

Town of West Yellowstone

Tuesday, February 18, 2014

West Yellowstone Town Hall, 440 Yellowstone Avenue

Town Council Meeting

7:00 PM

TOWN COUNCIL MEETING AGENDA

Pledge of Allegiance

Purchase Orders

Treasurer's Report

Claims ∞

Consent Agenda: **February 18, 2014 Town Council Meeting** ∞

Securities/Cash Report ∞

Business License Applications

Advisory Board Report(s)

Operations Manager & Department Head Reports

Assignments Report

Council Comments

Public Comment Period

Presentation: US Forest Service, Acquisition of Forest Service Lands ∞

NEW BUSINESS

Management of Union Pacific Dining Lodge by Yellowstone Historic Center ∞ Discussion/Action

Police Commission Applicant Evaluation Process ∞ Discussion/Action

Letter of Support, Lift Deed Restrictions at Yellowstone Airport ∞ Discussion/Action

WY Chamber of Commerce Lease Renewals Discussion/Action

- Groomer Shed Lease ∞

- Trailhead Building Lease ∞

WY Chamber of Commerce Request to be Exempted from Resort Tax Collections ∞ Discussion/Action

Correspondence/FYI

- Boards & Committee Appointments Summary ∞

- 911 Advisory Board Announcement & Invitation Letter ∞

- WYSEF Letter of Support ∞

- National Smokejumper Center Letter of Support ∞

Meeting Reminders

Adjournment



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

Public Hearing/Public Meeting

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

Oral Communication

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

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

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

General Town Council Meeting Information

- Regular Town Council meetings are held at 7:00 PM on the first and third Tuesdays of each month at the Povah Community Center located at 10 S. Geyser Street.
- Presently, informal Town Council work sessions are held at 7:30 AM on the first and third Tuesdays of each month and occasionally on other mornings and evenings. Work sessions also take place at the Povah Community Center located at 10 S. Geyser Street
- 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 always 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 are available online at the Town's website: www.townofwestyellowstone.com. Questions about the agenda may be directed to the Town Clerk at 646-7795.
- Official minutes of Town Council meetings are prepared and kept by the Town Clerk and are reviewed and approved by the Town Council. Copies of approved minutes are available at the Town Clerk's office or on the Town's website: www.townofwestyellowstone.com.

Adopted November 3, 2010, a complete copy of this policy is available at the Town Offices.

* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
39624	2204 Republic Services	483.39							
	01/28/14 dumpster lease police	240.73		POLICE	1000 411258	534		101000	
	02/28/14 Chamber dumpster	0.00		CHAMB	1000 411257	534		101000	
	01/28/14 dumpster lease/shop	242.66*		PARK	1000 460430	534		101000	
39625	146 Morrison-Maierle, Inc	130.00							
	17640 02/08/14 PD online backup	70.00		DISPAT	1000 420160	355		101000	
	17641 02/08/14 Town Offices online backup	60.00		FINADM	1000 410510	356		101000	
39626	266 Utilities Underground Location	3.64							
	4015286 01/31/14 excavation notifications	1.82		WATER	5210 430500	357		101000	
	4015286 01/31/14 excavation notifications	1.82		SEWER	5310 430600	357		101000	
39627	2789 WEX Bank	7,793.32							
	32207793 02/01/14 07 Ford Expedition	191.45		SS	1000 450135	231		101000	
	32207793 02/01/14 14 Ford Interceptor	0.00		POLICE	1000 420100	231		101000	
	32207793 02/01/14 10 Ford Crown Vic 6-34157A	153.90		POLICE	1000 420100	231		101000	
	32207793 02/01/14 08 Ford Crown Vic 6-1437	300.17		POLICE	1000 420100	231		101000	
	32207793 02/01/14 10 Ford Expedition	522.41		POLICE	1000 420100	231		101000	
	32207793 02/01/14 11 Ford Expedition 6-21425A	518.83		POLICE	1000 420100	231		101000	
	32207793 02/01/14 77 Intl Dumptruck	0.00		STREET	1000 430200	231		101000	
	32207793 02/01/14 78 Chevy Dumptruck	0.00		STREET	1000 430200	231		101000	
	32207793 02/01/14 78 Autocar Dumptruck	0.00		STREET	1000 430200	231		101000	
	32207793 02/01/14 85 Ford Dumptruck	0.00		STREET	1000 430200	231		101000	
	32207793 02/01/14 140 G Grader	1,284.51		STREET	1000 430200	231		101000	
	32207793 02/01/14 CAT 936 Loader	1,082.97		STREET	1000 430200	231		101000	
	32207793 02/01/14 91 Ford Pickup	0.00		STREET	1000 430200	231		101000	
	32207793 02/01/14 95 Mobile Sweeper	0.00		STREET	1000 430200	231		101000	
	32207793 02/01/14 97 Athey Sweeper	0.00		STREET	1000 430200	231		101000	
	32207793 02/01/14 99 SS Snowblower	991.40		STREET	1000 430200	231		101000	
	32207793 02/01/14 00 Freightliner Dump 6-6070	992.95		STREET	1000 430200	231		101000	
	32207793 02/01/14 Snowmobile	0.00		STREET	1000 420100	231		101000	
	32207793 02/01/14 02 Freightliner Dump 6-54564	642.30		STREET	1000 430200	231		101000	
	32207793 02/01/14 08 Ford Pickup 6-1450	444.26		STREET	1000 430200	231		101000	
	32207793 02/01/14 08 GMC Pickup 6-1484	89.52		STREET	1000 430200	231		101000	
	32207793 02/01/14 08 CAT 938H Loader	144.46		STREET	1000 430200	231		101000	
	32207793 02/01/14 08 904B MiniLoader	375.75		STREET	1000 430200	231		101000	
	32207793 02/01/14 YNP Truck #1	0.00		STREET	1000 430200	231		101000	
	32207793 02/01/14 YNP Truck #2	0.00		STREET	1000 430200	231		101000	
	32207793 02/01/14 08 Ford Escape (multi-use)	58.44		DISPAT	1000 420100	231		101000	
	32207793 02/01/14 93 Dodge Pickup 6-2010	0.00		STREET	1000 460430	231		101000	
	32207793 02/01/14 Kubota Tractor	0.00		PARKS	1000 460430	231		101000	

* ... Over spent expenditure

Claim	Vendor #/Name/ Check Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
39628	2558 Hebgen Basin Fire District 02/15/14 February 2014	43,143.00 43,143.00		FIRE	1000 420400	357	101000
39629	2088 Town West Yellowstone	433.61					
	02/01/14 utility chrgs, Chamber, 895	31.22		BLDGS	1000 411257	340	101000
	02/01/14 utility chrgs, UPDL, 892	51.36		BLDGS	1000 411252	340	101000
	02/01/14 utility chrgs, PS Shops, 884	23.70		BLDGS	1000 411253	340	101000
	02/01/14 utility chrgs. Povah Ctr, 887	48.18		BLDGS	1000 411255	340	101000
	02/01/14 utility chrgs, Police Dept, 886	30.42*		BLDGS	1000 411258	340	101000
	02/01/14 utility chrgs, City Park, 885	125.99		BLDGS	1000 411253	340	101000
	02/01/14 utility chrgs, Library, 891	23.93		LIBRAR	2220 460120	340	101000
	02/01/14 utility chrgs, Lift #1, 903	10.16		SEWER	5310 430600	340	101000
	02/01/14 utility chrgs, Twn Hall, 921	88.65		TWNHAL	1000 411250	340	101000
39630	2716 CenturyLink	2,845.76					
	12/19/13 DSL Povah, 646-7982	56.25		POVAH	1000 411255	345	101000
	12/19/13 DSL Fire/Town Hall 646-7962	-59.73*		STREET	1000 411254	345	101000
	12/19/13 DSL Library, 646-7953	77.20		LIBRAR	2220 460100	345	101000
	12/19/13 DLS Police 646-0231	71.25		POLICE	1000 420110	345	101000
	12/19/13 DSL Sod Serv 646-7951	-24.75		SOCSEK	1000 450135	345	101000
	12/19/13 DSL Pub Serv Office 646-7949	76.27		BLDINS	1000 430200	345	101000
	12/19/13 Sewer Treat 646-9027	38.25		STREET	5310 430600	345	101000
	12/19/13 Sewer lift 646-5141	37.64		SEWER	5310 430600	345	101000
	12/19/13 Fire Call Box 646-7273	37.64*		FIRE	1000 411254	345	101000
	12/19/13 PCC Elevator 646-7481	41.62		POVAH	1000 411255	345	101000
	12/19/13 Centrex Finance - 20%	273.58		FINADM	1000 410510	345	101000
	12/19/13 Centrex, Police-20%	273.58		POLICE	1000 420110	345	101000
	12/19/13 Centrex, Soc Ser -10%	136.79		SOCSEK	1000 450135	345	101000
	12/19/13 Centrex, Court - 10%	136.79		COURT	1000 410360	345	101000
	12/19/13 Centrex, Bld Ins - 10%	136.79		BLDINS	1000 430200	345	101000
	12/19/13 Centrex, Street - 10%	136.79		STREET	1000 430200	345	101000
	12/19/13 Centrex, PCC - 10%	136.79		POVAH	1000 411255	345	101000
	12/19/13 Centrex, Lib	136.80		COURT	2220 460100	345	101000
	12/19/13 E911 Viper 646-5170	98.49		E911	2850 420750	345	101000
	12/19/13 E911 255-9710	995.96		E911	2850 420750	345	101000
	12/19/13 E911 255-9712	31.76		E911	2850 420750	345	101000
39633	95 Energy West-Montana	2,997.85					
	01/30/14 nat gas - 62211 - updh	206.19		UPDH	1000 411252	344	101000
	01/30/14 nat gas - 62017 - police sta.	20.77		POLICE	1000 411258	344	101000
	01/30/14 nat gas - 12204-pub.svcs	27.64		STREET	1000 430200	344	101000
	01/30/14 nat gas - 62214- old firehall	18.00		PARK	1000 460430	344	101000
	01/30/14 nat gas - 01603 - Bldg. Dept.	143.45		INSPET	1000 420531	344	101000
	01/30/14 nat gas - 61962 - library	344.72		LIBRAR	2220 460120	344	101000
	01/30/14 nat gas - 07154 - Povah Ctr.	634.66		POVAH	1000 411255	344	101000
	01/30/14 nat gas - 62207 - pub svcs	694.98		PUBSVC	1000 430200	344	101000

* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	01/30/14	nat gas -17279	-Town Hall	875.62		TWNHAL	1000 411250	344	101000
	01/30/14	nat gas -17569	Sewer Lift	31.82		SEWER	5310 430600	344	101000
39672		2673	First Bankcard	2,540.91					
	01/02/14	BATTERIES.ASAP.COM		24.95		UPDL	1000 411252	366	101000
	01/21/14	BLIND GUY		2,450.00*		TWNHAL	1000 411250	364	101000
	01/16/14	HOME DEPOT		65.96		PARKS	1000 460430	220	101000
39673		2291	American Express	298.96					
	01/22/14	USPS	water samples	33.05*		WATER	5210 430500	311	101000
	01/28/14	Costco,	pictures	16.00*		TWNHAL	1000 411250	364	101000
	01/30/14	B & N ,	e-book	0.94		LIB	2220 460100	215	101000
	02/04/14	BUYLIFETIME.com,	tables	374.95*		LIB	2220 460100	220	101000
	01/28/14	Costco,	refund pictures	-125.98*		TWNHAL	1000 411250	364	101000
39674		2673	First Bankcard	857.87					
	01/02/14	USPS,	water samples	22.95*		WATER	5210 430500	311	101000
	01/06/14	WicklenderZulawski,	training	450.00		POLICE	1000 420100	380	101000
	01/15/14	City Center,	BZN travel	384.92		POLICE	1000 420100	370	101000
39675		2716	CenturyLink	2,883.15					
January bill was mailed to Library and not received in office until mid-February. Centurylink bill therefore wasn't paid in January but there are two payments in February. er									
	01/19/14	DSL Povah,	646-7982	56.25		POVAH	1000 411255	345	101000
	01/19/14	DSL	646-7962	7.25*		STREET	1000 411254	345	101000
	01/19/14	DSL Library,	646-7953	77.20		LIBRAR	2220 460100	345	101000
	01/19/14	DLS Police	646-0231	71.25		POLICE	1000 420110	345	101000
	01/19/14	DSL	646-7951	7.25		SOCSE	1000 450135	345	101000
	01/19/14	DSL Pub Serv Office	646-7949	71.25		BLDINS	1000 430200	345	101000
	01/19/14	Sewer Treat	646-9027	38.34		STREET	5310 430600	345	101000
	01/19/14	Sewer lift	646-5141	37.70		SEWER	5310 430600	345	101000
	01/19/14	Fire Call Box	646-7273	37.70*		FIRE	1000 411254	345	101000
	01/19/14	PCC Elevator	646-7481	41.81		POVAH	1000 411255	345	101000
	01/19/14	Centrex Finance -	20%	262.12		FINADM	1000 410510	345	101000
	01/19/14	Centrex,	Police-20%	262.12		POLICE	1000 420110	345	101000
	01/19/14	Centrex,	Soc Ser -10%	131.04		SOCSE	1000 450135	345	101000
	01/19/14	Centrex,	Court - 10%	131.06		COURT	1000 410360	345	101000
	01/19/14	Centrex,	Bld Ins - 10%	131.06		BLDINS	1000 430200	345	101000
	01/19/14	Centrex,	Street - 10%	131.06		STREET	1000 430200	345	101000
	01/19/14	Centrex,	PCC - 10%	131.06		POVAH	1000 411255	345	101000
	01/19/14	Centrex,	Lib	131.06		COURT	2220 460100	345	101000
	01/19/14	E911 Viper	646-5170	98.67		E911	2850 420750	345	101000
	01/19/14	E911	255-9710	996.14		E911	2850 420750	345	101000
	01/19/14	E911	255-9712	31.76		E911	2850 420750	345	101000

02/14/14
15:44:48

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 2/14

Page: 4 of 7
Report ID: AP100

* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
39676		29 Terrell's Office Machines Inc		145.00					
	277505	02/10/14 restore scanning function		145.00		FINADM	1000 410510	356	101000
39677		130 Great Northern Hotel		190.32					
	02/10/14	motel room, Helena-Hanna		190.32		COURT	1000 410360	370	101000
39678		324 Joyce Berger		200.50					
	02/10/14	travel, training Helena		200.50		COURT	1000 410360	370	101000
39679		191 Demco		489.19					
	5199199	01/31/14 supplies		489.19*		LIB	2220 460100	220	101000
39680		2850 Columbia Falls City Court		25.00					
	02/10/14	clerk school regis, spring 14		25.00		COURT	1000 410360	335	101000
39681		2162 Holiday Inn		90.75					
	10000769	02/06/14 refreshments, law training		90.75		POLICE	1000 420100	361	101000
39682		135 Food Roundup		37.40					
	02/01/14	supplies		37.40		SOCSE	1000 450135	220	101000
39683		2473 Pioneer Human Services		49.16					
	32907	01/30/14 commodities		49.16		HELP	7010 450135	220	101000
39684		725 Swan Cleaners		75.00					
	1152	02/05/14 jail laundry		75.00		JAIL	1000 420230	390	101000
39685		2200 Kevin Conlon		138.00					
	02/10/14	travel, training in Boise		138.00		POLICE	1000 420100	370	101000
39686		999999 MICHELLE SANTIAGO, USDA NFC		51.36					
	02/10/14	refund overpmt		25.68*		WATER	5210 430570	359	101000
	02/14/10	refund overpmt		25.68		SEWER	5310 430670	355	101000
39687		1140 Sagebrush Floral		21.50					
	332884	01/01/14 greens barre;		21.50*		LIB	2220 460100	220	101000
39688		489 MSE ANALYTICAL LABORATORY		405.00					
	1401087	01/31/14 h20 Samples		207.00		WATER	5210 430500	357	101000
	1308089	08/29/13 h20 Samples		198.00		WATER	5210 430500	357	101000

02/14/14
15:44:48

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 2/14

Page: 5 of 7
Report ID: AP100

* ... Over spent expenditure

Claim	Vendor #/Name/ Check Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
39689	2813 Century Link 01/28/14 fire/alarm lines Town Hall	62.18 62.18		TWNHAL	1000 411250	345	101000
39690	2421 NAPA Auto Parts 01/31/14 automotive supplied 01/31/14 automotive supplied	1,648.49 36.95 1,611.54		POLICE STREET	1000 420100 1000 430200	361 369	101000 101000
39691	151 WY Hebgen Basin Refuse District 01/31/14 transfer station charges	51.65 51.65*		PARKS	1000 460430	534	101000
39692	65 Tractor & Equipment Co 01/29/14 repairs to 938H Loader	4,747.59 5,041.48		STREET	1000 430200	357	101000
BLW00144883	01/02/14 parts return 01/15/14 parts	-659.86 213.09		STREET STREET	1000 430200 1000 430200	369 220	101000 101000
42CS0411341	01/28/14 parts	152.88		STREET	1000 430200	369	101000
42CS0411469							
39693	764 General Distributing Co. 201716 01/31/14 compressed O2	39.37 39.37		STREET	1000 430200	220	101000
39694	254 Firehole Fill Up/Economart 01/31/14 fuel	1,351.95 1,351.95		STREET	1000 430200	231	101000
39695	1311 Teton Communications 125951 12/31/13 5 new Kenwood radios + setup	2,277.10 2,277.10		STREET	1000 430200	362	101000
39696	2764 HD Supply Waterworks, Ltd. C007410 01/31/14 water supplies B993325 01/29/14 water supplies	52.98 35.32 17.66		WATER WATER	5210 430500 5210 430500	369 369	101000 101000
39697	40 Jerry's Enterprises 01/28/14 help fund fuel	38.69 38.69		HELP	7010 450135	231	101000
39698	2654 Community Health Partners 010213/01 01/02/14 help fund visit	10.00 10.00		HELP	7010 450135	351	101000
39699	2835 Corner Cenex 122313/01 01/31/14 help fund fuel	25.00 25.00		HELP	7010 450135	231	101000

