



**Stevensville Town Council Meeting
Agenda for
THURSDAY, JUNE 27, 2024
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.](#) Town Council Meeting Minutes 05/23/2024
 - [b.](#) Special Town Council Meeting Minutes 06/04/2024
 - [c.](#) C.O.W. Meeting Minutes 06/20/2024
5. Approval of Bi-Weekly Claims
 - [a.](#) Claims #19042-#19062
6. Guests
 - a. Fred Thomas
7. Unfinished Business
 - [a.](#) Discussion/Decision: Approval of Special Event Permit for the Stevensville Scarecrow Festival
8. New Business
 - [a.](#) Informational: Updates to Mission Street Water Main Replacement Project
 - [b.](#) Discussion/Decision: Approval of Annexation by Petition for Tract of Land Previously Recorded as Document 767047 of Ravalli County Records, Located in the Northeast One-Quarter (NE ¼) of Section 26, Township 9 North, range 20 West, Principal Meridian Montana; Ravalli County, Montana
 - [c.](#) Discussion/Decision: Close Town Hall on July 5th, 2024, in Observance of the 4th of July Weekend
 - [d.](#) Discussion/Decision: Resolution No. 535, a Resolution Adopting a Drug & Alcohol Policy for the Town of Stevensville
9. Board Reports
10. Town Council Comments
11. Executive Report
12. 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. Town Council Meeting Minutes 05/23/2024

Stevensville Town Council Meeting Minutes

for THURSDAY, MAY 23, 2024, 6:30 PM 206 Buck Street, Town Hall

CONDENSED MINUTES

1. Call to Order and Roll Call

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

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 03/28/2024

b. Town Council Meeting Minutes 04/11/2024

c. Town Council Meeting Minutes 04/25/2024

d. C.O.W. Meeting Minutes 05/02/2024

Mayor Michalson: introduced approval of minutes; to move the meeting along would you like to do them all at once.

Councilmember Barker: to make a motion to approve Town Council Meeting Minutes 03/28/2024, Town Council Meeting Minutes 04/11/2024, Town Council Meeting Minutes 04/25/2024 and C.O.W. Meeting Minutes 05/02/2024.

Councilmember Nelson: 2nd.

Mayor Michalson: motion and a 2nd. Discussion from the council? Public comment? Seeing none, Jenelle please take the vote.

Councilmember Barker: aye.

Councilmember Brown: aye.

Councilmember Nelson: aye.

Mayor Michalson: passes 3-0

5. Approval of Bi-Weekly Claims

a. #18947, #18949-#18997

Mayor Michalson: introduced claims #18947, #18949-#18997.

Councilmember Barker: make a motion to approve claims #18947, #18949-#18997.

Councilmember Nelson: 2nd.

Mayor Michalson: motion and a 2nd. Discussion from the council.

Councilmember Brown: Claim #18949, it says May 2024 and has Three Rivers Land Works.

Jenelle Berthoud, Town Clerk: so that was on the Visa,

Councilmember Brown: it says Century Link and Three Rivers Land Works.

Jenelle Berthoud: I am not sure the Three Rivers Land Works is not even in a line.

Councilmember Brown: #60655, Shirt Shop, uniforms, \$711.00?

Jenelle Berthoud: I believe that is Fire Department.

Chief Motley: I know the claim above that for the Shirt Shop for patches that we had made for our rescue bags and equipment bags. The \$711.00 I am not sure what that would be.

Councilmember Barker: I see the logo one that you are talking about above it. And then uniforms, Shirt Shop.

Chief Motley: I am not sure what that is for.

Jenelle Berthoud: I remember that Trevor came in when he was heading in to pick them up wasn't that for bags.

Mayor Michalson: yes, bags.

Chief Motley: we did some through the association.

Jenelle Berthoud: I will bring that one back to Gina.

Councilmember Brown: #18978, for entry level law enforcement tests.

Jenelle Berthoud: those were the written portion, ordering of more of the written tests. 10-12 of them.

Councilmember Brown: thank you.

Mayor Michalson: any other questions on the claims? Public comment? Seeing none, Jenelle please take the vote.

Councilmember Barker: aye.

Councilmember Brown: aye.

Councilmember Nelson: aye.

Mayor Michalson: passes 3-0

b. #18998-#18999

Mayor Michalson: introduced claims #18998-#18999.

Councilmember Barker: make a motion to approve claims #18998-#18999.

Councilmember Brown: 2nd.

Mayor Michalson: motion and a 2nd. Discussion from the council? Public comment? Seeing none, Jenelle please call for the vote.

Councilmember Barker: aye.

Councilmember Brown: aye.

Councilmember Nelson: aye.

Mayor Michalson: passes 3-0

6. Administrative Reports

a. Airport

b. Building Department

Provided in the packet.

c. Finance

d. Fire Department

Chief Motley: report was provided in the agenda packet. Chief Motley read through the stats.

e. Police Department

Chief Boe: report was provided to the council this evening. Chief Boe read through the stats. Mayor and I were talking earlier, prior to my arrival, the park had a sunup to sundown, open close and would like to move back to that. There has been a lot of drug traffic throughout the park lately. Need a park closed sign, I have been working with Jenelle to approach that appropriately.

Councilmember Nelson: what park?

Chief Boe: Lewis and Clark Park. I would hope for all parks.

f. Public Works

Stephen Lassiter: provided in the packet. I agree with the dusk to dawn at the park. We had a storm today, thank you Bob and Chief Boe for helping out. This has put us behind in our cemetery work. If you have any questions from the public, mother nature has put us behind.

7. Unfinished Business

a. Discussion/Decision: Exemption to No Overnight Camping in Lewis & Clark Park for the Special Event Permit for the Circus

Mayor Michalson: introduced unfinished business a. Exemption to No Overnight Camping in Lewis & Clark Park for the Special Event Permit for the Circus. This came up on April 25th and when Jenelle was doing the minutes she saw that there was not a motion, and a 2nd just went to a vote.

Councilmember Nelson: make a motion to approve the Exemption to No Overnight Camping in Lewis & Clark Park for the Special Event Permit for the Circus.

Councilmember Brown: 2nd.

Mayor Michalson: motion and a 2nd. Council discussion? Comment from the public? Seeing none, Jenelle please take the vote.

Councilmember Barker: aye.

Councilmember Brown: aye.

Councilmember Nelson: aye.

Mayor Michalson: passes 3-0

b. Discussion/Decision: Approval of Memorandum of Agreement between the Town of Stevensville and MDT for the John Owen Fishing Access Site

Mayor Michalson: introduced unfinished business item b. Approval of Memorandum of Agreement between the Town of Stevensville and MDT for the John Owen Fishing Access Site. We tabled it because of the language, not sure if it was for the sign or the camp.

Jenna Sage, Missoula Engineering: sorry that I was not here at the last meeting, in designing this project it was important that Fish, Wildlife and Parks (FWP) connect with the existing trail. Through this process we have to apply for an approach permit when they do that, they require that there are updates to make sure that it is safe, and also signage. They are requiring the maintenance agreement to go through the town not FWP.

Councilmember Brown: with regards to the agreement with MDT in the 2nd paragraph. They also say about attachment B and that was not provided to us in our packet. There are several places in this document that do not seem to fit to what you just said. On page 1 they mention another attachment B. on page 2 under article 2 the town will review the plans and the town is not submitting plans.

Jenna Sage: I would agree, and I have read through this, and this is what MDT uses for a template. This is strictly an agreement for the right-away.

Councilmember Brown: is there going to be an attachment B?

Jenna Sage: yes, there is an attachment B. it is the entire plan set. (presented the plans to the council at their table).

Councilmember Brown: is this going to be the only page attached?

Jenna Sage: they said that they include the entire design set.

Councilmember Barker: nothing against you, but in feel that they have put some pretty harsh language in there about not maintaining the path. I think that it is going to be great for the community and Marla has been so gracious to give the land.

Councilmember Brown: on page 6, invoices will be sent to Shelby MT?

Jenna Sage: in the updated version is says Stevensville. I will have MDT send the updated version.

Councilmember Barker: who is to say that what they have isn't different.

Jenna Sage: I have read it and it is not different.

Councilmember Brown: page 7, under A they say Bob Michalson as Mayor and Jenelle Berthoud as clerk. Shouldn't that be just a general.

Mayor Michalson: I think that they do that on agreements to show who signed it.

Jenelle Berthoud: we come across documents all the time, that state the mayor from let's say 15 years ago.

Councilmember Barker: this is going to put more work on our public works department.

Mayor Michalson: just the pathway.

Councilmember Brown: who is actually putting this in. And you are filing all of the permits?

Jenna Sage: FWP is doing all of that.

Councilmember Nelson: has this been brought to our attorney?

Mayor Michalson: yes, Greg has reviewed this. Further council discussion? seeing none, can I have a motion.

Councilmember Barker: make a motion for the Approval of Memorandum of Agreement between the Town of Stevensville and MDT for the John Owen Fishing Access Site.

Councilmember Nelson: 2nd.

Mayor Michalson: motion and a 2nd. Discussion from the council? Public comment?

PUBLIC COMMENT

Vicki Motley: I am excited to see this going forward. We have worked on this for a long time. I hope that you go forward with this, it will be huge for the Stevensville community.

Mayor Michalson: I just want to say that the fishing access is a huge industry for the state and the county.

Councilmember Barker: do keep in mind that they are going to pay fees to use the river.

Jeff Motley: it is an annual fee. If you do not approve this it is only going to stay the same as it already is, we need to do this, it will improve it. It will be additional safety for the bike path.

Mayor Michalson: any other comments. Seeing none, Jenelle please take the vote.

Councilmember Barker: aye.

Councilmember Brown: I would prefer that the agreement be done correctly, aye.

Councilmember Nelson: aye.

Mayor Michalson: motion passes 3-0

Councilmember Brown: I am sorry that I picked apart the agreement.

Jenna Sage: I completely understand, I will leave the plans with you all.

c. Discussion/Decision: Public Works On Call Policy

Mayor Michalson: introduced unfinished business c. Public Works On Call Policy. At our training, we met with other towns and discussed on call policies.

Councilmember Nelson: I make a motion that we make the public works on call policy official.

Councilmember Barker: 2nd.

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

Councilmember Barker: page 81, On call policy. A and B bringing in line. Compensation capitalized. Proofread, what I would like to see in specifications is that on duty should also include intoxicating substances. I think that is important that you should be sober, and you are representing the town. It was nice because we had some oversight on how other towns pay their on call.

Councilmember Brown: I did receive an email from Councilmember Smith but with the change that Councilmember Barker made it should suit him also.

Mayor Michalson: any comments from the council? Public comments?

Stephen Lassiter: Glen got a call last night at 2:00 am.

Mayor Michalson: that is why we have the on call. Jenelle, please take the vote.

Councilmember Barker: aye.

Councilmember Brown: aye.

Councilmember Nelson: aye.

Mayor Michalson: motion passes 3-0.

8. New Business

a. Discussion/Decision: Resolution No. 532, a Resolution of the Stevensville Town Council Adopting a Purchasing Policy for the Town of Stevensville

Mayor Michalson: introduced new business item a. Resolution No. 532, a Resolution of the Stevensville Town Council Adopting a Purchasing Policy for the Town of Stevensville.

Councilmember Barker: I make a motion to approve Resolution No. 532, a Resolution of the Stevensville Town Council Adopting a Purchasing Policy for the Town of Stevensville

Councilmember Brown: 2nd.

Mayor Michalson: motion and a 2nd. Discussion from the council?

Councilmember Barker: the highlights in yellow are the changes that we made.

Mayor Michalson: Public comment? Seeing none, Jenelle please take the vote.

Councilmember Barker: aye.

Councilmember Brown: aye.

Councilmember Nelson: aye.

Mayor Michalson: motion passes 3-0.

b. Opening of RFP's for Audit Services Fiscal Years 23/24, 24/25 and 25/26

Mayor Michalson: introduced the opening of RFP's for Audit Services for FY 23/24, 24/25 and 25/26.

Jenelle Berthoud: opened the one RFP that the town received, Denning, Downing and Associates out of Kalispell MT. included four proposals for those audit services, (handed those out to the council). All inclusive fees 23/24: \$35,000.00, 24/25: \$36,400.00, 25/26: \$37,850.00. There are also some fee rates part of this 23/24: \$315.00 per hour, manager fee, \$115.00 per hour and the staff. 24/25: partner manager and staff, \$330.00 per hour. 25/26: partner, manager and staff \$345.00 per hour.

Mayor Michalson: as you know it was close to \$200,000.00. We thought that this would be a lot higher.

Jenelle Berthoud: Robert and the mayor and I were talking today that since they have worked with us before it will make things smoother and easier.

c. Discussion/Decision: Awarding of Bid for Audit Services

Mayor Michalson: introduced new business item c. Awarding of Bid for Audit Services.

Councilmember Barker: make a motion for audit services Fiscal 23/24, 24/25 and 25/26.

Denning, Downing and Associates.

Councilmember Nelson: 2nd.

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

Councilmember Brown: is the town happy with their services?

Mayor Michalson: yeah.

Jenelle Berthoud: we talked about that also, it is interesting with Strom and Associates, they had their strong points and so did Denning and Downing. They did a good job, helped us find things that we needed to correct.

Councilmember Nelson: how new is this service.

Mayor Michalson: about two years.

Councilmember Barker: we have had others in the past.

Jenelle Berthoud: not only were they covering 22/23, but they were also going back for us, previous stuff that had not been completed.

Councilmember Nelson: and they pulled it off.

Jenelle Berthoud: yes.

Councilmember Barker: it was a pretty penny to the town, but it got us to be current.

Mayor Michalson: any more discussion from the council? Public comment? Seeing none, Jenelle take the vote.

Councilmember Barker: aye.

Councilmember Brown: aye.

Councilmember Nelson: aye.

Mayor Michalson: passes 3-0

d. Opening of RFP's for Towing Services

Mayor Michalson: introduced opening of RFP's for Towing Services.

Jenelle Berthoud: received two. Ambrose Creek Towing, Mayor and Michalson and I spoke about this today before the meeting, I will read both of these in their entirety because we are looking for so many things within the RFP. Ambrose Creek Towing, 2-year agreement. (broke down the services for towing of town and non-town vehicles, no charges for abandoned vehicles. Town owned vehicles flat rate \$85.00 per tow in the city limits and \$3.00 per mile outside the city limits. Lock outs, jump starts, tire changes flat rate of \$45.00 in city limits

and there is a \$3.00 per mile charge to location of vehicle outside city limits. 24/7 towing of vehicles from town property no charge to the city the owner of the vehicle responsible. Assisting law enforcement needs, if it is a private vehicle they are responsible for charges. Winch-outs \$125.00 per hour with a 1 hour minimum. Vehicles that can be towed: light duty up to 10,000 pounds, medium duty 10,000-20,000 pounds. Camper and Motorhome disposal, \$200 and \$250. We have light duty, and medium duty no heavy-duty towing. Available within 30 minutes and signs are available for no parking. Ambrose Towing is currently part of the Ravalli County Junk Vehicle removal program.

Stevensville Towing, removal of junk and abandoned vehicles that service is free. Town owned vehicles, \$65.00 plus \$4.00 per mile. Assisting law enforcement needs is provided and removal of vehicles from town property is provided. Hourly rate is \$65.00 with a minimum of \$65.00. Towing capabilities, small, medium and large. All wreckers are available on Ravalli County rotation. Full tire shop with new and used tires, 30 years of experience, 3 drivers, Ravalli County Rotation, 24/7 service, on sight storage, surveillance cameras, no motorhomes or campers. Certificate of liability insurance and highway patrol certificate.

Councilmember Barker: \$65.00 per hour and \$4.00 per mile?

Jenelle Berthoud: correct for Stevensville Towing, Ambrose Towing \$85.00 per hour and \$3.00 per mile.

Councilmember Brown: what was the maximum size that they could tow?

Jenelle Berthoud: Ambrose Creek Towing, light duty, medium duty. Stevensville Towing, representative for Stevensville Towing is here tonight, small, medium and large.

Councilmember Brown: Stevensville Towing can do the fire trucks?

Councilmember Nelson: cameras on sight?

Jenelle Berthoud: Onsite storage.

Councilmember Nelson: looks like Stevensville Towing is the way to go.

e. Discussion/Decision: Awarding of Bid for Towing Services

Mayor Michalson: introduced new business item e. Awarding of Bid for Towing Services.

Councilmember Barker: make a motion to award a bid for towing services.

Councilmember Nelson: 2nd.

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

Councilmember Barker: it has been pretty laid out; I do like the fact that it is less money per hour even with the dollar more per mile.

Mayor Michalson: questions from the council? Public Comment?

Councilmember Nelson: where are you located?

Jeff Newsom: at the "Y".

Mayor Michalson: further discussion? Public comment? Seeing none, Jenelle, would you take the vote.

Councilmember Barker: aye.

Councilmember Brown: aye.

Councilmember Nelson: aye.

Mayor Michalson: motion passes 3-0

f. Opening of Surplus Sale Item Bidding Sheets

Mayor Michalson: introduced new business item f. Opening of surplus item bidding sheets.

Jenelle Berthoud: I will open these tonight, and they will be notified tomorrow morning.

Mayor Michalson: some of the items were not bid on, so if it is okay with the council and the department heads would like to bring that back for surplus or leave it up to me on the smaller items. Would that work for the council?

Councilmember Barker: I think that it should go back to the department heads like you were saying. Get their monies worth.

Jenelle Berthoud: there were vehicles and equipment (items). Vehicle #1, 2006 GMC Envoy with a bid of \$1,111.11 that was awarded to James Crews. Vehicle #2, 2005 Chevy Suburban, no bids. Vehicle #3, 1995 GMC Ambulance, no bids. Vehicle #4, 1965 dump truck, no bid. Vehicle #5, unknown year backhoe, \$2,000.00 awarded to Chad Sutherland. Vehicle #6, tow-behind sweeper, \$275.11, awarded to Craig Thomas. Vehicle #7, lawnmower, \$757.00, awarded to Steven Jessop. Item #1, office phone system, no bid. Item #2, audio vision equipment, no bid. Item #3, 100-foot sections of fire hose, no bid. Item #4, ambulance cot, no bid. Item #5, misc. fittings, no bid. Item #6, craftsman tool and battery set, no bid. Item #7, misc. light bars, no bids. Item #8, skill trimmers, no bid. Item #9, hydraulic lift, no bid. Item #10, fiberglass truck toper, no bid. Item #11, portable generator, \$101.00, awarded to James Crews. Item #12, whole house generator, no bid. Item #13, refrigerator, taken off of the bid list. Item #14, Samsung copier, no bid. Item #15, Copier, no bid.

9. Board Reports

NONE

10. Town Council Comments

Councilmember Barker: I would like to say that we attended training over in Anaconda, I always take away a lot of information from this. Talked about senate bills and house bills. I

have a letter that I would like to read. (Councilmember Barker read her letter and that letter is included in these minutes.)

Councilmember Brown: I just wanted to, I went over to the meetings and that was the first time for me, and they were very eye-opening. I do want to say that they reminded us to stay in our lanes and do council work only and that is our main job. And definitely when we walk in that front door, we are here to represent the town, that's it.

Councilmember Barker: thank you guys for the cleanup and what you do around the town. At 5:00 am this morning it was heavy, appreciate your help.

Councilmember Nelson: I appreciate you guys; I am a bit of a new sleeper and could hear trees snap all over the neighborhood.

Councilmember Brown: thank you everyone that pitched in today. Fire department and chief.

11. Executive Report

Mayor Michalson: 4/30/24 pre-construction meeting for Spring Street, haven't heard back yet about start date. 5/7/24 training at Fairmont it is a good thing, I hope that we put money in the budget for West Yellowstone training this fall. Mission Street Project is going along. Vehicle and property clean-up is still going on. Snowstorm and public works is working through it. I just want the public to know that if there are not some lawns done, it is because of the storm. Next Thursday the 30th Robert and I and Jenelle will be ready to present the wages my only question is what time. Budget workshop, 4:00 or 4:30.

Councilmember Brown: I can try and make 4:30.

Councilmember Barker: what department are we starting with?

Mayor Michalson: salaries and wages. It is over \$1 million dollars, it is what it is, no one is getting bid raises. Yes, next Thursday at 4:30. Mission Street Project, they want to shut down the water for about 4 hours

Stephen Lassiter: shut off water to the public works department/plant and the park.

12. Adjournment

Councilmember Barker: make a motion to adjourn.

Councilmember Brown: 2nd.

APPROVE:

ATTEST:

Bob Michalson, Mayor

Jenelle S. Berthoud, Town Clerk

Mayor, Councilmember, & Citizens of Stevensville

I say this with a heavy heart tonight. I have had a hard time watching what is happening in our community lately.

I again see divisioning happening with many political parties as attacking on another. As they say this is part of being a political party. Whatever political party you are that is a choice you have made. Which we have a right to do so.

We are seeing change all around us. It might be hard for some to accept and some might be okay with change. We all have the right to make a voice towards changes. They may not all be heard but again we have a choice.

However as a Council member when I walk through those doors at townhall I leave all my other hats behind. This is where I put on my representative hat for the citizens of Stevensville. Some may not agree with me. I represent Stevensville and I do it proudly. I become non-partisan - I'm not biased or partisan, especially towards any political group.

Remember we ~~are~~ are representatives of the town. We represent the citizens of Stevensville.

We are to be trustworthy, honest, be dependable, keeping promises, overcome discouragement, and model professional manners. I could keep going on and on about what it takes to be an Elected council member for Stevensville. We may see it all a little differently but this is how I see it.

What I'm getting at is some cannot leave it at the door and when walk into this room you represent our town not a political party

When we took office we were all sworn in and we took an oath.

As council members we have a "Code of Conduct" to follow. Maybe we should revisit what that Code looks like.

What my vision is for all to work together and to do what is best for Stevensville and stop the division. Or leave it at the door when you walk through that door. Let's be the inviting community that we are known for. Let's build a foundation together and make Stevensville a place we can call our home.

File Attachments for Item:

b. Special Town Council Meeting Minutes 06/04/2024

Stevensville Special Town Council Meeting Minutes

for Tuesday, June 04, 2024, 6:00 PM 206 Buck Street, Town Hall

CONDENSED MINUTES

1. Call to Order and Roll Call

Mayor Michalson called the meeting to order. Councilmembers Barker, Brown, and Smith were all present. Councilmember Nelson is not here tonight, he has prior commitments.

Pause, (Councilmember Smith answered his phone)

2. Pledge of Allegiance

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

Jim Tadvick: 509 Mission Street, I would like to talk about the road work that is going on with Mission Street. It was my understanding in front of our house that they were going to rip up the road, we have to put sandbags in front of our house to keep the water out. I talked to the crew, and they are just going to do an over lament. If you remember in the first bid it was supposed to be ripped up and now it is not. Can we correct the problem now instead of in the future.

Mayor Michalson: I will talk to the engineer.

Jim Tadvick: another thing that has come up is the late notices on the water bills, and they send them in on May 10th and they did not post to their bank until May 30th. They got a late charge for it.

Jenelle Berthoud: what is happening is, payments that are being done when the bank is sending out the check it is taking anywhere from 14-21 days before the town is receiving the check.

Jim Tadvick: these are people who are paying with check.

Jenelle Berthoud: we do have two of them that have been brought to the attention of our deputy clerk and she is looking into this. I do understand that neither of them have gone through their banks. They did not even make it to town hall. There are sometimes that we do not get an in-town check for over two weeks. There are many that are sent on the 5th and we do not get them until the 20th or 21st.

Jim Tadvick: when does the late charge go into effect.

Jenelle Berthoud: the 25th of the month.

