



**Stevensville Town Council Meeting  
Agenda for  
THURSDAY, FEBRUARY 13, 2025  
6:30 PM  
206 Buck Street, Town Hall**

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Public Comments (Public comment from citizens on items that are not on the agenda)
4. Approval of Minutes
  - [a.](#) C.O.W. Meeting Minutes 01/21/2025
  - [b.](#) Town Council Meeting Minutes 01/23/2025
5. Approval of Bi-Weekly Claims
  - [a.](#) Claims #19484-19515
6. Administrative Reports
  - [a.](#) Airport
  - [b.](#) Building Department
  - c. Finance
  - [d.](#) Fire Department
  - [e.](#) Police Department
  - [f.](#) Public Works
7. New Business
  - [a.](#) Discussion/Decision: Resolution No. 387f, a Resolution Amending Town Council Rules for the Town of Stevensville
  - [b.](#) Discussion/Decision: Resolution No. 561 a Resolution Adopting Fees & Locations for Food Trucks and Food Vendors by the Town of Stevensville
  - [c.](#) Discussion/Decision: Service Contract Between Trojan Technologies Group ULC and the Town of Stevensville
  - [d.](#) Informational: Stevensville City Court of Record Annual Report for 2024
  - [e.](#) Discussion/Decision: RFP for Tree Pruning Services
  - [f.](#) Discussion/Decision: Municipal Training for Town Clerk and Finance Officer, May 4<sup>th</sup>-8<sup>th</sup>, 2025
  - [g.](#) Discussion/Decision: Schedule a C.O.W. Meeting to Discuss Impact Fees for the Town of Stevensville
8. Board Reports
9. Town Council Comments
10. Executive Report
11. Adjournment

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

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

It is essential that we treat each other with respect.

We expect that participants will:

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

We further expect that participants will refrain from disrespectful displays:

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

## **Guidelines for Public Comment**

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

During any council meeting you have two opportunities to comment:

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

Comment made outside of these times may not be allowed.

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

**Thank you for observing these guidelines.**

**File Attachments for Item:**

a. C.O.W. Meeting Minutes 01/21/2025

## Stevensville Committee of the Whole Meeting Minutes

for TUESDAY, JANUARY 21, 2025, 6:00 PM 206 Buck Street, Town Hall

### 1. Call to Order and Roll Call

Mayor Michalson called the meeting to order. Councilmembers Barker, Brown and Smith were all present. Councilmember Nelson has an excused absence.

### 2. Discussion on the Following Items

#### a. Council Rules, Procedures & Code of Conduct

Mayor Michalson: I guess we could start out with the council rules. page one, Part I, is pretty self-explanatory, no changes. Part II no changes.

Councilmember Brown: I just want to highlight something in Part I section 1, that everyone should be reading that chapter 2 of our municipal code, that applies to the councilmembers.

Mayor Michalson: Part III, change the time from 6:00 to 6:30 pm.

Jenelle Berthoud, Town Clerk: I will by the end of the month be putting the date and times of meetings in the newspaper.

Mayor Michalson: Part III. In a couple of instances Gina has brought a claim to the council at the night of the meeting how would you like that to go. The only problem I have with that

Councilmember Smith: you are not giving the people a chance to see it.

Mayor Michalson: that is what I mean, public does not have a right to view it.

Councilmember Barker: I know a couple times it has come through and it has to be paid, but again it is right here in the rules.

Jenelle Berthoud: you have addressed it a couple of times, is it important, or it has to be.

Mayor Michalson: like the contract for the airport, it had to come to the council. Stuff like that happens.

Councilmember Smith: it has been happening.

Mayor Michalson: but a regular claim, what is another two weeks.

Jenelle Berthoud: I think that it confuses you guys. I see and hear the confusion.

Mayor Michalson: if I was a member of the public, I would wonder what claim are we on.

Jenelle Berthoud: is there anything else that you want to put in their along with the minutes and claims by 5:00 pm. We are one of very few towns that put an agenda out a week early. Law is only 48 hours.

Mayor Michalson: a lot of towns don't even let the public or the council see the claims until the night of the meeting.

Jenelle Berthoud: it does not show in any codes that you have to have that in your packet. A lot of places do not even have the ability to print a packet.

Councilmember Barker: the gal from Geraldine, they do not have packets to produce.

Councilmember Brown: do you want to say 8:00 am on Wednesday?

Jenelle Berthoud: I am okay with that, but if we did it at that time, then we would not have 48 hours. I think that the claims only being added on Tuesday's has really helped Gina.

Mayor Michalson: Part IV, remove the 5<sup>th</sup> bullet point about 30-day review by the town attorney.

Councilmember Barker: I think that it should be removed.

Mayor Michalson: what happens if a citizen of the public comes in, I should have the ability to approve the agenda item.

Jenelle Berthoud: we had one recently like that where you told me that it would not be coming to an agenda. and in that case, is it up to the citizen?

Councilmember Barker: bring it to public comment.

Mayor Michalson: if they don't like that I said no, then they can bring it back to the council.

Councilmember Brown: they can have two councilmembers bring it to the council.

Councilmember Barker: it is taking the mayor out of the decision.

Councilmember Barker: it should be the council as well.

Jenelle Berthoud: Add in 7<sup>th</sup> bullet point, and or a councilmember after the word Mayor.

Mayor Michalson: Part V, no changes.

Councilmember Barker: I think that it is pretty self-explanatory, most towns have the public comment at the end.

Jenelle Berthoud: is there any benefit to this Stacie?

Councilmember Barker: I think that it keeps people at the meeting.

Mayor Michalson: I asked Dan Clark about the unscheduled matters.

Jenelle Berthoud: I like that, in the meeting it could spark conversation to set a meeting about a topic.

Mayor Michalson: Part VI, section 1. Every once in a while, our meetings/topic can get heated. I think that we have to go through the presiding officer. We need to work on that.

Section 3. Councilmember Brown does a good job at this. Part VII, no changes. Part VIII, paragraph 3, add, and town council rules, to the end of that paragraph. Part IX, no changes. Part X, no changes. Part XI, section 1 2<sup>nd</sup> bullet point, change clerk of the council to read town clerk.

Councilmember Brown: I think it should be town clerk.

Mayor Michalson: Part XI, section 2, last paragraph, I am kind of confused by the last part.

Councilmember Brown: I think what they are trying to say is you the mayor has the right to veto and there is two ways, veto or not sign it.

Jenelle Berthoud: if you did not agree to the council's vote on Thursday night and I came to you on Friday morning to sign and you said that I am not going to sign this I still do not agree, this is when this would come into effect, right Cindy?

Councilmember Brown: that is how I understand it.

Mayor Michalson: so, what happens after that?

Jenelle Berthoud: it will still go into effect even if you do not sign it.

Councilmember Brown: the mayor has to act on it before the next scheduled meeting.

Councilmember Smith: we can override the veto.

Mayor Michalson: yes.

Councilmember Barker: it could come back to the council president, that is how I am reading it.

Councilmember Brown: I think we should look into this.

Councilmember Barker: can we get a hold of Dan Clark on that?

Jenelle Berthoud: I can send that over to him for interpretation.

Mayor Michalson: Part XII, no changes.

Councilmember Barker: so, this is not something that we have done yet.

Councilmember Brown: there was not a general municipal election.

Mayor Michalson: Part XIII, no changes. Part XIV, section 1, paragraph 2 remove last sentence, a vacating council member may vote for their replacement if available. Section 3, paragraph 4 add "or special town" between scheduled and council meeting. There have been times that we have had a special town council meeting to do this.

Councilmember Barker: what happens if we go past that 30 days, it has happened before.

Jenelle Berthoud: I think that we announced that there were no applicants at the council meeting and then you voted.

Councilmember Brown: I think that we voted to readvertise. Because we can always appoint somebody.

Councilmember Barker: I am not saying that it is going to happen again, but what it down the road.

Mayor Michalson: what about Section 2, paragraph 1, add the word “or” between office and until.

Jenelle Berthoud: that would prompt me to either put this back on the agenda or not.

Councilmember Brown: in the original council rules I picked up where they had an exhibit 1 on references on how to do certain things which was amended out, I don't know if you want that back.

Councilmember Barker: I think that it is good for new people.

Councilmember Brown: presented the exhibit to the town clerk, put it under meetings, maybe under page 5 under paragraph 3. Like a foot note.

Jenelle Berthoud: please see exhibit A for-motion references.

Mayor Michalson: what about the contacting of the town attorney. Do you think that should be back in.

Jenelle Berthoud: I think that the town council rules speak a lot to the meetings but not to the conduct outside of the meeting.

Councilmember Brown: General Provisions and make it section 6.

Mayor Michalson: add, only the mayor/council president has the authority to contact the town attorney regarding town matters.

Councilmember Barker: councilmembers must have prior authorization from the mayor or council president to discuss town matters with the town attorney.

Jenelle Berthoud: read back the addition to section 6 of Part I. You will see all of these in the resolution. Can I ask a question about Part XII, majority vote. If two of the four are running for a spot the last two become the majority vote.

Councilmember Brown: yes.

Mayor Michalson: we talked about bringing back the code of conduct. I think that we can cut to the chase and Cindy can talk about that.

Councilmember Barker: used to be that the state had a code of conduct that we had to follow.

Councilmember Brown: we could put it in council rules, part of our code of conduct is specifies in chapter 2. I found this one in Missoula's stuff. I think that the one that we got rid of is over kill. I did not care for page 9 and 10.

Councilmember Barker: this was put in place for one reason.

Councilmember Brown: it was for former mayor Dewey.

Mayor Michalson: a lot of this is covered in our town council rules.

Councilmember Barker: this is all that we had, it was simple and that is because we went along with the state.

Councilmember Brown: we would have to change city to town and have to check with Gina.

Jenelle Berthoud: that is the only one that I don't get, how can HR train this to the council. I think that the new council member attends the next training.

Councilmember Brown: another thing is we could put in that after they are sworn in, they are given a copy of the town council rules.

Jenelle Berthoud: I can do that, very easy. I think that the signing of

Mayor Michalson: read through the proposed code of conduct. How about town clerk instead of human resource officer. You would not train them, but you would.

Councilmember Barker: it would be a packet.

Councilmember Brown: we are just going to add this to council rules at the very end. Part fifteen. XV.

Jenelle Berthoud: read back as Part XV, Conduct of Council Members, First paragraph take the city to town, human resources to town clerk, train to provide, and remove the last sentence.

Councilmember Brown: I guess that it would be fine after responsibilities and obligations.

Mayor Michalson: 2<sup>nd</sup> paragraph, take out a panel consisting of

Councilmember Brown: reported to the town council president who refers to the town attorney for review. and investigation of the complaint.

Mayor Michalson: investigation of the complaint. Panel changed to town council.

Councilmember Brown: take out panel, replace with town council shall determine.

Jenelle Berthoud: reread the proposed changes back to the council. Take out the with the assistance of the city attorney. Strike out last sentence.

Mayor Michalson: bring it over to me to read through.

### 3. Public Comment

NONE

### 4. Adjournment Councilmember Brown: motion. Councilmember Smith: 2<sup>nd</sup>.

APPROVE:

ATTEST:

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Bob Michalson, Mayor  
Town Clerk

Jenelle S. Berthoud,



**File Attachments for Item:**

b. Town Council Meeting Minutes 01/23/2025

**Stevensville Town Council Meeting Minutes**  
**for THURSDAY, JANUARY 23, 2025, 6:30 PM 206 Buck Street, Town Hall**

1. Call to Order and Roll Call

Council President Brown called the meeting to order. Councilmembers Barker, Nelson and Smith and Council President Brown were all present. Mayor Michalson is at a MMIA conference in Helena.

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. Town Council Meeting Minutes 01/09/2025

Council President Brown: introduced town council meeting minutes for 01/09/2025.

Councilmember Barker: I move that we approve town council meeting minutes for 01/09/2025.

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

Council President Brown: motion and a 2<sup>nd</sup>. Discussion from the council? Public comment? Seeing, none, Jenelle please take the vote.

Councilmember Barker: aye.

Councilmember Brown: aye.

Councilmember Nelson: aye.

Councilmember Smith: aye.

Council President Brown: passes 4-0

5. Approval of Bi-Weekly Claims

a. #19463-#19483

Council President Brown: introduced approval of bi-weekly claims #19463-#19483.

Councilmember Smith: I move that we approve bi-weekly claims #19463-#19483.

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

Council President Brown: motion and a 2<sup>nd</sup>. Council comments or discussion on the claims?

Councilmember Nelson: 19471, \$357.80 repair and maintenance police cruiser.

Gina Crowe: repair to the police car.

Councilmember Nelson: do we know what that was.

Chief Boe: it was the little thing that goes over the piston rod, in cylinder two.

Councilmember Nelson: thank you.

Council President Brown: any further comments? Public comments? Seeing none, Jenelle please take the vote.

Councilmember Barker: aye.

Councilmember Brown: aye.

Councilmember Nelson: aye.

Councilmember Smith: aye.

Council President Brown: passes 4-0

## 6. Public Hearings

a. 2nd Reading: Ordinance No. 172, Amending Chapter 24, Establishing a No Parking Zone at and Around 515 Main Street, Stevensville MT

Council President Brown: introduced Public Hearing 2nd Reading: Ordinance No. 172, Amending Chapter 24, Establishing a No Parking Zone at and Around 515 Main Street, Stevensville MT. Read

PUBLIC COMMENT

NONE

b. 2nd Reading: Ordinance No. 173, Repealing Town Code Sections 10-117 - 10-125 and Adopting New Town Code Sections 10-126 - 10-131 Regarding Land Use Variances

Council President Brown: introduced Public Hearing 2nd Reading: Ordinance No. 173, Repealing Town Code Sections 10-117 - 10-125 and Adopting New Town Code Sections 10-126 - 10-131 Regarding Land Use Variances

PUBLIC COMMENT

NONE

## 7. New Business

a. Informational: Cash Report & Budget vs. Actual Report

Councilmember Smith: do we not have any department reports?

Council President Brown: not at this time. Introduced new business item a. Cash Report & Budget vs. Actual Report. Turn it over to Robert Underwood and Gina Crowe.

Robert Underwood, Finance Assistant: first the cash report. The money that we have in the bank. Cash, that TEDD account \$14,000.00 we are getting those loans paid off. After all of those fund changes that we made, now it is broken out and we have everything

saved in the water and sewer accounts for capital. You can now see how much we have if we were to do a project.

Councilmember Barker: is the fire retirement really only \$3.15.

Robert Underwood: yes, that always stays there, it is only a pass-through fund.

Councilmember Barker: fire engine for \$2,585.00

Robert Underwood: that money has been being saved for a while. Two mayors ago that got swiped out. Taking to the mayor we will look at putting money back in there in the next budget cycle. We are already at 63% spent pretty much on track. If you look down at all of the funds.

Councilmember Barker: the water fund is already at 74%.

Robert Underwood: some of that is the way we moved the money around. We did not spend money, we just moved it. We moved about \$200,000 out of the water fund.

Councilmember Barker: so that fund will say about that, so we will not see it go any higher.

Robert Underwood: no, the water fund will start to go up and then you will see the asset fund go up. Another 2-3 years before another project. if we kept the money with the water and sewer funds, we were saving money for a project just not in the right area.

Gina Crowe: it was for clarity, now we can look and say we have \$400,000 and look for a grant and the match is whatever amount, and we can look and see if we have enough for that match. It provides a lot more clarity and transparency.

Robert Underwood: next two sheets I broke out the biggest accounts. General fund is at 54%, then you can see the police department, public works, fire. I did that with the water because we have a couple of different accounts.

Councilmember Barker: under legal services, general government account.

Robert Underwood: yes, overspent I talked with the mayor about this, a lot of this had to do with Berta's Farm. We will try to get that back; the mayor did talk with the attorney that at this time there should not be much more.

b. Discussion/Decision: Ordinance No. 172, Amending Chapter 24, Establishing a No Parking Zone at and Around 515 Main Street, Stevensville MT

Council President Brown: introduced new business item b. Ordinance No. 172, Amending Chapter 24, Establishing a No Parking Zone at and Around 515 Main Street, Stevensville MT.

