

Town of West Yellowstone

Tuesday, March 22, 2022

West Yellowstone Town Hall, 440 Yellowstone Avenue

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

Meeting ID: 893 834 1297.

TOWN COUNCIL MEETING

7:00 PM

Pledge of Allegiance

Comment Period

- Public Comment
- Council Comments

Treasurer's & Securities Report

Purchase Orders ∞ #6311 to DIS Technologies, server for Dispatch Center, \$13,025.48

Claims ∞

Business License Applications

- Bare It All Ltd. Co., new license
- Outpost Sweet Treats, change of ownership, resort tax bond waiver

Consent Agenda: **Minutes of the March 1, 2022 Town Council Meeting** ∞

Town Manager & Staff Reports ∞

Advisory Board Reports

Presentation: Yellowstone Shortline Trail Update

UNFINISHED BUSINESS

Professional Agreements with Intrinsic Architecture and Fall Creek Planning

Discussion/Action ∞

NEW BUSINESS

Request for Proposals (RFP), Trail Network Planning & Design Services for Yellowstone Shortline Trail Project corridor within the Town Limits

Discussion/Action ∞

Law Enforcement Memorandum of Understanding, Gallatin County

Discussion/Action ∞

Application to Maintain an Encroachment, Westmart Greenhouse

Discussion/Action ∞

Lease Extension, West Yellowstone Library, 23 N Dunraven

Discussion/Action ∞

Advisory Board Appointments

Discussion/Action ∞

- Planning Board

Correspondence/FYI/Meeting Reminders

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



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

Public Hearing/Public Meeting

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

Oral Communication

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

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

Any member of the public interrupting Town Council proceedings, approaching the dais without permission, otherwise creating a disturbance, or failing to abide by these rules of procedure in addressing Town Council, shall be deemed to have disrupted a public meeting and, at the direction of the presiding officer, shall be removed from the meeting room by Police Department personnel or other agent designated by Town Council or 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. Questions about the agenda may be directed to the Town Clerk at 646-7795.
- Official minutes of Town Council meetings are prepared and kept by the Town Clerk and are reviewed and approved by the Town Council. Copies of approved minutes are available at the Town Clerk's office or on the Town's website: www.townofwestyellowstone.com.

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P.O. BOX 1570

**TOWN OF WEST YELLOWSTONE
MONTANA**

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

info@townofwestyellowstone.com

PURCHASE ORDER

Date March 15, 2022

Ship Via

2850-420150-948

Order No. 006311

Department Police

TO: DIS Technologies

ADDRESS: PO Box 20157

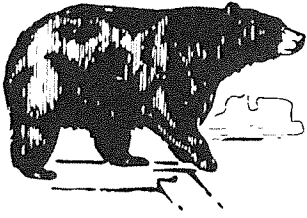
PLEASE FURNISH THE TOWN OF WEST YELLOWSTONE WITH:

Quantity	Description
1	Dell PowerEdge R540 (11,945. ⁰⁰)
	SHI International (1,080.48)

Estimated Cost \$ 13,025.⁴⁸

Authorized By [Signature]
Requested By: [Signature]

VENDOR COPY - White OFFICE COPY - Canary



TOWN OF WEST YELLOWSTONE

MONTANA

naturally inviting!

POLICE DEPARTMENT

Purchase Order # 006311

DIS Technologies

Server Replacement

March 15, 2022

Background

The Police Department purchased a server in 2016, this operates our entire computer network, including the officer's laptops. Last year we had a hard drive failure on our server. We have worked closely with DIS since the initial install of our server, they manage our system and security. We have already discussed any system upgrades planned for the near future and this Server will support them all.

Budget Effect

We received a quote from DIS Technologies in the amount of 13,025.48. We will be taking the funds for this project out of the 9-1-1 Emergency Computer Equipment account 2850-420750-948. The down payment amount of \$3250.00 was paid in November of 2021.

We will plan on replacing this server again in 5 years (the typical lifespan)



West Yellowstone Police Department

P.O. Box 1570 West Yellowstone, Montana 59758 (406) 646-7600 Fax (406) 646-7650

DIS Technologies
 PO Box 20457
 Billings, MT 59104
 (406) 254-1800



Bill To:
West Yellowstone Police Department Attn: Brenda Martin PO Box 1570 West Yellowstone, MT 59758 United States

Date	Invoice
07/29/2021	7995
Account	
ITS 618	

Terms	Due Date	PO Number	Reference
Net 20 days	08/18/2021		Server Replacement

This is the down payment invoice on the Server Replacement as quoted by Garrett Johnson.

Summary	Approved Server Quote
Company Name	West Yellowstone Police Department
Contact Name	Brenda Martin

Other Charges	Quantity	Price	Amount
Downpayment Invoice			3,250.00
Total Other Charges:			3,250.00

Make checks payable to DIS Technologies *A 3% Convenience Fee Applies for Credit Card Payments*	Invoice Subtotal:	3,250.00
	*	0.00
	Invoice Total:	3,250.00
	Payments:	0.00
	Credits:	0.00
	Balance Due:	3,250.00

THANK YOU FOR YOUR BUSINESS!

Paid

FW: Approved Server Quote

Erin Dickey <erin@dismt.com>

Tue 3/15/2022 3:30 PM

To: Brenda Martin <bmartin@townofwestyellowstone.com>

Down below is Garrett's original quote, I increased the total by the amount that the quote from Dell increased which was \$565.00 So the Server is now \$7065.00.

The Microsoft Licenses for the server billed by SHI also went up a bit because between the quote and order, the licenses went from a 2019 version to a 2022 version.

Here is the updated quote:

Server Refresh						
<u>Description</u>	<u>List</u>	<u>Quote</u>	<u>Unit</u>	<u>Est. Qty</u>	<u>Total List</u>	<u>Total Quote</u>
Dell PowerEdge R540 Server 2019 Standard 2 Core Licenses (Direct Bill from SHI)	\$ 11,977.00	\$ 7,065.00	ea	1	\$ 11,977.00	\$ 7,065.00
Server 2019 Device CAL (Direct Bill from SHI)	\$ 105.00	\$ 90.06	ea	8	\$ 840.00	\$ 720.48
Shipping & Handling	\$ 45.00	\$ 24.00	ea	15	\$ 675.00	\$ 360.00
Server Setup and Migration Expenses	\$ 50.00	\$ 50.00	ea	1	\$ 50.00	\$ 50.00
	\$ 8,000.00	\$ 4,000.00	ea	1	\$ 8,000.00	\$ 4,000.00
	\$ 830.00	\$ 830.00	ea	1	\$ 830.00	\$ 830.00
Grand Totals					\$ 22,372.00	\$ 13,025.48

Thank you,

Erin Dickey

IT Services Coordinator

DIS Technologies

Billings MT | Helena MT | Libby MT

Phone: 406-254-1800 | Fax: 406-248-5364

Helpdesk: 406-252-1872 | 866-293-9359

<http://www.dismt.com>

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How was our service? We would appreciate your comments. Please go to <http://www.dismt.com/comment-submission>. Thank you!

This message is confidential and is intended specifically for the addressee(s). If you have received this message and are not the listed as addressee, then you should immediately disregard this message and delete it from your computer. Any information contained within this message or any attachments are considered proprietary and are protected by all Copyright Laws of the United States and the State of Montana.

From: Erin Dickey

Sent: Thursday, July 29, 2021 3:52 PM

To: Help Desk <helpdesk@dismt.com>

Subject: Approved Server Quote

From: Garrett Johnson **Sent:** Monday, May 17, 2021 2:04 PM

To: Brenda Martin <bmartin@townofwestyellowstone.com>

Good afternoon Brenda,

I have been fighting with Dell trying to get the best possible pricing and they are having issues....

I didn't want to hold up the quote any longer so I can at least give you some numbers. Below is what I came up with in the server's current build. I can probably modify it a little to bring it down some, but I am hoping the special pricing applies here from Dell soon.

Let me know if you are ok waiting longer to see if we can get that pricing or if you want to move forward with this quote.

Server Refresh

<u>Description</u>	<u>List</u>	<u>Quote</u>	<u>Unit</u>	<u>Est. Qty</u>	<u>Total List</u>	<u>Total Quote</u>
Dell PowerEdge R540 Server 2019 Standard 2 Core Licenses (Direct Bill from SHI)	\$ 11,977.00	\$ 6,500.00	ea	1	\$ 11,977.00	\$ 6,500.00
Server 2019 Device CAL (Direct Bill from SHI)	\$ 105.00	\$ 82.00	ea	8	\$ 840.00	\$ 656.00
Shipping & Handling	\$ 45.00	\$ 23.00	ea	15	\$ 675.00	\$ 345.00
	\$ 50.00	\$ 50.00	ea	1	\$ 50.00	\$ 50.00
Server Setup and Migration Expenses	\$ 8,000.00	\$ 4,000.00	ea	1	\$ 8,000.00	\$ 4,000.00
	\$ 830.00	\$ 830.00	ea	1	\$ 830.00	\$ 830.00
Grand Totals					\$ 22,372.00	\$ 12,381.00

Thank you,

Garrett Johnson
IT Services Manager

DIS Technologies

Billings MT | Helena MT
Phone: 406-254-1800 | Fax: 406-248-5364
Helpdesk: 406-252-1872 | 866-293-9359
<http://www.dismt.com>

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How was our service? If you would like to submit a testimonial about your experience, go to www.dismt.com/testimonial-submission Thank you!

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* ... Over spent expenditure

Claim	Vendor #/Name/ Check Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
48811	1089 Gallatin County Treasurer	349.00					
	02/28/22 Tech surcharge	140.00		COURT	7458 212200		101000
	02/28/22 MLEA	160.00		COURT	7467 212200		101000
	02/28/22 Victims Assistance	49.00		COURT	7699 212200		101000
48812	95 Energy West-Montana	3,802.69					
	03/01/22 nat gas 210361788 updl	116.97		UPDH	1000 411252	344	101000
	03/01/22 nat gas 210360293 Police	29.47		POLBLD	1000 411258	344	101000
	03/01/22 nat gas 210361746 Pub Services	1,138.30		STREET	1000 430200	344	101000
	03/01/22 nat gas 210361811 old firehall	251.00		PARK	1000 460430	344	101000
	03/01/22 nat gas 210363966 old bld ins	137.79		STREET	1000 430200	344	101000
	03/01/22 nat gas 210360540 library	454.20		LIBBLD	1000 411259	344	101000
	03/01/22 nat gas 210364599 Povah	813.89		POVAH	1000 411255	344	101000
	03/01/22 nat gas 210361697 Iris Lift St	34.56		PUBSVC	1000 430200	344	101000
	03/01/22 nat gas 210365425 Twn Hall	788.69		TWNHAL	1000 411250	344	101000
	03/01/22 nat gas 210361655 Mad Add Sewe	37.82		SEWER	5310 430600	344	101000
48813	2853 Two Seasons Recycling	850.00					
	2023049 02/28/22 monthly recycling	850.00		PARKS	1000 460430	534	101000
48814	266 Utilities Underground Location	3.14					
	2025368 02/28/22 excavation notifications	3.14*		WATER	5210 430500	357	101000
48815	2421 NAPA Auto Parts	1,197.85					
	02/28/22 Public Works Supplies	477.08		STREET	1000 430200	220	101000
	02/28/22 Repair Supplies	121.91		STREET	1000 430200	361	101000
	02/28/22 Fuel/Oil supplies	138.87		STREET	1000 430200	231	101000
	02/28/22 Equipment Repairs	459.99		STREET	1000 430200	369	101000
48816	2264 MORNING GLORY COFFEE & TEA	33.75					
	860886 03/07/22 Dispatch coffee	33.75*		POLICE	1000 420230	220	101000
48817	2575 WY Tourism Business Improvement	12,787.51					
	02/01/22 Collections in February 2022	12,787.51		TBID	7202 411800	540	101000
48819	73 Westmart Building Center	615.66					
	02/27/22 Street Supplies	402.72		STREET	1000 430200	220	101000
	02/27/22 Sewer Supplies C & T	50.31		SEWER	5310 430630	220	101000
	02/27/22 Police Supplies	113.99*		POLICE	1000 420230	220	101000
	02/27/22 Dispatch Supplies	8.54		DSPTCH	1000 420160	220	101000
	02/27/22 Town Hall Supplies	40.10		TWNHAL	1000 411250	220	101000

