

Town of West Yellowstone

Tuesday, July 19, 2022

West Yellowstone Town Hall, 440 Yellowstone Avenue

The Town Council work session/meeting will be conducted in person and virtually using ZOOM, connect at zoom.us or through the Zoom Cloud Meetings mobile app.
Meeting ID: 893 834 1297.

WORK SESSION

5:00 PM

FY 2023 Budget, Capital Improvement Plan

Discussion ∞

Sewer Lagoon Lease

Discussion

TOWN COUNCIL MEETING

7:00 PM

Pledge of Allegiance

Comment Period

- Public Comment
- Council Comments

Treasurer's & Securities Reports

Purchase Orders ∞ #6465 to Sprinter, LLC, compressor at Povah Center, \$7500.00
#6466 to Tri-State Excavating, road base and grader operation, \$10,966.00
#6467 to RDO Equipment, repair engine and axle leaks on 772G, \$14,261.09

Claims ∞

Business License Applications: Pappy's Spuds and More ∞

Consent Agenda: Minutes of the July 5, 2022 Town Council Meeting ∞

Town Manager & Staff Reports ∞

Advisory Board Reports

Public Hearing: Variance Request, Reduction of front yard setback, Rightenour ∞

ACTION ITEMS

Variance Request, Reduction of Front Yard Setback, Rightenour

Discussion/Action ∞

Site Plan Approvals: 321 Hayden, McBirnie
220 Madison, Swanson

Discussion/Action ∞

Health Care Services Agreement, Building Lease, Billings Clinic

Discussion/Action ∞

Memorandum of Agreement, Federal Land Access Program (FLAP) Grant

Discussion/Action ∞

West Yellowstone Bike Rodeo and Safety Fair, Outside Amplification Permit

Discussion/Action ∞

Sewer Lagoon Lease

Discussion/Action

Correspondence/FYI/Meeting Reminders

If viewing the agenda electronically, click the "∞" symbol to link to the associated documentation in the Town Council Packet.



Policy No. 16 (Abbreviated)
Policy on Public Hearings and Conduct at Public Meetings

Public Hearing/Public Meeting

A public hearing is a formal opportunity for citizens to give their views to the Town Council for consideration in its decision making process on a specific issue. At a minimum, a public hearing shall provide for submission of both oral and written testimony for and against the action or matter at issue.

Oral Communication

It is the Council's goal that citizens resolve their complaints for service or regarding employees' performance at the staff level. However, it is recognized that citizens may from time to time believe it is necessary to speak to Town Council on matters of concern. Accordingly, Town Council expects any citizen to speak in a civil manner, with due respect for the decorum of the meeting, and with due respect for all persons attending.

- No member of the public shall be heard until recognized by the presiding officer.
- Public comments related to non-agenda items will only be heard during the Public Comment portion of the meeting unless the issue is a Public Hearing. Public comments specifically related to an agenda item will be heard immediately prior to the Council taking up the item for deliberation.
- Speakers must state their name for the record.
- Any citizen requesting to speak shall limit him or herself to matters of fact regarding the issue of concern.
- Comments should be limited to three (3) minutes unless prior approval by the presiding officer.
- If a representative is elected to speak for a group, the presiding officer may approve an increased time allotment.
- If a response from the Council or Board is requested by the speaker and cannot be made verbally at the Council or Board meeting, the speaker's concerns should be addressed in writing within two weeks.
- Personal attacks made publicly toward any citizen, council member, or town employees are not allowed. Citizens are encouraged to bring their complaints regarding employee performance through the supervisory chain of command.

Any member of the public interrupting Town Council proceedings, approaching the dais without permission, otherwise creating a disturbance, or failing to abide by these rules of procedure in addressing Town Council, shall be deemed to have disrupted a public meeting and, at the direction of the presiding officer, shall be removed from the meeting room by Police Department personnel or other agent designated by Town Council or Town Manager.

General Town Council Meeting Information

- Regular Town Council meetings are held at 7:00 PM on the first and third Tuesdays of each month at the West Yellowstone Town Hall, 440 Yellowstone Avenue, West Yellowstone, Montana.
- Presently, informal Town Council work sessions are held at 12 Noon on Tuesdays and occasionally on other mornings and evenings. Work sessions also take place at the Town Hall located at 440 Yellowstone Avenue.
- The schedule for Town Council meetings and work sessions is detailed on an agenda. The agenda is a list of business items to be considered at a meeting. Copies of agendas are available at the entrance to the meeting room.
- Agendas are published at least 48 hours prior to Town Council meetings and work sessions. Agendas are posted at the Town Offices and at the Post Office. In addition, agendas and packets are available online at the Town's website: www.townofwestyellowstone.com. Questions about the agenda may be directed to the Town Clerk at 646-7795.
- Official minutes of Town Council meetings are prepared and kept by the Town Clerk and are reviewed and approved by the Town Council. Copies of approved minutes are available at the Town Clerk's office or on the Town's website: www.townofwestyellowstone.com.

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Capital Transfer Summary for Fiscal Year 2023

Project Name	Current Fiscal Year Transfer	Committed from Cash Available	Cost/Funding Goal	Funding Source
Streetlight Project set-aside (4000)	\$0	\$650,000	TBD	2100-521000-827 Resort Tax to 4000
Old Town Sewer Line Improvements Annual set-aside (5320)	\$300,000	\$900,000	\$10,000,000	5310-430630-937 Sewer Operating To 5320
Annual Set-aside 80-acre Sewer Infrastructure (5320)	\$300,000	\$1,200,000	\$10,000,000	5310-521000-820 Sewer Operating to 5320
Annual Set-aside 80-acre Water Infrastructure (5220)	\$300,000		\$10,000,000	5210-521000-820 Water Operating To 5220
Repave Town Streets (4075) <i>See pilot asphalt project on Obsidian on CIP for 13,250</i>	\$125,000	\$1,306,750	\$4,300,000	2100-521020-820 Resort Tax to 4075
80-Acre Development Fund (4030)	\$500,000	\$500,000		2100-521000-825 Resort Tax to 4030
Public Works Capital Equipment Fund (4060) 25% of allocation for FY 22 and FY 23	\$14,132	\$644		2820-521000-825 Gas Tas to 4060

Capital Improvement Summary Table for FY 2023-2027

ID Number	Purchase Date	Project Name	Total Project Cost	Current Fiscal Year Allocation	Committed from Cash Available	Amount still needed to fully fund	Funding Sources
A	FY 23	Lighting upgrade in Firehole Room of UPDH (1000)	\$25,700	\$25,700	\$0	Funded FY 23 Budget	RT Transfer 2100
B	FY 23	Mammoth Room Upgrade (4000) Task #11 (design for \$21,000)	1,000,000	\$1,000,000	\$245,300	\$699,161 Funded FY 23 Budget	RT Transfer 2100
C	FY 23	North/South streets and Grizzly Addition for crack sealing (2820)	94,024	\$94,024	\$44,180	\$49,844 Funded FY 23 Budget	RT Transfer 2100
D	FY 23	Casting Pond – Phase 1 Excavation & catch basins (4000)	\$79,000	\$79,000	\$79,000	\$0	RT Transfer 2100 WY Foundation
E	FY 23	Casting Pond – Phase 2 Concrete walkway around Casting Pond (4000)	112,674	\$112,674	\$50,000	\$62,674 Funded FY 23 Budget	RT Transfer 2100 WY Foundation
F	FY 23	Casting Pond – Phase 3 Aesthetics: Fence, Lighting (4000)	\$60,000	\$60,000	\$8,632	\$51,368 (27,326 FY 23 budget)	RT Transfer 2100 WY Foundation
G	FY 23	Sewer Line Repair Parkway A & B damaged sections (5310)	\$50,000	\$50,000	\$0	Funded FY 23 Budget	Sewer Fund 5310
H	FY 23	Test Asphalt Treatment to East Gibbon and Obsidian (4075)	\$13,250	\$13,250	\$0	Funded FY 23 Budget	4075 Street Construction Fund
I	FY 23	Volleyball Court in Pioneer Park (2212)	\$5,000	\$5,000	\$0	Funded FY 23 Budget	Donation
J	FY 23	Sewer and Water Line Installation behind DeLacy & Tennis Court (5310, 5210)	\$100,000	\$60,000 \$40,000	\$0 \$0	Funded FY 23 Budget	Sewer Fund 5310 Water Fund 5210
K	FY 23	Re-surface Tennis Court & Pickle Ball Court (4000)	\$20,000	\$20,000	\$20,000	\$0	RT transfer 2100

Capital Improvement Summary Table for FY 2023-2027

ID Number	Purchase Date	Project Name	Total Project Cost	Current Fiscal Year Allocation	Committed from Cash Available	Amount still needed to fully fund	Funding Sources
L	FY 23	Madison Add. Pump Installation Project to include back up pumps Construction-in-progress (\$3,204 spent) (5310)	\$38,204	\$35,000	\$0	Funded FY 23 Budget	Sewer Fund 5310
M	FY 23	Police Vehicle (4000)	\$56,300	\$56,300	\$0	Funded FY 23 Budget	RT Transfer 2100
N	FY 23	Well #5 – Facilities Planning Study (5210)	\$125,000	\$125,000	\$0	Funded FY 23 Budget	Water Operating Fund 5210
O	FY 23	Replace 936 Loader. (4060)	\$401,090	\$401,090	\$0	\$401,090	RT Transfer 2100
P	FY 23	Concrete sidewalk on N. Electric St. (2820) (Parkway D to Madison Apartments)	\$69,280	\$69,280	\$69,280	\$0	RT Transfer 2100 Gas Tax 2820
Q	FY 23	ADA Sidewalk Aprons 10 or 2 ½ intersections (2820)	\$68,040	\$68,040	\$68,040	\$0	RT Transfer 2100 Gas Tax 2820
R	FY 23	Replace Sprinkler System on Canyon Street (4000) WF Quote	TBD	\$20,000 (est.)	\$0	20K Funded FY 23 Budget	RT Transfer 2100
S	FY 23	New Railroad Well Building repairs (5210)	\$30,000	\$30,000	\$0	Funded FY 23 Budget	Water Fund 5210
T	FY 23	New Recorder/radio system update (2850)	\$30,000	\$30,000	\$0	Funded FY 23 Budget	911 Fund 2850
U	FY 23	RMS/CAD (2850)	\$120,000	\$120,000	\$0	Funded FY 23 Budget	911 Fund 2850
V	FY 23	Grader (4060)	\$303,849	\$303,849	\$0	\$303,849	RT Transfer 2100
W	FY 23	Vactor Truck (5310)	\$30,000	\$30,000	\$0	Funded FY 23 Budget	Sewer Fund 5310

Capital Improvement Summary Table for FY 2023-2027

ID Number	Purchase Date	Project Name	Total Project Cost	Current Fiscal Year Allocation	Committed from Cash Available	Amount still needed to fully fund	Funding Sources
X	FY 23	New Chlorinator residual readers (x2) (5210)	\$11,000	\$11,000	\$0	Funded FY 23 Budget	Water Fund 5210
Y	FY 23	New Mission SCADA controller in Well #4 (5210)	\$5,000	\$5,000	\$0	Funded FY 23 Budget	Water Fund 5210
Z	FY 23	Fire Hydrant replacement in Mad Add. (x3) (5210)	\$10,000	\$18,000	\$0	Funded FY 23 Budget	Water Fund 5210
AA	FY 23	New Server for Dispatch (2850)	\$18,000	\$10,000	\$0	Funded FY 23 Budget	911 fund 2850
AB	FY 24	Rails to Trails Corridor – Iris to Museum (4000) Town match of total project.	TBD	\$52,465	\$52,465	\$0	RT Transfer 2100
AC	FY 24	Restroom w/ Drinking Fountain at Tennis Courts (4000)	\$100,000	\$100,000	\$100,000		RT Transfer 2100
AD	FY 24	Construct Equipment Storage Barn	\$70,000	\$0			RT Transfer 2100
AE	FY 24	Synthetic Surface at Playground	TBD	\$0			RT Transfer 2100
AF	FY 24	Additional Accessibility Ramp at UPDH	\$7,500	\$0			RT Transfer 2100
AG	FY 24	Lighted Trail from Grizzly Ave. to Yellowstone Set-aside	\$100,000	\$0			RT Transfer 2100
AH	FY 24	Engineering for Interior Park Paving Project Construction in Progress (\$4,200 spent)	\$20,000	\$0			RT Transfer 2100
AI	FY 24	Replace Public Services 2008 GMC ¾ ton Pickup Truck	\$55,000	\$0			RT Transfer 2100
AJ	FY 24	Lead & Copper line inventory	TBD	\$0			Water Fund 5210

Capital Improvement Summary Table for FY 2023-2027

ID Number	Purchase Date	Project Name	Total Project Cost	Current Fiscal Year Allocation	Committed from Cash Available	Amount still needed to fully fund	Funding Sources
AK	FY 24	Mechanical Wastewater Treatment Plant	33,114,700	\$33,114,700		\$29,000,000	Sewer Capital Fund
AL	FY 25	Engineering & Other Studies to Relocate Public Services Shop	\$30,000	\$0			RT Transfer 2100
AM	FY 25	Build an Additional Million-gallon Water Tank	\$1,500,000				Water Capital 5220 Outside Financing
AN	FY 25	Skateboard Park Facilities	\$35,000				RT Transfer 2100
AO	FY 25	Well #5 – New well needed for full capacity	\$1,000,000				Water Capital 5220
AP	FY 26	Police Generator Structure Project	TBD				General Fund
AQ	FY 26	Interior Park Parking Lot (1 st of 8) (This cost represents ½ of a full interior park)	\$95,000				Gas Tax Fund 2820
AR	FY 26	Dunbar Park – Pathway Improvements, Irrigation System, Grass	\$12,500				RT Transfer 2100
AS	FY 26	Sewer Lagoon Fence	\$80,000				Sewer Fund 5310
AT	FY 26	New Ice Rink	\$70,000				RT Transfer 2100
AU	FY 27	Interior Park Parking Lot (2 nd of 8) (This cost represents ½ of a full interior park)	\$100,000				Gas Tax Fund 2820
AV	FY 27	Iris Street Park Project	\$50,000				RT Transfer 2100

Capital Improvement Summary Table for FY 2023-2027

ID Number	Purchase Date	Project Name	Total Project Cost	Current Fiscal Year Allocation	Committed from Cash Available	Amount still needed to fully fund	Funding Sources
AW	FY 27	Fountain in Pioneer Park	\$150,000				Donation
AX	FY 27	Summer Rec. Building/Warming Hut	\$300,000				RT Transfer 2100
AY	FY 27	Re-Face Old Firehouse	\$54,400				RT Transfer 2100
AZ	FY 28	Interior Park Parking Lot (3rd of 8) (This cost represents ½ of a full interior park)	\$110,000				Gas Tax Fund 2820
BA	FY 28	Surface the Frontier Trail	\$400,000				RT Transfer 2100
BB	TBD	Splash Park	TBD				RT Transfer 2100
BC	TBD	Interior Park Parking Lot (4th of 8) (This cost represents ½ of a full interior park)	\$120,000				Gas Tax Fund 2820
BD	TBD	Pave Obsidian St. between Geyser and Faithful Streets	TBD				Gas Tax Fund 2820
BE	TBD	Install Elevator in Town Hall	\$125,000				RT Transfer 2100
BF	TBD	Parkway Paving Project – Phase II	\$1,100,000				Gas Tax 2820 RT Transfer 2100
BG	TBD	Relocation of Public Services Shop					

Revised 7.15.22

4000 Capital Projects/Equipment

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	18-19	19-20	20-21	21-22	Budget	Rec.	Budget	Change	Budget	Budget

370000 Interest										
371010 Interest-Money Market	44	21	8	7	0	***%	_____	_____		0 0%
371020 Interest Earned -	140	631	24	327	0	***%	_____	_____		0 0%
371050 STIP Program	7,189	13,911	817	1,799	0	***%	_____	_____		0 0%
Group:	7,373	14,563	849	2,133	0	***%	0	0		0 0%
380000 OTHER FINANCING SOURCES										
383000 Interfund Operating	704,876	540,000		1,215,887	1,215,927	100%	912,368	_____	912,368	75%
Group:	704,876	540,000		1,215,887	1,215,927	100%	912,368	0	912,368	75%
Fund:	712,249	554,563	849	1,218,020	1,215,927	100%	912,368	0	912,368	75%

4000 Capital Projects/Equipment

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	%
		18-19	19-20	20-21	21-22	Budget	Exp.	Budget	Changes	Budget	Budget
410210	Administration & Town Clerk										
944	Transportation Equipment				40,000	40,000	100%				0 0%
	Account:				40,000	40,000	100%	0	0		0 0%
411240	Improvements										
920	Buildings	18,500				0	0%				0 0%
	Account:	18,500				0	***%	0	0		0 0%
420110	Law Enforcement Administration										
944	Transportation Equipment	49,153		48,908		0	0%	56,300		56,300	*****%
	Police Vehicle										
945	Communication Equipment			60,373		0	0%				0 0%
	Account:	49,153		109,281		0	***%	56,300	0	56,300	*****%
430200	Road & Street Services										
940	Machinery & Equipment	122,951	13,990			0	0%				0 0%
	Account:	122,951	13,990			0	***%	0	0		0 0%
430263	Street Lighting										
937	Improvements		32,441			650,000	0%	650,000		650,000	100%
	Set-aside achieved in FY 22 for street light project										
	Account:		32,441			650,000	0%	650,000	0	650,000	100%
431350	Building / Grounds Maintenance										
920	Buildings		103,339			0	0%				0 0%
	Account:		103,339			0	***%	0	0		0 0%
460430	Parks										
904	Sprinkling Systems - Park	6,263				0	0%				0 0%
920	Buildings					100,000	0%	100,000		100,000	100%
930	Improvements Other than B			3,600	935	53,400	2%	72,465		72,465	136%
	\$52,465 is the balance of the Rails to Trails project amount of \$53,400 budgeted last year; replace sprinkler system on Canyon St. (WF Quote) est. 20K										
936	Parks & Recreation Facili	6,124				20,000	0%	20,000		20,000	100%
	resurface tennis/pickle ball court										
937	Improvements					30,000	0%				0 0%
938	Street Light Equipment		20,979			0	0%				0 0%
943	Agricultural Machinery &	14,000				0	0%				0 0%
944	Transportation Equipment		33,020			0	0%				0 0%
	Account:	26,387	53,999	3,600	935	203,400	0%	192,465	0	192,465	95%
460432	Park Facilities										
357	Other Professional Servic		7,000			0	0%				0 0%
366	Buildings	3,879				0	0%				0 0%
	Account:	3,879	7,000			0	***%	0	0		0 0%

TOWN OF WEST YELLOWSTONE
Expenditure Budget Report -- MultiYear Actuals
For the Year: 2022 - 2023

4000 Capital Projects/Equipment

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		18-19	19-20	20-21	21-22	Budget	Exp.	Budget	Changes	Budget	Budget
460460	Historical Preservation										
366	Buildings	4,811				0	0%			0	0%
920	Buildings	25,573	115,231	266,176	29,000	300,000	10%	1,000,000		1,000,000	333%
	Mammoth Room Upgrade (1 million);										
930	Improvements Other than B		17,908	3,413	161	80,000	0%	219,000		219,000	274%
	Cast.Pond phase 1(79K), Cast.Pond phase 2 (112,674); Cast.Pond phase 3 (60K);										
	Firehole Room lighting upgrade has been budgeted in GF building budget.										
	Account:	30,384	133,139	269,589	29,161	380,000	8%	1,219,000	0	1,219,000	321%
521000	Interfund Operating Transfers Out - (Specify										
820	Transfer To Other Funds			607,519		0	0%			0	0%
	Account:			607,519		0	***%	0	0	0	0%
	Fund:	251,254	343,908	989,989	70,096	1,273,400	6%	2,117,765	0	2,117,765	166%

%

4030 80-acre Development

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	18-19	19-20	20-21	21-22	Budget	Rec.	Budget	Change	Budget	Budget
370000 Interest										
371050 STIP Program				480	480	0 ***%			0	0%
Group:				480	480	0 ***%	0	0	0	0%
380000 OTHER FINANCING SOURCES										
383000 Interfund Operating transfer in from RT				500,000	500,000	100%	500,000		500,000	100%
Group:				500,000	500,000	100%	500,000	0	500,000	100%
Fund:				500,480	500,000	100%	500,000	0	500,000	100%

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TOWN OF WEST YELLOWSTONE
Expenditure Budget Report -- MultiYear Actuals
For the Year: 2022 - 2023

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4030 80-acre Development

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		18-19	19-20	20-21	21-22	Budget	Exp.	Budget	Changes	Budget	Budget
430630	Collection and Transmission										
937	Improvements					500,000	0%	1,000,000		1,000,000	200%
	includes FY 23 RT transfer of \$500K										
	Account:					500,000	0%	1,000,000	0	1,000,000	200%
	Fund:					500,000	0%	1,000,000	0	1,000,000	200%

4060 Public Works Equipment Replacement

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	18-19	19-20	20-21	21-22	Budget	Rec.	Budget	Change	Budget	Budget
370000 Interest										
371020 Interest Earned -	3	2			0	0%				0 0%
371050 STIP Program	6	4	1	1	0	***%				0 0%
Group:	9	6	1	1	0	***%	0	0		0 0%
380000 OTHER FINANCING SOURCES										
383000 Interfund Operating					0	0%	14,132		14,132	****%
transfer in from GAS Tax Fund for 25% of the last two years' allocation from the state that can be used for purchasing equipment										
Group:					0	0%	14,132	0	14,132	****%
Fund:	9	6	1	1	0	***%	14,132	0	14,132	****%

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13:49:19

TOWN OF WEST YELLOWSTONE
Expenditure Budget Report -- MultiYear Actuals
For the Year: 2022 - 2023

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4060 Public Works Equipment Replacement

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		18-19	19-20	20-21	21-22	Budget	Exp.	Budget	Changes	Budget	Budget
430200	Road & Street Services										
940	Machinery & Equipment					0	0%	704,939		704,939	*****%
	Replace 936 Loader (401,090) (looking into leasing also); grader (303,849) (also looking into leasing)										
	Account:					0	***%	704,939	0	704,939	*****%
	Fund:					0	0%	704,939	0	704,939	*****%

4070 Parkway Construction/Mtn

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	18-19	19-20	20-21	21-22	Budget	Rec.	Budget	Change	Budget	Budget
370000 Interest										
371050 STIP Program	166	117	16	23	0	***%			0	0%
Group:	166	117	16	23	0	***%	0	0	0	0%
Fund:	166	117	16	23	0	***%	0	0	0	0%

4075 Street Construction /Maintenance

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	18-19	19-20	20-21	21-22	Budget	Rec.	Budget	Change	Budget	Budget
370000 Interest										
371010 Interest-Money Market	34	41	15	14	0	***%	25		25	****%
371020 Interest Earned -	479	149	33	211	0	***%	300		300	****%
371050 STIP Program	21,510	17,371	1,304	2,661	0	***%	2,000		2,000	****%
Group:	22,023	17,561	1,352	2,886	0	***%	2,325	0	2,325	****%
380000 OTHER FINANCING SOURCES										
383000 Interfund Operating	125,000			831,000	831,000	100%	125,000		125,000	15%
Back to \$125K annual contribution to set-aside										
Group:	125,000			831,000	831,000	100%	125,000	0	125,000	15%
Fund:	147,023	17,561	1,352	833,886	831,000	100%	127,325	0	127,325	15%
Grand Total:	859,447	572,247	2,218	2,552,410	2,546,927		1,553,825	0	1,553,825	

TOWN OF WEST YELLOWSTONE
Expenditure Budget Report -- MultiYear Actuals
For the Year: 2022 - 2023

4075 Street Construction /Maintenance

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		18-19	19-20	20-21	21-22	Budget	Exp.	Budget	Changes	Budget	Budget

430230	Road and Street -Highway Construction					1,320,000	0%	1,445,000		1,445,000	109%
931	Roads, Streets & Parking										
	Asphalt Treatment Pilot project on East Gibbon and Obsidian. P.O. #6458 for										
	\$13,250; \$1,431,750 set-aside for furture street repaving project										
	Account:					1,320,000	0%	1,445,000	0	1,445,000	109%
521000	Interfund Operating Transfers Out - (Specify										
820	Transfer To Other Funds			581,000		0	0%			0	0%
	Account:			581,000		0	***%	0	0	0	0%
	Fund:			581,000		1,320,000	0%	1,445,000	0	1,445,000	109%
											%
	Grand Total:	251,254	343,908	1,570,989	70,096	3,093,400		5,267,704	0	5,267,704	

P.O. BOX 1570

**TOWN OF WEST YELLOWSTONE
MONTANA**

PHONE: 406-646-7795

FAX: 406-646-7511

info@townofwestyellowstone.com

PURCHASE ORDER 1000 - 411255 - 350

Date 7-08-22

Ship Via

Order No. 006465

Department PUBLIC WORKS

TO: SPRINTER LLC

ADDRESS:

