

Town of West Yellowstone

Tuesday, September 6, 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 Reports

Purchase Orders ∞ #6551 Montana Correctional Enterprises - sign shop, \$5901.45

Claims ∞

Business License Applications ∞ Madison Drywall and Painting
Roam Property Management

Consent Agenda ∞ Minutes of the August 16, 2022 Town Council Meeting
Minutes of the August 30, 2022 Town Council Work Session

Town Manager & Staff Reports ∞

Advisory Board Reports

Police Officer Oath of Office, Chief of Police Mike Gavagan

ACTION ITEMS

City Judge Reappointment, Larry Jent	Discussion/Action ∞
Tourism Business Improvement District, Board of Trustees Appointment	Discussion/Action ∞
West Yellowstone/Hebgen Basin Solid Waste Board, Town Representative	Discussion/Action ∞
Yellowstone Nature Connection, Presentation and Property Lease	Discussion/Action ∞
Staffing Plan Update	Discussion/Action ∞
Performance Review, Town Manager Dan Walker – Potential Executive Session	
Correspondence/FYI/Meeting Reminders	

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



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

Public Hearing/Public Meeting

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

Oral Communication

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

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

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

General Town Council Meeting Information

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

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P.O. BOX 1570

**TOWN OF WEST YELLOWSTONE
MONTANA**

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

info@townofwestyellowstone.com

PURCHASE ORDER 1000-430200-243

Date 8-22-22

Ship Via

Order No. 006551

Department PUBLIC SERVICES

TO: MONTANA CORRECTIONAL ENTERPRISES / sign shop

ADDRESS:

PLEASE FURNISH THE TOWN OF WEST YELLOWSTONE WITH:

Quantity	Description
	Signage needs for PUBLIC WORKS & POLICE DEPT

Estimated Cost \$ 5,901.45

Authorized By

Requested By:

VENDOR COPY - White OFFICE COPY - Canary

Simms.West Yellowstone Street Signs.Price Quote.08-03-22

LINE#	File Name	Material	Width in inches	Height in inches	Quantity	Price Each	Total Price
#1	STOP	Plotted Red over white Diamond Grade with anti graffiti laminate on .080 Aluminum	30	30	10	\$162.90	\$1,629.00
#2	ALL WAY	Plotted Red over white Diamond Grade with anti graffiti laminate on .080 Aluminum	18	6	10	\$26.65	\$266.50
#3	25 MPH	Plotted Black over white Diamond Grade with anti graffiti laminate on .080 Aluminum	18	24	5	\$98.65	\$493.25
#4	NO THRU TRUCKS	Plotted Black over white High Intensity Prismatic with anti graffiti laminate on .080 Aluminum	18	24	6	\$89.65	\$537.90
#5	LANE ENDS MERGE LEFT	Plotted Black over Fluorescent Yellow Diamond Grade with anti graffiti laminate on .080 Aluminum	36	36	6	\$299.65	\$1,797.90
#6	RIGHT LANE ENDS	Plotted Black over Fluorescent Yellow Diamond Grade with anti graffiti laminate on .080 Aluminum	36	36	2	\$299.65	\$599.30
#7	STOP AHEAD (with symbol in Red)	Plotted Black and Red over Fl. Yellow Diamond Grade with anti graffiti laminate on .080 Aluminum	24	24	4	\$144.40	\$577.60
#8	CAUTION SNOW REMOVAL AHEAD	Plotted Black over Orange High Intensity Prismatic with anti graffiti laminate on .080 Aluminum	36	36	4	\$268.15	\$1,072.60
#9	ROAD NARROWS	Plotted Black over Orange High Intensity Prismatic with anti graffiti laminate on .080 Aluminum	24	24	2	\$119.40	\$238.80
#10	TRUCK CROSSING	Plotted Black over Orange High Intensity Prismatic with anti graffiti laminate on .080 Aluminum	24	24	2	\$119.40	\$238.80
#11	NO PARKING ANYTIME	Plotted Red over white Engineer Grade Prismatic with anti graffiti laminate on .080 aluminum	12	18	10	\$45.40	\$454.00
#12	NO PARKING HERE TO CORNER	Plotted Red over white Engineer Grade Prismatic with anti graffiti laminate on .080 aluminum	12	18	10	\$45.40	\$454.00
#13	DANGER HEAVY EQUIPMENT CROSSING	Plotted Black & Red over white High Intensity Prismatic with anti graffiti laminate on .080 alum.	48	24	2	\$284.00	\$568.00
#14	NO CAMPING OR SLEEPING IN VEHICLES	Printed reflective with gloss laminate on .080 aluminum	12	18	10	\$40.25	\$402.50
						TOTAL:	\$9,330.15

Price quote is valid for 30 days from above date and includes NO CHARGE shipping by Teamsters/MCE Truck.

5,901.45

Signs on line 1 - 13 include anti graffiti laminate to protect signs for manufacturer guaranteed period of up to 14 years.

Done

MCE Design Department

350 Conley Lake Rd.
Deer Lodge, MT 59722
(406) 415-6271



CTT

Customer: Town of W. Yellowstone	Item: Danger Sign	Contact: Jon Simms	Date: 08-03-22
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Comments/Changes: 48" x 24"

Contact us : CORMCEPrintSignPlate@mt.gov

Proof Version: 1

QA:



36" x 36"



W9-1R
36" x 36"



W9-2L
36" x 36"



W3-1 (24" x 24")



W5-1 (24" x 24")



W8-6 (24" x 24")

Customer: Town of W. Yellowstone

Item: Road Narrows Sign

Contact: Jon Simms

Date: 08-03-22

Comments/Changes: 36" x 36"; 24" x 24"

Contact us : CORMCEPrintSignPlate@mt.gov |

Proof Version: 1

QA:

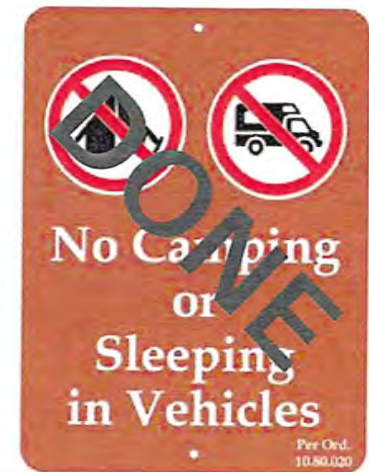
R1-1 (30" x 30")



R1-4 (18" x 6")



R2-1
18" x 24"



18" x 24"



R5-4a (12" x 18")



(12" x 18")



R7-3a (12" x 18")

Customer: Town of W. Yellowstone | Item: Stop Sign

Contact: Jon Simms

Date: 08-03-22

Comments/Changes: 30" x 30"; 18" x 6", 18' x 24"; 12" x 18"

Contact us : CORMCEPrintSignPlate@mt.gov |

Proof Version: 1

QA:

09/02/22
13:50:34

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 9/22

Page: 1 of 6
Report ID: AP100

FSB - Operating account
* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
49338		95 Energy West-Montana	934.28					
	08/26/22	nat gas 210361788 updl	313.38		UPDH	1000 411252	344	101000
	08/26/22	nat gas 210360293 Police	31.22		POLBLD	1000 411258	344	101000
	08/26/22	nat gas 210361746 Pub Services	21.26		STREET	1000 430200	344	101000
	08/26/22	nat gas 210361811 old firehall	23.26		PARK	1000 460430	344	101000
	08/26/22	nat gas 210363966 old bld ins	21.26		STREET	1000 430200	344	101000
	08/26/22	nat gas 210360540 library	25.25		LIBBLD	1000 411259	344	101000
	08/26/22	nat gas 210364599 Povah	263.23		POVAH	1000 411255	344	101000
	08/26/22	nat gas 210361697 Iris Lift St	43.16		PUBSVC	1000 430200	344	101000
	08/26/22	nat gas 210365425 Twn Hall	163.04		TWNHAL	1000 411250	344	101000
	08/26/22	nat gas 210361655 Mad Add Sewe	29.22		SEWER	5310 430600	344	101000
49340		266 Utilities Underground Location	40.82					
	2085367	08/31/22 excavation notifications	20.41		SEWER	5310 430600	357	101000
	2085367	08/31/22 excavation notifications	20.41		WATER	5210 430500	357	101000
49342		2264 MORNING GLORY COFFEE & TEA	33.75					
	493603	08/24/22 Dispatch coffee	33.75		DISP	1000 420230	220	101000
49346		2813 Century Link	1,560.72					
	08/19/22	E911 Viper 255-9710	988.12		E911	2850 420750	345	101000
	08/19/22	E911 Viper 255-9712	29.05		E911	2850 420750	345	101000
	08/19/22	E911 Viper 646-5170	122.82		E911	2850 420750	345	101000
	08/19/22	Alarm Lines 646-5185	102.06		TWNHLL	1000 411250	345	101000
	08/19/22	Police - 646-7600	318.67		POLICE	2850 420750	345	101000
49350		2088 Town West Yellowstone	971.03					
	09/01/22	utility chrgs, Chamber, 895	114.18		BLDGS	1000 411257	340	101000
	09/01/22	utility chrgs, UPDL, 892	105.31		BLDGS	1000 411252	340	101000
	09/01/22	utility chrgs, PS Shops, 884	47.57		BLDGS	1000 411253	340	101000
	09/01/22	utility chrgs. Povah Ctr, 887	208.63		BLDGS	1000 411255	340	101000
	09/01/22	utility chrgs, Police Dept, 886	60.68		BLDGS	1000 411258	340	101000
	09/01/22	utility chrgs, City Park, 885	167.04		BLDGS	1000 411253	340	101000
	09/01/22	utility chrgs, Library, 891	51.73		LIBBLD	1000 411259	340	101000
	09/01/22	utility chrgs, Twn Hall, 921	215.89		TWNHAL	1000 411250	340	101000
49356		42 Fall River Electric	10,075.81					
	08/22/22	PARK, old firehouse 2901001	41.28		PARK	1000 411253	341	101000
	08/22/22	povah comm ctr 4212001	219.86		POVAH	1000 411255	341	101000
	08/22/22	unmetered lights 4212004	1,451.25		STLITE	1000 430263	341	101000
	08/22/22	RR Well 4212005	39.00		WATER	5210 430500	341	101000
	08/22/22	SEWER LIFT STATION 4212006	330.07		SEWER	5310 430600	341	101000
	08/22/22	SEWER PLANT 4212007	1,387.15		SEWER	5310 430600	341	101000
	08/22/22	POLICE 4212008	131.01		POLICE	1000 411258	341	101000

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	08/22/22	TOWN HALL 4212009	412.03		TWNHLA	1000 411250	341	101000
	08/22/22	ICE RINK 421010	59.50		PARKS	1000 411253	341	101000
	08/22/22	South Iris Street Well 4212013	1,607.93		WATER	5210 430500	341	101000
	08/22/22	MAD SEWER LIFT 4212014	131.23		SEWER	5310 430600	341	101000
	08/22/22	Hayden/Grouse Well 4212015	51.11		WATER	5210 430500	341	101000
	08/22/22	911 Tower 4212016	39.00		911	2850 420750	341	101000
	08/22/22	MADADD H20 Tower 4212017	53.87		WATER	5210 430500	341	101000
	08/22/22	SHOP 4212018	132.40		STREET	1000 430200	341	101000
	08/22/22	ANIMAL 4212029	55.62		ANIML	1000 440600	341	101000
	08/22/22	CLORINATOR 4212030	39.16		WATER	5210 430500	341	101000
	08/22/22	Electric Well 4212031	43.30		WATER	5210 430500	341	101000
	08/22/22	PARK 4212032	79.67		PARKS	1000 411253	341	101000
	08/22/22	UPDH 4212041	126.45		UPDH	1000 411252	341	101000
	08/22/22	SEWER TREAT SERV 4212046	3,529.46		SEWER	5310 430600	341	101000
	08/22/22	LIBRARY 23 dunraven 4212054	115.46		LIBR	1000 411259	341	101000
49357		2546 Century Link QCC	13.57					
	305196535	08/24/22 long dist chg 406-646-7600	13.57		DISPAT	1000 420160	345	101000
49358		1514 Verizon Wireless	1,144.65					
21 Smartphones								
5 laptops								
	08/20/22	640-0108, Police	40.22		POLICE	1000 420100	345	101000
	08/20/22	640-0121 Laptop	40.01		POLICE	1000 420100	345	101000
	08/20/22	640-0141 Street SP	40.22		STREET	1000 430200	345	101000
	09/20/22	640-0159 Street SP	40.22		STREET	1000 430200	345	101000
	08/20/22	640-0606 911 Dispatch	40.22		911	1000 420160	345	101000
	08/20/22	640-1103, Operator SP	40.22		STREET	1000 430200	345	101000
	08/20/22	640-1460, Library Dir, SP	40.22		LIBRAR	2220 460100	345	101000
	08/20/22	640-1461, S & W operator, SP	40.22		SEWER	5310 430600	345	101000
	08/20/22	640-1462, S & W Super, SP	40.22		WATER	5210 430500	345	101000
	08/20/22	640-1463, Deputy PSS, SP Sspnd	40.22		PARKS	1000 460430	345	101000
	08/20/22	640-1472, Ops Mgr, SP	40.22		ADMIN	1000 410210	345	101000
	08/20/22	640-1676, Rec Coor, SP	40.22		REC	1000 460440	345	101000
	08/20/22	640-1754, COP, SP	40.22		POLICE	1000 420100	345	101000
	08/20/22	640-1755, Police	40.22		POLICE	1000 420100	345	101000
	08/20/22	640-1756, Police	40.22		POLICE	1000 420100	345	101000
	08/20/22	640-1757, Police	40.22		POLICE	1000 420100	345	101000
	08/20/22	640-1758, Head Dispatcher	40.22		DSPTCH	1000 420160	345	101000
	08/20/22	640-1759, Police	40.22		POLICE	1000 420100	345	101000
	08/20/22	640-7547, Street SP	40.22		PARKS	1000 460430	345	101000
	08/20/22	640-9074, PSS, SP	40.22		STREET	1000 430200	345	101000
	08/20/22	640-2195 683 laptop	40.01		POLICE	1000 420100	345	101000
	08/20/22	640-2551 COP laptop	40.01		POLICE	1000 420100	345	101000
	08/20/22	641-0184 686 laptop	40.01		POLICE	1000 420100	345	101000