Councilmember Barker: I move that we approve Ordinance 172, Amending Chapter 24, Establishing a No Parking Zone at and Around 515 Main Street, Stevensville MT.

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

Council President Brown: motion and a 2<sup>nd</sup>. Discussion from the council? Public comments? Seeing none, Jenelle please take the vote.

Councilmember Barker: aye.

Councilmember Brown: aye.

Councilmember Nelson: aye.

Councilmember Smith: aye.

Council President Brown: passes 4-0

c. Discussion/Decision: Ordinance No. 173 Repealing Town Code Sections 10-117 - 10-125 and Adopting New Town Code Sections 10-126 - 10-131 Regarding Land Use Variances

Council President Brown: introduced new business item c. Ordinance No. 173 Repealing Town Code Sections 10-117 - 10-125 and Adopting New Town Code Sections 10-126 - 10-131 Regarding Land Use Variances.

Councilmember Barker: I move that we approve Ordinance 173

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

Council President Brown: motion and a 2<sup>nd</sup>. Discussion from the council? Public comments? Seeing none, Jenelle please take the vote.

Councilmember Barker: aye.

Councilmember Brown: aye.

Councilmember Nelson: aye.

Councilmember Smith: aye.

Council President Brown: passes 4-0

d. Discussion/Decision: RFP for Leak Detection of Town Water Lines

Council President Brown: introduced new business item d. RFP for Leak Detection of Town Water Lines.

Councilmember Smith: I move that we adopt an RFP for Leak Detection of Town Water Lines.

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

Council President Brown: motion and a 2<sup>nd</sup>. Discussion from the council?

Councilmember Barker: so, when we had the first one done who did that?

Jenelle Berthoud: HDR engineering and then they outsourced to another company that does that.

Councilmember Barker: how much of that got done?

Jenelle Berthoud: I know that they did a fair amount that they thought there were leaks, 6 areas.

Councilmember Barker: what are we looking at for cost wise?

Jenelle Berthoud: that is why we have to do the RFP we are not sure what we are looking at for this. Just like all RFP's, This is the beginnings the other one that you approved will go into the paper with this one and then will come to the council to decide.

Council President Brown: any other comments? Public comments? Seeing none, Jenelle please take the vote.

Councilmember Barker: aye.

Councilmember Brown: aye.

Councilmember Nelson: aye.

Councilmember Smith: aye.

Council President Brown: passes 4-0

8. Board Reports

NONE

9. Town Council Comments

NONE

10. Executive Report

NONE

11. Adjournment

Councilmember Smith: I move that we adjourn.

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

APPROVE:

ATTEST:

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Bob Michalson, Mayor  
Clerk

Jenelle S. Berthoud, Town

**File Attachments for Item:**

a. Claims #19484-19515

02/11/25  
15:21:10

TOWN OF STEVENSVILLE  
Claim Approval List  
For the Accounting Period: 2/25

Page: 1 of 11  
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
*** Claim from another period ( 1/25) ****								
19484	C	1121 a2Z Supply Corp	1,172.52					
C. Pierce Police Vest								
		42155 01/08/25 Police Vest	1,172.52*			1000 420100	226	101000
*** Claim from another period ( 1/25) ****								
19485		74 STEVENSVILLE RURAL FIRE DISTRICT	66.00					
Rehab Meal Split								
		162 01/15/25 Meal Split with Rural Fire	66.00			1000 420410	229	101000
*** Claim from another period ( 1/25) ****								
19486	E	85 CENTURYLINK	68.99					
Century Link WWTP - 3247 from Jan 2021, 2025 to Feb 21, 2025								
		1473319652 01/22/25 Phone/Internet	68.99			5310 430610	345	101000
*** Claim from another period ( 1/25) ****								
19487	E	85 CENTURYLINK	66.38					
MBF 9846 - Century Link from Jan 22, 2024 to Feb 21, 2025								
		1473319668 01/22/25 Phone/Internet	66.38			5210 430510	345	101000
*** Claim from another period ( 1/25) ****								
19488	E	85 CENTURYLINK	59.56					
Well House 5489 - Century Link from Jan, 2025 to Feb 21, 2025								
		1473319662 01/22/24 Phone/Internet	59.56			5210 430510	345	101000
*** Claim from another period ( 1/25) ****								
19489		395 Firemen's Relief Association	25,000.00					
Fire Fighter Relief Association Pension Fun for FY 24-25								
		FY24-25 01/21/25 Pension Fund for Fire Fighter	25,000.00			1000 420410	195	101000
*** Claim from another period ( 1/25) ****								
19490		1929 MISSOULA MOTOR PARTS CO.	49.22					
Winshield Wipers for Police Car. Furnace belt. Low bean bulb for FD								
		850708 01/22/25 Windshield Wipers-PD	3.99			1000 420100	230	101000
		851007 01/24/25 Belt for Furnace	20.87*			5310 430610	230	101000
		852024 01/30/25 Bulb for FD	13.95*			1000 420460	232	101000
		847537 01/03/25 Snow Scraper	27.99			1000 420100	230	101000
		843755 01/03/25 Wiper credit	-17.58			1000 420100	230	101000
*** Claim from another period ( 1/25) ****								
19491		23 VALLEY DRUG AND VARIETY	11.15					
Mailing of application and Exam fees to DEQ for the Wastewater Cert and the Registration application for the Wastewater Cert Conference in. Mailing of								
1099s. Mailing of W-2' 1099 to MT DOR.								
		731693 01/24/25 Postage expense	4.72*			5310 430610	311	101000
		732710 01/29/25 Postage 1099	0.35			1000 410550	311	101000
		732710 01/29/25 Postage 1099	0.12			1000 410360	311	101000
		732710 01/29/25 Postage 1099	0.12			1000 420100	311	101000
		732710 01/29/25 Postage 1099	0.35*			2394 420531	311	101000
		732710 01/29/25 Postage 1099	0.71*			5210 430510	311	101000
		732710 01/29/25 Postage 1099	0.71*			5310 430610	311	101000
		733033 01/31/25 Postage to MT DOR	0.41			1000 410550	311	101000



\* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
		733033 01/31/25 Postage to MT DOR	0.20			1000 410360	311	101000
		733033 01/31/25 Postage to MT DOR	0.41			1000 420100	311	101000
		733033 01/31/25 Postage to MT DOR	0.20			1000 420410	311	101000
		733033 01/31/25 Postage to MT DOR	0.41			1000 460445	311	101000
		733033 01/31/25 Postage to MT DOR	1.22*			5210 430510	311	101000
		733033 01/31/25 Postage to MT DOR	1.22*			5310 430610	311	101000
		*** Claim from another period ( 1/25) ****						
19492	C	2051 Kevin McGinley	196.00					
		Travel to Wastewater Class Jan 22-23. Stayed with a friend in Anaconda to help save on a hotel for 2 nights.						
		WWReview25 01/27/25 Travel to WW Seminar	196.00			5310 430610	370	101000
		*** Claim from another period ( 1/25) ****						
19493	C	1711 Office Solutions & Service	30.00					
		Printer for Court/Fire Department						
		132622 01/27/25 Court/Fire Dept Printing	15.00			1000 410360	320	101000
		132622 01/27/25 Court/Fire Dept Printing	15.00			1000 420410	320	101000
		*** Claim from another period ( 1/25) ****						
19494	C	1696 First Call Computer Solutions,	2,154.00					
		IT Services for February 2025						
		102651 02/01/25 IT Services - Council	236.93			1000 410100	356	101000
		102651 02/01/25 IT Services - Mayor	60.31			1000 410200	356	101000
		102651 02/01/25 IT Services -Court	60.31			1000 410360	356	101000
		102651 02/01/25 IT Services - Admin	299.41			1000 410550	356	101000
		102651 02/01/25 IT Services - PD	478.19			1000 420100	356	101000
		102651 02/01/25 IT Services - FD	299.41			1000 420410	356	101000
		102651 02/01/25 IT Services - Bldg	60.31			2394 420531	356	101000
		102651 02/01/25 IT Services - Water	299.41			5210 430510	356	101000
		102651 02/01/25 IT Services - WWTP	299.41			5310 430610	356	101000
		102651 02/01/25 IT Services - Airport	60.31			5610 430300	356	101000
		*** Claim from another period ( 1/25) ****						
19495	C	2052 Miles City Court	225.00					
		Montana Courts of Limited Jurisdiction Spring Conference for Court Clerks in Missoula. April 14th thry the 17th.						
		04141725 01/24/25 MTCLJ Conference	225.00			1000 410360	380	101000
		*** Claim from another period ( 1/25) ****						
19496		2053 Town of Stevensville Fire	2,500.00					
		Fire Fighter Association						
		012125 01/21/25 FF Association	2,500.00			1000 420410	228	101000
		*** Claim from another period ( 1/25) ****						
19497	C	1897 Denning, Downey & Associates	12,300.00					
		Assistance with AFR, Cash Flows, & Prep of financial statements in compliance with Governmental Accounting Standards Board.						
		18099 01/25/25 Court (5%)	615.00			1000 410360	350	101000
		18099 01/25/25 General (15%)	1,845.00*			1000 410530	350	101000
		18099 01/25/25 Police (5%)	615.00*			1000 420100	350	101000

\* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account	
	18099	01/25/25 Fire Dept (5%)	615.00*			1000 420410	350	101000	
	18099	01/25/25 Bldg Dept (5%)	615.00			2394 420531	350	101000	
	18099	01/25/25 Water (30%)	3,690.00			5210 430510	350	101000	
	18099	01/25/25 Sewer (30%)	3,690.00			5310 430610	350	101000	
	18099	01/25/25 Airport (5%)	615.00			5610 430300	350	101000	
*** Claim from another period ( 1/25) ****									
19498	C	1897 Denning, Downey & Associates	426.60						
Software Charges from Black Mountain to Denning, Downey to gain access to our account. This is crucial in helping the Town with preparation of the AFR and									
Annual Financials.									
	17978	01/25/25 Court (5%)	21.33			1000 410360	350	101000	
	17978	01/25/25 General (15%)	63.99*			1000 410530	350	101000	
	17978	01/25/25 Police (5%)	21.33*			1000 420100	350	101000	
	17978	01/25/25 Fire Dept (5%)	21.33*			1000 420410	350	101000	
	17978	01/25/25 Bldg Dept (5%)	21.33			2394 420531	350	101000	
	17978	01/25/25 Water (30%)	127.98			5210 430510	350	101000	
	17978	01/25/25 Sewer (30%)	127.98			5310 430610	350	101000	
	17978	01/25/25 Airport (5%)	21.33			5610 430300	350	101000	
19499	E	2000 RICOH USA Inc	133.70						
RICOH Printer Lease 02/05/2025 to 3/04/2025									
	108910790	01/27/25 Printer Lease - Council	6.68*			1000 410100	320	101000	
	108910790	01/27/25 Printer Lease - Mayor	6.69*			1000 410200	320	101000	
	108910790	01/27/25 Printer Lease - Court	3.34			1000 410360	320	101000	
	108910790	01/27/25 Printer Lease - Admin	20.06			1000 410550	320	101000	
	108910790	01/27/25 Printer Lease - Bldg Dept	13.37			2394 420531	320	101000	
	108910790	01/27/25 Printer Lease - Water	40.11			5210 430510	320	101000	
	108910790	01/27/25 Printer Lease - WWTP	40.11			5310 430610	320	101000	
	108910790	01/27/25 Printer Lease - Airport	3.34*			5610 430300	320	101000	
*** Claim from another period ( 1/25) ****									
19500		228 Norco, Inc.	356.86						
Welding gun & tips									
	77120731	01/30/25 Operating Supplies	89.20			1000 460430	230	101000	
	77120731	01/30/25 Operating Supplies	89.22			1000 430200	230	101000	
	77120731	01/30/25 Operating Supplies	89.22			5210 430510	230	101000	
	77120731	01/30/25 Operating Supplies	89.22*			5310 430610	230	101000	
*** Claim from another period ( 1/25) ****									
19501	E	1823 Visa c/o Rocky Mountain Bank	505.40						
CC charges for January 2025									
	CC-388	01/07/25 28418279-GALLS LLC	101.49			1000 202200		101000	
GALLS LLC						CC Accounting: 1000-			-420460-226
GALLS, LLC									
	CC-389	01/07/25 SO540006-Witmer Public Safety	94.69			1000 202200		101000	
Witmer Public Safety						CC Accounting: 1000-			-420460-226
Witmer Public Safety Group Inc.									

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Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	CC-390	01/11/25 ADOBE - Admin	16.80			1000 202200		101000
ADOBE					CC Accounting: 1000-	-410550-330		
ADOBE	CC-390	01/11/25 ADOBE - PD	2.40			1000 202200		101000
ADOBE					CC Accounting: 1000-	-420100-330		
ADOBE	CC-390	01/11/25 ADOBE - Water	14.39			5210 202200		101000
ADOBE					CC Accounting: 5210-	-430510-330		
ADOBE	CC-390	01/11/25 ADOBE - Sewer	14.39			5310 202200		101000
ADOBE					CC Accounting: 5310-	-430610-330		
ADOBE	CC-391	01/09/25 EPoliceSupply - Badges for FD	78.95			1000 202200		101000
EPolice Supply					CC Accounting: 1000-	-420460-226		
EPoliceSupply	CC-392	01/09/25 GALLS -Nametag Fire Dept	28.29			1000 202200		101000
Galls LLC					CC Accounting: 1000-	-420460-226		
GALLS, LLC	CC-410	01/15/25 Ravalli Electric	38.50			1000 202200		101000
RAVALLI ELECTRIC CO-OP					CC Accounting: 1000-	-420422-340		
RAVALLI ELECTRIC CO-OP	CC-410	01/15/25 Ravalli Electric	115.50			5610 202200		101000
RAVALLI ELECTRIC CO-OP					CC Accounting: 5610-	-430300-340		
*** Claim from another period ( 1/25) ****								
19502	E	852 CENEX FLEETCARD	1,577.19					
Fuel for the Town								
	306315CL	01/31/25 Fuel	86.84			1000 420460	231	101000
	306315CL	01/31/25 Fuel	37.91			1000 420730	231	101000
	306315CL	01/31/25 Fuel	69.54			1000 420460	231	101000
	306315CL	01/31/25 Fuel	163.32			1000 420100	231	101000
	306315CL	01/31/25 Fuel	217.29			1000 420100	231	101000
	306315CL	01/31/25 Fuel	116.17			1000 420100	231	101000
	306315CL	01/31/25 Fuel	295.37			1000 430100	231	101000
	306315CL	01/31/25 Fuel	295.37			5210 430510	231	101000
	306315CL	01/31/25 Fuel	295.38			5310 430610	231	101000
19503		1938 Cowdog Mechanical LLC	914.00					
Repair heating unit in Town Hall								
	0400	02/11/25 Repair Heating Unit	914.00*			1000 411201	360	101000
*** Claim from another period ( 1/25) ****								
19504	C	1696 First Call Computer Solutions,	575.00					
.GOV monthly charges for month of January 2025								
	103128	01/31/25 .GOV - ADMIN	69.00			1000 410550	331	101000
	103128	01/31/25 .GOV - PD	92.00			1000 420100	331	101000
	103128	01/31/25 .GOV - COURT	34.50			1000 410360	331	101000
	103128	01/31/25 .GOV - FD	57.50			1000 420410	331	101000

\* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	103128	01/31/25 .GOV - WATER	92.00			5210 430510	331	101000
	103128	01/31/25 .GOV - SEWER	92.00			5310 430610	331	101000
	103128	01/31/25 .GOV - COUNCIL	92.00*			1000 410100	331	101000
	103128	01/31/25 .GOV - MAYOR	23.00			1000 410200	331	101000
	103128	01/31/25 .GOV - AIRPORT	23.00			5610 430300	331	101000
*** Claim from another period ( 1/25) ****								
19505	C	1904 Trapper Peak Law, Melanie C	2,376.48					
Prosecuting Services for January 2025								
	1083	02/03/25 Prosecuting Services	90.00*			1000 410364	370	101000
Travel 12/5,11,20/24								
	1083	02/03/25 Prosecuting Services	129.00			1000 410364	352	101000
	1089	02/04/25 Prosecuting Services	540.00			1000 410364	352	101000
	1079	02/03/25 Prosecuting Services	60.00			1000 410364	352	101000
	1086	02/04/25 Prosecuting Services	455.86			1000 410364	352	101000
	1090	02/04/25 Prosecuting Services	375.00			1000 410364	352	101000
	1080	02/03/25 Prosecuting Services	105.00			1000 410364	352	101000
	1082	02/03/25 Prosecuting Services	126.62			1000 410364	352	101000
	1088	02/04/25 Prosecuting Services	150.00			1000 410364	352	101000
	1081	02/03/25 Prosecuting Services	60.00			1000 410364	352	101000
	1084	02/04/25 Prosecuting Services	150.00			1000 410364	352	101000
	1085	02/04/25 Prosecuting Services	135.00			1000 410364	352	101000
*** Claim from another period ( 1/25) ****								
19506	C	728 HDR ENGINEERING,INC.	5,533.61					
Water Leak Improvement Project. Budget for project is \$464,932, budget remaining is \$159,936.02. This work is for design and drawings for the water system SCADA upgrades.								
	1200693565	01/25/25 Water Leak Proj - PM	1,060.46			5230 430550	900	2 101000
	1200693565	01/25/25 Water Leak Proj -Final Des	4,473.15			5230 430550	900	2 101000
*** Claim from another period ( 1/25) ****								
19507	E	1659 CHS Mountain West CO-OP	55.81					
Fuel for Town								
	UV4-UX0649	01/09/25 Fuel	18.60			1000 430100	231	101000
	UV4-UX0649	01/09/25 Fuel	18.60			5210 430510	231	101000
	UV4-UX0649	01/09/25 Fuel	18.61			5310 430610	231	101000
*** Claim from another period ( 1/25) ****								
19508		34 STEVENSVILLE HARDWARE AND RENTAL	363.82					
Supplies for the Town								
	CC-387	01/09/25 Stevi Hardware - 16199683	7.64			1000 202200		101000
Stevi Hardware								
						CC Accounting: 1000-	-410550-210	
STEVENSVILLE HARDWARE AND RENTAL INC								
	CC-396	01/03/24 Stevi Hardware-16198659	30.13			1000 202200		101000
Stevi Hardware								
						CC Accounting: 1000-	-430200-220	
STEVENSVILLE HARDWARE AND RENTAL INC								
	CC-397	01/08/24 Stevi Hardware-16199455	11.22			1000 202200		101000
Stevi Hardware								
						CC Accounting: 1000-	-430200-231	
STEVENSVILLE HARDWARE AND RENTAL INC								

\* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	CC-397	01/08/24 Stevi Hardware-16199455	11.26			5210 202200		101000
		Stevi Hardware		CC Accounting: 5210-		-430510-231		
		STEVENSVILLE HARDWARE AND RENTAL INC						
	CC-397	01/08/24 Stevi Hardware-16199455	11.22			5310 202200		101000
		Stevi Hardware		CC Accounting: 5310-		-430610-231		
		STEVENSVILLE HARDWARE AND RENTAL INC						
	CC-398	01/20/25 Stevi Hardware-16199877	7.64			1000 202200		101000
		Stevi Hardware		CC Accounting: 1000-		-460430-231		
		STEVENSVILLE HARDWARE AND RENTAL INC						
	CC-399	01/14/25 Stevi Hardware-16200528	5.28			1000 202200		101000
		Stevi Hardware		CC Accounting: 1000-		-430200-220		
		STEVENSVILLE HARDWARE AND RENTAL INC						
	CC-400	01/14/25 Stevi Hardware-16200517	19.79			1000 202200		101000
		Stevi Hardware		CC Accounting: 1000-		-460430-220		
		STEVENSVILLE HARDWARE AND RENTAL INC						
	CC-400	01/14/25 Stevi Hardware-16200515	5.26			1000 202200		101000
		Stevi Hardware		CC Accounting: 1000-		-460430-220		
		STEVENSVILLE HARDWARE AND RENTAL INC						
	CC-405	01/15/25 1620063-Stevi Hardware-FD	6.29			1000 202200		101000
		Stevi Hardware		CC Accounting: 1000-		-420460-232		
		STEVENSVILLE HARDWARE AND RENTAL INC						
	CC-406	01/16/25 Stevi Hardware- 16200848	6.29			1000 202200		101000
		16200848		CC Accounting: 1000-		-430100-220		
		STEVENSVILLE HARDWARE AND RENTAL INC						
	CC-406	01/21/25 Stevi Hardware - 16201707	23.91			1000 202200		101000
		16201707		CC Accounting: 1000-		-430100-220		
		STEVENSVILLE HARDWARE AND RENTAL INC						
	CC-406	01/22/25 Stevi Hardware - 16201829	13.49			1000 202200		101000
		16201829		CC Accounting: 1000-		-430100-220		
		STEVENSVILLE HARDWARE AND RENTAL INC						
	CC-406	01/29/25 Stevi Hardware - 16202982	5.21			1000 202200		101000
		16202982		CC Accounting: 1000-		-430100-232		
		STEVENSVILLE HARDWARE AND RENTAL INC						
	CC-406	01/23/29 Stevi Hardware - 16202009	13.49			1000 202200		101000
		16202009		CC Accounting: 1000-		-430100-220		
		STEVENSVILLE HARDWARE AND RENTAL INC						
	CC-406	01/28/25 Stevi Hardware - 16202849	26.98			1000 202200		101000
		16202849		CC Accounting: 1000-		-430100-220		
		STEVENSVILLE HARDWARE AND RENTAL INC						
	CC-406	01/24/25 Stevi Hardware - 16202191	35.96			5310 202200		101000
		16202191		CC Accounting: 5310-		-430610-230		
		STEVENSVILLE HARDWARE AND RENTAL INC						
	CC-407	01/30/25 Stevi Hardware - 16203163	11.05			5210 202200		101000
		16203163		CC Accounting: 5210-		-430510-220		
		STEVENSVILLE HARDWARE AND RENTAL INC						

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Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
16203209	CC-407	01/30/25 Stevi Hardware - 16203209	39.76			5210 202200		101000
		STEVENSVILLE HARDWARE AND RENTAL INC			CC Accounting: 5210-	-430510-220		
16203141	CC-408	01/30/25 Stevi Hardware -16203141	35.97			5310 202200		101000
		STEVENSVILLE HARDWARE AND RENTAL INC			CC Accounting: 5310-	-430610-220		
16203208	CC-408	01/30/25 Stevi Hardware -16203208	17.99			5310 202200		101000
		STEVENSVILLE HARDWARE AND RENTAL INC			CC Accounting: 5310-	-430610-220		
16203208	CC-408	01/30/25 Stevi Hardware -16203208	17.99			5210 202200		101000
		STEVENSVILLE HARDWARE AND RENTAL INC			CC Accounting: 5210-	-430510-220		
*** Claim from another period ( 1/25) ****								
19509	C	1754 Construct Montana, LLC	828.82					
		Building Inspector Fee for the Month of January						
		1151 02/03/25 Bldg Inspection Fee	828.82			2394 420531	350	101000
*** Claim from another period ( 1/25) ****								
19510		16 MONTANA ENVIRONMENTAL LAB LLC	1,562.95					
		Lab Testing for WWTP & Water for month of January 2025						
		2413600 01/02/25 Lab Testing WWTP	226.50			5310 430640	355	101000
		2500002 01/03/25 Lab Testing WWTP	65.00			5310 430640	355	101000
		2500035 01/09/25 Lab Testing WWTP	257.10			5310 430640	355	101000
		2500216 01/16/25 Lab Testing WWTP	419.15			5310 430640	355	101000
		2500507 01/20/25 Lab Testing WWTP	257.10			5310 430640	355	101000
		2500766 01/29/25 Lab Testing WWTP	257.10			5310 430640	355	101000
		2413582 01/03/25 Lab Testing WWTP	15.00*			5210 430540	355	101000
		2500215 01/10/25 Lab Testing WWTP	66.00*			5210 430540	355	101000
*** Claim from another period ( 1/25) ****								
19511	C	858 MILLER LAW OFFICE, PLLC	1,200.00					
		BFE Discovery Response. Well-1 change app						
		1366 02/06/25 Professional Legal Svcs	1,200.00			5210 430530	352	101000
*** Claim from another period ( 1/25) ****								
19512	C	1787 Valli Information Systems, Inc.	445.10					
		Utility Billing Services for the month of January 2025						
		98894 01/31/25 UB Services Water/WWTP	222.55			5210 430510	331	101000
		98894 01/31/25 UB Services Water/WWTP	222.55			5310 430610	331	101000
*** Claim from another period ( 1/25) ****								
19513		33 NORTHWESTERN ENERGY	14,652.82					
		Northwestern Energy for the town						
		02/04/25 721275-6 Light Dist 3	250.94			2430 430263	340	101000
		02/04/25 722451-2 206 Buck 45% TH	364.78			1000 411201	340	101000
		02/04/25 722451-2 206 Buck 45% PD	364.78			1000 420100	340	101000
		02/04/25 722451-2 206 Buck 10% Bldg Dep	81.06			2394 420531	340	101000
		02/06/25 723606-0 Peterson Add'n Lighti	185.03			2420 430263	340	101000
		02/06/25 723607-8 Dayton Add'n Lighting	254.41			2410 430263	340	101000

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	02/04/25	724186-2 Maplewood Cemetery	10.56			1000 430900	340	101000
	02/04/25	724187-0 Main St seasonal Lig	70.66			1000 430263	340	101000
	02/06/25	724206-8 Orig Town Street Ligh	257.43			1000 430263	340	101000
	02/06/25	724207-6 ESH - 5th St. Lights	461.74			1000 430263	340	101000
	02/06/25	724208-4 5th St to Lange Park	17.83			1000 430263	340	101000
	02/06/25	724209-2 Add'l Town lighting	160.53			1000 430263	340	101000
	02/03/25	724515-2 MBF H20 plant	118.49			5210 430520	340	101000
	02/04/25	724518-6 102 Main St pump #1	113.45			5210 430520	340	101000
		724755-4 Riverside Cemetery IR	0.00			1000 430900	340	101000
		724756-2 Maplewood Cemetery	0.00			1000 430900	340	101000
	02/04/25	724942-8 Sewer lift station W.	20.77			5310 430620	340	101000
	02/04/25	724944-4 Sewer trtmnt plant	4,812.06			5310 430620	340	101000
	02/04/25	724971-7 Truck garage South	348.69			5210 430520	340	101000
	02/04/25	725036-8 L&C Yard Light	10.56			1000 460430	340	101000
	02/04/25	725041-8 L&C Park 5hp IRR	0.29			1000 460430	340	101000
	02/04/25	725042-6 L&C Park Parking Lot	6.00			1000 460430	340	101000
	02/04/25	725084-8 L&C Park Rest/Field	49.09			1000 460430	340	101000
	02/04/25	782189-5 214 Buck St.- H2O 25%	27.89			5210 430520	340	101000
	02/04/25	782189-5 214 Buck St. - WW 25%	27.89			5310 430620	340	101000
	02/04/25	782189-5 214 Buck St.- PD 50%	55.78			1000 420100	340	101000
	02/03/25	1447753-3 3rd & Park	12.79			1000 430263	340	101000
	02/04/25	1538216-1 421 Airport Rd - SRE	54.12			5610 430300	340	101000
	02/04/25	1538216-1 421 Airport Rd - FD	54.12			1000 420422	340	101000
	02/03/25	1685436-6 Crksde Mdws Ph 1	255.66			2440 430263	340	101000
	02/03/25	1685994-4 Crksde Mdws ph 2	137.41			2440 430263	340	101000
	02/05/25	2057364-8 Pool	48.23			1000 460445	340	101000
	02/03/25	2079637-1 MBF Well Field 305	4,958.26			5210 430520	340	101000
	02/03/25	2079645-4 MBF booster station	149.81			5210 430520	340	101000
	02/04/25	3148944-6 Twin Creeks Lighting	438.73			2450 430263	340	101000
	02/04/25	3218493-9 223 Main St	47.91			1000 460430	340	101000
	02/04/25	3672984-6 300 Main Street	6.00			1000 460430	340	101000
	02/03/25	3672985-3 Stevensville Cutoff	6.00			1000 430263	340	101000
	02/04/25	3691677-3 157 Sewer Work Rd	30.05			5210 430520	340	101000
	02/04/25	Sewer 157 Sewer Works Rd Depot	30.05			5310 430620	340	101000
	02/04/25	Streets 157 Sewer Works Rd Dep	30.05			1000 430200	340	101000
	02/06/25	3763580-2 Dickerson Park	6.69			1000 460430	340	101000
	02/04/25	3795194-4 206 Buck St Light	316.23			1000 411201	340	101000
		*** Claim from another period ( 1/25) ****						
19514	E	85 CENTURYLINK	63.93					
		Airport Phone account ending in 9556						
		01312025 01/31/25 Airport Phone	63.93			5610 430300	345	101000

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*** Claim from another period (12/24) ****								
19515		1164 ATCO International	1,773.00					
		Sewer line degreaser, gloves & bacteriological clearner for sewer lines.						
		I0638338 12/09/24 Operating Supplies for Sewer	1,773.00*			5310 430630	230	101000
		<b># of Claims</b>	<b>32</b>	<b>Total:</b>				<b>77,243.91</b>
		<b>Total Electronic Claims</b>	<b>29,994.09</b>	<b>Total Non-Electronic Claims</b>				<b>47249.82</b>



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<b>Fund/Account</b>	<b>Amount</b>
1000 GENERAL	
101000 Cash - Operating	42,057.13
2394 BUILDING CODE ENFORCEMENT	
101000 Cash - Operating	1,620.24
2410 DAYTON LIGHTING #1 DISTRICT 55	
101000 Cash - Operating	254.41
2420 PETERSON ADDN LIGHTING #2 DISTRICT 80	
101000 Cash - Operating	185.03
2430 GEO SMITH LIGHTING #3 DISTRICT 76	
101000 Cash - Operating	250.94
2440 CREEKSIDE LIGHTING #4 DISTRICT 77	
101000 Cash - Operating	393.07
2450 TWIN CREEKS LIGHTING #5 DISTRICT	
101000 Cash - Operating	438.73
5210 WATER	
101000 Cash - Operating	12,125.20
5230 ARPA WATER LEAK REPAIR	
101000 Cash - Operating	5,533.61
5310 SEWER	
101000 Cash - Operating	13,429.02
5610 AIRPORT	
101000 Cash - Operating	956.53
<b>Total:</b>	<b>77,243.91</b>

02/11/25  
15:21:10

TOWN OF STEVENSVILLE  
Claim Approval Signature Page  
For the Accounting Period: 2 / 25

Page: 11 of 11  
Report ID: AP100A

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

\_\_\_\_\_  
Stacie Barker, Councilmember

\_\_\_\_\_  
Isaiah Nelson, Councilmember

\_\_\_\_\_  
Cindy Brown, Councilmember

\_\_\_\_\_  
Wallace Smith, Councilmember

\_\_\_\_\_  
Bob Michalson, Mayor

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

**File Attachments for Item:**

a. Airport

## Stevensville Airport Manager's Report

February 2025

1. Maintenance
  - a. No new maintenance items to report
  - b. A group of volunteers and myself have continued to manage the accumulating snow with good success. NOTAMs have been consistently published while there have been any accumulations on the surfaces. After Thursday night's wind, drifting piles grew along the edges of the runway and taxiways. In some cases, the height of those piles made it unsafe for low-wing aircraft and the runway was closed via NOTAM.
2. CIP Projects for 2025/2026
  - a. The Montana Department of Aeronautics annual funding meeting took place on February 5<sup>th</sup> and 6<sup>th</sup> in Helena. Tyler Reed, Craig Thomas, and I attended. It was a bit of a rollercoaster, but in the end, Stevensville Airport did very well. We received funding for 100% of the local match for all of our 2025 projects. The design of these projects is well underway and will be complete by the end of February. In early March, these projects will be advertised for bidding.
3. Fuel
  - a. A Montana fuel vendor is moving forward with purchasing the existing tank from Hawthorn Aviation. We have come to a tentative agreement to supply the airport with fuel until our new tank is online. We are working through some of the final details and then will present it to Town Council for approval.
4. Airport Board
  - a. The board reviewed a new draft Airport Layout Plan presented by Morrison-Maierle. The new plan has a focus on identifying new revenue opportunities at the airport.
5. Lease Invoices
  - a. Lease invoices went out just before the end of the year. We have received \$14,635 to date. We still have eight lease invoices outstanding. We are about to send out the remaining user invoices, which represent approximately \$2,625.