PLEASE FURNISH THE TOWN OF WEST YELLOWSTONE WITH:

Quantity

Description

REPLACE COMPRESSOR ON TURBO AIR FREEZER
AT POWAH CENTER \$ 7,500.⁰⁰

\$ 3,750.⁰⁰ TOWN'S PORTION

\$ 3,750.⁰⁰ SENIOR LUNCH

Authorized By 

Estimated Cost \$ 7,500.⁰⁰

Requested By: 

VENDOR COPY - White OFFICE COPY - Canary

SPRINTER SQUARED LLC

130 N 4090 E
RIGBY, ID 83442 US
(208) 313-5859
justin@sprinterheating.com

Estimate

ADDRESS
Brian Benike

ESTIMATE 1023
DATE 07/07/2022

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Sales	Estimate to remove refrigerant and replace the compressor on the reach in cooler, vacuum the system down and refill, test and set the charge Roughly 500 in freight that is included in the price and the compressor has a 30 day lead time once ordered			7,500.00
TOTAL				\$7,500.00

Accepted By

Accepted Date

P.O. BOX 1570

TOWN OF WEST YELLOWSTONE MONTANA

PHONE: 406-646-7795
FAX: 406-646-7511

info@townofwestyellowstone.com

PURCHASE ORDER 1000-430200-357

Date 7/08/22

Ship Via

Order No. 006466

Department PUBLIC SERVICES

TO: TRI-STATE EXCAVATING

ADDRESS:

PLEASE FURNISH THE TOWN OF WEST YELLOWSTONE WITH:

Quantity

Description

89

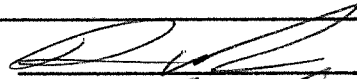
YARDS OF 3/4" ROADBASE DELIVERED

41.5

USE OF ROAD GRADER THROUGHOUT ALLEYWAYS

(charged hourly)

Authorized By



Estimated Cost \$

10,966.⁰⁰

Requested By:



VENDOR COPY - White OFFICE COPY - Canary



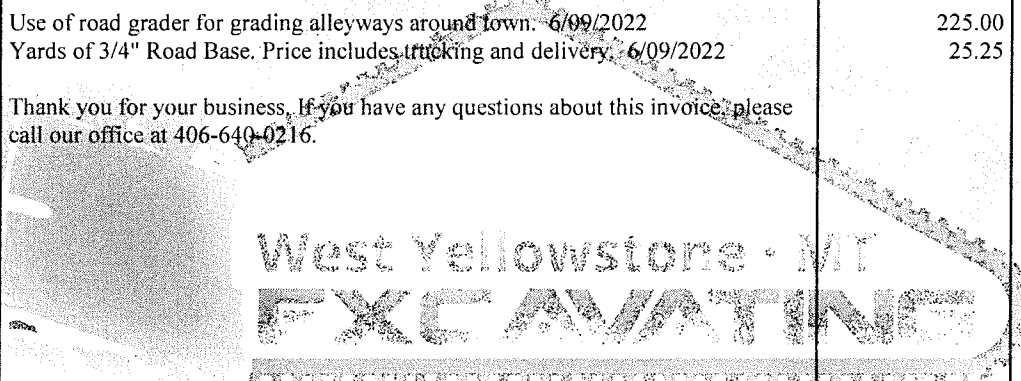
P.O. Box 853
 West Yellowstone, MT
 59758

Estimate

Date	Estimate #
5/31/2022	702

Name / Address
Town Of West Yellowstone P.O. Box 1570 West Yellowstone, MT 59758

Project

Qty	Description	Rate	Total
	Running total of shift tickets for Road Grading by Tri State Excavating.		
11	Use of road grader for grading town alleys. 5/16/2022	225.00	2,475.00
24	Yards of 3/4" Road Base. Price includes trucking and delivery. 5/16/2022	25.25	606.00
4	Use of road grader for grading town alleys. 5/17/2022	225.00	900.00
5	Use of skidsteer for cleaning up alley berms. 5/17/2022	105.00	525.00
25	Yards of 3/4" Road Base. Price includes trucking and delivery. 5/17/2022	24.50	612.50
9	Use of road grader for grading alleyways around town. 6/08/2022	225.00	2,025.00
12.5	Use of road grader for grading alleyways around town. 6/09/2022	225.00	2,812.50
40	Yards of 3/4" Road Base. Price includes trucking and delivery. 6/09/2022	25.25	1,010.00
<p>Thank you for your business. If you have any questions about this invoice, please call our office at 406-640-0216.</p> 			

Please sign and return a copy of this Estimate to Tri State Excavating prior to start of work. By signing, you agree to make prompt payment upon completion of work or finance charges will be assessed.	Total	\$10,966.00
--	--------------	-------------

X _____

Phone #	E-mail
406-640-0216	chris.kachur@gmail.com

P.O. BOX 1570

TOWN OF WEST YELLOWSTONE MONTANA

PHONE: 406-646-7795
FAX: 406-646-7511

info@townofwestyellowstone.com

PURCHASE ORDER 1000 - 430 200 - 369

Date 7-14-22

Ship Via

Order No. 006467

Department PUBLIC SERVICES

TO: RDO Equipment

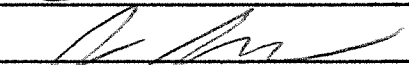
ADDRESS:

PLEASE FURNISH THE TOWN OF WEST YELLOWSTONE WITH:

Quantity	Description
	Repair engine and axle leaks on 7726
	(cost estimate)

Estimated Cost \$ 14,261.⁰⁹

Authorized By 

Requested By: 

VENDOR COPY - White OFFICE COPY - Canary



RDO Equipment Co.
 257 Laura Louise Lane
 Bozeman, MT 59718
 406-551-2141
 Fax: 406-551-2147

Service Manager: BE.Service@rdoequipment.com
 General Manager: BE.GenMgr@rdoequipment.com
 www.rdoequipment.com

Ship to: N/A

Branch
 16 - BOZEMAN, MT

Date 07/14/2022 Time 9:33:50 (0) Page 1
 Account No. 9074003 Phone No. 4066467609 Estimate No. 003942

Ship Via Purchase Order

Tax Exemption Number Federal ID Number

Invoice to: TOWN OF WEST YELLOWSTONE
 PO BOX 579
 WEST YELLOWSTONE MT 59758

Salesperson
 J8R

ESTIMATE EXPIRY DATE: 08/13/2022

SERVICE ESTIMATE - NOT AN INVOICE

This is just an estimate. Price could increase if further parts or labor is needed to completed the repair. Depending on the diagnostics of the engine and axle leaks, the machine may need to come to the RDO shop for those repairs.

***** Segment 01 *****

Stock #: X627580 GRADERS MS #: 1DW772GXVA0631577
 Make: XX Model: XX
 Is to have the following work done

TRAVEL, ROUND TRIP

Authorization: _____ Labor: 2220.00
 Subtotal: 2220.00

***** Segment 02 *****

TRANSMISSION FILTER RESTRICTION SWITCH, REPLACE

Part#	Description	Qty	Price	Amount
AT335492	HYDRAULIC FILTE	1	89.00	89.00
	Hydraulic Filter			
AT458497	Pressure Switch	1	70.45	70.45
AR69444	HY-GARD	1	127.49	127.49

MISCELLANEOUS CHARGES:	Description	Price	Amount
	SERVICE ACC	175.00	175.00
	HAZARD	60.00	60.00

Parts: 286.94
 Labor: 185.00

Stocked parts can be returned within 30 days with copy of invoice. Special order parts \$20.00 and up may be returned within 30 days with copy of invoice. 20% restock charge will apply to all special order parts. All sales are final on special order non-returnable parts. All parts must be new, uninstalled and in original packaging. No returns on electrical components. No refunds on freight charges.

SIGNATURE _____

TERMS AND CONDITIONS: All invoices are due Net-20 days from the invoice date or in accordance with the terms of your account agreement. Please refer to your finance agreement for details.



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 257 Laura Louise Lane
 Bozeman, MT 59718
 406-551-2141
 Fax: 406-551-2147

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 General Manager: BE.GenMgr@rdoequipment.com
 www.rdoequipment.com

Ship to: N/A

Branch
 16 - BOZEMAN, MT
 Date 07/14/2022 Time 9:33:50 (0) Page 2
 Account No. 9074003 Phone No. 4066467609 Estimate No. 003942
 Ship Via Purchase Order
 Tax Exemption Number Federal ID Number

Invoice to: TOWN OF WEST YELLOWSTONE
 PO BOX 579
 WEST YELLOWSTONE MT 59758

Salesperson
 J8R

ESTIMATE EXPIRY DATE: 08/13/2022

SERVICE ESTIMATE - NOT AN INVOICE

Authorization: _____ Miscellaneous: 235.00
 Subtotal: 706.94

***** Segment 03 *****

Diagnose Rear Hazard / Turn Lights INOP

Authorization: _____ Labor: 277.50
 Subtotal: 277.50

***** Segment 04 *****

Diagnose Rear Work Lights INOP

Authorization: _____ Labor: 277.50
 Subtotal: 277.50

***** Segment 05 *****

BLADE LIFT CYLINDER PIVOT BUSHINGS (ALL) BOTH CYLINDERS

Part#	Description	Qty	Price	Amount
T46639	SEAL	4	26.61	106.44
T237520	O-Ring	2	12.04	24.08
T237521	O-Ring	2	6.59	13.18
T238574	Thrust Washer	2	44.20	88.40
T231331	Thrust Washer	2	51.11	102.22
T231335	Bushing	1	162.78	162.78
T237990	Bushing	1	140.39	140.39
T237990	Bushing	1	140.39	140.39
T231335	Bushing	1	162.78	162.78

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Branch
 16 - BOZEMAN, MT

Date 07/14/2022 Time 9:33:50 (O) Page 3

Account No. 9074003 Phone No. 4066467609 Estimate No. 003942

Ship Via Purchase Order

Tax Exemption Number Federal ID Number

Invoice to: TOWN OF WEST YELLOWSTONE
 PO BOX 579
 WEST YELLOWSTONE MT 59758

Salesperson
 J8R

ESTIMATE EXPIRY DATE: 08/13/2022

SERVICE ESTIMATE - NOT AN INVOICE

Authorization: _____

Parts: 940.66
 Labor: 1295.00
 Subtotal: 2235.66

***** Segment 06 *****

BLADE LIFT CYLINDER, R&I & RECONDITION-1

Part#	Description	Qty	Price	Amount
AHC22108	HYDRAULIC CYL K	1	76.44	76.44
Hydraulic Cylinder Kit				
AHC16954	Hydraulic Cylin	1	97.97	97.97
Hydraulic Cylinder Kit				

Authorization: _____

Parts: 174.41
 Labor: 1036.00
 Subtotal: 1210.41

***** Segment 07 *****

WHEEL LEAN CYLINDER (COMPLETE), R&I & RECONDITION

Part#	Description	Qty	Price	Amount
T234807	Pin Fastener	1	117.51	117.51
AT345981	Pin	1	167.19	167.19
T225564	SEAL	2	17.74	35.48
T225565	SEAL	2	19.53	39.06
N240663	O-RING	1	4.15	4.15
R91731	RING	1	30.68	30.68
R83577	O-RING	1	11.31	11.31
AHC22109	Hydraulic Cylin	1	78.93	78.93
Hydraulic Cylinder Kit				
H152794	WEAR RING	1	37.07	37.07

Stocked parts can be returned within 30 days with copy of invoice. Special order parts \$20.00 and up may be returned within 30 days with copy of invoice. 20% restock charge will apply to all special order parts. All sales are final on special order non-returnable parts. All parts must be new, uninstalled and in original packaging. No returns on electrical components. No refunds on freight charges.

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 Fax: 406-551-2147

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 www.rdoequipment.com

Ship to: N/A

Branch
 16 - BOZEMAN, MT

Date 07/14/2022 Time 9:33:50 (0) Page 4
 Account No. 9074003 Phone No. 4066467609 Estimate No. 003942

Ship Via Purchase Order

Tax Exemption Number Federal ID Number

Invoice to: TOWN OF WEST YELLOWSTONE
 PO BOX 579
 WEST YELLOWSTONE MT 59758

Salesperson
 J8R

ESTIMATE EXPIRY DATE: 08/13/2022

SERVICE ESTIMATE - NOT AN INVOICE

Part#	Description	Qty	Price	Amount
H154856	Wear Ring	1	39.94	39.94
AHC16954	Hydraulic Cylin	1	97.97	97.97
	Hydraulic Cylinder Kit			

Parts: 659.29
 Labor: 1443.00
 Subtotal: 2102.29

Authorization: _____

***** Segment 08 *****

CIRCLE SIDE SHIFT CYLINDER, R&I & RECONDITION

Part#	Description	Qty	Price	Amount
AHC16954	Hydraulic Cylin	1	97.97	97.97
	Hydraulic Cylinder Kit			
AHC22108	HYDRAULIC CYL K	1	76.44	76.44
	Hydraulic Cylinder Kit			

Parts: 174.41
 Labor: 962.00
 Subtotal: 1136.41

Authorization: _____

***** Segment 09 *****

REAR STEERING CYLINDER (COMPLETE), R&I & RECONDITION-REAR R.

Part#	Description	Qty	Price	Amount
AT345033	Pin	1	211.24	211.24
T233681	Pin Fastener	1	140.62	140.62
AHC19978	Hydraulic Cylin	1	113.53	113.53

Stocked parts can be returned within 30 days with copy of invoice. Special order parts \$20.00 and up may be returned within 30 days with copy of invoice. 20% restock charge will apply to all special order parts. All sales are final on special order non-returnable parts. All parts must be new, uninstalled and in original packaging. No returns on electrical components. No refunds on freight charges.

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 Bozeman, MT 59718
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Ship to: N/A

Branch
 16 - BOZEMAN, MT

Date 07/14/2022 Time 9:33:50 (0) Page 5

Account No. 9074003 Phone No. 4066467609 Estimate No. 003942

Ship Via Purchase Order

Tax Exemption Number Federal ID Number

Invoice to: TOWN OF WEST YELLOWSTONE
 PO BOX 579
 WEST YELLOWSTONE MT 59758

Salesperson
 J8R

ESTIMATE EXPIRY DATE: 08/13/2022

SERVICE ESTIMATE - NOT AN INVOICE

Part#	Description	Qty	Price	Amount
AHC16954	Hydraulic Cylinder Kit	1	97.97	97.97
T225566	Hydraulic Cylinder Kit SEAL	2	21.26	42.52

Parts: 605.88
 Labor: 1480.00
 Subtotal: 2085.88

Authorization: _____

***** Segment 10 *****

Glue in Left Articulation Seal

Labor: 185.00
 Subtotal: 185.00

Authorization: _____

***** Segment 11 *****

Diagnose Engine Oil Leak

Labor: 555.00
 Subtotal: 555.00

Authorization: _____

***** Segment 12 *****

Diagnose Axle Seals Leak - Tandems?

Labor: 370.00
 Subtotal: 370.00

Authorization: _____

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Branch
 16 - BOZEMAN, MT

Date 07/14/2022 Time 9:33:50 (0) Page 6
 Account No. 9074003 Phone No. 4066467609 Estimate No. 003942

Ship Via Purchase Order

Tax Exemption Number Federal ID Number

Invoice to: TOWN OF WEST YELLOWSTONE
 PO BOX 579
 WEST YELLOWSTONE MT 59758

Salesperson
 J8R

ESTIMATE EXPIRY DATE: 08/13/2022

SERVICE ESTIMATE - NOT AN INVOICE

***** Segment 13 *****

Replace Fan Motor Hoses

Part#	Description	Qty	Price	Amount
AT335726	HYDRAULIC HOSE	2	137.99	275.98
AT367789	Hydraulic Hose	1	67.52	67.52

Authorization: _____

Parts: 343.50
 Labor: 555.00
 Subtotal: 898.50

Parts: 3185.09
 Labor: 10841.00
 Miscellaneous: 235.00
 TOTAL: 14261.09

Stocked parts can be returned within 30 days with copy of invoice. Special order parts \$20.00 and up may be returned within 30 days with copy of invoice. 20% restock charge will apply to all special order parts. All sales are final on special order non-returnable parts. All parts must be new, uninstalled and in original packaging. No returns on electrical components. No refunds on freight charges.

SIGNATURE _____

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* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	06/22/22	USPostalService EnvelopesPost	870.00		FINADM	1000 410510	311	101000
	06/22/22	USPostalService Envelopes	186.95		FINADM	1000 410510	220	101000
	06/22/22	Amazon-SumRec Supplies	282.17		SUMREC	1000 460449	220	101000
	06/24/22	Idaho Falls Zoo	278.50		SUMREC	1000 460449	871	101000
	06/25/22	Amazon-SumRec Supplies	210.98		SUMREC	1000 460449	220	101000
	06/27/22	Amazon-SumRec Supplies	109.98		SUMREC	1000 460449	220	101000
	06/28/22	Island BBQ	152.80		LEGIS	1000 410100	220	101000
	06/30/22	Yellowstone IMAX Theater	159.00		SUMREC	1000 460449	871	101000
	06/30/22	Amazon-Help Fund supplies	59.16		HELP	7010 450135	220	101000
	07/01/22	FatCats Rexburg	1,241.91		SUMREC	1000 460449	871	101000
	07/04/22	Amazon-SumRec Supplies	79.90		HELP	7010 450135	220	101000
	07/04/22	Amazon-SumRec Supplies	183.01		HELP	7010 450135	220	101000
	07/05/22	Running Bear	91.24		LEGIS	1000 410100	220	101000
	07/05/22	Food Roundup	22.66		LEGIS	1000 410100	220	101000
	06/28/22	Amazon Discounts	-29.05		SUMREC	1000 460449	220	101000
49181	E	2673 First Bankcard	4,097.25					
	06/01/22	Safety Signs	2,469.57		STREET	1000 430200	243	101000
	06/07/22	Int'l code Council Books	372.50		BULDNG	1000 420531	215	101000
	06/10/22	Kettle EmbroideryLLC Tags	102.71		WATER	5210 430550	220	101000
	06/11/22	Amazon-Basketball net	58.74		PARKS	1000 460430	220	101000
	06/11/22	Amazon-Thermal imaging camera	766.63		BULDNG	1000 420531	212	101000
	06/14/22	Monthly SubscriptionAdobe	14.99		ADMIN	1000 410210	335	101000
	06/15/22	FreeheelWheelBikeTaillights	87.98		SUMREC	1000 460449	220	101000
	06/22/22	StealthCamSurveillance	62.91		STREET	1000 430200	243	101000
	07/01/22	Specialized Airtool HP Pump	67.60		TWNHLL	1000 411250	220	101000
	07/01/22	Napa - Oil, windshield fluid	33.94		STREET	1000 430200	231	101000
	07/03/22	Amazon-50 pack reusable bags H	59.68		HELP	7010 450135	220	101000
49182		135 Food Roundup	328.08					
	06/13/22	Sum Rec Supplies	39.96		SUMREC	1000 460449	220	101000
	06/20/22	Sum Rec snack supplies	53.90		SUMREC	1000 460449	220	101000
	06/21/22	TC snacks	45.20		LEGIS	1000 410100	220	101000
	06/21/22	Buns for TC	7.58		LEGIS	1000 410100	220	101000
	06/23/22	Sum Rec Snack supplies	63.33		SUMREC	1000 460449	220	101000
	06/27/22	Sum Rec Supplies	33.22		SUMREC	1000 460449	220	101000
	06/27/22	Sum Rec Supplies	59.94		SUMREC	1000 460449	220	101000
	06/28/22	Adult Vest	24.95		SUMREC	1000 460449	220	101000
49183		151 Gallatin County WY TS/Compost	1,144.00					
	06/30/22	Household waste	1,144.00		PARKS	1000 460430	534	101000

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
49185		2845 Kastig, Kauffman & Mersen, PC	12,838.63					
	07/05/22	legal services 6/1-6/30/22	12,635.00		LEGAL	1000 411100	352	101000
	07/05/22	travel	203.10		LEGAL	1000 411100	373	101000
	07/05/22	copiess/postage	0.53		LEGAL	1000 411100	870	101000
49186		2852 Blackfoot Communications	2,204.89					
	07/15/22	646-5106, fax soc svc	40.53		SOCSRV	1000 450135	345	101000
	07/15/22	646-5119, police station Dispa	40.53		DISPCH	2850 420750	345	101000
	07/15/22	646-5141, sewer plant alarm	40.53		SEWER	5310 430600	345	101000
	07/15/22	646-5185, town hall alarm	40.53		TWNHAL	1000 411250	345	101000
	07/15/22	646-7311, social services	20.24		SOCSRV	1000 450135	345	101000
	07/15/22	646-7481, povah elevator	58.16		POVAH	1000 411255	345	101000
	07/15/22	646-7511, town hall fax	40.53		TWNHAL	1000 411250	345	101000
	07/15/22	646-7609, public works	67.38		PUBSVC	1000 430200	345	101000
	07/15/22	646-7650, police station fax	40.53		DISPCH	2850 420750	345	101000
	07/15/22	646-7715, povah center	24.23		POVAH	1000 411255	345	101000
	07/15/22	646-7795, town hall	226.91		TWNHAL	1000 411250	345	101000
	07/15/22	646-7845, court clerk	179.21		COURT	1000 410360	345	101000
	07/15/22	646-9017, library	43.23		LIBRAR	2220 460100	345	101000
	07/15/22	646-9027, sewer plant alarm	40.53		SEWER	5310 430600	345	101000
	07/15/22	ethernet, library	300.00		LIBRAR	2220 460100	345	101000
	07/15/22	ethernet, povah center	187.26		POVAH	1000 411255	345	101000
	07/15/22	ethernet, police station	350.00		POLICE	1000 411258	345	101000
	07/15/22	ethernet, town hall	272.00		TWNHAL	1000 411250	345	101000
	07/15/22	ethernet, public works shop	125.00		STREET	1000 430200	345	101000
	07/15/22	602-4909, town hall judge	14.96		COURT	1000 410360	345	101000
	07/15/22	602-4894 Town hall Court Clerk	1.10		COURT	1000 410360	345	101000
	07/15/22	602-4897 town hall	1.10		TWNHAL	1000 411250	345	101000
	07/15/22	602-4898 town hall	1.10		TWNHAL	1000 411250	345	101000
	07/15/22	602-4900 town hall	5.25		TWNHAL	1000 411250	345	101000
	07/15/22	602-4901 town hall	5.25		TWNHAL	1000 411250	345	101000
	07/15/22	602-4902 town hall	1.10		TWNHAL	1000 411250	345	101000
	07/15/22	602-4903 town hall	1.10		TWNHAL	1000 411250	345	101000
	07/15/22	602-4904 town hall	1.10		TWNHAL	1000 411250	345	101000
	07/15/22	602-4905 town hall	1.10		TWNHAL	1000 411250	345	101000
	07/15/22	602-4906 Library Main desk	1.10		LIBRY	2220 460100	345	101000
	07/15/22	602-4907 Library Director	1.10		LIBRY	2220 460100	345	101000
	07/15/22	602-4908 Povah Ctr	11.10		POVAH	1000 411255	345	101000
	07/15/22	602-4949 Town Hall	11.10		TWNHAL	1000 411250	345	101000
	07/15/22	6024044 Soc Ser Pantry	10.00		SOCSER	1000 450135	345	101000

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
49187		2558 Hebgen Basin Fire District	55,849.00					
	07/01/22	July 2022	48,294.00		FIRE	1000 420400	357	101000
	07/01/22	employee grant July 2022	7,555.00		FIRE	1000 420400	140	101000
49188	E	2673 First Bankcard	722.20					
	06/16/22	Help Fund Bus Voucher	427.55		HELP	7010 450135	370	101000
	06/16/22	Help Fund Bus Voucher	176.00		HELP	7010 450135	370	101000
	06/20/22	Help Fund Lodging Voucher	118.65		HELP	7010 450135	370	101000
49189	E	2673 First Bankcard	459.66					
	06/02/22	Market Place	11.98		LIBRY	2220 460100	220	101000
	06/07/22	Books	377.31		LIBRY	2220 460100	215	101000
	06/09/22	Cosmos for front	73.60		LIBRY	2220 460100	220	101000
	06/13/22	Amazon Refund	-319.20		LIBRY	2220 460100	220	101000
	06/16/22	Books	50.38		LIBRY	2220 460100	215	101000
	06/17/22	Sagebrush Floral	87.36		LIBRY	2220 460100	220	101000
	06/17/22	Books	30.67		LIBRY	2220 460100	215	101000
	06/17/22	Westmart -Eco dying class	16.47		LIBRY	2220 460100	220	101000
	06/20/22	Copier copies	16.60		LIBRY	2220 460100	398	101000
	06/20/22	Books	37.99		LIBRY	2220 460100	215	101000
	06/20/22	Books	32.00		LIBRY	2220 460100	215	101000
	06/21/22	Books	19.80		LIBRY	2220 460100	215	101000
	07/02/22	Books	24.70		LIBRY	2220 460100	215	101000
49190		2952 DIS Technologies	735.00					
	9920 07/05/22	Monthly IT	675.00		IT	1000 420160	398	101000
	9920 07/05/22	Software Subscription	60.00		DSPTCH	1000 420160	216	101000
49194		2822 ClearBlu Business Services	5,372.50					
	1540 07/04/22	Town Hall	1,000.00		TWNHLL	1000 411250	357	101000
	1540 07/04/22	Library	400.00		LIBES	1000 411259	357	101000
	1540 07/04/22	Trailhead Bldng.	0.00		TRLHED	1000 411256	350	101000
	1540 07/04/22	Povah	850.00		POVAH	1000 411255	350	101000
	1540 07/04/22	Chamber Bldng.	1,400.00		CHAMB	1000 411257	357	101000
	1540 07/04/22	Park Bathrooms	800.00		PARKS	1000 411253	357	101000
	1540 07/04/22	Dispatch Building	585.00		DSPTCH	1000 411258	398	101000
	1541 07/04/22	HiPressureSurfacecleaning	150.00		PARKS	1000 460430	357	101000
	1542 07/04/22	Main line hydro	187.50		PARKS	1000 460430	357	101000

