

# Town of West Yellowstone

Tuesday, March 16, 2021

West Yellowstone Town Hall, 440 Yellowstone Avenue

**The Town Council work session/meeting will be conducted virtually using ZOOM. The public may participate by connecting to zoom.us on the internet or through the Zoom Cloud Meetings app on a mobile device. Meeting ID: 893 834 1297. Members of the public are requested to identify themselves, ensure their audio is muted. The public may comment verbally or by using the “Chat” function.**

## WORK SESSION

6:00 PM

Town Council Appointment Interviews ∞

- Brian Benike
- Jeff McBirnie
- Sarah Schaffer
- Tom Cherhoniak
- Kenny Jones

## TOWN COUNCIL MEETING

7:30 PM (may be slightly delayed due to work session)

Town Council Member Appointment

Discussion/Action ∞

Comment Period

- Public Comment
- Council Comments

Treasurer’s & Securities Report ∞

Claims ∞

Consent Agenda: **Minutes of March 2, 2021 Town Council Meeting** ∞

**Minutes of the March 9, 2021 Town Council Work Session** ∞

Town Manager & Staff Reports

## UNFINISHED BUSINESS

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West Yellowstone Ski Education Foundation (WYSEF)

Discussion/Action ∞

Application for water and sewer capacity outside the city limits

## NEW BUSINESS

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Police Officer Confirmation, Officer Leonel Sosa Jimenez

Discussion/Action

Health Care Services Board Appointment, Greg Forsythe

Discussion/Action ∞

Parks & Recreation Board Appointment, Jessica Piccone

Discussion/Action ∞

Forsgren Associates, Inc., contract continuation

Discussion/Action ∞

Water & Wastewater Services Agreement, Jon Brown

Discussion/Action

Town Manager Recruitment Proposal, Prothman

Discussion/Action ∞

Kathleen Brandis v. Town of West Yellowstone Settlement (Potential Executive Session) Discussion/Action

Correspondence/Meeting Reminders/FYI

*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 Operations 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](http://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](http://www.townofwestyellowstone.com).

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# TOWN OF WEST YELLOWSTONE

## Town Council Vacancy Announcement

The Town of West Yellowstone is seeking interested applicants to serve on the West Yellowstone Town Council until the next general municipal election. This appointment will serve through December 31, 2021. Council Members must reside within the Town limits and be qualified voters of the Town of West Yellowstone. The Town of West Yellowstone has a Charter form of Government with self-governing powers. The Town Council typically holds regular meetings in the evening on the first and third Tuesdays of each month. Work sessions are scheduled as needed. Council Members are strongly encouraged to attend Elected Officials training in May of each year, hosted by the Montana State Local Government Center, as well as the Montana League of Cities and Towns Conference in October of each year. Town Council Members are compensated at a rate equivalent to the employer's portion of a single-person's health insurance premium, currently \$637.00 per month.

For an application form and information packet, please visit [www.townofwestyellowstone.com](http://www.townofwestyellowstone.com) or contact the Town Hall at (406) 646-7795, 440 Yellowstone Avenue, West Yellowstone, Montana, or by email to [eroos@townofwestyellowstone.com](mailto:eroos@townofwestyellowstone.com).

Applicants should submit a completed "Application for Boards and Committees" accompanied by a letter explaining the applicant's interest in serving on the Council. For more information, please contact the staff at the Town Offices or a current member of the Town Council. Applications are due no later than **4:00 PM on Friday, March 12, 2021** at the Town Hall. Applications may be submitted by email to [eroos@townofwestyellowstone.com](mailto:eroos@townofwestyellowstone.com).

Elizabeth Roos  
Town Clerk



March 9, 2021

Town of West Yellowstone  
440 Yellowstone Avenue  
PO Box 1570  
West Yellowstone, MT 59758

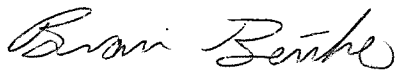
To Whom it May Concern,

Please accept the attached "Application for Boards and Committees" in response to the Town Council Vacancy Announcement.

I would like to be considered and feel I can be a contributing member of the community. This is a great opportunity to be of service and have a positive impact on the future of West Yellowstone.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Brian Benike".

Brian Benike



Rec'd <sup>OK</sup>  
3-9-21

**APPLICATION FOR BOARDS AND COMMITTEES**

Name Brian Benike

Date 3-9-2021

Address (PO Box 1176) 1111 Moonrise

City West Yellowstone

State MT

Zip 59758

Phone (Home): \_\_\_\_\_ (Work): \_\_\_\_\_ (Cell/Other): 406-640-0268

E-Mail Address: Bbenike@aol.com

Are you a resident of West Yellowstone? yes Length of residency in West Yellowstone: 13 years

Board or Committee you are applying for: City Council

Occupation: Construction

Employer: Self

Have you previously served on a County or City board? No

If so, which board, and for how long?

Past Memberships and Associations: Madison addition - Expo

Current Memberships and Associations: None

List any relevant qualifications and/or related experience? Attach any additional information or a resumé, if you prefer:

Business Acumen

What are your primary objectives for serving on this board? To be more of a Contributor

to the future of our community

References (Individual or Organization):

mitte Knapp

Phone: 406-640-1427

Jason Fatouras

Phone: 406-220-0463

Jim Lamont

Phone: 612-280-5640

Signature: Brian Benike

Date: 3-9-2021

Please return this application to the Town Offices at 440 Yellowstone Avenue, PO Box 1570, West Yellowstone, MT 59758

To whom it may concern,

I am writing this letter in interest of joining the town council for the remainder of the term. The reason I want to be a part of the town council is to be an integral role in the development and future of West Yellowstone.

Having been raised in West Yellowstone since birth, I feel my hard-working upbringing helped me shape my desire to preserve this great town. I started my first job at 9 years-old at the Silver Spur Café breaking down boxes and sweeping the sidewalk. I advocate for the workers of the town who are the backbone of this community. In 2017, I bought Pete's Pizza, and manage roughly 40 employees. I understand the underbelly of what makes a business successful in West Yellowstone, and I am not stranger to rolling up my sleeves to get the job done. I will also bring this hard work into my role as a member of the city council.

Working in the public sector is no stranger to me, and I have a long commitment in public service, as a high school band teacher for 15 years. It has provided me with various skills, such as the diplomacy to work with competing interests, having the listening skills for all constituents, and having the negotiation skills to talk a student down from making bad decisions, all while making music. The decorated music program was really just a byproduct of years of helping students live to their full potential.

I am not a stranger to building a bigger and better public-school program or a more streamline business model, in order to be successful. I also believe in helping develop West Yellowstone's infrastructure for future development of our town. In 2020, I was given the opportunity to be on the planning board for economic developed by the town of West Yellowstone, and I was eager to fulfill the role. I appreciate your desire to bring in some of my passion for increasing the beauty and functionality of our town for both tourists and locals. I only want to keep helping and learning, and hope that we can to develop West Yellowstone to also live to its full potential.

I look forward for to having a further discussion about this opportunity.

Sincerely,

Jeff McBirnie



**APPLICATION FOR BOARDS AND COMMITTEES**

Name Jeff McBirnie Date 3/9/21

Address P.O. Box 1716 (505 Grayling Ave.)

City West Yellowstone State MT Zip 59758

Phone (Home): 360-850-3466 (Work): 406-646-7820 (Cell/Other): \_\_\_\_\_

E-Mail Address: bt3vex@gmail.com

Are you a resident of West Yellowstone? Y Length of residency in West Yellowstone: 42 Years

Board or Committee you are applying for: Town Council

Occupation: Pizza Maker

Employer: Petes Pizza

Have you previously served on a County or City board? Yes

If so, which board, and for how long? Planning Board, 6 Months

Past Memberships and Associations: Experimental Aircraft Association, Montana Teachers Associations, Montana BandMasters,

Current Memberships and Associations: Experimental Aircraft Association

List any relevant qualifications and/or related experience? Attach any additional information or a resumé, if you prefer: Montana Band Masters - Treasurer, Washington Music Educators - OMEA president

What are your primary objectives for serving on this board? To help keep our community a great place for people to come live and visit.

References (Individual or Organization):

Jo Whitman Phone: 406-640-2300

Teri Gibson Phone: 530-906-2174

Nancy Mcpherson Phone: 406-640-2978

Signature: Jeff McBirnie Date: 3/9/21

*Please return this application to the Town Offices at 440 Yellowstone Avenue, PO Box 1570, West Yellowstone, MT, 59758, or by email to: info@townofwestyellowstone.com. Thank you in advance for your interest.*

To whom it may concern,

I am seeking a position on the Town council in hopes of helping to make a difference in the town. I am excited to see the towns budget and infrastructure improve and grow, and would like to be a part of the improvements that may happen. I moved here almost three years ago because I fell in love with the town entirely, and completely the first time I saw it. I have fit in here better than anywhere I have ever been in my thirty years. I have a vested interest in maintaining where applicable, and improving anywhere possible towns safety, integrity, and general well being.



Sarah Schaffer  
P.O. Box 791  
West Yellowstone MT 59758

704-214-0492





APPLICATION FOR BOARDS AND COMMITTEES

Name Sarah O. Schaffer Date 3-9-21

Address 125 Madison Ave. Apt. B PO Box 791

City West Yellowstone State MT Zip 59758

Phone (Home): 704-214-0492 (Work): (Cell/Other):

E-Mail Address: Sarahsmith91@gmail.com

Are you a resident of West Yellowstone? Yes Length of residency in West Yellowstone: 2yrs 7mo

Board or Committee you are applying for: Town Council

Occupation: Pharmacy Tech

Employer: Silvertip Pharmacy

Have you previously served on a County or City board? No

If so, which board, and for how long?

Past Memberships and Associations:

Current Memberships and Associations:

List any relevant qualifications and/or related experience? Attach any additional information or a resumé, if you prefer: I have volunteered my time to Plan and Put on a School

dance at a special needs school, worked with a non profit

Doula business (as a volunteer) where I was present both for planning and hosting multiple awareness raising events. I have also volunteered my services as a prenatal Doula 4 times, and birth/postpartum Doula twice.

What are your primary objectives for serving on this board? I want to help to further

and achieve the betterment of our community that I

love so much.

References (Individual or Organization):

Travis Watt Phone: 406-640-0393

Steve Larson Phone: 406-640-1433

Ashley Sandau Phone: 406-451-4177

Signature: [Handwritten Signature] Date: 3-9-21

Please return this application to the Town Offices at 440 Yellowstone Avenue, PO Box 1570, West Yellowstone, MT, 59758, or by email to: info@townofwestyellowstone.com. Thank you in advance for your interest.

March 12, 2021

Dear Council Members,

I have been involved with many projects' events and committees here in town.

I feel being on the Town Council would be a great outlet to try to do more for the town, the people that live and visit here.

I think being a Council Member would be a challenge, require a bit of work, be a unique learning experience and I might have some fun.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Cherhoniak". The signature is written in a cursive style with a large initial "T" and "C".

Tom Cherhoniak



APPLICATION FOR BOARDS AND COMMITTEES

Name TOM CHERHONIAK Date 3-12-2021

Address 618 FIREHOLE AV.

City WEST YELLOWSTONE State MT Zip 59758

Phone (Home): 406-646-7447 (Work): \_\_\_\_\_ (Cell/Other): \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Are you a resident of West Yellowstone? YES Length of residency in West Yellowstone: 20 YEARS

Board or Committee you are applying for: TOWN COUNCIL

Occupation: CLOTHING ATTENDANT

Employer: YELLOWSTONE VACATIONS

Have you previously served on a County or City board? YES HEALTH CARE ADVISORY BOARD - 2 YEARS

TOWN HALL DESIGN AND CONSTRUCTION ADVISORY BOARD, TOWN COUNCIL MEMBER 11 MONTHS,

If so, which board, and for how long? TOWN TOWN IMPROVEMENT ADVISORY BOARD

COMMUNITY HEALTH PARTNERS BOARD MEMBER 8 YEARS

Past Memberships and Associations: BOY SCOUTS OF AMERICA - EAGLE SCOUT

Current Memberships and Associations: COMMUNITY HEALTH PARTNER - BOARD OF DIRECTORS

SAN FRANCISCO STATE UNIVERSITY ALUMNI ASSOC.

List any relevant qualifications and/or related experience? Attach any additional information or a resumé, if you prefer:

GRADUATE CLASS PRESIDENT - SAN BERNARDINO STATE UNIVERSITY

STUDENT BODY COUNCIL MEMBER

What are your primary objectives for serving on this board? SEE LETTER

References (Individual or Organization):

LINDSEY CHARLTAN Phone: 931-551-1520

BILL BASSETT Phone: 650-365-0478

PIERRE MARTINEAU Phone: 406-640-0241

Signature: [Signature] Date: 3-12-2021

Please return this application to the Town Offices at 440 Yellowstone Avenue, PO Box 1570, West Yellowstone, MT, 59758, or by email to: info@townofwestyellowstone.com. Thank you in advance for your interest.