4. New Business

a. Opening of RFP's for Abatement Services to Cleanup Property Located at 523 E 3rd Street, Stevensville, MT

Mayor Michalson: introduced new business item a. Opening of RFP's for Abatement Services to Cleanup Property Located at 523 E 3rd Street, Stevensville, MT. we did not receive a bid. Not one.

b. Discussion/Decision: Awarding of Bid for Abatement Services

Mayor Michalson: we go onto new business item b. Awarding of Bid for Abatement Services. We can't award anything, but we can discuss how we are going to go forth. Would the council like Jenelle and I to make some calls.

Councilmember Barker: I had someone talk to me tonight about paying our town employees instead of putting out an RFP.

Stephen Lassiter: I don't believe that we have the equipment for a lot of it. We don't really have anything to mow the big area in the back, they would not mind working overtime, but no one wants to be in there for very long.

Councilmember Barker: we have had this out for how long?

Jenelle Berthoud: the normal two weeks. I was talking to the mayor and the companies that I contacted out of Missoula they really specialize in water, fire damage, meth remediation. Stoves, cars, are not in there wheelhouse.

Mayor Michalson: I have the pictures from when we sent our building inspector over there, it is full of toxic materials.

Councilmember Smith: is this something that hazmat has to come in on?

Mayor Michalson: they have in the past.

Councilmember Smith: you say that you do not have equipment is this something that you can rent?

Stephen Lassiter: possibly. I don't know what we would do with all of the stuff on the property.

Mayor Michalson: looking back when this has happened there have been companies that have cleaned it up but when the town is doing the clean up it can't always be finished. And then it gets into disarray again.

Councilmember Barker: do we have an idea of what the cost is going to be?

Mayor Michalson: no.

Councilmember Brown: do you think that we can find any company?

Mayor Michalson: I would like the council to let Jenelle and I make some calls.

Councilmember Barker: I make a motion to discuss Abatement Services to Cleanup Property Located at 523 E 3rd Street.

Councilmember Smith: 2nd.

Mayor Michalson: motion and a 2nd on cleaning up the property. Further discussion?

PUBLIC COMMENT

Pat Groninger: I really think that getting involved in this process I think that it is out of the councils control. This is a serious issue that has been fought for many years. You have to identify what is there to clean up, what is harmful. Having someone else to do it takes the finger pointing away from the town. It is to big to handle on a motion to pass. You folks are busy, you need help.

Mayor Michalson: do we want to look at finding a professional company.

Councilmember Brown: do the city employees, public works do they actually want to do this and put themselves in that environment?

Stephen Lassiter: no, not without defense.

Councilmember Barker: if we could find somebody out there that wants to do it, that may be the route to go.

Stephen Lassiter: if we had access to walk it and see what is there.

Mayor Michalson: there are some things that we can pickup but around that structure, no.

PUBLIC COMMENT

Leslie Tadvick: if they were to pick some of that stuff up and take it to the dump would they be responsible for the dump fees.

Mayor Michalson: yes, we will put that on a lean. And we have been back and forth with the attorney.

Pat Groninger: I want to go back to what I was saying, Jenelle and you were talking about it. I think that we should have a community meeting. I don't think we should send in our workers. It is like yes you have the courts saying clean it up, but if you do not have a plan. Have a meeting with the community to see what they have to say. You can't take away from Jenelle and the mayor and their time, have a committee.

Councilmember Barker: are we still sitting on a time frame?

Mayor Michalson: the court does not have us on a time frame.

Jenelle Berthoud: just had to start something with in those 60 days.

Mayor Michalson: the mowing started that clock.

Pat Groninger: I am not limiting the council but have the committee do the groundwork. You don't have much time.

Councilmember Smith: is this committee formed?

Mayor Michalson: no. would you like me to.

Jeff Motley: I think what you are going to have to look for is some one that will do a hazardous waste mitigation. It is going to cost a ton, and if we have to front that upfront cost it is going to be hard. And then have to squeeze that turnip to get the money back.

Jenelle Berthoud: you make a good point; the upfront cost is on the town and then we will lean the property, but those leans can sit out there for years.

Mayor Michalson: we do have a potential buyer on the property by the storage sheds, from Ramona Vance. That will be on the agenda for you to approve that. That money would be used to pay for the cleanup.

Councilmember Brown: have we sent them any bills so far?

Mayor Michalson: no, just billing attorney fees.

Jenelle Berthoud: Councilmember Brown there has not been a bill sent out for the attorney fees.

Councilmember Brown: I think that if we are incurring costs then we should be sending that to the attorney to get some of our money back.

Jenelle Berthoud: Gina is back at the end of the week; I will ask her about that for you.

Councilmember Brown: I wish the attorney was here to see what the time frame is when we take some action.

Mayor Michalson: I can ask him that.

PUBLIC COMMENT

Leslie Tadvick: is that something that the police department is going to have to deliver to him? Is there going to have to be police or officers up there.

Mayor Michalson: actually, when the building official went through John went up there for a little bit and Frank was not there the attorney was there and walked through.

Councilmember Barker: I like the idea that Mr. Groninger has about the committee, but how much time do we have, we have to get it cleaned up.

Pat Groninger: if the committee takes another 20 hours it is worth it, if you get together then there is a team effort. When you finally have a judge, a supreme court of Montana to say clean it up. Once we leave here tonight it will be another 30 days. Put it out to the people and help us clean up our mess, it is the towns mess. We need help from selected people in the town that can do it.

Councilmember Barker: I do not know how to start with it.

Jenelle Berthoud: Mayor if you are looking to do a committee, we could put something on the towns website, looking committee members.

Councilmember Barker: I think that we need to put it out more than the website. I know that it is going to cost some money, but we have to do it.

Pat Groninger: there are already out of pocket expenses from the neighbors.

Councilmember Brown: that is a concern, and it is hard to find people for committees.

Jenelle Berthoud: just so you know that if you want an ad in the newspaper, I would not be able to do that until the 10th for the 12th paper.

Councilmember Smith: is there a chance to put this on the water bills, when is the next one?

Jenelle Berthoud: end of June, there is not that much room now that we have gone back to the post cards.

Councilmember Brown: Jeff, do you have a suggestion?

Jeff Motley: so, we did not have anyone respond to the request, and then you are going to put it out there again, form a committee. It seems to me that, I just did a google search and I have found some. No one has stepped up to get paid, I think that we should do what Jenelle and Bob said. Figure out what this is going to be and what this is going to take. I think that we have established that this is a hazardous situation. Call these companies and see what this is going to take to clean it up.

Councilmember Barker: go out and do those phone calls.

Councilmember Brown: bring it back to a meeting.

Jenelle Berthoud: so, you want to see this on the meeting of the 13th.

Councilmember Brown: yes.

Mayor Michalson: why don't we have a motion to have the town make some phone calls and form a committee.

Councilmember Barker: we still have a motion.

Mayor Michalson: that was to start the discussion.

Councilmember Barker: I would like to retract my motion for awarding a bid for abatement services to cleanup property at 523 E 3rd Street, Stevensville, MT.

Councilmember Smith: 2nd.

Mayor Michalson: motion and a 2nd. Discussion? Public comment? Seeing none, Jenelle take the vote.

Councilmember Barker: aye.

Councilmember Brown: aye.

Councilmember Smith: aye.

Mayor Michalson: passes 3-0

Councilmember Barker: I would like to make a motion for calls for services out to companies and to form a committee to work on volunteer services.

Councilmember Smith: 2nd.

Mayor Michalson: motion and a 2nd. Discussion from the council? Discussion from the public?

PUBLIC COMMENT

Pat Groninger: you say to form a committee and what about the regulation on what the committee is going to do.

Councilmember Barker: this is going to be messy, every time I say something.

Lesslie Tadvick: why don't we get a company down here to look at it.

Mayor Michalson: any more from the council or the public? Seeing none, Jenelle take the vote.

Councilmember Barker: aye.

Councilmember Brown: I want to make sure what I am voting on.

Jenelle Berthoud: I would like to make a motion for calls for services out to companies and to form a committee to work on volunteer services.

Councilmember Brown: services?

Councilmember Barker: that is why I said do I need to retract that, because what kind of services are we talking about. I think that we really need to do the motion to call for services to companies for right now.

Mayor Michalson: I agree.

Councilmember Barker: we need to know. We can have it on the next meeting. what the committee can and cannot do.

Councilmember Brown: the motion on the floor is with the committee.

Councilmember Barker: I would like to amend my motion to make calls on services for abatement and take the committee out of it.

Councilmember Smith: 2nd.

Mayor Michalson: we have a motion and a 2nd. Comments from the public. Further comments from the council. Seeing none, Jenelle take the vote.

Councilmember Barker: aye.

Councilmember Brown: aye.

Councilmember Smith: aye.

Mayor Michalson: passes 3-0

c. Discussion/Decision: Allocating Funds for Storm Cleanup

Mayor Michalson: as you know we had a storm and there were limbs all over. After speaking with George Thomas. They had some storms like this, and public works did the cleanup, it just took a bit longer. I took my truck and trailer and picked them up . 6 loads in three hours. I think that public works can do it and I think that the two junior men Jeff and Matt would like a little over time and it would be a bit cheaper. I already aske Jeff if he would like to work some weekends.

Jeff Motley: why can't we just open it up and let people bring down their own limbs?

Mayor Michalson: we are already doing that.

Jenelle Berthoud: we probably get 35 calls a day. And if they are able to, we get with Stephen.

Jeff Motley: I think able to is the thing. People are working overtime to pick up branches, I don't think we can afford that. My budget gets cut, cut, cut and then we are going to do this. I don't think that it is right.

Mayor Michalson: the problem is that we had a unique storm. It knocked down branches on the boulevard and in the street, we don't know who's branches are who's. it is just what we have to do.

Jim Tadvick: it is my understanding that you had a person lined up for \$100.00 per hour so what is the difference.

Stephen Lassiter: there is a difference, and the \$100.00 would probably be faster but these guys would be \$70.00.

Pat Groninger: I have had privileges to do this, but if I make a mess. We have to be careful on that. It will work if it is structured right. We are supposed to maintain the boulevard and the trees are the towns. It goes both ways.

Mayor Michalson: this storm brought out a lot of things, this brought out that we do not have a tree board to help address the trees. Stephen and I went out and looked at trees that were down. It comes down to money. We do not have the money to trim or cut down trees.

Stephen Lassiter: I did put money into the budget for that.

Mayor Michalson: If you are fine with it, we will get caught up and then pick up branches. I rushed to judgment because I want it all cleaned up. We will get to it.

5. Town Council Comments

None

6. Executive Report

NONE

Councilmember Brown: motion to adjourn.

Councilmember Smith: 2nd.

APPROVE:

ATTEST:

Bob Michalson, Mayor
Clerk

Jenelle S. Berthoud, Town

File Attachments for Item:

c. C.O.W. Meeting Minutes 06/20/2024

**Stevensville Committee of the Whole Meeting Minutes for THURSDAY,
JUNE 20, 2024, 5:30 PM 206 Buck Street, Town Hall**

1. Call to Order and Roll Call

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

Mayor Michalson: could you guys explain about putting the bills out.

Gina Crowe: we have been printing the CCR reports along with a flyer on how we are going to be processing and collecting our utility billing payments.

Jenelle Berthoud: this is the CCR 2023 water report that has to be handed out to every water user.

Stephen Lassiter: that is correct, it is to let everyone know that their water is safe.

Mayor Michalson: we are going to be giving them an option to receive their bills through email.

Gina Crowe: we would like to sign up as many as possible for email.

Councilmember Brown: when will they be ready Bob.

Jenelle Berthoud: we would like to see them out by the 24th. They have to receive this by June 30th.

Further discussion on how many to hang at each “complex”. Also discussed that they will be placed in hang bags. Based the number of flyers on the number of meters, so in this case placing them on each door that is a water user.

2. Discussion on the Following Items

a. Town of Stevensville Drug & Alcohol Policy

The town councilmembers and staff discussed the proposed drug and alcohol policy. Changes and suggestions were made to the proposed policy. The policy will be added to the agenda for the June 27, 2024, town council meeting.

3. Public Comment

4. Adjournment

APPROVE:

ATTEST:

Bob Michalson, Mayor
Town Clerk

Jenelle S. Berthoud,

File Attachments for Item:

a. Claims #19042-#19062

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
19042		728 HDR ENGINEERING, INC.	21,264.36					
ARPA Project - Work completed includes construction admin, construction observation of the water main replacement project. Total budget for the project is \$464,932, budget remaining is \$235,278.64								
		1200627370 06/11/24 ARPA - Project Management	735.34			5230 430550	900 2	101000
		1200627370 06/11/24 ARPA - Constructions Servi	20,529.02			5230 430550	900 2	101000
19043		345 POOL & POND SUPPLY	612.50					
Chemicals for the Pool and Splashpad.								
		934969206 06/07/24 Chemicals for pool/splashpa	432.00*			1000 460446	222	101000
		934969206 06/07/24 Chemicals for pool/splashpa	180.50			1000 460445	222	101000
19044	C	858 MILLER LAW OFFICE, PLLC	4,800.00					
Water Rights Matters								
		1344 06/14/24 Water Rights Matter	4,800.00*			5210 430530	352	101000
19045		23 VALLEY DRUG AND VARIETY	88.00					
Paper for new Utility Billing software notifications to customers. Stamps for Court.								
		686267 06/20/24 Paper for billing notification	10.00*			5210 430510	210	101000
		686267 06/20/24 Paper for billing notification	10.00*			5310 430610	210	101000
		684232 06/11/24 Stamps for Court	68.00			1000 410360	311	101000
19046	E	1702 DE Lage Landen Finance Services,	82.00					
FD/Court Printer Lease								
		587864995 07/15/24 FD/Court Printer Lease	41.00			1000 410360	320	101000
		587864995 07/15/24 FD/Court Printer Lease	41.00*			1000 420410	320	101000
19047		1999 Emerine Contracting, LLC	145,665.78					
ARPA - Water Leak Repair Project invoice #3								
		10235808 3 06/11/24 ARPA Project	145,665.78			5230 430550	900 2	101000
19048	E	206 DEPARTMENT OF REVENUE	1,471.37					
Required withholding 1% MT Gross Receipts Tax Payment made to Emerine claim 19047. Eligible to date was \$147,137.15, 1% withheld is \$1,471.37 and paid to the state in June 24.								
		10235808 T 06/15/24 1% Contractors Gross Recei	1,471.37			5230 430550	900 2	101000
19049		1118 Montana Magistrates Association	300.00					
MT Magistrate Dues FY July 1st 2024 - June 30, 2025								
		FY24-25 06/15/24 Annual Dues FY 24-25	300.00*			1000 410360	330	101000

06/25/24
16:33:09

TOWN OF STEVENSVILLE
Claim Approval List
For the Accounting Period: 6/24

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Report ID: AP100

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period (3/24) ****								
19050	C	1582 Optical Scientific, Inc.	3,952.85					
		Optical Scientific Inc Invoice S424049-AWOS-REVIS						
		S424049 03/18/24 AWOS Services	3,952.85*			5610 430300	360	101000
*** Claim from another period (5/24) ****								
19051		115 BURNT FORK COMMISSION	107.37					
Total inches of water delivered to the Town of Stevensville is 1100. Total inches of water delivered to 39 water users was 50520								
		061724 06/10/24 Water usage for cemetery	107.37*			1000 430900	342	101000
19052		2015 Bitterroot building Services	560.00					
		Splashpad repairs and maintenance						
		060724 06/07/24 Splash Pad	560.00*			1000 460446	360	101000
19053		2010 Smyrna Police Distributors	177.00					
		Uniforms for new officer						
		84320 06/13/24 Smyrna - PD Uniforms	177.00			1000 420100	226	101000
19054		1932 Pieri Construction	1,580.00					
		Splashpad repairs and maintenance						
		F53029 06/13/24 Splashpad repairs	1,580.00*			1000 460446	360	101000
*** Claim from another period (5/24) ****								
19055		17 MONTANA SAWS LLC	28.00					
		Chain for chain saw						
		053024 05/30/24 Chain for chain saw	28.00			1000 430200	220	101000
19056	E	2000 RICOH USA Inc	133.70					
		RICOH Printer Lease June 2024						
		108295483 05/17/24 Printer Lease - Council	6.68*			1000 410100	320	101000
		108295483 05/17/24 Printer Lease - Mayor	6.69*			1000 410200	320	101000
		108295483 05/17/24 Printer Lease - Court	3.34			1000 410360	320	101000
		108295483 05/17/24 Printer Lease - Admin	20.06			1000 410550	320	101000
		108295483 05/17/24 Printer Lease - Bldg Dept	13.37*			2394 420531	320	101000
		108295483 05/17/24 Printer Lease - Water	40.11			5210 430510	320	101000
		108295483 05/17/24 Printer Lease - WWTP	40.11*			5310 430610	320	101000
		108295483 05/17/24 Printer Lease - Airport	3.34			5610 430300	320	101000
*** Claim from another period (5/24) ****								
19057		89 MORRISON-MAIERLE, INC.	84,500.00					
Charges associated with vertical gate- FAA grant funded. AIP								
3-30-0044-021-2022. RFR#1. Master Plan Update RFR #2								
invoice Summary AIP-021 FAA 5100-7A Form AIP-021 Summary of Project Cost								
		243585 04/16/24 AIP-3 30-0044-021-2022	84,500.00			5620 430300	350	101000

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period (4/24) ****								
19058	C	89 MORRISON-MAIERLE, INC.	4,696.70					
Charges associated with vertical gate- FAA grant funded. AIP 3-30-0044-021-2022. RFR#1. Master Plan Update RFR #2								
invoice Summary AIP-021 FAA 5100-7A Form AIP-021 Summary of Project Cost								
		243584 04/26/24 Auto Vertical Gate Project	696.70			5620 430300	350	101000
		243573 04/26/24 Auto Vertical Gate Project	4,000.00			5620 430300	350	101000
19059		1669 Pavlik Electric Co, Inc	26,790.50					
Airport Vertical Gate Project AIP-3-30-0044-018-2021. M-M No 0442.015								
		0442.015 04/13/24 Auto Vertical Gate Project	26,790.50			5620 430300	350	101000
19060	E	206 DEPARTMENT OF REVENUE	267.91					
Airport Vertical Gate Project AIP-3-30-0044-018-2021. M-M No 0442.015 1% Contractors Gross Receipts								
		0442.015 04/13/24 Auto Vertical Gate Project	267.91			5620 430300	350	101000
*** Claim from another period (5/24) ****								
19061		1915 NORTHWEST HARDWARE	417.36					
Operating and maintenance supplies used by Public Works. Claim was mistakenly created for Eastside Ace when it should have been Stevensville Hardware - Northwest Hardware. Will recreate the claim send back for approval and payment. Check 23140 has been voided.								
		16142710 05/10/24 Caution tape	10.16*			1000 430200	230	101000
		15144057 05/14/24 Mulch for flower bed at pool	12.40			1000 460430	230	101000
		16144064 05/14/24 Mulch for flower bed at pool	31.00*			1000 460430	220	101000
		16144157 05/14/24 Pool office floor paint	113.82*			1000 460445	230	101000
		16144115 05/14/24 Cleaning Supplies Park Restr	31.53			1000 460430	230	101000
		16144863 05/17/24 Ear protection	22.49			1000 460430	230	101000
		16145727 05/20/24 Potting Soil for Main St Flo	69.75*			1000 430200	230	101000
		16145829 05/20/24 Handd trowel	8.09			1000 460430	240	101000
		16146345 05/22/24 Safety Glasses	16.18*			1000 460430	220	101000
		16148741 05/31/24 Plumbing part	6.74*			5210 430550	230	101000
		16148596 05/30/24 Razor for utility knife	1.61			1000 460430	240	101000
		16147867 05/28/24 Nuts&Bolts for water pump	2.76			1000 460430	240	101000
		16147852 05/28/24 Work gloves	22.49*			1000 460430	220	101000
		16144213 05/14/24 Wire Rope Clip	5.36*			1000 420421	230	101000
		16142409 05/09/24 Shut off valves L&C Restroom	62.98			1000 460430	230	101000
19062		1897 Denning, Downey & Associates	41,900.00					
FY 23-23 Audit Services								
		17578 06/23/24 Court (5%)	2,095.00			1000 410360	350	101000
		17578 06/23/24 General (15%)	6,285.00*			1000 410530	350	101000
		17578 06/23/24 Police (5%)	2,095.00*			1000 420100	350	101000
		17578 06/23/24 Fire Dept (5%)	2,095.00*			1000 420410	350	101000

06/25/24
16:33:09

TOWN OF STEVENSVILLE
Claim Approval List
For the Accounting Period: 6/24

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Report ID: AP100

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
17578	06/23/24	Bldg Dept (5%)	2,095.00*			2394 420531	350	101000
17578	06/23/24	Water (30%)	12,570.00			5210 430510	350	101000
17578	06/23/24	Sewer (30%)	12,570.00*			5310 430610	350	101000
17578	06/23/24	Airport (5%)	2,095.00			5610 430300	350	101000
		# of Claims	21	Total:	339,395.40			
Total Electronic Claims			15,404.53	Total Non-Electronic Claims		323990.87		

Fund/Account	Amount
1000 GENERAL	
101000 Cash - Operating	16,532.26
2394 BUILDING CODE ENFORCEMENT	
101000 Cash - Operating	2,108.37
5210 WATER	
101000 Cash - Operating	17,426.85
5230 ARPA WATER LEAK REPAIR	
101000 Cash - Operating	168,401.51
5310 SEWER	
101000 Cash - Operating	12,620.11
5610 AIRPORT	
101000 Cash - Operating	6,051.19
5620 AIRPORT PROJECT	
101000 Cash - Operating	116,255.11
Total:	339,395.40

06/25/24
16:33:09

TOWN OF STEVENSVILLE
Claim Approval Signature Page
For the Accounting Period: 6 / 24

Page: 6 of 6
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. Discussion/Decision: Approval of Special Event Permit for the Stevensville Scarecrow Festival



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	Unfinished Business
Person Submitting the Agenda Item:	Stevensville Scarecrow Festival
Second Person Submitting the Agenda Item:	
Submitter Title:	Citizen
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	06/27/2024
Agenda Topic:	Discussion/Decision: Approval of Special Event Permit for the Stevensville Scarecrow Festival
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	06/27/2024
Notes:	This agenda item was brought to the 6/13/2024 Town Council Meeting. The motion failed and it was asked that the fire department chief be able to review this request.



**SPECIAL EVENT PERMIT
APPLICATION**

Departmental Review

Event Name: Scarecrow Festival

Date(s): Oct. 4th & 5th 2024

Location(s): Veterans Park, Main St. 3rd-Church, 3rd-Buck

Fire Department

Comments: _____

Approval: [Signature]

Name/Title: Chief

Police Department

Comments: _____

Approval: [Signature]

Name/Title: Chief

Public Works Department

Comments: Stage placement?

Approval: [Signature]

Name/Title: P.W. Director

Administration

Comments: _____

Approval: [Signature]

Name/Title: Mayor

TOWN OF STEVENSVILLE
APPLICATION FOR SPECIAL EVENT PERMIT

APPLICATION DATE: 5-20-24 (Must be at least 14 days prior to event)

NAME OF GROUP OR ORGANIZATION: Stevensville Scarecrow Festival (Project 59870)

CONTACT PERSON: Loey Knapp TELEPHONE: 406-529-9715

ACTIVITY: Scarecrow Festival

LOCATION REQUESTING: Veterans Park (1-week), Main St., 3rd St = Church - Buck

DATE: Oct. 4th + 5th STARTING TIME: 10 AM - Noon ENDING TIME: 10/5 = 9:00 pm

ESTIMATED NUMBER OF PEOPLE ATTENDING: 5000

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

HIGHWAY OR STREET CLOSURE? YES NO If yes, please attach ~~MDOT~~

Street Closure Permit * 3rd Street Church - main. 3rd Street Main - Buck

REQUEST FOR BONFIRE? YES NO NOT AT THIS TIME. IF SO, WILL BRING BACK If yes, please attach Town Burn Permit

IS OVERNIGHT CAMPING REQUESTED? YES NO

DO YOU HAVE INSURANCE? YES NO

If yes please attach declaration page as proof of insurance for \$1.5 million as pursuant to Montana Statute M.C.A. 2-9-108.