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TOWN OF WEST YELLOWSTONE
Claim Approval List
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FSB - Operating account
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Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	08/20/22	641.0207 681 laptop	40.01		POLICE	1000 420100	345	101000
	08/20/22	640-2354 Social Services	40.22		SOCSE	1000 450135	345	101000
	08/20/22	640-2629 City Judge	40.22		COURT	1000 410360	345	101000
	08/20/22	640-1461 Equip Oper new phone	49.99		STREET	1000 430200	212	101000
	08/20/22	640-1463 Equip Oper new phone	49.99		STREET	1000 430200	212	101000
49360		73 Westmart Building Center	3,675.99					
	08/27/22	Street Supplies	646.29		STREET	1000 430200	220	101000
	08/27/22	Street buildings	244.57		STREET	1000 430200	366	101000
	08/27/22	Sewer Supplies	91.52		SEWER	5310 430600	220	101000
	08/27/22	Water Supplies	930.41*		WATER	5210 430500	220	101000
	08/27/22	Police Supplies	5.70		POLICE	1000 420100	220	101000
	08/27/22	Town Hall Building	1,381.91		TWNHLL	1000 411250	366	101000
	08/27/22	Town Hall Supplies	9.49		TWNHLL	1000 411250	220	101000
	08/27/22	Building Dept Supplies	17.08		BULDNG	1000 420531	220	101000
	08/27/22	Park Supplies	349.02		PARK	1000 460430	220	101000
49361		3242 Fisher's Technology	13.19					
	1058094 08/25/22	copy fee	13.19		FINADM	1000 410510	356	101000
49364		999999 LIWEN CHANG	1,500.00					
	08/17/22	Exonerated Bond Chang	1,500.00		COURT	7469 212401		101000
49365		999999 YINING SUN	25.00					
	08/18/22	Exonerated Bond Sun	25.00		COURT	7469 212401		101000
49366		171 Montana Food Bank Network	1,507.89					
	27614-1 08/18/22	Food Bank Supplies	1,507.89		HELP	7010 450135	220	101000
49367		2977 Staples Credit Plan	150.27					
	3105123921 07/16/22	Paper, Staples	71.06		FINADM	1000 410510	220	101000
	3119481661 08/10/22	Calendar,sharpies,accordii	70.72		FINADM	1000 410510	220	101000
	3119481661 08/10/22	Calendar	8.49		SOCSE	1000 450135	220	101000
49368		1454 Bozeman Chronicle/Big Sky	60.00					
	268076 08/12/22	Notice of PublicHearingBudget	60.00		ADMIN	1000 410210	327	101000
49369		1140 Sagebrush Floral	49.92					
	114105 08/11/22	Balloons for Barbeque	29.12		LEGIS	1000 410100	220	101000
	114110 08/24/22	Balloons for Lanie's Party	20.80		LEGIS	1000 410100	220	101000

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Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
49370		2952 DIS Technologies	1,355.99					
	10096	08/11/22 OptiPlexTowerSocSerDianna	1,355.99		SOC SER	1000 450135	212	101000
49371		2099 Quick Print of West Yellowstone	335.00					
	16601	08/15/22 1500 Envelopes	315.00		ADMIN	1000 410210	220	101000
	16671	08/26/22 Water sample locate map	20.00		WATER	5210 430500	251	101000
49372		999999 SONIA MEHR	25.00					
		08/26/22 Refund Summer Rec Fees Mehr	25.00		SUM REC	1000 346051		101000
49373		999999 KNUTE OLSON	50.00					
		08/26/22 Refund Summer Rec Fees Olson	50.00		SUM REC	1000 346051		101000
49374		999999 JOSEPH REINSCH	100.00					
		08/26/22 Refund Summer Rec Fees Reinsch	100.00		SUM REC	1000 346051		101000
49375		999999 MARIEL TREJO	295.00					
		08/26/22 Refund Summer Rec Fees Trejo	295.00		SUM REC	1000 346051		101000
49376		2182 Gallatin County	6,382.30					
	07312022	07/31/22 GCSO Deputy CoverageforJuly	6,382.30		POLICE	1000 420100	110	101000
49377		2537 Balco Uniform Co., Inc.	101.02					
	71606-2	08/23/22 Uniforms Griffel	101.02		POLICE	1000 420100	226	101000
49378		60 Westgate Station	4,000.00					
		08/10/22 8 months Stage storage	4,000.00		PARKS	1000 460430	369	101000
49379		2455 Tri State Excavating, LLC	73,534.00					
	11663	08/12/22 CastingPondBidPhase1	73,534.00		PRESER	4000 460460	930	101000
49380		3241 Bridger Analytical Lab	392.00					
	2208238	08/12/22 Aug22total coliform/E.coli	280.00		WATER	5210 430500	348	101000
	2208564	08/28/22 SpecAug22total coliform/E.col	112.00		WATER	5210 430500	348	101000
49381		3309 AQUAPRO	1,290.72					
	A22-157	08/16/22 (12)HoseConnectbreaker/Hosebi	279.36*		WATER	5210 430500	220	101000
	A22-159	08/29/22 (6) Hose Nozzle	1,011.36*		WATER	5210 430500	220	101000

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FSB - Operating account
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Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
49382		1864 Loomis Family Limited	42.48					
	08/25/22	92 Ford Fuel	42.48		STREET	1000 430200	231	101000
49383		1925 Bearing & Industrial Sales, Inc.	139.91					
	145034-2	07/29/22 (10) 14oz fgl	121.40*		WATER	5210 430500	220	101000
	145300-2	08/02/22 M-cam & dust cap	18.51*		WATER	5210 430500	220	101000
49384		3315 IAS EnviroChem	1,052.00					
	2204640	08/17/22 Wastewater testing	1,052.00		SEWER	5310 430600	348	101000
49385		2107 Department of Labor & Industry	36.00					
	28061	08/17/22 Operating Certificate fee	36.00		BULDNG	1000 420531	335	101000
49386		3179 Yellowstone Point S	57.40					
	18316	08/24/22 Cement mixer Trailer Tire Repa	57.40		STREET	1000 430200	361	101000
49387		3369 Graham Ward	1,047.00					
	3051	08/24/22 Paper Dispenser Refills	1,047.00		PARKS	1000 460430	220	101000
49388		3261 Targhee Services	683.59					
	7252022	07/25/22 Flat repair	30.00		STREET	1000 430200	361	101000
	7262022	07/26/22 RechargeFreon/Brake repair	90.00		STREET	1000 430200	361	101000
	8152022	08/15/22 17DodgeramEmissions leak	75.00		STREET	1000 430200	361	101000
	812022	08/01/22 17DodgeRam1500Oil,doorlatch	488.59		STREET	1000 430200	361	101000
49389		1085 JD Speciality Services	80.00					
	3847	08/18/22 F350-Oil leak	80.00		STREET	1000 430200	361	101000
49390		3066 Core & Main	1,288.00					
	R304533	08/11/22 EZ Street Cold Asphalt	1,288.00		STREET	1000 430200	220	101000
49391		2586 Waxie Sanitary Supply	2,670.22					
	81103337	08/12/22 Spray,TP, PT, sanitizer,deod	2,670.22		PARKS	1000 460430	220	101000
49392		3218 Shred the Thread	420.00					
	0022-23-1	08/30/22 Summer Rec Tshirts	420.00		SUMREC	1000 460449	220	101000
49393		2997 The New Yorker	169.99					
	09/01/22	1 yr subscription	169.99		LIBRY	2220 460100	215	101000
# of Claims 40			Total: 117,304.51					

09/02/22
13:50:35

TOWN OF WEST YELLOWSTONE
Fund Summary for Claims
For the Accounting Period: 9/22

Page: 6 of 6
Report ID: AP110

Fund/Account	Amount
1000 General Fund	
101000 CASH	\$27,750.43
2220 Library	
101000 CASH	\$210.21
2850 911 Emergency	
101000 CASH	\$1,497.66
4000 Capital Projects/Equipment	
101000 CASH	\$73,534.00
5210 Water Operating Fund	
101000 CASH	\$4,668.04
5310 Sewer Operating Fund	
101000 CASH	\$6,611.28
7010 Social Services/Help Fund	
101000 CASH	\$1,507.89
7469 City Court - Judge Jent	
101000 CASH	\$1,525.00
Total:	\$117,304.51



Town of West Yellowstone Business License Application

Business Name: Roam Property Management
 Applicant: Mindy Morris
 Contact Person: Mindy Morris
 Mailing Address: PO Box 1847
 Physical Address of Business: 317 Gibson Ave
 Phone Number: (406) 640-0350 Fax Number: _____
 Email Address: roamproperties@gmail.com Website: www.roamproperties.com

Signature of Property Owner of Record: [Signature] Tim Whitman

Subdivision: ORIGINAL PLAT, S34, T13S, R05E
 Block: 4 Lot: 6

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) N/A
- If this business is located in Grizzly Park, has the business been approved by the Grizzly Park Architectural Committee (GPAC)? ☐ Yes ☐ No N/A

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.

OFFICE FOR PROPERTY MANAGEMENT COMPANY, Storage of Supplies, dispatch of cleaners

Business License Fee: \$50⁰⁰
 Resort Tax Bond: \$

Total Amount Due: \$50⁰⁰

[Signature]
 Signature of Applicant

Signature of Applicant
8/19/22
 Date

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

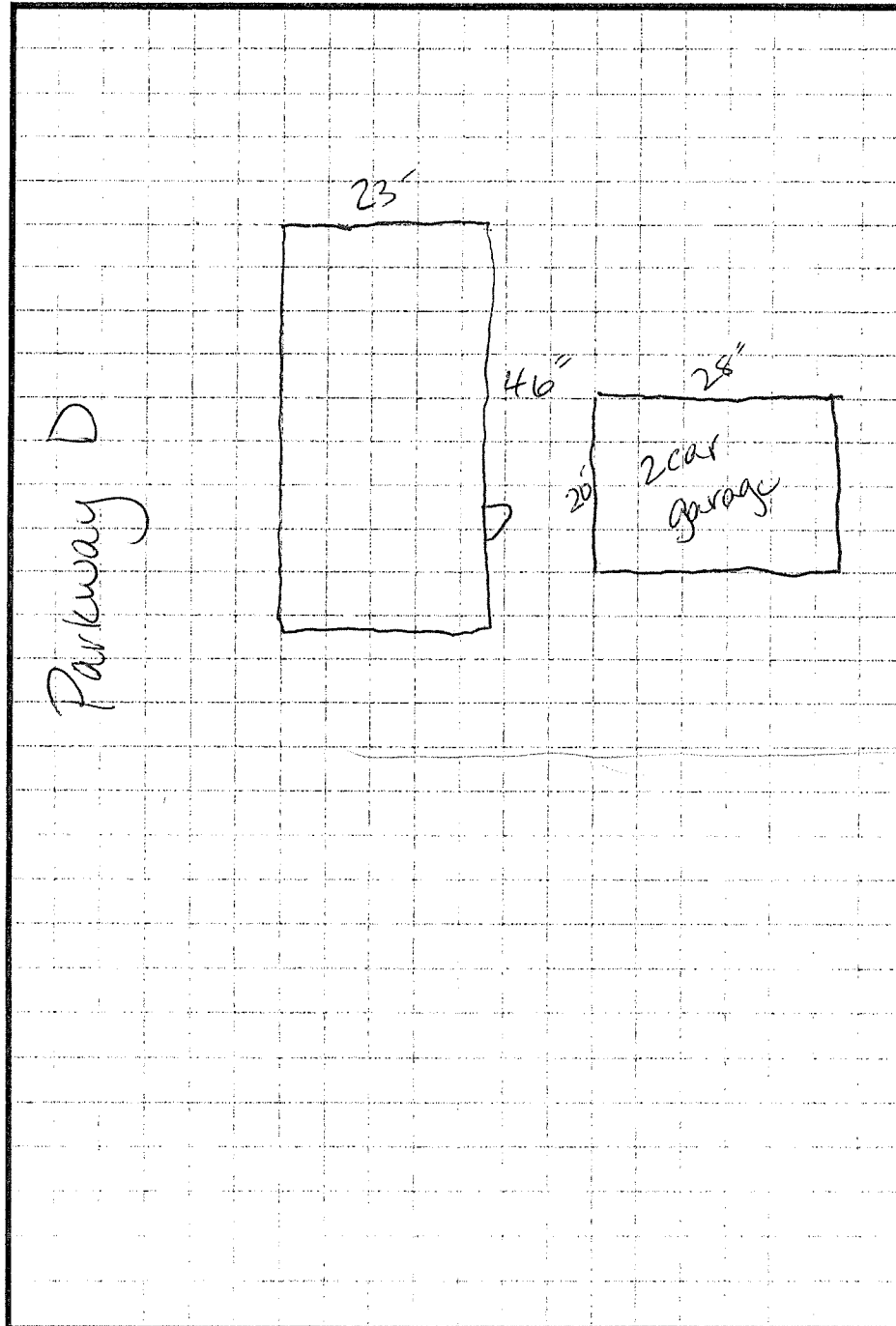
Site Plan

Business Name: ROAM PROPERTY MANAGEMENT

Business Owner: MINDY MORRIS

Business Street Address: 317 GIBBON

Block: 4 Lot: 5 Subdivision: OLD TOWN



Scale: 1 inch = 20 feet

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

317 Gibbon ave

Write a description for your map.