**APPLICATION FOR BOARDS AND COMMITTEES**

Name Kenneth Jones Date 3/11/2021

Address 329 Shoshone Ave (PO Box 1612)

City West Yellowstone State MT Zip 59758

Phone (Home): \_\_\_\_\_ (Work): \_\_\_\_\_ (Cell/Other): 307-690-9562

E-Mail Address: kjones@kennyjonesphoto.com

Are you a resident of West Yellowstone? Yes Length of residency in West Yellowstone: 60+ days

Board or Committee you are applying for: Town Council

Occupation: Photographer and Paramedic

Employer: Self

Have you previously served on a County or City board? No, appointed to Health Services recently

If so, which board, and for how long? \_\_\_\_\_

Past Memberships and Associations: Texas Ambulance Associations Board Director, Board Member

Village of High Meadow HOA, Board of Directors Alpine EMS (Wyoming)

Current Memberships and Associations: Ambassador Texas Children's Hospital, Houston Livestock

Show & Rodeo Medical Committee,

List any relevant qualifications and/or related experience? Attach any additional information or a resumé, if you prefer: Thirty years in leadership role in the public service industry, 20 year business owner in public service, Ability to listen to customer concerns and find solutions that work to address those concerns.

What are your primary objectives for serving on this board? To make a positive impact within the community through leadership, advocacy, and integrity. To preserve and protect the core values of our community through education of the public and to assist in the navigation of the uncharted waters that we are faced with in the challenges of current circumstance and future issues.

**References (Individual or Organization):**

Fire Chief Mike Vogt Phone: (307) 880-6548

Tam Terry, Sheriff Phone: (806) 662-9510

Levon Vartanian, MD Phone: (832) 477-2146

Signature: \_\_\_\_\_ Date: 03/12/2021

*Please return this application to the Town Offices at 440 Yellowstone Avenue, PO Box 1570, West Yellowstone, MT, 59758, or by email to: [info@townofwestyellowstone.com](mailto:info@townofwestyellowstone.com). Thank you in advance for your interest.*

**329 Shoshone  
West Yellowstone, Montana 59758**

**PO Box 1612 West Yellowstone**

**Phone (307) 690-9561**

# ***Kenneth Jones***

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*An empowering leader with a proven track record for success in managing multiple projects. An impressive track record with experience in increasingly responsible positions. Excellent reputation as creative, innovative and results oriented Manager, who gets things done. Full range of experience including budget preparation, competitive procurements, contract administration, and business development.*

## **Professional Experience**

**Alpine Fire-Rescue-EMS Paramedic Alpine, Wyoming** November 2019 to January 2021

- ❖ *Inventory of response vehicles to ensure properly stocked and equipment functioning.*
- ❖ *Attend weekly training and in-services*
- ❖ *Respond to calls for Fire, rescue and Emergency medical services.*
- ❖ *Demonstrate competency in handling emergency situations and treatment modalities*
- ❖ *Complete documentation of patient findings and treatment*
- ❖ *Conduct quality assurance, quality improvement reviews and monitor indicators*
- ❖ *Maintain philosophy of fully integrated mobile healthcare provider*
- ❖ *Proficiency of all advanced and basic life support skills*

**Star Valley Search and Rescue Afton, Wyoming** October 2019 to January 2021

- ❖ *Attend bi-weekly training and in-services.*
- ❖ *Respond to calls for lost or over-due persons.*
- ❖ *Avalanche response team*
- ❖ *Swift water rescue operations*
- ❖ *Proficiency in operating specialized vehicles.*
- ❖ *Demonstrate competency in handling emergency situations and treatment modalities*
- ❖ *Proficiency of all advanced and basic life support skills*

**Coastal Emergency Medical Service, LP CEO/President Houston, Texas** September 1998 to 2020

- ❖ *Respond to calls for EMS and support EMT and Paramedic field staff.*
- ❖ *Respond to major incidents and coordinate with state and federal authorities*
- ❖ *Participate in emergency planning for local, state and federal agencies*
- ❖ *Review medical charts and coordinate quality improvement programs.*
- ❖ *Establish continuing education programs based on results of QI programs.*
- ❖ *Develop and review financial reports on fiscal performance.*
- ❖ *Identify and launched specific projects and programs to enhance patient outcomes.*
- ❖ *Developed specific programs to accommodate and address changes in reimbursement methods.*

**Laidlaw Medical Transportation, Inc., (MedTrans) Houston, Texas**

Business Development Coordinator-Contract Administration

November 1996 to June 1998

Manager of Financial Services

May 1995 to November 1996

Operations Manager

April 1994 to May 1995

**329 Shoshone  
West Yellowstone, Montana 59758**

**PO Box 1612 West Yellowstone**

**Phone (307) 690-9561**

# ***Kenneth Jones***

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<b>MediVac 1 NW Texas Healthcare Manager EMS Amarillo, Texas</b>	<i>August 1991 to April 1994</i>
<b>Hermann Hospital, Life Flight-Flight Paramedic Houston, Texas</b>	<i>March 1989 to August 1991</i>
<b>Forth Worth AMAA (dba MedStar) Paramedic Fort Worth, Texas</b>	<i>June 1986 to October 1989</i>
<b>Medical Services System EMT Amarillo-Borger-Pampa, Texas</b>	<i>September 1979 to June 1986</i>
<b>Vase Ambulance Services EMT Rock Springs, Wyoming</b>	<i>August 1975 to September 1979</i>

## **Education**

<b>Amarillo College</b> <i>Amarillo, Texas</i> <i>Major: Associate Degree Paramedicine Technology</i>	<i>September 1985 to May 1986</i>
<b>Western Wyoming College</b> <i>Rock Springs, Wyoming</i> <i>Major: Respiratory Therapy</i>	<i>September 1977 to Dec. 1978</i>
<b>Central Wyoming College</b> <i>Riverton, Wyoming</i> <i>Major: Emergency Medical Technologist</i>	<i>January 1976 to May 1976</i>

## **Professional Certifications**

<b>Wyoming Department of Health</b>	<i>Paramedic</i>
<b>Texas Department of Health</b>	<i>Paramedic</i>
<b>Advanced Cardiac Life Support</b>	<i>Provider</i>
<b>Pediatric Pre-hospital Provider Course</b>	<i>Faculty, Instructor, Provider</i>
<b>Emergency Medical Dispatcher (NAEMD)</b>	<i>Provider</i>
<b>Pre-hospital Trauma Life Support</b>	<i>Provider</i>
<b>Basic Life Support</b>	<i>Provider</i>

## **Professional Societies**

**Core Faculty Texas Department of Health Pre-Hospital Pediatric Provider Course**

**National Association of Emergency Medical Technicians**

**National Association of Flight Paramedics**

**Texas Ambulance Association Board of Directors Position 2015 - 2017**

**329 Shoshone  
West Yellowstone, Montana 59758**

**PO Box 1612 West Yellowstone**

**Phone (307) 690-9561**

# ***Kenneth Jones***

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## **Volunteer Experience**

**Alpine Emergency Medical Services**

*Paramedic Provider*

**Alpine Fire Department**

*Firefighter*

**Star Valley Search and Rescue**

*Probationary member*

**Houston Livestock Show and Rodeo**

*Lifetime member – Safety / Medical committee*

**Texas Children's Hospital The Woodlands**

*Ambassador*

# Treasurer's Report

## February 2021

03/12/21  
17:14:17

TOWN OF WEST YELLOWSTONE  
Cash Report  
For the Accounting Period: 2/21

Page: 1 of 3  
Report ID: L160

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
<b>1000 General Fund</b>						
101000 CASH	151,513.72	272,429.86	279.92	0.00	412,364.89	11,858.61
101100 Investments - CD's	732,247.12	2,269.15	0.00	0.00	0.00	734,516.27
101300 Investments - Money Market	14,493.26	0.78	0.00	0.00	0.00	14,494.04
101500 Investment-STIP	1,526,199.21	333.59	0.00	200,000.00	0.00	1,326,532.80
103000 Petty Cash	50.00	0.00	0.00	0.00	0.00	50.00
103100 Town Office	50.00	0.00	0.00	0.00	0.00	50.00
103200 Petty Cash/WY Police Dept	50.00	0.00	0.00	0.00	0.00	50.00
<b>Total Fund</b>	<b>2,424,603.31</b>	<b>275,033.38</b>	<b>279.92</b>	<b>200,000.00</b>	<b>412,364.89</b>	<b>2,087,551.72</b>
<b>2100 Local Option Taxation-Resort Tax</b>						
101000 CASH	700,682.92	317,747.86	0.00	336,377.39	120,373.69	561,679.70
101500 Investment-STIP	1,162,700.00	210,000.00	0.00	0.00	0.00	1,372,700.00
102215 STIP Investment-Rev Bond	161,379.90	17.63	0.00	0.00	0.00	161,397.53
102225 STIP Reserve Acct Town Hall 10%	133,961.95	16.51	0.00	0.00	0.00	133,978.46
<b>Total Fund</b>	<b>2,158,724.77</b>	<b>527,782.00</b>	<b>0.00</b>	<b>336,377.39</b>	<b>120,373.69</b>	<b>2,229,755.69</b>
<b>2101 Marketing &amp; Promotions (MAP)</b>						
101000 CASH	58,059.73	5,997.97	0.00	0.00	0.00	64,057.70
101300 Investments - Money Market	14,001.60	0.75	0.00	0.00	0.00	14,002.35
101500 Investment-STIP	152,416.90	18.78	0.00	0.00	0.00	152,435.68
<b>Total Fund</b>	<b>224,478.23</b>	<b>6,017.50</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>230,495.73</b>
<b>2104 Additional 1%</b>						
101000 CASH	187,753.02	77,857.98	0.00	589.04	0.00	265,021.96
101500 Investment-STIP	1,000,567.64	123.29	0.00	0.00	0.00	1,000,690.93
<b>Total Fund</b>	<b>1,188,320.66</b>	<b>77,981.27</b>	<b>0.00</b>	<b>589.04</b>	<b>0.00</b>	<b>1,265,712.89</b>
<b>2111 Off Street Parking</b>						
101000 CASH	23,877.03	4,802.67	0.00	0.00	0.00	28,679.70
101500 Investment-STIP	115,436.78	14.22	0.00	0.00	0.00	115,451.00
<b>Total Fund</b>	<b>139,313.81</b>	<b>4,816.89</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>144,130.70</b>
<b>2210 Parks &amp; Recreation</b>						
101000 CASH	600.00	0.00	0.00	0.00	0.00	600.00
<b>2211 Youth Program Donations</b>						
101000 CASH	3,841.03	0.36	0.00	0.00	0.00	3,841.39
<b>2212 Parks - Volleyball Court</b>						
101000 CASH	5,154.71	0.48	0.00	0.00	0.00	5,155.19
<b>2214 Rec. Program Scholarships</b>						
101000 CASH	2,888.02	0.27	0.00	0.00	0.00	2,888.29
<b>2220 Library</b>						
101000 CASH	49,522.65	1,558.28	0.00	0.00	18,141.00	32,939.93
<b>2240 Cemetery</b>						
101000 CASH	1,975.63	0.18	0.00	0.00	0.98	1,974.83
101500 Investment-STIP	10,625.44	1.32	0.00	0.00	0.00	10,626.76
<b>Total Fund</b>	<b>12,661.07</b>	<b>1.50</b>	<b>0.00</b>	<b>0.00</b>	<b>0.98</b>	<b>12,661.59</b>
<b>2292 CDBG-Local Source</b>						
101000 CASH	43,162.02	33.60	0.00	0.00	18,000.00	25,195.62
101500 Investment-STIP	41,215.50	5.07	0.00	0.00	0.00	41,220.57
<b>Total Fund</b>	<b>84,377.52</b>	<b>38.67</b>	<b>0.00</b>	<b>0.00</b>	<b>18,000.00</b>	<b>66,416.19</b>



TOWN OF WEST YELLOWSTONE  
Cash Report  
For the Accounting Period: 2/21

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
2701 Cemetery Perpetual Care (7050)						
101000 CASH	5,660.16	0.53	0.00	0.00	0.00	5,660.69
101500 Investment-STIP	38,487.76	4.74	0.00	0.00	0.00	38,492.50
<b>Total Fund</b>	<b>44,147.92</b>	<b>5.27</b>				<b>44,153.19</b>
2820 Gas Tax Apportionment						
101000 CASH	50,382.09	2,435.22	0.00	0.00	0.00	52,817.31
101300 Investments - Money Market	10,149.02	0.54	0.00	0.00	0.00	10,149.56
101500 Investment-STIP	133.59	0.02	0.00	0.00	0.00	133.61
<b>Total Fund</b>	<b>60,664.70</b>	<b>2,435.78</b>				<b>63,100.48</b>
2831 Gas Tax BAREAA Funds						
101000 CASH	1,795.87	0.17	0.00	0.00	0.00	1,796.04
2850 911 Emergency						
101000 CASH	123,542.67	10.25	0.00	0.00	13,489.09	110,064.83
101300 Investments - Money Market	174.99	0.01	0.00	0.00	0.00	175.00
101500 Investment-STIP	50,267.77	6.19	0.00	0.00	0.00	50,273.96
<b>Total Fund</b>	<b>173,986.43</b>	<b>16.45</b>			<b>13,489.09</b>	<b>160,513.79</b>
2917 Crime Victims Assistance						
101000 CASH	6,454.93	0.00	0.00	0.00	0.00	6,454.93
3050 GO Bond						
101000 CASH	153,928.77	6,452.75	0.00	0.00	55,629.55	104,811.97
101500 Investment-STIP	136,954.93	16.87	0.00	0.00	0.00	136,971.80
<b>Total Fund</b>	<b>290,943.70</b>	<b>6,469.62</b>			<b>55,629.55</b>	<b>241,783.77</b>
4600 Capital Projects/Equipment						
101000 CASH	8,840.50	10,000.06	0.00	0.00	18,246.00	594.56
101300 Investments - Money Market	10,048.01	0.54	0.00	0.00	0.00	10,048.55
101500 Investment-STIP	278,654.72	34.34	0.00	10,000.00	0.00	268,639.06
<b>Total Fund</b>	<b>297,553.23</b>	<b>10,034.94</b>		<b>10,000.00</b>	<b>18,246.00</b>	<b>279,342.17</b>
4660 Public Works Equipment Replacement						
101000 CASH	365.94	0.03	0.00	0.00	0.00	365.97
101300 Investments - Money Market	21.07	0.00	0.00	0.00	0.00	21.07
101500 Investment-STIP	255.03	0.03	0.00	0.00	0.00	255.06
<b>Total Fund</b>	<b>642.04</b>	<b>0.06</b>				<b>642.10</b>
4070 Parkway Construction/MTN						
101300 Investments - Money Market	0.34	0.00	0.00	0.00	0.00	0.34
101500 Investment-STIP	7,293.55	0.90	0.00	0.00	0.00	7,294.45
<b>Total Fund</b>	<b>7,293.89</b>	<b>0.90</b>				<b>7,294.79</b>
4075 Street Construction /Maintenance						
101000 CASH	27,840.54	2.59	0.00	0.00	0.00	27,843.13
101300 Investments - Money Market	20,098.43	1.08	0.00	0.00	0.00	20,099.51
101500 Investment-STIP	500,925.35	61.73	0.00	0.00	0.00	500,987.08
<b>Total Fund</b>	<b>548,864.32</b>	<b>65.40</b>				<b>548,929.72</b>
5210 Water Operating Fund						
101000 CASH	94,979.28	29,306.90	0.00	0.00	9,090.57	115,195.61
101300 Investments - Money Market	0.44	0.00	0.00	0.00	0.00	0.44
101500 Investment-STIP	111,040.60	13.68	0.00	0.00	0.00	111,054.28
102245 Replacement & Depreciation Ent.	23,600.93	2.91	0.00	0.00	0.00	23,603.84
<b>Total Fund</b>	<b>229,621.25</b>	<b>29,323.49</b>			<b>9,090.57</b>	<b>249,854.17</b>

