

## **Stevensville Special Town Council Meeting Minutes**

**for THURSDAY, DECEMBER 18, 2025, 5:30 PM 206 Buck Street, Town Hall**

### **1. Call to Order and Roll Call**

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

### **2. Pledge of Allegiance**

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

Sue Devlin: why is the meeting tonight at 5:30 and most town council meetings are at 6:30?

Mayor Michalson: because most of our special town council meeting are at 5:30 or 6:00.

Sue Devlin, okay, thanks.

### **4. New Business**

a. Discussion/Decision: Mitigation Ponds Easement & Water Rights Transfer Agreement between the Town of Stevensville and Mr. Reeves

Mayor Michalson: introduced new business item a. Mitigation Ponds Easement & Water Rights Transfer Agreement between the Town of Stevensville and Mr. Reeves.

Councilmember Barker: I make a motion to discuss Mitigation Ponds Easement & Water Rights Transfer Agreement between the Town of Stevensville and Mr. Reeves.

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

Mayor Michalson: motion and a 2<sup>nd</sup>. Ross Miller.

Ross Miller, Waer Rights Attorney for the Town of Stevensville: I will do some history behind this. What we are dealing with, with this easement with Reeves is we are fixing what is a pretty considerable problem with a water right that was granted to the town of Stevensville in 2011 by DNRC. That water right specifically was for the new Twin Creeks subdivision. A condition on granting that water right was that the water use out of the Twin Creek wells would be mitigated and off set by mitigation water that would then be surface water rights that would be routed into a serious of ponds on what at the time was the developers property. Back then Twin Creeks subdivision was being done and was being developed by a man by the name of

Anderson. Anderson owned the property where the Twin Creeks development is situated and he also owned the property at which Reeves as since bought on which the three ponds in issues are situated. A condition on Stevensville granting that subdivision and DNRC granting that water rights permit at the time, again the water out of Twin Creeks would be mitigated or off set by this mitigation water that was to be put in the mitigation ponds. Those ponds and that mitigation system be transferred to the town, that permit was granted in 2011 and it is attached as Exhibit C to the easement, so we know what we are talking about. I can read on the abstract, it says "diversion under this permit may not commence until the aquafer recharge plant, that is the mitigation plan, is legally implemented. Diversion under this permit must stop at the aquafer recharge plant in the location in part". That actually never happened. And as I just read from the abstract that is legally required. What happened back in 2011 when DNRC granted that permit, the developer Anderson who of course was in agreement with this, the developer Anderson went bankrupt. The property that is now owned by Reeves at the time was owned by Anderson was foreclosed on , Missoula Federal Credit Union, and took over ownership. DNRC never followed up on it, so Stevensville has been in violation since that date. We became aware of this about 3 or 4 years ago, and we were working basically to fix this ever since. We then entered into negotiations with Reeves to acquire an easement to those ponds so that we would have legal access to those ponds, legal occupancy to those mitigation ponds, we are actually and there are three water rights that will be transferred to the town as well and those water rights were the towns back in 2011 when DNRC granted them. Those water rights are Exhibit B, part of this agreement is that those three water rights, the aquafer recharge water rights will be committed to the town of Stevensville. Cleaning up this dropped "balls" and mistakes that occurred in 2011 and has had the town of Stevensville in violation of Montana's Water Use Act ever since. So, this is something that the Town of Stevensville really has to do. It's the basically through negotiations and have arrived at a place to remedy this problem is with this easement. We have been working on it for a few years both sides have their interests, and it has not been an easy negotiation. Both sides understand that it had to get done and both sided protected their interests and both sides arrived at this negotiation and that is how we got where we are. That is a summary of the importance of it, basically I can answer any questions.

Mayor Michalson: do you want to bring the council up on what Cindy Brown brought up.



