

Formal Agenda
Bainville Town Council Meeting
Bainville Fire Hall
207 Duval Street

Monday January 10, 2022 at 7:00 PM

I. Call to Order

II. Pledge of Allegiance

III. Roll Call—Establish a quorum

___ Mayor, Toby Romo

___ Councilman, Nick Tester

___ Councilman, Matt Giese

___ Councilwoman, Carol Rasmussen

IV. Approve Agenda

V. Approval of Minutes dated December 13, 2021

VI. Treasurer's Report

- Clerk Rogers swore in Toby Romo, Carol Rasmussen and Nick Tester at a swearing in ceremony on December 30th, 2021. Matt Giese was sworn in on January 6, 2022. The Oath's of Office were signed, delivered to the county courthouse and recorded in the county clerk and recorder's office.
- Approve claims with checks dated January 10, 2022.
- Approve JV, UB Vouchers, Payroll slips.
- Review delinquent accounts.
- Update on the American Rescue Plan Act of 2021.
 - Discussion on possible projects for the ARPA Funding

VII. Public Comments or Formal Complaints on items not on agenda.

VIII. Department or Committee Reports

A. Public Works Report:

B. Roosevelt County Sheriff's Department Update

C. Court Report

F. Local Emergency Planning Committee

Meetings will be held quarterly with the next meeting being January 11, 2022 at 2:00 PM in Bainville at the Firehall.

IX. Old Business

A. Request from Allen Spencer of Dakotaland to deed over the property to the Town of Bainville in lieu of delinquent Water/Sewer account.

B. Approve and authorize the Mayor to sign a short form of agreement between owner and engineer for professional services with Interstate Engineering, Inc. for the Water Main Supply Line – Unaccounted Water Project in the amount of \$16,000.

X. New Business

A. Elect the president of the council, see Town Code: 2.04.050 & 2.04.060, MCA 7-4-4403

- B. Mayor appoints a Town Clerk-Treasurer, 2.08.010, MCA 7-4-4701
 - a. Recommend: The council perform an employee review on Clerk-Treasurer in the first week June of 2022, and make the appointment at the June 13th, 2022 meeting. This will give time for the new mayor and council to get to work with Clerk-Treasurer. Clerk-Treasurer is currently paid \$20/hour, 40 hour per week, there are vacation day and sick day benefits as outlined in Town of Bainville Personnel Policy Manual. This appointment will be a 4-year appointment.
- C. Mayor appoints a City Judge, 2.00.010
 - a. Recommend: Penny Hendrickson. The Town currently pays \$150/month
- D. Mayor appoints a Town Attorney, 2.00.010
 - a. Recommend: there is no current contract, I would like to put this out for bid & fill position by May 9th, 2022 for a 2 year contract (MCA 7-4-4602).
 - b. Review the contract with Roosevelt County for Attorney prosecution services. The Town currently pays \$500/month to Roosevelt County Attorney
- E. Mayor appoints Fire Chief. 2.10.010
 - a. Recommend: Appoint Lyle Lambert to be the fire chief for the Town of Bainville.
- F. Approve and authorize the Mayor to sign the Dakota Pump Annual Maintenance Agreement in the amount of \$700.00.
- G. Review the 2022 Town Council meeting dates and Holiday Schedule.
- H. **Resolution**—Adopt a resolution to approve First Community Bank of Montana and Edward D Jones signature resolution
- I. Update on Dorothy Crawley quiet title for 211 Clark Avenue East lot.
- J. Discuss Dry Prairie Public Hearing on water rate increase.
- K. Petition Roosevelt County to abandon County Road 1007 from the railroad crossing to Highway 2 by the cemetery.
- L. Review Ward Map revisions
- M. Review Montana Code Annotated in the number of council members per ward.

XI. Adjourn

Next meeting will tentatively be February 15, 2022 at 7:00 PM

Regular Meeting Minutes of December 13, 2021
Bainville Town Council

The Regular meeting of the Bainville Town Council was called to order at 7:30 p.m. by Mayor Dennis Portra at the Bainville Town Hall, 211 Clark Avenue East. Present were: Ron Butikofer, Dennis Portra and Matt Giese. A **quorum** was established. Also present were Clerk, Nikki Rogers; Public Works Director, Lyle Lambert; and City Attorney, Greg Hennessey. Guests included: Diane Panasuk, David Norton, Tim Lingle, Thomas Johnston, Cora Norton, Toby Romo, Jess Malkuch, Patti Malkuch, Deputy Colon, Darrell Rasmussen, Carol Rasmussen, Benjie Butikofer, Eric Newton.