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49195		2789 WEX Bank	3,923.52					
	07/01/22 17	Dodge Ram #2	0.00		POLICE	1000 420100	231	101000
	07/01/22 10	Ford Expedition 6-000046	0.00		SOCSE	1000 450135	231	101000
	07/01/22 10	JD Backhoe 310SJ	0.00		STREET	1000 430200	231	101000
	07/01/22 91	Ford 6-582	58.93		STREET	1000 430200	231	101000
	07/01/22 14	Water Truck	0.00		STREET	1000 430200	231	101000
	07/01/22 2010	JD 772 Grader	0.00		STREET	1000 420100	231	101000
	07/01/22 02	Freightliner Dump 6-54564A	121.11		STREET	1000 430200	231	101000
	07/01/22 08	GMC Pickup 6-1484	579.27		STREET	1000 430200	231	101000
	07/01/22 08	CAT 938H Loader	161.73		STREET	1000 430200	231	101000
	07/01/22 08	904B MiniLoader	73.98		STREET	1000 430200	231	101000
	07/01/22 15	Ford F-250	163.33		STREET	1000 430200	231	101000
	07/01/22 18	2018 Dodge Ram-PW	324.10		STREET	1000 430200	231	101000
	07/01/22 18	Dodge Ram-Police	383.91		POLICE	1000 420100	231	101000
	07/01/22 19	Dodge Durango	233.41		POLICE	1000 420100	231	101000
	07/01/22	Multi-Use Vehicle - Sienna	51.57		POLICE	1000 420100	231	101000
	07/01/22 06	Dodge Durango 6-1374/6-2010	125.32		STREET	1000 430200	231	101000
	07/01/22 15	Sweeper	482.99		STREET	1000 430200	231	101000
	07/01/22 '00	FL Dumptrk 6-60700A	0.00		STREET	1000 430200	231	101000
	07/01/22 '14	Ford Intercep	350.32		POLICE	1000 420100	231	101000
	07/01/22	PD Dodge Ram#1	151.42		POLICE	1000 420100	231	101000
	07/01/22	PD Dodge Ram#2	662.13		POLICE	1000 420100	231	101000
49225		3226 Peggy Russell	36.74					
	12/06/21	Postage	2.56		FINADM	1000 410510	311	101000
	01/21/22	Postage Addtl oz stamps	8.00		FINADM	1000 410510	311	101000
	02/07/22	Postage	2.36		ADMIN	1000 410210	311	101000
	03/02/22	Postage	7.00		ADMIN	1000 410210	311	101000
	05/11/22	Postage extra for Canada	0.72		COURT	1000 410360	311	101000
	05/16/22	Postage	16.10*		SEWER	5320 430640	951	101000
49226		309 PJ's Plumbing & Heating	590.00					
	99008303 07/06/22	UPDL -Sprinkler splits	590.00		UPDL	1000 411252	357	101000
49227		266 Utilities Underground Location	16.40					
	500373 07/06/22	Locates for 7/1/20-6/30/21	16.40		SEWER	5310 430600	340	101000
49228		3245 4 Corners Recycling LLC	3,826.65					
	4803 07/01/22	AnnualTripleBin Rental FY22-23	3,500.00		PARKS	1000 460430	534	101000
	4289 06/28/22	PullFees & Processing	326.65		PARKS	1000 460430	534	101000

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49229		764 General Distributing Co.	58.20					
	1136034	06/30/22 welding supplies	58.20		STREET	1000 430200	231	101000
49230		3309 AQUAPRO	4,211.57					
	A22-103	05/10/22 (10) 5/8-3/4 Meters&Pir reg	4,211.57		WATER	5210 430500	251	101000
49231		3364 SIGA, LLC	3,950.00					
	E22-P135	06/06/22 RepairGorman-RuppT4Pumps/Rot	3,950.00		SEWER	5310 430630	941	101000
49232		674 Karst Stage	830.00					
	P/3102	06/24/22 Sum Rec Bus Rental GravityFact	830.00		SUMREC	1000 460449	319	101000
49233		2337 Central Services Division	1,573.53					
	2023-06-13	06/30/22 Transaction Fee & License	1,573.53		DSPTCH	1000 420160	398	101000
49234		3039 Cascade County Justice Court	20.00					
	07/05/22	PassThruWarrantGomez	20.00		COURT	7469 213000		101000
49235		375 Black Mountain Software Inc.	21,057.00					
	28063	07/01/22 Cloud Hosting	15,072.00		FINADM	1000 410510	356	101000
	28063	07/01/22 Utilitybilling,ACH,EmailBills	1,843.00		IT	5210 430570	355	101000
	28063	07/01/22 Utilitybilling,ACH,EmailBills,	1,590.00		IT	5310 430670	355	101000
	28063	07/01/22 Cemetery Management	1,452.00*		IT	2240 430900	355	101000
	28063	07/01/22	1,100.00		IT	2100 410540	355	101000
49236		2537 Balco Uniform Co., Inc.	110.62					
	70151-4	06/02/22 Uniform Griffel - pants	96.02		POLICE	1000 420100	226	101000
	70577-2	06/02/22 Uniform Griffel - light	14.60		POLICE	1000 420100	226	101000
49237		533 Market Place	179.91					
	70151-4	06/16/22 Chief of Police meet/greet	179.91		LEGIS	1000 410100	220	101000
49238		254 Firehole Fill Up/Economart	45.00					
	061722-01	06/17/22 Help fund fuel voucher	45.00		HELP	7010 450135	231	101000
49239		40 Jerry's Enterprises	29.70					
	053122-01	05/31/22 Help Fund Fuel	30.00		HELP	7010 450135	231	101000
	053122-01	05/31/22 Discount	-0.30		HELP	7010 450135	231	101000

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49240	2491 MMIA		1,500.00					
	1005277	07/01/22 DeductEverlyLawsuit/CounterCl	1,500.00		LBLTY	1000 510330	513	101000
49241	3314 Intrinsik Architecture		235.00					
	2022-0251	07/08/22 On-callPlanSer-ZoningCodere	235.00*		PLANNG	1000 411000	398	101000
49242	1454 Bozeman Chronicle/Big Sky		210.00					
	257532	07/10/22 PublicHearingVarianceRequest	90.00		ADMIN	1000 410210	327	101000
	248700	06/17/22 PublicHearingResolution778&779	120.00		ADMIN	1000 410210	327	101000
49243	171 Montana Food Bank Network		405.39					
	27184-1	07/07/22 Food Bank Supplies	405.39		HELP	7010 450135	220	101000
49244	999999 ERIN BENIKE		350.00					
	07/12/22	Driveway Bond	350.00		BOND	1000 214100		101000
49245	3236 Nubia Allen		45.00					
	07/13/22	Court Interpreter-Ponce	45.00		COURT	1000 410360	350	101000
49246	999999 GUSTAVO TREJO PONCE		550.00					
	07/13/22	Exonerated Bond - Ponce	550.00		COURT	7469 212401		101000
49247	2490 MMIA		41,441.50					
	120-2022	07/01/22 MMIA Property Insurance FY23	28,180.00		GF	1000 510330	512	101000
	120-2022	07/01/22 MMIA Property Insurance FY23	5,387.00*		WATER	5210 510330	512	101000
	120-2022	07/01/22 MMIA Property Insurance FY23	7,874.50*		SEWER	5310 510330	512	101000
49248	2099 Quick Print of West Yellowstone		22.32					
	16342	06/27/22 Sharpies, Post it flags	21.44		BULDNG	1000 420531	220	101000
	16372	06/29/22 (2) 11x17 copies	0.88		BULDNG	1000 420531	220	101000
49249	999999 ALEX SCHMIER		45.00					
	07/12/22	Court Interpreter-Falceanu	45.00		COURT	1000 410360	350	101000
49250	2551 TK Elevator		488.26					
	3006705629	07/01/22 Povah Elevator Maintenance	488.26		POVAH	1000 411255	350	101000
49251	1796 Barta Electric, Inc.		1,049.19					
	6198	07/05/22 Street Lights/Museum	1,049.19		UPDL	1000 411252	357	101000

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49252		999999 MARITZA MARKOV	700.00					
	07/15/22	Refund Driveway Bond Cmpanula	700.00		DRVBON	1000 214100		101000
49253		1189 South Fork Builders	700.00					
	07/15/22	RefundDrivewaybondNElectric	350.00		DRVBON	1000 214100		101000
	07/15/22	RefundDrivewaybondShoshone	350.00		DRVBON	1000 214100		101000
49254		547 WY Chamber of Commerce	6,000.00					
	07/15/22	Fireworks Summer2022 Fireworks donati	6,000.00*		LEGIS	1000 410100	870	101000
49255		2893 Wild Bill Productions, LLC	20,062.04					
	07/15/22	wildbilllda Wild Bill Days RemainingER	20,062.04		MAP	2101 410130	398	101000
49256		2 Forsgren Associates P.A.	24,557.00					
	06/25/22	122247 Mammoth Rm.Design -Task #11	18,000.00*			4000 460460	920	101000
	06/25/22	122247 operational support	3,278.50			5210 430500	354	101000
	06/25/22	122247 Operational Support	3,278.50			5310 430600	354	101000
		# of Claims 52	Total: 272,052.08					
		Total Electronic Claims	12,972.89			Total Non-Electronic Claims	259079.19	

Town of West Yellowstone Business License Application



RECEIVED
JUL 07 2022

Business Name: Pappys Spuds And More
 Applicant: Mark Schade
 Contact Person: Tommie
 Mailing Address: 44794 Rd. 415 - Coarsegold CA 93614
 Physical Address of Business: SAME
 Phone Number: 559-907-4986 Fax Number: _____
 Email Address: ette1970@yahoo.com Website: _____

Signature of Property Owner of Record: _____

Subdivision: PLEASE SEE ATTACHED LETTERS

Block: _____ Lot: _____

Zoning District, please mark one:

- | | |
|--|---|
| <input checked="" type="checkbox"/> B-3 Central Business District (Old Town) | <input type="checkbox"/> PUD Planned Unit Development (Grizzly Park) |
| <input type="checkbox"/> B-4 Expanded Business District (Grizzly Park) | <input type="checkbox"/> Residential Districts, Home Occupations Only (Mad Add) |
| <input type="checkbox"/> E-2 Entertainment District (Grizzly Park) | |
| <input checked="" type="checkbox"/> New Business | <input type="checkbox"/> Transfer of Ownership |
| <input type="checkbox"/> Change of Location | <input type="checkbox"/> Name Change |

- Is this business licensed by the State of Montana? Yes No
- Appropriate Town/County/Health Dept approvals (if applicable) Yes No (please attach)
- If this business is located in Grizzly Park, has the business been approved by the Grizzly Park Architectural Committee (GPAC)? Yes No

Type of Business Please explain in detail the following: number of units, seating capacity, etc. Contractors should list trailers and equipment and where these items will be stored.

WE ARE A FULLY SELF-CONTAINED FOOD TRAILER. WE OFFER A VARIETY OF MENU OPTIONS, BUT OUR PRIMARY MENU ITEM IS BAKED SPUDS WITH A SELECTION OF AVAILABLE TOPPINGS.

Business License Fee: \$ 50.00
 Resort Tax Bond: \$ 500.00
 Total Amount Due: \$ 550.00

Signature of Applicant

Signature of Applicant
7-7-22
Date

FOR OFFICE USE ONLY				
Date Approved: _____	<input type="checkbox"/> Town Council	<input type="checkbox"/> Administration	_____	
Date _____	Check # _____	Amount \$ _____	License # _____	
SCN _____	BLP _____	STX _____	RDX _____	

To Whom It May Concern,

We are currently in the process of obtaining all required certificates from Gallatin County and Hebgen Basin Fire District.

We are awaiting a response from Shane Grube for the fire inspection certificate and we have been in contact with Shane Lewis at The Gallatin County Health Dept. in regards to obtaining the required health certificate, and hoping to expedite the process since we are currently fully certified in The State of California.

We have a Special Events Permit for the 16th of July and are hopeful that we will be approved quickly so that we can open for business a.s.a.p. after the event.

If you have any further questions or concerns that need addressing, please contact me: Tommie (559) 907-4986.

Thank you for your time and consideration.
Mark and Tommie Schade

Town of West Yellowstone
440 **Yellowstone** Avenue - P.O. Box 1570
West Yellowstone, MT 59758

Mark and Tommie Schade - Owners
Pappy's Spuds & More
44796 Rd. 415
Coarsegold, Ca 93614

To whom it may concern,

We come before the Town Council with the support of:
Cole Parker - Owner
Westgate (Mobil) Station
11 Yellowstone Ave.
West Yellowstone, MT 59758

with the purpose of running our food trailer (Pappy's Spuds and More.) We currently operate in Coarsegold, Oakhurst and Madera, CA. We are fully licensed, inspected, insured and certified per Madera County and The State of California regulations and standards, and are in the process of acquiring all documentation required per Gallatin County, MT requirements.

We are seeking to operated our fully self-contained 30' food trailer in the parking lot of Westgate Station on Yellowstone Ave., where Cole Parker has approval to park and operate a food truck/trailer, and with The Towns approval, we shall bring our dream to fruition.

Thank you for your time.

We await your response,
Mark and Tommie Schade
Pappy's Spuds and More
559-907-4986

Cole Parker <cole_parker@hotmail.com>

7/6/2022 7:49 PM

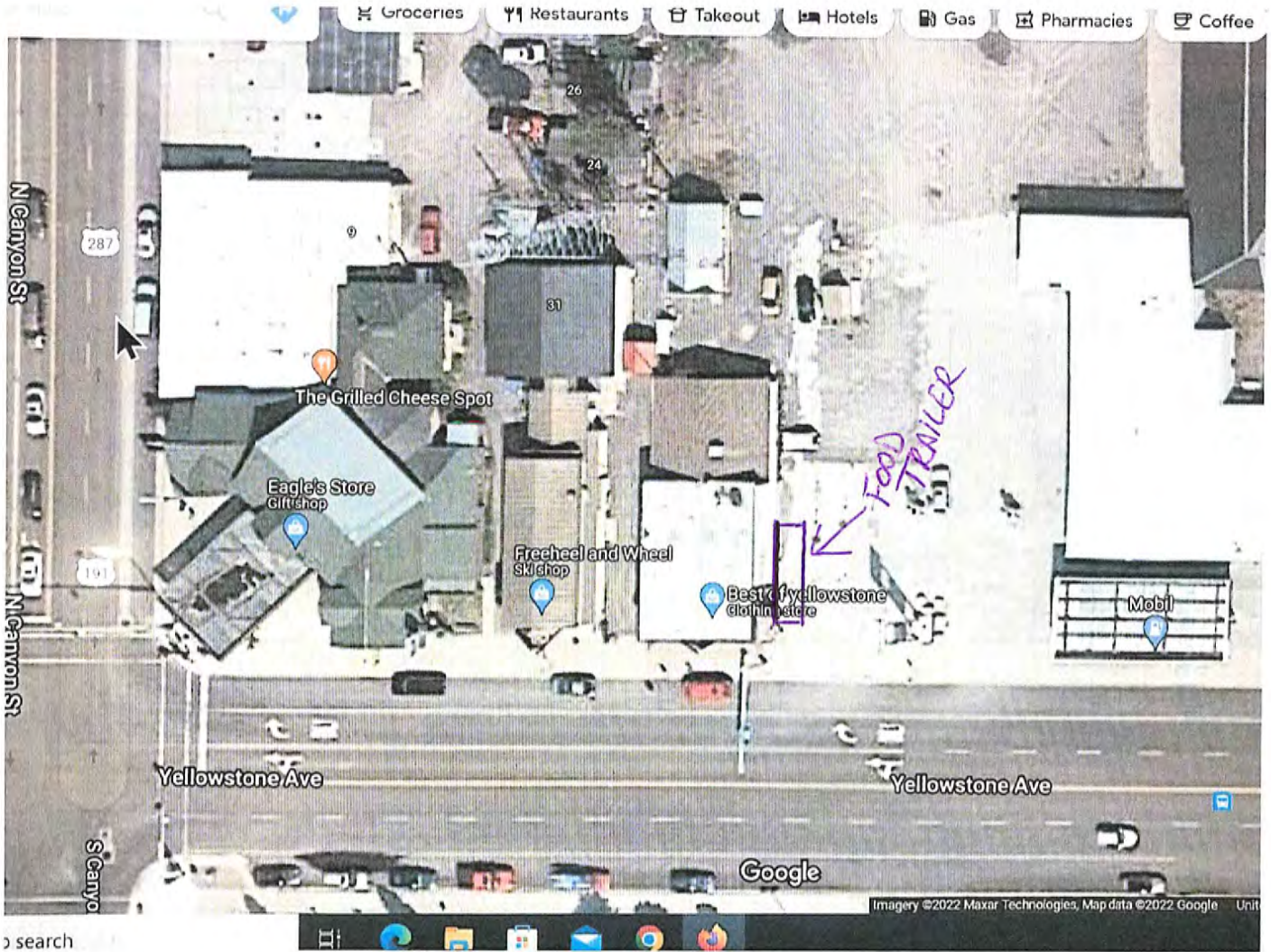
Permission

To tellston@hibernationstation.com

To whom it may concern. The food truck has my permission to park on my lot.

Cole Parker

Sent from my iPad



search



HOW IT TASTES
PAPPY'S
SPUDS & MORE

OPEN



HOW IT TASTES
PAPPY'S
SPUDS & MORE

BAKED POTATOES
HOT DOGS
POTATO SOUP
HOUSE SALAD
ICE CREAM
CHILI BOWL
CHILI DOGS

PAPPY'S SPUDS & MORE
CHILDRAN, CA 91514

Madera County Environmental Health Division
200 W 4th Street, Suite 100 Madera, CA 93696 559-675-7823

PERMIT TO OPERATE

PAPPY'S SPUDS AND MORE

Mail to:

Facility Name:

PAPPY'S SPUDS AND MORE PAPPY'S SPUDS AND MORE
44794 ROAD 415 44794 ROAD 415
COARSEGOLD, CA 93614 COARSEGOLD, CA 93614

Permit Expires: 12/31/2022

MARK SCHADE

Permit Number - Authorized Description

PT0009438
Mobile Unit w/ Food Preparation
Valid From 1/1/2022 To 12/31/2022

By Authority of:

DEXTER MARR, Deputy Director

Permit is **NOT TRANSFERABLE**

Permit may be revoked or suspended for:
-non payments of fees
-violations of the California Health and Safety Codes
-imminent health hazards

THIS FORM MUST BE DISPLAYED CONSPICUOUSLY AT THE PERMITTED
Obtain a copy of inspection results by calling MCEHD (559)675-7823

WEST YELLOWSTONE TOWN COUNCIL
Town Council Meeting
July 5, 2022

COUNCIL MEMBERS PRESENT: Travis Watt, Brian Benike, Lisa Griffith, Jeff McBirnie, and Jeff Mathews

OTHERS PRESENT: Town Manager Dan Walker, Finance Director Lanie Gospodarek, Public Services Superintendent Jon Simms, Town Attorney Jane Mersen by Zoom

Brandi Burns-Yellowstone Historic Center, Katrina Wiese-West Yellowstone Chamber of Commerce, Carrie Coan-West Yellowstone Foundation, Lindsey Charlton-

The meeting is called to order by Mayor Travis Watt at 5:00 PM in the Town Hall, 440 Yellowstone Avenue, West Yellowstone, Montana.

Portions of the meeting are being recorded. Due to the worldwide pandemic caused by COVID-19, the meeting is being broadcast over the internet using a program called Zoom.

The Treasurer's Report with corresponding banking transactions is on file at the Town Offices for public review during regular business hours.

Public Comment Period

No public comments are received.

Council Comments

Council Member Griffith comments about the airport lease and understands that they are making some progress on the issue. She encourages the staff to ensure that all the funding agencies are provided the revised language to determine whether there is a way to qualify for state funding. Griffith says she is still not clear about the Council's ability to suspend an ordinance and what the process or limitations are to do that. She says it would be nice to understand what the parameters are on that.

Council Members Mathews and Benike both express appreciation to the staff and volunteers for their efforts during the 4th of July festivities this past weekend. Mayor Watt agrees.

WORK SESSION

Mayor Watt calls the meeting to order and announces that they have three topics to discuss this evening: FY 2023 Budget enterprise funds, special funding requests, and then debt satisfaction for the Hebgen Basin Rural Fire Department.

Finance Director Lanie Gospodarek describes the revenue and expenditures for the water and sewer funds. She explains that the funds support the operations and maintenance for both systems. She explains that revenue comes primarily from user fees for both systems. She points out increases such as increased testing requirements, membership dues, and electrical repairs. The water replacement and depreciation fund contains funding for capital projects. She explains that when it comes time to budget for a new water well, it will be from this fund. The only expenditure from this fund is anticipated \$20,000 for engineering for a new well. The Council reviews the sewer fund, too. Gospodarek explains that they lowered the expected revenue for sewer connection fees because of the moratorium. She also points out that they expect revenue from dumping at the lagoon to be slightly less than last year. Expenses in the sewer fund include tools for the wastewater treatment plant, operational support from Fosgren Associates, roof repair on Madison Lift Station, improving the sewer line along Electric Street, weed management. She also briefly describes the sewer treatment and disposal fund, customer accounting and collection, and interfund operating transfers. She points out that last year, they put \$300,000 for development of the 80 acres and replacing a sewer main.

Mayor Watt explains that they have received multiple special requests for funding from outside groups. He says that tonight they will discuss the requests but not make any final decisions. Brandi Burns, Yellowstone Historic Center Executive Director, addresses the Council to request the Council to upgrade the Union Pacific Dining Lodge and Museum buildings to fiber optic

service for internet to the buildings. Burns asks for the Council to consider funding \$3284.00 to install fiber optic service to the UPDL and \$4851.00 to the Museum.

Mayor Watt reads a request from Debbie Fleming on behalf of a local group of pickleball players. Fleming requests funding consideration for new benches at the tennis/pickleball courts. Griffith adds that she was approached about conflicts between using the courts for tennis, pickleball and the adjacent basketball court. The suggestion was made that the basketball court be converted to pickleball. The Council agrees that the Parks & Recreation Board should discuss the request.

Katrina Wiese addresses the Council regarding the Music in the Park events. She says that it looks like they will be short this year and requests that the Town allocate \$7500 to secure bands for the 2023 season. Wiese explains that costs for everything have gone up and in order to secure the better bands, they need to increase their budget.

Katrina Wiese explains that the Chamber is requesting \$6000 from the Town to support the annual 4th of July fireworks show. Wiese explains that the Town has been contributing \$6000 for several years and at this point do not need to request more, but they do expect costs to increase in the near future.

Carrie Coan, Executive Director for the West Yellowstone Foundation, addresses the council and requests \$25,000 from the Town to support the Foundation bus that they operate for community members between West Yellowstone and Bozeman. She says this is not an increase, although they have definitely seen an increase in fuel costs. She says they are applying to Gallatin County to cover that increase. She explains that they run the bus twice a week and they are investigating running a bus once a week to Idaho Falls. She says they have two vehicles, a six-passenger mini van that they have only run twice and a 12-passenger bus. They are hoping to add another vehicle by the end of the year through a grant.

Katrina Wiese speaks on behalf of the West Yellowstone Chamber, Convention and Visitors Bureau or Visitor Information Center (VIC). She explains that in response to visitation estimates, wages increases, and the planned hire of a VIC Manager, their budget has increased \$152,024. She requests an increase of support to \$40,000. Griffith asks why this request doesn't go through the Marketing and Promotions (MAP) Fund. Wiese responds that about five years ago, the State stopped funding VICs and they had to find a new way to meet their budget. She says that their budget comes from Yellowstone Country, TBID, the Chamber, and a contribution from the Town.