03/18/22
15:26:23

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 3/22

Page: 2 of 12
Report ID: AP100

* ... Over spent expenditure

Claim	Vendor #/Name/ Check Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
48820	3242 Fisher's Technology 997277 02/28/22 copier maintenance fee	15.20 15.20		FINADM	1000 410510	356	101000
48821	2952 DIS Technologies 9103 03/05/22 Monthly Managed IT	759.50 759.50		IT	1000 410580	355	101000
48822	E 2964 CITI CARDS 02/04/22 USPS - Envelopes 02/04/22 USPS - Envelopes Postage 02/08/22 Office chair Soc Serv 02/13/22 Kleenix,Correctiontape,skimrsp 02/15/22 Wild West Pizzeria 03/01/22 Wild West Pizzeria 03/01/22 Adobe Acrobat Edit PDF Yrlysub 03/02/22 Costco Annual Membership renwl	1,307.49 150.90 550.00 159.99 50.97 101.00* 104.64* 69.99 120.00		FINADM FINADM SOCSER POVAH LEGIS LEGIS ADMIN ADMIN	1000 410510 1000 410510 1000 450135 1000 411255 1000 410100 1000 410100 1000 410210 1000 410210	220 311 212 220 220 220 220 335	101000 101000 101000 101000 101000 101000 101000 101000
48823	2546 Century Link QCC 281527 02/24/22 long dist chg 406-646-7600	12.43 12.43*		DISPAT	2850 420750	345	101000
48824	2813 Century Link 02/19/22 E911 Viper 255-9710 02/19/22 E911 Viper 255-9712 02/19/22 E911 Viper 646-5170 02/19/22 Alarm Lines 646-5185 02/19/22 Police - 646-7600	1,535.97 986.20* 26.98* 112.60* 91.84 318.35*		E911 E911 E911 TWNHLL POLICE	2850 420750 2850 420750 2850 420750 1000 411250 2850 420750	345 345 345 345 345	101000 101000 101000 101000 101000
48825	3353 Creative Culture Insignia, LLC 03/17/22 Die/Mold Charge BadgeCnclld	400.00 400.00*		POLICE	1000 420100	226	101000
48826	1796 Barta Electric, Inc. 6143 03/09/22 Shop Lights wire cable 6144 03/09/22 Block Heater Outlets 6145 03/09/22 Christmas Tree 6146 03/09/22 Ice Rink Lights 6136 03/09/22 UPS/Console	1,405.77 465.48* 115.00* 197.92* 250.43* 376.94*		STREET STREET PARKS PARKS POLICE	1000 430200 1000 430200 1000 460430 1000 460430 1000 411258	357 357 357 357 366	101000 101000 101000 101000 101000
48827	151 Gallatin County WY TS/Compost 02/28/22 Household waste	190.00 190.00		PARKS	1000 460430	534	101000

* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
48828	2088 Town West Yellowstone	661.39							
	02/28/22 utility chrgs, Chamber, 895	56.95		BLDGS	1000 411257	340		101000	
	02/28/22 utility chrgs, UPDL, 892	92.72		BLDGS	1000 411252	340		101000	
	02/28/22 utility chrgs, PS Shops, 884	42.81		BLDGS	1000 411253	340		101000	
	02/28/22 utility chrgs. Povah Ctr, 887	80.27		BLDGS	1000 411255	340		101000	
	02/28/22 utility chrgs, Police Dept, 886	54.82		BLDGS	1000 411258	340		101000	
	02/28/22 utility chrgs, City Park, 885	133.27		BLDGS	1000 411253	340		101000	
	02/28/22 utility chrgs, Library, 891	43.12		LIBBLD	1000 411259	340		101000	
	02/28/22 utility chrgs, Twn Hall, 921	157.43		TWNHAL	1000 411250	340		101000	
48829	2845 Kasting, Kauffman & Mersen, PC	6,992.48							
	03/03/22 legal services 2/1-2/28/22	6,987.50		LEGAL	1000 411100	352		101000	
	03/03/22 Copies/Postage West Law Resrch	4.98		LEGAL	1000 411100	870		101000	
48830	1514 Verizon Wireless	991.94							
	20 Smartphones								
	5 laptops								
	02/20/22 640-0108, Police	39.60		POLICE	1000 420100	345		101000	
	02/20/22 640-0121 Laptop	40.01		POLICE	1000 420100	345		101000	
	02/20/22 640-0141 Street SP	39.60		STREET	1000 430200	345		101000	
	02/20/22 640-0159 Street SP	39.59		STREET	1000 430200	345		101000	
	02/20/22 640-0606 911 Dispatch	39.60*		911	2850 420750	345		101000	
	02/20/22 640-1103, Operator SP	39.59		STREET	1000 430200	345		101000	
	02/20/22 640-1460, Library Dir, SP	39.60		LIBRAR	2220 460100	345		101000	
	02/20/22 640-1461, S & W operator, SP	39.59		SEWER	5310 430600	345		101000	
	02/20/22 640-1462, S & W, SP	39.59		WATER	5210 430500	345		101000	
	02/20/22 640-1463, PSS, SP	39.60		PARKS	1000 460430	345		101000	
	02/20/22 640-1472, Ops Mgr, SP	39.61		ADMIN	1000 410210	345		101000	
	02/20/22 640-1676, Rec Coord, SP	39.59		REC	1000 460440	345		101000	
	02/20/22 640-1755, Police	39.59		POLICE	1000 420100	345		101000	
	02/20/22 640-1756, Police	39.59		POLICE	1000 420100	345		101000	
	02/20/22 640-1757, Police	39.59		POLICE	1000 420100	345		101000	
	02/20/22 640-1758, Police, SP	39.59		POLICE	1000 420100	345		101000	
	02/20/22 640-1759, Police	39.60		POLICE	1000 420100	345		101000	
	02/20/22 640-7547, Street SP	39.59		PARKS	1000 460430	345		101000	
	02/20/22 640-9074, PSS, SP	39.60		STREET	1000 430200	345		101000	
	02/20/22 640-2195 683 laptop	40.01		POLICE	1000 420100	345		101000	
	02/20/22 640-2551 COP laptop	40.01		POLICE	1000 420100	345		101000	
	02/20/22 641-0184 686 laptop	40.01		POLICE	1000 420100	345		101000	
	02/20/22 641.0207 681 laptop	40.01		POLICE	1000 420100	345		101000	
	02/20/22 640-2354 Social Services	39.59		SOCSER	1000 450135	345		101000	
	02/20/22 640-2629 City Judge	39.59		COURT	1000 410360	345		101000	

* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$							Cash
Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account		
48831	2852 Blackfoot Communications	2,127.97								
03/15/22	646-5106, fax soc svc	40.53		SOCSRV	1000 450135	345		101000		
03/15/22	646-5119, police station Dispa	40.53*		DISPCH	2850 420750	345		101000		
03/15/22	646-5141, sewer plant alarm	40.53		SEWER	5310 430600	345		101000		
03/15/22	646-5185, town hall alarm	40.53		TWNHAL	1000 411250	345		101000		
03/15/22	646-7311, social services	20.00		SOCSRV	1000 450135	345		101000		
03/15/22	646-7481, povah elevator	58.16		POVAH	1000 411255	345		101000		
03/15/22	646-7511, town hall fax	40.53		TWNHAL	1000 411250	345		101000		
03/15/22	646-7609, public works	56.15		PUBSVC	1000 430200	345		101000		
03/15/22	646-7650, police station fax	40.53*		DISPCH	2850 420750	345		101000		
03/15/22	646-7715, povah center	23.83		POVAH	1000 411255	345		101000		
03/15/22	646-7795, town hall	222.61		TWNHAL	1000 411250	345		101000		
03/15/22	646-7845, court clerk	119.71		COURT	1000 410360	345		101000		
03/15/22	646-9017, library	42.83		LIBRAR	2220 460100	345		101000		
03/15/22	646-9027, sewer plant alarm	40.53		SEWER	5310 430600	345		101000		
03/15/22	ethernet, library	300.00		LIBRAR	2220 460100	345		101000		
03/15/22	ethernet, povah center	187.26		POVAH	1000 411255	345		101000		
03/15/22	ethernet, police station	350.00		POLICE	1000 411258	345		101000		
03/15/22	ethernet, town hall	272.00		TWNHAL	1000 411250	345		101000		
03/15/22	ethernet, public works shop	125.00		STREET	1000 430200	345		101000		
03/15/22	602-4909, town hall judge	14.11		COURT	1000 410360	345		101000		
03/15/22	602-4894 Town hall Court Clerk	1.10		COURT	1000 410360	345		101000		
03/15/22	602-4897 town hall	1.10		TWNHAL	1000 411250	345		101000		
03/15/22	602-4898 town hall	1.10		TWNHAL	1000 411250	345		101000		
03/15/22	602-4900 town hall	5.25		TWNHAL	1000 411250	345		101000		
03/15/22	602-4901 town hall	5.25		TWNHAL	1000 411250	345		101000		
03/15/22	602-4902 town hall	1.10		TWNHAL	1000 411250	345		101000		
03/15/22	602-4903 town hall	1.10		TWNHAL	1000 411250	345		101000		
03/15/22	602-4904 town hall	1.10		TWNHAL	1000 411250	345		101000		
03/15/22	602-4905 town hall	1.10		TWNHAL	1000 411250	345		101000		
03/15/22	602-4906 Library Main desk	1.10		LIBRY	2220 460100	345		101000		
03/15/22	602-4907 Library Director	1.10		LIBRY	2220 460100	345		101000		
03/15/22	602-4908 Povah Ctr	11.10		POVAH	1000 411255	345		101000		
03/15/22	602-4949 Town Hall	11.10		TWNHAL	1000 411250	345		101000		
03/15/22	6024044 Soc Ser Pantry	10.00		SOCSER	1000 450135	345		101000		
48832	2558 Hebgen Basin Fire District	55,040.00								
03/01/22	March 2022	47,580.00		FIRE	1000 420400	357		101000		
03/01/22	employee grant March 2022	7,460.00		FIRE	1000 420471	140		101000		

* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
48833	2822 ClearBlu Business Services	4,495.00							
1413 03/07/22	Town Hall	1,000.00		TWNHLL	1000 411250	357		101000	
1413 03/07/22	Library	400.00		LIBES	1000 411259	357		101000	
1413 03/07/22	Trailhead Bldng.	260.00		TRLHED	1000 411256	350		101000	
1413 03/07/22	Povah	850.00		POVAH	1000 411255	350		101000	
1413 03/07/22	Chamber Bldng.	1,400.00		CHAMB	1000 411257	357		101000	
1413 03/07/22	Dispatch Building	585.00		DSPTCH	1000 411258	398		101000	
48834	E 2673 First Bankcard	1,534.80							
02/09/22	USPS - Postage	6.80		FINADM	1000 410510	311		101000	
02/06/22	IPad keyboard	329.00		FINADM	1000 410510	212		101000	
02/09/22	IPad Pro	1,199.00		FINADM	1000 410510	212		101000	
48835	E 2673 First Bankcard	1,467.24							
01/29/22	Books	29.34		LIBRY	2220 460100	215		101000	
15719 01/12/22	Weekly Planner	19.99		LIBRY	2220 460100	215		101000	
02/09/22	Books	63.39		LIBRY	2220 460100	215		101000	
02/14/22	Books	40.88		LIBRY	2220 460100	215		101000	
02/15/22	Books	11.98		LIBRY	2220 460100	215		101000	
428547 02/03/22	Terrells Contract Inv	27.00*		LIBRY	2220 460100	398		101000	
02/16/22	Books	6.99		LIBRY	2220 460100	215		101000	
02/16/22	Books	29.99		LIBRY	2220 460100	215		101000	
02/17/22	Books	13.41		LIBRY	2220 460100	215		101000	
02/17/22	Books	69.34		LIBRY	2220 460100	215		101000	
02/17/22	Books	409.14		LIBRY	2220 460100	215		101000	
02/21/22	Books	32.09		LIBRY	2220 460100	215		101000	
02/23/22	Books	19.37		LIBRY	2220 460100	215		101000	
02/25/22	Books	17.43		LIBRY	2220 460100	215		101000	
02/21/22	Books	36.87		LIBRY	2220 460100	215		101000	
02/15/22	Books	72.32		LIBRY	2220 460100	215		101000	
02/15/22	Library supplies	67.44		LIBRY	2220 460100	220		101000	
02/21/22	Books	17.96		LIBRY	2220 460100	215		101000	
02/21/22	Books	129.14		LIBRY	2220 460100	215		101000	
02/21/22	Library supplies	154.64		LIBRY	2220 460100	220		101000	
02/21/22	Library supplies	8.69		LIBRY	2220 460100	220		101000	
02/21/22	Library supplies	32.88		LIBRY	2220 460100	220		101000	
02/21/22	Library supplies	39.99		LIBRY	2220 460100	220		101000	
02/22/22	Books	598.95		LIBRY	2220 460100	215		101000	
02/27/22	Books	27.00		LIBRY	2220 460100	215		101000	
02/28/22	Books	45.00		LIBRY	2220 460100	215		101000	
03/01/22	Books	48.78		LIBRY	2220 460100	215		101000	
03/01/22	Books	14.96		LIBRY	2220 460100	215		101000	
02/20/22	Books	41.49		LIBRY	2220 460100	215		101000	
02/23/22	Amazon books Credit	-0.06		LIBRY	2220 460100	215		101000	