02/14/14
15:44:48

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 2/14

Page: 6 of 7
Report ID: AP100

* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
39700		135 Food Roundup 02/01/14 supplies		37.97 37.97			1000 430200	220	101000
39701		533 Market Place 01/31/14 5 Xmas gift certs		250.00 250.00		LEGIS	1000 410100	220	101000
39702		2540 Centennial Auto Repair 9526 01/31/14 08 Ford CV, turn signal		38.73 38.73		POLICE	1000 420100	361	101000
39703		2099 Quick Print of West Yellowstone 4299 10/03/13 lib printing 4653 10/21/13 lib printing 4645 01/21/14 shipping		31.80 4.45* 14.25* 13.10		LIB LIB POLICE	2220 460100 2220 460100 1000 420110	220 220 311	101000 101000 101000
39704		2586 Waxie Sanitary Supply 74417060 02/07/14 mop heads		28.20 28.20		PARKS	1000 460430	220	101000
39705		2851 Amatics CPA Group 26577 01/31/14 FY 12-13 audit work thru 1/31/		7,600.00 7,600.00		AUDIT	1000 410530	353	101000
39706		2601 Chemnet Consortium, Inc. 77804 01/28/14 annual random select fee		100.00 100.00		ADMIN	1000 410210	351	101000
		# of Claims	43	Total:	84,721.34				
					84,721.34				

02/14/14
15:44:48

TOWN OF WEST YELLOWSTONE
Fund Summary for Claims
For the Accounting Period: 2/14

Page: 7 of 7
Report ID: AP110

Fund/Account	Amount
1000 General Fund	
101000 CASH	\$79,886.63
2220 Library	
101000 CASH	\$1,696.19
2850 911 Emergency	
101000 CASH	\$2,252.78
5210 Water Operating Fund	
101000 CASH	\$541.48
5310 Sewer Operating Fund	
101000 CASH	\$221.41
7010 Social Services/Help Fund	
101000 CASH	\$122.85
Total:	\$84,721.34

WEST YELLOWSTONE TOWN COUNCIL
Town Council Meeting
February 4, 2014

COUNCIL MEMBERS PRESENT: Mayor Brad Schmier, Jerry Johnson, John Costello, Cole Parker, Greg Forsythe

OTHERS PRESENT: Operations Manager Becky Guay, Finance Director Lanie Gospodarek, Chief of Police Gordon Berger, Public Services Superintendent James Patterson, Social Services Director Jack Dittmann, Hebgen Basin Fire Chief Scott Waldron, Assistant Fire Chief Shane Grube, Montana Highway Patrolman Marcus Cook, Sheriff Deputy Matt Stubblefield, Brenda Martin, Sandi Pepler, Grace McCoy, West Yellowstone News Editor, Tom Cherhoniak, Yellowstone National Park Deputies Les Brunton and Julie Hannaford, Assistant Public Services Superintendent David Arnado, Public Services Employee Kurtis Holtzen

The meeting is called to order by Mayor Brad Schmier at 7:00 PM in the Povah Community Center

Portions of the meeting are being recorded.

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

ACTION TAKEN

- 1) Motion carried to approve the claims which total \$110,210.18. (Costello, Parker)
- 2) Motion carried to approve the Consent Agenda which includes the minutes of the January 21, 2014 Town Council Meeting. (Forsythe, Costello)
- 3) Motion carried to approve the new location for Yellowstone Bicycles made by Les McBirnie to move from his current location on Madison Avenue to 21 North Canyon Street. (Forsythe, Parker)
- 4) Motion carried to approve Resolution No. 644 as written, a resolution that establishes a 911 advisory board. (Johnson, Forsythe)
- 5) Motion carried to appoint John Costello to represent the Town Council on the 911 Advisory Board. (Johnson, Parker)

Council Comments

Parker says he attended the community benefit soup dinner for Mac Graham last night and asks Grace McCoy how it actually turned out. McCoy answers that they had approximately 350 people come out and they raised just over \$3500 for the Grahams.

Forsythe says that he asked the Finance Director to total up the final cost for the Town Hall because he had concerns that the public was being misled by the statement at a previous meeting that the building came in under budget. The Town anticipated borrowing \$1.6 million to build the building but only needed to borrow \$1.48 million. Gospodarek added in all the other costs, which included architecture and engineering services, construction manager costs, landscaping, furnishings, fees, etc. and came to a grand total of \$1,794,994.20 for a total building cost, which was \$84,390.80 less than the budgeted project cost of \$1,879,385.

Public Comment Period

No public comment is received.

DISCUSSION

- 1) Parker asks about training for Officer Courtis. Forsythe asks about the debt service payments for the 911 Dispatch Center and the first payment for the Town Hall.

- 4) Mayor Schmier reads Resolution No. 644, a resolution that establishes a 911 advisory board. The Council discusses the resolution and specifically the membership of the board and which entities should be represented. The Council questions whether it is necessary to include representatives from the trail groomers and a wrecker service. They consider including a representative from Search & Rescue. Hebgen Basin Fire District Chief Scott Waldron reports that he did forward this draft to most of the agencies that are listed. He said he also previously talked to Jason Pond on behalf of Search & Rescue and he was comfortable being represented by the Gallatin County Sheriff's Department. Hannaford of Yellowstone National Park points out that there are no dispatchers on the board and thinks that is a glaring omission. Waldron says that the dispatchers are typically the staff support for a 911 advisory board and that is who will organize the meetings. Guay agrees with Waldron. Berger says that he assumed the representative from the Police Department would be a dispatcher but they haven't actually talked about it. Costello asks if it is redundant to have the Operations Manager and a Council Member on the board. The Council considers whether it is necessary but agrees that it has been past practice to have a Council Member on most of the advisory boards. Guay points out that having a council member on the board makes communication and reporting to the council more effective. The Council considers adding a representative from the Department of Livestock and a dispatcher. They also consider not including representatives from the trail groomers and a wrecker service. Waldron says that he doesn't see any problem with including everyone and that after the first month or two, the participation will drop off and some will only attend meetings when there is something that affects them on the agenda. They ultimately agree not to make any changes and leave the resolution as written.

- 5) Costello agrees to serve on the board on behalf of the Town Council on the condition that they don't appoint him to any other boards or committee as he is "meetinged out."

- A) **Advisory Board Reports:** Johnson reports that he got a call from Debbie Alke of the Montana Aeronautics Division and she is sending a draft letter for the Airport Advisory Board and the Town Council to consider signing that asks the US Forest Service to lift the deed restrictions on the airport property. He also reports that the Clothing Bank Ad Hoc Committee has met twice and is working towards a solution for the location of the clothing bank.

- B) **Operations Manager Report:** Operations Manager Becky Guay reports on current issues: **Dance Program** – Katie Ostberg has agreed to teach clogging classes to various age groups as part of the Town's Recreation Program. Our Recreation Coordinator, Brandy Holland, and Ms. Ostberg are holding an open house this evening to gauge interest and answer questions. We will be charging \$35 for the clogging program. We are issuing refunds (on the claims list tonight) to those that have paid for the cancelled dance program. **Police Officer Hiring Process** – The Police Commission has developed a first draft of procedures that will be used to evaluate police officer candidates and have asked the Town Attorney to clarify some issues about the application of open meeting statutes to the hiring process. The Commission will meet again this week or next to complete the procedures. **Dispatch User's Group** – Resolution is on the Council agenda this evening. **Finance Department** – The audit went well last week. Lanie and I will be meeting with them shortly to review the findings. **Management of UPDL** – YHC has submitted their proposal to take over the management of the UPDL. We met with YHC yesterday to discuss the proposal and have forwarded to Councilmembers for review. This item will be placed on the February 18 Council agenda for discussion/action, unless the Council wishes to schedule a work session prior to taking action. **Meeting with**

HBFD – Town staff met with the Chief and Assistant Chief of HBFD today to discuss protective custody and transport issues, staffing, and police and emergency services. The Fire Chief and I will work cooperatively to develop and implement protocols to address transport of persons placed under protective custody and the safety of EMS responders.

Meeting to Discuss Mental Health/Protective Custody Issues – We met with representatives from the Gallatin County Sheriff’s Office, Western Montana Mental Health, Hope House and the Emergency Department at Bozeman Deaconess Hospital to discuss the challenges posed when the West Yellowstone PD transports people to either the Emergency Room or Hope House and it takes many hours to medically clear and/or obtain a mental health assessment by a Mental Health Professional. The group agreed to work together to address these issues so that Town police officers can return to West Yellowstone in a timely manner. **2014 Montana Executive Academy** – I am planning to attend this training for Montana Mayors and City Managers sponsored by MMIA and the Local Government Center in Bozeman on March 5-7. **Clothing Bank Committee** – The Committee is meeting every Tuesday to develop recommendations for the Town Council regarding the future of the clothing bank.

Forsythe questions why Guay didn’t take the Social Services Director or Police Chief or Sergeant with her to the meeting in Bozeman with Gallatin County Mental Health. Guay responds that they were all attending domestic violence training that day and she did not want to reschedule the meeting as it had been scheduled for several weeks.

The meeting is adjourned. (8:15 PM)

Mayor

ATTEST:

Town Clerk



REPURCHASE CONFIRMATION

Treasurer's Office
 Town of West Yellowstone
 P.O. Box 1570.
 West Yellowstone, MT 59758
 via Fax: 646-7511

Tax ID Number: 81-0299400

REPURCHASE CONFIRMATION

Agreement Number: 60722900
 Trade Date: 2/12/2014
 Settlement Date: 2/12/2014
 Maturity Date: 2/13/2014

Repurchase Rate: 0.096% (The average investment rate for 91-day T-Bills, adjusted weekly.)
 Current Balance: \$445,979.28
 Accrued Interest: \$7.19

SECURITIES DESCRIPTION

Security	CUSIP	Rate	Maturity	Par	Market Value
Gallatin County, MT SD # 44	36370NBL8	3.00%	6/15/2015	\$200,000	\$207,913
Lake County, MT SD #30	509405BS4	2.00%	7/1/2014	\$375,000	\$378,302
Lake County, MT SD #30	509405BT2	2.00%	7/1/2015	\$300,000	\$307,160
					\$893,375

Fractional Interest in Securities* : 50%

*Fractional Interest = [(Current Balance)/(Market Value)] %

This Repurchase Agreement is not a deposit and is not covered by FDIC deposit insurance or the FDIC Transaction Account Guaranty Program. In the event of a bank failure, the Town of West Yellowstone will become the owner of the Securities, or obtains a perfected security interest in these Securities.

Operating Account Information

Account Number: 60722892
 Date: 2/13/2014
 Balance: \$14,060.59
 Current Rate: 0.02%
 Accrued Interest: \$0.00

Money Market Account Information

Account Number: 60606285
 Date: 2/13/2014
 Balance: \$1,002,439.08
 Current Rate: 0.23%
 Accrued Interest: \$75.80

TOWN OF WEST YELLOWSTONE
Cash Report
For the Accounting Period: 1/14

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
1000 General Fund						
101000 CASH	173,006.25	128,833.33	712.43	0.00	301,253.62	1,298.39
101100 Investments - CD's	211,783.14	0.00	0.00	0.00	0.00	211,783.14
101300 Investments - Money Market Accou	539,241.28	95.38	0.00	30,000.00	0.00	509,336.66
101500 Investment-STIP	559,404.33	110.24	0.00	0.00	0.00	559,514.57
103000 Petty Cash	50.00	0.00	0.00	0.00	0.00	50.00
103100 Town Office	50.00	0.00	0.00	0.00	0.00	50.00
103200 Petty Cash/WY Police Dept	50.00	0.00	0.00	0.00	0.00	50.00
103400 Petty Cash-Recreation	150.00	0.00	0.00	0.00	0.00	150.00
Total Fund	1,483,735.00	129,038.95	712.43	30,000.00	301,253.62	1,282,232.76
2100 Local Option Taxation-Resort Tax						
101000 CASH	531.36	99,981.17	0.00	83,893.50	1,500.00	15,119.03
101300 Investments - Money Market Accou	230,607.43	43.19	0.00	0.00	0.00	230,650.62
101500 Investment-STIP	66,757.00	0.00	0.00	14,237.00	0.00	52,520.00
102001 Construction Acct Town Hall	13.83	0.01	0.00	0.00	0.00	13.84
102200 Bond Reserve Cash Acct-10%	12,326.19	0.49	0.00	0.00	0.00	12,326.68
102215 STIP Investment-Rev Bond current	114,051.16	14,251.64	0.00	0.00	0.00	128,302.80
102225 STIP Reserve Acct Town Hall 10%	135,811.20	17.44	0.00	0.00	0.00	135,828.64
Total Fund	560,098.17	114,293.94		98,130.50	1,500.00	574,761.61
2101 Marketing & Promotions (MAP)						
101000 CASH	5,277.59	2,372.00	0.00	0.00	2,500.00	5,149.59
101300 Investments - Money Market Accou	10,004.89	1.88	0.00	0.00	0.00	10,006.77
101500 Investment-STIP	71,000.00	0.00	0.00	0.00	0.00	71,000.00
Total Fund	86,282.48	2,373.88			2,500.00	86,156.36
2102 TBID (Tourism Business Improvement District)						
101000 CASH	4,750.05	6,089.92	0.00	182.70	4,778.21	5,879.06
2111 Off Street Parking						
101000 CASH	860.37	0.03	0.00	0.00	0.00	860.40
101500 Investment-STIP	68,641.77	8.81	0.00	0.00	0.00	68,650.58
Total Fund	69,502.14	8.84				69,510.98
2210 Parks & Recreation						
101000 CASH	7,057.11	1,100.00	0.00	0.00	1,050.00	7,107.11
2211 Parks/Rec Donations - Teen Center						
101000 CASH	656.65	0.03	0.00	0.00	0.00	656.68
2212 Parks - Volleyball Court						
101000 CASH	3,881.69	0.15	0.00	0.00	0.00	3,881.84
2213 Community Garden						
101000 CASH	437.49	0.02	0.00	0.00	0.00	437.51
2214 Smoking Waters Day Camp -scholarships						
101000 CASH	4,034.49	0.16	0.00	0.00	0.00	4,034.65
2220 Library						
101000 CASH	13,296.72	1,238.62	0.25	0.00	9,938.42	4,597.17
103000 Petty Cash	50.00	0.00	0.00	0.00	0.00	50.00
Total Fund	13,346.72	1,238.62	0.25		9,938.42	4,647.17
2240 Cemetery						
101000 CASH	727.34	0.03	0.00	0.00	0.00	727.37
101500 Investment-STIP	11,831.15	0.00	0.00	0.00	0.00	11,831.15
Total Fund	12,558.49	0.03				12,558.52

TOWN OF WEST YELLOWSTONE
Cash Report
For the Accounting Period: 1/14

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
2390 Drug Forfeiture						
101000 CASH	6,233.84	0.00	0.00	0.00	0.00	6,233.84
101500 Investment-STIP	23,858.85	0.00	0.00	0.00	0.00	23,858.85
Total Fund	30,092.69					30,092.69
2392 CDBG-Local Source						
101000 CASH	9,352.88	175.38	0.00	0.00	0.00	9,528.26
101500 Investment-STIP	68,822.72	0.00	0.00	0.00	0.00	68,822.72
Total Fund	78,175.60	175.38				78,350.98
2701 Cemetery Perpetual Care (7050)						
101000 CASH	1,566.50	0.06	0.00	0.00	0.00	1,566.56
101500 Investment-STIP	35,875.93	4.61	0.00	0.00	0.00	35,880.54
Total Fund	37,442.43	4.67				37,447.10
2820 Gas Tax Apportionment						
101000 CASH	15,925.63	2,507.21	0.00	0.00	0.00	18,432.84
101300 Investments - Money Market Accou	10,004.89	1.88	0.00	0.00	0.00	10,006.77
101500 Investment-STIP	56,963.00	0.00	0.00	0.00	0.00	56,963.00
Total Fund	82,893.52	2,509.09				85,402.61
2850 911 Emergency						
101000 CASH	46.89	38,572.05	0.00	0.00	14,849.01	23,769.93
101500 Investment-STIP	28,809.64	3.70	0.00	0.00	0.00	28,813.34
Total Fund	28,856.53	38,575.75			14,849.01	52,583.27
2917 Crime Victims Assistance						
101000 CASH	18,352.67	0.00	0.00	0.00	0.00	18,352.67
3050 GO Bond						
101000 CASH	81,151.23	5,487.40	0.00	30,000.00	0.00	56,638.63
101300 Investments - Money Market Accou	65,031.77	30,017.80	0.00	0.00	0.00	95,049.57
101500 Investment-STIP	47,599.45	6.11	0.00	0.00	0.00	47,605.56
Total Fund	193,782.45	35,511.31		30,000.00		199,293.76
4000 Capital Projects/Equipment						
101000 CASH	59,628.92	2.31	0.00	0.00	1,200.00	58,431.23
101500 Investment-STIP	8,528.93	1.09	0.00	0.00	0.00	8,530.02
Total Fund	68,157.85	3.40			1,200.00	66,961.25
4060 Public Works Equipment Replacement						
101500 Investment-STIP	237.72	0.03	0.00	0.00	0.00	237.75
4070 Parkway Construction/Mtn						
101000 CASH	98,664.20	0.85	0.00	77,326.88	0.00	21,338.17
101300 Investments - Money Market Accou	40,019.55	77,348.86	0.00	0.00	0.00	117,368.41
101500 Investment-STIP	98,018.70	12.58	0.00	0.00	0.00	98,031.28
Total Fund	236,702.45	77,362.29		77,326.88		236,737.86
4075 Street Construction /Maintenance						
101500 Investment-STIP	120,955.18	15.53	0.00	0.00	0.00	120,970.71
4401 Save American Treasurers Grant						
101000 CASH	11,963.73	0.47	0.00	0.00	0.00	11,964.20
101500 Investment-STIP	16.76	0.00	0.00	0.00	0.00	16.76
Total Fund	11,980.49	0.47				11,980.96
5210 Water Operating Fund						
101000 CASH	38,719.25	18,196.12	0.00	0.00	10,390.17	46,525.20
101300 Investments - Money Market Accou	10,004.89	1.87	0.00	0.00	0.00	10,006.76

