



**Stevensville Town Council Meeting
Agenda for
THURSDAY, AUGUST 11, 2022
7:00 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.](#) Special Town Council Meeting Minutes 07/28/2022
 - [b.](#) Town Council Meeting Minutes 07/28/2022
5. Approval of Bi-Weekly Claims
 - [a.](#) Claims #17848-#17879
6. Administrative Reports
 - [a.](#) Airport
 - [b.](#) Building Department
 - [c.](#) Finance
 - [d.](#) Fire Department
 - [e.](#) Police Department
 - [f.](#) Public Works
7. Guests
8. Correspondence
9. Public Hearings
10. Unfinished Business
 - a. Discussion/Decision: A Motion and a 2nd to Award Morrison-Maierle to complete Master Plan for the Stevensville Airport
11. New Business
 - [a.](#) Discussion/Decision: Park Ave. Sewer Main Change Order #1
 - [b.](#) Discussion/Decision: Contract Between Town of Stevensville and Robert Underwood to perform Financial Duties
12. Town Council Comments
13. Board Reports
14. Executive Report
15. Adjournment

Welcome to Stevensville Town Council Chambers

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

It is essential that we treat each other with respect.

We expect that participants will:

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

We further expect that participants will refrain from disrespectful displays:

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

Guidelines for Public Comment

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

During any council meeting you have two opportunities to comment:

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

Comment made outside of these times may not be allowed.

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

Thank you for observing these guidelines.

File Attachments for Item:

- a. Special Town Council Meeting Minutes 07/28/2022

Stevensville Special Town Council Meeting Minutes for THURSDAY,

JULY 28, 2022, 5:30 PM, 206 Buck Street, Town Hall

CONDENSED MINUTES

1. Call to Order and Roll Call

Mayor Gibson called the meeting to order, Councilmembers Barker, Michalson and Wolff were all present. Councilmember Brown arrived after roll call. (Mayor Gibson acknowledge Councilmember Brown's attendance to the meeting after public comment)

2. Pledge of Allegiance

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

NONE

4. New Business

a. Discussion: Fraud Examination Report Presented by Chief Mac Sosa

Mayor Gibson: introduced new business item a to the council. (The fraud report will be part of the minutes of this meeting.) There was no comment from the council. There was no comment from the public.

b. Discussion/Decision: Recommendations given to Town Council from the Fraud Examination Report

Mayor Gibson: introduced new business item b to the council. Chief Mac Sosa read to the council the recommendations that were presented to the council, recommendations were made from the fraud examination report. (The list of recommendations will be a part of the minutes of this meeting.)

Mayor Gibson: To follow up on that I have a couple more, in regard to the Human Resource Officer, we are going to recommend, we have an existing position and another existing position that is not filled and we are going to rewrite that job description with different qualifications, it is not going to cost any more money, the money is already in the budget, what that would do is that person, that check and balance, would actually be a finance officer, grants. Pam's position is becoming overwhelming, payroll, claims and human resources. Just for your information on July 11th I received a letter from Strom that used to do the audit and they are canceling their contract and we need to put out an RFP for an audit and one of the reasons and it goes back, you might have received this information from Pam, it goes back as far as April of 20. No financial records have been reported to the state we have been fined and we are working with the state, and we are close to correcting that. We hope that we can take care of that, my goodness April of 2020 that is one reason Strom & Associates, we talked to them they might be interested again, depending on how the RFP goes. I talked to Pam again today and talking to the other auditor we have; we are close to correcting that. So that should take those fines away. That is why we are looking at a financial person. As far as the credit cards go, Mac was exactly right, the first day I was here I ripped mine up. I don't have a credit card, there is no reason that

I have a credit card. I approve purchase orders beyond a certain amount it is up to the department heads as Mac said there were credit cards all over the place and now it is only department heads and the clerk. So, with that I am going to go to public comment and council discussion.

PUBLIC COMMENT

Mayor Gibson: Seeing none. Council discussion on the recommendations.

Councilmember Michalson: I am on board will all of these recommendations I would also like to add one and that would be that we look at changing to a charter system. I would personally like to see the tie breaking vote taken away from the mayor. When I was on the council in 2020, we voted two against and two for the budget to raise the salary for the mayor 100% and we can't let that happen again. I think with a charter we can have an extra at large councilmember so that way we don't have the mayor break a tie.

Mayor Gibson: along with that, we haven't found it, it is supposed to be done every ten years . I don't think that it had been done, it goes to a vote of the public, not just a council issue, it would go to the vote of the public. Next month is going to be very busy with budgets. After this I will be looking for a volunteer from the council to join myself, Pam and possibly the town clerk to work through our personal policy, purchasing policy and council rules. To be really frank I have looked through some of the personal policy and they do not meet state government, they need to be changed. I wish that we could do it know. My intent is to start the budget process on August 11th. We may have to have a special meeting to accomplish that, we will go through that and when we get to the point in the budget, going along with this recommendation, we will go through it, department by department. We will have our overall what we do here, and a resolution on each department. I see the treasurer is here and the levies are due to the county on the 15th of September.

Dan Whitesitt: I am not positive.

Mayor Gibson: I think when we went to the meeting, they said September 15th. Again, let me know, because that would be our intent to have the budget done and that is your taxes, and the reason that we were going to start this earlier some other events, we are supposed to get an estimate of the revenue I think by August 5th, which gives a better idea of how much revenue we are going to have instead of just making up a number. With that I will open it up to more questions from the council.

Councilmember Wolff: I agree with tighter policies. I do like the tie breaking removal of the mayor. I think that is really important to the town council. We can't do that if there are differences of opinion there by the mayor, I think that really has to be pretty straight forward. Mr. Mayor is it okay if I make a comment on the investigation?

Mayor Gibson: as long as it is not in detail of the criminal proceedings.

Councilmember Wolff: it is not. I just want to say to all of you here and those of you that are on the streaming, the investigation was kept very private as it should be as it was concluded and forwarded to the county attorney as a town council member I am so impressed with Chief Sosa's

thoroughness and professionalism. The town owes Chief Sosa a debt of gratitude for his work. On the other hand, I am shocked by what the investigation revealed and hope that the town can recover funds that were deliberately misappropriated. And let me be very clear that the news paper article written by Mr. Howell that appeared this week indicated in the first paragraph, that this town council requested this investigation that is not correct. There has never been an agenda item or any discussion by this town council I think that other members would agree with me this was not put forward by us, this was kept private, and it is apparent in the investigation, Chief Sosa has the authority to do that and move forward with it and take it to the county attorney, it appears that there are serious charges and that is exactly what happened, thank you.

Mayor Gibson: I think that we are going to ask the paper to make those corrections. If you look at the original press release it is pretty clear that was not the case, you read all of the other articles that was not the case. I just think that time is now, whatever happens, I don't know what the results are going to be, but through Mac Sosa there needs to be some changes no matter who is here., who was here, who was here 20 years ago. Even though it is a smaller town it is becoming a lot more complicated, grants, etc. And I know that people have come down here. I don't know if you knew this, Mac Sosa, Pam Sosa and Steve Kruse take no overtime, and I can guarantee you that Mac Sosa does a lot of overtime and I know that Steve Kruse does, and I have seen Pam down here on Sundays. So, if you want to talk about fiscal responsibility and past pay outs for retirements these people are doing the town a really big favor. You can look at the payroll it is public record they get no overtime. There have been rumors out there about the investigation, how much did this cost the town? Not one penny. And if it would have gone outside and if we could have gotten somebody to do an audit on all of this, what do you think that would have cost Mac?

Chief Mac Sosa: at least \$100,000.00

Mayor Gibson: so, there you go any further discussion?

Councilmember Michalson: I was going to bring this to the other meeting, but I will say it now. You talk about fiscal responsibility I had Pam run the numbers from January through July of this year all of the claims and the amount spent was \$730, 703.00 I then went through and added up July 1, 2021, through December 31, 2021, and it was \$1, 000,053.00. so that is a difference of over \$300,000.00. Mayor, department heads, staff deserve a big kudo. By the time that the claims get to the council they are pretty much out there and spent and we will ask about them but about 9 times out of 10 we have to approve them, this is a big deal, a step in the right direction. Everyone should get a big thank you.

Mayor Gibson: I will give you a preliminary budget, obviously there will be some increases in utilities and fuel. There will be a modest raise proposed for all staff, but it will be an amount not a percentage. We have to do something with inflation, we do what we can. We really want to look at it. We do have the ARPA grant coming and that is basically going towards water storage and the leaks. BARSAs, gas tax. We will be looking at some one time only, we have some terrible streets here, Spring Street I would like you to all drive down that.

Dan Whitesitt: (from the audience) just got a message from Regina and budget numbers are due by August 20.

Mayor Gibson: Jenelle what we will do on September 8th. (Conversation back and forth with Mr. Whitesitt) by policy we have to give notice. We will have a meeting tomorrow to discuss. Call Regina tomorrow. Levies and the lighting districts. (Continued conversation with Mr. Whitesitt in the audience).

Councilmember Barker: we have a discussion/decision, are we making a motion on the recommendations.