**File Attachments for Item:**

b. Building Department

# **MONTHLY REPORT**

## **Building Department**

January 2025

<b><u>Permits Issued</u></b>	<b><u>Fees Collected</u></b>
<b><u>Building</u></b> ( 2 permits)	
1. NSFR .....	\$0
2. New/Remodel Commercial Building .....	\$511.20
3. Renovation/Remodel .....	\$0
4. Demo re-roof, commercial.....	\$0
<b><u>Electrical</u></b> ( 1 permits)	
1. NSFR .....	\$0
2. New/Remodel Commercial Building .....	\$0
3. Renovation/Remodel .....	\$75.00
4. Demo .....	\$0
<b><u>Mechanical</u></b> (2 permits)	
1. NSFR .....	\$0
2. New/Remodel Commercial Building .....	\$0
3. Renovation/Remodel .....	\$322.02
4. Demo .....	\$0
<b><u>Plumbing</u></b> (0 permit)	
1. NSFR .....	\$0
2. New/Remodel Commercial Building .....	\$0
3. Renovation/Remodel .....	\$0
4. Demo .....	\$0
<b>Total permits issued: 5</b>	<b>Total fees collected: \$908.22</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 Jenelle Berthoud, Town Clerk

**File Attachments for Item:**

d. Fire Department



# STEVENSVILLE FIRE DEPARTMENT

206 BUCK STREET

## Activity Report – January 2025

### **Calls for the Month of January: 49**

Calls for Stevensville Town: 17

Calls for Stevensville Rural: 26

Mutual Aid: 3

Missed calls: 3

Medical Response: 41

Fire Calls: 8

Motor Vehicle Crash: 0

Total Calls: 49

### **Calls for the Year to Date: 49**

Calls for Stevensville Town: 17

Calls for Stevensville Rural: 26

Mutual Aid: 3

Missed call: 3

Medical Response: 41

Fire Calls: 8

Motor Vehicle Crash: 0

Total Calls: 49



**File Attachments for Item:**

e. Police Department

# Stevensville Police Department Monthly Activity Report 2025

	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec
<b>CALLS FOR SERVICE</b>	57											
<b>ARRESTS ADULT/JUV</b>	3											
<b>TRAFFIC CITATIONS</b>	8											
<b>TRAFFIC STOPS</b>	15											
<b>TRAFFIC ACCIDENTS</b>	1											
<b>VEH TOWS</b>	1											
<b>HOMICIDES</b>	0											
<b>ROBBERIES</b>	0											
<b>BURGLARIES</b>	0											
<b>THEFTS</b>	2											
<b>ASSAULTS OR PFMA</b>	2											
<b>SEX CRIMES</b>	0											
<b>FRAUD CRIMES</b>	1											
<b>CRIMINAL MISCHIEF</b>	0											
<b>PRIVACY COMMUNICAT</b>	2											
<b>THREATS OR INTIMIDATION</b>	2											
<b>SUSPICIOUS ACTIVITY</b>	3											
<b>DISTURBANCE</b>	1											
<b>UNATTENDED DEATHS</b>	0											
<b>WELFARE CHECKS</b>	3											
<b>LOST/FOUND PROPERTY</b>	3											
<b>BURG ALARMS 911 HANGUPS</b>	2											
<b>VICTIM NOTIFICATION</b>	1											

**File Attachments for Item:**

f. Public Works

# TOWN OF STEVENSVILLE PUBLIC WORKS ACTIVITY REPORT January 2025

## UTILITIES REPORT

### Domestic Water Treatment

	<i>This Month</i>	<i>Last Month</i>
<i>Gallons Produced</i>	17,714,000	17,680,000

- 💧 Monthly, weekly and Annual reports to the state
- 💧 Monthly Meter Readings
- 💧 Unread Meters: 10
- 💧 Not currently replacing means Pine Street, vacant properties, shutoffs, etc.

### Waste Water Treatment

	<i>This Month</i>	<i>Last Month</i>
<i>Gallons Treated</i>	5,258,989	6,345,329

- 💧 State Reports and EPA, weekly monthly and Annual samples taken and reports submitted.
- 💧 Satisfied Permit reporting, testing and regulatory requirements
- 💧 Continued sludge press

○

## OTHER

- 💧 Preemptive Sanitary Sewer Jetting in all Grids
- 💧 Meter reads and billing cycle
- 💧 Daily road grid inspections
- 💧 Street maintenance, potholes, sign installation and replacement
- 💧 Water and Waste water plants rounds
- 💧 Preventive maintenance at WWTP buildings
- 💧 Vehicle Maintenance
- 💧 Alley maintenance
- 💧 Downtown risk management inspections
- 💧 Continued replacement of water meters
- 💧 Continued training on dump truck and skid steer
- 💧 Cleaned storm drains on Main St and alley between Main and Church
- 💧 Snow plowing
- 💧 One burial in Riverside cemetery
- 💧 Explored options for water leak detection
- 💧 Sent one employee to Phillipsburg for wastewater training

**File Attachments for Item:**

a. Discussion/Decision: Resolution No. 387f, a Resolution Amending Town Council Rules for the Town of Stevensville



## Stevensville Town Council Meeting

### Agenda Item Request

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

<b>Agenda Item Type:</b>	New Business
<b>Person Submitting the Agenda Item:</b>	Bob Michalson
<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>	02/13/2025
<b>Agenda Topic:</b>	Discussion/Decision: Resolution No. 387f, a Resolution Amending Town Council Rules for the Town of Stevensville
<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>	02/13/2025
<b>Notes:</b>	The town council held a Committee of the Whole meeting on 01/21/2025 to discuss the Town Council Rules and the Code of Conduct. The proposed changes and additions are highlighted in yellow on the Town Council Rules back up document.

## RESOLUTION NO. 387f

### A RESOLUTION AMENDING TOWN COUNCIL RULES FOR THE TOWN OF STEVENSVILLE

**WHEREAS**, on March 24, 2016, the Town Council revised and adopted the Town Council Rules by Resolution No. 387;

**WHEREAS**, on March 23, 2017, the Town Council revised and adopted the Town Council Rules by Resolution No. 387a;

**WHEREAS**, on September 24, 2018, the Town Council revised and adopted the Town Council Rules by Resolution No. 387b;

**WHEREAS**, on November 8, 2018, the Town Council revised and adopted the Town Council Rules by Resolution No. 387c;

**WHEREAS**, on February 13, 2020, the Town Council revised and adopted the Town Council Rules by Resolution No. 387d;

**WHEREAS**, on March 23, 2023, the Town Council revised and adopted the Town Council Rules by Resolution No. 387e;

**WHEREAS**, Part I, General Provisions, Addition of *Section 6, Mayor and or Council President has the authority to contact the town attorney regarding town matters. Councilmembers must have prior authorization from Mayor or presiding Council President to discuss town matters with the town attorney.*

**WHEREAS**, Part III, Meetings, Section 1, paragraph 1. Correction of meeting time from 6:00 to 6:30 pm.

**WHEREAS**, Part IV, Agenda, Section 1, paragraph 2, bullet point 4, Removal of *The Mayor may delay the addition of any agenda item submission to the agenda in order for the submission to be reviewed by the Town's attorney within 30 days. Person or persons submitting the agenda item will be notified by the Town Clerk via email if their agenda item is being reviewed by the Town's attorney.*

**WHEREAS**, Part IV, Agenda, Section 1, paragraph 2, bullet point 6, Addition of *and or a Councilmember.*

**WHEREAS**, Part VI, Rules of Council Debate, Section 1, #3, Addition of *Exhibit A for Motion References.*

**WHEREAS**, Part VIII, Voting, paragraph 3. Addition of *and Town Council Rules.*

**WHEREAS**, Part XI, Ordinances and Resolutions, Section 1, bullet point 1. Remove *Clerk of the Council* replace with *Town Clerk*.

**WHEREAS**, Part XIV, Town Council Procedures for filling a Vacancy in an Elected Town Office, Section 1, paragraph 2. Removal of *A vacating Councilmember may vote for their replacement, if available*.

**WHEREAS**, Part XIV, Town Council Procedures for filling a Vacancy in an Elected Town Office, Section 2, paragraph 1. Addition of the word *or between office and until a successor*.

**WHEREAS**, Part XIV, Town Council Procedures for filling a Vacancy in an Elected Town Office, Section 3, paragraph 4. Addition of *or special town*.

**WHEREAS**, Addition of Part XV, Conduct of Council Members, Section 1, paragraphs 1 and 2.

*Town Councilmembers are subject to federal, state and town non-discrimination and harassment laws. Councilmember conduct with one another and with staff shall be professional. The Town Council President will make arrangements with the Town Clerk to provide newly elected town Council officials on responsibilities and obligations.*

*In the event of an alleged conduct violation, a confidential written complaint shall be reported to and investigated by the Town Council President who refers to the town attorney for review and investigation of the complaint. Complaints about discriminatory or harassing conduct made to other employees shall be forwarded to the Town Council President. The Town shall conduct a confidential due process investigation of the complaint. In cases where a complaint is found to have merit, the Town Council shall determine and carry out the proper action/sanction up to and including remedies allowed under law.*

**NOW THEREFORE, BE IT RESOLVED** that the Town Council of the Town of Stevensville, hereby amends the Town Council Rules as revised, as attached to this resolution.

**PASSED AND ADOPTED** by the Town Council and Mayor of the Town of Stevensville the 13<sup>th</sup> day of February 2025.

**APPROVE:**

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_

Bob Michalson, Mayor

Jenelle S. Berthoud, Town Clerk



# TOWN OF STEVENSVILLE TOWN COUNCIL RULES AS

## SET BY RESOLUTION NO. 387f

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### **PART I. General Provisions**

#### **Section 1.**

These rules are supplementary to the provisions of Title 7, Chapter 1, Part 41, Montana Code Annotated (hereinafter MCA), Title 7, Chapter 5, Parts 41 and 42, MCA and Title 2, Chapters 2 and 3, MCA and Chapter 2 of the Stevensville Municipal Code (hereinafter SMC), as they relate to procedures for conducting meetings and public hearings before the Town Council of the Town of Stevensville.

#### **Section 2.**

To assure effective participation by all members of the Council and to protect the right of participation by all individuals appearing before the Council, all Council meetings and hearings shall be conducted in general conformance with "Robert's Rules of Order", except as otherwise provided by law.

#### **Section 3.**

A majority of those present and voting may suspend any of these rules or Robert's Rules.

#### **Section 4.**

Amendments to the Stevensville Town Council Rules for the Conduct of Council Meetings and Business shall require an affirmative vote of three fourths of Town Council members.

#### **Section 5.**

When a Council Meeting is in session, all communication concerning public matters between council, staff, and the public shall be openly performed and subject to public inspection and record keeping.

#### **Section 6.**

Mayor and or Council President has the authority to contact the town attorney regarding town matters. Councilmembers must have prior authorization from Mayor or presiding Council President to discuss town matters with the town attorney.

### **PART II. Duties of the Presiding Officer**

#### **Section 1.**

The presiding officer of the Council shall be the Mayor who shall arrange the meeting agenda in accordance with Part IV, coordinate the affairs of the Council, and preside at all meetings of the Council.

**Section 2.**

In the absence or disability of the Mayor, the President of the Council shall serve as its presiding officer and may vote as other members of the council. In the absence of the Mayor and of the President of the Council, the Council shall select one of its members to serve as its temporary presiding officer.

**Section 3.**

The Town Clerk shall record and maintain the minutes of the Council's proceedings, showing the vote of each member upon every question, or if failing to vote, indicating that fact; shall keep records of its examinations and other official actions; shall summarize briefly and accurately the substance of all matters proposed, discussed or decided; shall record the names and addresses of all persons appearing before the Council; shall, subject to the direction of the Council and presiding officer, conduct the correspondence of the Council; shall file said minutes and records in the office of the Council, which minutes and records shall be a public record; and shall be the custodian of the files and records of the Council.

**Section 4.**

The Presiding Officer shall interpret and apply the rules. If the Presiding Officer's ruling is challenged by a majority of those Council members present and voting, the current meeting shall recess, and the Council shall take up the question and issue a parliamentary ruling.

**PART III. Meetings**

**Section 1.**

Regular meetings of the Council shall be held on the second and fourth Thursday of each month at ~~6:00~~ 6:30 PM in the Council Chambers of Town Hall 206 Buck Street, Stevensville, Montana, or at such other time and place as designated by the Council.

If the regular meeting day is on a recognized holiday the Council shall, with proper notice, set an alternate day for the meeting.

In January of each year, the Council shall, after having established a schedule of the time, date and place of regular meetings for the year, cause a notice of the same to be published in the local newspaper; *Bitterroot Star*.

The notice and agenda of all regular meetings of the council shall be posted by the Town Clerk on the Town Hall bulletin board located at 206 Buck Street, Stevensville, Montana, no later than 5:00 p.m. on the Thursday prior to the regularly scheduled Council meeting. Minutes and Bi-weekly Claims can be added to the agenda packet by 5:00 pm on the Tuesday prior to the scheduled Town Council Meeting. Additionally, the Clerk shall provide copies of the notice, agenda, and supporting documents to each of the Council

members via email and posted on the Town Hall "notice board" and on the Town of Stevensville website.

**Section 2.**

Special meetings of the Council may be called in accordance with Sections 7-5-4102(1) (c) and 7-5- 4122, MCA.

**Section 3.**

To ensure public participation all meetings of the Council shall be open to the public except as provided in Section 2-3-203, MCA.

**Section 4.**

A majority of the members of the council constitute a quorum for the transaction of business, but a less number may meet and adjourn to any time stated and may compel the attendance of absent members, under such rules and penalties as the council may prescribe MCA §7-5-4121. The affirmative vote of a majority of the members physically present at a lawful meeting of the Council shall be necessary to adopt or reject any motion, resolution, or ordinance or pass any measure unless a greater number is required by law.

**PART IV. Agenda**

**Section 1.**

All reports, communications, ordinances, resolutions, contract documents, or other matters to be submitted to the Council, shall be submitted by 12 o'clock noon on the Wednesday immediately preceding the Thursday agenda publishing deadline to the Town Clerk. If the agenda item is associated with a public notice, three weeks prior to the proposed meeting time is needed for sufficient publication times in the local newspaper, *Bitterroot Star*.

- A late submission deemed necessary by the Mayor shall be delivered to the Town Clerk with a list of matters according to the order of business.
- Copies of the submissions and list shall be provided to each member of the Council no later than 5 p.m. on the Thursday preceding the Council meeting.

All Agenda Items to be considered by the Council shall be submitted via forms available from the Town Clerk or on the Town's website.

- The Mayor, with the assistance of the Town Clerk, shall prepare all council agendas and agenda packets.

In addition to the Mayor, any one Council member may submit an item of business for consideration by the council, backup documentation

included when applicable.

- Any member of the public may submit an item for consideration by the Council, backup documentation included when applicable.
- The Mayor must approve all agenda items before they are added to the agenda.
- ~~The Mayor may delay the addition of any agenda item submission to the agenda in order for the submission to be reviewed by the Town's attorney within 30 days. Person or persons submitting the agenda item will be notified by the Town Clerk via email if their agenda item is being reviewed by the Town's attorney.~~
- Any two Council members may override the Mayor's objection to adding of any agenda item by jointly requesting that the item be placed on the agenda.
- The Mayor **and or a Councilmember** may elect to revise the agenda by adding an item for consideration, provided the revised agenda shall be posted and distributed no less than 48 hours before the meeting.