Ross Miller: sure, there was a question about, from Cindy Brown, that there is a loan that Reeves have on the property and Cindy brought up, which was a really good question, does the bank that holds the loan need to sign off on it? We received a copy of the loan document there are, the upshot is, going thoroughly through the loan document I don't see where Reeves would be out of compliance with this loan by granting this easement, in fact there is even language on the first page of the document that anticipates this kind of action where it says "the property together with all improvements now or here after erected on the property and all easements and fixtures and now and hereafter are the property" and then it goes on "all forgoing any easements that existed at the time or after, all forgoing are referred to as the property. " This happens all of the time and is a common occurrence that takes place. As action like this is prohibited in a loan document or there is provisions on how to handle it in a loan document it is not a violation of the loan, in my opinion. Reeves is the one that is taking on this responsibility and needs to review this with his attorney as well. Not being Reeves attorney but being the towns attorney when I read this I do not see a problem.

Councilmember Brown: in a foreclosure procedure it would have a higher lien priority then an easement that would be in a position under that, so because that document is already recorded we are coming in after the fact and there is a chance the easement could be nullified through a foreclosure procedure.

Ross Miller: I don't think that I agree with that.

Councilmember Brown: it is not that common, and it is one of the things that can happen.

Ross Miller: when I read this document I don't see the authority to do that granted to him.

Councilmember Brown: but it comes into play when a foreclosure happens.

Ross Milller: no, even on a foreclosure I do not see that being provided for in this document. Actually, the reality is that Reeves somewhat addressed all easements, improvements or additions now or here after are part of the property and the rest of the loan document refers to the property and the property with any of these here after easements are defined as the property in this document and any of the foreclosure language refers to the property. The property has been defined in this document as the property with current easements or easements here after. I think that is actually addressed in this document and I do not see any legal authority to

claw back this easement during foreclosure. That is my opinion when I read it, Mr. Reeves attorney is here and he has read it.

Del Post, Attorney representing the Reeves family: I want to thank Mr. Miller for the hard work that he has put into this, this is a long time coming he has been a real pleasure to work with, and this has not been a fight, he represents you and I represent the Reeves family. He called me with a fair agreement with what had happened. The Reeves less anything that you think that the Reeves are getting some huge windfall they are not they are getting a permanent perpetual easement to the town forever for the town to come on their property for the town to conduct its duties on the Reeves private property and that is a significant concession that they are making. They are conveying those water rights that are significant and valuable so, I hope that I can dispel the notion that the Reeves are gouging the town, they are not doing that they live here, they have been here a long time and care about this community, and they are important members of the community as well. If I could address Councilwoman Browns question, good question I agree with everything that Mr. Miller has said, there are states where what you are saying is true, I am not sure what your professional background is.

Councilmember Brown: it is my professional background and have visited with several foreclosure attorneys, which every seminar that you set through that is something that they drill into your head.

Del Post: and I think in other states that is a real thing, I am licensed in Arizona as well as Montana and in Arizona we have a different approach to this, but in Montana we have what we refer to and know is a lien theory state. Lien theory state and a mortgage title state the differences are huge, mortgage title states, which Montana is not, if you give a bank a mortgage on your property you do not actually have the title, you do not have a right to grant easements, sell it, you cant do anything with your property because you do not actually have the title to the property in a mortgage title state, in a lien theory state, and have been doing this for over 20 years as long as Ross has, and in Montana lien theory state and if you give a mortgage to a bank or a dead of trust like the Reeves did in this situation, the reeves still retain legal and ethical title to the property. That is why is you go to Montana Cadastral and you look to see who owns the real estate you are not going to see Farmers State Bank as the title holder you are going to see the Reeves as the holder of the property because they hold legal and ethical title and they can sell it, they can grant an easement and the only thing that they cant do they can do something that runs congruity to a contract or a mortgage document that has been granted. In this case



they have been granted a dead of trust to Farmers State Bank and if the terms of that dead of trust prohibited the Reeves from granting an easement then they would not be able to do it and what you are saying Councilmember Brown is exactly right, if the dead of trust prohibited them from conveying the easement, the easement that they would convey would be subject first to the more senior lien which is held by Farmers State Bank.