Lindsey Charlton addresses the Council on behalf of the West Yellowstone Senior Center. Charlton explains that the current ovens are very old and need to be replaced. She says that they received funding from the Town Pump Charitable Foundation to cover half the cost of the oven and requests that the Town split the difference with the Seniors for the rest, approximately \$2837. She says that the ovens are very important for producing the meals for their patrons. McBirnie says that their quote is very good as he personally just purchased the same oven and paid quite a bit more. Charlton also mentions that the transfer station agreed to waive the tipping fee for disposal of the old oven. Griffith inquires about the ownership of the new oven. She says that if the oven is going to be Town property and considered a fixture in the building, they may not meet the requirements of the grant. Charlton indicates that she will check on the requirements of the grant and let them know.

Julie Wieseler addresses the Council on behalf of the West Yellowstone Ski Education Foundation (WYSEF). Wieseler explains that she is the grants administrator and they are trying to build a new building. She says that last year, they were allocated \$28,000 from the Town but were unable to raise enough money to build it. She explains that they are requesting that the \$28,000 be rolled over and increased to \$40,000. Estimated total cost of the project is \$390,000.

The group discusses special requests in general. Gospodarek says that they had a couple other requests last year but they were for one-time projects. Fire Chief Shane Grube suggests funding

an electronic reader-board sign that could be used to inform visitors about current events and emergencies. He says that the one they are currently using at the edge of Town was borrowed from Big Sky and it might be time to purchase one. He believes they cost about \$40,000. The total of the requests received so far is just over \$129,000. Mayor Watt explains that they will make final decisions about the funding requests prior to adopting the budget in August.

Mayor Watt says that the next item of discussion is about the Hebgen Basin Rural Fire District agreement to purchase the building at 400 Yellowstone, known as Fire Station 1. Town Manager Dan Walker explains that he was asked in February to review this agreement and determine whether the debt for this building has been paid by the District. Walker explains that he did review the agreement and consulted with the attorney and Fire Chief. He says that although the agreement is a little confusing, they concluded that the building has been paid for through debt forgiveness or a reduction in the amount the Town gives to the District monthly. The District has requested a statement that the debt has been satisfied. Griffith asks multiple questions about the interpretation of the contract. Town Attorney Jane Mersen explains that upon review of all of the information, and says that she believes it has been interpreted correctly. Mayor Watt asks if any of the other council members have questions. Benike and McBirnie indicate that they believe the agreement was followed and the money is in the right place. Griffith suggests that instead of asking the Town Attorney to interpret the agreement, they ask their auditors to review the agreement and payments. Mathews asks Gospodarek if she believes the debt has been paid. Gospodarek says that she has been told that her understanding is incorrect. He asks if she thinks the building has been paid for and she indicates that she does not. Walker says that the numbers add up, the amount required by the agreement matches the amount paid. Gospodarek also explains that the auditors will not provide a legal opinion about the satisfaction of the debt, they will review the payments made and the amount the payments were reduced. Mersen explains that Addendum A outlines the payment schedule. She explains that the middle column on Addendum A showed the projected payment had the Town continued to follow the payment schedule under the old agreement. The new agreement established a payment schedule that established payment for the building through debt forgiveness over the course of the first four years. The new agreement also provides a 1.5% increase annually in the amount paid to the District. Mersen clarifies that she produced a memo in April but did not understand at the time that a journal voucher was entered each month to reduce the debt. Once she received that additional information, she updated her memo in June to clarify that the debt has been paid. Fire Chief Shane Grube explains his interpretation of the agreement and agrees with the Town Manager and Town Attorney that the debt has been satisfied. Mayor Watt says that it is time to bring this discussion to a close, it is not on the agenda for action tonight.

10 minute break

ACTION TAKEN

- 1) Motion carried to approve Purchase Order #6549 to ClearGov for \$5250.00 to purchase a capital budgeting module. (McBirnie, Benike)
- 2) Motion carried to approve the claims, which total \$83,620.29. (Mathews, Benike)
- 3) Motion carried to approve the minutes of June 21, 2022 (McBirnie, Griffith), amended to include the word "carried" in Motion #6.
- 4) Motion carried to approve Resolution No. 778, a resolution increasing water rates, effective July 1, 2022. (Griffith, Benike) See next motion
- 5) Amended motion approve Resolution No. 778, a resolution increasing water rates, effective July 1, 2022, subject to confirmation by the Town Attorney that the effective date of July 1, 2022 satisfies the notice requirements under MCA. (Griffith, McBirnie)

- 6) Motion carried to approve Resolution No. 779, a resolution increasing sewer billing rates, effective July 1, 2022, subject to confirmation by the Town Attorney that the effective date of July 1, 2022 meets notice requirements under MCA and adding two commas to the title. (Griffith, McBirnie)
- 7) Motion carried to approve Resolution No. 780, a resolution setting the fees for the sale of bulk water and the rental of water meters for the purpose of bulk water sales. (Griffith, McBirnie)
- 8) Motion carried to table action on the Single Family Equivalency Schedule. (Griffith, Benike)

Public Hearing: Variance Request, Reduction of front yard setback, Helene Righenour

Mayor Watt reads the hearing notice and explains that the hearing will be continued at the next Council Meeting to comply with all noticing requirements. Building Inspector KC Tanner explains that Fall River has a 20-foot easement on the property but the homeowner needs to build a 24-foot garage to provide ADA access. There is an existing gas line in the easement that would be under the garage unless they move the building to the north. Chipper Smith asks if the Planning Board will have an opportunity to review this, Mayor Watt responds that it will go before the Planning Board next week. Billie Richards asks if all the property owners in the area have been notified by mail. The staff responds that notices were hand delivered but they will mail notices to the actual property owners.

Dave Righenour explains that they have an existing building permit and it was designed to fit within the setbacks, but when the builder came to do the site inspection, the gas line was discovered.

Public Hearing: Utility Rates

Mayor Watt reads the hearing notice. The hearing was advertised in the Bozeman Daily Chronicle, online, and posted publicly at the Town Hall and Post Office. The hearing is to invite public comment on the proposal to increase water base fees 10% per year through June 2025 and increase sewer base fees 12% per year through June 2025. Chipper Smith compares the cost per gallon and the cost per flush between residential uses and commercial uses. He questions whether the factors on the SFE calculator are accurate. Town Engineer Dave Noel points out that they have to consider both the organic and hydraulic load on the system, acknowledging that more water is used in a shower than in a kitchen-but more of an organic load comes out of the kitchen. Amber Smith questions why the base rate is increasing at a faster rate than the usage rate. Noel explains that is driven by pending capital improvements. He says that they know they will have to drill a well within a couple years. He says that generally, the base rate is used to pay for capital improvements and the usage rate is used to pay for operations and maintenance. Amber Smith states that it is unnecessary to break out the SFE for a hotel room with a bathroom from a hostel style room that does not have a bathroom because everyone has to use the bathroom at some point and it doesn't matter if the toilet is down the hall or in the room. No other comments are received.

DISCUSSION

- 1) Gospodarek explains that this software will be used to prepare a capital improvement plan and will allow all departments to collaborate on the final product.
- 2) Mayor Watt explains that there is one addition to the claims list, a claim to reimburse one of the Police Chief candidates for their travel expenses. Mathews asks if the Town has any magnesium chloride that could be applied to the alleys. Public Services Superintendent Jon Simms explains that they have some, but it has to be mixed and wet down, typically done by a licensed contractor.

- 4-5) Mayor Watt reads the resolution publicly. Griffith questions whether it is appropriate to approve the resolution effective July 1, 2022, which would make it a retroactive approval. After discussion, the Council agrees to amend the motion to include language subjecting approval to confirmation by the Town Attorney that the effective date of July 1, 2022 satisfies the notice requirement under MCA.
- 6) Mayor Watt reads the resolution publicly. Mathews asks about Walker's statement earlier that he is going to meet with septage dumping contractors. Walker clarifies that they are going to meet and discuss fees and process.
- 8) Dave Noel distributes copies of a revised single family equivalency (SFE) calculator. Noel explains that the copy they have is not ready for adoption, but they can discuss the recommendations and current structure. Noel explains some of the recommendations and the Council considers holding a work session to discuss the calculator and revenue comparisons. Noel points out that they probably need to establish the factors before calculating the revenue. The Council makes multiple recommendations and discusses specific uses that should or should not be included on the table. Chipper Smith comments that he does have concerns about how some of the uses are calculated and agrees that a work session would be useful. Amber Smith questions why sewer isn't metered, but Noel responds that the usage coming into the wastewater treatment plant doesn't correspond with what comes out of the faucets and points out they have to consider organic loads and the effect on the system.
- A) **Town Manager & Staff Reports:** Town Manager Dan Walker thanks the staff and specifically the Public Services Department for their efforts and work over the weekend. He reports that that he and Town Attorney Jane Mersen are working on the health care agreement with Billings Clinic and anticipate having it ready for the next council meeting. He reports that the staff has met to discuss septage hauling and intends to meet with local haulers in the near future. He says they have had support from their local representatives on the airport lease and have a meeting scheduled later this week with Montana Department of Transportation. He also mentions that Judge Jent's appointment expires at the end of the year. Judge school is in the fall, so the Council needs to determine if they want to reappoint him or accept applications. Mayor Watt says they will have to discuss that in the near future.

The meeting is adjourned. (9:35 PM)

Mayor

ATTEST:

Town Clerk

Finance Department – Week of 7/4/2022

Provided month-end resort tax info to town council

Processed Claims

Monthly reconciliation of bank statements, investments etc. Map Fund info out

Resort Tax information out to council, interested parties

Engaged in discussion with County about GO Bond adjustments on upcoming mill levy

Received TBID budget from district for inclusion in the budget

Met with Vely about Recreation Scholarship availability

Attended: Council Work Session and Regular Meeting 7/5/2022

- Met with Dept. Heads, Dan Walker and Dave Noel for discussion on capital projects and purchases
- Dept Meeting on 7/9/22
- Septage permit meeting with Peggy Russell, Dave Noel, Jon Brown, Jon Simms and Dan Walker

Finance Department – Week of 7/11/2022

Prepared capital budget and CIP summaries

Reviewed Payroll

Worked with auditors on correcting an entry from a previous period.

Still working to get updated SAM.gov admin status!

Meetings:

- Met with DNRC, DEQ, Gallatin County, Dan Semmens, Jane Mersen, Forsgren, CDBG on wastewater update.
- Met with Kevin Harris, Dave Noel and Dan Walker for monthly engineering update
- Met with Dan on CIP formats for 7/19 discussion
- MMIA Executive Board Meeting on Mod Factor update

Public Services Dept. Bi-weekly Report: June 30th thru July 14th, 2022

Work performed

Support needs of the 4th of July events. Place benches and bike racks throughout central business district. Daily trash and recycling collection. Continue resolving sprinkler leaks, fixing cracked line, replacing diaphragms and program additional watering cycles to help sustain healthy grass. Install SAS casting on alley B near general store. Clean out curb-stop valve boxes, exercise gate valves, install foam valve plugs to block any further debris from building up inside valve housing. Weekly problem area inspections on SAS mainlines. Haul away material and debris accumulating in the snow storage areas throughout the inner parks. Add material to roadside berms as needed for proper grade, mitigate tripping hazards. Fill in washed out areas with material near fire hydrants. Replace tubing on covid sampler at Iris Station. Patch and seal flat roof at Madison lift station. Pressure wash raven debris from sidewalks throughout central business district as well as picnic tables at Pioneer Park. Street sweeping, brooming aprons. Utility locates as they come through. Water meter and service valve requests as needed. Haul tagged vehicles for the police department as requested. Cleanup graffiti at town park and respond to vandalism, (need to repair broken skylight again). Install new soccer nets. Asphalt/ pothole repairs. Continue replacing worn signage, straighten posts. Patch holes in north and south side of well pump house buildings 1 & 2 with metal lath screen. Fix toilet in east bathroom at town hall and replace drop kit. Cleanup debris blowing out of triple bin roll off containers at PW shop. Respond to water line pressure issues at 512 Gibbon on (7/13), water being supplied to the meter just fine. Mowing grass, running string trimmers, catching up on weed control, fertilize lawns with weed and feed at all town properties. Tree work and deadfall cleanup at cemetery, fill in sunken grave spaces. Mark gravesites for Bozeman Granite Works and Memorial Monuments for headstone delivery. Newly placed headstones set for Lot 33, Grave 4 and Lot 64, Grave 3. Repair 6 water line leaks in crawlspace at UPDL. Out-service on 2018 Ram 6.4L (cam and lifter issues, cylinder head #4). Haul 2001 Freightliner to Diesel Depot to resolve and diagnose cylinder issues.

Administrative

Schedule parts orders and updates to town's fleet. Place orders for necessary O&M supplies, follow up with vendors on supply chain issues. Discuss upgrade needs to 772G with Jay Harris at RDO Equipment after inspection. Touch base with Bill Szedlar at Tractor & Equipment on leasing options for grader and payloader. Equipment leasing options with Ryan Clark at RDO (will put something together for me once he's done with his training in Fargo, ND). Coordinate plumbing and meter updates with PJ's Plumbing. Coordinate out-service for 22 Sienna at Ressler Toyota (check engine light again, causing vehicle to go into limp mode, safety recall as well) Oversee Casting Pond updates (liner is in and sand has been backfilled to grade, basins and rough plumbing are now in also). Contact Wade Sury for bid on phase 2 concrete. Met with Jess Miller of ASI to evaluate pavement treatment needs. Reached out to Knife River for proposal on asphalt overlay of basketball courts. Respond to low level alarms at holding tank, adjust well #4 as needed, now running at full capacity 60 hz (roughly 580 GMP) to keep up with low flows from Whiskey Spring. Follow up with Joel Miller and Paul Bence on signage order at MDOC. Reach out to

Bozeman Security Solutions for camera system improvements throughout town. We need to monitor the increased vandalism and critical infrastructure more closely. Meet with Michelle D. at the library to look at fatigue in the support columns on north side of building near garden. Monitor bulk water sales with DOT's contractors and get them billed for final usage: Landslide Technologies, SK Geotechnical and Holt Surveyors. Speak with sales rep Neil Depooter at Parkin Tennis Courts again on getting a proposal for updating court surfaces from basketball to pickleball at Madison Addition Park on Electric St. Place order for necessary operating supplies with Aquapro. Coordinate with local resident to help fulfill his community service hours. Follow up on proposal to purchase Snow Dragon/ bulk snow melting implement from city of Billings. Reach out to Bozeman ADC for service updates to ADA operators at town library and town hall. Discuss upcoming projects with Dave Noel and Town Manager. Follow up with Mtn West Electric on lighting retrofit in Firehole room for scheduling. Coordinate door repairs with locksmith, replace lever at lift station and east man door at town hall. Get back with Montana Lines and Mountain States Lighting on Highway 20 light pole upgrades. Budgetary meeting and work session with town council. Attend Parks and Rec Meeting and give an update to the board. Business Improvement Advisory Board Meeting. Discuss septage permitting process and CIP with Forsgren Engineering. Coordinate with staff at Forsgren and Jon Brown to review best management practices for wastewater collection/ treatment facility and water distribution system. Investigate weir levels on cells A & B at lagoon. Coordinate monthly coliform/ bac- T samples with Jon Brown. Follow up on proposals for CIP projects. Conduct weekly COVID samples (results available on the Gallatin County Health Departments website). Review city policies, procedures, collective bargaining agreement, safety protocols and codified ordinances. Review city policies, procedures, collective bargaining agreement, safety protocols and codified ordinances. Evaluate 2022 budgetary needs, review purchase orders and submit weekly invoices. Enter timesheets and payroll for crew. Respond to WY pump status reports and dispatch to town as necessary.

JOB AND SOCIAL SERVICE

HIGHLIGHTS

JULY 1-14, 2022

Donations from local business and residents

Gas Voucher for a gentleman traveling to Bozeman for medical treatment

H2B and J1 workers coming into our office needing “emergency food “assistance. Once they receive their first paycheck, we check to see if they qualify for monthly food boxes

Many individuals are checking the job board that is updated daily

Again, thanks to Vely for helping with translating

Summer workers are utilizing the Clothing Bank

Several monthly food boxes prepared for clients

Assisted a client with renewing his work Visa

Shower is being used on a regular basis

SNAP renewals

Tourists who are leaving our town are dropping off food for the pantry

Coordinating with CHP – Patty Peterson on the Salvation Army “Tools for School” program

Working with Public Work on Fencing in the Basement

TOWN OF WEST YELLOWSTONE

PUBLIC HEARING Variance Request Reduction of Front Yard Setbacks

NOTICE IS HEREBY GIVEN that the West Yellowstone Town Council, serving as the Board of Adjustments, will conduct a Public Hearing **July 19, 2022** at the West Yellowstone Town Hall and virtually by Zoom, Meeting ID 893 834 1297. This hearing is a continuance from July 5, 2022. The purpose of the public hearing will be to consider a variance request from Section 17.12.050 of the West Yellowstone Municipal Code made by Helene Rightenour at 316 Lewis Avenue. The property is located in the R-2, Single-Family, Medium Density, of the Madison Addition of the Town of West Yellowstone. The request is to allow a variance to the required 25-foot front yard setback to 15 feet due to an existing gas line. The lot is a corner lot and the zoning code requires two 25-foot front-yard setbacks. The other front yard will comply with the 25-foot setback requirement.

The public hearing will be held during the regular Town Council Meeting which begins at 7:00 PM. The meeting will take place in West Yellowstone, MT, at which time oral testimony will be taken from the public in person, in writing, or by Zoom. Written testimony may be submitted until 5:00 PM on the date of the hearing to the Town Clerk at the Town Hall, 440 Yellowstone Avenue, by mail to PO Box 1570, West Yellowstone, MT 59758, or by email to info@townofwestyellowstone.com. For further information contact the Town Clerk at (406) 646-7795.

Elizabeth Roos
Town Clerk



REQUEST FOR VARIANCE

Town of West Yellowstone
Gallatin County, Montana

DATE: 6/17/2022
APPLICANT: Helene Righetenour
ADDRESS: P.O. Box 246, West Yellowstone, MT 59758
PHONE: 406-646-9057 Alt: Dave 406-640-0191
INTEREST IN PROPERTY: Owner

OWNER OF RECORD'S SIGNATURE: Helene L. Righetenour

1. LEGAL DESCRIPTION:

Subdivision: Madison Addition
Block: 16 Lot: 1
Zoning District Number: R-2

2. Section, Part, and Paragraph of the Zoning Ordinance that you are applying for a variance from: 17.12.050

3. Request for Variance is related to: Yard 1
Height _____
Use _____
Parking _____
Other Utilities 16 feet onto Property

(Mark All that Apply)

4. Please state specifically the change(s) proposed and the reason(s) such changes are necessary Utilities are 16 feet onto the south side of the property. The Building permit was Approved for an 8 Foot setback. Need to Move the House 10 Feet into the 25 Foot Setback to clear the gas main line and other Utilities. Permit # 005-2022

5. Application Fee: \$75.00 Paid _____ Date _____

Helene L. Righetenour
Signature of Applicant

June 17, 2022
DATE

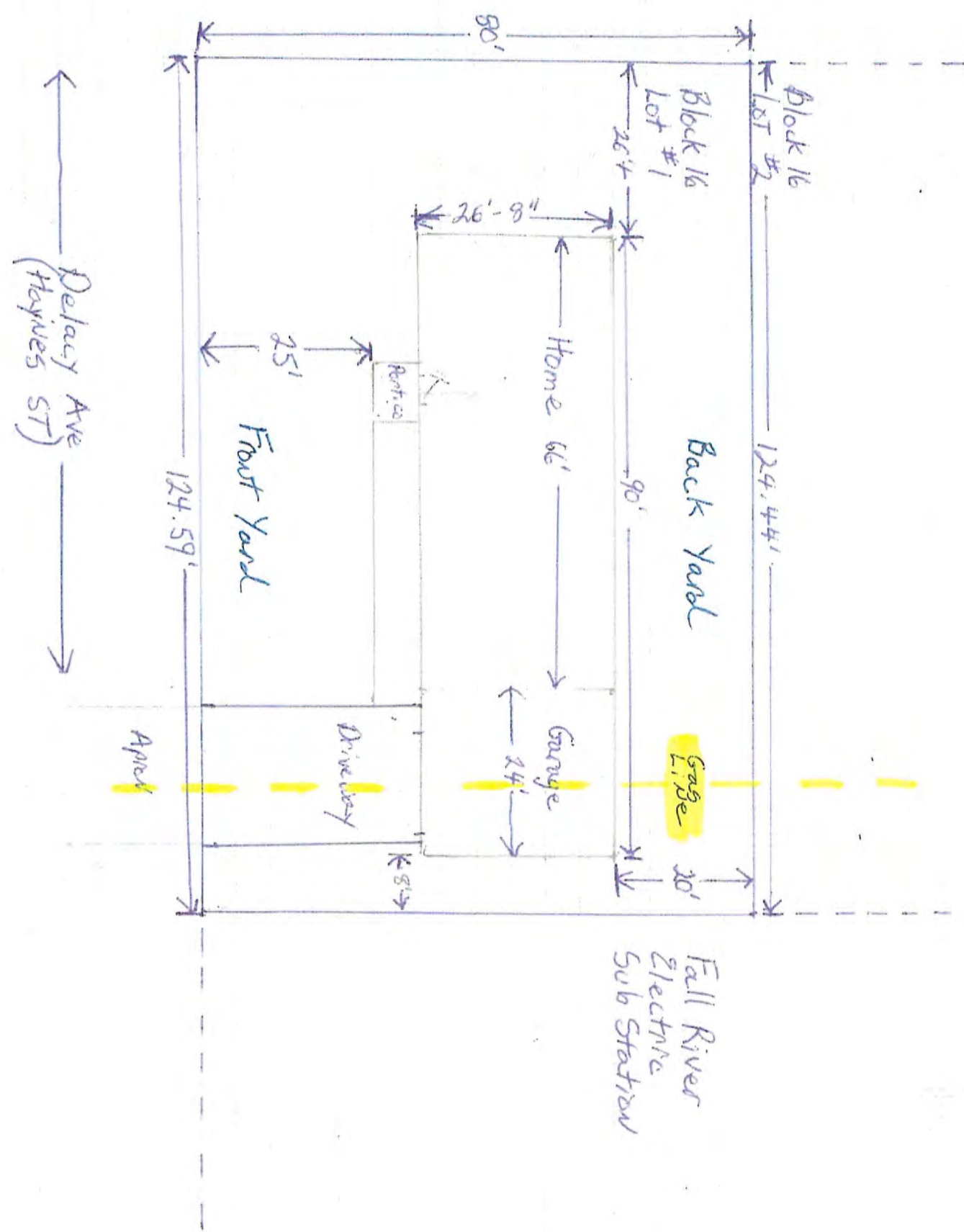
For Office Use Only:
DECISION BY TOWN COUNCIL

Approved Disapproved

Mayor/Operations Manager

DATE

← Lewis Ave → ^N



Elizabeth Roos

From: Kyle Tanner
Sent: Thursday, June 30, 2022 7:46 AM
To: Elizabeth Roos
Subject: Fw: Ritenour property

From: Steve Larson <slarson@egas.net>
Sent: Thursday, June 30, 2022 7:02 AM
To: Kyle Tanner <ktanner@townofwestyellowstone.com>
Subject: Ritenour property

After reviewing the site I would like to see the structure moved north as requested to avoid conflict with the utility ROW. These lots have a different ROW structure compared to the rest of the Mad. Add. Most utility corridors are 10 feet either side of the property line but this one is 15 feet all on the north side of the property line due to the Fall River sub-station.

Please contact me if you have any more questions or concerns

Thank you

Steve



Steve Larson | District Manager
Energy West Montana, Inc.
145 Geyser Street | West Yellowstone, MT 59758
office: 406-646-4437 | fax: 406-646-4830
slarson@egas.net | www.ewst.com



*****CONFIDENTIALITY NOTICE*****

This communication, including any attachments, may contain confidential and/or proprietary information (and, in some cases, information protected by either or both doctrines of attorney-client privilege and attorney work-product), and is intended only for the individual(s) or entity or entities to whom the communication is addressed. Any review, disclosure, dissemination, or copying of this communication by anyone other than the intended recipient(s) is strictly prohibited. If you are not an intended recipient, please contact the sender by reply e-mail, and delete and destroy all copies of the original message. Unauthorized interception of this email is a violation of federal criminal law.

6-30-22

Good Afternoon,

To whom this may Concern,

City of West Yellowstone,

Fall River Rural Electric has been notified of an issue on Lot 1, Block 16, building a new home. We have an easement though this property of twenty feet from our fence at the substation. This is for all utilities and Fall River. We also have a Three Phase sector by the fence on the outside we can not have blocked. I will attach the easement paperwork. If you have any other questions, please feel free to contact me.

Thanks

A handwritten signature in black ink, appearing to read "Tim Jenkins", written in a cursive style.

Tim Jenkins

Engineering Service Representative



Application for Zoning Permit

Town of West Yellowstone 440 Yellowstone Avenue PO Box 1570 West Yellowstone, MT 59758	406-646-7795	Administrative Use Only Date: _____ Accepted by: _____ Fee: \$ _____ Cash/Check#: _____
--	--------------	--

***A zoning permit is required for all new construction (residential or commercial), additions, renovations, relocation of a structure, or erection of a fence or sign within Town limits*

Submit this application and all required information to the Town Offices.