## **PART V. Order of Business**

### **Section 1.**

The presiding officer shall prepare the Council agenda, which shall be in substantially the following form and order of business:

1. Call to order and Roll Call
2. Pledge of Allegiance
3. Public Comment (Public comment from citizens on items that are not on the agenda)
4. Approval of Minutes
5. Approval of Claims
6. Administrative Reports
7. Guests
8. Correspondence
9. Public Hearings
10. Unfinished Business
11. New Business
12. Board Reports
13. Town Council Comments
14. Executive Report
15. Adjournment

Council members may, by voting to "Suspend the Council Rules," consider and act upon routine and/or administrative items not on the agenda.

Unscheduled Matters: An item that is not listed on the agenda for the current meeting may be addressed during the Council comments section of the agenda. As a general rule, no matter of significant interest to the public shall be decided by the Council without prior notice to the public as a scheduled Council agenda item.

### **Section 2.**

The order of business may be adjusted by consent of the Council by Suspension of the Council Rules by a majority of the Council Members Present.

**Section 3.**

The Mayor and Town Clerk may omit an order of business if there is not an agenda item associated with the agenda packet for that scheduled Town Council meeting.

**PART VI. Rules of Council Debate**

**Section 1. Debate**

Council debate shall proceed in accordance with the following rules:

1. Every member desiring to speak shall address the presiding officer and, upon recognition, shall confine himself/herself to the question under debate, avoiding abusive and indecorous language.
2. A member, once recognized, shall not be interrupted when speaking unless it is to call him to order, or as herein otherwise provided. If a member, while speaking is called to order, he/she shall cease speaking until the question of order is determined, and, if in order, he/she shall be permitted to proceed.
3. Order of rotation in matters of debate or discussion shall be at the discretion of the presiding officer.
  - Please see Exhibit A for Motion References.

**Section 2. Motion to Reconsider**

A motion to reconsider any action may be made at any time before or during the second regular meeting after such action is taken. Such a motion may be made only if it has been regularly placed on the agenda by a Council Member who voted with the prevailing side in the original vote on the item. Approval of a motion to reconsider requires two-thirds of those members present and voting.

**Section 3. Potential Conflicts of Ethics or Interests**

Any member of the Council who has an interest in a matter before the Council as defined by the laws of the State of Montana (Title 2, Chapter 2, MCA) or as advised by the Town Attorney shall not participate in the debate, nor vote in the matter, nor seek to influence the vote of members of the Council. Any Council member attempting to so participate may be censured by a majority vote of the remaining members of the Town Council. "Censured" is defined as a formal resolution of the legislative body reprimanding a member for specified conduct. It is an official reprimand or condemnation for improper conduct pursuant to §7-5-4103, §7-5-4109 MCA.

If the presiding officer of the Council has an interest in a matter pending before the Council, as defined by the laws of the State of Montana, or as advised by the Town Attorney, he/she shall yield the chair to a member of the Council during the course of debate and decision concerning the matter in which he/she has an interest.

## **Section 4. Motions**

After a motion is duly made and seconded by the Council, no person shall address the Council without first securing the permission of the presiding officer.

## **Section 5. Consideration of Section by Section**

Any member desiring that a measure be considered section by section may request, stating how the matter is to be divided. After consideration section by section, the entire measure, as amended, shall be voted upon.

## **PART VII. Presentation to the Council (Other Than a Public Hearing)**

### **Section 1.**

The general manner in which items other than public hearings are handled by the Council shall be as follows:

\*An agenda item can be presented to the Council as a Discussion/Decision item, a Discussion item or an Informational item.

1. The presiding officer or staff member presents the item to the Council along with a brief summary of the matter for discussion, with or without recommendation.
2. For purpose of clarification, Council Members, after recognition by the presiding officer, may direct questions to the presiding officer or staff member.
3. Upon recognition by the presiding officer, comments from the applicant will be heard by the Council.
4. After recognition by the presiding officer, Council members may direct questions to the applicant.
5. All testimony shall be directed to the presiding officer.
6. The Council may, upon a proper motion and second, vote on the matter at hand or table the matter until a date certain.

### **Part VIII. Voting**

All contracts, service agreements, grant acceptance, ordinances, and resolutions require a roll call vote.

Any action of the Council shall be by roll call vote. The Mayor will call on the Town Clerk to take the vote.

The Mayor has the authority to break tie votes with the exception of when the Council is selecting its officers, when the Council is voting to appoint a Council member as its representative to a board, committee, or commission, **and Town Council Rules.**

When a Council member is acting as a Presiding Officer during the absence of the Mayor, they have the ability to vote in the same manner as they would as a Council

member.

## **PART IX. Public Hearings**

### **Section 1**

The Council may conduct public hearings or may appoint a committee or hearing officer for that purpose as provided in Section §7-1-4131, MCA. When heard by the Council the items will be presented to the Council in the same format as described in PART VII.

In addition, when public hearings and public interest matters are being heard and it is anticipated that a large number of citizens may wish to present Public Comment, the presiding officer, with the consent of the Council, may, prior to opening the hearing, establish reasonable guidelines, including reasonable time limits for presentations, for the conduct of the hearing. The presiding officer shall explain these guidelines to the audience prior to taking Public Comments.

### **Section 2.**

The Council shall not be bound by the strict rules of evidence, but may exclude irrelevant, immaterial, incompetent, or unduly repetitious Public Comment. The ruling of the presiding officer may be overruled by a majority vote of the Council.

### **Section 3.**

The proponents or opponents, their agent or attorney, may submit petitions and letters during or prior to the closing of the hearing and the same shall be entered by reference into the minutes and considered as other Public Comment received at the hearing. The Town Clerk will read any submitted petitions and letters during the public comment section of the public hearing. This would include any letters that were also received by the Town Clerk via email, general delivery mail or delivered in person to Town Hall by 5:00 pm on the meeting date.

### **Section 4.**

Following the presentation of all comments, the Council may:

1. Continue the hearing from day to day or to a date certain to allow additional information to be submitted to the Council as a body on any unresolved issues;
2. Close the public hearing and proceed to Council debate of the matter; or
3. Close the hearing and continue the Council debate and vote to a date certain.

A public hearing which has been formally closed may not be reopened. If additional information is required before a decision can be made, the Council, upon motion duly made, seconded, and passed, may call for an additional public hearing which hearing shall be duly noticed, specifying date, time, place and subject matter of the hearing.

## **PART X. Addressing the Council**

### **Section 1.**

The public is invited to speak on any item under discussion by the Council after recognition by the presiding officer. The speaker should step to the lectern or front of the room and, for the record, give his/her name and address and, if applicable, the person, firm, or organization he/she represents.

Prepared statements are welcomed and should be given to the Town Clerk to become part of the public record. All prepared statements shall become a part of the hearing record.

Comments are to be directed to the presiding officer.

### **Section 2.**

While the Council is **in** session, the members must preserve order and decorum. A member shall not delay or interrupt the proceedings, or the peace of the Council nor disturb any member while speaking or refuse to obey the orders of the Council or its presiding officer.

Any person making personal, impertinent or slanderous remarks or who shall become abusive or disruptive during the Council meeting shall be forthwith barred from further presentation to the Council by the presiding officer, unless permission to continue is granted by a majority vote of the Council.

## **PART XI. Ordinances and Resolutions**

### **Section 1.**

Ordinances and resolutions must be introduced by a member of the Council or the Mayor.

- If the draft ordinance is approved by the Mayor, it shall then be placed on the Council agenda for first reading, with second reading and final adoption by the Council occurring at least twelve (12) days after the first reading and provisional adoption. After being adopted, the ordinance shall be posted on the Town's posting board and copies shall be made available to the public by the ~~Clerk of the Council~~ **Town Clerk.**
- The reading of the ordinance's title and number shall be sufficient to constitute a reading, and an actual oral pronouncement of each word contained therein of the proposed ordinance shall be waived unless required by a majority vote of the Council.

### **Section 2.**

All ordinances, except emergency ordinances, shall become effective thirty (30) days after the second reading and final adoption. All resolutions and emergency ordinances shall become effective immediately, unless a delayed effective date is specified.

Prior to the next regularly scheduled Town Council meeting, all ordinances and resolutions



approved by the Town Council must either be vetoed by the Mayor, signed by the Mayor, or returned to the Town Clerk without the Mayor's signature.

If an ordinance or resolution is not signed or vetoed by the Mayor prior to the next regularly scheduled meeting, the ordinance or resolution will go into effect without the Mayor's signature. In the Mayor's absence, the Council President may sign ordinances and resolutions, except those ordinances or resolutions the Mayor requests not be signed.

**Section 3.**

Details relating to Emergency Measures shall be handled in accordance with §7-5-4204, MCA, Details relating to emergency measures.

- The nature of the emergency must be expressed in the preamble or body of the ordinance.
- The ordinance must receive two-thirds vote of all members present and voting.
- An emergency ordinance can only be passed if it is immediately necessary for the preservation of the peace, health, and safety of the citizens of Stevensville.

An ordinance passed as an emergency ordinance shall remain effective for no more than ninety (90) days.

**PART XII. Election of Council President**

**Section 1.**

Prior to the first regularly scheduled Town Council meeting in January following a general municipal election, any member of the newly organized Town Council who wishes to be a candidate for Council President shall notify the Town Clerk, in writing or via e-mail, of her/his desire to be President. The Town Clerk shall communicate the desire to become Council President to the Town Council and the Mayor.

**Section 2.**

The election of Town Council President shall be taken up as an item of new business on the agenda of the first regular Town Council meeting January following the municipal election. The election of Council President will be by voice vote recorded. A majority vote of Town Council is required to elect a nominee.

**Section 3.**

If a candidate(s) fails to obtain a majority, new nominations will be allowed after two successive votes fail to produce a majority. Unsuccessful candidates may be nominated.

**Section 4.**

If the position of Council President is vacated, the Town Council shall elect a new Council President at the first regularly scheduled meeting after the vacancy occurs.

### **PART XIII. Absences of a Town Council Member for more than 10 days**

A Town Council Member desiring to be absent from the Town continuously for ten (10) calendar days or more shall submit a written or electronic request for permission to be absent to the Town Clerk's office. The request shall be directed to the Town Council Members and the Mayor. The Town Clerk shall forward a copy of the Town Council Member's request to be absent to each Town Council Member and the Mayor. If three (3) or more Council Members have an objection to the absence, they may object, in writing or via e-mail, within three (3) calendar days after a copy of the request for absence has been sent to the Town Council members.

If no written objection is filed, the request shall be deemed approved. Pursuant to Section 7-4- 4111, MCA entitled, "Determination of Vacancy in Municipal Office," this provision shall be applicable to all Town Council Members who are elected or appointed to a term of office, and this shall be the Town Council's mechanism for giving its consent pursuant to Section 7-4-4111 (5), MCA, and shall provide for objecting parties to show cause for objections to request for absence.

After three (3) calendar days, the Town Clerk will notify the Town Council Member, requesting the absence, of approval or objection.

### **PART XIV. Town Council Procedures for filling a Vacancy in an Elected Town Office**

#### **Section 1.**

All vacancies within the Town of Stevensville shall be filled in accordance with §7-4-4112, MCA, Filling of vacancy and § 2-118, SMC.

Whenever Town Council has sufficient advance notice of a future vacancy in an elected office, Town Council shall attempt to fill the vacancy in advance of the actual vacancy in order to prevent an elected office from incurring a period of vacancy. ~~A vacating Council member may vote for their replacement, if available.~~

#### **Section 2.**

Pending an election and qualification, the council shall appoint a person within 30 days of the vacancy to hold the office ~~or~~ until a successor is elected and qualified.

Vacancies on the Council may be filled by an application process as described in Section 3.

The Town Council may determine the method of filling a vacancy of the Mayor's Office using one of the following methods at the next available council meeting.

In the case of a Mayor who has vacated office before a successor is appointed or elected,

the Town Council may, by a majority vote of its members, appoint the Town Council President to act as Mayor until a successor is either appointed, elected by Special Election or elected during the next General Municipal Election.

If a Mayor gives advance notice that he will vacate the office, the council may fill the office as follows:

- Appointment of the Council President to the office of Mayor until such time as a Special Election or General Municipal Election can be held.
- By an application process as described in Section 3.

### **Section 3.**

As soon as the Mayor or Town Council President becomes aware of a vacancy in an elected Town Office, or as soon as the Mayor or Town Council President receives official notice that an elected Town Office will become vacant at a specified date in the future, the Mayor or Town Council President shall make arrangements with the Town Clerk to publicly announce the vacancy using the same manner of advertising as when publicizing a public meeting, and the Town of Stevensville website.

The Town Clerk will receive written applications from citizens interested in applying to fill the vacancy in the elected office for ten calendar days from the date of the first public announcement by the Town Clerk's office.

The public announcement issued by the Town Clerk's office shall identify all the statutory established qualifications for an individual to be eligible to hold the vacant office.

The Town Clerk, in conjunction with the Town Attorney, shall prepare an application form for use by applicants interested in being selected to fill the vacant position if a preapproved application is not available. The application once prepared, shall be submitted to the Town Council at a regularly scheduled or special town council meeting for approval for use. The application, once approved by the Town Council, shall be maintained for future use and reviewed for accuracy before being used to fill a vacancy.

The application form shall request information as to the full name and address of the applicant, as well as all information necessary to determine if the applicant meets the statutorily established qualifications to fill the office.

The Town Clerk will review the written application in order to determine if an applicant meets the minimum qualification to fill the office as specified by State Law.

A list of all applicants, as well as a status of their eligibility, will be submitted by the Town Clerk to Town Council at its next regularly scheduled or special meeting after the application deadline. Each Town Council Member is entitled to select for interview or nomination a final slate of candidates.

All members of the Town Council who choose to apply for the Office of Mayor via the application process shall recuse themselves from the interview and selection process. The remaining members of the Town Council will complete the interview and selection process.

All applicants shall be interviewed using the same interview questions, without the presence of another applicant. No applicant shall be afforded an advance copy of the interview questions.

Upon completion of the interview process, each member of the Town Council will evaluate each applicant and then nominate an applicant for final selection via a majority vote of Town Council, in accordance with §7-4-4112, MCA Filling of Vacancies and §2-118, SMC. The successful applicant shall be sworn in at the earliest convenient time and date to assure continuity in Town government.

## **PART XV. Conduct of Council Members**

### **Section 1.**

Town Councilmembers are subject to federal, state and town non-discrimination and harassment laws. Councilmember conduct with one another and with staff shall be professional. The Town Council President will make arrangements with the Town Clerk to provide newly elected town Council officials on responsibilities and obligations.

In the event of an alleged conduct violation, a confidential written complaint shall be reported to and investigated by the Town Council President who refers to the town attorney for review and investigation of the complaint. Complaints about discriminatory or harassing conduct made to other employees shall be forwarded to the Town Council President. The Town shall conduct a confidential due process investigation of the complaint. In cases where a complaint is found to have merit, the Town Council shall determine and carry out the proper action/sanction up to and including remedies allowed under law.