15 Spaces-Have
10 Spaces-needed

5 single family unit needs 10 spaces

Parking Factor use Genral business #2 is 1.5*

$$\begin{array}{rcl}
 1058 \text{ House} \times 1.5 \div 1000 & = & 1.58 = 2 \text{ space} \\
 560 \text{ Garage} \times 1.5 \div 1000 & = & .84 = 1 \text{ space} \\
 1618 \text{ Combined} \times 1.5 \div 1000 & = & 2.42 = \text{2 space}
 \end{array}$$

Circle # on units is parking requirements for each structure

APPROVED

BY: RCT

DATE: 9-2-2022



Town of West Yellowstone Business License Application

Business Name: Madison Drywall and Painting
Applicant: Jose Pacheco, J carmen Pacheco
Contact Person: Jose Pacheco
Mailing Address: po box 1075 West Yellowstone, MT 59758
Physical Address of Business: N/A
Phone Number: (406) 640-1429 Fax Number: _____
Email Address: madisondrywall406@gmail.com Website: _____
Signature of Property Owner of Record: ND P.D. NEW TRAILAGE, PRESIDENT

Subdivision: OLD TOWN
Block: 4 Lot: 6

Zoning District, please mark one:

- ☒ B-3 Central Business District (Old Town) ☐ PUD Planned Unit Development (Grizzly Park)
☐ B-4 Expanded Business District (Grizzly Park) ☒ Residential Districts, Home Occupations Only (Mad Add)
☐ E-2 Entertainment District (Grizzly Park)
☒ 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.
Install drywall on homes and businesses and paint the repair section that got new drywall.

Business License Fee: \$50
Resort Tax Bond: \$0
Total Amount Due: \$50

Jose Pacheco
Signature of Applicant
J carmen pacheco
Signature of Applicant
08/6/2022
Date

FOR OFFICE USE ONLY

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

WEST YELLOWSTONE TOWN COUNCIL
Town Council Meeting
August 16, 2022

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

OTHERS PRESENT: Finance Director Lanie Gospodarek, Public Services Superintendent Jon Simms, Town Attorney Jane Mersen by Zoom, Brenda Martin-911 Communications Center Manager, Chipper Smith, Jan Neish-Island Park News, Lewis Robinson, Lindsey Charlton, Lisa Griffith, Peggy Russell-Finance Clerk, Shelley Johnson, and other community members

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

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

Jan Neish of the Island Park News says that she researched removing an item from the Consent Agenda and how it is handled at the Gallatin County Commissioners meeting. She says that it is typically a request from a member of the entity to pull the item from the Consent Agenda and consider it separately.

Jeff Mathews thanks Lanie Gospodarek for her service to the Town, Lisa Griffith and Jeff McBirnie echo his comments.

Council Comments

Mayor Watt announces that long-time resident Martha Baker recently passed away. He also recognizes Lanie Gospodarek for her 20+ years of service to the Town. He shares a brief summary of her time working for the Town and then presents her with a season ski pass to Whitefish Mountain Resort in Whitefish, MT.

ACTION TAKEN

- 1) Motion carried to approve the claims, which total \$181,596.75. (McBirnie, Mathews) Griffith is opposed, motion passes.
- 2) Motion carried to approve the Consent Agenda, which includes the minutes of the August 2, 2022 Town Council Meeting and August 9, 2022 Town Council Work Session. (McBirnie, Benike) Griffith is opposed, motion passes.
- 3) Motion carried to approve Resolution No. 781, a resolution to adopt the FY 2023 Municipal Budget. (Benike, Mathews) Griffith is opposed.
- 4) Motion carried to approve Resolution No. 782, a resolution setting the mill levy for FY 2023 for a total mill levy of 37.77 mills. (Mathews, Benike)
- 5) Motion carried to approve Resolution No. 783, a resolution to commit a cash outlay of \$1,500,000 in sewer capital funds towards a mechanical wastewater treatment plant. (McBirnie, Benike)
- 6) Motion carried to approve the recommendation from the Marketing and Promotions Fund Advisory Board to award \$6000 to the Miss Montana Visit to the Yellowstone Airport, a WWII legacy aircraft on September 17, 2022. (McBirnie, Benike)

- 7) Motion carried to void the April 13, 2022 invoice to Loomis Enterprises for \$19,720 for sewer connection fees. (Griffith, Benike) Griffith is in favor, Watt, Benike, Mathews and McBirnie are opposed, motion fails.
- 8) Motion carried to direct Town Manager Dan Walker to sign the Satisfaction of Debt with Hebgen Basin Rural Fire District for the purchase of Fire Station One at 400 Yellowstone Avenue. (Watt, Benike) Watt, Benike, and Mathews are in favor, Griffith is opposed, McBirnie abstains, motion passes.

Public Hearing: FY 2023 Municipal Budget

Mayor Watt reads the hearing notice. The hearing was advertised in the Bozeman Daily Chronicle, at the post office, and online. No public comments are received.

DISCUSSION

- 1) Griffith inquires about the bills for legal services and weed spraying.
- 3) Mayor Watt publicly reads Resolution No. 781, the resolution to adopt the FY 2023 budget.
- 4) Mayor Watt reads Resolution No. 782 out loud, the total mill levy is 37.77. Watt asks Gospodarek what was the mill levy last year. Gospodarek says the general mill levy was close to 50 mills so this is a reduction of mills. She explains that they overtaxed the amount necessary to pay the General Obligation Bond and therefore need to reduce the amount they collect this year. The General Obligation Bond was for 29 mills in addition to the general mill levy and has been paid off. Griffith asks if the Town has any obligation to refund taxes that were over assessed to the property owner at the time. Mersen says that she is not aware of anything like that but she can look into it.
- 5) Gospodarek explains that this resolution is required by ARPA to accept the \$2,000,000 grant for the wastewater treatment plant.
- 7) Town Attorney Jane Mersen prepared a memo which was included in the council packet, which opines that Loomis Enterprises owes the \$19,720 for sewer connection fees. Griffith asks multiple questions and requests legal advice on the issue. Benike says that he thinks this issue should have been handled administratively. Mersen answers multiple questions from the Council about the issue. Mersen states that she could not find a statute of limitations that would apply to this issue. Glen Loomis addresses the Council, expresses disappointment in this process and encourages the Council to void the bill. He states that they will not pay the bill for the connection fees.
- 8) McBirnie asks Town Attorney Jane Mersen for an explanation of the “projected payments” and “new payments” column in the 2015 agreement between the Town and the Hebgen Basin Rural Fire District. McBirnie says that based on his research, he has heard two sides to the issue and differing opinions of how the agreement was interpreted. He believes the intent of the contract and the actual language appear to differ. Mathews says the agreement is poorly done and Benike agrees. Griffith expresses her concerns about the agreement, recommends an addendum to the current agreement. Watt says that they have a recommendation from the Town Attorney and Town Manager that the debt has been satisfied. Fire Chief Shane Grube shares a history of how the agreement and payments were determined and approved. He states that the debt has been forgiven, the building has been paid for, and it’s time to move on. He says that the agreement was drafted and worked on by members of the Town Council and members of the HBRFD and was then reviewed by legal counselors for both entities.

- 9) Motion carried to approve the Application to Maintain an Encroachment made by Jerry Johnson at 224 Electric Street to store construction materials on the interior park of Block 11 not to exceed past November 30, 2022. (Mathews, Benike) Benike abstains, motion passes.
- A) **Advisory Board Reports:** Jeff Mathews reports that the Business Improvement Advisory Board met last week and are working on a program to provide flower barrels in front of businesses in the downtown area next season. Brian Benike reports that the Marketing and Promotions Fund Advisory Board met last a week and a recommendation is on the agenda later tonight.
- B) Griffith makes a motion, seconded by McBirnie, to direct Town staff to charge for sewer usage based on water consumption as referenced in MCA 7-13-4304. The Council discusses the proposal by Griffith to change the way they charge for sewer usage. Mathews says that from a residential standpoint, a majority of the water he uses goes on his lawn and not into the sewer system. The Council considers the impact of changing the billing system and how it would affect different users. Griffith withdraws the motion, the Council agrees to direct staff to research the possibility with the engineer and prepare to discuss at the work session on August 30, 2022.

CORRESPONDENCE

Mathews shares that he received some correspondence suggesting that instead of acquiring a new grader and training a grader operator that they contract out grading of the Town streets during the winter. Mayor Watt reminds the everyone of the Bike Safety Rodeo tomorrow afternoon in Pioneer Park, The Happening on Sept. 17, and upcoming agenda items.

Motion to adjourn. (McBirnie, Benike)
9:15 PM

Mayor

ATTEST:

Town Clerk

WEST YELLOWSTONE TOWN COUNCIL
Town Council Meeting
August 30, 2022

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

OTHERS PRESENT: Town Manager Dan Walker, Public Services Superintendent Jon Simms, Deputy Superintendent of Water & Wastewater Jon Brown

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

The meeting is being broadcast over the internet using a program called Zoom.

Public Comment Period

No public comment is received.

Council Comments

Lisa Griffith reads an email she sent to the Council, Town Engineer, and Town Manager suggesting that they reevaluate the methodology used to bill for sewer uses.

WORK SESSION

Mayor Watt calls the meeting to order and invites Rob Cromwell and Camille Miller of Forsgren Associates to present the purpose of using a SFE (Single Family Equivalency) calculator and recommendations. Cromwell and Miller deliver a presentation that explains that wastewater generated by different types of use contains different levels of BODs (Biological Oxygen Demand), chemicals, and waste. Cromwell explains that food service wastewater has significantly higher levels of waste than ordinary residential use. Cromwell explains that their recommendations for the SFE calculator are based on national standards from the American Water Works Association (AWWA), Metcalf and Eddy (M&E) and Montana Subsurface Standards and if necessary, they evaluated similar communities. The group discusses the purpose of the SFE calculator and the basis for the factors that are used in the calculator.

Chipper Smith compares the impact on the system between a home, a hotel room, and a nightly rental. He says that the current calculator appears to charge nightly rentals more than a hotel room. Smith cautions the Council against targeting a specific type of business. He agrees with setting the factor by the number of beds. Walker makes the point that it essentially costs the same to operate the system whether there is one user or they are at capacity. McBirnie comments that he thinks hotels, motels, nightly rentals should all be charged the same and likes the proposal to charge by the bed in any type of lodging facility. The Council discusses the financial impact the proposed changes will have on hotels. Brad Schmier clarifies the factor for a c-store and also points out that a nightly rental with a full kitchen will have a greater impact than a hotel room with just a bathroom and two beds. He says that needs to be taken into account. The Council discusses the calculator and the level of detail that is necessary to be included. Suggestions are made to rely entirely on national standards or water consumption.

Amber Smith comments that the SFE schedule appears to be the most equitable way to bill for services. She recommends taking the advice of the engineers and as long as everyone is billed fairly, it should work. She thanks the Council for their efforts. Brad Schmier asks for clarification about the recommendation for a car wash. The response is that the recommendation from Forsgren came from the Idaho Subsurface rules. Schmier states that he thinks the factor of 3.5 SFE is too high. Jan Neish comments that every community is going to have their peculiarities and just because a business isn't open year round doesn't mean they aren't connected to the system. Chipper Smith comments that being open seasonally has been debated for a long time, but what is important is that when they are at peak capacity, the system is in place.

McBirnie recommends reviewing the SFE factor charged for car washes and differentiating between self-serve and automatic car washes. He believes restaurant SFEs should probably be increased. He also recommends clarifying overnight lodging facilities. There is general agreement that the SFEs for a lodging facility should be based on number of beds. Mayor Watt

questions the SFE factors for the school. Cromwell reviews the standards for schools and explains that the recommendation on the calculator is based on Montana Subsurface Standards. Cromwell indicates that he will make the changes discussed tonight and send it back. He also announces that he has recently accepted a job as the Public Works Director for a community in Idaho and will no longer be working for Forsgren Associates. He explains that he will ensure this project is left in competent hands.

The meeting is adjourned. (7:18 PM)

Mayor

ATTEST:

Town Clerk

SWEEKLY HIGHLIGHTS

SOCIAL SERVICE OFFICE

AUGUST 25- SEPTEMBER 1 2022

Again, Thanks to the Summer Rec counselors for making posters about our need for donated food items. Since they put up posters around town, we have received **over 553** pounds of food and very generous cash donations. The Senior Center is also collecting items for the Food Bank

Two vouchers to a homeless man traveling to Bozeman. Two Gas Vouchers for a single mom with 3 kids.

Showers and Computers are being used daily.

Visited with law enforcement from YNP regarding a man camping within the border of the park. This gentleman is a client of our office. Nice meeting these officers from the Park.

Also, on 8/25 we requested the local officer to answer questions for a client regarding an ATV wreck that injured her daughter. We are assisting this family in trying to get assistance with their medical expenses

Assisting gentleman with medical bills and Medicaid questions. Good News, several medical facilities are waving some of these medical bills.

Clothing bank is visited daily with individuals needing clothing or household items

New Hoppa Mountain books arrived so we have new titles to distribute to client's children.

Patty Peterson delivered "Back Pack for School" to families that register for the program. We assisted in distribution of the packs.

Ordered the Turkeys and Hams for Thanksgiving. Crazy to be thinking of Thanksgiving already.

Thanks to our local Police officers for checking in with our office, we appreciate this very much.

The Inland Group from Spokane Washington matched a donation we received early this month.

Completed the monthly reports for various state agencies. Completed the monthly safety checks.

Thanks to Vely for translating with our clients, very helpful.

During the month of August, we assisted 320 clients.

