

Town of West Yellowstone

Tuesday, May 9, 2023

West Yellowstone Town Hall, 440 Yellowstone Avenue

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

Meeting ID: 893 834 1297.

WORK SESSION

5:00 PM

Legal Services RFP Responses

5:00 PM – Griffith & Cummings, PC

5:45 PM – Kasting, Kauffman & Mersen, PC

Discussion

TOWN COUNCIL MEETING

7:00 PM

Pledge of Allegiance

Comment Period

- **Public Comment**

Sharon Mankey, Povah Center acoustics

- **Council Comments**

Treasurer's & Securities Reports

Purchase Orders: #6535 to Rod's Diesel and Generator Service, Inc. \$5177.00, generator repair Claims

Business License Applications: **Bear Spray Shack, LLC, bear spray rentals vending machine**
Triple S Cleaning and Remodeling, LLC, contractor
Snowmelt Properties, LLC, residential rental
Geyser Gear Outdoor Rentals, camping equipment rentals
Burger Church, mobile food vendor

Consent Agenda

Minutes: **April 18, 2023 Town Council Meeting**

Town Manager & Staff Reports

Advisory Board Reports

Public Meeting: Proposed Wastewater Treatment Facility

Presentation by Forsgren Associates, Question/Answer session

ACTION ITEMS

Legal Services Contract

Discussion/Action

Land Lease for Wastewater Treatment Facility

Discussion/Action

Event Permit Applications

Discussion/Action

- West Yellowstone Community Market, Resort Tax Bond Waiver Request
- Yellowstone Half Marathon & 5K, Outside Amplification Permit

Advisory Board Appointments

Discussion/Action

- Tourism Business Improvement District, Jeremy Roberson, 50-100 rooms
- Parks & Recreation Advisory Board, Jenny Jordan

Correspondence/FYI/Meeting Reminder



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 prior to regular Tuesday meetings 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 (406) 646-7795 or eroos@townofwestyellowstone.com.
- 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.



Town of West Yellowstone

Request for Proposals - Legal Services

The Town of West Yellowstone is seeking proposals from qualified firms or individuals to provide legal services. In addition, the firm or individual will act as the Town Prosecutor. Applicants must be currently licensed to practice law in the State of Montana. Applicants are required to have a minimum of five years of experience in municipal law. Strong background in labor, land use, contract, criminal, tax, and real estate law is necessary. At a minimum, please provide; names and qualifications of attorneys that will be providing service to the Town, a list of fees for services, previous relevant experience, and references. A complete scope of work to be provided under the awarded contract may be obtained by contacting the Town of West Yellowstone, PO Box 1570, 440 Yellowstone, West Yellowstone, MT, 59758, (406) 646-7795, or by email at info@townofwestyellowstone.com. All proposals must be received by 5:00 PM, May 5, 2023.



April 27, 2023

Town of West Yellowstone

Sent by email: info@townofwestyellowstone.com

Proposal – Legal Services

Thank you for the opportunity to submit a proposal for legal services. My name is Alanah Griffith and I am the managing attorney for Griffith & Cummings, PC. We are located in Big Sky, MT. This proposal may be a bit different than other proposals in that we are proposing that the Town use our firm's services for specialized and/or supplemental legal support for certain projects or areas of law, as opposed to servicing all of your legal needs. Many towns, especially those facing the same types of projects that you will be addressing in the coming years, hire a law firm that specializes in contract and civil law to support an attorney or firm that is providing the day to day needs of the Town (e.g., criminal prosecution and other routine matters). Those Towns look for firms who specialize in amending/drafting zoning, codes and growth policies, implementing affordable housing programs, drafting personnel policies, and working with diverse groups to find solutions for your Town's needs. As I will explain, this type of law is our specialty, and our firm would be very honored to provide those services to West Yellowstone on an as needed basis should you decide that our services would be useful to the Town.

Who will be Providing Legal Services to the Town?

Griffith & Cummings, PC's attorneys and staff will all be available to serve your needs. This includes myself, attorney John Kirby and office manager Morgan Owens. I have attached CVs for myself and John Kirby.

You will mainly be working with me. I have been practicing law in Montana for over 20 years, mainly in Gallatin, Park, and Madison counties, but my specializations take me all over Montana. I specialize in Contract law, which includes Real Estate, Business, Construction/Development, Employment and Community Association law. The bulk of my practice is spent working with owner's associations and developers, all outside West Yellowstone (thus no conflict). Like any town, my developers and associations deal day in and day out with zoning, use regulations, subdivision, growth plans, water and sewer facilities,



transportation, employment and independent contractor contracts. In fact, representing owner's associations and developers is like representing mini cities and towns.

They have many of the same issues that you have identified you would like to address in your Town Priority Project for 2023. For example, I have worked closely with both Gallatin County and the City of Bozeman on growth policies, zoning updates, zoning map and text amendments. I regularly work with water and sewer issues, including a recent Montana Supreme Court case *Elk Grove Dev. Co. v. Four Corners Cty. Water & Sewer Dist.*, 2020 MT 195, 400 Mont. 515, 469 P.3d 153. Some of the associations that I have represented even have larger populations than West Yellowstone (e.g., Big Sky Owner's Association and Ponderosa Pines Owners Association).

I am the first to say that I have not had the opportunity to work directly for a municipality. However, I work as a partner to various municipalities daily and it would simply be shifting my hat from the partner (developer and/or owner's association) to the municipality if my firm was to work for the benefit of the Town. I am familiar with the specific issues that a town faces and the areas of Montana Code that address a town (e.g., Montana Constitution's Right to Know, Open meeting laws and Title 7 as well as other sections of the Code). I have litigated a number of matters both against and along with various municipalities.

What Legal Services Would We Provide and What is the Cost?

We are open to providing any service that you feel we can provide for you in a manner that supports or supplements whomever you hire as your city prosecutor/Town attorney. There are a number of different ways this could work, and my team is flexible.

Reviewing your Town Priority Project for 2023, our firm has the following expertise:

1. Food Truck Ordinance. In general, we have developed hundreds of use restrictions for communities. These are the same as ordinances. In addition, we have helped municipalities amend their ordinances. For example, we are currently working with the City of Bozeman to amend their ordinances to allow Urban Farming in B-2 zoning.
2. Reviewing and Negotiating Contracts like the AG Graphic agreement. Contract review and negotiations is something that our firm handles on a daily basis.
3. Town Policy Manual. Our firm works with many of its clients to update policy manuals, typically reviewing them on a yearly or bi-yearly basis.
4. Employee Policy Manual. Our firm represents a number of businesses and has drafted a number of Employee Policy Manuals over the years.
5. 80 acres Development Plan/Strategy. This is one of our foremost areas of expertise and we have represented community minded developers for years. We also have worked with the Big Sky Housing Trust on a number of their affordable housing projects, so we are familiar with the available grants, various structures, deed restrictions, water and sewer needs, etc., for developing land for the best use of a community. I am also the head of Morningstar Learning Center's Building Committee which is currently tasked with

building a new center and turning our current center into affordable housing. We would love to help your team work on this project.

6. Growth Policy. I have worked on a number of growth policies over the years, providing comments on drafts, alternative language and other help to growth policy committees over the years.
7. Facilities Planning. This is a very large part of what I do for associations as they must continually assess, maintain, replace and repair their facilities including roads, parks, water and wastewater facilities, buildings, common elements (condominiums) and other facilities.
8. New water well. I also work with my associations and developers to secure new water rights.

To be clear, depending on what firm or attorney you may hire, our assistance may not be needed. However, we would suggest that you review each item with that attorney to decide if our assistance would supplement or be better suited to the task at hand.

Our cost would be based on an hourly fee. Currently, my time is billed out at \$300.00 an hour and John bills out at \$225.00 an hour. Of course, our travel time is much less than most attorneys as we all live in Big Sky, MT. We typically bill half time for travel. We are happy to appear by phone or video if the Town would like to save on travel costs.

References:

Lindsay Freitas. Owner of Saddle Peak Properties, LLC. (406)581-0142. Lindsay has been a property manager in Gallatin/Park and other counties for about two decades. We have worked with Lindsay's Association clients for those two decades on a variety of matters, including water, sewer, parks, streets, amendment of governing documents and vexatious litigants.

Susan Swimley. Owner of Swimley Law in Bozeman, MT. (406) 587-4427. I have worked with Susan both on opposing sides and on the same side of many land use, real estate, water and contractual issues.

Please let me know if you have any questions for me or need more information from me or my office. I look forward to discussing this with you in the future.

Sincerely,



Alanah Griffith

ALANAH GRIFFITH

P.O. Box 160748
Big Sky, MT 59716
(406) 624-3585
email: alanah@bigskymtlaw.com

EDUCATION

UNIVERSITY OF MONTANA SCHOOL OF LAW, Missoula, Montana

Graduated with *Honors*, May 2002

Honors: Joseph J. McCaffrey Scholarship: *based upon academic merit*

Activities: Montana Law Review: Editor

Negotiation Team: Second Place: Regional

Publications: Comment in the Montana Law Review: *Burlington Northern v. Red Wolf*.

NORTH CENTRAL COLLEGE, Naperville, Illinois

B.A. in Philosophy and Psychology with a minor in History of Ideas, *cum laude*, June 1997

Honors Thesis: *Nietzsche and Women: How the Women in His Life Affected His Philosophy*

Honors: Presidential Scholarship: *based upon academic merit*

Highest Distinction in Major: Philosophy

President's List: *all semesters*

EMPLOYMENT

EIGHTEENTH JUDICIAL COURT, J. MARK GUENTHER

Staff Attorney, September 2002-September 2004

Researched various cases, case law, rules and regulations, drafted decisions and held omnibus, scheduling and pre-trial hearings for the Court. Because of Judge Guenther's illness and subsequent death, I organized, briefed and otherwise acted as staff attorney for the other 21 district court judges that sat in for Judge Guenther on many different cases, including a variety of criminal, civil, youth in need of care and mental commitment cases.

MARK A. BRYAN, P.C., (406) 586-8565

Associate, September 2004-February 2008

Specialized in business, construction, real estate and homeowner's association law. Rewrote many quasi-governmental documents for various quasi governmental agencies based on the current codes and regulations in Montana. Appeared, tried cases or otherwise argued in Justice Court, District Court and the Montana Supreme Court on behalf of clients. My specialties require me to have extensive knowledge of the Montana Code Annotated and the Administrative Rules of Montana.

PAPE & GRIFFITH, PLLC, (406) 522-0014

Partner, February 2008 – May 2014

General practice and litigation with specialties in business, real estate, construction and homeowner's association law. Continued the same work that was done for Bryan Law. Pro bono work included adoptions, volunteering to represent guardian ad litem in youth and neglect cases and guardianship/conservator matters. Appeared, tried cases and otherwise argued in Justice Court, State District Court, Federal District Court and the Montana Supreme Court.

MONTANA STATE UNIVERSITY (406) 994-6453

Adjunct Professor School of Business, January 2004- May 2004; January 2011-January 2012

Taught part-time at MSU. Taught two courses: Legal Issues for Accountants, a master level class for accounting students and Business Law, a 300 level class typically taken by a variety of students.

GRIFFITH LAW GROUP, (406) 624-3585

Owner, May 2014 – August 2017.

General practice and litigation with specialties in business, real estate, construction and homeowner's association law. Continued the same work that was done for Pape and Griffith. Became a trained mediator through the Center for Collaborative Solutions. Pro bono work includes adoptions, access to justice and mediation. Continue to appear, try cases and otherwise argue in Justice Court, State District Court and the Montana Supreme Court.

GRIFFITH & CUMMINGS, PLLC (406) 624-3585

Partner, August 2017 – Current.

Ms. Cummings and Ms. Griffith attended law school together and have continued to practice in the same fields of law as described above. They have offices in Big Sky and Whitefish.

AWARDS

Montana Supreme Court Annual Judicial Staff Award for Excellence, 2004.

PROFESSIONAL MEMBERSHIP AND VOLUNTEER WORK

- Admitted to the practice of law in all Montana state courts, before the Federal District Court and the 9th Circuit Court of Appeals.
- Member of the Montana Bar Association and the American Bar Association
- Served as President of the Montana New Lawyers' Section in 2007-08
- Currently serves as President of the the Montana Bar Association's Professionalism Committee. Has served on the Committee since 2008. The Professionalism Committee puts together Road Shows to present ethic's CLE to members, the New Lawyer's workshops which pairs new attorneys and wise (I would hate to say older) attorneys to discuss a variety of topics relevant to new attorneys and organizes the Annual Bar Association Meeting each year.
- Currently serves on the Montana Bar Association's Secretary/Treasurer. This is the governing arm of the Montana Bar Association.

- Volunteered for the Gallatin Legal Assistance Clinic helping low income people with family law issues. Is currently attempting to set up an arm in Big Sky, MT to serve Big Sky and West Yellowstone.
- Volunteered for the Community Mediation Center and the Gallatin County's Justice Court providing free mediation services to a variety of clients.
- Volunteers for Lone Peak High School in Big Sky, MT as the Mock Trial Coach.
- Board of Directors for Morningstar Early Education Center in Big Sky. Is the Building Development Committee Chair which is seeking to build a new education center and repurpose the existing buildings into employee housing.

MONTANA SUPREME COURT CASES

Heringer v. Barnegat Dev. Grp., LLC, 2021 MT 100, 404 Mont. 89, 485 P.3d. Represented Declarant in the Moose Ridge Condominiums against owners. Issue regarding mootness. Prevailed.

Craig Tract Homeowners' Ass'n v. Brown Drake, LLC, 2020 MT 305, 402 Mont. 223, 477 P.3d 283. Represented interest of the Community Association Institute (National organization of community association professionals and associations.) File an amicus brief regarding vacation home rentals and uses around the United States. Montana Supreme Court adopted the requested suggestion of reviewing each vacation rental use and comparing it to the governing documents instead of ruling that all vacation rentals are residential uses.

Elk Grove Dev. Co. v. Four Corners Cty. Water & Sewer Dist., 2020 MT 195, 400 Mont. 515, 469 P.3d 153. Representing owner's association with regards to their water system. Remanded back to the District Court for further proceedings.

Glastonbury Board of Directors v. O'Connell, 2019 MT 121N, 455 P.3d 432. Represented the individual members of the Glastonbury Board of Directors in an order of protection case requesting a permanent order of protection. Prevailed.

Edmiston v. Gerken, 2017 MT 255n, 390 Mont. 424, 404 P.3d 709. Representing servient estate owner in an easement dispute. Did not prevail.

Mandell v. Ward, 2016 MT 205, 384 Mont. 377, 377 P.3d 1228. Representing architect/builder in a payment dispute. Prevailed.

Beebe v. Bd. Of Dirs. Of the Bridger Creek Subdivision Cmty. Ass'n, 2015 MT 183, 379 Mont. 484, 352 P.3d 1094. Represented Mr. Beebe against his owner's association regarding whether they could use general funds to pay for Improvements to the Common Area. Prevailed.

O'Connell ex rel. Glastonbury Landowner's Asso. v. Bolen, 2012 Mont. 283N, 368 Mont. 41. Represented individual board members against former board member who sued association and individual board members. District court dismissed complaint. Montana Supreme Court overturned stating District Court should have granted pro se litigant more leniency.

Clark v. Pennock, 2010 MT 192, 357 Mont. 338, 239 P.3d 922. Represented owner of the servient estate in an easement case. District Court granted wide open easement. Montana Supreme narrowed the easement.

Ponderosa Pines Prop. Owners Ass'n v. Clapper. 2008 MT 92N, Represented owner's association against owner to enforce covenants. Prevailed.

District Court and Justice Court Cases can be provided upon request.

PRESENTATIONS

Road Show Presentations: The Professionalism Committee puts together at least two "Road Shows" a year. The Road Shows are ethics presentations done through story telling vignettes, round table and large group discussions netting an attendee three ethics CLEs. The attendance is usually 200-400 attorneys each time. Presented at all Road Shows since 2008.

New Lawyers Workshop Either once or twice a year, the MT Bar Association puts together Workshops where new attorneys (new to the practice 1-5 years; or new to the state 1-5 years) can sit down in a confidential setting, and discuss various issues with more experienced attorneys. (workplace issues, dealing with older attorneys, dealing with the court, etc.) Typically there are three experienced attorneys, one judge and four-five new attorneys in a group. There are also presentations during the day on various issue. I have been an "experienced attorney" member since 2009.

2016 Montana Annual Bar Meeting, Missoula, MT: *Dealing with Vexatious Litigants, the Motta Decision*. Presented a one hour presentation with Susan Swimley of Bozeman about how to handle Vexatious Litigants. My portion was about community associations and vexatious litigants

2017 Montana Annual Real Estate CLE, Fairmont, MT: *Homeowner's Associations, the Good, the Bad the Ugly*. Presented a one hour presentation with Mindy Cummings of Big Sky about Homeowner Association law in Montana.

2019 CLE and Ski, Big Sky, MT: *Homeowner's Associations, the Good, the Bad the Ugly Part Deux*. Presented a one hour presentation with Mindy Cummings of Big Sky about Homeowner Association law in Montana.

2022 CLE and Ski, Big Sky, MT: *Drafting Condominium Declarations: Learn from my Mistakes*. Presented a one hour presentation regarding the nuts and bolts of drafting a condominium declaration.

Upcoming: 2022 Montana Annual Real Estate CLE, Fairmont, MT. I have been asked to present *Drafting Condominium Declarations: Learn from my Mistakes* on April 15, 2022.

JOHN F. KIRBY JR.

63 Timber Ridge Rd., P.O. Box 160511, Big Sky, MT 59716

Email: John@bigskymtlaw.com Phone: (216) 406-4991

EDUCATION:

University of Wisconsin Law School

Madison, Wisconsin

Juris Doctor, May 2015

- Wisconsin International Law Journal
- Wisconsin International Law Society
- Best Performance in *Federal Taxation I*

Davidson College

Davidson, North Carolina

Bachelor of Arts, Religion, May 2011

- Sigma Phi Epsilon, Vice President of Recruitment (2009-2010)
- Davidson Generals (a cappella singing group), Tenor 2 Section Leader (2007-2010)
- Tour Guide and Prospective Student Host (2008-2009)

WORK EXPERIENCE:

Griffith & Cummings, PLLC

Big Sky, Montana

Associate

2022-Present

- Drafted legal documents pursuant to real estate matters including, covenants, bylaws, and rules and regulations for new real estate developments, easements, residential and commercial leases, amendments to covenants, etc.
- Represented homeowners' associations and homeowners in litigation related to disputes regarding association governing documents.
- Assisted clients in business formation and restructuring, including LLC filings with the Secretary of State and drafting all necessary documents including operating agreements, special meeting minutes, stock certificates, etc.

Clocktower LLC

Big Sky, Montana

Legal Advisor and Consultant

2017-2022

Closely held family-owned business operating restaurants, rental properties, and investment properties.

- Drafted necessary legal and business documents regarding Clocktower LLC's ongoing operations.
- Advised on estate implications for Clocktower LLC investment properties, petitioned local governments to safeguard property rights, participated in insurance litigation involving potential bad faith claims.
- Attended board meetings designed to develop and implement business strategies, property development, maintenance, cost outflows, etc.

LegalMatch

Madison, Wisconsin

Legal Writer

2017

- Researched various legal issues and drafted articles on topics including contract disputes, business formation, bankruptcy, property and estates issues, tort liability, criminal liability, constitutional rights, and family law.
- Managed and edited existing legal content for LegalMatch's 6,500+ article library.

Dane County Corporation Counsel

Madison, Wisconsin

Legal Intern

2014

- Researched and drafted legal memoranda regarding a wide variety of legal topics including FCC regulations, government building contracts, permanency planning, privacy rights, and constitutional law.
- Represented the interests of Dane County in court proceedings related to permanency planning and mental commitments while under the supervision of assistant corporation counsel.

Judicial Intern Program

Madison, Wisconsin

Legal Intern, Dane County Circuit Court

2013

- Researched and drafted legal memoranda for rulings on pre-trial motions.
- Drafted judicial opinions on motion hearings related to contract provisions and non-compete agreements.

Squire Patton Boggs LLP

Cleveland, Ohio

Legal Clerk

2012

Squire Sanders LLP, an international law firm consisting of 36 offices in 17 countries, represents both public and private sector clients in a variety of legal areas.

- Performed daily court runs to the Court of Common Pleas, Probate Court, and Federal Court in addition to producing and maintaining a docket department expense sheet.
- Updated firm docket information, generated attorney trial reports, and assisted docket specialists with electronic court filings.

Squire Patton Boggs LLP

Cleveland, Ohio

Legal Clerk

2010

- Aided in pro bono domestic violence cases and streamlined the system for obtaining civil protection orders for clients.
- Updated firm docket information and performed daily court runs to the Court of Common Pleas, Probate Court, and Federal Court.

KASTING, KAUFFMAN & MERSEN, P.C.