TOWN COUNCIL RULES FOR THE TOWN OF STEVENSVILLE

**Exhibit A Motion References**

<b>To Do This</b>	<b>You Say This</b>	<b>Interrupt</b>	<b>Debatable</b>	<b>Amendable</b>	<b>Vote Required</b>
Adjourn the Meeting	I Move that we Adjourn	No	No	No	Majority
Recess the Meeting	I Move that we Recess until...	No	No	Yes	Majority
Complain About Noise, Etc.	Point of Privilege	Yes	No	No	No Vote: Chair Decides
Suspend Consideration of a Motion	I Move we Table	No	No	No	Majority
End Debate	I move the Previous Question	No	No	No	Majority
Postpone Consideration	I Move we Postpone this Matter	No	Yes	Yes	Majority
Have Something Studied Further	I Move we refer this to Committee	No	Yes	Yes	Majority
Amend a Motion	I Move that this Motion be Amended	No	Yes	Yes	Majority
Introduce Business (a primary motion)	I Move that	No	Yes	Yes	Majority
Object to Procedure or Personal Affront	Point of Order	Yes	No	No	No Vote: Chair Decides
Request Information	Point of Information	If Urgent	No	No	No Vote: Chair Decides
Ask for Vote by Actual Count	I Call for Division of the House	No	No	No	Request of One Member
To Stop Action on a Matter	I Move we Table	No	No	No	Majority
Reconsider a Matter Already Disposed of	I Move we Reconsider our Action	Yes	If the original motion is debatable	No	Majority
Vote on a Ruling by the Chair	I Appeal the Chair's Decision	Yes	No	No	Majority
Object to Considering an Improper Matter	I Object to Consideration of	Yes	No	No	Majority

**Town of Stevensville, Town Council Rules**  
**Receipt Page**

The Town of Stevensville Town Council Rules is implemented by a resolution of the Town Council. As such, it is a directive of the Town Council, and it shall be followed and implemented, and it is expected that all town council members adhere to these rules whenever possible.

By signing this statement, you, the town councilmember, acknowledges the Town of Stevensville Town Council Rules have been received and that it is your responsibility to read and comply with the policies contained in these rules.

\_\_\_\_\_  
Town Councilmember Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town Councilmember Printed Name

ATTEST:

\_\_\_\_\_  
Town Clerk

**File Attachments for Item:**

b. Discussion/Decision: Resolution No. 561 a Resolution Adopting Fees & Locations for Food Trucks and Food Vendors by the Town of Stevensville



## Stevensville Town Council Meeting

### Agenda Item Request

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

<b>Agenda Item Type:</b>	New Business
<b>Person Submitting the Agenda Item:</b>	Bob Michalson
<b>Second Person Submitting the Agenda Item:</b>	Jenelle Berthoud, Town Clerk Andrena Case, Deputy Clerk
<b>Submitter Title:</b>	Mayor
<b>Submitter Phone:</b>	
<b>Submitter Email:</b>	
<b>Requested Council Meeting Date for Item:</b>	02/13/2025
<b>Agenda Topic:</b>	Discussion/Decision: Resolution No. 561 a Resolution Adopting Fees & Locations for Food Trucks and Food Vendors by the Town of Stevensville
<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>	02/13/2025
<b>Notes:</b>	There has been an interest in having locations for food trucks and food vendors to set up within the town limits of Stevensville. The town clerk and the deputy clerk have met with Mayor Michalson and with Stephen Lassiter, Public Works Supervisor, to discuss fees and locations. The fees collected from rental spaces would go back to the parks department. Revenue generated from these fees can be used for pavilion repairs, bathroom maintenance and other park-related expenses. Food trucks and food vendors would have to hold a transient business license with the town and no electrical hookups would be provided. Spaces would not be rented during special events. (example would be Creamery Picnic)



**RESOLUTION NO. 561**

**A RESOLUTION ADOPTING  
FEES & LOCATIONS FOR  
FOOD TRUCKS AND FOOD VENDORS  
BY THE TOWN OF STEVENSVILLE**

**WHEREAS**, MCA 7-1-4123(7) authorizes local governments to charge reasonable fees for the provision of services; and

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

**WHEREAS**, the Town Council periodically sets fees and charges for various services provided by the Town.

**WHEREAS**, Food Truck and Food Vendor Fee is set at \$25.00 per day per space (dates and times scheduled through Town Hall); and

**WHEREAS**, locations for Food Trucks and Food Vendors would be located at Lewis & Clark Park (spaces designated by Public Works Supervisor) and one location at Town Hall; and

**NOW THEREFORE, BE IT RESOLVED**, by the Town Council of the Town of Stevensville, herby adopts the fees for Food Trucks and Food Vendors and locations.

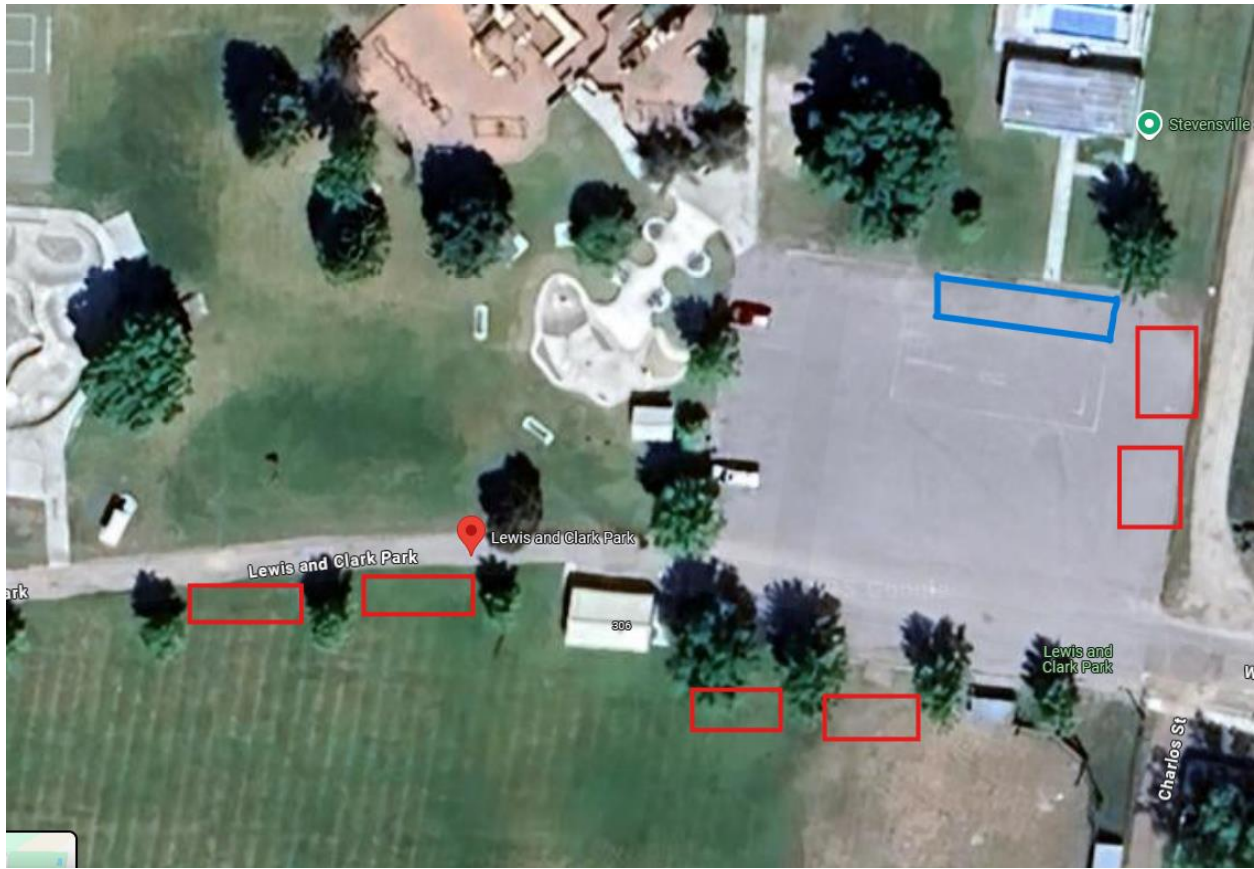
**PASSED AND ADOPTED**, dated this 13<sup>th</sup> day of February 2025, after motion and second at a regular meeting of the Stevensville Town Council.

**Approved:**

**Attest:**

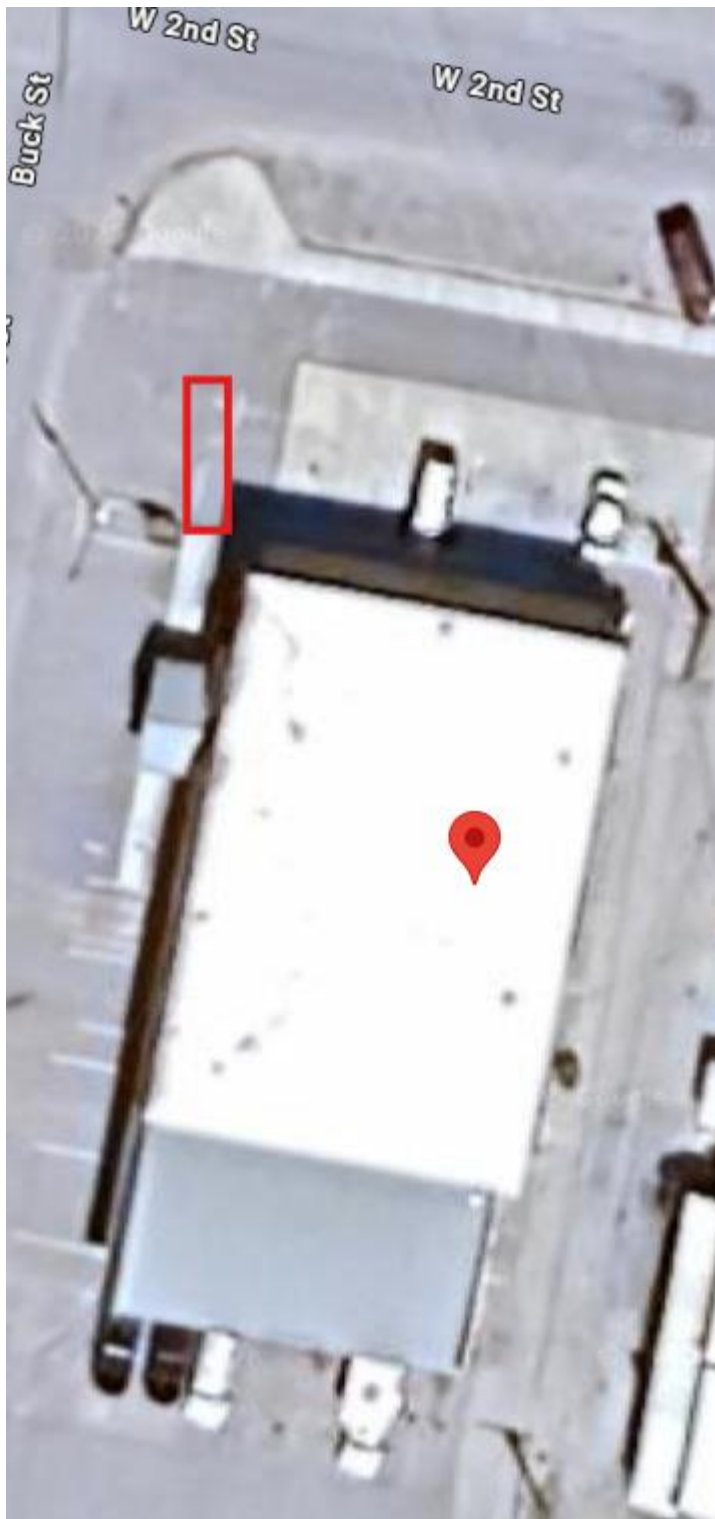
\_\_\_\_\_  
**Bob Michalson, Mayor**

\_\_\_\_\_  
**Jenelle S. Berthoud, Town Clerk**



**Red** rectangles indicate parking locations for food trucks and food vendors at Lewis & Clark Park.

**Blue** rectangle indicates parking locations for food trucks and food vendors when the pool is not in use. (spring and fall months)



Red rectangle indicates parking locations for food truck and food vendor at Town Hall.

**File Attachments for Item:**

c. Discussion/Decision: Service Contract Between Trojan Technologies Group ULC and the Town of Stevensville



## Stevensville Town Council Meeting

### Agenda Item Request

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

<b>Agenda Item Type:</b>	New Business
<b>Person Submitting the Agenda Item:</b>	Bob Michalson
<b>Second Person Submitting the Agenda Item:</b>	Stephen Lassiter, Public Works Supervisor
<b>Submitter Title:</b>	Mayor
<b>Submitter Phone:</b>	
<b>Submitter Email:</b>	
<b>Requested Council Meeting Date for Item:</b>	02/13/2025
<b>Agenda Topic:</b>	Discussion/Decision: Service Contract Between Trojan Technologies Group ULC and the Town of Stevensville
<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>	02/13/2025
<b>Notes:</b>	<p>The towns sewer system/plant uses a UV process for the final stage of wastewater treatment. The towns UV system is a Trojan UV system.</p> <p>Trojan Technologies Group provides preventive maintenance services for sewer systems and plants.</p> <p>This contract has been reviewed by the town's attorney, Greg Overstreet, and he agrees with the contract as presented.</p>

**SERVICE365  
& STREAM CONNECTION  
PROPOSAL**

BETWEEN

TROJAN TECHNOLOGIES GROUP ULC  
("Trojan Technologies")

AND

**Project 511704– Stevensville, Montana**

FOR WORK ON

TROJAN UV3000 PLUS SYSTEM

**NOTICE**

The attached agreement is proprietary and may not be reproduced or distributed to parties not directly associated with the company noted herein without the express written permission of Trojan Technologies.

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## 1 CONTRACT OVERVIEW

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1	Pricing	<b>Service365 Contract Price is</b>	
		For 1 (one) visits per year. 1 (one) day per visit. 8 (eight) hours per day.	<b>\$1625.00USD /year</b>
3	Contract Term	5(five) Years	
4	Basis of Pricing	For 5-year contract: Contract Price locked in for 5-years and is subject to price increase at the time of renewal	
5	Contract Start Date	03-01-2025	
6	Contract End Date (Renewal date)	03-01-2029	

## 2 SERVICE365 INTRODUCTION

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SERVICE365 is a preventive maintenance program offered by Trojan Technologies to safeguard your TrojanUV system performance year after year. Trojan Technologies provides full-service support with comprehensive service plans under the SERVICE365 program. Regular maintenance using TrojanUV replacement parts is key to ensuring your UV system is operating at peak performance and continuing to meet your treatment requirements.

We have a dedicated team of field-service experts across North America ready to assist with your TrojanUV system maintenance, resolve operational challenges, and meet your objectives.

The following are the key benefits of having a SERVICE365 preventive maintenance plan and STREAM Connection in place:

- Lengthen equipment life.
- Reduce risk of breakdowns.
- Increase equipment efficiency.
- Decrease unplanned downtime.
- Promote health and safety.
- Save time and money.

## 3 SERVICE365 DETAILS

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During the contract term:

- Trojan Technologies shall perform ‘Routine Maintenance’ as described in Section 4 of this contract.
- A service report will be provided including the details of the maintenance performed, any parts replaced, and an overview of the system performance and recommendations along with action plan until the next visit.

Following table provides a summary of the service plan for the UV3000Plus System:

No.	Project#	Project Name	System Info	Routine Maintenance
1	511704	Stevensville	No. of Channels: 1 No. of Banks/Channel: 2 No. of Modules/Bank: 3 No. of Lamps/Module: 4  Total Lamp Count: 24	1 Visit Per Year



## 4 ROUTINE MAINTENANCE

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Trojan’s certified expert will carry out the following preventive maintenance activities on your Trojan UV3000Plus system as a part of the routine maintenance during each service visit:

## 5 ASSUMPTIONS & CAVEATS

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This contract assumes the equipment will be operated and maintained in strict accordance with the instructions specified in the Operation and Maintenance Manual and Product Bulletins. Operation other than as so specified may void manufacturer’s warranties and additional service and maintenance required due to such operation is in addition to the services to be performed pursuant to this contract.

The maintenance requirements for your system can be found in the Operation and Maintenance (O&M) Manual.

This contract does not cover the repair or replacement of any components which have failed due to the following:

- Mishandling, misuse, neglect, improper storage, improper operation of the equipment with other equipment furnished by the Customer or by other third parties, or from defects in designs or specifications furnished by or on behalf of the Customer by a person other than Trojan
- Equipment that has been altered or repaired after start-up by anyone except an authorized representative of Trojan or the Customer acting under specific written instructions from Trojan
- Use of parts not supplied or approved by Trojan.