The Biggest highlight is that the Montana Food Bank Network conducted their yearly monitoring evaluation of our Food Bank. We passed with a 100% score. A++++

MONTHLY CLIENT ASSISTANCE 2022																					
MONTH	LOCAL INDIVIDUAL	NON LOCAL	UNEMPLOY	SNAP	LIEAP	SR FOOD	MEDICAID	FOOD BANK	LOBBY FOOD	STANDED/ HOMELESS	COMM HELP FUND	COPY/ FAX	JOB	COVID 19	CLOTHING	DONATION	COMPUTER	SHOWER	HOUSING	OTHER	EMER GANC Y FB
AUGUST																					
1	22	1							1				3		6		2	1	1	7	1
2	15					1		1	3			1			7		1	1		5	
3	17	1							1				3		5	2	1	2		4	
4	16	1							2				1		7		3	2		6	
5	10								2						1	2	2	2		2	
8	11									2			1		2	2				1	
9	15	2				1		1		1		1								5	
10	16								3	1					1		3	1		2	1
11	9															3		1		4	
12	14											2									
15	16							1	1	1			2		1	4	2	1			
16	17							1							7	1	2	1		4	
17	12							1	2	2		1	1			1	2			1	
18	9			1								1			2	4	1	1		3	
19	9							1	1						2	2				2	
22	20					1			5	1					3		1	2		6	
23	15								1						1	2	1	1		5	
24	14							1	1				4			3	2			2	
25	11			1		1	1		4	1			2	3	5	2	1			3	
26	7					1		1		1							1	1		1	
29	19			1				1	3				1		3		3	1		2	1
30	25							1	6		1	1	2		4	4	2	2		4	
31	11							1	3			2	1		3	3	2	1	1	4	
Total	330	5	0	3	0	5	8	8	38	7	1	9	21	3	60	35	32	21	2	73	3

Bi Weekly report

8/17/22 thru 9/2/22

8/19/22 Performed Rounds. Spent time with Dave Noel walking thru the water systems looking things over. preparing for the DEQ Sanitary survey.

8/21/22 Performed Rounds. Working on the new revised total coliform sampling plan for the town.

8/22/22 Performed Rounds. Worked on Standard Operating procedures paper work for well #1-2-3 Grouted all the defects in Well # 3 floor and pump pedestal.

8/23/22 Performed Rounds. Worked on paperwork for DEQ inspection also worked with Engineers Getting Data off of the computer that runs the Evaporators.

Worked on Chlorinating Well #1 and #2 for disinfection so we could take bacteria B-Tee Samples and get them to the Lab. Electrical work on Well #1 and #2

8/24/22 Performed Rounds. Working on number tags for all the valves at the water tower and whisky springs spring box also continuing sealing any imperfections in tank lid. Worked on injection wells cleaning them up for the inspection.

8/25/22 Performed Rounds. Water samples taken at well #1-2 for arsenic, nitrate, nitrite and fluoride sent to Energy Labs waiting on results.

Bacteria samples taken to Bridger Labs came back good both wells.

8/26/22 performed Rounds worked on organizing my paper work in my office for coming up DEQ inspection on 8/30/22

Had a meeting with Dan Walker and Jon Simm's on monthly report to Discuss projects ongoing and upcoming and any other issues that needed to be discussed.

8/27/22 received an Emergency call on water well #4 had a communications Alarm. Monitored the situation from home with the Scada intel Sunday then Drove up to investigate found that it had been hit by Lightning and burned the mother board and electrical components in the Well flow meter and Scada.

8/29/22 Performed Rounds. Jon and I got a hold of western states out of Salt Lake City missions Scada tech and scheduled to have them come up and look at the Scada system and see what it would take to repair well #4

Spent the rest of the day going over everything to make sure the inspection went well. Also made some adjustments to weirs and IP beds at Lagoons.

8/30/22 Performed Rounds. Received a call for Tammy Jacobson's from DEQ that she had a family Emergency and could not make it for the inspection. She would need to reschedule.

This worked out good for us I was able to spend the next Two days repairing and making adjustment to well #4 and the rest of the Scada thru out the system with the missions Scada team that came up to help. We made great changes we have more control and are able to make adjustment now with out coming up and making them manual. The Scada water system watches tank levels and pressures and makes the adjustment needed also we can turn pumps on and off with out needing to be physically on site. This helps with call outs.

9 /1 22 Preformed rounds. Made some adjustments to Ip Beds. Pulled wastewater samples run them down to IAS labs for analysis.

Inspected splash pad that I had the road crews pore at well #1 looks great.

Wells #1 and #2 are looking great, there all painted new door on building #2 piping repaired splash pads electrical, all valves are labeled getting ready to build a building over well #2 manhole so we have year around access.

If you have any Questions, please feel free to contact me.

Thank You, Jon Brown

Public Services Dept. Bi-Weekly Report: August 12th through August 31st, 2022

Work performed

Help with maintenance needs for POW/ MIA ride to remember (8-20). Haul away material and debris accumulating in the snow storage areas throughout the inner parks. Add material to roadside berms as needed for proper grade. Fill in washed out areas with road base material near fire hydrants. Haul chairs to library for event. Replace door handles on irrigation building at city park. Pressure wash raven debris from sidewalks throughout central business district as well as picnic tables at Pioneer Park. Street sweeping, brooming aprons. Utility locates as they come through. Water meter and service valve requests as needed. Haul tagged vehicles for the police department as requested. Cleanup graffiti at town park and respond to vandalism (broken mirrors, busted skylight, replace hardware on stall doors, replace plexiglass in display cases, etc.). Asphalt/ pothole repairs. Continue replacing worn street signage, straightening posts. Cleanup debris blowing out of triple bin roll off containers and Abitibi's at PW shop. Mowing grass, running string trimmers, catching up on weed control, using steel wire heads to remove weeds growing through sidewalk cracks. Pressure wash vehicles and trash trailers. Check fluids and grease equipment. Have crew practice running grader on FS roads and inner parks. Tree work around town, sharpen chainsaw blades, replace filters, primer bulbs, plugs and bars. Deadfall cleanup in town and cemetery, fill in sunken grave spaces. Installed new line on zone one sprinkler system at Pioneer Park. Work through punch list items for Billings Clinic and building concerns at the town clinic. Daily trash route (3x/day, 7days/week), cardboard and recycling collection. Haul water valve housings, caps, pipe extensions, steel culvert pipe and castings to lagoon. Clean out curb-stop valve boxes, exercise gate valves, install valve plugs to block any further debris from building up inside valve housing. Weekly problem area inspections on SAS mainlines and wash downs. Pushup wood pile at lagoon. Make repairs to holes in walls at UPDL, replace sash window locks and latches. Respond to backed up sink in kitchen at dining lodge. Install new dispensers and fix latches in restroom at chamber. Form and pour new concrete pads at water well pump house stations. Install new light switch and replace broken fixtures at lift station number two. Extend shutoff valve above grade on IP cell number two and cleanout material inside of valve housing. Unclog sink at police department. Pickup DA's in road as needed. Install new stop signs at the intersection of Firehole and Hayden. Install new AC unit in backroom at Povah Center. Haul away clay material at west end of park and bring in aggregate to help with drainage issues. Evaluate needs for fixing and replacing beam at library community garden. In-services on Freightliner/ CH 55, diagnose concrete mixer, get in running condition, change plugs. Install new batteries on 140 grader and inspect alternator. Install battery kill switches to remaining dump trucks.

Administrative

Schedule crack seal for 2nd week of October with Yellowstone Paving Solutions (N/S streets and Grizzly Addition). Discuss options for slurry seal and micro-surfacing as well. Continue working with Tyler Liddiard at Mountain States on lighting options along Highway 20. Discuss lighting standards and specification requirements along highway with Bill Stecker and Phil Balsley at MDOT. Speak with Alan English, hydrologist with Montana Bureau of Mines and Geology about sampling report from private water well testing done in town (should see report by month's end). Follow up with MDOC on signage order. Reach out to Wade Surrey on casting pond concrete bid. Responded to restrooms in Museum being backed up again and call for no water in men's room at visitor's center. Go over maintenance issue and future projects with Brandi Burns at YHC. Meet with Diane K. to look over maintenance needs at daycare center. Meet with Tim D. to look over drainage issues in town. Meet with Joe D. to look over our fleet maintenance needs & vehicle issues. Discuss new signage updates with Rose P. for administrative signs in town hall. Meet with Garrett O. to evaluate welcome sign needs and sidewalk encroachment issues. Meet with Karl Kaplan at Energi Systems to handle sunken sidewalk issues and resolve tripping hazards. Handle water meter issues with PJ's Plumbing for property at 23 Hayden. Research used vehicle options for newly onboarded staff members. Reach out to Sigrid Spigler, GM's governmental fleet manager for this region. Discuss vehicle lighting and two-way radio updates with Jeff Gurr. Talk with new sales rep at Caterpillar, Landon Dargen on heavy equipment leasing options. Meet with Just at Sprinter Squared to resolve compressor issues on freezer at Povah Center (now running into issues after installing new compressor, he'll have to come back to purge lines and recharge the R- 290 refrigerant). Meet with Missions Control technician to resolve communication and panel issues, update software for remote access capabilities and fix panel at well number four that was taken out by lighting storms this past Saturday. Monthly departmental meeting. Reach out to Green Manufacturing to order crossmember and yoke replacement for PTO unit on 5055 John Deere. Attend town council work session to review SFE calculator with Forsgren Engineering. Have original cemetery plat map downloaded onto digital files. Schedule parts orders and updates to town's fleet. Place orders for necessary O&M supplies, follow up with vendors on supply chain issues. Coordinate with staff at Forsgren and Jon Brown to review best management practices for wastewater collection/ treatment facility and water distribution system. Investigate weir levels on cells A & B at lagoon. Coordinate monthly coliform/ bac- T samples with Jon Brown. Follow up on proposals for CIP projects. Conduct weekly COVID samples (results available on the Gallatin County Health Departments website). Review city policies, procedures, collective bargaining agreement, safety protocols and codified ordinances. Review city policies, procedures, collective bargaining agreement, safety protocols and codified ordinances. Evaluate 2022 budgetary needs, review purchase orders and submit weekly invoices. Enter timesheets and payroll for crew. Respond to WY pump status reports and dispatch to town as necessary. Meet with Howell's Septic for access to lagoon. Schedule Mountain West Electric to retrofit lighting in Firehole Room at UPDL the 3rd week of September. Ticket entry for 811's new "positive response" reporting software.

From: [Jon Simms](#)
To: [Dan Walker](#); [Elizabeth Roos](#)
Subject: FW: bullet points
Date: Thursday, September 1, 2022 12:41:04 PM
Attachments: [Outlook-oep4nfy.png](#)

From: Kyle Tanner <ktanner@townofwestyellowstone.com>
Sent: Thursday, September 1, 2022 12:26 PM
To: Jon Simms <jsimms@townofwestyellowstone.com>
Subject: bullet points

bullet points 9/1/2022

DRG prep
Footing inspection Matz
Footing inspection Johnson
Locates



K.C. Tanner
Town Of West Yellowstone
Deputy Public Services Superintendent
Building Codes Inspector
Code Enforcement
Townofwestyellowstone.com

TOWN OF WEST YELLOWSTONE

ON BEHALF OF THE STATE OF MONTANA AND THE TOWN OF WEST YELLOWSTONE

Be it known to all that on this date, **Michael Gavagan**,
took the following oath of office:

“I do solemnly swear (or affirm) that I will support, protect and defend the
Constitution of the United States of America and the Constitution of the State of
Montana, and the Charter of the Town of West Yellowstone, and that I will
discharge the duties of my office with fidelity (so help me God).”

Let it be recognized to all that on this date, **Michael Gavagan**,
by taking this oath of office was duly sworn in as a Peace Officer for the
Town of West Yellowstone and the State of Montana.

Mayor Travis Watt
Town of West Yellowstone

Date

Michael Gavagan
Chief of Police

Date



GEORGE LARRY JENT, ESQ

(406) 580-0502
jent.larry@gmail.com

Received
8/8/22 GR

1201 S 3rd Ave
Bozeman, Montana 59715

PO Box 1437
West Yellowstone, MT 59758

August 5, 2022

West Yellowstone City Judge Request for Proposal

Dear West Yellowstone City Council:

This letter replies to the Request for Proposals for the West Yellowstone City Judge. I meet the statutory qualifications for appointment under category one, as an attorney authorized to practice law in Montana, license #2478, and have been so qualified for 38 years. I agree to take the orientation course of study held by the Montana Supreme Court at the next offering. For the summer I mostly reside at 41 Lone Pine Rd, West Yellowstone, Montana 59758 and my permanent residence is at 1201 S. 3rd Ave, Bozeman, MT 59715, both in Gallatin County and I agree to maintain such residency during the term of office.

My experience in the courtroom, in the legislature, and in the community are the three main qualifications I bring to the position. I tried my first jury trial in the West Yellowstone City Court exactly one week after being sworn in to the Montana Bar, and have been trying cases ever since, a good portion of them in the courts of limited jurisdiction, including over 150 criminal and civil jury and judge trials. I have tried every kind of criminal case from disorderly conduct to deliberate homicide and handled every kind of civil case from antitrust to zoning. In recent years I have practiced federal criminal law extensively, and am a member of the Criminal Justice Act panel for Montana and also for U.S. District Court in Mammoth, WY. I sit on the board of the Montana Innocence Project and am a member of the Gallatin and Montana Bar Associations, National Association of Criminal Defense Lawyers, Montana Trial Lawyers and the American Association for Justice. I have been admitted to practice before the Montana Supreme Court, Ninth Circuit Court of Appeals, and the U.S. Supreme Court. I received the Montana Trial Lawyers' Public Service Award in 2014.