WILL SECURITY BE REQUIRED? YES NO

IF YES, PLANS FOR SECURITY: _____

PLANS FOR CLEAN UP: Scarecrow Committee

FEE: \$ _____

**If the event involves less than 1,000 participants, this application will be forwarded to the Mayor for final approval. If the event involves more than 1,000 participants, this application will be considered at the first Town Council Meeting after its receipt. The contact person will be notified of the Mayor or Council's decision the following day. ** If Council approval, a representative must attend the council meeting.

* 3rd - Church EAST Oct. 4th + 5th
3-9 9-9
3rd - Buck WEST Oct. 4th 3-9 Oct. 5th 9-9

File Attachments for Item:

- a. Informational: Updates to Mission Street Water Main Replacement Project



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Bob Michalson
Second Person Submitting the Agenda Item:	HDR Engineering
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	06/27/2024
Agenda Topic:	Informational: Updates to Mission Street Water Main Replacement Project
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	06/27/2024
Notes:	Updates have been provided by HDR Engineering on the ARPA Project.

Stevensville WMR - Change Order 1 Breakdown

CPR #	Description	Addtl Days	Increase	Decrease	Total
CPR 1	Deduct of South Ave water main	1		-\$138,200.28	-\$138,200.28
CPR 2	8 ft to 6.5 ft hydrant height change	0		-\$1,629.93	-\$1,629.93
CPR 3	Ravalli St. tie-in	2	\$6,803.60		\$6,803.60
CPR 4	Road replacement	14	\$41,773.92		\$41,773.92
CPR 5	Adjust alignment out of road	0		-\$12,418.35	-\$12,418.35
CPR 8	Leveling Course	2	\$21,850.00		\$21,850.00
Total		19	\$70,427.52	-\$152,248.56	-\$81,821.04

CHANGE ORDER NO.: 1

Owner:	Town of Stevensville	Owner's Project No.:	
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10235808
Contractor:	Emerine Contracting LLC	Contractor's Project No.:	
Project:	Water Main Replacement South Street and Main Street		
Contract Name:			
Date Issued:	6/20/2024	Effective Date of Change Order:	6/27/2024

The Contract is modified as follows upon execution of this Change Order:


Description:

Changes in scope as described in the attached Change Proposal Requests 1, 2, 3, 4, 5 and 8.

Attachments:

Change Proposal Request 1, Change Proposal Request 2, Change Proposal Request 3, Change Proposal Request 4, Change Proposal Request 5, Change Proposal Request 8

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>1,373,691.00</u>	Original Contract Times: Substantial Completion: <u>120</u> Ready for final payment: <u>150</u>
Increase/Decrease from previously approved Change Orders: \$ <u>N/A</u>	Increase/Decrease from previously approved Change Orders: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>1,373,691.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>120</u> Ready for final payment: <u>150</u>
Decrease this Change Order: \$ <u>81,821.04</u>	Increase this Change Order: Substantial Completion: <u>19</u> Ready for final payment: <u>19</u>
Contract Price incorporating this Change Order: \$ <u>1,291,869.96</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>139</u> Ready for final payment: <u>169</u>

Recommended by Engineer (if required)	Accepted by Contractor
By: 	_____
Title: <u>Project Manager – HDR Engineering, Inc.</u>	_____
Date: <u>6/20/2024</u>	_____
Authorized by Owner	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____

Change Proposal Request No. 1

Project Name: Stevensville Water Main Replacement	Owner's Project No. (if applicable):
Project Owner: Town of Stevensville	Regulatory Agency Project No. (if applicable):
HDR Project No. 10235808	Initiated by: <input checked="" type="checkbox"/> Engineer <input type="checkbox"/> Contractor
Contractor: Emerine Contracting	Date: June 20, 2024

Attention: The following change to the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- A breakdown of cost shall be provided upon request by the Owner or Engineer.
- Work shall not commence until authorized by the Owner.

Description of the Proposed Change:

April 1st, 2024 at 10:15 a.m Cody Anderson came to the site and informed us that all of South Ave might be New C-900. 10:30 a.m I called Eli he instructed us to dig down to the existing water main and verify. 11:24 a.m I informed Eli that the existing water main was in fact new C-900. Eli Instructed Emerine to hang tight until he made phone calls. At 3:30 p.m Eli called back and stated it will not be necessary to install the new water main on all of South Ave as we had plan and to tie into the South Ave at Mission St intersection . Emerine is seeking compensation for this lost time. Excavator: 4hrs x \$205/hr = \$820, Skid Steer: 1.5 hrs x \$150 = \$225, Labor: 27 hr x \$95 = \$2565, Administrative: 1 hr x \$95 = \$95. Total downtime cost = \$3705.

Adjustment of quantities for the deduct of watermain on South Ave:

Item 5 Water Main Replacement: -722.72 ft x \$174/ft = -\$125,753.28

Item 4 Meter Replacement and Relocation: - 4 meters x \$4,038 = -\$16,152

Total adjustment: \$3705 - \$125,753.28 - \$16,152 = \$138,200.28


All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work described herein is Approved by Change Order, the time of completion will be:

Increased Decreased Unchanged

by 0 calendar days.

This change will: Add Deduct No Change

\$ 138,200.28 to the current contract amount.

Emerine Contracting
 General Contractor
6/20/2024
 Date
 By: 

HDR Recommendation:

Recommend Acceptance

Do not Recommend Acceptance

By: HDR Engineering, Inc

Digitally signed by Molloy, Elijah
 DN:
 E=Elijah.Molloy@hdrinc.com,
 CN="Molloy, Elijah",
 OU=Users, OU=Missoula-700
 SW Higgins Ave Ste 200,
 OU=Montana, OU=United
 States, OU=Offices,
 DC=intranet, DC=hdr
 Date: 2024.06.20
 14:03:34-0600

Date

Owner's Action:

Accepted Not Accepted

By: Owner

Date



Change Proposal Request No. 2

Project Name: Stevensville Water Replacment	Owner's Project No. (if applicable):
Project Owner: Town Of Stevensville	Regulatory Agency Project No. (if applicable):
HDR Project No.	Initiated by: <input type="checkbox"/> Engineer <input checked="" type="checkbox"/> Contractor
Contractor: Emerine Contracting	Date: 5/6/2024

Attention: The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- A breakdown of cost shall be provided upon request by the Owner or Engineer.
- Work shall not commence until authorized by the Owner.

Description of the Proposed Change:

On Wednesday April 3rd, 2024 Emerine, HDR and Stephen Lassiter decided 8' bury fire hydrants was not necessary. The Town Of Stevensville will be credited \$1,629.93. After the price of the 6.5' fire hydrants and the restocking fee.

By

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

Increased Decreased Unchanged

HDR Recommendation:

Recommend Acceptance
 Do Not Recommend Acceptance

By: HDR Engineering, Inc.

by _____ calendar days.

Date Molloy, Elijah

Digitally signed by Molloy, Elijah
DN: E=Elijah.Molloy@hdrinc.com,
OU=HDR Engineering, OU=Users,
OU=Missouri-700 SW Higgins Ave
Ste 200, City=Montana, OU=United
States, OU=Office, DC=HDR, DC=Inc.
C=US
Date: 2024.05.23 12:02:16-06'00'

This change will: Add Deduct No Change

Owner's Action:

\$ 1,629.93

Accepted Not Accepted

General Contractor **Emerine Contracting**

By: Owner

Date 5/6/24

Date 5-24-24



DUPLICATE

CREDIT MEMO

1830 Craig Park Court
St. Louis, MO 63146

Invoice # U730976
Invoice Date 4/17/24
Account # 263701
Sales Rep TYLER MILLER
Phone # 406-728-7336
Branch #591 Missoula, MT
Total Amount Due **-\$8,536.02**

Remit To:
CORE & MAIN LP
PO BOX 28330
ST. LOUIS, MO 63146

EMERINE CONTRACTING
PO BOX 1266
PHILIPSBURG MT 59858-1266

Shipped To:
CUSTOMER PICK-UP

CUSTOMER JOB- STEVI STEVI WATER

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
4/16/24	4/16/24	SEE BELOW	STevi WATER	STevi		WILL CALL	U730976

Product Code	Description	Quantity		Price	UM	Extended Price
		Ordered	Shipped			

CUSTOMER PO#- MATERIAL RETURN
Reference Invoice No.U655914

60MU596B6M3A423	A423 5-1/4IN HYD 8'0" BURY OL 6IN MJ SHOE ACC 1-1/2IN PENT 2 2-1/2IN NST HOSE NOZ 1 4-1/2I N NST PUMPER NOZ RED A423-5137 34	3	3	3347.46000	EA	-10,042.38
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Freight	Delivery	Handling	Restock	Misc	Subtotal:	-10,042.38
			\$1,506.36		Other:	1,506.36
					Tax:	.00

Terms: NET 30

Invoice Total: **-\$8,536.02**

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and ac
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



DUPLICATE
INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # U706542
Invoice Date 4/16/24
Account # 263701
Sales Rep TYLER MILLER
Phone # 406-728-7336
Branch #591 Missoula, MT
Total Amount Due \$6,906.27

Remit To:
CORE & MAIN LP
PO BOX 28330
ST. LOUIS, MO 63146

EMERINE CONTRACTING
PO BOX 1266
PHILIPSBURG MT 59858-1266

Shipped To:
MISSION ST. & SOUTH AVE
STEVENSVILLE, MT

CUSTOMER JOB- STEVI STEVI WATER

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered Date Shipped Customer PO # Job Name Job # Bill of Lading Shipped Via Invoice#
4/11/24 4/15/24 HYDRANTS STEVI WATER STEVI CORE & MAIN LP U706542

Product Code	Description	Quantity		Price	UM	Extended Price
		Ordered	Shipped			
605786M3A423LA	A423 5-1/4 VO HYD 6'6"B 6MJ NST 3WAY O/L 502317	2	2	3400.86000	EA	6,801.72
21I06AF	6 MJXFLG ADPT C153 IMP	1	1	86.50000	EA	86.50
24AFBNK0608	6-8" 125# FLG BOLT&NUT KIT	1	1	12.77000	EA	12.77
24AFGFR06A	6X1/8 FLG FF RR GASKET	1	1	5.28000	EA	5.28

Freight	Delivery	Handling	Restock	Misc	Subtotal:	6,906.27
					Other:	.00
					Tax:	.00
Terms: NET 30 Ordered By: NICK					Invoice Total:	\$6,906.27

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



Change Proposal Request No. 3

Project Name: Stevensville Water Main Replacement	Owner's Project No. (if applicable):
Project Owner: Town Of Stevensville	Regulatory Agency Project No. (if applicable):
HDR Project No. 10235808	Initiated by: <input type="checkbox"/> Engineer <input checked="" type="checkbox"/> Contractor
Contractor: Emerine Contracting	Date: May 3rd, 2024

Attention: The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- A breakdown of cost shall be provided upon request by the Owner or Engineer.
- Work shall not commence until authorized by the Owner.

Description of the Proposed Change:

On April 15th I notified Caleb that the tie in on Ravalli ST that the existing main is a 4" cast iron water main and on the west side on the road. The plans show this tie into a 6" water main and on the eastside of ravalli. Emerine is seeking compansation for this tie in.

Excavator @ \$205hr Labor @ \$95hr

2 - 6" 45's 3hrs install each with 1- Excavator 2-Labors = \$2,370

Utilitiy crossings - Water Main & Gas \$550 each = \$1,100

Materials - \$677.05 + 15% = \$778.60

Compansation for pulling an Excavator back down the street for Compaction testing up to station 10+00.

Excavator @ \$205 for 12hrs = \$2,460

Administrative cost @ \$95hr for 1 hour

By Nick Vose

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

Increased Decreased Unchanged

HDR Recommendation:

Recommend Acceptance
 Do Not Recommend Acceptance

By: HDR Engineering, Inc.

by 2 calendar days.

Date

This change will: Add Deduct No Change

Owner's Action:

\$ 6,803.60

Accepted Not Accepted

General Contractor **Emerine Contracting**

By: Owner

Date May 3rd, 2024

Date



DUPLICATE
INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # **U815947**
Invoice Date **5/02/24**
Account # **263701**
Sales Rep **TYLER MILLER**
Phone # **406-728-7336**
Branch #591 **Missoula, MT**
Total Amount Due **\$1,572.06**

Remit To:
CORE & MAIN LP
PO BOX 28330
ST. LOUIS, MO 63146

EMERINE CONTRACTING
PO BOX 1266
PHILIPSBURG MT 59858-1266

Shipped To:
MISSION ST. & SOUTH AVE
STEVENSVILLE, MT

CUSTOMER JOB- STEVI STEVI WATER

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered 4/30/24 Date Shipped 5/01/24 Customer PO # CHANGE ORDER Job Name STEVI WATER Job # STEVI Bill of Lading CORE & MAIN LP Shipped Via CORE & MAIN LP Invoice# U815947

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
21I064M	6 MJ 45 C153 IMP	2	2		89.44000	EA	178.88
21IAMF706EZPVCP	6 SIP EZ GRIP PVC REST W/ACC F/C900 IMP EZPVCP06	5	5		59.73000	EA	298.65
21I06R04M	6X4 MJ RED C153 IMP	1	1		64.40000	EA	64.40
21IAMF704EZDP	4 SIP EZ GRIP DI REST W/ACC IMP EZDP04	1	1		39.71000	EA	39.71
21IAMF704EZPVCP	4 SIP EZ GRIP PVC REST W/ACC F/C900 IMP EZPVCP04	2	2		47.71000	EA	95.42
3907H15456N	H15456N 3/4 CPLEG FIPXITIPS FIP X INSTA-TITE IPS NO LEAD	25	25		35.00000	EA	895.00

Freight Delivery Handling Restock Misc

Terms: NET 30
Ordered By: NICK

Subtotal: **1,572.06**
Other: **.00**
Tax: **.00**
Invoice Total: \$1,572.06

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and to review these terms and conditions, please visit: <http://tandc.coreandmain.com/>

Detailed report



04/18/2024 - 04/18/2024

Total: **64:45:00** Billable: **38:30:00** Amount: **USD0.00**

Date	Description	Duration	User
04/18/2024	Water emergency STEVI - LABOR	00:30:00 07:30:00PM - 08:00:00PM	Kaden Weis USD0.00
04/18/2024	911 water emergency client had no water we were passing out shut offs he flagged us down we turned the curb stop on once we figured it out STEVI - LABOR	00:30:00 07:30:00PM - 08:00:00PM	Bob Bilodeau USD0.00
04/18/2024	Water emergency. Troubleshoot no water problem. Curbstop got turned off when removing backfill rod. STEVI - LABOR	00:30:00 07:30:00PM - 08:00:00PM	Kenneth Foster
04/18/2024	Water emergency water wasn't working for a service STEVI - LABOR	01:00:00 07:00:00PM - 08:00:00PM	Carson Whiteley
04/18/2024	Labor, cleanup, and edges of yards of rock and dirt spreading out topsoil over top yards where service connections are made STEVI - LABOR	01:00:00 06:30:00PM - 07:30:00PM	Kyle Breithaupt USD0.00
04/18/2024	Run skiddy to clean up road STEVI - SKIDDY	01:00:00 06:30:00PM - 07:30:00PM	Kenneth Foster
04/18/2024	Helped Bob with pressure test and clean up after services STEVI - LABOR	02:30:00 04:30:00PM - 07:00:00PM	Carson Whiteley
04/18/2024	Back filled main line and services for skinny 2 service done and 2 meter pits STEVI - 228 EX	04:30:00 12:00:00PM - 04:30:00PM	Carson Whiteley
04/18/2024	PC 290 excavator digging on long service line and short service line hook ups from edge of property line to mainline disconnecting old lines reconnecting new lines STEVI - 290EX	09:30:00 09:00:00AM - 06:30:00PM	Kyle Breithaupt USD0.00
04/18/2024	Exposed old service line to old main, exposed saddle on new main, connected in new line with meater pit, tested line then backfilled, connected 2 services unloading tools and water trailer, handing out water shut off notices STEVI - LABOR	10:30:00 09:00:00AM - 07:30:00PM	Kaden Weis USD0.00
04/18/2024	Compaction testing with engineers and all west 94% on first block 95% for second but not wet down enough STEVI - 228 EX	03:00:00 09:00:00AM - 12:00:00PM	Carson Whiteley
04/18/2024	Labor helping dig on first long service connection around gas Maine STEVI - 290EX	01:00:00 08:00:00AM - 09:00:00AM	Kyle Breithaupt USD0.00

Detailed report



04/24/2024 - 04/24/2024

Total: 84:20:00 Billable: 48:20:00 Amount: USD0.00

Date	Description	Duration	User
04/24/2024	Labor and raking out rocks out of the edges of yards spread out topsoil in water service trench line STevi - LABOR	02:00:00 05:00:00PM - 07:00:00PM	Kyle Breithaupt USD0.00
04/24/2024	Helped Todd with clean up and top hand STevi - LABOR	02:00:00 05:00:00PM - 07:00:00PM	Carson Whiteley
04/24/2024	Bobcat skid steer, cleanup of spoils pile and spreading out road mix STevi - SKIDDY	02:00:00 03:00:00PM - 05:00:00PM	Kyle Breithaupt USD0.00
04/24/2024	Clean up road and spread gravel with skiddy STevi - SKIDDY	04:00:00 03:00:00PM - 07:00:00PM	Kenneth Foster
04/24/2024	Top hand ditch hand duties many STevi - LABOR	05:00:00 02:00:00PM - 07:00:00PM	Bob Bilodeau USD0.00
04/24/2024	PC 290 excavator backfilling rest of waterline service after compaction test were passed STevi - 290EX	02:00:00 01:00:00PM - 03:00:00PM	Kyle Breithaupt USD0.00
04/24/2024	Run material. Spoils out and gravel from Yoder STevi - SIDE DUMP	03:30:00 11:30:00AM - 03:00:00PM	Kenneth Foster
04/24/2024	Cleaned piles with skiddy STevi - SKIDDY	03:00:00 11:00:00AM - 02:00:00PM	Bob Bilodeau USD0.00
04/24/2024	Cleaning up spoils and loading onto side dump, backfilling services STevi - 320 LOADER	10:00:00 09:00:00AM - 07:00:00PM	Kaden Weis USD0.00
04/24/2024	Change order PC 290 excavator compaction test on Mission Street from South Avenue to Central getting compaction test to pass STevi - 290EX	05:00:00 08:00:00AM - 01:00:00PM	Kyle Breithaupt USD0.00
04/24/2024	3 curb stops and meter pits full done and back filled and started exposing a fourth. STevi - 228 EX	10:00:00 07:00:00AM - 05:00:00PM	Carson Whiteley
04/24/2024	PC 290 excavator backfilling waterline service STevi - 290EX	01:00:00 07:00:00AM - 08:00:00AM	Kyle Breithaupt USD0.00
04/24/2024	Prepping for compaction test, STevi - LABOR	02:00:00 07:00:00AM - 09:00:00AM	Kaden Weis USD0.00

Detailed report



05/01/2024 - 05/01/2024

Total: **84:35:33** Billable: **48:20:00** Amount: **USD0.00**

Date	Description	Duration	User
05/01/2024	Clean up for day/ helping hook up services STEVI - LABOR	01:00:00 06:00:00PM - 07:00:00PM	Kyle Breithaupt USD0.00
05/01/2024	(Without Description) STEVI - LABOR	02:30:00 04:30:00PM - 07:00:00PM	Kaden Weis USD0.00
05/01/2024	Clean up mission street. 2 loads of native dirt with Ken worth STEVI - END DUMP	03:00:00 04:00:00PM - 07:00:00PM	Carson Whiteley
05/01/2024	(Without Description) STEVI - 320 LOADER	01:30:00 03:00:00PM - 04:30:00PM	Kaden Weis USD0.00
05/01/2024	Dug out trench for meter pit and curbstop. Back filled also STEVI - 228 EX	03:00:00 01:00:00PM - 04:00:00PM	Carson Whiteley
05/01/2024	Top hand ditch hand put in services STEVI - LABOR	08:00:00 11:00:00AM - 07:00:00PM	Bob Bilodeau USD0.00
05/01/2024	Compaction test with nick todd and bob STEVI - 228 EX	04:00:00 09:00:00AM - 01:00:00PM	Carson Whiteley
05/01/2024	1 service completed Cleaned up roads STEVI - LABOR	12:00:00 07:00:11AM - 07:00:11PM	Todd Goss USD0.00
05/01/2024	PC 290 excavator digging in water services/tie in on mission street an Ravilli Street STEVI - 290EX	11:00:00 07:00:00AM - 06:00:00PM	Kyle Breithaupt USD0.00
05/01/2024	Back filled meter pit and curbstop and got ready for compaction test STEVI - 228 EX	02:00:33 07:00:00AM - 09:00:33AM	Carson Whiteley
05/01/2024	(Without Description) STEVI - LABOR	08:00:00 07:00:00AM - 03:00:00PM	Kaden Weis USD0.00
05/01/2024	Cleaned piles in skiddy filled lo spots STEVI - SKIDDY	04:00:00 07:00:00AM - 11:00:00AM	Bob Bilodeau USD0.00
05/01/2024	Compaction test, 3 water services STEVI - SUP	12:00:00 07:00:00AM - 07:00:00PM	Nick Vose
05/01/2024	Ditch hand hook up services STEVI - LABOR	12:15:00 06:45:00AM - 07:00:00PM	Kenneth Foster



Change Proposal Request No. 4

Project Name: Stevensville Water Main Replacement	Owner's Project No. (if applicable):
Project Owner: Town Of Stevensville	Regulatory Agency Project No. (if applicable):
HDR Project No. 10235808	Initiated by: <input type="checkbox"/> Engineer <input checked="" type="checkbox"/> Contractor
Contractor: Emerine Contracting	Date: 5/1/2024

Attention: The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- A breakdown of cost shall be provided upon request by the Owner or Engineer.
- Work shall not commence until authorized by the Owner.

Description of the Proposed Change:

On April 4th, 2024 Emerine noticed the existing asphalt started to deteriorate from 0+20 to 2+00. Caleb and Eli were notified that day. On April 8th, Eli made a visit to look at the Issue. We Identified there was 1.5' of topsoil under the asphalt. That same day I noticed from 3+00 to 4+00 the existing asphalt had the same issue. April 12th Caleb sent a work directive for removing and replacing the damaged road. I used the directive to price out the work. The Quote is for 3,600 SF of road repair. I have attached the quote and pictures below.

Work will be done on a time and material basis - Eli Molloy

By Nick Vose

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

Increased Decreased Unchanged

HDR Recommendation:

Recommend Acceptance
 Do Not Recommend Acceptance

By: HDR Engineering, Inc.

by 14 calendar days.