A T T O R N E Y S A T L A W

JOHN M. KAUFFMAN
JANE MERSEN
DENNIS L. MUNSON
LILIA N. TYRRELL
JORDAN P. HELVIE

KENT M. KASTING, *Retired*

716 SOUTH 20th AVENUE, SUITE 101
BOZEMAN, MONTANA 59718
TEL: (406) 586-4383 FAX: (406) 587-7871
E-MAIL: reception@kkmlaw.net

May 5, 2023

Town of West Yellowstone
P.O. Box 1570
West Yellowstone, Montana 59758

RE: Proposal for Legal Services

Dear Town Manager and Council Members,

Our firm is pleased to provide this proposal for legal services to the Town of West Yellowstone. We first started working for the Town in November 2014. Since that time, there have been a few changes in our firm. Jordan Helvie, former associate attorney is now a shareholder in the firm. He has practiced for almost 10 years and in addition to Montana, is admitted to practice in Idaho and Wyoming. The other shareholders are John Kauffman who has practiced for over 30 years and focuses on complex civil litigation; Dennis Munson has practiced in the family law arena for almost 20 years and Lilia Tyrrell, who focuses on employment law has practiced over 15 years. I have been in practice for 32 years. Bill Hanson and Kent Kasting have retired from the firm.

The members of our firm practice in the areas of employment, municipal, prosecution, real estate, estate planning, probate, family law, transactional work, litigation and construction law. We have participated in collective bargaining on behalf of employees and employers. We have been the attorneys for the Town of Manhattan since 2001. Before joining this firm, I was a deputy county attorney for Gallatin County for 10 years and prosecuted defendants who committed a large variety of crimes. I attach my Resume for your review.

Our work for Manhattan and West Yellowstone has included representing the Towns in civil law suits including a condemnation action, and resort tax collection and working with insurance defense counsel on other suits. We advise the Towns in letting contracts for large infrastructure projects. We assisted Manhattan in adopting its first impact fee ordinance to help it accommodate unprecedented growth in the mid-2000s and assisted bond counsel on various bonding issues. We advise the police departments and the Towns on personnel issues and advise the councils on land use and other local government issues. We prosecute all city misdemeanors.

Our firm prides itself on our community involvement by serving on boards such as Bozeman Health, Prospera, Stockman Bank Advisory Board, State Bar Board of Trustees, Gallatin County

Bar Association, Bridger Bowl, Bridger Ski Foundation, Museum of the Rockies, the Cat (MSU) Rodeo Scholarship Association, and formerly the Bozeman School District. Please see our website at www.kkmlaw.net for further information. I also serve on the Gallatin County Attorneys' task force to review old sex crime files that have recently come to light.

We are all members in good standing with the Montana Bar and the federal courts for the United States including the United States Bankruptcy Court. Two of the attorneys are admitted to practice in the United States Supreme Court. Our firm is ranked preeminent "AV" with Martindale Hubbel, a highly respected national peer review rating system (AV preeminent is the highest rating the organization gives). We are qualified to represent the Town of West Yellowstone before any Court, administrative or quasi-judicial board, committee, tribunal or other person or corporate body.

Our firm has time and the staff necessary to represent the Town of West Yellowstone. I would be the lead attorney for the Town, given my lengthy history with prosecuting criminals and advising the Town of Manhattan and the Town of West Yellowstone on other issues, however all the attorneys in our firm are qualified and available to assist your Town as the need arises. My workload allows me to be available to attend all Town Council meetings, court hearings, board and committee meetings as required by the Town. I will be available to answer questions, render legal opinions, draft contracts, ordinances and resolutions when requested. Either I or another member of our firm will attend all court hearings. We can provide all other duties that are required by the statutes of the State of Montana and the Charter of the Town of West Yellowstone as is evidenced by our performance for the Town over the last nine years. Lilia Tyrrell and I are available to assist the Town on all personnel matters.

We would agree, should we be awarded the contract, that our rate for regular legal services will be \$300.00 per hour for partner time, \$200.00 for associate time, and the cost for paralegal or secondary legal services at \$100.00 per hour. Our regular partner hourly rates range from \$350.00 to \$425.00. The charges for travel time would be at the same hourly rate and the travel expense would be the same as the applicable Federal rate at the time. The other charges incurred would be billed at our standard rate; \$0.15 per copy, \$1.00 per page for a facsimile and long-distance calls simply at the rate the phone company charges us. We provide detailed monthly statements showing the time spent, tasks performed and costs advanced.

We would very much like to keep the relationship with the Town that we started nine years ago and hope that you feel likewise. If you have any questions or need further information please do not hesitate to contact me.

Sincerely,



Jane Mersen

C: John Kauffman
Dennis Munson
Lilia Tyrrell
Jordan Helvie

KASTING, KAUFFMAN & MERSEN, P.C.

A T T O R N E Y S A T L A W

JOHN M. KAUFFMAN
JANE MERSEN
DENNIS L. MUNSON
LILIA N. TYRRELL
JORDAN P. HELVIE

716 SOUTH 20th AVENUE, SUITE 101
BOZEMAN, MONTANA 59718
TEL: (406) 586-4383 FAX: (406) 587-7871
E-MAIL: reception@kkmlaw.net

KENT M. KASTING, *Retired*

**JANE MERSEN
RESUME
2023**

EDUCATION:

Juris Doctor

University of Montana School of Law
Missoula, Montana

June 1990, admitted to practice in Montana October 12, 1990

Bachelors of Arts, Political Science

Montana State University

Bozeman, Montana

June 1986

EXPERIENCE:

Shareholder:

KASTING, KAUFFMAN & MERSEN P.C.

July 2003 to present.

Associate Attorney

KASTING, COMBS & KAUFFMAN, P.C.

March 6, 2000 to July 1, 2003

Deputy County Attorney

GALLATIN COUNTY ATTORNEY'S OFFICE

Bozeman, Montana

November 13, 1990 to February 29, 2000

Intern

Milodragovich, Dale & Dye, P.C.

Missoula, Montana

February 1990 to June 1990

Intern

United States Department of Agriculture

Office of General Council

Missoula, Montana

September 1989 to May 1990

Research Assistant, Professor David J. Patterson

University of Montana School of Law

November 1988 to February 1990

PRACTICE AREAS:

Construction Law; Estate Planning; Town Attorney for Manhattan;
General litigation; Real Estate and Business transactions; Town Attorney
for the Town of West Yellowstone

OTHER:

Member Gallatin County Attorney's Joint Task Force on Sexual Assault
cases
Stockman Bank Community Advisory Board member
Montana State University Cat Rodeo Scholarship Association Board
member/Treasurer
President Rocky Mountain Breeder's Association
Past President Central Montana Reined Cow Horse Association
Past High School Rodeo State Finals Host Cmte- V.Pres.
Past Secretary: Gallatin County 4-H Market Sale Cmte
Past Trustee- Montana State Bar Board of Trustees
Past Chair: State Bar of Montana CLE Institute
Past President of Gallatin County Bar Association
Past President: Campus Christian Center, Board of Directors
Past Secretary: Gallatin Cattlewomen
Past President: Student Bar Association University of Montana School of
Law

From: [Dan Walker](#)
To: [Elizabeth Roos](#)
Subject: FW: References
Date: Friday, May 5, 2023 3:22:24 PM

From: Jane Mersen <jmersen@kkmlaw.net>
Sent: Friday, May 5, 2023 3:20 PM
To: Dan Walker <dwalker@townofwestyellowstone.com>
Subject: RE: References

Pam Humphrey
Town Clerk Manhattan
(406) 284-3235

Ret. Judge Michael Salvagni
(406) 580-5854

Greg Forsyth
Past Council Member
(406)- 640-1555

James Drummond
Past President Stockman Bank
(406) will fill in when I get it from Jim

Susan Swimley
Attorney
(406) 586-5544

Dennis Hengel
Manhattan Police Chief
(406) 539-0989

Sharon Mankey
PO Box 1191
West Yellowstone, MT. 59758

5/1/2023

Dear Town Council Members,

I want to bring to your attention a problem we have in the Povah Center. The noise caused by sound reverberation in the large hall during senior lunch is such that individuals have complained in the past and continue to complain about not being able to adequately hear and understand conversational speech. I learned that in the past, there were several quilts that hung in the hall and were effective in dampening the noise but that they were removed. The reverberation of sound is frustrating enough for people who have typical hearing, but for those who have hearing loss, conversation is nearly impossible.

I am voicing my concerns as an individual who not only has a documented hearing loss but also as one who has both a bachelor's and master's degree in speech, language, and hearing therapy. I believe the primary purpose of Senior Lunch is socialization for the seniors in our community, especially during the long winter months. With the situation as it is and the degree of difficulty the residents are having in the dining hall, I believe it is resulting in frustration and miscommunications between many them.

We are asking that the quilts be reinstalled or that some form of baffling be placed on the walls of the dining hall so that we can all enjoy our time in the building. We would prefer the quilts since the handiwork was executed by people in the community whom they know. It makes a lot of sense financially because 1) we already have the quilts, 2) commercial baffling can be expensive, and 3) acoustic panels will take away from the beauty of the room.

I would be happy to buy your lunch on a Wednesday or Friday from 11 – 12 during senior lunch if you would like to chat about this at the Povah Center! (I work as a volunteer for Senior Lunch.) It will become evident to you rather quickly why this is a project that should be undertaken.

In addition, if you would like speak to me in person or by phone please contact me. My phone number is: 260.437.5975. Because I work at the elementary school, I cannot answer my phone during the school day on Tuesdays and Thursdays.

Sincerely,


Sharon Mankey, MAT, CCC-SLP

Copy

We, the undersigned are petitioning to have the quilts returned and hung (or baffling installed) in the dining room of the Povah Center to decrease the amount of reverberation (sound bouncing off of the walls). Page 1

Printed Name

Signature

Mike J. Slavin

Mike J. Slavin

Brenda Gregor

Brenda Gregor

Karen Schneider

Karen Schneider

Joseph Schneider

Joseph Schneider

Sharon Mankey

Sharon Mankey

Nancy Meyer

Nancy Meyer

Delbert Turman

Delbert Turman

Becky Buffaloe

Becky Buffaloe

TOWN SPRINGS

TOWN SPRINGS

Tom Leonard

Tom Leonard

Nancy Leonard

Nancy Leonard

Chris Andersen

Chris Andersen

Diane Andersen

Diane Andersen

Jack Whitman

Jack Whitman

Chip Smith

Chip Smith

Mike Aderhold

Mike Aderhold

Nancy Jenkins

Nancy Jenkins

Ed Gregor

Ed Gregor

BOB LINDA STROM

BOB LINDA STROM

Eileen Bryan

Eileen Bryan

Kim Albin

Kim Albin

Mitch Albin

Mitch Albin

Verlene Schmei

Verlene Schmei

Jeremy Hudekoper

Jeremy Hudekoper

Payton Holtom

Payton Holtom

Randy Gravatt

Randy Gravatt

James J. Byrnie

James J. Byrnie

Copy

2 of 4

We, the undersigned are petitioning to have the quilts returned and hung (or baffling installed) in the dining room of the Povah Center to decrease the amount of reverberation (sound bouncing off of the walls). Page 2

Printed Name

Signature

RICH CARLSON
 Erica Hutchings
 Arden Bailey
 Sam Moldenhauer
 Gale Loomis
 Bill Jahn
 SHIRSKO CLARKSON
 James Madison
 Jayson Works
 Scott Riley
~~Carol Hoffmann~~
 Carol Hoffmann
 Carolanne Todd
 Linda Todd
 J Drew Barney
 Bill McGlynn
 Dalton Broodis
 Richard Barthett
 Jodie Cornelius
 Bill Cornelius
 Juanita McCracken
 Benny McCracken
 Cassandra Mitchell
 Sunny Febres
 Robert Anderson
 Bob Everett
 Gray W Forsale
 Lora Febres

[Signature]
 [Signature]
 [Signature]
 Gale Loomis
 Bill Jahnke
 Shirsko Clarkson
 James Madin
 Jayson Works
 Scott Riley
 [Signature]
 Carol Hoffmann
 [Signature]
 Linda Todd
 J Drew Barney
 William McGlynn
 Dalton Broodis
 Richard Barthett
 Jodie Cornelius
 William Cornelius
 Juanita McCracken
 Benny McCracken
 [Signature]
 [Signature]
 Bob Everett
 Gray W Forsale
 [Signature]

We, the undersigned are petitioning to have the quilts returned and hung (or baffling installed) in the dining room of the Povah Center to decrease the amount of reverberation (sound bouncing off of the walls). Page 3

Printed Name

Signature

Barbara Rampy

Barbara Rampy

Patty Oepi

Patty Oepi

Richard Bygones

RICHARD BYGONES

Jan Peterson

JAN PETERSON

Ken Davis

Ken Davis

Marysue Costello

Marysue Costello

Dustin Lyman

Dustin Lyman

Angie Ernest

Angie Ernest

Erica Kingston

Erica Kingston

Joni Deere

Joni Deere

Di Ann Jones

Di Ann Jones

Sue L. Knapp

Sue L. Knapp

Lesh Jones

Lesh Jones

Linda Demarais

Linda Demarais

Milica Ivanovic

Milica Ivanovic

M.J. Shaw

M.J. Shaw

James Starn

James Starn

Kyle Tanner

Kyle Tanner

Jessie Mier

Jessie Mier

M. Mertzner

M. Mertzner

Kiley Knight

Kiley Knight

Katherine Robinson

Katherine Robinson

Katie Parsons

Katie Parsons

Robert Ossini

Robert Ossini

Brandy Almond

Brandy Almond

Shelley W. Johnson

Shelley W. Johnson

Shelley W. Johnson

Shelley W. Johnson

Copy

4 of 4

We, the undersigned are petitioning to have the quilts returned and hung (or baffling installed) in the dining room of the Povah Center to decrease the amount of reverberation (sound bouncing off of the walls). Page 4

Printed Name

Signature

Sarah Grube

Sarah Grube

Carly King

Carly King

Emily Rossberg

Emily Rossberg

Kati Holtzman

Kati Holtzman

Julie Zimmerman

Julie Zimmerman

Rachel Wright, SLP-CCC

Rachel Wright, SLP-CCC

Topic: Making the Povah Center Space Better Through Better Acoustics

- 1) Name, credentials, background
 - a. Sharon Mankey, MAT, CCC-SLP
 - i. Bachelor's degree in Speech and Hearing Science
 - ii. Master of Arts in Teaching in Speech, Language and Hearing Pathology.
 - iii. Hold Certificate of Clinical Competence from the American Speech/Language/Hearing Association
 - iv. 19 years as Director of the Communication Disorders Clinic at Purdue University - Fort Wayne
- 2) History of the quilts
 - a. Contributors – Women in West Yellowstone community
 - b. Part of the culture of West Yellowstone and of women who in the past used their skills to provide warmth for their families. While quilts are still used for warmth, they are also a form of art that reflects our history
- 3) Comments from seniors at lunch and the community include:
 - a. "I can't hear someone at the same table sitting 3 feet from me."
 - b. "I thought the quilts looked nice. I don't know why they took them down."
 - c. "They were up during my wedding reception and it wasn't a problem."
 - d. "It is part of the town's history."
 - e. "The person who took them down should be shot." (quote from the spouse of one of the women who made one of the quilts.)
 - f. "It helped so much. I don't know why they were taken down."
- 4) Difficulty with hearing/acoustics in the building
 - a. The reverberation of sound in the dining area of the Povah Center is a result of sounds bouncing off of the hard surfaces of the room leading to echoing and difficulty hearing and understanding speech/language.
 - i. For those with typical hearing, the bouncing of sound is difficult enough but for those individuals with impaired hearing, the difficulty in hearing becomes even more pronounced.
 1. Interferes with echolocation so the listener doesn't know where the sound is coming from.
 2. Leads to a lot of smiling and nodding of the head without the conversation partner actually hearing the conversation.
 3. They have to work harder to be able to hear. It becomes tiring and they often give up trying to hear.
 4. Leads to frustration in not being able to hear, miscommunication between conversation partners, less

access to important information, and decreased socialization

- a. Decreased socialization leads to social isolation
- b. Research has shown that social isolation can be a precursor to the development of dementia/Alzheimer disease

ii. It is hard for guests/visitors who come to impart information to the seniors or who come to perform a community service.

- i. Nurse's recent visit
- ii. Blood mobile

5) Need for dampening the reverberation of sound

a. For those with hearing impairment and even for those who do not have hearing loss

b. Cost effectiveness:

- i. Quilts are available resulting in NO cost to the town to use them
- ii. Acoustic panels can be costly (see attached information from the internet. Please note that this is not an exhaustive search of relevant information concerning acoustic treatment.)

- 1. Will most likely take away from the beauty of the room
- 2. Some/all of the art work might need to be removed.

iii. Taking down/putting up the quilts

- 1. We can develop a way to easily take them down and put them up.
- 2. Teachers from school have offered to help with take down and putting them back up if it is necessary to do so.

6) Before making any decision:

a. Please come to the Povah Center's Senior Lunch on Wednesday and/or Friday from 11-12 and have lunch with the Seniors in our community.

- i. I will pay for each one of your lunches.
- ii. Experience what the seniors and volunteers go through on a weekly basis.
- iii. Take part in a little hearing experiment while you are there!

Acoustic panels are sound absorbing panels placed on walls or ceilings to control and reduce noise, eliminate slap echo and control comb filtering in a room. The objective is to enhance the properties of sound by improving sound quality with sound absorbing panels. Often used to treat recording studio acoustics, church acoustics, home theater acoustics, restaurant acoustics, and listening rooms, the purpose of acoustic panels is to reduce, but not entirely eliminate, resonance within the room. Acoustic panels differ from Bass Traps in that they deal more with the mid and high frequencies in a room. Sound absorption is different than soundproofing, which is typically used to keep sound from escaping a room.

From : <https://www.gikacoustics.com/product-category/acoustic-panels/#scroll-to-products>

Do acoustic panels really work?

While acoustic panels cannot completely block out all sound, they may help reduce the amount of noise that travels between spaces – whether it's voices, music or general hubbub – making it easier to stay focused and productive. Overall, they are not a great way to keep sound from entering or leaving a particular space. Dec 19, 2022

What are the disadvantages of acoustic wall panels?

One drawback of using acoustic foam is that it has fire properties. Because acoustic panel is composed of mainly polyurethane, it releases a high smoke level when burned. Hence, this material may not be safe for occurrence of fire. Jul 14, 2015

**TOWN OF WEST YELLOWSTONE
MONTANA**

info@townofwestyellowstone.com

PURCHASE ORDER

Date 4-25-23 Ship Via Sewer operating Fund
Order No. 006535 Department 5310 - 430630 - 369

TO: Rod's Diesel and Generator Service Inc.

ADDRESS: 4390 Amber Lane
Idaho Falls ID 83406

PLEASE FURNISH THE TOWN OF WEST YELLOWSTONE WITH:

Quantity	Description
1	Service call
	Electrical - controller - Sensor
	Back up generator MA 70K Gen Set - Stand by use
	mother electric Board

Authorized By [Signature]

Estimated Cost \$ 5,177.00

Requested By: [Signature]

VENDOR COPY - White OFFICE COPY - Canary

Rod's Diesel and Generator Service Inc.