Matt Giese moved to approve the agenda as submitted. Ron Butikofer seconded the motion. All voted in favor and motion carried.

Matt Giese moved to approve the minutes dated November 15, 2021 as submitted. Ron Butikofer seconded the motion. All voted in favor and motion carried.

Public Comment

Clerk Rogers thanked the outgoing Mayor Portra and Ron Butikofer for their service. She presented Mayor Portra with a plaque and Mr. Butikofer with a certificate.

Public Works Report

Lyle Lambert, Public Works, stated the water seems to be stabilizing between the water the Town is buying and amount the town is pumping for sewer.

Roosevelt County Sheriff's Report

Tim Lingle, Roosevelt County Sheriff's Office, introduced Deputy Colon. Mr. Butikofer asked about the budget problems in their office. Mr. Lingle said the budget issue is ongoing, but they are working it out.

Court Report—None

Legal Issues

Mayor Portra, Clerk Rogers, and City Attorney Hennessey were on a virtual conference with the County Commissioners regarding Resolution 182 Ward Boundaries. There are several issues with the resolution, and it did not satisfy the county. They would like to see a legal description of the town limit area. This item will be discussed more with the new Mayor and Council.

Policy/Ordinance Review—None

Local Emergency Planning Committee—No Update

Meetings will be held quarterly with the next meeting being January 11, 2022 in Bainville at the Firehall.

Old Business—None

New Business

A. New Permits:--None

B. **Resolution**—A resolution to declare certain days to shoot fireworks within Town limits.

Mayor and Council discussed the dates for the letting fireworks off during the Christmas and New Year holidays. They agreed on the dates of December 24, December 25, December 31,

2021 and January 1, 2022. Matt Giese moved to adopt a resolution to declare certain days to shoot fireworks within Town limits. Ron Butikofer seconded the motion. All voted in favor and motion carried.

- C. Final Agreement with Tom Johnston regarding the formally known as MacBain property located at 5862 County Road 405 South

Mayor and Council discussed this item with City Attorney Hennessy regarding the formally known as MacBain property located at 5862 County Road 405 South. Mr. Johnston has agreed to no hookups at the property for Water and Sewer. Matt Giese moved to approve the agreement with Tom Johnston regarding the formally known as MacBain property located at 5862 County Road 405 South. Ron Butikofer seconded the motion. All voted in favor and motion carried.

- D. Request from Allen Spencer of Dakotaland to deed over the property to the Town of Bainville in lieu of delinquent Water/Sewer account.

This item was tabled until the new year with the new Mayor and Council.

- E. Approve and authorize the Mayor to sign a short form of agreement between owner and engineer for professional services with Interstate Engineering, Inc. for the Water Main Supply Line – Unaccounted Water Project in the amount of \$16,000.

This item was tabled until the new year with the new Mayor and Council.

- F. Treasurer's Report:

- Approve claims with checks dated December 13, 2021.
- Approve JV, UB Vouchers, Payroll slips, Void Check #13097
- Review delinquent accounts.
- Update on the American Rescue Plan Act of 2021.
 - Discussion on possible projects for the ARPA Funding

Matt Giese moved to approved the Treasurer's Report. Ron Butikofer seconded the motion. All voted in favor and motion carried.

Matt Giese moved to adjourn the meeting at 8:15 PM.

Attest:

Approved By:

Nikki Rogers, CMC
Clerk-Treasurer

Dennis Portra
Mayor

Date: 1/7/2022
Time: 08:12 AM
Page 1 of 1

Roosevelt County Justice Court 2
Citations by Agency
Justice
All Case Types
From 12/1/2021 to 12/31/2021
All Revisions, All Statutes Selected

Agency: Bainville Police Department

Finding: None					
Citation	Issued	Charge	Plea	Fine	Case
A32396	12/31/2021	45-5-206(1)(a) [1st]	None	0.00	TK-755-2022-0000002
Partner Or Family Member Assault, Causing Bodily Injury To Partner Or Family I					
Officer: Colon, Centennial (CJ), BVPD					
Finding Totals: None			Citations:	1	Fines: 0.00
Totals for: Bainville Police Department			Citations:	1	Fines: 0.00
Report totals:			All Citations:	1	Fines: 0.00