TOWN OF WEST YELLOWSTONE  
Cash Report  
For the Accounting Period: 2/21

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
5220 Water Replacement Depreciation Fund						
101000 CASH	125,942.12	11.73	0.00	0.00	0.00	125,953.85
101500 Investment-STIP	8,461.35	1.04	0.00	0.00	0.00	8,462.39
<b>Total Fund</b>	<b>134,403.47</b>	<b>12.77</b>				<b>134,416.24</b>
5310 Sewer Operating Fund						
101000 CASH	296,997.11	56,255.20	1,822.87	0.00	15,410.00	339,665.18
101300 Investments - Money Market	63,648.04	3.42	0.00	0.00	0.00	63,651.46
101500 Investment-STIP	409,958.13	50.52	0.00	0.00	0.00	410,008.65
101510 Mad Add Construction-STIP	64,802.66	7.99	0.00	0.00	0.00	64,810.65
102245 Replacement & Depreciation Ent.	139,190.46	17.15	0.00	0.00	0.00	139,207.61
<b>Total Fund</b>	<b>974,596.40</b>	<b>56,334.28</b>	<b>1,822.87</b>		<b>15,410.00</b>	<b>1,017,343.55</b>
5320 Sewer Replacement Depreciation Fund						
101000 CASH	200,948.99	607.76	0.00	0.00	589.04	200,967.71
101300 Investments - Money Market	31,536.19	1.69	0.00	0.00	0.00	31,537.88
101500 Investment-STIP	869,205.50	107.11	0.00	0.00	0.00	869,312.61
<b>Total Fund</b>	<b>1,101,690.68</b>	<b>716.56</b>			<b>589.04</b>	<b>1,101,818.20</b>
7010 Social Services/Help Fund						
101000 CASH	98,563.60	308.59	70.47	0.00	6,671.30	92,271.36
101300 Investments - Money Market	10,283.05	0.55	0.00	0.00	0.00	10,283.60
101500 Investment-STIP	21,310.00	2.53	0.00	0.00	0.00	21,312.53
102130 Donations	208.58	0.02	0.00	0.00	0.00	208.60
<b>Total Fund</b>	<b>130,365.23</b>	<b>311.79</b>	<b>70.47</b>		<b>6,671.30</b>	<b>124,076.19</b>
7195 Court Collections Trust Acct						
101000 CASH	8,296.49	0.00	0.00	0.00	0.00	8,296.49
7202 TBID Agency Fund						
101000 CASH	10,237.30	8,895.91	0.00	255.24	9,093.50	9,754.47
7459 Court Surcharge HB176						
101000 CASH	160.00	55.00	0.00	0.00	160.00	55.00
7467 MT Law Enforcement Academy (MLEA)						
101000 CASH	190.00	50.00	0.00	0.00	190.00	50.00
7469 City Court - Judge Gibson						
101000 CASH	9,010.00	1,820.00	0.00	1,665.00	100.00	9,125.00
7599 Victims Assistance Program						
101000 CASH	280.00	49.00	0.00	0.00	280.00	49.00
7910 Payroll Fund						
101000 CASH	35,163.98	0.00	186,748.29	185,901.99	0.00	35,010.28
7930 Claims Fund						
101000 CASH	106,722.38	0.00	508,908.06	535,440.22	0.00	80,190.22
<b>Totals</b>	<b>10,467,569.99</b>	<b>1,009,887.99</b>	<b>697,829.61</b>	<b>1,270,228.88</b>	<b>697,829.61</b>	<b>10,207,229.10</b>

\*\*\* Transfers In and Transfers Out columns should match. There are a couple exceptions to this: 1) Canceled Electronic Checks and 2) Payroll Journal Vouchers that include local deductions set up with receipt accounting. Please see cash reconciliation procedure in manual or call for more details.

Glacier Bancorp, Inc.  
49 Commons Loop  
Kalispell, MT 59901  
(406) 756-4200

**REPURCHASE AGREEMENT CONFIRMATION**

March 11, 2021

TOWN OF WEST YELLOWSTONE  
PO BOX 1570  
WEST YELLOWSTONE MT 59758

As principal, we confirm the following balance under your master repurchase agreement on file. This confirmation supersedes all prior dated confirmations. If this confirmation is not in accordance with your records, please contact your account officer immediately.

Customer Number	Trade Number	Settlement Date	Principal Balance	Maturity Date	Current Rate
xxxxxxxxxxx2900	684	03/11/2021	2,840,131.18	03/12/2021	0.1500%

The following security is sold under agreement to repurchase:

Security Description	CUSIP Number	Coupon Rate	Maturity Date	Par Value	Market Value	% Of Security
AMERICAN INTL GRO	026874CU9	4.880%	06/01/2022	2,778,000	2,925,400.68	25.557%

*Funds held pursuant to the repurchase agreement are not deposits and are not insured by the FDIC*

\* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
47780		1089 Gallatin County Treasurer		154.00					
	02/28/21	Tech surcharge		55.00		COURT	7458 212200		101000
	02/28/21	MLEA		50.00		COURT	7467 212200		101000
	02/28/21	Victims Assistance		49.00		COURT	7699 212200		101000
47781		2088 Town West Yellowstone		623.99					
	02/26/21	utility chrgs, Chamber, 895		51.20		BLDGS	1000 411257 340		101000
	02/26/21	utility chrgs, UPDL, 892		84.28		BLDGS	1000 411252 340		101000
	02/26/21	utility chrgs, PS Shops, 884		38.85		BLDGS	1000 411253 340		101000
	02/26/21	utility chrgs. Povah Ctr, 887		78.24		BLDGS	1000 411255 340		101000
	02/26/21	utility chrgs, Police Dept, 886		49.79		BLDGS	1000 411258 340		101000
	02/26/21	utility chrgs, City Park, 885		121.81		BLDGS	1000 411253 340		101000
	02/26/21	utility chrgs, Library, 891		39.14		LIBBLD	1000 411259 340		101000
	02/26/21	utility chrgs, Lift #1, 903		16.81		SEWER	5310 430600 340		101000
	02/26/21	utility chrgs, Twn Hall, 921		143.87		TWNHAL	1000 411250 340		101000
47782		95 Energy West-Montana		3,446.79					
	02/24/21	nat gas 210361788 updl		229.36		UPDH	1000 411252 344		101000
	02/24/21	nat gas 210360293 Police		28.29		POLBLD	1000 411258 344		101000
	02/24/21	nat gas 210361746 Pub Services		801.80		STREET	1000 430200 344		101000
	02/24/21	nat gas 210361811 old firehall		220.94		PARK	1000 460430 344		101000
	02/24/21	nat gas 210363966 old bld ins		134.30		STREET	1000 430200 344		101000
	02/24/21	nat gas 210360540 library		470.31		LIBBLD	1000 411259 344		101000
	02/24/21	nat gas 210364599 Povah		778.79		POVAH	1000 411255 344		101000
	02/24/21	nat gas 210361697 Iris Lift St		37.24		PUBSVC	1000 430200 344		101000
	02/24/21	nat gas 210365425 Twn Hall		713.01		TWNHAL	1000 411250 344		101000
	02/24/21	nat gas 210361655 Mad Add Sewe		32.75		SEWER	5310 430600 344		101000
47783		2853 Two Seasons Recycling		500.00					
	2021544 02/28/21	monthly recycling 2/21		500.00		PARKS	1000 460430 534		101000
47784		1146 Madison Valley Bank		537.12					
	03/01/21	Line of Credit interest		537.12		SEWER	5320 430640 951		101000
47785		2421 NAPA Auto Parts		1,389.98					
	02/27/21	Napa Supplies Streets		320.30		STREET	1000 430200 220		101000
	02/27/21	Napa Supplies Repairs Streets		761.76		STREET	1000 430200 361		101000
	02/11/21	Napa Supplies Repairs Equip		32.21		STREET	1000 430200 369		101000
	02/24/21	Napa Supplies-2018 Ram wiperbl		21.58		POLICE	1000 420100 220		101000
	02/24/21	NAPA supplies mirror,tubtowels		17.78		WATER	5210 430500 220		101000
	02/10/21	NAPA supplies 49 pcl2drscktst		184.29		WATER	5210 430500 212		101000
	02/27/21	NAPA supplies - Sewer		52.06		SEWER	5310 430600 220		101000

03/12/21  
17:24:03

TOWN OF WEST YELLOWSTONE  
Claim Approval List  
For the Accounting Period: 3/21

Page: 2 of 9  
Report ID: AP100

\* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
47786		2813 Century Link		62.00					
	02/28/21	DSL Pub Serv Office 646-7949		62.00		ROAD	1000 430200	345	101000
47787		2558 Hebgen Basin Fire District		54,210.00					
	03/01/21	March 2021		46,877.00		FIRE	1000 420400	357	101000
	03/01/21	employee grant March 2021		7,333.00		FIRE	1000 420471	140	101000
47789		2575 WY Tourism Business Improvement		8,252.76					
	02/28/21	Collections in February 2021		8,252.76*		TBID	7202 411800	540	101000
47790		2789 WEX Bank		7,267.53					
	03/01/21	17 Dodge Ram #1		257.70		POLICE	1000 420100	231	101000
	03/01/21	17 Dodge Ram #2		121.83		POLICE	1000 420100	231	101000
	03/01/21	10 Ford Expedition 6-000046		54.16*		SOCSEER	1000 450135	231	101000
	03/01/21	10 JD Backhoe 310SJ		206.56		STREET	1000 430200	231	101000
	03/01/21	Snow Blower		148.24		STREET	1000 430200	231	101000
	03/01/21	140 G Grader		305.18		STREET	1000 430200	231	101000
	03/01/21	CAT 936 Loader		725.59		STREET	1000 430200	231	101000
	03/01/21	91 Ford 6-582		69.81		STREET	1000 430200	231	101000
	03/01/21	SS Snow Blower Green		616.89		STREET	1000 430200	231	101000
	03/01/21	00 Freightliner Dump 6-60700A		58.00		STREET	1000 430200	231	101000
	03/01/21	2010 JD 772 Grader		1,116.21		POLICE	1000 420100	231	101000
	03/01/21	02 Freightliner Dump 6-54564A		253.77		STREET	1000 430200	231	101000
	03/01/21	08 GMC Pickup 6-1484		68.99		STREET	1000 430200	231	101000
	03/01/21	08 CAT 938H Loader		1,163.70		STREET	1000 430200	231	101000
	03/01/21	08 904B MiniLoader		115.45		WATER	1000 430200	231	101000
	03/01/21	01 Freightliner truck 1		519.34		STREET	1000 430200	231	101000
	03/01/21	01 Freightliner truck 2		568.52		STREET	1000 430200	231	101000
	03/01/21	14 Police Interceptor		90.57		POLICE	1000 420100	231	101000
	03/01/21	15 Ford F-250		239.61		STREET	1000 430200	231	101000
	03/01/21	18 2018 Dodge Ram-PW		62.95		WATER	5210 430500	231	101000
	03/01/21	18 2018 Dodge Ram-PW		62.95		SEWER	5310 430600	231	101000
	03/01/21	18 Dodge Ram-Police		154.02		POLICE	1000 420100	231	101000
	03/01/21	19 Dodge Durango		287.49		POLICE	1000 420100	231	101000
47791		2845 Kasting, Kauffman & Mersen, PC		9,055.18					
	03/02/21	legal services 2/1 - 2/28/21		8,850.00		LEGAL	1000 411100	352	101000
	03/02/21	postage/copies		103.40*		LEGAL	1000 411100	870	101000
	03/02/21	travel		101.78		LEGAL	1000 411100	373	101000