TOWN OF WEST YELLOWSTONE
Cash Report
For the Accounting Period: 1/14

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
101500 Investment-STIP	181,945.25	23.36	0.00	0.00	0.00	181,968.61
102245 Replacement & Depreciation Ent.	148,501.28	19.07	0.00	0.00	0.00	148,520.35
Total Fund	379,170.67	18,240.42			10,390.17	387,020.92
5220 Water Replacement Depreciation Fund						
101500 Investment-STIP	165,578.89	21.26	0.00	0.00	0.00	165,600.15
5310 Sewer Operating Fund						
101000 CASH	24,479.32	32,268.73	29.98	0.00	8,792.17	47,985.86
101300 Investments - Money Market Accou	20,009.78	3.74	0.00	0.00	0.00	20,013.52
101500 Investment-STIP	390,488.89	50.13	0.00	0.00	0.00	390,539.02
101510 Mad Add Construction-STIP	60,405.04	7.76	0.00	0.00	0.00	60,412.80
102245 Replacement & Depreciation Ent.	129,744.76	16.66	0.00	0.00	0.00	129,761.42
Total Fund	625,127.79	32,347.02	29.98		8,792.17	648,712.62
5320 Sewer Replacement Depreciation Fund						
101500 Investment-STIP	199,857.89	25.66	0.00	0.00	0.00	199,883.55
7010 Social Services/Help Fund						
101000 CASH	23,377.05	197.20	0.00	0.00	730.94	22,843.31
7195 Court Collections Trust Acct						
101000 CASH	11,806.49	0.00	0.00	0.00	0.00	11,806.49
7458 Court Surcharge HBI76						
101000 CASH	14,020.00	0.00	0.00	0.00	0.00	14,020.00
7467 MT Law Enforcement Academy (MLEA)						
101000 CASH	13,899.00	0.00	0.00	0.00	0.00	13,899.00
7468 Public Defender Fee						
101000 CASH	1,775.00	0.00	0.00	0.00	0.00	1,775.00
7469 City Court - Judge Brandis						
101000 CASH	20,068.95	812.00	0.00	0.00	0.00	20,880.95
7910 Payroll Fund						
101000 CASH	37,982.98	0.00	171,416.72	209,921.00	0.00	-521.30
7930 Claims Fund						
101000 CASH	5,599.86	0.00	184,823.16	180,366.64	0.00	10,056.38
Totals	4,652,234.63	459,946.02	356,982.54	625,927.72	356,982.54	4,486,252.93

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

LAND DESCRIPTION VERIFICATION FEDERAL LAND (Ref. FSH 5409.13, Chapter 30)				
Purchase/Exchange Name: <u>West Yellowstone Expansion Lands (Section 333)</u>				
Forest Name: <u>Gallatin</u>		Tract No.: _____		
Assessor's Parcel Number: _____				
County, Town, or Borough: <u>Gallatin County</u>		State: <u>Montana</u>		
1. Legal Description: <i>(Include subdivision part, Section, Township, Range, Meridian; or lot, block, warrant, parcel, grant, etc., as appropriate.)</i> Principal Meridian, T13S., R.5E. Section 33, E½E½NE¼ and NE¼SE¼				
2. Area:	<u>Official</u> <i>(Public Land Survey)</i> 80	<u>Record</u> <i>(title/deed/county)</i>	<u>Actual</u> <i>(land survey, infor.)</i>	<u>Tax Assessor's</u> <i>(taxing authority)</i>
3. Record Documents: -GLO Survey conducted by Dwight Bushnell in 1901 and approved by the Surveyor General's Office on June 30, 1902.				
4. Comments: 				
The legal description for the above described lands, proposed for conveyance by the UNITED STATES OF AMERICA , has been reviewed for technical sufficiency and acceptability for patent or deed purposes and practicability for locating boundary lines. For purposes of conveyance, the acreage is <u>80</u> acres.				
/s/ Janet Kempff _____ Land Surveyor, USDA Forest Service			August 27, 2007 _____ Date	

BRIEFING PAPER (March 19, 2010)

Town of West Yellowstone Expansion

Section 333 of the Department of the Interior and Related Agencies Appropriations Act of 2004

Background:

In the Gallatin Land Consolidation Act of 1998 (PL 105-267, aka "Gallatin II"), Congress authorized and directed the Forest Service to acquire nearly 55,000 acres of private lands located within the Gallatin National Forest in Montana.

Section 333:

The "Department of the Interior and Related Agencies Appropriations Act of 2004" (P.L. 108-108), includes a rider - **Section 333 - "Implementation of Gallatin Land Consolidation Act"**. This legislation gave the Forest Service authority to sell 80 acres of National Forest System (NFS) land adjacent to the Town of West Yellowstone in order to generate proceeds that could be used to complete Gallatin II. These 80 acres of NFS land were included in Section 333 to address the Town's expressed need for community expansion and development.

Town of West Yellowstone - Growth Policy:

In recent years, the Town of West Yellowstone developed a "**Growth Policy**" (under State law, MCA 76-1-601) that identifies the future needs of the Town. In the Growth Policy, the Town stated a desire to expand community boundaries by purchasing certain lands on the Gallatin National Forest, taking advantage of the Section 333 legislation.

In **Resolution #469**, adopted in November 2007, the Town Council affirmed its interest in acquiring the 80 acres of NFS land identified in Section 333.

In 2008, the Forest Service (Forest Supervisor, Gallatin National Forest) and the Town of West Yellowstone (Manager) entered into an "**Agreement of Intent**" for direct sale. The Forest Service and Town are continuing to work together to complete this sale process.

For further information:

Bob Dennee, Team Leader, East Side Lands Zone, Northern Region

(406) 587-6914. E-mail: rdennee@fs.fed.us

Guy Adams, Land Adjustments, Northern Region

(406) 329-3581. E-mail gadams@fs.fed.us

U. S. DEPARTMENT OF AGRICULTURE
Forest Service
Northern Region, Gallatin National Forest

AGREEMENT OF INTENT

**Proposed Direct Sale of National Forest System Land
T. 13 S., R. 5 E., Section 33, E½E½NE¼ and NE¼SE¼**

Town of West Yellowstone, Gallatin County, Montana

*Authority: Interior and Related Agencies Appropriations Act of 2004 (P.L. 108-108),
Section 333 – Implementation of Gallatin Land Consolidation Act*

We, the Town of West Yellowstone, Montana, of 10 S. Faithful St., West Yellowstone, Montana 59758, hereinafter called the “**Town**” or the “non-Federal party”, and the Forest Service, U.S. Department of Agriculture, acting through their authorized representatives, intend to enter into a sale agreement to convey to the Town the Federal property described in **Exhibit A** (hereinafter “**the Property**”), attached hereto and made a part hereof, and under the terms and conditions described herein and in the Implementation Schedule, attached hereto and made a part hereof as **Exhibit B**.

The basis of this **Agreement of Intent** is the offer for purchase of the Property made by Mr. Jamie Greene, Town Operations Manager, by letter dated September 4, 2007.

GENERAL PROVISIONS:

1. It is understood that the basis for value (sale price) of the Property shall be an appraisal which has been approved by the Forest Service.
2. This **Agreement of Intent** authorizes the Town and its employees and contractors to enter on the Property for such purposes as preparing appraisals, environmental site assessments, historic and cultural investigations, land line surveys, wildlife and wetland inventories and other evaluations deemed necessary by the Forest Service or the Town to fully evaluate the affects and merits of the sale proposal.
3. It is understood that upon approval of the sale price, terms and conditions by the appropriate Forest Service official, the Town and the Forest Service (hereinafter “the Parties”) will enter into a **Purchase and Sale Agreement** that shall be

April 7, 2008

binding to the Parties. It is understood that prior to the Purchase and Sale Agreement, or issuance of a deed by the United States, if no Purchase and Sale Agreement is executed, no action taken shall create or establish any contractual or other obligations against the Town or the United States. Either the Town or the Forest Service may withdraw from the sale at any time prior to execution of the Purchase and Sale Agreement, or conveyance from the United States.

4. Title will be conveyed by quitclaim deed issued by the Forest Service, unless some other form of deed is approved by the USDA, Office of the General Counsel.
5. The United States does not furnish title insurance for the property it conveys. If title insurance is desired by the Town, it must be procured at its own expense.
6. An estimated timeline for processing this proposal and the agreement on responsibility for costs on specified items is provided for in **Exhibit B, the Implementation Schedule**.
7. The Forest Service is responsible for compliance with Section 120(h) or the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). Prior to entering into the Purchase and Sale Agreement, the Forest Service will conduct an environmental investigation of the Property, as appropriate to comply with Section 120(h) of CERCLA, concerning any release or threatened release of hazardous substances or petroleum products on the Property. In the event that the Forest Service determines that any hazardous substance was stored for more than 1 year or more, known to have been released, or disposed of on the Property, the Purchase and Sale Agreement shall include a notice of the type and quantity of such hazardous substance and the time at which such storage, release, or disposal took place, to the extent such information is available on the basis of a complete search of agency files.
8. Pursuant to Section 120(h)(3)(A) of CERCLA, the Forest Service will also include covenants in the conveyance document providing that all response action necessary to protect human health and the environment with respect to any hazardous substance remaining on the property has been taken before the date of the transfer, that the United States shall conduct, after the conveyance, any response or corrective action found to be necessary to protect human health and the environment from associated with releases or threatened releases attributable to the time the United States owned and operated the Property, and a clause granting the United States access to the Property to conduct the response or corrective action on the Property.
9. No member of Congress, or Resident Commissioner, shall be admitted to any share or part of this proposal or to any benefit that may arise therefrom unless it is made with a corporation for its general benefit (18 U.S.C. 431, 433).

10. The undersigned is a citizen of the United States or a corporation or other legal entity subject to the laws of the United States or a State thereof, and is 21 years old or over.
11. Notification Statement: Public Availability of Property-Related Information.
Any party who has signed below acknowledges receipt of this notification: All documents pertaining to Federal lands necessary for the evaluation, processing and consummation of a land adjustment transaction, including but not limited to appraisals, timber cruises, specialist reports, geology/mineral reports, title and other property information, are subject to public availability at the discretion of the Federal party. This includes information which may be contained in a system of records exempted from the requirements of the Privacy Act (5 U.S.C. 552a), and information which may qualify for exemption from disclosure under the Freedom of Information Act (5 U.S.C. 552b)).

However, it is the general intent of the Parties that land adjustment transaction documents will be considered "**pre-decisional working papers**" not subject to premature availability prior to the point which concludes evaluation of the proposal through the agency's established, required processes and policy.

SPECIFIC PROVISIONS:

1. The **Town** will provide the following services:
 - a. An appraisal of the Property, prepared by a qualified contract appraiser, to Forest Service standards. The appraisal will be made available for review and approval by the Forest Service.
 - b. Multiple appraisals as necessary to facilitate the sale of the Property in two separate transactions (see Item 2.d. below).
 - c. Written evidence that the Town has the financial capability to purchase the Property at the approved appraisal value.
 - d. Other information and assistance as may be requested by the Forest Service in completing the direct sale process.
 - e. Survey and posting of the new property boundaries resulting from the sale of the Property.
2. The **Forest Service** will provide the following services and information:
 - a. The Forest Service (Regional Review Appraiser) will meet with the contract appraiser and will provide "appraisal specifications" for conducting the

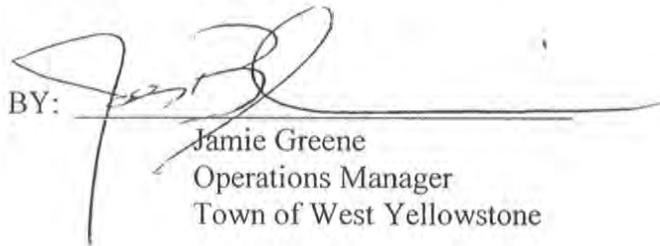
April 7, 2008

appraisal. The Forest Service will be responsible to review and approve the appraisal.

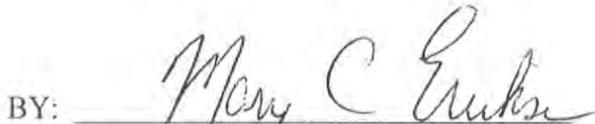
- b. The Forest Service will provide documents describing the Property, including a certified legal description, Federal Land Status Report, Water Rights Analysis, Mineral Potential Report and Environmental Site (Hazmat) Assessment.
- c. The Forest Service will provide other information and assistance as may be requested by the Town in completing the direct sale process.
- d. If requested by the Town to facilitate the Town's bonding capacity and funding, the Forest Service will convey the Property described in Exhibit A in not more than 2 separate transactions, on or before December 31, 2010. In the event of more than one transaction, the Forest Service will convey the Property in aliquot parts of no less than 10 acres in any one transaction.

This Agreement of Intent may be amended by mutual agreement of the Parties.

5/14/2008
Date

BY: 
Jamie Greene
Operations Manager
Town of West Yellowstone

5/15/08
Date

BY: 
MARY C. ERICKSON
Forest Supervisor
U.S. Department of Agriculture
Forest Service

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0105. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

April 7, 2008

**EXHIBIT A
Property Description**

**Principal Meridian Montana
Township 13 South, Range 5 East**

Tract 1: Section 33, E $\frac{1}{2}$ E $\frac{1}{2}$ NE $\frac{1}{4}$, containing 40 acres

Tract 2: Section 33, NE $\frac{1}{4}$ SE $\frac{1}{4}$, containing 40 acres

Total of 80 acres

Note:

In the legislation ("Section 333"), Tract 1 is "Parcel D" and Tract 2 is "Parcel E".

**EXHIBIT B
Implementation Schedule (Direct Sale)**

Case Name: West Yellowstone Expansion Lands (Section 333, Tract #1, Tract #2)				
Forest/District: Gallatin NF, Hebgen Lake Ranger District		Case No. None		
Sale Authority: Interior and Related Agencies Appropriations Act of 2004 (P.L. 108-108), "Section 333 – Implementation of Gallatin Land Consolidation Act"				
Total Acres: 80 Land Status: PD Acres: 80 Acquired Acres: 0				
Action Item/Step Implementation Strategy (Items 1-8)	Responsible for Preparation	Estimate of Costs	Due Dates	
			Target	Actual
1. Property identified for disposal in Facility Master Plan	NA		NA	
2. Forest Plan Compliance Review	FS		Apr 08	
3. Verify/Certify Federal Land Acreage & Legal Description (FS 5400-41)	FS		Apr 08	
4. Federal Land Status Report/Title Report	FS		June 08	
5. Civil Rights Impact Analysis	NA		NA	
6. Notice of Proposed Realty Action (Public Scoping) County & Congressional notification	FS		June 08	
7. Federal Land Water Rights Analysis	FS		June 08	
8. Prepare Marketing Strategy	FS		July 08	
9. Oversight Implementation Strategy, including Market Analysis	RO/WO		Aug 08	
10. Request BLM Serialization and Segregation	FS		Apr 08	
11. Request Appraisal Specifications	FS		May 08	
12. Request Withdrawal Revocations (if any)	FS		NA	
13. Prepare Mineral Potential Report (Request BLM Concurrence)	FS			Done
14. Prepare Cultural Report/SHPO Consultation	NA		NA	
15. Prepare TES Report/Consultation	NA		NA	
16. Prepare Wetlands/Floodplains Report	FS			
17. Conduct Environmental Site Assessment & LPB Risk Assessment. Submit to RO Env. Eng. for approval	FS		July 08	
18. Access Analysis	FS		June 08	

April 7, 2008

Action Item/Step	Responsible for Preparation	Estimate of Costs	Due Dates	
			Target	Actual
19. Prepare NEPA Analysis (EA or CE)	NA		NA	
20. NEPA Comment Period (EA)	NA		NA	
21. Respond to NEPA Comments (EA)	NA		NA	
22. Review Appraisal (from Contractor)	FS		Sept 08	
23. Prepare Decision Document (DM/DN)	NA		NA	
24. Oversight Review of Decision Document	NA		NA	
25. Issue Decision – Publish Notice of Availability of Decision (EA)	NA		NA	
33. Deposit Sale Proceeds Special Account	FS Fiscal		Nov 08	
34. Preparation of Quitclaim Deed, Req. for Patent, Easement Deeds	RO/OGC		Nov 08	
35. Execute Quitclaim Deed or Patent	FS		Dec 08	
36. Transmit Deed to Purchaser for Recording	FS		Dec 08	
37. Execute & Record Easements	FS		NA	
38. Remove any FS Personal Property	FS		Oct 08	
39. File Water Right Transfer/Use Docs	FS		Dec 08	
40. Provide Copy of Deed to BLM for Record Notation	FS		Jan 09	
41. Complete FS-5500-1, Sale or Conveyance Digest	FS		Jan 09	
40. Remove/Adjust FS Boundary Signs	FS		June 09	
41. Post to Status and LARS	FS		Jan 09	
42. Close Case	FS		June 09	

Resolution No. 469

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WEST YELLOWSTONE, MONTANA, STATING ITS INTENTION TO PURSUE ACQUISITION OF ADJACENT FOREST SERVICE LANDS.