* ... Over spent expenditure

Claim	Vendor #/Name/ Check Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	02/21/22 Books	10.05		LIBRY	2220 460100	215	101000
	03/01/22 Credit card payment wnt 2times	-669.20		LIBRY	2220 460100	215	101000
48836	2789 WEX Bank	3,538.53					
	03/01/22 06 Dodge Durango 6-1374	40.43		PUBSER	1000 430200	231	101000
	03/01/22 17 Dodge Ram #1	0.00		POLICE	1000 420100	231	101000
	03/01/22 17 Dodge Ram #2	633.53		POLICE	1000 420100	231	101000
	03/01/22 10 Ford Expedition 6-000046	100.41		SOCSEB	1000 450135	231	101000
	03/01/22 11 Ford Expedition 6-21425A	0.00		POLICE	1000 420100	231	101000
	03/01/22 10 JD Backhoe 310SJ	0.00		STREET	1000 430200	231	101000
	03/01/22 77 Int'l Dumptruck	0.00		STREET	1000 430200	231	101000
	03/01/22 Snow Blower	0.00		STREET	1000 430200	231	101000
	03/01/22 02 Freightliner	0.00		STREET	1000 430200	231	101000
	03/01/22 140 G Grader	0.00		STREET	1000 430200	231	101000
	03/01/22 CAT 936 Front End Loader	326.36		STREET	1000 430200	231	101000
	03/01/22 91 Ford 6-582	30.96		STREET	1000 430200	231	101000
	03/01/22 15 Sweeper	0.00		STREET	1000 430200	231	101000
	03/01/22 SS Snow Blower Green	252.51		STREET	1000 430200	231	101000
	03/01/22 14 Water Truck	0.00		STREET	1000 430200	231	101000
	03/01/22 00 Freightliner Dump 6-60700A	0.00		STREET	1000 430200	231	101000
	03/01/22 2010 JD 772 Grader	421.36		STREET	1000 420100	231	101000
	03/01/22 02 Freightliner Dump 6-54564A	70.64		STREET	1000 430200	231	101000
	03/01/22 08 Ford Pickup 6-1450	0.00		WATER	5210 430500	231	101000
	03/01/22 08 GMC Pickup 6-1484	56.99		STREET	1000 430200	231	101000
	03/01/22 08 CAT 938H Loader	432.20		STREET	1000 430200	231	101000
	03/01/22 01 Freightliner truck 1	84.85		STREET	1000 430200	231	101000
	03/01/22 15 Ford F-250	113.18		STREET	1000 430200	231	101000
	03/01/22 18 2018 Dodge Ram-PW	228.46		STREET	1000 430200	231	101000
	03/01/22 18 Dodge Ram-Police	483.65		POLICE	1000 420100	231	101000
	03/01/22 19 Dodge Durango	263.00		POLICE	1000 420100	231	101000
48837	2952 DIS Technologies	695.00					
	9208 03/05/22 Monthly IT	625.00		IT	1000 420160	398	101000
	03/05/22 Software Subscription	70.00		DSPTCH	1000 420160	216	101000
48855	2635 Jake's Automotive and Tire	630.00					
	025570 04/14/21 Tow Bill per Scott Newell	630.00		POLICE	1000 420100	317	101000
48856	533 Market Place	57.83					
	02/03/22 Breakfast for the Public Works	57.83		ADMIN	1000 410210	870	101000

* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
48857		135 Food Roundup		98.93					
	02/02/22	Breakfast for Public works		98.93		ADMIN	1000 410210	870	101000
48858		3020 COLJ Conference Registration -		200.00					
	03/01/22	COLJConference Reg fee Parker		200.00		COURT	1000 410360	380	101000
48859		2851 Amatics CPA Group		2,000.00					
	67181 02/28/22	Audit Work for FY21		2,000.00		AUDIT	1000 410530	353	101000
48860		3176 Magda Nelson - Local Government		122.50					
	225 03/02/22	Consulting Services for Audit		122.50		AUDIT	1000 410530	353	101000
48861		1305 Montana Municipal Interlocal		1,500.00					
	DR1005222 02/28/22	John Greve driveway Damage		1,500.00*		LBLITY	1000 510330	513	101000
48862		2099 Quick Print of West Yellowstone		80.32					
	15830 02/22/22	SpiralBinerw/pictures Sewer		67.87		SEWER	5310 430600	870	101000
	15826 02/11/22	Yellow legal paper		3.25		ADMIN	1000 410210	220	101000
	15815 02/08/22	PaperClips,rubberbands,staples		9.20		BULDNG	1000 420531	220	101000
48863		3309 AQUAPRO		308.88					
	A22-100 02/24/22	2-Concrete Curing Blanket		308.88		WATER	5210 430500	870	101000
48864		3324 Dan Walker		389.64					
	03/09/22	Executive Forum ChoteauMT		389.64		ADMIN	1000 410210	370	101000
48865		153 IIMC		115.00					
	01/04/22	Annual Mem fee Gospodarek		115.00		FINADM	1000 410510	335	101000
48866		3224 American Pump Co.		3,521.21					
	35227 03/04/22	35' CordSetHydromatic		3,521.21		SEWER	5310 430630	369	101000
48867		3121 Department of Environmental		3,000.00					
	5L2201533 02/23/22	2021MTX000244AnnualInv		3,000.00		SEWER	5310 430640	459	101000
48868		2586 Waxie Sanitary Supply		1,484.44					
	80700518 02/25/22	HTD PowerGL,MeanGreen		68.39		PARKS	1000 460430	220	101000
	80736616 03/11/22	DogWastebags,mop, liners		1,416.05		PARKS	1000 460430	220	101000

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TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 3/22

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* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
48869		3350 Mid-American Research Chemical		394.15					
	0755111	02/18/22 PatrolDryMolyLub,RustEliminat		394.15		PARKS	1000 460430	220	101000
48870		2800 RDO Equipment Co.		1,824.24					
	P5809916	03/03/22 QuickCouplerSocket		79.87		STREET	1000 430200	369	101000
	P5809816	Dura-MaxCutting Edge 12'		1,744.37		STREET	1000 430200	369	101000
48871		3212 Mike's Mobile Auto and Diesel		1,315.00					
	110	03/07/22 Turbo on Dump Truck		1,315.00		STREET	1000 430200	369	101000
48872		3319 Lawson Products, Inc.		206.07					
	9309293901	02/18/22 Drill Bits		206.07		STREET	1000 430200	220	101000
48873		764 General Distributing Co.		54.32					
	1093067	02/28/22 Welding supplies		54.32		STREET	1000 430200	231	101000
48874		3200 Yellowstone Log Chinking		280.00					
	15	03/01/22 Snow removal Library roof		280.00		LIBRY	1000 411259	357	101000
48875		3241 Bridger Analytical Lab		280.00					
	2203064	03/05/22 Total Coliform/E.coli testing		280.00		WATER	5210 430500	348	101000
48876		40 Jerry's Enterprises		118.79					
	020122-01	02/01/22 Fuel Voucher Help Fund		35.00*		HELP	7010 450135	231	101000
	022522-01	02/25/22 Fuel Voucher Help Fund		35.00*		HELP	7010 450135	231	101000
		02/02/22 Police Fuel		51.21		POLICE	1000 420100	231	101000
		02/28/22 Discount given		-2.42		POLICE	1000 420100	231	101000
48877		1864 Loomis Family Limited		28.16					
		02/04/22 Public works Fuel		28.16		STREET	1000 430200	231	101000
48878		999999 JERRY RUTAN		12.00					
		03/09/22 Jury Panel		12.00		COURT	1000 410360	394	101000
48879		999999 ADIN BROWN		12.00					
		03/09/22 Jury Panel		12.00		COURT	1000 410360	394	101000
48880		999999 SAMANTHA POWELL		12.00					
		03/09/22 Jury Panel		12.00		COURT	1000 410360	394	101000

* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
48881	03/09/22	Jury Panel	999999 BAILEY BENCH	12.00 12.00		COURT	1000 410360	394	101000
48882	03/09/22	Jury Panel	999999 DEBRA PAISLEY	12.00 12.00		COURT	1000 410360	394	101000
48883	03/09/22	Jury Panel	999999 TERRY STEWART	12.00 12.00		COURT	1000 410360	394	101000
48884	03/09/22	Jury Panel	999999 JACOB RIGHTENOUR	12.00 12.00		COURT	1000 410360	394	101000
48885	03/09/22	Jury Panel	999999 YESSIKA VEGA	12.00 12.00		COURT	1000 410360	394	101000
48886	03/09/22	Jury Panel	999999 PHIL TAKATSUNO	12.00 12.00		COURT	1000 410360	394	101000
48887	03/09/22	Jury Duty	999999 EDINE ALEXANDER	25.00 25.00		COURT	1000 410360	394	101000
48888	03/09/22	Jury Duty	999999 EUGENE BEVAN	25.00 25.00		COURT	1000 410360	394	101000
48889	03/09/22	Jury Duty	999999 EDWARD KANAVAL	25.00 25.00		COURT	1000 410360	394	101000
48890	03/09/22	Jury Duty	999999 LORI HURST	25.00 25.00		COURT	1000 410360	394	101000
48891	03/09/22	Jury Duty	999999 LAYNA POLANSKY	25.00 25.00		COURT	1000 410360	394	101000
48892	03/09/22	Jury Duty	999999 WAYNE GRAHAM	25.00 25.00		COURT	1000 410360	394	101000
48893	03/10/22	Judges Conference4/25-28	3020 COLJ Conference Registration -	300.00 300.00		COURT	1000 410360	380	101000

* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
48894		03/11/22	3351 West Yellowstone Teen Center WY Teen CTR CIPApplication	3,750.00 3,750.00		LEGIS	1000 410100	870	101000
48895		03/09/22	2537 Balco Uniform Co., Inc. Courtis Uniform	280.00 96.00*		POLICE	1000 420100	226	101000
	64296-3	03/09/22	Trujillo Uniform	184.00*		POLICE	1000 420100	226	101000
48896		03/08/22	3347 Bob Wards M4 Benelli Tact Stock12ga	3,450.00 1,650.00		POLICE	1000 420100	212	101000
	100	03/08/22	1 14"entry M4tele-stock12ga	1,800.00		POLICE	1000 420100	212	101000
48897		03/11/22	1928 Michele DesRochers Travel for Training	174.48 174.48		LIBRY	2220 460100	370	101000
48898		02/28/22	3352 Stanard & Associates, Inc. Training materials	970.00 970.00		POLICE	1000 420100	389	101000
48899		03/02/22	1077 Bob Barker Company Inc Jail Supplies	283.99 283.99*		POLICE	1000 420230	220	101000
48900		02/18/22	42 Fall River Electric PARK, old firehouse 2901001	289.56 289.56		PARK	1000 411253	341	101000
48901		03/07/22	1674 Madison Crossing Gym Membership Sosa	80.00 80.00		POLICE	1000 420100	130	101000
48902		03/15/22	29 Terrell's Office Machines Inc Toner	158.00 158.00		ADMIN	1000 410210	220	101000
48903		03/17/22	1770 Melanie Gospodarek Mileage & meals HR Conference	393.24 393.24		FINADM	1000 410510	370	101000
48904		03/13/22	2822 ClearBlu Business Services Toilet backup at Police	550.00 550.00		POLICE	1000 411258	398	101000
48905		03/02/22	65 T & E Plow Parts, blades, shoes	3,630.39 3,297.31		STREET	1000 430200	369	101000
	0455386	03/07/22	Key (2)	12.34		STREET	1000 430200	220	101000
	0455426	03/09/22	Coupling&Nipple A,repair part	320.74		STREET	1000 430200	369	101000

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TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 3/22

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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
48906		3307 Tri State Tire		170.44					
	5317	02/16/22 Repair for Loader Tire		85.22		STREET	1000 430200	239	101000
	5371	03/02/22 Loader Tire Stem replace		85.22		STREET	1000 430200	239	101000
48907		3315 IAS EnviroChem		1,052.00					
	2201169	03/14/22 Chloride,Nitrogen,Alkalinity		1,052.00		SEWER	5310 430600	348	101000
48908		2507 Silvertip Pharmacy		118.29					
	020922-01	02/09/22 Pharmacy Voucher		10.40		HELP	7010 450135	358	101000
	012622-01	01/26/22 Pharmacy Voucher		107.89		HELP	7010 450135	358	101000
48909		2977 Staples Credit Plan		437.13					
	3026416021	02/18/22 CopyPaper, pens, BLenvelop		77.15		FINADM	1000 410510	220	101000
	3033382541	03/02/22 Verbatim Life Series971		29.99*		POLICE	1000 420230	220	101000
	3034302971	03/03/22 AcerNitroVG271U 27LED		329.99		911	2850 420750	948	101000
		# of Claims	81	Total:	137,165.31				
		Total Electronic Claims		4,309.53		Total Non-Electronic Claims		132855.78	



Town of West Yellowstone Business License Application

Business Name: Bare it all Ltd co.
 Applicant: Ashley weaver
 Contact Person: Ashley weaver
 Mailing Address: PO Box 1921, W. Yellowstone, MT 59758
 Physical Address of Business: N. Canyon St. W. Yellowstone, MT 59758
 Phone Number: 446-865-4002 Fax Number: ---
 Email Address: bareitall.llc@gmail.com Website: ---

Signature of Property Owner of Record: Jerry D. Johnson

Subdivision: Original Town site
 Block: 16 Lot: 8

Zoning District, please mark one:

- B-3 Central Business District (Old Town)
- B-4 Expanded Business District (Grizzly Park)
- E-2 Entertainment District (Grizzly Park)
- PUD Planned Unit Development (Grizzly Park)
- Residential Districts, Home Occupations Only (Mad Add)
- New Business
- Change of Location
- Transfer of Ownership
- Name Change

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

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

Single esthetician, within Elevation Hair Salon space. Performing Skincare services, Lash services and waxing services. Space is a 10ft. by 6ft. room.

Business License Fee: \$ 50.00
 Resort Tax Bond: \$ 500.00

Ashley D. W.
 Signature of Applicant

Total Amount Due: \$

 Signature of Applicant

* _____
 Date

FOR OFFICE USE ONLY

Date Approved: _____ Town Council Administration _____
 Date _____ Check # _____ Amount \$ _____ License # _____
 SCN _____ BLP _____ STX _____ RDX _____



MONTANA SECRETARY OF STATE

August 31, 2021

Ashley Weaver
adaleen9@gmail.com

CERTIFICATION LETTER

I, CHRISTI JACOBSEN, Secretary of State for the State of Montana, do hereby certify that

Bare it all Ltd co

filed its Articles of Organization for Domestic Limited Liability Company with this office and has fulfilled the applicable requirements set forth in law. By virtue of the authority vested in this office, I hereby issue this certificate evidencing the filing is effective on the date shown below.