4390 Amber Lane
Idaho Falls ID. 83406

Invoice

Date	Invoice #
4/6/2023	220254

Bill To
Town of West Yellowstone PO Box 1570 West Yellowstone MT 59758

P.O. No.	Terms	Project
	Net due in 30 days	

Quantity	Description	Rate	Amount
5	Drive to West test generator order parts end	135.00	675.00
1	truck charge	200.00	200.00
1	voltage amp	153.00	153.00
1	voltage sensor	285.00	285.00
1	Controller	2,639.00	2,639.00
1	program controller	558.00	558.00
1	MQ 70 standby use	667.00	667.00

Please pay from invoice	5310-430630-369	Total	\$5,177.00
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05/05/23
15:43:15

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 5/23

Page: 1 of 10
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
50015		266 Utilities Underground Location	18.84					
	04/30/23	excavation notifications	9.42		WATER	5210 430500	357	101000
	04/30/23	excavation notifications	9.42		SEWER	5310 430600	357	101000
50016		2264 MORNING GLORY COFFEE & TEA	33.75					
	254805 04/26/23	Dispatch coffee	33.75		DISP	1000 420160	220	101000
50019		2813 Century Link	1,557.50					
	04/19/23	E911 Viper 255-9710	987.10		E911	2850 420750	345	101000
	04/19/23	E911 Viper 255-9712	29.05		E911	2850 420750	345	101000
	04/19/23	E911 Viper 646-5170	121.80		E911	2850 420750	345	101000
	04/19/23	Alarm Lines 646-5185	101.04		TWNHLL	1000 411250	345	101000
	04/19/23	Police - 646-7600	318.51		POLICE	2850 420750	345	101000
50022		151 Gallatin County WY TS/Compost	387.00					
	04/30/23	Household waste	387.00		PARKS	1000 460430	534	101000
50023		2088 Town West Yellowstone	737.43					
	05/01/23	utility chrgs, Chamber, 895	65.14		BLDGS	1000 411257	340	101000
	05/01/23	utility chrgs, UPDL, 892	102.96		BLDGS	1000 411252	340	101000
	05/01/23	utility chrgs, PS Shops, 884	47.56		BLDGS	1000 411253	340	101000
	05/01/23	utility chrgs, Povah Ctr, 887	89.79		BLDGS	1000 411255	340	101000
	05/01/23	utility chrgs, Police Dept, 886	60.69		BLDGS	1000 411258	340	101000
	05/01/23	utility chrgs, City Park, 885	148.42		BLDGS	1000 411253	340	101000
	05/01/23	utility chrgs, Library, 891	47.78		LIBBLD	1000 411259	340	101000
	05/01/23	utility chrgs, Twn Hall, 921	175.09		TWNHAL	1000 411250	340	101000
50024		3250 Dianna Hansen	25.00					
	04/17/23	Gas for Domestic Violence Trai	25.00		SOCSER	1000 450135	370	101000
50025		2852 Blackfoot Communications	2,097.15					
	05/01/23	646-5106, fax soc svc	40.53		SOCSRV	1000 450135	345	101000
	05/01/23	646-5119, police station Dispa	40.53		DISPCH	2850 420750	345	101000
	05/01/23	646-5141, sewer plant alarm	40.53		SEWER	5310 430600	345	101000
	05/01/23	646-5185, town hall alarm	40.53		TWNHAL	1000 411250	345	101000
	05/01/23	646-7311, social services	20.86		SOCSRV	1000 450135	345	101000
	05/01/23	646-7481, povah elevator	58.16		POVAH	1000 411255	345	101000
	05/01/23	646-7511, town hall fax	40.53		TWNHAL	1000 411250	345	101000
	05/01/23	646-7609, public works	22.91		PUBSVC	1000 430200	345	101000
	05/01/23	646-7650, police station fax	40.53		DISPCH	2850 420750	345	101000
	05/01/23	646-7715, povah center	24.62		POVAH	1000 411255	345	101000
	05/01/23	646-7795, town hall	228.95		TWNHAL	1000 411250	345	101000
	05/01/23	646-7845, court clerk	113.49*		COURT	1000 410360	345	101000
	05/01/23	646-9017, library	43.62		LIBRAR	2220 460100	345	101000

05/05/23
15:43:15

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 5/23

Page: 2 of 10
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
	05/01/23	646-9027, sewer plant alarm	40.53		SEWER	5310 430600	345	101000
	05/01/23	ethernet, library	300.00		LIBRAR	2220 460100	345	101000
	05/01/23	ethernet, povah center	187.26		POVAH	1000 411255	345	101000
	05/01/23	ethernet, police station	350.00		POLICE	1000 411258	345	101000
	05/01/23	ethernet, town hall	272.00		TWNHAL	1000 411250	345	101000
	05/01/23	ethernet, public works shop	125.00		STREET	1000 430200	345	101000
	05/01/23	602-4909, town hall judge	13.97*		COURT	1000 410360	345	101000
	05/01/23	602-4894 Town hall Court Clerk	1.10*		COURT	1000 410360	345	101000
	05/01/23	602-4897 town hall	1.10		TWNHAL	1000 411250	345	101000
	05/01/23	602-4898 town hall	1.10		TWNHAL	1000 411250	345	101000
	05/01/23	602-4900 town hall	5.25		TWNHAL	1000 411250	345	101000
	05/01/23	602-4901 town hall	5.25		TWNHAL	1000 411250	345	101000
	05/01/23	602-4902 town hall	1.10		TWNHAL	1000 411250	345	101000
	05/01/23	602-4903 town hall	1.10		TWNHAL	1000 411250	345	101000
	05/01/23	602-4904 town hall	1.10		TWNHAL	1000 411250	345	101000
	05/01/23	602-4905 town hall	1.10		TWNHAL	1000 411250	345	101000
	05/01/23	602-4906 Library Main desk	1.10		LIBRY	2220 460100	345	101000
	05/01/23	602-4907 Library Director	1.10		LIBRY	2220 460100	345	101000
	05/01/23	602-4908 Povah Ctr	11.10		POVAH	1000 411255	345	101000
	05/01/23	602-4949 Town Hall	11.10		TWNHAL	1000 411250	345	101000
	05/01/23	6024044 Soc Ser Pantry	10.00		SOCSER	1000 450135	345	101000
50028		2546 Century Link QCC	12.24					
	04/24/23	long dist chg 406-646-7600	12.24		DISPAT	1000 420160	345	101000
50029		1514 Verizon Wireless	1,101.18					
		21 Smartphones						
		5 laptops						
	9933007987	04/20/23 640-0108, Police	42.91		POLICE	1000 420100	345	101000
	9933007986	04/20/23 640-0121 Laptop	40.01		POLICE	1000 420100	345	101000
	9933007987	04/20/23 640-0141 Street SP	42.91		STREET	1000 430200	345	101000
	9933007987	04/20/23 640-0159 Street SP	42.91		STREET	1000 430200	345	101000
	9933007987	04/20/23 640-0606 911 Dispatch	42.91		911	1000 420160	345	101000
	9933007987	04/20/23 640-1103, Operator SP	42.91		STREET	1000 430200	345	101000
	9933007987	04/20/23 640-1460, Library Dir, SP	42.91		LIBRAR	2220 460100	345	101000
	9933007987	04/20/23 640-1461, S & W operator,	42.91		SEWER	5310 430600	345	101000
	9933007987	04/20/23 640-1462, S & W Super, SP	42.91		WATER	5210 430500	345	101000
	9933007987	04/20/23 640-1463, Deputy PSS, SP S	42.91		PARKS	1000 460430	345	101000
	9933007987	04/20/23 640-1472, Ops Mgr, SP	42.91		ADMIN	1000 410210	345	101000
	9933007987	04/20/23 640-1676, Rec Coord, SP	42.91		REC	1000 460440	345	101000
	9933007987	04/20/23 640-1754, COP, SP	42.91		POLICE	1000 420100	345	101000
	9933007987	04/20/23 640-1755, Police	42.91		POLICE	1000 420100	345	101000
	9933007987	04/20/23 640-1756, Police	42.91		POLICE	1000 420100	345	101000
	9933007987	04/20/23 640-1757, Police	42.91		POLICE	1000 420100	345	101000
	9933007987	04/20/23 640-1758, Head Dispatcher	42.91		DSPTCH	1000 420160	345	101000

05/05/23
15:43:15

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 5/23

Page: 3 of 10
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
	9933007987	04/20/23 640-1759, Police	42.91		POLICE	1000 420100	345	101000
	9933007987	04/20/23 640-7547, Street SP	42.91		PARKS	1000 460430	345	101000
	9933007987	04/20/23 640-9074, PSS, SP	42.92		STREET	1000 430200	345	101000
	9933007986	04/20/23 640-2195 683 laptop	40.01		POLICE	1000 420100	345	101000
	9933007986	04/20/23 640-2551 COP laptop	40.01		POLICE	1000 420100	345	101000
	9933007986	04/20/23 641-0184 686 laptop	40.01		POLICE	1000 420100	345	101000
	9933007986	04/20/23 641.0207 681 laptop	40.01		POLICE	1000 420100	345	101000
	9933007987	04/20/23 640-2354 Social Services	42.91		SOCSEK	1000 450135	345	101000
	9933007987	04/20/23 640-2629 City Judge	42.92*		COURT	1000 410360	345	101000
50031		3242 Fisher's Technology	13.72					
	1162793	04/25/23 copy fee	13.72		FINADM	1000 410510	356	101000
50033		42 Fall River Electric	8,143.04					
	04/20/23	PARK, old firehouse 2901001	405.55		PARK	1000 411253	341	101000
	04/20/23	povah comm ctr 4212001	236.86		POVAH	1000 411255	341	101000
	04/20/23	unmetered lights 4212004	1,451.25		STLITE	1000 430263	341	101000
	04/20/23	RR Well 4212005	81.48		WATER	5210 430500	341	101000
	04/20/23	SEWER LIFT STATION 4212006	359.31		SEWER	5310 430600	341	101000
	04/20/23	SEWER PLANT 4212007	1,464.96		SEWER	5310 430600	341	101000
	04/20/23	POLICE 4212008	394.31		POLICE	1000 411258	341	101000
	04/20/23	TOWN HALL 4212009	490.77		TWNHLA	1000 411250	341	101000
	04/20/23	ICE RINK 421010	71.44		PARKS	1000 411253	341	101000
	04/20/23	S Canyon XmasTree Light 421011	0.00		STLITE	1000 430263	341	101000
	04/20/23	South Iris Street Well 4212013	127.65		WATER	5210 430500	341	101000
	04/20/23	MAD SEWER LIFT 4212014	239.13		SEWER	5310 430600	341	101000
	04/20/23	Hayden/Grouse Well 4212015	39.00		WATER	5210 430500	341	101000
	04/20/23	911 Tower 4212016	130.92		911	2850 420750	341	101000
	04/20/23	MADADD H20 Tower 4212017	54.03		WATER	5210 430500	341	101000
	04/20/23	SHOP 4212018	349.13		STREET	1000 430200	341	101000
	04/20/23	ANIMAL 4212029	117.32		ANIML	1000 440600	341	101000
	04/20/23	CLORINATOR 4212030	76.38		WATER	5210 430500	341	101000
	04/20/23	Electric Well 4212031	43.14		WATER	5210 430500	341	101000
	04/20/23	PARK 4212032	226.92		PARKS	1000 411253	341	101000
	04/20/23	UPDH 4212041	608.29		UPDH	1000 411252	341	101000
	04/20/23	SEWER TREAT SERV 4212046	1,063.98		SEWER	5310 430600	341	101000
	04/20/23	LIBRARY 23 dunraven 4212054	111.22		LIBR	1000 411259	341	101000
50034		95 Energy West-Montana	4,550.47					
	04/27/23	nat gas 210361788 updl	116.17		UPDH	1000 411252	344	101000
	04/27/23	nat gas 210360293 Police	29.53		POLBLD	1000 411258	344	101000
	04/27/23	nat gas 210361746 Pub Services	1,112.80*		STREET	1000 430200	344	101000
	04/27/23	nat gas 210361811 old firehall	287.85*		PARK	1000 460430	344	101000
	04/27/23	nat gas 210363966 old bld ins	179.52*		STREET	1000 430200	344	101000
	04/27/23	nat gas 210360540 library	673.93*		LIBBLD	1000 411259	344	101000

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TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 5/23

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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
	04/27/23	nat gas 210364599 Povah	1,049.11*		POVAH	1000 411255	344	101000
	04/27/23	nat gas 210361697 Iris Lift St	43.41		SEWER	5310 430600	344	101000
	04/27/23	nat gas 210365425 Twn Hall	1,025.85*		TWNHAL	1000 411250	344	101000
	04/27/23	nat gas 210361655 Mad Add Sewe	32.30		SEWER	5310 430600	344	101000
50035		2952 DIS Technologies	823.00					
	11525	05/05/23 Monthly Managed IT	823.00		IT	1000 410580	355	101000
50039		2822 ClearBlu Business Services	625.00					
	1871	04/24/23 MainLineHydroJetSewer	350.00		SEWER	5310 430630	357	101000
	1871	04/24/23 Manhole Cleaning	150.00		SEWER	5310 430630	357	101000
	1879	04/27/23 Valve Clean Out	125.00		WATER	5210 430500	870	101000
50040		2789 WEX Bank	5,026.11					
	05/01/23	10 Ford Expedition 6-000046	0.00		SOCSER	1000 450135	231	101000
	05/01/23	10 JD Backhoe 310SJ	146.30*		STREET	1000 430200	231	101000
	05/01/23	91 Ford 6-582	114.48*		STREET	1000 430200	231	101000
	05/01/23	SS Snow Blower Green	0.00*		STREET	1000 430200	231	101000
	05/01/23	Grader	0.00*		STREET	1000 430200	231	101000
	05/01/23	14 Water Truck	0.00*		STREET	1000 430200	231	101000
	05/01/23	2010 JD 772 Grader	283.60		STREET	1000 420100	231	101000
	05/01/23	92 SS Blower-Yellow	0.00*		STREET	1000 430200	231	101000
	05/01/23	02 Freightliner Dump 6-54564A	43.30*		STREET	1000 430200	231	101000
	05/01/23	08 GMC Pickup 6-1484	0.00*		STREET	1000 430200	231	101000
	05/01/23	FrontEnd Loader	1,001.55*		STREET	1000 430200	231	101000
	05/01/23	08 CAT 938H Loader	0.00*		STREET	1000 430200	231	101000
	05/01/23	08 904B MiniLoader	52.75*		STREET	1000 430200	231	101000
	05/01/23	15 Ford F-250	46.46*		STREET	1000 430200	231	101000
	05/01/23	18 2018 Dodge Ram-PW	191.61*		STREET	1000 430200	231	101000
	05/01/23	18 Dodge Ram-Police	307.99		POLICE	1000 420100	231	101000
	05/01/23	19 Dodge Durango	271.34		POLICE	1000 420100	231	101000
	05/01/23	Multi-Use Vehicle - Sienna	47.58		WATER	5210 430500	231	101000
	05/01/23	Multi-Use Vehicle - Sienna	87.07		LIBRY	2220 460100	370	101000
	05/01/23	06 Dodge Durango 6-1374/6-2010	33.22*		HELP	7010 450135	231	101000
	05/01/23	06 Dodge Durango 6-1374/6-2010	53.11*		STREET	1000 430200	231	101000
	05/01/23	15 Sweeper	123.54*		STREET	1000 430200	231	101000
	05/01/23	'00 FL Dumptrk 6-60700A	275.26*		STREET	1000 430200	231	101000
	05/01/23	'14 Ford Intercep	399.42		POLICE	1000 420100	231	101000
	05/01/23	PD Dodge Ram#1	585.11		POLICE	1000 420100	231	101000
	05/01/23	PD Dodge Ram#2	326.80		POLICE	1000 420100	231	101000
	05/01/23	01 Frht truck #1	0.00*		STREET	1000 430200	231	101000
	05/01/23	01 Frht truck #2	0.00*		STREET	1000 430200	231	101000
	05/01/23	19 Dodge 5500	0.00*		STREET	1000 430200	231	101000
	05/01/23	20 Dodge Ram (silver)	186.38		POLICE	1000 420100	231	101000
	05/01/23	'17 Chevy 3/4 ton white	449.24		WATER	5210 430500	231	101000

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TOWN OF WEST YELLOWSTONE
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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
		05/01/23 '13 Chevy 3500	0.00*		STREET	1000 430200	231	101000
50041		3400 Julie Brown	1,332.50					
	042723	04/27/23 Town Office	275.00*		TWNHL	1000 411250	357	101000
	042723	04/27/23 Dispatch	162.50		DISPAT	1000 411258	398	101000
	042723	04/27/23 Dispatch-Laundry	15.00		DISPAT	1000 411258	398	101000
	042723	04/27/23 Rendezvous Ski	40.00		TRLHD	1000 411256	350	101000
	042723	04/27/23 Town Office	275.00*		TWNHL	1000 411250	357	101000
	042723	04/27/23 Library	112.50*		LIBRAR	1000 411259	357	101000
	042723	04/27/23 Dispatch	162.50		DISPAT	1000 411258	398	101000
	042723	04/27/23 Dispatch-Laundry	15.00		DISPAT	1000 411258	398	101000
	042723	04/27/23 Town Office	275.00*		TWNHL	1000 411250	357	101000
50042		3021 MSU Local Government Center	950.00					
	MM113	04/28/23 MTMunicipalInstitute-Liz	275.00		ADMIN	1000 410210	380	101000
	MM113	04/28/23 MunicipalInstitute-Council	675.00		COUNCI	1000 410100	380	101000
50043		3311 ClearGov Inc.	11,065.00					
	2020-10911	07/01/22 BudgetBook Fee 7/1/22-06/3	7,000.00		FINAN	1000 410510	356	101000
	2022-12461	01/01/23 CIP Book Fee 1/1/23-6/30/2	4,065.00		FINAN	1000 410510	356	101000
50044		2952 DIS Technologies	2,445.98					
	11587	05/01/23 computer, monitor, mic	1,485.99		LIBRAR	2220 460100	216	101000
	11534	04/18/23 copier for SS	959.99		SOCSEK	1000 450135	212	101000
50045		2 Forsgren Associates P.A.	8,593.75					
	123121	04/25/23 Task2022-03 Water/Sewer ExtPla	2,780.63		SEWER	5310 430600	354	101000
	123121	04/25/23 Task2022-03 Water/Sewer ExtPla	2,780.62		WATER	5210 430500	354	101000
	123121	04/25/23 Task2022-LightPoleBidPkg	2,472.50		PLANNI	1000 411000	357	101000
	123121	04/25/23 Moonrise Meadows Eng Support	325.00		PLANNI	1000 411000	357	101000
	123121	04/25/23 WestDevelopmentEngSupport	235.00		PLANNI	1000 411000	357	101000
50046		2845 Kasting, Kauffman & Mersen, PC	2,171.50					
	228287	05/04/23 Legal Services 4/1/23-4/30/23	2,171.50		LEGAL	1000 411100	352	101000
50047		2099 Quick Print of West Yellowstone	221.47					
	1078	05/01/23 Summer Rec Flyers	152.00		REC	1000 460440	321	101000
	1078	05/01/23 Office Supplies	18.01		WATER	5210 430500	870	101000
	1078	05/01/23 Business cards	26.00		SOCSEK	1000 450135	220	101000
	1078	05/01/23 office supplies	25.46		STREET	1000 430200	870	101000

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TOWN OF WEST YELLOWSTONE
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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
50048		3405 PMA Online	570.00					
	15549232	04/26/23 Grant Writing Training	285.00		FINAN	1000 410510	380	101000
	15549232	04/26/23 Grant Writing Training	285.00		SOCSER	1000 450135	380	101000
50049		54 Bozeman Daily	11.00					
	04/13/23	AD#357260 Public Notice	11.00		ADMIN	1000 410210	327	101000
50050		2500 Black Mountain Productions	5,497.18					
	04/24/23	MAP AFR- 04.24.23	5,497.18		MAP	2101 410130	398	101000
50051		3406 Montana Language Services	192.85					
	INV-00370	04/02/23 Mandarin Interpreter	192.85		COURT	1000 410360	350	101000
50052		3407 Fernando Rodriguez	350.00					
	04/18/23	Bday Party Povah Refund	350.00		POVAH	2210 214001		101000
50053		3408 Sonia Vasquez	350.00					
	04/24/23	povah event refund	350.00		POVAH	2210 214001		101000
50054		2800 RDO Equipment Co.	1,567.69					
	P6675916	04/28/23 Parts	1,567.69*		STREET	1000 430200	369	101000
50055		3241 Bridger Analytical Lab	300.00					
	2305118	05/05/23 Water Testing	300.00		WATER	5210 430500	348	101000
50056		1085 JD's Automotive Services	3,827.00					
	4050	04/18/23 Labor	225.00*		STREET	1000 430200	361	101000
	4049	04/15/23 Parts and Labor	3,602.00*		STREET	1000 430200	361	101000
50057		3403 Armscor Cartridge Inc.	285.00					
	16590	04/19/23 Reload	285.00*		POLICE	1000 420100	389	101000
50058		3271 Montana Law Enforcement	576.00					
	21607	04/21/23 Training	576.00		POLICE	1000 420100	380	101000
50059		3236 Nubia Allen	90.00					
	04/24/23	Spanish Interpreter	90.00		COURT	1000 410360	350	101000
50060		2537 Balco Uniform Co., Inc.	864.00					
	74649	05/01/23 Embroidered work on uniforms	90.00		POLICE	1000 420100	226	101000
	72276-1	04/17/23 Uniforms	774.00		POLICE	1000 420100	226	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
50061		1532 Montana Magistrates Association	300.00					
	05/02/23	Member Dues Jent	300.00		COURT	1000 410360	335	101000
50063		3355 Rod's Diesel and Generator	6,158.46					
	220289 04/25/23	Supplies	981.46		SEWER	5310 430600	369	101000
	220254 04/06/23	Generator Repair	5,177.00		SEWER	5310 430630	369	101000
50064		3393 Katie Thompson	226.60					
	05/04/23	Travel Reimburse-MunicipalInst	226.60		FINAN	1000 410510	370	101000
50065		999999 DANIEL PUENTE FLORES JR.	560.00					
	04/26/23	Restitution Disburs Costanzo	560.00		COURT	7469 212401		101000
50066		2195 Code Publishing Company	514.50					
	GC0010573 04/21/23	Municipal Code- Web Update	514.50		ADMIN	1000 410210	398	101000
50067		3409 Big Sky Photography & Design	805.00					
	000074 04/21/23	photographs for website	805.00		IT	1000 410580	355	101000
50068		1796 Barta Electric, Inc.	2,239.55					
	6390 03/30/23	work for new radio tower	2,239.55*		911	2850 420750	945	101000
50069		3410 Gallatin County 911 Dispatch	139,402.00					
	1956 04/25/23	generator for new 911 tower	30,200.00*		911	2850 420750	945	101000
	1956 04/25/23	ConstructionShelter-911Tower	109,202.00*		911	2850 420750	945	101000
50070		2541 Montana Outdoors	25.00					
	12	Issues of MT Outdoors Magaz	25.00		LIBRAR	2220 460100	215	101000
50071		3399 Squeaky Clean Montana	945.00					
	3583 04/30/23	Cleaning	945.00*		POVAH	1000 411255	350	101000
50072		307 Summit Fire & Security	2,808.00					
	510103956 04/26/23	FireExtinguisherInspect-Pol	253.00		POLICE	1000 420100	357	101000
	510103959 04/26/23	FireExtinguisherInspect-Lib	281.00*		LIBRAR	1000 411259	357	101000
	510103958 04/26/23	FireExtinguisherInspect-PW	539.00*		STREET	1000 430200	357	101000
	510103971 04/26/23	FireExtinguisherInspect-UPD	956.00*		UPDL	1000 411252	357	101000
	510103957 04/26/23	FireExtinguisherInspect-POV	497.00*		POVAH	1000 411255	350	101000
	510103994 04/26/23	FireExtinguisherInspect-TWN	282.00*		TWNHLL	1000 411250	357	101000