Date 5/13/2024

This change will: Add Deduct No Change

Owner's Action:

\$ 41,773.92 estimated

Accepted Not Accepted

General Contractor Emerine Contracting

By: Owner *Rick M*

Date 5/1/2024

Date 5/15/24



Directive

Title: SWMR Mission Street Road Repair No.: 01

Request Date: 04/12/2024

Project: Stevensville Water Main Replacement (SWMR)

Contractor: Emerine Contracting

Contract No.: HDR# 10235808

Directive:

In accordance with the Contract Documents, you are hereby to proceed with the following:

- Maintain road closure on Mission Street from South Ave to Central Ave until further notice
 - Provide cost estimate to remove and replace damaged section of road in the following breakout:
 - Hourly Prevailing Wage Rates Plus Burden For All Equipment and Labor Including Supervision, Clerk and Payroll
 - Material Costs From Suppliers & Allowable Markup (separated)
- The Following in this format: [Item # ___] [Unit: ___] [Qty: ___] [Unit Cost: \$ ___] [Total Cost: \$ ___]
- Item 1: Estimate & Correspondence, Clerk & Payroll Costs
Unit: LS QTY: 1
 - Item 2: Asphalt Removal & Export
Unit: SY QTY: 267 (15 cubic yards @ 2" thickness)
 - Item 3: Unsuitable Material Removal & Export
Unit: CY QTY: 178 (assume 2' depth)
 - Item 4: Moisture Condition and Re-Compact Native Material Per MPWSS
Unit: SY QTY: 267
 - Item 5: Place and Compact Per MPWSS Native Suitable Overburden Material to 1.5' From Finish Grade
Unit: CY QTY: 45 (assume 6" compacted thickness)
 - Item 6: Import, Place And Compact Approved 3" Minus Subbase Per Sheet 04C-502, Detail 3 & Per MPWSS
Unit: CY QTY: 102 (12" compacted qty)
 - Item 7: Import, Place And Compact Approved 3/4 " Minus Crushed Base Per Sheet 04C-502, Detail 3 & Per MPWSS
Unit: CY QTY: 51 (6" compacted qty)
 - Item 8: Import, Place And Compact Approved HMA Per Sheet 04C-502, Detail 3 & Per MPWSS
Unit: SY QTY: 267 (34 cubic yards compacted qty)

Applicable Drawing: SWMR Sheet 04C - 502, Detail 3

Specification: MPWSS 7th Edition, SWMR SPEC: Divisions 01, 02, 31 & 32

Request for Information: _____

Eli Molloy 04/12/2024
HDR Project Manager Date

 04/15/2024
Contractor Acknowledge Receipt of Directive Date

If the Contractor considers the Work directed herein requires a change to the contract cost or contract time, the Contractor is required to notify the Engineer in accordance with the contract before proceeding with this work.

Item Number	Unit	Quantity	Unit Cost	Total
1	LS	1	\$ 285.00	\$ 285.00
2	SY	400	\$ 1.50	\$ 600.00
3	CY	267	\$ 20.00	\$ 5,340.00
4	SY	400	\$ 1.88	\$ 752.00
5	CY	67	\$ 24.00	\$ 1,608.00
6	CY	134	\$ 39.75	\$ 5,326.50
7	CY	67	\$ 63.26	\$ 4,238.42
8	SY	400	\$ 59.06	\$ 23,624.00
				\$ 41,773.92

Time and Materials for CPR 4

Side Dump – 22hrs @ \$190hr = \$4,180

Excavator – 22hrs @ \$205hr = \$4,510

Loader – 8hrs @ \$160hr = \$1,280

Skid Steer – 27hrs @ \$150hr = \$4,050

Roller – 7hrs @ \$150hr = \$1,050

$\frac{3}{4}$ " road base @ \$17yd x 200 yds = \$3,400

4" subbase @ \$14yd x 100yds = \$1,400

Total = \$19,870

Detailed report



05/16/2024 - 05/16/2024

Total: 44:15:22 Billable: 22:00:00 Amount: USD0.00

Date	Description	Duration	User
05/16/2024	Labor Cleaned STEVI - LABOR	03:00:00 03:00:00PM - 06:00:00PM	Bob Bilodeau USD0.00
05/16/2024	Cpr 4 STEVI - SKIDDY	06:00:00 12:00:02PM - 06:00:02PM	Todd Goss USD0.00
05/16/2024	CPR 4 rolled road mix and four inch in new road base STEVI - SKIDDY Roller	03:00:00 12:00:00PM - 03:00:00PM	Bob Bilodeau USD0.00
05/16/2024	Dug up and fixed leak in 228 STEVI - 228 EX	02:00:00 10:00:00AM - 12:00:00PM	Bob Bilodeau USD0.00
05/16/2024	CPR 4. T&m. Change order haul out and bring in material to fix road 9loads of spoils. 2 loads 4 minus STEVI - SIDE DUMP	08:30:22 09:29:38AM - 06:00:00PM	Kenneth Foster
05/16/2024	Fixed leak (saddle was turned on) Clean up from services yesterday STEVI - LABOR	05:00:00 07:00:51AM - 12:00:51PM	Todd Goss USD0.00
05/16/2024	Pressure tested well attempted to for a couple hours had a leak STEVI - LABOR	03:00:00 07:00:00AM - 10:00:00AM	Bob Bilodeau USD0.00
05/16/2024	CPR 4-pc290 STEVI - SUP	11:00:00 07:00:00AM - 06:00:00PM	Nick Vose
05/16/2024	CPR 4. Push out material at spoil pile to make room for more spoils STEVI - 320 LOADER	02:45:00 06:45:00AM - 09:30:00AM	Kenneth Foster

Detailed report

05/20/2024 - 05/20/2024

Total: 44:59:00 Billable: 22:59:00 Amount: USD0.00



Date	Description	Duration	User
05/20/2024	Top hand cleaned up and passed out notices STEVI - LABOR	02:00:00 05:00:00PM - 07:00:00PM	Bob Bilodeau USD0.00
05/20/2024	2 3/4 road mix 3 4in minus STEVI - SIDE DUMP	04:30:00 01:30:00PM - 06:00:00PM	Carson Whiteley
05/20/2024	Rolled road in roller STEVI - SKIDDY	04:00:00 01:00:00PM - 05:00:00PM	Bob Bilodeau USD0.00
05/20/2024	Cleaned piles in skiddy on change order STEVI - SKIDDY	04:00:00 09:00:00AM - 01:00:00PM	Bob Bilodeau USD0.00
05/20/2024	Cpr4 Graded out 4 in Started grading road mix STEVI - SKIDDY	10:59:00 07:01:19AM - 06:00:19PM	Todd Goss USD0.00
05/20/2024	Top hand ditch hand put in services STEVI - LABOR	02:00:00 07:00:00AM - 09:00:00AM	Bob Bilodeau USD0.00
05/20/2024	4 native 2 asphalt to old guys property. CPR 4 STEVI - SIDE DUMP	06:30:00 07:00:00AM - 01:30:00PM	Carson Whiteley
05/20/2024	290 for cpr 4 dig out cut to grade and compaction test STEVI - SUP	11:00:00 07:00:00AM - 06:00:00PM	Kenneth Foster

Detailed report



05/21/2024 - 05/21/2024

Total: 48:45:00 Billable: 23:30:00 Amount: USD0.00

Date	Description	Duration	User
05/21/2024	Cleaned road in loader STEVI - 320 LOADER	01:30:00 05:30:00PM - 07:00:00PM	Bob Bilodeau USD0.00
05/21/2024	8 loads of roadmix and 2 loads of asphalt from Yoder's to site CPR 4 STEVI - SIDE DUMP	02:30:00 05:00:00PM - 07:30:00PM	Carson Whiteley
05/21/2024	Completed 2 services Installed 2 curbstops STEVI - LABOR	07:30:00 12:00:29PM - 07:30:29PM	Todd Goss USD0.00
05/21/2024	Dig out and hook up 2 services (1 double barrel) in 290 STEVI - SUP	07:30:00 12:00:00PM - 07:30:00PM	Kenneth Foster
05/21/2024	Top hand ditch hand did services with Todd STEVI - LABOR	05:30:00 11:00:00AM - 04:30:00PM	Bob Bilodeau USD0.00
05/21/2024	Cleaned up road in loader asphalt STEVI - 320 LOADER	02:00:00 09:00:00AM - 11:00:00AM	Bob Bilodeau USD0.00
05/21/2024	Cpr4 Graded road mix STEVI - SKIDDY	05:00:00 07:00:19AM - 12:00:19PM	Todd Goss USD0.00
05/21/2024	Purged line on second and began pressure test STEVI - LABOR	02:00:00 07:00:00AM - 09:00:00AM	Bob Bilodeau USD0.00
05/21/2024	CPR 4 road clean up. Mission Street STEVI - SKIDDY	10:00:00 07:00:00AM - 05:00:00PM	Carson Whiteley
05/21/2024	CPR 4 push out road mix to Finnish up road STEVI - SUP	05:15:00 06:45:00AM - 12:00:00PM	Kenneth Foster



Change Proposal Request No. 5

Project Name: Stevenville Water Main Replacement	Owner's Project No. (if applicable):
Project Owner: Town Of Stevensville	Regulatory Agency Project No. (if applicable):
HDR Project No. 10235808	Initiated by: <input type="checkbox"/> Engineer <input checked="" type="checkbox"/> Contractor
Contractor: Emerine Contracting	Date: May 8th, 2024

Attention: The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- A breakdown of cost shall be provided upon request by the Owner or Engineer.
- Work shall not commence until authorized by the Owner.

Description of the Proposed Change:

On April 6th Emerine proposed moving the water main to the East from 15+50 to 19+00 to avoid unnecessary trench paving and subbase installation. The below discription will be credited to The Town Of Stevensville.

Asphalt Trench Paving \$3.33 SF	4" Minus place and compacted \$39.76YD
Asphalt - 350 LF x 9' = 3,150SF	Minus 81SF per service 7 Services x 81 SF = 567 SF
3,150 SF - 567 SF = 2,583 SF	2,583 SF x \$3.33 = \$8,601.39
4" Minus - 96 CY x \$39.76 = \$3,816.96	

By

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

Increased Decreased Unchanged

HDR Recommendation:

Recommend Acceptance
 Do Not Recommend Acceptance

By: HDR Engineering, Inc.

by 0 calendar days.

Date

Molloy, Elijah

This change will: Add Deduct No Change

Owner's Action:

Accepted Not Accepted

\$ 12,418.35

General Contractor Emerine Contracting

By: Owner

Date 5/8/24

Date 5-24-24

Digitally signed by Molloy, Elijah
DN: E=Elijah.Molloy@hdrinc.com,
CN=Molloy, Elijah, OU=Users,
OU=Microsoft 700 SW Higgins Ave Ste
200, OU=Montana, OU=United States
OU=Office, DC=Intranet, DC=hdr
Date: 2024.05.23 12:05:06-0700



Change Proposal Request No. 8

Project Name: Stevensville Water Main Replacemnet	Owner's Project No. (if applicable):
Project Owner: Town Of Stevensville	Regulatory Agency Project No. (if applicable):
HDR Project No. 10235808	Initiated by: <input type="checkbox"/> Engineer <input checked="" type="checkbox"/> Contractor
Contractor: Emerine Contracting	Date: 6/18/2024

Attention: The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- A breakdown of cost shall be provided upon request by the Owner or Engineer.
- Work shall not commence until authorized by the Owner.

Description of the Proposed Change:

Estimate for Advantage Asphalt to pre level Mission Street. This work will be done on time and material.

Labor \$550 hr

125 Tons of asphalt estimated at \$145/ton

By 

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

Increased Decreased Unchanged

by calendar days. 2

This change will: Add Deduct No Change

\$ 21,850

HDR Recommendation:

- Recommend Acceptance
 Do Not Recommend Acceptance

By: HDR Engineering, Inc.

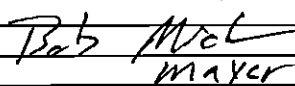
Date

Owner's Action:

- Accepted Not Accepted

General Contractor Emerine Contracting

Date 6/18/24

By: Owner 

Date 6-19-24

Digitally signed by Molloy, Elish
DN: cn=Elish.Molloy@hdr.com,
ou=HDR Engineering, DC=HDR,
c=US, email=700 S.W. Higgins Ave Ste
200, Henderson, NV 89002, o=HDR
Engineering, DC=Internet, DC=HDR
Date: 2024.06.18 14:37:38-0600



Change Proposal Request No. 3

Project Name: Stevensville Water Main Replacement	Owner's Project No. (if applicable):
Project Owner: Town Of Stevensville	Regulatory Agency Project No. (if applicable):
HDR Project No. 10235808	Initiated by: <input type="checkbox"/> Engineer <input checked="" type="checkbox"/> Contractor
Contractor: Emerine Contracting	Date: May 3rd, 2024

Attention: The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- A breakdown of cost shall be provided upon request by the Owner or Engineer.
- Work shall not commence until authorized by the Owner.

Description of the Proposed Change:

On April 15th I notified Caleb that the tie in on Ravalli ST that the existing main is a 4" cast iron water main and on the west side on the road. The plans show this tie into a 6" water main and on the eastside of ravalli. Emerine is seeking compansation for this tie in.

Excavator @ \$205hr Labor @ \$95hr

2 - 6" 45's 3hrs install each with 1- Excavator 2-Labors = \$2,370

Utilitiy crossings - Water Main & Gas \$550 each = \$1,100

Materials - \$677.05 + 15% = \$778.60

Compansation for pulling an Excavator back down the street for Compaction testing up to station 10+00.

Excavator @ \$205 for 12hrs = \$2,460

Administrative cost @ \$95hr for 1 hour

By Nick Vose

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

Increased Decreased Unchanged

HDR Recommendation:

- Recommend Acceptance
 Do Not Recommend Acceptance

By: HDR Engineering, Inc.

Molloy, Elijah

Digitally signed by Molloy, Elijah
DN: E=Elijah.Molloy@hdrinc.com,
OU=HDR Engineering, Inc., OU=Missoula,
OU=Missoula-700 SW Higgins Ave
Ste 200, OU=Montana, OU=United
States, OU=Missoula, DC=HDR
DC=hdr
Date: 2024.06.20 13:59:01-06'00'

by 2 calendar days.

Date

This change will: Add Deduct No Change

Owner's Action:

- Accepted Not Accepted

\$ 6,803.60

General Contractor **Emerine Contracting**

By: Owner

Date May 3rd, 2024

Date



DUPLICATE
INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # **U815947**
Invoice Date **5/02/24**
Account # **263701**
Sales Rep **TYLER MILLER**
Phone # **406-728-7336**
Branch #591 **Missoula, MT**
Total Amount Due **\$1,572.06**

Remit To:
CORE & MAIN LP
PO BOX 28330
ST. LOUIS, MO 63146

EMERINE CONTRACTING
PO BOX 1266
PHILIPSBURG MT 59858-1266

Shipped To:
MISSION ST. & SOUTH AVE
STEVENSVILLE, MT

CUSTOMER JOB- STEVI STEVI WATER

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered 4/30/24 Date Shipped 5/01/24 Customer PO # CHANGE ORDER Job Name STEVI WATER Job # STEVI Bill of Lading CORE & MAIN LP Shipped Via CORE & MAIN LP Invoice# U815947

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
21I064M	6 MJ 45 C153 IMP	2	2		89.44000	EA	178.88
21IAMF706EZPVCP	6 SIP EZ GRIP PVC REST W/ACC F/C900 IMP EZPVCP06	5	5		59.73000	EA	298.65
21I06R04M	6X4 MJ RED C153 IMP	1	1		64.40000	EA	64.40
21IAMF704EZDP	4 SIP EZ GRIP DI REST W/ACC IMP EZDP04	1	1		39.71000	EA	39.71
21IAMF704EZPVCP	4 SIP EZ GRIP PVC REST W/ACC F/C900 IMP EZPVCP04	2	2		47.71000	EA	95.42
3907H15456N	H15456N 3/4 CPLG FIPXITIPS FIP X INSTA-TITE IPS NO LEAD	25	25		35.00000	EA	895.00

Freight Delivery Handling Restock Misc

Terms: NET 30
Ordered By: NICK

Subtotal: **1,572.06**
Other: **.00**
Tax: **.00**
Invoice Total: **\$1,572.06**

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>

Detailed report



04/18/2024 - 04/18/2024

Total: **64:45:00** Billable: **38:30:00** Amount: **USD0.00**

Date	Description	Duration	User
04/18/2024	Water emergency STevi - LABOR	00:30:00 07:30:00PM - 08:00:00PM	Kaden Weis USD0.00
04/18/2024	911 water emergency client had no water we were passing out shut offs he flagged us down we turned the curb stop on once we figured it out STevi - LABOR	00:30:00 07:30:00PM - 08:00:00PM	Bob Bilodeau USD0.00
04/18/2024	Water emergency. Troubleshoot no water problem. Curbstop got turned off when removing backfill rod. STevi - LABOR	00:30:00 07:30:00PM - 08:00:00PM	Kenneth Foster
04/18/2024	Water emergency water wasn't working for a service STevi - LABOR	01:00:00 07:00:00PM - 08:00:00PM	Carson Whiteley
04/18/2024	Labor, cleanup, and edges of yards of rock and dirt spreading out topsoil over top yards where service connections are made STevi - LABOR	01:00:00 06:30:00PM - 07:30:00PM	Kyle Breithaupt USD0.00
04/18/2024	Run skiddy to clean up road STevi - SKIDDY	01:00:00 06:30:00PM - 07:30:00PM	Kenneth Foster
04/18/2024	Helped Bob with pressure test and clean up after services STevi - LABOR	02:30:00 04:30:00PM - 07:00:00PM	Carson Whiteley
04/18/2024	Back filled main line and services for skinny 2 service done and 2 meter pits STevi - 228 EX	04:30:00 12:00:00PM - 04:30:00PM	Carson Whiteley
04/18/2024	PC 290 excavator digging on long service line and short service line hook ups from edge of property line to mainline disconnecting old lines reconnecting new lines STevi - 290EX	09:30:00 09:00:00AM - 06:30:00PM	Kyle Breithaupt USD0.00
04/18/2024	Exposed old service line to old main, exposed saddle on new main, connected in new line with meater pit, tested line then backfilled, connected 2 services unloading tools and water trailer, handing out water shut off notices STevi - LABOR	10:30:00 09:00:00AM - 07:30:00PM	Kaden Weis USD0.00
04/18/2024	Compaction testing with engineers and all west 94% on first block 95% for second but not wet down enough STevi - 228 EX	03:00:00 09:00:00AM - 12:00:00PM	Carson Whiteley
04/18/2024	Labor helping dig on first long service connection around gas Maine STevi - 290EX	01:00:00 08:00:00AM - 09:00:00AM	Kyle Breithaupt USD0.00

Detailed report



04/24/2024 - 04/24/2024

Total: **84:20:00** Billable: **48:20:00** Amount: **USD0.00**

Date	Description	Duration	User
04/24/2024	Labor and raking out rocks out of the edges of yards spread out topsoil in water service trench line STevi - LABOR	02:00:00 05:00:00PM - 07:00:00PM	Kyle Breithaupt USD0.00
04/24/2024	Helped Todd with clean up and top hand STevi - LABOR	02:00:00 05:00:00PM - 07:00:00PM	Carson Whiteley
04/24/2024	Bobcat skid steer, cleanup of spoils pile and spreading out road mix STevi - SKIDDY	02:00:00 03:00:00PM - 05:00:00PM	Kyle Breithaupt USD0.00
04/24/2024	Clean up road and spread gravel with skiddy STevi - SKIDDY	04:00:00 03:00:00PM - 07:00:00PM	Kenneth Foster
04/24/2024	Top hand ditch hand duties many STevi - LABOR	05:00:00 02:00:00PM - 07:00:00PM	Bob Bilodeau USD0.00
04/24/2024	PC 290 excavator backfilling rest of waterline service after compaction test were passed STevi - 290EX	02:00:00 01:00:00PM - 03:00:00PM	Kyle Breithaupt USD0.00
04/24/2024	Run material. Spoils out and gravel from Yoder STevi - SIDE DUMP	03:30:00 11:30:00AM - 03:00:00PM	Kenneth Foster
04/24/2024	Cleaned piles with skiddy STevi - SKIDDY	03:00:00 11:00:00AM - 02:00:00PM	Bob Bilodeau USD0.00
04/24/2024	Cleaning up spoils and loading onto side dump, backfilling services STevi - 320 LOADER	10:00:00 09:00:00AM - 07:00:00PM	Kaden Weis USD0.00
04/24/2024	Change order PC 290 excavator compaction test on Mission Street from South Avenue to Central getting compaction test to pass STevi - 290EX	05:00:00 08:00:00AM - 01:00:00PM	Kyle Breithaupt USD0.00
04/24/2024	3 curb stops and meter pits full done and back filled and started exposing a fourth. STevi - 228 EX	10:00:00 07:00:00AM - 05:00:00PM	Carson Whiteley
04/24/2024	PC 290 excavator backfilling waterline service STevi - 290EX	01:00:00 07:00:00AM - 08:00:00AM	Kyle Breithaupt USD0.00
04/24/2024	Prepping for compaction test, STevi - LABOR	02:00:00 07:00:00AM - 09:00:00AM	Kaden Weis USD0.00

Detailed report



05/01/2024 - 05/01/2024

Total: **84:35:33** Billable: **48:20:00** Amount: **USD0.00**

Date	Description	Duration	User
05/01/2024	Clean up for day/ helping hook up services STevi - LABOR	01:00:00 06:00:00PM - 07:00:00PM	Kyle Breithaupt USD0.00
05/01/2024	(Without Description) STevi - LABOR	02:30:00 04:30:00PM - 07:00:00PM	Kaden Weis USD0.00
05/01/2024	Clean up mission street. 2 loads of native dirt with Ken worth STevi - END DUMP	03:00:00 04:00:00PM - 07:00:00PM	Carson Whiteley
05/01/2024	(Without Description) STevi - 320 LOADER	01:30:00 03:00:00PM - 04:30:00PM	Kaden Weis USD0.00
05/01/2024	Dug out trench for meter pit and curbstop. Back filled also STevi - 228 EX	03:00:00 01:00:00PM - 04:00:00PM	Carson Whiteley
05/01/2024	Top hand ditch hand put in services STevi - LABOR	08:00:00 11:00:00AM - 07:00:00PM	Bob Bilodeau USD0.00
05/01/2024	Compaction test with nick todd and bob STevi - 228 EX	04:00:00 09:00:00AM - 01:00:00PM	Carson Whiteley
05/01/2024	1 service completed Cleaned up roads STevi - LABOR	12:00:00 07:00:11AM - 07:00:11PM	Todd Goss USD0.00
05/01/2024	PC 290 excavator digging in water services/tie in on mission street an Ravilli Street STevi - 290EX	11:00:00 07:00:00AM - 06:00:00PM	Kyle Breithaupt USD0.00
05/01/2024	Back filled meter pit and curbstop and got ready for compaction test STevi - 228 EX	02:00:33 07:00:00AM - 09:00:33AM	Carson Whiteley
05/01/2024	(Without Description) STevi - LABOR	08:00:00 07:00:00AM - 03:00:00PM	Kaden Weis USD0.00
05/01/2024	Cleaned piles in skiddy filled lo spots STevi - SKIDDY	04:00:00 07:00:00AM - 11:00:00AM	Bob Bilodeau USD0.00
05/01/2024	Compaction test, 3 water services STevi - SUP	12:00:00 07:00:00AM - 07:00:00PM	Nick Vose
05/01/2024	Ditch hand hook up services STevi - LABOR	12:15:00 06:45:00AM - 07:00:00PM	Kenneth Foster

Contractor's Application for Payment No. 3

Application Period: 5/1/2024 - 5/31/2024		Application Date: 6/11/2024
To (Owner): TOWN OF STEVENSVILLE	From (Contractor): EMERINE CONTRACTING LLC	Via (Engineer): HDR
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 10235808

Application For Payment

Change Order Summary

Approved Change Orders				
Number	Additions	Deductions		
		-	1. ORIGINAL CONTRACT PRICE.....	\$ 1,373,691.00
			2. Net change by Change Orders.....	\$
			3. Current Contract Price (Line 1 ± 2).....	\$
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates).....	\$ 711,486.72
			5. :	
			a. 5% X \$711,486.72 Work Completed.....	\$ 35,574.34
			b. 5% X [] Stored Material.....	\$
			c. Total Retainage (Line 5.a + Line 5.b).....	\$ 35,574.34
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 675,912.38
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 528,775.23
			8. GROSS AMOUNT DUE THIS APPLICATION.....	\$ 147,137.15
			9. 1% MT GROSS RECEIPTS TAX (1% x line).....	\$ 1,471.37
			10. UNSCHEDULED EMPLOYMENT OF THE ENGINEER/LIQUIDATED DAMAGES.....	\$
			11. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above).....	\$ 697,778.62
NET CHANGE BY CHANGE ORDERS				

Contractor's Certification


The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:  Date: 5/14/2024

Payment of: \$ 145,665.78
(Line 8 - 9 - 10 or other - attach explanation of the other amount)

is recommended by: _____
(Engineer) (Date)

Payment of: \$ _____
(Line 8 - 9 - 10 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Change Proposal Request No. 1

Project Name: Stevensville Water Main Replacement	Owner's Project No. (if applicable):
Project Owner: Town of Stevensville	Regulatory Agency Project No. (if applicable):
HDR Project No. 10235808	Initiated by: <input checked="" type="checkbox"/> Engineer <input type="checkbox"/> Contractor
Contractor: Emerine Contracting	Date: June 20, 2024

Attention: The following change to the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- A breakdown of cost shall be provided upon request by the Owner or Engineer.
- Work shall not commence until authorized by the Owner.