Fees shall be paid according to the current schedule - contact Town Offices for fee information.

- 1. APPLICANT(S)/OWNER(S) OF RECORD** [owner of land or building, or person(s) authorized to represent the entity that is the owner of record, and to whom copies of all correspondence are to be sent]:

Name: Jeff & Karen McBirnie
Mailing Address: P.O. Box 1716
City/State/Zip: West Yellowstone, MT 59758 Phone: 360-850-3466
Email: bt3vex@gmail.com

- 2. AGENT/REPRESENTATIVE** [list all agents to whom copies of all correspondence are to be sent]:

Name: _____
Mailing Address: _____
City/State/Zip: _____ Phone: _____
Email: _____

- 3. LEGAL DESCRIPTION OF PROPERTY:** [the land or building that the petition is applicable to for this property owner/applicant]:

Street Address: 321 Hayden St. Subdivision: _____
Block: _____ Lot: _____ Lot Size and Dimensions : _____ Acres/Square Feet (circle)

- 4. USE AND OCCUPANCY:**

Long Term Rentals - Housing - Adding Triplex Studios

What is the use of the building or property? (list all) _____

Is this building or property mixed use? YES NO

If more than one use, please describe: _____

What is the occupant load? _____ Number of parking spots on site? 12

Number of buildings (Dwelling Units): 3 Number of Bedrooms (Sleeping Units): 10

5. **ATTACHMENTS:** Please attach the following:

- D Detailed site map showing the lot dimensions, acreage, and location of the property lot. Include building and/or wall setbacks, building dimensions and parking spaces available.
- D A legal and general description of the property lot upon which the construction, addition, relocation of a structure, or erection of fence or sign will take place.
- D A legal survey may be required if the setbacks are in question.

If your proposed building project does not meet the requirements as set forth above, you must apply for a variance. A separate variance application is available from the Town Office

Submit this completed application and accompanying documentation to the Town Office along with the application fee.

I hereby certify that the information submitted herein, on all other submitted forms, documents, plans or any other information submitted as a part of this application, to be true, complete, and accurate to the best of my knowledge. The signing of this application signifies permission for the Town of West Yellowstone officials and representatives to visit the property during the review. I understand that upon issuance of the Zoning Permit, any modifications to the project must be re-submitted to the Town for approval. Failure to do so may result in the project being halted and fines issued.



Applicant/Property Owner Signature

5/28/22

Date

Applicant/Property Owner Signature

Date

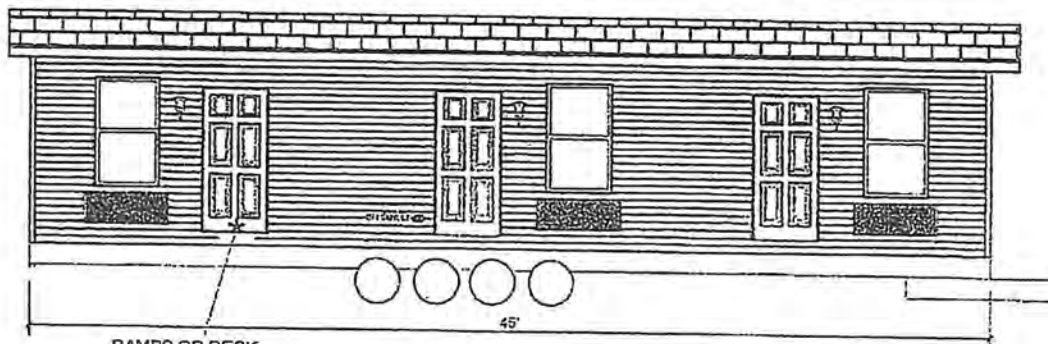
Attach additional signature pages if necessary

GENERAL NOTES:

1. ALL WINDOWS SINGLE HUNG INSULATED LOWE.
2. SIDING IS VINYL LAP FACTORY APPLIED OVER 3/8" MIN OSB SHEATHING AND POLYETHYLENE FABRIC HOMEWRAP SHEATHING PAPER (PRIZEWRAPOR EQUAL) INSTALLED TO THE MANUFACTURER'S INSTALLATION INSTRUCTIONS. (SIDING FOR ENDS IS SHIPPED LOOSE FOR FIELD INSTALLATION BY OTHERS.)
3. PERIMETER ROOF OVERHANG IS 4" AND 12" OF PERFORATED METAL OR VINYL SOFFIT WITH VENTILATION TO THE ATTIC SPACE.
4. SOME STANDARD AND OPTIONAL FEATURES ARE SHOWN.
5. ALL GUTTERS, DOWN SPOUTS, STEPS, RAMPS, AND HANDRAILS BY OWNER.
6. CRAWLSPACE ACCESS AND/OR VENTS NOT SHOWN.
7. THIS UNIT HAS ATTIC VENTILATION OF NOT LESS THAN 1/150th OF THE ATTIC AREA WITH 50% OF THE REQUIRED VENTILATING AREA PROVIDED BY BY VENTILATORS LOCATED IN THE UPPER PORTION OF THE SPACE TO BE VENTILATED AT LEAST 3 FEET ABOVE EAVE OR CORNICE VENTS WITH THE BALANCE OF THE REQUIRED VENTILATION PROVIDED BY EAVES OR CORNICE VENTS.

DESIGNATED FIELD WORK

FRONT ELEVATION



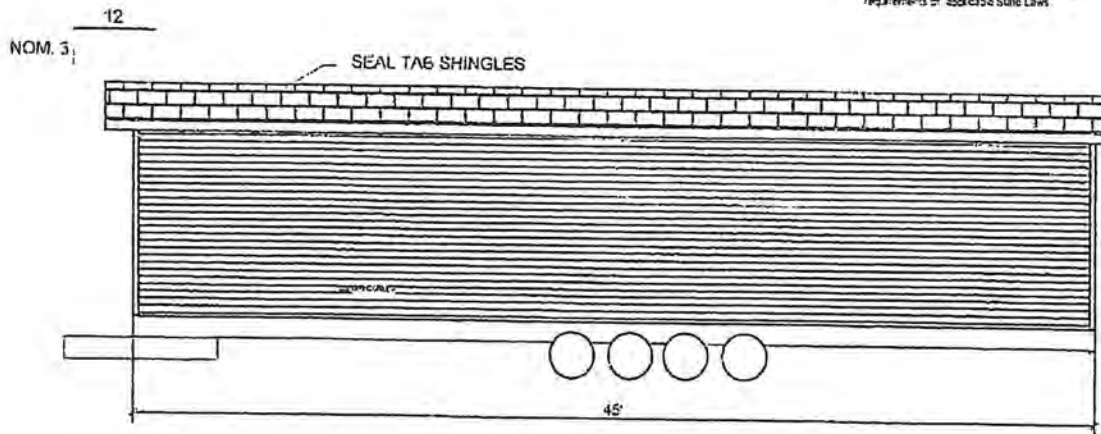
RAMPS OR DECK
ON-SITE BY OTHERS
TO LOCAL CODE

APPROVED BY

NIA INC.

02/26/2013

Approval of this document does not authorize or approve any deviation or deviations from the requirements of applicable State Laws.



REAR ELEVATION

CHAMPION

308 SHERIDAN DRIVE TOPEKA, IN 46571

APPROVER'S SEAL

MODIFICATIONS

MODEL: ICS 1445-ND-3 Plex
Model Description

SHEET:

TITLE: ELEVATION PLAN

EV-101

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DRAWN BY: L.Baughman

DATE: 02-07-13

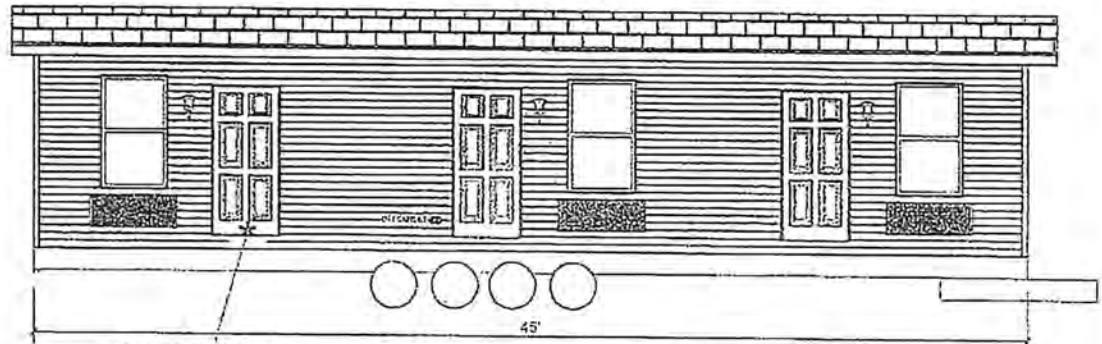
SCALE: 1/8" = 1'-0"

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DESIGNATED FIELD WORK

FRONT ELEVATION

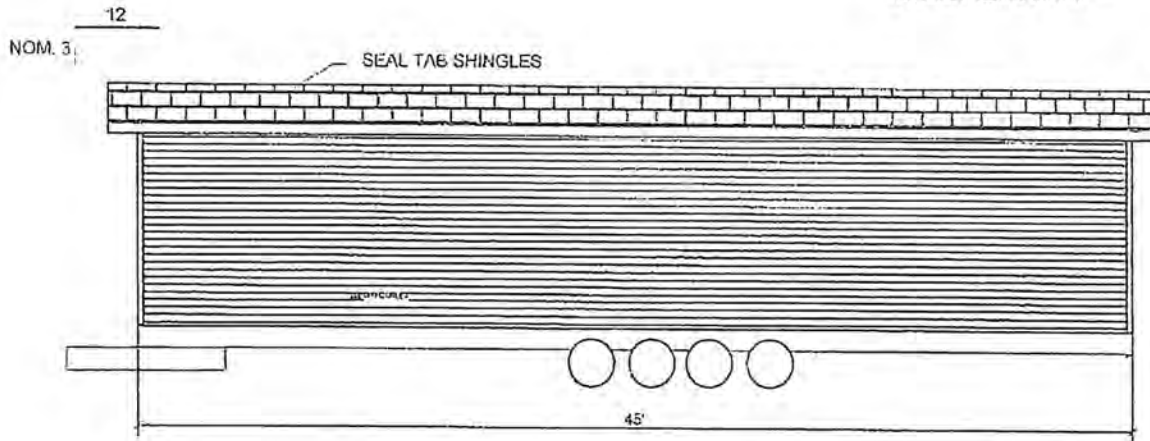


RAMPS OR DECK
ON-SITE BY OTHERS
TO LOCAL CODE

APPROVED BY



Approval of this document does not authorize or approve any deviation or deviations from the requirements of applicable State Laws.



REAR ELEVATION



308 SHERIDAN DRIVE TOPEKA, IN 46571

APPROVER'S SEAL

MODIFICATIONS

MODEL: ICS 1445-ND-3 Plex
Model Description

SHEET:

TITLE: ELEVATION PLAN

EV-101

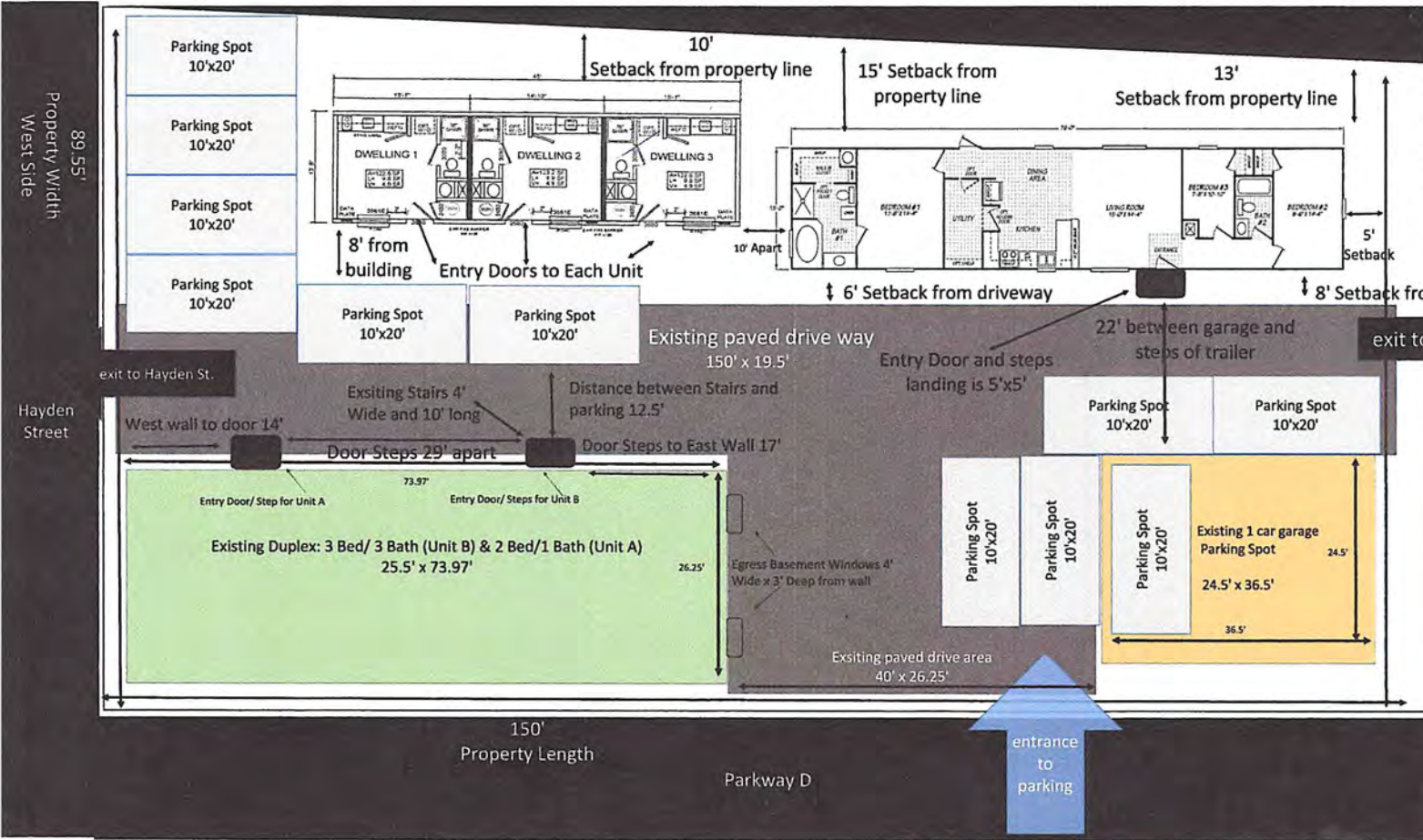
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DRAWN BY: L.Baughman

DATE: 02-07-13

SCALE: 1/8" = 1'-0"

received
5-10-2022



11 parking spaces needed
6 - for existing houses
5 - for new apartment

82.47'
Property Width
East side



ZONING SITE PLAN INFO

TOWN OF WEST YELLOWSTONE

Address 321 Hayden st

Name and Business Jeff + Karen McBernie

Zoning Block B-3 Use Commercial OR Residential

Building Permit State OR Town of West Yellowstone

Units and Classification Use employee housing Triplex

Parking Existing _____ Required _____ Buy in lieu of _____ 2 per single family
1.5 per apartments

Drainage _____

SFE Existing 3 Required _____ Buy 3

Units and Classification _____

Water and Sewer Connections Yes No # _____ Cost _____

Town Engineer Letter _____

Madison Addition Assoc. Letter _____

Set Back Required _____ Commercial _____ Residential

Fire Wall Requirements Yes No Where 1hr 2hr

Sprinklers Yes No

County Requirements _____

Use Town Property for Entrance Yes No alleg

Stipulations _____

Existing Issues _____



Application for Zoning Permit

Town of West Yellowstone 406-646-7795 440 Yellowstone Avenue PO Box 1570 West Yellowstone, MT 59758 info@townofwestyellowstone.com	Administrative Use Only Date: <u>4-6-22</u> Accepted by: <u>RCT</u> Fee: \$ _____ Cash/Check#: _____ Zoning Permit # _____
---	--

**A Zoning Permit is required for all new construction (residential or commercial), additions, renovations, relocation of a structure, or erection of a fence within Town limits. Submit this application and all required information to the Town Offices. Fees shall be paid according to the current schedule - contact Town Offices for fee information.

1. **APPLICANT(S)** [owner of land or building, or person(s) authorized to represent the entity that is the owner of record, and to whom copies of all correspondence are to be sent]:

Name: Kent Swanson
 Mailing Address: P.O. Box 573
 City/State/Zip: W. Yellowstone, MT 59758 Phone: (801) 425-7313
 Email: fjdrizzle@hotmail.com

2. **OWNER OF RECORD** (If different from Applicant):

Name: Gracie Swanson
 Mailing Address: P.O. Box 408
 City/State/Zip: W. Yellowstone, MT 59758 Phone: (406) 646-1046
 Email: _____

3. **LEGAL DESCRIPTION OF PROPERTY:** [the land or building that the petition is applicable to for this property owner/applicant]:

Street Address: 220 Madison Ave Subdivision: B3
 Block: 26 Lot: 3 Lot Size and Dimensions: 100x150 Acres/Square Feet (circle)

4. **USE AND OCCUPANCY:**

What is the use of the building or property? (list all) Single Family Homes
 Is this building or property mixed use? YES NO
 If more than one use, please describe: Personal Residence, Employee Housing, Nightly Rentals
 What is the occupant load? _____ Number of parking spots on site? 8
 Number of buildings (Dwelling Units): 4 Number of Bedrooms (Sleeping Units): _____

received
May 5 - 2022

Project Description

Please provide a detailed description of the project. Clarify whether this project is new construction or a remodel and if there are any existing structures, businesses, or uses that already exist on the property.

This project will be initiated in 3 phases
This project is new construction consisting of
3- 4 bedroom log homes. Each phase consists of the
removal of an existing mobile home and construction
of a 4 bedroom log home in its place. The current
mobile ^{home} structures are used to house employees for
Old Town Cafe. The new construction log homes will
be used to house employees and nightly rentals. The
first mobile home has already been removed for the
first phase. This building permit request is for the
phase 1. The property currently has a well to provide
water and has 4 sewer lines. No new sewer lines
are necessary for this project. We will submit
seperate building permits for each phase.

We are skipping phase 1 and
going to phase 2

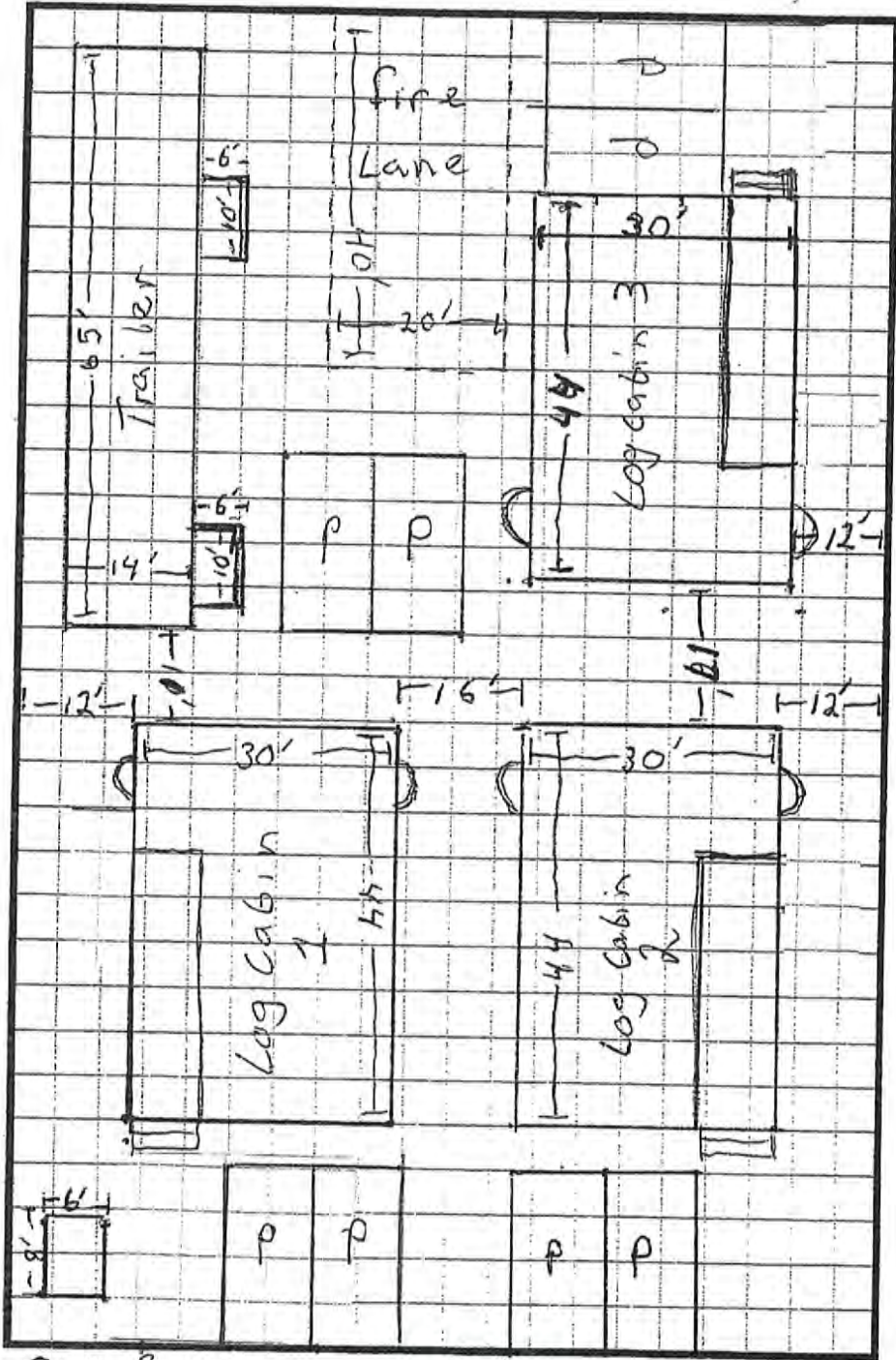
KS

6-22-22

received
MAY 16 2011
KCF

Site Plan

Business Name: BID Town Trailer Park Phase # 3
Business Owner: Gracie Swanson
Business Street Address: 220 Madison Ave
Block: 26 Lot: 3 Subdivision: B3



Turn space

One Square = to 5' x 5' to scale

Note: This grid represents a standard Town lot, 100 feet by 150 feet.



ZONING SITE PLAN INFO

TOWN OF WEST YELLOWSTONE

Address 220 Madison Ave

Name and Business _____

Zoning Block B-3 Use Commercial OR Residential

Building Permit State OR Town of West Yellowstone

Units and Classification Use _____

Parking Existing _____ Required _____ Buy in lieu of _____ 2 space single family & total

Drainage _____

SFE Existing 4 Required _____ Buy Water+meter

Units and Classification _____

Water and Sewer Connections Yes No # _____ Cost ~~well water~~ water connection + meter

Town Engineer Letter _____

Madison Addition Assoc. Letter _____

Set Back Required _____ Commercial Residential _____

Fire Wall Requirements Yes No Where 1hr 2hr

Sprinklers Yes No

County Requirements _____

Use Town Property for Entrance Yes No




Stipulations 20X firelane 40' deep required
MUST Hook up to towns water system and well cased
starting with phase 2. Phase 3 will need approval at later time

Existing Issues _____

220 madison ave

Write a description for your map.