WHEREAS, the Town of West Yellowstone is wholly surrounded by federal land, and

WHEREAS, Gallatin National Forest land surrounds all but the easternmost boundary of the Town, which is bordered by Yellowstone National Park, and

WHEREAS, the Town of West Yellowstone has worked with land managers in Gallatin National Forest and Yellowstone National Park to preserve and protect natural, cultural and historic resources in and around the Town of West Yellowstone, and

WHEREAS, the Town Council is in the final phases of developing a Growth Policy (MCA 76-1-601) that identifies future needs of the Town, and

WHEREAS, the Town Council is desirous of pursuing the purchase, exchange or combination thereof, of certain portions of the land identified in H.R. 2691 - Department of the Interior and Related Agencies Appropriation Act (FY 04) Sec. 333, for the purpose of developing and enhancing the Town's cultural and historic characteristics, providing affordable housing, siting light industrial uses, enhancing medical facilities, and future school site, and providing space for public infrastructure and facilities currently located in areas with cultural and historical value, and

WHEREAS, H.R. 2691 - Department of the Interior and Related Agencies Appropriation Act (FY 04) Sec. 333 establishes the ability of the Town of West Yellowstone to enter into negotiations with Gallatin National Forest to acquire certain parcels of land, and

WHEREAS, portions of the land identified in H.R. 2691 - Department of the Interior and Related Agencies Appropriation Act (FY 04) Sec. 333 and other parcels under consideration by the Town are adjacent to the Town and are suitable for expanding cultural and historic interpretation, providing affordable housing, developing light industrial uses, enhancing medical facilities, developing a future school site and providing space for public infrastructure and facilities currently located in areas with cultural and historical value, and

WHEREAS, the Town of West Yellowstone upon acquisition of said lands will zone them as mutually agreed upon by the Town and the Forest Service to include zoning for cultural and historical development, affordable housing, light industrial use, medical facilities, and space for public infrastructure and facilities, and

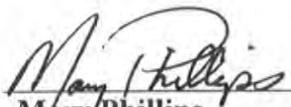
WHEREAS, these actions embellish the stated Mission of the “USDA Forest Service Strategic Plan for Fiscal Years 2004-08”, as follows: “The mission of the USDA Forest Service is based on the relationship between the American people and their natural resource heritage. The relationship is founded on the principles of sustaining U.S. natural resources for future generations, producing personal and community well-being, and providing economic wealth for the Nation.”, and

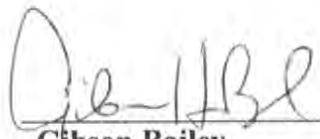
WHEREAS, these actions are supported in the Gallatin National Forest Land and Resource Management Plan (LRMP), specifically noted as the following Forest Wide Standards on pages II-25 and II-26: “Exchange, donation, purchase, and easement authority will be used to meet ownership adjustment needs,” and “National Forest lands may be made available for community expansion providing: (1) There is a demonstrated need for community expansion and there are no suitable, nonfederal lands available. (2) The lands are suitable for the intended use. (3) Community needs outweigh National Forest needs for the land (4) Endangered species requirements are met.”

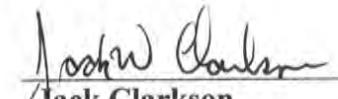
NOW THEREFORE BE IT RESOLVED THAT the Town Council of the Town of West Yellowstone, County of Gallatin, State of Montana, affirms its interest in acquiring a parcel by purchase, exchange or combination thereof, of approximately 40 acres west of Iris street and the South Plateau Road, specifically described as the E ½, SE ¼, NE ¼ and the E ½, NE ¼, SE ¼, Section 33, T13S, R5E, PMM, and another parcel by purchase, exchange or combination thereof, of approximately 87 acres bordered by the southern boundary of the Grizzly Park Addition, and the corporate limits of the Town of West Yellowstone, and specifically described as Lot 4 and the SE ¼, SW ¼, Section 34, T13S, R5E, PMM, all located in Gallatin County, Montana.

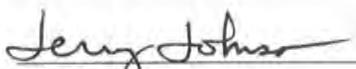
BE IT FURTHER RESOLVED THAT the Town Council of the Town of West Yellowstone authorizes and directs Town staff to work with staff and managers of the Gallatin National Forest to move the land acquisition process forward.

PASSED AND ADOPTED BY THE TOWN COUNCIL AND APPROVED BY THE MAYOR FOR THE TOWN OF WEST YELLOWSTONE THIS 12 DAY OF May, 2005.

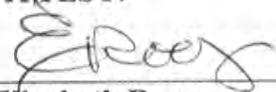

Mary Phillips
Council Member/Mayor


Gibson Bailey
Council Member


Jack Clarkson
Council Member


Jerry Johnson
Council Member

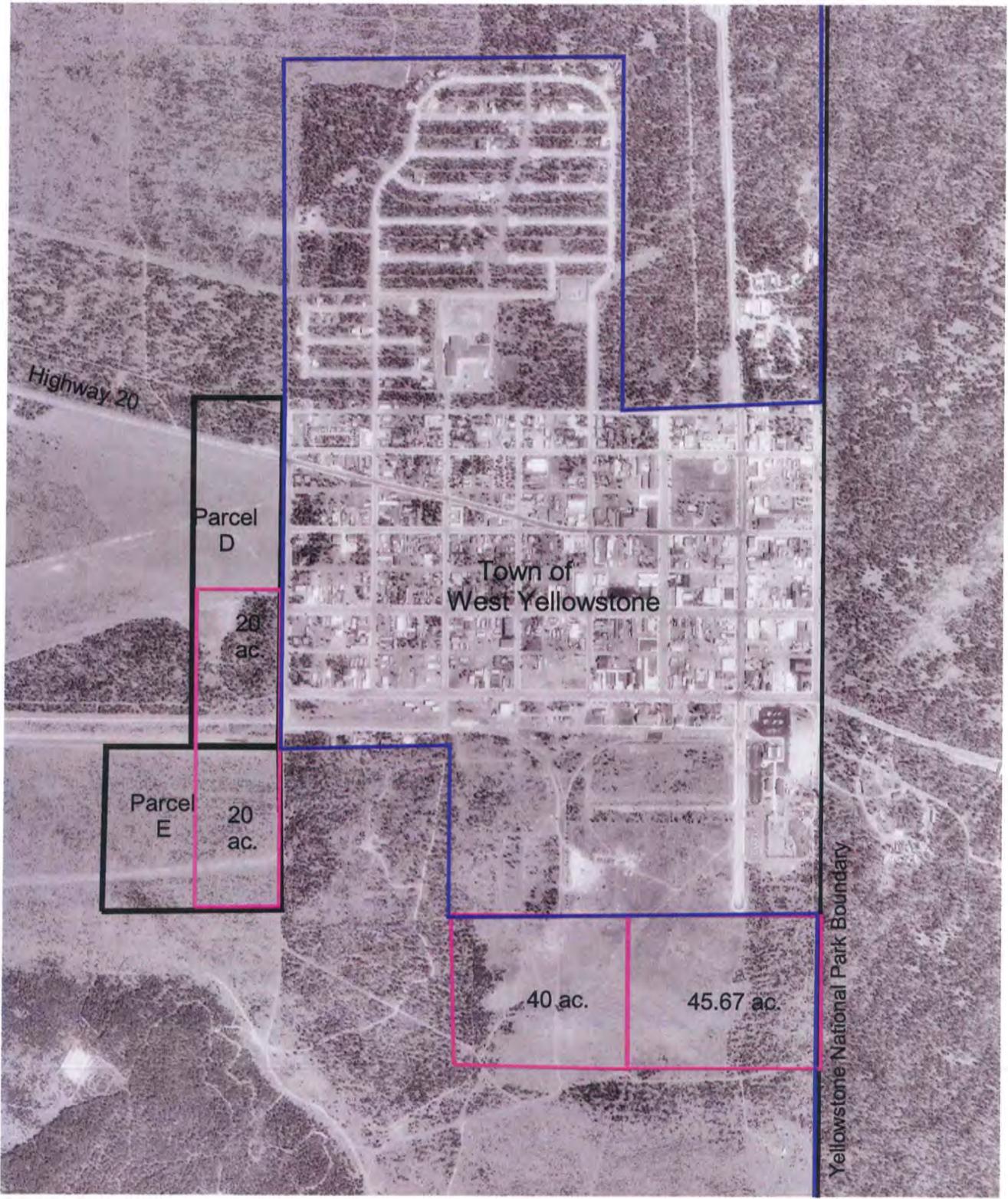

Glen Loomis
Council Member

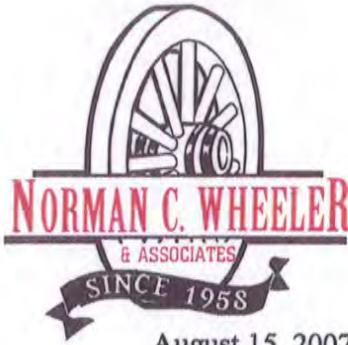
ATTEST:

Elizabeth Roos
Town Clerk

National Forest Lands Identified for Potential West Yellowstone Community Expansion

-  Parcels Identified in Section 333 2004 Appropriations Act
-  Parcels Identified in Town Council Resolution No. 469

Parcel locations are approximate





Real Estate Appraisals

Brokerage

Consulting

Management

August 15, 2007

Jamie Greene
City of West Yellowstone Operations Manager
Po Box 1570
West Yellowstone, MT 59758

RE: Forest Service Parcels

Dear Mr. Greene,

Pursuant to your request, I have made a preliminary analysis as to the probable market value of the real property interest associated with specified Forest Service lands located adjacent to the town of West Yellowstone. As you have indicated in your initial correspondence, the city is interested in pursuing a possible purchase on two 20 acre parcels which are located on the southwestern corner of the existing city limits. These are designated on the attached plat which you provided.

As we have discussed, the purpose of this letter is to address a preliminary estimate of value relative to these properties so that the city can assess the viability of the project and prepare strategic planning if necessary. This letter is not intended to represent an appraisal as outlined by federal guidelines, and is a limited scope assignment prepared specifically for the town's use. The value set forth herein, as well as this letter, can not be used for negotiating with the Forest Service and this document should not be released to third parties.

The scope of this appraisal, as identified, is to establish a probable range of value applicable to these properties, in consideration of the fact that a federal appraisal may be required. That appraisal would be subject to Yellowbook standards and would have to be a detailed report which would set forth the market value of the properties as of the estimated date of valuation. As we have discussed, it would be premature to prepare this document at this time.

As you are aware, there are a limited amount of larger parcel sales in and around the town of West Yellowstone, and after studying the appraisal problem, I have concluded that the probable value of these lands would most likely be established through a subdivision

Bozeman Office:
N. Clark Wheeler, ARA, Broker/Owner, MT
Certified General Appraiser, MT & WY

Andrew A. D. Rahn IV
Certified General Appraiser, MT
Real Estate Sales Associate, MT

Jill A. Tressler
Appraisal Trainee, MT
Real Estate Sales Associate, MT

Ashley Venhuizen
Administrative Assistant

Missoula Office:
Parac David Neiberger, M.A./ARA
Certified General Appraiser, MT
Real Estate Sales Associate, MT

421 W. Mendenhall, Bozeman, MT 59715
P.O. Box 1053, Bozeman, MT 59771
Phone: 406/587-7701, Fax: 406/587-2638

ARA - Accredited Rural Appraiser

Building 31, Fort Missoula Rd., Suite 3
Missoula, MT 59804
Phone: 406/829-3773; Fax: 406-829-3964



Web site: ncwheeler.com



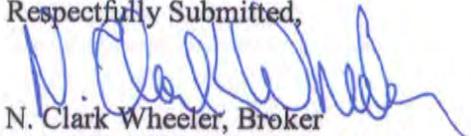
analysis. This analysis would be based on the assumption that if the lands were acquired by the city of West Yellowstone, they would then be incorporated into the city limits and thus would be eligible for city services. This assumption allows for the valuation of these lands as probable commercial or residential lands. If these lands are to be restricted by the US Government or the city, my analysis would have to be amended.

In analyzing values associated with lot sales in West Yellowstone, and through a Discounted Cash Flow Analysis, I would estimate that at the current time, the probable value of these lands would fall at between \$18,000 and \$22,000 per deeded acre, based on my assumption. Based on 40 acres, this indicates an overall range of value applicable to these lands running from \$720,000 to \$880,000. This is the value which I estimate could be established in a complete federal appraisal if so authorized.

Under current federal procedure, an appraisal of the property would require pre-work meetings with the Forest Service and their appraisal and valuation experts would establish the scope of work to be accomplished through the appraisal. This process would result in the issuance of appraisal specifications to be followed by the parties involved, and would also identify the responsibilities of the various parties relative to documenting information related to the property. Within the context of a federal appraisal, the Appraiser is directed to appraise the larger parcel. I am assuming, based on my experience with the Forest Service, that the larger parcel to be appraised would be the 40 acres identified for exchange or purchase. Despite the fact that the federal government owns substantial lands in and around the town, the proper value of these lands would be based on their individual highest and best use as a 40 acre tract.

I hope that this information assists you and the city in analyzing the overall project, and should you have any specific questions relative to my value analysis, please feel free to call. I appreciate your consideration and would welcome the opportunity to work with the city and the government in the complete appraisal process should the project continue to move forward. The market at the current time appears to be relatively stable, thus the values set forth herein would most likely be applicable for planning purposes over the next six to twelve months. Should market conditions relative to residential lots and other factors worsen over this time period, the values set forth herein could be subject to a discount, but as addressed, since this letter is for preliminary planning purposes, these numbers reflect just that.

Respectfully Submitted,


N. Clark Wheeler, Broker
Accredited Rural Appraiser #673
Montana Licensed General Appraiser #95
Wyoming Licensed General Appraiser #222

CC: Elizabeth Roos



Resolution No. 529

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WEST YELLOWSTONE, MONTANA, STATING ITS INTENTION TO PURSUE ACQUISITION OF ADJACENT FOREST SERVICE LANDS.

WHEREAS, the Town of West Yellowstone is wholly surrounded by federal land, and

WHEREAS, Gallatin National Forest land surrounds all but the easternmost boundary of the Town, which is bordered by Yellowstone National Park, and

WHEREAS, the Town of West Yellowstone has worked with land managers in Gallatin National Forest and Yellowstone National Park to preserve and protect natural, cultural and historic resources in and around the Town of West Yellowstone, and

WHEREAS, the Town Council has developed and adopted a Growth Policy (MCA 76-1-601) that identifies future needs of the Town, and

WHEREAS, the Town Council is desirous of pursuing the purchase, exchange or combination thereof, of certain portions of the land identified in H.R. 2691 - Department of the Interior and Related Agencies Appropriation Act (FY 04) Sec. 333, for the purpose of developing and enhancing the Town's cultural and historic characteristics, providing affordable housing, siting light industrial uses, enhancing medical facilities, and future school site, and providing space for public infrastructure and facilities currently located in areas with cultural and historical value, and

WHEREAS, H.R. 2691 - Department of the Interior and Related Agencies Appropriation Act (FY 04) Sec. 333 establishes the ability of the Town of West Yellowstone to enter into negotiations with Gallatin National Forest to acquire certain parcels of land, and

WHEREAS, portions of the land identified in H.R. 2691 - Department of the Interior and Related Agencies Appropriation Act (FY 04) Sec. 333 and other parcels under consideration by the Town are adjacent to the Town and are suitable for expanding cultural and historic interpretation, providing affordable housing, developing light industrial uses, enhancing medical facilities, developing a future school site and providing space for public infrastructure and facilities currently located in areas with cultural and historical value, and

WHEREAS, the Town of West Yellowstone upon acquisition of said lands will zone them as mutually agreed upon by the Town and the Forest Service to include zoning for cultural and historical development, affordable housing, light industrial use, medical facilities, and space for public infrastructure and facilities, and

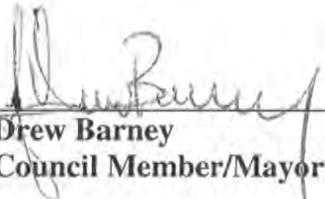
WHEREAS, these actions embellish the stated Mission of the "USDA Forest Service Strategic Plan for Fiscal Years 2004-08", as follows: "The mission of the USDA Forest Service is based on the relationship between the American people and their natural resource heritage. The relationship is founded on the principles of sustaining U.S. natural resources for future generations, producing personal and community well-being, and providing economic wealth for the Nation.", and

WHEREAS, these actions are supported in the Gallatin National Forest Land and Resource Management Plan (LRMP), specifically noted as the following Forest Wide Standards on pages II-25 and II-26: "Exchange, donation, purchase, and easement authority will be used to meet ownership adjustment needs," and "National Forest lands may be made available for community expansion providing: (1) There is a demonstrated need for community expansion and there are no suitable, nonfederal lands available. (2) The lands are suitable for the intended use. (3) Community needs outweigh National Forest needs for the land (4) Endangered species requirements are met."

