phone - Airport	42.82			5610 430300	340	101000
	9888710680	09/18/21 Mobile Internet-FD	20.04			1000 420410	340	101000
	9888710680	09/18/21 Mobile Internet Ambulance	10.02*			2230 420730	340	101000
*** Claim from another period ( 8/21) ****								
17062		190 JEFF MOTLEY	50.00					
8/21/21		Transport patient to Community Hospital Apparatus #2040						
	13034	08/21/21 Transport to Community Hospita	50.00*			2230 420730	310	101000
*** Claim from another period ( 8/21) ****								
17063		1455 Trevor Motley	50.00					
8/21/21		Transport patient to Community Hospital Apparatus #2040						
	13034	08/21/21 Patient transport Community Ho	50.00*			2230 420730	310	101000
17064		728 HDR ENGINEERING,INC.	2,195.80					
	1200378299	10/04/21 Water Rights Needs Assessm	1,280.37			5210 430530	354	101000
	1200378296	10/04/21 Park Ave Sewer Main Extens	915.43			5310 430630	354	101000
17065		1827 Pintler Billing Services	68.87					
	100421	10/06/21 Billing for September 2021	68.87			2230 420730	350	101000
*** Claim from another period ( 9/21) ****								
17066		1804 Lee Enterprises	417.80					
		Notice of Invitation to bid Airport						
	67595-1	09/19/21 Notice Invitation to bid Sewe	417.80*			5310 430630	332	101000
17068	E	59 BITTER ROOT DISPOSAL	507.25					
	3813847	10/01/21 Court solid waste	5.07			1000 410360	340	101000
	3813847	10/01/21 H2O Dept TH facility	30.43*			5210 430510	340	101000
	3813847	10/01/21 Sewer Dept TH facility	30.44*			5310 430610	340	101000
	3813847	10/01/21 PD solid waste	15.22			1000 420100	340	101000
	3813847	10/01/21 TH solid waste	15.22			1000 411201	340	101000
	3813847	10/01/21 BD solid waste	5.07			2394 420531	340	101000
	3813847	10/01/21 Street solid waste	152.18			1000 430200	340	101000
	3813847	10/01/21 Sewer plant solid waste	152.17*			5310 430640	340	101000
	3814009	10/01/21 Parks	101.45			1000 460430	340	101000

\* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
17069		1828 Troy Renstrom	61.40					
		O/P Account 100450 prior to closing requested refund. 515 1/2 Main Street						
		Renstrom 10/08/21 O/P Account 100450 at closin	61.40			5210 343022		101000
		*** Claim from another period ( 9/21) ****						
17071		1659 CHS Mountain West CO-OP	83.39					
		Sept 21 09/30/21 PW fuel	83.39			1000 430100	231	101000
		*** Claim from another period ( 9/21) ****						
17072		34 STEVENSVILLE HARDWARE AND RENTAL	367.70					
		A521133 09/08/21 Measuring wheel 1/2 H2O	36.50			5210 430510	240	101000
		A521133 09/08/21 Measuring wheel 1/2 sewer	36.49			5310 430610	240	101000
		A521489 09/10/21 Pressure gauge	9.68*			5210 430550	230	101000
		A521390 09/10/21 Marking paint 1/2 water	3.75			5210 430510	230	101000
		A521390 09/10/21 Marking paint 1/2 sewer	3.74			5310 430610	230	101000
		B466219 09/13/21 Asphalt repair supplies	19.99			1000 430200	230	101000
		A522885 09/21/21 Ball val nipple coupling	43.05			5310 430640	230	101000
		D197537 09/07/21 Lift rental tree removal ceme	214.50			1000 430900	230	101000
		*** Claim from another period ( 9/21) ****						
17073		1628 Rocky Road Enterprise, LLC	285.00					
		5338 09/29/21 Riverbed rock 15 yards street	285.00*			1000 430200	360	101000
		*** Claim from another period ( 9/21) ****						
17074		154 Newman Signs, Inc	253.58					
		TRFORD3521 09/30/21 S- Street Signs	253.58			1000 430200	220	101000
		*** Claim from another period ( 9/21) ****						
17075		690 Core & Main LP	50.75					
		P344395 09/07/21 Copper gasket	50.75*			5210 430550	220	101000
		*** Claim from another period ( 9/21) ****						
17076		762 Nash Enterprises, Inc.	1,000.00					
		10293 09/27/21 Clean dry sumps 13	1,000.00			1000 430200	359	101000
		*** Claim from another period ( 9/21) ****						
17077		228 Norco, Inc.	11.10					
		FY 18-19 Annual Community Connection Fee						
		33176782 09/30/21 Cylinder Rental Streets	3.70*			1000 430200	231	101000
		33176782 09/30/21 Cylinder Rental Water	3.70			5210 430510	220	101000
		33176782 09/30/21 Cylinder Rental Sewer	3.70			5310 430610	220	101000
17078		1698 Spectrum	474.89					
		Oct 21 10/03/21 PD phone/internet	139.97			1000 420100	340	101000
		Oct 21 10/03/21 FD phone/internet	24.49			1000 420410	340	101000
		Oct 21 10/03/21 Court phone/internet	12.25			1000 410360	340	101000
		Oct 21 10/03/21 Admin phone/internetq	24.49			1000 410550	340	101000
		Oct 21 10/03/21 Econ Development phone	24.49*			2940 410550	340	101000
		Oct 21 10/03/21 H2O dept phone/internet	73.48*			5210 430510	340	101000
		Oct 21 10/03/21 Sewer dept phone/internet	73.48*			5310 430610	340	101000
		Oct 21 10/03/21 BD phone/internet	12.25			2394 420531	340	101000

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TOWN OF STEVENSVILLE  
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\* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	Oct 21	10/03/21	Pool phone	49.99			1000 460445	340	101000
	Oct 21	10/03/21	Water office phone/internet	20.00*			5210 430510	340	101000
	Oct 21	10/03/21	Sewer office phone/internet	20.00*			5310 430610	340	101000
			*** Claim from another period ( 9/21) ****						
17079		29	STEVENSVILLE NAPA AUTO PARTS	96.61					
	645556	09/19/21	Coolant	8.99			1000 420460	232	101000
	643871	09/09/21	Coolant	17.98			1000 430100	232	101000
	647285	09/29/21	Wheel bearing & seal	22.82			1000 430100	232	101000
	647298	09/29/21	Wheel bearing	32.24			1000 430100	232	101000
	644943	09/15/21	Clean r Carb	14.58			1000 430100	232	101000
			*** Claim from another period ( 9/21) ****						
17080	E	852	CENEX FLEETCARD	1,607.63					
	220760CL	09/30/21	Admin - Fuel	0.00			1000 410550	231	101000
	220760CL	09/30/21	PD - Fuel	380.81			1000 420100	231	101000
	220760CL	09/30/21	FD - Fuel	484.40			1000 420460	231	101000
	220760CL	09/30/21	PW - Fuel	665.69			1000 430100	231	101000
	220760CL	09/30/21	Amulance - Fuel	76.73			2230 420730	231	101000
	220760CL	09/30/21	Airport - Fuel	0.00			5610 430300	231	101000
			*** Claim from another period ( 9/21) ****						
17081		1823	Visa c/o Rocky Mountain Bank	7,571.30					
	09/09/21		Airport lease/task	136.90			5610 430300	350	101000
	09/17/21		Crosscountry freight blower re	179.46*			5310 430640	313	101000
	09/08/21		Amazon live streamer	3,384.00*			1000 410100	212	101000
	09/10/21		Amazon camera cord	12.74			1000 410550	210	101000
	09/13/21		Amazon file folders admin	13.59			1000 410550	210	101000
	09/15/21		Amazon hanging file folders ad	49.98			1000 410550	210	101000
	09/15/21		Amazon adding machine & tape	14.79			1000 410550	210	101000
	09/15/21		Amazon file folders admin	21.76			1000 410550	210	101000
	09/15/21		Amazon file folders PD	10.88			1000 420100	210	101000
	09/15/21		Amazon 3 ring binders cemetery	20.95			1000 430900	220	101000
	09/18/21		Amazon file folder/ink postage	77.94			1000 410550	210	101000
	09/29/21		Amazon calenders court	15.81			1000 410360	210	101000
	09/03/21		Costco Kleenex/Clorox wipes/pa	102.43*			1000 411201	220	101000
	09/03/21		Costco Kleenex/Clorox wipes/pa	8.50			5210 430510	220	101000
	09/03/21		Costco Kleenex/Clorox wipes/pa	8.50			5310 430610	220	101000
	08/31/21		Idoc subscription	175.00			1000 410550	330	101000
	09/29/21		Canva Subscription	12.99			1000 410550	330	101000
	09/16/21		Zoom Subscription	31.10			1000 410550	330	101000
	09/09/21		EIG Constant contact	70.00*			1000 410550	336	101000
	09/09/21		SBC switchboard	29.00			1000 410550	330	101000
	09/09/21		Zoom subscription	31.10			1000 410550	330	101000
	09/17/21		Adobe acropro	9.99			1000 410550	330	101000
	09/09/21		EIG Constant Contact	70.00*			1000 410550	336	101000
	09/21/21		Zoom credit	-1.12			1000 410550	330	101000
	09/23/21		Uline FD training tables	2,521.41			1000 420410	212	101000

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TOWN OF STEVENSVILLE  
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Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	09/15/21	Walmart SD Card	9.72			1000 410550	210	101000
	09/15/21	Walmart SD Card	9.72			1000 410100	210	101000
	09/27/21	National leage conference	475.00			1000 410200	380	101000
	09/29/21	Interest	56.17*			1000 410550	556	101000
	09/28/21	Canva Subscription	12.99*			1000 410550	336	101000
		*** Claim from another period ( 8/21) ****						
17082		1817 3 Rivers Landworks	136,331.00					
	1075 08/30/21	3rd Street Improvements	113,750.00*			2821 430200	931	101000
	1075 08/30/21	3rd Street water services	500.00			5210 430550	934	101000
	1075 08/30/21	3rd Street sewer services	500.00*			5310 430630	934	101000
	1075 08/30/21	3rd Street Sidewalks	21,581.00*			4001 430262	950	101000
		*** Claim from another period ( 9/21) ****						
17083		1829 JAG Grading & Paving LLC	71,057.00					
	092421 09/17/21	5th Street Improvements	59,980.00*			2820 430200	931	101000
	092421 09/17/21	5th Street water services	11,077.00*			4001 430262	950	101000
		<b># of Claims</b>	<b>39</b>					
		<b>Total:</b>	<b>234,530.22</b>					
		<b>Total Electronic Claims</b>	<b>2,535.05</b>			<b>Total Non-Electronic Claims</b>	<b>231995.17</b>	

TOWN OF STEVENSVILLE  
Fund Summary for Claims  
For the Accounting Period: 10/21

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<b>Fund/Account</b>	<b>Amount</b>
1000 GENERAL	
101000 Cash - Operating	\$19,757.16
2230 AMBULANCE	
101000 Cash - Operating	\$255.62
2394 BUILDING CODE ENFORCEMENT	
101000 Cash - Operating	\$237.29
2820 GAS APPORTIONMENT TAX	
101000 Cash - Operating	\$59,980.00
2821 BaRSAA (HB 473)	
101000 Cash - Operating	\$113,750.00
2940 ECONOMIC DEVELOPMENT	
101000 Cash - Operating	\$24.49
4001 SIDEWALK IMPROVEMENT	
101000 Cash - Operating	\$32,658.00
5210 WATER	
101000 Cash - Operating	\$2,905.86
5310 SEWER	
101000 Cash - Operating	\$4,251.91
5610 AIRPORT	
101000 Cash - Operating	\$709.89
<b>Total:</b>	<b>\$234,530.22</b>



10/12/21  
15:56:18

TOWN OF STEVENSVILLE  
Claim Approval Signature Page  
For the Accounting Period: 10 / 21

Page: 8 of 8  
Report ID: AP100A

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

\_\_\_\_\_  
Council

\_\_\_\_\_  
Council

\_\_\_\_\_  
Council

\_\_\_\_\_  
Council

\_\_\_\_\_  
Mayor

Date Approved \_\_\_\_\_

**File Attachments for Item:**

b. Community Development

# **MONTHLY REPORT**

## **Building Department**

September 2021

<b><u>Permits Issued</u></b>	<b><u>Fees Collected</u></b>
<b><u>Building</u></b> (6 permits)	
1. NSFR .....	\$473.00
2. New Commercial Building .....	\$0
3. Renovation/Remodel .....	\$247.00
4. Demo .....	\$0
<b><u>Electrical</u></b> (3 permits)	
1. NSFR .....	\$0
2. New Commercial Building .....	\$0
3. Renovation/Remodel .....	\$330.75
4. Demo .....	\$0
<b><u>Mechanical</u></b> (0 permits)	
1. NSFR .....	\$0
2. New Commercial Building .....	\$0
3. Renovation/Remodel .....	\$0
4. Demo .....	\$0
<b><u>Plumbing</u></b> (5 permits)	
1. NSFR .....	\$151.00
2. New Commercial Building .....	\$0
3. Renovation/Remodel .....	\$148.00
4. Demo .....	\$0
<b>Total permits issued: 10</b>	<b>Total fees collected: \$1,349.75</b>
<b><u>Activities</u></b>	
1. Inspections and consultations.	
2. Active clearing or archiving old and expired permits, depending on age of activity.	
3. Implement uniform strategies to increase records retention and accessibility thereof.	
<b><u>Items of Interest</u></b>	
1. Continued exploration of best ways to universally digitize records and day to day functions to be accessible across pertinent staff for greater efficiency.	