Description of the Proposed Change:

April 1st, 2024 at 10:15 a.m Cody Anderson came to the site and informed us that all of South Ave might be New C-900. 10:30 a.m I called Eli he instructed us to dig down to the existing water main and verify. 11:24 a.m I informed Eli that the existing water main was in fact new C-900. Eli Instructed Emerine to hang tight until he made phone calls. At 3:30 p.m Eli called back and stated it will not be necessary to install the new water main on all of South Ave as we had plan and to tie into the South Ave at Mission St intersection . Emerine is seeking compensation for this lost time. Excavator: 4hrs x \$205/hr = \$820, Skid Steer: 1.5 hrs x \$150 = \$225, Labor: 27 hr x \$95 = \$2565, Administrative: 1 hr x \$95 = \$95. Total downtime cost = \$3705.

Adjustment of quantities for the deduct of watermain on South Ave:

Item 5 Water Main Replacement: -722.72 ft x \$174/ft = -\$125,753.28

Item 4 Meter Replacement and Relocation: - 4 meters x \$4,038 = -\$16,152

Total adjustment: \$3705 - \$125,753.28 - \$16,152 = \$138,200.28

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work described herein is Approved by Change Order, the time of completion will be:

Increased Decreased Unchanged

by 0 calendar days.

This change will: Add Deduct No Change

\$ 138,200.28 to the current contract amount.

Emerine Contracting
 General Contractor
6/20/2024
 Date
 By:

HDR Recommendation:

Recommend Acceptance

Do not Recommend Acceptance

By: HDR Engineering, Inc

Digitally signed by Molloy, Elijah
 DN:
 E=Elijah.Molloy@hdrinc.com,
 CN="Molloy, Elijah",
 OU=Users, OU=Missoula-700
 SW Higgins Ave Ste 200,
 OU=Montana, OU=United
 States, OU=Offices,
 DC=intranet, DC=hdr
 Date: 2024.06.20
 13:50:39-0600

Date

Owner's Action:

Accepted Not Accepted

By: Owner

Date

File Attachments for Item:

b. Discussion/Decision: Approval of Annexation by Petition for Tract of Land Previously Recorded as Document 767047 of Ravalli County Records, Located in the Northeast One-Quarter (NE ¼) of Section 26, Township 9 North, range 20 West, Principal Meridian Montana; Ravalli County, Montana



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Planning & Zoning Board
Second Person Submitting the Agenda Item:	Fred Croci, Landowner Kevin Jones, Attorney
Submitter Title:	Board Member
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	06/27/2024
Agenda Topic:	Discussion/Decision: Approval of Annexation by Petition for Tract of Land Previously Recorded as Document 767047 of Ravalli County Records, Located in the Northeast One-Quarter (NE ¼) of Section 26, Township 9 North, range 20 West, Principal Meridian Montana; Ravalli County, Montana
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	06/27/2024
Notes:	On March 5, 2024, the Stevensville Planning & Zoning Board met to discuss annexation by petition application for Document 767047 of Ravalli County Records, Located in the Northeast One-Quarter (NE ¼) of Section 26, Township 9 North, range 20 West, Principal Meridian Montana; Ravalli County, Montana. They had corrections and suggestions that were made to the party presenting the application. The landowner along with the landowners attorney have made all corrections and have presented their application for approval by the Stevensville Town Council.

May 29, 2024

Sent Via Regular Mail

Kevin S. Jones
Licensed to Practice in
Montana & Texas
kevin@jonesmtlaw.com

Joseph D. Houston
Licensed to Practice in
Montana & Idaho
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Christy Shipp
Legal Assistant
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Devlin Browne
Legal Assistant
devlin@jonesmtlaw.com

Jenelle Berthoud
Town of Stevensville
206 Buck St.
Stevensville, MT 59870
jenelle@townofstevensville.com

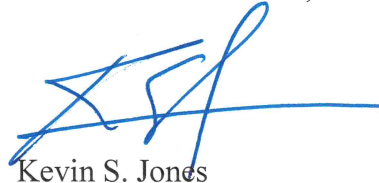
Dear Ms. Berthoud:

Please find attached a new Annexation by Petition for the Croci property. I believe I have addressed all of those issues in the Application previously identified as needing correction. Also attached is an updated title commitment for the property in question, dated May 17, 2024. The proposed annexation site plan is attached. Proof of payment of property taxes also is attached, per the prior request. Attached to the Annexation by Petition document is an e-mail from Stephen Lassiter, Public Works Director for the Town of Stevensville, indicating that the Town will “waive the storm water drainage plan at this time and address any future concerns when the landowner applies for permits.”

It is my understanding the Town of Stevensville already approved the family transfer as an exemption from subdivision review. Please review the Annexation by Petition Application and attached documents, and let me know if there is any additional information or documentation required on this resubmittal.

Sincerely,

JONES & HOUSTON, PLLC



Kevin S. Jones

KSJ/cs
Enclosures
cc: Bob Michalson
Greg Overstreet
shadowdolittle@gmail.com
Fred Croci
Eli & Associates



Town of Stevensville
ANNEXATION BY PETITION

APPLICATION FEE: \$1000.00
(Payable to the Town of Stevensville)
ALL FEES ARE NON-REFUNDABLE

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

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

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

If so, what is the zoning? _____

- 3. IF NOT CURRENTLY PREZONED, WHAT ZONING IS PROPOSED? R-1 _____

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

The parcel is currently vacant and is proposed to provide access to Eastside Highway for four parcels that will be created through a Family Transfer of the property described as Tract 3, CS 495033-TR. Please see the attached approval letter for the Family Transfer and the Site Plan for additional information.

- 5. IF WATER AND SEWER SERVICE DO NOT EXIST, HOW DO YOU PROPOSE TO GET SERVICE TO THE PROPERTY? Water and sewer will serve the proposed Family Transfer parcels via a proposed utility easement across Lot 9 of Creekside Subdivision. No facilities are proposed on the parcel to be annexed.

- 6. IN WHICH FIRE DISTRICT OR FIRE SERVICE AREA IS THE PROPERTY LOCATED? Stevensville Rural Fire District

- 7. IS THE PROPERTY SERVED BY A PRIVATE GARBAGE SERVICE? Yes [] No [X]

Application Instructions

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

GENERAL: Please submit the following:

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

4. A description of the boundaries of the area to be annexed.

5. Storm water drainage plan, unless waived by the Public Works Director.

Please See Attached Email From Stephen Lassiter.

6. Site plan.

REQUIREMENTS FOR SUBMITTING SITE PLAN:

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

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

NEW CONSTRUCTION MUST COMPLY WITH THE FOLLOWING:

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

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

IT IS THE POLICY OF THE TOWN COUNCIL NOT TO ACT ON A PROPOSAL IF THE APPLICANT/APPLICANT'S REPRESENTATIVE IS NOT PRESENT AT THE COUNCIL MEETING. Town Planning Staff represents the Town; staff cannot answer questions for the applicant.

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

PUBLIC SERVICES EXPECTATION

The parcel to be annexed currently has no public services. It is not expected public services will be supplied to this tract of land being annexed unless and until public services are provided to the larger tract of land to which this parcel is being annexed.

Jenelle Berthoud

From: Stephen Lassiter
Sent: Tuesday, March 12, 2024 8:47 AM
To: marias@elisurey.com
Cc: Jenelle Berthoud; Bob Michalson
Subject: Hwy 203 annexation Stevensville

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Marias,

We will waive the storm water drainage plan at this time and address any future concerns when the landowner applies for permits.

Thank you,

Stephen Lassiter
Public Works Director
Town of Stevensville

Ravalli County | Detail

Date: 05/20/24
Time: 09:22:33 am

RAVALLI COUNTY TREASURER
215 S 4TH ST STE H

Tax ID: 304010
Type: Real

Name and Address
CROCI FRED L
1540 MAIN ST UNIT 218 PMB 330
WINDSOR CO 80550

Property Tax Query TW Range SC Description
9 /20 /26 Geo 1764-26-1-03-01-0000 2-1 IN SWNE INDEX 103 CS #495033-TR
TRACT 3 LESS CREEKSIDE MEADOWS PHASE 2 16.56 AC ANNEX #502166 &
#569710

	YR	Int. Date	Tax Date	Tax Amt	Penalty	Interest	Total Amt
Paid	23	11/27/23	11/30/23	9.37	0.00	0.00	19.46
Paid	23	11/27/23	05/31/24	9.35	0.00	0.00	
Paid	23	04/15/24	05/31/24	0.74	0.00	0.00	
Paid	22	11/18/22	11/30/22	11.72	0.00	0.00	23.43
Paid	22	11/18/22	05/31/23	11.71	0.00	0.00	
Paid	21	11/16/21	11/30/21	11.71	0.00	0.00	23.41
Paid	21	11/16/21	05/31/22	11.70	0.00	0.00	
Paid	20	11/16/20	12/04/20	11.78	0.00	0.00	23.56
Paid	20	11/16/20	05/31/21	11.78	0.00	0.00	
Paid	19	11/14/19	12/02/19	11.63	0.00	0.00	23.25
Paid	19	11/14/19	05/31/20	11.62	0.00	0.00	
Paid	18	11/05/18	11/30/18	10.65	0.00	0.00	21.30
Paid	18	11/05/18	05/31/19	10.65	0.00	0.00	
Paid	17	11/01/17	11/30/17	10.57	0.00	0.00	21.14
Paid	17	11/01/17	05/31/18	10.57	0.00	0.00	
Paid	16	11/17/16	12/09/16	9.71	0.00	0.00	19.40
Paid	16	11/17/16	05/31/17	9.69	0.00	0.00	
Paid	15	11/10/15	11/30/15	9.76	0.00	0.00	19.50
Paid	15	11/10/15	05/31/16	9.74	0.00	0.00	
Paid	14	11/18/14	12/01/14	14.34	0.00	0.00	28.67
Paid	14	11/18/14	06/01/15	14.33	0.00	0.00	
Paid	13	11/20/13	12/02/13	14.80	0.00	0.00	29.58
Paid	13	11/20/13	06/02/14	14.78	0.00	0.00	

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Ravalli County | Detail

Date: 05/20/24
Time: 09:22:58 am

RAVALLI COUNTY TREASURER
215 S 4TH ST STE H

Tax ID: 304090
Type: Real

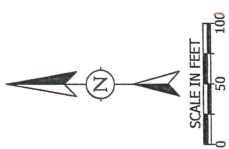
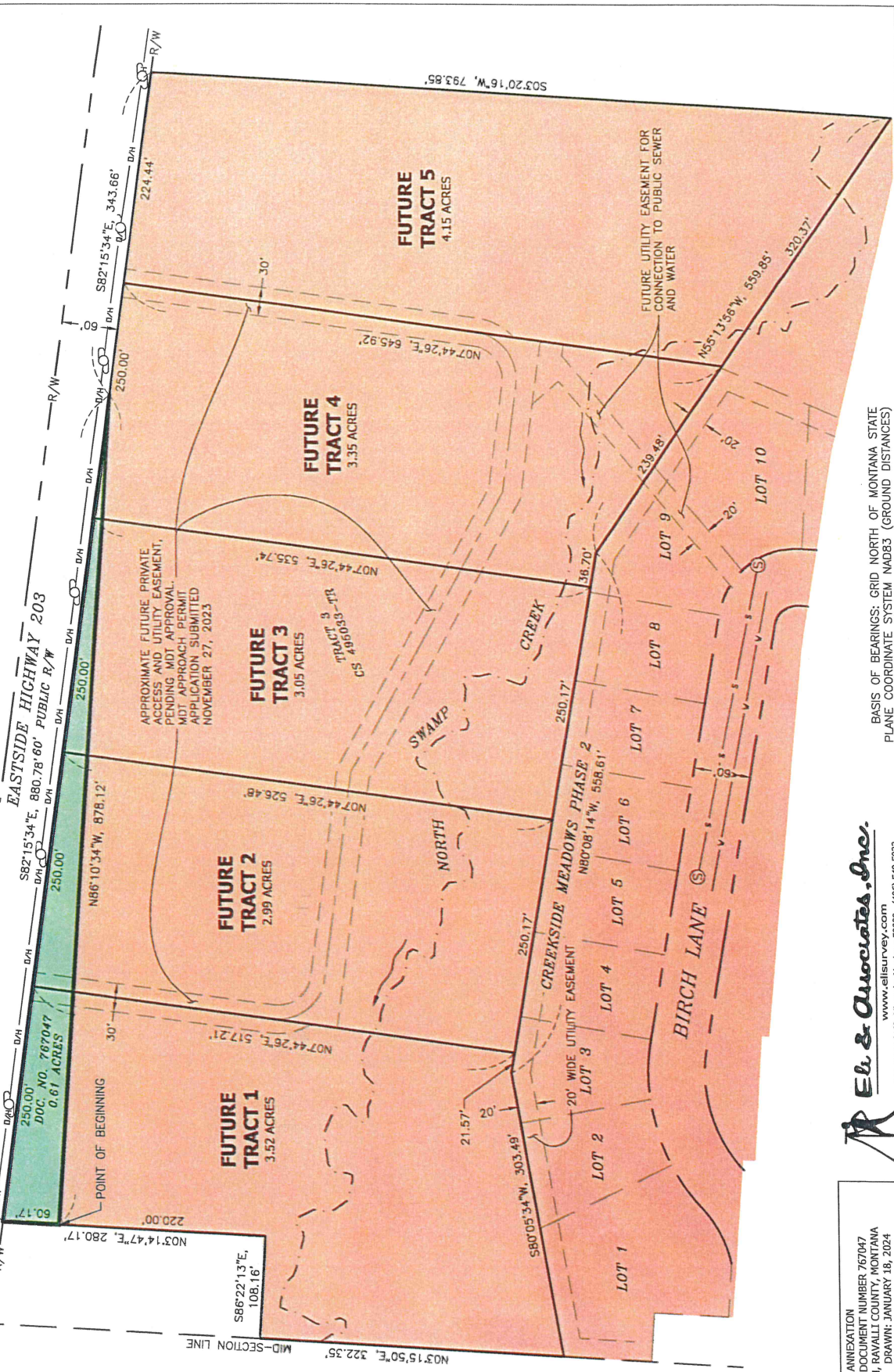
Name and Address
CROCI FRED L
1540 MAIN ST UNIT 218 PMB 330
WINDSOR CO 80550

Property Tax Query TW Range SC Description
9 /20 /26 Geo 1764-26-1-03-38-0000 2-3 IN NWNE S OF HWY INDEX 115
(QUIET TITLE #767047) .61 AC

	YR	Int. Date	Tax Date	Tax Amt	Penalty	Interest	Total Amt
Paid	23	11/27/23	11/30/23	22.48	0.00	0.00	46.77
Paid	23	11/27/23	05/31/24	22.44	0.00	0.00	
Paid	23	04/15/24	05/31/24	1.85	0.00	0.00	
Paid	22	11/18/22	11/30/22	15.91	0.00	0.00	31.79
Paid	22	11/18/22	05/31/23	15.88	0.00	0.00	

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PROPOSED ANNEXATION - SITE PLAN



RELL & Associates, Inc.
 www.rellsurvey.com
 P.O. Box 16462 Missoula, Montana 59808 (406) 549-5022

PROPOSED ANNEXATION
 OF PARCEL DESCRIBED IN DOCUMENT NUMBER 767047
 NE1/4, S26, T9N, R20W, PMM, RAVALLI COUNTY, MONTANA
 ELL PROJECT NO. 22-8484 DRAWING: JANUARY 18, 2024
 PREPARED FOR: FRED L. CROCI

BASIS OF BEARINGS: GRID NORTH OF MONTANA STATE
 PLANE COORDINATE SYSTEM NAD83 (GROUND DISTANCES)

DRAFT: BF

22-8484 ANNEXITEMAP.DWG

PAGE 1 OF 2

PROPOSED ANNEXATION - SITE PLAN

LEGEND

- ☐ UTILITY POLE
- ⊙ EXISTING SANITARY SEWER MANHOLE
- v — EXISTING WATER MAIN
- s — EXISTING SEWER MAIN
- D/H — OVERHEAD ELECTRIC LINE
- ▨ AREA CURRENTLY WITHIN MUNICIPAL LIMITS
- ▩ AREA TO BE ANNEXED (0.61 ACRES)
- - - NORTH SWAMP CREEK
- R/W RIGHT-OF-WAY

LEGAL DESCRIPTION: (ANNEXATION PARCEL)

A TRACT OF LAND PREVIOUSLY RECORDED AS DOCUMENT 767047 OF RAVALLI COUNTY RECORDS, LOCATED IN THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 26, TOWNSHIP 9 NORTH, RANGE 20 WEST, PRINCIPAL MERIDIAN MONTANA; RAVALLI COUNTY, MONTANA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHWESTERLY CORNER OF TRACT 3 OF CERTIFICATE OF SURVEY 495033-TR OF RAVALLI COUNTY RECORDS; THENCE NO3°14'47"E, 60.17 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE EASTSIDE HIGHWAY; THENCE S82°15'34"E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 880.78 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID TRACT 3; THENCE, N66°10'34"W ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 878.12 FEET TO THE POINT OF BEGINNING; CONTAINING 0.61 ACRES, MORE OR LESS.

PROPOSED ANNEXATION
 OF PARCEL DESCRIBED IN DOCUMENT NUMBER 767047
 NE1/4, S26, T9N, R20W, 14M, RAVALLI COUNTY, MONTANA
 EIT PROJECT NO. 22-8484
 PREPARED FOR: FRED L. CROCI

Eli & Associates, Inc.
 www.ellisurvey.com
 P.O. Box 16462 Missoula, Montana 59808 (406) 595-5022

Prepared for: Eli & Associates, Inc – Marias Hale

Inquiries should be directed to: First Montana Title Company of Hamilton

Commitment No. RAV54493

Transaction Identification Data for reference only:

Issuing Agent:
Issuing Office: First Montana Title Company of Hamilton
Issuing Office's ALTA® Registry ID:
Commitment No.: RAV54493
Issuing Office File No.: RAV54493
Property Address: NHN Highway 203 East, Stevensville, MT 59870

SCHEDULE A

1. Commitment Date: **May 17, 2024 at 5:00 P.M.**

2. Policy to be issued:	<u>Amount</u>	<u>Premium</u>
a. TITLE REPORT	\$200.00	\$0.00
Proposed Insured:		<hr/> \$0.00

3. The estate or interest in the Land described or referred to in this Commitment and covered herein is Fee Simple and is at the effective date hereof vested in:

Fred L. Croci

4. The land referred to in this Commitment is situated in the County of Ravalli, State of Montana, and described as follows:

SEE SCHEDULE C ATTACHED HERETO

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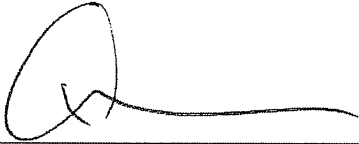
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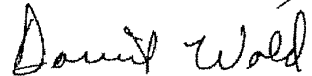
ALTA Commitment for Title Insurance (08-01-16)
Schedule A

RAV54493



Authorized Officer of Agent
First Montana Title Company of Hamilton

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President
Attest  Secretary

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ALTA Commitment for Title Insurance (08-01-16)
Schedule A

RAV54493

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. You must tell us in writing the name of anyone not referred to in the Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

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ALTA Commitment for Title Insurance (08-01-16)
Schedule B

RAV54493

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any fact, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
3. Easements, liens or encumbrances or claims thereof, which are not shown by the public record.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
5. Any lien, or right to a lien, imposed by the law for services, labor or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
7. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
8. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
9. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed

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ALTA Commitment for Title Insurance (08-01-16)
Schedule B

RAV54493

insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

10. Any right, title or interest in any minerals, mineral rights or related matters, including but not limited to oil, gas, coal and other hydrocarbons.

SPECIAL EXCEPTIONS

11. Regular county taxes for the year of 2023 in the amount of \$18.72 are paid in full. (Parcel No. 304010)
12. Regular county taxes for the year of 2023 in the amount of \$44.92 are paid in full. (Parcel No. 304090)
13. Regular county taxes for the year 2024 are now a lien but not yet computed or payable.
14. Subject to right of way easements granted to The Montana Power Company recorded in Book 101 Deeds, page 380, Book 110 Deeds, page 468 and in Book 117 Deeds, page 365.
15. Subject to State of Montana, Department of Environmental Quality, Certificate of Subdivision Plat Approval recorded in Document No. 574707.
16. Subject to Resolutions 183 and 186, recorded in Document Nos. 502166, 569708 and 569710.
17. Subject to Declaration of Restrictions, Covenants and Conditions as recorded in Document No. 519638, and amended in Document Nos. 537736, 567799, 569687, 583091, 612743, 633821, and restated in Document No. 671983.
18. Subject to Eastside Highway.

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ALTA Commitment for Title Insurance (08-01-16)
Schedule B

RAV54493

SCHEDULE C

The Land is described as follows:

A tract of land located in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 26, Township 9 North, Range 20 West, P.M.M., Ravalli County, Montana, and being more particularly described as Tract 3, Certificate of Survey No. 495033-TR.

Excepting and Reserving Therefrom the plat of Creekside Meadows Phase 2, recorded July 24, 2006, as Instrument No. 574706.