This courtroom experience is particularly relevant since West Yellowstone Municipal Court is now a "court of record"; unlike the old days, a defendant cannot go to trial in City Court and then appeal and get a whole new trial in District Court. Only legal issues, such as how the city judge ruled on motions or on admission or rejection of evidence can be the subject of appeal to a District Judge. Thus, in most instances what the City Judge decides is the final word.

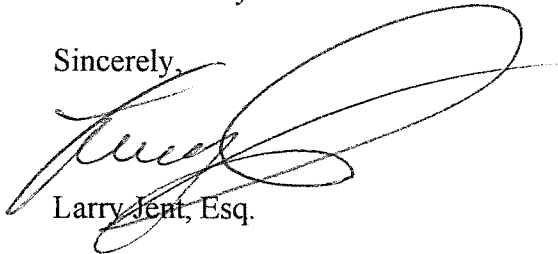
I served 14 years in the Montana legislature including eight in the Senate as a member of the Judiciary Committee many of the Statutes encountered in City Court were extensively amended during that time. I was the sponsor of some, most notably snowmobile DUI and aggravated DUI. This experience was a unique window into the public policy debates behind the laws we use in the courts of limited jurisdiction.

August 5, 2022
Request for Proposal

My experience over the last 11 months as West Yellowstone City Judge has given me a great deal of insight. In addition to City Court, I have served as Judge Pro Tem in the Gallatin County Justice Court and attended both the fall and spring judge training. I took and passed the certification exam with a score of 93%. During the time I have been City Judge I have kept cases moving to trial or settlement, and promptly held arraignments in person or by zoom so that those in custody did not have to be transported to Bozeman. Finally, I have sought to impose sentences that are "sufficient, but not greater than necessary," to carry out the purposes of the criminal law.

Last but not least, I have been an active member of the community for forty years. Working summers as a fishing guide during law school and while studying for the bar exam was a real education about people and the challenges of living here in West Yellowstone. In conclusion, service as City Judge is a way to apply all those life experiences and to give back to our community.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry Jent", with a large, stylized flourish extending from the end of the signature.

Larry Jent, Esq.

GEORGE LARRY JENT, ESQ

(406) 580-0502

jent.larry@gmail.com

1201 S 3rd Ave
Bozeman, Montana 59715

PO Box 1437
West Yellowstone, MT 59758

EDUCATION

1983	J.D. University of Colorado
1973	BS U.S. Military Academy, West Point, NY
1969	Hillwood High School, Nashville, TN

LEGAL

Sept 2021 – Present	West Yellowstone, MT City Judge
Jan 2018 – Present	Solo practice. Jent Law Firm, PLLC
June 1986 – Jan 2018	Williams, Jent & Dockins (founding partner) and Williams & Jent, PLLP
1985 – 1995	Ennis City Attorney
1986 – 1989	Gallatin County Public Defender
Nov 1983 – June 1986	Solo Practitioner

MILITARY

May 1984 – Dec 1986	Staff Officer, Headquarter Troop Commander, 1/163 Armored Cavalry, Montana Army National Guard
Dec 1981 – Mar 1984	Special Forces “A” Team Commander
June 1978 – Dec 1981	U.S. Army Reserve (Including Ready Reserve)
Dec 1976 – June 1978	Special Forces “A Team Commander, C/3/10 SFGA
Aug 1976 – Nov 1976	U.S. Army Special Forces Officer’s Course, Ft. Bragg, NC
Jan 1974 – July 1976	Platoon Leader A/1/60 Inf., C/1/60 Inf. (ABN), Executive Officer A Co., Ft. Richardson, AK

POLITICAL

2016	State of Montana Attorney General Democratic Nominee
2006 – 2014	Montana State Senate
2000 – 2006	Montana State House of Representatives
1996, 2000, 2008	Delegate Democrat National Convention

PUBLIC NOTICE

Tourism Business Improvement District Board of Trustees

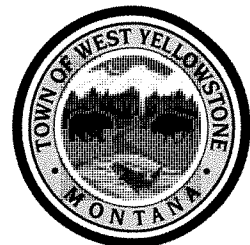
The West Yellowstone Town Council is seeking interested individuals to serve on the Tourism Business District Board of Trustees in accordance with 7-12-1121 of the Montana Code Annotated. Board members shall be appointed by the Town Council to serve a term of four years. There is a vacancy on the board to represent hotels in the district with 100+ rooms.

The board in administering the district has all powers necessary to carry out the functions of the district contained in the ordinance creating it, including the power to:

- (1) sue and be sued, enter into contracts, and hire and terminate personnel needed for its purposes;
- (2) provide special police, maintenance, or cleaning personnel for the protection and enjoyment of the general public using the business district;
- (3) landscape and beautify public areas and to maintain those areas;
- (4) contract with the governing body to maintain, operate, or repair public parking facilities;
- (5) contract with the governing body to maintain streets, alleys, malls, bridges, ramps, tunnels, landscaping, and other public facilities as mutually agreed upon;
- (6) promote private investment and business expansion in the district;
- (7) provide for the management and administration of the affairs of the district;
- (8) promote business activity by advertising, decorating, marketing, and promoting and managing events and other actions designed for the general promotion of business activities in the district; and
- (9) perform such other functions as are necessary to carry out the purposes of this part and to further the objectives of the district.

Interested individuals should complete and return the 'Application for Boards and Committees' which is available from the Town Offices, 440 Yellowstone Avenue, West Yellowstone, MT, on at www.townofwestyellowstone.com. Position shall remain open until filled, preference will be given to applications received by September 2, 2022. For more information or to request an application by e-mail, please contact the Town Offices, 646-7795, or info@townofwestyellowstone.com.

Elizabeth Roos
Town Clerk





Received *EP*
8-17-22

APPLICATION FOR BOARDS AND COMMITTEES

Name Lisa Johnson Date 6/8/2022

Address 260 Pelican Lane

City West Yellowstone State MT Zip 59758

Phone (Home): 406-580-0475 (Work): 646-7656 (Cell/Other): _____

E-Mail Address: bluebuffalo13@hotmail.com info@dayswest.com

Are you a resident of West Yellowstone? yes Length of residency in West Yellowstone: 31 yrs

Board or Committee you are applying for: TBID

Occupation: Property Manager, 133 room hotel

Employer: Days Inn West Yellowstone

Have you previously served on a County or City board? HLE water & sewer board

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

Past Memberships and Associations: Yellowstone Holiday water and sewer board

Current Memberships and Associations: water and sewer operator, property manager, board secretary,

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

I have been a property manager since 2009 and worked in my first hotel in 2000.

What are your primary objectives for serving on this board? I have a full understanding of the importance of attracting tourism and tourism dollars to our town, and am very interested in being part of the input on decisions regarding financial assistance towards that end.

References (Individual or Organization):

Brock Kelley

Phone: 406-640-1361

Nancy Heideman

Phone: 406-539-7112

Dianna Hansen

Phone: 406-640-1001

Signature: *Lisa Johnson* Date: 6/10/22

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.



Gallatin County
West Yellowstone Compost Facility/Transfer Station
PO Box 226 • West Yellowstone • MT • 59758
(406) 646-9298 • f (406) 646-9301
john.burns@gallatin.mt.gov



To: Town of West Yellowstone Town Council

Re: Representative on Solid Waste Board

Dear Council Members,

It has come to our attention that there is currently not a member representing the Town of West Yellowstone on the West Yellowstone/Hebgen Basin Solid Waste Board. The by-laws state that "a member representing the Town of West Yellowstone and recommended by the Town Council of West Yellowstone" shall be part of the membership of the Board.

Please note that members shall be appointed by the Gallatin County Commissioners from persons who reside in Gallatin County. Preference will be given to applicants who reside within the District.

A copy of the Solid Waste Board by-laws is included along with a blank board membership application.

Interested candidates can also apply by visiting the Gallatin County website, [Board Vacancies | Gallatin County, MT \(virtualtownhall.net\)](http://BoardVacancies|GallatinCounty.MT(virtualtownhall.net))

Please have any interested candidate review these materials when applying.

Thank you for your time and attention to this matter. Please let us know if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Doug Edgerton".

Doug Edgerton
Chairman
West Yellowstone/Hebgen Basin Solid Waste Board

BYLAWS OF THE WEST YELLOWSTONE-HEBGEN BASIN SOLID WASTE MANAGEMENT DISTRICT

ARTICLE I. NAME.

The name of this organization is the **West Yellowstone-Hebgen Basin Solid Waste Management District** (District). The Gallatin County Commission created the District through adoption of a Resolution of Intention No. 411 on November 9, 1979, a Resolution of Concurrence by the Town Council of West Yellowstone No. 112 on November 15, 1979, final adoption Resolution No. 426 on March 4, 1980 and Amended Resolutions No. 2009-092 and 2013-_____ by the County Commission.

ARTICLE II. PURPOSE, POWERS AND DUTIES.

The Solid Waste Management District Board (Board) has the, purpose, powers and duties provided for in Resolution 2013-_____ by the County Commission and pursuant to law consistent with that Resolution.

ARTICLE III. MEMBERSHIP.

- 1) The Solid Waste Board consists of seven (7) members including a County Commissioner, a member representing the Town of West Yellowstone and recommended by the Town Council of West Yellowstone; and five (5) interested citizens at large. Members shall be appointed by the County Commissioners from persons who reside in Gallatin County. Preference will be given to applicants who reside within the District.
- 2) Members are appointed by a majority of the Board of County Commissioners (BOCC), serve at the discretion of the BOCC and may be removed by the majority vote of the BOCC. Board members may vote to recommend to the BOCC to remove a member from the Board for cause. Cause may consist of, but is not limited to, failure of any member to attend three consecutive regular meetings without good reason.
- 3) Terms of office for citizen members appointed by the BOCC are three (3) years. Terms will be staggered and shall commence on July 1st. At the end of a member's term that member may be reappointed. A new member must complete the unexpired term, if any, of his or her predecessor. The County Commissioner's term is for one year and shall be reviewed for appointment on a yearly basis by the BOCC.
- 4) Members are not entitled to per diem, expenses or salary, but may be reimbursed for mileage at the established state rate.
- 5) If a transaction in which a member has a tangible or intangible, financial or personal interest as a result of any matter coming before the Solid Waste Board, the member must:
 - a. not communicate about the matter with any person who will participate in any action to be taken on the matter.
 - b. disqualify himself from acting on the matter
 - c. publicly disclose on the record of the Board the existence of such interest; and

not engage in deliberations or voting concerning the matter.

- 6) The Board shall review all provisions of the bylaws annually.

ARTICLE IV. ELECTION AND DUTIES OF OFFICERS.

- 1) The Board shall elect officers by a majority vote of those members present at the first regular meeting in each fiscal year, and shall serve until the first regular meeting in the following fiscal year.
- 2) Officers shall consist of a Chair and a Vice-Chair. Officers may serve any number of consecutive terms. A County Commissioner may not serve as Chair or Vice-Chair.
- 3) An Officer may resign if a written resignation is made to the Board. When an office becomes vacant, the Board shall hold a special election at a regular or special meeting, and the Officer elected at the meeting shall serve until the next regularly held election of Officers.
- 4) The Chair is authorized to approve all normal monthly maintenance and operating bills.
- 5) The Chair shall act as spokesperson for the Board. All Board communications must be signed by the Chair unless otherwise delegated by the Chair to another member or by motion of the Board.
- 6) The Chair shall preside over all hearings; protests or other contested matters unless such duties are otherwise delegated by the Chair or by motion of the Board.
- 7) The Chair has the same voting privileges as other Board members.
- 8) The Vice Chair shall conduct all meetings and business of the Board in the Chair's absence.
- 9) The Board shall elect one of its members as Secretary who be responsible to keep minutes of the meetings of the members, see that all notices are duly given in accordance with the provisions of these bylaws or as required by law, and bring a copy of these bylaws to every meeting. The Secretary may utilize County staff or other person to carry out these duties but is ultimately responsible for carrying out the duties set forth herein.
- 10) No proxy voting shall be permitted on behalf of any Board members.

ARTICLE VI. MEETINGS.

- 1) The first regular meeting in each fiscal year shall be the organizational meeting to elect officers and review the broad objectives which guide the Board.
- 2) The Board will hold a regular monthly meeting as deemed necessary. The Board's regular monthly meeting date, time and location shall be determined no later than the adjournment of any regular monthly meeting.
- 3) Special meetings may be called by the Chair, or may be called if requested by three (3) Board members. All members shall be notified in person, via phone or in writing of any specials meetings. No special meeting shall be held unless diligent efforts have been made to notify all Members.
- 4) Minutes of all Board meetings shall be kept by the Secretary in accordance with §2-3-212, MCA.

- 5) The Board, through its Secretary, shall ensure that an agenda and location of all meetings, including special meetings, is published and available for public inspection and copying 48 hours in advance of the meeting.
- 6) Four (4) members constitute a quorum for all meetings. However, if there is less than a quorum, the members present may take testimony, discuss matters, and make recommendations at the next meeting where there is a quorum.
- 7) All meetings, regular and special, including all Board deliberations during such meetings, are open to the public. The Chair may close a meeting in accordance with §2-3-203, MCA.
- 8) Public comment may be made during that portion of the meeting designated for such comment, or upon the specific agenda item for which an individual or group has specific business as identified by the agenda for that meeting.
- 9) The Chair may ask members of the public present at any meeting to state their business with the Board so that the Board may consider rescheduling that business item for the convenience of the individual or group.

ARTICLE VII. AMENDMENTS.

These bylaws may be amended by a majority vote of all Board members and confirmation of the County Commission.

Amended and approved by the Board this _____ day of _____, 2013.

Doug Edgerton, Chairman
West Yellowstone Hebgen Basin Solid Waste Management District

Amended and approved by the County Commission this _____ day of _____, 2013.