Councilmember Brown: what you say is correct, what I am saying is Farmers has a lien on the property and that is in the senior position and was recorded prior to our easement and if the bank would be willing to do an agreement to reverse that to put the easement in front of their dead of trust that would defiantly secure the towns position.

Del Post: I respectfully disagree with that; the dead of trusts is a financial lien a senior priority lien. The easement that is not a financial encumbrance it is an easement that encumbrance the property, but it is not the same as a financial encumbrance that is granted. I have done bankruptcy and have been doing this for a long long time the easement that is going to be conveyed to the town will be a preputial forever easement that can not be undone by a bank, or any other institution that may have an interest in the property, respectively that is my opinion and I am not trying to argue with you but again that is the law in the state and if you look at the dead of trust it actually says that "if an interest is conveyed to a third party" the only thing that Farmers State Bank can do is call the note due. So, if Farmers State Bank has a big conniption of what we are doing they have a right to call the note due and have the Reeves come in and pay off the note, which by the way the Reeves are more than happy to do but that is not going to happen here, the dead of trust does not give the bank the right to validate the easement.

Councilmember Brown: I am not saying that it does not invalidate the dead, but there is a chance that if something should happen down the road it could be a problem. and the town attorney Greg make any comments?

Mayor Michalson: no, I did not receive anything.

Del Post: respectfully again the Reeves are here at the convenience of the town, if the town wishes to make this deal, they are trying to make this deal they are not going to cram this deal down anyone's throat, it is a fair deal and again I want to thank the town for considering it, I want to thank Mr., Miller and other town staff for the good work that they have put into it. Thank you.

Ross Miller: I will follow that up from a practical standpoint even if the lender was to foreclose Stevensville would be in the exact same position with that lender that they are currently in with Reeves. The water right on the face of it must be mitigated with these water rights that are owned by Reeves, it says that on Exhibit B to this, it puts the town, one of the reasons that we were able to get this negotiated is because the town is in pretty much, and attorneys don't say this very often, the town is in a pretty much 100% bomb proof position to acquire these ponds by eminent domain. They are a public necessity, they are a legal public necessity proscribed by law, the water rights that are subjected to this, that are currently owned by Reeves and will be transferred. If you look at these water rights, the purpose of the water rights are for aquifer recharge. The only thing these water rights can legally be used for is aquifer recharge to mitigate the water rights owned by the town of Stevensville, Town Creeks water rights. That is the position that Reeves is in going into this deal. The town was sitting in a 100% bomb proof position to acquire title to these ponds and their domain, the problem and why Reeves was to negotiate was because the town, while the town knew for certain that the eminent domain proceedings were quiet high. And then you still would have had to go through that proceeding and that only gives the town the right to buy the property for fair market value and fair market value must be met. So, that would cost money and that is why utility easements always happen because public utility always have the right to eminent domain and if they do not know that already they come to know that, and that is why easements are negotiated instead of eminent domain proceedings because it is far cheaper and less cumbersome for everybody and in saying this even if the bank were to acquire this property through foreclosure in some way the town of Stevensville is still in the exact same position against the bank. We have a 100% bomb proof eminent domain. If the bank was to acquire this they would know that and they are not going to nullify this easement and all that would do would put the bank into an eminent domain lawsuit that they are going to lose. Again, I disagree with Councilmember Browns position I think the law as Mr. Post recited is reflected on the first page of this loan document where it talks about the property together with all easements. As on page 1, now and here after are part of this property. That is basically taking the lien theory for Montana and putting it straight into this document. That is the way that I see it, the main thing that I wanted to do was to let the town know what position they would be in in the unforeseeable future with this.

Councilmember Barker: I just have a question on. So, we give them what they want what happens 20-30 years down the road, and something happens to them how is that property going to be secured?