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TOWN OF WEST YELLOWSTONE
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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
50073		2977 Staples Credit Plan	162.36					
	3249732161	03/29/23 Office Supplies	21.92		FINAN	1000 410510	220	101000
	3249837581	03/29/23 Office Supplies	55.89		FINAN	1000 410510	220	101000
	3254603009	04/07/23 Office Supplies	84.55		DISPAT	1000 420160	220	101000
50074		3403 Armscor Cartridge Inc.	285.00					
	2566	04/05/23 Reload	285.00*		POLICE	1000 420100	389	101000
50075		1386 MONTANA AERONAUTICS DIVISION	41,827.00					
	2318	04/10/23 SewageTreatmentLagoonLease	41,827.00		SEWER	5310 430600	532	101000
50076		3411 Relentless	649.00					
	13110	04/06/23 Training	649.00		POLICE	1000 420100	380	101000
50077		3315 IAS EnviroChem	1,130.00					
	2301800	04/17/23 Water Testing	1,130.00		WATER	5210 430500	348	101000
50078		3350 Mid-American Research Chemical	915.79					
	0788490-IN	04/14/23 Chemicals	915.79*		SEWER	5310 430600	220	101000
50079		999999 BREAHA KAE WHITEHEAD	285.00					
	04/25/23	Exonerated Bond	285.00		COURT	7469 212401		101000
50080		999999 DANIEL ROJAS	235.00					
	04/25/23	Exonerated Bond	235.00		COURT	7469 212401		101000
50081		65 T & E	78.04					
	0461443	04/03/23 Repair Equipment Supplies	78.04*		STREET	1000 430200	369	101000
50082		3386 Eagle Safe Surfaces Colorado	1,021.54					
	6000863	04/18/23 EquipmentRepairs	1,021.54*		STREET	1000 430200	369	101000
50083		2551 TK Elevator	505.34					
	3007192190	04/01/23 Povah ElevatorMaintenance	505.34*		POVAH	1000 411255	350	101000
50084		3008 Liz Roos	317.45					
	05/05/23	Municipal Clerks InstituteRoos	317.45		ADMIN	1000 410210	370	101000
50085		3412 Jeff Mathews	162.00					
	05/05/23	Municipal Institute	162.00*		LEGIS	1000 410100	370	101000

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TOWN OF WEST YELLOWSTONE
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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
50086		135 Food Roundup	158.05					
	04/18/23	Rec Supplies	137.11*		REC	1000 460440	220	101000
	04/05/23	Rec Supplies	8.21*		REC	1000 460440	220	101000
	04/24/23	Supplies	12.73		LEGIS	1000 410100	220	101000
50087		3401 Brian Benike	529.71					
	05/05/23	Municipal Institute	529.71*		LEGIS	1000 410100	370	101000
50088		3375 Travis Watt	529.71					
	05/05/23	Municipal Institute	529.71*		LEGIS	1000 410100	370	101000
50090		2491 MMIA	1,500.00					
	1005410	04/30/23 MMIA Claim	1,500.00		LIABIL	1000 510330	513	101000
50091		3314 Intrinsik Architecture	840.00					
	20230103	05/05/23 Zoning Permits	840.00		PLANNG	1000 411000	354	101000
50092		40 Jerry's Enterprises	494.44					
	04/28/23	fuel	494.44*		STREET	1000 430200	231	101000
		# of Claims	65	Total:				272,021.89

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TOWN OF WEST YELLOWSTONE
Fund Summary for Claims
For the Accounting Period: 5/23

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Fund/Account	Amount
1000 General Fund	
101000 CASH	\$58,571.89
2101 Marketing & Promotions (MAP)	
101000 CASH	\$5,497.18
2210 Parks & Recreation	
101000 CASH	\$700.00
2220 Library	
101000 CASH	\$1,986.79
2850 911 Emergency	
101000 CASH	\$143,309.99
5210 Water Operating Fund	
101000 CASH	\$5,324.46
5310 Sewer Operating Fund	
101000 CASH	\$55,518.36
7010 Social Services/Help Fund	
101000 CASH	\$33.22
7469 City Court - Judge Jent	
101000 CASH	\$1,080.00
Total:	\$272,021.89

RECEIVED

APR 19 2023



Town of West Yellowstone Business License Application

Business Name: Bear Spray Shack LLC
 Applicant: Holly Longen
 Contact Person: Holly Longen
 Mailing Address: PO Box 18012, Kearns, UT 84118
 Physical Address of Business: 250 S. Canyon St. West Yellowstone, MT 59758 (Gray Wolf Inn & Suites)
 Phone Number: 801-300-2422 Fax Number: _____
 Email Address: admin@bearsprayshack.com Website: bearsprayshack.com

Signature of Property Owner of Record: Craig Swift

Subdivision: Grizzly Park
 Block: GP04 Lot: 13A

Zoning District, please mark one:

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

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

Type of Business Please explain in detail the following: number of units, seating capacity, etc. Contractors should list trailers and equipment and where these items will be stored.
Outdoor bear spray rental kiosk. It will be located at the corner of Grizzly Ave and S Canyon St.

Business License Fee: \$50
 Resort Tax Bond: \$500

Holly Longen
 Signature of Applicant

Total Amount Due: \$550

Signature of Applicant
4/13/2023
 Date

FOR OFFICE USE ONLY			
Date Approved: _____	<input type="checkbox"/> Town Council	<input type="checkbox"/> Administration	_____
Date <u>4/19/23</u>	Check # <u>1962</u>	Amount \$ <u>550.00</u>	License # _____
SCN _____	BLP _____	STX _____	RDX _____

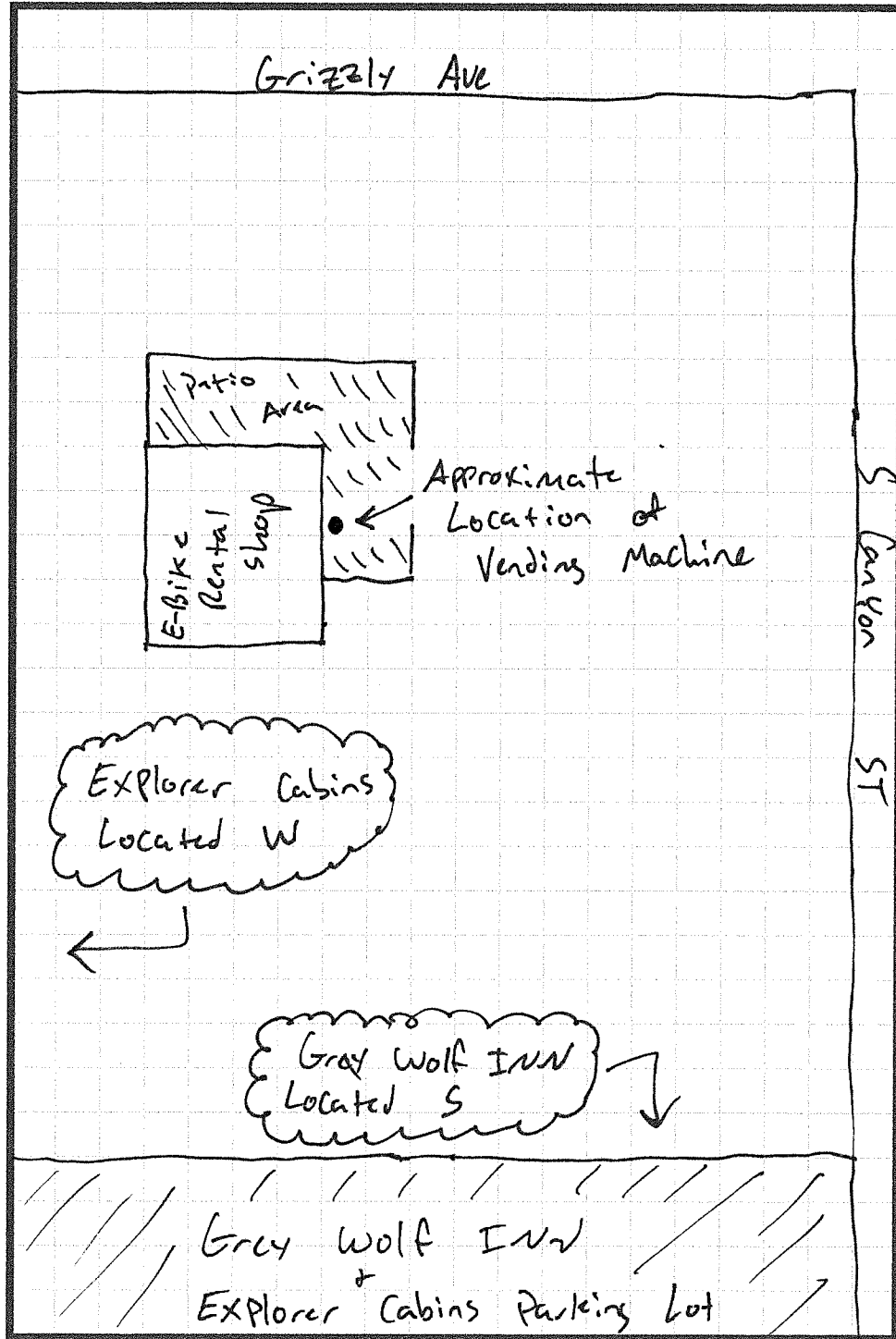
Site Plan

Business Name: Bear Spray Shack LLC

Business Owner: Holly Longen

Business Street Address: 250 S. Canyon St. West Yellowstone, MT 59758

Block: GP04 Lot: 13A Subdivision: Grizzly Park



Scale: 1 inch = 20 feet

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



Town of West Yellowstone
Business License Application

Business Name: Triple S cleaning and Remodling
Applicant: Karla Salinas
Contact Person: Karla Salinas
Mailing Address: P.O. Box 1904
Physical Address of Business: 601 Firehole Av
Phone Number: 208-881-7803 Fax Number:
Email Address: triplescleaning10@gmail.com Website:

Signature of Property Owner of Record: [Signature]

Subdivision: Old Town
Block: 8 Lot: 15/16

Zoning District, please mark one:

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

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

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

Jenitorial Cleaning, Maintenance and Repair, Snow removal

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

[Signature]
Signature of Applicant

Total Amount Due: \$50.00

[Signature]
Date 4/28/23

FOR OFFICE USE ONLY
Date Approved: Town Council Administration
Date 4/28/23 Check # CASH Amount \$ 50.00 License #
SCN BLP STX RDX



Town of West Yellowstone Business License Application

Business Name: Snowmelt Properties, LLC
 Applicant: Snowmelt Properties, LLC
 Contact Person: Matthew Klara & Justin Spence
 Mailing Address: 1350 Cayuse Rd, Helena, MT 59602
 Physical Address of Business: 317A Nez Perce Ave, West Yellowstone, MT 59758
 Phone Number: Klara 406-640-1061, Spence 406-640-0420 Fax Number: NA
 Email Address: mklara0424@gmail.com spencejts21@hotmail.com Website: NA

Signature of Property Owner of Record:

Subdivision: Madison Addition
 Block: 11 Lot: 13A

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) NA
- If this business is located in Grizzly Park, has the business been approved by the Grizzly NA 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.

Long Term Residential Rental

Business License Fee: \$ 53
 Resort Tax Bond: \$ 0
 Total Amount Due: \$ 53

Signature of Applicant

 Signature of Applicant
May 3, 2023
 Date

Date Approved: _____				FOR OFFICE USE ONLY			
		<input type="checkbox"/> Town Council		<input type="checkbox"/> Administration			
Date	<u>5/3/23</u>	Check #	<u>1761</u>	Amount \$	<u>50.00</u>	License #	_____
SCN	_____	BLP	_____	STX	_____	RDX	_____



Town of West Yellowstone Business License Application

Business Name: Geyser Gear Outdoor Rentals

Applicant: Zach Martin

Contact Person: "

Mailing Address: P O Box 1918

Physical Address of Business: 15 Electric St

Phone Number: 406-577-6828 Fax Number: _____

Email Address: Zach@geysergear.com Website: Geysergear.com

Signature of Property Owner of Record: [Signature]

Subdivision: Old Town

Block: 26 Lot: 9

Zoning District, please mark one:

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

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

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

This business will be renting camping, hiking, backpacking, fishing and water recreation gear. The business location will mostly be used for a pick up and drop off location.

Business License Fee: \$50⁰⁰

Resort Tax Bond: \$500⁰⁰

[Signature]
Signature of Applicant

Total Amount Due: \$550⁰⁰

Signature of Applicant
5/3/23
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

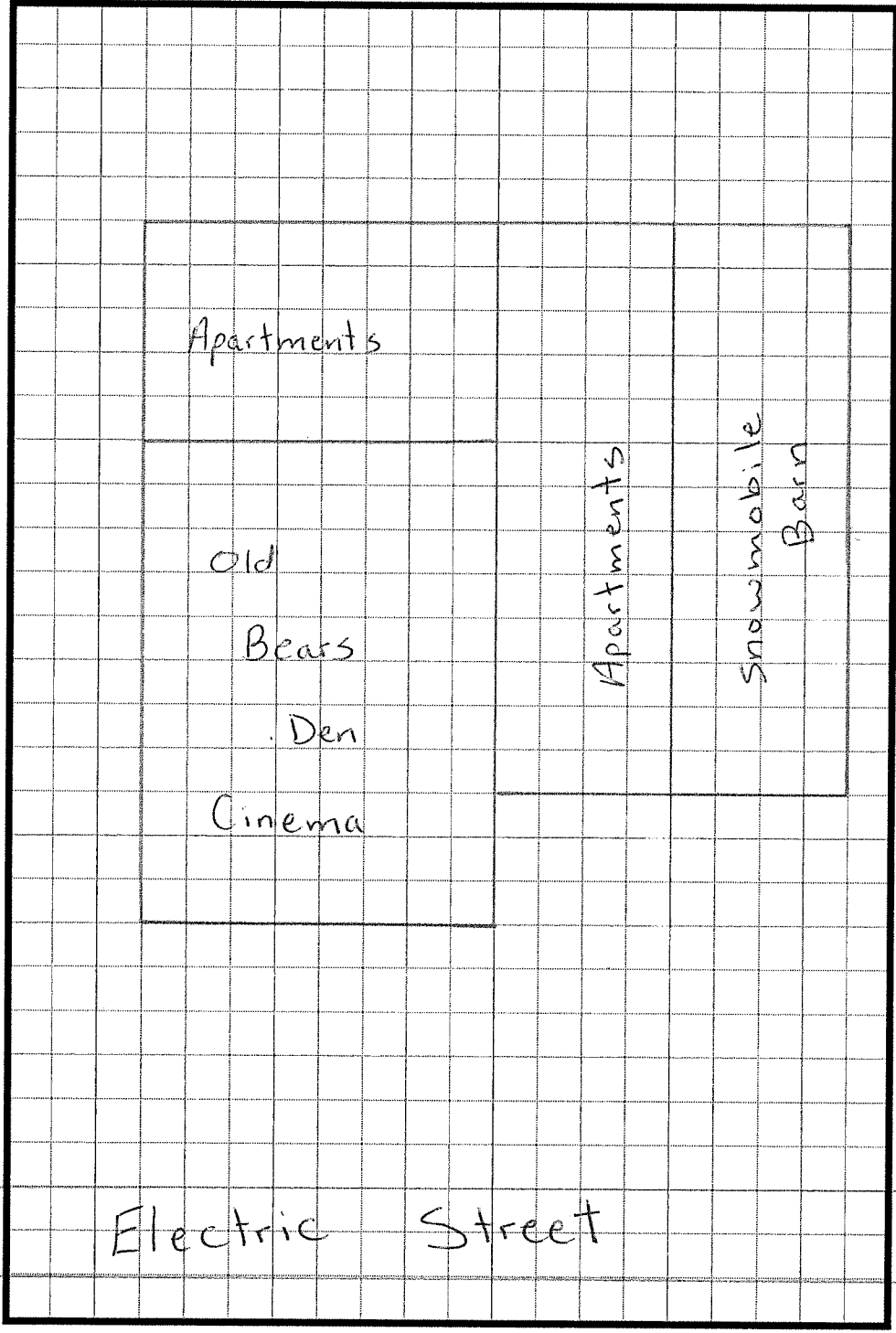
Business Name: Geyser Gear Outdoor Rentals

Business Owner: Zach Martin

Business Street Address: 15 Electric St.

Block: 26 Lot: 9 Subdivision: Old Town

* The rental gear will be picked up and dropped off inside the Old Bears Den Cinema location.



* Parking is seasonal use only and is already approved for mixed & shared parking.

Scale: 1 inch = 20 feet

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



Town of West Yellowstone Business License Application

Business Name: Burger Church
 Applicant: Tommy Church
 Contact Person: Tommy Church
 Mailing Address: PO BOX 1178 West Yellowstone 59758
 Physical Address of Business: 11 Yellowstone Ave.
 Phone Number: (323) 420-6666 Fax Number: _____
 Email Address: myburgerchurchUSA@gmail.com Website: _____

Signature of Property Owner of Record: _____

Subdivision: Old Town
 Block: 28 Lot: 13

Zoning District, please mark one:

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

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

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

Mobile Food Vendor

Business License Fee: \$ 250.00
 Resort Tax Bond: \$ 500.00
 Total Amount Due: \$ 750.00

Signature of Applicant _____

Signature of Applicant _____
 Date 5.5.23

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

BURGER CHURCH

Business plan to address the Town of West Yellowstone requirements for MFV

Seating: The seating will be two picnic tables or similar table(s) and chair(s) set up.

Garbage disposal: The MFV garbage will be disposed of in a large container provided by the local disposal company on the premises.

Signage: Current plan for signage will be sticker wrap on the MFV as well as an A-frame portable sign.

Water sources: To fill the MFV water tank we will be using water sources at the RV facility or faucet located on the premises.

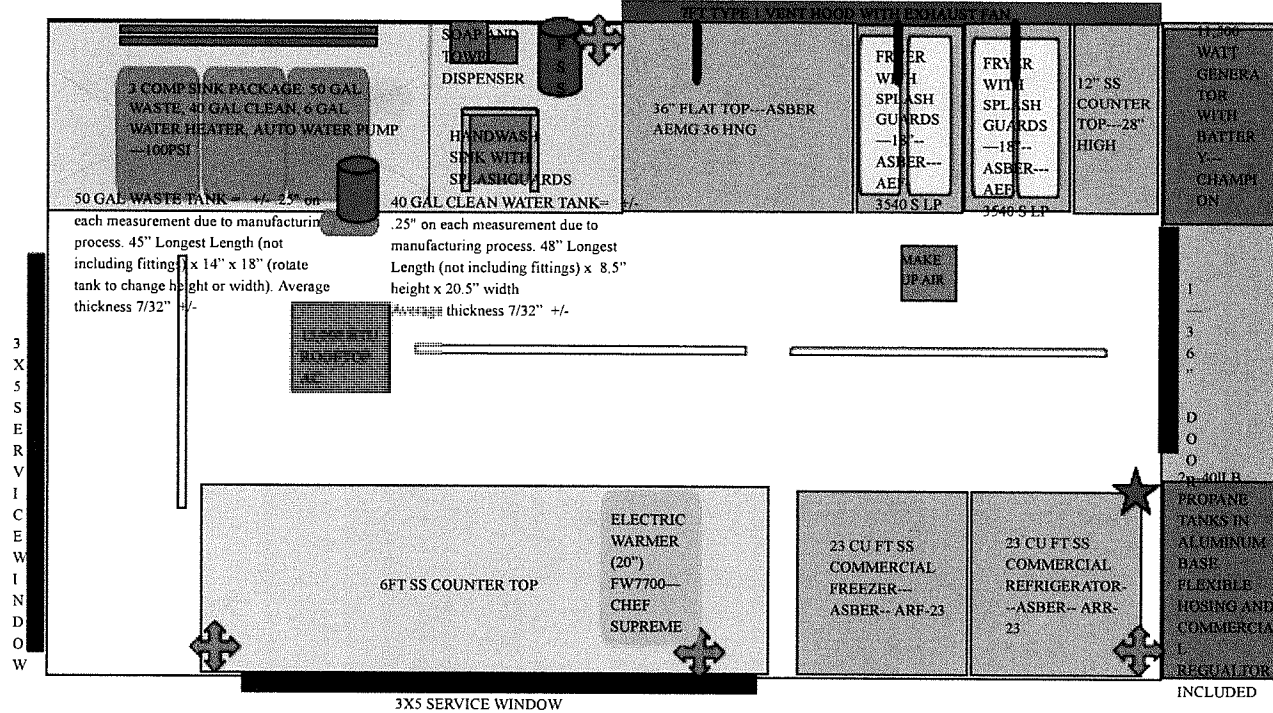
Wastewater dumping: the emptying of the gray water tank will be at one of the local RV facilities.

Grease disposal: Grease is collected into a sealed container and picked up regularly by local restaurant disposal company.

Utilities: the MFV is fully self-contained. All power is derived from a generator and propane tanks that exist on the MFV



Restrooms for customers: There is a restroom on site available for use for all customers. There are also public restrooms across the street.

8.5 x 7.6 x 16ft--- TOMMY CHURCH



NOTE

- RTP commercial vinyl flooring/water proof, oil resistant, and slip-resistant
- No exposed utility line, piping, conducts, or wiring on walls / ceiling
- Ceiling & walls in Cook line: stainless steel
- Walls behind & beside 3 compartment sink and hand wink: white FRP
- Remaining walls and ceiling: smooth, non- absorbent, easily cleanable, & light in color (white , oil-based paint on aluminum)
- No horizontal or difficult to clean spaces on vent hood---all closed in

-  DUAL 110 OUTLETS---GFI ON ALL PUGS
-  FIRE SUPPRESSION SYSTEM PULL STATION

From: cegging@hbrfd.com
Subject: Certificate of occupancy
Date: April 26, 2023 at 3:16 PM
To: myburgerchurchusa@gmail.com



Hey Tommy,

Attached is the Certificate of occupancy for your food truck.