Joe P. Skinner, Chairman
Gallatin County Commission

ATTEST:

Charlotte Mills, Clerk & Recorder



APPLICATION FOR BOARDS AND COMMITTEES

Name _____ Date _____

Address _____ City _____ State _____ Zip _____

E-Mail Address _____

Phone: (Home) _____ (Work) _____ (Cell/Other) _____

Are you a resident of Gallatin County? Yes ☐ No ☐ Length of residency in Gallatin County: _____

Board or Committee you are applying for: _____

Occupation: _____

Employer: _____

Have you previously served on a County or City board? Yes ☐ No ☐ If so, which board and for how long?

Past Memberships and Associations: _____

Current Memberships and Associations: _____

List any relevant qualifications and/or related experience. Attach any additional information or a résumé, if you prefer.

What are your primary objectives for serving on this board?

References (Individual or Organization)

Phone: _____

Phone: _____

Phone: _____

An interview may be required if deemed necessary. Thank you in advance for your interest.

RETURN COMPLETED APPLICATION TO:

Gallatin County Commission
311 West Main, Room 306
Bozeman, MT 59715

PHONE: 406-582-3000

FAX: 406-582-3003

OR: Complete the application on-line and save it to your computer. Then email it as an attachment to Commission@gallatin.mt.gov

TOWN OF WEST YELLOWSTONE/YELLOWSTONE NATURE CONNECTION, INC.
LEASE AGREEMENT – 2022

THIS LEASE AGREEMENT, (the “Agreement”) is entered into this ____th day of _____, 2022, by and between the Town of West Yellowstone (“Town” or “Lessor”) a Montana municipal corporation, of P.O. Box 1570, West Yellowstone, Montana 59758, and the Yellowstone Nature Connection, Inc. (“YNC” or “Lessee”), formerly known as the National Smokejumper Center (NSC), a Montana non-profit corporation, of P.O. Box 264, West Yellowstone, MT 59758.

WITNESSETH:

WHEREAS, the Town and YNC are interested in providing for the restoration and preservation of the buildings commonly referred to as the West Yellowstone Historic Ranger Station (WYRS), in Dunbar Park, located in the West Yellowstone Historic District within West Yellowstone, Montana; and

WHEREAS, YNC desires to operate the Junior Smokejumper Center based at the WYRS to protect the historic value of the WYRS and for the purpose of interpreting the relationship of wildland fire ecology, behavior and suppression in the Hebgen Basin and Greater Yellowstone Area, and teaching children the value of a healthy lifestyle that includes outdoor activity; YNC desires to continue this tradition and strive to remain an asset for the Town of West Yellowstone; and

WHEREAS, the Town shares these same goals with YNC, and enters into this Agreement with YNC to accomplish these goals.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein the Town (as Lessor) and YNC (as Lessee) hereby agree as follows:

1. Ownership of Real Property. The Town is the sole owner of the real property contained within the Oregon Short Line Terminus Historic District. The Historic District includes the relocated West Yellowstone Ranger Station located in Dunbar Park (“Ranger Station,” “premises” or “leased premises”)
2. Lessee’s Leasehold Interest. YNC desires to lease: Four (4) historic log buildings: Office/Gallery (formerly known as the “West Yellowstone Historic Ranger Station”), Barn,

Town of West Yellowstone
YNC Lease
8-29-22
1 | Page

Garage, and Residence and the associated area as displayed on the plat attached at Exhibit A; the Town agrees to lease and demise the buildings and land listed above, to YNC in accordance with the terms and provisions of this Lease Agreement. The leased buildings will be used for planning, organizing, coordinating, and conducting educational programs with each building functioning as follows:

- a.) Office/Gallery: Primary office space for conducting and coordinating educational programs and store front for fine art gallery related to YNC's Mission.
- b.) Barn: Primary Junior Smokejumper program space. Option to convert part of this space into a museum that will interpret the history of wildland fire management.
- c.) Garage: Classroom and storage space.
- d.) Residence: Housing for volunteers; in compliance with local codes establishing occupancy. The house will provide lodging for no more than eight (8) people at any given time. The Residence will not be used as a year-round residence.
- e.) Two spots for the parking of recreational vehicles.

The Town and YNC shall review these provisions on an annual basis and make changes, as necessary.

- 3. Excluded Premises. The parties may negotiate to extend this Lease Agreement, or modify it by mutual agreement; however, the Town shall retain absolute ownership, use and control of all real property and buildings in the Historic District except the Office/Gallery, Barn, Garage and Residence and related property as described in #2 above.
- 4. Terms of Lease Agreement. The Town demises and leases the premises for a term of Ten (10) years, subject to defeasance or default as later described in this Lease Agreement. The term shall commence on September 1, 2022 and shall terminate on August 31, 2032.
- 5. Renewal of the Lease Agreement. The Town hereby grants YNC an option to extend the term of this lease for an additional Ten (10) years until August 31, 2041. This option to renew is subject to the annual review described below and other terms of this Lease Agreement.
- 6. Annual Review. The Town will conduct an annual performance review of YNC's activities and management concerning the leased premises at the discretion of the Town. Officers of the YNC Board will be available to address concerns and make operational changes presented by Town Managers on an annual basis. YNC shall submit an Annual Report to the Town, at the end of each season:

a.) Annual Report shall include:

- i. Financial information: Income (donations, grants, and other income) and Expenses;
- ii. Grant application(s): Annual status of each grant;
- iii. Copy of all IRS non-profit corporation filings in the past year;
- iv. Certificate or other document evidencing purchase of required liability insurance;
- v. Copy of current Business License;
- vi. YNC's Programs: Number and type of programs offered at YNC at Dunbar Park;
- vii. Volunteers: Number of Volunteers and hours/days provided to YNC; and,
- viii. Capital Improvements, Maintenance and Repairs: Made during the past Twelve (12) months and those anticipated as necessary within the next Twelve (12) months.

b.) If the Town, in its sole discretion, reasonably determines that YNC is not adequately performing its responsibilities under this Lease Agreement, then the Town may terminate the Lease Agreement in accordance with the provisions on default set forth below. In addition to the legal requirements set forth in this Lease Agreement, the adequacy of YNC's performance of its obligations shall be gauged principally by its present mission statement, which is the following:

Our mission: *To inspire young people to consider careers in the outdoors, to spark interest in our natural environment, to create curiosity about fire ecology and safety, smoke-jumper history, and historical preservation.*

We realize that we can't educate young people with a single visit, but our presentations are designed to plant a seed in the minds of young people, their parents and grandparents, and to encourage a lifelong curiosity in further learning.

YNC strives to be a unique and authentic asset to the West Yellowstone community as we utilize the historic Forest Service Ranger Station.

7. **Rental Payments.** YNC shall pay the Town an annual rental amount of One Hundred Dollars (\$ 100.00) for the leased premises; in consideration that the Town has not had been asked to provide funding for the YNC's facilities during the past decade. This rental amount shall be paid annually beginning September 1, 2022, and on the same day each year thereafter until September 1, 2031. In consideration of this nominal rent, YNC shall maintain the leased premises and perform other services for the Town as described in this Lease Agreement.

8. Definition of “Capital Improvement” and “Maintenance and Repair.” As more generally described below, YNC is responsible for the cost of Capital Improvements and Maintenance and Repairs to the premises. The term “Capital Improvement” means any permanent alteration or modification to the premises generally or a building particularly that:
- (i) substantially increased 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 the Section 263(a) of the Internal Revenue Code for guidance, including regulations, IRS interpretation or court cases construing this section. Any alteration, modification or other work of any kind performed on the premises that does not constitute a “Capital Improvement” qualifies as “Maintenance and Repair.”
9. Capital Improvements. YNC is responsible for the cost of capital improvements to the premises. Any capital improvements will be made only after YNC receives written permission from the Town. Through grants or other funding sources, however, the Town may obtain money to perform capital improvements on existing buildings at YNC. The Town will cooperate with YNC in obtaining grants or other sources of funding to make capital improvement on the premises; however, any substantial modification or alteration to the premises is subject to the Town’s approval.
10. Maintenance and Repair. As a general principle, maintenance and repair of the leased premises is the sole responsibility of YNC. However, while the parties do contemplate that YNC will ultimately pay the cost of all maintenance and repairs on the premises, the following items will be performed at the sole expense of the Town: Maintenance of lawns and landscaping in Dunbar Park adjacent to the leased property premises perimeter.
11. Utilities. YNC shall be solely responsible for public or private monthly utility services of any kind furnished to the premises during the term of this Lease Agreement. YNC will promptly pay all billing statements or accounts for utility services furnished to the leased premises.
12. YNC Commitment Concerning Leased Premises. YNC will maintain, improve and use the leased premises for purposes conforming to its present mission statement. YNC will comply with codes and regulations of the governing authorities that have jurisdiction.
13. Application for Grants. YNC contemplates applying for grants, donations, or other funding for the restoration or preservation of the leased premises in the Historic District, and for YNC programs. YNC shall inform the Town about grant status (see #6 above). YNC shall

obtain prior approval from the Town before submission of grant applications that require monetary outlays from the Town. If the Town approves a particular grant or funding proposal, then it agrees to cooperate and assist YNC with the application process.

14. Items for sale at YNC Gallery. Items for sale at YNC's Gallery shall be related to YNC's Mission (above), YNC's Program presentations and the greater Yellowstone ecosystem. In conjunction with its operations and mission, YNC contemplates offering the Gallery space to an independent artist contractor; to offer for sale, by way of example, but not limited to: Fine art, photography, books, educational items, and memorabilia as related to YNC's mission and programs. Income generated by the independent artist contractor shall be the profit of the independent artist contractor; who shall pay the Town of West Yellowstone Resort Tax directly to the Town; and all federal, state, and local taxes as applicable. YNC may accept donations from the independent artist contractor.
15. Resort Tax and Town Ordinances. YNC agrees to require any independent artist contractor or other entity selling items in YNC's Gallery to meet all requirements of the Town's Resort Tax; including acquiring and maintaining an annual business license; and complying with all federal, state, and local tax requirements.
16. Taxes. Although the leased premises is solely owned by the Town, to the extent that any taxes or assessments are levied on the real property leased to YNC, YNC agrees to pay such taxes and assessments. YNC shall also be solely responsible for all personal property or other taxes assessed by virtue of YNC's operation or management of the leased premises.
17. Independent Contractor. YNC shall at all times remain an independent contractor when performing activities of whatever kind on the leased premises or elsewhere, including, but not limited to, YNC operation of the Yellowstone Nature Connection and Junior Smoke-Jumper Center. YNC shall remain in compliance with federal, state, and local regulations for volunteer and 501(c)(3) organizations. All volunteers at the YNC or elsewhere performing YNC operations as a non-profit corporation, are solely the volunteers of YNC and are not volunteers or employees of the Town. YNC agrees to comply with all federal, state, or local laws and regulations concerning employees; including, but not limited to, workers compensation insurance.
18. 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 equal to the amount required for the replacement of said buildings and improvements. YNC shall maintain its own casualty insurance for fire other standard peril on the personal property and leasehold improvements contained in the leased premises.

19. Liability Insurance. Both parties shall maintain liability insurance for bodily injury and property damage involving the leased premises or the operation thereon.

a.) The Town will maintain liability insurance in accordance with statutory limits on the municipal liability:

Presently in the amount of \$750,000 per person and \$1,500,000.00 per occurrence;

YNC shall purchase and maintain commercial general liability insurance as required to protect the Town from claims set forth below which may arise out of or result from operations of YNC under this Agreement, whether such claims arise during performance or subsequent to completions of the operations under the Agreement and whether such operations be by YNC or by anyone directly or indirectly employed by YNC or by anyone for whose acts YNC may be liable. Insurance shall be purchased from a company licensed to do business in the state (with an "A" rated or better classification) where the Property is located and shall be written for not less than the limits of liability specified below or as stipulated with the primary agreement when you are a Sub-Lessee, whichever is greater. The types of claims, required coverage and minimum limits of liability are as follows:

a.) Claims under Workers Compensation, disability benefit and other similar employee benefit act; claims for damages because of bodily injury, occupational sickness or disease or death of employees. Minimum insurance coverage shall include:

- i. Workers Compensation - Statutory
- ii. Employer's Liability
- iii. Each Accident Limit \$500,000
- iv. Disease - Policy Limit \$500,000
- v. Disease – Each Employee \$500,000

Workers Compensation coverage must extend to every employee, including all owners and officers of a closely held corporation and/or individuals operating as a sole proprietor or partnership.

b.) "Waiver of Subrogation"

YNC hereby waives any rights of subrogation with regards to workers compensation coverage it may have, or may require in the future, regarding the Work performed by YNC, as described in this Agreement.

c.) Claims for damages because of bodily injury or property damage to any person other than employees; Insurance shall include:

Town of West Yellowstone

YNC Lease

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- i. Premises – Operations
- ii. Products – Completed Operations
- iii. Blanket Contractual – As will cover the provisions of the Agreement
- iv. Broad Form Property Damage
- v. Personal Injury
- vi. No Exclusion for Blanket Explosion, Collapse, and Underground Property Damage
- vii. Operations of Independent Contractors
- viii. Limited Pollution Liability

Minimum Policy Limits:

General Aggregate	\$2,000,000
Products/Completed Operations	\$2,000,000
Personal Injury	\$1,000,000
Each Occurrence	\$1,000,000
Limited Pollution	\$100,000

d.) Claims for damages because of bodily injury or death of any person, or any property damage arising out of the ownership or use of any motor vehicle. Insurance coverage shall include comprehensive Automobile Liability insurance including owned, hired, and non-owned vehicles with limits of \$1,000,000 or greater, combined single limit for each occurrence for bodily injury and death, or property damage.

e.) The Commercial General Liability insurance shall name the Town as an Additional Insured for both ongoing and completed operations. Commercial General Liability insurance shall be maintained through the warranty period contained in the contract. Additional insured forms should be ISO CG2010 and CG2037 edition date of 04/2013 or their equivalent.

f.) All of the above insurance policies shall be primary insurance, without recourse to or contribution from any similar insurance carried by the Town. YNC shall deliver to the Town certificates of insurance evidencing compliance with this insurance provision prior to the commencement of occupancy.