Prepared by Tim Netzley, Building Official

**File Attachments for Item:**

d. Fire Department



# STEVENSVILLE FIRE DEPARTMENT

206 BUCK STREET

Activity Report – September 2021

## **Calls for the Month of September: 70**

Calls for Stevensville Town: 24

Calls for Stevensville Rural: 43

Mutual Aid: 3

Medical Response: 58

Fire Calls: 7

Motor Vehicle Crash: 5

Total Calls: 70

## **Calls for the Year to Date: 590**

Calls for Stevensville Town: 209

Calls for Stevensville Rural: 371

Mutual Aid: 10

Medical Response: 472

Fire Calls: 80

Motor Vehicle Crash: 38

Total Calls: 590

**File Attachments for Item:**

e. Parks Department



## October 2021 Report to Council

### Here is what's happening in your parks:

#### Lewis and Clark Park:

- ◆ Leaves/Fall cleanup at park
- ◆ Winterized and closed bathrooms October 7, 2021
- ◆ Fall cleanup drop site October 4<sup>th</sup>-29<sup>th</sup> in NE corner of parking lot

#### River Park/River Park Trail:

- ◆ Trimmed back trees from trail, removed two truckloads of debris

#### Father Ravalli Park:

- ◆ Working on site plan and calendar for installation of new play structure
  - Ordered playground border, picnic tables, trash receptacle, and geotextile cloth
  - Working to have playground installed by end of October (if shipping times aren't delayed)
- ◆ Trimmed hedge along north fence line

#### Creamery Garden Park:

- ◆ Ordered new picnic tables, removing old one's next week
- ◆ Fall cleanup/tree trimming

#### Events:

- ◆ Concert at L&C Park on September 26, 2021
- ◆ Scarecrow Festival Oct. 1-3
  - Estimated 6,000 guests from scarecrow committee
  - 12 scarecrows on bike path, 20+ business scarecrows on Main Street, 1 youth scarecrow entry at Stevi Hotel
  - Mowed/Trimmed both sides of the bike path from Living Legacy Plant Garden to Fort Owen entrance (Thank you Colette)

#### Other:

- ◆ Irrigation turned off at all parks and lines blew out
- ◆ 6 pavilion rentals for September/Early October
- ◆ Worked with the NVPL to host a StoryWalk on the bike path for the month of October
- ◆ Hosted Bitterroot Valley Chamber Leadership Bitterroot tour of Stevensville for business leaders on September 22, 2021, along with an overview of the Splash Pad plans at Lewis and Clark Park

Sincerely,

Bobby Sonsteng  
Parks and Recreation Director

**File Attachments for Item:**

f. Police Department



**TOWN OF STEVENSVILLE  
POLICE DEPARTMENT ACTIVITY REPORT**

September 2021

**MONTHLY REPORT: August 2021 - Police Activity Report**

Officer did not engage in any arrests for the month of September. However, transports were conducted for other agencies making arrests on town open warrants. There was one citation along with several warnings given. The statistical information provided offers a comparison to the previous year's statistics in over all calls for service, along with investigative items.

As with the previous month, Vacation Checks and Extra patrols/Area Checks are being documented and are a separate number from the calls for service.

We have had interest in current openings and anticipate interviewing in the near future.

**PROACTIVE POLICING, CALLS FOR SERVICE, and Investigations:**

PERSONNEL WORKLOAD	1/21	2/21	3/21	4/21	5/21	6/21	7/21	8/21	9/21	10/21	11/21	12/21	Total
<b>PATROL</b>													
Arrests	2	3	2	2	4	2	3	2	0				20
Traffic Citations	0	0	10	8	24	15	12	1	1				70
Traffic Warnings	0	0	37	38	26	37	38	13	13				189
<b>Calls for Service 2020</b>	<b>61</b>	<b>59</b>	<b>63</b>	<b>76</b>	<b>58</b>	<b>95</b>	<b>72</b>	<b>103</b>	<b>83</b>				<b>587</b>
Calls for Service	55	48	64	47	68	49	55	41	47				427
<b>INVESTIGATIONS</b>													
<b>Robbery/Homicide 2020</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>				<b>0</b>
Robbery/Homicide	0	0	0	0	0	0	0	0	0				0
<b>Assault 2020</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>2</b>	<b>5</b>				<b>7</b>
Assault	0	0	0	1	1	1	2	1	1				6
<b>Sex Crime 2020</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>				<b>0</b>
Sex Crime	0	0	0	0	0	0	0	0	0				0
<b>Burglary/Theft 2020</b>	<b>10</b>	<b>7</b>	<b>6</b>	<b>1</b>	<b>5</b>	<b>1</b>	<b>4</b>	<b>4</b>	<b>3</b>				<b>38</b>
Burglary/Theft	2	2	1	1	1	2	1	2	4				10
<b>Crim Mischief 2020</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>4</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>4</b>	<b>1</b>				<b>11</b>
Crim Mischief	1	0	0	0	0	0	3	1	0				5
<b>Fraud 2020</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>2</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>2</b>				<b>7</b>
Fraud	2	0	2	0	0	0	1	0	1				5
<b>Suspicious Incident 2020</b>	<b>3</b>	<b>2</b>	<b>6</b>	<b>14</b>	<b>5</b>	<b>13</b>	<b>9</b>	<b>12</b>	<b>9</b>				<b>64</b>
Suspicious Incident	0	0	3	3	1	6	3	1	7				17
<b>Disturbance 2020</b>	<b>0</b>	<b>2</b>	<b>1</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>4</b>	<b>3</b>	<b>4</b>				<b>16</b>
Disturbance	2	2	6	5	2	2	10	5	3				34
<b>Found Property 2020</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>1</b>	<b>2</b>	<b>0</b>				<b>6</b>
Found Property	0	0	1	0	1	2	1	1	0				7
<b>Traffic Hazard 2020</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>4</b>				<b>4</b>
Traffic Hazard	2	0	1	0	0	2	3	0	1				8
<b>Traffic Accidents 2020</b>	<b>3</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>				<b>7</b>
Traffic Accident	0	0	0	0	2	1	3	4	2				10
<b>Vacation Checks 2020</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>				<b>0</b>
Vacation Checks	0	0	0	0	0	4	10	2	1				16
<b>Extra Patrols 2020</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>1</b>	<b>2</b>				<b>4</b>
Extra Patrols Current	0	7	12	13	29	116	295	115	104				587
<b>SPD AGENCY ASSISTS</b>													
Ravalli County S.O	5	0	2	7	0	11	4	4	4				33

**File Attachments for Item:**

g. Public Works

# TOWN OF STEVENSVILLE PUBLIC WORKS ACTIVITY REPORT September 2021

## UTILITIES REPORT

### *Water Production*

	<i>This Month</i>	<i>Last Month</i>
<i>Gallons Produced</i>	23,205,000	27,440,000

- 💧 Monthly, weekly and Annual reports to the state
- 💧 Monthly Meter Readings
- 💧 Unread Meters: 71
- 💧 Jetted 3 sewer lines
- 💧

### *Waste Water Treatment*

	<i>This Month</i>	<i>Last Month</i>
<i>Gallons Treated</i>	4,135,329	5,184,875

- 💧 State Reports and EPA, weekly monthly and Annual samples taken and reported
- 💧 Press
  - Sludge transitioned to drying beds, prepping to go back to polymer pressing with cold weather

## OTHER

- 💧 16 Storm Water catch basins jet vacuumed
- 💧 3 storm water catch basin excavated and reconditioned
- 💧 Full implementation of Work Order/Asset Management Software
- 💧 Trouble Calls, 2 after hours
- 💧 Continued preemptive sewer jetting
- 💧 Street Sweeping utilizing grid maps developed by Qware
- 💧 Special Event Support
- 💧 Numerous 3<sup>rd</sup> party contractor locates
- 💧 School project support and inspections
- 💧 Ongoing meter replacements
- 💧 Bioreactor blower failure at WWTP, unit rebuilt
- 💧 Ditch Maintenance
- 💧 Cemetery maintenance

WO Number	Type	Status	Description	Locations	Assigned To	Requester
000198	SCHEDULED	Closed	Ditch Maintenance	Town of Stevensville	Cody Anderson, Dustin Tribby, Ian Murray, Steve Kruse	Steve Kruse
000193	CORRECTIVE	Closed	Monthly Meter Readings	Town of Stevensville	Cody Anderson	Steve Kruse
000192	SCHEDULED	Closed	Wednesday Manhole Inspection and degreasing and bio treatment	Town of Stevensville, Wastewater / Town of Stevensville	Ian Murray	Steve Kruse
000188	CORRECTIVE	Closed	Street Sweep Grids NE 27 and SE 27	Town of Stevensville	Ian Murray	Steve Kruse
000187	SCHEDULED	Closed	Backup the SCADA Computer	Town of Stevensville, Water / Town of Stevensville		Steve Kruse
000186	SCHEDULED	Closed	Backhoe Status		Ian Murray	Steve Kruse
000185	SCHEDULED	Closed	Inspect skidsteer			Steve Kruse
000184	SCHEDULED	Closed	Inspect Mini Excavator&nbsp;			Steve Kruse
000181	CORRECTIVE	Completed	Maintenance on Vac Trailer	Town of Stevensville, Mobile / Town of Stevensville, 99-Mobile / Mobile / Town of Stevensville	Ian Murray	Steve Kruse
000178	CORRECTIVE	Closed	tDeploy stage to Lewis and Clark park for special event take down on Monday	Town of Stevensville	Dustin Tribby	Steve Kruse
000170	CORRECTIVE	Closed	Realtor Meter Read 134 Church St	Town of Stevensville, Water / Town of Stevensville	Steve Kruse	Steve Kruse
000169	CORRECTIVE	Closed	Data log 244 Willow Way, excessive water usage. Replaced meter to further troubleshoot, still excessive water use with all systems isolate, revommend plumber	Water / Town of Stevensville	Steve Kruse	Steve Kruse
000167	CORRECTIVE	Closed	Troubleshoot drain/smell at SFD fire hall, manhole inspect	Town of Stevensville	Steve Kruse	Steve Kruse

WO Number	Type	Status	Description	Locations	Assigned To	Requester
000163	SCHEDULED	Closed	Ditch Maintenance	Town of Stevensville	Cody Anderson, Dustin Tribby, Ian Murray, Steve Kruse	Steve Kruse
000160	CORRECTIVE	Completed	Maintenance on Big Plow Truck/Sander/Jet Truck/Vac Trailer	Town of Stevensville, 99-Mobile / Mobile / Town of Stevensville	Ian Murray	Steve Kruse
000152	SCHEDULED	Closed	Backhoe Status		Ian Murray	Steve Kruse
000151	SCHEDULED	Closed	Inspect skidsteer			Steve Kruse
000150	SCHEDULED	Closed	Inspect Mini Excavator&nbsp;			Steve Kruse
000148	SCHEDULED	Closed	Monday Check all trash can sites for weekend use	Town of Stevensville		Steve Kruse
000144	SCHEDULED	Closed	Garbage removal and bag replacement	Town of Stevensville	Ian Murray	Steve Kruse
000143	CORRECTIVE	Closed	Data Log meter M Burnt Fk	Town of Stevensville	Steve Kruse	Steve Kruse
000135	CORRECTIVE	Closed	Locate curb valve at 3rd and pine	Town of Stevensville		Dustin Tribby
000133	CORRECTIVE	Closed	weed eat around buildings in plant and digesters	Wastewater / Town of Stevensville	Ian Murray	Dustin Tribby
000127	CORRECTIVE	Closed	Mow and weedeat inside well house fence	11-Well Field / Water / Town of Stevensville, Town of Stevensville	Ian Murray	Steve Kruse
000123	SCHEDULED	Closed	Backhoe Status		Ian Murray	Steve Kruse
000122	SCHEDULED	Closed	Inspect skidsteer			Steve Kruse
000121	SCHEDULED	Closed	Inspect Mini Excavator&nbsp;			Steve Kruse
000120	CORRECTIVE	In Progress	Refinish park benches in old drying beds	Town of Stevensville	Ian Murray	Steve Kruse
000118	CORRECTIVE	Closed	Road repair 282 Birch air tank tamper cold patch	Town of Stevensville	Ian Murray	Steve Kruse
000108	CORRECTIVE	Closed	Fix CL17 sensor at reservoir	Town of Stevensville, 06-Reservoir 1 / Water / Town of Stevensville, 07-Surface Water Filter	Dustin Tribby	Steve Kruse

WO Number	Type	Status	Description	Locations	Assigned To	Requester
				Plant / Water / Town of Stevensville		
000102	CORRECTIVE	Closed	Identify Storm basin needing cleaning and call Vac Truck Company	Town of Stevensville, Wastewater / Town of Stevensville	Cody Anderson, Dustin Tribby	Steve Kruse
000101	CORRECTIVE	Closed	Rehab Catch Basin at 304 Pine	Town of Stevensville, Water / Town of Stevensville	Cody Anderson, Dustin Tribby, Ian Murray	Steve Kruse
000094	SCHEDULED	Closed	Backup the SCADA Computer	Town of Stevensville, Water / Town of Stevensville		Steve Kruse
000093	SCHEDULED	Closed	Backhoe Status		Ian Murray	Steve Kruse
000092	SCHEDULED	Closed	Inspect skidsteer			Steve Kruse
000091	SCHEDULED	Closed	Inspect Mini Excavator&nbsp;			Steve Kruse
000087	CORRECTIVE	Closed	6th and College Catch Basin rebuild	Town of Stevensville	Cody Anderson, Dustin Tribby	Steve Kruse
000086	CORRECTIVE	Closed	UV Bank Cleaning	Town of Stevensville, 39-UV Bldg / Wastewater / Town of Stevensville	Cody Anderson, Dustin Tribby	Steve Kruse
000085	SCHEDULED	Closed	Monthly Meter Reading	Town of Stevensville	Dustin Tribby	Steve Kruse
000083	SCHEDULED	Closed	Backhoe Status		Ian Murray	Steve Kruse
000082	SCHEDULED	Closed	Inspect skidsteer		Ian Murray	Steve Kruse
000081	SCHEDULED	Closed	Inspect Mini Excavator&nbsp;		Ian Murray	Steve Kruse
000068	CORRECTIVE	Closed	Confirm Qware removal of all earlier Work Orders entered prior to this date.	Town of Stevensville	David Weihrauch, Kurt Vause	David Weihrauch

**File Attachments for Item:**

a. Discussion/Decision: Contract with Thompson Reuters CLEAR, for the Police Department Background Investigation Access



## Stevensville Town Council Meeting

### Agenda Item Request

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

<b>Agenda Item Type:</b>	New Business
<b>Person Submitting the Agenda Item:</b>	Chief Mac Sosa
<b>Second Person Submitting the Agenda Item:</b>	
<b>Submitter Title:</b>	Department Head
<b>Submitter Phone:</b>	
<b>Submitter Email:</b>	
<b>Requested Council Meeting Date for Item:</b>	10/14/2021
<b>Agenda Topic:</b>	Discussion/Decision: Contract with Thompson Reuters CLEAR, for the Police Department Background Investigation Access
<b>Backup Documents Attached?</b>	Yes
<b>If no, why not?</b>	
<b>Approved/Disapproved?</b>	Approved
<b>If Approved, Meeting Date for Consideration:</b>	10/14/2021
<b>Notes:</b>	





**TOWN COUNCIL  
Agenda Communication**

**Regular Meeting  
October 14, 2021**

**Agenda Item:** Discussion/Decision: Contract with Thompson Reuters CLEAR, for the Police Department Background Investigation Access

**Other Council Meetings**

**Exhibits**

*This agenda item provides Council with the ability to approve the purchase of CLEAR, an investigative tool for the police department.*

**Background:**

The Stevensville Police Department is looking to expand their investigative tools and Chief Sosa has determined that the best fit at this time for the department and his officers is the Thompson Reuters CLEAR. The CLEAR has an annual cost of \$2,400.00 per year with 4 users. The purchase of this system would expand the Stevensville Police Departments resources, assist with investigations and background checks.