Let me know if you have any other questions.

Carrie Egging
Assistant Fire Chief
Hebgen Basin Fire District
Office: 406-646-9094
Cell : 308-249-4276

Occupant: Burger Church

Inspection 04/26/2023
Date:



CERTIFICATE OF OCCUPANCY

Facility Information

Occupant Name: Burger Church

Inspection Date: 04/26/2023
ISG: Food Truck

City: Town of West Yellowstone

Postal Code: 59758

Street Type: Avenue
Street Name: Yellowstone

State: MT

Street Number: 11
Inspector: Egging, Carrie

Contact

First Name Tommy
Last Name Church


Email Myburgerchurchusa@gmail.com
Cell Phone 323-420-6666

Inspection Information

Inspection Type: Certificate Of Occupancy
Passed: Yes

Inspection Fee: 25.00
Inspection Number: 230426185

Signatures

Type	First Name	Last Name	Signature Date	Signature Graphic
Inspector	Carrie	Egging	04/26/2023	

WEST YELLOWSTONE TOWN COUNCIL
Town Council Meeting
April 18, 2023

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

OTHERS PRESENT: Town Manager Dan Walker, Finance Director Katie Thompson, Public Services Superintendent Jon Simms, Town Clerk Liz Roos, Town Attorney Jane Mersen by Zoom

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

The meeting is being broadcast over the internet by 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

Fire Chief Shane Grube updates the council on the recent gas explosion at the One Horse Motel. The exact cause of the explosion has not been identified and they expect that to be a fairly slow process.

Council Comments

Council Member comments Chief Gavagan for keeping the public informed after the explosion. Mayor Watt thanks the Police, Fire, and Public Works for their response to multiple issues over the past week. Watt announces that next week, the school is hosting an open house to meet the candidates for school superintendent.

WORK SESSION

Mayor Watt calls the meeting to order at 6 PM. The purpose of the work session is to discuss the 2024 budget process. Finance Director Katie Thompson addresses the council to describe the process they will follow this year. She explains that she met with the department heads yesterday and will meeting with each department individually before the end of the month to establish priorities, estimate costs, funding, etc. The Council will make the final decisions as to what will be included in the budget. She says a preliminary budget will be presented towards the end of June and final adoption should take place in August. Mathews asks if there is a way to incentivize departments to come in under budget, like maybe rollover funds that are not expended into the next year for that department. Town Manager Dan Walker explains that they should strive to budget for what they need and points out that they are expecting to be over budget in several areas related to snow removal this year and they need to be able to absorb those costs. Mayor Watt suggests planning ahead for smaller projects, like training. Thompson also describes the new budget request form. She explains that she created this form to handle requests from outside organizations. She describes the increase in requests from these organizations has increased 176% over the last three years. Mayor Watt says he likes the new form and especially the requirement of the applicant to provide a balance sheet and profit and loss statement. Thompson also describes the ClearGov module they are using this year, which they will use to build the budget and then put the budget information on the Town website.

ACTION TAKEN

- 1) Motion carried to approve Purchase Order #6573 to Tractor & Equipment for repair to the 938 Loader for \$8,471.83. (McBirnie, Benike)
- 2) Motion carried to approve Purchase order #6574 to Asphalt Systems to reseal the north and south streets through Old Town for \$78,220.80. (Benike, McBirnie)
- 3) Motion carried to approve the claims, which total \$190,209.01. (McBirnie, Benike)

- 4) Motion carried to approve the business license for Private Tours of Yellowstone made by Matt Henry to operate a business providing private tours into Yellowstone. (Benike, McBirnie)
- 5) Motion carried to approve the business license for Western Works LLC to operate a business as a general contractor. (McBirnie, Benike)
- 6) Motion carried to approve the business license for IG Construction to operate a business as a general contractor. (McBirnie, Mathews)
- 7) Motion carried to waive the resort tax bond for Gems, Rocks & More as requested by Mark Deift based on his payment history with his other business. (McBirnie, Mathews)
- 8) Motion carried to approve the minutes of the April 4, 2023 Town Council Meeting, as amended to add that Watt was also opposed to Motion #8. (McBirnie, Mathews) Griffith is opposed, motion passes.
- 9) Motion carried to confirm Ashley Stoneburner as a Police Officer for the Town of West Yellowstone. (Mathews, McBirnie)
- 10) Motion carried to approve the recommendation from the Marketing and Promotions Fund Advisory Board to award \$21,988.75 to the Music in the Park 2023 series. (McBirnie, Benike)
- 11) Motion carried to approve the recommendation from the Marketing and Promotions Fund Advisory Board to award \$36,295.00 to Wild Bill Days 2023. (Mathews, McBirnie)
- 12) Motion carried to approve the recommendation from the Marketing and Promotions Fund Advisory Board to award \$8500.00 to the Wretched Mess Arts Fest 2023. (McBirnie, Benike)
- 13) Motion carried to approve the Business Revitalization Incentive Program. (McBirnie, Mathews)
- 14) Motion carried to reappoint John Stallings to serve on the Tourism Board of Directors for a term of four years. (McBirnie, Mathews)

DISCUSSION

- 3) Griffith comments that the charge to have the Town Attorney attend Council meetings is significant and they should be aware of that. She also comments that the legal fees from the marijuana issue that was brought up by Jerry Johnson was significant and they should also be aware of that.
- 9) Walker thanks Stoneburner for her service, Social Services Director Dianna Hansen says that Stoneburner has been great to work with. Chief Mike Gavagan is also very complimentary of Stoneburner and thanks her for her service.
- 10) John Greve addresses the Council to report on the recommendations from the Marketing and Promotions Fund Advisory Board. Katrina Mann explains that Wild Bill Days is an event they put on annually and is charity based. This year they will be raising money for a young girl from Livingston with a tumor on her spine. She says that the event is growing and they have attracted some big sponsors this year. Their headline this year is Uncle Cracker and they are excited about the event in July. John Greve says that the Wretched Mess Arts Fest is a new event. The application did not detail the expenses they requested to cover, so Greve explains that they intend to use the funds for appropriate expenses associated with the event.

- 13) Carrie Coan, on behalf of the Business Improvement Advisory Board, introduces the proposed Business Revitalization Incentive Pilot Program. Coan explains that the purpose of the program is to improve and enhance the aesthetic qualities of the business area. She says they have applied to two different funding sources so they are not asking for funding from the Town. She says they would like to offer 20 mini-grants of up to \$2000 each, to be matched by 25% by the business. She explains that the program would be operated similarly to the MAP Fund, applications would be received by the Town, the Business Improvement District Advisory Board would review and make a recommendation for each application, the Town Council would grant final approval. Jan Neish of the Island Park News asks if they know how soon the program would be available. Coan responds that depends on if/when the grant is awarded. If the grant is awarded, the money would have to be expended in 12 months. They anticipate they will know by late summer if they receive the grant, accept applications in the fall/winter so projects can be completed next summer.
- A) **Town Manager & Staff Reports:** Town Manager Dan Walker thanks the Police, Dispatch, Fire, and other emergency responders for their efforts last week. He also recognizes the dedicated dispatch team including David Rightenour, Pilar Collins, Mickelle O'Brien and Brenda Martin. He also announces that the Yellowstone Shortline Trail received \$100,000 from Gallatin County towards finishing the trail this summer. He says that they anticipate finalizing the lease with Montana Aeronautics in the near future and the plans for the wastewater treatment plant have been submitted to Montana DEQ and is under review. They are working on finalizing the single family equivalency calculator and putting together a funding package for the facility. He thanks Representative Jane Gillette and Senator Pat Flowers for representing West Yellowstone in Helena to accomplish the finalization of the lease. He reports that the One Valley Housing Coalition met in West Yellowstone last week. They had participation from approximately 20 communities and discussed multiple ideas for solving housing issues. He announces that they are seeking applicants to serve on the Parks & Recreation Advisory Board, Cemetery Board of trustees, TBID Board of Directors. They are also recruiting for dispatchers, equipment operator, water and wastewater operator, seasonal laborers and seasonal recreation counselors.
- B) **Advisory Board Reports:** Benike reports that the Marketing and Promotions Fund met this past week and will report later in the meeting.

The meeting is adjourned at 8:05 PM. (McBirnie, Benike)

Mayor

ATTEST:

Town Clerk

Department Head Report April 28 – May 4, 2023

Calls for Service: 128 calls. And so it begins! Call volume is starting to really pick up. Traffic stops, traffic hazards, reckless driving, threats, abandoned vehicles, disturbances, multiple EMS calls and fire alarms, burglar alarms, animal complaints, public assists, parking, suspicious circumstances, multiple agency assists, traffic hazards, illegal camping, School Resource events, 911 hang-ups, traffic complaints, disabled vehicles, parking complaints, etc. Two arrests were made.

After turning in my last report on Thursday April 27th, I had to fly out the next day for a family emergency. I got back on Tuesday evening, so this report will be a little brief.

The staff had a second firearms training for the month as we evaluated new handgun platforms. Brenda and I attended a one-day training in Bozeman yesterday for Missing, Endangered and Exploited Children. No date has been set for the Rescue Task Force training in West, but suggested dates are being discussed by the various parties involved. Hope to have a date set-up by the end of next week.

Sorry for the short report, more next week.

Until next week,

Mike



MAY 5, 2023

TO: Town Manager Dan Walker, Town Council

FROM: Liz Roos, Town Clerk

SUBJECT: Town Clerk Report

- Attended the Municipal Institute, sponsored by the MSU Local Government Center, in Bozeman this week. I taught a class on Monday about preparing agendas, packets, and taking minutes.
- Publicly noticed the Wastewater Treatment Facility Information Meeting
- Facilitated the Parks & Recreation Advisory Board Meeting
- Answered lots of questions, summer traffic is definitely picking up
- Processed payroll, prepared packets for Town Council meeting





Week of 05.01.2023

- ❖ Attended the Montana Municipal Institute (Sunday-Thursday)
- ❖ Worked on the Uniform Application Form for the WWTP
- ❖ Entered claims for Town Council Meeting

Public Services Dept. Bi-Weekly Report: April 14th through March 4th, 2023

Work Performed

Began grading parkways. Will be bringing in more material for recrowning and regaining proper slope prior to June dust treatments. Haul snow from the chamber parking lot to the cul-de-sac near Windham Resort. Begin setting out refuse cans at intersections for summer trash route. Push back roadside ROWs, expose STS storm drains, and catch basins so snow melts and flows properly. Most of these storm lines are filled with sediment and do not drain correctly. This is due to line cleaning being neglected for 30 plus years. These STS lines in most places are $\frac{3}{4}$ charged with material and sit too far below grade, resulting in restricted flow allowing ice dams to form. The town will continue working with contractors to get these lines cleaned since the municipality does not have the proper equipment yet to do this in-house. Began running street sweeper, brooming aprons in alleyways and sidewalks. Vehicle and equipment maintenance: hydraulic repairs on 938 payloader, cleaned water separator and change fuel filters, replaced steering linkage and sway bar on Freightliner 55, shackle and assembly hanger on CH49, remove all Henke v-plows from equipment, removed wing on grader, serviced 940 zero-turn mower & replace blades, serviced 904 mini loader, cycle through all attachments and service as needed, continue replacing hubs on trash trailers, Auxiliary drive seal leaking on 99 rotary loader, needs to be replaced. Will be outsourcing to get up and running again. Both rotaries' will need an overall if they are to be operational next year, still waiting for scheduling, Fuel injection pressure regulator and ICP sensor out on 2009 Expedition, replace window regulator. Brake switches on backhoe, replace hydraulic hardlines. Alternator and starter issues on Durango, PTO yoke replacement on JD 5055. Solenoid changed on the sweeper, in-service and fluid change on crane truck. Begin removing pump assembly's and pedestals from Madison lift pump station. Issues with the transducer and sonic start at station. Control panel updates to generator circuitry board at Iris lift station. Replace signage, fix damaged and bent posts, installed new anchors. Reset damaged manhole castings and catch basins. Begin removing perimeter boards at the town's ice rink, we'll be building new. Haul away streetlight poles that continue to fall over. Fixed drinking fountain at the visitors' center, replace seals and pressure valve regulator. Respond to flag lowering notifications. Cleanup graffiti at Rendezvous Ski Trails. Cleaned up debris blowing out of triple bin roll off containers and Abitibi's at PW shop. Replace cadet heaters as needed in facilities. Inspect garbage disposal leak at the Povah building. Water valve service requests. Begin installing utility locate whiskers in all parkways. Exercise service and gate valves. Begin flushing fire hydrants. We've got Well #4 flushed and ready to cycle on whenever we need to begin supplementing our distribution system. Our WW operator Jon Brown has been working diligently through the town's lead/ copper water service line inventory which is due to the EPA on October 16th of next year. If anyone has questions, concerns, or wishes to see the inventory template that Jon is working on, please stop by the town offices to visit with him or reach out (406) 640-7547.

Administrative

Met with MMIA claims adjuster Natalie Gallup regarding water intrusion and damages at town hall offices, performed a walkthrough with her to file in her report. I followed up with her again last week to see if she needed any additional details, she should be advising us here very soon. In the meantime, I've still been reaching out to contractors for bids on remedying the ongoing issues. Met with Finance Director for a pre-budget meeting to lay out all projects, priorities, and bids I've received so far. Reached out to Paul at Briggs Roofing for pricing on Museum upgrades that are necessary. Ridge caps are either missing or rusted through, shakes are missing, and EPDM needs replaced with TPO. Discussed snow melting and flooding issues with locals, met with residents and business owners. Continuing to line up projects for the construction season. Remedied multiple frozen water lines issues, met with utility companies, business owners & residents, coordinated excavations, and lined up necessary contractors. Attended Parks and Rec meeting. Met with Asphalt Systems again in town to look over upcoming sealcoat treatments and application options to roadways on August 8th. Fill in shifts on road grader, trash, and litter collection throughout town. Discuss future plans for roadways markings with Idaho Traffic Safety. Review parts needs with vendors on heavy equipment. Follow up with John Deere, RDO, Caterpillar/ Tractor and Equipment for ongoing equipment and fleet maintenance issues. Coordinate facility service and lavatory repairs with R&R Lock and PJ's Plumbing. Schedule knocking down the snow hill at the town park. Got ahold of Kurt at Swiss Precision Nursery for bid on nineteen, 3" caliper aspen trees with protective grates to budget for downtown CBD enhancements of current tree pits. Coordinate annual fire extinguisher inspections, upgrades in town buildings and vehicles. Discuss current cleaning contracts with Blu's Services and explore options for alternate bid at visitors center and town park with Triple S Cleaning. Look over Moonrise Meadows application and conditional agreements, provide feedback to town manager on infrastructure concerns. Sit down with Department of Labor and Industry's compliance officer, CJ Holland go over results from the town's annual Public Works inspection. Met with volunteers Susan and Jill who are helping the town's staff collect litter, provide them with the necessary supplies and needs. Discuss signage upgrades for Fir Ridge Cemetery with Ken Davis as well as timeframes of new entrance sign installation by public works. Resolve issues with fire access control panel at town hall. Put together a building cleaning and trash route rotation schedule for public works crew. Spoke with Garrett Ostler about improvements to the West Yellowstone welcome signs, follow up on project needs and supplies order. Coordinate access into the Museum for WY Historical Group, the building is now open and accessible. Discuss utility locating call-out procedure issues with Al Reece at Summit Utilities. Continue working with Tyler Liddiard and Mountain States Lighting on streetlighting upgrades along the highway. I was able to work with the engineers to finalize the state bidding documents required for this project. I have a pre-bid meeting scheduled for May 24th. The project advertisement will be open for four weeks and will be closed on May 31st. So far, I've got one contractor at Montana Lines who is very interested in this job and has confirmed his attendance for the pre-bid meeting. The past couple years there's been a set aside budgeted at 650k for this project. Coordinate the hauling of abandoned vehicles for the Police Department, as needed. Confirm parts needs with Core and Main, Aqua Pro, Metro-Quip, Marc-1, Precision Fluid Power, Hotsy, Myslik- Eagle Corporation, Caterpillar, John Deere, MacQueen Equipment, Freightliner. Continue to explore options for a used Vactor truck, when the town has a major backup in any SAS mainline/ lift station and contractor is not available, or their equipment is down the town will run into problems (town staff continues to open problem areas at intersecting SAS manholes where sanitary debris has potential of accumulating to help mitigate issues). Go over importance of water service requests, access dates for

turning on & off curb stops with Jon Brown, get these added to the town's webpage. Come up with utility termination request dates for the fall and spring. Follow up with Ed Geiger on the options for installation of security cameras in town at the PW shop, city park, both Iris and Madison lift stations and entrance at WW lagoon. Will be looking at installation of new monitor outside the evidence room in basement at town hall and environmental monitors in lift stations. Continue looking for utility locator training opportunities for public works crew. Continue meeting with public works staff to discuss ongoing laundry list items within the department and how we can work more effectively and improve our operations for next year. Interviewed a potential candidate for part time seasonal employment, unimpressed. Reached out to an employee from last year to see about coming back, he's working four 10's in the park so we could potentially have him for one day at best. Discuss easement and setback requirements with business owners and residents, clarify municipal codes. 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. 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. Ticket entry for 811's new "positive response" reporting software.

Water/Wastewater

Bi-Weekly Report

4-15-23 thru 05-04-23

04/14/23: Performed water/wastewater rounds. worked on frozen water lines thru out town.

Iris lift station maintenance. Attended a housing collision seminar at the holiday inn in the afternoon.

04/17/23: Performed water/wastewater rounds. Worked on water shutoff on Alley A and Geyser street valve issues.

Water valve on service request coming in all over town to turn on the water.

Three bear Motel had a fuel leak from there fuel pump that they use to fuel snowmobiles it got into the storm drain system that we had to clean up. What helped in the cleanup was the storm drain being frozen so the fuel did not travel It was a combined Effort with fire department and public works and three bear staff Also spoke to DEQ for fuel spill guidance.

04/18/23: Performed water/wastewater rounds. Still working on storm drain fuel cleanup

Working on water valves in alley A and boundary street. Flushing hydrants thru out town and manhole inspections.

04/19/23: Performed water/wastewater rounds. Returned rented generator that was for Iris Station to Ammon Idaho Rods diesel service in Ammon, ID. Worked on electric motor in blower building #1 blower #2 at the wastewater facility installing new motor.

04/20/23: Performed water/wastewater rounds. Had the generator in Iris station go down again with a completely different problem the throttle body on the generator motor had seized up and needed replacing. Had to get parts coming over night so this could be repaired as fast as posable. With out generator back up on the iris station it does not take very long before we would be in a bad situation with overflowing sewer. Worked on completing the motor replacement on blower #2 wastewater facility.

04/21/23: Performed water/wastewater rounds. worked on blower building #1 maintenance – oil service-air- belts and replaced pressure relief valves. Worked on Madison lift pump station removing the old pump assembles. Repaired Hotsy steam cleaner in the public works shop.

04/22/23: Performed water/wastewater rounds. Parts came in for the generator at iris station got them installed and up and running. Working on Madison lift station upgrade still removing old infrastructure.

Working on EPA Net DMR's paper work for wastewater facility.

04/25/23: Performed water/wastewater rounds. Pump removal in Madison station. Working on utility locates on alley A and boundary for a water service that we need to dig up for repair. There are several large fiber lines running down Alley A up Boundary and then to Alley D that get missed every time we call a locate in. These are Century Link fiber lines.

04/26/23: Performed water/wastewater rounds. Working on consumer confidence report [CCR] for DEQ

04/27/23: Performed water/wastewater rounds. completed DMR" s for the 1 Quarter 2023 season.

Working on Manhole inspections thought out town getting ready to start the FPS collection study.

04/28/23: Performed water/wastewater rounds. Worked on water valve in Alley A and Boundary street after two days of locating the locating company gave us a green light to go ahead and dig, first three buckets from the back hoe we pulled up a 100 pair phone line that was only 14 inches deep that they had completely missed this was very frustrating. We our finding out that dealing with some of the utility's in town is complicated. For example, we will find phone lines that are only a few inched deep fiber lines that aren't even on their maps. This is another reason for a Vactor truck you can hydro excavate around utility's and never damage them!!!

05/01/23: Performed water/wastewater rounds. Back filled water valve repair on Alley A. Making lagoon adjustments we our starting to see increased flows due to runoff season and tourist increase. The ice is also starting to come off of the lagoons so the wastewater smell will start to increase, when the mechanical treatment plant is built this will not be an issue. Working on iris lift station sonic leveler and generator exhaust system.

Ordering lab sample bottles for energy labs for the second quarter sampling.

05/02/23: Performed water/wastewater rounds. removing 3 light poles that were damaged in town with the help of public work crews. More water service request turning on customer water. Dealing with the phone company century link on still having costumers out of service after they repaired the damaged phone line.

Finding more frozen water lines thru out town frost depth in some places 8 feet deep AMAZING.

05/3/23: Performed water/wastewater rounds. Completed BAC-T water samples and drove them to Bridger Labs in Belgrade. Completed wastewater effluent samples and delivered them to Enviro Chem Labs.

If you have any Questions or concerns please fill free to contact me.