NOW THEREFORE BE IT RESOLVED THAT the Town Council of the Town of West Yellowstone, County of Gallatin, State of Montana, affirms its interest in acquiring by purchase, exchange or combination thereof, Parcel "D" West Yellowstone Town Expansion Tract #1; Principal Meridian, T.13S., R.5E., Section 33, E1/2E1/2NE1/4, containing 40 acres more or less, and Parcel "E" West Yellowstone Town Expansion Tract #2; Principal Meridian, T.13S., R.5E., Section 33, NE1/4SE1/4, containing 40 acres more or less, all located in Gallatin County, Montana.

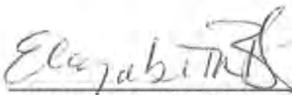
BE IT FURTHER RESOLVED THAT the Town Council of the Town of West Yellowstone authorizes and directs Town staff to work with staff and managers of the Gallatin National Forest to move the land acquisition process forward.

PASSED AND ADOPTED BY THE TOWN COUNCIL AND APPROVED BY THE MAYOR FOR THE TOWN OF WEST YELLOWSTONE THIS 18 DAY OF December, 2007.


Drew Barney
Council Member/Mayor

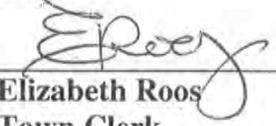
Mary Phillips
Council Member


Doug Edgerton
Council Member


Elizabeth Scott
Council Member

Glen Loomis
Council Member

ATTEST:


Elizabeth Roos
Town Clerk

Jamie Greene

From: Jamie Greene [jgreene@townofwestyellowstone.com]
Sent: Tuesday, July 20, 2010 11:54 AM
To: 'Robert Dennee'
Cc: 'Elizabeth A McFarland'; 'Mary C Erickson'; 'Jane Ruchman'; 'Elizabeth Roos'; 'Lanie Gospodarek'; 'Bill Fogarty'; 'pierre martineau'
Subject: RE: NF land 80 acres to sell to W Yellowstone
Attachments: Agreement_of_Intent_05142008.pdf

Hi Bob,

I am following up on the subject of the 80 acres after my email exchanges and conversations with Jane Ruchman last week.

First, I think it's important that the Forest Service understand that the Town is still interested in the purchase of the 80 acres to the south and west of the town. In the time that I have served as Operations Manager, the Town's interest in that land has never wavered. And as I stated in my email to Jane Ruchman last week, I told Lauren Turner, in no uncertain terms on at least two different occasions, that the Town was prepared to proceed with the purchase of this land.

I have reviewed the Agreement of Intent that Mary Erickson and I signed in May of 2008 (attached for your reference). I don't know where the Forest Service is with regard to working through the Implementation Schedule detailed in Exhibit B, but I understand that you would like evidence that the Town has the financial capability to purchase the property. On page 3, under "Specific Provisions", the Agreement requires that the Town provide this evidence. As you are aware, we do not have a final appraised value for the land. However, on August 15, 2007, Norman C. Wheeler and Associates did provide the Town with an estimate that says "the probable value of these lands would fall between \$18,000 and \$22,000 per deeded acre". The Agreement of Intent goes on to say that "the Forest Service will convey the Property in aliquot parts of no less than 10 acres in any one transaction". That tells me that, if Wheeler and Associates' estimate is accurate, the Town could spend between \$180K (10 acres at \$18K per acre) and \$1.76M (80 acres at \$22K per acre) in one or more transactions. Without a final appraisal, discussions over the details of an actual transaction stall out. What I can tell you is that the Town's bonding capacity is over \$4M and the Town has a great deal of flexibility when it comes to borrowing, allocating and re-allocating funds. I am certain that the political will is there to secure the funding to complete a transaction for some or all of the 80 acres. The Town just needs to be told that the USFS has reached the point in the Implementation Schedule where they are ready for the Town to proceed with a final appraisal.

Please let me know if you have any questions and thank you for your time.

Sincerely,

Mr. Jamie Greene
Operations Manager
Town of West Yellowstone
406-646-7795

From: Jane Ruchman [mailto:jruchman@fs.fed.us]
Sent: Wednesday, July 14, 2010 3:45 PM
To: Robert Dennee
Cc: jgreene@townofwestyellowstone.com; Elizabeth A McFarland; Mary C Erickson
Subject: NF land 80 acres to sell to W Yellowstone

Hi Bob - Jamie Greene and I talked after I received your last e-note. He states that it is the Town's intention to move ahead now with this purchase and it was his understanding, based upon what Lauren had relayed to Jamie, that this land transaction was not yet on the East Side Lands Group work program list. If the FS is ready / able to work on this now, the Town of West Yellowstone would like to proceed.

If you wouldn't mind, I would recommend at this point that you give Jamie Greene a direct call (646-7795) , so that you and he can talk directly. I have cc'ed him this e-note as well so we're all communicating.

Do you feel it would be beneficial at this point for you to meet with the West YellowstoneTown Council?

Acting District Ranger - Hebgen Lake Ranger District

Jane Ruchman

Landscape Architect & Developed Recreation Program Manager

Gallatin National Forest, Bozeman, MT 59771

ph (406) 587-6966 FAX (406) 587-6758

e-mail jruchman@fs.fed.us



QUESTIONS AND ANSWERS

Proposed Direct Sale of 80 Acres of NFS Land To the Town of West Yellowstone Gallatin National Forest

Revised Draft – Feb 5, 2014

First, we will summarize some important background information. Also, attached is a one-page "Briefing Paper" (March 2010), two maps, an Agreement of Intent, and other enclosures.

Section 333:

The "Department of the Interior and Related Agencies Appropriations Act of 2004" (P.L. 108-108), included a rider - **Section 333 - "Implementation of Gallatin Land Consolidation Act"**. This legislation gave the Forest Service authority to sell 80 acres of National Forest System (NFS) land adjacent to the Town of West Yellowstone. These 80 acres of NFS land were included in Section 333 to address the Town's expressed need for community expansion and development.

Town of West Yellowstone - Growth Policy:

In the past decade, the Town developed a "**Growth Policy**" (under State law, MCA 76-1-601) that identifies the future needs of the Town. In the Growth Policy, the Town stated a desire to expand community boundaries by purchasing certain NFS lands on the Gallatin National Forest, taking advantage of the Section 333 legislation.

Resolution #469:

In **Resolution #469**, adopted in November 2007, the Town Council affirmed its interest in acquiring the 80 acres of NFS land specifically identified in Section 333.

Agreement of Intent: In 2008, the Forest Service (Mary Erickson, Forest Supervisor, Gallatin National Forest) and the Town of West Yellowstone (Jamie Greene, former Town Manager) entered into an "**Agreement of Intent**" that sets the stage for working together to complete the direct sale of the 80 acres of land. See the attachment.

Questions from Greg Forsythe, Town Council - Feb 2, 2014

**My question would be about the land purchase proposed.
Can we pick and choose from the 20 acre plots?**

To meet Federal appraisal standards, the 80 acres of NFS land will need to be appraised as one property ("larger parcel"). The Town and FS will need to enter into a binding agreement to purchase the entire property @ approved appraised value. The binding agreement will "lock in" the overall appraised value and purchase price, eliminating need for costly re-appraisal(s).

Within that overall binding agreement, the Town will likely be able to purchase the land in one or more phases over a defined period of time.

Each individual sale transaction, of course, will involve more time and expense for the FS and the Town. The minimum size parcel that the FS would sell to Town in any one phased transaction will likely be 20 acres. The entire purchase of 80 acres should be completed within 2 years after the Parties enter into a binding agreement, and hopefully in less time.

Are there any options in locations different from those proposed?

Not without new legislation. A few years ago, Town representatives put time and effort into seeking potential new or amended Congressional legislation.

Basically, the MT Congressional delegation showed no interest in sponsoring new legislation. The message we heard from Congressional staff is that the Town and FS should focus on completing the sale of the 80 acres as identified in the 2003 legislation, rather than seek new legislation. The FS tends to agree. The FS does not advocate for new legislation.

How long do we (Town) have to commit to the purchase?

The FS intends is to add the sale of the 80 acres of NFS land to our 2014 Program of Work.

The Town and FS will then need to obtain a contract appraisal that meets federal standards, hopefully before the end of 2014.

Once that appraisal is done and approved by the FS Regional Review Appraiser (John Hickey), the Town and FS will need to enter into a binding agreement for the sale of the entire property (80 acres.) The FS would like to see that agreement signed and in place by end of 2014. The FS will, of course, provide a draft agreement to the Town for review.

Within the binding agreement, the Town will likely be able to purchase the 80 acres in one or more phases over a defined period of time. The entire purchase should be completed within 2 years after the Parties enter into a binding agreement, hopefully in less time.

Could we pay for one or two parcels and reserve the others? And for how long?

These questions are addressed in the responses above. However, not certain if we fully understand what is meant by “reserve”? If ‘reserve’ means that the Town would be able to purchase land in phases, the answer is likely yes, for a defined period of time.

The entire purchase of 80 acres should be completed within 2 years after the Parties enter into a binding agreement, hopefully in less time.

Questions from Becky Guay, Operations Manager, Town of West Yellowstone Feb 3, 2014

Which 80 acres are we talking about? I know we've seen a map, but could you provide it again or provide a new one if there have been any changes.

Please see two FS maps depicting the 80 acres of NFS land as identified in legislation (Section 333). Also, see the Land Description (LDV) prepared by Janet Kempff, former FS Land Surveyor.

Would it still be possible to make changes to the parcels selected by the Forest Service that would be available to the Town?

Not without new legislation. A few years ago, Town representatives put time and effort into seeking potential new or amended Congressional legislation.

Basically, the MT Congressional delegation showed no interest in sponsoring new legislation. The message we heard from Congressional staff is that the Town and FS should focus on completing the sale of the 80 acres as identified in the 2003 legislation, rather than seek new legislation. We tend to agree. The FS does not advocate for new legislation.

Does the Town have the "first right of refusal for purchasing all or part of these 80 acres?"

To meet Federal appraisal standards, the 80 acres of NFS land will need to be appraised as one property ("larger parcel"). The Town and FS will need to enter into a binding agreement to purchase the entire property @ approved appraised value. The binding agreement will "lock in" the overall appraised value and purchase price, eliminating need for costly re-appraisal(s).

Within that overall binding agreement, the Town will likely be allowed to purchase the 80 acres of land in one or more phases over a defined period of time.

Does the Town have to purchase ALL of the 80 acres? If we don't have to purchase it in its entirety, what is the minimum number of acres the FS would sell to the Town? Does the purchase need to be contiguous acres, or could they be spaced apart?

Based on the Town's adopted Growth Policy, Town Council Resolution #469, and the 'Agreement of Intent' entered into by the FS and Town, every indication is that the Town definitely wants and intends to purchase all 80 acres. Both parties will enter into a binding agreement to purchase the entire 80 acres @ appraised value. The agreement will "lock in" the overall purchase price. The Town will likely be able to purchase the 80 acres in phases over a defined period of time. The minimum size parcel in any one transaction will likely be 20 acres. The entire purchase of 80 acres should be completed within 2 years.

If this understanding is not accurate, the Town should inform the FS as soon as possible.

If the Town chooses not to purchase all or a portion of the property, will the FS then make the land available for sale to the public?

Again, based on the Town's Growth Policy, Resolution #469, and the 'Agreement of Intent', every indication is that the Town of WY wants and intends to purchase all 80 acres.

The FS would have legal authority under Section 333 to make the land available to the public through a competitive bid process, as was done for the WY Administrative Site. However, in offering the 80 acres directly to the Town at appraised value, the FS goal is to address the Town's needs for expansion, growth, infrastructure, schools, and other community needs.

How long will the process to complete the sale take? What timeframe do you anticipate that the Town would either need the cash or have arranged for some type of financing to purchase the land?

FS estimates that it will take close to a full year for the parties to obtain an appraisal to federal standards and then enter into a binding sale agreement. The entire purchase of 80 acres should be completed within 2 years of the date the parties enter into the sale agreement.

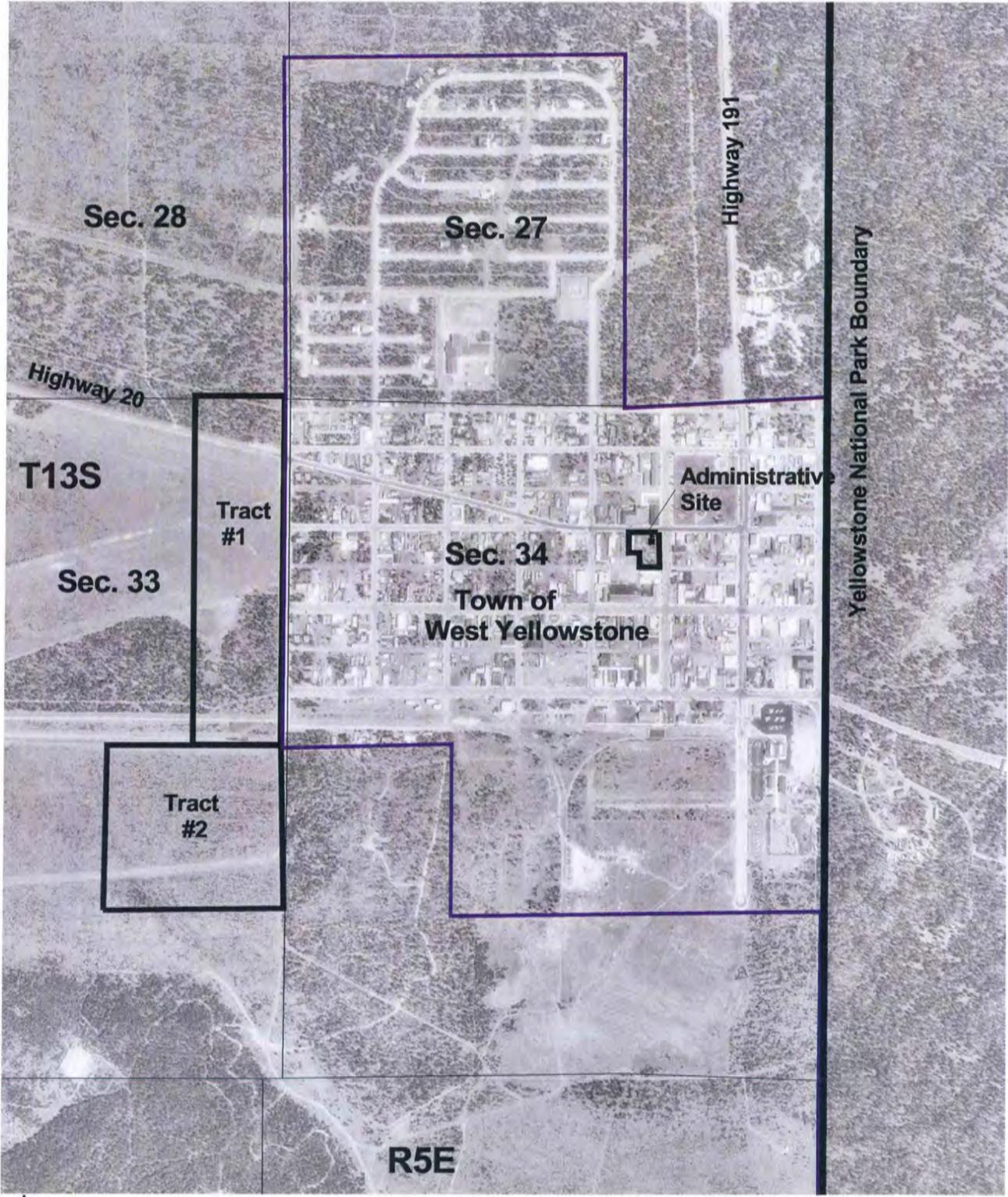
---End of questions to date---

Land parcels subject to Section 333 of the Interior and Related Agencies 2004 Appropriations Act

- Parcels Identified in Section 333 2004 Appropriations Act
- Town of West Yellowstone