Details about this investigative tool are provided to the Town Council in the attached letter from Chief Sosa.

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

**Alternative(s):** Do not approve the purchase of the investigative tool, CLEAR.

**MOTION**

**I move to:** approve the purchase of the investigative tool, CLEAR for the Stevensville Police Department.



# STEVENSVILLE POLICE DEPARTMENT

*Chief Macario Sosa, Jr.*

102 Main Ste D. • P.O. Box 30 Stevensville, MT 59870 • 406-777-3011



**October 1, 2021**

Stevensville Council Members:

Below is information concerning an investigative tool that the Stevensville Police Department could use to assist with investigations that come to our attention as both criminal and internal matters.

Thompson Reuters CLEAR is a tool used by many law enforcement agencies throughout the United States. It is comparable to Lexis Nexus – Accurant, TLO, Merlin, Intelius KnowX, and SmartLinX. There are multiple reasons for entering into a contract for the service provided.

- 1) To get a terminal where NCIC/CJIN would be available to the police department would require a dedicated server, security of the terminal and cost involved. Additionally, this type of information system is limited to criminal history searches alone, and would require auditing to maintain compliance and yearly training.
- 2) CLEAR could be used for background checks of applicants prior to an interview process and for a more comprehensive search should the applicant move forward in the process.
- 3) CLEAR could be used to assist with investigations in developing suspects and known associates of suspects in investigations.

CLEAR is not the absolute best tool on the market by any means. There are other tools that are just as effective if not more. However, for the cost involved it is a tool that could solve many current issues that the Police Department currently faces. The agency has no tool of this type currently. Other comparable tools are not updated as frequently with data, and it is a tool that is affordable and would stay within the budget requirements of the agency.

Thank your for your consideration in this matter.

Macario (Mac) Sosa, Jr.  
Chief of Police



**Subscriber Information**

Account Number (if applicable) 1005643619

Full Legal Name/Entity Stevensville Police Department

Business Unit/Dept/Agency \_\_\_\_\_

The applicant's address below is (please check one):  a Commercial Location  a Residence (i.e. a home-based business)

Street Address PO BOX 30 , 206 Buck Street

City STEVENSVILLE Country (if not US) US

State MT Zip 59870-0030

Main Organization Telephone (406) 777-5271 Location/Contact/Ext Telephone \_\_\_\_\_

Cell Phone (if no land line available) \_\_\_\_\_ Email Address mac@townofstevensville.com

Website https://www.townofstevensville.com/police  Check here if no website available

West products have implemented Multi-Factor Authentication and in order to access the public records products you must supply a valid External IP Address or IP Range belonging to your organization that meets the following requirements:

- IP Addresses assigned to jurisdictions outside the United States or West-approved U.S. Territories are prohibited
- IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 - 10.255.255.255, 127.0.0.0- 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 - 192.168.255.255, 169.254.0.0 - 169.254.255.255.
- All IP addresses must be IPv4 addresses.
- If you do not know your External IP address(es), try the following:
  - Contact your network administration, firewall or security team
  - Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.)

Go to the following URL in your browser: <http://tools.whois.net/yourip/> or <http://www.whatismyip.com> to identify your external IP address (NOTE: If you have multiple IP addresses, this tool will only detect one IP address)

**Internet Service Provider Name:** \_\_\_\_\_

**IP Address:** \_\_\_\_\_

**IP Address Range:**

Beginning IP Address: \_\_\_\_\_ Ending IP Address: \_\_\_\_\_

Beginning IP Address: \_\_\_\_\_ Ending IP Address: \_\_\_\_\_

REQUIRED

**ALL REQUESTED INFORMATION MUST BE PROVIDED OR YOUR ORDER MAY BE DELAYED OR PRODUCT ACCESS LIMITED**

**SUBSCRIBER INFORMATION**

**Select Type of Government**

- US – Federal
- US – State
- US – Local
- Tribal Government \_\_\_\_\_  
(Please describe)
- Other Government: \_\_\_\_\_  
(Please describe)

**Select Type of Academic Institution**

- Privately Funded Academic Institution (non-government funded)
- Government Funded Academic Institution

**DATA USE INFORMATION**

<b>Do your end users have arrest powers?</b>	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
<b>Will you be using the product in relation to the collection of consumer debt (i.e., financial obligations of a consumer relating to a transaction for personal, family, or household purpose)?</b>	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
<b>Will you have end users at any location other than listed above?</b> – If yes, please attach a completed Addendum to Account Validation and Certification Form – Multiple Locations.	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
<b>Are you requesting “unmasked data” or full display of full Security Numbers, full Date of Birth and/or Driver’s License information?</b> – If yes, please attach a completed Addendum to Account Validation and Certification Form – Unmasked Data Request	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
<b>Will you be using the product, in whole or part, for any consumer-initiated application in order to determine and individual’s eligibility for employment, credit, housing, insurance for personal, family, household or government benefit-related purposes?</b>	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
If you are using World-Check data in order to screen an individual, either in their individual capacity or in relation to a business, to determine whether to enter into a business relationship, you understand and agree that you must direct your search subject to the World-Check Privacy Statement located at, <a href="https://risk.thomsonreuters.com/en/terms-of-business/world-check-privacy-statement.html">https://risk.thomsonreuters.com/en/terms-of-business/world-check-privacy-statement.html</a> .	<input checked="" type="checkbox"/> Agreed	<input type="checkbox"/> No

To assist in conducting investigations by a Law Enforcement Agency				
Describe in detail your purpose/use case for using this product:				

**PERMISSIBLE USE SELECTIONS**

**Permissible Use under Gramm Leach Bliley Act**

Your use of certain consumer data within the product is limited by the U.S. Gramm-Leach-Bliley Act (15 U.S.C. 6801 et. seq.). In order to access this data, you must indicate your permissible use(s) below. If you do not have a permissible use, you must select the "no permissible use" option.

- You certify there is no permissible use.
- For use by a person holding a legal or beneficial interest relating to the consumer.
- For use in complying with federal, state, or local laws, rules, and other applicable legal requirements.
- For use as necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
- For use in complying with a properly authorized civil, criminal, or regulatory investigation, subpoena, or summons by federal, state, or local authorities.
- For use to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability.
- For use by any Law Enforcement Agency, self-regulatory organizations or for an investigation on a matter related to public safety.
- To persons acting in a fiduciary or representative capacity on behalf of the consumer.
- For required institutional risk control or for resolving consumer disputes or inquiries.
- With the consent or at the direction of the consumer.

**Permissible Use under Drivers Privacy Protection Act**

Your use of certain driver's record and vehicle data is limited by the U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.). In order to access this data, you must indicate your permissible use(s) below. If you do not have a permissible use, you must select the "no permissible use" option.

- You certify there is no permissible use.
- For official use by a Court, Law Enforcement Agency or other Government agency.
- To verify or correct information provided to you by a person in order to prevent fraud, pursue legal remedies or recover a debt; skip tracing.
- For use in connection with a civil, criminal or arbitral legal proceeding or legal research.
- For use in connection with an insurance claims investigation or insurance antifraud activities.

**NEXT STEPS**

- The information provided on this AVC form will be reviewed by our internal credentialing team and, if required, an onsite inspection will be conducted by Thomson Reuters authorized third party. To coordinate the onsite inspection, the third party will contact you directly to arrange a convenient day and time for the visit. Law enforcement agencies and federal and state government agencies are not required to complete an onsite inspection.
- The inspector will seek to verify, among other things, the physical, technical and/or administrative safeguards in place to keep Thomson Reuters data safe and confidential.
- The onsite inspection will last approximately 30 minutes, during which time the inspector will ask certain questions and gather observations intended to validate the information provided on this AVC Form. In addition, as is customary in the industry, the inspector will take a few photos of the premises, internal and external, to document your physical location as well as security measures and safeguards. At the time of the inspection, it is important that you assign an individual(s) capable of answering pertinent questions to meet with the inspector.

**Please provide the name and phone number of the person you would like us to contact to schedule the required on-site inspection (s).**

	Name	N/A	Telephone Number:
			Email:

**Has Thomson Reuters onsite inspected any of your locations in the last 6 months?**

<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes
-------------------------------------	----	--------------------------	-----

Account Name	Account Number
If yes, approximately when was the onsite performed	

**CERTIFICATIONS**

By signing below, you certify that:

- **YOU UNDERSTAND THAT THOMSON REUTERS IS NOT A CONSUMER REPORTING AGENCY AND THIS SERVICE DOES NOT CONSTITUTE A "CONSUMER REPORT" AS SUCH TERM IS DEFINED IN THE FEDERAL FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C.A. §§ 1681 ET SEQ. YOU ARE STRICTLY PROHIBITED FROM USING ANY DATA, IN WHOLE OR IN PART, AS A FACTOR IN ESTABLISHING A CONSUMER'S ELIGIBILITY FOR CREDIT, INSURANCE, EMPLOYMENT, OR FOR ANY OTHER PURPOSE AUTHORIZED UNDER THE FCRA OR AS THE BASIS FOR TAKING ADVERSE ACTION REGARDING ANY CONSUMER APPLICATION.**
- End users will access and use the data, including personally identifiable information, in accordance with all applicable laws, rules, and regulations. No individual shall access records that require a permissible use unless such a permissible use exists. It is your responsibility to seek guidance and clarification in case of any questions about the proper use of a product. **YOU ARE RESPONSIBLE FOR ANY UNAUTHORIZED COLLECTION, ACCESS, USE, AND DISCLOSURE OF ANY DATA ACCESSED THROUGH OUR PRODUCTS.**
- You will ensure that Thomson Reuters products are accessed and used in a manner that always preserves the strict confidentiality of all data. You agree to put processes in place to ensure that you and all authorized users comply with the following both when working from your authorized business location(s) and remotely: (1) products will only be accessed through password protected Wi-Fi networks, virtual private networks, and other secure applications and methods of communications, (2) all security measures on laptops and other devices will be activated before accessing our products, (3) authorized users will never extract or store data remotely on laptops or mobile devices, (4) authorized users will not write down or maintain any data in an unsecure fashion in any form, (5) laptops or device screens will not be visible through exterior windows when accessing our products, (6) authorized users will not access products in a public areas or where conversations could be overheard, and (7) authorized users will not allow anyone to use their work laptop or other device for any reason.
- You will maintain a comprehensive information security program, including systems, facilities, and procedures to safeguard the data and that you have experience in maintaining the confidentiality, security, and appropriate use of such information.

- You agree to immediately notify Thomson Reuters of any actual or suspected breach or access to data that may result in the unauthorized collection, access, use or disclosure of any data. You agree to make all reasonable efforts to assist Thomson Reuters and our data providers in relation to any investigation, claim, litigation or other action related to your access, use or disclosure of data.
- You and your end users are not and will not be involved in credit fraud, identification theft, stalking, harassment, any unethical business practices or illegal activity nor will you further such activities by your customers.
- All information provided on this AVC Form and addendum(s) is true and correct and is applicable to all of your authorized users and locations. You will immediately notify Thomson Reuters of any changes to the information provided in this form or during the credentialing process, including location changes. You understand that Thomson Reuters may periodically require you to re-certify the information provided herein.
- You are an authorized signatory for this account.

**AUTHORIZED REPRESENTATIVE:**

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Once this document is completed and signed by an authorized representative, please provide it to your West Sales Consultant with a signed order or fax it to 866-294-1042 or email to [west.avtcredentials@thomson.com](mailto:west.avtcredentials@thomson.com).

All information is subject to verification and approval by Thomson Reuters.



THOMSON REUTERS™

# Order Form

# Order ID:Q-01505006

Contact your representative [anthony.cicchese@thomsonreuters.com](mailto:anthony.cicchese@thomsonreuters.com) with any questions. Thank you.

### Subscriber Information

**Sold To Account Address**

Account #: 1005643619  
Stevensville Police DEPT  
PO BOX 30  
STEVENSVILLE MT 59870-0030 US

“Customer”

**Shipping Address**

Account #: 1005643619  
Stevensville Police DEPT  
PO BOX 30  
STEVENSVILLE MT 59870-0030 US

**Billing Address**

Account #: 1005643619  
Stevensville Police DEPT  
PO BOX 30  
STEVENSVILLE, MT 59870-0030 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means “West”, “we” or “our” and Customer means “Subscriber”, “you”, “my” or “I”. Subscription terms, if any, follow the ordering grids below

### Clear Fixed Rate / Window Products

### ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
41308780	CLEAR Proflex	\$200.00	36

### Minimum Terms

Your subscription is effective upon the date we process your order (“Effective Date”) and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form. You are also responsible for all Excluded Charges as defined below.