TOGETHER WITH that portion of the Northwest one-quarter of the Northeast one-quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 26, Township 9 North, Range 20 West, P.M.M., Ravalli County, Montana, lying south of the Eastside Highway and east of Book 63 Page 23, being more particularly described as follows:

Beginning at the northwest corner of Tract 3 of Certificate of Survey No. 495033-TR, records of Ravalli County, said point being on the east boundary of said Book 63 page 23 and being the point of beginning; thence along said east boundary, N.03°14'47"E., 60.56 feet to a point on the southerly right-of-way of the Eastside Highway; thence along said right-of-way, S.82°14'35"E., 882.87 feet to a point on the south boundary of said Northwest one-quarter of the Northeast one-quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$); thence along said south boundary, N.86°10'34"W., 880.18 feet to the point of beginning, containing 0.61 acres, according to an Order Quieting Title recorded October 6, 2021, as Document No. 767047, records of the Ravalli County Clerk and Recorder.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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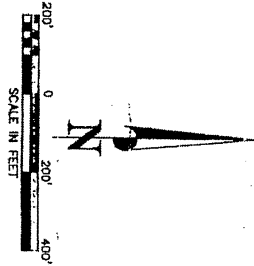
ALTA Commitment for Title Insurance (08-01-16)
Schedule C

RAV54493

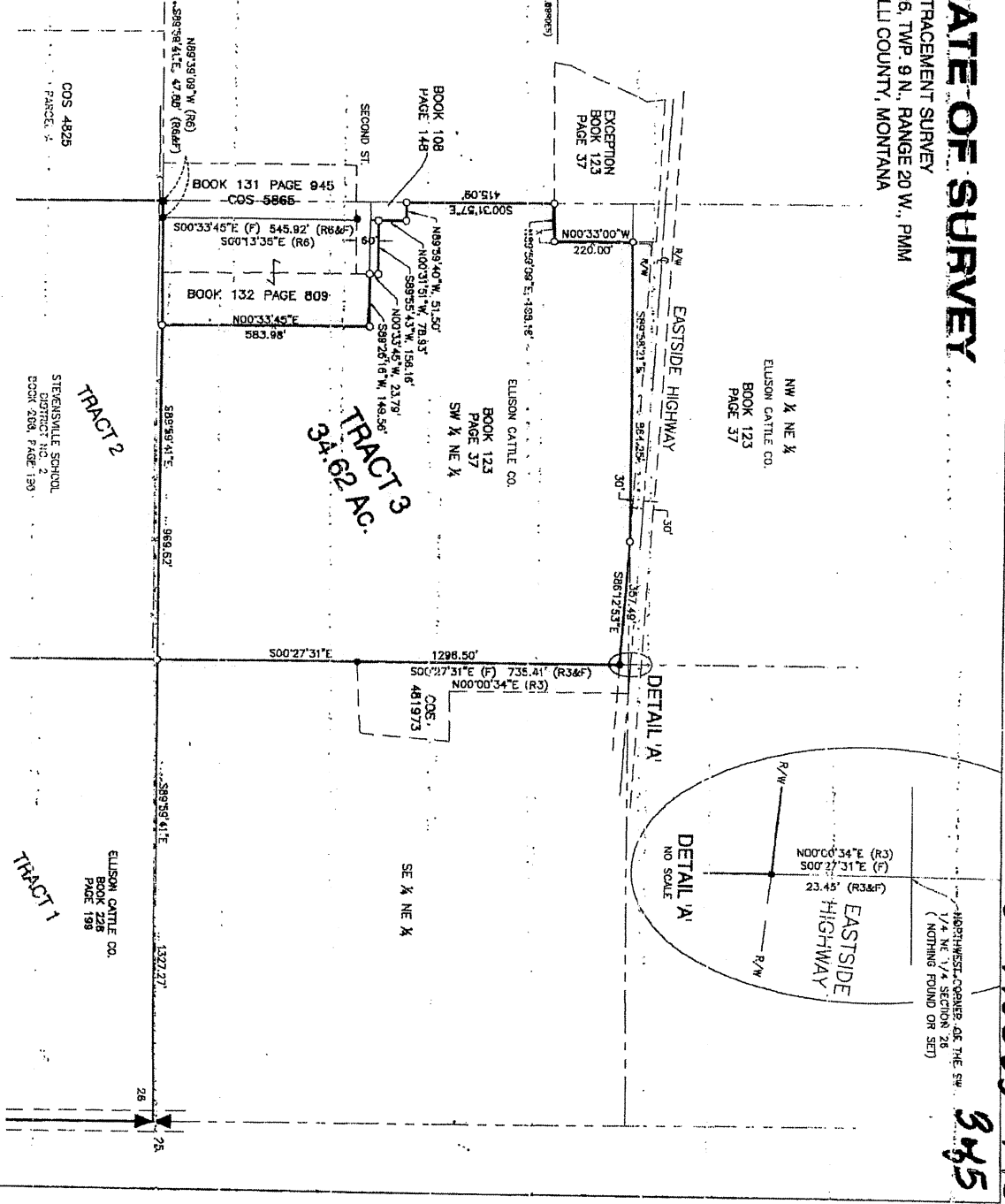
CERTIFICATE OF SURVEY

RETRACEMENT SURVEY
IN SECTION 26, TWP. 9 N., RANGE 20 W., PMM
RAVALLI COUNTY, MONTANA

CS 495033-TR
845



- LEGEND**
- - SET, 1/4" DIA. IRON NAIL WITH 1/2" ALUM. CAP (JOHNSON, 37015)
 - FOUND 1/2" ALUM. CAP STICK (JOHNSON, 37015)
 - FOUND YELLOW PLASTIC CAP (UN-RECORDED)
 - RECORD PER COS 138, PG 807
 - RECORD PER COS 4707
 - RECORD PER COS 48173-TR (UPPERBURY, 37015)
 - (ACCEPTED SUBDIVISION OF SECTION)
 - R4 RECORD PER COS 47740 (JOHNSON, 31585)
 - R5 RECORD PER COS 3960 (WALLACE H. JOHNSON)
 - R6 RECORD PER COS 4828A
 - R7 RECORD PER COS 5688 (UPPERBURY, 37015)
 - R8 RECORD PER COS 4828A (JOHNSON, 31585)
 - EXISTING FENCE



**PROFESSIONAL
CONSULTANTS
INCORPORATED**

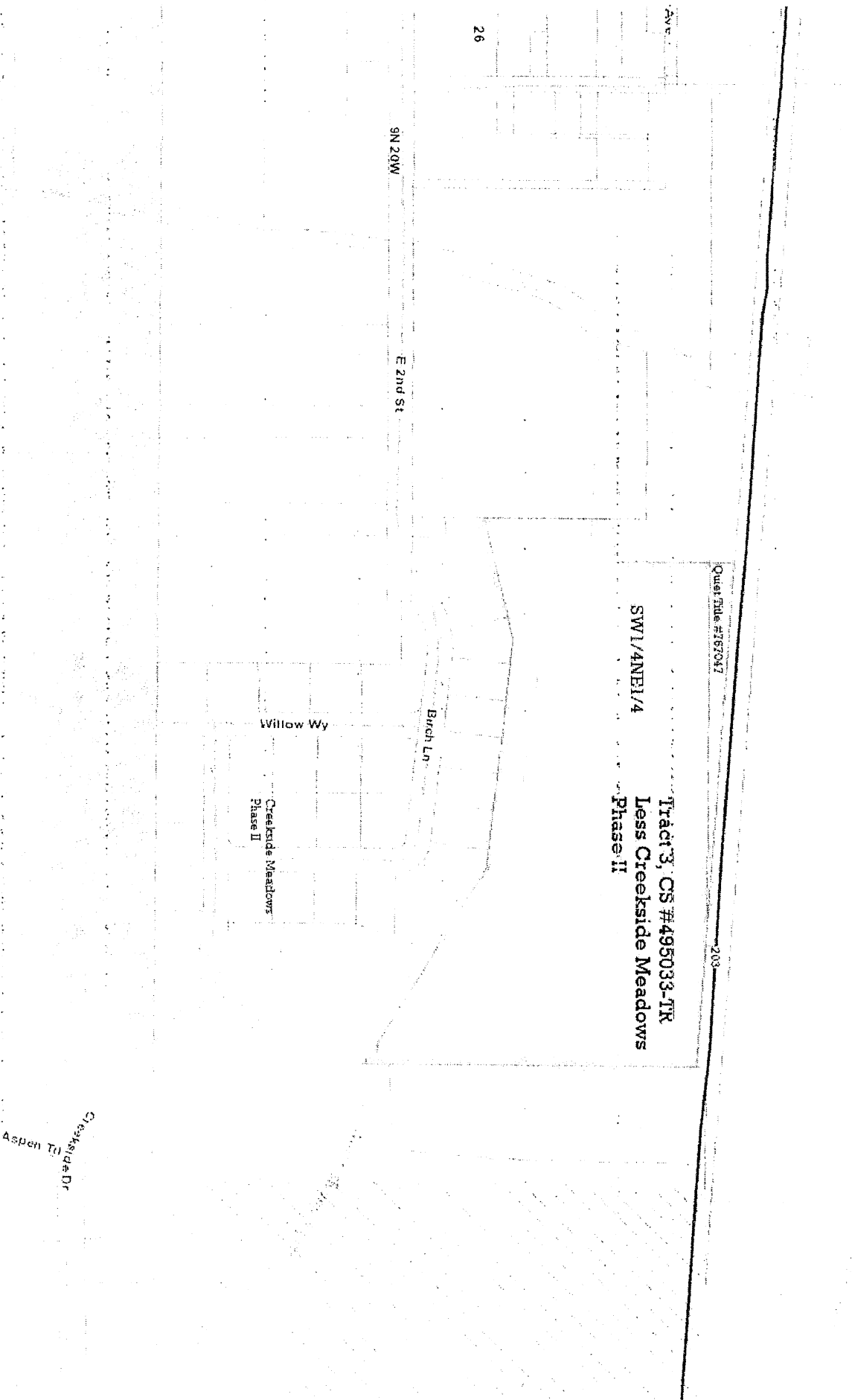
ENGINEERING - PLANNING - SURVEYING
3115 LIBERTY ST., 4th FLOOR
HELENA, MONTANA 59601
(406) 261-1234

PREPARED FOR: ELLISON CATTLE CO & STEVENSVILLE SCHOOL DISTRICT
PCI PROJECT NO. 6897-02 Z 81-24

1/4	SEC	TWP	RGE
28	8	14	20W

SHEET 3 OF 5
RAVALLI COUNTY, MONTANA
CERTIFICATE OF SURVEY NO.

STATE OF MONTANA, RAVALLI COUNTY
REGISTERED: 04/30/2007 3:35 CERT. SERV.
CLERK AND RECORDER BY: *Alanna C. Gault*
493033-TR
FEE: \$11.50



GENERAL CONTRACTOR
 1. 3/11/11
 1. 10/11/11

This sketch is provided without charge for your information. It is not intended to show all matter related to the property, including but not limited to, area, dimensions, easements, encroachments, or location of adjacent areas. It is not a part of, nor does it modify, the commitment or policy to which it is attached. The contractor assumes NO LIABILITY for any matter related to this sketch. Reference should be made to an accurate survey for further information.

File Attachments for Item:

c. Discussion/Decision: Close Town Hall on July 5th, 2024, in Observance of the 4th of July Weekend



Stevensville Town Council Meeting

Agenda Item Request

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

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Bob Michalson
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	06/27/2024
Agenda Topic:	Discussion/Decision: Close Town Hall on July 5 th , 2024, in Observance of the 4 th of July Weekend
Backup Documents Attached?	No
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	06/27/2024
Notes:	Town Employees that would like to use this day off as a paid day off they will need to utilize comp or vacation time.

File Attachments for Item:

d. Discussion/Decision: Resolution No. 535, a Resolution Adopting a Drug & Alcohol Policy 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).

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Bob Michalson
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	06/27/2024
Agenda Topic:	Discussion/Decision: Resolution No. 535, a Resolution Adopting a Drug & Alcohol Policy for the Town of Stevensville
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	06/27/2024
Notes:	The town administration consulted with our insurance company MMIA and also met with the town council during a C.O.W. Meeting held on June 20, 2024 to discuss changes and proposals to the newly formed Town of Stevensville Drug & Alcohol Policy.

RESOLUTION NO. 535

**A RESOLUTION ADOPTING A DRUG &
ALCOHOL POLICY FOR THE TOWN OF
STEVENSVILLE**

WHEREAS, the Town of Stevensville is requiring Drug and Alcohol testing for all Safety-Sensitive Positions, and;

WHEREAS, Covered employees and applicants for safety-sensitive positions covered by this policy include:

1. Public Works Employees
2. Police Department Employees
3. Fire Department Employees
4. All other Case Sensitive Employees

WHEREAS, on January 9, 2006, and on April 27, 2017, the Town Council of the Town of Stevensville approved a Drug and Alcohol Policy, and;

WHEREAS, Drug and Alcohol testing will be performed in accordance with the Montana Workforce Drug and Alcohol Testing Act, and;

NOW THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Stevensville, herby adopts the Town of Stevensville Drug & Alcohol Policy.

BE IT FURTHER RESOLVED THAT, the adoption of this resolution voids previous resolutions pertaining to Drug and Alcohol Policies.

PASSED AND ADOPTED, dated this 27th day of June 2024, after motion and second at a regular meeting of the Stevensville Town Council.

Approved:

Attest:

Bob Michalson, Mayor

Jenelle S. Berthoud, Town Clerk

TOWN OF STEVENSVILLE DRUG & ALCOHOL POLICY

Town of **Stevensville** employees are our community's most valuable resource. Many of Town of **Stevensville** employees work in environments that can be hazardous to other employees, citizens, and property especially if an employee is impaired. Our goals are to prevent accidents and injuries resulting from the misuse of alcohol and prohibited substances, as well as to provide a healthy and safe working environment.

In meeting these goals, it is our policy to:

- (1) Comply with Montana's "Workforce Drug and Alcohol Testing Act."
- (2) Assure Covered Employees are not impaired in their ability to perform assigned duties in a safe and productive and healthy manner;
- (3) Prohibit the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances;
- (4) Create a workplace environment free from the adverse effects of drug and alcohol abuse or misuse;
- (5) Recognize drug and alcohol abuse as a treatable illness and encourage Covered Employees to seek professional assistance because alcohol or drug dependency adversely affects their ability to perform their duties;
- (6) Maintain a work environment and promote work habits that foster public confidence; and
- (7) Strive to continually improve the service we provide the public and recognize the key role our agency plays in public safety;
- (8) Comply with Montana's "Workforce Drug and Alcohol Testing Act" as well as applicable federal regulation.

PURPOSE

The purposes of this policy is:

1. To assure worker fitness for duty and to protect our Covered Employees and the public from the risks posed by the use of alcohol and prohibited substances;
2. To inform all Covered Employees of their rights and obligations concerning alcohol and controlled substance testing program as well as to alert Covered Employees to the consequences of violating these policies;

3. To comply with all applicable State and Federal regulations governing workplace anti-drug programs;
 - a. The Federal Highway Administration (FHWA) of the U.S. Department of Transportation has enacted 49 CFR Part 382, 391, 392, and 395, as amended, that the mandate urine drug testing and breath alcohol testing for persons who are subject to Commercial Driver's License (CDL) requirements and perform Safety-Sensitive Functions;
 - b. The U.S. Department of Transportation (DOT) has also enacted 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens;
 - c. In addition, the DOT has enacted 49 CFR Part 29, "The Drug-Free Workplace Act of 1988," which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FHWA.
 - d. To comply with the "Workforce Drug and Alcohol Testing Act" 39-2-205 through 39-2-211, MCA;
 - e. To comply with 41 USC Sec. 701, et seq.
 - f. This policy incorporates the requirements under the above regulations.
4. Nothing in this policy is intended to preclude disciplinary action being taken under existing policy;
5. Neither this policy nor any of its terms are intended to create a contract of employment, or to contain the terms of any contract of employment.

EFFECTIVE DATE OF POLICY and LIMITATION

The Workplace Drug and Alcohol Testing Act mandates that before an employer may test Covered Employees for the presence of alcohol or controlled substances, the employer must first adopt a written policy, and have the policy available for review by all Covered Employees for sixty (60) days prior to the implementation of the policy. Therefore, this Policy will be available for review by all Covered Employees no later than **06/28/2024** and will be implemented on **08/27/2024**.

Neither this policy nor any of its terms are intended to create a contract of employment, or to contain the terms of any contract of employment.

AMENDMENTS TO THIS POLICY

Town of **Stevensville** retains the sole right to change, amend, or modify the terms of this Policy in accordance with the provisions of the Workforce Drug and Alcohol Testing Act as well as applicable federal regulations.

COVERED EMPLOYEES

This policy applies to all Town of **Stevensville** employees who are subject to CDL requirements and perform Safety Sensitive Functions (hereafter referred to as Covered Employees). It applies to on-duty time as well as off-site breaks and lunch periods when a Covered Employee is scheduled to return to work as directed by Town of **Stevensville**.

Covered Employees and Applicants for Safety-Sensitive Positions covered by this Policy include:

1. Public Works Employees
2. Police Department Employees
3. Fire Department Employees
4. All other case sensitive Employees

PROHIBITED CONDUCT

Controlled substances

Any Covered Employee engaging in the manufacture, distribution, dispensing, possession, or in the use of a controlled substance or alcohol at any work site, with the exception of a substance administered by or under the direction of a physician, will be subject to disciplinary action up to and including immediate termination. Where criminal activity is suspected, law enforcement authorities will be notified. A person who knowingly manufactures, distributes, dispenses, possesses, uses controlled substances or who possesses controlled substances with an intent to manufacture, distribute, dispense, or use the same may face both state and federal criminal sanctions. Under state law, criminal actions of this nature may result in both misdemeanor and felony convictions with criminal sanctions ranging from imprisonment up to 20 years and fines up to \$50,000. Under federal law, criminal actions of this nature may result in both misdemeanor and felony convictions with criminal sanctions ranging from imprisonment up to 15 years (or longer if this is not your first conviction) and fines up to \$125,000 (or greater if this is not your first conviction). Detection levels requiring a determination of a positive result shall be conducted in accordance with the regulations found in 49 C.F.R., Part 40.29 (**Code of Federal Regulations**).

Town of **Stevensville** shall test for the prohibited substances including those identified in Schedules I through V of Section 202 of the Controlled Substance Act (21 USC 812), and as further defined by 21 CFR Parts 1300.11 through 1300.15. This includes: marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine. The misuse of legally prescribed drugs or the use of illegally obtained prescription drugs is also prohibited and shall be considered prohibited conduct. Use or ingestion of prohibited drugs is prohibited at all times.

Alcohol

No Covered Employee shall report for duty or remain on duty requiring the performance of Safety-Sensitive Functions while having an alcohol concentration of 0.02 or greater. If there is actual knowledge that a Covered Employee may be under the influence of alcohol while performing safety sensitive functions, the Covered Employee shall not be permitted to perform or continue to perform Safety-Sensitive Functions, pending a reasonable suspicion interview. No Covered Employee shall use alcohol while performing Safety-Sensitive Functions, within (4) four hours prior to performing a safety sensitive function, or during the hours that they are on call or standby for duty. No Covered Employee shall use alcohol within eight (8) hours following an accident or until the Covered Employee undergoes a post-accident test, whichever occurs first.

If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. A Covered Employee who has a confirmed alcohol concentration of greater than 0.02 but less than 0.04 will result in removal from his/her position for (8) eight hours unless a retest results in a concentration measure of less an 0.02. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. Employment will be terminated, and the violating Covered Employee will be referred to a Substance Abuse Professional as outlined in **Section 7, actions for positive test results.**

Prescription drugs

The appropriate use of medically prescribed drugs and/or non-prescription drugs can impair a Covered Employee's job performance and create unsafe conditions.

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates mental functioning, motor skills, or judgment may be adversely affected must be reported to supervisory personnel before reporting to work.

The misuse or abuse of legal drugs while performing Safety-Sensitive Functions is prohibited.

Refusal to test

All Covered Employees will be subject to urine drug testing and breath alcohol testing. Any Covered Employee who refuses to comply with a request for testing, who provides false information in connection with a test, who does not report to the collection site in the time allotted, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution, shall be removed from duty immediately, their test result categorized as positive, and receive disciplinary action equal to that given for a positive test result. Refusal can include an inability to provide a specimen or breath sample without a valid medical explanation, as well as failure to remain readily available for post-accident testing, a verbal declaration, obstructive behavior; failure to report to a collection site in a timely fashion without a valid reason, or physical absence resulting in the inability to conduct the test, or failure to cooperate with any part of an observed or monitored collection. Any Covered Employee who fails to sign the certification at Step 2 of the Alcohol Testing Form will constitute a refusal of alcohol testing.

It is the policy of Town of **Stevensville that refusals to test as outlined above will result in termination of employment.** A referral to a Substance Abuse Professional that has knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders, and who meets the qualifications outlined in 49 CFR Part 40.281 Subpart O will be provided upon termination.

Failure to notify Town of **Stevensville** of a criminal drug conviction or diversionary prosecution agreement

Any Covered Employee who fails to notify Town of within 5 days of any criminal drug statute conviction, or a finding of guilt whether or not adjudication is withheld, or the entry into a diversionary program in lieu of prosecution, shall be subject to immediate removal from safety sensitive duties and disciplinary action up to and including possible termination of employment.

It is the responsibility of all Covered Employees to report to their employer any impairment as a result of substance abuse.

FAIR APPLICATION OF THIS POLICY

Town of **Stevensville** is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner.

Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy regarding subordinates, shall be subject to disciplinary action up to and including termination.

TRAINING

Covered Employees will receive at least 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms that may indicate prohibited drug use.

Supervisors who make reasonable suspicion determinations shall receive at least 60 minutes of training on the physical, behavioral and performance indicators of probable alcohol and drug use.

APPLICANTS FOR EMPLOYMENT

DOT REQUIRED BACKGROUND CHECKS

In compliance with 49 CFR Part 40.25, Town of **Stevensville** must make a good faith effort to obtain drug and alcohol testing records from prior DOT covered employer(s) for the previous two years for all applicants seeking safety-sensitive positions and all current Covered Employees transferring into a safety-sensitive position. Town of **Stevensville** will require each applicant/transferee for a safety-sensitive position to complete a written consent that allows the release of drug and alcohol testing information from previous DOT covered employers to Town

of **Stevensville** An applicant/transferee who refuses to provide written consent will not be permitted to perform Safety-Sensitive Functions for Town of **Stevensville**.

All safety-sensitive applicants who have previously failed a DOT pre-employment test must provide proof that they have completed a Substance Abuse Professional's evaluation and treatment program in addition to their submission to a pre-employment drug test with negative results prior to their employment into a safety-sensitive job function. The credentials, training and education of the Substance Abuse Professional must meet or exceed the regulation 49 CFR Part 40 Subpart O.

PRE-EMPLOYMENT TESTING

All safety-sensitive position applicants shall undergo urine drug testing prior to employment. Receipt by Town of **Stevensville** of a negative test result is required prior to the first performance assignment of safety sensitive functions. A positive test result will disqualify an applicant from employment within Town of XXXX. Town of **Stevensville** shall notify a Covered Employee/applicant of the results of a pre-employment-controlled substance test conducted under this part, if the Covered Employee/applicant requests such results within 60 calendar days of being notified of the disposition of the employment application.

REASONS FOR TESTING CURRENT COVERED EMPLOYEES

COVERED EMPLOYEES RETURNING FROM EXTENDED LEAVE

In addition, a Covered Employee who returns from an extended leave period of 90 consecutive days or more, and was removed from the random testing pool, must take and pass a pre-employment drug test prior to resuming or returning to a safety sensitive function. Under this agency's policy, failure to pass the drug test shall result in termination of employment; the violating Covered Employee will be referred to a Substance Abuse Professional.

REASONABLE SUSPICION TESTING

Covered Employees in covered positions may be subject to a fitness-for-duty evaluation which includes urine and/or breath testing when there is reason to believe that drug or alcohol use is a potential factor in affecting job performance.

A reasonable suspicion determination will be made by a supervisor who has been trained in reasonable suspicion and who believes that the Covered Employee has violated the prohibitions of these regulations based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the Covered Employee.

Reasonable suspicion determinations must be documented within twenty-four (24) hours of observation and by test results received. A description of the behaviors that led to the determination must be signed by the person who made the determination. A Reasonable Suspicion Determination form will be used to document and record the Covered Employees behavior, as witnessed by the supervisor. Examples of reasonable suspicion include, but are not limited to the following:

1. Overt signs and symptoms of impairment
2. The detectable odor of alcohol
3. Physical evidence of drug use, such as possession of drug paraphernalia.

POST-ACCIDENT TESTING

Fatal Accident: A Covered Employee shall be required to undergo urine drug and breath alcohol testing if involved in an accident that results in a fatality (regardless of whether the vehicle is in revenue service). Any other Covered Employee(s), i.e.: maintenance personnel, dispatchers, controllers, whose performance could have contributed to the accident, shall also be tested. As soon as practical following an accident involving the loss of human life, surviving Covered Employees shall undergo drug and breath alcohol testing.