12/09/21
15:04:59

ROOSEVELT COUNTY
Uncollected Taxes with Delinquents with Legals

Page: 1 of 1
Report ID: TX190F

Names from DAKOTALAND to DAKOTALAND
Interest Due as of 12/31/21

Tax ID	Name/Legal	Tax Sale Certificate #	Year	Tax Amount	Penalty	Interest	Total
506405195	DAKOTALAND BAINVILLE LLC MAIL TO: DAKOTALAND ND INVESTMENTS P O BOX 91108 SIOUX FALLS SD 57109-1108	10-Sub/Blk/Lot COMFORD ADDN (B/ / Twn/Rng/Sect 28N/58E /27 COMFORD ADD (BAINVILLE), LTS 1 2 3 4 & S35' OF LT 5 BLK 1 Geo: 4051-27-3-02-03-0000					
		2018000093	18	10,198.84	203.99	3,141.17	13,544.00
		2019000074	19	264.96	5.30	48.64	318.90
		2020000076	20	25,531.30	510.61	2,761.21	28,803.12
			21	33,209.99	661.10	280.54	34,151.63
		Total Due for Tax Payer		69,205.09	1,381.00	6,231.56	76,817.65
506405196	DAKOTALAND BAINVILLE LLC MAIL TO: DAKOTALAND ND INVESTMENTS P O BOX 91108 SIOUX FALLS SD 57109-1108	Sub/Blk/Lot COMFORD ADDN (B/ / Twn/Rng/Sect 28N/58E /27 COMFORD ADD (BAINVILLE), S PT OF WEST OUTLOT (UNNUMBERED 338' X 290'X 179' 20-Sub/Blk/Lot COMFORD ADDN (B/ / Twn/Rng/Sect 28N/58E /27 COMFORD ADD (BAINVILLE), S PT OF LT 1 BLK 2 Geo: 4051-27-3-01-01-0000					
			21	108.20	0.00	0.00	108.20
		Total Due for Tax Payer		108.20	0.00	0.00	108.20
506407579	DAKOTALAND BAINVILLE LLC MAIL TO: DAKOTALAND ND INVESTMENTS P O BOX 91108 SIOUX FALLS SD 57109-1108	10-Sub/Blk/Lot COMFORD ADDN (B/ / Twn/Rng/Sect 28N/58E /27 COMFORD ADD (BAINVILLE), S 35 FT OF LT 14 & ALL LT 15 BLK 1 Geo: 4051-27-3-02-01-0000					
			21	46.27	0.00	0.00	46.27
		Total Due for Tax Payer		46.27	0.00	0.00	46.27
# of Delq.	3	Grand Total		69,359.56	1,381.00	6,231.56	76,972.12

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

Town of Bainville (“Owner”) and

Interstate Engineering, Inc. (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows:

Water Main Supply Line – Unaccounted Water Project (“Project”).

Engineer’s services under this Agreement are generally identified as follows:

See attached Scope of Services Letter Dated November 24, 2021 (“Services”).

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within the following specific time period: If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer’s invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum*

- A. Owner shall pay Engineer for Services as follows:

1. A Lump Sum amount of \$16,000.00.
2. In addition to the Lump Sum amount, reimbursement for the following expenses: none

- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such

substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. 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 this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with

laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in

any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Definitions

- B. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- C. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or

imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments: Appendix 1, Engineer's Standard Hourly Rates, Scope of Services letter dated November 24, 2021

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Town of Bainville

Engineer: Interstate Engineering, Inc.

By: _____

By:  _____

Print name: _____

Print name: Jordan Mayer

Title: _____

Title: Project Engineer

Date Signed: _____

Date Signed: November 24, 2021

Engineer License or Firm's Certificate No. (if required):

PEL-EF-LIC-419

State of: Montana

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

211 Clark Avenue E
Bainville, MT 59212

PO Box 648, Sidney, MT 59270

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated _____.

Engineer's Standard Hourly Rates *(Revised 2/7/2021)*

ENGINEERS

ENG I	\$104.00 per hour
ENG II	\$137.00 per hour
ENG III	\$172.00 per hour
ENG IV	\$195.00 per hour
ENG V	\$213.00 per hour
ENG VI	\$236.00 per hour
ENG VII	\$250.00 per hour

SURVEYORS

SURV I	\$97.00 per hour
SURV II	\$110.00 per hour
SURV III	\$127.00 per hour
SURV IV	\$159.00 per hour
SURV V	\$179.00 per hour
SURV VI	\$199.00 per hour
SURV VII	\$214.00 per hour

PLANNERS

PLANNER I	\$83.00 per hour
PLANNER II	\$106.00 per hour
PLANNER III	\$138.00 per hour
PLANNER IV	\$165.00 per hour

TECHNICIANS

TECH I	\$69.00 per hour
TECH II	\$96.00 per hour
TECH III	\$119.00 per hour
TECH IV	\$136.00 per hour
TECH V	\$148.00 per hour
TECH VI	\$170.00 per hour
TECH VII	\$186.00 per hour
TECH VIII	\$208.00 per hour