\* ... Over spent expenditure

Claim	Vendor #/Name/ Check Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
47792	42 Fall River Electric	6,953.77					
	02/19/21 PARK, old firehouse 2901001	335.81		PARK	1000 411253	341	101000
	02/19/21 povah comm ctr 4212001	206.00		POVAH	1000 411255	341	101000
	02/19/21 unmetered lights 4212004	1,451.25		STLITE	1000 430263	341	101000
	02/19/21 RR Well 4212005	262.32		WATER	5210 430500	341	101000
	02/19/21 SEWER LIFT STATION 4212006	225.93		SEWER	5310 430600	341	101000
	02/19/21 SEWER PLANT 4212007	530.78		SEWER	5310 430600	341	101000
	02/19/21 POLICE 4212008-21 Memrebatecrd	0.00		POLICE	1000 411258	341	101000
	02/19/21 TOWN HALL 4212009	462.95		TWNHLA	1000 411250	341	101000
	02/19/21 ICE RINK 421010	80.57		PARKS	1000 411253	341	101000
	02/19/21 South Iris Street Well 4212013	179.00		WATER	5210 430500	341	101000
	02/19/21 MAD SEWER LIFT 4212014	215.38		SEWER	5310 430600	341	101000
	02/19/21 Hayden/Grouse Well 4212015	43.73		WATER	5210 430500	341	101000
	02/19/21 MADADD H2O Tower 4212017	54.28		WATER	5210 430500	341	101000
	02/19/21 SHOP 4212018	384.46		STREET	1000 430200	341	101000
	02/19/21 ANIMAL 4212029	250.72		ANIML	1000 440600	341	101000
	02/19/21 CLORINATOR 4212030	92.45		WATER	5210 430500	341	101000
	02/19/21 Electric Well 4212031	44.54		WATER	5210 430500	341	101000
	02/19/21 PARK 4212032	378.52		PARKS	1000 411253	341	101000
	02/19/21 UPDH 4212041	1,633.05		UPDH	1000 411252	341	101000
	02/19/21 SEWER TREAT SERV 4212046	0.00		SEWER	5310 430600	341	101000
	02/19/21 LIBRARY 23 dunraven 4212054	122.03		LIBR	1000 411259	341	101000
47793	73 Westmart Building Center	257.87					
	02/27/21 Street/Povah Buildings	105.00		BULDNG	1000 430200	366	101000
	02/27/21 Street Supplies	107.29		STREET	1000 430200	220	101000
	02/27/21 Water Supplies	26.59		WATER	5210 430500	220	101000
	02/27/21 Social Services Supplies	18.99		SOCSRV	1000 450135	220	101000
47794	3176 Magda Nelson - Local Government	525.00					
	02/19/21 Consulting Services	525.00		FINADM	1000 410100	870	101000
47795	2952 DIS Technologies	756.00					
	7131 03/05/21 Monthly Managed IT	756.00		IT	1000 410580	355	101000
47796	E 2673 First Bankcard	2,069.71					
	02/12/21 Sum Rec Certified letters	25.80		SUMREC	1000 460449	311	101000
	02/18/21 Batteries for alert device	4.37*		HELP	7010 450135	220	101000
	165630 02/22/21 Food-Growing device GrantCares	306.45		COVID	7010 510301	220	101000
	165631 02/22/21 Food-Growing pods GrantCares	36.90		COVID	7010 510301	220	101000
	02/23/21 Uline Shelving-Grant Cares	1,696.19		COVID	7010 510301	212	101000

\* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
47797	E	2964 CITI CARDS		1,579.50				
	2398646	02/04/21 Amazon - Labels for label mak		25.49	SOCSER	1000 450135	220	101000
		02/06/21 Amazon -		16.88	ADMIN	1000 410210	220	101000
	3850614	02/08/21 Amazon-HP Pavilion laptop		874.99*	ADMIN	1000 410210	212	101000
	2677012	02/08/21 Amazon-wall clock		15.99*	TWNHLL	1000 411250	366	101000
	2677012	02/08/21 Amazon-Web camera		36.99	FINADM	1000 410510	212	101000
	2677012	02/08/21 Amazon-Web camera		36.99	SOCSER	1000 450135	212	101000
		02/16/21 Market Place cookies		24.56	LEGIS	1000 410100	220	101000
		02/16/21 Market Place - Deli		42.99	LEGIS	1000 410100	220	101000
	3994663	02/12/21 Amazon-Storage basket		39.99	SOCSER	1000 450135	220	101000
	2342669	02/11/21 Amazon-Facial tissue		21.98	SOCSER	1000 450135	220	101000
	2935403	02/19/21 Amazon-sht protect, marker,mo		45.36	SOCSER	1000 450135	220	101000
	1985817	02/23/21 Amazon-Case for iPhone		40.17	WATER	5210 430500	212	101000
	1126834	02/26/21 DirMaterial-4*oilpressgauge(4		103.72	SEWER	5310 430600	212	101000
	7699422	02/23/21 Amazon - Books		359.80	LIBRY	2220 460100	215	101000
		02/27/21 WhiteBuffaloHtl-PW		68.20*	ROAD	1000 430200	370	101000
		03/02/21 Wild West Pizza		94.25	LEGIS	1000 410100	220	101000
		02/27/21 MSCIndustrialSupply-utilisckt(2		54.45	WATER	5210 430500	212	101000
		03/02/21 Costco Membership Renewal		120.00	ADMIN	1000 410210	335	101000
	5325851	02/25/21 Amazon-webcam for computer		39.99	WATER	5210 430500	212	101000
		02/27/21 Amazon credits Cares		-483.29	COVID	7010 510301	212	101000
47798		2546 Century Link QCC		11.71				
	201458650	02/24/21 long dist chg 406-646-7600		11.71	DISPAT	2850 420750	345	101000
47800		2813 Century Link		1,545.12				
		02/19/21 E911 Viper 255-9710		1,002.34	E911	2850 420750	345	101000
		02/19/21 E911 Viper 255-9712		24.77	E911	2850 420750	345	101000
		02/19/21 E911 Viper 646-5170		110.06	E911	2850 420750	345	101000
		02/19/21 Alarm Lines 646-5185		89.32	TWNHLL	1000 411250	345	101000
		02/19/21 Police - 646-7600		318.63	POLICE	2850 420750	345	101000
47801		1514 Verizon Wireless		887.08				
		21 Smartphones						
		5 laptops						
		02/20/21 640-0108, Police		32.72	POLICE	1000 420100	345	101000
		02/20/21 640-0121 Laptop		40.01	POLICE	1000 420100	345	101000
		02/20/21 640-0141 Street SP		32.71	STREET	1000 430200	345	101000
		02/20/21 640-0159 Street SP		32.72	STREET	1000 430200	345	101000
		02/20/21 640-0606 911 Dispatch		32.70	911	2850 420750	345	101000
		02/20/21 640-1103, Operator SP		32.72	STREET	1000 430200	345	101000
		02/20/21 640-1460, Library Dir, SP		32.72	LIBRAR	2220 460100	345	101000
		02/20/21 640-1461, S & W operator, SP		32.71	SEWER	5310 430600	345	101000
		02/20/21 640-1462, S & W Super, SP		32.72	WATER	5210 430500	345	101000

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TOWN OF WEST YELLOWSTONE  
Claim Approval List  
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\* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	02/20/21	640-1463, Deputy PSS, SP Sspnd		32.72		PARKS	1000 460430	345	101000
	02/20/21	640-1472, Ops Mgr, SP		32.72		ADMIN	1000 410210	345	101000
	02/20/21	640-1676, Rec Coor, SP		32.71		REC	1000 460440	345	101000
	02/20/21	640-1754, COP, SP		32.72		POLICE	1000 420100	345	101000
	02/20/21	640-1755, Police		32.72		POLICE	1000 420100	345	101000
	02/20/21	640-1756, Police		32.72		POLICE	1000 420100	345	101000
	02/20/21	640-1757, Police		32.72		POLICE	1000 420100	345	101000
	02/20/21	640-1758, Police, SP		32.72		POLICE	1000 420100	345	101000
	02/20/21	640-1759, Police		32.71		POLICE	1000 420100	345	101000
	02/20/21	640-7547, Street SP		32.72		PARKS	1000 460430	345	101000
	02/20/21	640-9074, PSS, SP		32.70		STREET	1000 430200	345	101000
	02/20/21	640-2195 683 laptop		40.01		POLICE	1000 420100	345	101000
	02/20/21	640-2551 COP laptop		40.01		POLICE	1000 420100	345	101000
	02/20/21	641-0184 686 laptop		40.01		POLICE	1000 420100	345	101000
	02/20/21	641.0207 681 laptop		40.01		POLICE	1000 420100	345	101000
	02/20/21	640-2354 Social Services		32.72		SOCSEK	1000 450135	345	101000
	02/20/21	640-2629 City Judge		32.71*		COURT	1000 410360	345	101000
47802		2822 ClearBlu Business Services		3,710.00					
	03/01/21	Town Hall		1,000.00*		TWNHLL	1000 411250	357	101000
	03/01/21	Library		400.00		LIBES	1000 411259	357	101000
	03/01/21	Trailhead Bldng.		260.00		TRLHED	1000 411256	350	101000
	03/01/21	Povah		450.00		POVAH	1000 411255	350	101000
	03/01/21	Chamber Bldng.		1,100.00		CHAMB	1000 411257	357	101000
	03/01/21	Park Bathrooms		500.00		PARKS	1000 411253	357	101000
47823		3300 R&R Taylor Construction, Inc.		71,480.33					
	03/04/21	2020-083 UPDL Structural Impro		72,202.36		UPDL	4000 460460	920	101000
	03/04/21	1% Tax to State UPDL		-722.03		UPDL	4000 460460	920	101000
47824		277 DEPARTMENT OF REVENUE		722.03					
	03/04/21	UPDL-1% Contractors Tax Gross		722.03		UPDL	4000 460460	920	101000
47825		547 WY Chamber of Commerce		14,500.00					
	TWVIC2021-	02/19/21 VIC support Final 1/2 FY20		14,500.00		LEGIS	1000 410100	870	101000
47826		40 Jerry's Enterprises		152.18					
	02/25/21	Police Fuel New truck		125.17		POLICE	1000 420100	231	101000
	02/17/21	Help fund Voucher		27.01		HELP	7010 450135	231	101000



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Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
47827		999999 ART WITTICH		12.00					
	03/04/21	Sold property -Refund AnnSewer		12.00		SEWER	5310 343030		101000
47828		2937 CINTAS First Aid & Safety		120.33					
	5045804800 12/18/20	First Aid supplies at PWSH		120.33		STREET	1000 430200	220	101000
47829		379 Energy Laboratories, Inc		384.00					
	378466 03/03/21	WW Influent testing		204.75		SEWER	5310 430600	357	101000
	377558 02/27/21	WW Effluent testing		179.25		SEWER	5310 430600	357	101000
47830		3241 Bridger Analytical Lab		280.00					
	2102309 02/25/21	Total Coliform/E.coli 2/21		280.00		WATER	5210 430500	357	101000
47831		151 Gallatin County WY TS/Compost		136.80					
	02/28/21	Household waste		136.80		PARKS	1000 460430	534	101000
47832		135 Food Roundup		90.00					
	03/01/21	Gift Cert (3)		90.00		LEGIS	1000 410100	220	101000
47833		2491 MMIA		1,500.00					
	DR1005081 03/02/21	Insurance-Wesley Saul Incid		1,500.00		LIABIL	1000 510330	513	101000
47834		1061 Lane and Associates		134.60					
	8429 03/01/21	Drug Test-non DOT (1)		67.30		ADMIN	1000 410210	356	101000
	8436 03/08/21	Drug Test-Non DOT (1)		67.30		ADMIN	1000 410210	356	101000
47835		764 General Distributing Co.		52.08					
	969112 02/28/21	Welding Supplies		52.08		STREET	1000 430200	220	101000
47836		65 T & E		1,260.72					
	0449541 02/12/21	Element-filt		78.11		STREET	1000 430200	361	101000
	0449767 02/26/21	Edge (4)		636.88		STREET	1000 430200	369	101000
	0449833 03/02/21	Thermo,gasket,pump,sealring		545.73		STREET	1000 430200	369	101000
47837		474 Three Bears Lodge, Inc.		124.08					
	03/02/21	Room for Joel		124.08*		STREET	1000 430200	370	101000
47838		2099 Quick Print of West Yellowstone		5.00					
	14885 02/24/21	box for samples		5.00		SEWER	5310 430600	357	101000