Ross Miller: easement is in perpetuity to any air that is assigned belongs to that property.

Councilmember Barker: so, we do not have to go through this same process again.

Ross Miller: absolutely not. That is why utility easements are run through out the entire state. For water, sewer, electrical, gas. They are sitting on property that they own or on property that has an easement. And those easements are in perpetuity and passed forward to the next owner and the public easements is something that I have done for a long time, I sat on the Mountain Water system in Missoula, we did easements everyday and were never made secondary to a mortgage.

Mayor Michalson: any other comments from the council before I turn it over to the public.

Councilmember Barker: can we ask how much is owed on the property?

Councilmember Brown: no, that would be something that is only available to the Reeves and that is it. I just want the public to know that, and Jenelle please correct me if I am wrong, so the town will be paying the Reeves \$25,000 cash and they are going to be granted nine equivalent hook ups that they will not be charged for the hookup fees but will be charged for the water and sewer and nine times how much, I kind of figured it out, correct me if I am wrong, \$50,000 for nine.

Jenelle Berthoud: I don't have that figure sitting in front of me, you came by and got that this afternoon.

Councilmember Brown: I just took the very last one and by nine. It is about \$50,000 that the town will not be receiving for hookups fees, the other thing is the Reeves property is outside the city limits, so they are not in our tax base, I just need people to know and have that information. I think that is all that I have for comments.

Councilmember Smith: doesn't it also say that the nine like a subdivision will not be able to be annexed.

Councilmember Brown: don't think it says that.

Ross Miller: Councilmember Smith I believe that you are right; the easement doesn't require annexation. Unless DNRC requires annexation. This pathway to get, right now Mr. Reeves property is outside the place of use Stevensville can't legally provide water to that property and to do that Stevensville would have to expand the legal space to provide water to the Reeves. In the easement it states if it is required by DNRC that the land must be annexed to give them water then the Reeves agree to

allow annexation if they want those hookups. If it does not require annexation, unless Stevensville is required by DNRC.

Councilmember Smith: if they don't annex in nine houses that are built there we do not get the tax revenue. We are perpetually paying for this.

Ross Miller: there lines the negation and the numbers that Councilmember Brown recited, the \$25,000 cash and the value of the nine hookups, we have had a number of those meetings with the town and Greg Overstreet was involved. Greg and I asked about the cost compared to a ballpark of triple those numbers, that is why both sides were motivated to negotiate. Believe me if eminent domain was even close to the numbers that we are talking about here I would have recommended eminent domain.

Councilmember Brown: one thing is that they will be paying for the water and sewer like everybody else it is just the hookup fees. And one other comment is with the new well stuff coming down and DNRC and the lawsuits it is getting pretty hard for developers to get things.

Ross Miller: it is, and for somebody that is my wheelhouse.

Councilmember Brown: more and more difficult.

Ross Miller: I have been doing this since 1989 as an engineer and since 2006 as an attorney and it has just gotten more difficult. Mr. Gibson could speak to that, I used to testify in the legislature in front of him over issues. Water rights are a problem and they are expensive. And again, there lines motivation to get this done.

Councilmember Smith: I think that I heard that Mr. Overstreet was involved in this as well. I am really kind of wondering why we didn't being in his contract have a written opinion from not only yourself but also Mr. Overstreet. It is really nice and I am grateful that you have explained this, but I did not take my (Cardizem, unclear word) so I might forget some of these things great to have it in writing because it should be and we are entering into a contract.

Ross Miller: I can tell you that this easement has been in the works and in draft form for at least a year. Greg has commented and reviewed this in writing numerous times, there are email chains between us and always been in agreement and he was very much a part of this process everything that we ever did went through Greg as well.

Mayor Michalson: public comment?



PUBLIC COMMENT:

Jim Battisti: I don't have a prepared statement I have a background in human health I am a scientist.