## 6 REVISION INDEX

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Rev No.	Document Type	Date Submitted	Submitted By
A1	Service 365 Proposal	DD-MM-YYYY	RAM/ISM Initials
A2	Service 365 Contract – Final Copy	DD-MM-YYYY	RAM/ISM Initials
A3	Customer Confirmed Copy	DD-MM-YYYY	RAM/ISM Initials

B1	Service365 Proposal – revised Rev A1 per client request	DD-MM-YYYY	RAM/ISM Initials
B2	Service 365 Contract – Final Copy	DD-MM-YYYY	RAM/ISM Initials
B3	Customer Confirmed Copy	DD-MM-YYYY	RAM/ISM Initials

## 7 COMMERCIAL BASIS

1	Additional Support Services	<p>During the scheduled service visits, any additional time (overtime) required outside of what is included in the scope of this contract will be invoiced separately at USD 315.00 per hour.</p> <p>Additional Service visits outside the routine maintenance visits, if needed, will be quoted and invoiced separately.</p>
2	Taxes	Not included; will be applied on the “Service365 Contract Price” noted above
2	Payment Terms	Net 30 days Payable annually in advance on the first day of each 12-month period during the contract term
4	Terms and Conditions	Please refer to Trojan’s Terms and Conditions of sale in Section 9.1 of this document
5	Renewal Terms	Subject to the Terms and Conditions attached to this document, this contract shall renew automatically on the renewal date recorded above, and on each anniversary of the renewal date, unless either party gives written notice to cancel this Agreement not less than sixty (60) days prior to the renewal date or any subsequent anniversary thereof.
6	Site Access	If access to site is refused to Trojan Technologies, then a request will be made in writing to the Operations Manager for the site. If after 30 days of issue of the request letter, access is still denied then an additional invoice will be issued for this site visit at the then current rates for the service(s) intended on that visit.

## 8 CONFIRMATION

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Trojan Technologies and the Customer agree that the terms and conditions attached hereto as Attachment # 1 attached hereto shall form a part of this Agreement and shall be binding upon the parties hereto. Trojan Technologies invites the Customer to review the Terms and Conditions with a representative of Trojan Technologies.

Stevensville  
157 Sewer Works Rd  
Stevensville, Montana, USA, 59870

TROJAN TECHNOLOGIES GROUP  
ULC  
3020 Gore Rd.  
London, Ontario, Canada, N5V4T7

By:

By: Todd Bartlett, Director, Service N.A.

**Print Name:** Stephen Lassiter  
**Title:** Public Works Director  
**Email:**  
publicworks@townofstevensville.gov  
**Phone:** 406-880-5989

**Print Name:** Taylor Riordon  
**Title:** Inside Account Manager  
**Email:**  
mountainwestus@trojantechnologies.com  
**Phone:** 519-857-2479

## 9 APPENDIX

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### 9.1 TERMS AND CONDITIONS

Following is the link to the document that sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided by Trojan Technologies.

<https://www.trojantechnologies.com/en/policies/terms-and-conditions-of-sale>

## TERMS AND CONDITIONS OF SALE

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by the seller entity identified on the purchase order ("SELLER") and sold to the original purchaser thereof ("BUYER"). The term "SELLER" includes only SELLER, and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of SELLER and BUYER, these Terms & Conditions of Sale establish the rights, obligations and remedies of SELLER and BUYER which apply to this offer and any resulting order or contract for the sale of SELLER's goods and/or services ("Products").

- 1. APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in SELLER's proposal, offer, order acknowledgment, packing slip, and/or invoice documents. The first of the following acts constitutes an acceptance of SELLER's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions of Sale: (i) BUYER's issuance of a purchase order document against SELLER's offer; (ii) acknowledgement of BUYER's order by SELLER; or (iii) commencement of any performance by SELLER pursuant to BUYER's order. Provisions contained in BUYER's purchase documents (including electronic commerce interfaces) that materially alter, add to, or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.
- 2. CANCELLATION AND RETURN:** The whole or any part of this order may be cancelled only with the prior written consent of SELLER. If SELLER does consent to a cancellation, such consent will be given only upon payment of reasonable cancellation charges in an amount determined by SELLER and which will include recovery of costs plus reasonable profit. In addition, with respect to any Products returned on cancellation, BUYER will pay SELLER's cost of placing the returned Products in a saleable condition, sales expenses incurred by SELLER in connection with such returned Products, a reasonable restocking charge and freight costs incurred in connection with the original shipment and in connection with returning such Products to SELLER, all in such amounts as are advised to the BUYER by SELLER. SELLER may cancel all or part of any order prior to delivery without liability if the order includes any Products that SELLER determines may not comply with export, safety, local certification, or other applicable compliance requirements. If SELLER'S offer contains a cancellation schedule, such schedule shall apply in lieu of the cancellation charges stated above.
- 3. DELIVERY:** Delivery will be accomplished FCA SELLER's determined shipping point; or on SELLER's discretion it will ship DDP or DAP foreign port unless otherwise expressly agreed between the parties using Incoterms® 2020. At SELLER's discretion other terms under Incoterms® 2020 may be used as required. In the event of any reference to "prepay and add" the applicable Incoterms® 2020 will be DDP or DAP at SELLER's discretion, while any reference to "collect" will be deemed to be FCA under the Incoterms® 2020 regardless of reference to reference to shipping point. In the event DDP or DAP is used for a transaction SELLER reserves the right to select the carrier and shipping mode. BUYER agrees to pay SELLER for any sales tax, brokerage fees, or other costs incurred as a result of the shipping mode chosen by SELLER. For all intents and purposes the FOB/FOD Legal title and risk of loss or damage pass to BUYER upon transfer to the first carrier, regardless of final destination and mode of transit. SELLER will use commercially reasonable efforts to deliver the Products ordered herein within SELLER's normal lead-time necessary for SELLER to deliver the Products sold hereunder. Upon prior agreement with BUYER and for an additional charge paid by BUYER, SELLER will deliver the Products on an expedited basis. Seller may, in its sole discretion, without liability or penalty, deliver partial shipments of Products to Buyer and ship the Products as they become available, in advance of the quoted delivery date. If the Products are delivered in installments, then insofar as each shipment is subject to the same Agreement, the Agreement will be treated as a single contract and not severable. Products will be boxed or crated as determined appropriate by SELLER for protection against normal handling and there will be an extra charge to the BUYER for additional packaging required by the BUYER with respect to waterproofing or other added protection. BUYER has sole responsibility for off-loading, storage and handling of the Products at the site. Where BUYER is responsible for any delay in the delivery date or installation date, the earlier of the date of delivery or the date on which the Products are ready for shipment by SELLER may be treated as the delivery date for purposes of determining the time of payment of the purchase price. Moreover, BUYER will be responsible for storage and insurance expenses with respect to such Products. Should BUYER fail to effect pick-up of Product as previously agreed in a timely manner, SELLER may, at its discretion, assess storage charges and a surcharge to the account of BUYER.

Trojan Technologies Group ULC  
3020 Gore Road, London, Ontario, Canada, N5V 4T7  
+1 519 457 3400 www.trojan technologies.com



4. **INSPECTION:** BUYER will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, BUYER will promptly notify SELLER of such nonconformance in writing. SELLER will have a reasonable opportunity to repair or replace the nonconforming Product at its option. BUYER will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance for such Products unless a written notification pursuant to this paragraph is received by SELLER within fourteen (14) calendar days of delivery to BUYER destination on order.
5. **PRICES & ORDER SIZES:** Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory, or excise taxes; import or export duties; special financing fees; value added tax, income, or royalty taxes imposed outside the U.S. or Canada; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. BUYER will either pay any and all such charges or provide SELLER with acceptable exemption certificates, which obligation survives performance under this Contract. Installation, maintenance and any other services which relate to the Products are not included unless specifically set forth in the offer. SELLER reserves the right to establish minimum order sizes and will advise BUYER accordingly. Any orders below the minimum order size are subject to a fee as set out by SELLER. Notwithstanding anything to the contrary set out herein, in the event of any delay to SELLER's delivery schedule caused by BUYER or its representatives (other than for Force Majeure or delays caused by SELLER), including without limitation, a suspension of work or the project, a postponement of the delivery date or failure to timely issue of a notice of commencement or similar document, then (i) the Purchase Price shall increase by 1% for every month or partial month of such delay and this Agreement shall be construed as if the increased Purchase Price were originally inserted herein, and BUYER shall be billed by SELLER on the basis of such increased Purchase Price, or (ii) SELLER shall have the right to terminate this Contract without penalty.
6. **PAYMENTS:** All payments must be made in agreed-to currency, normally Canadian or U.S. Dollars. Unless other payment terms are expressly agreed to by SELLER or otherwise required by the SELLER, invoices are due and payable NET 30 DAYS from date of the invoice, without regard to delays for inspection or transportation, with payments to be made by check to SELLER at the address listed in the purchase order or by bank transfer to the account obtainable from SELLER's Accounts Receivable Manager. In the event payments are not made or not made in a timely manner, SELLER may, in addition to all other remedies provided at law, either: (a) declare BUYER's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the outstanding balance at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof that there is an outstanding balance plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) pursue other collection efforts and recover all associated costs including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. BUYER is prohibited from setting off any and all monies owed under this Contract from any other sums, whether liquidated or not, that are or may be due to the BUYER, which arise out of a different transaction with SELLER or any of its affiliates. Should BUYER's financial condition become unsatisfactory to SELLER in its discretion, SELLER may require payment in advance or other security. If BUYER fails to meet these requirements, SELLER may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due to SELLER. BUYER hereby grants SELLER a security interest in the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds of the foregoing, to secure payment in full of all amounts to SELLER, which payment releases the security interest but only if such payment could not be considered an avoidable transfer under applicable laws. The security interest granted hereby constitutes a purchase money security interest under the applicable Uniform Commercial Code or Personal Property Security Act or other applicable law, and SELLER is authorized to make whatever registration or notification or take such other action as SELLER deems necessary or desirable to perfect such security interest. BUYER's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of BUYER, constitutes a default under this Contract and affords SELLER all of the remedies of a secured creditor under applicable law, as well as the remedies stated above for late payment or non-payment.
7. **LIMITED WARRANTY:** Unless specifically provided otherwise in SELLER's offer, SELLER provides the following Limited Warranty. SELLER warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written

warranty pertaining to the specific goods purchased, which for Products is for a period of twelve (12) months from delivery. SELLER warrants that services furnished hereunder will be free from defects in workmanship for a period of thirty (30) days from the completion of the services. Products repaired or replaced are not covered by any warranty except to the extent repaired or replaced by SELLER, an authorized representative of SELLER, or under specific instructions by SELLER, in which cases, the Products will be covered under warranty up to the end of the warranty period applicable to the original Products. The above warranties do not include the cost of shipping and handling of returned items. Parts provided by SELLER in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by SELLER shall become the property of SELLER. Except as included in SELLER'S offer, no warranties are extended to consumable items and for normal wear and tear. SELLER's special warranties may include additional limitations. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, repair, credit or refund of the purchase price, as determined by SELLER in its sole discretion. This remedy will not be deemed to have failed of its essential purpose so long as SELLER is willing to provide such replacement, credit or refund. To make a warranty claim, BUYER must notify SELLER in writing within 5 days of discovery of the defect in question. This notification must include a description of the problem, a copy of the applicable operator's log, a copy of BUYER's maintenance record and any analytical results detailing the problem. Any warranty hereunder or performance guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly, and is in good working order, (b) all operations are consistent with SELLER recommendations, (c) operating conditions at the installation site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise. Products manufactured by a third party ("Third Party Product") which are not incorporated into SELLER's Products are not covered by the warranty. With respect to any Third Party Product, the warranty, if any, is provided solely through the manufacturer of such Third Party Product, the terms of which vary from manufacturer to manufacturer and Seller assumes no responsibility on their behalf. For Third Party Products, specific warranty terms may be obtained from the manufacturer's warranty statement.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). SELLER is responsible for and will defend, indemnify and hold harmless the BUYER Indemnified Parties against all losses, claims, expenses or damages to the proportional extent caused by SELLER's breach of the Limited Warranty. BUYER is responsible for and will defend, indemnify and hold harmless SELLER Indemnified Parties against all losses, claims, expenses, or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any Products or the breach of any provision of this Contract by the BUYER or any third party affiliated or in privity with BUYER.
9. **PATENT PROTECTION:** SELLER shall further defend and indemnify BUYER Indemnitees from and against all Claims for actual infringement of all letters patent, trademarks, copyright or corresponding rights pertaining to goods provided under the Purchase Order, solely by reason of the sale or normal use of any goods sold to BUYER hereunder as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent. SELLER's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the goods according to their applications as envisioned by SELLER's specifications. In case the goods are in such suit held to constitute infringement and the use of the goods is enjoined, SELLER will, at its own expense and at its option, either procure for BUYER the right to continue using such goods or replace them with non-infringing products, or modify them so they become non-infringing, or remove the goods and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of SELLER for patent infringement by the goods. Further, to the same extent as set forth in SELLER's above obligation to BUYER, BUYER agrees to defend, indemnify and hold harmless SELLER for patent infringement related to (x) any goods manufactured to the BUYER's design, (y) services provided in accordance with the BUYER's instructions, or (z) SELLER's goods when used in combination with any other devices, parts or software not provided by SELLER hereunder. Subject to all limitations of liability provided herein, SELLER will, with respect to any Products of SELLER's design or manufacture, indemnify BUYER from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. or Canadian patent (or European patent for Products that SELLER sells to BUYER for end use in a member state of the E.U. or the U.K.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to BUYER hereunder and from reasonable expenses incurred by BUYER in defense of such suit if SELLER does not undertake the defense thereof, provided that BUYER promptly notifies SELLER of such suit and offers SELLER either (i) full and exclusive control of the defense of such

suit when Products of SELLER only are involved, or (ii) the right to participate in the defense of such suit when products other than those of SELLER are also involved. SELLER's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by SELLER's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, SELLER will, at its own expense and at its option, either procure for BUYER the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of SELLER for patent infringement by the Products. Further, to the same extent as set forth in SELLER's above obligation to BUYER, BUYER agrees to defend, indemnify and hold harmless SELLER for patent infringement related to (x) any goods manufactured to the BUYER's design, (y) services provided in accordance with the BUYER's instructions, or (z) SELLER's Products when used in combination with any other devices, parts or software not provided by SELLER hereunder.

10. **TRADEMARKS AND OTHER LABELS:** BUYER agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.
11. **SOFTWARE AND INTELLECTUAL PROPERTY:** All licenses to SELLER's separately provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such express licenses and for all other software, SELLER grants BUYER only a personal, non-exclusive license to access and use the software provided by SELLER with Products purchased hereunder solely as necessary for BUYER to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which BUYER may use under the terms and conditions of the specific license under which the open source software is distributed. BUYER agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). All SELLER contributions to the Products, the results of the services, and any other work designed or provided by SELLER hereunder may contain or result in statutory and non-statutory Intellectual Property, including but not limited to patentable subject matter or trade secrets; and all such Intellectual Property remains the sole property of SELLER; and BUYER shall not disclose (except to the extent inherently necessary during any resale of Product sold hereunder), disassemble, decompile, or any results of the Services, or any Products, or otherwise attempt to learn the underlying processes, source code, structure, algorithms, or ideas.
12. **PROPRIETARY INFORMATION AND PRIVACY:** "Proprietary Information" means any information, technical data, or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which SELLER considers proprietary, including but not limited to service and maintenance manuals. BUYER and its customers, employees, and agents will keep confidential all such Proprietary Information obtained directly or indirectly from SELLER and will not transfer or disclose it without SELLER's prior written consent, or use it for the manufacture, procurement, servicing, or calibration of Products or any similar products, or cause such products to be manufactured, serviced, or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains SELLER's property. No right or license is granted to BUYER or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of SELLER, except for the limited use licenses implied by law. In respect of personal data supplied by BUYER to SELLER, BUYER warrants that is duly authorized to submit and disclose these data, including but not limited to obtaining data subjects' informed consent. SELLER will manage BUYER's information and personal data in accordance with its Privacy Policy, a copy of which is available to BUYER upon request. In respect of other data and information that SELLER may receive in connection with BUYER's use of the Products including without limitation data that are captured by the Products and transmitted to SELLER, BUYER hereby grants SELLER a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data as needed for Product operation and maintenance, and to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of SELLER and its affiliates.
13. **SPECIAL TOOLS, DIES, JIGS, FIXTURES AND PATTERNS:** Any tools, dies, jigs, fixtures, patterns and similar items which are included or required in connection with the manufacture and/or supply of the Products will remain the property of SELLER without credit to the BUYER. SELLER assumes the cost for maintenance and replacement of such items and shall have the right to discard and scrap any such item after it has been inactive for a minimum of one year, without credit to the BUYER.