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Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
47839		3261 Targhee Services		487.95					
	02/23/21	'14 Ford Interceptor PD Repair		487.95		STREET	1000 430200	369	101000
47840		3303 Juan Trujillo		2,640.00					
	12/12/19	Criminal Investigation Reimbur		860.00		ADMIN	1000 410210	380	101000
	12/12/19	Constitutional Law Reimburse		860.00		ADMIN	1000 410210	380	101000
	04/16/20	Ethics in Criminal Justice rei		920.00		ADMIN	1000 410210	380	101000
47841		29 Terrell's Office Machines Inc		4,339.96					
	409714 03/04/21	Soc Ser-Toner		92.00		SOCSE	1000 450135	321	101000
	409579 03/03/21	Distpach-Toner		490.00*		DSPTCH	1000 420160	220	101000
	409890 03/08/21	Color Copier repair Dispatch		3,757.96*		DSPTCH	1000 420160	398	101000
47842		533 Market Place		13.48					
	02/07/21	Coffee supplies		13.48*		DSPTCH	1000 420160	220	101000
47843		3243 Susan Swimley		157.25					
	10985 03/05/21	Land use issues		157.25		LEGAL	1000 411100	352	101000
47844		2 Forsgren Associates P.A.		264,281.00					
	121010 01/25/21	Wastewater Treatment facility		132,140.50		SEWER	5320 430640	951	101001
	121053 02/25/20	Wastewater Treatment facility		132,140.50		SEWER	5320 430640	951	101001
47845		2 Forsgren Associates P.A.		6,825.00					
	121054 02/25/21	Task 4-Rails to Trails		1,485.00		PARKS	4000 460430	930	101000
	121054 02/25/21	Task 5 - SFE Calculator		3,620.00		SEWER	5310 430600	354	101000
	121054 02/25/21	Task 6-Connection fee Analysis		1,720.00		SEWER	5310 430600	354	101000
47846		3304 Survival Armor		1,612.16					
	0106943 12/30/20	Paladin Male Pad (2)		1,612.16		POLICE	1000 420100	226	101000
47847		3271 Montana Law Enforcement		250.00					
	20317 01/06/21	PSC Basics #85 -Erwin		250.00		DSPTCH	1000 420160	380	101000
47848		999999 JUAN A. STALLWORTH		200.00					
	03/09/21	Exonerated Bond Stallworth		200.00		COURT	7469 212401		101000
47849		2268 Myslik, Inc.		972.98					
	031021 03/10/21	Parts for Snow Blower		972.98		STREET	1000 430200	369	101000

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Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
47850		2116 DEQ/WWO		2,250.00					
	5L2101394	03/02/21 MTX-Outfall charge		2,250.00		SEWER	5310 430640	357	101000
47851		3256 Fickler Oil Company, Inc.		342.36					
	108780	03/11/21 Summitt SBL 220 (2)		342.36		SEWER	5310 430630	220	101000
47852		3245 4 Corners Recycling LLC		530.15					
	85054	02/28/21 PullFees,ONP Process,PlasticPr		530.15		PARKS	1000 460430	534	101000
		# of Claims	51	Total:	479,651.55				
		Total Electronic Claims		3,649.21	Total Non-Electronic Claims		476002.34		



WEST YELLOWSTONE TOWN COUNCIL  
**Town Council Meeting**  
**March 2, 2021**

COUNCIL MEMBERS PRESENT: Jerry Johnson, Brad Schmier, Travis Watt, Greg Forsythe and Jeff Mathews

OTHERS PRESENT: Town Manager Daniel Sabolsky, Finance Director Lanie Gospodarek,, Water & Waste Water Superintendent Greg Johnson, Dave Noel and Kevin Harris of Forsgren Associates, Inc., Fire Chief Shane Grube

Brenda Martin, Pilar Collins, Rob Yeakey, Jan Neish-Island Park News, James Patterson, Ellen Butler, Denice Sabolsky, Juan Trujillo, Beth Serniak, Bob Hayes, Ben Westphal/Kaitlin Johnson, Garrett Osler, Jason Brey, Brandi Holland, Karin Mathews, Marc McKee, Shane Roos, Randy Wakefield, Richard & Teri Gibson

The meeting is called to order by Mayor Jerry Johnson 5:30 PM in the Town Hall, 440 Yellowstone Avenue, West Yellowstone, Montana.

Due to the impacts of COVID-19, the meeting is being broadcast over the internet using a program called Zoom. The meeting is being recorded.

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**

Sandi Pepler of Wild West Real Estate addresses the Council on behalf of the Herman Family. Pepler explains that she has two pieces of property listed by the Herman Family and claims that there should be sewer connections assigned for RV sites at both locations that are not reflected on the billing or the records of the Town. Pepler delivers a long explanation and emphasizes that the RV sites have been there for many years. She requests that the Council put this issue on the agenda for action at a future meeting.

**Council Comments**

Council Member Watt comments that it has been a good winter and the community has been fortunate to have a good season considering all the effects of covid-19. Forsythe compliments the street crew for doing a great job on the streets. Mayor Johnson mentions that he saw Jim Hobbs recently, a long-time resident that has struggled with covid-19 and cancer. Bill Howell has been moved from Salt Lake to Idaho Falls and is getting close to coming home.

**WORK SESSION**

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Mayor Johnson calls the meeting to order. Dave Noel, Town Engineer from Forsgren Associates, Inc. is present at the work session to present an engineering projects update. Noel reports that design of the new wastewater treatment facility is underway, using the Aero-Mod plan. He explains that they have been working with Aero-Mod to design a building to fit over the treatment equipment, maximize the space and contain the cost. He is meeting weekly with representatives of the Town to discuss the project. The Council asks multiple questions about the design and who is responsible for guaranteeing that the facility produces what was promised. Noel says they are shooting for completion of the design by the end of August. Construction is anticipated in 2022. Forsythe says he is seeing price increases in every aspect of building materials. He asks Noel what he anticipates the cost increase will be. Noel says there have been significant escalations in the past two years in construction materials and labor costs. Noel explains that they anticipate submitting the design to Montana DEQ in August for review. They expect that will take six months and anticipate bidding the project and construction will begin during the spring/summer of 2022. Completion is expected in 2023. Forsythe asks about reaching an agreement with Montana Aeronautics about where the plant will be on airport property or elsewhere. Sabolsky says they do have other options of locations they could build the plant such as the 80 acres or Forest Service land. Noel says they would have to adjust the design some if they end up placing it somewhere else, but it would not be too difficult. He also points out that they do have other infrastructure in place on the airport property which would have to be moved or replaced if they selected an alternate location for the plant.

Noel reports that he has put together a draft of a new single family equivalency schedule. He says the new schedule aims to be more precise when determining the impact a building will have on the system. They are also working on a connection fee analysis. He says they still need to calculate the value of the sewer lines and manholes in the Town in order to finish up that calculation. He says he has been working on the Town's portion of the Rails to Trails project. He hasn't done any work on the casting pond project for a couple months, waiting for the construction to commence. He also reports on the Union Pacific Dining Lodge project. He says that the contractor is a real craftsman and doing a great job, but there have been major surprises including sagging beams, lack of foundations, and water damage. He says they have only submitted one change order so far to replace a rotted beam, but more may be coming. He says that they have previously discussed putting flags out for pedestrian crossings. They discussed putting flags out on a couple intersections this spring to test it out. Schmier asks about the ADA corners on the sidewalks. Noel says he measured the corners that are completed and did determine that some of the ramps are out of compliance. He says that he has not been directed to do any engineering to correct the ones that are out of compliance. He says that the project is about 50% complete throughout town, but there are both degree and directional issues with the ramps that have already been built. The group briefly discusses the available capacity in the utility systems. Noel says they are more limited at this time by water supply, but closely followed by sewer. He says they have room for a "few" more connections but that is all. There is brief discussion of how Forsgren produces invoices and billing procedures.

The next topic of discussion is a budget update for FY 2021. Finance Director Lanie Gospodarek presents a revenue comparison as of 1/31/21. She explains that for FY 2021, General Fund revenue is up substantially due to reimbursements from the State and Federal Government through the CARES Act. She points out that resort tax collections are down somewhat, but not nearly as much as was anticipated. She points out that they have collected just over \$1 million from the new 1% tax. They have also received additional funding this year from the BaRSAA from the State of Montana. Gospodarek explains that there are also loan proceeds showing in the sewer capital fund to pay for engineering. Sabolsky explains that it's important to note that they are meeting their budget estimations right now, but there is not a lot of extra money this year. Gospodarek points out that resort tax collections are clearly up more than was anticipated and good months are still to come. Collections for all funds including TBID are up more than was estimated. Total expenditures are only 32% of what was budgeted.

#### **ACTION TAKEN**

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- 1) Motion carried to approve the claims, which total \$65,284.28. (Forsythe, Mathews)
- 2) Motion carried to approve the new business license application for Forest View Lodging made by Jeff Heaney for one nightly rental. (Watt, Forsythe)
- 3) Motion carried to approve the new business license application for Forest View Lodging to operate one monthly RV site at 222 Parkway D. (Forsythe, Watt)
- 4) Motion carried to approve the Consent Agenda, which includes the minutes of the February 16, 2021 Town Council Meeting. (Watt, Schmier)
- 5) Motion carried to table the request until the next meeting in order to allow the Chamber to provide input. (Forsythe, Watt)
- 6) Motion to end the contract between the Town of West Yellowstone and Daniel Sabolsky as the Town Manager effective immediately. (Watt, Mathews) Schmier and Forsythe are opposed, motion passes.

## **DISCUSSION**

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- 1) Schmier asks for clarification about the claim to Johnson's Trucking and Excavation for building inspection fees. Sabolsky explains they have contracted with a licensed building inspector from Idaho to perform residential inspections on behalf of the Town. His name is Jordan Johnson and his business name is Johnson's Trucking and Excavation.
  
- 5) The Council discusses a request from the West Yellowstone Ski Education Foundation for water and sewer service to a new building they intend to construct on the Rendezvous Trailhead Building. He says that they intend to extend the lines from the existing trailhead building to the new storage building. Sabolsky explains that the Town's ordinance requires special permission from the Town for a structure outside the city limits. Sabolsky says that connecting the second building would be equivalent to a single connection. The Council expresses concerns about allowing the connection and then not being able to allow someone to build a house. Sabolsky says that he just needs the Council to authorize the connection outside the Town limits, he will make sure all the rules are followed.
  
- 6) Schmier states that he feels this decision is a big mistake.
  
- A) **Town Manager and Staff Reports:** Sabolsky reports that he has completed all of his evaluations for staff save two employees. He reports on progress planning for the Rails to Trails project connecting to the trail system in Town. He says they may consider using CDBG funding to pay for part of this project. They are working on trail signage, too. He says that he reviewed the capital budget with Dave and Kevin from Forsgren and calculated that everything in that budget will come to a total of \$40 million. He says the 1% will not generate that much money, so they need to think about financing. He says they are trying to schedule a meeting with representatives from the Montana Department of Aeronautics to discuss the property lease. The Council discusses whether negotiating a new lease for the sewer lagoon property is still in process or if that opportunity has passed. Sabolsky says that they have kept the doors to the Town Hall closed since they had a rash of employees out sick with Covid-19 in November and December. He says that in the near future, they will unlock the north and south doors but close the doors to the individual offices and use the windows. Grube says they are down to just 4 active cases in Town and vaccinations are ramping up. He shares statistics to outline the age and special groups they have been authorized to vaccinate. They are currently able to vaccinate anyone over the age of 60. Sabolsky also reports on a meeting he attended recently regarding affordable housing for full-time residents.

Town Manager Evaluation, mayor makes the finding to adjourn the meeting into executive session. (8:15 PM – 10:15 PM)

## **CORRESPONDENCE**

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Dated March 1, 2021, Pierre Martineau writes on behalf of the Yellowstone Senior Social Center to thank everyone that assisted with the recent vaccine clinic for COVID-19. Johnson also mentions correspondence from Sandi Pepler and a young man that requested a pin or patch from West Yellowstone.

The meeting is adjourned. (10:20 PM)

ATTEST:

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Mayor

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Town Clerk

WEST YELLOWSTONE TOWN COUNCIL  
**Town Council Meeting**  
**March 9, 2021**

COUNCIL MEMBERS PRESENT: Jerry Johnson, Brad Schmier, Travis Watt and Jeff Mathews

OTHERS PRESENT: Finance Director Lanie Gospodarek, Water & Waste Water Superintendent Greg Johnson, Town Attorney Jane Mersen

Bob Patzke, Amber Smith, Kaitlin Johnson, Ben Westphal, Chad Horst, Denice Sabolsky, Ellen Butler, Greg Johnson, Greg Forsythe, Vely Vazquez, Jan Neish, Jason Howell, Juan Trujillo, Julie Tesore, Kim Howell, Chad Horst, Lewis Robinson, Pierre Martineau, Pilar Collins, Rob Yeakey, Teri Gibson, Debbi Paisley, Martin Grube,

The meeting is called to order by Mayor Jerry Johnson 6:00 PM in the Town Hall, 440 Yellowstone Avenue, West Yellowstone, Montana.

Due to the impacts of COVID-19, the meeting is being broadcast over the internet using a program called Zoom. The meeting is being recorded.

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 comment is received.

**Council Comments**

No council comments are received.

The Council discusses the process to follow to appoint a member of the community to the vacant seat on the Town Council. The vacancy announcement has been released and the deadline for applications is this Friday, March 12, 2021. The Council agrees to conduct interviews prior to the Council Meeting on March 16, 2021.

The Council discusses the proposal from Prothman to conduct a recruitment for a new Town Manager. Prothman is the same company the Town used in 2015 to recruit a new Town Manager. The recruitment will cost \$18,500 plus expenses. The Council discusses how the process went last time. The proposed timeline from Prothman is ambitious, but the Council agrees that is desirable. They also discuss what qualities they believe are most important for a manager to have. The Council discusses how to approach the process and agrees to put the Prothman proposal on the agenda next Tuesday, March 16, 2021.

The Council discusses whether to hire an interim Town Council Manager. Johnson says he believes it is a good idea, but he is more than willing to come in a couple hours a day to help out. The Council discusses whether an interim Town Manager is the best fit for the Town to move forward. They question whether an interim manager would have all the authority of a full-time Town Manager. The group discusses the fact that they have multiple positions to fill on staff. They consider creating a new temporary position to fill that role.

The Council discusses the current staffing plan. By the end of the week, they will be short two police officers and haven't hired a Chief of Police yet. They are also going to short two full-time dispatchers and a part-time dispatcher. They recently received a resignation in Public Services, so they are seeking three equipment operators. Water and Wastewater Superintendent Greg Johnson has also submitted his resignation and the water & sewer operator position is also vacant. They agree that filling the vacant positions is definitely a priority.