ADMINISTRATIVE

ADMIN I	\$74.00 per hour
ADMIN II	\$84.00 per hour

INFORMATION TECHNOLOGISTS

IT I	\$135.00 per hour
IT II	\$185.00 per hour

EXPERT WITNESS

\$275.00 per hour

CONTINUED

CHARGEABLE EXPENSES

Subsistence.....	Actual cost	8 ½" X 11" Prints per Page.....	\$0.15 – black & white, \$0.50 - color
Travel Vehicle.....	\$0.58 per mile	11" x 17" Prints per Page.....	\$0.25 – black & white, \$0.50 - color
Survey Vehicle.....	\$0.68 per mile	24" x 36" Prints per Page.....	\$9.00
Aircraft.....	Actual cost	Mylar.....	\$3.00 per ft ²
Any But Ordinary First-Class Postage.....	Actual cost	ATV.....	\$75.00 per day
Subconsultant Services.....	Cost plus 10%	UTV.....	\$150.00 per day
Plat Certification per Certification.....	\$35.00	ATV / UTV with Tracks.....	\$125.00 / \$200.00 per day
Recordation per Monument.....	\$35.00	Snowmobile.....	\$200.00 per day

Cost of surveying materials, filing fees, drafting materials and other materials required for the job..... Cost plus 25%

Any and all sales and use tax, TERO or other special fees which apply to this contract.



November 24, 2021

Town of Bainville
211 Clark Avenue E
Bainville, MT 59212

Via Email: townofbainville@live.com

Re: Water Main Supply Line – Unaccounted Water Project
ie# S21-06-123

Dear Honorable Mayor and Council,

Thank you for the opportunity to present this proposal for civil engineering services to you in preparation of a future potential unaccounted water project in Bainville, Montana. Using the information we discussed, we have developed the following proposal letter with a breakdown of the proposed engineering fees for your project.

This proposal is to complete work for the topographic and location survey of the existing site along two designated alignments, prepare a base map of the project sites, and provide a probable opinion of project cost for both alignments to be utilized in a ARPA competitive grant application. Interstate Engineering will provide the following:

Task 1 – Topographic Survey, Base Map Preparation and Probable Opinion of Project Costs: Two Options

This task is to complete the topographical survey of the existing facility site as referenced above and develop a base map using AutoCAD Civil 3d. The following will be provided in the base map:

1. Survey data not to exceed a 100-foot grid will locations of important points of drainage features, streets, parking lots, sidewalks, approaches, benchmarks, etc.
2. Location and elevation of readily available existing public water and sewer utility features.
3. Note road surfaces and widths on or adjoining the property and surface material of all distinct areas of, and adjacent to, the property.
4. Location of trees, hedges, fences, and other above-ground features.
5. Location of readily available property corners and highway right-of-way monuments

A request for utility locates will be made via the Montana One-Call system. Marked utilities will be included in the base map. The base map will show the existing topography at one half-foot contour intervals, site improvements, and marked utilities. The accuracy of the utilities will be limited to the accuracy of the locate marked by others in the field.

An exhibit will be provided showing both preliminary routes. A probable opinion of project cost will be provided for both routes and presented at one (1) council meeting.

Professionals you need, people you trust



Town of Bainville Responsibilities:

1. Provide Water PER
2. Provide Record Drawings for 12" water main extension to MacBain Man-Camp
3. Locate water and sewer facilities during the one-call

The fee to complete Task 1 is \$16,000 lump sum.

This fee estimate is based on the Scope of Service detailed above. Should the scope change such that additional work is required to complete the Project, the Owner will be advised of the approximate additional fees required to complete the additional work. No additional work will proceed without prior Owner authorization.

This fee does not include:

1. Calculating/setting property corners or highway right-of-way monuments
2. Pickup survey should additional information be requested
3. Design engineering services
4. Bidding services
5. Construction engineering services

We look forward to providing you our professional services. Should you find this proposal acceptable, please sign the attached Short Form Agreement. Interstate Engineering will consider a signed agreement as our notice to proceed. If you have any questions or require additional information, please feel free to contact me at your convenience.

This proposal is valid for 10 days from the date of this letter.