Councilmember Smith: can you address this direction please I have a hearing problem.

Jim Battisti: 201 Mission street been there for 21 years I have a background in science, and I am wondering how safe the water is specifically the ponds that people have been talking about, as I am sure you know Hamilton had a problem with this from a well. So, I am clear is this easement up Middle Burnt Fork and those old retaining vessels in the ground? We are talking about ponds that are used to refresh the aquifer so that it has enough volume. I am talking about perpetual licenses. When you test the water and it is not clean and has these chemicals in it and going to be dumping a bunch of stuff has this aquifer recharge source been tested for forever chemicals and the rest of them that we already know, the second thing is perpetual handshake agreement that is in the document it really doesn't or maybe it does the use of this in the future. A source of these forever chemicals come from sewage, we take the sewage solids that do not go into the river, we sell them or give them away to farmers that spread them around as fertilizer on their property, I know that there are a couple of places south of here that the water goes into the river from that stuff, so all of our concentrated poop from this plant gets spread on to people place, so is there anything providing that not happening for our aquifer recharge, is it being tested and is it safe for the future, thank you for your time.

Talon Ross: a clarification on the cost, sounds like \$25,000 plus roughly \$50,000 for a total of \$75,000 plus a loss of some connection fees.

Councilmember Brown: if you don't mind mayor, the connection fee is about \$50,000 for the hookup charges, say that someone was building a house in the town limits for one house on a ¾ inch line for water and sewer it just over \$5,000.00. So, we are giving that up which is not actually coming out of the towns coffers it is just something that we wont be seeing, lost revenue and the \$25,000 yes will be paid out.

Talon Ross: and the alternative, it sounds like roughly triple starting at 150-200.

Mayor Michalson: at least.

Talon Ross: it would be considerably more. Thank you.

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

Councilmember Bragg: aye.

Councilmember Barker: aye.

Councilmember Brown: prefer that we have a separate agreement with it but I know how important this is to the town I will have to vote aye.

Councilmember Smith: aye.

Mayor Michalson: passes 4-0

Mayor Michalson: with that we will take a short break to sign.

Councilmember Barker: I make a motion to adjourn for about 10 minutes.

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

Mayor Michalson: motion and a 2<sup>nd</sup>. all in favor.

“AYE”

Mayor Michalson: called the meeting back to order after a brief break.

b. Discussion/Decision: Resolution No. 577 a Resolution to Adopt the Stevensville Growth Policy 2025

Mayor Michalson: introduced new business item b. Resolution No. 577 a Resolution to Adopt the Stevensville Growth Policy 2025. The Planning and Zoning Board met on December 10<sup>th</sup> and after some changes were made they unanimously voted to bring the growth policy to the town council.

Councilmember Barker: make a motion to approve Resolution No. 577 a Resolution to Adopt the Stevensville Growth Policy 2025.

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

Mayor Michalson: motion and a 2<sup>nd</sup>. Discussion from the council?

Councilmember Brown: I want to thank John Anderson and Councilmember Smith for taking my concerns to the council the other day, I did notice that a lot of my questions were changed and modified, except for on page 111 on our agenda package the pinpoints are still down on the river bottom and that is information to the public. They still have those pinpoints down on the river bottom. That is miss information going out to the public, I know that everyone worked on this quite hard



and want to thank everybody for that. I just have a problem with the pinpoints being there.

Councilmember Smith: page 58, we have some repairs and what not that are specific, as Marylynn Wolff brought them up very pointedly that these kind of things should not be in a growth policy. these are specific projects that have to go through a whole process. For example, create a street maintenance plan, that was good, conduct paving on west 3<sup>rd</sup> street and on 2<sup>nd</sup> street and then there is conduct paving on the public alley behind First Security Bank and these are the kind of things that do not belong in a growth policy, and I would like those to be taken out and then we can discuss those projects and how they should be done. Page 115, extended zoning district, Resolution 144, April 3, 1997. It points out exactly what the extended zoning district is. It is going on East side HWY and 500 feet on each side and that is the district that is run by Stevensville because Ravalli County never had annexed it, or no they had given it to the town to regulate. I started to think do all of the members of the board actually live in this area of the town and I asked for some address here but never received it. so, I am at the point that I want to make sure that this is right and take this to our town attorney and have an opinion on this before I can actually go forward. I personally would like to move that we table this until at least the 22<sup>nd</sup> of January so we can have this looked into and when the board passed this up to the council was it legitimate.