Mayor Johnson mentions that he received an email from Kaitlin Johnson on behalf of the Yellowstone Historic Center. The Board for the YHC has some concerns about the casting pond project and locating it in a preservation easement. The briefly discuss the grants that have been awarded for the Yellowstone Shortline Trail and the groomer building for WYSEF. Mayor Johnson specifically thanks Anthony Keaney and Sabrah Kearney for their service to West Yellowstone and wishes them well as they move to St. George, UT.



March 9, 2021  
Town Council Work Session  
Minutes, Page 2 of 3

The meeting is adjourned. (7:30 PM)

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Mayor

ATTEST:

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Town Clerk

emailed to DN  
2-22-21 ER



## Application for Water & Sewer Capacity

Town of West Yellowstone 440 Yellowstone Avenue PO Box 1570 West Yellowstone, MT 59758	406-646-7795	<b>Administrative Use Only</b> Date: <u>2/21/22</u> Accepted by: <u>ER</u> Fee: \$ <u>60<sup>00</sup></u> Cash/Check#: <u>2896</u>
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Submit this application and all required information to the Town's Administration Office.

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: WEST YELLOWSTONE SKI EDUCATION FOUNDATION  
 Mailing Address: P.O. Box 956  
 City/State/Zip: WEST YELLOWSTONE, MT 59758 Phone: 406.539.6068  
 Email: hannibal8630@gmail.com

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

Name: ROBERT HAYES DREW BARNEY  
 Mailing Address: P.O. Box 2232 P.O. Box 164 WEST YELLOWSTONE, MT 59758  
 City/State/Zip: WEST YELLOWSTONE, MT 59758 Phone: 406-539-6068 406-640-1367  
 Email: hannibal8630@gmail.com drewbarney@gmail.com

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

Street Address: MONTANA DRIVE Subdivision: LOCATED ON FOREST SERVICE LAND  
 Block: \_\_\_\_\_ Lot: \_\_\_\_\_ Lot Size and Dimensions: \_\_\_\_\_ Acres or Square Feet (circle)  
S34, T13, R05E

4. **USE AND OCCUPANCY:**

What is the use of the building or property? (list all) GARAGE SPACE FOR GROOMING EQUIPMENT  
 Is this building or property mixed use? YES NO LOCKER ROOM, WAX ROOM, WARM-UP AREA FOR SKI TEAM. RESTROOM FOR GROOMER AND SKI TEAM.  
 If more than one use, please describe: \_\_\_\_\_

What is the occupant load? 0 Number of buildings (Dwelling Units): 1

Describe bathrooms, including number of toilets and sinks; also indicate number of clothes washers:

2 TOILETS, 2 WASH BASINS, NO CLOTHES WASHERS, NO DISHWASHERS.  
1-2 HOSE BIBS IN GARAGE SPACE.









# Town of West Yellowstone

Water & Wastewater Department  
PO Box 1570, 440 Yellowstone Avenue  
West Yellowstone, MT 59758

(406) 640-1462 or [gjohnson@townofwestyellowstone.com](mailto:gjohnson@townofwestyellowstone.com)

## Plumbing Connection Permit Application

DATE: 1/20/21 PERMIT NO. \_\_\_\_\_

APPLICANT Robert Hayes

BUSINESS NAME: West Yellowstone Ski Education Foundation

MAILING ADDRESS P.O. Box 956 West Yellowstone, MT 59758

PHONE: (406) 539-6068 EMAIL: hannibal8630@gmail.com

PROJECT LOCATION ADDRESS: Montana Drive, West Yellowstone, please see attached map

BLOCK: S34, T13 S, R05 E, USFS land LOT: \_\_\_\_\_ SINGLE FAMILY EQUIVALENCIES (SFEs): \_\_\_\_\_

MASTER PLUMBER: TBD LICENSE#: \_\_\_\_\_

EXCAVATION CONTRACTOR (if applicable): TBD

DESCRIPTION OF PROJECT: Groomer Barn and WYSEF office / ski team room:

Garage for grooming Cat, snowmobile, and grooming implements, work bench. Ski & event storage, and wax room.

Project plumbing: 1 eye wash station, 2 hose bibs, two bathrooms (each with 1 sink and 1 toilet), floor drains.

FEE: \$ \_\_\_\_\_ PAID DATE: \_\_\_\_\_ PAYMENT METHOD: \_\_\_\_\_

PROJECT APPROVED \_\_\_\_\_ DATE: \_\_\_\_\_

PROJECT INSPECTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

All work completed under this permit shall be in accordance with Montana State Plumbing Codes, International Building Code, and applicable State statues. Including but not limited to the Montana Underground Locate Law. The permittee accepts full responsibility for compliance.

SIGNATURE OF APPLICANT: 

Please refer to additional information on the reverse of this application.



The water superintendent and the town representative assigned to read the water meters shall have the right to enter upon any premises connected with the public water system at all reasonable hours to determine that there is compliance with the provisions of this chapter. If conflict is noted, the owner of the premises or his agent shall be directed to alter, repair or reconstruct said water facilities to conform to the requirements of this chapter within fifteen days. (Ord. 138 §16, 1989)

#### **13.04.180 Extension of water mains.**

A. The water superintendent shall be authorized to construct, or cause to be constructed, extensions to the water system if one of the following conditions exist:

1. The annual anticipated revenue made available to the town from the customers to be immediately served by such extension is not less than one-tenth of the actual cost to the town for the construction of said extension;
2. The water superintendent declares that the water main extension is needed for the overall benefit and improvement of the entire water distribution system;
3. The town approves a contract for the construction of the extension with a party or parties desiring water service; provided, however, that subdividers or developers within or adjacent to the town shall construct at their own expense all water mains within their subdivisions or developments except that the town will be responsible for those water line costs set forth in Section 13.04.560. (Ord. 138 §17, 1989)

#### **13.04.190 Extension of water mains in contiguous areas.**

In areas contiguous to the town that may be annexed to the town, the town may require such areas to be annexed before water service is provided. Prior to annexation the town shall require the execution and approval of an annexation agreement which shall detail the conditions for water service. (Ord. 138 §18, 1989)

#### **13.04.200 Extension of water lines in outside areas.**

Water lines shall not, without the town's approval, be extended outside the corporate limits of the town; however, when in the opinion of the water superintendent, there will be special benefit and improvement to the town by reason of an extension outside the town, special arrangements may be made with the town to allow the extension; provided, however, that the areas to be serviced outside of the town shall not benefit to a greater extent than like areas provided with water service within the town, and provided, further, that no such arrangement shall be made unless adequate water line capacity and sewage treatment capacity is available for such outside-the-town water service. (Ord. 138 §19, 1989)

#### **13.04.210 Water service outside of town.**

The water superintendent shall not provide water service to any consumer whose residence or place of business is outside of the limits of the town until an outside-the-town water service contract has been executed between the consumer and the town. (Ord. 138 §20, 1989)

#### **13.04.220 System of charges.**

All systems of charges and fees to users, within and without the town, shall assure that each recipient of water services will pay its proportionate share of the costs of operation and maintenance (including equipment replacement) of any water supply and distribution services provided by the town. (Ord. 138 §21, 1989)

#### **13.04.225 Bulk water sales.**





YELLOWSTONE AVE

S GEYSERS ST

OBSIDIAN AVE

MONTANA DR

420

440

1011

1011

Westmart

10

1011

Trailhead Building

518

1011

1011

1012

1011

500

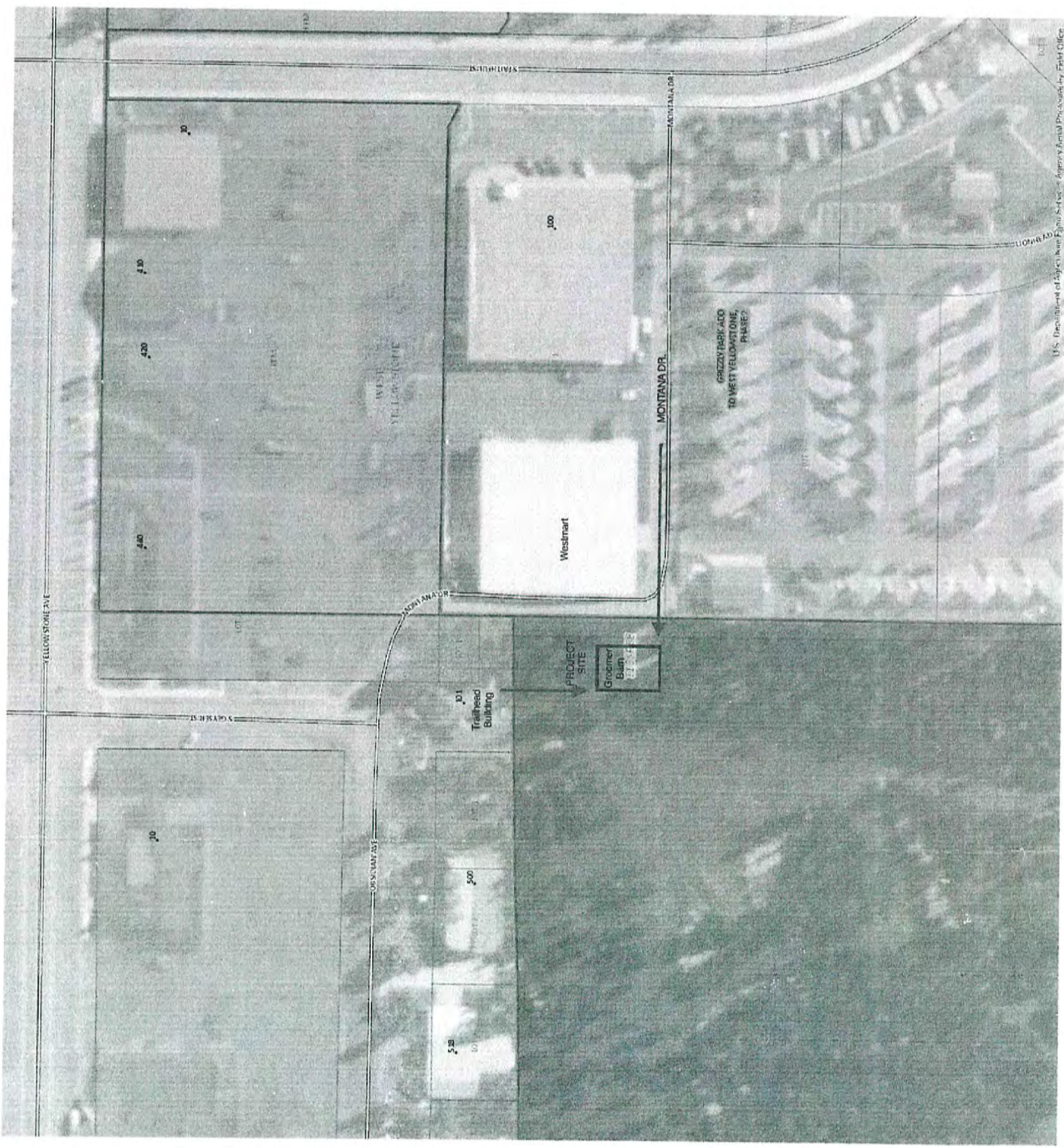
PROJECT SITE

Groomer Barn

1011

WEST  
YELLOWSTONE





YELLOWSTONE AVE

3 GREEN ST

ORISKANY AVE

MONTANA DR

BURNINGWATER

MONTANA DR

YELLOWSTONE

100

410

200

440

500

500

101

100

100

WEST  
YELLOWSTONE

Westmart

GREZZY PARK ADD  
TO WEST YELLOWSTONE,  
PHASE 2

PROJECT  
SITE

Greener  
Building

Treadhead  
Building

# Health Care Services Advisory Board

NAME	DATE APPOINTED	TERM EXPIRES
Kyle Goltz PO Box 1167 West Yellowstone, MT 59758 646-4444 <a href="mailto:kgoltz@hotmail.com">kgoltz@hotmail.com</a>	7/21/15 4/16/19	7/21/18 4/16/22
Council Member Brad Schmier PO Box 1029 West Yellowstone, MT 59758 640-1241 (C) <a href="mailto:bschmier@townofwestyellowstone.com">bschmier@townofwestyellowstone.com</a>	1/2/18	Concurrent w/ TC term
Jennifer Jordan PO Box 1577 West Yellowstone, MT 59758 646-7068 (W) 303-908-4196 (C) <a href="mailto:jenny@lonepeakpt.com">jenny@lonepeakpt.com</a>	8/4/15 4/16/19	8/4/18 4/16/22
Kenny Jones PO Box 1612 West Yellowstone, MT 59758 (307) 690-9562 <a href="mailto:kjones@kennyjonesphoto.com">kjones@kennyjonesphoto.com</a>	2/16/21	2/16/24
<del>Trish Barnes PO Box 1503, 320 Boundary Street West Yellowstone, MT 59758 (206) 794 3901 <a href="mailto:cabinwoman55@gmail.com">cabinwoman55@gmail.com</a></del>	<del>1/16/18</del>	<del>1/16/21</del>

Revised 2/2021 - er



Received ER  
3-11-21



APPLICATION FOR BOARDS AND COMMITTEES

Name Greg Forsythe Date 3-11-21

Address 520<sup>th</sup> Grayling P.O. Box 614

City WEST YELLOWSTONE State MT Zip 59758

Phone (Home): 406-640-1555 (Work): 406-646-9578 (Cell/Other): \_\_\_\_\_

E-Mail Address: GFORSYTHE2@WYELLOWSTONE.COM

Are you a resident of West Yellowstone? YES Length of residency in West Yellowstone: 41 yrs.