Mayor Gibson: we did talk about this; I did not hear any issues of these recommendations. If someone would like to make a motion to follow through with the recommendations.

Councilmember Barker: I make a motion that the recommendations given to the town council for the fraud examination report.

Councilmember Michalson: 2nd.

Mayor Gibson: we have a motion and a 2nd, is there any public comment? Further discussion? Seeing none, Jenelle please call for the vote.

Councilmember Barker: aye.

Councilmember Brown: aye.

Councilmember Michalson: aye.

Councilmember Wolff: aye.

Mayor Gibson: motion passes 4-0.

5. Adjournment

APPROVE:

Steve Gibson, Mayor

ATTEST:

Jenelle S. Berthoud, Town Clerk



M. Sosa, Jr., Chief of Police
Stevensville Police Department
102 Main St. Ste D
Stevensville, Mt. 59870

To: Steve Gibson, Honorable Mayor, and the Town of Stevensville Town Council

From: M. Sosa, Jr., Chief of Police, Certified Fraud Examiner

Re: Examination of Potential Asset misappropriation

Date: 07/26/2022

I: Background

On January 27, 2022, I, M. Sosa, Jr., received information concerning separation pay (Severance Pay) that was paid out to five (5) individual employees upon their separation from employment with the Town of Stevensville.

Based upon this initial predication, a fraud examination was conducted, which included reviews of relevant records and interviews of appropriate individuals.

II. Executive Summary

The fraud examination commenced when it was discovered that Severance Pay was paid out to five (5) individual employees at the time of their separation from employment with the Town of Stevensville. At the time, Brandon Dewey was acting as the Financial Officer for the Town of Stevensville and was making the payroll for all employees.

I reviewed payroll for all Town of Stevensville employees and determined that the five (5) employees were the only individuals to receive this form of payment. Additionally, I found that the Attorney General for the State of Montana had previously entered a legal opinion that indicated that Severance Pay is not recognized in the State of Montana.

What was additionally discovered during the review of employee payroll was several other discrepancies that would require an entire review of both payables and receivables for the Town of Stevensville.

III: Scope

The objective of the Fraud investigation was as follows:

- Determine the existence of possible misappropriation of assets of The Town of Stevensville. The examination is predicated on separation pay (severance Pay) that was paid out to five (5) employees upon their separation from employment with the Town of Stevensville.

IV: Approach

Fraud Examination Team Members

M. Sosa, Jr., CFE

Procedures

As part of the examination of this matter, the Team took the following actions:

- A review of the separation pay (Severance Pay) for five (5) employees
- A review of Pay Rosters dating back to 2017
- A review of Vendors dating back to 2017
- A review of previous audits dating back to 2017
- A review of Bank Statements dating back to 2017
- A review of Claims for the Town of Stevensville dating back to 2017
- A review of Credit Card Statements for the Town of Stevensville dating back to 2017
- A review of pay notifications dating back to 2017
- A review of Brandon Dewey's pay dating back to 2017
- A review of Minutes and Agendas Concerning Brandon Dewey's Pay
- A review of the Outside Investigative Report concerning a claim submitted by Brandon Dewey
- A review of the Town of Stevensville Water Billing
- A review of the TIF Fund
- A review of the Lighting District Funds.
- A review of the Audit Report of the Stevensville Police Department reporting system

Individuals Interviewed: Individuals were interviewed in person by M. Sosa, Jr.

Sixteen individuals were interviewed during this fraud examination. Each individual revealed information that was relevant to the investigation. The names of these individuals will remain withheld from this Fraud Report for the integrity of the investigation that was turned over to the appropriate authorities.

V. Findings

Based on the documents reviewed, information collected, and interviews conducted during the fraud examination, the Team finds as follows:

Did the Fraud Examination Team determine the existence of a misappropriation of assets of the Town of Stevensville?

Yes, the documents, information reviewed, and interviews conducted by the Fraud Examination Team during the examination indicates that Brandon Dewey, did knowingly misappropriate funds to five (5) employees in the form of Severance Pay. This caused the Town of Stevensville to pay an additional \$50,000 in unemployment compensation because of this Severance Pay that was added onto the normal payroll. Brandon Dewey caused himself to be overpaid funds by changing his pay periods from the beginning to the end of the month and to a bi-weekly pay schedule. That Brandon Dewey caused the Town of Stevensville a loss of \$12,020,20 for almost a four-month period by processing a claim paid out to his Attorney without Council approval, and the funds were only repaid to the Town of Stevensville after being instructed to do so by the then Town Attorney Scott Owens.

Other losses to the Town of Stevensville were identified in various forms and cannot be revealed at this time to not compromise the integrity of pending criminal litigation. However, the additional losses identified have been documented and reported to the appropriate authorities.

VI: Summary

This report reflects that Brandon Dewey, a Former Mayor with the Town of Stevensville, in his capacity as a Public Servant did not maintain his fiduciary responsibility to guard the assets of the Town of Stevensville.

Information is corroborated by the documentary evidence and the interviews of other witnesses corroborate the remaining portion of this investigation as described herein.

VII. Impact to the Town of Stevensville

Over the course of four years as Mayor of the Town of Stevensville, Brandon Dewey misappropriated funds. Total restitution to the Town of Stevensville would be in the amount of \$48,156.56, which is not including the loss of the additional \$50,000 that the Town of Stevensville was responsible for in unemployment insurance.

Additional amounts were lost due to poor/loose controls of the Town Credit Card and have not been calculated in the above mentioned restitution amount.

It should further be noted that no overtime expenses were incurred as a result of this investigation and all costs were absorbed during the employees' normal work schedule. In the case of salaried employees, no additional compensation was offered in addition to the yearly salary amount. Had an investigation of this magnitude been performed as a forensic audit by an outside firm, the cost to the Town of Stevensville very well would have exceeded \$100,000.00

End Report

VIII: Recommendations

This fraud examination was conducted in collaboration with the Stevensville Police Department, and the investigation has been formalized into a more thorough police report with attachments, which have been forwarded to the appropriate authorities for possible criminal prosecution.

This full review of payables and receivables call for measures to prevent this from occurring in the future.

1. Tighter controls of the Town Credit Card – Previously every town employee had a credit card, and the possibilities of abuse were endless. This has since been corrected and only Department Heads have a town credit card. Additionally, each Department Head is responsible for supplying Purchase Orders with each receipt of purchases made.
2. It is recommended that the policy concerning food purchases be adhered to.
3. Keep/maintain the practice of purchase orders. Purchase orders identify the purpose of a purchase and connect that purchase to a specific department within the Town
4. Tighter controls of usernames and passwords. Previously it was a practice that usernames and passwords could/would be shared by employees. This practice is being eliminated.
5. Tighter controls of Payroll – Two factor authentication is being practiced with two actual individuals, instead of one individual inputting payroll and then logging in as a different user to verify payroll.
6. It is recommended that at least quarterly a roster of vendors be provided to Town Council and the Mayor for proper monitoring of additional vendors.
7. It is recommended that Town Policy be adhered to concerning payout at time of separation for all employees, including part-time and seasonal.
8. It is recommended that all fiscal matters be presented to Town Council during the Budgetary Process regardless of changes from the previous budget cycle.
9. It is recommended that separate yearly resolutions be made on each separate financial matter regardless of a change from the previous budget cycle.
10. It is recommended that Town Council entertain a separate motion and vote on each separate fiscal matter.
11. It is recommended that a separation of duties be implemented. Too much power and authority rests in the office of Director of Finance and Human Resources. The individual in this position is expected to perform the functions of payroll, PERS, Workman's Compensation, claims, monthly balancing, insurance claims, audit preparation, grant oversight, onboarding, separating

employees, etc....

All these duties have rested in one individual and when this individual was absent or the position was vacated, checks and balances were lacking. For this very reason it is imperative that a separation of powers and duties be done, and it is recommended that an additional person be hired at either full or part time status. The monthly reconciliation had not been done in excessive of two years, which is another indicator of why it is imperative to make this correction by having two individuals responsible for the duties of this one office.

File Attachments for Item:

b. Town Council Meeting Minutes 07/28/2022

**Stevensville Town Council Meeting Minutes for
THURSDAY, JULY 28, 2022, 7:00 PM 206 Buck Street, Town Hall**

CONDENSED MINUTES

1. Call to Order and Roll Call

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

2. Pledge of Allegiance

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

Mayor Gibson: just need to make an apology to the county treasure, I had my dates wrong. We will have them in on time.

NONE

4. Approval of Minutes

a. Town Council Meeting Minutes 06/23/2022

b. Town Council Meeting Minutes 07/14/2022

Mayor Gibson: approval of minutes for 6/23/22

Councilmember Barker: I make a motion to approve 6/23/22.

Councilmember Wolff: 2nd

Mayor Gibson: motion and a 2nd. Public comment or discussion? Seeing none, Jenelle please take the vote.

Councilmember Barker: aye.

Councilmember Brown: aye.

Councilmember Michalson: aye.

Councilmember Wolff: aye.

Mayor Gibson: passes 4-0

Mayor Gibson: approval of minutes for 7/14/2022.