### Post Minimum Terms

At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

**Federal Government Subscribers Optional Minimum Term.** Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

### Miscellaneous

**Thomson Reuters General Terms and Conditions**, apply to all products ordered including ebooks, and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

**Thomson Reuters General Terms and Conditions for Federal Subscribers** is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

**Applicable Law.** If you are a state or local governmental entity, your state’s law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

**Regulated Data.** Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during

the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Excluded Charges And Schedule A Rates.** If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf> and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

**eBilling Contact.** All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**CLEAR Fixed Rate Usage :** If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

**Batch Usage :** If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at <http://legalsolutions.com/schedule-a-clear>.

**Existing Vigilant Subscribers:** We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

**Enterprise Law Enforcement Subscribers:** You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

**CLEAR Subscribers via an Alliance Partner.** In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

**. For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)**



I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

**Additional Order Form Terms and Conditions**

**Government Non Availability of Funds for Online, Practice Solutions or Software Products**

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document,(e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

**Signature for Order ID: Q-01505006**

**ACKNOWLEDGEMENT Q-01505006**

**I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.**

\_\_\_\_\_  
**Signature of Authorized Representative for order**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**

This Order Form will expire and will not be accepted after 11/12/2021 CT.



THOMSON REUTERS

# Attachment

# Order ID:Q-01505006

Contact your representative [anthony.cicchese@thomsonreuters.com](mailto:anthony.cicchese@thomsonreuters.com) with any questions. Thank you.

Order ID: Q-01505006

### Payment, Shipping and Contact Information

**Payment Method:**

Payment Method: Bill to Account  
Account Number: 1005643619

**Order Confirmation Contact (#28)**

Contact Name:Sosa, Macario  
Email:mac@townofstevensville.com

### ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1005643619	Stevensville Police DEPT	PO BOX 30 STEVENSVILLE MT 59870-0030 US	New

### ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	41308780	CLEAR Proflex
4	Seats	41882302	CLEAR for Law Enforcement Plus
1	Seats	41913616	CLEAR Criminal Justice Arrest Gateway PRO Add Seat

### Account Contacts

Contact Name	Email Address	Customer Type Description
Mac Sosa	mac@townofstevensville.com	CLEAR PRIMARY CONT
Mac Sosa	mac@townofstevensville.com	EML PSWD CONTACT

### IP Address Information

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
111.11.111.11	11.111.11.111				

### Charges During Minimum Term

Material #	Product Name	Year 1 Monthly Charges	% Incr Yr1-Yr2	Year 2 Monthly Charges	% Incr Yr2-Yr3	Year 3 Monthly Charges	% Incr Yr3-Yr4	Year 4 Monthly Charges	% Incr Yr4-Yr5	Year 5 Monthly Charges
41308780	CLEAR Proflex	\$200.00	5.00%	\$210.00	5.00 %	\$220.50	N/A	\$N/A	N/A	\$N/A

### Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing.

**File Attachments for Item:**

b. Discussion/Decision: Resolution No.497, A Resolution Declaring Certain Town Property as Surplus and Authorizing its Disposal



## Stevensville Town Council Meeting

### Agenda Item Request

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

<b>Agenda Item Type:</b>	New Business
<b>Person Submitting the Agenda Item:</b>	Chief Mac Sosa
<b>Second Person Submitting the Agenda Item:</b>	
<b>Submitter Title:</b>	Department Head
<b>Submitter Phone:</b>	
<b>Submitter Email:</b>	
<b>Requested Council Meeting Date for Item:</b>	10/14/2021
<b>Agenda Topic:</b>	Discussion/Decision: Resolution No.497, A Resolution Declaring Certain Town Property as Surplus and Authorizing its Disposal
<b>Backup Documents Attached?</b>	Yes
<b>If no, why not?</b>	
<b>Approved/Disapproved?</b>	Approved
<b>If Approved, Meeting Date for Consideration:</b>	10/14/2021
<b>Notes:</b>	



**TOWN COUNCIL  
Agenda Communication**

**Regular Meeting  
October 14, 2021**

**Agenda Item:** Discussion/Decision: Resolution No.497, A Resolution Declaring Certain Town Property as Surplus and Authorizing its Disposal

**Other Council Meetings**

**Exhibits**

*This agenda item provides Council with the ability to declare certain town property as surplus and authorizing its disposal.*

**Background:**

The Stevensville Police Department is requesting the surplus of two Dodge Charger patrol vehicles. The sale of these two vehicles would provide funds to purchase a newer model vehicle that is all wheel drive and will better meet the needs of the police department and its officers as they respond to calls within the city limits of Stevensville and traveling for trainings.

The Stevensville Police Department acquired two new vehicles in the last fiscal year budget 20/21.

Details about the surplus property is available to the Town Council in the attached letter from Chief Sosa.

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

**Alternative(s):** Do not approve the surplus of the two patrol vehicles.

**MOTION**

**I move to:** approve the surplus and authorizing the disposal of town owned property through Resolution No. 497.



# STEVENSVILLE POLICE DEPARTMENT

*Chief Macario Sosa, Jr.*

102 Main Ste D. • P.O. Box 30 Stevensville, MT 59870 • 406-777-3011



**October 1, 2021**

Stevensville Council Members:

The Stevensville Police Department asks for the authorization to surplus two police vehicles so that the funds obtained through that surplus can be used to purchase a newer vehicle.

The two vehicles are:

A 2009 Dodge Charger bearing VIN # 2B3KA43T49H536978 and an Inventory # of 104IV16.

A 2012 Dodge Charger bearing VIN # 2C3CDXAT4CH234147 and an Inventory # of 107LV0033.

Thank you for your consideration in this matter.

Macario (Mac) Sosa, Jr.  
Chief of Police

**RESOLUTION NO. 497**

**A RESOLUTION OF THE STEVENSVILLE TOWN COUNCIL DECLARING CERTAIN TOWN PROPERTY AS SURPLUS AND AUTHIRIZING ITS DISPOSAL**

**WHEREAS**, the following items of Town owned property have served their useful life for the Town of Stevensville purposes and needs and are no longer being used or operated by the Town; and,

**WHEREAS**, the Town does not anticipate using or operating said property at any time in the future; and,

**WHEREAS**, Montana Code Annotated 7-8-4201 authorizes the Town Council to sell, dispose of, donate, or lease any property belonging to the Town; and,

**NOW THEREFORE BE IT RESOLVED**, by this Town Council of the Town of Stevensville, that if any property is sold to other than a county or political subdivision, bids will be taken pursuant to 7-5-4307 MCA;

**BE IT FURTHER RESOLVED THAT**, if any property is sold or transferred to a county or political subdivision, the sale or transfer shall be subject to provisions of Section 7-8-101 MCA;

**THE FOLLOWING ITEMS ARE HEREBY DECLARED SURPLUS**

2009 Dodge Charger VIN #2B3KA43T49H536978

2012 Dodge Charger VIN #2C3CDXAT4CH234147

**PASSED AND ADOPTED** this 14<sup>th</sup> day of October 2021, after motion and second at a regular meeting of the Town Council.

Approved

Attest:

\_\_\_\_\_  
Brandon E. Dewey, Mayor

\_\_\_\_\_  
Jenelle Berthoud, Town Clerk

**File Attachments for Item:**

c. Discussion/Decision: Award of Construction Contract to J&J Excavating for the Park Ave Sewer Main Extension Project





## Stevensville Town Council Meeting

### Agenda Item Request

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

<b>Agenda Item Type:</b>	New Business
<b>Person Submitting the Agenda Item:</b>	Brandon Dewey
<b>Second Person Submitting the Agenda Item:</b>	
<b>Submitter Title:</b>	Mayor
<b>Submitter Phone:</b>	
<b>Submitter Email:</b>	
<b>Requested Council Meeting Date for Item:</b>	10/14/2021
<b>Agenda Topic:</b>	Discussion/Decision: Award of Construction Contract to J&J Excavating for the Park Ave Sewer Main Extension Project
<b>Backup Documents Attached?</b>	Yes
<b>If no, why not?</b>	
<b>Approved/Disapproved?</b>	Approved
<b>If Approved, Meeting Date for Consideration:</b>	10/14/2021
<b>Notes:</b>	



**TOWN COUNCIL  
Agenda Communication**

**Regular Meeting  
October 14, 2021**

**Agenda Item:** Discussion/Decision: Award of Construction Contract to J&J Excavating for the Park Ave Sewer Main Extension Project

**Other Council Meetings**

**Exhibits**

- A. HDR Task Order No.8
- B. Special Town Council Meeting Bid Opening

*This agenda item provides Council with the ability to approve the construction contract for the Park Ave Sewer Main Extension Project.*

**Background:**

October 22, 2020, the Stevensville Town Council approved a task order with HDR Engineering to provide project management and design of the sewer main extension project on Park Avenue.

The proposed 1300 feet of sewer main would make service available to 13 lots and make sewer available to both occupied and undeveloped lands to the south if development occurs at some point in the future. Water service already exists in the area. 8-inch PVC sanitary sewer, approximately 60 linear feet of 4-inch PVC sanitary sewer laterals, associated manhole structures, a single water main tap and service, associated clearing, grubbing, and erosion control, and pavement restoration will be included in the project.

The Town of Stevensville accepted bids for the project and three bids were provided for the September 30, 2021, bid opening meeting. In front of the Town Council tonight is the construction contract from J&J Excavating for \$243,704.80.

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

**Alternative(s):** Do not approve the construction contract with J&J Excavating.

**MOTION**

**I move to:** approve the construction contract to J&J Excavating for the Park Ave. sewer main extension.



October 4, 2021

Brandon Dewey  
Town of Stevensville  
206 Buck Street  
Stevensville, Montana 59870

**RE: Park Avenue Sewer Main Extension**

Dear Mr. Dewey

Bids for construction of the Town of Stevensville's Park Avenue Sewer Main Extension Project were opened on September 30<sup>th</sup>. Three bids were received. The certified bid tabulation for the three bids is attached. The low bidder was J&J Excavating & Trucking Inc, out of Corvallis. J&J was the low bid by 8% from the second and 33% from the third bidder. We have reviewed their qualifications and find them to be a responsive and qualified contractor, and below the engineer's estimate. We recommend the City proceed with the steps necessary to award the base bid project to J&J for a total of \$243,704.80.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,  
HDR Engineering

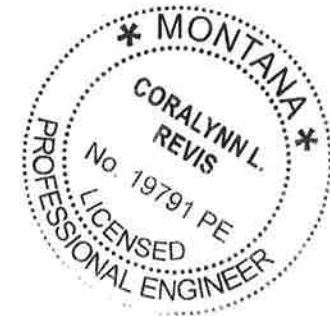
Coralynn L. Revis, PE  
*Project Manager*

Town of Stevensville Park Avenue Sewer

Bid No.	Time Received (PM) 9/30/2021	BIDDER	Total Bid	Complete Bid Form	Bid Bond/Security Provided	Addenda Acknowledged
1	2:21 PM	Mike Coleman Construction Inc.	\$365,129.60	X	X	X
2	2:54 PM	3 Rivers Landworks	\$263,890.00	X	X	X
3	4:53 PM	J&J Excavating & Trucking Inc.	\$243,704.80	X	X	X
		<b>Engineer's Estimate</b>	<b>\$325,000.00</b>			

Bid Item Breakdown

Item No.	Description	Mike Coleman	3 Rivers	J&J
1	Mobilization	\$ 53,227.20	\$ 25,000.00	\$ 1,490.00
2	Taxes Bonds	\$ 7,920.00	\$ 10,000.00	\$ 11,583.00
3	8 Inch Sanitary	\$ 142,299.90	\$ 142,650.00	\$ 82,908.30
4	4 Inch Laterals	\$ 6,473.40	\$ 8,000.00	\$ 4,489.20
5	Manholes	\$ 63,712.46	\$ 51,240.00	\$ 56,148.05
6	2 Inch Water Service	\$ 8,601.12	\$ 7,000.00	\$ 4,362.00
7	Pavement	\$ 69,895.52	\$ 12,000.00	\$ 68,021.25
8	Traffic Control	\$ 13,200.00	\$ 8,000.00	\$ 14,703.00
	<b>Total</b>	<b>\$ 365,129.60</b>	<b>\$ 263,890.00</b>	<b>\$ 243,704.80</b>



*Coralynn Revis*  
 \_\_\_\_\_  
 Coralynn Revis, HDR Engineering, Inc.

**SECTION 00500**  
**AGREEMENT FORM**

This Agreement is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, by and between

Town of Stevensville, hereinafter called "Owner"  
and

J&J Excavating & Trucking Inc.  
hereinafter called Contractor. Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK**

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

The construction of approximately 1,290 linear feet of 8-inch PVC sanitary sewer, approximately 60 linear feet of 4-inch PVC sanitary sewer laterals, associated manhole structures, associated clearing, grubbing, and erosion control, and pavement restoration to the limits shown on the plans.

**Article 2. THE PROJECT**

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

**Park Avenue Sewer Main Extension**

**Article 3. ENGINEER**

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

**Article 4. CONTRACT TIME**

**4.01** Time of the Essence.

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

**4.02** Days to achieve Substantial Completion.

- A. Notice to Proceed for The Work will be April 1, 2022. The Work will be substantially complete within\_30\_days after the date when the Contract Time commences to run as provided in paragraph 4.03 of the General Conditions.

#### **4.03 Liquidated damages.**

- A. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two hundred and fifty dollars (\$250.00) for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete.

### **Article 5. CONTRACT PRICE**

**5.01** Owner shall pay Contractor for completion of the work in accordance with the Contract Documents an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item that is constructed and accepted. Unit prices are those listed in the Unit Price Schedule of the Bid Form attached as Exhibit A to this Agreement. Estimated quantities used for bidding purposes are not guaranteed. Payment will be for actual quantities as determined by Engineer in accordance with Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

### **Article 6. PAYMENT PROCEDURES**

#### **6.01 Submittal and Processing of Payments:**

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

#### **6.02 Progress Payments; Retainage:**

- A. Owner shall make progress payments in accordance with Article 14 of the General Conditions on account of the Contract Price based on Contractor's Applications for Payment as recommended by Engineer, once each month during construction as provided below. All progress payments will be based on the progress of the Work measured by the number of units of each bid item completed times the bid unit price in the Unit Price Schedule of the Bid Form for that item.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the sum of the unit price items less the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, in accordance with paragraph 14.02 of the General Conditions.
    - i. The Owner shall retain five percent (5%) of the amount of each payment until

final completion and acceptance of all Work covered by the Contract Documents.