Mayor Michalson: what part do you mean, board members?

Councilmember Smith: that do not live in the area. They do not live in the extended zone; we have a couple members that live outside.

Councilmember Barker: we have on file how the boards are to be set up they can be on those boards; these are in our board ordinances . We had boards in 2016, when we put this together that did not live in the city limits they are the urban areas.

Councilmember Smith: we also have a designation on what urban is.

Councilmember Barker: within ten miles.

Councilmember Smith: it is one mile.

Mayor Michalson: point of order, lets not go back and forth. I have a question why now after eight months are you bringing this up.

Councilmember Smith: I only saw it today.

Mayor Michalson: and number two we went through this and Gibson can attest to that when he was the mayor it had to do with Angela living outside the area, and we had to get an opinion from the county commissioners that we got in writing didn't we Jenelle. That stating that Angela was within the boundaries.

Councilmember Smith: that is what I would like to see, that is what my question is.

Councilmember Bragg: I would like to point out, like every other week, we were given this exact plan a week ahead of time and if you took this long to read it I would question whether or not you actually care especially for these people that spent months working on this, I read through it a week ago when it was sent to me.

Councilmember Smith: we do not need to hear this stuff.

Mayor Michalson: point of order.

Councilmember Smith: that is what it is a point of order.

Mayor Michalson: is there a motion on the floor to table it?

Councilmember Smith: I want a motion to table it until the 22<sup>nd</sup> until I get a legal opinion on this, I understand that it is already here, but I would like to see. Move to table.

Councilmember Brown: do you have that from the commissioners approving Angela. That can be provided to Councilmember Smith to review.

Councilmember Smith: would this be the same for anyone else that is living outside the urban area.

Jenelle Berthoud: (provided the letter from commissioners to the mayor) back in 2022 it was brought up in conversation and the council voted on the other person that lives outside the towns limits and that was Mr. Dwayne Gibson.

Councilmember Smith: it does not ask the specifics.

Mayor Michalson: a motion on the floor to table it until Mr. Smith has an answer. Do I have a second? Seeing none, motion fails.

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

#### PUBLIC COMMENT

Jim Battisti: I was not expecting this. Is there anything in the growth policy about the council? It is pretty obvious that there is trouble here, how long have you had to read this policy?



Councilmember Smith: the final draft was only given to us this week?

Jim Battisti: your quickness is allowable, whether or not people have a right to vote on this. How long have you been on the council for?

Councilmember Smith: 2 years.

Jim Battisti: 2 years, okay so I am surprised and disappointed that this council that I live in, you can't tell me my water is safe and they can't come to conclusions on simple things that they have had for how many months, give me a break, I would like to join this council to fix that is there a way to do that, not now because I am in the wrong area, so, if I got a little place out here that was 500 feet from the side of the road in ward two I could be on the council as long as it is within a mile or ten.

Councilmember Brown: there is a position open for a council, and you would have to live in ward two to run. So, there is a seat availed for ward 2 and the election was just done in November for the remaining four years in ward one and ward two. If you are in ward one there will be a seat available in two years or maybe before if we have people stepping down from council on a regular basis so there is always that possibility. It has been advertised in the newspaper for ward two.

Jim Battisti: I was concerned about the new administration that is why I initially showed up here now I live down the street, if this would be something way better to use my time than watch another football game, so I am going to show up and have the voice of the special people.