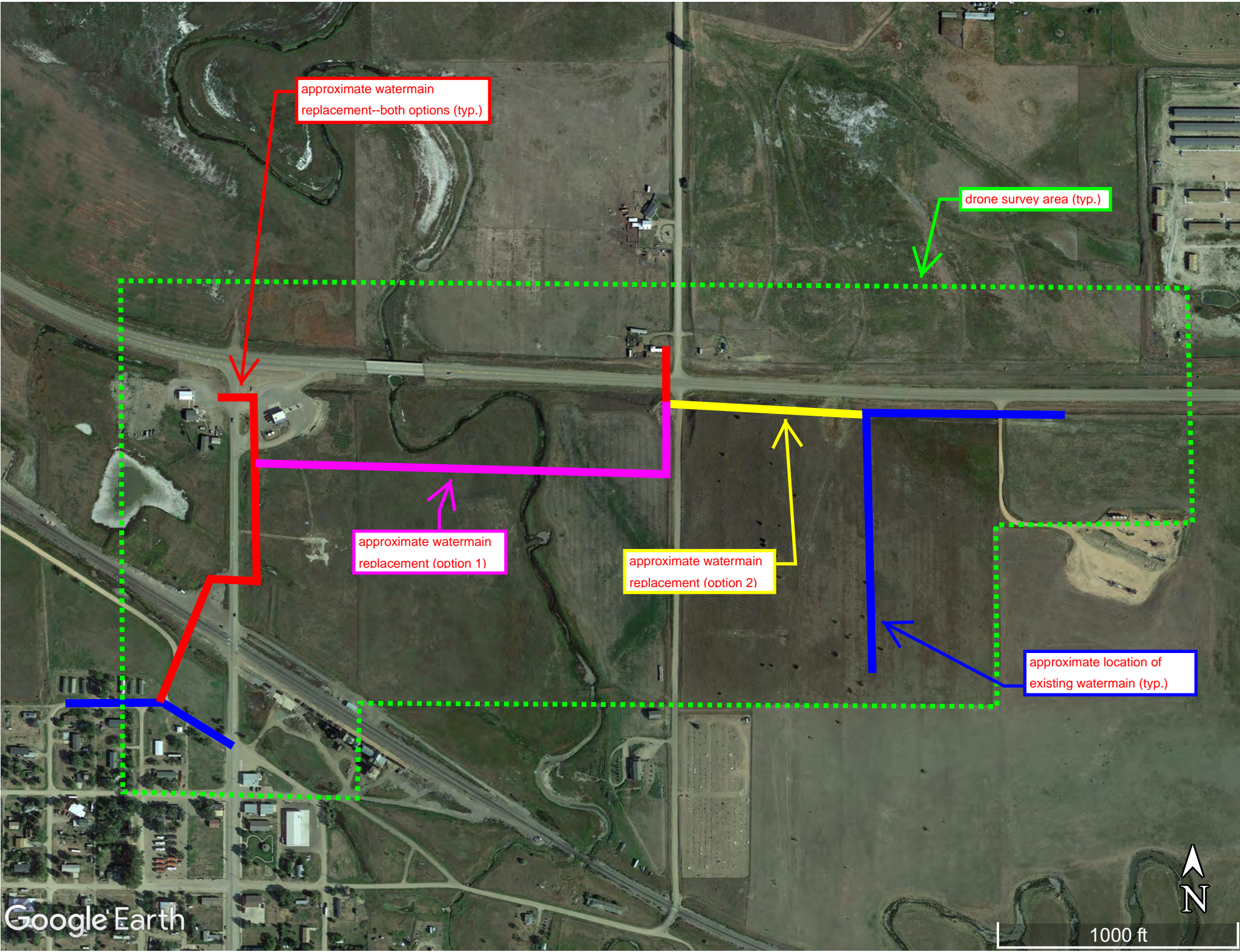
Respectfully Submitted,
INTERSTATE ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read 'JM Mayer', is written over the printed name.

Jordan Mayer, PE
Project Engineer

Encl: Exhibit A – Survey Area with Two Approximate Pipeline Alignments

Professionals you need, people you trust



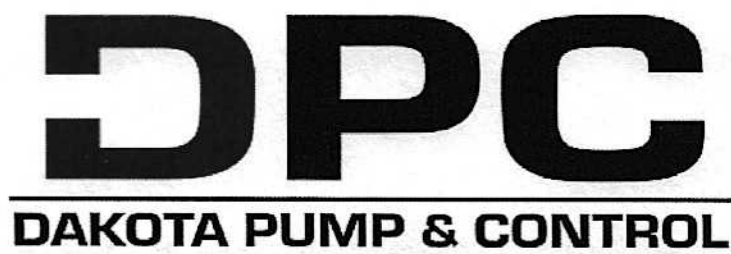
approximate watermain
replacement--both options (typ.)

drone survey area (typ.)

approximate watermain
replacement (option 1)

approximate watermain
replacement (option 2)

approximate location of
existing watermain (typ.)