Non-Fatal Accident: A post-accident test shall be conducted if an accident results in injuries requiring immediate medical treatment away from the scene, *OR* if one or more vehicles incurs disabling damage that requires towing from a site; unless Town of **Stevensville** determines, using the best information available at the time of the decision, that the Covered Employee's performance can be completely discounted as a contributing factor to the accident. Any other Covered Employee whose performance could have contributed to the accident shall be tested. The decision regarding whether the Covered Employee's performance could have contributed to the accident will be made in the sole discretion of Town of **Stevensville** using the best information available at the time of the decision.

Following an accident, the Covered Employee must be "readily available" for testing. Post accident tests will be done as soon as possible, however in any case, all reasonable efforts shall be made to test the Covered Employee(s) within (2) two hours of the accident, but not after eight (8) hours for alcohol testing and thirty two (32) hours for drug testing. If a drug or alcohol test required by this section is not administered within the required time period following the accident, Town of **Stevensville** shall prepare and maintain on file a record stating the reasons the testing was not promptly administered.

Any Covered Employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident or until the Covered Employee undergoes a post-accident alcohol test. Any Covered Employee, who leaves the scene of the accident without a justifiable reason or explanation prior to the requirement for drug and alcohol testing, shall be considered to have refused the test; this action will result in immediate removal from safety sensitive duties and termination of employment. A referral to a Substance Abuse Professional will be provided as outlined in Section **7 (2)**.

The post-accident testing requirements shall not delay necessary medical attention for injured persons, nor will they prohibit a Covered Employee who was performing a Safety-Sensitive

Function from leaving the scene of an accident to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

In the rare event that a Covered Employee is unable to submit to a post-accident test within the required time period (i.e., 8 hours for alcohol and 32 hours for drugs) due to circumstances beyond Town of **Stevensville** control, the results of a blood, urine or breath alcohol test conducted by a federal, state or local official having independent authority for the test, will be considered to meet the requirements for a post-accident test. The test must conform to the applicable federal, state, or local testing requirements and the results must be obtained by Town of **Stevensville**. As per 49 CFR Part 655.44

PERIODIC RANDOM TESTING

Covered Employees shall be subject to random, unannounced testing during the calendar year. The minimum annual percentage rate for random alcohol testing shall be 10% of the average number of Covered Employees. The minimum annual percentage rate for random controlled substances testing shall be 25% of the average number of Covered Employees.

The dates for administering unannounced testing of randomly-selected Covered Employees shall be spread reasonably throughout the calendar year and throughout all times of day when Safety-Sensitive Functions are performed. Each Covered Employee who is notified of selection for random alcohol or drug testing shall immediately proceed to the test site. Alcohol testing shall be conducted only while a Covered Employee is performing a Safety-Sensitive Function, just before the Covered Employee is to perform a Safety-Sensitive Function or just after the Covered Employee has performed a Safety-Sensitive Function. A Covered Employee may be randomly tested for prohibited drug use anytime while on duty. The selection of Covered Employees for random alcohol and drug testing shall be made by a scientifically valid method.

The selection process shall provide each Covered Employee an equal chance of being tested each time selections are made. A computer based random number generator that is fair and equitable for the Covered Employees shall derive the list. If a supervisor is in the random selection pool and is responsible for generating or receiving the random list, or responsible for notifying Covered Employees selected by the random list, and the supervisor's name appears on the list, then the generated or received random list shall constitute as notification to the supervisor of random selection and that supervisor shall be readily available for testing and immediately proceed to the collection site for random testing.

Covered Employees in covered positions will be subject to random, unannounced testing.

Drug testing may occur at any time during on-duty time. Alcohol testing will be performed before, during or after the Covered Employee is performing Safety-Sensitive Functions (any period in which the driver is actually performing, ready to perform or immediately able to perform any Safety-Sensitive Functions).

Testing of All Covered Employees on a Date Certain. Town of **Stevensville** may, at its discretion, establish a date when all Covered Employees will be required to undergo controlled substance

and/or alcohol tests. That date will be announced at least twelve (12) hours in advance of the testing date. Failure to report for work on the date of the test will be considered a refusal to submit to a test, unless the Covered Employee's absence had been pre-arranged with his/her supervisor prior to being notified of the scheduled tests. Those Covered Employees absent on the day of the scheduled test will be rescheduled for testing at a later date.

TESTING PROCEDURES

The procedures that will be used to test for the presence of alcohol or a controlled substance shall be such that they protect the Covered Employee, the validity of the testing process, the validity of the test results, and ensure that those results are attributed to the correct Covered Employee.

Town of **Stevensville** will pay all costs associated with the testing procedures, except as provided in the "Notification of Results and Requests for Additional Tests," section of this Policy. All Covered Employees will be compensated at the Covered Employee's regular rate, including benefits, for the time attributable to the testing program

Testing shall be conducted in a manner that will ensure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities, which have been approved by the U.S. Department of Health and Human Services (DHHS).

Alcohol initial screening tests will be conducted by a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing Device (EBT) or non-evidential alcohol screening device that has been approved by NHTSA. Confirmatory tests for alcohol concentration will be conducted utilizing a NHTSA approved EBT. A trained Breath Alcohol Technician (BAT) shall conduct alcohol screening tests. In accordance with the provisions of 49 CFR Part 40, as amended, the results of both the screening and confirmation of breath alcohol tests, as applicable, shall be displayed to the individual being tested immediately following the test(s). The results will be transmitted by the breath alcohol technician to Town of **Stevensville** in a confidential manner, in writing, in person, by telephone or electronic means in accordance with 49 CFR Part 40, as amended. All testing will be conducted consistent with the procedures put forth in 49 CFR Part 40, as amended.

Town of **Stevensville** affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. Handling of tests and confidentially shall be in conformance with 49 CFR Part 40, and as described below:

1. **Stevensville** shall not release Covered Employee information that is contained in records maintained per 49 CFR Section 655.73.
2. A Covered Employee is entitled, upon written request, to obtain copies of any records pertaining to the Covered Employee's use of alcohol or controlled

substances, including any records pertaining to his or her alcohol or controlled substances tests.

3. Town of **Stevensville** shall release information regarding a Covered Employee's records as directed by the specific, written consent of the Covered Employee authorizing release of the information to an identified person. Release of such information is permitted only in accordance with the terms of the Covered Employee's consent.
4. Records shall be made available to a subsequent employer upon receipt of a written request from a Covered Employee.
5. Town of **Stevensville** may disclose information required to be maintained under 49 CFR Part 655.73 pertaining to a Covered Employee/applicant, or the decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of such individuals, and arising from the results of an alcohol and/or controlled substance test administered under this part, or from the employer's determination that the Covered Employee engaged in conduct prohibited by this policy (including, but not limited to, a worker's compensation or other proceeding relating to a benefit sought by the Covered Employee).
6. Town of **Stevensville** shall make available, copies of all results of a requested alcohol and/or controlled substances testing conducted under this policy and any other information pertaining to this alcohol misuse and/or controlled substance use prevention program, when requested by the U.S. Secretary of Transportation and any DOT agency.
7. When requested by the National Transportation Safety Board as part of an accident investigation, Town of Stevensville shall disclose information related to its administration of a post-accident alcohol and/or controlled substance test administered following the accident under investigation.

Urine Testing for Controlled Substances

Urine Testing will be the method used to detect the presence of marijuana, cocaine, opiates, amphetamines, and phencyclidine. An initial drug screen will be conducted on each urine specimen. Collection of urine shall be conducted pursuant to the procedures set forth in 49 C.F.R., Part 40.25, as highlighted on Forms E and G, attached to this Policy.

The Covered Employee or applicant shall provide at least forty-five (45) ml of urine. Thirty (30) ml of urine shall then be poured into one specimen bottle, to be used as the primary specimen. The remaining fifteen (15) ml of urine shall be poured into a second specimen bottle to be used as the split specimen. Both bottles shall be shipped in a single container, together with a chain of custody form, to the laboratory. A confirmatory gas Chromatography/Mass Spectrometry (GC/MS) test will be performed on all specimens testing positive for the presence of any

controlled substance. The test will be considered positive if the amounts present are above the minimum thresholds established in 49 C.F.R. Part 40. Urine collection and transportation shall be conducted pursuant to those procedures set forth in 49 C.F.R., Part 40, attached to this Policy and incorporated herein by reference.

Breath Testing for Alcohol Concentration

The presence of alcohol in the body will be conducted utilizing a National Highway Traffic Safety Administration ("NHTSA") approved evidential breath testing device ("EBT Device") administered by a certified breath alcohol technician ("BAT"). The BAT shall follow the procedures set forth in 49 C.F.R., Part 40, as highlighted on Forms F and G, attached to this Policy. The Covered Employee or applicant shall follow the instructions given by the BAT. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. All alcohol concentration tests shall be conducted pursuant to those procedures set forth in 49 C.F.R., Part 40, attached to this Policy and incorporated herein by reference.

POSITIVE TEST RESULTS

Covered Employee's right to contest positive results

All Covered Employees tested under this Policy will be provided with a copy of the test report. Before Town of XXXX will take any action based on a positive test result, the results will be reviewed and certified by a medical review officer trained in the field of substance abuse. All Covered Employees will be given the opportunity to provide notification to the medical review officer of any medical information that is relevant to interpreting test results, including information concerning currently or recently used prescription or non-prescription drugs.

Any Covered Employee who questions the confirmed positive results of a required drug test may request that an additional test of the urine split sample be conducted by an independent, DHHS-certified laboratory selected by the tested Covered Employee. If the additional test results are negative, the costs of such additional tests shall be paid by Town of **Stevensville**. If the additional test results are positive, the costs of such additional tests shall be paid by the tested Covered Employee.

The method of collection, storing, and testing the split sample will be consistent with the procedures set forth in 49 C.F.R., Part 40. The Covered Employee's request for a re-test must be made to the medical review officer within seventy-two (72) hours of notice of the initial test result. Requests after seventy-two (72) hours will only be accepted if the delay was due to documentable facts that were beyond the control of the Covered Employee.

Covered Employees testing positive for controlled substances or alcohol shall be provided the opportunity to rebut or explain the results of any test by submitting a written statement of explanation to the certified medical review officer. No adverse action will be taken by Town of **Stevensville** if, in the opinion of the certified medical review officer, the Covered Employee presents a reasonable explanation or medical opinion indicating that the original test results were

not caused by illegal use of controlled substances or by alcohol consumption. Should the Covered Employee present such a reasonable explanation or medical opinion, the test results will be removed from the Covered Employee's record and destroyed.

Upon receiving a positive test result, Town of **Stevensville** will take the following steps:

1. Split specimen testing

Split specimen collection procedures will be followed in obtaining specimens. A Covered Employee is entitled to request, within 72 hours of learning of a verified positive test result, that the split specimen be tested at a different DHHS certified laboratory than that which conducted the test of the primary specimen. If the test result of the split specimen fails to reconfirm the presence of the drug or drug metabolite, the test result shall be ruled "Canceled". The procedures for canceled tests, as outlined in 49 CFR Part 40.187, will be followed. If the test result of the split specimen is positive, the test results shall be deemed positive.

If the laboratory's test of the primary specimen is positive, adulterated or substituted and the split specimen is unavailable for testing, a recollection under direct observation is required.

If a Covered Employee has tested positive in a controlled substance test and has made a request to the MRO for a test of the split specimen, within 72 hours of being notified of the positive test, Town of **Stevensville** is required to ensure that the **cost for the split** specimen testing is covered, in order for a timely analysis of the sample. Town of **Stevensville** will seek reimbursement for the cost of the completed test, from the Covered Employee, should the results reconfirm the original positive finding.

2. Submit positive results to the Medical Review Officer.

The designated Medical Review Officer (MRO) shall be a licensed physician (doctor of medicine or osteopathy) with knowledge of drug disorders.

The role of the MRO is to review and interpret confirmed positive test results obtained through the employer's testing program. In carrying out this responsibility, the MRO shall examine alternate medical explanations for any positive test result. This action may include conducting a medical interview and review of the individual's medical history, or review of any other relevant biomedical factors. The MRO shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication. The MRO shall not, however, consider the results of urine samples that are not obtained or processed in accordance with DOT regulations. Additionally, the MRO cannot accept an assertion of consumption of a hemp food product as a basis for verifying a confirmed marijuana (THC) test result as a negative. Consumption of a hemp food product is not to be considered a legitimate medical explanation for a prohibited substance or metabolite in an individual's specimen.

The MRO may report to Town of **Stevensville's Transportation Department Head Human Resource Officer** using any communications device, but in all instances, a signed, written report

must be forwarded to Town of **Stevensville** within two (2) business days of completion of the MRO's review of the test.

The MRO's report shall clearly state the following:

- (1) Full name of the Covered Employee tested, as indicated on the Custody and Control Form (CCF)
- (2) Specimen ID number from the CCF and the donor SSN or Covered Employee ID number
- (3) Reason for the test, if indicated on the CCF (e.g., random, post-accident)
- (4) Date of the collection
- (5) Date MRO received Copy 2 of the CCF
- (6) Result of the test (i.e., positive, negative, dilute, refusal to test, test cancelled) and the date the result was verified by the MRO
- (7) For verified positive tests, the drug(s)/metabolites(s) for which the test was positive
- (8) For cancelled tests, the reason for cancellation
- (9) For refusals to test, the reason for the refusal determination (e.g.) in the case of an adulterated test result, the name of the adulterant.

A Covered Employee shall be notified by the MRO of a laboratory confirmed positive test and a verification interview will be conducted with the Covered Employee, by the MRO in accordance with 49 CFR Parts 40.131, through 40.141

3. Verified positive test results.

Town of **Stevensville** shall notify a Covered Employee of the results of random, reasonable suspicion and post-accident tests for controlled substances or alcohol conducted under this part if the test results are verified positive. Town of shall inform the individual which controlled substance or substances were verified as positive.

4. Dilute test result

Town of **Stevensville** shall, upon receipt of a negative-dilute result from the MRO, exercise the right to require that the Covered Employee/applicant submit to a secondary urine collection as

outlined in 49 CFR Part 40.197. A verified positive-dilute specimen constitutes the same action as a verified positive non-dilute result, (See systems contacts) as described in Section 18.1.

5. Canceled or invalid test result

A drug test that has been declared invalid by the Medical Review officer, or canceled for other reasons shall be considered neither positive nor negative. A sample that has been rejected for testing by a laboratory is treated the same as a canceled test. For alcohol testing, a test that is deemed to be invalid per 49 CFR Part 40.267, shall be considered neither positive nor negative.

If a pre-employment drug test is canceled, the Designated Covered Employee Representative (DER) shall require the applicant to take another pre-employment drug test with a verified negative result.

6. Specimen temperature out of range.

During the urine collection process, the urine specimen shall be examined to determine if the specimen may have been altered or substituted. Any urine specimen with a temperature outside of the range specified in 49 CFR Part 40 will result in a second collection, under direct observation.

7. Actions for Positive Test Results.

All Covered Employees are encouraged to make use of the available resources for treatment for alcohol and substance abuse problems. (See system contacts)

(1) TERMINATION. A first or subsequent positive test is sufficient reason for the Town of **Stevensville** to terminate a Covered Employee. The Town of **Stevensville** will refer the Covered Employee to a Substance Abuse Professional that has knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders, and who meets the qualifications outlined in 49 CFR Part 40.281 Subpart O will be provided to the violating Covered Employee

(2) CONTINUED EMPLOYMENT. The Town of **Stevensville** at its sole discretion, may continue the Covered Employee's employment on a case-by-case basis. If employment is continued, the following requirements must be met:

(a) Covered Employees who test positive will be immediately removed from safety sensitive functions;

(b) The Town of **Stevensville** will refer the Covered Employee to a Substance Abuse Professional that has knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders, and who meets the qualifications outlined in 49 CFR Part 40.281 Subpart O will be provided to the violating Covered Employee.

(c) The Covered Employee, at his or her own expense, participate and successfully complete the Return-to-Duty Process as set forth in 49 C.F.R. Subpart O within a reasonable period of time. Failure to successfully complete the Return-to-Duty Process within a reasonable period of time is grounds for termination.

(d) During the period of time the Covered Employee is participated in the Return-to-Duty Process, the Town of may place the Covered Employee on unpaid leave, paid leave, or in duty assignments that are not safety sensitive functions.

(e) Upon successfully completing the Return-to-Duty Process, including a negative urinalysis test result as required, and the Town of receiving the proper documentation of such completion, the Covered Employee may return to his or her previous duties.

8. RETENTION OF RECORDS AND RELEASE OF INFORMATION

All dated records and notifications identified by individual will be maintained by the MRO for a minimum of five (5) years for verified positive controlled substance test results.

All dated records and notifications identified by individual will be maintained by the MRO for a minimum of one (1) year for negative controlled substance test results.

No person other than the Covered Employee may obtain the Covered Employee's individual controlled substance test results retained by Town of or the MRO, and neither Town of **Stevensville** nor the MRO shall release the individual controlled substance test results of any Covered Employee to any person, except as otherwise provided in this policy.

Town of **Stevensville** shall maintain all dated records and notifications identified by individual, for a minimum of five (5) years for verified positive controlled substance test results.

Town of **Stevensville** shall maintain all dated records and notifications identified by individual, for a minimum of one (1) year for negative controlled substance test results and any canceled tests.

Town of **Stevensville** shall maintain all dated records pertaining to the collection process for two (2) years.

Town of **Stevensville** shall maintain all dated records and notifications identified by individual, for a minimum of five (5) years for verified positive alcohol test results.

Town of **Stevensville** shall maintain all dated records and notifications identified by individual, for a minimum of one (1) year for negative alcohol test results and any canceled tests.

No person may obtain the individual alcohol test results retained by Town of **Stevensville** and Town of **Stevensville** shall not release the individual alcohol test results of any Covered Employee to any person, except as provided in **Section 8**.

Town of **Stevensville** will maintain copies of annual MIS reports submitted to FTA for a minimum of five (5) years.

Town of **Stevensville** will maintain Covered Employee training records for a minimum of two (2) years.

Town of **Stevensville** will maintain records that are obtained from previous employer for new hires for a minimum of three (3) years from the date of the Covered Employee's first performance of safety-sensitive duties.

A Covered Employee will have access to his or her alcohol or drug testing records upon written request. Town of **Stevensville** will release a Covered Employee's records to a prospective employer upon written request of the Covered Employee or individual.

When requested, Town of **Stevensville** will disclose post-accident information to the National Transportation Safety Board as part of an accident investigation.

SYSTEM CONTACTS

Any questions regarding this policy or any other aspects of the drug-free and alcohol-free program should contact the following representative (s):

Drug and Alcohol Program Manager

Name:

Address:

Phone:

Fax:

National Hot-Line Numbers and Help Lines:

1-800-COCAINE

The American Council on Alcoholism Help Line
1-800-527-5344

The National Institute on Drug Abuse Hot Line
1-800-662 HELP

Alcoholics Anonymous
1-888-707-2000

DEFINITIONS

Accident - an occurrence involving a commercial motor vehicle (CMV) operating on a public road

AND EITHER - involves a fatality;

OR - moving violation is issued to the CMV driver;

AND EITHER - involves injury to a person who, as a result of the injury, immediately receives medical

treatment away from the scene of the accident;

OR - one (1) or more motor vehicles incurs disabling damage as a result of the accident requiring the

vehicle to be towed away by a tow truck or other vehicle, or if it were driven, it would be damaged more.

(Note: Disabling damage means damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs. It does not include damage to tires even if a spare is unavailable, head or taillight, turn signal, horn or windshield damage.)

Alcohol - the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

Alcohol concentration (AC) - means the concentration of alcohol in a person's blood or breath. When expressed as a percentage it means grams of alcohol per 100 milliliters of blood or grams of alcohol per 210 liters of breath.

Alcohol use - the consumption of any beverage, mixture, or preparation, including any medication containing alcohol.

Breath alcohol technician (BAT) - an individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing (EBT) device.

Code of Federal Regulations (CFR)

Commercial motor vehicle (CMV) - a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

- has a gross combination weight of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
- has a gross vehicle weight rating of 26,001 or more pounds; or
- is designed to transport 16 or more passengers, including the driver; or
- is of any size and is used in the transportation of hazardous materials requiring placards.

Confirmation test - for alcohol testing, this means a second test, following a screening test with a result of 0.02 grams or greater of alcohol per 210 liters of breath, that provides quantitative data of alcohol concentration.

For controlled substances testing, this means a second analytical procedure to identify the presence of a specific drug or metabolite determined by Gas Chromatography/Mass Spectrometry (GC/MS) which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy.

Controlled substances - a dangerous drug as defined in 49 C.F.R., Part 40, (except a drug used pursuant to a valid prescription or as authorized by law) and includes (1) marijuana, (2) cocaine, (3) opiates, (4) phencyclidine (PCP), and (5) amphetamines, including methamphetamines. In this policy, the terms "drugs" and "controlled substances" are interchangeable and have the same meaning.

Covered positions - positions that are subject to Commercial Driver's License (CDL) requirements and perform Safety-Sensitive Functions.

Driver - any person who operates a CMV. For the purposes of pre-employment testing, the term driver includes a person applying to drive a commercial motor vehicle.

Evidential breath testing device (EBT) - a device approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's September 1993 or later "Conforming Products List of Evidential Breath Measurement Devices" (CPL).

Medical Review Officer (MRO) - a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

Negative test – for drugs, a test with the amounts present that are at or below the minimum thresholds in 49 CFR Part 40, as amended. For alcohol, a concentration below 0.04.

Non-prescription drug- a drug, compound, or supplement that is available legally over-the-counter which carries a warning label that indicates mental functioning, motor skills, or judgment may be adversely affected .

On-duty time - All time from the time a driver begins to work or is required to be in readiness to work until the time he is relieved from work and all responsibility for performing work.

On-duty time shall include:

1. All time at a carrier or shipper plant, terminal, facility or other property, or on any public property, waiting to be dispatched, unless has been relieved from duty by the motor carrier.
2. All time inspecting to make sure that the parts, accessories and emergency equipment are in good working order and ready for use or otherwise inspecting, servicing, or conditioning any commercial vehicle.
3. All time spent at the driving controls of a commercial motor vehicle in operation.
4. All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth.
5. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipment loaded or unloaded.
6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Performing a safety sensitive function - means a driver is considered to be performing a Safety-Sensitive Function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any Safety-Sensitive Function. See items 1-6 above in the definition of on-duty time.

Positive test - for a drug test, an amount above the minimum thresholds in 49 CFR Part 40, as amended. For an alcohol test, a breath alcohol concentration at 0.04 or greater.

Prescription Drug - A legally-prescribed drug or medication which carries a warning label that indicates mental functioning, motor skills, or judgment may be adversely affected that a Covered Employee has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. It must include the patient's name, name of the substance, dosage, and the period of authorization.

Refuse to submit - (to an alcohol or controlled substances test) means that a driver:

1. Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing in accordance with the provisions of this part;
2. Fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing in accordance with the provisions of this part, or
3. Engages in conduct that clearly obstructs the testing process.

Reasonable suspicion - belief that the Covered Employee has violated the alcohol or controlled Substances prohibitions, based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the Covered Employee.

Safety sensitive functions - see items 1-6 in the definition of "on-duty time" above.

Screening test (also known as initial test) - in alcohol testing, it means an analytical procedure to determine whether a driver may have a prohibited concentration of alcohol in his or her system. In controlled substance testing, it means an immunoassay screen to eliminate "negative" urine specimens from further consideration.