14. **CHANGES AND ADDITIONAL CHARGES:** SELLER reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by BUYER unless agreed upon in writing before the Products' delivery date. SELLER shall not be obligated to implement any changes or variations in the scope of work described in SELLER's scope of supply unless BUYER and SELLER agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes or variations necessitated by a change in applicable law occurring after the effective date of this Agreement including these Terms.
15. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by SELLER, BUYER agrees to permit prompt access to equipment. BUYER assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. BUYER is the operator and in full control of its premises, including those areas where SELLER employees or contractors are performing service, repair, and maintenance activities. BUYER will ensure that all necessary measures are taken for safety and security of working conditions, sites, and installations during the performance of any services. BUYER is the generator of any resulting wastes, including without limitation hazardous wastes. BUYER is solely responsible to arrange for the disposal of any wastes at its own expense. BUYER will, at its own expense, provide SELLER employees and contractors working on BUYER's premises with all information and training required under applicable safety compliance regulations and BUYER's policies. SELLER has no responsibility for the supervision or actions of BUYER's employees or contractors or for non-SELLER items (e.g., chemicals, equipment) and disclaims all liability and responsibility for any loss or damage that may be suffered as a result of such actions or items, or any other actions or items not under SELLER's control.
16. **LIMITATIONS ON USE:** BUYER will not use any Products for any purpose other than those identified in SELLER's catalogs and literature as intended uses. Unless SELLER has advised the BUYER in writing, in no event will BUYER use any Products in drugs, food additives, food, or cosmetics, or medical applications for humans or animals. In no event will BUYER use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. BUYER will not sell, transfer, export, or re-export any SELLER Products or technology for use in activities which involve the design, development, production, use, or stockpiling of nuclear, chemical, or biological weapons or missiles, nor use SELLER Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless BUYER has ordered Products specifying a California ship-to address, BUYER will not sell or deliver any SELLER Products for use in California. Any warranty granted by SELLER is void if any goods covered by such warranty are used for any purpose not permitted hereunder.
17. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise expressly agreed, BUYER is responsible for obtaining any required export or import licenses necessary for Product delivery. BUYER will comply with all laws and regulations applicable to the installation or use of all Product, including applicable import and export control laws and regulations of the U.S., E.U., and any other country having proper jurisdiction, and will obtain all necessary export or import licenses in connection with any subsequent export, re-export, transfer, and use of all Product and technology delivered hereunder. BUYER will not sell, transfer, export, or re-export any SELLER Product or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical, or biological weapons or missiles, nor use SELLER Product or technology in any facility which engages in activities relating to such weapons. BUYER will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to BUYER's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). BUYER agrees that no payment of money or provision of anything of value will be offered, promised, paid, or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for BUYER or for SELLER, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of BUYER's activities related to this Contract. SELLER asks BUYER to "Speak Up!" if aware of any violation of law, regulation, or our Code of Conduct ("CoC") in relation to this Contract. See



<https://www.veraltointegrity.com> and <https://www.veralto.com/integrity-compliance> for a copy of the CoC and for access to our Helpline portal.

18. **RELATIONSHIP OF PARTIES:** BUYER is not an agent or representative of SELLER and will not present itself as such under any circumstances, unless and to the extent it has been formally screened by SELLER's compliance department and received a separate duly-authorized letter from SELLER setting forth the scope and limitations of such authorization.
19. **FORCE MAJEURE:** SELLER is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freezing of assets, delays, or refusals to grant an export or import license, or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; epidemics and pandemics; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to SELLER by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms, and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, SELLER may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.
20. **ASSIGNMENT AND WAIVER:** BUYER will not transfer or assign this Contract or any rights or interests hereunder without SELLER's prior written consent. SELLER shall be permitted to assign and transfer this Contract and any ancillary agreement hereunder to an affiliate of SELLER so long as such affiliates are either Trojan Technologies Group ULC or Trojan Technologies Corp. Upon any assignment of this Contract the assignee shall have all rights, and be liable for all obligations and responsibilities, under this Contract. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract, will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
21. **FUNDS TRANSFERS:** BUYER and SELLER both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new mailing or banking transfer instructions. To avoid this risk, BUYER must verbally confirm any new or changed mailing or banking transfer instructions by calling SELLER and speaking with SELLER's Accounts Receivable Manager before transferring any monies using the new instructions. Both parties agree that they will not institute mailing or banking transfer instruction changes and require immediate payment under the new instructions, but will instead provide a ten (10) day grace period to verify any mailing or banking transfer instruction changes before any new or outstanding payments are due using the new instructions.
22. **LIMITATION OF LIABILITY:** None of SELLER, its successors-in-interest, assignees, affiliates, directors, officers, and employees will be liable to any BUYER Indemnified Parties under any circumstances for any special, treble, incidental, or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair, or replacement; lost profits, revenue, or opportunity; loss of use; losses resulting from or related to downtime of the Products or inaccurate measurements or reporting; the cost of substitute products; or claims of any of BUYER's Indemnified Parties' customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of SELLER, its successors-in-interest, assignees, affiliates, directors, officers, and employees arising out of the performance or nonperformance hereunder, or SELLER's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products, will in no circumstance exceed the amount actually paid to SELLER for Products delivered hereunder.
23. **APPLICABLE LAW AND DISPUTE RESOLUTION:** All issues relating to the construction, validity, interpretation, enforcement, and performance of this agreement and the rights and obligations of SELLER and the BUYER hereunder shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein; provided that if SELLER is Trojan Technologies Corp., then the applicable governing laws shall be the State of New York and the applicable federal laws therein. Any provisions of the International Sale of Goods Act or any convention on contracts for the international sale of goods shall not be applicable to this agreement. The parties submit to and consent to the non-exclusive jurisdiction of courts located in the Province of Ontario; provided that if SELLER is Trojan Technologies Corp., then the parties submit to and consent to the non-exclusive jurisdiction of courts located in the State

of New York.

Trojan Technologies Group ULC  
3020 Gore Road, London, Ontario, Canada, N5V 4T7  
+1 519 457 3400 [www.trojantechnologies.com](http://www.trojantechnologies.com)

24. **ENTIRE AGREEMENT, MODIFICATION, & SURVIVAL:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. Upon thirty (30) days prior written notice, SELLER may, in its sole discretion, elect to terminate any order for the sale of Products and provide a pro-rated refund for any pre-payment of undelivered Products. No change to or modification of these Terms & Conditions shall be binding upon SELLER unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of SELLER. SELLER rejects any additional or inconsistent Terms & Conditions of Sale offered by BUYER at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of SELLER's acceptance of BUYER's order for the described goods and services. All payment, confidentiality and indemnity obligations, warranties, limitations of liability, product return, and ownership of materials provisions together with those sections the survival of which is necessary for the interpretation or enforcement of these Terms, shall continue in full force and effect for the duration stated in such provisions or the applicable statute of limitations.

## **TERMS AND CONDITIONS COVERING SALES OF CONFIGURED-TO-ORDER PROJECTS AND SYSTEMS**

In addition to all terms and conditions above, unless otherwise addressed as part of SELLER's offer, the following sections apply to sales of Configured-to-Order Projects, Systems, and the like, except for any Aria Filtra Products:

### 101. PAYMENT.

101.1 Payments will be made per the schedule of payment events set forth in SELLER's offer; provided that if the Start-Up Date (as defined below) is less than 30 days after the Delivery Date, 90% of the purchase price is due before the Start-Up Date.

101.2. In the event that achievement of a scheduled payment event is delayed or suspended due to the BUYER's convenience or other reasons for which the BUYER or its representatives is responsible, such payment event will be deemed to have occurred and SELLER shall be entitled to invoice BUYER as if achievement of such payment event had been achieved. In such circumstances, BUYER must notify SELLER in writing of the reasons for the delay and anticipated duration of the delay. SELLER will mark the Products (or parts thereof) as the BUYER's property and BUYER shall make arrangements for a third party to store the Products at BUYER's cost.

### 102. DELIVERY

102.1 SELLER will request the BUYER to provide a firm date for delivery of the Products to the project site (the "Delivery Date") which SELLER will then use to establish the production schedule for the Products. The Delivery Date will then be binding on the BUYER except for any changes made in accordance with the provisions below.

102.2 SELLER reserves the right to reschedule the Delivery Date to a date prior to or subsequent to the scheduled Delivery Date in order to accommodate its shipping, production or other requirements. This right to reschedule will be applicable unless otherwise agreed to in writing by an authorized officer of SELLER. SELLER will provide the BUYER or its representative with a minimum of 24 hours' notice of any such rescheduling.

102.3 Where any change to the Delivery Date is made at BUYER's request and upon SELLER's agreement, for all purposes with respect to the warranty and payment requirements provided by SELLER in connection with the Products, the initial Delivery Date will be deemed to be the Delivery Date regardless of any change later made to the Delivery Date.

### 103. ACCEPTANCE

103.1 During the period between the Delivery Date and the Start-up Date, the BUYER shall prepare the Products and the project site for installation and start-up and, unless otherwise agreed in writing by an authorized representative of SELLER, shall complete acceptance testing with respect to the Products. The Products shall be deemed to be accepted on the earliest to occur of the following dates (the "Acceptance Date"): (a) that date on which the Products can function in either manual or automatic operation and provide treatment in accordance with criteria specified in the Quotation, or (b) 60 days after the Delivery Date.

103.2 All amounts which remain owing by the BUYER for the Products, including any amount which is specified to be payable on the Acceptance Date, will be paid by the BUYER to SELLER within 30 days after the Acceptance Date, unless otherwise agreed in writing by an authorized representative of SELLER.

103.3 Written notification must be given by the BUYER to SELLER within seven days after the Acceptance Date listing any outstanding deficiencies with respect to the Products and SELLER will use all reasonable efforts to correct such deficiencies promptly.

#### 104. START-UP

104.1 SELLER will request a firm date for start-up of the Equipment (the "Start-Up Date"). Trojan will then schedule its technician to be on-site for the Start-up Date. The Start-up Date is binding except for any changes made in accordance with the provisions below.

104.2 On the Start-up Date, BUYER must have the Equipment and site ready as provided in the Installation Preparation Checklist contained in the Contractor Installation Package sent to BUYER and must have paid all amounts then due and payable to SELLER.

104.3 BUYER can request a rescheduling of the Start-up Date by notifying SELLER in writing not less than three weeks prior to the Start-up Date. BUYER may request that the Start-up Date be extended but may not request that the Start-up Date be moved forward. SELLER requires a minimum extension period of two weeks between the existing Start-up Date and the requested new Start-up Date in order to reschedule its technician.

104.4 SELLER may, in its sole discretion, agree to reschedule the Start-up Date where a BUYER requests less than a two-week extension but is under no obligation to do so. In the event that SELLER does agree to less than a two-week extension or that BUYER requests more than two changes to the Start-up Date, BUYER will be charged an administration fee in an amount determined by SELLER.

104.5 SELLER reserves the right to reschedule the Start-up Date to a date which is prior to or subsequent to the scheduled Start-up Date in order to accommodate its resource availability. This right to reschedule will be applicable unless otherwise agreed in writing by an authorized officer of SELLER. SELLER will provide BUYER or its representative with a minimum of 72 hours' notice of any such change to the Start-up Date.

104.6 In the event that SELLER'S technician arrives at the project site and finds that the Equipment or the project site is not ready for start-up as defined in the Contractor Installation Package, or any amounts then due and payable to SELLER remain unpaid, BUYER may either:

(a) provided all amounts then due and payable to SELLER have been paid, issue a purchase order for all costs involved in having SELLER correct the deficiencies, or

(b) have SELLER'S technician leave the site and then reschedule the Start-up Date to a date when all deficiencies will be corrected, and the Equipment will be ready for start-up as defined in the Contractor Installation Package. If BUYER selects this option, the cost of rescheduling will be not less than a minimum amount specified by SELLER, with the final cost being determined by SELLER based on its costs and expenses incurred in connection with the rescheduling.

Rev. November 20, 2024

**File Attachments for Item:**

d. Informational: Stevensville City Court of Record Annual Report for 2024



## 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>	Judge Maureen O'Connor
<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>	02/13/2025
<b>Agenda Topic:</b>	Informational: Stevensville City Court of Record Annual Report for 2024
<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>	02/13/2025
<b>Notes:</b>	

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

To: Mayor and Council

From: Judge O'Connor

Date: February 5, 2025

Re: Annual Court Report, 2024

The following is the annual report for the Stevensville City Court of Record for calendar year 2024.

Between January 1, 2024, through December 31, 2024, seventy-six (76) new criminal cases were filed with the Court. Most criminal filings were traffic. Ordinance violations, theft, assault, disorderly conduct and child endangerment were among the non-traffic criminal filings. In addition to the above, several petitions to revoke were adjudicated. The Court collected a total of \$10,914.00 in fines and fees and distributed \$441.20 in restitution. The Court received \$2,820.00 in cash bonds and forfeitures as part of the total fines and fees.

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

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

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

The Court continues to utilize zoom to conduct many of the in-custody appearances, cutting down on the need and cost for Stevensville Police Department to transport those defendants. With what appears to be an increased focus by law enforcement on criminal city code enforcement, the Court has undertaken the review of its bond schedule for ordinance violations to align more closely with those outlined in the MCA for similar offenses.

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

Thank you.

A handwritten signature in blue ink, appearing to read "Maureen O'Connor", written over a horizontal line.

Hon. Maureen O'Connor

**File Attachments for Item:**

e. Discussion/Decision: RFP for Tree Pruning 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>	Bob Michalson
<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>	02/13/2025
<b>Agenda Topic:</b>	Discussion/Decision: RFP for Tree Pruning Services
<b>Backup Documents Attached?</b>	Choose an item.
<b>If no, why not?</b>	
<b>Approved/Disapproved?</b>	Approved
<b>If Approved, Meeting Date for Consideration:</b>	02/13/2025
<b>Notes:</b>	The tree pruning service is needed to address the trees that were identified by the arborist, McNeill's Tree Service, from the 2024 windstorm event.

**File Attachments for Item:**

f. Discussion/Decision: Municipal Training for Town Clerk and Finance Officer, May 4<sup>th</sup>-8<sup>th</sup>, 2025



## Stevensville Town Council Meeting

### Agenda Item Request

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<b>Agenda Item Type:</b>	New Business
<b>Person Submitting the Agenda Item:</b>	Bob Michalson
<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>	02/13/25
<b>Agenda Topic:</b>	Discussion/Decision: Municipal Training for Town Clerk and Finance Officer, May 4 <sup>th</sup> -8 <sup>th</sup> , 2025
<b>Backup Documents Attached?</b>	Choose an item.
<b>If no, why not?</b>	
<b>Approved/Disapproved?</b>	Approved
<b>If Approved, Meeting Date for Consideration:</b>	02/13/2025
<b>Notes:</b>	

**File Attachments for Item:**

g. Discussion/Decision: Schedule a C.O.W. Meeting to Discuss Impact Fees for the Town of Stevensville



## Stevensville Town Council Meeting

### Agenda Item Request

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

<b>Agenda Item Type:</b>	New Business
<b>Person Submitting the Agenda Item:</b>	Bob Michalson
<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>	02/13/2025
<b>Agenda Topic:</b>	Discussion/Decision: Schedule a C.O.W. Meeting to Discuss Impact Fees for the Town of Stevensville
<b>Backup Documents Attached?</b>	Choose an item.
<b>If no, why not?</b>	
<b>Approved/Disapproved?</b>	Approved
<b>If Approved, Meeting Date for Consideration:</b>	02/13/2025
<b>Notes:</b>	