Certified File Number: C1235939 - 14947053

Effective Date: August 31, 2021

You must maintain a Registered Agent for your company. Failure to do so will subject the business to administrative dissolution/revocation. Your company's annual report is due by April 15th of the next year and each consecutive year thereafter.

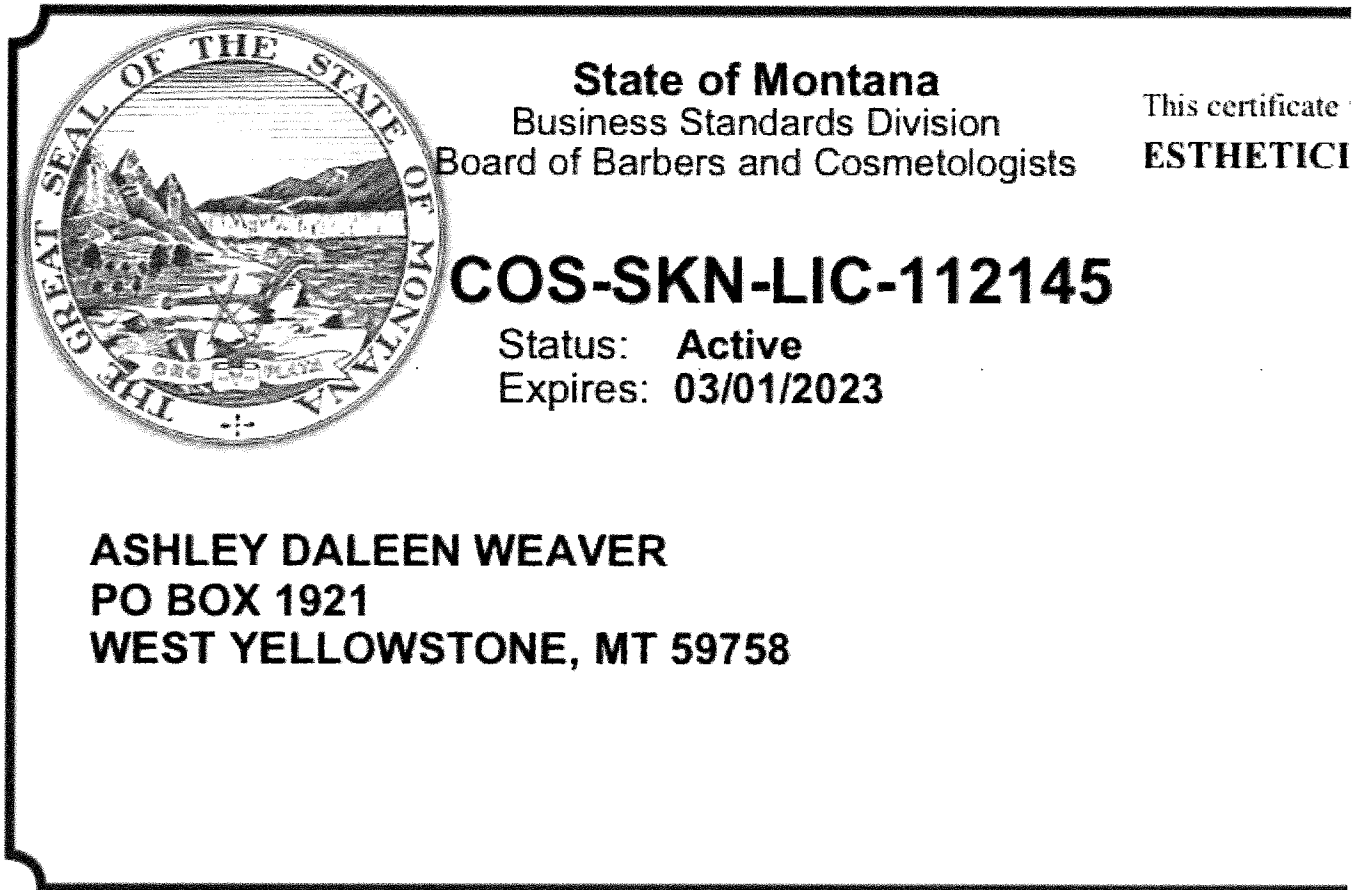
Thank you for being a valued member of the Montana business community. I wish you continued success in your endeavors.

A handwritten signature in cursive script that reads "Christi Jacobsen".

Christi Jacobsen
Montana Secretary of State

Elizabeth Roos

From: Ashley Weaver <bareitall.lic@gmail.com>
Sent: Tuesday, March 1, 2022 10:55 AM
To: Elizabeth Roos
Subject: Re: professional license



On Tue, Mar 1, 2022 at 10:48 AM Elizabeth Roos <eroos@townofwestyellowstone.com> wrote:

Hi Ashley,

I have not received that email. Can you respond to this one and attach it?

Thanks,

To Whom it may concern:

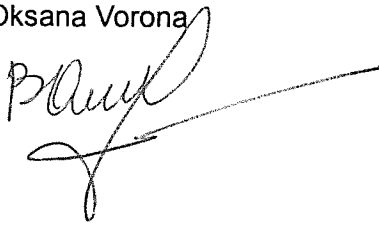
Rustic West LLC (dba Seldom Seen Knives), owned by Oksana Vorona and Alexandra Schmier has been in business since September 2020 and had paid all their taxes on time. Rustic West LLC has purchased Outpost Sweet Treats and applying for a new business license. Due do good standing with town requirements we are asking to wave Resort Tax Bond.

Best regards,

Alexandra Schmier

A handwritten signature in cursive script, appearing to read "A Schmier".

Oksana Vorona

A handwritten signature in cursive script, appearing to read "Oksana Vorona".



Town of West Yellowstone Business License Application

Business Name: Rustic West LLC dba Outpost Sweet Treats
 Applicant: Alexandra Schmier
 Contact Person: Alexandra Schmier /oksana Valeng
 Mailing Address: PO box 1944
 Physical Address of Business: 115 Yellowstone Ave
 Phone Number: 406-640-0800 Fax Number: _____
 Email Address: yellowstonecandy@gmail.com Website: _____
 Signature of Property Owner of Record: [Signature]

Subdivision: _____
 Block: _____ Lot: _____

Zoning District, please mark one:

- B-3 Central Business District (Old Town)
- B-4 Expanded Business District (Grizzly Park)
- E-2 Entertainment District (Grizzly Park)
- PUD Planned Unit Development (Grizzly Park)
- Residential Districts, Home Occupations Only (Mad Add)
- New Business
- Transfer of Ownership
- Change of Location
- Name Change

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

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

Candy Shop

Business License Fee: \$ 50⁰⁰
 Resort Tax Bond: \$ _____
 Total Amount Due: \$ 50⁰⁰

Letter asking to waive RT Bond

Signature of Applicant: [Signature]
 Signature of Applicant: [Signature]
 Date: 8.10.2022

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

WEST YELLOWSTONE TOWN COUNCIL
Town Council Work Session & Meeting
March 1, 2022

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

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

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

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

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

Public Comment Period

No public comment is received.

Council Comments

Council Member McBirnie mentions that he attended the Gallatin County Planning Boards Roundtable discussion along with Griffith and Town Manager Dan Walker. Mayor Watt mentions that Yellowstone National Park closes for winter access on March 15, 2022. He says that this weekend there was a NAIFC Ice Fishing tournament and the skijoring event had 120 entries. The high school boys and girls basketball teams both made it out of the district tournament and to the divisional tournament. This coming weekend is the Rendezvous Ski Race.

WORK SESSION

The first item on the agenda is the FY 2021 audit, conducted by Amatics CPA Group. Morgan Scarr joins the meeting to describe the results of the audit. Scarr briefly describes the accounting standards they follow when conducting the audit. Scarr reports that they identified one compliance findings which is the notification of employees that have excess leave time. Current findings that were identified included minor violation of the purchasing policy, the Town does not have a conflict of interest policy, the Town does not have a whistleblower policy, financial statements should be regularly reviewed at the Town Council level, review of bank statements should include an internal control to review for appropriate signatures on checks. Mayor Watt asks if the hours they estimated to conduct the audit was accurate and if they went over that estimate. Scarr says that they definitely went over with their hours, but they expect that in the first year but also expect to make that up in the second and third years. She says there is a lot of additional work the first year but it usually works out. Griffith asks if there is a plan to correct the findings. Finance Director Lanie Gospodarek says the audit took significantly less of her time this year and went quite smoothly. She says she has worked with Scarr before but had not met the rest of her team. They were able to do everything remotely by scanning and uploading all the required documentation. The group briefly discusses the findings and how to correct them.

The next item on the agenda is the Town Manager Evaluation. Mayor Watt makes the finding that the employee's right to privacy outweighs the public's right to know and the meeting is closed to the public. (5:35 PM)

Regular council meeting starts at 7:10 PM.

ACTION TAKEN

- 1) Motion carried to approve the claims, which total \$20,015.71. (McBirnie, Benike)

- 2) Motion carried to approve the Consent Agenda, which includes the minutes of the February 15, 2022, as amended, to include the following sentence under #6 pertaining to the discussion about the risk share payment for CHP: “The Town Attorney stated that there was no discretion to pay less than \$100,000 to offset CHP’s losses.” (Griffith, McBirnie)
- 4) Motion carried to table the agreement with Intrinsic Architecture for planning services. (McBirnie, Benike)
- 5) Motion carried to appoint Lisa Griffith as the Town Council representative on the Health Care Services Advisory Board. (Benike, McBirnie)
- 6) Mayor Watt explains that they have received applications from Ana Nascimento and Magen Crowley to serve on the Library Board of Trustees.
- 7) Motion carried to appoint Magen Crowley to the Library Board of Trustees. (Griffith, McBirnie)
- 8) Motion carried to table the staffing plan. (McBirnie, Benike)

DISCUSSION

- 3) Mayor Watt reads Ordinance No. 272, an ordinance that codifies the electorate’s decision to implement a 1% resort tax for infrastructure needs for twenty years and extend the existing 3% resort tax for twenty years. Both taxes are extended through December 31, 2045. Griffith expresses concerns about the language regarding the expiration of the 1% once debts and project costs are paid, and questions whether that is clear. The group extensively discusses whether the language contained in the ordinance captures the language that appeared on the ballot. Griffith suggests that they approve the ordinance but also run a spelling and grammar check on the new section.
- 3) Motion carried to approve the second reading of Ordinance No. 272, an ordinance that implements the electorate’s decision on November 5, 2019 to add one percent (1%) to the original resort tax that is collected by the Town. (McBirnie, Benike) Motion is unanimous.
- 5) Mayor Watt says that they need to appoint a member of the Town Council to serve on the Health Care Services Advisory Board. Jeff Mathews and Lisa Griffith both volunteer to serve on the board.
- 8) Walker explains that they still need to work through a couple items with the union before they can present the staffing plan for adoption, so they are recommending that they table the staffing plan until a meeting in April. Dianna Hansen comments that she believes the structure of the Social Services Department returned to how it was before the departure of the previous Social Services Director. She says that when the previous Public Services Superintendent resigned, another member of the department was appointed to fill the position and received an hourly raise of \$8.02. She says that when Kathi Arnado departed, she assumed all the duties with no additional compensation. She says that for the best interest of the department, she feels they need to correct how they are structured.

- A) **Town Manager & Department Reports:** Town Manager Dan Walker reports that at the work session earlier tonight they received the audit report. The audit was successful and he expresses appreciation to the staff. He reports that they got a report back from the airport sewer needs and will confer with Dave Noel when he returns to work next week. He says they are still waiting to hear more about the FLAP grant for the Music in the Park Committee met last week and have three dates tentatively set for this summer. They are working on permit applications and coordinating the event. Walker reports that he is attending the MMIA Executive Forum in Choteau later this week. He has requested feedback from the Council on qualifications they want in the next Chief of Police. He also mentions an upcoming vacation to go fishing in Minnesota, March 16-21, 2022.