Board or Committee you are applying for: HEALTH ADVISORY BOARD

Occupation: SELF

Employer: WESTMART Building Center

Have you previously served on a County or City board? ✓ A COUPLE

If so, which board, and for how long? POLICE COMMISSION - 5 YEARS; GALLATIN COUNTY

Past Memberships and Associations: WEST YELLOWSTONE RECREATION BOARD 5 years JUDICIAL BOARD 1 year

Current Memberships and Associations: NONE

List any relevant qualifications and/or related experience? Attach any additional information or a resumé, if you prefer: HAVE SOME EXPERIENCE OF RFP FOR W. YELLOWSTONE  
SERVE ON THE BOARD OF WEST YELLOWSTONE Medical Center

What are your primary objectives for serving on this board? HEALTH SERVICES FOR  
WEST YELLOWSTONE - THEY ARE KIND OF RUNNING  
BEHIND TIMED

References (Individual or Organization):  
Kyle Goetz Phone: \_\_\_\_\_  
SHANE GRUBB Phone: \_\_\_\_\_  
JENN COSTELLO Phone: \_\_\_\_\_

Signature: Greg W. Forsythe Date: 3-11-21

Please return this application to the Town Offices at 440 Yellowstone Avenue, PO Box 1570, West Yellowstone, MT, 59758, or by email to: info@townofwestyellowstone.com. Thank you in advance for your interest.

# Parks & Recreation Advisory Board

BOARD MEMBER	APPOINTED	EXPIRES	E-MAIL ADDRESS
Brandi Brown	10/9/18	10/8/21	<a href="mailto:bns174@msn.com">bns174@msn.com</a>
Lindsey Charlton	10/9/18	10/8/21	<a href="mailto:charlton5126@gmail.com">charlton5126@gmail.com</a>
Neil Courtis	10/9/18	10/8/22	<a href="mailto:treadandcast@gmail.com">treadandcast@gmail.com</a>
Rachel Spence	10/9/18	10/8/22	<a href="mailto:rachelaspence@hotmail.com">rachelaspence@hotmail.com</a>
Amy Freed	10/9/18	10/8/22	<a href="mailto:amy.freed15@gmail.com">amy.freed15@gmail.com</a>
<del>Sabrah Van Leeuwen</del>	<del>6/4/19</del>	<del>6/3/23</del>	<del><a href="mailto:sabeylynn@hotmail.com">sabeylynn@hotmail.com</a></del>
Jennifer Jordan	4/16/19	4/15/23	<a href="mailto:parksidept@outlook.com">parksidept@outlook.com</a>
Liz Watt	1/21/20	1/20/24	<a href="mailto:mtrealtor@wyellowstone.com">mtrealtor@wyellowstone.com</a>

Greg Forsythe, Town Council - concurrent w/ TC term [gforsythe@townofwestyellowstone.com](mailto:gforsythe@townofwestyellowstone.com)

**Staff Support** – concurrent w/ employment

Vely Vazquez, Recreation Coordinator [ivazquez@townofwestyellowstone.com](mailto:ivazquez@townofwestyellowstone.com)

*Reorganized by the Town Council 2/1/11 via Resolution No. 591, 4-year terms.  
Reorganized again 9/18/18, Resolution No. 719, 4 new positions added.*

Updated 1/22/20 er

03/07/2021

Sabrah Kearney

310 Nez Perce Avenue.

West Yellowstone, MT. 59758

Jerry Johnson

Mayor

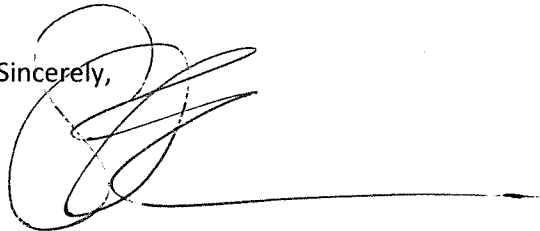
West Yellowstone, MT. 59758

Jerry Johnson,

Please accept this letter as formal notice of my resignation from my position as Park and Recreation Board Member, effective immediately.

I'm grateful for having had the opportunity to serve on the board for the past year, and I offer my best wishes for its success.

Sincerely,

A handwritten signature in black ink, appearing to be 'Sabrah Kearney', with a long horizontal line extending to the right.

Sabrah Kearney

Updated 3-10-21 ER



APPLICATION FOR BOARDS AND COMMITTEES

Name Jessica Picone Date 11/20/20

Address 517 Cascade Ave (PO Box 111)

City West Yellowstone State MT Zip 59758

Phone (Home): 808-769-0184 (Work): (406) 646-7617 (Cell/Other):

E-Mail Address: jessapicone@gmail.com

Are you a resident of West Yellowstone? YES Length of residency in West Yellowstone: 8 mo

Board or Committee you are applying for: Rec Advisory Board

Occupation: Art Teacher

Employer: West Yellowstone School District

Have you previously served on a County or City board? NO

If so, which board, and for how long?

Past Memberships and Associations: Boy Scouts of America; membership chair/

Civil Air Patrol; senior member / Program Coordinator; India Missions NH church

Current Memberships and Associations: Dutreach and Relationship Team; WY school

committee.

List any relevant qualifications and/or related experience? Attach any additional information or a resumé, if you prefer: Founder and Former President of Registered Independent

Organization at University of Hawaii / Former: youth leader, volunteer

for Pecha Kucha Arts Events and June Bug Art Festival / Success in grant writing.

What are your primary objectives for serving on this board? To serve our community

by offering any skills, talents, or ideas that can help

the board meet its goals and vision for the community.

References (Individual or Organization):

Robert Orsini (supervisor) Phone: 406-646-7617

Aftin Martens (personal) Phone: 808-778-2756

Alex Michele (former pastor) Phone: 808-352-7008

Signature: [Signature] Date: 11/20/20

Please return this application to the Town Offices at 440 Yellowstone Avenue, PO Box 1570, West Yellowstone, MT, 59758, or by email to: info@townofwestyellowstone.com. Thank you in advance for your interest.

*original*

**BASE CONTRACT**

**for**

**ENGINEERING SERVICES**

**March 19, 2019**

**Town of West Yellowstone, Montana**

**AND**

**FORSGREN ASSOCIATES, INC.**

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**TOWN OF WEST YELLOWSTONE, MONTANA  
AND  
FORSGREN ASSOCIATES, INC.**

**BASE CONTRACT  
FOR  
ENGINEERING SERVICES**

This contract dated the 19th day of March, 2019, is entered into by and between The Town of West Yellowstone, Montana (OWNER) and Forsgren Associates, Inc. (ENGINEER).

RECITAL

A. OWNER and ENGINEER desire to identify certain services to be performed by ENGINEER from time to time pursuant to the terms of this Contract and to reach certain understandings with respect to such services.

AGREEMENT

It is therefore agreed as follows:

**SECTION 1. DESCRIPTION OF WORK.** This agreement is intended for engineering services requested by the OWNER from the ENGINEER. The ENGINEER agrees to perform condition assessments, needs assessments, feasibility studies, design services, construction management, technical studies, engineering services, and other services as may be mutually agreed to from time to time by OWNER and ENGINEER and as more specifically described in Task Orders (the "work"). Task Orders, which, when executed by OWNER and ENGINEER shall be incorporated into this contract as indicated in the Task Orders. Engineer shall, except as provided otherwise in this contract or in any work release, furnish all supervision, labor and materials, and shall obtain all licenses and permits required for performance of the work.

**SECTION 2. TERM OF CONTRACT AND SCHEDULE.** The term of this contract shall be from the effective date of the contract through March 19, 2021. The Contract shall thereafter automatically be extended for additional one year terms provided that neither party terminates the contract. Term of work and schedule of work shall be stipulated in each Work Release.

**SECTION 3. CONSIDERATION AND PAYMENT.**

- 3.1 For satisfactory performance of the work, OWNER will pay ENGINEER consideration determined in accordance with Work Releases executed by the OWNER and the ENGINEER.
- 3.2 Compensation for engineering services shall be made in accordance with one of the three following methods: Compensation will be either 1) a negotiated lump sum, or 2) a cost reimbursement basis from actual time and expenses charged at the hourly rates indicated in the Work Release, or 3) a cost reimbursement basis for direct labor from actual time

charged plus an audited overhead rate plus a negotiated fixed fee representing profit on the work.

The specific method for compensation and associated engineering services to be rendered for such compensation shall be as outlined in each Work Release incorporating this contract.

- 3.3 Work releases will not exceed a total fee of \$100,000 without reconsideration the terms and conditions by the OWNER.
- 3.3 All invoices submitted to OWNER for work performed shall contain references to the date of this contract and the number of the Work release issued for said work. ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request. Payment shall be made as outlined in each Work Release to this contract.
- 3.4 ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices. OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate one and five-tenths percent (1.5%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within forty-five (45) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.
- 3.5 If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

**SECTION 4. NON-EXCLUSIVE RIGHTS.** Nothing in the contract is to be construed as granting to ENGINEER exclusive rights to perform any or all of OWNER's requirements of the type contemplated hereunder.

**SECTION 5. CHANGES.** OWNER may at any time, by written direction, require additional work within the general scope of a work release, or any amendment thereto, direct the omission of or variation in work, or alter the schedule. If such direction results in a material change in the amount or character of the work, an equitable adjustment in the work release price and other such provisions of the work release as may be affected shall be made and the work release shall be modified in writing accordingly. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement or the work release. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any



event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the work release modified accordingly.

**SECTION 6. INDEMNIFICATION.** The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the ENGINEER's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the ENGINEER is legally liable. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively, ENGINEER) against all damages, liabilities or costs including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

**SECTION 7. WORKERS' COMPENSATION.** ENGINEER shall comply with all applicable Workers' Compensation and Employer's Liability Acts in the states having jurisdiction and shall furnish proof thereof satisfactory to OWNER when requested.

**SECTION 8. INSURANCE.** Without limiting any liabilities or any other obligations of ENGINEER, ENGINEER shall, prior to commencing work, secure and continuously carry with insurers the following insurance coverage: Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$750,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$750,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$750,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. In addition ENGINEER shall maintain a general aggregate of \$1,500,000. Upon request, OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for the claims covered by ENGINEER's insurance.

**SECTION 9. PROFESSIONAL RESPONSIBILITY.** The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances with respect to work similar to that contemplated hereunder at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services. In the event of ENGINEER's failure to observe and adhere to this standard, ENGINEER shall, upon notice from OWNER, promptly reperform the work at ENGINEER's sole cost.

**SECTION 10. SUSPENSION OF WORK.** OWNER may, by written notice, direct ENGINEER to suspend performance of any or all of the work for a specified period of time. If such suspension is not occasioned by the fault or negligence of ENGINEER, the notice may be modified to compensate ENGINEER for extra costs incurred due to said suspension, provided that any claim for adjustment is supported by appropriate cost documentation and asserted within twenty (20) calendar days after the date OWNER issues an order for resumption of the work. Upon receipt of such notice, ENGINEER shall a) discontinue work, b) place no further orders or subcontracts, c) suspend all orders and subcontracts, d) protect and maintain the work, and e) otherwise mitigate OWNER's costs and liabilities for those areas of work suspended.

**SECTION 11. TERMINATION FOR CONVENIENCE.** OWNER or ENGINEER may terminate any work release, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

**SECTION 12. EXAMINATION OF WORK.** All work will be subject to examination at any reasonable time or times by OWNER, which shall have the right to reject unsatisfactory work. Neither examination of work nor the lack of same nor acceptance of the work by OWNER nor payment therefor shall relieve ENGINEER from any of its obligations under this contract.

**SECTION 13. PROGRESS.** ENGINEER shall submit periodic progress reports as reasonably requested by OWNER. OWNER, its agents or representatives, may visit ENGINEER's office at any reasonable time to determine status of ongoing activities required by this contract.

**SECTION 14. OWNERSHIP AND REUSE OF DESIGNS AND DRAWINGS.** All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents and associated data for its use, information, and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

**SECTION 15. NONDISCLOSURE.** ENGINEER will not divulge to third parties without the prior consent of OWNER any information obtained from or through OWNER in connection with the performance of this contract. Unless waived by OWNER, ENGINEER shall require its employees and subcontractors of any tier to adhere to these nondisclosure terms.

**SECTION 16. LAWS AND REGULATIONS.** ENGINEER shall at all times comply with all applicable laws, statutes, rules, regulations, and ordinances, including without limitation those governing wages, hours, desegregation, employment discrimination, and safety. In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity, and other employment, statutes and regulations

**SECTION 17. PATENT AND COPYRIGHT.**

17.1 **INDEMNITY.** ENGINEER shall indemnify, defend, and hold harmless the Owner against and from all claims, losses, costs, suits, judgments, damages, and expenses, including attorneys' fees, of any kind of nature whatsoever on account of infringement of any patent, copyrighted work, secret process, trade secret, unpatented invention, section, or otherwise, including claims thereof pertaining to, or arising from ENGINEER's performance under this contract.

17.2 Should ENGINEER's employees, officers, agents, subcontractors of any tier, or anyone of a like nature in the performance of the work or as a result of performing the work, develop any trade secret, prepare any copyrighted material, make any improvement, originate any invention, develop any process or otherwise, such trade secret, copyright, improvement, invention, or process shall be the property of ENGINEER, but ENGINEER shall grant or cause to be granted to OWNER the right and/or license to permanently use, or cause to be used for the benefit of OWNER any such trade secret, copyright, improvement, design, invention, or process in any manner for so long as OWNER desires to use same for OWNER's own internal use.