Legend

-  Line Measure
-  Line Measure
-  Line Measure





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GRACIE M
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3



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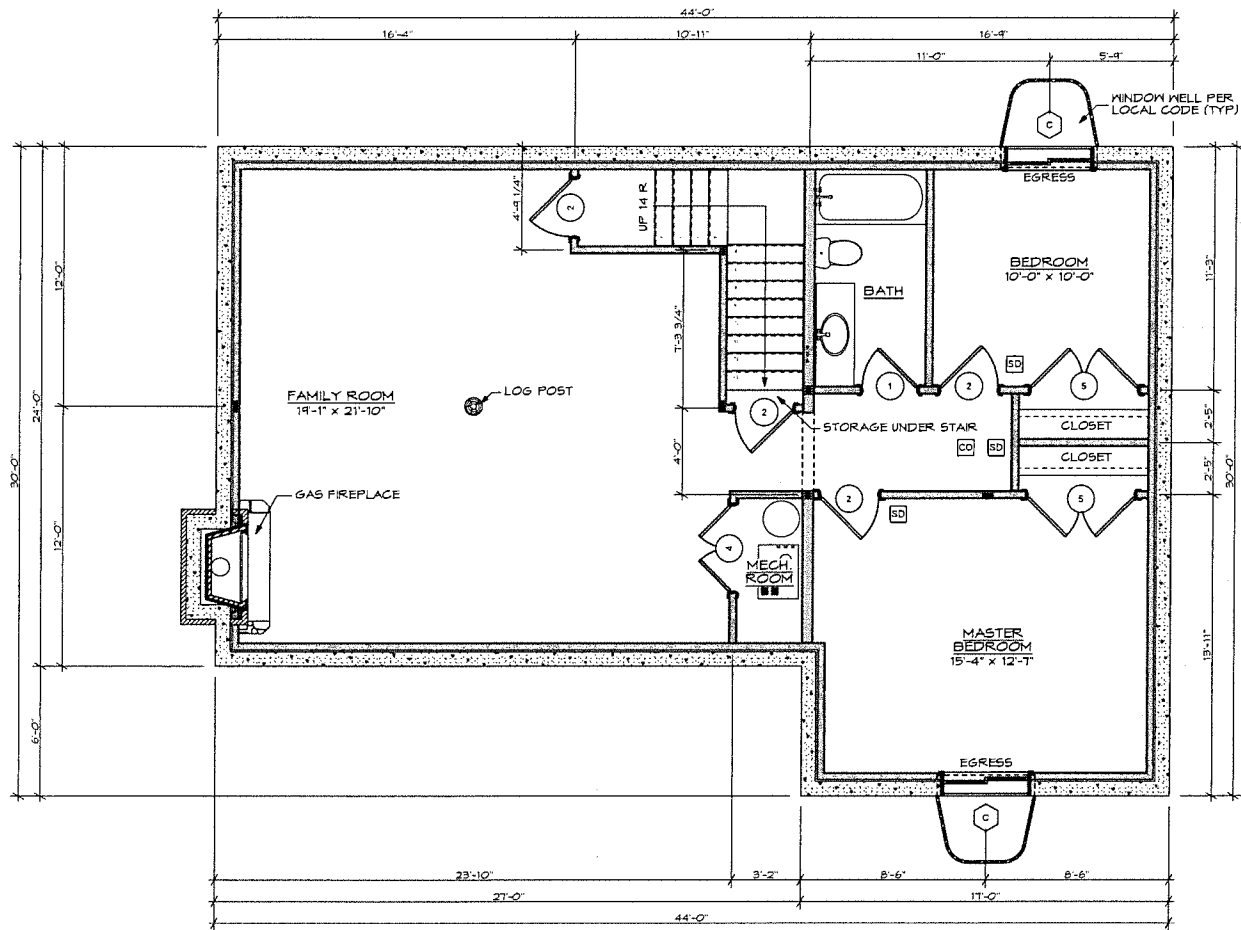
Draftsman: TS22082

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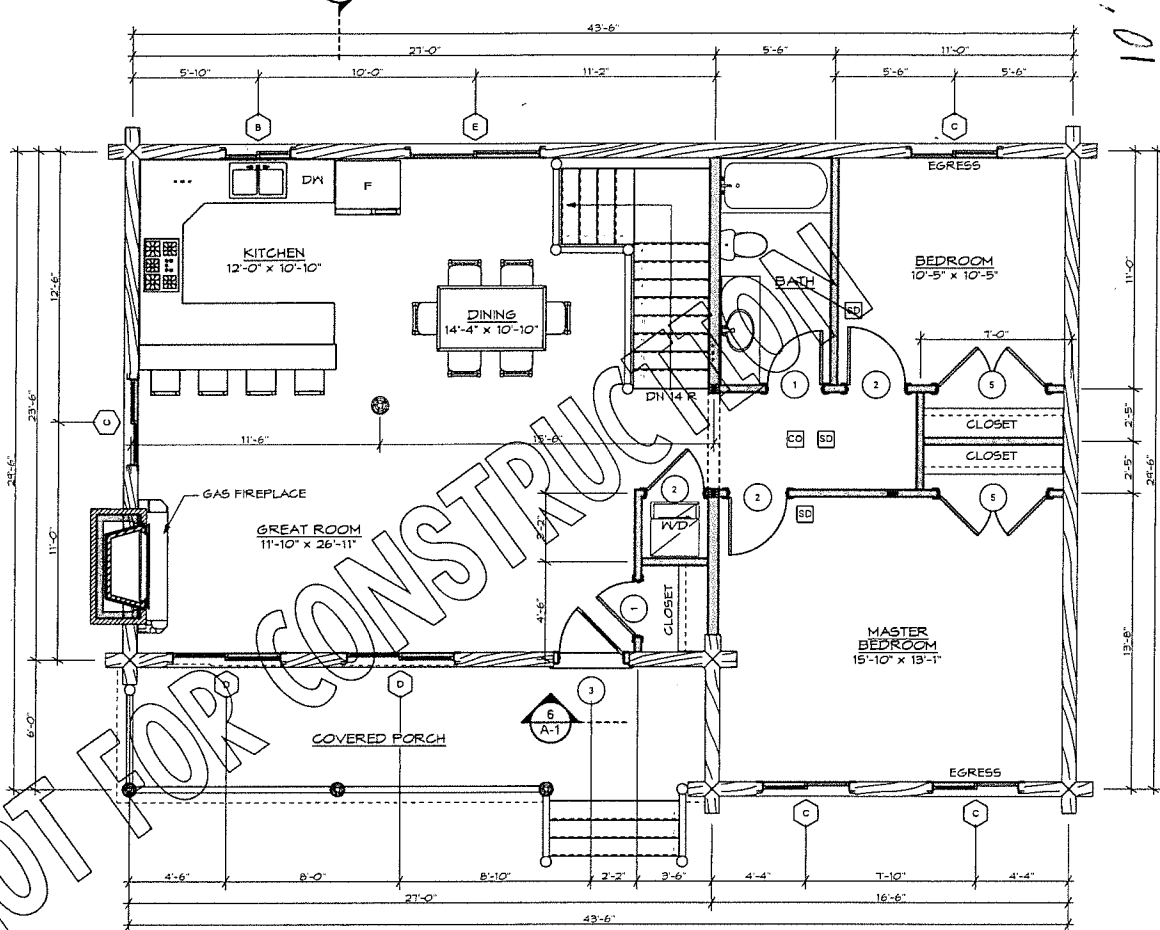
Revisions:

Plot Date: 3/24/22

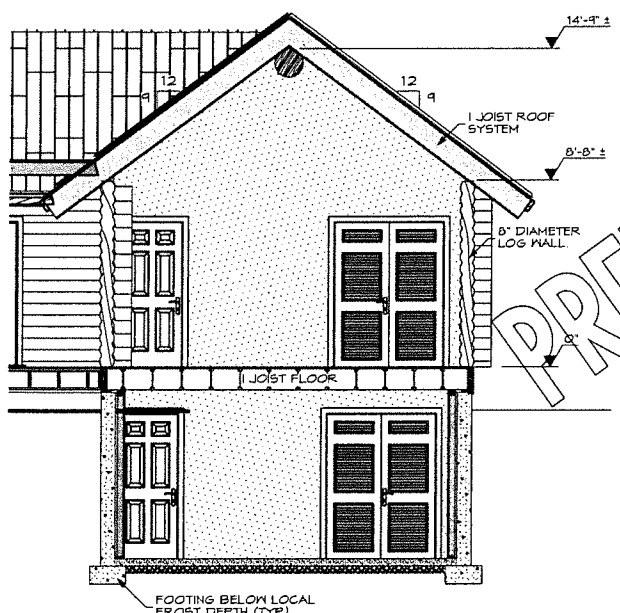
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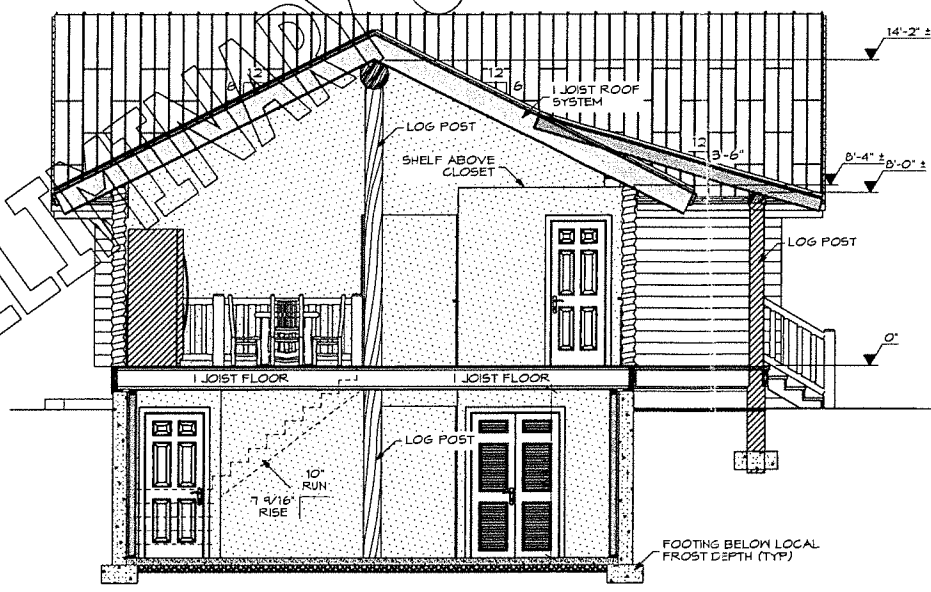
BASEMENT FLOOR PLAN
SCALE: 1/4" = 1'-0"



MAIN FLOOR PLAN
SCALE: 1/4" = 1'-0"



SECTION @ MASTER
SCALE: 1/4" = 1'-0"



SECTION @ KITCHEN/GREATROOM
SCALE: 1/4" = 1'-0"

NOTE:
ALL (A) WINDOWS & DOORS ARE TO BE VERIFIED IN THE FIELD TO DETERMINE ACTUAL SIZE AND PLACEMENT.
ALL DOOR / WINDOW SIZES AND TYPES TO BE DETERMINED PER OWNER/BUILDER AND MANUFACTURERS SPECIFICATIONS
FIELD MEASURE THE CORRECT ROUGH OPENINGS FOR ALL PICTURE WINDOWS PRIOR TO ORDERING.

WINDOW KEY			
ID	WINDOW SIZE	QTY	WINDOW NOTES
B	3'-0" x 3'-6"	1	
C	4'-0" x 4'-0"	6	(4) EGRESS
D	5'-0" x 4'-0"	2	
E	6'-0" x 4'-0"	1	

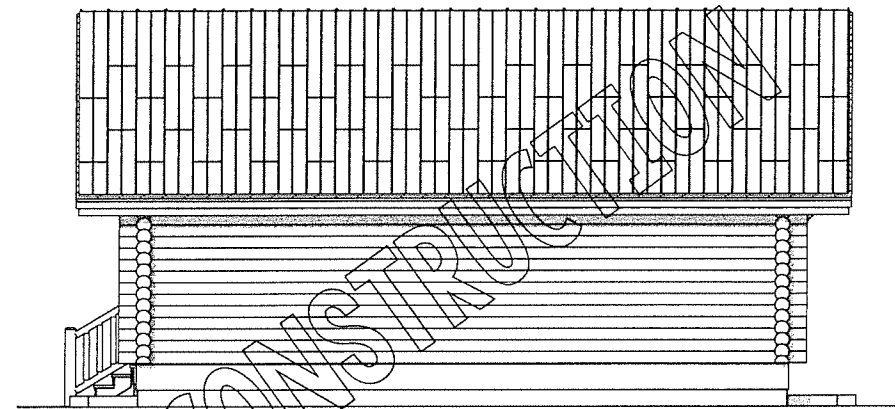
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5	5'-0" x 6'-8"	4	

SQUARE FEET	
MAIN FLOOR:	1158
SECOND FLOOR:	N/A
BASEMENT:	1158
GARAGE:	N/A
LIVABLE AREA:	2316
TOTAL AREA:	2316

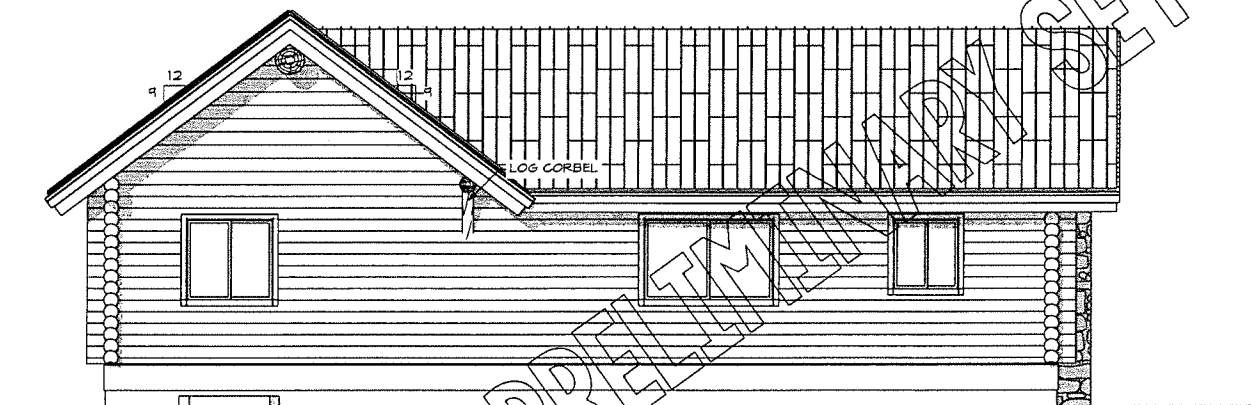
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FRONT ELEVATION
SCALE: 1/4" = 1'-0"



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BACK ELEVATION
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LEFT ELEVATION
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The owner / builder are responsible for acquiring an engineer to size structural members. If engineering is not done then the owner / builder is liable for the structural members.

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Westerner (8 Inch)
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Revisions:

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A-2



West Yellowstone Cabin (Westerner)

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www.yellowstoneloghomes.com

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T-1

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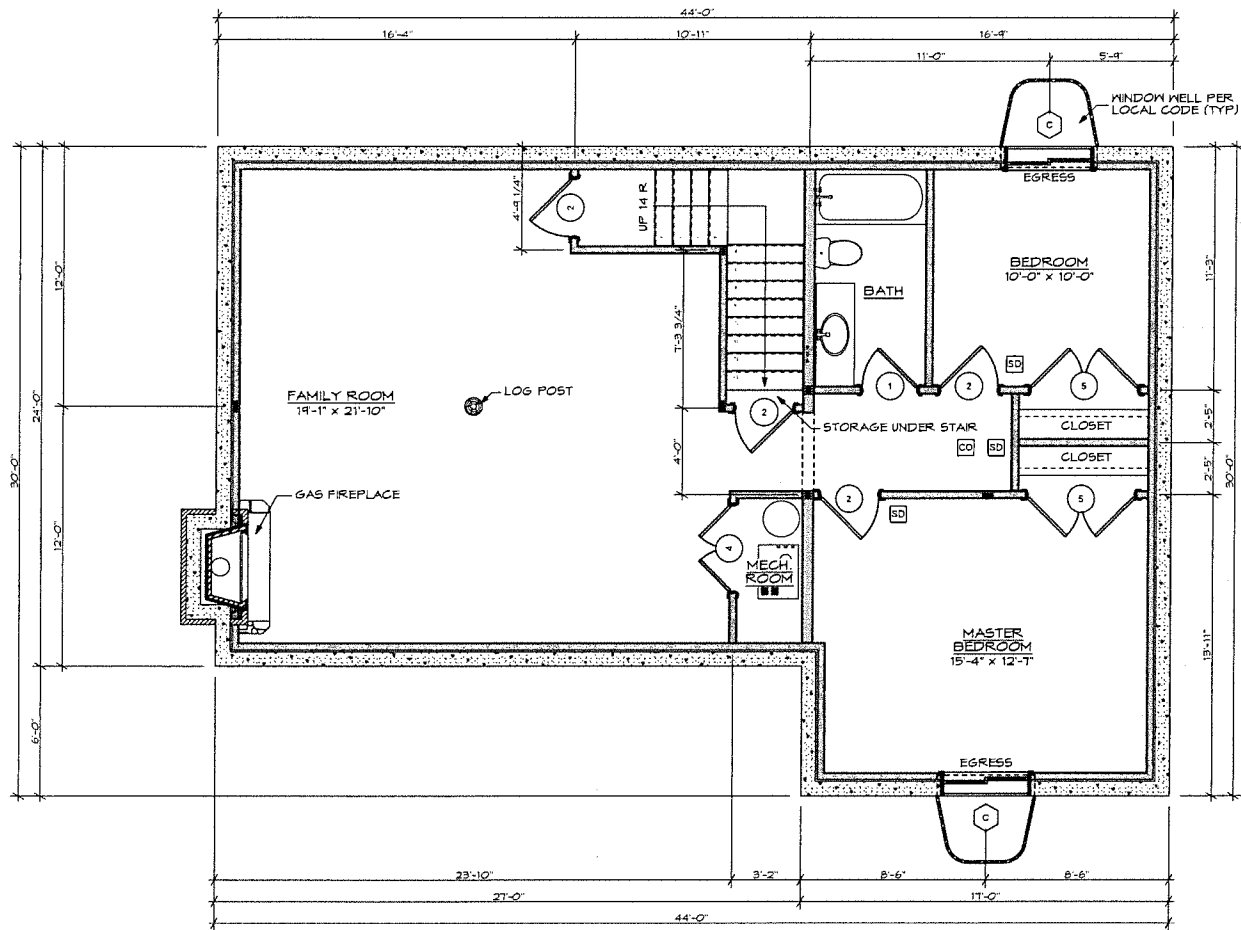
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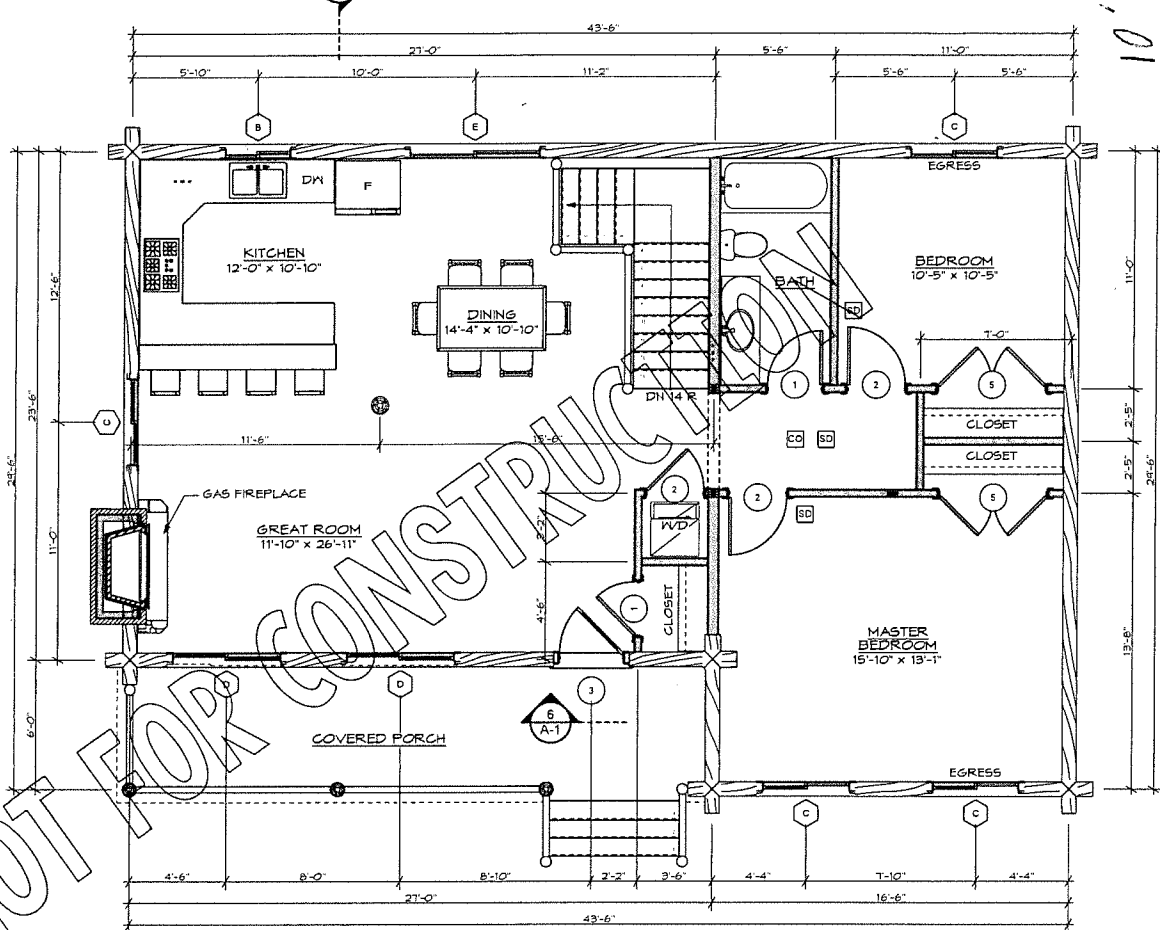
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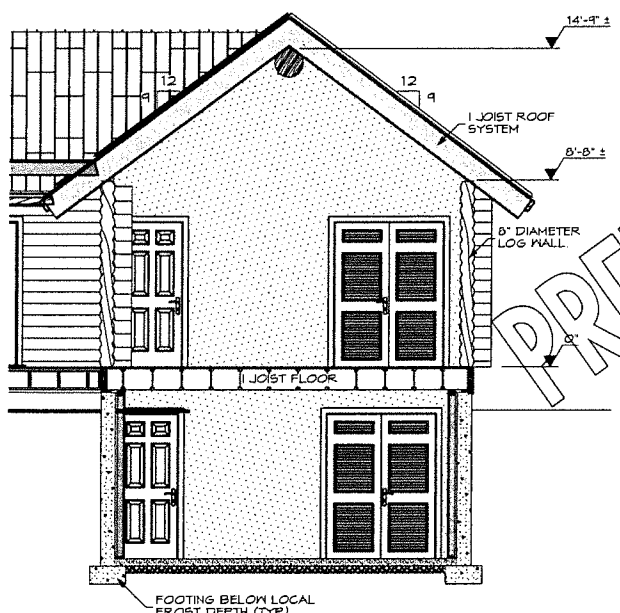
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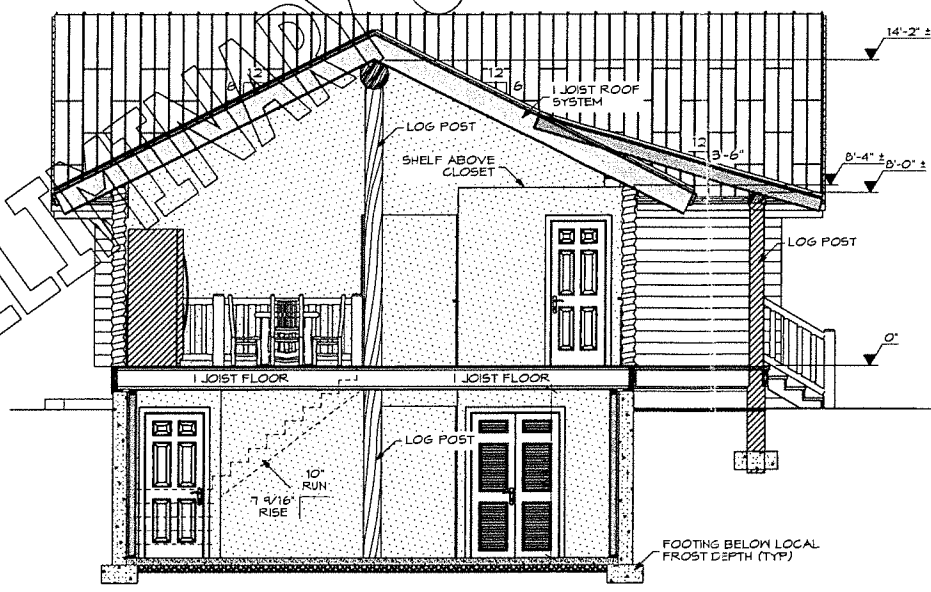
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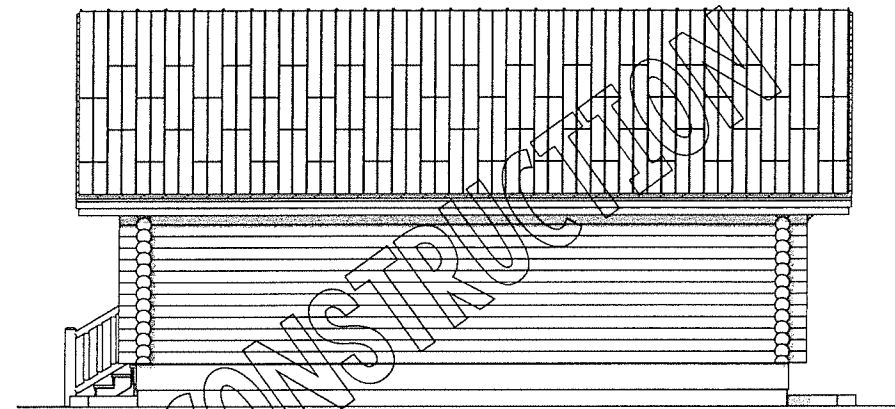
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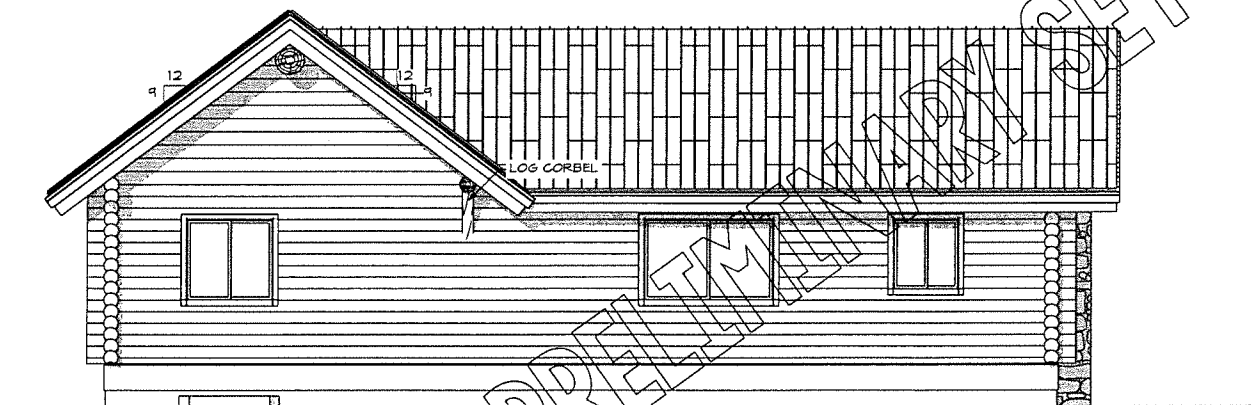
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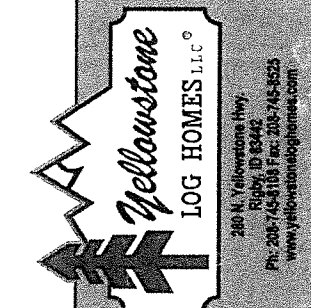
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Revisions:

Plot Date: 3/24/22

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A-2



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Sheet:

T-1

HEALTHCARE SERVICES AGREEMENT

THIS HEALTHCARE SERVICES AGREEMENT is entered into this _____ day of _____, 2022, by and between the Town of West Yellowstone (“Town”), a Montana municipal corporation, of P.O. Box 1570, West Yellowstone, Montana 59758, and BILLINGS CLINIC, P.O. Box 37000, Billings, Montana 59107-7000.