- ii. Retainage will be five percent (5%) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.02 of the General Conditions).
2. Upon Substantial Completion and at the Owner's discretion, the amount of retainage may be further reduced if requested by the Contractor.

**6.03 Final Payment:**

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

**Article 7. INTEREST:**

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

**Article 8. CONTRACTOR'S REPRESENTATION:**

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

- A. Contractor has examined and carefully studied the Contract Documents (including all Addenda) listed in paragraph 9 and the other related data identified in the Bidding Documents
- B. Contractor has visited the site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, performance or furnishing of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Provisions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.
- E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor including applying the specific means, methods, techniques,

sequences and procedures of construction, if any, expressly required by the Contract Documents to be employed by the Contractor, and safety precautions and programs incidentthereto.

- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **Article 9. CONTRACT DOCUMENTS:**

### **9.01 Contents**

- A. The Contract Documents consist of the following:
  - 1. This Agreement;
  - 2. Performance Bond;
  - 3. Payment Bond;
  - 4. General Conditions for Public Works Projects (incorporated by reference);
  - 5. Supplementary Conditions (incorporated by reference);
  - 6. Special Provisions;
  - 7. Specifications as listed in the table of contents of the Project Manual;
  - 8. Drawings consisting of a cover sheet and sheets numbered G-1 through C-4 with each sheet bearing the following general title: Park Avenue Sewer Main Extension;
  - 9. Addenda (Number 3, inclusive);
  - 10. Exhibits to this Agreement:
    - i. Notice To Proceed;
    - ii. Contractor's Bid Form;
    - iii. Documentation submitted by Contractor prior to Notice of Award.
  - 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - i. Written Amendments;
    - ii. Work Change Directives;
    - iii. Change Order(s).
  - 12. Contractor's Insurance Guide.
  - 13. Certificates of Insurance.
  - 14. State of Montana Prevailing Wage Rates Heavy Construction 2021.
  - 15. Montana Public Works Standard Specifications, Sixth Edition, dated April 2010,



- (incorporated by reference);
16. The documents listed in paragraph 9.01.A. are attached to this Agreement (except as expressly noted otherwise above).
  17. There are no Contract Documents other than those listed above in this Article 9.
  18. The Contract Documents may only be amended, modified, or supplemented as provided in paragraphs 3.04 of the General Conditions.

## **Article 10. MISCELLANEOUS:**

### **10.01 Terms.**

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

### **10.02 Assignment of Contract.**

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

### **10.03 Successors and Assigns**

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

### **10.04 Severability**

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

IN WITNESS WHEREOF, Owner and Contractor have signed 6 copies of Agreement. Three counterparts have been delivered to Owner, two to Contractor and one to Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the effective date of the Agreement).

This Agreement shall not be effective unless and until concurred by Funding Agency's (if any) designated representative.

Owner Town of Stevensville

Contractor J&J Excavating & Trucking Inc.

By \_\_\_\_\_

By

(Signature)

(Signature)

Attest \_\_\_\_\_

Attest

(Signature)

(Signature)

Address for giving notices:

Address for giving notices:

206 Buck Street

Stevensville, MT 59870

Phone No. 406-777-5271

Phone No.

FAX No. 406-777-4284

FAX No.

(CORPORATE SEAL)

(SEAL)

(If OWNER is a public body, attach evidence  
Registration No. of authority to sign and resolution or other  
documents authorizing execution of Owner -  
service of process: Contractor Agreement.

Contractor

Agent for

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

Owner's Designated Representative:

Contractor's Designated

Representative: Name: Steve Kruse

Name:

Title: Public Works Director

Title: \_\_\_\_\_

Address: 206 Buck Street

Address:

Stevensville, MT 59870

Phone No.: 406-777-5271

Phone No.:

FAX No.: 406-777-4284

FAX No.:

**END OF SECTION**

# NOTICE OF AWARD

Date of Issuance:

Owner: Town of Stevensville

Owner's Project No.:

Engineer: HDR Engineering

Engineer's Project No.: 10256142

Project: Town of Stevensville  
Park Avenue Sewer Main Extension

Contract Name: N/A

Bidder: J&J Excavating & Trucking Inc.  
Bidder's Address: 1004 Eastside Hwy., Corvallis, MT  
59828

You are notified that the Owner has accepted your Bid dated September 30, 2021 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The Town of Stevensville Park Avenue Sewer Main Extension Project consists of the construction of approximately 1,290 linear feet of 8-inch PVC sanitary sewer, approximately 60 linear feet of 40inch PVC sanitary sewer laterals, associated manhole structures, a single water main tap and service, associated clearing, grubbing, and erosion control, and pavement restoration to the limits shown on the plans.

The Contract Price of the awarded Contract is \$243,704.80. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Five (5) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner five (5) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited. Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Town of Stevensville

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Copy: Engineer

**File Attachments for Item:**

d. Discussion/Decision: Second Addendum to Attorney Contract with City Attorney Scott Owens



## Stevensville Town Council Meeting

### Agenda Item Request

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

<b>Agenda Item Type:</b>	New Business
<b>Person Submitting the Agenda Item:</b>	Brandon Dewey
<b>Second Person Submitting the Agenda Item:</b>	
<b>Submitter Title:</b>	Mayor
<b>Submitter Phone:</b>	
<b>Submitter Email:</b>	
<b>Requested Council Meeting Date for Item:</b>	10/14/2021
<b>Agenda Topic:</b>	Discussion/Decision: Second Addendum to Attorney Contract with City Attorney Scott Owens
<b>Backup Documents Attached?</b>	Yes
<b>If no, why not?</b>	
<b>Approved/Disapproved?</b>	Approved
<b>If Approved, Meeting Date for Consideration:</b>	10/14/2021
<b>Notes:</b>	



**TOWN COUNCIL  
Agenda Communication**

**Regular Meeting  
October 14, 2021**

**Agenda Item:** Discussion/Decision: Second Addendum to Attorney Contract with City Attorney Scott Owens

**Other Council Meetings**

**Exhibits**

A. Second Addendum

*This agenda item provides Council with the ability to approve a second addendum for the city attorney Scott Owens.*

**Background:**

Mr. Scott Owens came to the Town of Stevensville with a law degree from the University of Montana. Mr. Owens opened his own practice in 2013 and provided legal services in multiple areas of law along with assistance with legal matters to mayor's and city councils in Montana.

Mr. Scott Owens entered into contract on July 12, 2019, with the Town of Stevensville to provide legal services to the town and the city court.

In June of 2021 Mr. Owens gave his notice of resignation informing the town council and the mayor that he would not be renewing his contract on July 12, 2021. Mr. Owens has accepted a general counsel position in Helena, MT. We thank him for his time and dedication to the Town of Stevensville and his professionalism in addressing legal issues for the past two years.

The second addendum in front of the Town Council this evening is to provide further extension of legal services through October 31, 2021.

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

**Alternative(s):** Do not approve the second addendum of the attorney contract.

**MOTION**

**I move to:** approve the second addendum to the attorney contract with City Attorney Scott Owens.



**TOWN OF STEVENSVILLE  
SECOND ADDENDUM TO ATTORNEY CONTRACT**

This is the Second Addendum to that certain Attorney Contract made and entered into on the 12<sup>th</sup> day of July, 2019 by and between the Town of Stevensville, a Municipal Corporation, 206 Buck Street, Stevensville, Montana 59870 hereinafter referred to as “Town”, and Scott B. Owens, Attorney at Law, 2525 Colonial Drive, Suite C, Helena, MT 59601, hereinafter referred to as “Contractor”.

WHEREAS, Contractor has submitted his letter of intent to resign, the Town is currently seeking replacement legal counsel, and the Town still requires legal counsel in the interim.

It is further understood and agreed that, except as amended in the First Addendum to Attorney Contract, all the provisions of the said Contract of July 12, 2019 shall remain in full force and effect and that this instrument is executed for the sole purpose of providing further extension of legal services through October 31, 2021. The effective date will be retroactive to the date of September 12, 2021.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals the day and year first above written.

Scott B. Owens  
Attorney at Law  
2525 Colonial Drive, Suite C  
Helena, MT 59601

Brandon Dewey – Mayor  
Town of Stevensville - Mayor  
206 Buck Street  
Stevensville, MT 59870

By: \_\_\_\_\_  
Scott B. Owens

By: \_\_\_\_\_  
Mayor

Attest:

By: \_\_\_\_\_  
City Clerk

**File Attachments for Item:**

e. Discussion/Decision: Consent to the Mayor's Appointment of Greg Overstreet as City Attorney and Approving a Contract for Services



## Stevensville Town Council Meeting

### Agenda Item Request

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

<b>Agenda Item Type:</b>	New Business
<b>Person Submitting the Agenda Item:</b>	Brandon Dewey
<b>Second Person Submitting the Agenda Item:</b>	
<b>Submitter Title:</b>	Mayor
<b>Submitter Phone:</b>	
<b>Submitter Email:</b>	
<b>Requested Council Meeting Date for Item:</b>	10/14/2021
<b>Agenda Topic:</b>	Discussion/Decision: Consent to the Mayor's Appointment of Greg Overstreet as City Attorney and Approving a Contract for Services
<b>Backup Documents Attached?</b>	Yes
<b>If no, why not?</b>	
<b>Approved/Disapproved?</b>	Approved
<b>If Approved, Meeting Date for Consideration:</b>	10/14/2021
<b>Notes:</b>	



**TOWN COUNCIL  
Agenda Communication**

**Regular Meeting  
October 14, 2021**

**Agenda Item:** Discussion/Decision: Consent to the Mayor's Appointment of Greg Overstreet as City Attorney and Approving a Contract for Services

**Other Council Meetings**

**Exhibits**

- A. Statement of Qualification
- B. Contract for Services

*This agenda item provides Council with the ability to consent to the mayor's appointment of Greg Overstreet as city attorney and approving a contract for services.*

**Background:**

Mr. Overstreet has provided his statement of qualifications to the Town of Stevensville to fulfill the duty of city attorney. Mr. Overstreet has experience in law dating back to 1993 when he graduated from Seattle University School of Law. His areas of experience include corporate law, open government law, civil commercial, constitutional, and regulatory litigation, lobbying, land use, water law, city prosecutor and city attorney.

Mr. Overstreet has stated in his statement of qualifications that based on his semi-retired status he would not have a problem providing designated hours or time of availability to the Town of Stevensville. Mr. Overstreet has been a city prosecutor before, and this experience would carry over into city court for the Town of Stevensville. Mr. Overstreet's office is located in Stevensville providing ease for elected officials or staff to meet. Mr. Overstreet would like to meet with each elected official, department head and anyone else that the Town suggests being brought up to speed on the issues they face, this would be at no charge to the Town.

Mr. Overstreet's contract is included with this agenda item for your approval.

A statement of qualifications has been provided to the Town Council.

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

**Alternative(s):** Do not consent to the mayor's appointment of Greg Overstreet as city attorney and approving a contract for services.

**MOTION**

**I move to:** approve the appointment of Greg Overstreet as city attorney and approving a contract for services.



300 Main Street, Suite 203 | Stevensville, MT 59870 | (406) 209-8592 | Greg@OverstreetLawGroup.com

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September 23, 2021

Town of Stevensville  
206 Buck Street  
Stevensville, MT 59870

Via Email to [clerk@townofstevensville.com](mailto:clerk@townofstevensville.com)

Dear Town of Stevensville:

Please accept my Statement of Qualifications in response to the Town's 2021 Request for Qualifications to Provide Legal Services for the Town of Stevensville ("RFQ").

My Statement of Qualifications covers providing legal services both as City Attorney and City Prosecutor.

### **Introduction**

I am a new attorney in Stevensville – but not a new attorney. I have been practicing law, much of which involved governmental entities – for 28 years. Partly to enjoy a slower pace of life, I recently moved from Washington state and have settled down in the amazing town of Stevensville. I am licensed to practice law in Montana.

I am semi-retired but want to contribute by serving as the City Attorney because of all the interesting legal issues that confront a town. Municipal law work is mentally stimulating and very interesting. I enjoy it.

As a semi-retired attorney, I am very selective about the work I accept. I don't want to – or need to – take every client that comes along. If I am selected as the City Attorney, the Town would be my main client. (I currently have some clients but do very little work for them. I also have an emerging mediation practice, but mediations are not time consuming. I can't imagine mediations

or minor work for my other clients would interfere with work for the Town.) I would not become “too busy” to give the Town the attention and thorough legal advice it deserves.

I have been an in-house for two large entities (a financial services company and a multi-state security company) and have developed an approach to advising them: I am simply there to describe the legal landscape and what the entity can or cannot do. I do not make policy; I merely advise about the law. The entity decides what it wants to do – but it has comprehensive legal advice about the legal advantages or risks involved in their decision.

A question sometimes arises in municipal law of “Who is the client?” A city attorney represents the municipality as a whole, not individuals within the municipal leadership structure. There cannot be advice to parts of the city’s leadership with others in leadership being excluded. My client would be the “Town” – and the Town is embodied by the Mayor and all the Council members.

To ensure that I am giving legal advice to all of the Town’s leadership, I would ask the Town to establish a single email address through which all of my legal advice would flow. Emails from this address would go to the Mayor and all Council members. This will ensure that the Town as whole gets my legal advice.

I am not political. I am not an elected official. I have no “constituents”; I only have a client, which is the Town. I have no opinion on policy decisions made by elected officials (except to the extent they might clearly violate the law). I will be the straight shooter who calls balls and strikes. I have no agenda, except providing the best possible legal advice. I remember a conversation with one of my past clients who was the Attorney General of my former state. I was working on a very politically charged legal issue. He told me, “Leave the politics to me. That’s what I get paid for.” Those words have stuck with me throughout my career.