To the extent practical, each party will name the other party as an additional insured on their respective liability policy; in addition each party will provide the other party a certificate or other document evidencing purchase of required liability insurance.

20. Mutual Indemnification. To the fullest extent permitted by law, YNC agrees to indemnify and hold the Town harmless, and the Town agrees to indemnify and hold YNC harmless, for any claim, damage, loss, attorney's fees or expense of any kind incurred by or asserted against one party and arising from the negligence or action of the other party.
21. Environment Contamination. YNC is responsible for any environmental contamination occurring, as a result of its use or operations on the leased premises.
22. Assignment or Sublease. YNC man not assign any of its rights or obligations under this Lease Agreement, 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 Agreement and unique relations between the Town and YNC, the Town may withhold approval for assignment or sublease for any reason it deems appropriate.
23. Unlawful Activity or Nuisances. YNC shall neither use nor occupy all or any portion of the leased premises in any manner that violates federal, state, or local law or regulation. YNC shall not use the leased premises or conduct any operations thereon in any manner that constitutes a public or private nuisance.
24. Improvements. All improvements to the leasehold premises or buildings thereon, whether paid for by the Town or YNC shall become sole property of the Town upon the expiration or termination of this Lease Agreement.
25. Default or Breach. The following events shall constitute a default or breach of this agreement by YNC:
 - a.) If YNC fails to pay rent when due;
 - b.) If YNC assigns or attempts to assign all or any portion of this agreement without the prior permission of the Town;
 - c.) If YNC sublets or attempts to sublet all or any portion of the leased premises without the prior permission of the Town;
 - d.) If YNC is dissolved as non-profit corporation, or if it ceases operation as a non-profit corporation;
 - e.) If YNC vacates or abandons the leased premises;

- f.) If YNC fails to maintain the leased premises or conduct YNC operations thereon in accordance with the present mission statement;
- g.) If YNC fails to comply with any material condition or provision of this Lease Agreement;
- h.) The violation of any Federal, State, or local law or regulation.

If YNC is in default of this Lease Agreement as described above, then the Town must provide written notice of the alleged default and shall allow YNC thirty days (30) to cure the default. If YNC has not cured the default within thirty days (30) of mailing the written notice, then the Town may terminate this Agreement and take immediate possession of the leased 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, including the right to contract with another non-profit or for-profit organization to lease or operate the premises or the right to an injunction.

- 26. Notice. Any default or other notice required or permitted by this agreement may be serve on either party by first-class mail at the respective addresses set forth at the beginning of this agreement. This notice procedure may also be used by either party to inform the other of a change of address.
- 27. Right of Entry. YNC 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 YNC with oral or written notice at least 24 hours before entry.
- 28. Warranty of Condition/Independent Investigation. The Town makes no express or implied warranty or representation concerning the existing condition of the leased premises. YNC had made an independent investigation of the leased premises and agrees to accept the premises "AS IS."
- 29. Venue and Attorney's Fees. Venue for any litigation between parties shall be proper only in Gallatin County, Montana. In the event of litigation between the Town and YNC, 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.
- 30. Governing Law. This Lease Agreement shall be governed by Montana Law.

31. Entire Agreement. This Lease Agreement is the entire agreement between the parties and shall supersede all prior oral or written agreement 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 any appropriate representative of each party.

DATED the day and year first above written.

Yellowstone Nature Connection

SIGNED By: Jim Kitchen, President of YNC

Town of West Yellowstone

SIGNED By: Travis Watt, Mayor

ATTEST:

Town of West Yellowstone Clerk

STATE OF MONTANA)

:SS

County of Gallatin)

This instrument was acknowledged before me this ____ day of _____, 2022
by Travis Watt, as Mayor of the Town of West Yellowstone.

(SEAL)

NOTARY PUBLIC for the State of Montana

Residing at:_____

My commission expires:_____

STATE OF MONTANA)

:SS

County of Gallatin)

This instrument was acknowledged before me this ____ day of _____, 2022
by Jim Kitchen, as President of the Yellowstone Nature Connection.

(SEAL)

NOTARY PUBLIC for the State of Montana

Residing at:_____

My commission expires:_____

Town of West Yellowstone

YNC Lease

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Exhibit A

WEST YELLOWSTONE Outdoor Education Center

138'

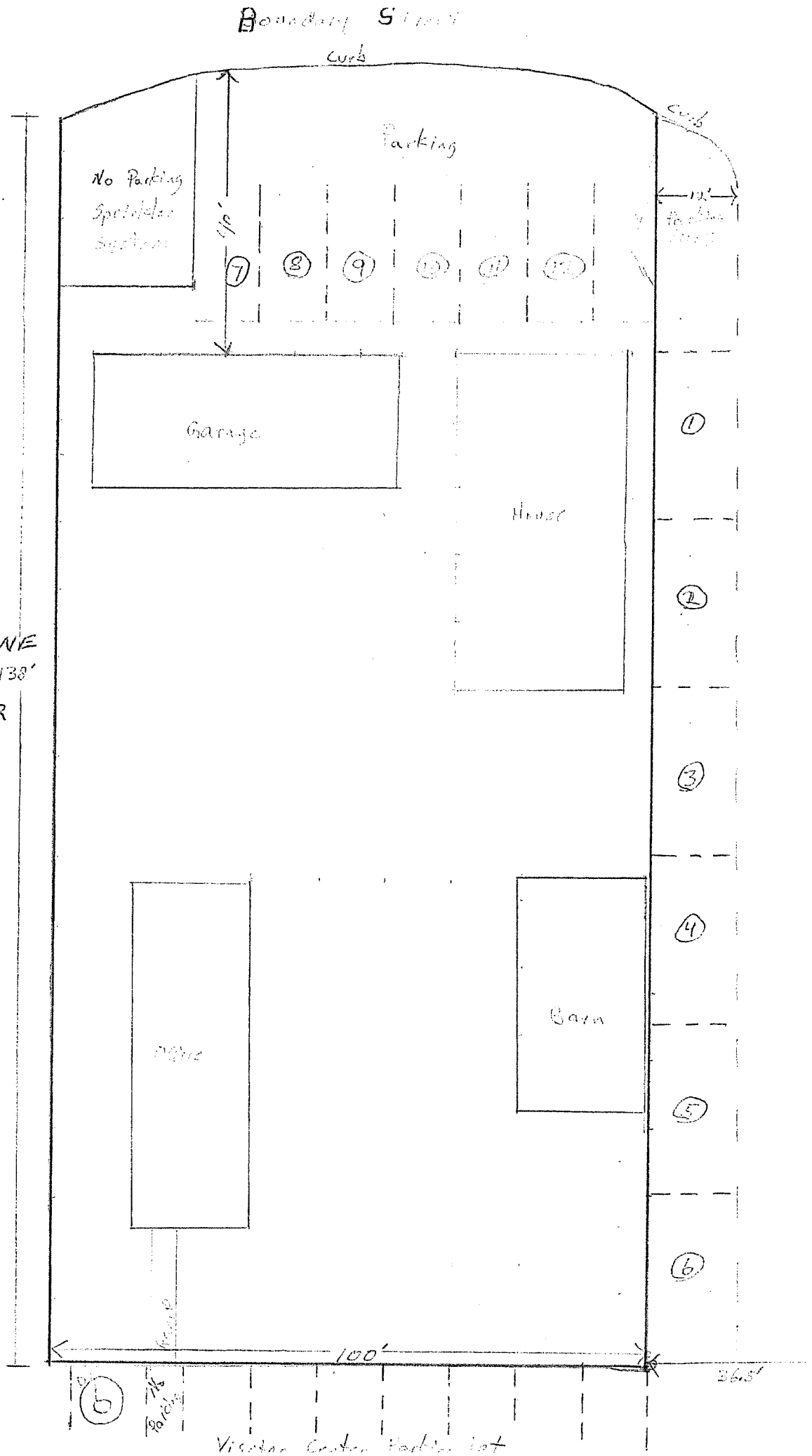
PARKING PLAN

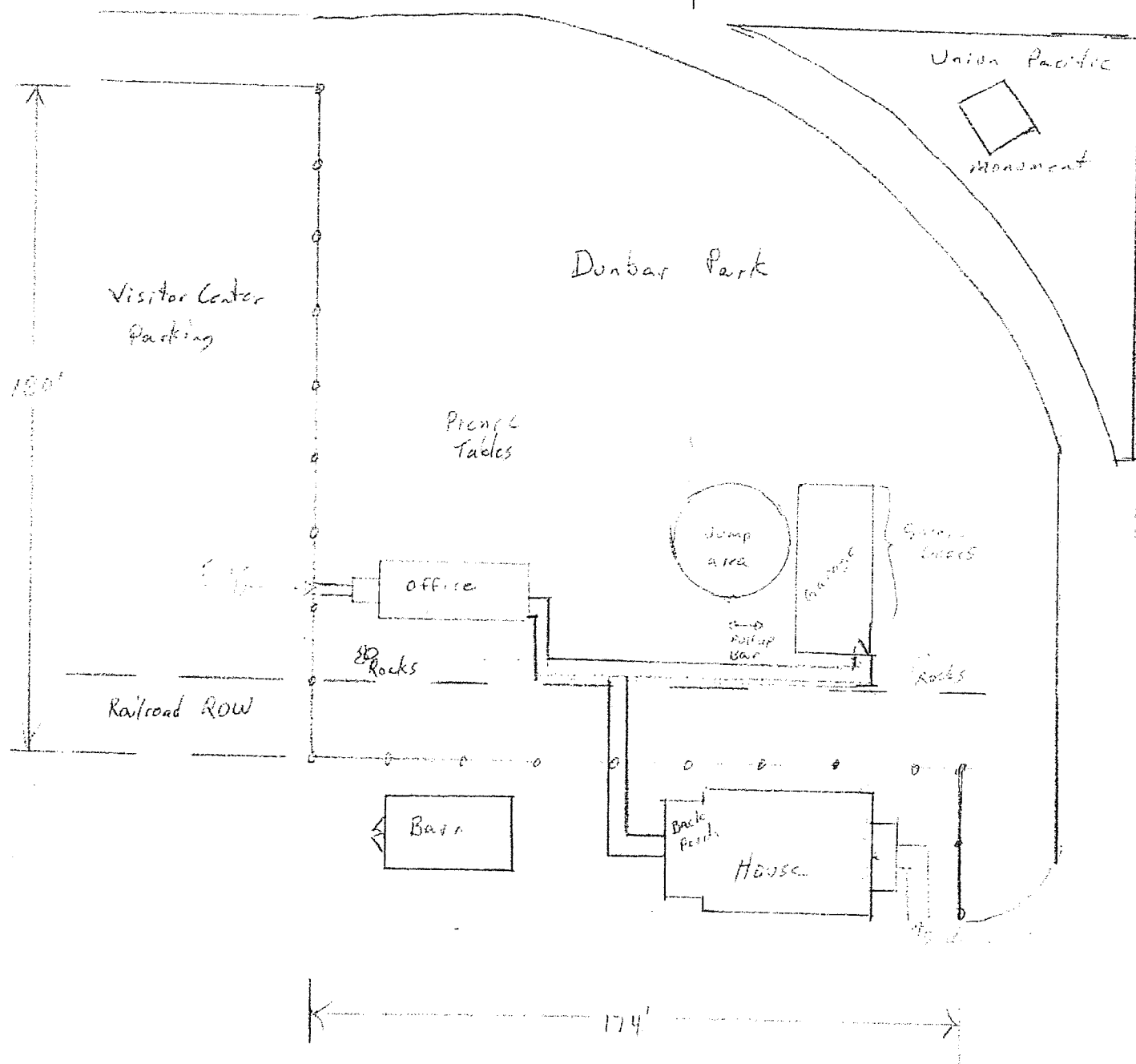
LEGEND

① PARKING SPACES

□ Lease Area

Approximate Scale
1 inch = 20'