WITNESSETH:

WHEREAS, the Town and BILLINGS CLINIC desire to cooperate in providing the citizens and visitors of West Yellowstone with healthcare services; and

WHEREAS, the Town and BILLINGS CLINIC desire to enter into an agreement that sets forth their respective rights and obligations regarding the provision of healthcare services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows:

- 1) Services. BILLINGS CLINIC shall provide the healthcare services and staffing as detailed in **Exhibit “A”**, attached hereto and incorporated herein by reference.
- 2) Employees. BILLINGS CLINIC will employ or contract with all professionals and staff providing healthcare services at the healthcare facility.
- 3) Equipment. BILLINGS CLINIC will provide all medical equipment necessary for the healthcare facility and for the services to be provided under this Agreement, except as otherwise agreed by the parties. BILLINGS CLINIC will also provide all medical supplies and office supplies for the healthcare facility.
- 4) Insurance and Indemnification. BILLINGS CLINIC will maintain general and professional liability insurance in the amounts of \$1 million per occurrence and \$3 million annual aggregate. BILLINGS CLINIC will schedule the Town as an additional insured with regard to the services to be provided under this Agreement and shall notify the Town at least 30 days in advance of any changes to or cancellation of any identified insurance coverages.

BILLINGS CLINIC hereby agrees to save, indemnify and hold the Town harmless from any and all claims, demands, damages, actions or causes of action which may at any time be asserted against the Town by any third parties and which arise or result from BILLINGS CLINIC acts or omissions related in any way to any services to be provided under this Agreement.

- 5) Advisory Board. The Town has a Healthcare Services Advisory Board. A representative from BILLINGS CLINIC shall meet regularly with the Advisory Board to identify and advise the Town Council on the healthcare needs of the West Yellowstone community

and to recommend appropriate actions to address those needs. Furthermore, a representative from BILLINGS CLINIC and the Town Council shall meet with the Healthcare Services Advisory Board, at least annually, to review current operations as well as monitor the needs of the Town and to devise service delivery options to meet those needs.

- 6) Provisions. BILLINGS CLINIC will provide healthcare services for uninsured and underinsured patients and will provide financial assistance pursuant to its financial assistance policy, attached at **Exhibit “B”**, and incorporated herein by reference for the entire term of this Agreement. BILLINGS CLINIC will review the policy on an annual basis and notify the Town of any changes with a current copy of the policy.
- 7) Quarterly Reports. BILLINGS CLINIC will provide quarterly reports to the Town and the Healthcare Services Advisory Board that include; a) total number of visits (scheduled, nonscheduled and urgent care); b) total number of patients by payor category (Medicare, Medicaid, etc.); c) Profit/loss statement of previous quarter; d) results from patient satisfaction survey; e) any contractual deficiencies and provider resolutions; and f) current staffing levels.
- 8) Risk Share. The Town and BILLINGS CLINIC agree to share the financial risk anticipated in calendar year 2023 and each subsequent year of the Agreement. The Town will pledge up to \$200,000.00 for each calendar year of this agreement, if necessary to cover the financial shortfall anticipated in BILLINGS CLINIC’s annual net operating income, determined in accordance with its usual practices, exclusive of any capital improvements or purchases. The parties will initiate a review of BILLINGS CLINIC’s financial performance and the risk-share arrangement in August of each year. In order to allow the Town to budget funds appropriately, the Town shall have the right, upon reasonable notice, to inspect BILLINGS CLINIC’s income and expense records and other financial records for the West Yellowstone facility on a periodic basis. If BILLINGS CLINIC requests a contribution under this section, such request shall be in writing and shall include the financial records necessary to support the request. Before requesting a contribution, BILLINGS CLINIC shall exhaust all other resources available to it for financial assistance, including but not limited to Medicare, Medicaid, third party payors and or the patients. The Town shall have thirty (30) days in which to make the payment.
- 9) Term of Agreement. The term of this Health Services Agreement shall be five (5) years, commencing on January 1, 2023, and terminating on December 31, 2027.
- 10) Termination. This Agreement may be terminated by giving the other party 120 days written notice to BILLINGS CLINIC via regular mail, postage prepaid, to BILLINGS CLINIC at 2800 10th Ave. N., P.O. 37000, Billings, MT 59107-7000, ATTN: Legal Department. Notice to Town shall be mailed, postage prepaid, to the Town Offices.
- 11) Default/Remedies. Any default or other notice required or permitted by this Agreement

must be served on either party in writing either by first-class mail or in person at the respective addresses set forth at the beginning of this agreement. Either party may also use this notice procedure to inform the other of a change of address.

In the event of default or breach of this Agreement, the non-defaulting party shall give 10 days' written notice to the other party of the default and allowing the party in default 30 days to cure the default. If such cure is not capable of being completed within 30 days, evidence that the defaulting party is attempting to cure will be sufficient to extend the cure period an additional 30 days. If the defaulting party fails to cure, this Agreement shall terminate, not less than 60 days after the end of the cure period. Further the parties have all remedies allowed by law, including the right to injunctive relief and specific performance.

12) Venue and Attorney's Fees. Venue for any litigation between the parties shall be proper only in Gallatin County, Montana. In the event either party is required to enlist the assistance of counsel as a result of a dispute or default under this Agreement, or in the event of litigation between the Town and BILLINGS CLINIC, the prevailing party shall be entitled to all its reasonable costs and attorney's fees incurred during the litigation, both in the trial court and on appeal.

13) Governing Law. This Agreement shall be governed by Montana law.

14) Entire Agreement. This document is the entire agreement between the parties related to the provision of healthcare services, and shall supersede all prior oral or written agreements or understandings. If the parties mutually desire to amend or modify this agreement, then such amendment or modification must be in writing and be signed by an appropriate representative of each party.

The parties have also entered into a separate agreement for the lease of real property which is separate from this agreement, however if BILLINGS CLINIC, materially breaches this Agreement, such breach may also be considered a breach of the Lease Agreement.

15) Successors. This Agreement shall bind BILLINGS CLINIC's successors and assignees.

16) Additional Agreements. BILLINGS CLINIC agrees to operate the healthcare services facility in the premises in accordance with the requirements set forth in a separate and mutually agreeable Lease Agreement.

DATED the day and year first above written.

Hannah Shirkey, Vice President Regional Operations
Billings Clinic

Daniel Walker, Town Manager
Town of West Yellowstone

ATTEST:

Elizabeth Roos, Town Clerk

STATE OF MONTANA

: ss.

County of Yellowstone

This instrument was acknowledged before me this ____ day of _____, 2022, by Scott Ellner, CEO, Billings Clinic.

(S E A L)

NOTARY PUBLIC for the State of Montana

Residing at: _____

My commission expires: _____

STATE OF MONTANA

: ss.

County of Gallatin

This instrument was acknowledged before me this ____ day of _____, 2022, by Daniel Walker, as Town Manager for the Town of West Yellowstone.

(S E A L)

NOTARY PUBLIC for the State of _____

Residing at: _____

My commission expires: _____

EXHIBIT “A”

Healthcare Services Agreement Town of West Yellowstone/Billings Clinic

Healthcare services to be provided:

BILLINGS CLINIC will provide primary care and urgent care services to West Yellowstone, including but not limited to:

1. Routine Primary Care: with a Physician and/or an Advanced Practice Provider and support staff, year-round health promotion and maintenance, prevention and treatment of acute and chronic illness, referral to specialty care as indicated, and coordination of care including but not limited to annual physical exams, routine immunizations and laboratory tests, sports physicals for student athletes, well child visits, blood pressure monitoring and follow up care.
2. Urgent Care: Same-day care of urgent acute injuries and illness, including, but not limited to, evaluation and treatment for lacerations, sprains and strains, medical care for dehydration, elevation sickness, bacterial or viral infections and evaluation of chest pain or other urgent matters.
3. After-hours access to virtual urgent care services, through BILLINGS CLINIC OnCall virtual care platform.
4. Visiting Specialists based on community utilization and availability
5. BILLINGS CLINIC will provide community outreach services that promote healthcare services within the community including but not limited to, collaborating with HRDC or Town of West Yellowstone social service programs, coordinating with the schools to meet student health needs and coordinating with County Public Health for services, assessing and coordinating additional needs for patients, such as therapies, and working in collaboration with the healthcare team.
6. Laboratory Services (CLIA-waived), including but not limited to pregnancy tests, urinalysis, blood glucose, hemoglobin A1c, COVID, flu, RSV and strep. Blood draws for other labs will also be performed to be sent to Bozeman or Billings laboratories.
7. Digital x-ray services
8. Coordination with local EMS
9. Financial Assistance: Billings Clinic will provide financial assistance according to its financial assistance policy. See paragraph (6) in the Agreement.
10. Collaboration with other partners and resources to bring services to the community
11. Mental Health Counseling, in conjunction with partnering organizations and visiting specialists

Staffing to be provided:

BILLINGS CLINIC will employ and/or contract with qualified staff at the clinic to provide access for the services listed in Exhibit A. As part of normal operational practices, BILLINGS CLINIC monitors visit volumes and access to flex staff and hours for efficient operations and optimal access. During the peak tourist season, BILLINGS CLINIC will add additional staff and increase hours of operation for the increased demand.

Minimum operating hours will begin with Monday-Friday, 8:00 a.m. to 5:00 p.m. with 24-hour access to virtual on call services. During the peak season, anticipated to begin May 1st, or as soon as demand for services warrants additional access, hours will be expanded to accommodate additional patients and staff. Anticipated peak hours would be Monday-Friday, 7:00 a.m. to 7:00 p.m. and Saturday 9:00 a.m. to 1:00 p.m. Staffing and hours of operation may return to the minimums set forth after peak season, anticipated to end Sept 30th, or as appropriate to match decreases in volumes.

BILLINGS CLINIC will notify the Town and Health Advisory Board of any deviations from the staffing levels and service expectation described in Exhibit A and will seek mutual agreement on resolution.

At a minimum, BILLINGS CLINIC will operate with the following staffing to provide the listed services:

- 1 FTE Physician. BILLINGS CLINIC will begin recruitment of a full-time physician for West Yellowstone. Until recruitment is complete, physician services will be made available by a visiting physician.
- Advance Practice Practitioners as needed for expanded access due to increased volumes (including tourist season volumes) or for relief staffing
- 1 FTE RN, cross trained for in-house CLIA-waived Laboratory needs
- Medical assistants as needed. These positions may be cross-trained for registration and other functions
- 1 FTE Radiology Technician or Limited Permit Radiology Technician, cross trained for Registration, Medical Assistant, or other roles
- Outreach Coordinator and/or Care Manager. This role may be cross-trained or combined with other functions
- Visiting Specialists based on community utilization and availability
- During the summer/tourist season, staffing will increase to allow for double the capacity and weekend availability

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is entered into this _____ day of _____, 2022, by and between the Town of West Yellowstone (“Town” or “Lessor”), a Montana municipal corporation, with mailing address of P.O. Box 1570, West Yellowstone, Montana 59758, and Billings Clinic (“Lessee”), a Montana nonprofit corporation, with mailing address of P.O. Box 37000, Billings, Montana, 59107-7000, Attention: Legal Department.

WITNESSETH:

WHEREAS, the Town is the owner of the property located at located at 11 S. Electric St., West Yellowstone, Montana (the “Premises”) and wishes to lease medical office space therein to Lessee; and

WHEREAS, Lessee desires to lease the Premises and to operate a healthcare services facility therein; and

WHEREAS, the Town and Lessee desire to cooperate in providing the citizens and visitors of West Yellowstone with the best and broadest range of healthcare services that are appropriate and affordable for the community; and

WHEREAS, the Town and Lessee desire to enter into an agreement that sets forth their respective rights and obligations regarding the Premises and the provision of healthcare services therein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows:

- 1) Effect of Recitals. The foregoing Recitals are true and correct and by this reference are incorporated into the terms and conditions of this Lease.
- 2) Description of Premises. The Premises includes the Building known as the GUY E. HANSON MEDICAL CENTER, walkways, driveways, the parking lot, and landscaped areas adjacent to the Building (the “Exterior Areas”).
- 3) Use of Premises. The Premises leased to Lessee shall be used exclusively for providing healthcare services to patients by physicians, nurse practitioners, physician assistants, and other mental, dental, or physical healthcare service providers, as well as their professional and clerical staff. The personnel providing healthcare services in the Premises shall be properly qualified by education, training and experience to provide these services and shall be duly licensed in accordance with the laws of Montana.
- 4) Term of Lease. The term of this Lease shall be one (1) year, commencing on January 1, 2023, and terminating on December 31, 2023. The Lease shall renew

automatically for four (4) consecutive one (1) year terms for a maximum of FIVE (5) years, until December 31, 2027, unless the Town or Lessee exercise their respective rights to terminate the Lease in accordance with Section 5 below.

5) Termination. This Lease may be terminated for any reason by either party by providing the other party with 120 days' advanced written notice. The Parties have also entered into a Health Care Services Agreement, effective January 1, 2023 and agree that a termination of that Agreement shall terminate this Lease.

6) Rental Payments. Lessee shall pay the Town the rental amount of One Thousand and Two Hundred Dollars (\$1,200.00) per year beginning on January 1, 2023, and payable before January 8th each year thereafter until expiration or termination of the Lease. Payments shall be made to the Town at 440 Yellowstone (P.O. Box 1570), West Yellowstone, Montana 59758.

7) Possession. The Town shall deliver possession of the Premises to Lessee on January 1, 2023 or earlier if the current tenant has vacated the Premises.

8) Definition of "Capital Improvement." The term "capital improvement" means any permanent alteration or modification to the Premises that (i) substantially increases its value, (ii) substantially prolongs its life, or (iii) adapts it to an entirely new use. In the event of a dispute between the parties concerning the definition of "capital improvement," the parties shall look to Section 263(a) of the Internal Revenue Code for guidance, including regulations, IRS interpretations or court cases construing this Section. Any alteration, modification or other work of any kind performed on the Premises, that does not constitute a "capital improvement" qualifies as "maintenance or repair."

9) Capital Improvements. The Town is solely responsible for the cost of capital improvements to the Premises. The Town will consult with Lessee concerning necessary or desired capital improvements on the Premises; however, any modification or alteration to the Premises or Exterior Areas desired by Lessee must first be submitted to the Town for approval before any work is commenced and is subject to the Town's sole discretion and written prior approval. The Town shall make every effort to provide for continuous operation during any improvement construction, including, if necessary, assistance in relocating operations to alternate facilities.

10) Maintenance and Repair. As a general principle, maintenance and repair of the Premises is the sole responsibility of Lessee, except that the following items will be performed by and at the sole expense of the Town: maintenance, repair and replacement of the structural elements and exterior surfaces of the Building, including the roof and membrane, exterior windows, exterior walls, foundation, concrete slab and footings and the maintenance, repair and replacement of critical infrastructure systems such as electrical, plumbing, and the heating, ventilation and air conditioning necessary to keep them in functional working order. The Town shall not be responsible for any such maintenance, repair or replacement if the need for such was caused by Lessee's use or misuse of the Premises. Maintenance and repair of the Exterior Areas shall be the responsibility of the Town and shall include, but not be limited to maintenance of

lawns and landscaping, and maintenance of, and removal of snow from, driveways, and the parking lot adjacent to the Premises. Lessee shall be responsible for snow removal from all walkways.

11) Tenant Improvements. All improvements to the Premises, whether paid for by the Town or Lessee, shall become the sole property of the Town upon the expiration or termination of this Lease. All improvements made to the interior of the Premises must be reviewed and approved in writing by the Town prior to installation. All personal property owned or purchased by Lessee that is not permanently affixed to the Premises shall remain Lessee's property upon expiration or termination of this Lease and shall be immediately removed, without damage to the Premises.

12) Utilities. Lessee shall be solely responsible for public or private utility services of any kind furnished to the Premises during the term of this Lease, including telecommunication services. Lessee shall promptly pay all billing statements or accounts for utility services furnished to the Premises.

13) Independent Contractor. Lessee shall at all times remain an independent contractor when performing activities of whatever kind in the Premises or elsewhere, including, but not limited to, Lessee's healthcare services facility. All persons working at the healthcare services facility or elsewhere in Lessee's operations are solely employees of Lessee, and not the Town. Lessee agrees to comply with all federal, state or local laws and regulations concerning its employees.

14) Casualty Insurance. The Town shall keep all buildings and improvements on the Premises insured against loss or damage by fire or other standard peril in an amount it deems appropriate. Lessee shall maintain its own casualty insurance for fire or other standard peril on the personal property and leasehold improvements contained in the Premises.

15) Liability Insurance. Both parties shall maintain liability insurance for bodily injury and property damage involving the Premises and Exterior Areas or the operations thereon. The Town shall maintain liability insurance in accordance with Montana statutory limits on municipal liability, presently the amount of \$750,000.00 per person and \$1,500,000.00 per occurrence; Lessee shall maintain comprehensive general liability insurance in an amount of no less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence. Lessee shall name the Town as an additional insured on its liability insurance policy.

The parties mutually release each other from liability for all claims arising out of the use and occupation of the Premises and Exterior Areas that are covered by insurance. All insurance policies that either the Town or Lessee purchase shall include waivers of subrogation.

16) Indemnification.

(a) To the fullest extent permitted by law, Lessee agrees to indemnify and hold the

Town harmless from and against any third-party claim, damage, loss, attorney's fees or expense of any kind incurred by or asserted against the Town and arising from the negligence or action of Lessee or Lessee's failure to perform an obligation under this Lease. Furthermore, Lessee agrees to indemnify and hold the Town harmless from any claim, damage, loss, attorney's fees or expense of any kind arising out of or resulting from the provision of medical services by Lessee or its employees to any person, whether on the Premises or elsewhere.

- (b) To the fullest extent permitted by law, the Town agrees to indemnify and hold Lessee harmless from and against any third-party claim, damage, loss, attorney's fees or expense of any kind incurred by or asserted against Lessee and arising from the gross negligence of the Town.

17) Assignment or Sublease. Lessee may not assign any of its rights or obligations under this Lease, nor may Lessee sublease all or any portion of the Premises, without the prior written approval of the Town. Because of the nature of this Lease and the unique relationship between the Town and Lessee, the Town may withhold approval for assignment or sublease for any reason it deems appropriate. In addition, Lessee may not provide patients with medical or related healthcare services in the Premises except through its own employees and staff. If Lessee desires to establish a long term (more than four months) professional relationship with an independent healthcare provider to offer medical, psychological or other healthcare services in the Premises, Lessee must obtain the prior written permission of the Town.

18) Unlawful Activity or Nuisance. Lessee shall neither use nor occupy the Premises in any manner that violates federal, state or local law or regulation. Lessee shall not use the Premises in any manner that constitutes a public or private nuisance.

19) Default or Breach by Lessee. The following events shall constitute a default or breach of this Lease by Lessee:

- (a) If Lessee fails to pay rent when due;
- (b) If Lessee assigns or attempts to assign all or any portion of this Lease without the prior written permission of the Town;
- (c) If Lessee sublets or attempts to sublet all or any portion of the Premises without the prior written permission of the Town;
- (d) If Lessee ceases operation of a healthcare services facility in the Premises;
- (e) If Lessee vacates or abandons the Premises;
- (f) If Lessee causes a construction lien or any other lien to be placed on the Premises;
or
- (g) If Lessee fails to comply with any material condition or provision of this Lease;
- (h) If Lessee fails to comply with any material condition of the Health Care Services Agreement between the parties dated .

If Lessee is in default of this Lease as described above, then the Town must provide written notice of the alleged default and, if appropriate, explain how the default can be cured. If Lessee has not cured the default within thirty (30) days from the Town's written notice, then the

Town may terminate this Lease in accordance with Section 5 above. Exercise of its termination rights does not preclude the Town from pursuing any other right or remedy it may have under law or this Lease, including, but not limited to, the right to contract with another party to lease the Premises or operate a healthcare services facility therein.

20) Default or Breach by the Town. If Lessee provides written notice of the Town's breach of this Lease and the Town fails to cure the failure within thirty (30) days of receiving the notice of default, that shall constitute an event of default. If an event of default occurs, then Lessee may at once thereafter, or at any time subsequently during the existence of such breach or default, terminate this Lease. All rights and remedies of the parties enumerated in this Lease are not exclusive of any other remedies or means of redress to which the parties may be lawfully entitled in case of any breach or threatened breach by the Town of any provision of this Lease.

21) Notice. Any termination, default or other notice required or permitted by this Lease must be in writing and shall either be served upon a party personally, or by certified mail, return receipt requested directed to the party to be served at the address of the party stated on the first page of this Lease. Notice served by mail shall be deemed complete when deposited in the United States mail, postage prepaid. Either party may also use this notice procedure to inform the other of a change of address.

22) Right of Entry. Lessee shall permit the Town, its agents or employees to enter the Premises at all reasonable or necessary times to inspect the Premises, to perform work thereon, or to conduct any other activity that is reasonably related to the Town's interest in the Premises. When no emergency exists that requires immediate entry, the Town shall make a reasonable effort to provide Lessee with oral or written notice at least 24 hours before entry.

23) Warranty of Condition/Inspection. The Town makes no express or implied warranty or representation concerning the existing condition of the Premises. Prior to the commencement date of this Lease on January 1, 2023, the Town and Lessee will conduct a joint inspection of the Guy Hanson Medical Clinic noting existing damage and areas in need of repair. The results of the inspection will form the basis of a work plan to make repairs and/or upgrades to the Building if any are necessary and at the sole discretion of the Town. Upon completion of the joint inspection of the Premises, Lessee agrees to accept the Premises in their present condition and state of repair.

Venue and Attorney's Fees. Venue for any litigation between the parties shall be proper only in Gallatin County, Montana. In the event the Town enlists the aid of an attorney to enforce any provisions of this Agreement, or in the event of litigation between the Town and Lessee connected to this Agreement, the prevailing party shall be entitled to all its reasonable costs and attorney's fees incurred before and during the litigation, both in the trial court and on appeal.