Councilmember Barker: make a motion to approve 7/14/2022

Councilmember Michalson: 2nd

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

Councilmember Wolff: page 24, Mr. Michalson, the year needs to be 2015.

Mayor Gibson: public comment? Seeing none, Jenelle call for the vote.

Councilmember Barker: aye.

Councilmember Brown: aye.

Councilmember Michalson: aye.

Councilmember Wolff: aye.

Mayor Gibson: passes 4-0

5. Approval of Bi-Weekly Claims

a. Claims #17810-#17846

Mayor Gibson: introduced bi-weekly claims.

Councilmember Michalson: make a motion to approve

Councilmember Wolff: But there is a claim added #17847. 2nd the motion.

Mayor Gibson: motion and a 2nd. Council discussion? Public comment?

Councilmember Michalson: I would like to bring this up again. I had Pam run the totals from June through July and she came up with \$730,000.00 I went through and added up the July through December and it was \$1,053,000.00 for a difference over \$300,000.00. and I said it at the last meeting, and I will say it again because Pam is here, Pam, department heads, mayor and everyone else this shows fiscal responsibility even though some of it is pass through, we are going in the right direction. We have de congratulate department heads, mayor and staff for keeping the costs down and hope with this budget moving forward they will continue to do that.

Councilmember Wolff: I just wanted to say, I know that when I first started, I was questioning so many claims, it is a learning experience. But I have to say Pam gets this information to town council members early and if we have questions, we do contact her and get a response and I just really appreciate it, for example #17820 this time, CPA, this is the person that is working on the 20/21 audit. I just want residents to know that we are still questioning it, but we are getting advanced information to do so, and we are able to move things forward. #17822, another example, Montana Rail Link, \$100.00, but this is because the water line goes over the railroad easement. There are reasons for these charges, and I think that the public likes to know, thank you Pam.

Councilmember Michalson: just like Mayor said about the credit cards in the past meeting, in times past there were credit cards all over the place, and charges all over the place and now it is simple and broken down on one line, so thank you for that.

Mayor Gibson: any further discussion? Jenelle please take the vote.

Councilmember Barker: aye.

Councilmember Brown: aye.

Councilmember Michalson: aye.

Councilmember Wolff: aye.

Mayor Gibson: motion passes 4-0

6. Administrative Reports

NONE

7. Guests

NONE

8. Correspondence

NONE

9. Public Hearings

NONE

10. Unfinished Business

NONE

11. New Business

a. Discussion/Decision: Consent to the Mayor's Appointment of James Crews to the Police Commission Board

Mayor Gibson: introduced new business item a.

Councilmember Michalson: make a motion to approve.

Councilmember Wolff: 2nd

Mayor Gibson: motion and a 2nd. Public comment? Council discussion?

Councilmember Wolff: it is very obvious that James Crews has the qualifications, I see no reason to question this application.

Mayor Gibson: thank you, any further discussion, Councilmember Michalson.

Councilmember Michalson: I would like to add that, due to a paper shortage we had to leave a lot of his accreditation out (laughter from the audience).

Mayor Gibson: any further discussion, seeing none, Jenelle please take the vote.

Councilmember Barker: aye.

Councilmember Brown: abstained.

Councilmember Michalson: aye.

Councilmember Wolff: aye.

Mayor Gibson: passes 3 with one abstained.

b. Discussion/Decision: Award Morrison-Maierle to complete Master Plan for the Stevensville Airport

Mayor Gibson: introduced new business item b. Pam this is basically a pass-through grant?

Pan Sosa, Finance Officer: correct.

Mayor Gibson: it is not going to cost the Town of Stevensville any money, you have all had a chance to review. Is there any public comment? Seeing none, is there any further council discussion?

Councilmember Barker: I just want to say that the credentials that were put inside that proposal were incredible to read, the facts on where they started and how they became a company, for what we have for quality was astonishing.

Mayor Gibson: thank you, any other comment, seeing none, Jenelle please take the vote.

Councilmember Barker: aye.

Councilmember Brown: aye.

Councilmember Michalson: aye.

Councilmember Wolff: aye.

Mayor Gibson: 4-0

12. Town Council Comments

NONE

13. Board Reports

Councilmember Michalson: P&Z meeting Tuesday night. Elected Jim Tadvick as the chairperson. Finalized the subdivision policy and will put forth to MMIA and Leagues of Cities and Towns for their review. We will bring it to the council and public hearings in August. We will start with the growth policy next, meet with Pam to see if the \$10,000 grant money is still there. This is the town of Stevensville's policy. So, anybody out there get involved.

Councilmember Wolff: I would just like to mention I read a very nice article about the splash pad, it is community supported, but I need to say that my understanding is that our public works director Steve Kruse was involved in many of those planning meetings for that the town has paid some costs in that and will have long term maintenance costs. Costs will be on going and I think that Steve Kruse and his employees did a wonderful job and I wish that they would have been mentioned in the article so I will say it now.

14. Executive Report

Mayor Gibson: I agree, this is what our people are doing. August is going to be busy, budget. My intent is to have it approved by September 8th. If we have to have a special meeting we will, preliminary budget first. We will go through department by department and answer questions about their proposals. You might want to add or take away. I do not see any increases in the lighting districts, as far as the levies go, Jennifer said she would come to give an explanation on how they work. They are complicated some times and a lot of people don't know what they mean. What I understand is if you lower the levies, you have less revenues, you can raise the levies and it is more taxes on the taxpayer. My intent is to leave them where they are at. We will have to look at that.

15. Adjournment

APPROVE:

ATTEST:

Steve Gibson, Mayor

Jenelle S. Berthoud, Town Clerk

File Attachments for Item:

a. Claims #17848-#17879

08/09/22
15:12:57

TOWN OF STEVENSVILLE
Claim Approval List
For the Accounting Period: 8/22
For Pay Date: 08/12/22

Page: 1 of 5
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
17848		1758 Ramona Vance August 08/01/22 Police Office Lease August	1,000.00 1,000.00			1000 420100	530	101000
17849		1790 Taz Properties July22 08/01/22 Rent- July	300.00 300.00*			5610 430300	530	101000
17850		1436 Maureen M. O'Connor Monthly Compensation \$1500.00 08/01/22 Monthly Compensation	1,500.00 1,500.00			1000 410360	350	101000
17851		1758 Ramona Vance July 07/01/22 Police Office Lease July	1,000.00 1,000.00			1000 420100	530	101000
17852		1841 Overstreet Law Group General Matters/ Prosecution June 2022 July 22 07/15/22 Town Legal Services July 22 07/15/22 Prosecuting Atty Services	2,475.00 405.00* 2,070.00*			1000 411100 1000 410364	350 350	101000 101000
*** Claim from another period (7/22) ****								
17853		8 RAVALLI ELECTRIC CO-OP Power service connection- Airport 07/01/22 A- Power service connection	130.54 130.54			5620 430300	950	101000
17854		1754 Construct Montana, LLC July Invoice for Permit fees for Inspection/Consultation (80%) Permit Fees for Plan Review (20%)	840.90					
		1060 08/05/22 Building Inspections	720.40*			2394 420531	350	101000
		1060 08/05/22 Plan Review	120.50*			2394 420531	350	101000
17855		1845 Thomson Reuters-West 846755720 08/01/22 PD- Online/Software subscri	200.00 200.00			1000 420100	331	101000
17856		345 POOL & POND SUPPLY 934239 06/27/22 P- Pool chemicals/shock	280.00 280.00*			1000 460445	222	101000
17857		56 HAWKINS, INC. 6246379 07/25/22 P-chlorinator parts for pool	87.71 87.71			1000 460445	230	101000
17858		1653 MCKESSON MEDICAL - SURGICAL Medical supplies, Ambulance 58794326 06/30/22 FD- Med supplies Ambulance	58.59 58.59			2230 420730	220	101000

08/09/22
15:12:57

TOWN OF STEVENSVILLE
Claim Approval List
For the Accounting Period: 8/22
For Pay Date: 08/12/22