Motion carried adjourn, 8:15 PM. (Benike, Griffith)

Mayor

ATTEST:

Town Clerk

Highlights – Social Services

March 3-17. 2022

Distributed 11 Food Boxes

Job Posting – 17 new listings

Several inquiries about Housing

3 Gas Voucher- Medical

1 Bus Voucher – Medical

Many Donations from Business and Individuals

Diapers and Books given to individuals

Assisting clients with SNAP renewals

Unemployment Assistances

Medical – Crutches loaned out

Montana Health Kids assistances

Donated Yogurt to the Senior Citizen lunch program

Avery Charlton sold hot chocolate at the Westmart and he donated \$665.16 to our Food Bank

Deemo's Meat in Ennis is donating 629 pounds of meat. Thanks to Public Work for your help

Cleaning and reorganizing the Food Bank

Setting up an Inventory system for the Food Bank

Assisting client in finding Home Health Care here in West Yellowstone

We are preparing sandwiches for the Missoula Children's Theatre program

Thanks to the Police Department for checking in on us

Debbi Paisley

Dianna Hansen

Recreation Department
March 17th

- Unemployment
- Helped 2 Clients with Medicare
- Picked up some donations for Social Services
- Met with Jessica Picone – Teen center is very successful and they might extend date thru April.
- I have all the dates set with Karst Stage for field trips the price went up \$30 more.
- Helped make a Dr appointment
- Set up Karate on Sportsman so now people can sign up and pay online

Thank you,

Vely Vazquez

Public Services Dept. Bi-weekly Report: February 25th thru March 17th, 2022

Work performed

INTERMENT: Norma Martin (3/10). Equipment and vehicle updates, scheduled PM's: install new exhaust manifold on 938, install new curb shoes and hardware on Henke vee plow, hydraulic couplers replaced for ram cylinder on wheel loader, in-service FL 80, main dump cylinder leaking on FL 80 (called MMC and Floyd's Freightliner), pickup 22 sienna from Ressler Toyota in Bozeman (electrical harness issues), ordered parts for 2625 snow blower, cutting edges for Henke plows replaced, in-service on FL 114, tanker truck, replace turbo on CH 55 for the second time, hydraulic issue diagnosed on CH 49, rim issues on 936, (replace valve stem, ply bulge), install new shroud on snow blower, address issues on rotary wheel to green snow loader/ install new hardware, straighten up/ organize in-services stock shelf at PW shop. Grease zerk fittings on equipment and check fluids, pre-trip inspections (practice for final CDL testing: Shane and Sam scheduled for 4/10/22). Diagnose and replace gfi's at Povah Center. Fix faucet in kitchen at Povah Center Inspect trash trailers and cardboard empty as necessary, litter collection, weekly recycling route, check dog waste stations and restock bags. Move abandoned vehicles, haul away for the police department: as requested. Move snow to access RR well #3 (adjust temperature in building as necessary). Help Social Services department offload food delivery and 600lbs of bovine donated. Snow removal and cleanup as necessary, clear sightline hazards, widen berms, haul to snow yard (push up piles), clear out access to fire hydrants, walking paths, skating rink. Remove snow from rooftops that have slid off into city ROW and parkways. Monitor snow floor and cut down as necessary, haul away debris, open road to WW lagoon, flow meter building and lift stations. Water service request at 418 Gibbon. Weekly problem areas inspection, monitor proper flow rates in SAS manholes throughout town. Event support: Shotgun Skijoring, Annual Rendezvous Ski Race.

Administrative

Meetings with Pat Bomgardner at Montana Lines over future light pole installation updates along highway and other areas in need, I-WorQ's software technical rep Jonathan Sharp, sales rep with T&E, Dan McAllister on equipment update options, Thomas Carl at Oshkosh Snow Removal Products, DRG, Planning Board, Cummins generator repairman, finance director, town manager, Jessica Picone, Ken Davis, parks and rec, bi-weekly town council meeting, supervisors meeting, weekly WWTP design meetings, visit with Bobby Schuler of MRWS, speak with census bureau on property data, conference call on WWTP funding with DNRC. Call DIS and get them to diagnose and resolve the connection issues with printer in administrative offices at town hall. Call potential hire for equipment operator (turned in resume but no application and no follow-up). Reach out to Mountain States Environmental for proposal on waste oil removal at PW maintenance shop. Start employee evaluations. Line up flooring job at clinic with Carpet One (4/7 & 4/8). Follow up on concrete projects with Chad Ruston at Depatco. Discuss casting pond project with Wade Saury. Follow up with Paul at Briggs on roofing projects. Discuss proposal for traffic control and centerline painting with Luke Mecham at Idaho Traffic Safety. Attend

webinar with MRWS on cyber-attacks to critical infrastructure. Attend MMIA's roundtable discussion on lift station responsibilities and obligations of municipalities. Respond to residential and business complaints, meet with residents on snow removal complaints (3/15), sewer backups (police department backed up on (3/12) (follow-up with Yellowstone Inn for their backup in December), ruptured water line, power outages, service valve requests, flag raising and lowering notifications, coordinate cremations and interments. Sign off on snow encroachment applications, meet with sales reps. Discuss upcoming projects with Dave Noel and Town Manager. Reviewed and adjusted MMIA's insurance profiles on town vehicles and equipment. Coordinate with Forsgren Engineering and Jon Brown to review best management practices for wastewater collection/ treatment facility and water distribution system. Investigate weir levels on cells A & B at lagoon. Coordinate monthly coliform/ bac- T samples with Jon Brown. Follow up on proposals for CIP projects: crack sealing for this fall, centerline painting, vehicle/ equipment replacement quotes, leasing options concrete updates, lighting, street pole replacements. Helped Jon Brown check water service meters that are not registering/ functioning properly. Conduct weekly COVID samples (results available on the Gallatin County Health Departments website). Review city policies, procedures, collective bargaining agreement, safety protocols and codified ordinances. Review city policies, procedures, collective bargaining agreement, safety protocols and codified ordinances. Evaluate 2022 budgetary needs and submit weekly invoices. Enter timesheets and payroll for crew. Respond to WY pump status reports and dispatch to town as necessary.

From: [Kyle Tanner](#)
To: [Jon Simms](#)
Cc: [Elizabeth Roos](#)
Subject: Bullet points 3-18 -2022
Date: Friday, March 18, 2022 3:04:23 PM

621 Yellowstone Ave DRG review, 3 RV sites for Tri state excavation, needs conditional use permit because limited services campground

3 North Canyon DRG review, 2 mobile food trailers, ready for planning board

517 Delacy Ave DRG review, setbacks for single family home, passed

15 Hayden Ave DRG review, 8 nightly rental cabins, ready for planning board

221 N Canyon planning board meeting for Altitude bar, passed

532 Gallatin Ave building inspection

K.C. Tanner

Deputy Public Services Superintendent

Building Codes Inspector

Code Enforcement

406-640-0141



The Yellowstone Shortline Trail will follow the historic path of the railroad for approximately 9 miles from West Yellowstone to the Montana-Idaho border near Reas Pass, winding through Custer Gallatin National Forest along the South Fork of the Madison River. For many train passengers, this area would have been their first impression of Montana while on their way to visit Yellowstone National Park. Developing this trail will give adventurers the opportunity to see what passengers experienced decades ago.

The Yellowstone Shortline Trail makes up an important section of the Greater Yellowstone Trail, a 180-mile regional trail connecting West Yellowstone to Grand Teton National Park through southeastern Idaho. The Greater Yellowstone Trail presents an amazing opportunity to enhance the quality of life, improve access to recreation and public lands, and generate economic opportunities for residents and communities along the trail. Local communities throughout the corridor have already demonstrated a willingness to support, leverage, and invest in trail development. Our section is one of the final pieces remaining in fully establishing the 180-mile corridor as a hiking-biking trail.

The trail has the potential to provide the Town of West Yellowstone and its residents and businesses with many positive benefits. Studies have shown that development of pedestrian and bicycle trails can increase tourism, spur economic growth, improve public health, and strengthen the quality of life for neighboring communities. The development of the Yellowstone Shortline Trail will attract new groups of tourists. These new groups will include those traveling to the area to experience the trail as well as those who are able to connect to other trails via the Yellowstone Shortline Trail, including the Continental Divide Trail, the Greater Yellowstone Trail, and local trails, such as the Frontier Trail, Rendezvous Trails, and Riverside Trail.

Formed in 2019, the Yellowstone Shortline Trail Committee is dedicated to serving the community through ensuring the project reaches its full potential. Since 2019, the Committee has worked closely with the Yellowstone Historic Center, fiscal sponsors of the project, and Custer Gallatin National Forest to fundraise and develop plans for the forest service section of the trail, which is set to begin construction this spring. The forest service section of the trail will be paved and include amenities such as bridges, benches, interpretive signage, and pavilions.

The Committee has also worked closely with the Town of West Yellowstone and looks forward to continuing to work together as the Town solicits community input and develops plans for the in-town portion of the Yellowstone Shortline Trail. The in-town portion is an incredibly important piece of the trail that will serve as the heart of West Yellowstone by connecting the area's trails to the community, providing a scenic greenway complete with amenities for residents to enjoy, inviting hikers and bikers into the town encouraging them to explore and support the community, and sharing the the history and heritage of the community through interpretive signs.

REASONS TO SUPPORT THIS PROJECT

- Explore the outdoors in a healthy and exciting way
- Discover the area's unique history
- Experience breathtaking views along the South Fork of the Madison River
- View wildlife in the Custer Gallatin National Forest
- Provide residents with improved access to recreation
- Connect the community with the Greater Yellowstone and Continental Divide Trails
- Attract visitors to the area
- Highlight all West Yellowstone has to offer
- Generate economic opportunities for residents

BE A PART OF BRINGING THIS PATH TO LIFE AGAIN

DONATE

Online via PayPal:
yellowstoneshortlinetrail.org/donate

By Check:
 Yellowstone Shortline Trail
 PO Box 1299
 West Yellowstone, MT 59758

By Credit Card:
 Either visit the YHC offices at
 220 Yellowstone Ave,
 West Yellowstone, MT
 or call 1-406-646-7461 to pay over phone



SHORTLINE SUPPORTERS

Depot Supporter - \$50,000
 Sole nameplate on one of three pavilions along the trail

Great Outdoor Supporter - \$15,000
 Sole nameplate on one interpretive sign along the trail

Two-Wheeler Supporter - \$10,000
 Sole nameplate on one of the trail's bike repair stations

First-Class Cabin Supporter - \$5,000
 Sole nameplate on a bench along the trail

Caboose Supporter \$2,500
 Custom brick paver at trailhead with business logo

Rider - \$1,000	Jogger - \$500
Custom 8" by 8" brick paver at trailhead with up to 80 characters	Custom 8" by 4" brick paver at trailhead with up to 48 characters

Trekker - \$250	Walker - \$100
One of 600 nameplates on trail bridge	Name listed on donor board at trailhead



The Yellowstone Historic Center (YHC) is the fiscal sponsor for the Yellowstone Shortline Trail Project. The YHC is a 501(c)3 not-for-profit organization, so all or part of your cash or in-kind donation may be tax deductible.



MONTANA

Custer
Gallatin
National
Forest



West
Yellowstone

MT-1

OUR MISSION

The Yellowstone Shortline Trail Project is led by a group of locals who have joined together for the purpose of providing West Yellowstone's residents and visitors with a sustainable, healthy, and authentic way to experience the region's unique environment and history through the establishment of a world-class trail following the historic route of the Oregon Short Line Railroad from the Montana-Idaho state line into the heart of West Yellowstone, Montana.

PROJECT PARTNERS

Dr. Ezekiel R. and Edna Wattis

DUMKE
FOUNDATION



Mike & Andrea Manship

BRIDGER DISTRICT

NORTHERN ROCKY MOUNTAIN ECONOMIC DEVELOPMENT DISTRICT



M2O GROUP



MUSEUM
OF THE
YELLOWSTONE

CONTACT US

explore@yellowstoneshortlinetrail.org

www.yellowstoneshortlinetrail.org

1-406-646-7461

PO Box 1299

West Yellowstone, MT 59758



Creating a Path to
Explore Together

AIA® Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: <i>(name and address)</i> TWY - Town of West Yellowstone Montana	AGREEMENT INFORMATION: Date: 4/23/2021	AMENDMENT INFORMATION: Amendment Number: 1 Date: 3/16/2022
OWNER: <i>(name and address)</i> Town of West Yellowstone, 440 Yellowstone Avenue West Yellowstone, Montana 59758	ARCHITECT: <i>(name and address)</i> Intrinsik Architecture, Inc. 106 East Babcock Street, Suite 1A Bozeman, Montana 59715	

The Owner and Architect amend the Agreement as follows:

Project Planning Consulting, in collaboration with Fall Creek Planning / Marty Matsen as the lead consultant and who is contracted directly with the Town of West Yellowstone, may include:

- Analysis of the existing zoning code
- Review the proposed zoning code draft documents
- Prepare updated zoning code draft for review and adoption by Town Boards & Town Council
- Respond to public comment submitted in response to these submittals
- Provide analysis and prepare subsequent staff reports necessary for City Board or Town Council review
- Consulting and Preparation of materials for submittals to the Town of West Yellowstone for the Zone Map Amendment & Major Subdivision (Pre-Application, Preliminary Plat, and Final Plat).
- Project management, correspondence, and coordination with other consultants (civil, wetlands, landscape etc.) as necessary
- Attend meetings as necessary and/or requested (5 in-person trips budgeted)
- Additional Services as requested
- On-call Planning Services as requested
- Reimbursables as required

Surveying & Engineering services required are not included in this scope of work.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Zoning Code Review/Update – T&E Estimate - \$6,500
80 Acre Zone Map Amendment – T&E Estimate - \$5,000
80Acre Subdivision – T&E Estimate - \$9,500
Reimbursables – T&E Estimate - \$500
Total Estimated Fees - \$21,500

Intrinsik Architecture, Inc. 2022 Hourly Billing Rates

Schedule Adjustment:

Estimated Timelines:

Zoning Code Review/Update – 20-24 weeks
80 Acre Zone Map Amendment – 18-20 weeks
80Acre Subdivision – T&E Estimate - 18-24 weeks

SIGNATURES:

Intrinsic Architecture, Inc.
ARCHITECT *(Firm name)*


SIGNATURE

Robert J. Pertzborn, Principal
PRINTED NAME AND TITLE

3.17.22
DATE

Town of West Yellowstone
OWNER *(Firm name)*

SIGNATURE
Town of West Yellowstone,
Authorized Signatory
PRINTED NAME AND TITLE

DATE



Intrinsic Architecture, Inc. 2022 Hourly Billing Rates are as follows:

Senior Principal	\$180.00 per hour
Principal	\$165.00 per hour
Senior Project Manager	\$150.00 per hour
Project Manager III	\$135.00 per hour
Project Manager II	\$120.00 per hour
Project Manager I	\$110.00 per hour
Project Team III	\$100.00 per hour
Project Team II	\$90.00 per hour
Project Team I	\$80.00 per hour
Senior Planner	\$135.00 per hour
Planner III	\$120.00 per hour
Planner II	\$100.00 per hour
Planner I	\$85.00 per hour

Reimbursable mileage expenses for project related vehicle travel outside of Bozeman incurred by Intrinsic staff will be billed at current Internal Revenue Service rates, plus any applicable markup as per individual contract.