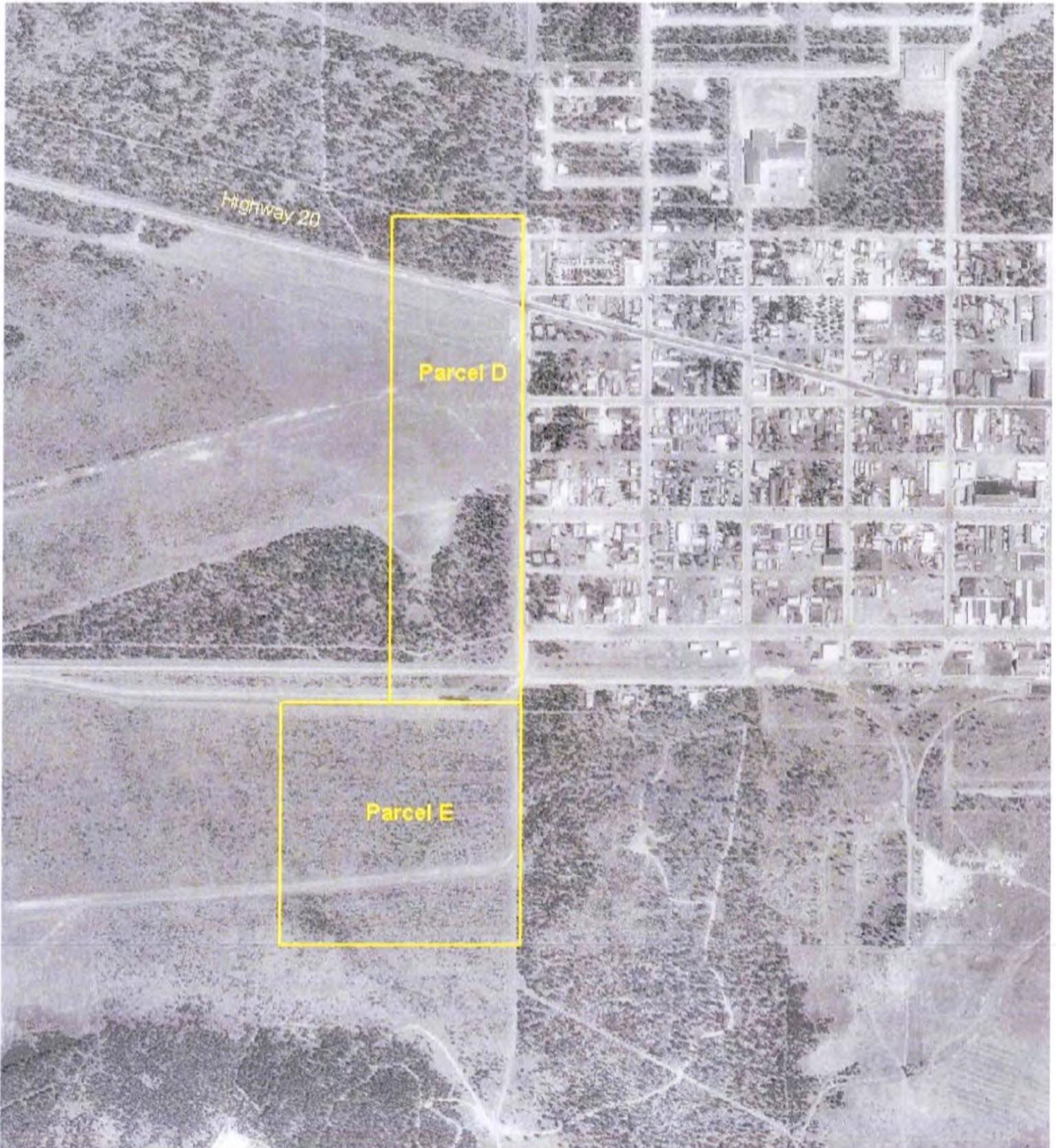
Parcel locations are approximate



jsr

Land parcels subject to Section 333 of the Rider
to the
Interior and Related Agencies 2004 Appropriations Act

500 0 500 1000 Feet



memo

TOWN OF WEST YELLOWSTONE

Date: February 14, 2014
To: Honorable Mayor and Town Council
From: Becky Guay, Operations Manager *BJ*
Regarding: Police Commission Application Review Procedure

Recommendation

The Police Commission, the Operations Manager and the Police Chief unanimously recommend the Town Council approve the attached procedure that the Police Commission shall follow to evaluate applicants for the West Yellowstone Police Department (WYPD).

Discussion

At the request of the Town Council, the Police Commission has met three times in the last several weeks to develop a procedure that the Commission will follow to evaluate applicants for the West Yellowstone Police Department.

The attached procedure has been approved by the Police Commission and the Town Attorney. It is similar to past practice with a few notable exceptions as follows:

1. The Commission recommends that entry-level applicants (applicants that are not police officers certified Montana POST, or by Police Academies in other States) selected to participate in the panel interview portion of the evaluation take the written National Police Officer Selection Test. This is the same test used by the Montana Highway Patrol to evaluate officer candidates. The Town will administer this test on the same day that panel interviews are conducted. The test costs approximately \$15 per applicant and includes sections to evaluate math, reading comprehension, grammar, and report writing skills.
2. The Town Attorney advises that applicants be asked whether they would like to invoke their right to privacy by being interviewed at a closed meeting. If so, the Commission Chair will make a finding that the individual's right to privacy supersedes the public's right to know and will close the meeting to perform the interview.
3. The panel interview will be conducted solely by the Police Commission. Interview questions will be developed by the Commission and approved by the OM and Town Attorney. The Commission will then recommend candidates that will be subject to an extensive background

check. Background checks will be conducted by the WYPD. Results of the checks will be forwarded to the Police Commission. Commissioners will certify selected applicants as qualified for appointment for the probationary period to the WYPD.

4. The Town then conducts its own evaluation of the certified applicants and issues a conditional offer of employment to one of the applicants. If the candidate accepts the conditional offer, he or she must pass a psychological examination, physical fitness examination and an in-depth physical. Failure to successfully complete any of these examinations will cause the conditional offer to be rescinded and the Town may select another certified applicant or initiate a new recruitment.

5. The OM will present the successful certified applicant to the Town Council for confirmation.

Town of West Yellowstone

Police Commission Procedures

February 2014

Role of Police Commission: Examine all applicants whose applications have been referred to the commission as to their age, legal, mental, moral, and physical qualifications and their ability to fill the office as a member of the police force. § 7-32-4152 MCA

Recommended Procedure

1. Applications are submitted to Job & Social Services, ("JSS").
2. JSS staff reviews applications, redacting privileged information (actual age, social security numbers, etc.). Develop list with contact information of all applicants.
3. JSS forwards applications to Operations Manager, ("OM").
4. OM refers applications to Police Commissioners.
 - a. Commissioners individually review the applications to determine if applicants meet the minimum requirements to be a police officer. Minimum requirements include:
 - i. Have a valid driver's license from any State
 - ii. Be a citizen of the United States
 - iii. Be at least 18 years of age at the time of application.
 - iv. Be a high school graduate or have passed the general education development test and have been issued an equivalency certificate by the superintendent of public instruction, an appropriate issuing agency, another state or the federal government.
 - v. May not have been convicted of a crime for which he or she could have been imprisoned in a federal or state penitentiary.
 - b. Commissioners review applications and score/rank each application according to the criteria identified in the job description and application scoring sheet (see Attachments A and B).
 - c. Commissioners submit scores to OM. OM consolidates scores and recommends applicants to advance to the next step in the evaluation process, based on consolidated scores.
5. To evaluate the mental qualifications of the selected candidates, the Town, or an agent thereof, will administer the National Police Officer Selection Test to entry-level candidates. (See Attachment C. This is the same test used by the Montana Highway Patrol. POST certified candidates and officers certified in other states may skip this test).
 - a. This test will be administered at the same time the applicants are present for the panel interview discussed in number 6 below.
6. To evaluate the candidate's ability to fill the office as a member of the West Yellowstone Police Department, the selected candidates will be subject to a panel interview by Police Commissioners. Each applicant shall be given the opportunity to state whether he/she

wants the interview to be conducted in a closed meeting or he or she may waive their right to privacy and the interview may be conducted in an open meeting.

Applicants must appear in person for the interview. Telephone or video conference interviews will not be offered. All interviewees will be asked the same questions. Interview questions will be developed by the Police Commission with input from the Chief of Police and OM. The OM and/or the Town Attorney shall review the slate of questions prior to the interviews to ensure that the questions are legal to ask. The Police Commission will score the interviews. The most highly scored candidates will be referred to the next step. (See Attachment D for an example of potential questions for police officer candidates.)

7. To evaluate **legal** and **moral** qualifications of the candidates advancing to this step in the process, the selected candidates will be subject to a **background check**, conducted by the WYPD including, but not limited to, the following:
 - a. Criminal history records check
 - b. Driving records history check
 - c. Previous employer reference check(s)
 - d. Credit check
 - e. Fingerprint check

The results of these investigations will be forwarded to Police Commissioners. The Police Commission will determine which candidates have passed the above checks.

8. The successful candidates shall be certified by the Police Commission as qualified for appointment for the probationary period to the WYPD.
9. The Police Commission shall forward the applications of all certified candidates to the OM. The Town reserves the right to reject any or all candidates certified by the Police Commission and initiate a new recruitment. If the Town is satisfied with one or more of the certified applicants, it will initiate its own hiring process, conducted according to established Town policies and procedures, and issue a **conditional offer of employment** to one of the certified applicants. The Town's selection process may include interviews, additional background investigations, and whatever other examinations, processes, or procedures the Town deems necessary to select the most qualified applicant for the position.
10. After the Town issues a conditional offer of employment that is accepted by the candidate, the candidate must pass a psychological evaluation, physical fitness examination (the Montana Physical Abilities Test (MPAT)), and an in-depth physical. Failure to successfully complete any of these examinations will negate the conditional offer of employment and the Town may issue a conditional offer of employment to another certified applicant if deemed in the best interest of the Town, or initiate a new recruitment.
11. The OM will present the successful certified applicant to the Town Council for confirmation. Upon confirmation, the Town will issue a formal offer of employment to the candidate.

TOWN OF WEST YELLOWSTONE

July 2008

ATTACHMENT A

POSITION: Police Patrol Officer

DEPARTMENT: Police

ACCOUNTABLE TO: Police Sergeant and Police Chief

STATUS: Regular Full-time

PRIMARY OBJECTIVE OF POSITION:

Under general supervision performs professional law enforcement and security work enforcing a variety of federal, state and local laws in order to provide for the security, safety and the protection of life and property.

JOB CHARACTERISTICS:

Nature of Work: This position performs basic law enforcement duties including crime prevention, investigations, arrests, and traffic regulation.

Personal Contact: Frequent contact with fellow employees, other police professionals, other law enforcement agencies, citizens and visitors.

Supervision Received: Police Sergeant or Chief of Police.

Essential Functions: Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills, and other characteristics. The list of job characteristic is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class.

Position requires a variety of physical movements and occasionally requires substantial physical effort; work requires routine contact with undesirable physical conditions that may not be modifiable or controllable. This position requires the ability to meet the physical requirements as set forth by the Montana Police Officer's Standards and Training requirements. Must maintain competency and skills through continuing education and professional training. Position is subject to rotating shifts per the West Yellowstone Personnel Policies and Procedures Manual and collective bargaining agreements.

TYPICAL DUTIES AND RESPONSIBILITIES:

Patrols community in a vehicle or on foot, communicates with the citizens and visitors, investigates incidents for the enforcement of law and order and the protection of life and property; answers and responds to calls for assistance; controls and manages scenes of disorder or crime; observes and reports traffic hazards; assists in controlling traffic at emergency scenes; investigates and prepares reports on accidents, offenses, and damage to property; provides directions and information on request; notifies radio dispatcher of location and activities; investigates complaints, disturbances, domestic disputes, animal problems, vandalism, burglaries, illegal entries, traffic accidents, illegal drug use, assaults and homicides, encroachments on Town property; collects evidence, performs field sobriety tests; issues citations, verbal and written warnings; makes arrests;

Performs criminal investigation duties for misdemeanor and felony offenses; secures evidence, transmits evidence to crime labs, photographs crime scenes, canvases and interviews witnesses, compiles court documents, prepares necessary correspondence regarding cases assigned; develops informants and other sources of information, makes arrests; assists with the local crime prevention programs; assists prosecutors in preparing cases; develops court exhibits; testifies in court; writes investigative reports;

Serves legal papers and arrest warrants; serves legal notices to appear to alleged law violators; transports and processes prisoners; appears as a witness at hearings and court proceedings; prepares and submits reports; monitors and directs traffic and performs crowd control duties for community events; administers emergency first aid; assists ambulance personnel, fire department and public works staff as needed; prepares reports on activities, investigations and operations as directed;

Briefs supervisors and other officers on police matters; assists other agencies or departments as needed; registers and books prisoners; provides treatment and care for prisoners; may monitor or maintain jail facility; may instruct or assist in training of other personnel; may act as Incident Commander in emergency situations; performs other duties as assigned.

EDUCATION AND EXPERIENCE:

The above knowledge, skills and abilities are usually acquired through a combination of education and experience equivalent to graduation from high school, and completion of college or police institute training courses or equivalent duties and responsibilities. Two to five years experience as a Police Officer and completion of the Montana Law Enforcement Academy (MLEA) Basic Course, or equivalent, is preferred. Successful candidate must possess a current and valid driver's license, and must obtain a Montana drivers license within 60 days of initial appointment. Appointees who attend MLEA Basic Course as Town employees may be required to sign service/payback agreement as a condition of employment.

JOB PERFORMANCE STANDARDS:

Examples of job performance standards include, but are not limited to, the following:

- Knowledge of federal, state and town laws, regulations and ordinances;
- Knowledge of the principles and practices of community law enforcement;
- Knowledge and application of laws governing custody of persons, search and seizure, and rules of evidence;
- Knowledge of current best practice in investigating criminal activities;
- Ability to respond to emergency situations according to prescribed procedures and protocols;
- Ability to respond to calls within time limits prescribed by standard operating procedure.
- Ability to interview suspects and prisoners according to prescribed protocols and procedures;
- Ability to maintain confidentiality policies and procedures;
- Ability to record information and maintain records according to prescribed procedures;
- Skill in written and personal communication;
- Skill in establishing and maintaining effective working relationships with fellow employees, other agencies, supervisor, citizens and visitors.

APPLICANT EVALUATION FORM COVER SHEET

ATTACHMENT B



Position Title: Police Officer Department: Police

=====
 List the primary objectives of the position:

- | | | | |
|----|---|----|--------------|
| 1. | <u>Performs law enforcement and security work</u> | 2. | <u>_____</u> |
| 3. | <u>_____</u> | 4. | <u>_____</u> |
| 5. | <u>_____</u> | 6. | <u>_____</u> |
| 7. | <u>_____</u> | 8. | <u>_____</u> |

=====
 (A) List the minimum knowledge, skills and abilities as well as vocation, training and experience requirements for the position. In Column A, of the evaluation sheet indicate whether the applicant(s) meet(s) the minimum qualifications ("yes" or "no"). If the applicant(s) does not meet the minimum qualifications, write "no" and explain.

- | | | | |
|----|----------------------|----|--------------|
| 1. | <u>HS graduation</u> | 2. | <u>_____</u> |
| 3. | <u>_____</u> | 4. | <u>_____</u> |
| 5. | <u>_____</u> | 6. | <u>_____</u> |
| 7. | <u>_____</u> | 8. | <u>_____</u> |

=====
 (B) List the education and training criteria for the position, then rate the candidates. (Minimum qualifications should be 1 pt; "ideal" qualifications should be 5 pts.) Enter the rating in Column B.

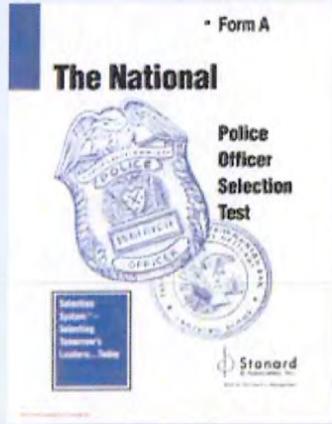
- | | | | |
|-------|---------------------------------------|-------|------------------|
| 1 pt | <u>HS graduation</u> | 2 pts | <u>_____</u> |
| 3 pts | <u>2 yr college/AA degree</u> | 4 pts | <u>MLEA grad</u> |
| | <u>police science/</u> | | <u>_____</u> |
| 5 pts | <u>MLEA grad + POST certification</u> | | <u>_____</u> |

(These equivalents must be directly related to the job.)

=====
 (C) Rate the applicant's skills and abilities using the criteria listed below (10 pts). These criteria must be directly related to the position and the points must be justified either in the comment section or on a separate page. Enter the skill and ability score in Column C.

- | | |
|-------|--|
| 3 pts | <u>Public contact (1 pt/yr)</u> |
| 5 pts | <u>Law enforcement experience, including private security, military, game warden, ranger or dispatch (1 pt/yr)</u> |
| 1 pt | <u>Computer experience (use of PC and word processing software)</u> |
| 1 pt | <u>Public sector/government experience</u> |

=====
 (D) In Column D, enter the total of Columns B and C. Interviews should be offered to the top "band" of applicants.



The National Police Officer Selection Test (POST)

COMPONENTS

Arithmetic

Tests a candidate's ability to perform simple arithmetic, such as addition, subtraction, multiplication and division. This section presents scenarios related to law enforcement, but does not require previous law enforcement experience to answer.

Reading Comprehension

Tests a candidate's ability to understand written words, as well as the ideas and concepts associated with them. Information is presented in a law enforcement context without requiring previous knowledge of law enforcement to answer questions.

Grammar

Tests a candidate's ability to spell and use grammar and punctuation correctly. This section requires candidates to correctly complete sentences and identify misspelled words.

Report Writing

Tests a candidate's ability to produce complete sentences with correct spelling, grammar and punctuation. The section requires writing answers based on an incident report form.

HIGHLIGHTS

- Developed specifically for law enforcement agencies
- Assesses incident report writing skills
- Predicts training and job success
- Alternate forms available
- Economical for agencies of all sizes
- Convenient self-score versions available
- Applicant Study Guide available
- On-line Job Task Analysis available to establish local content validity evidence



"I think the POST is great. We are very pleased with the product, and just as importantly, the customer service behind the product. Both are of the highest quality. The product itself is relevant to entry-level law enforcement duties and if a department is self-grading, the design of the test makes it a breeze to score. We appreciate having a product of this caliber to assist in our Police Officer selection process."