Page: 2 of 5
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
17859		53 SUPER 1 FOODS 06/28/22 WW-Distilled water	12.80 12.80			5310 430640	222	101000
17860		56 HAWKINS, INC. 6236400 07/13/22 P- Pool chemicals	342.90 342.90*			1000 460445	222	101000
17861		107 HACH CO. 13005179 08/01/22 WW- Treatment chemical suppl	254.74 254.74			5310 430640	222	101000
17862		1879 Torgerson's LLC Filters and Synthetic for Skid Steer P01007 06/30/22 PW-filters/synthetic skid stee	224.40 224.40			1000 430100	232	101000
17863		858 MILLER LAW OFFICE, PLLC Stevensville Water Right Matters	900.00					
		1254 04/15/22 Review Newfields permit app	450.00			5210 430530	352	101000
		1254 04/15/22 Phone calls w/Kruse DNRC	250.00			5210 430530	352	101000
		1254 04/15/22 Review permit files on well	200.00			5210 430530	352	101000
17864		1750 Redkey Refrigeration A/C repair for Town Hall Office	1,589.97					
		2596 08/04/22 A- A/C repair labor	576.00*			1000 411201	360	101000
		2596 08/04/22 A- 8 lbs freon	1,013.97*			1000 411201	360	101000
17865		1827 Pintler Billing Services Monthly maintenance fee	50.00					
		594 07/01/22 FD- Medical billing maint fee	50.00			2230 420730	350	101000
17866		1744 MMIA-Liability Program DR1005295 07/29/22 S- Insurance payment	228.02 228.02			5310 430610	510	101000
17867		33 NORTHWESTERN ENERGY	14,469.37					
		July 22 07/18/22 Special Lighting District	236.83			2430 430263	340	101000
		July 22 07/18/22 206 Buck 90% TH Facility	249.45			1000 411201	340	101000
		July 22 07/18/22 206 Buck 10% Bldg Dept	27.71			2394 420531	340	101000
		July 22 07/18/22 Peterson Add'n lighting	176.15			2420 430263	340	101000
		July 22 07/18/22 Dayton Add'n lighting	242.18			2410 430263	340	101000
		July 22 07/18/22 Maplewood Cemetery	10.04			1000 430900	340	101000
		July 22 07/18/22 Main St seasonal lighting	7.83			1000 430263	340	101000
		July 22 07/18/22 Orig Town street lights	231.49			1000 430263	340	101000
		July 22 07/18/22 ESH - 5th St. lights	418.36			1000 430263	340	101000
		July 22 07/18/22 5th St - Lange Park lights	33.35			1000 430263	340	101000
		July 22 07/18/22 Add'l Town lighting	151.83			1000 430263	340	101000
		July 22 07/18/22 MBF H20 plant	73.63			5210 430520	340	101000

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TOWN OF STEVENSVILLE
Claim Approval List
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Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	July 22	07/18/22 102 Main St pump #1	28.86			5210 430520	340	101000
	July 22	07/18/22 Riverside Cemetery IRR	312.65			1000 430900	340	101000
	July 22	07/18/22 Maplewood Cemetery	158.36			1000 430900	340	101000
	July 22	07/18/22 Sewer lift station W. Central	9.94*			5310 430620	340	101000
	July 22	07/18/22 Sewer trtmnt plant	3,002.21*			5310 430620	340	101000
	July 22	07/18/22 Truck garage South	40.96			1000 430100	340	101000
	July 22	07/18/22 L&C Yard Light	10.04			1000 460430	340	101000
	July 22	07/18/22 L&C Park Irrigation 5hp IRR	120.51			1000 460430	340	101000
	July 22	07/18/22 L&C Park Parking Lot	6.00			1000 460430	340	101000
	July 22	07/18/22 L&C Park Restrooms/Field ligh	48.19			1000 460430	340	101000
	July 22	07/18/22 214 Buck St. - H2O 25%	10.39			5210 430520	340	101000
	July 22	07/18/22 214 Buck St. - Sewer 25%	10.39*			5310 430620	340	101000
	July 22	07/18/22 214 Buck St. - PD 50%	20.77			1000 420100	340	101000
	July 22	07/18/22 3rd & Park	12.04			1000 430263	340	101000
	July 22	07/18/22 421 Airport Rd - SRE 50%	42.18			5610 430300	340	101000
	July 22	07/18/22 421 Airport Rd - FD 50%	42.18			1000 420422	340	101000
	July 22	07/18/22 Pool	972.06			1000 460445	340	101000
	July 22	07/18/22 MBF Well Field	6,664.74			5210 430520	340	101000
	July 22	07/18/22 MBF booster station	128.09			5210 430520	340	101000
	July 22	07/18/22 Creamery Park (223 Main)	45.76			1000 460430	340	101000
	July 22	07/18/22 102 Main Street D-PD	37.96			1000 420100	340	101000
	July 22	07/18/22 Dickerson Park	6.32			1000 460430	340	101000
	July 22	07/18/22 Water 157 Sewer Works Rd Depo	3.49			5210 430520	340	101000
	July 22	07/18/22 Sewer 157 Sewer Works Rd Depo	3.48*			5310 430620	340	101000
	July 22	07/18/22 Streets 157 Sewer Works Rd De	3.48			1000 430200	340	101000
	July 22	07/18/22 Crksde Mdws Lighting Dist #4	242.28			2440 430263	340	101000
	July 22	07/18/22 Crksde Mdws Lighting Dist #4	130.56			2440 430263	340	101000
	July 22	07/18/22 Stevensville Cutoff Rd Path	6.00			1000 430263	340	101000
	July 22	07/18/22 Twin Creeks Dist #5	416.01			2450 430263	340	101000
	July 22	07/18/22 300 Main St seasonal lighting	11.50			1000 430263	340	101000
	July 22	07/18/22 206 Buck Fire Dept Lighting	63.12			1000 411201	340	101000
17868		23 VALLEY DRUG AND VARIETY	63.73					
	538556	07/20/22 TH- Calender	12.99			1000 410550	210	101000
	538556	07/01/22 A- Shipping	17.80			5610 430300	320	101000
	538556	07/18/22 A- Copies	15.00			5610 430300	320	101000
	538556	07/27/22 F- Copies	17.94			1000 420410	320	101000
17869		20 Skagit Farmers Supply	29.99					
		07/19/22 P- Turf management supplies	29.99			1000 460430	220	101000

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17870		34 STEVENSVILLE HARDWARE AND RENTAL	324.00					
	07/21/22	P-stage repair	14.67			1000 460430	230	101000
	07/21/22	PW- hand tools	19.99			1000 430100	230	101000
	07/15/22	P- irrigation	38.85			1000 460430	230	101000
	08/01/22	P-Splashpad sign	44.29			1000 460445	230	101000
	06/14/22	P- pool repair supplies	95.96			1000 460445	230	101000
	06/15/22	P-pool supplies	35.92			1000 460445	230	101000
	06/14/22	WW-plant repair supplies	7.98			5310 430610	220	101000
	06/03/22	P- potting soil	16.95			1000 460430	220	101000
	06/16/22	P- flowers for TH windowboxes	49.39			1000 460430	220	101000
17871		29 STEVENSVILLE NAPA AUTO PARTS	83.19					
	694682	07/22/22 PW- Syn 15W50 QT oil	9.38			1000 430100	231	101000
	686153	07/15/22 PW- Electronic cleaner	18.98			1000 430100	231	101000
	685889	06/02/22 PW- Relay switch	50.84			1000 430100	231	101000
	689826	06/24/22 PD- windshield wiper fluid	3.99			1000 420100	232	101000
17872		1787 Valli Information Systems, Inc. Printer Lease July 2022	100.00					
	83649	07/31/22 Online monthly maintenance	75.00*			5310 430510	320	101000
	83649	07/31/22 OTC Monthly maintenance	25.00*			5310 430510	320	101000
17873		6 Eastside Ace Hardware	25.95					
	200018	07/01/22 PW- plumbing parts	25.95			1000 460445	220	101000
17874		85 CENTURYLINK	212.18					
	June 07/22/22	WWTP Internet #0185	68.58*			5310 430640	340	101000
	June 07/22/22	H2O Plant Phone #7132	68.99*			5210 430540	340	101000
	June 07/22/22	MBF Reservoir #9934	74.61*			5210 430530	340	101000
17875		16 MONTANA ENVIRONMENTAL LAB LLC	937.60					
	08/01/22	W-CCR Preparation	200.00*			5210 430510	355	101000
	08/01/22	S-Bod, E-coli & postage	368.80*			5310 430510	355	101000
	08/01/22	W-Bod, E-coli & postage	368.80*			5210 430510	355	101000
17876	E	852 CENEX FLEETCARD	3,462.82					
	Fuel for Town departments							
	242440CL	07/31/22 Fuel for Police	902.55			1000 420100	231	101000
	242440CL	07/31/22 Fuel for Fire Dept	648.08			1000 420460	231	101000
	242440CL	07/31/22 Fuel for Public Works	1,324.11			1000 430100	231	101000
	242440CL	07/31/22 Fuel for Airport	588.08*			5610 430300	231	101000

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17877		1659 CHS Mountain West CO-OP	455.86					
	July 22	07/01/22 PW- Fuel	278.59			1000 430100	231	101000
	July 22	07/01/22 FD -Fuel	177.27			1000 420460	231	101000
17878		1859 C&S Operations, Inc	240.00					
	Annual renewal							
	3480	08/01/22 W- Add'l users for Q ware	240.00			1000 430100	331	101000
17879		690 Core & Main LP	495.96					
	169309	07/29/22 W-water meter registers	495.96			5210 430550	238	101000
		# of Claims	32	Total:				
		Total Electronic Claims	3,462.82	Total Non-Electronic Claims		28913.40		

File Attachments for Item:

a. Airport

TOWN OF STEVENSVILLE AIRPORT ACTIVITY REPORT

8/4/22

JULY REPORT:

There is a lot going on with the airport however, most things are still in progress. Typically, I do not provide reports to council until there are concrete items to update everyone on. Keeping that in mind, I apologize up front for such a lengthy report and will do my best to summarize but find it necessary to give you a status update.

- 1 After months of going through our airport files and working directly with our tenants, Ravalli County Clerk and Recorders office and the County Department of Revenue to collect the most accurate and up to date tenant lease agreement and contact information, I can now say that our records are accurate and internal systems have been created so that our records don't ever fall by the wayside again.