Sincerely,

A handwritten signature in black ink, appearing to read "Tad Tsukamoto", is written over a horizontal line.

Tad Tsukamoto, Principal
Intrinsic Architecture, Inc.



March 16, 2022

***Town of West Yellowstone
Dan Walker, Town Manager
440 Yellowstone Avenue West
West Yellowstone, MT 59758***

RE: Agreement for Professional Services
For ***The Town of west Yellowstone***

Dear Client,

Fall Creek Planning, LLC (FCP) appreciates the opportunity to provide the *Town of West Yellowstone* (Client) with this Agreement for Professional Services for *zoning code review and update, 80 acre subdivision and ZMA and other various projects in The Town of West Yellowstone* (Projects).

General Project Background and Professional Services

The current projects are as follows:

Review of the current zoning code aimed at producing a draft of proposed changes and revisions to include suggestions for zoning modifications of the code specifically for the 80 Acres owned by the Town. Produce documentation and application materials for the subdivision and zone map amendment for the 80 Acres owned by the Town.

(Additional Projects may be added during the course of this agreement)

It is anticipated that these services would commence immediately, and services would continue on an ongoing basis and as needed through the completion of the projects. See Appendix A for proposed timelines and estimated costs.

Detailed Scope of Professional Services

I. Development Management services to be provided:

FCP will provide Overall Development Management services for the Development of the projects and act on behalf of the Client as it's Manager to assist in developing and implementing a *zoning code review and update and the subdivision and ZMA of the 80 acres owned by the Town of West Yellowstone* per the goals and

objectives of the Client. Project Planning Consulting, are to be done in collaboration with Intrinsic Architecture who is contracted directly with the Town of West Yellowstone.

A. These services will include the following, but not limited to:

- Analysis of the existing zoning code
 - Review the proposed zoning code draft documents
 - Prepare updated zoning code draft for review and adoption by Town Boards & Town Council
 - Respond to public comment submitted in response to these submittals
 - Provide analysis and prepare subsequent staff reports necessary for City Board or Town Council review
 - Consulting and Preparation of materials for submittals to the Town of West Yellowstone for the Zone Map Amendment & Major Subdivision (Pre-Application, Preliminary Plat, and Final Plat).
 - Project management, correspondence, and coordination with other consultants (civil, wetlands, landscape etc.) as necessary
 - Attend meetings as necessary and/or requested (5 in-person trips budgeted)
 - Additional Services as requested
 - On-call Planning Services as requested
 - Reimbursables as required
- Surveying & Engineering services required are not included in this agreement

Special Conditions and Limitations

- A. All Services to be in accordance with the general standards currently in effect for the applicable jurisdictions and to a level of effort normally provided by similar consultants providing similar services on similar projects.
- B. Client's obligations include, but are not limited to:
 - a. Designating a representative with authority to act on Client's behalf in all matters pertaining to this Agreement.
 - b. Responding promptly to all requests for information made to Client.

Professional Services Fee Schedule

Development Management Services:

Client will be billed at the hourly rate of **\$180.00** per hour. All time will be billed to specific projects as identified above.

Direct Reimbursable Expenses

Direct reimbursable expenses are defined as supplementary to the Services described herein, and shall be billed to the Client at cost and include such items as: Reproduction, Delivery services, Postage, etc. All approved travel and lodging shall be passed on directly to you at cost.

Invoicing

Invoices for Professional Fees are generated monthly and sent electronically via e-mail. Hard copy invoices are not provided unless requested so by Client at execution of this agreement. Invoices are due and payable within ten (10) days of invoice date.

Client will notify FCP of any reasonable objection to any invoice within 5 calendar days of the invoice date or e-mail transmittal, whichever is later. Client will identify the reasons therefore in writing and timely pay that portion of the invoice not in dispute in accordance with this Agreement. Invoices are considered acceptable to Client if no such objections are made. FCP reserves the right to assess a 1.5% per month or 18% per annum interest charge on invoices more than 30 days past due. If invoices remain unpaid past 30 days, we reserve the right to suspend services until all invoices are current.

General Terms and Conditions

Notwithstanding any other provision in this Agreement to the contrary, including any other provision with the same or similar limiting language and including any precedence clause, the parties agree as follows:

A. Standard of Care

Services provided by FCP under this Agreement are performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographical area subject to similar time, financial, or physical constraints imposed on the services by the Client or regulatory agencies.

B. Truth and Accuracy

The Client expressly acknowledges that unless otherwise notified by the Client, FCP is relying on the truth and accuracy of the information contained in any and all information provided by the Client or by others on behalf of the Client. The Client expressly waives any and all claims against FCP and indemnifies FCP against any and all claims or costs incurred because of any inaccuracies, discrepancies, or problems in the documents created as a result of the Services provided, caused by or in any way related to any inaccuracy contained in any document or information relied on, as provided by the Client

C. Confidentiality.

FCP acknowledges and agrees that all Client information and data related to any part of its business ("Confidential Information") are valuable assets of the Client. Except for disclosures reasonably made to advance the business of the Client and information which is a matter of public record, FCP shall not, during the term of this Agreement or after the termination of this Agreement with the Client disclose any Confidential Information to any other third party or use any Confidential Information for the benefit of FCP or any other person, except with the prior written consent of the Client.

D. Return of Documents.

FCP acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, drawings, memoranda, notes, and other documentation related to the business of the Client or containing any Confidential

Information shall be the sole and exclusive property of the Client and shall be returned to the Client upon the termination of this Agreement with the Client or upon the written request of the Client.

E. Duration

Fees contained in this Agreement are based upon the knowledge and information obtained from the Client as of the date of this Agreement. If any changes are made at a later date, a mutual agreement between the Parties is required as to any Additional Services involved.

F. Termination

Either FCP or Client may terminate this Agreement in the event the other party is in default of a material provision of this Agreement. Termination is not effective until 7 days advance written notice is given, during which time such default may be cured, or if such default cannot be cured within that time, then such additional time as may be necessary if within such time the party in default commences cure and thereafter diligently and continuously prosecutes such cure to completion. FCP will be paid by the Client for all of its costs for Services, including overhead and profit, performed through the effective date of termination. If Client is not in breach of this Agreement, FCP is to deliver or otherwise make available to Client completed documents, but FCP is not responsible for the accuracy, completeness, or usefulness of any documents provided by FCP regardless of their state at time of termination or if they are changed, revised, completed, or otherwise altered by Client or by another party.

G. Disputes

In the event that a dispute should arise relating to the performance of the Services to be provided under this Agreement, and should that dispute result in litigation, it is agreed that the prevailing entity is entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorneys' fees, and other claim related expenses.

H. Force Majeure

Neither FCP nor the Client will be liable to the other for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of God, governmental authorities, extraordinary weather conditions, or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either FCP or the Client.

I. Severability and Survival.

If any element of this Agreement is later held to violate a law and is deemed void, all remaining provisions will continue in force. However, the Parties are to proceed in good faith to attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision. All terms and conditions of this Agreement allocating liability and defining indemnities between the Parties will survive the completion of the Services hereunder and the termination of this Agreement for any cause.

J. Governing Law

The law of the State of **Montana** will govern the validity of the Agreement terms, their interpretation and performances.

This Agreement is binding upon the Parties, their heirs, successors, and assigns. Both FCP and the Client have read the foregoing, understand completely the terms and conditions, and willingly enter into this Agreement.

We appreciate the opportunity to provide these Services. In order for us to commence with the Services, please execute and return a copy for our files. Please feel free to contact us at 406-600-8867 or Matsen@FallCreekPlanning.com.

Sincerely,

Marty Matsen
Fall Creek Planning, LLC.

Agreed and accepted this _____ day of _____, 2022

By _____
Town of West Yellowstone, Dan Walker Town Manager

Appendix A:

Compensation Estimate:

Zoning Code Review/Update –	T&E Estimate - \$14,400
80 Acre Zone Map Amendment –	T&E Estimate - \$10,800
80Acre Subdivision –	T&E Estimate - \$18,000
Reimbursables –	T&E Estimate - \$500
Total Estimated Fees -	\$43,700

*Fall Creek Planning Hourly Billing Rates

Proposed Schedule:

Estimated Timelines:

Zoning Code Review/Update –	20-24 weeks
80 Acre Zone Map Amendment –	18-20 weeks
80 Acre Subdivision – T&E Estimate -	18-24 weeks



Town of West Yellowstone

Trail Network Planning and Design

Request for Proposals

I. INTRODUCTION AND PURPOSE OF REQUEST

The Town of West Yellowstone located in Gallatin County, is soliciting Requests for Proposals to assist the Town with Trail Network Planning and Design. The proposed study area will be focused on the Yellowstone Shortline Trail (YST) and the corridor within the Town Limits. The Planning Study Area will also include connections to the Boundary and Frontier Trails (Project Map Attached).

The Town has been awarded a Federal Lands Access Program (FLAP) Grant and is the main funding source for this project. The project is a cooperation of the Town of West Yellowstone, Yellowstone National Park (YNP), the Yellowstone Historic Center (YHC), and the United States Forest Service (USFS).

II. GENERAL INFORMATION

The Town of West Yellowstone is a small community of almost 1,500 people and covering approximately one square mile. During the summer months due to tourists visiting Yellowstone National Park, the population of Town approaches 10,000.

The proposed study will design new safe passage along the northern terminus of the Yellowstone Shortline Trail (YST) within the Town Limits. The YST is part of the Greater Yellowstone Trail system, a 180-mile world-class regional trail system that links two national parks, three national forests, two state parks and several municipal and county parks. Trail construction and paving for the USFS portion are slated to begin in 2022.

The proposed trail's northern link is located within the Town of West Yellowstone. The study area will also explore connections to the Riverside Trail, which provides year around access to Yellowstone Park, the Boundary Trail which connects to Bakers Hole Campground through the National Forest, and the Frontier Trail which connects all of three trails providing access to locals and visitors from both entrances to town.

The planning study will allow for coordination with various stakeholders and user groups, the general public, land managers, and any other interested stakeholders to examine what options are available to improve the corridors and access, and to create a plan to facilitate a transition from planning study to potential project development.

III. SCOPE OF SERVICES

West Yellowstone is searching for a firm that will provide professional contracted services to complete the Planning and Design Study.

A. Lead and Coordinate a Planning Process.

1. The selected firm will lead a planning process in coordination with the Town of West Yellowstone Parks and Recreation Board. The process should include a public engagement process with the Community to gather input and a final presentation to the Town Council and other stakeholders. The Firm should anticipate a minimum of 2-3 trips to West Yellowstone for those activities.
2. The planning proposal will focus on creating solutions and identifying design and cost for constructing the West Yellowstone trail segment that traverses along key roadways and the length of the abandoned rail line. The specific target of the study is to plan development of 1.33 miles of trail and two major road crossings.

IV. DELIVERABLES/OUTCOMES

The following lists the desired deliverables and outcomes for this project.

A. A planning document which at a minimum includes:

1. Thorough review and planning of the trail segments and corridors.
2. Preliminary design and cost estimates, including any identified amenities (benches, lighting, landscaping.)
3. Identify safe routes and crossing for all trail segments within the corridors.
4. Identify any special features or amenities (benches, lighting, landscaping, etc.).
5. Identify any Right of Way issues and solutions for remediation.
6. Identify any areas for future trailheads.
7. Consider a multitude of user groups and modes of transportation in the design.
8. Identifying any environmental concerns and solutions for compliance.
9. Identify historical and architectural preservation proposal features and ensuring that they complement access to Yellowstone National Park and a regional trail system.
10. Ensure that any plans are acceptable and appropriate within the Historic District.
11. Includes ADA compliant features.
12. Signage and trail material proposals in coordination with previous work done by the Shortline Trail Group.
13. Notes and documentation from the public process.
14. Identification of funding sources to complete the project, specifically additional FLAP construction funds.
15. Identify any hazardous materials along the trail pathway and possible remediation if needed. Include any necessary commentary for engaging the state to on an environmental compliance studies that are required under Montana Environmental Policy Acts (MEPA/NEPA).
16. If necessary, identify any utilities in the trail corridor, relocation of possible utilities if needed, and companies with existing permits/agreements of these utilities.
17. Any alternatives identified during the process.

V. SUBMISSION OF REQUESTS FOR PROPOSALS

A. All proposals shall be submitted to and all other correspondence shall be directed to:

Dan Walker, Town Manager

Phone: (406) 646-7795

Email: dwalker@townofwestyellowstone.com

B. All proposals must be received no later than 4 p.m. MST on Friday, April 22, 2022, for full consideration. Please email your Firm's complete RFP, in a single PDF file, to dwalker@townofwestyellowstone.com

C. Inquiries and Questions

Questions and inquiries regarding the RFP will be accepted until 4:00 PM on Friday April 8, 2022. Responses to inquiries and questions will be issued in writing by the Town staff as an addendum and emailed to all parties recorded by the Town as having received a copy of the RFP by 4:00 PM on Friday April 15, 2022.