– Michele Smith, Human Resources /
Employment / Recruitment
City of Topeka, Kansas



The National



Police Officer Selection Test

Product Information Packet

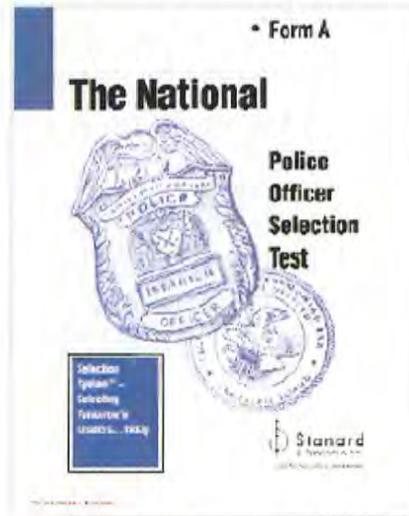
Selection
System™—
Selecting
Tomorrow's
Leaders...Today



The NATIONAL POLICE OFFICER SELECTION TEST (POST)

The entry-level selection instrument of choice for law enforcement agencies for over a decade

The POST is designed to measure basic skills – reading, writing and arithmetic – that are important for successfully learning and performing an entry-level, law enforcement position. The POST can help your department select the most qualified applicants cost effectively, eliminating the time and expense involved in interviewing, screening and training candidates who lack fundamental skills for the job.



Why Choose the POST?

- Shown to predict law enforcement training success and job performance
- Backed by extensive research and current validation studies
- Purchased by over 1,000 agencies nationwide
- Used in every state in the continental U.S., as well as Canada
- Distributed through 24 State Police Chief Associations

Components of the POST

The POST is a timed test divided into four sections. The time allotment for each section is only imposed for administrative efficiency. The times are designed to allow the vast majority of applicants (at least 90%) to complete all of the items within the section. In each of the sections, the questions are presented in a law enforcement context, but applicants do not need any previous knowledge of law enforcement to answer the questions correctly.

POST Section	Description	Number of Items	Minutes Allotted
Arithmetic	This section measures a person's ability to add, subtract, multiply, divide, determine percentages and calculate averages.	20	20
Reading Comprehension	This section measures a person's ability to understand written words and the ideas associated with them.	25	25
Grammar	This section measures a person's ability to spell and use grammar and punctuation correctly.	20	15
Incident Report Writing	This section measures a person's ability to write complete sentences with correct spelling, grammar and punctuation.	10	15
TOTAL		75	1 hour, 15 minutes

The POST may be scored by Stanard & Associates or purchased in a convenient self-score version that allows departments to score the POST on-site.

The POST is available in alternate forms, enabling departments to administer different forms across multiple administrations. An administration guide and applicant study guide are also available to facilitate the testing process.

Section Descriptions and Sample Test Items

SECTION 1: ARITHMETIC

Description

This section of the test consists of 20 questions which require the use of basic arithmetic. The questions are based on information in a table or in a word problem. Calculators are not allowed and scratch paper is provided for performing calculations.

Sample Questions

QTY	DESCRIPTION	SERIAL NUMBER	VALUE
1	Computer	1452101	\$ 1,549.95
1	Printer	1670-E	\$ 150.00
1	Camera	546223-S01	\$ 120.00
1	Cell Phone	45687540	\$ 149.95

1. What is the combined value of all the stolen property listed in the table above?
 - A. \$ 1,969.90
 - B. \$ 1,996.90
 - C. \$ 2,069.90
 - D. \$ 2,096.90

2. A car was traveling 55 miles per hour in a 25 mph zone. If the driver is fined \$10.00 for each mile per hour over the speed limit, what is the amount of the fine?
 - A. \$ 25.00
 - B. \$ 55.00
 - C. \$ 250.00
 - D. \$ 300.00

In Question 1, the correct answer is **A**, because $1,549.95 + 150 + 120 + 149.95 = 1,969.90$.

In Question 2, the correct answer is **D**, because the driver was traveling 30 miles over the speed limit ($55 - 25 = 30$), and $30 \times \$10 = \300.00 .

SECTION 2: READING COMPREHENSION

Description

This section of the POST consists of a number of short paragraphs followed by questions. The information needed to answer the questions is contained in the paragraphs. In some instances, applicants will have to draw a conclusion based on the information given.

Sample Passage

When conducting investigations, police primarily gather two sources of information – information about people and about things. The field officer deals almost exclusively with people and their human frailties in perception and communication. The crime scene investigator (CSI) works with inanimate objects which cannot deceive, fight or escape. Both tasks are equally important but require different skills and techniques. Trial and appellate court cases have shown that the evidentiary value of information obtained from objects is higher than that obtained from persons. Unlike witness testimony, physical evidence speaks for itself, doesn't lie and is unaffected by emotions.

Sample Questions

1. According to the passage, which of the following would cause a greater impact in court?
 - A. The testimony of an eyewitness to a crime
 - B. A footprint found at the scene of a crime
 - C. A police officer's notes of a crime scene
 - D. A victim's theory on the motive for the crime

2. Based on the information in the passage, it can be concluded that the crime scene investigator
 - A. uses the same techniques as a field officer
 - B. deals with people more frequently than the field officer
 - C. would be responsible for finding fingerprints on a weapon
 - D. is more important to an investigation than the field officer

In Question 1, the correct answer is **B**, because according to the information provided in the passage, evidence based on objects has a higher value in court than a person's testimony, and choices A, C and D are all forms of testimony.

In Question 2, the correct answer is **C**, because according to the information provided in the passage, the CSI uses different techniques than a field officer does (A), deals mostly with objects (B and C) and completes tasks that are equally important to those of a field officer (D).

SECTION 3: GRAMMAR

Description

This section of the POST requires the applicant to identify errors in grammar, punctuation or spelling. There are two types of multiple choice questions in this section. In the first type, the applicant must choose the alternative that best completes a sentence. In the second type, sentences are presented which may contain a spelling error and the applicant must indicate which word, if any, is misspelled.

Sample Questions

1. According to a recent study, the hot spots for car thefts are coastal or border _____ where criminals can easily ship the stolen vehicles out of the country.
 - A. city
 - B. citys
 - C. cities
 - D. city's

2. Of the 30 metropolitan areas with the highest car theft rates, twenty _____ easy access to export markets.
 - A. has
 - B. was
 - C. have
 - D. were

Indicate which word in the sentence is misspelled.

3. Despite persistant threats, the officer could not issue a restraining order against a citizen's stalker.
 - A. stalker
 - B. restraining
 - C. citizen
 - D. persistant

In Question 1, the correct answer is **C**, the plural form of "city."

In Question 2, the correct answer is **C**, because based on the structure of the rest of the sentence, the present, plural form of the verb should be used.

In Question 3, the correct answer is **D** because the correct spelling is "persistent."

SECTION 4. INCIDENT REPORT WRITING

Description

This section of the POST tests an applicant's writing skills. Applicants answer questions based on the information provided in a sample incident report form. Answers must be written in complete sentences using proper spelling, grammar and punctuation.

Sample Questions

INCIDENT REPORT--POLICE DEPARTMENT											
1. ADDRESS OF INCIDENT		2. OFFENSE		3. CODE		4. DATE					
711 W Magnolia		Burglary		A6-250		Nov 11					
5. NAME OF VICTIM: INDIVIDUAL OR BUSINESS				6. ADDRESS		PHONE					
Thomas Stanton				711 W. Magnolia		753-9267					
7. ASSIGNED OFFICERS/BADGE NUMBERS		8. AGE OF VICTIM		9. RACE OF VICTIM		10. VICTIM'S DATE OF BIRTH					
David Crosby #201 Chris Taylor #176		43		White		08/05/80					
11. NAME OF SUSPECT				12. ADDRESS							
Eric Harvey				246 Ivy Lane							
13. AGE		14. RACE		15. SEX		16. DATE OF BIRTH		17. HEIGHT		18. WEIGHT	
19		White		Male		04/22		5'10"		180	
19. HAIR		20. EYES		21. PHYSICAL DESCRIPTION							
Brown		Blue		Wearing black sweatpants, gray sweatshirt							
22. CHARGES											
Burglary											
23. ITEM			24. BRAND			25. SERIAL NUMBER			26. VALUE		
Cash									\$150.00		
27. ITEM			28. BRAND			29. SERIAL NUMBER			30. VALUE		
Jewelry									\$600.00		
31. ITEM			32. BRAND			33. SERIAL NUMBER			34. VALUE		
MP3 Player			Apple			AE98RL567B901			\$200.00		
35. <u>David Crosby #201</u> SIGNATURE OF OFFICER/BADGE NUMBER											

1. What is the name of the suspect?

The suspect's name is Eric Harvey.

2. What is the value of the MP3 player?

The value of the MP3 player is \$200.00.

Test Validity

The POST was created based on a rigorous development and validation process involving law enforcement officers from across the country. Ongoing research initiatives have been conducted, resulting in an impressive body of validity evidence supporting its use in law enforcement settings. In addition, it has been found that the POST demonstrates criterion-related validity in that it is a successful predictor of law enforcement training success and job performance.

Detailed information on the POST's extensive development and validation studies can be obtained from Stanard & Associates upon request.

Pricing

The cost of the POST varies by the version purchased (i.e., whether it is the version scored by Stanard & Associates or the self-score version) and the quantity ordered, as outlined below.

Version of POST	Cost Per Test		
	1-250 Tests	251-500 Tests	501+ Tests
S&A-Scored Test	\$ 24.50	\$ 23.50	\$ 22.00
Self-Score Test	\$ 15.00	\$ 14.00	\$ 13.00
POST Manuals		Cost Per Manual	
Administration Guide for the S&A -Scored Test*		\$ 8.00	
Examiner's Manual for the Self-Score Test*		\$ 10.00	
Study Guide for Applicants		\$ 4.00	

*One Administration or Examiner's Manual must be purchased with the first order

Frequently-Asked Questions (FAQs)

How are the S&A-scored POST and self-score POST different?

The self-scored version of POST is constructed with a self-contained scoring key, allowing departments to tally the responses and score the tests on site. An examiner's manual is also provided with complete instructions for administering and scoring all sections of the POST.

The version of POST scored by Stanard & Associates is a scannable booklet. A law enforcement department using this version will ship the completed tests to Stanard & Associates, where the Incident Report Writing section is hand-scored and the test booklets are scanned and computer-scored. The department is then provided with a list of the applicants with their scores and pass/fail status.

If the S&A-scored version is used, how long will it take to receive the test results?

Depending on the number of applicants tested, it generally takes between 5 to 10 business days from receipt of the tests to process and provide results. We will work with departments to accommodate requests for specific due dates.

How long does it take to administer the POST?

The actual time required to take all four sections of the POST is one hour and 15 minutes, but with the reading of instructions, the passing out and collection of booklets, and the answering of questions, the total time to administer the POST is approximately 1 hour and 45 minutes.

What kind of information is covered in the study guide for applicants?

The applicant study guide provides an overview of the POST and the testing process. Applicants are given helpful information about how to prepare for the test, what the test entails, as well as sample questions for each section of the test. Applicants who review a study guide prior to taking a test become familiar with the types of questions that will be asked and have a good understanding of what to expect during the testing process.

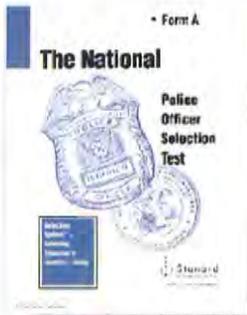
How can I order the POST?

To order the POST, contact Stanard & Associates at 800.367.6919 and ask for a Public Safety Sales Consultant.

Stanard & Associates' Products and Services

Since 1976, Stanard & Associates, Inc. has been helping public safety agencies hire and promote the most qualified candidates efficiently and cost-effectively. Our wide array of research-based products and professional services addresses every phase of the employee life cycle, from entry-level selection tests and personality assessments, to promotional exams, assessment centers and other customized exercises for specialty and command positions.

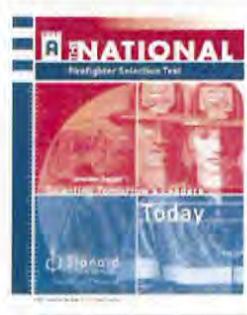
Off-The-Shelf Tests



**The National
Police Officer
Selection Test
(POST)**



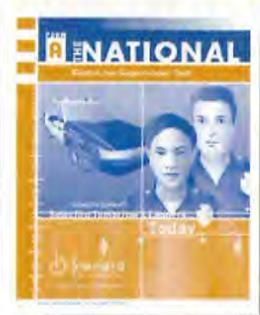
**The National
Dispatcher
Selection Test
(NDST)**



**The National
Firefighter Selection
Test (NFST and
NFST-EMS)**



**The National
Corrections Officer
Selection Test
(NCST)**



**The National First-
Line (NFLST) and
Second-Line (NSLST)
Supervisor Tests**

Professional Services

- Agency-specific Promotional Exams
- Job Analysis/Test Validation
- Testing Tutorial Sessions
- Oral Board Development
- Assessment Centers
- Physical Ability Testing
- Entry-level Psychological Evaluations
- Fitness-For-Duty Evaluations
- Management Assessments
- Custom Project Work



309 West Washington St., Suite 1000
Chicago, IL 60606
stanard.com

312.553.0213
(toll-free) 800.367.6919
(fax) 312.553.0218

C-11

Police Officer Interview Questions

Total Score: _____

Interviewer: _____

Candidate: _____

Interview Panel Members: Please rate the candidates response to the following questions on a scale from zero (0), meaning did not answer the question, to five (5) meaning best possible answer. At the completion of the interview, please add the scores to each question to obtain an overall total and write this number in the line indicated at the top of the form. Thank you.

Score

_____ 1. Why do you want to be a police officer in the Town of West Yellowstone?

_____ 2. Define the word, "Mandatory." What does it mean to you?

_____ 3. Explain your understanding of the chain of command. What is it? What is it for? How does it work? Under what circumstances might you circumvent it?

_____ 4. What character traits are most important in being a good, effective law enforcement officer?

_____ 5. Everyone has prejudices? What prejudices do you tolerate in yourself? What prejudices don't you tolerate in others?

Score

- _____ 6. Tell us how you would go about learning this community.
- _____ 7. What kind of challenges to you expect to face in policing this community?
- _____ 8. What advice would you give to someone that is thinking about a career in law enforcement?
- _____ 9. As a patrol officer, what things do you consider it essential to do on every shift?
- _____ 10. If you were selected for this job, where do you see yourself in five years?

January 29, 2014

Mr. David S. Stelling
Federal Aviation Administration
Northwest Mountain Region, Airports Division
Helena Airports District Office
2725 Skyway Drive, Suite 2
Helena, Montana 59602

Dear Mr. Stelling,

The Town of West Yellowstone is hereby responding to the public comment notice on the Federal Register Vol. 79, No. 18, "Notice of Request to Release Deed Restrictions at the Yellowstone Airport, West Yellowstone, Montana."

The Town of West Yellowstone is proud of its partnership history with the Yellowstone Airport and is pleased to hear of the Montana Department of Transportation's request to release deed restrictions at the airport. The Town understands that that the Montana Department of Transportation is requesting release from the following deed restrictions:

- a. **Deed Restriction 1** – Release the airport from the restriction that the land must be used for airport development and allow potential non-airport development to generate revenue for airport operations and maintenance.
- b. **Deed Restriction 6** – Release the airport from the requirement that the US Departments of Agriculture and Interior may use the airport at no charge in order to maintain financial viability.
- c. **Deed Restriction 7** – Release the airport from the restriction that no commercial overnight facilities (hotels, motels) be constructed on the property.
- d. **Deed Restriction 8** – Release the airport from the restriction that commercial advertising signs are prohibited within the airport access road are

Eliminating these restrictions will allow Yellowstone Airport to pursue additional revenue options for maintaining and operating the airport which serves our community. The Town is in full support of this request.

The Town of West Yellowstone is delighted to hear the airport will have more economic opportunities and urge your support of this request to improve the only commercial air service to our region.

Sincerely,

Brad Schmier
Mayor

Federal Aviation Administration,
 Detroit Airports District Office,
 11677 S. Wayne Road, Ste. 107,
 Romulus, MI 48174;
 Willow Run Airport,
 Mr. Sean Brosnan,
 801 Willow Run Airport,
 Ypsilanti, MI 48198.

Questions may be directed to the
 individual named above under the
 heading, **FOR FURTHER INFORMATION
 CONTACT**.

Issued in Romulus, Michigan: January 15,
 2014.

John L. Mayfield, Jr.,

Manager, Detroit Airports District Office.

[FR Doc. 2014-01560 Filed 1-27-14; 8:45 am]

BILLING CODE 4910-13-P

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

**Notice of Request To Release Airport
 Property**

AGENCY: Federal Aviation
 Administration (FAA), DOT.

ACTION: Notice of intent to rule on
 request to release airport property at the
 Colonel James Jabara Airport (AAO),
 Wichita, Kansas.

SUMMARY: The FAA proposes to rule and
 invites public comment on the release of
 land at the Colonel James Jabara Airport
 (AAO), Wichita, Kansas, under the
 provisions of 49 U.S.C. 47107(h)(2).

DATES: Comments must be received on
 or before February 27, 2014.

ADDRESSES: Comments on this
 application may be mailed or delivered
 to the FAA at the following address:
 Lynn D. Martin, Airports Compliance
 Specialist, Federal Aviation
 Administration, Airports Division,
 ACE-610C, 901 Locust Room 364,
 Kansas City, MO 64106.