Jon Brown

TOWN OF WEST YELLOWSTONE

PUBLIC MEETING

Municipal Wastewater Treatment Facility

May 9, 2023

7:00 PM

NOTICE IS HEREBY GIVEN that the West Yellowstone Town Council, will conduct a Public Meeting on **May 9, 2023**. The meeting will be conducted as part of the regular Town Council Meeting, which begins at **7:00 PM**. The purpose of the public meeting is to educate the community about the proposed Municipal Wastewater Treatment Facility. The Town of West Yellowstone is proposing to build an Aero-Mod mechanical treatment plant on land leased from the Montana Aeronautics Division. Representatives from Forsgren Associates, the engineering firm for the Town, will be present at the meeting. The following information will be presented and discussed:

- The need for a new wastewater treatment facility
- Project location
- Alternatives that have been considered, including updated costs
- The criteria used to select the recommended alternative
- How the project will be funded
- Impact the project will have on user rates
- Project schedule, including milestone dates

The public meeting will be held during the regular Town Council Meeting which begins at 7:00 PM. The meeting will take place in the Town Hall, 440 Yellowstone Avenue, West Yellowstone, MT, 59758. The meeting will also be broadcast online using Zoom, Meeting ID 893 834 1297. Testimony will be taken from the public in person, in writing, or by Zoom. Written testimony may be submitted until 5:00 PM on the date of the hearing to the Town Clerk at the Town Hall, 440 Yellowstone Avenue, by mail to PO Box 1570, West Yellowstone, MT 59758, or by email to info@townofwestyellowstone.com. For further information contact the Town Clerk at (406) 646-7795.

Elizabeth Roos
Town Clerk





Memorandum

To: Mayor and Town Council Members

From: Dan Walker, Town Manager

Date: 5/9/23

Re: Airport Lease Terms

Below is a summary of the main negotiated terms of the airport lease:

1. The parcel of land will be reduced from 40 acres to 20 acres. The Town will be responsible for conducting a survey to define the boundaries. Forsgren is sending a survey crew down on May 22nd to complete that work.
2. The lease will be for a 40-year term.
3. The initial lease rate will be \$25,000 per year beginning July 1, 2023, with a 3% annual escalator each year of the lease. There is no provision which requires a re-appraisal of the property.
4. Subordination to Federal requirements and ability to reform.
5. Termination for default and ability to cure.
6. Land Use License- removal of Town Property. The license is valid for 3 years to allow for clean-up. License is being granted at no cost to the Town.

RESOLUTION NO. 787

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WEST YELLOWSTONE, MONTANA, TO APPROVE A 40 YEAR LEASE WITH THE MONTANA DEPARTMENT OF TRANSPORTATION AERONAUTICS DIVISION FOR A PARCEL OF LAND ON WHICH THE TOWN'S WASTEWATER TREATMENT PLANT WILL BE LOCATED AND TO AUTHORIZE THE TOWN MANAGER OF THE TOWN TO EXECUTE DOCUMENTS NECESSARY FOR THE LEASE OF SUCH LAND

BE IT RESOLVED by the Town Council of the Town of West Yellowstone, Montana, that:

WHEREAS: The Town of West Yellowstone, (the "Town") has leased a parcel of land from the Montana Department of Transportation Aeronautics Division, ("MDOT"), for numerous years on which the Town's wastewater lagoons are located (the "Current Lease"); and

WHEREAS: The Town is in the process of upgrading its wastewater treatment facility, changing it from a lagoon system to a mechanical system; and

WHEREAS: In order to obtain the best funding opportunities to pay for the upgrades, the lease for the land on which the new system will be constructed must have a term at least as long as the term of the notes or bonds related to the funding, which is up to forty years; and

WHEREAS, The Current Lease expires in 2026 and the Town and MDOT desire to enter into a new Lease (the "2023 Lease") that will supersede the Current Lease on July 1, 2023, in order to provide for a reduction in the size of the parcel, a commensurate reduction in the amount of the rent and to provide for a longer term as well as other terms and conditions that are beneficial to the Town; and

WHEREAS: The Town and MDOT have reached a tentative agreement regarding the 2023 Lease, a draft of which is attached hereto as **Exhibit A**; and

WHEREAS: The Town Council of the Town of West Yellowstone believes that entering into the 2023 Lease is in the best interests of the health, safety and welfare of citizens of the Town of West Yellowstone as the 2023 Lease will allow the Town to proceed with pursuing funding for the upgrades to the wastewater treatment facility and allow for other benefits to the Town.

THEREFORE, BE IT RESOLVED:

The Town Council of the Town of West Yellowstone approves the attached 2023 Lease and hereby authorizes the Town Manager of the Town of West Yellowstone to enter into the 2023 Lease and to take all other steps necessary to fully execute and perform on behalf of the Town under such Agreement.

DATED this _____ day of _____, 2023.

Travis Watt, Mayor

Jeff McBirnie, Deputy Mayor

Brian Benike, Council Member

Lisa Griffith, Council Member

Jeff Mathews, Council Member

ATTEST:



Town Clerk Elizabeth Roos

TOWN OF WEST YELLOWSTONE WASTEWATER TREATMENT SITE LEASE AGREEMENT

1. PARTIES

This lease is entered into by and between the State of Montana, Department of Transportation, Aeronautics Division, whose address is P.O. Box 200507, Helena, MT 59620-0507 (“Lessor” or “Department”) and the Town of West Yellowstone, acting by and through its duly qualified and elected Town Council (“Lessee”). The effective date of this lease is July 1, 2023. The Lease Agreement dated January 19, 2016 (the “Prior Lease”), remains valid and in effect in accordance with its terms through June 30, 2023, on which date it shall expire and be of no further force or effect, notwithstanding any provision in the Prior Lease to the contrary. On and after July 1, 2023, this lease will be valid and in full force and effect in accordance with its terms and on such date supersedes and renders the Prior Lease of no further force or effect.

2. PURPOSE OF LEASE

Lessee desires to lease ground at the Yellowstone Airport from Lessor for the purpose of the construction, operation, maintenance, repair, and replacement of a wastewater treatment facility and associated appurtenances and improvements. Lessee agrees to use the leased area for the purposes of construction, operation, maintenance, repair, and replacement of the wastewater treatment facility and associated appurtenances and improvements only.

3. PREMISES DESCRIPTION

The leased area or leased premises consists of a particular lot or portion of a lot of land, more particularly described on Exhibit A as TOWN OF WEST YELLOWSTONE LEASE PARCEL. (APPROXIMATE: 20 AC.), which, by reference, is incorporated in and made a part of this lease. The term “leased area” or “leased premises” or “premises” refers to the real property described on Exhibit A as TOWN OF WEST YELLOWSTONE LEASE PARCEL. (APPROXIMATE: 20 AC.), and, as appropriate based on the context, includes any improvements located thereon during the term of this lease. Lessor and Lessee agree that Lessee, at its expense, will cause a survey of the boundary of the leased area as shown on the attached Exhibit A to be performed by a professional surveyor licensed in the State of Montana. Lessee will deliver that survey to Lessor and each party agrees to attach such survey to this lease as a supplemental Exhibit A, which will thereupon become a part of this lease. Any inconsistency or conflict between the Exhibit A attached to this lease upon full execution of this lease and the supplemental Exhibit A reflecting the boundary survey shall be resolved by giving effect to the supplemental Exhibit A.

4. TERM OF LEASE

The term of this lease shall be for forty (40) years, commencing on July 1, 2023 and ending on June 30, 2063. If during the forty (40) year term, Lessee, its successors or assigns, should elect

to cease to use the property for a wastewater treatment facility for a period in excess of six (6) consecutive months, this lease shall be subject to termination according to Sections 14 and 15 below. No provision in this lease shall prohibit or limit the Lessor and the Lessee from agreeing to extend the term of or renewing this lease prior to its expiration, so long as such extension or renewal is permitted by law.

5. CONSIDERATION

Lessee shall pay to Lessor the total sums according to the following schedule for rental of the premises. The rental payment for each fiscal year must be remitted by May 31st of the then-current fiscal year annually.

July 1, 2023 through and including June 30, 2024	\$25,000.00
July 1, 2024, through and including June 30, 2025	\$25,750.00
July 1, 2025 through and including June 30, 2026	\$26,552.50

And continuing for each fiscal year thereafter through and including the fiscal year commencing July 1, 2026 and concluding June 30, 2027, with each fiscal year rental payment being three percent (3.0%) higher than the immediately preceding fiscal year.

6. REQUIRED MAINTENANCE

Lessee shall, throughout the term of this lease, at its own cost, and without any expense to Lessor, keep and maintain the premises, including all buildings and improvements of every kind, in good, sanitary, and neat order, condition and repair. Lessee shall restore and rehabilitate any improvements, in good, sanitary, and neat order, condition and repair. Lessee shall restore and rehabilitate any improvements which may be destroyed or damaged by fire, casualty, or any other repairs, replacements, or renewals of any kind, nature, or description whatsoever to the premises or any buildings or improvements.

7. LESSEE REQUIREMENTS AND ALLOWED AND PROHIBITED USES OF LEASED AREA

- A. Uses of Premises** - Lessee may use the premises for the purpose for which the premises are leased; and no use shall be made or permitted to be made of the premises, or acts done, which will cause a cancellation of any insurance policy covering any structure located on the premises.

Lessee must not sell any article, or permit to be kept, used, or sold, any article which may be prohibited by Lessee's fire insurance policies. Lessee shall, at its sole cost, comply with all requirements pertaining to the premises, of any insurance organization or company, necessary for the maintenance of insurance, covering any building and appurtenances at any time located on the premises.

This lease is given subject to all of the restrictions and covenants contained in the Correction Deed given by the United States of America to the State of Montana, dated

August 12, 1968, and in the Deed of Release dated December 6, 2018, insofar as applied to this treatment facility. Lessor represents and warrants to Lessee that this lease is permitted under and does not violate such restrictions and covenants.

Lessee must use all reasonable efforts to comply in all material respects with State and Federal requirements regarding operation of public wastewater treatment facility. Lessee must comply or take reasonable steps to comply with all State and Federal permitting requirements including proper approvals from Montana Department of Environmental Quality and other permits as applicable to a public wastewater treatment facility.

B. Public Works Activities – Lessee is permitted to conduct other public works activities that may not be in direct support of the operation of the sewer treatment system. These incidental public works activities are subject to determination of approval by the Lessor. Any activities that the Lessee wishes to conduct on the leased parcel other than those in direct support of the sewer treatment activities must be requested in writing to the Lessor. The Lessor then will either grant or deny the activity requested at the Lessor's sole discretion and will do so in writing.

Other currently approved public works activities:

- Storage of non-hazardous infrastructure and maintenance materials
- Storage of Town owned equipment

Lessor has sole discretion over what other approved activities may be conducted other than those in direct support of the sewer treatment operation. At any time the Lessor determines an un-approved activity is being conducted on the leased parcel, the Lessor will notify the Lessee in writing and the Lessee will have the opportunity to cure this breach as described in Sections 14 and 15 below.

C. No Sharing or Sub-Lease Use - Lessee may not sublet the premises in whole or in part without Lessor's consent, which consent shall not be unreasonably withheld. Lessee shall not assign or transfer this lease or any interest herein, without the prior written consent of Lessor, which consent shall not be unreasonably withheld, and any consent to an assignment shall not be deemed to be a consent to any subsequent assignment. Any such assignments without such consent shall be void, and shall at the option of Lessor, terminate this lease.

D. Utilities - Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities of every kind furnished to the premises throughout the term of this lease, and all other costs and expenses in connection with the use, operation, and maintenance of the premises and all Lessee's activities at the premises. Lessor shall have no responsibility of any kind for any utility payment for utilities that serve the premises.

E. Lessor's Right of Entry - Lessee shall permit Lessor and Lessor's agents and employees to enter into and upon the premises at all reasonable times for the inspection of leased premises to ensure compliance with the terms of this lease. Lessee, at its election, may

accompany Lessor and/or its agents and employees during any such inspection. Lessor shall provide Lessee with written notice in advance of any inspection unless there is an emergency situation or other urgent matter that poses a threat to public safety. Some examples include, but are not limited to, an interference with air navigation systems, obstructions, wildlife, any safety issue for aircraft and the flying public including violations of 14 CFR §77 or any access required by 14 CFR §139.

- F. Taxes and Assessments** - Lessee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, or imposts, whether general or special, ordinary or extraordinary, of every name, nature and kind whatsoever which are from time to time assessed, charged or levied against the premises and payable by Lessee. Lessee may, at its own expense, in good faith contest any such assessments and other charges as permitted by law and, in the event of such contest, may permit the items so contested to remain unpaid during the period of the contest and any appeal therefrom.
- G. Liens** - Lessee shall keep all of the premises and all buildings and other improvements free and clear of any and all mechanics', materialmen's, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Lessee; provided that, such liens are permissible so long as Lessee is validly and timely contesting such liens as permitted by law.
- H. Encumbrance of Lessee's Leasehold Interest** - Lessee may encumber by mortgage or deed of trust, or other proper instrument, its leasehold interest and estate in the premises, together with all of Lessee's building and improvements, as security for any indebtedness. The execution of any instrument, or the foreclosure or sale under an instrument, either by judicial proceedings, or conveyance by Lessee to the holder of such indebtedness, or the exercising of any right, power, or privilege reserved in any mortgage or deed of trust, shall not be held as a violation of any of the terms or conditions of this lease. No such encumbrance, foreclosure, conveyance, or exercise of right shall relieve Lessee from its liability under this lease.
- I. Protected Surfaces** – Nothing may be constructed upon the premises which would protrude into the protected surfaces as defined by 14 CFR §77. Any trees or other vegetation shall be maintained such that they do not protrude into the protected surfaces as defined by 14 CFR §77.
- J. Underground Storage Tank** - No construction or installation of any underground storage tank dispensing system located on leased property will be allowed; provided that underground storage tanks necessary or appropriate in connection with the wastewater treatment facilities are allowed.

8. WILDLIFE MANAGEMENT

Lessee shall record daily wildlife activity observations on the “Daily Wildlife Management Log” provided by Lessor in the Yellowstone Airport Wildlife Hazard Management Plan (WHMP). This activity report will be submitted by Lessee to Lessor on a monthly basis for the months May through November annually.

Lessee is charged with controlling any wildlife, in particular waterfowl, that are shown to be attracted to the wastewater facility and that adversely affect airport operations. Any and all related costs associated with wildlife control and mitigation due to the operation of the wastewater treatment facility to address adverse effects to airport operations will be the sole responsibility of Lessee. If any level of wildlife activity is identified as a hazard to airport operations by Lessor, the Lessor shall inform the Lessee in writing of such hazard. The Lessee must take immediate mitigation action as necessary and as reasonably directed by Lessor. The Lessor, at its own cost and risk, may also enter the premises and take legal mitigation by use of firearms at its sole discretion at any time without notice to the Lessee.

9. LESSOR REQUIREMENTS

Lessor will operate and manage the airport facility in accordance with MDT Aeronautics Division standards and Federal Aviation Administration rules if applicable and make the airport available and open to the public for typical airport uses.

10. SUBORDINATION TO FEDERAL REQUIREMENTS

Lessor represents and warrants that it is authorized to enter into this lease and Lessee’s uses enumerated in Paragraphs 2 and 7 above are consistent with, and this lease does not violate, existing agreements between Lessor and the United States, including, without limitation, the Federal Aviation Administration (the “FAA”), and the laws, rules, and regulations of the United States as they pertain to the Yellowstone Airport. Lessor’s obligations under this lease shall be subordinate to the provisions of any existing or future agreement between the Department and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

Should any provision of this lease be determined by the FAA to conflict with the Department’s obligations to the federal government (including, without limitation, Grant Assurance obligations), Lessor and Lessee will endeavor to reform the affected provision to accord as closely as legally practicable to the parties’ original intent in light of the specific FAA objections.

11. ENVIRONMENTAL HAZARDS

If soils or other materials are found on the leased area that are “Hazardous or Deleterious Substances” as defined by the Montana Comprehensive Environmental Cleanup and Responsibility Act, §75-10-701 et. Seq., MCA (“CERCRA”), “Hazardous Substances: as defined

by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9600, et. Seq. (“CERCLA”), “Hazardous Waste” as defined by the Montana Hazardous Waste and Underground Storage Tank Act, §75-10-401, et. Seq. MCA, or the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et. Seq., or which require special remediation or disposal pursuant to any other applicable law, Lessee shall excavate, handle, and dispose of such soils or other materials only in compliance with such statutes and regulations. If the Lessee leaves any of the above-described materials on the property, the Department may, at its option, have the wastes properly disposed of at the sole cost to Lessee. Lessee will be billed for the cost of storage, transport and disposal.

All Hazardous Materials must be appropriately labeled and stored in accordance with all Federal, State and Local laws.

If a hazardous material spill occurs on the property due to Lessee’s or its agent’s or employee’s actions or negligence, it is the responsibility of the Lessee to have the spill cleaned up according to State and Federal Laws and Regulations. If drains or floor sumps are contaminated; it will be the responsibility of the Lessee to clean up those systems. Lessee is aware there are significant penalties for improperly disposing of wastes or submitting false information, including the possibility of fines and imprisonment for knowing violations.

Lessee agrees to indemnify and hold harmless the State of Montana, Department of Transportation, Aeronautics Division, from any and all actions, claims, demands, liabilities, losses, damages, expenses, clean-up costs, or judgments (including costs and attorney’s fees), and damage to property or for loss of use of property, or for any other cause, which may be imposed, or that the Department may sustain, as a result of Lessee’s impact on any hazardous or deleterious waste, as defined in section §75-10-701, MCA, or any solid wastes, which are located on the premises, unless such actions, claims, demands, liabilities, losses, damages, expenses, clean-up costs, or judgments or damage or loss of use of property are caused by or arise out of or relate to the actions or inactions of Lessor.

12. AIRPORT RULES AND MINIMUM STANDARDS

Lessee shall use all reasonable efforts to comply in all material respects with all State and Federal statutes, rules, regulations, and permitting requirements regarding its wastewater treatment operations. Lessor represents and warrants to Lessee that this lease complies with all currently applicable rules and regulations set forth by MDT Aeronautics Division and the FAA as they relate to airport operations. Lessee shall comply in material respects with all applicable rules and regulations set forth by the MDT Aeronautics Division and the FAA in accordance with airport operations, so long as such compliance does not prohibit or materially limit Lessee’s use and control of the premises in accordance with the terms of this lease. Lessor represents and warrants to Lessee that this lease complies with all current minimum airport standards set forth by the MDT Aeronautics Division. Lessee shall also comply in material respects with any existing or future airport minimum standards set forth by the MDT Aeronautics Division, so long as such compliance does not prohibit or materially limit Lessee’s use and control of the premises in accordance with the terms of this lease. Minimum Standards are not incorporated as part of this lease, however, they carry the full weight and effect as all other conditions in regards to this

lease. If Lessee is not in compliance with Airport Minimum Standards and such Airport Minimum Standards do not prohibit or materially limit Lessee's use and control of the premises in accordance with the terms of this Lease, Lessor shall in writing notify Lessee of the reason and extent of such non-compliance, citing particular Airport Minimum Standards, and Lessee shall undertake to cure such non-compliance within 180 days after the date of such written notice. Failure to cure such non-compliance within such 180-day period shall be grounds for terminating this lease unless such non-compliance cannot reasonably be cured within such 180-day period and Lessee is diligently prosecuting cure to completion; provided, however, Lessee shall have no obligation to pursue such cure if the Airport Minimum Standards at issue prohibit or materially limit Lessee's use and control of the premises in accordance with the terms of this lease.

13. STATEMENTS, BOOKS AND AUDIT OF RECORDS

Lessee shall keep full and accurate books and records pertaining to this lease. Lessee agrees to provide the Departments of Transportation or Administration, the Legislative Auditor, the Legislative Fiscal Analyst, or their authorized agents' access to any records concerning this lease. Lessee agrees to create and retain all records supporting this lease for a period of three years after either the completion date of this lease or the conclusion of any claim, litigation or exception relating to this lease taken by the State of Montana or a third party.

Following written notice from Lessor to Lessee, Lessor shall have the right, through its agents or agents of another appropriate agency, for reasonable ingress and egress to inspect the premises, buildings and grounds to ascertain Lessee is adhering to the terms of this lease. Lessee shall have the right to accompany Lessor, through its agents or agents of another appropriate agency, during any such inspection.

14. BREACH OF LEASE AND OPPORTUNITY TO CURE

Either party shall have the authority to terminate the lease for material breach of any material term of the lease unless the other party can cure the breach pursuant to the following procedures:

- A. Opportunity to Cure** - If either party to this lease materially defaults in the performance of any material term or condition of this lease other than Lessee's failure to pay annual rental payments timely under Section 5 above and other than as described in Section 12 above, the other party will give the defaulting party written notice of its intent to declare a default that clearly specifies the nature of the default and the action required to cure the default. If the default is not cured within 30 days after the date the defaulting party receives the written notice of the intent to declare a default, the party not in default may then provide written notice of its intent to terminate this lease in accordance with Section 15 below without further obligation under this lease, other than as set forth below in Section 15 and the obligations incurred or accrued to the date of termination.
- B. Breach in Payment of Rent** – So long as Lessor is not in default of its obligations under this lease, Lessee shall pay to Lessor the annual rental payment specified

under Section 5 above not later than June 10 of each fiscal year with respect to the fiscal year then in effect. Any rental payment paid by Lessee to Lessor after the applicable June 10 shall be assessed a penalty in the amount of five (5%) percent of the entire annual rental that was due. Partial payments will not be accepted. Lessor may, in its sole discretion and without any obligation, remind Lessee of any rental payment lateness or insufficiency.