D. Point of Contact

Respondents shall restrict all contact and questions regarding this RFP to the individual named below. Questions concerning terms and conditions and technical specifications shall be directed in via email to:

Dan Walker, Town Manager

Email: dwalker@townofwestyellowstone.com

E. Firms are discouraged from contacting any Town employee (other than the Town Manager), the Mayor, or any Town Council representative for the purpose of lobbying to secure this agreement. All requests for information shall be made to the Town Manager.

VI. REQUEST FOR PROPOSAL REQUIREMENTS

Please provide the following in your proposal:

- A. Cover letter and introduction including the name, phone number and email address of the person(s) authorized to represent the company regarding all matters related to the proposal.
- B. A description of the Firm, including brief history, number of employees and their disciplines, philosophy regarding client and customer service, location, years in business, biographies of principals, biography of the individual who will be assigned as primary representative to the Town, etc.
- C. A statement indicating how the candidate envisions being able to provide services to the Town and a demonstrated understanding of the expectations of the Town and its residents.
- D. A statement detailing how the firm and its staff are qualified to complete tasks related to the Scope of Services.
- E. A cost estimate for completing the tasks in Section III & IV and a breakdown of per hour rates for any additional services.
- F. A timeline to complete the project. The Town anticipates the process to last no longer than 6 months from the date the agreements are signed, with a preference for a shorter timeline.

- G. An organizational chart identifying team members and their areas of responsibility. A description of the history of the firm and description of the personnel in the regional office.
- H. The names and resumes of the professional staff who will be assigned to the Town of West Yellowstone with a statement committing the aforementioned staff to Town.
- I. Listing of current and relevant projects.
- J. List of current municipal and related clients.
- K. Information regarding the Firm's current and projected workload and its ability to meet project schedules and be available for consultation with Town staff.
- L. Five references (past or current clients). Firms shall provide contact information for at least five municipal client references specifying entity name, address, services provided, contact person, email address, and telephone number.
- M. Firms shall also describe any contracts for services awarded to your firm that have been canceled or terminated for unsatisfactory performance in any respect and a phone number and contact person for that organization. Please also provide a description of any legal proceedings involving your firm related any municipal client or municipal projects that were unresolved or active January 1, 2010, to present.

VII. EVALUATION AND SELECTION

A. Qualification-Based Selection Process

Professional services are procured in accordance with State and local laws. Selection of the most highly qualified respondent will be made on the basis of demonstrated competence and qualifications submitted in response to this RFP.

The Town Manager, with the assistance of the Town staff, will evaluate qualifications based on requirements described in Section VI, and select a firm to recommend to the Town Council. The Town Manager shall make a recommendation to Town Council in a regular public meeting. The Town reserves the right to reject any or all proposals, and is not bound to accept the lowest cost proposal if that proposal is contrary to the best interest of the Town.

B. Selection of the firms to be interviewed shall be based on the following criteria:

1. Firm's Experience and Ability. The Firm's experience with and expertise to deliver the items listed in the Scope of Services at a reasonable cost.
2. Primary Experience. The experience and qualifications of the Firm's staff that will have primary contact with Town staff.
3. Timeliness. The Firm's commitment to delivering work on time and within budget.
4. Reputation. The Firm has a good reputation and can deliver the services as listed.

5. References. The extent to which previous clients have found the Firm's services acceptable.
6. Cost of service. The cost to lead the planning process and deliver the outcomes spelled out in Sections III and IV.
7. Familiarity and experience with Federal, State, and County agencies.
8. Familiarity with FLAP or other Federal Grant Programs.

VIII. PROPOSED AWARD SCHEDULE

The Town anticipates awarding the contract in May 2022.

IX. RESERVATION OF RIGHTS AND CONTRACT REQUIREMENTS

- A. The Town reserves the right to select one or no Firm in response to this RFP.
- B. The Firm, if selected, will be the firm whose RFP is deemed most advantageous to the Town as determined by Town Council.
- C. The Town will require the selected Firm to execute a contract for services.
- D. This RFP does not commit the Town to enter a Contract, or award any services related to this RFP.
- E. Independent Contractor: The Firm agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract is and shall be deemed to be an independent contractor(s), responsible for its respective acts or omissions, and that the Town shall in no way be responsible for Firm's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.
- F. Insurance

By signing and submitting a proposal under this solicitation, the Firm certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences:

Insurance Coverage at least in the following amounts is required:

\$750,000 per claim, \$1.5 million per occurrence

The Town is to be named as additional insured on the Comprehensive General Liability and Automobile Liability policies and this is to be so noted on applicable Certificates of Insurance. The Certificates shall be delivered to the Town prior to the commencement of work.

**MEMORANDUM OF UNDERSTANDING
TOWN OF WEST YELLOWSTONE/GALLATIN COUNTY SHERIFF'S
OFFICE**

This Memorandum of Understanding, ("MOU") is made on the 1st day of January, 2022, between the Town of West Yellowstone, the ("Town"), the Gallatin County Sheriff's Office, the ("Sheriff") and Gallatin County, the ("County").

RECITALS:

WHEREAS, Section 7-11-102, MCA, permits local governments to make the most efficient use of their powers by enabling them to cooperate with other local governmental units on a basis of mutual advantage and thereby to provide services and facilities in a manner that will accord best with the factors influencing the needs and development of local communities;

WHEREAS, Section 7-11-301(2) allows local governments to directly contract for consolidation and transfer of services without the formalities of an interlocal agreement;

WHEREAS, the Town is currently in need of assistance providing law enforcement services to the citizens and businesses within its boundaries and the Sheriff is willing and able to provide such assistance on a temporary basis;

WHEREAS, the Mayor of the Town has appointed an Acting Police Department Administrator to temporarily fulfill the law enforcement duties set forth in Section 7-32-4105, MCA;

WHEREAS, To the extent necessary or allowable by law, the Town, through its Acting Police Department Administrator makes a standing request for assistance to the Sheriff pursuant to Section 44-11-101, MCA throughout the period this MOU is in effect; and

WHEREAS, the County and the Sheriff are agreeable to rendering such law enforcement services, including oversight and administrative assistance, understanding the temporary needs of the Town and agree that the Sheriff can provide such services as are necessary and that the Town will pay the set Deputy current wage and overtime wage for the services provided as set forth in detail below:

NOW THEREFORE, the parties agree as follows:

1. The recitals set forth above are incorporated herein in full.
2. The purpose of this MOU is to provide the terms and conditions of the agreement between the parties for the Sheriff to provide law enforcement coverage for the Town on a temporary basis and for payment for such services.
3. The Sheriff will provide a sufficient number of deputies to cover the shifts requested by the Town, if the Sheriff has such deputies available.
4. The Town shall provide a calendar to the Sheriff in order to schedule shifts for the months of February - June. The Sheriff will notify the Town on a weekly basis the names of the deputies that will be covering the requested shifts. If the Town continues to need coverage into July, a calendar will be provided to the Sheriff no later than June 1, 2022 or no later than the 15th of any month if coverage is needed for any month thereafter. This MOU shall terminate October 1, 2022 unless extended by all parties in writing.
5. Any deputies working in the Town shall answer directly to the Sheriff, however, they shall coordinate with the Town Police Sergeant or designee on a day to day basis regarding any issues that may arise.
6. For the offenses of Assault (§45-5-201, MSA), Partner or Family Member Assault (§45-5-206, MCA) or an offense under Title 61, Chapter 8, Part 4, MCA, that occur within the boundaries of the Town the Sheriff has the exclusive option to charge the crime in Gallatin County Justice Court and have the offense prosecuted by the Gallatin County Attorney's Office. Any felony investigations started by the Sheriff shall be completed by his deputy and prosecuted by the County Attorney's Office.
7. The Sheriff has been provided a memorandum from the Town regarding Court procedures and shall provide the same to the Deputies for offenses that are charged in the West Yellowstone City Court.
8. The Sheriff or his designee shall meet with the Acting Police Department Administrator immediately upon execution of this Agreement and the Administrator and the Sheriff will identify which duties shall be provided by

either the Sheriff or the Town. The list of duties to be performed shall become part of this Agreement.

9. The Town shall continue to maintain its police vehicles, including insurance and such vehicles may be used by the deputies if necessary to perform their duties as set out herein.
10. The Town shall pay the Sheriff the deputy's current wage for regular hours worked and the deputy's overtime rate for any overtime hours worked. The Sheriff must submit claims for the amounts due before either the 1st or 3rd Tuesday of each month in order for the Council to consider the bill at its next meeting.
11. The Town agrees to approve the payment of said claim at the first meeting to be held after the claim is received.
12. The Sheriff and the Acting Police Department Administrator shall be responsible for the day-to-day administration of this MOU.
13. The rendition of such services, the standards of performance, the discipline of deputies and other matters incident to the performance of such services and the control of personnel so employed shall remain with the Sheriff. The employees of the Town shall remain employees of the Town and shall work with and cooperate fully with the Sheriff in the performance of his duties under this Agreement.
14. The County and Sheriff shall maintain liability insurance for the activities of Sheriff in providing law enforcement services to the Town under this MOU. The County and Sheriff shall assume liability for, defend against and hold harmless the Town from all costs or damages including attorney's fees for injury to persons or property caused by the negligence of or intentional misconduct of the Sheriff or Sheriff's personnel in providing or failing to provide such law enforcement services to the Town. The Town shall assume liability for, defend against, and hold harmless the County and Sheriff from all claims and costs of damages including attorney fees for injury to persons or property caused by the Town in its negligent or intentional misconduct in administration of the terms and conditions of this MOU or failing to provide auto insurance for Town motor vehicles driven by deputy Sheriff's.

15. No party shall assign, transfer, or convey any right or obligation set forth in this MOU without the prior written consent of the other party. The undersigned represent that they have authority to enter into this MOU.
16. This MOU constitutes the sole and entire agreement between the parties hereto. No other terms or conditions shall be binding upon either party unless accepted in writing. This MOU supersedes any previous oral or written agreements between the parties.
17. All person employed by the Sheriff in providing general law enforcement services to the Town shall be considered County employees, and they shall not have any benefit, status or right of Town employment. The Town shall not be liable for direct payments of salaries, wages or other compensation to the County employees providing general law enforcement services to it. The Town shall not be liable for indemnity to any County employee for injury or sickness arising out of his or her employment in providing law enforcement services to it. For the sole purpose of giving official status to their acts in performing this MOU, every County Sheriff's deputy or employee engaged in providing general law enforcement service to the town shall be considered an agent of the Town.

Notwithstanding the date of signature of the parties, the terms and conditions of this MOU become effective on the day first written above by:

GALLATIN COUNTY MONTANA

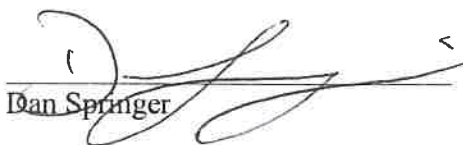


BY: Joe Skinner
Its: Chair, Board of County Commissioners

TOWN OF WEST YELLOWSTONE

BY: Dan Walker
Its: Operations Manager

GALLATIN COUNTY SHERIFF



Dan Springer

APPLICATION TO MAINTAIN AN ENCROACHMENT

Town of West Yellowstone
Gallatin County, Montana

DATE: 3-7-2022
APPLICANT: Westmart Building Center
ADDRESS: 100 S. Faithful St PO Box 50 WY MT 59758
PHONE: 406-646-9578
INTEREST IN PROPERTY: 100% owner

OWNER OF RECORD'S SIGNATURE: Greg W. Forsythe

1. LEGAL DESCRIPTION:
Subdivision: Grizzly Park Addition
Block: 5 Lot: 1
Zoning District Number: _____

2. Please describe specifically the construction and size of the proposed encroachment. On the reverse of this application, please provide a sketch of the proposed encroachment. Encroachment of 15' for greenhouse during the summer (90 days) starting May 1