## **Experience**

The most important thing for the Town to consider when evaluating me is my legal experience. It is vast. My legal experience is available on my web site at <https://overstreetlawgroup.com/legal-experience/>, but allow me to present it here for your convenience:

### Bar Admissions

- Montana
- Washington
- Illinois (inactive status)
- Missouri (inactive status)

- United States Supreme Court
- Ninth Circuit Court of Appeals
- United States District Court (District of Montana) (pending)
- United States District Court (Western District of Washington)
- United States District Court (Eastern District of Washington)
- United States District Court (Southern District of Illinois)

### Experience

- 2021 to Present: General Counsel – Strategic Technologies and Analytics Group ([www.stag.technology](http://www.stag.technology))
  - Corporate law, employment law, government contracts
- 2021 to Present: Special Deputy Prosecuting Attorney for Jefferson County (Washington)
  - Open government law
- 2017 to Present: General Counsel – Security Services Northwest ([www.ssnwhq.com](http://www.ssnwhq.com))
  - Civil commercial litigation, civil rights, land use, environmental law, contracts, real estate
- 2016 to 2017: General Counsel – Freedom Foundation ([www.FreedomFoundation.com](http://www.FreedomFoundation.com))
  - Constitutional litigation
  - Managed six attorneys
- 2012 to 2016: Regulatory Counsel – Moneytree ([www.MoneyTreeInc.com](http://www.MoneyTreeInc.com))
  - Financial industry regulations, contracts
- 2007 to 2012: Partner – Allied Law Group ([www.AlliedLawGroup.com](http://www.AlliedLawGroup.com))
  - Open government law, media law
  - Managed two attorneys and one paralegal

- 2005 to 2007: Special Assistant Attorney General for Government Accountability – State of Washington
  - Open government law, administrative law, lobbying, public policy development
- 2001 to 2005: Of Counsel – Perkins Coie ([www.PerkinsCoie.com](http://www.PerkinsCoie.com))
  - Regulatory litigation, administrative law, lobbying, land use, water law, Indian law
- 1997 to 2001: General Counsel – Building Industry Ass’n of Washington ([www.biaw.com](http://www.biaw.com))
  - Lobbying, constitutional litigation, land use, corporate law
- 1993 to 1997: Associate – Suelthaus & Walsh (St. Louis)
  - General civil litigation
  - City Prosecutor for Webster Groves, Missouri
  - City Attorney for Marissa, Illinois

#### Education/Law Review

- 1993: Juris Doctorate – Seattle University School of Law
- 1991: Editor – Harvard Journal of Law & Public Policy
- 1989: Bachelor of Arts – University of Washington (Russian and Eastern European Regional Studies)

#### Judicial

- 2006 to 2007: Judge Pro Tem – Thurston County (Washington) District Court

#### Legal Publications and Statutes/Regulations Authored

- 2021: “Montana Rules of Statutory Interpretation” (as-yet unpublished)
- 2007: Drafted and lobbied passage of Washington media privilege statute, Revised Code of Washington 5.68.010



- 2007: Drafted and lobbied passage of statute requiring notice of pending eminent domain, Revised Code of Washington 8.25.290
- 2006: Editor-in-Chief – Washington State Bar Association Public Records Act Deskbook: Washington’s Public Disclosure and Open Public Meetings Laws
- 2006: Drafted and oversaw adoption of Attorney General’s Model Rules on Public Records, Washington Administrative Code chapter 44-14
- 2005 to 2007: Drafted and lobbied passage of various amendments to the Washington Public Records Act, Revised Code of Washington chapter 42.56
- 2001: Author – “The Nuts and Bolts of Amicus Curiae Briefs in Washington,” Washington State Bar News (October 2001)
- 2000: Co-Author – “The Quest for the Best Test to Vest: Washington’s Vested Rights Doctrine Beats the Rest,” 23 Seattle University Law Review 1043 (2000)
- 1997: Author – “Update on the Continuing and Dramatic Effect of the Ripeness Doctrine on Federal Land Use Litigation,” 20 Zoning and Planning Law Report 25 (1997)
- 1994: Author – “The Ripeness Doctrine of the Taking Clause: A Survey of Decisions Showing Just How Far Federal Courts Will Go to Avoid Adjudicating Land Use Cases,” 10 Florida State Journal of Land Use and Environmental Law 91 (1994)
- 1993: Author – “Re-empowering the Native American: A Conservative Proposal to Restore Tribal Sovereignty and Self-Reliance to Federal Indian Policy,” 14 Hamline Journal of Law and Policy 1 (1993)

### **City Attorney Responsibilities**

This table lists the city attorney’s responsibilities from the Town’s RFQ and my response to each one:

Responsibility	Response
<p>“Providing clear and concise legal advice and consultation as requested, to the Council and staff. Response is required within a mutually-agreed upon timeframe.”</p>	<p>My legal analysis and writing is very clear and concise (because I’ve done it so much). Given my semi-retired status and that I’m not taking on many (if any) other clients, my response times would be very quick.</p>
<p>“Attending regular and special Town Council meetings and occasional advisory board meetings and advising the Council on agenda items and procedural matters.”</p>	<p>This would be easy to do. I note that I would not bill the Town to attend meetings unless the Town specifically asked me to attend and authorized billing for the meeting.</p>
<p>“Providing guidance and training with regard to the legal requirements imposed by statute and common law.”</p>	<p>This, too, would be easy. I love teaching and have presented numerous legal classes. I have volunteered to teach Law 101 at the Stevensville High School and am waiting on word from the school if they would like me to proceed.</p>
<p>“Providing designated hours or times of availability, as agreed to with the Mayor and/or the Town Council.”</p>	<p>This would not be a problem. Given my semi-retired status, I would be very available.</p>
<p>“Drafting, reviewing or revising documents such as legal memos, contracts, ordinances and resolutions.”</p>	<p>I have extensive experience doing this for clients of the various law firms I’ve been in (legal memos), the companies I’ve served as in-house counsel (contracts). I routinely work with ordinances and resolutions in the litigation I have done with municipalities.</p>

Responsibility	Response
“Representing the Town in litigation.”	I have been litigating, often in cases involving government entities, for decades. I am familiar with working with insurance companies who might be taking on the defense of a case and giving timely and accurate reports on the status of the litigation to my client.
“Providing legal advice and assistance to operating departments with regard to employee workers’ compensation, employee disciplinary actions, and bargaining unit MOUs.”	I represented a trade association that operated one of the largest workers compensation programs in that state. I have provided employment-law advice to the companies I have represented as in-house counsel.
“Performing legal research and advising on issues related to land use.”	I have extensive land use experience. I litigated a large land use case for one of my clients and was general counsel for a home builder’s association. I have written scholarly legal publications on land use matters.
“Providing legal advice and assistance to Mayor, Council, and Staff with regard to interaction with local and state agencies.”	This would not be difficult. I have been navigating through state and local agencies in most of the work I’ve done in the past 28 years.

Responsibility	Response
“Researching and advising on municipal and other legal matters as requested by the Mayor or Town Council.”	I enjoy legal research and writing, especially on the wide-ranging and interesting legal issues a municipality encounters. Municipal law is directly or indirectly involved in the many of the litigation matters I’ve had.
“Representing the Town in City Court as the prosecuting attorney.”	I have been a city prosecutor before. It was a number of years ago, but city-court cases are very straight forward.

### Areas of Law to Be Covered

This table presents the Areas of Law to Be Covered in the Town’s RFQ and my responses to them.

Area of Law to Be Covered	Response
“General municipal law advisory”	As previously noted, I have been working with municipal law, directly or indirectly, for several years.
“Labor/employment, training and personnel investigations”	I have done this work for the companies at which I served as in-house counsel.
“Tax (federal, state, local)”	I am somewhat familiar with this topic, but do not claim to be an expert on it.

Area of Law to Be Covered	Response
“Housing Authority/HUD”	I am somewhat familiar with this topic, but do not claim to be an expert on it.
“Workers compensation (public entity employer)”	As previously noted, I am familiar with workers compensation laws.
“Election procedures and law”	I have worked on an election-law audit of a municipality.
“Urban Run-off”	I am somewhat familiar with this topic, but do not claim to be an expert on it.
“Solid waste/recycling”	I am familiar with this area of law. I worked on permitting a solid waste facility when I was the city attorney for Marissa, Illinois many years ago.
“Telecommunications (advisory and administrative proceedings)”	I have no experience in this area of law.
“Bankruptcy”	I am somewhat familiar with this area of law from my work as in-house counsel for a financial institution.
“Code enforcement”	I am familiar with this area of law, having represented land owners and a municipality (Marissa, Illinois) on it. I conducted a jury trial in a code enforcement case.
“Disability issues/FEHA/ADA”	I am somewhat familiar with this topic, but do not claim to be an expert on it.

Area of Law to Be Covered	Response
“Bidding and Procurement”	I have done bidding and procurement work before for clients at my former firm, Perkins Coie.
“Montana Public Records”	I am extremely experienced in public records matters, but in Washington not Montana. I suspect the concepts are very similar and my previous experience would largely transfer over to representing the Town on these matters.
Litigation Defense of:	
“Public entity tort claims”	I am very experienced with municipal tort claims.
“Labor and employment matters”	I have worked on a municipal labor issue.
“Public safety defense”	I have no experience with this type of litigation.
“Construction law/public works/prevaling wage matters”	I have litigated construction law cases and worked on a prevailing wage matter.
“Writ litigation and appellate procedures”	I am very experienced in this area. I have filed approximately a dozen writ cases and worked on dozens of appeals.

Area of Law to Be Covered	Response
Real property:	
“Condemnation/eminent domain”	I am somewhat familiar with this topic. I have drafted and lobbied for passage of a statute on notice of pending eminent domain actions by local governments.
“Unlawful detainer/eviction (commercial)”	I have litigated a case on this area of law.
“Development/redevelopment”	I have worked on development cases.
“Land use/environmental/hazardous materials/brownfields	I have extensive land use experience and have litigated a hazardous materials case.
“Storm water discharge”	I am somewhat familiar with this area of law from my work as the general counsel for a state home builder’s association.
“Water Use, including laws, regulations and local issues”	I worked on a case involving water law.
“Real estate transaction/commercial document preparation”	I am somewhat familiar with this area of law.
“Foreclosure”	I have no experience in this area of law.
Criminal Prosecution:	
“Trail Litigation”	I have one criminal case to a jury. I have been a city prosecutor for numerous non-jury trials.

Area of Law to Be Covered	Response
“Appellate Litigation”	I have no experience in criminal appeals.
“Investigation”	I have no experience in criminal investigations.
“Legal Writing”	I have no experience in legal writing concerning criminal law, but I am extremely experienced in all aspects of civil-law legal writing.
“Enforcement”	I have no experience in criminal-law enforcement.

### **Identification of Attorneys**

The attorney who would be providing legal services to the Town is me. I have no other attorneys at my firm.

The RFQ asks for a recommendation from three to five municipal attorneys. I don’t currently know any municipal attorneys well enough to ask for a recommendation.

However, I note that very recently a municipal attorney who I litigated against asked me to represent his municipality in limited matters after I obtained a successful outcome for my client against him. I am now a Special Deputy Prosecuting Attorney for Jefferson County, Washington after litigating against Jefferson County in a large civil rights and land use case. (I do very little work for Jefferson County so it would not prevent me from devoting my full attention to Town legal matters.)

### **Support Staff**

The RFQ asks for information on the support staff I would utilize. I have no support staff, but I have found that I don’t need any. I would not charge for support staff tasks.



### **Description of Services**

The RFQ asks for a description of services I would provide. I would provide all the services listed in the sections of the RFQ entitled “City Attorney Responsibilities” and “Areas of Law to Be Covered.” If I were unfamiliar with an area of law, I would – to keep the legal bill as low as possible – first contact city attorneys in surrounding towns and see if they had materials on the topic (assuming the topic wasn’t confidential). If that didn’t work, I would research the topic. I have a very extensive law library in my Stevensville office and am very good at finding legal answers from legal research. I’ve been doing it for several decades.

### **Rates and Charges**

I would charge the Town my deeply discounted billing rate of \$150 per hour. This is substantially lower than my regular rate.

Tax dollars are finite; money does not grow on trees. With my extensive experience, I often know answers off the top of my head or can research them quickly. Unlike an inexperienced attorney, I do not need to invent the wheel each time. Therefore, I can get much more done in an hour than an inexperienced attorney.

The past City Attorney’s hourly rate was, frankly, shockingly below market rates. Eighty dollars per hour cannot be the benchmark against which to compare other attorneys. My billing rate 28 years ago was \$95.

### **Availability and Commitment to Provide Legal Services**

This criterion is a strength for me. Since I am semi-retired and not really looking to take on other clients, I would be very available and able to provide timely legal advice. I might have a few mediations and, conceivably, a few other cases but, as previously mentioned, I am very selective on the cases I take nowadays.

Another reason I would be very available to the Town is that my office is in Stevensville, a few blocks from Town Hall. I can easily walk over and meet with elected officials or staff. Similarly, Town officials or staff can easily come by my office.

### **Knowledge to Stevensville Government Issues**

I have been reading local newspapers for months now to familiarize myself with my new town. I have a basic understanding of the issues facing the Town.

But I can do more. If I were selected to be the City Attorney, I would (at no charge) meet with each elected official, department heads, and anyone else the Town suggested to come up to speed on the issues they face.

### **Actual or Perceived Conflicts**

This is another criterion that is a strength for me. I don't have any clients or business relationships in the Town. Since I just moved here, I don't represent anyone here, so I have no conflicts of interest. I note that since I only know a handful of people in the Town, I cannot be biased or favor anyone. I don't know anyone well enough to be biased.

### **Conclusion**

This Statement of Qualifications to the Town's RFQ has been very detailed and, hopefully, presents the Town with all the information it needs. If not, please contact me.

In sum, I have extensive legal experience in many of the most important issues facing the Town, or I at least am familiar with most of the topics. When I do not have any experience in a particular topic, I have candidly admitted so – but I can find answers to things I don't currently know. That's how I gained experience on so many topics.