2021 land lease and business/user fee invoices went out at the end of June. 2022 invoices will go out by the second week in August with an expected return by the end of September. The total amount invoiced for 2021 and 2022 is \$46,264.17. All tenants have been very patient, helpful, and understanding with the process to fix our systems.

- 2 Upon the Mayors request to look into the FAA's, AIPP program which would allow the revenue from the sale or lease of the airport to be used in the town, please see my findings below. The AIPP program is unique in that it's the only program that permits revenue generated by the airport to be used outside of it. Federal law prohibits the use of airport generated revenue to used outside of the airport.

After extensive research and multiple discussions with our airport engineering firm Morrison Maierle, the Montana Department of Transportation- Aeronautics Division, our local FAA Civil Engineer, and FAA Compliance Managers in Washington DC, the Town is eligible to apply for the Airport Investment Partnership Program. The program would allow the Town to either sell or lease the airport with the benefit to the town being that the proceeds from either a sale or lease could be utilized in the community. FAA representatives in Washington DC advise the following under each option.

With consideration to selling the airport, the FAA states that there is no airport sponsor in the United States to date that has ever successfully sold an FAA supported airport. The most significant reason is because of the complexity and cost to the sponsor to sell.

With consideration of a long-term lease under the program, the FAA recommends that the Town first apply for grant funding available up to \$750,000.00 that would be utilized for planning purposes required within the steps of the application.

While the FAA states that the program has improved, they admit that it still needs to be refined even further before it would be truly advantageous for the towns like ours. They stated that the Town is welcome to apply but to be aware of a few key points up front.

1. The process to pursue either option is extremely complex, expensive and there is no guarantee of a favorable outcome.
2. While there is \$750,000.00 in grant funding available, the town would need to match the funding by 10% and there is the possibility that more funding would be needed.
3. The process in either scenario could be quite lengthy. One representative stated that it could possibly take up to 5 years.

One very strong consideration they did note was that Stevensville seemed to be in a very good position to seek out public private partnerships that would mutually benefit the airport and the town by way of both direct and indirect revenue.

My recommendation would be that the town should not proceed with either option at this time until the program is revised to better suit the Towns goals. Given the programs complexity, initial grant match costs and lack of a guarantee I believe the risks are too high to the town. I do however agree that the Town should carefully consider partnerships that could be highly beneficial to both the town and the airport. We will be seeing a few of those potential opportunities in the near future.

- 3 Morris and Maierle and I will be beginning work on the new Airport Master Plan later this month. The project is anticipated to take two years to complete. An airport masterplan is like a blueprint for long term airport development.
- 4 One paralleling objective I set at the beginning of the year was to begin working on the towns FIRST EVER Airport Business Plan in July. In researching the history of the airport and then looking at it now, I can easily tell you that the airports biggest problem is the lack of a clearly defined path to its highest and best use. Some would argue that an airport economic development study or the airport master plan are the path to its success but that's simply not true. Historically the board has allowed the master plan to lead the direction of the airport. It should work the opposite way where a business plan is driving the master plan.

A good starting point for us without getting overwhelmed is to begin by looking at the Stevensville Airport Economic Analysis and Strategic Plan that was completed back in 2016 with a particular focus on the strategic plan. The process will be to review and update the strategic plan, which will in turn drive the business plan, which will drive the master plan. All three documents need to align. To do this plan right it could take us up to a year, possibly more to complete.

From my position I can tell you that it's extremely difficult to manage and make decisions for the airport without a clear end goal. And with all due respect it's probably just as difficult for town council to support the airport when they don't understand where it's going either.

I am currently in the pre planning stage of laying out the methodology and resources to be utilized so that I can provide them to town council in seeking approval to carry out the work of creating and implementing a strategic business plan.

- 5 With the ongoing increased demand for aircraft storage in Stevensville, we're seeing Missoula getting busier with airline and heavier traffic causing tenants to look for storage at friendlier airports. In Hamilton with the runway extension completed last summer came an influx of hangar development to the point they are currently full with nowhere to currently build more storage. The demand for aircraft storage in Stevensville remains high.

I am working with multiple parties who have an interest in building several hangars and other facilities at the airport. Once those parties are ready to present their projects, I will notify council.

Prospective projects like these have a major impact on the current airport master plan as well as the master planning set to begin. They also have a significant impact on CIP (Capital Improvement Planning) as those plans and allocated dollars will have to be adjusted to meet demand.

- 6 In early July we had a lightning strike on the field that caused a runway power outage. The strike caused significant damage to the system requiring Pavlik Electric to come and make repairs. The power has been restored however we are still experiencing some issues and are awaiting the systems manufacturers guidance to complete the fix.
- 7 Our biannual AWOS (weather system) inspection was completed in early July. There was no cost for the inspection as they were held accountable for failing to fix the system on their last visit. Issues with the system have been resolved. The last thing yet to be done is to send out the transponder for final adjustments. This will be

completed by the end of the second week in August. The only cost to us was for a one night hotel accommodation. We usually pay this for a routine inspection as part of their normal service.

- 8 I have been in close contact with the fire service out of Hamilton and they have been fairly slow however, with growing wildfires to the north and south of Stevensville it is anticipated that they will need to utilize Stevensville at some point between now and September.
Should they activate their lease here in Stevensville, I will notify the town and council directly and provide any necessary information

File Attachments for Item:

b. Building Department

MONTHLY REPORT
Building Department
 July 2022

<u>Permits Issued</u>	<u>Fees Collected</u>
<u>Building</u> (5 permits)	
1. NSFR	\$0
2. New Commercial Building	\$0
3. Renovation/Remodel	\$602.50
4. Demo	\$0
<u>Electrical</u> (2 permits)	
1. NSFR	\$0
2. New Commercial Building	\$0
3. Renovation/Remodel	\$177.00
4. Demo	\$0
<u>Mechanical</u> (1 permits)	
1. NSFR	\$0
2. New Commercial Building	\$0
3. Renovation/Remodel	\$50.00
4. Demo	\$0
<u>Plumbing</u> (1 permits)	
1. NSFR	\$0
2. New Commercial Building	\$0
3. Renovation/Remodel	\$44.00
4. Demo	\$0
Total permits issued: 9	Total fees collected: \$873.50
<u>Activities</u>	
<ol style="list-style-type: none"> 1. Inspections and consultations. 2. Active clearing or archiving old and expired permits, depending on age of activity. 3. Implement uniform strategies to increase records retention and accessibility thereof. 	
<u>Items of Interest</u>	
<ol style="list-style-type: none"> 1. Continued exploration of best ways to universally digitize records and day to day functions to be accessible across pertinent staff for greater efficiency. 	

Prepared by Jenelle Berthoud, Town Clerk

File Attachments for Item:

d. Fire Department



STEVENSVILLE FIRE DEPARTMENT

206 BUCK STREET

Activity Report – July 2022

Calls for the Month of July: 73

Calls for Stevensville Town: 24

Calls for Stevensville Rural: 46

Mutual Aid: 3

Medical Response: 51

Fire Calls: 19

Motor Vehicle Crash: 3

Total Calls: 73

Calls for the Year to Date: 355

Calls for Stevensville Town: 141

Calls for Stevensville Rural: 201

Mutual Aid: 13

Missed call: 0

Medical Response: 281

Fire Calls: 62

Motor Vehicle Crash: 12

Total Calls: 355

File Attachments for Item:

e. Police Department

**TOWN OF STEVENSVILLE
POLICE DEPARTMENT ACTIVITY REPORT**

July 2022

MONTHLY REPORT: July 2022 - Police Activity Report

Officers engaged in 1 traffic citations for the month of June. A slight increase was observed in suspicious incidents and traffic accidents, but overall calls for service were down, when compared to the previous year.