Westmart Bldg Center
Signature of Applicant
Greg W. Forsythe

DATE 3-7-2022

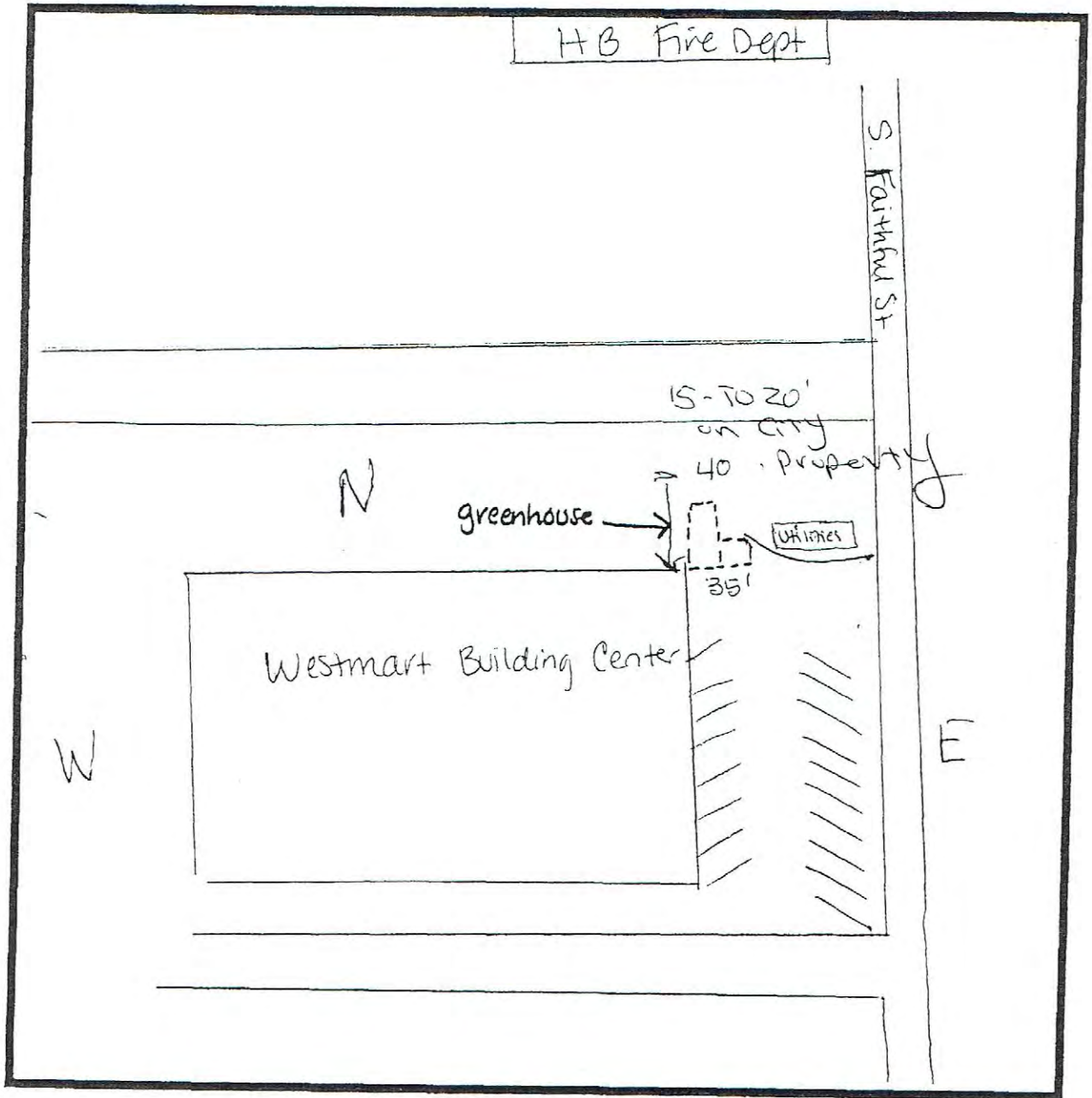
For Office Use Only:
DECISION BY TOWN COUNCIL

Approved Disapproved

Mayor/Operations Manager

DATE

North ↑



PLEASE INDICATE DIRECTION

West Yellowstone Public Library Board of Trustees
23 N Dunraven
West Yellowstone, MT 59758]

March 3, 2022

Town of West Yellowstone
440 Yellowstone Ave.
West Yellowstone, MT 59758

Lease Extension Request for 23 N. Dunraven

Dear Town of West Yellowstone,

Please accept this letter as a formal request for an extension to the lease for 23 N. Dunraven. Currently, the lease is set to expire on March 12th, 2022. We would like to amend that date to end on March 12th, 2027.

We would like to meet with the Town Manger to discuss modifications to the lease regarding description of premises, and usage.

Feel free to contact me with any questions or to discuss this matter.

Sincerely,



03/03/2022

Trent Redfield
West Yellowstone Public Library Board of Trustees, Chair

LIBRARY LEASE AND LIBRARY SERVICES AGREEMENT

THIS LIBRARY LEASE AND LIBRARY SERVICES AGREEMENT is entered into this 13th day of March, 2017, by and between the Town of West Yellowstone ("Town" or "Lessor"), a Montana municipal corporation, Box 1570, West Yellowstone, Montana 59758, and West Yellowstone Library Board of Trustees ("Library Board" or "Lessee"), Box 370, West Yellowstone, MT 59758.

WITNESSETH:

WHEREAS, the Town is the owner of the building and premises described below and wishes to lease library space therein; and

WHEREAS, the Library Board desires to lease the premises and operate a library therein; and

WHEREAS, the Town and Library Board desire to cooperate in providing the citizens and visitors of West Yellowstone with the library services that are appropriate and affordable for the community, and

WHEREAS, the Town and Library Board desire to enter into an agreement setting forth their respective rights and obligations regarding the premises and the provision of library services therein.

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

1. Description of Premises. The Town hereby demises and leases to the Library Board the premises presently known as the WEST YELLOWSTONE LIBRARY, located at 23 N. Dunraven St., West Yellowstone Montana, and further described as the real property together with all improvements and appurtenances on Lot 6 of Block 27, Original Town site, Town of West Yellowstone, Gallatin County Montana (hereafter "the premises"). The upstairs vault and the downstairs office are excluded from this lease. This space is leased to Yellowstone Historic Center (YHC). The Lessee shall provide access to YHC space with reasonable notification.
2. Use of Premises. The premises leased to the Library Board shall be used exclusively for providing library and related services to residents and visitors.
3. Term of Lease. The Town leases the premises to the Library Board for a term of five (5) years, subject to defeasance or default as later described in this lease. The term of the lease shall commence on March 13, 2017 and shall terminate on March 12, 2022.
4. Renewal of Lease. The Town hereby grants the Library Board the right to request an extension of this lease for an additional five years, until March 12, 2027. This right to request an extension is subject to good faith negotiations between the Town and the Library Board concerning the amount of rent to be paid and whether or not other material provisions of the lease should be modified to reflect the circumstances existing between the parties on expiration of the first term. In determining whether or not to grant a request for extension, the Town may consider all reasonable and relevant factors concerning the quality of library services provided to the community by the Library Board. The Library Board shall notify the

Town in writing of its desire to renew this lease for an additional five-year term at least six (6) months before its expiration.

5. Rental Payments. The Library Board shall pay the Town a rental amount of One Dollar (\$1.00) per year for the entire term of this lease, payable at the beginning of the lease period. Payment shall be made to the Town at 440 Yellowstone Ave (PO Box 1570), West Yellowstone, MT 59758.
6. Possession. The Town shall deliver possession of the premises to Library Board on or before March 13, 2017.
7. Definition of "Capital Improvement" and "Maintenance and Repair." As more generally described below, the Town is responsible for the cost of any capital improvement to the premises, while Library Board is responsible for maintenance and repair of the premises. The term "capital improvement" means any permanent alteration or modification to the premises, equipment or facilities that (i) substantially increases its value, (ii) substantially prolongs its life, or (iii) adapts it to an entirely new use. In the event of a dispute between the parties concerning the definition of "capital improvement," the parties shall look to Section 263(a) of the Internal Revenue Code for guidance, including regulations, IRS interpretations or court cases construing this section. Capital improvements must cost more than \$5000 and must have a life expectancy of five (5) years or more. Any alteration, modification or other work of any kind performed on the premises, that does not constitute a "capital improvement" qualifies as "maintenance or repair."
8. Capital Improvements. The Town is solely responsible for the cost of capital improvements to the premises. The Town will consult with Library Board concerning necessary or desired capital improvements on the premises; however, any substantial modification or alteration to the premises is subject to the Town's discretion and prior approval.
9. Maintenance and Repair. As a general principle, maintenance and repair of the leased premises is the sole responsibility of the Library Board, except that the following items will be performed by or at the sole expense of the Town: maintenance of lawns and landscaping and removal of snow from the parking lot adjacent to the premises. Library Board shall remove snow and otherwise maintain the walkway from the parking lot to the entrance of the premises.
10. Taxes and Utilities. The Town shall be solely responsible for public or private utility services of any kind furnished to the premises during the term of this lease, including telecommunication services. The Town shall also be responsible for all taxes and assessments to the property and building.
11. Casualty Insurance. The Town shall keep all buildings and improvements on the leased premises insured against loss or damage by fire or other standard peril in an amount it deems appropriate and shall maintain casualty insurance for fire or other standard peril on the personal property and leasehold improvements contained in the premises.

12. Liability Insurance. The Town shall maintain liability insurance in accordance with Montana statutory limits on municipal liability, presently in the amount of \$750,000.00 per person and \$1,500,000.00 per occurrence.
13. Assignment or Sublease. Library Board may not assign any of its rights or obligations under this lease, nor may it sublease all or any portion of the leased premises, without the prior written approval of the Town. Because of the nature of this lease and the unique relationship between the Town and Library Board, the Town may withhold approval for assignment or sublease for any reason it deems appropriate.
14. Unlawful Activity or Nuisance. Library Board shall neither use nor occupy the leased premises in any manner that violates federal, state or local law or regulation. Library Board shall not use the leased premises in any manner that constitutes a public or private nuisance.
15. Improvements. All improvements to the leasehold premises, whether paid for by the Town or Library Board, shall become the sole property of the Town upon the expiration or termination of this lease. All improvements made to the premises must be reviewed and approved by the Town prior to installation. All personal property owned or purchased by Library Board that is not permanently affixed to the premises shall remain its property upon expiration or termination of this lease.
16. Annual Review. The Town and Lessee may meet as needed to review the lease agreement, propose modifications and discuss service provisions. Modifications to the agreement may be made at any time by mutual agreement of the parties. In the event that mutual agreement on modifications is not possible, the Town may, at its sole discretion, terminate the lease. Under these circumstances of termination, the effective date of termination may be no sooner than one year from the date that notice of termination is issued by the Town.
17. Default or Breach. The following events shall constitute a default or breach of this agreement by Library Board:
 - a. If Library Board assigns or attempts to assign all or any portion of this agreement without prior written permission of the Town;
 - b. If Library Board sublets or attempts to sublet all or any portion of the leased premises without the prior written permission of the Town;
 - c. If Library Board ceases operation of a library in the premises;
 - d. If Library Board vacates or abandons the leased premises;
 - e. If Library Board causes a construction lien or any other lien to be placed on the premises;
or
 - f. If Library Board fails to comply with any material condition or provision of this lease.

If Library Board is in default of this lease as described above, then the Town must provide written notice of the alleged default and, if appropriate, explain how the default can be cured. If Library Board has not cured the default within thirty (30) days of mailing the written notice, then the Town may terminate this lease and take immediate possession of the leased

of.

premises. Exercise of its termination rights does not preclude the Town from pursuing any other right or remedy it may have under law or this agreement.

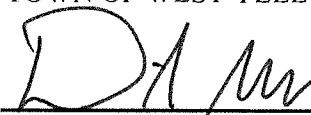
18. Notice. Any default or other notice required or permitted by this agreement must be served on either party in writing either by first-class mail or in person at the respective addresses set forth at the beginning of this agreement. Either party may also use this notice procedure to inform the other of a change of address.
19. Right of Entry. Library Board shall permit the Town, its agents or employees to enter the leased premises at all reasonable or necessary times to inspect the premises, to perform work thereon, or to conduct any other activity that is reasonably related to the Town's interest in the premises. When no emergency exists that requires immediate entry, the Town shall make a reasonable effort to provide Library Board with oral or written notice at least 24 hours before entry.
20. Warranty of Condition/Independent Investigation. The Town makes no express or implied warranty or representation concerning the existing condition of the leased premises. Library Board has made an independent investigation of the leased premises and agrees to accept the premises in their present condition and state of repair
21. Venue and Attorney's Fees. Venue for any litigation between the parties shall be proper only in Gallatin County, Montana. In the event of litigation between the Town and Library Board, the prevailing party shall be entitled to all its reasonable costs and attorney's fees incurred during the litigation, both in the trial court and on appeal.
22. Governing Law. This agreement shall be governed by Montana law.
23. Entire Agreement. This document is the entire agreement between the parties and shall supersede all prior oral or written agreements or understandings. If the parties mutually desire to amend or modify this agreement, then such amendment or modification must be in writing and be signed by an appropriate representative of each party.
24. Successors. This Agreement shall bind Library Board's heirs, successors and assigns.

DATED the day and year first above written.

WEST YELLOWSTONE LIBRARY BOARD
OF TRUSTEES


By: Mike Bryers, Chair

TOWN OF WEST YELLOWSTONE


By: Daniel Sabofsky, Town Manager



Received
3/7/22
PR

APPLICATION FOR BOARDS AND COMMITTEES

Name Keith Handrickson Date 3/7/22
Address 609 N. Electric PO Box 1032
City W. Yellowstone State MT Zip 59758
Phone (Home): N/A (Work): N/A (Cell/Other): 425-765-3477
E-Mail Address: 725Keith@gmail.com

Are you a resident of West Yellowstone? 50% Length of residency in West Yellowstone: Since 2019

Board or Committee you are applying for: Planning

Occupation: Retired

Employer: N/A

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

If so, which board, and for how long? _____

Past Memberships and Associations: FAHA (Flying Aces Homeowner Association) Board member

Current Memberships and Associations: FAHA - MAOA

List any relevant qualifications and/or related experience? Attach any additional information or a resumé, if you prefer: 4 year as Board Member FAHA

Developing a LLC to purchase Crest Airport (Norm Grier Field) S-36 by Home owners FAHA.

What are your primary objectives for serving on this board? Look Forward to the Development of the 80 Acres. Bring more worker Housing to the City. See a more structured development to the area

References (Individual or Organization):

Jeff Miller FAHA Pres. Phone: 206-390-7848
Brad Herneke Phone: 206-979-2846
Andie Withner MT Trust Land Co Phone: 406-289-3145

Signature: Keith W. Handrickson Date: 3/07/2022

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.