705 QUADDEE DRIVE SW | PO BOX 725 | WATERTOWN, SD 57201
605.886.4672 TOLL FREE: 800.310.4672 FAX: 605.886.4674
www.dakotapumpandcontrol.com

2022 ANNUAL INSPECTION AGREEMENT

Station Name

<input type="checkbox"/>	Main Lift Station
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

Date of Last Inspection: 8/11/2021

Date: _____

Accepted By: Dennis Portra

Print Name

Signature

Title: _____ Email: townofbainville@live.com

Phone No.: 406-769-7000

City of: Bainville, MT

Bill To: City of Bainville

Contact On-Site: (Operator)

Name: Lyle Lambert

Print Name

Email: 112@nemont.net

Operator

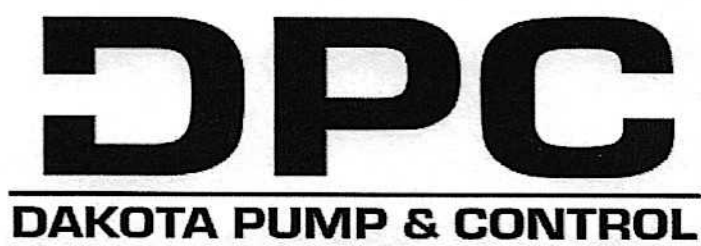
Phone No.: 406-769-2621

Cell No.: 406-769-7039

Able to receive text message: ____yes ____no

Total Cost: 700

Return Signed Inspection Agreement to the office address above.



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Thank you for allowing Dakota Pump & Control to serve you and your community! Enclosed with this letter is an Inspection Agreement for your review and approval.

Due to some confusion incurred with past Inspection Contracts, we have included a line on the form that states when your last inspection was completed by DPC. Be sure to verify that it's our service crew when they arrive. We are the only company that has the huge black **DPC** on the side of our white crane trucks. Don't let copycat imposters fool you into thinking they are DPC.

Inspections are a critical part of any systems Preventative Maintenance Program, helping to identify issues **before** they cause failure or down time. This allows potential problems to be dealt with on a scheduled basis, keeping costs down and your customers happy.

We are constantly looking for ways to improve this service and keep your cost as low as possible. For DPC to effectively provide this service, we will be doing these inspections when we are in your area.

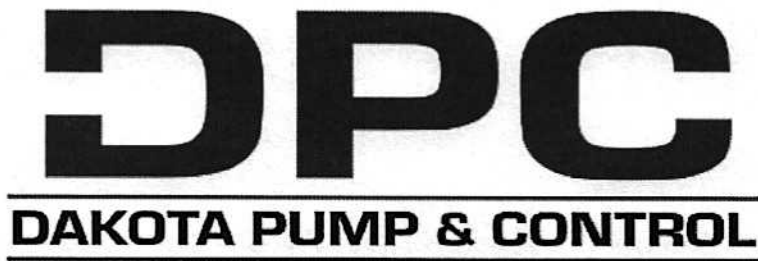
If you are interested in having DPC inspect your pumping equipment, please fill out the enclosed form and return to our office.

We are focused on continuing to provide you with excellent service, helping you keep your system in top running condition.

If you have any questions or concerns regarding this letter or our Inspection Program, please contact us.

Thank you!

Dakota Pump & Control
Service Manager
1-800-310-4672
dave@dpc.us.com



705 QUADDEE DRIVE SW | PO BOX 725 | WATERTOWN, SD 57201
605.886.4672 TOLL FREE: 800.310.4672 FAX: 605.886.4674

www.dakotapumpandcontrol.com

Annual Inspection Agreement

What is inspected:

The Inspection Agreement includes an authorized serviceman from Dakota Pump and Control, Inc. (DPC) performing the following inspections to your pump and control equipment:

SUBMERSIBLE STATION PUMPS

- *Includes labor and mileage
- *Inspection of impeller
- *Inspection of wear ring
- *Complete inspection of controls
- *Change oil
- *Log all info on pumps and controls
- *Amperage test

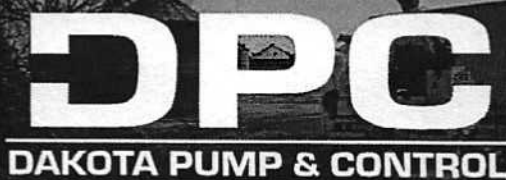
DRY-PIT STATION PUMPS

- *Includes labor and mileage
- *Inspection of impeller
- *Inspection of wear ring
- *Complete inspection of controls
- *Lubricate bearings
- *Log all info on pumps and controls
- *Amperage test

Upon inspection, should we find repairs needed, we will contact you immediately to discuss what steps should be taken to resolve the problem and to receive authorization to proceed with the repairs. It is understood that this inspection agreement does not include any materials or parts other than what is stated above under the appropriate category for your system. The above inspection is a once a year service, which does not include service calls or repairs required during normal operation or emergency repairs.