PROACTIVE POLICING, CALLS FOR SERVICE, and Investigations: Call for Service tallies do not include traffic citations, Traffic Warnings, Vacation Checks, Extra Patrols or Agency Assists

PERSONNEL WORKLOAD	1/22	2/22	3/22	4/22	5/22	6/22	7/22	8/22	9/22	10/22	11/22	12/22	Total
PATROL													
Arrests	1	0	6	2	2	0	2						13
Traffic Citations	2	7	4	4	3	6	1						27
Traffic Warnings	25	25	18	14	15	32	12						141
Calls for Service 2021	55	59	63	76	58	95	72	103	83	50	34	36	784
Calls for Service	59	66	69	48	60	67	66						434
INVESTIGATIONS													
Robbery/Homicide 2021	0	0	0	0	0	0	0	0	0	0	0	0	0
Robbery/Homicide	0	0	0	0	0	0	0						0
Assault 2021	0	0	0	1	1	1	2	1	1	1	0	0	8
Assault	0	1	0	0	1	1	2						3
Sex Crime 2021	0	0	0	0	0	0	0	0	0	0	0	0	0
Sex Crime	0	0	2	0	0	0	0						2
Burglary/Theft 2021	2	2	1	1	1	2	1	2	4	0	2	1	19
Burglary/Theft	4	0	4	2	2	0	0						12
Crim Mischief 2021	1	0	0	0	0	0	3	1	0	0	0	0	6
Crim Mischief	3	1	1	0	1	2	3						11
Fraud 2021	2	0	2	0	0	0	1	0	1	1	1	1	9
Fraud	0	0	0	0	1	1	1						3
Suspicious Incident 2021	0	0	3	3	1	6	3	1	7	6	0	2	32
Suspicious Incident	4	3	5	1	3	6	6						28
Disturbance 2021	2	2	6	5	2	2	10	5	3	1	1	3	42
Disturbance	4	6	3	3	4	4	0						24
Found Property 2021	0	0	1	0	1	2	1	1	0	0	0	1	7
Found Property	0	0	1	0	1	2	0						4
Traffic Hazard 2020	2	0	1	0	0	2	3	0	1	0	1	0	10
Traffic Hazard	0	0	0	0	2	2	0						4
Traffic Accidents 2020	0	0	0	0	2	1	3	4	2	1	0	0	13
Traffic Accident	0	0	3	2	3	2	5						15
Vacation Checks 2020	0	0	0	0	0	4	10	2	1	2	0	0	19
Vacation Checks	0	0	1	0	0	0	1						2
SPD AGENCY ASSISTS													
Ravalli County S.O	4	6	8	6	6	8	13						43

File Attachments for Item:

f. Public Works

WO Number	Type	Status	Description	Locations	Assigned To	Requester
001243	SCHEDULED	Completed	Hand water flower buckets on Main St and Creamery park	Town of Stevensville		Steve Kruse
001240	SCHEDULED	Completed	Monday Check all trash can sites for weekend use	Town of Stevensville		Steve Kruse
001235	SCHEDULED	Completed	Monthly Meter Reads entire distribution system	Water / Town of Stevensville	Cody Anderson Dustin Tribby Steve Kruse	Steve Kruse
001232	SCHEDULED	Completed	Monthly Meter Readings	Water / Town of Stevensville	Cody Anderson Dustin Tribby Steve Kruse	Steve Kruse
001224	SCHEDULED	Closed	Open and check condition of restrooms everyday	Town of Stevensville	Ian Murray	Steve Kruse
001222	SCHEDULED	Closed	Garbage removal and bag replacement	Town of Stevensville	Ian Murray	Steve Kruse
001212	CORRECTIVE	Closed	Water main tie in 1st Street rose Garden	Water / Town of Stevensville	Dustin Tribby	Steve Kruse
001207	SCHEDULED	Closed	Wednesday Manhole Inspection and degreasing and bio treatment	Town of Stevensville Wastewater / Town of Stevensville		Steve Kruse
001205	SCHEDULED	Closed	Influent and effluent DEQ sampling	23-Headworks Bldg / Wastewater / Town of Stevensville 39-UV Bldg / Wastewater / Town of Stevensville	Cody Anderson Dustin Tribby Glenn Bies	Steve Kruse
001199	SCHEDULED	Closed	Open and check condition of restrooms everyday	Town of Stevensville	Ian Murray	Steve Kruse
001198	SCHEDULED	Closed	Hand water flower buckets on Main St and Creamery park	Town of Stevensville		Steve Kruse
001197	SCHEDULED	Closed	Backup the SCADA Computer	Town of Stevensville Water / Town of Stevensville		Steve Kruse

WO Number	Type	Status	Description	Locations	Assigned To	Requester
001196	SCHEDULED	Closed	Monday Check all trash can sites for weekend use	Town of Stevensville		Steve Kruse
001194	SCHEDULED	Closed	Open and check condition of restrooms everyday	Town of Stevensville	Ian Murray	Steve Kruse
001192	SCHEDULED	Closed	Open and check condition of restrooms everyday	Town of Stevensville	Ian Murray	Steve Kruse
001189	CORRECTIVE	Closed	Bac-T monthly on Monday	Town of Stevensville	Cody Anderson Dustin Tribby	Steve Kruse
001184	SCHEDULED	Closed	Hose brush on headworks perforated plate screen		Cody Anderson Dustin Tribby Glenn Bies	Steve Kruse
001177	CORRECTIVE	Closed	Bring chlorine from wellhouse to pool and splashpad, pump pool first	Town of Stevensville	Dustin Tribby Ian Murray Tristen Murray	Steve Kruse
001176	CORRECTIVE	Closed	Pick up 650 pounds of silica sand from Pool and Pond supply Missoula for splashpad filter system	Town of Stevensville	Dustin Tribby	Steve Kruse
001175	CORRECTIVE	Closed	Tighten all fittings and unions at Splashpad pump room	Town of Stevensville	Dustin Tribby	Steve Kruse
001174	SCHEDULED	Closed	Open and check condition of restrooms everyday	Town of Stevensville	Ian Murray	Steve Kruse
001173	SCHEDULED	Closed	Wednesday Manhole Inspection and degreasing and bio treatment	Town of Stevensville Wastewater / Town of Stevensville	Cody Anderson	Steve Kruse
001169	SCHEDULED	Closed	Influent and effluent DEQ sampling	23-Headworks Bldg / Wastewater / Town of Stevensville 39-UV Bldg / Wastewater / Town of Stevensville	Cody Anderson Dustin Tribby Glenn Bies	Steve Kruse
001168	SCHEDULED	Closed	Open and check condition of restrooms everyday	Town of Stevensville	Ian Murray	Steve Kruse
001163	SCHEDULED	Closed	Backup the SCADA	Town of Stevensville		Steve Kruse

WO Number	Type	Status	Description	Locations	Assigned To	Requester
			Computer	Water / Town of Stevensville		
001162	SCHEDULED	Closed	Monday Check all trash can sites for weekend use	Town of Stevensville		Steve Kruse
001158	SCHEDULED	Closed	Mowing, weed eating and irrigation for all parks and cemeteries every week	Town of Stevensville		Steve Kruse
001157	SCHEDULED	Closed	Open and check condition of restrooms everyday	Town of Stevensville	Ian Murray	Steve Kruse
001156	SCHEDULED	Closed	Backhoe Status fluids/tires/air filter/filters/clean exterior and interior		Glenn Bies Ian Murray	Steve Kruse
001155	SCHEDULED	Closed	Hose brush on headworks perforated plate screen		Cody Anderson Dustin Tribby Glenn Bies	Steve Kruse
001154	SCHEDULED	Closed	Garbage removal and bag replacement	Town of Stevensville	Ian Murray	Steve Kruse
001153	SCHEDULED	Closed	Inspect all trees in all grids	Streets		Steve Kruse
001152	SCHEDULED	Closed	Open and check condition of restrooms everyday	Town of Stevensville	Ian Murray	Steve Kruse
001151	SCHEDULED	Closed	Ditch Maintenance	Town of Stevensville	Cody Anderson Dustin Tribby Ian Murray Steve Kruse	Steve Kruse
001150	SCHEDULED	Closed	Open and check condition of restrooms everyday	Town of Stevensville	Ian Murray	Steve Kruse
001149	SCHEDULED	Closed	maintenance jetting of St Mary's/5th Street/Masonic alley	43-Manholes / Wastewater / Town of Stevensville Town of Stevensville Wastewater / Town of Stevensville		Steve Kruse
001148	SCHEDULED	Closed	Wednesday Manhole	Town of Stevensville		Steve Kruse

WO Number	Type	Status	Description	Locations	Assigned To	Requester
			Inspection and degreasing and bio treatment	Wastewater / Town of Stevensville		
001146	CORRECTIVE	Closed	Replace encoder at Birdbox meter pit, use anchors to mount it as high as possible. Encoder is in box by sink in office	Water / Town of Stevensville	Cody Anderson Dustin Tribby	Steve Kruse
001145	CORRECTIVE	Closed	Inspect storm drain at Creekside, end of Birch Lane, this is a storm drain, not a catch basin, resident says it is plugged	Streets	Cody Anderson Dustin Tribby Glenn Bies	Steve Kruse
001143	CORRECTIVE	Closed	Pump CL2 at wellhouse	Town of Stevensville	Cody Anderson Dustin Tribby Glenn Bies Ian Murray	Steve Kruse
001142	SCHEDULED	Closed	Influent and effluent DEQ sampling	23-Headworks Bldg / Wastewater / Town of Stevensville 39-UV Bldg / Wastewater / Town of Stevensville	Cody Anderson Dustin Tribby Glenn Bies	Steve Kruse
001141	SCHEDULED	Closed	Inspect Mini Excavator			Steve Kruse
001138	SCHEDULED	Closed	Inspect skidsteer			Steve Kruse
001136	SCHEDULED	Closed	Mowing, weed eating and irrigation for all parks and cemeteries every week	Town of Stevensville		Steve Kruse
001134	SCHEDULED	Closed	Hand water flower buckets on Main St and Creamery park	Town of Stevensville		Steve Kruse
001131	SCHEDULED	Closed	Open and check condition of restrooms everyday	Town of Stevensville	Ian Murray	Steve Kruse
001129	CORRECTIVE	Closed	Order PH down	Town of Stevensville	Steve Kruse	Steve Kruse
001125	SCHEDULED	Closed	Hose brush on headworks perforated plate screen		Cody Anderson Dustin Tribby Glenn Bies	Steve Kruse