Mayor Michalson: any other comments from the public. Any comments from Dani.

Dani Arps: hi everybody, just want to thank everybody, they have spent a lot of energy and time getting comments from the public and comments from those that work for Stevensville. I just want to remind the council that I approached Jenelle about this project earlier this year and this project is fully funded by the Department of Commerce and the State Fund. This did not cost anything to the taxpayers of Stevensville; we hired Great West Engineering to do this. It is going to put Stevensville in a good position for grants. Hope everyone had a chance to read it through, thank you.

Mayor Michalson: thank you Dani.

Sue Devlin: who is she?

Mayor Michalson: Dani Arps with the commerce department she is the one that secured the \$30,000 grant for this she has come to the meetings and came to the

farmers market to push flyers about it. The P&Z Board has worked very hard, over eight months they have gotten very involved. I want to thank John Anderson, Angela Lyons, Tamara, Dwayne Gibson, I want to thank Jenelle for all of her work, keeping it all going around, the growth policy is a huge deal for any town, and it puts it way up on the ladder when securing loans and grants. We were so far down going on ten years.

Councilmember Barker: I want to make a point that we have worked very hard on this and the other thing, by getting legal advice from the town attorney would also cost more money, this is totally paid for, we owe nothing. And yes it is a legal, and it was passed in 2016 and was never brought in front of the attorney, I want to put it out there that it is legal and we have worked very hard at it and in eight months we put the information out there, it has been in the paper and brought in front of the council, I think that it has been very well put together and I thank them, Great West and the commerce and have had fun working with them.

Jenelle Berthoud: I need Kevin to read an addition for the airport that needs to be added. Brian Germane the airport manager went back and forth with Kevin from Great West Engineering about it and Kevin is going to read that.

Kevin Angland: Brian Germane gave the following statement to be added to the growth policy: The airport will soon see welcome improvements to its self-serve fueling system. The Town currently leases the existing 30-year-old fuel farm. In early 2025, the Town secured 100% funding for a brand-new, 12,000-gallon self-serve fuel farm. Construction is scheduled to begin in early 2026, with completion expected in the second quarter of 2026. This project represents a major win for the airport, as it will significantly increase overall fuel-sale revenue by eliminating the lease payments associated with the current system. Other major projects for 2026 include pavement maintenance and rehabilitation, all of which are being completed in accordance with FAA grant assurances and our Capital Improvement Plan. Looking ahead to 2027, the Town is developing a strategy to construct new Town-owned T-hangars. Rentable aircraft storage is in high demand nationwide, and particularly in our region. The rental revenue generated from Town-owned hangars would make a substantial and positive impact on the Airport's annual budget.

Mayor Michalson: any further comments from the council?

Councilmember Smith: my comment is, that I did not hear any of that.

Jenelle Berthoud: my apologies, not sure what has happened to the audio.

Councilmember Smith: does anyone have a summation to what he said?



Jenelle Berthoud: what Kevin talked about tonight is where we had some things in the growth policy when the Planning & Zoning Board adopted it the other night to pass on to you so Brian read through that again and wanted to make sure that the wording around the fuel farm and T-hangers and Brian provided him with more of an explanation on fuel farm and the process that the town would go through putting in T-hangers. You had mentioned it the other night at the meeting that it sounded more like it was in the works and going forth the wording that they are going to add to that is cleaning that up. Brian sent that information over to Kevin to update that.

Mayor Michalson: any further comments from the council? Seeing none, Jenelle please take the vote.

Councilmember Bragg: aye.

Councilmember Barker: aye.

Councilmember Brown: no because the pinpoints are off and do not like having that information go out to the public.

Councilmember Smith: aye.

Mayor Michalson:

## 5. Adjournment

Councilmember Smith: motion to adjourn.

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

**APPROVE:**



Jim Crews, Mayor

**ATTEST:**



Jenelle S. Berthoud, Town Clerk