Owner understands and agrees that DPC is not responsible for special or consequential damages including loss of time, injury to persons or property or other consequential damages, incidental or economical, due to unit or equipment failure. DPC does agree to correct by repair or replacement any defects of material or workmanship installed under this inspection agreement which may develop under normal and proper use within 30 days. The owner must give DPC notice of such defects within 48 hours of such.

By taking advantage of this service, you will protect your investment by keeping your equipment in good operating condition, preventing major breakdowns, emergency action, and costly expenditures.



WHEN YOU NEED A PARTNER, CALL DPC

When it comes to maintaining a water or wastewater system, everything relies on you and your team. When challenges arise, or emergencies happen, you need a partner that is reliable, accountable, and has your best interest at heart. DPC wants to be that partner for you.

DPC provides complete lift station and booster pump station inspection and repair services. We offer preventative maintenance plans as well as on-demand service to ensure your equipment is operating at maximum performance.

Additional benefits include:

- Highly qualified service personnel
- Repairs on all pump brands
- Hoist trucks
- Control troubleshooting and rehabilitation
- Electrical engineer on staff
- Inspection agreements
- Pump performance verification in our on-site test pit
- OSHA-10 certified and OSHA Confined Space trained
- Warranty service center for Fairbanks, Hydromatic, Goulds, and more
- Complete rehabilitation for water and wastewater systems
- Fully equipped shop
- On-site welding
- Rental and loaner equipment available
- Stock lift station replacement parts
- Shaft alignment
- Vibration testing

24/7/365 SERVICE

Since 1965, DPC has been serving the Midwest's water and wastewater communities with our wide selection of equipment and friendly customer support. In that time, we have seen it all. Whether you are in the middle of an emergency or on the ground floor of a new project, our experienced staff is ready to help.



ADDRESS 705 Quadee Drive SW • PO Box 725 • Watertown, SD 57201

PHONE 605.886.4672 • 800.310.4672

FAX 605.886.4674

EMAIL info@dpc.us.com

WEBSITE DakotaPumpAndControl.com

Town Council Meeting Dates

Date	Time	Place	Proposed changes
Monday, January 10, 2022	7:00 PM	Firehall	
Monday, February 14, 2022	7:00 PM	Firehall	Mayor recommends changing to Tuesday, February 15, 2022
Monday, March 14, 2022	7:00 PM	Firehall	
Monday, April 11, 2022	7:00 PM	Firehall	
Monday, May 9, 2022	7:00 PM	Firehall	
Monday, June 13, 2022	7:00 PM	Firehall	
Monday, July 11, 2022	7:00 PM	Firehall	
Monday, August 8, 2022	7:00 PM	Firehall	
Monday, September 12, 2022	7:00 PM	Firehall	
Monday, October 10, 2022	7:00 PM	Firehall	Mayor recommends changing to Tuesday, October 11, 2022
Monday, November 14, 2022	7:00 PM	Firehall	
Monday, December 12, 2022	7:00 PM	Firehall	

Town Holiday Schedule

Saturday, January 1, 2022	New Year's Day
Monday, January 17, 2022	Martin Luther King Day
Monday, February 21, 2022	President's Day
Monday, May 30, 2022	Memorial Day
Monday, July 4, 2022	Independence Day
Monday, September 5, 2022	Labor Day
Monday, October 10, 2022	Columbus Day
Friday, November 11, 2022	Veteran's Day
Thursday, November 24, 2022	Thanksgiving Day
Friday, November 25, 2022	Heritage Day--Possible remove
Monday, December 26, 2022	Observance Christmas Day
Monday, January 2, 2023	Observance New Year's Day

RESOLUTION NUMBER XXX

RESOLUTION TO APPROVE FIRST COMMUNITY BANK OF MONTANA AND EDWARD D JONES SIGNATURE RESOLUTION

WHEREAS, it is necessary to assign powers to city officials for the execution of various actions with First Community Bank, Culbertson Montana, and Edward D. Jones

NOW, THEREFORE, BE IT RESOLVED by the Bainville Town Council that the town employees and elected officials named below are authorized to sign documents as provided therein and the attached bank resolution is approved.

Toby Romo, Mayor
Nikki Rogers, Clerk-Treasurer

PASSED AND APPROVED by the Town Council of the Town of Bainville, Montana, this 10th day of January, 2022.