Given my semi-retired status, I can easily give the Town the attention it deserves. I am right here in town so I am very accessible.

My hourly rate is reasonable; in fact, it's deeply discounted. My experience allows me to solve legal problems more quickly – which means more inexpensively – than many other attorneys who have less experience.

Finally, I have no conflicts of interest whatsoever.

I hope to be the Town of Stevensville's next City Attorney.

Sincerely,



Greg Overstreet

**TOWN OF STEVENSVILLE  
ATTORNEY CONTRACT**

THIS CONTRACT, effective this 15<sup>th</sup> day of October, 2021, by and between the Town of Stevensville, a Municipal Corporation, 206 Buck Street, Stevensville, Montana 59870 hereinafter referred to as "Town", and Overstreet Law Group, LLC, 300 Main Street, Suite 203, Stevensville, MT 59870, hereinafter referred to as "Contractor";

**WITNESSETH:**

WHEREAS, the Town requires legal counsel to review, counsel, advise, defend, and represent the Town on civil matters including, but not limited to litigation, zoning, planning, development, construction, municipal assessments, special improvement districts, annexation, disability claims, liability claims, election law; and

WHEREAS, the Town requires legal counsel to prosecute criminal matters before the Municipal Court of Stevensville, the District Court of Ravalli County, and the Montana Supreme Court; and

WHEREAS, the Town desires a Contractor to represent it relative to these needs for a period of 3 (three) years; and

WHEREAS, the Town Council is authorized specifically by statute to retain an attorney on terms mutually agreeable to the Town and the Contractor;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is hereby agreed as follows:

1. Representation: The Contractor shall represent the Town and the Town Council relative to civil matters in all courts of Montana, the United States and all administrative hearings and agencies. The Contractor is not expected to represent the Town in defending liability and Worker's Compensation matters expected to be covered by existing insurance wherein the insurance contract provides its own defense counsel.

2. Consultation: The Contractor shall participate in meetings, research, conferences, opinions, and general consultation with the Town.

3. Meetings: At the Mayor's request, the Contractor shall attend Town Council meetings and special meetings other Town Boards and Commissions.

4. Opinions: The Contractor shall render opinions to the Town Mayor and Town Council upon the specific request of those parties.

5. Municipal Court: The Contractor will be responsible for representation of the Town before the Municipal Court of Stevensville or any appeals therefrom.

6. Conflicts: The Contractor shall not represent any individual in any adverse hearing or in any court appearance in which the Town is an adverse party.

7. Notice of Claim: The Contractor shall immediately notify the Town Mayor and subsequently the Town Council of any claim, demand, complaint, or cause of action filed, delivered, or served on the Contractor, and the Mayor of the Town of Stevensville shall immediately notify the Contractor to the same effect relative to anything filed, delivered, or served on the Mayor of the Town of Stevensville.

8. Compensation to Contractor: It is understood the Contractor shall be paid as follows:

a. Attorney Compensation: The Town shall pay as compensation to Contractor the rate of \$150.00 per hour for attorney services. Every year on or about the anniversary of the execution of this contract the parties will annually review the billing rate and, consistent with the annual Consumer Price Index, consider increasing it to reflect inflation.

b. Routine Expenses: The parties acknowledge that the Contractor will incur routine out-of-pocket expenses which are specifically and directly attributable to Town matters. Upon agreement of both parties, the Town will reimburse Contractor for specific expenses requested by the Contractor.

c. Training Expenses: The Town shall pay expenses related to out-of-pocket expenses incurred in connection with annual training seminars through MMIA and the Montana League of Cities and Towns. The Contractor shall receive prior approval from the Town in advance of such training.

d. Extraordinary Expenses: The parties acknowledge that the Contractor may also incur extraordinary out-of-pocket expenses such as litigation. The Contractor shall be entitled to reimbursement from the Town for out-of-pocket expenses incurred in connection with such matters with prior approval by the Town.

9. Independent Contractor: It is understood that the Contractor is an independent contractor and not an employee of the Town.

10. Substitute: The Contractor shall be responsible for having available at no additional cost to the Town, a substitute Contractor to perform his duties in his absence.

11. Non-Discrimination in Employment and Client Services: During the performance of the contract, the Contractor agrees that no person shall, on grounds of race, creed, color, national origin, sex, marital status, age, religion or on the presence of any sensory, mental or physical handicap, be excluded from full employment rights with the Contractor. Neither shall the Contractor discriminate against any employee or applicant for employment for the above reasons; provided, however, that prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved.

12. Non-Discrimination in Provided Services: The Contractor shall not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any sensory, mental or physical handicap:

- a. Deny any individual services or benefits provided under the contract;
- b. Subject any individual to segregation or separate treatment in any manner related to his or her receipt of any services or other benefits provided under the contract;
- c. Deny any individual an opportunity to participate in any program or services provided by the contract.

13. Term of Contract: The term of this contract shall be for 3 (three) years, from October 15, 2021 through October 15, 2024. Upon the expiration of the initial term of this contract and thereafter, this contract shall be automatically extended for additional consecutive two (2) year terms, unless either party notifies the other party, in writing at least four (4) months before the expiration of the current term, that that party desires to renegotiate or terminate this contract. If such notice is given as provided above, then this contract shall terminate on the final October 15<sup>th</sup> of the then current three-year term.

14. Suspension or Termination: If either party fails or neglects to fully comply with the provisions of the Contract, the other party may suspend or terminate the Contract pending corrective acts or investigation. Upon written notice thereof, the opposing party shall respond within 10 days. If after the 10 days the responding party has failed to answer or comply, the other party may suspend or terminate the contract upon 30 days written notice. Upon and until the time of termination, the Contractor shall proceed quickly and in a reasonable and efficient manner to complete all assignments given to it. The Contractor shall, in a professional manner, transfer all work in progress to the Town or to any contractor designated in writing by the Town upon termination.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals the day and year first above written.

Greg Overstreet  
 Overstreet Law Group  
 300 Main Street, Suite 203  
 Stevensville, MT 59870

Brandon E. Dewey, Mayor  
 Town of Stevensville  
 206 Buck Street  
 Stevensville, MT 59870

By: \_\_\_\_\_  
 Greg Overstreet

By: \_\_\_\_\_  
 Brandon E. Dewey, Mayor

Attest:

By: \_\_\_\_\_  
 Town Clerk

**File Attachments for Item:**

f. Discussion/Decision: Re-scheduling November's Council Meeting Date due to Holidays



## Stevensville Town Council Meeting

### Agenda Item Request

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

<b>Agenda Item Type:</b>	New Business
<b>Person Submitting the Agenda Item:</b>	Brandon Dewey
<b>Second Person Submitting the Agenda Item:</b>	
<b>Submitter Title:</b>	Mayor
<b>Submitter Phone:</b>	
<b>Submitter Email:</b>	
<b>Requested Council Meeting Date for Item:</b>	10/14/2021
<b>Agenda Topic:</b>	Discussion/Decision: Re-scheduling November's Council Meeting Date due to Holidays
<b>Backup Documents Attached?</b>	Yes
<b>If no, why not?</b>	
<b>Approved/Disapproved?</b>	Approved
<b>If Approved, Meeting Date for Consideration:</b>	10/14/2021
<b>Notes:</b>	



**TOWN COUNCIL  
Agenda Communication**

**Regular Meeting  
October 14, 2021**

**Agenda Item:** Discussion/Decision: Re-scheduling November's Council Meeting Date due to Holidays

**Other Council Meetings**

**Exhibits**

*This agenda item provides Council with the ability to re-schedule the November Town Council Meetings.*

**Background:**

November Town Council Meetings are scheduled for November 11<sup>th</sup> and November 25<sup>th</sup>, 2021. These dates are legal holidays, Veteran's Day and Thanksgiving Day, and Town Hall will be closed to observe these holidays.

Administration is asking to suspend council rules and are proposing November 9<sup>th</sup> and November 23<sup>rd</sup>. These two dates would be in compliance with the second and fourth weeks of the month and would provide the council the ability to hold regular council meetings to conduct town business, approving claims, administrative reports and town business would not be interrupted due to the holidays.

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

**Alternative(s):** Deny approval of the re-scheduling of November council meetings.

**MOTION**

**I move to:** approve the re-scheduling of November's Council Meetings due to holidays and the closure of Town Hall.



**File Attachments for Item:**

g. Discussion/Decision: NewFields Task Order 01, Water Rights Hydrology



## Stevensville Town Council Meeting

### Agenda Item Request

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

<b>Agenda Item Type:</b>	New Business
<b>Person Submitting the Agenda Item:</b>	Brandon E. Dewey
<b>Second Person Submitting the Agenda Item:</b>	
<b>Submitter Title:</b>	Mayor
<b>Submitter Phone:</b>	
<b>Submitter Email:</b>	
<b>Requested Council Meeting Date for Item:</b>	10/14/2021
<b>Agenda Topic:</b>	Discussion/Decision: NewFields Task Order 01, Water Rights Hydrology
<b>Backup Documents Attached?</b>	Yes
<b>If no, why not?</b>	
<b>Approved/Disapproved?</b>	Approved
<b>If Approved, Meeting Date for Consideration:</b>	10/14/2021
<b>Notes:</b>	



TOWN COUNCIL
Agenda Communication

Regular Meeting
October 14, 2021

Agenda Item: Discussion/Decision: NewFields Task Order 01, Water Rights Hydrology

Other Council Meetings

Exhibits

a. Scope of Work / Task Order #1

This agenda item provides Council with the ability to approve Task Order 01 with NewFields to conduct hydrology work for the Town's water rights project.

Background:

NewFields Companies, LLC and the Town of Stevensville have entered into an agreement to assist the Town's water rights attorney and engineers in a Global Permit Application with Montana DNRC for the Twin Creeks Well Field and Well 1, including an expanded place of use that will meet the needs of the Town for the next 50 years.

NewFields' work will be conducted in multiple phases. Task Order 1 will include preparing for and conducting a Pre-Application Meeting with the DNRC Missoula Regional Office. This is a preliminary work phase, intended to compile and document the Town's water rights portfolio, historic and proposed use, and conceptual mitigation plan approach, as well as to gain concurrence on the Global Permit Application approach with DNRC.

Time is of the essence. NewFields is available to perform the kickoff meeting immediately upon execution of this Task Order, pending concurrent availability of all parties. NewFields will deliver the Technical Memorandum and be prepared for the Pre-Application Meeting with DNRC within 90 days after the virtual kickoff meeting with the Town, Ross Miller, and HDR.

Future work phases will include finishing and submitting the Global Permit Application and possibly responding to DNRC and/or any objector comments.

NewFields' total estimated cost for SOW 1 is \$14,758. The client services agreement has been attached to this agenda item.

Board/Commission Recommendation: [ ] Applicable - [X] Not Applicable

Alternative(s): Do not approve Task Order 01

MOTION

I move to: approve Task Order 01 with NewFields

EXHIBIT A

CLIENT SERVICES AGREEMENT STATEMENT OF WORK

Statement of Work Date: September 24, 2021

Statement of Work No.: 01

Client Services Agreement Date: September 24, 2021

This Statement of Work (“**SOW**”) is entered into subject and pursuant to the Client Services Agreement entered into

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

**AND:** Town of Stevensville (“**Client**”).

**Project Name:** Stevensville Water Rights

**Background:** Client is pursuing a Global Permit Application with the Montana Department of Natural Resources and Conservations (DNRC) for their Twin Creeks Well Field and Well 1, including an expanded place of use. Client proposes to decommission the existing Infiltration Gallery and Wells 2 and 3 and replace the associated supply by obtaining additional production from the new Twin Creeks Well Field. Well 1 will be included in the Global Permit Application to maintain a consistent Place of Use for all municipal water rights. The expanded Place of Use will be determined as part of HDR Engineering Inc.’s (HDR’s) Future Water Rights Needs Assessment for the Town of Stevensville.

Client selected NewFields (hydrologic and water rights technical support) to assist Client, Ross Miller of Miller Law (legal counsel), and HDR (engineering support) with the Global Permit Application. NewFields understands the Global Permit Application will include the following components:

- Change the Infiltration Gallery water rights to the new purpose of Mitigation;
- Change the Wells 2 and 3 water rights to the new purpose of Mitigation;
- Use these “Mitigation Rights” to “mitigate” the effects of new or increased pumping of the Twin Creeks Well Field via a Mitigation Change Application;
- Apply for a Global Permit for the Twin Creeks Well Field and Well 1 to support increased pumping from these wells and service to an expanded Place of Use;
- Terminate the Post-1973 Duplicate “back-up” Permits;
- Decommission the Infiltration Gallery; and
- Decommission Well 2 and Well 3.

NewFields’ work will be conducted in multiple phases. SOW 1 will include preparing for and conducting a Pre-Application Meeting with the DNRC Missoula Regional Office. SOW 1 is a preliminary work phase, intended to compile and document the Client’s water rights portfolio, historic and proposed use, and conceptual mitigation plan approach, as well as to gain concurrence on the Global Permit Application approach with DNRC.

Future work phases will include finishing and submitting the Global Permit Application and possibly responding to DNRC and/or any objector comments. NewFields’ overall scope may include the following:

- Hydrogeology and groundwater modeling;
- Surface water hydrology;
- Aquifer testing and well field analysis and design;
- Depletion analysis of potentially effected streams from new groundwater pumping;
- Adverse effects analysis on groundwater users from new groundwater pumping;
- Adverse effects analysis on surface water users from new groundwater pumping;
- Design of mitigation facilities to mitigate year-round stream depletions;



- Preparation of Water Right Permit Applications for municipal use;
- Preparation of Mitigation Change Applications;
- Historical water use analysis; and possibly
- Expert witness testimony in water right contested case hearings, district court, and/or the Montana Water Court.

**Scope of Services:** NewFields will conduct the following activities under SOW 1:

- Attend a virtual kickoff meeting with the Client, Ross Miller, and HDR;
- Assist Ross Miller in preparing for a Pre-Application Meeting with the DNRC Missoula Regional Office; and
- Attend a virtual Pre-Application Meeting with the DNRC Missoula Regional Office.