IMAX Parking

Town of West Yellowstone Leases (2/15/2022)															
Lease/Agreement Name	Payments/Rate	Terms	Origination Date	Expiration Date	Renewal Clause	Lease Cancel/Termination Provision	Insurance	Assessments and Taxes	Services/Utilites Provided	Construction and Capital Improvements	Repair and Maintenance (Building)	Repair and Mainetanace (Grounds)	Snow Removal	Special Conditons	Notes
Town Owned Leases															
Chamber of Commerce	\$25/Year + 2% of gross sales	25 Years	10/22/1992	10/22/2017	25 Year Renewal with 60 day written notice	Upon Default	Lessee provides Liability with Town named as additionally insured. Lessee provides casualty coverage.	Lessee	Lessee	Lessee	Lessee (Town Provides Bathroom Cleaning)	Town	Town (except sidewalks)	None	
Groomer Shed	\$50/Year	5 Years	2/18/2014	2/18/2019	5 Year renewal with 60 days written notice	Yes	Lessee provides Liability with Town named as additionally insured. Lessee provides casualty coverage.	Lessee	Lessee (Town pays water/sewer)	Lessee(with approval)	Lessee	Lessee	NA	No explosives	
Rendezvous Trailhead	\$100/Year	10 Year	2/18/2014	2/18/2024	10 Year Renewal with 60 day written notice	Yes	Lessee provides Liability with Town named as additionally insured. Lessee provides casualty coverage.	Lessee	Lessee (Town pays water/sewer)	Lessee(with approval)	Lessee (Town provides bathroom cleaning)	Lessee	NA		
Billings Clinic	\$1,200/Year	1 Year (max 5 Years)	1/1/2023	12/31/2027 (unless terminated)	1 year (max 5 Years)	any reason with notice or cancellation of services agreement	Town Provides Casualty Both Parties maintain Liability	N/A	Lessee	Town Provides Capital Improvements Lessee can make repairs and improvements with Permission	lessee (except major repairs to structure)	Town	Town (except sidewalks)	Improvements are property of the Town. Personal property purchased by CHP and not affixed to the premise remains CHP Property	
Little Rangers	\$120/Year	5 Years	6/15/2018	6/15/2023	5 year renewal with 6 month written notice	Yes	Town Provides Casualty LRLC Board maintains Liability	N/A	Lessee	Lessee with approval	Routine maintenance and cleaning by lessee, larger repairs by Town.	Town	Town (except sidewalks and playground)	Improvements are the property of the Town, except for personal property owned or purchased by LRLC that is not affixed to the premise	
Yellowstone Historic Center (UPDL)	\$1/year	5 Years (max 20 years)	10/31/2015	10/31/2020 (automatic renewal) so technically 10/31/2025	5 year automatic renewal with a maximum of 20 years	Yes	Town Provides Casualty YHC also maintain fire and peril. Both parties maintain liability insurance.	N/A	escalating % paid by YHC each Year	Town Provides Capital Improvements Lessee can make repairs and improvements with Permission	Routine maintenance and cleaning by lessee, larger repairs by Town.	Town	Town (except sidewalks)		
Library Lease and Services Agreement (Same agreement)	\$1/Year	5 Years	7/1/2022	6/30/2027	5 year automatic renewal with 90 day written notice	Upon Default	Town provides casualty and liability insurance	Town	Town	Town	Town Provides Capital Improvements Lessee can make repairs and improvements with Permission	Town	Town (except sidewalks)		
Hebgen Basin Fire District (Ground Lease Only)	\$100/Year	20 Years	11/9/2015	11/9/2035	10 year automatic renewal	Yes	Lessee provides liability.	N/A	Lessee	Lessee (with approval from Lessor)	Lessee	Lessee	Lessee	Upon termination of the lease, Lessee has 180 days to remove property.	If the property is destroyed, it must be replaced within 1 year.
Search and Rescue Building (Ground Lease Only)	\$100/Year	20 Years	2/15/2011	12/31/2030	no automatic renewal	Yes	Lessee provides liability and casualty with Town named as additionally insured.	Lessee	N/A	N/A	N/A	N/A	N/A	Upon termination of the lease, the lessee must restore property and remove building.	There are also conditions on improvements.
Yellowstone Nature Connection (Ground lease Only)	\$100/Year	10 Years	9/1/2022	8/31/2032	10 year automatic upon review	Upon Default	Both provide liability insurance lessee provides commercial general liability with the Town named as additionally insured	Lessee	NA	NA	NA	NA	NA		
Yellowstone Foundation(Ground Lease Only)	\$100/Year	10 Years	5/1/2020	4/30/2030	no automatic renewal	Yes	Town additionally named.	Lessee	N/A	N/A	N/A	N/A	N/A	Upon termination of the lease, the lessee must restore property and remove building.	
Town Leases															
WWTP (Airport Ground Lease only)	\$41,209 (2022 Rate)	10 Years	1/19/2016	1/31/2026	No automatic renewal	YES	Town maintains Liability, Casualty, and Workers Comp. Lessor is named as additionally insured.	Town	Town	Town	Town	Town	Town	Town responsible for returning the property to its original condition within 3 years of lease termination.	

Staffing Plan final thoughts.

February 15, 2022

Staffing:

1. Town Clerk- move to Confidential Exempt
2. Administrative Assistant- Non Confidential- Hourly under CBA
3. Social Services Director (Department Head)- Exempt/Salary

Contractual Staff:

4. Planning and Zoning (Employed under contract)

Staffing:

1. Town Clerk
 - Make Position Confidential/Exempt
 - Handles confidential and financial information
 - Attends council meetings and variable schedule
 - Managing basic HR functions

Human Resources Functions:

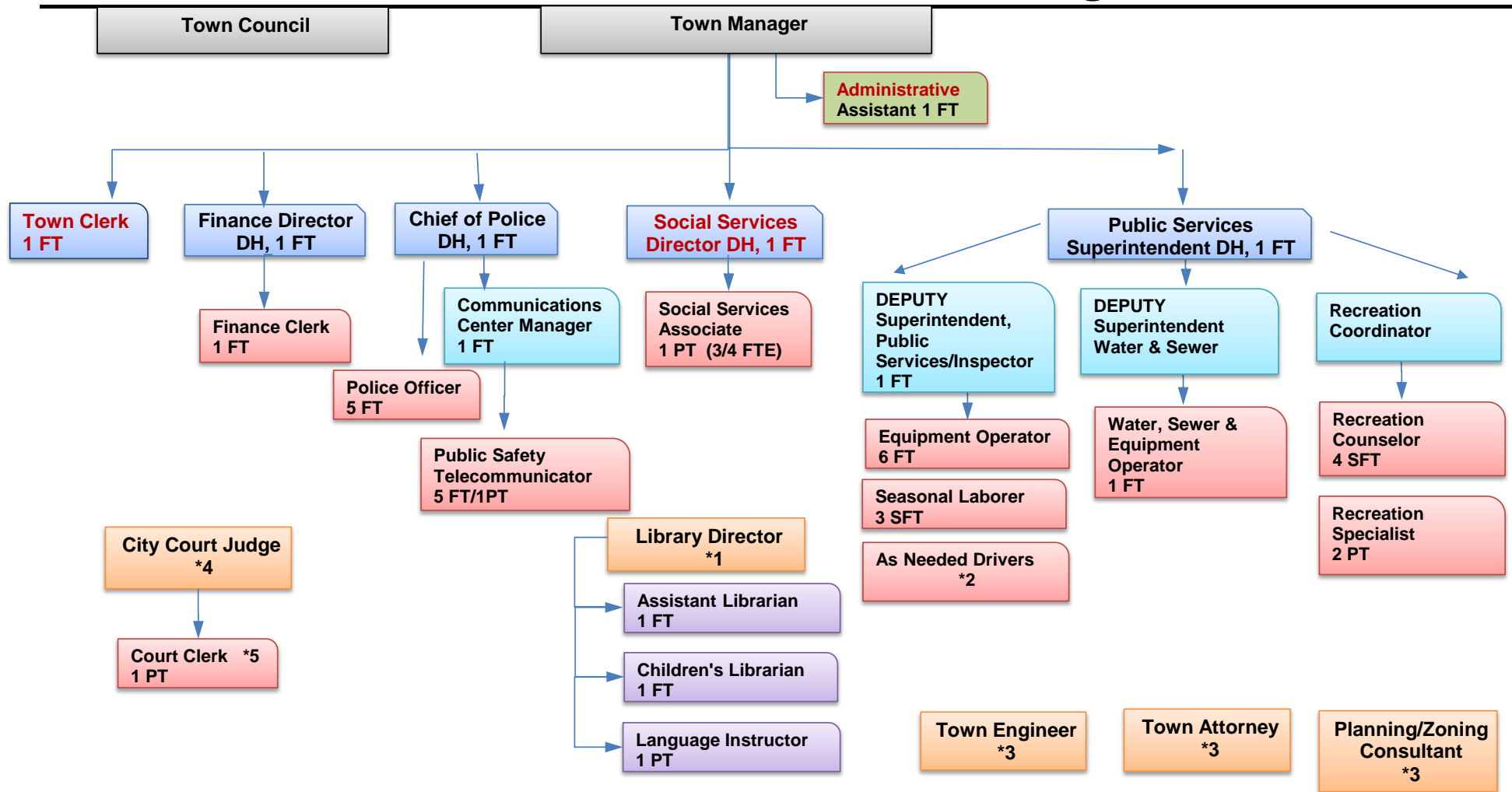
- Assist with the coordination of recruitment, selection, and onboarding/retention of staff
 - Conduct exit interviews
 - Provide or assist in human resource training for department heads
 - Staff relations
 - Would not completely eliminate the need for HR/Legal Consultation
2. Administrative Assistant
 - Replaces Executive Assistant
 - Would not have access to confidential information
 - Assists and provides clerical support to Town Manager, Clerk, and Public Service Supt., and occasionally Finance Director and Other Staff
 - Assists with record keeping
 - Assists with Permitting and other Administration functions
 - Works with the Town Manager and Clerk on External Public Relations/Communication
 - Website/Social media
 - Provides a backup to the non-confidential functions of the Town Clerk
 - Liaison with Town boards (Keeping records, notices, agendas and minutes)
 - Assists with grant writing and tracking
 - Assist with employee recognition and wellness
 - Safety compliance
 3. Social Services Director (Department Head)
 - Department Head position eliminated in 2020

- The Director position was not filled
- Department position needed to provide singular guidance and leadership for the Department.
- Unique department
- Identify and make any adjustments to critical services expectations (mission creep)
- Update Social Service Director Job Description (last updated 2015)

Add Contractual Support:

4. Planning and Zoning (Employed under contract)
 - Intrinsik/Marty Matsen
 - Assists with update to the zoning/subdivision codes
 - Assist with establishing zoning in 80 acres (required at annexation).
 - Assists Town with future specific large or complex planning/zoning projects

Town of West Yellowstone Staffing Plan



*1: Library functions are governed by State Law and Agreements; Director is appointed by the Library Board and directs staff. Currently PT Position.

*2: List of people with CDLs will be maintained to call as needed.

*3: Employed under contract

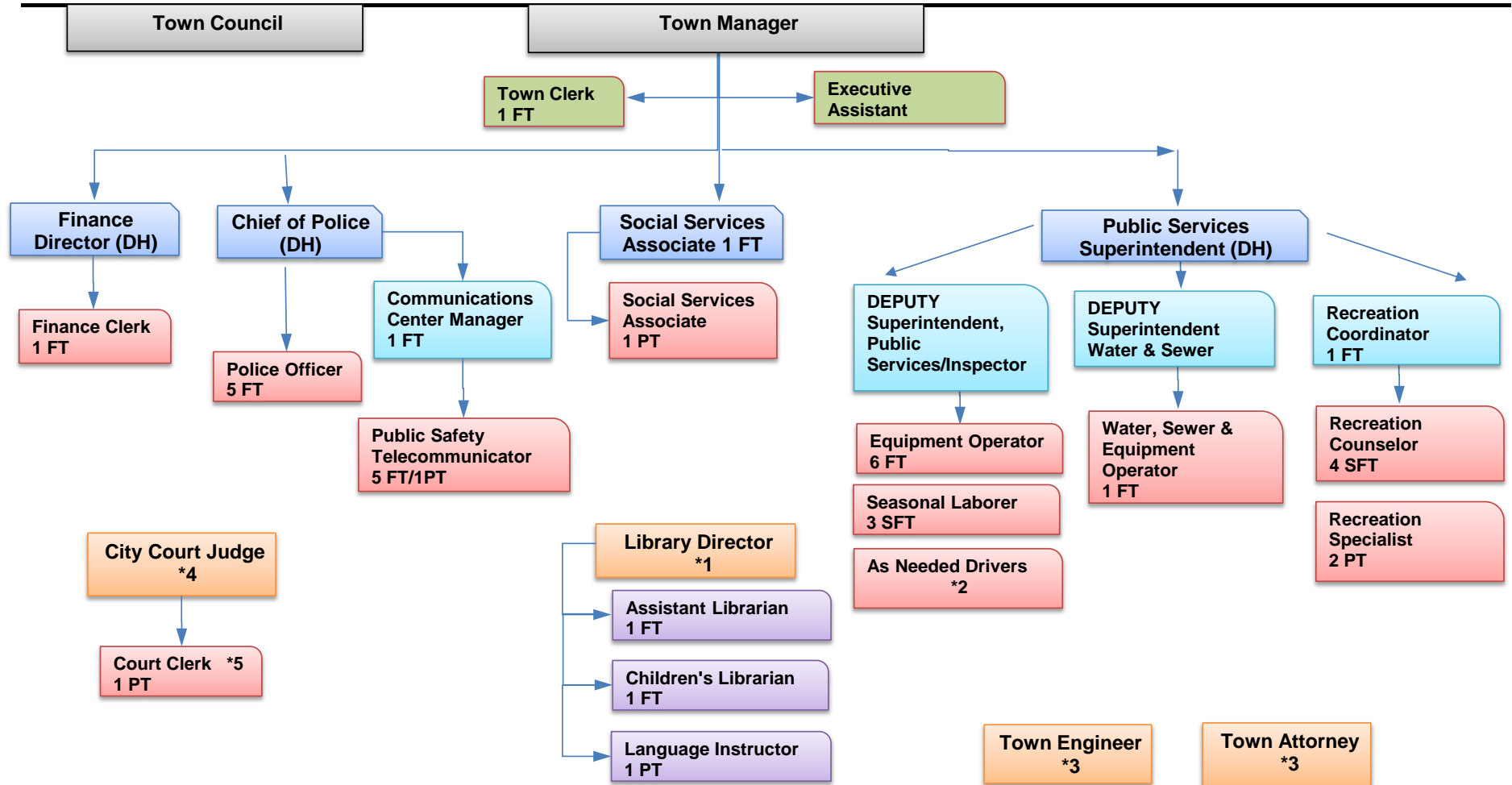
*4: Appointed by Town Council

*5: Under supervision of the Town Manager

FT= Full-Time Status Permanent
 PT= Part-Time Status Permanent
 SFT= Full Time Status Limited Term

SPT= Part-Time Status Limited Term
 STS= Short-Term Status
 DH= Department Head

Town of West Yellowstone Staffing Plan



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