Toby Romo
Mayor of the Town of Bainville

ATTEST:

Nikki Rogers
Clerk-Treasurer
Town of Bainville

(SEAL)

Member _____ moved and

Member _____ seconded the Motion and

the following voted in favor thereof:

and the following voted against the same:

Absent:

STATE OF MONTANA)
 : ss.
County of Roosevelt)

NIKKI ROGERS, Town of Bainville, Montana hereby certifies that the foregoing Resolution Number _____ was read, passed and approved by the Town Council of the Town of Bainville, Montana, at a regular meeting thereof held on the 10th day of January, 2022.

(SEAL)

NIKKI ROGERS
Clerk-Treasurer
Town of Bainville

Notice of Public Hearing

Dry Prairie Rural Water Authority will hold a public hearing at 1:00pm on Thursday, February 3, 2022 at the Culbertson Office located at 5808 Highway 16, Culbertson, MT to consider the following:

The Dry Prairie Rural Water Authority Board of Directors considers it necessary to increase the water rates for all users, and proposes to increase the rates and charges by increasing the base rate by \$3.00/EDU per month and the consumption rate by \$0.57/1,000 gallons with an effective date of June 1, 2022. Pursuant to Montana Law MCA 75-6-326 (3) a public hearing must be advertised and held to gather testimony and input regarding the proposed increase in water rates and charges.

If you have any questions or comments prior to the hearing, please contact Joni Sherman, General Manager at 406-787-5382.



A RESOLUTION OF INTENT TO INCREASE THE DRY PRAIRIE RURAL WATER AUTHORITY
RATES AND CHARGES TO BECOME EFFECTIVE JUNE 1, 2022 AND SET A DATE AND TIME
FOR A PUBLIC HEARING

Whereas, the water rates and charges that are in effect at the present time are not adequate to provide revenues to defray the costs of operation, maintenance, and replacement of distribution facilities for the Dry Prairie Rural Water Authority.

Whereas, the water rates were reviewed to insure that charges are reasonable and just by the Dry Prairie Rural Water Authority Board of Directors.

Whereas, the provision of the water systems and facilities is essential to the preservation of the public health and welfare and that the new rate must, before taking effect, be approved by the Dry Prairie Rural Water Authority Board after advertising and conducting a public hearing pursuant to the rules and regulations MCA 75-6-326.

Whereas, the current budgetary requirements with respect to the costs of operation, improvement, maintenance and repair of the system require that the rates become effective on June 1, 2022 contingent upon Board approval of the increase in rates at the February 3, 2022 Board Meeting.

Whereas, pursuant to Montana Law MCA 75-6-326 (3) the Dry Prairie Rural Water Authority Board of Directors have determined that a public meeting must be advertised and held to gather public testimony and input regarding the proposed increase in water rates and charges.

NOW, THEREFORE, BE IT RESOLVED BY THE DRY PRAIRIE RURAL WATER AUTHORITY BOARD OF DIRECTORS:

That the Board of Directors considers it necessary to increase the water rates for all users and proposes to increase the rates and charges per the attached Exhibit A rate schedule. Exhibit A is hereby incorporated into the Resolution for reference.

That a public hearing will be held on February 3, 2022 at the Dry Prairie Office in Culbertson at 1:00pm. The public hearing will be followed by the monthly Dry Prairie Board Meeting with Board discussion and a vote on the proposed water rate increase.

Notice of the hearing shall be published as provided by MCA 7-1-2121 in each county in which customers of the Authority are located. Notices shall be published twice, with at least 6 days separating each publication.

Additionally, the notice of the hearing shall be mailed to each rural customer and to the municipal governing bodies at least twenty-five (25) days and not more than forty (40) days prior to the hearing.

Introduced at a regular monthly meeting of the Board of Directors on December 9, 2021.

PASSED and APPROVED by the Board of Directors of the DRY PRAIRIE RURAL WATER AUTHORITY this 9th day of December, 2021

DRY PRAIRIE RURAL WATER AUTHORITY

Rich Knick
Chairman Rick Knick

EXHIBIT A

Dry Prairie Rural Water Authority 2022 Water Rate Increase Proposal

Present Rural Base Rate/EDU = \$37.83 per month

Present Town Base Rate/EDU= \$14.25 per month

Present Consumption Rate = \$1.50/1,000 gallons

The Dry Prairie Board agreed during the November 4, 2021 Board Meeting to increase all base rates by \$3.00/EDU and to increase the consumption rate by \$.57/1,000 gallons effective June 1, 2022.

June 1, 2022 Rates as Proposed

Rural Base Rate/EDU = \$40.83 per month

Town Base Rate/EDU= \$17.25 per month

Consumption Rate = \$2.07/1,000 gallons