**SECTION 18. LIMITATION OF LIABILITY.** ENGINEER shall procure and maintain insurance as required and set forth above. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER'S officers, directors, partners, employees, agents, and ENGINEER'S Consultants, and any of them, to OWNER and anyone claiming, by, through, or under OWNER for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of ENGINEER or ENGINEER'S officers, directors, partners, employees, agents, or ENGINEER'S Consultants, or any of them (hereinafter "OWNERS Claims"), shall not exceed the ENGINEER'S insurance actually covering the liability plus the greater of \$25,000 or the total compensation received by ENGINEER hereunder if the liability is covered by the ENGINEER'S insurance. OWNER hereby releases and holds harmless ENGINEER and its employees from any liability above such amounts as set forth herein.

**SECTION 19. OPINIONS OF PROBABLE COST.** Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions,

ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

**SECTION 20. INDEPENDENT CONTRACTOR.** ENGINEER shall perform the work as an independent contractor, and all persons employed by ENGINEER in connection herewith shall be employees of ENGINEER, and not employees of OWNER in any respect.

**SECTION 21. SUCCESSORS AND ASSIGNMENT.** OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

**SECTION 22. RIGHT TO RETAIN SUBCONSULTANTS.** The ENGINEER may use the services of subconsultants when, in the ENGINEER's sole opinion, it is appropriate and customary to do so. Such persons and entities include but are not limited to, surveyors, specialized consultants and testing laboratories. The ENGINEER's use of other consultants for additional services shall not be unreasonably restricted by the OWNER provided the ENGINEER notifies the OWNER in advance.

**SECTION 23. NOTICES.** Any notice by either party to the other hereunder shall be served if delivered in person, to the office of the representative authorized and designated in writing to act for the respective party, or; if deposited in the mail, properly stamped with the required postage and addressed to the office of such representative. Either party may change its representative or address by giving the other party written notice of such change. Unless otherwise notified, notices shall be given as follows:

Daniel Sabolsky, Town Manager  
West Yellowstone, MT  
440 Yellowstone Ave  
P.O. Box 1570  
West Yellowstone, MT 59758

Kevin Harris, P.E.  
Forsgren Associates, Inc.  
350 North 2<sup>nd</sup> East  
Rexburg, Idaho 83440

**SECTION 24. DISPUTES.** Unless otherwise provided in this Contract, all claims, counter-claims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Contract or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

**SECTION 25. ACCOUNTING AND AUDITING.** ENGINEER shall keep accurate and complete records in support of all remuneration paid hereunder in accordance with generally recognized accounting principles and practices. OWNER, or its audit representative, shall have the right at any reasonable time to examine, audit, and reproduce all records pertaining to costs, including but not limited to payrolls, employees' time sheets, invoices, and all other evidence of expenditures for the work. Such records shall be available for one (1) year after completion of the work.

**SECTION 26. NONWAIVER.** The failure of OWNER to insist upon or enforce strict performance by ENGINEER of any of the terms of this contract or to exercise any rights herein

shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

**SECTION 27. SEVERABILITY.** Any provisions of this contract prohibited, or rendered unenforceable by local, state, or federal law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this contract.

**SECTION 28. EMPLOYMENT FEES.** In the event the OWNER hires directly any employee of the ENGINEER within one year after final payment on this contract, the OWNER agrees to reimburse ENGINEER a monetary amount equal to six months wages for the employee so hired by OWNER as an employment fee. The employment fee shall be calculated as six times the gross monthly full time wages as paid by the ENGINEER prior to the hiring.

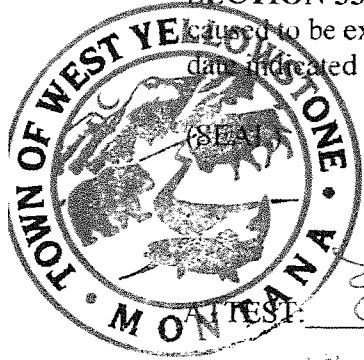
**SECTION 29. HAZARDOUS MATERIALS.** OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

**SECTION 30. GOVERNING LAW.** This contract shall be interpreted in accordance with the substantive and procedural laws of the State of Montana.

**SECTION 31. ENTIRE AGREEMENT.** This contract and any referenced attachment constitute the complete agreement between the parties.

**SECTION 32. EXECUTION AND EFFECTIVE DATE.** This contract has been executed by duly authorized representatives of the parties and shall be effective as of the date first written.

SECTION 33. APPROVALS. IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this contract in duplicate on the respective dates indicated below:



(SEAL)  
ATTEST: E. Roos  
Name: Elizabeth Roos  
Title: Town Clerk

(SEAL)

ATTEST: Eva Wright  
Name: EVA WRIGHT  
Title: Office Manager

OWNER

Town of West Yellowstone, Montana

By: DAM

Title: Town Manager

Date: 3/21/19

ENGINEER

FORSGREN ASSOCIATES, INC.

By: Kevin Harris  
Kevin Harris, P.E.

Title: Division Manager

Date: 3/25/2019



March 10, 2021

Mr. Jerry Johnson  
Mayor  
Town of West Yellowstone  
PO Box 1570  
440 Yellowstone Avenue  
West Yellowstone, MT 59758

Dear Mayor Johnson:

We thank the Town of West Yellowstone for its confidence in Prothman to assist in providing services for the recruitment of its new Town Manager. The following represents a scope of work for these services and the associated professional fee and expenses.

## **Scope of Work**

### **1. Develop a Tailored Recruitment Strategy**

#### **Project Review**

The first step will be to:

- ◆ Review the scope of work and project schedule

#### **Information Gathering and Research**

**We will travel to West Yellowstone or meet via phone or Zoom and spend as much time as it takes to learn everything we can about your organization.** Our goal is to thoroughly understand the values and culture of your organization, as well as the preferred qualifications you desire in your next Town Manager. We will:

- ◆ Meet with Town Council
- ◆ Meet with Staff, as directed
- ◆ Meet with community and other stakeholders, as directed
- ◆ Review all documents related to the position

#### **Position Profile Development**

We will develop a profile of your ideal candidate. Profiles include the following:

- ◆ **A description of the ideal candidate's qualifications**
  - Years of related experience, education required and ideal personality traits
- ◆ **Organization-specific information**
  - Description of the organization, position, and key responsibilities
  - Priorities and challenges facing the organization
- ◆ **Community-specific information**
- ◆ **Compensation package details**
- ◆ **Information on how to apply**



## 2. Identify, Target, and Recruit Viable Candidates

### **Outreach and Advertising Strategy**

We recognize that often the best candidates are not actively looking for a new position--*this is the person we want to reach and recruit*. **We have an aggressive recruitment strategy which involves the following:**

- ◆ **Print and Internet-based Ads** placed nationally and locally in professional publications, journals, and related websites.
- ◆ **Targeted Direct Mail Recruitment Brochures** sent directly to city/county management professionals who are not actively searching for a new position.
- ◆ **Focused Candidate Outreach** via thousands of personal emails from our extensive database of city/county management professionals, as well as personal networking and outreach.
- ◆ **Posting the Position Profile on Prothman's Facebook and LinkedIn pages and on the Prothman website**, which receives over five thousand visits per month from potential candidates.

## 3. Conduct Preliminary Screening

### **Candidate Screening**

Once the application deadline has passed, we will conduct an extensive candidate review designed to gather detailed information on the leading candidates. The screening process has 3 key steps:

- 1) **Application Review:** Using the Position Profile as our guide, we will screen the candidates for qualifications based on the resumes, applications, and supplemental question responses (to determine a candidate's writing skills, analytical abilities and communication style). After the initial screening, we take the yes's and maybe's and complete a second screening where we take a much deeper look into the training, work history and qualifications of each candidate.
- 2) **Internet Publication Background Search:** We conduct an internet publication search on all semifinalist candidates prior to their interviews. If we find anything out of the ordinary, we discuss this during the initial interview and bring this information to you.
- 3) **Personal Interviews:** We will conduct in-depth videoconference or in-person interviews with the top 8 to 15 candidates. During the interviews, we ask the technical questions to gauge their competency, and just as importantly, we design our interviews to measure the candidate's fit within your organization.

### **Candidate Presentation**

**We will prepare and send to you a detailed summary report and binders** which include each candidate's application materials and the results of the personal interviews and publication search.

**We will travel to West Yellowstone or meet via Zoom** and advise you of the candidates meeting the qualifications, our knowledge of them, and their strengths and weaknesses relative to fit within your organization. We will give you our recommendations and then work with you to identify the top 3 to 6 candidates to invite to the final interviews. We will discuss the planning and design of the final interview process during this meeting.

## **4. Prepare Materials and Process for Final Interviews**

### **Final Interview Process**

The design of the final interviews is an integral component towards making sure that all stakeholders have the opportunity to learn as much as possible about each candidate.

- ◆ **Elements of the design process include:**
  - **Deciding on the Structure of the Interviews**  
We will tailor the interview process to fit your needs. It may involve using various interview panels, community tours and/or a public evening reception.
  - **Deciding on Candidate Travel Expenses**  
We will help you identify which expenses your organization wishes to cover.
  - **Identifying Interview Panel Participants & Panel Facilitators**
- ◆ **Evening Reception**  
You may wish to have a reception the evening before the interviews so that the Council, staff and community members have a chance to meet the finalist candidates in an informal setting. We will facilitate the reception.
- ◆ **Background Checks**  
Background checks include the following:
  - **References**  
We conduct 6-8 reference checks on each candidate. We ask each candidate to provide names of their supervisors, subordinates and peers for the last several years.
  - **Education Verification, Criminal History, Driving Record and Sex Offender Check**  
We contract with Sterling for all background checks.
- ◆ **Candidate Travel Coordination**  
After you have identified the expenses you wish to cover, we work with the candidates to organize the most cost-effective travel arrangements.
- ◆ **Final Interview Binders**  
The Final Interview Binders include the candidates' application materials and are the tool that keeps the final interview process organized. Each panel member will be provided a binder.
- ◆ **Final Interviews with Candidates**  
**We will travel to West Yellowstone and facilitate the interviews.** The interview process usually begins with a morning briefing where schedule and process will be discussed with all those involved in the interviews. Each candidate will then go through a series of one-hour interview sessions, with an hour break for lunch.
- ◆ **Panelists & Decision Makers Debrief:** After the interviews are complete, we will facilitate a debrief with all panel participants where the panel facilitators will report their panel's view of the strengths and weaknesses of each candidate interviewed. The decision makers will also have an opportunity to ask panelists questions.
- ◆ **Candidate Evaluation Session:** After the debrief, we will facilitate the evaluation process, help the decision makers come to consensus, discuss next steps, and organize any additional candidate referencing or research if needed.
- ◆ **Facilitate Employment Agreement:** Once the top candidate has been selected, we will offer any assistance needed in developing a letter of offer and negotiating terms of the employment agreement.

## **FEE, EXPENSES & GUARANTEE**

### **Professional Fee**

**The fee for conducting a Town Manager recruitment with a one-year guarantee is \$18,500.** The professional fee covers all Prothman consultant and staff time required to conduct the recruitment. This includes all correspondence and onsite meetings with the client, writing and placing the recruitment ads, development of the candidate profile, creating and sending invitation letters, reviewing resumes, coordinating and conducting semifinalist interviews, coordinating and attending finalist interviews, coordinating candidate travel, professional reference checks on the finalist candidates and all other search related tasks required to successfully complete the recruitment.

Professional fees are billed in three equal installments throughout the recruitment, at the beginning, halfway, and upon completion of the final interviews.

### **Expenses**

Expenses vary depending on the design and geographical scope of the recruitment. We do not mark up expenses and we work diligently to keep expenses at a minimum and keep records of all expenditures. The Town of West Yellowstone will be responsible for reimbursing expenses Prothman incurs on your behalf. Expenses include:

- Newspaper, trade journal, websites, and other advertising (approx. \$1,500 -1,700)
- Direct mail announcements (approx. \$1,600 - 1,900)
- Interview Binders & printing of materials (approx. \$400 - 600)
- Delivery expenses for Interview Binders (approx. \$175 - 400)
- Consultant travel: Airfare, rental car, travel time at \$65 per hour, lodging (approx. \$900 - 1,300 per trip)
- Background checks performed by Sterling (approx. \$175 per candidate)

### **Other Expenses**

**Candidate travel:** We cannot approximate candidate travel expenses because they vary depending on the number of candidates, how far the candidates travel, length of stay, if spouses are included, etc. If you wish, we will coordinate and forward to your organization the candidates' travel receipts for direct reimbursement to the candidates.

### **Warranty**

**Repeat the Recruitment:** If you follow the major elements of our process and a top candidate is not chosen, we will repeat the recruitment once with no additional professional fee, the only cost to you would be for the expenses.

### **Guarantee**

Prothman will guarantee with a full recruitment that if the selected finalist is terminated or resigns within one year from the employment date, we will conduct one replacement search with no additional professional fee, the only cost to you would be for the expenses.

### **Cancellation**

You have the right to cancel the search at any time. Your only obligation would be the fees and expenses incurred prior to cancellation.

Accepted by:

**TOWN OF WEST YELLOWSTONE**

\_\_\_\_\_ Date

\_\_\_\_\_ Name

\_\_\_\_\_ Title

**PROTHMAN**

*Sonja Prothman* \_\_\_\_\_ 03/10/2021  
Sonja Prothman Date  
Vice President