WO Number	Type	Status	Description	Locations	Assigned To	Requester
001124	SCHEDULED	Closed	Garbage removal and bag replacement	Town of Stevensville	Ian Murray	Steve Kruse
001121	SCHEDULED	Closed	Open and check condition of restrooms everyday	Town of Stevensville	Ian Murray	Steve Kruse
001120	SCHEDULED	Closed	Wednesday Manhole Inspection and degreasing and bio treatment	Town of Stevensville Wastewater / Town of Stevensville		Steve Kruse
001118	CORRECTIVE	Closed	Clean valve room and drying bed area	Town of Stevensville	Cody Anderson Glenn Bies Ian Murray Tristen Murray	Steve Kruse
001117	CORRECTIVE	Closed	Clean Lower shop	Town of Stevensville	Ian Murray	Steve Kruse
001116	CORRECTIVE	Closed	Wrap empty CL2 and Ortho barrels at well house, 3 pallets going back	11-Well Field / Water / Town of Stevensville	Ian Murray Tristen Murray	Steve Kruse
001115	CORRECTIVE	Closed	Fix cold water line in sink, mens room side of pool	Town of Stevensville	Cody Anderson Dustin Tribby Steve Kruse	Steve Kruse
001114	CORRECTIVE	Closed	Mow and weed eat at well house	11-Well Field / Water / Town of Stevensville	Ian Murray Tristen Murray	Steve Kruse
001113	CORRECTIVE	Closed	Pump CL2 and Ortho at well house	11-Well Field / Water / Town of Stevensville	Cody Anderson Ian Murray Steve Kruse Tristen Murray	Steve Kruse
001112	SCHEDULED	Closed	Influent and effluent DEQ sampling	23-Headworks Bldg / Wastewater / Town of Stevensville 39-UV Bldg / Wastewater / Town of Stevensville	Cody Anderson Dustin Tribby Glenn Bies	Steve Kruse
001107	SCHEDULED	Closed	Hand water flower buckets on Main St and Creamery park	Town of Stevensville		Steve Kruse

WO Number	Type	Status	Description	Locations	Assigned To	Requester
001105	SCHEDULED	Closed	Monday Check all trash can sites for weekend use	Town of Stevensville		Steve Kruse
001103	SCHEDULED	Closed	Open and check condition of restrooms everyday	Town of Stevensville	Ian Murray	Steve Kruse
001102	CORRECTIVE	Closed	Figure out reverse rotation on skid steer mower deck, or sharpen blades	Town of Stevensville	Cody Anderson Glenn Bies	Steve Kruse
001099	SCHEDULED	Closed	Put CL17 at Reservoir through cleaning cycle and clean			Steve Kruse
001096	SCHEDULED	Closed	Remove sediment/rags/rocks from in front of bar screen	23-Headworks Bldg / Wastewater / Town of Stevensville	Cody Anderson Dustin Tribby Glenn Bies Ian Murray	Steve Kruse
001093	SCHEDULED	Closed	Garbage removal and bag replacement	Town of Stevensville	Ian Murray	Steve Kruse
001092	SCHEDULED	Closed	Grrease perf screen and influent pumps		Glenn Bies	Steve Kruse
001081	CORRECTIVE	Closed	Splash pad sewer line air break	Town of Stevensville	Glenn Bies	Steve Kruse

TOWN OF STEVENSVILLE PUBLIC WORKS ACTIVITY REPORT July, 2022

UTILITIES REPORT

	<i>This Month</i>	<i>Last Month</i>
<i>Gallons Produced</i>	36,051,000	25,748,000

- 💧 Total Metered/Unmetered Usage
- 💧 Monthly, weekly and Annual reports to the state
- 💧 Monthly Meter Readings
- 💧 Unread Meters: 142
- 💧 Satisfied Permit reporting and testing requirements

Waste Water Treatment

	<i>This Month</i>	<i>Last Month</i>
<i>Gallons Treated</i>	6,895,742	6,280,088

- 💧 State Reports and EPA, weekly monthly and Annual samples taken and reports submitted.
- 💧 wasting to drying beds
- 💧 Bi-annual Bac-T test
- 💧 Satisfied Permit reporting, testing and regulatory requirements

○

OTHER

- 💧 Preemptive Sanitary Sewer Jetting in all Grids
- 💧 Meter reads and billing cycle
- 💧 2 Utility Tie Ins, 10K in infrastructure fees
- 💧 Splashpad completion, getting ready for inspection and licensing, extensive trouble shooting and component installation
- 💧 Street maintenance, potholes, sign installation and replacement
- 💧 Main Street sweeping schedule weekly early Friday mornings
- 💧 Garbage removal all grids
- 💧 National Night Out and Creamery support, stage and benches, power pedestals staged
- 💧 Operation of parks and rest rooms
- 💧 Ditch maintenance and planning for co-op covering of ditch
- 💧 Water and Waste plants rounds
- 💧 Bike path and Veterans irrigation repair
- 💧 Trouble calls, 3 sewer
- 💧 Utility Locates
- 💧 Storm drain maintenance, plan on vac truck in August

- 💧 Pool operations daily checks on equipment and staff, chemical testing
- 💧 2 3rd party contractor locates
- 💧 Meter replacements, received 25 meter registers, started swap[ing
- 💧 Hazard tree inspection and mitigation
- 💧 Flower pots and Main Street gardens
- 💧 Vehicle Maintenance
- 💧 Park building maintenance
- 💧 Meetings with Mayor and developers
 - Water distribution system repairs and improvements, large leak on 7th St, 120K a day, fixed
- 💧 Trouble Calls
- 💧 Cemetery locates and 2 burials
- 💧 Installation of UV system at Splashpad
- 💧 Lewis and Clark vandalism repair
- 💧 Pavillion maintenance and repair

File Attachments for Item:

a. Discussion/Decision: Park Ave. Sewer Main Change Order #1



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:	Steve Gibson
Second Person Submitting the Agenda Item:	J&J Excavating & Trucking Inc
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	08/11/2022
Agenda Topic:	Discussion/Decision: Park Ave. Sewer Main Change Order #1
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Choose an item.
If Approved, Meeting Date for Consideration:	08/11/2022
Notes:	

J & J Excavating and Trucking Inc.



PO Box 1068 Hamilton, MT 59840

406-961-1511 Office

406-961-4117 Fax

jjexcavating@montana.com (email)

jjexcavatingandtrucking.com (website)

August 4, 2022

Town of Stevensville

Attn: Town Council

Park Ave Sewer Main Change Order #1 Scope of Work Includes:

1. Additional traffic control for temporary street closure.
2. Additional 438 LF of asphalt saw cutting.
3. Deducted 746 SY of asphalt demo, prep for new asphalt, and asphalt paving.
4. Additional 13 days' time for excavation, installation, and backfill of new 8" sewer main.
5. Deduct (1) Manhole.
6. Additional 6 days' time for excavation, installation, and backfill of (3) manholes.
7. North Western Energy Pole holding truck and crew for (5) poles.

For the amount of: \$56,713.00

Total Add: \$68,965.00	Total Deduct: -\$12,252.00	Total Days Added to project: 19
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Mutual Understandings:

- North Western Energy must complete replacement of their distribution pole prior to start of project. The new distribution pole will be taller, which would help us get to the 10' minimum distance required in between our equipment and the lines.
- Project will be scheduled to start at a mutually agreeable time.

**SECTION 00500
AGREEMENT FORM**

This Agreement is dated as of the 15th day of October in the year 2021, by and between

Town of Stevensville, hereinafter called "Owner"
and

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

Article 1. WORK

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

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

Article 2. THE PROJECT

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

Park Avenue Sewer Main Extension

Article 3. ENGINEER

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

Article 4. CONTRACT TIME

4.01 Time of the Essence.

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

4.02 Days to achieve Substantial Completion.

- A. Notice to Proceed for The Work will be April 1, 2022. The Work will be substantially complete within 30 days after the date when the Contract Time commences to run as provided in paragraph 4.03 of the General Conditions.

4.03 Liquidated damages.

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

Article 5. CONTRACT PRICE

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

Article 6. PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments:

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

6.02 Progress Payments; Retainage:

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

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

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

6.03 Final Payment:

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

Article 7. INTEREST:

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

Article 8. CONTRACTOR'S REPRESENTATION:

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

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

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

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

Article 9. CONTRACT DOCUMENTS:

9.01 Contents

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

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

Article 10. MISCELLANEOUS:

10.01 Terms.

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

10.02 Assignment of Contract.

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

10.03 Successors and Assigns

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

10.04 Severability

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

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

This Agreement will be effective on October 15, 2021 (which is the effective date of the Agreement).

This Agreement shall not be effective unless and until concurred by Funding Agency's (if any) designated representative.

Owner Town of Stevensville Contractor J&J Excavating & Trucking Inc.