24) Hazardous Waste. Notwithstanding anything in the Lease to the contrary, Lessee shall not be liable to the Town for any dangerous, hazardous or toxic waste or

substances existing on, in, under or near the Premises prior to the commencement of the Lease term, and the Town represents that to the best of knowledge no dangerous, hazardous or toxic waste or substances exist on, in, under or near the Premises or Exterior Areas. "Dangerous, hazardous or toxic waste or substances" means any substance or material defined or designated as dangerous, hazardous or toxic waste, dangerous, hazardous or toxic material, a dangerous, hazardous, toxic or radioactive substance, or other similar term by any applicable federal, state, and/or local statute, regulation or ordinance now or hereafter in effect, including without limitation, a dangerous, hazardous or toxic or radioactive substance or waste, as defined under Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section §9601, et. seq.; Superfund Amendments and Reauthorization Act, 42 U.S.C. §9601 et. seq.; Hazardous Materials Transportation Act, 49 U.S.C. Section §1802; and Resource Conservation and Recovery Act, 42 U.S.C. Section §9601 et. seq.; and the regulations promulgated thereunder. The obligations under this Section shall survive the termination of this Lease.

25) Peaceful Enjoyment. As long as Lessee is in compliance with all of the terms and conditions of this Lease, the Town covenants that Lessee shall peacefully have, hold, and enjoy the Premises during the term of this Lease.

26) Governing Law. This Lease shall be governed by Montana law.

27) Entire Agreement. Except as set out in Section 19(h) above, this document is the entire agreement between the parties and shall supersede all prior oral or written agreements or understandings. If the parties mutually desire to amend or modify this Lease, then such amendment or modification must be in writing and be signed by an appropriate representative of each party.

28) Time. Time shall be of the essence of this Lease.

29) Counterparts. This Lease may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all the counterparts shall constitute one and the same instrument. As used herein, "counterparts" shall include full copies of this Lease signed and delivered by facsimile or electronic transmission, as well as photocopies of the facsimile or electronic transmissions.

30) Additional Agreements. Lessee agrees to operate the healthcare services facility in the Premises in accordance with the requirements set forth in a separate and mutually agreeable Healthcare Services Agreement.

DATED the day and year first above written.

Hannah Shirkey, Vice President Regional Operations
Billings Clinic

Daniel Walker, Town Manager
Town of West Yellowstone

ATTEST:

Elizabeth Roos, Town Clerk

DRAFT FOR COUNCIL REVIEW

Federal Lands Access Program Project Memorandum of Agreement

Project / Facility Name: MT FLAP WYELLS 2021(1) – Town of West Yellowstone Trail Planning and Design

Project Route: US 20 (Targhee Pass Highway), US 191, and local roads

State: Montana

County: Gallatin County

Owner of Federal Lands to which the Project Provides Access: US Forest Service and National Park Service

Entity with Title or Maintenance Responsibility for Facility: Town of West Yellowstone

Type of Work: Planning study

Parties to this Agreement: Town of West Yellowstone (Town), US Forest Service (USFS), National Park Service (NPS), and the Western Federal Lands Highway Division (WFL).

The Program Decision Committee approved this project on 03/18/2022 .

AGREED:

Town of West Yellowstone Date

US Forest Service Date

Western Federal Lands Date

A. PURPOSE OF THIS AGREEMENT:

This agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and continued maintenance of the subject project. The purpose of the agreement is to identify and assign responsibilities for Project planning and possibly NEPA as appropriate for this project. The parties understand that any final decision as to design or construction (future phases) will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the NEPA process.) Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors such as issues raised during the NEPA process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

B. AUTHORITY:

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204.

C. JURISDICTION AND MAINTENANCE COMMITMENT:

The Town has jurisdictional authority to operate and maintain the existing facility and will operate and maintain the completed project at its expense. Other entities have maintenance responsibility on the trail.

D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION:

WFL will coordinate project planning with the Town, USFS, and NPS. The USFS's and NPS's support of the project are documented in the Project Proposal by endorsing the proposal.

Each party to this agreement who has a primary role in Planning, NEPA, design or construction should coordinate their activities with the Federal Land Management Agency.

E. PROJECT BACKGROUND / SCOPE:

The Town of West Yellowstone seeks to design and construct a trail network system through the city to adjoining Yellowstone Shortline, Frontier, Boundary, Rendezvous Nordic Ski, and Riverside Trails to create a complete network for travelers. To do so requires working both with adjoining Federal Land Management Agency (FLMA) partners, understanding user and community preferences, and ensuring context-sensitive design solutions.

Project Goals

1. Identify a proposed trail corridor route connecting exiting trail and recreation facilities in the Town of West Yellowstone
2. Produce conceptual designs and cost estimates for future design and construction grant applications
3. Ensure proposed trail route, design, and other considerations reflect the interests of Town residents, visitors, and stakeholders

F. PROJECT BUDGET:

This is the anticipated budget for the project based on information developed to date. Federal Lands Access Program funds alone will fund this project as detailed in Section K.

Item	Total	Comments
Planning and Conceptual Design	\$75,000	No match required
TOTAL	\$75,000	

G. ROLES AND RESPONSIBILITIES:

Town of West Yellowstone

- Will be responsible for activities as noted in Section O.

US Forest Service

- Will be responsible for activities as noted in Section O.

National Park Service

- Will be responsible for activities as noted in Section O.

WFL

- Will be responsible for activities as noted in Section O.
- WFL will be responsible for FHWA decisions that may be not be delegated. These decisions are identified in Section O.

H. ROLES AND RESPONSIBILITIES – MILESTONE SCHEDULE:

1. Project Management

Project Management Team. WFL shall form and lead a Project Management Team (PMT) to guide the project's scope, schedule, budget, and deliverables. The PMT shall be composed of at least one member of each of the following:

- USFS
- Town of West Yellowstone
- WFL

NPS and other facility owners may be added to the PMT as the project progresses, based on the PMT's needs and partner interest and capacity.

WFL shall prepare a project work schedule with budget, including PMT meetings, draft and final deliverables, and PMT comment periods. WFL shall facilitate up to 18 monthly PMT meetings, including distributing materials, soliciting feedback, and summarizing meeting outcomes. WFL shall develop and maintain a project website that provides a project overview and relevant project documents.

Deliverables:

- Project Schedule. WFL shall prepare a project schedule, including key milestones and deliverables for PMT review.
- PMT meetings and materials (up to 18). WFL shall facilitate PMT meetings, including agenda preparation and distribution.

2. Engagement Strategy and Activities (Memorandum 1)

WFL will develop an engagement plan to gather stakeholder input the proposed trail network, focusing on key project milestones. The engagement plan shall include both public and stakeholder involvement activities, as applicable. WFL shall include development and maintenance of a project website as an engagement activity. Potential stakeholders and targeted engagement groups include, but are not limited to:

- Sea Reach
- Freeheel and Wheel
- Town of West Yellowstone Council
- West Yellowstone School (K-12)
- Montana DOT
- Chamber of Commerce
- Greenup West Yellowstone
- Greater Yellowstone Trail
- Town of West Yellowstone Parks and Recreation Advisory Board
- Town of West Yellowstone Planning Board
- Town of West Yellowstone Business Improvement Advisory Board
- Gallatin County

- Museum of the Yellowstone

WFL shall document all public comments and stakeholder feedback received and what actions were taken based upon those comments. WFL is responsible for preparing and disseminating all public involvement materials.

Deliverables:

- Engagement Plan (Memorandum 1a). WFL shall develop a public involvement strategy for the project, including milestones, audience, engagement method, Tribal consultation approach (if applicable), and expected outcome.
- Engagement Activities. WFL shall facilitate and lead public involvement activities as identified in Memorandum 1a and as determined by PMT to solicit public and stakeholder feedback on project route, designs, and other decisions. Results of public involvement activities shall be incorporated into Engagement Summary.
- Draft Engagement Summary (Memorandum 1b). WFL shall prepare a draft summary of engagement activities conducted and feedback received as Memorandum 1 for PMT review and feedback.
- Final Engagement Summary (Memorandum 1b). WFL shall incorporate PMT feedback a final Memorandum 1.

Task 2: Existing Conditions (Memorandum 2)

WFL shall document the current conditions related to current and future potential use of the project area. The conditions shall include but are not limited to:

- Proposed trail route
- Safety, including highway crossings
- Economic generators, such as the Museum, Chamber of Commerce, Freeheel and Wheel and other on or adjacent to proposed route
- Trailheads and Connections
- ADA Accessibility
- Design considerations, such as materials, wayfinding, common signage between USFS and in-town trails, rail bed, and alignment with historic corridor design
- Right of way and easements
- Drainage and culverts
- Utilities

Deliverables:

- Draft Memorandum 2 (Existing Conditions). WFL shall prepare a draft Memorandum 2 for PMT review and feedback.
- Final Memorandum 2 (Existing Conditions). WFL shall incorporate PMT feedback into final Memorandum 2.

3. Conceptual Design and Cost Estimates (Memorandum 3)

WFL shall develop conceptual designs and design and construction cost estimates for proposed trail network. Any conceptual designs by WFL shall be in accordance with the US Forest Service standards for trail and related facilities and American Association of State Highway Transportation Officials (AASHTO) design standards for road facilities.

Deliverables:

- Draft Conceptual Designs and Cost Estimates (Memorandum 3). WFL shall prepare conceptual designs and cost estimates for the proposed trail network facility for PMT as well as public and stakeholder review and feedback.
- Final Conceptual Designs and Cost Estimates (Memorandum 3). WFL shall incorporate PMT and other feedback into a final Memorandum 3.

4. Final Report

WFL will consolidate and build upon information collected in Memoranda 1 through 3 and summarize findings in a Final Report that includes areas of further work (if applicable), limitations, and future opportunities. The Final Report shall include at a minimum:

- Executive Summary
- Table of Contents
- Introduction
- Existing Conditions
- Conceptual Designs and Cost Estimates
- Public and Stakeholder Feedback
- Appendices

Final versions of Memoranda 1 through 3 shall be included as appendices, along with any other appendices appropriate for the Final Report as determined by the PMT.

Deliverables:

- Draft Final Report. WFL shall prepare a draft final report for PMT and other interested parties' feedback.
- Final Report. WFL shall incorporate feedback from PMT and other interested parties into a Final Report.

Summary of Deliverables	Due Date
Task 1	
• Project Schedule	October 2022
• PMT meetings and materials (up to 18)	April 2024
• Draft Engagement Plan (Memorandum 1a)	December 2022
• Engagement Activities	April 2024
• Draft Engagement Summary (Memorandum 1b)	October 2023
• Final Engagement Summary (Memorandum 1b)	December 2023
Task 2	

• Draft Memorandum 2 – Existing Conditions	January 2022
• Final Memorandum 2 – Existing Conditions	February 2023
Task 3	
• Draft Conceptual Designs and Cost Estimates (Memorandum 3)	July 2024
• Final Conceptual Designs and Cost Estimates (Memorandum 3)	August 2024
Task 4	
• Draft Final Report	October 2023
• Final Report	December 2023

I. PROPOSED DESIGN STANDARDS:

Preferred design alternatives will be determined through the NEPA process, likely in a future phase of the project.

Criteria	Standard	Comments
Trail Standards	Trail Fundamentals and Trail Maintenance Objectives (USFS)	
Road Standard	Roadway Design Manual AASHTO – A Policy on Geometric Design	

J. FUNDING:

The project is funded by the Federal Lands Access Program administered by WFL, with in-kind project contributions provided by the US Forest Service.

Funding Source	Amount	Comments
Federal Lands Access Funds	\$75,000	<i>No match required</i>
Total Projected Costs	\$75,000	

K. PROJECT TEAM MEMBERS – POINT OF CONTACT:

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party’s role and responsibility for this agreement.

NAME / TITLE	ORGANIZATION	TELEPHONE NO. / E-MAIL
Dan Walker	Town of West Yellowstone	406.646.7795 / dwalker@townofwestyellowstone.com

NAME / TITLE	ORGANIZATION	TELEPHONE NO. / E-MAIL
Jason Brey	US Forest Service – Custer Gallatin National Forest	406.823.6963/ jbrey@fs.fed.us
Cole Grisham	WFL	202.839.1409 / Nicholas.grisham@dot.gov

L. CHANGES / AMENDMENTS / ADDENDUMS:

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the parties.

The types of changes envisioned include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the project contributions, either in type or responsibility; change that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notifications to their management in order to avoid project delivery delays.

M. ISSUE RESOLUTION PROCEDURES MATRIX:

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

Town	USFS	WFL	Time
Dan Walker, Town Manager	Jason Brey, District Ranger	Cole Grisham	15 days
Dan Walker, Town Manager	Mary Erickson, Forest Supervisor	Kristen Austin, Branch Chief & PDC member	15 days

N. TERMINATION:

This agreement may be terminated by mutual written consent of all parties. This agreement may also be terminated if either the NEPA process or funding availability requires a change and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

O. PROJECT and STEWARDSHIP & OVERSIGHT ACTIVITIES:

Phase	Activity	Town	USFS	WFL
Planning & Programming	Evidence of funding allocation	Signed Project Agreement	Signed Project Agreement	Signed Project Agreement
Project Planning	Project Planning Report	Review/Concur	Review/Concur	Provide
Environment (if needed)	Environmental resource Documents/ Studies	Review/Concur	Provide	Review/Concur
Environment (if needed)	Evidence of permits	Provide	Provide	File copy
Environment (if needed)	NEPA decision	Comply	Provide	Review/Concur
Design	Conceptual Design	Review/Concur	Review/Concur	Provide

EXPOSITION LICENSE & SPECIAL EVENT PERMIT APPLICATION

Town of West Yellowstone, Montana



Event: West Yellowstone Bike Rodeo and Safety Fair
 Sponsor Organization: Gallatin County Sheriff's Office
 Sponsor Address: 615 S. 16th Ave. Bozeman MT
 Contact Person: Erin Clements
 Contact Phone: 406-589-5142 Fax: 406-582-2126
 E-mail Address: Erin.Clements@gallatin.mt.gov
 Date(s) of Event: Wednesday August 17, 2022 4-7pm
 Location of Event: Pioneer Park

- A. **Event Detail:** Use the attached sheet to describe the event in detail and any special accommodations required from the Town.
- B. **Site Plan:** Detail the physical layout of the event on the attached site plan and return with the application. Provide as much detail and measurements as possible.
- C. **Liability Insurance:** If the event is taking place on public property, please provide a copy of the event's liability insurance naming the Town of West Yellowstone as additionally insured. Liability insurance coverage shall be in the minimum amounts of \$750,000 per claimant/\$1,500,000 per occurrence and include alcohol liability, if applicable. The Town Manager may grant exception to these limits based on general public health, safety and welfare associated with the request for exception, as well as the liability risk and the applicant's ability to pay.
- D. **Vendor List:** If the event includes vendors, provide a list of the names and addresses of all participating vendors 14 calendar days in advance.
- E. **Fees:** The basic fee for an event is \$25. Events that include vendors shall also pay \$25 per vendor for every vendor that does not already hold a business license in the Town of West Yellowstone.
- F. **Resort Tax:** The sponsor of exposition events must post a \$1500 bond in accordance with Chapter 3.12 of the West Yellowstone Municipal Code (www.codepublishing.com/MT/WestYellowstone.html). The sponsor and vendors must collect 4% on all resort tax applicable sales and remit to the Town by the 20th of the month after the month of the event. All sales, including entrance and participation fees, are subject to resort tax. Please review Chapter 3.12 of the WYMC for further information, including possible exemptions. The bond will be returned within 90 calendar days of remittance of the resort tax.
- G. **Alcohol Consumption:** Public drinking and public display of alcoholic beverages must conform with Section 9.12.020 of the West Yellowstone Municipal Code. The public place where the event will be held must be exempted by resolution of the Town Council before alcoholic beverages may be allowed. Please attach a separate letter addressed to the West Yellowstone Town Council making this request.
- H. **Sound:** Amplified sound may be allowed by obtaining an additional non-fee special permit from the Town Council, in accordance with Section 8.16.020 of the West Yellowstone Municipal Code. If applicable, please attach the Outside Amplification Permit Application.

Event Fee:	\$ <u>Waived</u>	<u>[Signature]</u>
Resort Tax Bond:	\$ <u>NA</u>	Signature of Applicant
Vendor(s) Fee:	\$ <u>NA</u>	
Total Due:	\$ <u>Ø</u>	Date

Date Received by the Town: 7/11/22 [Signature]

The Gallatin County Sheriff's Office in conjunction with the West Yellowstone Early Childhood Alliance would like to host a "West Yellowstone Bike Rodeo and Safety Fair". The purpose of the fair is three-fold:

1. To create a fun event for kids (Bike Rodeo/Obstacle Course) that promotes bike safety,
2. Exposes kids/families to all the safety providers (local law enforcement agencies, Search and Rescue, Fire Departments) in an unthreatening, fun, community engaging event,
3. Provides an opportunity for mental health providers, medical providers, social service providers, childrens programs, etc. to share their organization and services with the community.

Set up and staging for the event would begin at approx. 3:30pm Wednesday 8/17/22. The event would officially start at 4:30 and run until 7pm. We would invite available mobile food trucks to be present if possible. The attached diagram illustrates the tentative event set up. Once I have finalized the participants, I can update the diagram.

The current structure and location of the park would support parking, toilets, trash, etc. Each booth/participant will be responsible for bringing their own table/booth/chairs/equipment and will be responsible for site clean up after.

Alcohol will not be provided.

If permitted, the patrol cars and/or fire trucks may briefly active their sirens as part of the demonstrations. Otherwise the event will not have any amplified sounds.

None of the booths/participants will be selling anything- all information or products will be free to the public.

Dunraven St.

Gibbon Ave.

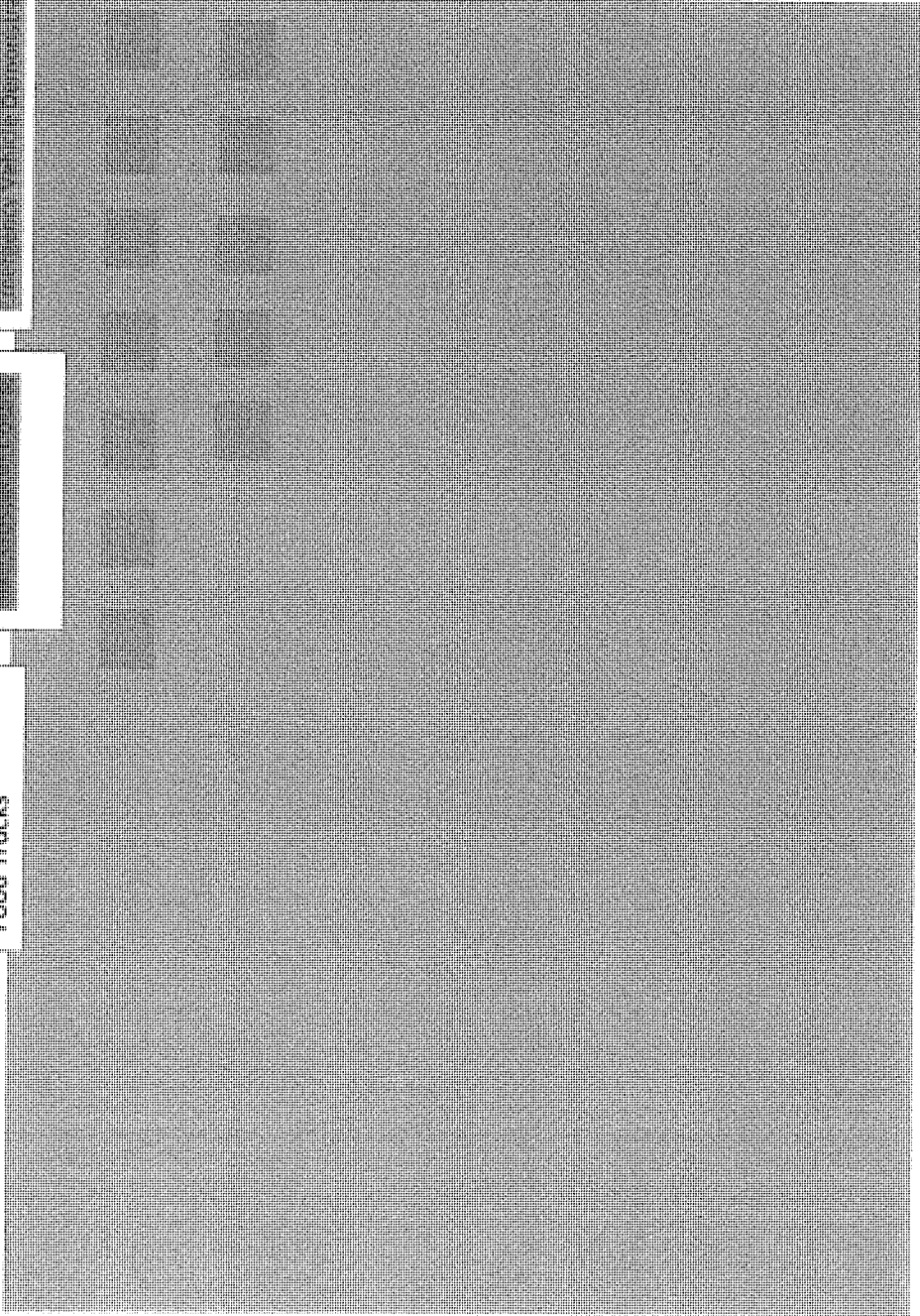
Emergency Vehicle Demonstration

Emergency Vehicle

Food Trucks

Emergency Vehicle

Food Trucks



FOR OFFICE USE ONLY

Department	Initials	Date	Comments
Pub Services	KCT	7-6	
H2O/Sewer			
Fire	SB	7/06	
Police	NAC	7/06	
Finance	N/A	7/06	
Administration	AM	7/16	Waive fee for Gallatin Co.

Notes/Conditions: _____

Approved

Denied

Town Clerk

Date

ATTACHMENTS

Liability Insurance	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Waived
Outside Amplification Permit	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Encroachment Application	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Open Container Resolution	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Resort Tax Bond	<input type="checkbox"/> Paid	<input type="checkbox"/> Surety	<input checked="" type="checkbox"/> NA



Outside Amplification Permit Application Town of West Yellowstone

Event: West Yellowstone Bike Rodeo and Safety Fair

Contact Person: Erin Clements

Mailing Address: 615 S. 16th Ave. Bozeman MT 59715

Email Address: Erin.Clements@gallatin.mt.gov

Phone Number: 406-589-5142

Signature of Property Owner of Record: _____

Date(s) of Event: Wednesday August 17, 2022

Location: Pioneer Park

Amplification between the hours of: 4:30 and 7pm

Description of Event: Bike Rodeo/obstacle course for children. Safety service providers such as local law enforcement, fire dept., and search and rescue to provide demonstrations of their equipment for attendance. Sirens to be occasionally activated as part of the equipment demonstrations.

Signature of Applicant

Date

FOR OFFICE USE ONLY

Decision by Town Council:

Approved

Disapproved

Conditions: _____

Signature of Mayor/Town Manager: _____

Date



GALLCOU-02

SHOWARD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First West, Inc. P.O. Box 1800 Bozeman, MT 59771	CONTACT NAME: Susan Howard, CISR	
	PHONE (A/C, No, Ext): (406) 922-6039	FAX (A/C, No): (406) 587-9162
E-MAIL ADDRESS: showard@1stwestinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : The Travelers Indemnity Company of America		25666
INSURER B : The Travelers Indemnity Company		25658
INSURER C : Travelers Property Casualty Company of America		25674
INSURER D : Montana State Fund		15819
INSURER E : Aspen Specialty Insurance Company		10717
INSURER F :		

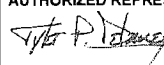
INSURED
Gallatin County
311 West Main, Room 304
Bozeman, MT 59715

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		ZLP-71N4074A	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 0
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			810-2S434072	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ZUP-16P09345	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			034329839	7/1/2022	7/1/2023	PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Prof Liab Detention			MM00MLL22	7/1/2022	7/1/2023	Per Occurrence 1,500,000
C	Equipment Floater Po			630-60302S43-40-72	7/1/2022	7/1/2023	Leased&Rented Equip 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Event: West Yellowstone Bike Rodeo and Safety Fair 8/17/2022
Certificate holder is additional insured for General Liability, if required by written contract or written agreement, per conditions and limitations of policy form CGD 480 02/19 available upon request.

CERTIFICATE HOLDER The Town of Werst Yellowstone 440 Yellowstone Ave West Yellowstone, MT 59758	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Dan Walker

From: Dan Walker
Sent: Tuesday, July 5, 2022 4:05 PM
To: Clements, Erin
Subject: RE: Fee Waiver request

Thank you Erin, I will take it under advisement as we review the permit.
DW

From: Clements, Erin <Erin.Clements@gallatin.mt.gov>
Sent: Tuesday, July 5, 2022 4:04 PM
To: Dan Walker <dwalker@townofwestyellowstone.com>
Subject: Fee Waiver request

Good afternoon Mr. Walker,
I am requesting the event fee of \$25.00 for the West Yellowstone Youth Bike Rodeo and Safety Fair (8/17/22, 4:30-7pm) hosted by the Gallatin County Sheriff's Office be waived.
Thank you,

Erin Clements M.S.W.
Youth and Family Outreach Program Manager
Gallatin County Sheriff's Office
615 S. 16th Ave.
Bozeman MT 59715
(406) 589-5142