NewFields will conduct the following tasks to prepare for the Pre-Application Meeting:

- Download and organize all associated Stevensville water right files from the DNRC Water Right Query System (WRQS) ;
- Conduct a preliminary review of the WRQS files;
- Draft populate the DNRC Forms and a list of proposed Attachments to accompany the Global Permit Application;
- Coordinate with Client, HDR, and Ross Miller to provide suggested edits and updates to the map developed by HDR that presents existing and proposed points of diversion (PODs) and places of use (POUs);
- Draft a conceptual hydrologic model schematic and a conceptual mitigation plan demonstrating the proposed source changes;
- Inventory Stevensville’s municipal water historical diversion and use data records (actual historical use analysis will occur under future work phases); and
- Prepare a Technical Memorandum summarizing the content above.

Assumptions:

- Client and HDR will provide all available historical water use data in a timely manner.
- HDR will prepare map(s) of existing and proposed PODs and POUs.
- All meetings will be conducted virtually through Microsoft Teams or a similar platform (we are available to attend meetings in-person, if preferred by Client).
- The first Pre-Application Meeting with DNRC’s Missoula Regional Office may precipitate a second (also likely virtual) Pre-Application meeting with DNRC administration and legal staff in Helena. Additional budget will be needed if a second Pre-Application meeting is required.
- DNRC will issue written meeting notes following the Pre-Application Meeting.

**Time Period:** NewFields is available to perform the kickoff meeting immediately upon execution of this SOW, pending concurrent availability of all parties. NewFields will deliver the Technical Memorandum and be prepared for the Pre-Application Meeting with DNRC within 90 days after the virtual kickoff meeting with Client, Ross Miller, and HDR.

Within three weeks after the Pre-Application Meeting(s) with DNRC, NewFields will submit SOW 2 for Client’s review, to include finishing and submitting the Global Permit Application for the Twin Creeks Well Field and Well 1.

**Deliverables:** NewFields will prepare a Technical Memorandum for use and reference by the project team (Client, Ross Miller, HDR, and NewFields). The Technical Memorandum will include:

- A PDF file catalog of Client’s water rights downloaded from DNRC’s WRQS, including abstracts, maps, and supporting documents;
- Draft Global Permit Application Forms and a List of proposed Attachments to the Application;
- Conceptual hydrologic model schematic demonstrating the proposed source changes;
- Conceptual mitigation plan narrative describing the proposed source changes and demonstration of no adverse impact; and
- Summary table inventory of Stevensville’s municipal water historical diversion and historical use data records.



**Compensation:** NewFields' total estimated cost for SOW 1 is \$14,758. Attachment 1 provides a breakdown of the estimated costs.

**Fees:** With respect to the performance of the Services described herein, Client shall pay to NewFields compensation in the form of professional service fees on a time and materials basis.

**Expenses:** Client shall also reimburse NewFields for the following out-of-pocket items of expense in the performance of the Services: rental vehicle and fuel – if necessary for site visits or meetings.

To accept this SOW, please sign below and email the executed SOW to [jbean@newfields.com](mailto:jbean@newfields.com).

**NewFields Companies, LLC**

**Town of Stevensville**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Attachment 1 - Cost Estimate  
Stevensville Water Rights Project - Statement of Work 1  
September 24, 2021**

Task	Task Description	Technical Advisor Cam Stringer, PG	Principal in Charge K Bill Clark, PG	Assistant Project Manager Jared Bean, LHG	Project Manager Matt Peterson, PE	Technician	CAD/GIS Analyst Kevin Goodan	Project Coordinator	TOTAL HOURS	Labor COST	TOTAL COST
		Principal II Hydrogeologist	Principal I Hydrogeologist	Project I Hydrogeologist	Project II Engineer	Project Assistant	Staff I	Project Coordinator			
	<b>RATE:</b>	\$ 210.00	\$ 185.00	\$ 115.00	\$ 145.00	\$ 85.00	\$ 75.00	\$ 75.00			
<b>Task 1</b>	<b>Prepare for Pre-Application Meeting</b>										
	Attend virtual kickoff meeting with Client, Ross, and HDR	1	0.5	2	2		1		6.5	\$898	\$898
	Download and organize all WRQS files			4		8			12	\$1,140	\$1,140
	Preliminary review WRQS files	1		8					9	\$1,130	\$1,130
	Update water right summary table (from Ross 2/25/2020)	1		4					5	\$670	\$670
	Update map of existing and proposed PODs, POUs, etc (by HDR)			4	1				5	\$605	\$605
	Conceptual hydrologic model schematic of showing proposed changes	2	1	8	1		8		20	\$2,270	\$2,270
	Conceptual mitigation plan narrative	1	1	4	1				7	\$1,000	\$1,000
	Inventory historical use data records			4		4			8	\$800	\$800
	Draft Global Permit Application Forms and List of Attachments	1		8	1				10	\$1,275	\$1,275
	Technical Memorandum	4	2	8	10			4	28	\$3,880	\$3,880
	<b>Subtotal</b>	<b>11</b>	<b>4.5</b>	<b>54</b>	<b>16</b>	<b>12</b>	<b>9</b>	<b>4</b>	<b>110.5</b>	<b>\$13,668</b>	<b>\$13,668</b>
<b>Task 2</b>	<b>Pre-Application Meeting</b>										
	Attend virtual meeting with Ross and Stevensville	2		2					4	\$650	\$650
	Meeting notes (embellish those provided by DNRC, if necessary)	1		2					3	\$440	\$440
	<b>Subtotal</b>	<b>3</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7</b>	<b>\$1,090</b>	<b>\$1,090</b>
	<b>TOTAL</b>	<b>14</b>	<b>5</b>	<b>58</b>	<b>16</b>	<b>12</b>	<b>9</b>	<b>4</b>	<b>118</b>	<b>\$14,758</b>	<b>\$14,758</b>

**File Attachments for Item:**

h. Discussion/Decision: Stevensville Airport Land Lease





## Stevensville Town Council Meeting

### Agenda Item Request

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

<b>Agenda Item Type:</b>	New Business
<b>Person Submitting the Agenda Item:</b>	Brandon Dewey
<b>Second Person Submitting the Agenda Item:</b>	
<b>Submitter Title:</b>	Mayor
<b>Submitter Phone:</b>	
<b>Submitter Email:</b>	
<b>Requested Council Meeting Date for Item:</b>	10/14/2021
<b>Agenda Topic:</b>	Discussion/Decision: Stevensville Airport Land Lease
<b>Backup Documents Attached?</b>	Yes
<b>If no, why not?</b>	
<b>Approved/Disapproved?</b>	Approved
<b>If Approved, Meeting Date for Consideration:</b>	10/14/2021
<b>Notes:</b>	



**TOWN COUNCIL  
Agenda Communication**

**Regular Meeting  
October 14, 2021**

**Agenda Item:** Discussion/Decision: Stevensville Airport Land Lease

**Other Council Meetings**

**Exhibits**

a. Land Lease Agreement

*This agenda item provides Council with the ability to approve a land lease between the Town of Stevensville and Marc LeCoure.*

**Background:**

Marc LeCoure has proposed to enter into a lease agreement with the Town of Stevensville for Lot No. 2 and Lot No. 3 of the Hilltop West Subdivision for \$1.00 annually for 20 years. Mr. LeCoure has adjacent property to Lot No. 2 and Lot No. 3 and would like to maintain these lots.

The Town acquired the property for runway protection on the Stevensville Municipal Airport. The land cannot be used for building or other purposed and must remain vacant.

The Town has a difficult time maintaining the land properly and to neighborhood standards. Mr. LeCoure is proposing to lease the property from the Town so that the property adjacent to his can be cared for and

A draft of this lease is provided for the Town Council to review.

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

**Alternative(s):** Do not approve the Stevensville Land Lease between Marc LeCoure and the Town of Stevensville.

**MOTION**

**I move to:** approve the Stevensville Land Lease between Marc LeCoure and the Town of Stevensville.

## Stevensville Airport Land Lease

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This land lease is made and entered into this **14th day of October, 2021**, pursuant to Stevensville Town Resolution (attached as Exhibit A) and incorporated by reference herein, between the **TOWN OF STEVENSVILLE**, hereafter “**Lessor**” and **Marc LeCoure**, hereafter “**Lessee**” at **669 Hollibaugh Rd, Stevensville, MT 59870**.

### *I. Purpose*

1. Lessor agrees to lease to the Lessee **2.176 acres** of land described as **Lot No. 2 and Lot No. 3 of the Hilltop West Subdivision** (attached as Exhibit B) of the Stevensville Airport, hereafter “Premises” subject to the terms and conditions set forth herein.
2. The parties agree that the Lessee shall maintain the Premises as vacant land. No structures, temporary or permanent, shall be erected on the Premises.

### *II. Term and Renewal of Lease*

3. **Term.** This lease shall be for a **twenty (20) year period**, beginning upon execution of the agreement and ending on the **15<sup>th</sup> day of October, 2041** unless terminated as set forth by the terms of this lease.
4. **Renewal.** If Lessee has made all required lease payments and has remained in full compliance with all terms and obligations of this lease the Lessee shall have the option to renew the lease under similar terms and conditions and as mutually agreed upon with the Lessor.

### *III. Payment*

5. **Annual Rate.** Lessee agrees to pay Lessor **\$1.00** annually for beginning upon the effective date of this lease. Annual lease payments shall be due on July 1 of each year until its expiration or termination date, with the first year of the lease and final year prorated to July 1 and/or the expiration date.
  - 5.1. **Location.** Lessee agrees to pay all obligations of the lease in check, cash, or money order at the Office of the Town Clerk at 206 Buck Street, Stevensville, Montana 59870.

#### *IV. Terms and Conditions*

6. **Condition of Premises.** Lessee has inspected and accepts Premises in its present condition.
7. **Compliance with Law.** Lessee shall utilize the land in compliance with all applicable state and federal laws, town ordinances and resolutions, and FAA regulations in effect as of the execution of this agreement. Lessee further agrees to observe and obey all new rules and regulations that Lessor may from time-to-time promulgate during the term of this lease and any successive renewals.
8. **Maintenance.** Lessee shall keep Premises in good repair and good maintenance. Lessee shall not store any trash, debris, or waste matter on the Premises and shall keep the area in neat and clean appearance.
9. **Hazards.** Lessee shall not permit hazards or anything that might be defined as a hazard by Lessor to exist on the Premises. Lessor reserves the right to abate any hazard considered immediate by the Lessor without notice. In the event of abatement by Lessor, Lessee shall be liable to Lessor for the costs of such abatement. The term "hazard" shall mean any course of conduct or condition which might subject the Stevensville Airport or any person using the same, to loss of life, limb, or property, or any course of conduct or condition which is or may be defined by Lessor as constituting a hazard.
10. **Indemnification.** Lessee agrees to indemnify and hold Lessor harmless from and against all liability for injuries to persons or damage to property cause by Lessee's negligent use or occupancy of the Premises; provided however, that Lessee shall not be liable for any injury, damage, or loss occasioned the negligence of the Lessor.
11. **Notice of Lawsuit.** Lessor agrees to give prompt and timely notice of any claim made or suit instituted which in anyway directly or indirectly, contingently, or otherwise, affects or might affect Lessee, and Lessee shall have the right to compromise and defend the same to the extent of Lessee's own interest.
12. **Inspection of Property.** Lessor reserves the right, for itself and its agents, to enter upon and inspect the Premises, provided that such inspection shall occur during normal business hours and shall be preceded by reasonable notice to Lessee.
13. **Violations of Terms.** In case of violation of any terms by Lessee, and upon Lessee's failure to cure or discontinue such violation within ten (10) days after written notice is delivered to Lessee, then this lease shall become null, void, and terminated and Lessor or its agents may immediately re-enter and take possession of the Premises without further demand or notice.

14. **Failure to Pay/Late Fees.** Failure on the part of Lessee to make a lease payment within 30 days of its due date shall result in a ten (10) percent penalty being assessed against the Lessee. If payment of the full amount due, plus any penalty assessment, is not made within 60 days of the original due date, the Lessee shall be considered in default of the lease.
15. **Termination.** In case of Lessee's failure to cure such default within ten (10) days after written notice is delivered to Lessee, then this lease shall become null, void, and terminated.
16. **Attorney's Fees.** Should any action be brought by either Lessee or Lessor to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to such reasonable attorney fees as the court shall determine.
17. **Severability.** In the event that any term(s) or provision(s) is held to be invalid by any court of competent jurisdiction, the invalidity of any such term or provision shall not materially prejudice either Lessor or Lessee in their respective rights and obligations contained in the remaining and valid terms and provisions of this agreement.
18. **Waiver.** No failure by Lessor to exercise any right contained in this agreement shall be construed as a waiver of any such right.
19. **Assignment and Subleasing.** This Agreement shall bind the parties and their respective heirs, personal representatives, and successors in title; provided however that the Lessee hereunder may not assign his or her rights, sublease, or delegate its obligations hereunder without the prior written consent of the Lessor and a new lease entered into.
20. **Notice and Service.** Service of any notice required may be made personally or by written notice. Written notice shall be deemed given when hand delivered or when mailed by first class mail, postage pre-paid, to the addresses specified below:

If notice to the Lessor:	If notice to the Lessee:
Town of Stevensville PO Box 30 206 Buck Street Stevensville, MT 59870	Marc LeCoure 669 Hollibaugh Rd. Stevensville, MT 59870 406.529.3025

#### *V. Termination of Lease*

21. **Termination of Lease.** Upon expiration or other termination of this agreement, or any renewal, Lessee's rights to use the premises, facilities, rights, licenses, services, and privileges herein shall cease and upon expiration Lessee shall surrender the same.

*VI. Modification and Completeness*

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

IN WITNESS WHEREOF, the parties hereto have signed this agreement this \_\_\_\_ day of \_\_\_\_\_, 2021.

Lessor  
Town of Stevensville

Attest:

By: \_\_\_\_\_  
Brandon E. Dewey, Mayor

\_\_\_\_\_  
Town Clerk

Lessee:

\_\_\_\_\_  
Marc LeCoure