Substance abuse professional (SAP) - a licensed physician or a licensed or certified psychologist, social worker, Covered Employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselor Certification Commission) with knowledge of a clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

Work Site - any commercial motor vehicle, office, building, yard, or other location at which the Covered Employee is to perform work. "Possess" means to have either in or on the Covered Employee's person, personal effects, commercial motor vehicle, or areas substantially entrusted to control of the Covered Employee. Possession does not include possession of a substance which is manifested and transported as part of a shipment.

QUESTIONS REGARDING POLICY

After you have read this Policy and the attached forms, sign and date the Acknowledgment Receipt in the presence of a non-relative witness, and return the Acknowledgment Receipt to the Program Administrator.

If you have any questions regarding this Policy, please contact the Program Administrator.

ISSUED this ____ day of _____ 20____ and made effective and enforceable sixty (60) days thereafter on the 27th day of August 2024.

TOWN OF STEVENSVILLE

By: _____

By: _____

By: _____

Attest/Certified By: _____

Name: _____

Position: _____

**ACKNOWLEDGMENT
RECEIPT**

This Statement of Procedures and Policy Regarding Alcohol and Controlled Substance Use and Testing and the incorporated forms (“Policy”) have been written and adopted in compliance with state and federal law, and is provided to you to ensure your safety, the safety of your co-Covered Employees, and the continued successful operation of Town of . Take the Policy home with you and spend some time reading through it. If you need additional information feel free to contact the Program Manager. Once you have read the Policy and each of the attached forms, sign and date this receipt below as indicated, then detach this receipt and return it to your supervisor. This is your copy of Town of s Statement of Procedures and Policy Regarding Alcohol and Controlled Substance Use and Testing and attached forms. Please keep it in a convenient place for future reference.

I _____ certify that I have received a copy of Town of Stevensville Statement of Procedures and Policy Regarding Alcohol and Controlled Substance Use and Testing. I have read and I understand and accept the contents of the Statement and I accept full responsibility for familiarizing myself with the procedures and policies it contains. I understand that as a condition of my employment with Town of Stevensville I must comply with these guidelines, policies, and procedures. If I develop a problem with drugs and/or alcohol while employed by Town of Stevensville I will seek assistance through the Program Administrator and any available Covered Employee Assistance Program.

DATED this ____ day of _____, 20__.

Covered Employee’s Signature

Witness Signature

Parent’s Signature if Covered Employee is under the age of 18

FORM A - NOTICE TO COVERED EMPLOYEE OF ALCOHOL AND/OR CONTROLLED SUBSTANCE TEST

TO:

You are hereby notified by the Program Manager that pursuant to Town of **Stevensville's** Statement of Procedures and Policy Regarding Alcohol and Controlled Substance Testing you are required to submit:

_____ an alcohol breath test
_____ a controlled substance urine test

Your breath specimen will be analyzed for the presence of alcohol. Your urine specimen will be tested at a laboratory approved by the U.S. Department of Health and Human Services for the following drug substances: marijuana, cocaine, opiates, phencyclidine, and amphetamines.

You are now required to proceed directly to the collection site for the purpose of providing the above-requested breath and/or urine samples. Upon reaching the site you will be asked to consent to the requested testing. You must follow the instructions given to you and any instructions given to you by the collection site technician. Your cooperation is greatly appreciated.

I, _____, have read and understand the terms contained in this notice. I understand I may be terminated should my breath alcohol test indicate a presence of alcohol in my body greater than 0.04 or should my urine test indicate the presence of any of the above-listed controlled substances. Further, I understand I may be terminated should I refuse to submit to the required testing.

DATED this _____ day of _____, 20__.

Covered Employee Signature

Signature

Witness

Parent's Signature if Covered Employee is under age 18

**FORM B - CONSENT TO
ALCOHOL AND/OR CONTROLLED SUBSTANCE TESTING
BASED UPON *REASONABLE SUSPICION***

I, _____, have received a copy of Town of **Stevensville's** Statement of Procedures and Policy Regarding Alcohol and Controlled Substance Testing, and I understand that refusing to provide a breath and/or a urine specimen, as requested by Town of tampering with a specimen, or providing false information on a specimen collection and control form constitute grounds for termination of employment with Town of **Stevensville** I understand that failure to pass either the requested alcohol test or the requested drug test may result in disciplinary action up to and including termination from employment.

I hereby consent to provide a breath and/or a urine specimen, as requested by Town of **Stevensville, for the purpose of testing for the presence of alcohol and controlled substances at a laboratory designated by Town of **Stevensville**. I authorize the release of such test results to the medical review officer designated by Town of **Stevensville** and to the Program Administrator who is responsible for the Statement of Procedures and Policy Regarding Alcohol and Controlled Substance Testing.**

DATED this _____ day of _____, 20____.

Covered Employee Signature

Witness Signature

Parent's Signature if
Covered Employee is under age 18

I do not consent to provide either a breath or a urine specimen, as requested by Town of **Stevensville, for the purpose of testing for the presence of alcohol and controlled substances. I understand that my refusal to participate in testing may result my termination from employment.**

DATED this _____ day of _____, 20____.

Covered Employee Signature

Witness Signature

Parent's Signature if
Covered Employee is under age 18

**FORM C - CONSENT TO POST-ACCIDENT
ALCOHOL AND/OR CONTROLLED SUBSTANCE TESTING**

I, _____, have received a copy of Town of **Stevensville's** Statement of Procedures and Policy Regarding Alcohol and Controlled Substance Testing, and I understand that refusing to provide either a breath and/or a urine specimen, as requested by Town of **Stevensville**, tampering with a specimen, or providing false information on a specimen collection and control form constitute grounds for termination of employment with Town of **Stevensville**. I understand that failure to pass either the requested alcohol test or the requested drug test may result in disciplinary action up to and including termination from employment.

I hereby consent to provide a breath and/or a urine specimen as requested by Town of **Stevensville for the purpose of testing for the presence of alcohol and/or controlled substances at a laboratory designated by Town of **Stevensville**. I authorize the release of such test results to the medical review officer designated by Town of **Stevensville** and to the Program Administrator who is responsible for the Statement of Procedures and Policy Regarding Alcohol and Controlled Substance Testing.**

DATED this _____ day of _____, 20____.

Covered Employee Signature

Witness Signature

Parent's Signature if
Covered Employee is under age 18

I do not consent to provide either a breath or a urine specimen as requested by Town of **Stevensville for the purpose of testing for the presence of alcohol and controlled substances. I understand that my refusal to participate in testing may result in my termination from employment.**

DATED this _____ day of _____, 20____.

Covered Employee Signature

Witness Signature

Parent's Signature if
Covered Employee is under age 18

FORM D - QUESTIONNAIRE TO AID IN SELECTING A LAB

This form can be sent to any U.S. Department of Health and Human Services certified laboratory or used to conduct telephone inquiries regarding essential services, costs and response times.

- | | Yes | No | Cost | |
|-----|-----|-----|------|---|
| 1. | ___ | ___ | ___ | Does the lab provide chain of custody forms to the collection site? |
| 2. | ___ | ___ | ___ | Does the lab also test for presence of alcohol? |
| 3. | ___ | ___ | ___ | Does the lab provide collection kits to the collection site? |
| 4. | ___ | ___ | ___ | Does the lab provide mailers to the collection site? |
| 5. | ___ | ___ | ___ | Does the lab provide training to the collection site? |
| 6. | ___ | ___ | ___ | Does the lab provide expert testimony? |
| 7. | ___ | ___ | ___ | Does the lab charge per test? |
| 8. | ___ | ___ | ___ | Is the lab personnel available 24 hours a day, seven days per week? |
| 9. | | | | Who are the usual overnight shipping companies servicing the lab?

_____ |
| 10. | | | | What is the turn-around time from the lab to the medical review officer?

_____ |
| 11. | | | | What is the billing method used by the lab?
_____ |
| 12. | | | | Are lab charges for collection kits, forms and mailers included in charges for tests or is payment required separately in advance for these items?
_____ |
| 13. | | | | Is there a set-up fee for initiating a contract with the lab?
_____ |
| 14. | | | | Is there a minimum number of tests per year the lab is willing to conduct under a contract?
_____ |
| 15. | | | | Does the lab utilize a standard contract with its clients?

_____ |

FORM E - PROCEDURES FOR COLLECTING URINE SPECIMENS

Please carefully follow all procedures for the collection and testing of urine samples outlined in 49 C.F.R., Part 40. The following list is not exhaustive, but rather is intended to highlight some key collection steps.

1. Before the specimen is collected, make sure that you have sufficient supply of forms available for Breath and Urine Custody and Control and Consent.
2. The collection site administrator is responsible for maintaining the integrity of the specimen collection and transfer process, for carefully ensuring the modesty and privacy of the donor, and for avoiding any conduct or remarks that might be construed as accusatorial or otherwise offensive or inappropriate.
3. Inspect the collection site for the presence of unauthorized persons or materials that could be used to adulterate the specimen and restrict access to the room.
4. Verify the identity of the Covered Employee/applicant through the use of an official picture identification card (driver's license or Covered Employee ID). Notify the appropriate authority if the Covered Employee/applicant fails to report or arrives more than 30 minutes late for the appointment.
5. Request that the Covered Employee/applicant check his/her belongings, including purses, jackets, briefcases, bulky sweaters, etc., and remove the contents of pockets.
6. Request that the Covered Employee/applicant rinse his/her hands with clean water and dry. Request the Covered Employee/applicant to not use soap.
7. Give the Covered Employee/applicant a clean, single-use collection container for urine specimens (unwrap it in front of the Covered Employee), and direct him/her to the designated collection site. Do not enter the designated collection site--you should NOT observe the specimen collection unless special circumstances exist. Instruct the Covered Employee/applicant that at least sixty (60) ml of urine are required and that the temperature will be taken to ensure the integrity of the sample. Only one sample should be collected at a time.
8. If the Covered Employee/applicant is unable to provide a specimen of sufficient volume, at least forty-five (45) ml, the specimen shall be discarded. The Covered Employee/applicant shall be directed to drink up to forty (40) ounces of water, distributed reasonably through a period of up to three (3) hours, or until the Covered Employee/applicant has provided a new urine specimen, whichever occurs first. If the Covered Employee/applicant refuses or cannot provide a sufficient specimen within three (3) hours, the collection efforts shall be discontinued and Town of r shall be so notified.

9. Immediately after, but in no case more than four (4) minutes after urination, record the temperature of the specimen, visually examine the specimen for any unusual color or sediment and note the results on the Urine Custody and Control Form. The specimen shall then be split into two bottles: one containing thirty (30) ml of urine to be used as the primary sample, and the second containing at least fifteen (15) ml of urine to be used as the split sample.
10. If there is any reason to suspect adulteration or substitution, (a) notify a higher level supervisor, (b) have a same-gender technician directly observe the collection of a second specimen, and (c) submit both specimens for testing.
11. Seal and label the specimen bottles in the presence of the Covered Employee/applicant. Record the identification numbers, date, and time of the collection. Have the Covered Employee/applicant initial each label verifying that the specimen is his/hers.
12. Complete the Urine Custody and Control form ensuring that you and the Covered Employee/applicant have signed the appropriate certification statement on the form.
13. Have the appropriate consent form signed by the Covered Employee/applicant authorizing the laboratory to examine the urine and release the information to the medical review officer.
14. Place the specimen bottles in a single shipping container seal. Sign the seal and record the time and date of closure for shipment.
15. Store the specimen in a secure location until shipped. Note each transfer of custody on the Urine Custody and Control form.
16. Ship the specimen, together with the chain of custody form, to the laboratory using the designated courier.

FORM F - PROCEDURES FOR COLLECTING BREATH SPECIMENS

Please carefully follow all procedures for the collection and testing of breath samples outlined in 49 C.F.R., Part 40. The following list is not exhaustive, but rather is intended to highlight some of the key collection steps.

1. Before the specimen is collected, make sure you have a sufficient supply of forms available for breath alcohol testing.
2. Testing must be conducted in a location that affords visual and aural privacy to the Covered Employee/applicant being tested, sufficient to prevent unauthorized persons from seeing or hearing test results. A mobile collection facility, e.g., a van equipped for alcohol testing, may also be used provided it affords sufficient visual and aural privacy. However, in unusual circumstances it may be necessary to conduct a test at a location that does not fully meet the visual and aural privacy requirements.
3. The Breath Alcohol Technician is responsible for maintaining the integrity of the specimen collection and transfer process, for carefully ensuring the modesty and privacy of the donor, and for avoiding any conduct or remarks that might be construed as accusatorial or otherwise offensive or inappropriate.
4. Inspect the collection site for the presence of unauthorized persons or materials that could be used to adulterate the specimen and restrict access to the site.
5. Verify the identity of the Covered Employee/applicant through the use of an official picture identification card (driver's license or Covered Employee ID). Notify the appropriate authority if the Covered Employee/applicant fails to report or arrives more than thirty (30) minutes late for the appointment.
6. On request by the Covered Employee/applicant, the Breath Alcohol Technician shall provide positive identification to the Covered Employee/applicant.
7. Explain the screening test procedure to the Covered Employee/applicant.
8. The Breath Alcohol Technician shall complete step 1 of the Breath Alcohol Testing Form. The Covered Employee/applicant shall complete step 2 on the form and sign the certification. Refusal to sign the certification shall be regarded as a refusal to take the test.
9. Open an individually sealed mouthpiece in view of the Covered Employee/applicant and attach the new mouthpiece to the EBT device.
10. Instruct the Covered Employee/applicant to blow forcefully into the mouthpiece for at least six (6) seconds or until the EBT device indicates that an adequate amount of breath has been obtained. This shall be the screening test.

11. If the EBT device prints the test results directly onto the form, show the Covered Employee/applicant the result displayed on the EBT device. If the EBT device provides a printed result but does not print the results directly onto the form, show the Covered Employee/applicant the result displayed on the EBT device, then affix the test result printout to the breath alcohol test form in the designated space using a tamper-proof method of attachment.
12. If the result of the screening test is a breath alcohol concentration of less than 0.02, date the form and sign the certification in Step 3 of the form. The Covered Employee/applicant shall then sign the certification and fill in the date in Step 4 of the form. Refusal by the Covered Employee/applicant to sign the certification in Step 4 of the form shall be considered a refusal to be tested.
13. If the result of the screening test is a breath alcohol concentration of less than 0.02, no further testing is authorized, and the Breath Alcohol Technician shall transmit the result of less than 0.02 to Town of in a confidential manner.
14. If the result of the screening test is a breath alcohol concentration of 0.02 or greater, a confirmation test shall be performed.
15. Instruct the Covered Employee/applicant not to eat, drink, put any object or substance in his/her mouth, and, to the extent possible, not to belch during a waiting period before the confirmation test. The waiting period shall not be less than fifteen (15) minutes nor greater than thirty (30) minutes from the completion of the screening test. Instruct the Covered Employee/applicant the reasons for the waiting period.
16. Before the confirmation test is administered, make sure the EBT device registers 0.00 on an air blank. If the reading is greater than 0.00, conduct a second air blank test. If the reading on the second air blank is greater than 0.00, that EBT device shall not be used for the confirmation test.
17. In conducting the confirmation test, the Breath Alcohol Technician shall follow the same procedures as required for the screening test. A new mouthpiece shall be used for the confirmation test.
18. In the event the screening and confirmation test results are not identical, the confirmation test result is deemed to be the final result.
19. Should the Covered Employee/applicant fail or refuse to sign the form as and required, or if the Covered Employee/applicant fails or refuses to provide an adequate amount of breath, or if the Covered Employee/applicant eats, drinks, places objects or substances in his/her mouth or belches during the waiting period before a confirmation test is administered, note such failures, refusals, or actions in the "Remarks" area of the form.

FORM G - INSTRUCTIONS TO COVERED EMPLOYEE FOR COLLECTION OF BREATH AND URINE SPECIMENS FOR ALCOHOL AND/OR CONTROLLED SUBSTANCE TESTING

1. Report to the specimen collection site selected by Town of **Stevensville** as soon as possible but no later than thirty (30) minutes after notification to report. Refusal to report for testing or refusal to cooperate with the testing process may result in immediate termination or denial of employment.
2. Provide the collection site technician with an official picture identification card (i.e., driver's license, Covered Employee I.D.).
3. Check your belongings with the technician including purses, briefcases, and bulky outerwear (sweaters, jackets, vests, hats, etc.). Remove the contents of your pockets.
4. Rinse your hands with clear water and dry. Do not use soap.
5. For urine specimens, go to the designated collection site and provide a specimen in the collection cup provided. You will not be observed while providing a specimen. You will be required to provide at least sixty (60) ml of urine. If an insufficient amount is provided, your initial sample will be discarded. You will be instructed to drink up to forty (40) ounces of water, distributed reasonably through a period up to three (3) hours, or until you have provided a new urine sample, whichever occurs first. If you refuse or are unable to provide a sufficient specimen within three (3) hours, the collection efforts shall be discontinued and Town of will be so notified.
6. For breath specimens, follow the instructions of the collection site technicians in providing a breath specimen for the Evidential Breath Testing Device.
7. Do not attempt to tamper with the specimen or make substitutions. The urine specimen will be visually inspected for unusual color and sediment. The temperature of the urine specimen will be measured and must fall within acceptable range. If the collection site technician suspects tampering, you will be required to provide a second sample under the direct observation of a same-gender technician. Tampering with a urine or breath specimen may result in immediate termination from your employment.
8. Give the urine or breath specimen to the collection site technician and observe the sealing of the container(s). Initial the label verifying that the specimen is yours.
9. Complete the appropriate parts of the Urine Custody and Control Form.

**FORM H - CONSENT TO *RANDOM*
ALCOHOL AND/OR CONTROLLED SUBSTANCE TESTING**

I, _____, have received a copy of Town of **Stevensville's** Statement of Procedures and Policy Regarding Alcohol and Controlled Substance Testing, and I understand that refusing to provide a breath and/or a urine specimen as requested by Town of **Stevensville**, tampering with a specimen, or providing false information on a specimen collection and control form constitute grounds for termination of employment with Town of **Stevensville**. I understand that failure to pass the requested alcohol test and/or the requested drug test may result in disciplinary action up to and including termination from employment.

I hereby consent to provide a breath and/or a urine specimen, as requested by Town of **Stevensville for the purpose of testing for the presence of alcohol and controlled substances at a laboratory designated by Town of **Stevensville** I authorize the release of such test results to the medical review officer designated by Town of **Stevensville** and to the Program Administrator who is responsible for the Statement of Procedures and Policy Regarding Alcohol and Controlled Substance Testing.**

DATED this _____ day of _____, 20____.

Covered Employee Signature

Witness Signature

Parent's Signature if
Covered Employee is under age 18

I do not consent to provide either a breath or a urine specimen, as requested by Town of **Stevensville for the purpose of testing for the presence of alcohol and controlled substances. I understand that my refusal to participate in testing may result in my termination from employment.**

DATED this _____ day of _____, 20____.

Covered Employee Signature

Witness Signature

Parent's Signature if
Covered Employee is under age 18

FORM I - TECHNIQUE FOR SELECTING COVERED EMPLOYEES AT RANDOM

The following procedure may be used for randomly selecting Covered Employees for testing on a quarter-annual basis.

1. Complete items (A) through (D) on the Covered Employee List--Random Alcohol and Controlled Substance Testing Form.

2. Transfer the Social Security Numbers or Covered Employee I.D. Numbers of all eligible Covered Employees to Form J, Covered Employee List--Random Alcohol and Controlled Substance Testing.

Do not transfer names! The order of placement of numbers transferred to this Form is not important and will not affect the sampling technique.

3. Send Form J to Town of **Stevensville** third party contractor retained to assist Town of **Stevensville** with the random testing selection process.

*The third-party contractor shall complete item (E); then select the Covered Employees who will be subject to the random testing for this testing period (selection must be made based upon a scientifically proven method of random selection); and then notify Town of **Stevensville** of the Covered Employee ID Numbers selected for the random testing for this testing period.*

4. Once the third party contractor has notified the Program Administrator of the Covered Employee ID Numbers selected for the random testing, the Program Administrator shall notify all Covered Employees selected for random testing by using Form A, Notice to Covered Employee of Alcohol and/or Controlled Substance Test.

5. The Program Administrator shall obtain each selected Covered Employee's consent or refusal to submit to the random testing by using Form H, Consent to *Random* Alcohol and/or Controlled Substance Testing.

**FORM J - COVERED EMPLOYEE LIST FOR
RANDOM ALCOHOL AND/OR CONTROLLED SUBSTANCE TESTING**

(A) Current Date: _____
to be Tested:

(D) Annual No. of Covered Employees

(B) Quarter Beginning: _____

(E) Sample Size for this Test:

(C) Total No. of Covered Employees:

SEQUENCE NUMBER TESTING	COVERED EMPLOYEE ID NUMBER	SELECTED FOR
1.	_____	1.
2.	_____	2.
3.	_____	3.
4.	_____	4.
5.	_____	5.
6.	_____	6.
7.	_____	7.
8.	_____	8.
9.	_____	9.
10.	_____	10.
11.	_____	11.
12.	_____	12.
13.	_____	13.
14.	_____	14.

**FORM K - NOTICE OF *PRE-EMPLOYMENT*
ALCOHOL AND/OR CONTROLLED SUBSTANCE TESTING**

All applicants for employment with Town of **Stevensville** must at Town of **Stevensville's** election pass an alcohol breath test and/or a controlled substance urine test prior to employment. As part of your pre-employment evaluation, you will be required to submit a breath and/or a urine specimen at a designated collection site. Your breath will be analyzed for the presence of alcohol. Your urine specimen will be tested at a laboratory approved by the U.S. Department of Health and Human Services for the following controlled substances: marijuana, cocaine, opiates, phencyclidine, and amphetamines.

You must pass the requested tests as a condition of your employment. If you are selected for employment with Town of you will be subject to future alcohol and/or controlled substance testing (1) on a pre-arranged date, (2) by random unannounced testing, (3) when there is reasonable suspicion to believe you have used alcohol or a controlled substance, and (4) following a work-related accident.

I, _____, have read and understand the terms contained in this notice. I understand I will not be hired should my breath alcohol test indicate a presence of alcohol in my body greater than 0.02 or should my urine test indicate the presence of any controlled substances set forth in the Policy. Further, I understand I will not be hired should I refuse to submit to the required testing.

DATED this _____ day of _____, 20__.

Applicant Signature

Witness Signature

Parent's Signature if
Applicant is under age 18

**FORM L - CONSENT TO *PRE-EMPLOYMENT*
ALCOHOL AND/OR CONTROLLED SUBSTANCE TESTING**

I, _____, have received a copy of Town of **Stevensville's** Statement of Procedures and Policy Regarding Alcohol and Controlled Substance Testing Policy, and I understand that refusing to provide a breath and/or a urine specimen, as requested by Town of **Stevensville**, tampering with a specimen, or providing false information on a specimen collection and control form constitute grounds for cancellation and withdrawal of an offer of employment. I also understand that failure to pass either the requested alcohol test and/or the requested drug test may result in a cancellation and withdrawal of an offer of employment.

I hereby consent to provide a breath and/or a urine specimen, as requested by Town of **Stevensville for the purpose of testing for the presence of alcohol and/or controlled substances at a laboratory designated by Town of **Stevensville** I authorize the release of such test results to the medical review officer designated by Town of and to the Program Administrator who is responsible for the Statement of Procedures and Policy Regarding Alcohol and Controlled Substance Testing.**

DATED this _____ day of _____, 20__.

Applicant Signature

Witness Signature

Parent's Signature if
Applicant is under age 18

I do not consent to provide either a breath or a urine specimen as requested by Town of **Stevensville for the purpose of testing for the presence of alcohol and controlled substances. I understand that my refusal to participate in testing may result in a cancellation and withdrawal of an offer of employment.**

DATED this _____ day of _____, 20__.

Applicant Signature

Witness Signature

Parent's Signature if
Applicant is under 18