15. TERMINATION

If a party seeks to terminate this lease pursuant to Section 14.A. above, the party seeking to terminate this lease must give written notice of its intent to terminate this lease to the other party, which notice may be given no earlier than the conclusion of the 30-day period set forth in Section 14.A. above, and which notice must clearly specify the nature of the default and the action required to cure the default. The other party shall then have 60 days after the date of delivery of written notice of intent to terminate this lease to cure the default, or, if the defaulting party is diligently prosecuting cure to completion, such longer period of time reasonably necessary to cure the default. Termination resulting from Lessee's default shall not entitle Lessee to any refund for rentals paid or exemption from the payment of any rents, penalties, or other compensation due under the terms of the lease. Once terminated, Lessee shall not be liable to Lessor for any amount which would have been payable in the future had this lease not been terminated. Lessee shall be liable to the Lessor only for the amount owed to the Lessor up to the date of termination resulting from Lessee's default, or the date Lessee vacates the premises under a land use license described in this lease.

16. RELINQUISHMENT

Lessee may request the right to surrender and relinquish the lease in whole or in part, by writing to the Department at least 30 days prior to the expiration of any rental year. Department may grant or deny the request and may condition the right to surrender and relinquish upon the payment to Department of reasonable damages caused by the surrender, which may include removing improvements and restoring the land to a condition substantially similar to its original condition.

17. LAND USE LICENSE – REMOVAL OF PERSONAL PROPERTY

In the event this lease is terminated pursuant to Section 15 above, Lessee may secure a land use license, not to exceed three (3) years in duration, to remove improvements and reclaim the leased area to a condition substantially similar to its original condition. The land use license payment is payable annually as provided in Section 5 in an amount calculated at the same annual lease rate at the time of termination or such lesser amount as may be agreed to by Lessor and Lessee. No refunds shall be given to the Lessee for the term of the land use license or any portion of the license unless otherwise agreed by Lessor and Lessee.

Lessee shall have the right to remove personal property and personal equipment from the premises within the land use license period after the termination of this lease or termination of any extension or renewal of this lease. In the event of lease termination, Lessee shall return the

leased area to a condition substantially similar to its original condition, including filling with native soils, grading, and removal of all constructed features.

The moveable improvements must be removed during the land use license period, or they become the property of the State, unless Department for good cause grants additional time for removal. Department will not pay any compensation to Lessee for any Lessee owned improvements that become the property of the State upon the expiration of the land use license period.

18. INSURANCE

Lessee shall maintain for the duration of the lease, at its sole cost and expense, insurance against claims for injuries or accidents to persons or damages to property which may arise from or be in connection with the performance of the work, negligent use or occupancy of the leased premises.

A. Primary Insurance - The Lessee's insurance coverage shall be primary insurance with respect to the Premises. Any insurance or self-insurance maintained by the Lessor, its officers, officials, employees or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

B. Coverage - The Lessee shall procure and maintain the following coverage:

<u>Coverage</u>	<u>Policy limits of not less than:</u>
<u>Workers' Compensation</u>	
State	Statutory
<u>Employer's Liability</u>	
Each accident	\$750,000
Each employee	\$750,000
Policy Limit	\$750,000
<u>General Liability through MMIA</u>	
General Aggregate	\$1,500,000
Bodily Injury and Property Damage—Each Occurrence	\$750,000
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$750,000
<u>Excess or Umbrella Liability</u>	
Each Occurrence	\$3,500,000
General Aggregate	\$3,500,000

C. Change in Coverage - Lessee must notify the Lessor immediately of any material change in insurance coverage such as changes in limits, coverages, change in status of policy, etc. The Lessor reserves the right to require complete copies of insurance policies at all times.

D. Lessee's Property - The Lessee shall be responsible for acquiring whatever insurance the Lessee deems necessary to safeguard the Lessee's interest in the Lessee's real and personal property stored on the airport and, in this regard, expressly covenants and agrees to assert no claim against Lessor as a result of loss or

damage to any real or personal property stored on the airport belonging to Lessee resulting from actions of any third party. The Lessee hereby covenants and agrees to take whatever steps the Lessee sees fit to take in protecting the Lessee's person and property from loss or damage as the result of vandalism, malicious mischief, theft, or kindred losses, and, in this regard, agrees to assert no such claim against the Lessor for these losses.

- E. Criminal Activity** - All losses suffered by the Lessee resulting from the criminal activity of others shall be reported to the police or sheriff's department having jurisdiction. The Lessor assumes no responsibility for such losses.

19. WORKERS' COMPENSATION INSURANCE

Lessee is required to comply with the provisions of the Montana Workers' Compensation Act while performing work in the State of Montana in accordance with Mont. Code Ann. §§39-71-401, 39-71-405, and 39-71-417. Neither Lessee nor its employees are employees of the Department. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and must be received by the Aeronautics Division, Montana Department of Transportation P.O. Box 200507, Helena, MT 59620-0507 within 10 working days of the execution of this lease. This insurance/exemption must be valid for the entire term of the lease. All renewal documents must be sent to the Department upon expiration of previous documents.

20. HOLD HARMLESS AND INDEMNIFICATION

To the extent permitted by law, Lessee agrees to indemnify and hold harmless the State of Montana, Department of Transportation, Aeronautics Division, and its officials, employees and other staff from and loss, liability or expense (including costs and attorney's fees) for injury to or death to any person, or loss or destruction of any property caused by Lessee's negligent use or occupancy of the leased premises.

21. VENUE AND CHOICE OF LAW

The laws of the State of Montana govern this lease. The parties agree that any litigation concerning this lease must be brought in the First Judicial District in and for the County of Lewis & Clark, State of Montana and each party shall pay its own costs and attorney's fees, except as otherwise expressly provided in this lease.

22. ASSIGNMENT, TRANSFER OR SUBLEASE

Lessee may not assign, transfer, or sublease this lease or any area controlled by this lease without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

23. SUCCESSORS IN INTEREST

The covenants and conditions of this lease shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the heirs, successors, executors, administrators, and assigns of the parties.

24. NOTICE

Any notice or demand required or permitted to be given under this lease must be in writing. Written notice shall be deemed given when hand delivered, or when mailed by first class mail, postage prepaid, to the addresses specified in this section. The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given to such party as above provided.

Lessor's representative for purposes under this lease is Timothy Conway, Administrator of the MDT Aeronautics Division, or his designated representative or replacement, P.O. Box 200507 Helena, MT 59620-0507, telephone (406) 444-2506.

Lessee's representative for purposes of this lease is Town of West Yellowstone, PO Box 1570 West Yellowstone, MT 59758; Attn: Town Manager.

25. AMENDMENT AND MODIFICATION

This lease may be modified or amended only by a writing signed by the parties. In addition to the terms and conditions contained herein, the provisions of any writing may be incorporated and made a part hereof by this reference in the terms of the amendment so provided. In the event of any conflict between the terms and conditions hereof and the provisions of the writing, the provisions of the writing shall control, unless the provisions thereof are prohibited by law or the writing expressly provides otherwise.

26. DEBARMENT

Lessee certifies, by execution of this lease, that neither it nor its principals are presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from participation in this lease by any governmental Department or agency. If the Lessee cannot certify this statement, attach a written explanation for review by the State.

27. SEVERABILITY CLAUSE

If any provision of this lease is held to be illegal or void, the validity of the remaining items shall not be affected. This document contains the entire agreement of both parties. Any alteration or modification to this lease requires a written amendment signed by both parties.

28. MEMORANDUM OF LEASE

On the date of full execution of this lease or such later date as the Lessor or the Lessee shall request in writing to the other (including, without limitation, on or after the date on which the boundary survey referenced in Section 3 is delivered), the Lessor and Lessee shall execute and deliver a memorandum of this lease in recordable form, which memorandum will refer to this lease and its material terms and contain a legal description of the leased area or a sufficient description of the leased area and be recorded in the real property records of Gallatin County and the party recording the lease shall pay all associated recording fees.

29. RIGHT OF LENDER TO CURE LESSEE'S DEFAULT

Lessor understands and agrees that Lessee is and will be making major upgrades to its wastewater treatment facilities situated on and under the leased area, including engineering, designing, constructing, and equipping a new wastewater treatment system. The Lessee will need to finance all or a portion of the costs of such improvements by issuing bonds or other obligations in one or more series (the "Bonds") to a purchaser of such Bonds (the "Original Purchaser"). It is expected that the Original Purchaser of the Bonds will be the Department of Natural Resources and Conservation of the State of Montana, but another entity may purchase some or all of the Bonds. Lessor agrees that in the event that it provides written notice of breach of this lease and/or a notice of termination of this lease to Lessee under Section 14 and/or Section 15 above, Lessor shall, for so long as the Bonds are outstanding, simultaneously provide such written notice to the Original Purchaser and that the Original Purchaser shall have the right to participate in discussions, negotiations, or communications between or undertakings of the Lessor and the Lessee resulting from a written notice given under Section 14 or Section 15 above and to cure any breach or default of this lease by the Lessee in accordance with its terms as if the Original Purchaser were the Lessee. Any cure of a breach or default of this lease by the Original Purchaser shall be effective against the Lessor as if such cure had been performed by the Lessee. The Lessee agrees that it shall be responsible for and shall pay to the Original Purchaser on demand of the Original Purchaser all costs and expenses incurred or paid by the Original Purchaser in curing any breach or default of this lease, and the Lessor shall have no obligation or liability with regard to such costs and expenses. Furthermore, to the extent permitted by law, Lessee agrees to indemnify and hold harmless the Original Purchaser, and its officials, employees and other staff from any loss, liability or expense (including costs and attorney's fees) for injury to or death to any person, or loss or destruction of any property caused by Lessee's negligent use or occupancy of the leased premises.

Notwithstanding any provision in this Section, the Original Purchaser shall have no obligation to cure or seek to cure any breach or default of this lease, and shall not be liable in any way to the Lessor, the Lessee, or any other person or entity for not seeking or refusing to seek to cure any breach or default of this lease by the Lessee.

Upon the issuance of the Bonds, the Lessee shall provide in writing to the Lessor the mailing address, email address, and telephone number of the Original Purchaser so that the Lessor can provide the notice described above in this Section to the Original Purchaser.

30. COUNTERPART EXECUTION

This lease may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same lease. The counterparts of this lease may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

DRAFT

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this lease to be executed and effective as of July 1, 2023 as set forth in Section 1 above pursuant to the authority granted to the signatories below.

LESSEE:

TOWN OF WEST YELLOWSTONE

Lessee Signature

Date

Printed Name: _____

Title: _____

LESSOR:

MONTANA DEPARTMENT OF TRANSPORTATION, AERONAUTICS DIVISION

Jeff Kadlec, Yellowstone Airport Manager
MDT Aeronautics Division

Date

Timothy Conway, Administrator
MDT Aeronautics Division

Date

APPROVED FOR LEGAL CONTENT:

EXHIBIT A

Description of Leased Premises or Leased Area

DRAFT



PLAN

SCALE: 1"=400"



GRAPHIC SCALE



Scale: 1"=400'

- NOTES:**
1. THE BEARING AND DISTANCES SHOWN ON THIS EXHIBIT ARE TAKEN FROM TOWN OF WEST YELLOWSTONE WASTEWATER TREATMENT LAGOON SITE LEASE AGREEMENT ATTCHMENT "A & B".
 2. THIS EXHIBIT IS ONLY A REPRESENTATION OF THE NEW LEASED PARCEL BOUNDARY.
 3. PARCEL HAS NOT BEEN FIELD SURVEYED.

FORSGREN
Associates Inc.

1137 SUMMERS DRIVE, REXBURG, ID 83440
PH: 208.356.9201 FAX: 208.356.0206

TOWN OF
WEST YELLOWSTONE
EXHIBIT A

PROJECT NO:
01-20-0046
DATE:
03/01/2023

04/04/2023

To Town Council Members,

My name is Pamala Mitic and I'm writing this to request that the \$1500 bond be waived for the West Yellowstone Market. In lieu of the \$1500 bond, the sponsor will collect the 4% resort tax from the vendors and will remit the funds prior to the due date. I'm a trustworthy, diligent and reliable individual that has shown the town with the past four years that the town will get all the required taxes for products sold.

Thank You,

A handwritten signature in black ink that reads "Pamala Mitic". The signature is written in a cursive style with a large initial "P".

Pamala Mitic

EXPOSITION LICENSE & SPECIAL EVENT PERMIT APPLICATION

Town of West Yellowstone, Montana



Event: WEST YELLOWSTONE COMMUNITY MARKET
 Sponsor Organization: PAMALA MITIC
 Sponsor Address: 218 N FAITHFUL STREET - PO BOX 2242
 Contact Person: PAMALA MITIC
 Contact Phone: 727-744-5629 Fax: _____
 E-mail Address: WESTYELLOWSTONEMARKET@GMAIL.COM
 Date(s) of Event: JUNE - SEPTEMBER (THURSDAY ONLY + JULY 4TH)
 Location of Event: MUSEUM OF THE YELLOWSTONE - LAWN

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

Event Fee: \$ 25.00
 Resort Tax Bond: \$ _____
 Vendor(s) Fee: \$ _____
 Total Due: \$ _____

Pamela Mitic
 Signature of Applicant
04/04/2023
 Date

Date Received by the Town: 4/20/23

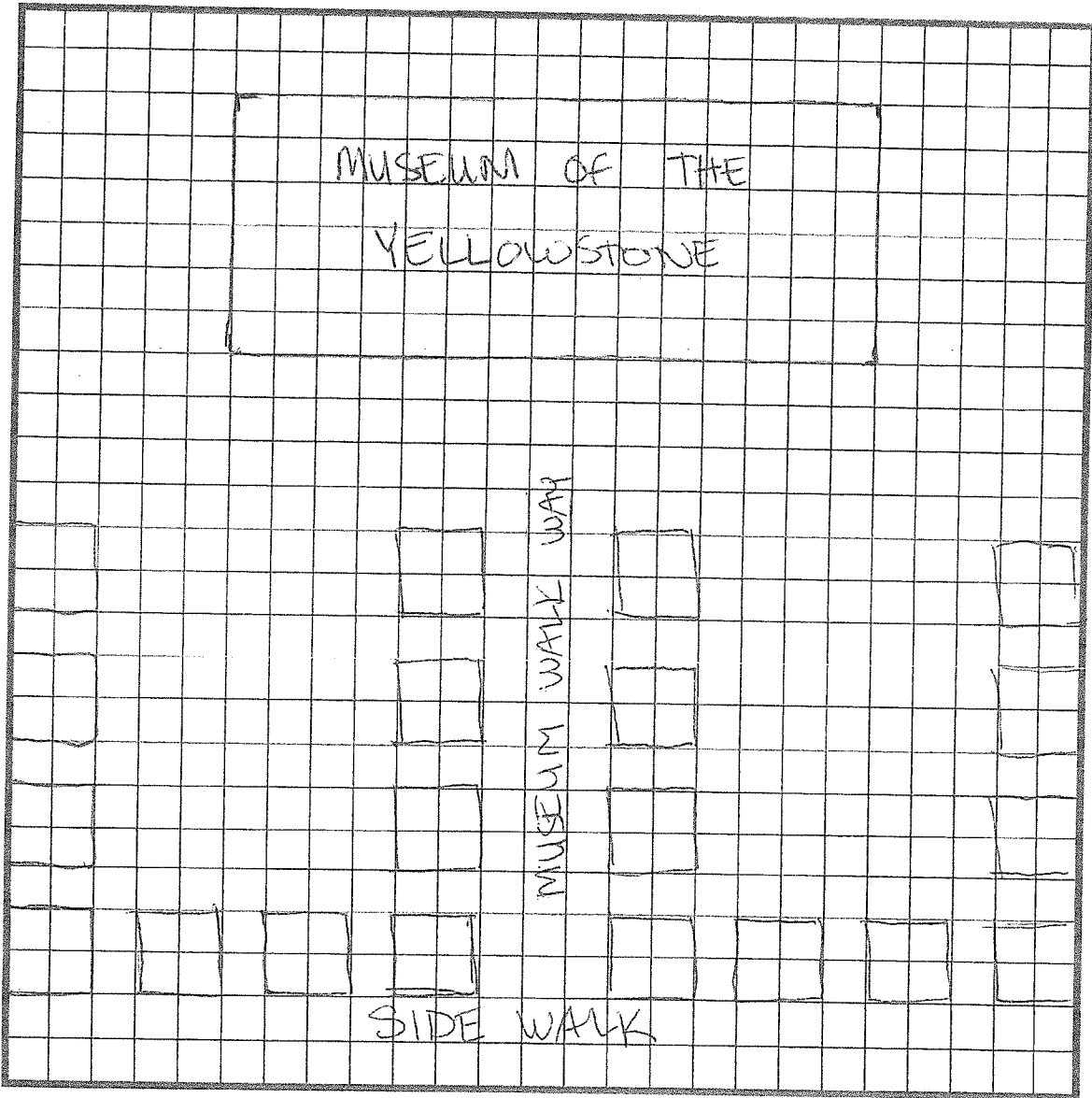
Event Detail

Please use this sheet to describe your event in detail including expected sales, type of sales, layout, show tents, canopies, fencing, cars, security, toilets, seating, stage, etc. and any special accommodations you are requesting from the Town. Please also address parking, trash collection and disposal, expected number of participants and spectators, signs, alcohol use, and amplified sound (if applicable).

THE WEST YELLOWSTONE COMMUNITY MARKET IS AN OUTDOOR MARKET FOR FARMERS, ARTIST AND CRAFTERS. THE MAIN EMPHASIS IS ON BUT NOT LIMITED TO LOCALLY MADE AND PRODUCED ITEMS. VENDORS ARE RESPONSIBLE FOR THEIR OWN TENTS, SET-UP AND BREAK-DOWN. PUBLIC RESTROOMS FOR VENDORS AND CUSTOMERS ARE LOCATED ACROSS THE STREET AT THE VISITOR'S CENTER. PARKING FOR ALL IS LOCATED ON THE STREET, MUSEUM PARKING LOT AND AT THE VISITOR'S CENTER. THE NUMBER OF PARTICIPANTS VARY EACH YEAR WITH THE HOPE OF ADDITIONAL GROWTH EACH YEAR. THE PROCESS OF DESIGNING SIGNS FOR THE MARKET IS CONTINUALLY EVOLVING BUT ADDITIONAL INQUIRES ON THE RULES AND LOCATIONS ALLOWED IS NEEDED. THERE WILL BE NO USE OF ALCOHOL OR ANY AMPLIFIED SOUND AT THE MARKET. THE WEST YELLOWSTONE MARKET WILL START THE FIRST THURSDAY IN JUNE AND WILL CONTINUE THROUGH THE LAST THURSDAY IN SEPTEMBER. THE MARKET RUNS ONLY ON THURSDAY FROM 5-8 PM WITH SET-UP BETWEEN 3-5 PM AND BREAK-DOWN FROM 8-9 PM. JULY 4th IS AN ADDITIONAL MARKET DAY WITH EXTENDED HOURS. BREAKDOWN WILL BE PRIOR TO THE FIREWORKS.

SITE PLAN

Event: WEST YELLOWSTONE COMMUNITY MARKET



Please indicate direction

VENDOR SPACE IS 10' X 10'
KIDS BOOTH SPACE 5' X 5'

VENDING AND SALES

Complete this section if the event includes sales of any kind.

Event: WEST YELLOWSTONE COMMUNITY MARKET Date(s) JUNE - SEPTEMBER
THURSDAYS ONLY
PLUS JULY 4TH

Attach additional sheets as necessary.

Primary Sponsor: PK THREADS
Contact Person: PANVLA MITIC
Address: PO BOX 2242
W. YELLOWSTONE, MT 59758
Phone: 727-744-5629
Type of sales: HAND SEWN ITEMS.
Resort Tax applicable: YES NO

Vendor Name: NINA STEPHENS
Contact Person: _____
Address: _____
Phone: 970-366-0936
Type of sales: PRODUCE
Resort Tax applicable: YES NO

Vendor Name: A PLUS RINGS
Contact Person: ABBEY ANDERSON
Address: _____
Phone: _____
Type of sales: _____
Resort Tax applicable: YES NO

Vendor Name: _____
Contact Person: _____
Address: _____
Phone: _____
Type of sales: _____
Resort Tax applicable: YES NO

Vendor Name: SWEETPEA'S JEWELRY
Contact Person: EMILY KROPP
Address: PO BOX 435
WEST YELLOWSTONE, MT 59758
Phone: 406-539-6596
Type of sales: PAPARAZZI ACCESSORIES
Resort Tax applicable: YES NO

Vendor Name: _____
Contact Person: _____
Address: _____
Phone: _____
Type of sales: _____
Resort Tax applicable: YES NO

Vendor Name: _____
Contact Person: _____

Vendor Name: _____
Contact Person: _____

MORE TO COME!