Brandon E. Dewey, Mayor

By Brandon E. Dewey
(Signature)

By _____
(Signature)

Attest _____
(Signature)

Attest _____
(Signature)

Address for giving notices:

206 Buck Street
Stevensville, MT 59870

Address for giving notices:

Phone No. 406-777-5271

Phone No. _____

FAX No. 406-777-4284

FAX No. _____

(CORPORATE SEAL)

(SEAL)

(If OWNER is a public body, attach evidence
Registration No. of authority to sign and resolution or other
documents authorizing execution of Owner -
service of process: Contractor Agreement.

Contractor

Agent for

(If CONTRACTOR is a corporation or
a partnership, attach evidence of
authority to sign.)

Owner's Designated Representative:

Representative: Name: Steve Kruse

Title: Public Works Director

Address: 206 Buck Street

Stevensville, MT 59870

Phone No.: 406-777-5271

FAX No.: 406-777-4284

Contractor's Designated

Name _____

Title: _____

Address _____

Phone No _____

FAX No _____



October 4, 2021

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

RE: Park Avenue Sewer Main Extension

Dear Mr. Dewey

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

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

Sincerely,
HDR Engineering

Coralynn L. Revis, PE
Project Manager

hdrinc.com

700 SW Higgins Avenue, Suite 200, Missoula, MT 59803-1489
(406) 532-2200

Town of Stevensville Park Avenue Sewer

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

Bid Item Breakdown

Item No.	Description	Mike Coleman	3 Rivers	J&J
1	Mobilization	\$ 53,227.20	\$ 25,000.00	\$ 1,490.00
2	Taxes Bonds	\$ 7,920.00	\$ 10,000.00	\$ 11,583.00
3	8 Inch Sanitary	\$ 142,299.90	\$ 142,650.00	\$ 82,908.30
4	4 Inch Laterals	\$ 6,473.40	\$ 8,000.00	\$ 4,489.20
5	Manholes	\$ 63,712.46	\$ 51,240.00	\$ 56,148.05
6	2 Inch Water Service	\$ 8,601.12	\$ 7,000.00	\$ 4,362.00
7	Pavement	\$ 69,695.52	\$ 12,000.00	\$ 68,021.25
8	Traffic Control	\$ 13,200.00	\$ 8,000.00	\$ 14,703.00
	Total	\$ 365,129.60	\$ 263,890.00	\$ 243,704.80



Coralynh L. Revis
Coralynh Revis, HDR Engineering, Inc.

NOTICE OF AWARD

Date of Issuance:

Owner: Town of Stevensville

Owner's Project No.:

Engineer: HDR Engineering

Engineer's Project No.: 10256142

Project: Town of Stevensville
Park Avenue Sewer Main Extension

Contract Name: N/A

Bidder: J&J Excavating & Trucking Inc.
Bidder's Address: 1004 Eastside Hwy., Corvallis, MT
59828

You are notified that the Owner has accepted your Bid dated September 30, 2021 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The Town of Stevensville Park Avenue Sewer Main Extension Project consists of the construction of approximately 1,290 linear feet of 8-inch PVC sanitary sewer, approximately 60 linear feet of 40inch PVC sanitary sewer laterals, associated manhole structures, a single water main tap and service, associated clearing, grubbing, and erosion control, and pavement restoration to the limits shown on the plans.

The Contract Price of the awarded Contract is \$243,704.80. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

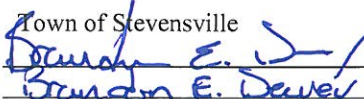
Five (5) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner five (5) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited. Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Town of Stevensville
By (signature): 
Name (printed): Brandon E. Dewey
Title: Mayor

Copy: Engineer

HDR Project No. 10256142

Town of Stevensville
Park Avenue Sewer Main Extension
EJCDC C-510 NOTICE OF AWARD 2018
00 51 10 - 1

SECTION 00300
BID FORM

PROJECT IDENTIFICATION:

Park Avenue Sewer Main Extension
Town of Stevensville, MT

THIS BID SUBMITTED TO:

Town of Stevensville
206 Buck Street
Stevensville, MT 59870

1.01 The undersigned Bidder proposes and agrees if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents, to perform and furnish all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid, and Instructions to Bidders, including without limitations those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents; other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>A-1</u>	<u>9/24/21</u>
<u>A-2</u>	<u>9/27/21</u>
<u>A-3</u>	<u>9/29/21</u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Bidder has carefully studied all (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Special Provisions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazard Environmental Condition, if any, which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and + conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

The Bidder certifies that no official of the Owner, Engineer or any member of such official's immediate family, has direct or indirect interest in the pecuniary profits or Contracts of the Bidder.

5.01 The Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE BID – SCHEDULE OF PRICES

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization	LS	1	\$ 1,490.00	\$ 1,490.00
2	Taxes/Bonds/Insurance	LS	1	\$ 11,583.00	\$ 11,583.00
3	8-inch Sanitary Sewer Installation	LF	1,290	\$ 64.27	\$ 82,908.30
4	4-inch Sanitary Lateral Installation	LF	60	\$ 74.82	\$ 4,489.20
5	Manhole Installation (4' Diameter)	EA	7	\$ 8,021.15	\$ 56,148.05
6	2-inch Water Service, Curb Stop and saddle connection to Main	LS	1	\$ 4,362.00	4,362.00
7	Pavement Restoration	SY	1,375	\$ 49.47	\$ 68,021.25
8	Traffic Control	EA	1	\$ 14,703.00	\$ 14,703.00
Total of All Bid Prices					\$ 243,704.80

Total Contract Price for All Bid Schedules, including all State and Local Taxes: in the amount of

Two Hundred Forty Three Thousand Seven Hundred and Four dollars
(words)

and Eighty cents
(words)

(243,704.80)
(figures)

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

6.01 Bidder agrees that the Work will be substantially completed and competed and ready for final payment in accordance with 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of the Bid:

A. Required Bid security in the amount of 10% of the maximum Bid price including alternates, if any, and in the form of a Bid Bond identified in the Instructions To Bidders.

8.01 The terms used in this Bid with the initial capital letters have the meanings indicated in the Instructions To Bidders, General Conditions, and the Supplementary Conditions.

SUBMITTED on September 30, 2021

HDR Project No. 10256142

Town of Stevensville
Park Avenue Sewer Main Extension
BID FORM
00300 - 3

(Date)

Montana Contractor's Registration # (if any) 3269

Employer's Tax ID No. 84-1426820

If BIDDER is:

An Individual:

(Name typed or printed)

By:

(Individual's Signature)

Doing business as:

Business Address:

Phone No.: _____ FAX No: _____

A Partnership:

(Partnership Name)

By: _____

(Signature)

(Name, typed or printed)

Business Address: _____

Phone No.: _____ FAX
No.: _____

A Corporation: J & J Excavating and Trucking, Inc
(Corporation
Name)

State of Incorporation: Montana

Type (General Business, Professional, Service, Limited Liability): Service

By: [Signature]
(Signature of person authorized to sign)

Title: President

Attest: [Signature]
(Signature)

Business Address: P.O. Box 1068
Hamilton, MT 59840

Phone No.: 406-961-1511 FAX No.: 406-961-4117

Date of Qualification To Do Business Is: 1987



(Corporate Seal)

File Attachments for Item:

b. Discussion/Decision: Contract Between Town of Stevensville and Robert Underwood to perform Financial Duties



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:	Steve Gibson
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	08/11/2022
Agenda Topic:	Discussion/Decision: Contract Between Town of Stevensville and Robert Underwood to perform Financial Duties
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Approved
If Approved, Meeting Date for Consideration:	08/11/2022
Notes:	

TOWN OF STEVENSVILLE

TEMPORARY INDEPENDENT CONTRACTOR AGREEMENT

This agreement (“Agreement”) is entered into between the Town of Stevensville (“Town”) and Robert Underwood (“Contractor”).

- 1. Purpose. The Town wishes to contract with Contractor on a temporary basis as a finance assistant.
- 2. Relationship of the Parties. Contractor is an independent contractor, not a Town employee.

Contractor acknowledges that all payments to him under this Agreement are gross payments and Contractor is responsible for payment of all taxes arising out of the performance of this Agreement, including but not limited to federal and state income tax, social security tax, and unemployment insurance tax.

- 3. Scope of Work. Contractor shall perform the following tasks: Financial duties as needed.
- 4. Reporting of Concerns. Contractor shall report any concerns or challenges with financial transactions or records to the Town Council and Mayor.
- 5. Compensation for Services. Town shall pay Contractor \$30 per hour for work performed within the scope of this Agreement. Starting August 12, 2022, through August 31, 2022. In no event shall the amount paid to Contractor exceed \$1,499 during the above stated date.
- 6. Duration of Agreement. This Agreement is a month-to-month contract. The Town will evaluate the continuation of the Agreement each month.
- 7. Termination of Agreement. This Agreement is terminable at any time by either party.
- 8. Entire Agreement. This Agreement constitutes the complete, entire, and final agreement of the parties with respect to the subject matter hereof, and shall supersede any and all previous representations, whether oral or written, with respect to the subject matter hereof.
- 9. Modification of Agreement. This Agreement can only be modified in a writing signed by both parties.

AGREED TO:

Steve Gibson, Mayor Date

Robert Underwood Date

-END-