FOR OFFICE USE ONLY

Department	Initials	Date	Comments
Pub Services			
H20/Sewer			
Fire	Sb	4/26	
Police	MS	5/5/23	
Finance			
Administration			

Notes/Conditions: _____

Approved

Denied

Town Clerk

Date

ATTACHMENTS

Liability Insurance	_____ Yes	_____ No	_____ Waived
Outside Amplification Permit	_____ Yes	_____ No	_____ NA
Encroachment Application	_____ Yes	_____ No	_____ NA
Open Container Resolution	_____ Yes	_____ No	_____ NA
Resort Tax Bond	_____ Paid	_____ Surety	_____ NA



Outside Amplification Permit Application Town of West Yellowstone

Event: Yellowstone Half Marathon & 5K

Contact Person: Anna Hosford

Mailing Address: 842 E. Apache Dr. Washington, UT 84780

Email Address: anna@vacationraces.com

Phone Number: 435-669-8845

Signature of Property Owner of Record: *Anna Hosford*

Date(s) of Event: June 9-10, 2023

Location: Old Airport, West Yellowstone, MT

Amplification between the hours of: 5:00am and 7:30pm

Description of Event: The Yellowstone Half Marathon event will take place June 9-10. The expo and 5K will be on Friday, June 9th with the expo running from 11am-5pm. The 5K race will follow, starting at 6:00pm to approximately 7:30pm. On Saturday, June 10th the half marathon race will start at 6:30am, with an estimated amplification starting at 5:00am. The expo location, start line and finish line will all be staged at the Old Airport area west of Iris St. in West Yellowstone, MT

Anna Hosford
Signature of Applicant

4/14/23

Date

FOR OFFICE USE ONLY

Decision by Town Council:

Approved

Disapproved

Conditions: _____

Signature of Mayor/Town Manager: _____

Date

EXPOSITION LICENSE & SPECIAL EVENT PERMIT APPLICATION

Town of West Yellowstone, Montana



Event: Yellowstone Half Marathon & 5K
 Sponsor Organization: Vacation Races
 Sponsor Address: 842 E. Apache Dr. Washington, UT 84780
 Contact Person: Anna Hosford
 Contact Phone: 435-669-8845 Fax: _____
 E-mail Address: anna@vacationraces.com
 Date(s) of Event: June 9-10, 2023
 Location of Event: West Yellowstone, MT (Old Airport and Custer Gallatin National Forest)

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

Event Fee:	\$ <u>25.00</u>
Resort Tax Bond:	\$ <u>1500.00</u>
Vendor(s) Fee:	\$ <u>175.00</u>
Total Due:	\$ <u>1700.00</u>

Anna Hosford
 Signature of Applicant
 4/14/23
 Date

Date Received by the Town: 4-18-23 GR

Event Detail

Please use this sheet to describe your event in detail including expected sales, type of sales, layout, show tents, canopies, fencing, cars, security, toilets, seating, stage, etc. and any special accommodations you are requesting from the Town. Please also address parking, trash collection and disposal, expected number of participants and spectators, signs, alcohol use, and amplified sound (if applicable).

The annual Vacation Races, Yellowstone Half Marathon & 5K is set for the weekend of June 9-11, 2023. This event takes place in West Yellowstone, WY just west of the town at "The Old Airport". An outdoor race expo will take place on Friday, the 9th with a 5K race to follow that evening. The half marathon race will take place on Saturday morning. Please reference the attached operations plan for more event details, logistics, and maps. As noted in the operations plan, there is a chance that the course will be altered due to heavy snowfall this season. If that ends up being the case, an alternative course route will be supplied.

Complete this section if the event includes sales of any kind.

Event: Yellowstone Half Marathon & 5K

Date(s) June 9-10, 2023

Attach additional sheets as necessary.

Primary Sponsor: Vacation Races
Contact Person: Anna Hosford
Address: 842 E. Apache Dr.
Washington, UT 84780
Phone: 435-669-8845
Type of sales: Merchandise
Resort Tax applicable: YES NO

Vendor Name: Glisten Jewelry
Contact Person: Monnica Skinner
Address: _____
Phone: 385-208-7506
Type of sales: Jewelry
Resort Tax applicable: YES NO

Vendor Name: Wander Project
Contact Person: Amy Ben-Horin
Address: 970-445-0644
Phone: _____
Type of sales: N/A
Resort Tax applicable: YES NO

Vendor Name: Hoplark
Contact Person: Ryan Bogart
Address: _____
Phone: ryan.bogart@hoplark.com
Type of sales: N/A
Resort Tax applicable: YES NO

Vendor Name: Good Trip Adventures
Contact Person: Megan Kennedy
Address: _____
Phone: megan@goodtripadventures.com
Type of sales: Tours
Resort Tax applicable: YES NO

Vendor Name: US Air Force
Contact Person: Mark Bunkley
Address: _____
Phone: mark.bunkley@us.af.mil
Type of sales: N/A
Resort Tax applicable: YES NO

Vendor Name: Janji
Contact Person: Cameret Bannister
Address: _____
Phone: cam@janji.com
Type of sales: Running Gear
Resort Tax applicable: YES NO

Vendor Name: _____
Contact Person: _____
Address: _____
Phone: _____
Type of sales: _____
Resort Tax applicable: YES NO

FOR OFFICE USE ONLY

Department	Initials	Date	Comments
Pub Services	JS	4-26-23	
H20/Sewer	JS	4-26-23	
Fire	SB	4-26/23	
Police	MH	5-5-23	
Finance	LT	4-24-23	
Administration			

Notes/Conditions: _____

Approved

Denied

Town Clerk

Date

ATTACHMENTS

- Liability Insurance Yes ___ No ___ Waived
- Outside Amplification Permit Yes ___ No ___ NA
- Encroachment Application ___ Yes ___ No NA
- Open Container Resolution ___ Yes ___ No NA
- Resort Tax Bond Paid ___ Surety ___ NA



2023 YELLOWSTONE HALF MARATHON & 5K

OPERATION PLAN

EVENT PROPOSAL AND SUGGESTED OPERATING PLAN

Event Overview

The 8th Annual Yellowstone Half Marathon is being planned for June 9-10, 2023. This is one of the twelve races in the National Park Half Marathon Series, including Zion, Grand Teton, Rocky Mountain, Saguaro, Mt. Rainier, Great Smoky Mountains, Cedar Breaks, Yosemite, Glacier, Lake Powell, and Joshua Tree. The series is designed to cater to runners that enjoy "vacation races" where the event is part of a longer vacation stay at the event location.

This race is a 13.1 mile course run through the Custer Gallatin National Forest outside the Town of West Yellowstone.

The event has two main components:

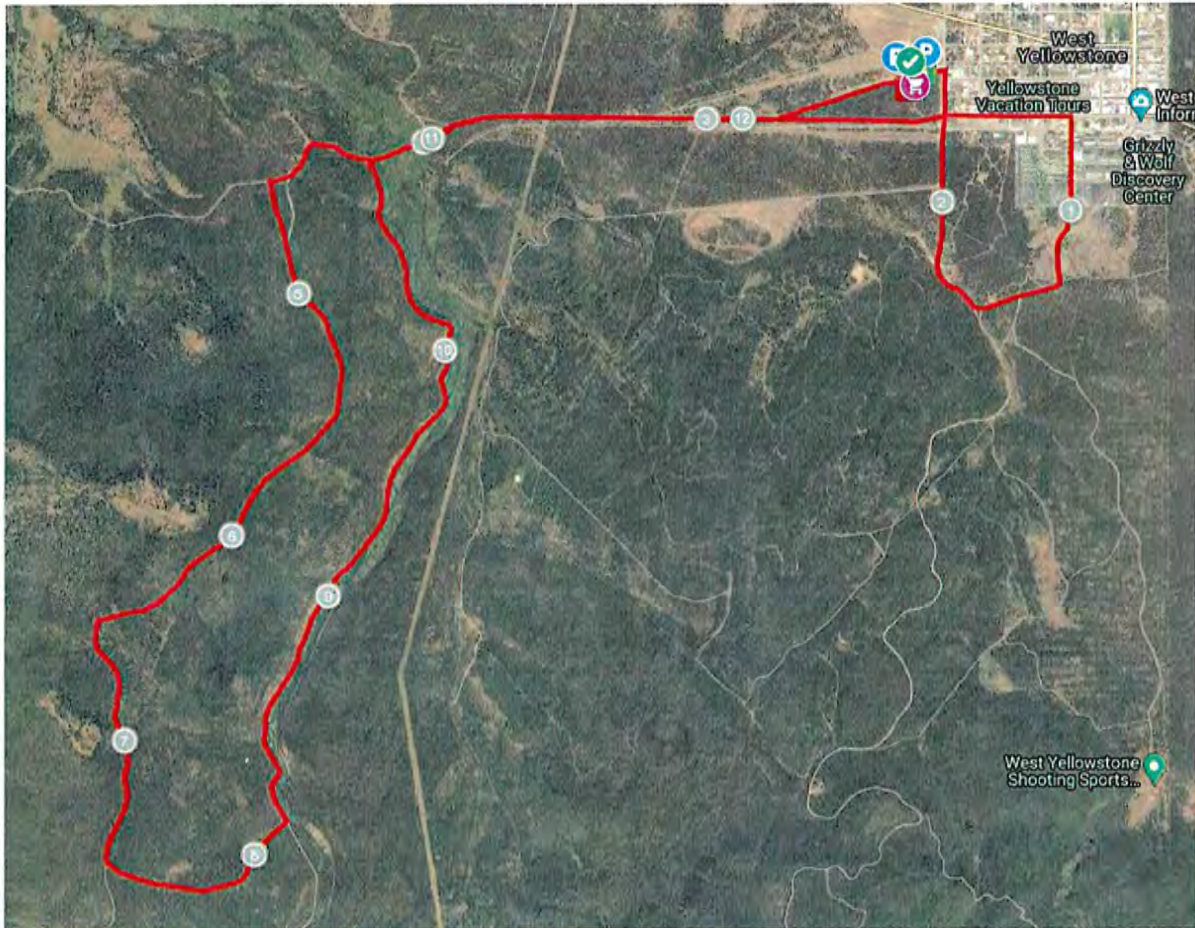
1. **Expo & 5K** - Runners pick up their bibs along with other vendor booths. A 5K is held the same evening as the expo.
2. **Half Marathon Race** - The main event, the race will be held on Saturday starting at 6:00am.

EXPO & 5K - The race will host a runner expo on Friday, June 9, Located at the Old Airport on the west edge of West Yellowstone, runners will pick up their race bibs, and we will bring in a number of running and tourism related vendors to attend. The expo will run from 11:00am until 5:00pm. A 5K will also be Friday evening from 6:00pm - 7:30pm. This course is almost the same as the first 3 miles of the half marathon. The 5K course will start and finish at the Old Airport.

HALF MARATHON - The race will start at 6:00am on Saturday morning and will run for approximately 4 hours. The race will start at the Old Airport and run through a portion of the Town of West Yellowstone, before heading into Gallatin National Forest land. The course is somewhat of a loop and will finish back at the Old Airport. While the race will serve as the centerpiece event, we normally see the community offer the runners reasons to stay longer with other activities that will cater to the runner's entire family or group of friends. Normally, runners will arrive a few days early and others will stay a few days after the race.

***Course Overview**

HALF MARATHON COURSE: The race will start and end at the Old Airport on the west edge of West Yellowstone. The first mile runs through town but the majority of the race takes place on dirt roads and trails in Gallatin National Forest immediately southwest of West Yellowstone, MT. There will be 6 aid stations on course. This course and event is operated under a permit from the Forest Service.



[An interactive version of the event map can be seen here](#)

AID STATIONS: There will be aid stations near mile 3, 5, 7, 9, 11, and 12. Each aid station will be equipped with water, electrolyte drink, energy gels, trash cans, and toilets. Each aid station will be manned by volunteers provided by the race.

COMMUNICATION: Aid stations and race crew will be able to communicate via cell phone and/or radios.

EMERGENCY AND MEDICAL: Vacation Races will contract to have medical professionals at the finish line of the race. We will also have an EMT stationed at mile 7. We will work with the Town of West Yellowstone for on-site emergency services.

*Due to increased snowfall during this past winter, Vacation Races might not be able to route the course as shown above. We have been working with the Forest Service to come up with a plan B and Plan C option in case there is not sufficient snowmelt by race weekend. The event director will submit updated course maps, aid station locations, etc. in the case that an alternative course does in fact need to be implemented.

Parking

We will have plenty of parking to accommodate all of our runners. Both runners and spectators may park in the designated parking area of the Old Airport just west of Iris St.

Spectators

Spectators and runners are welcome around the finish line to cheer on runners. They can park in the designated event parking area, and walk over to the finish line.

Expo and Start Line Staging

EXPO: Bib pickup, vendors, etc. on Friday, June 9. The expo consists of several 10x10 tents which will be set up to distribute runner gear. We will also have a number of vendors on site selling merchandise, etc. There will be no food vendors on site.

Parking: Participants will park in the designated event parking space for the expo. This will also serve as the main parking area on race day.

Toilets: We will contract to have port-a-potties delivered to the Old Airport.

Trash: We pack out all of our own trash. Waste receptacles for trash, recycling, and compost will be set up. All trash will be sorted and packed out after the event.

START LINE: There will be a bib pickup tent, hot chocolate, coffee, toilets, waste receptacles, gear check truck and a PA system. The start line will be on Old Airport Rd.



Finish Line Staging

The finish line will be located on Old Airport Rd. A recovery area will separate the start and finish line. The 5K the night before will follow a similar pattern. The finish line area will include a runner recovery zone, trash receptacles, toilets, a row of tents for handing out award and finisher medals, and a merchandise tent. Spectators and members of West Yellowstone are welcome to cheer on runners at the finish line.

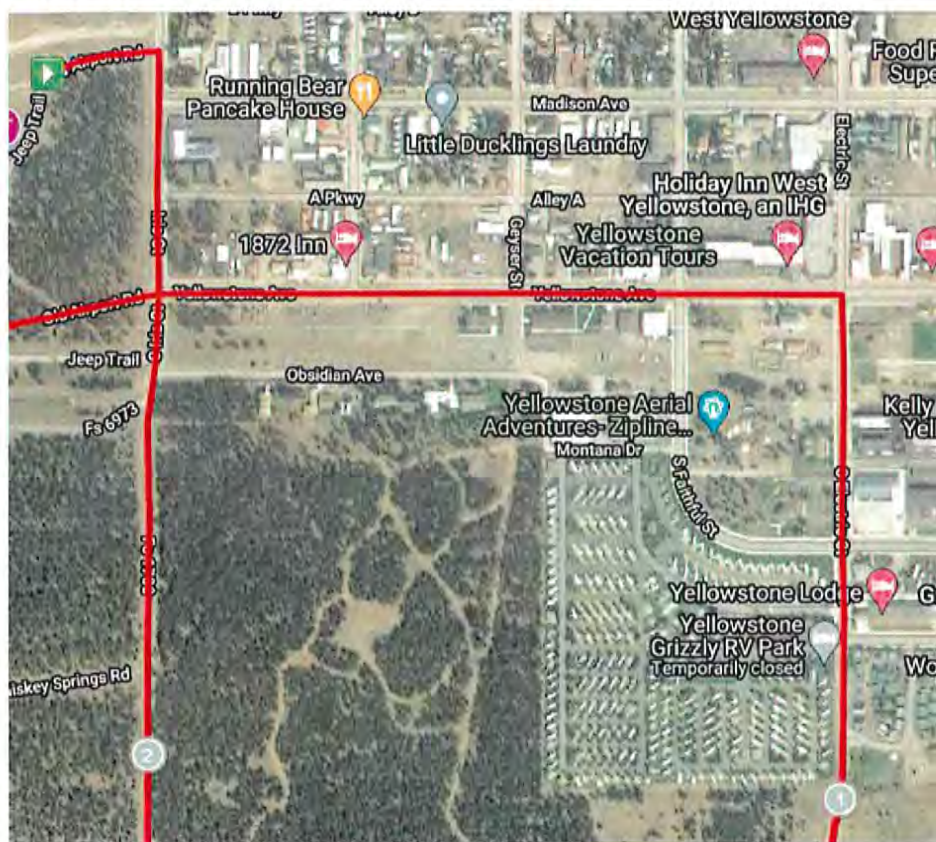
Trash and Toilets

We are a “zero waste” event, meaning we set up trash receptacles at our start line, finish line, expo, and all aid stations where trash is sorted into recyclables, compostables, and trash. All trash is hauled off site by us and taken to the different treatment facilities. Toilets will be at our start line, finish line, expo, and each aid station as well.

**see [course map](#) for start line, finish line, and aid station locations.

Police and Traffic Control

There will be some traffic control in the south west edge of West Yellowstone. The first mile of both the half marathon course and the 5K course run through the Town of West Yellowstone, so there will be some traffic control needs. From Airport Rd, runners will head south on Iris St, east onto Yellowstone Ave, and south onto Electric St before heading through a gate and onto trails/dirt roads. There will be significant runner foot traffic for the first 30 minutes of both the 5K and half marathon race as they head out on course. We will utilize the West Yellowstone Police Department to aid in temporary road restrictions to provide runner safety as they pass through the previously mentioned streets of West Yellowstone.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/17/2023

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

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

PRODUCER Main Street Insurance 780 N 2860 E STE 101 St George UT 84790	CONTACT NAME: Kaleb DeMille PHONE (A/C, No, Ext): (435) 674-2221 E-MAIL ADDRESS: kaleb@msiagency.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Vacation Races, Inc 842 E APACHE DR Washington UT 84780	INSURER A : MESA UNDERWRITERS SPECIALTY INS CO INSURER B : WCF Mutual Insurance Company INSURER C : PRINCETON EXCESS & SURPLUS LINES INS INSURER D : INSURER E : INSURER F :	NAIC # 36838 10033

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Event Liability			MP0005003006805	01/01/2023	01/01/2024	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100,000	
			MED EXP (Any one person)				\$ 5,000	
			PERSONAL & ADV INJURY				\$ 1,000,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			See Dondai Rentals			COMBINED SINGLE LIMIT (Ea accident)	\$
C	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			82A3FF000383000	1/10/2023	1/1/2024	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		AGGREGATE				\$ 5,000,000	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	4002710	10/10/2022	10/10/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
			E.L. EACH ACCIDENT				\$ 1,000,000	
			E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000	
				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Town of West Yellowstone 440 Yellowstone Ave West Yellowstone, MT 59758	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Received 4/17/23
ER



APPLICATION FOR BOARDS AND COMMITTEES

Name Jennifer Jordan Date 04/17/2023

Address 455 Chokecherry Lane/PO Box 1577

City West Yellowstone State MT Zip 59758

Phone (Home): 303.908.4196 (Work): 406.646.7068 (Cell/Other): _____

E-Mail Address: parksdept@outlook.com

Are you a resident of West Yellowstone? Yes Length of residency in West Yellowstone: 10.5 years

Board or Committee you are applying for: Parks and Recreation

Occupation: Physical Therapy

Employer: Self - Parkside Physical Therapy

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

If so, which board, and for how long? Parks and Recreation x 8+years, Health Services x 8 years, M

Past Memberships and Associations: _____

Current Memberships and Associations: WYSEF - 6 years, last 3 years as treasurer, APTA

List any relevant qualifications and/or related experience? Attach any additional information or a resumé, if you prefer: Current member of Parks and Recreation Advisory Board

What are your primary objectives for serving on this board? Continue to work with board and town on the Short Line trail and Frontier Trail. Making sure that we have activities/recreation opportunities no residents as well.

References (Individual or Organization):
Lindsey Charlton Phone: 931.551.1520
Jerry Johnson Phone: 406.640.7000
Liz Watt Phone: 406.640.0395

Signature: Jennifer Jordan Date: 4/17/23

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.

Lindsey Charlton
Po box 1607
West Yellowstone, MT 59758

March 21, 2023

Jennifer Jordan
Chair, Park and Rec Advisory Board

Dear Jennifer Jordan,

Please let this letter serve as my official resignation from the Park and Rec Advisory Board effective immediately. I would like the opportunity to see the Tennis Court resurfacing project through to its completion. I am also actively working on writing grants to fund the Pickleball Court project that was approved by the board at the 11/30/2022 meeting and will continue to chase funding until we have reached our goal of \$168,000.00. If the Board wishes to assign someone else to lead these projects please let me know so I can pass on all the information to the chosen person.

Thank you for the opportunity to serve on the Park and Rec Board and I look forward to working with the group on future projects.

Sincerely,



Lindsey Charlton
931-551-1520
Charlton5126@gmail.com



APPLICATION FOR BOARDS AND COMMITTEES

Name Jeremy Roberson Date 4/25/23

Address PO Box 1813 / 343 Washburn Circle

City West Yellowstone State MT Zip 59758

Phone (Home): _____ (Work): _____ (Cell/Other): 801-414-5058

E-Mail Address: jroberson@brandiniron.com

Are you a resident of West Yellowstone? Yes Length of residency in West Yellowstone: 15+ yrs

Board or Committee you are applying for: TBID

Occupation: Hotel Owner / GM

Employer: Many Teepees DBA Brandin' Iron Inn

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

If so, which board, and for how long? TBID - 8 yrs

Past Memberships and Associations: _____

Current Memberships and Associations: TBID

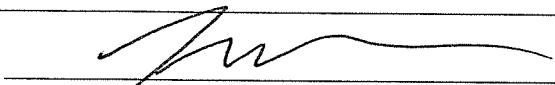
List any relevant qualifications and/or related experience? Attach any additional information or a resumé, if you prefer: _____

30+ Years in the hotel business

What are your primary objectives for serving on this board? Help the town grow and provide service to community members

References (Individual or Organization):

_____ Phone: _____
_____ Phone: _____
_____ Phone: _____

Signature:  Date: 4/25/23

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.