In addition, one copy of any
 comments submitted to the FAA must
 be mailed or delivered to: John Oswald,
 Airport Engineer, Colonel James Jabara
 Airport, Wichita Airport Authority;
 2173 Air Cargo Rd., Wichita, KS 67209,
 (316) 946-4700.

FOR FURTHER INFORMATION CONTACT:
 Lynn D. Martin, Airports Compliance
 Specialist, Federal Aviation
 Administration, Airports Division,
 ACE-610C, 901 Locust Room 364,
 Kansas City, MO 64106, (816) 329-2644,
lynn.martin@faa.gov.

The request to release property may
 be reviewed, by appointment, in person
 at this same location.

SUPPLEMENTARY INFORMATION: The FAA
 invites public comment on the request

to release approximately 5.22± acres of
 airport property at the Colonel James
 Jabara Airport (AAO) under the
 provisions of 49 U.S.C. 47107(h)(2). On
 September 15, 2013, the City of
 Wichita's Airport Engineer requested
 from the FAA that approximately 5.22±
 acres of property be released for sale to
 Sedgwick County Public Works for the
 purpose of road widening and utilities.
 On December 22, 2013, the FAA
 determined that the request to release
 property at Colonel James Jabara Airport
 (AAO) submitted by the Sponsor meets
 the procedural requirements of the
 Federal Aviation Administration and
 the release of the property does not and
 will not impact future aviation needs at
 the airport. The FAA may approve the
 request, in whole or in part, no sooner
 than thirty days after the publication of
 this Notice.

The following is a brief overview of
 the request:

Colonel James Jabara Airport (AAO) is
 proposing the release of a parcel,
 totaling 5.22± acres. The release of land
 is necessary to comply with Federal
 Aviation Administration Grant
 Assurances that do not allow federally
 acquired airport property to be used for
 non-aviation purposes. The sale of the
 subject property will result in the land
 at the Colonel James Jabara Airport
 (AAO) being changed from aeronautical
 to nonaeronautical use and release the
 surface lands from the conditions of the
 AIP Grant Agreement Grant Assurances,
 but retaining the mineral rights. In
 accordance with 49 U.S.C.
 47107(c)(2)(B)(i) and (iii), the airport
 will receive fair market value for the
 property.

Any person may inspect, by
 appointment, the request in person at
 the FAA office listed above under **FOR
 FURTHER INFORMATION CONTACT**. In
 addition, any person may, upon
 appointment and request, inspect the
 application, notice and other documents
 determined by the FAA to be related to
 the application in person at the Colonel
 James Jabara Airport.

Re-Issued in Kansas City, MO, on January
 16, 2014.

Jim A. Johnson,

Manager, Airports Division.

[FR Doc. 2014-01602 Filed 1-27-14; 8:45 am]

BILLING CODE 4910-13-P

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

**Notice of Intent To Rule on Request To
 Release Deed Restrictions at the
 Yellowstone Airport, West
 Yellowstone, Montana**

AGENCY: Federal Aviation
 Administration (FAA), DOT.

ACTION: Notice of request to release deed
 restrictions.

SUMMARY: The FAA proposes to rule and
 invites public comment on the release of
 deed restrictions at Yellowstone Airport
 under the provisions of Title 49, U.S.C.
 Section 47125.

DATES: Comments must be received on
 or before February 28, 2014.

ADDRESSES: Comments on this
 application may be mailed or delivered
 to the FAA at the following address: Mr.
 David S. Stelling, Manager, Federal
 Aviation Administration, Northwest
 Mountain Region, Airports Division,
 Helena Airports District Office, 2725
 Skyway Drive, Suite 2, Helena, Montana
 59602.

In addition, one copy of any
 comments submitted to the FAA must
 be mailed or delivered to Ms. Debbie
 Alke, Administrator, Montana
 Department of Transportation
 Aeronautics Division, at the following
 address: Ms. Debbie Alke,
 Administrator, Aeronautics Division,
 Montana Department of Transportation,
 P.O. Box 200507, Helena, MT 59620-
 0507.

FOR FURTHER INFORMATION CONTACT: Mr.
 Steve Engebrecht, Civil Engineer/
 Compliance Specialist, Federal Aviation
 Administration, Northwest Mountain
 Region, Helena Airports District Office,
 2725 Skyway Drive, Suite 2, Helena,
 Montana 59602.

The request to release deed
 restrictions may be reviewed, by
 appointment, in person at this same
 location.

SUPPLEMENTARY INFORMATION: The FAA
 invites public comment on the request
 to release deed restrictions at the
 Yellowstone Airport under the
 provisions of the Title 49, U.S.C. 47125.

The FAA Modernization and Reform
 Act of 2012, HR 658, Section 817, gave
 the Secretary of Transportation the
 authorization to grant an airport, city, or
 county release from any of the terms,
 conditions, reservations, or restrictions
 contained in a deed under which the
 United States conveyed to the airport,
 city, or county an interest in real
 property for airport purposes pursuant
 to Section 16 of the Federal Airport Act

(60 Stat. 179) or Section 23 of the Airport and Airway Development Act of 1970 (84 Stat. 232).

On January 9, 2014, the FAA determined that the request to release deed restrictions at the Yellowstone Airport submitted by the Montana Department of Transportation meets the procedural requirements of the Federal Aviation Administration. The FAA may approve the request, in whole or in part, no later than February 28, 2014.

The following is a brief overview of the request:

The Montana Department of Transportation is proposing the release of deed restrictions at the Yellowstone Airport from a Correction Deed issued on August 12, 1968. On October 7, 1963, a deed containing restrictions transferred the airport property from the United States to the State of Montana. The airport was built in 1963 as a cooperative effort between the United States Departments of the Interior and Agriculture, the Federal Aviation Administration (FAA), and the State of Montana. A subsequent Correction Deed (correcting the legal description) issued on August 12, 1968 contains those same restrictions, under which the airport has operated for 50 years. In an effort to make the airport more economically viable, the State of Montana and the Montana Department of Transportation (MDT) request the following deed restrictions be removed:

- Deed Restriction 1. "The State of Montana will use the lands herein conveyed for airport development.": Requesting release of 214.45 acres from this deed restriction in order to maintain financial viability by permitting possible development of these areas for non-airport development related purposes to generate new sources of income to operate and maintain the airport.

- Deed Restriction 6. "That all facilities of the airport developed with Federal aid and all those useable for landing and take-off of aircraft will be available at all times without charge for use by the Department of Agriculture and Interior in the conduct of its official business in common with other aircraft.": Requesting release of all airport property from this deed restriction in order to maintain financial viability by being permitted to charge for substantial use by the Department of Agriculture and Department of Interior aircraft, in compliance with Grant Assurance 27.

- Deed Restriction 7. "That no commercial overnight facilities, such as motels, hotels, or private residences will be constructed on the property herein conveyed.": Requesting release of

214.45 acres from this deed restriction in order to maintain financial viability by permitting possible development of commercial overnight facilities and generate new sources of income to operate and maintain the airport. MDT understands that residential development is non-compliant with its federal grant assurances and has no intention of allowing private residences to be constructed on airport property.

- Deed Restriction 8. "That commercial advertising signs will be prohibited within the airport access road area.": Requesting release of 104.93 acres from this deed restriction in order to maintain financial viability by permitting possible development of commercial advertising signs within the airport access road area and generate new sources of income to operate and maintain the airport.

Any person may inspect, by appointment, the request in person at the FAA office listed above under **FOR FURTHER INFORMATION CONTACT**.

In addition, any person may, upon appointment and request, inspect the request to release deed restrictions and other documents germane to the request in person at the Yellowstone Airport.

Issued in Helena, Montana, on January 17, 2014.

David S. Stelling,

Manager, Helena Airports District Office.

[FR Doc. 2014-01559 Filed 1-27-14; 8:45 am]

BILLING CODE 4910-13-P

DEPARTMENT OF TRANSPORTATION

Federal Motor Carrier Safety Administration

[Docket No. FMCSA-2006-26367]

Motor Carrier Safety Advisory Committee and Subcommittee: Public Meeting

AGENCY: Federal Motor Carrier Safety Administration (FMCSA), DOT.

ACTION: Notice of Meeting.

SUMMARY: FMCSA announces that its Motor Carrier Safety Advisory Committee (MCSAC) will meet on February 10-11, 2014, to provide ideas that Agency should consider for reauthorization of the surface transportation legislation. On February 12, 2014, MCSAC's Compliance, Safety and Accountability (CSA) subcommittee will convene. Meetings are open to the public for their entirety and there will be a period of time at the end of each day for the public to submit oral comments.

Times and Dates: The meeting will be held Monday-Tuesday, February 10-11,

2014, from 9 a.m. to 4:30 p.m., Eastern Daylight Time (EDT), at the Hilton Alexandria Old Town, 1767 King Street, Alexandria, VA 22314 in the Washington and Jefferson Rooms on the 2nd floor. On Wednesday, February 12, 2014, the CSA subcommittee will meet at that same location from 9 a.m. to 3 p.m. Copies of the MCSAC Task Statement and an agenda for the entire meeting will be made available in advance of the meeting at <http://mcsac.fmcsa.dot.gov>.

FOR FURTHER INFORMATION CONTACT: Ms. Shannon L. Watson, Senior Advisor to the Associate Administrator for Policy, Federal Motor Carrier Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue SE., Washington, DC 20590, (202) 385-2395, mcsac@dot.gov.

Services for Individuals With Disabilities

For information on facilities or services for individuals with disabilities or to request special assistance at the meeting, please contact Ms. Dana Larkin at (617) 494-2821 or dana.larkin@dot.gov by Wednesday, February 5, 2014.

SUPPLEMENTARY INFORMATION:

I. Background

MCSAC was established to provide FMCSA with advice and recommendations on motor carrier safety programs and motor carrier safety regulations. MCSAC is composed of 20 voting representatives from safety advocacy, safety enforcement, labor, and industry stakeholders of motor carrier safety. The diversity of the Committee ensures the requisite range of views and expertise necessary to discharge its responsibilities. The Committee operates as a discretionary committee under the authority of the U.S. Department of Transportation (DOT), established in accordance with the provisions of the Federal Advisory Committee Act (FACA), as amended, 5 U.S.C. App. 2. See FMCSA's MCSAC Web site for additional information about the committee's activities at <http://mcsac.fmcsa.dot.gov/>.

II. Meeting Participation

Oral comments from the public will be heard during the last half-hour of the meetings each day. Should all public comments be exhausted prior to the end of the specified period, the comment period will close. Members of the public may submit written comments on the topics to be considered during the meeting by Wednesday, February 5, 2014, to Federal Docket Management

**Town of West Yellowstone-
West Yellowstone Chamber of Commerce**

**Lease of Public Property
(Groomer Building)**

THIS LEASE made this 18th day of February, 2014, by and between the **TOWN OF WEST YELLOWSTONE**, a Municipal Corporation duly chartered under the laws of the State of Montana, hereinafter referred to a “Lessor”, and the **WEST YELLOWSTONE CHAMBER OF COMMERCE**, a Montana Not-For-Profit Corporation, hereinafter referred to as “Lessee”;

RECITALS:

Lessor desires to lease to the Lessee and Lessee desires to lease from the Lessor that certain real property described under the terms and conditions hereinafter set forth as follows, to wit:

1. **REAL ESTATE DESCRIPTION:**

The property to be leased by the Lessee from the Lessor is more specifically described as within the following boundaries and as shown on the attached **Exhibit A** and more commonly referred to as the Groomer Building, the (“Demised Premises”).

2. **TERMS OF LEASE:**

The term of this Lease shall be five (5) years from the date of signature. At that time, this Lease may be renewed for a term of up to five (5) additional years at expiration, provided that the Lessee shall give the Lessor at least 60 days’ notice in writing of the desire to renew this Lease for a like term and provided further that at the time of renewal the Lessor and Lessee may negotiate the terms and conditions of the lease, including but not limited rent, use and maintenance of the Demised Premises.

3. **RENT:**

The Lessee shall pay FIFTY and NO/100 Dollars (\$50.00) each year as rent, payable on or before April 1, 2014 and on or before December 31 of each year of the term of this Lease thereafter.

4. **USE:**

The Lessee shall use the Demised Premises for use by the Snowmobile Grooming Committee. The Lessor, in writing, shall specifically approve any change in use from that stated herein prior to the change. Lessee shall make its request for a change of use to the Lessor in writing at least 60 days prior to any proposed change.

5. **COMPLIANCE WITH PUBLIC AUTHORITIES:**

Lessee, at the Lessee's cost, shall promptly comply with all requirements of all municipal, state and federal laws now in force or which may hereafter be enforced pertaining to the Lessee's use of the Demised Premises.

6. **INDEMNITY:**

Lessee assumes all risk of injury or damages to persons or property in and about the Demised Premises and shall hold Lessor harmless therefrom, and indemnify Lessor against any claim for damage or injury to persons or property resulting from the use of the Demised Premises by the Lessee or the operation of the Lessee's facility on the Demised Premises. This indemnification shall not be construed to protect the Lessor against the consequences of negligent or intentional acts by the Lessor or any agent of the Lessor.

7. **INSURANCE:**

(1) **Liability Insurance**

Lessee shall hold Lessor free and harmless for all claims, damages, suits, demands or causes of action resulting from injuries to persons or property and arising therefrom or out of the use, occupancy, or condition of the Demised Premises and leasehold improvements, and shall carry, maintain and deposit proof with the Lessor of public liability insurance in such form and with such companies as shall be reasonably satisfactory to Lessor, naming or insuring the Lessor, as Lessor's interest may appear, against liability for personal or property damages caused or occurring on the Demised Premises or by Lessee, its agents, servants, employees or business invitees. Lessee shall furnish Lessor with certificates evidencing all of the foregoing insurance. The Lessee shall continue to maintain such public liability insurance while tenant remains in possession of the leased property in limits no less than \$2,000,000 per accident and \$1,000,000 per person.

(2) **Fire and Extended Coverage Insurance**

Lessee shall maintain fire and extended coverage insurance upon the Demised Premises and leasehold improvements and Lessee shall maintain insurance upon any contents, property or leasehold improvements owned or claimed by it.

8. **LESSEE'S CONSTRUCTION:**

Lessee may engage in any construction, alteration, or additions to the Demised Premises and make any agreement or contract therefore, but only after obtaining Lessor's written approval. Consent for Lessee's construction shall not be unreasonably withheld by the Lessor. Any improvements or fixtures constructed on the Demised Premises shall become the property of the Lessor at the end of this Lease.

9. **REPAIR AND MAINTENANCE; EXPLOSIVES AND FLAMMABLES:**

Lessee shall during the term of this Lease, at the Lessee's expense, keep the Demised Premises in good repair, including the roof, structure, exterior, plumbing, wiring, fixtures, landscaping and ground maintenance. It is further agreed that no gunpowder, gasoline, dynamite, or other explosives or inflammable material shall be stored or kept upon the Demised Premises. Nothing herein contained, however, shall prevent the storage of oil or gasoline upon the Demised Premises when the purpose for which the same are to be used, as indicated above, contemplates such storage; nor the storage of oil or gasoline where same are used by the Lessee for fuel in the business carried on by the Lessee on the leased premises, and are stored in quantities reasonable for such purposes; PROVIDED, however, that in all of said excepted cases, the Lessee shall strictly comply with all statutory and municipal regulations relating to the storage of such commodities.

10. **RIGHT OF WAY ACCESS AND COVERAGE REQUIREMENT:**

Any leasehold improvements located on the Demised Premises by the Lessee must leave access on right of way sufficient to allow maintenance of utilities located on and adjacent to the leased property. No structure that covers more than 50% of the right of way area may be erected on the Demised Premises and no leasehold improvement shall be placed within 15 feet of the south boundary of the Demised Premises.

Access to and through the Demised Premises shall be maintained and allowed for representatives of the Town, adjacent property owners and the general public for the duration of the lease.

11. **UTILITIES:**

Lessee shall during the term of this Lease, at the Lessee's expense, cover the cost of all utility services to the Demised Premises and leasehold improvements, including but not limited to electricity and gas. Lessor shall pay for sewer and water services.

12. **SIGNS ON PREMISES:**

Lessee shall have the right to erect, affix or display on the exterior of the leasehold improvement a single sign designating the name of the building. The Lessee may not erect any additional signs outside of the building except those associated with a particular event. Such signs may be placed on the Demised Premises for no longer than two weeks prior to the given event and must be removed immediately upon conclusion of the event. The Lessee may erect two (2) lock boxes on the property to collect trail fees and solicit donations for building maintenance. The Lessee may also erect a plaque on the interior of the building to recognize donors to the building construction and maintenance.

Nothing in the foregoing paragraph shall exclude reasonable direction and information signs, including trail maps and trail user information. Such direction and information signs may not include sponsorship or other information that could be construed as advertising for or advocacy of a particular business or product.

All signs, notices, plaques, and similar items are subject to the approval of Lessor and Lessee agrees that any unapproved signs shall be immediately removed.

13. **ASSESSMENTS AND TAXES:**

Lessee shall pay all taxes and assessments levied against the personal property belonging to it located on the Demised Premises.

14. **RIGHTS ON DEFAULT:**

Lessee shall be in default under this Lease if any one or more of the following events shall occur:

(1) If Lessee shall default in the payment of rent or the payment of any other money required to be paid by the Lessee, when the same shall become due, and such default shall continue for a period of thirty (30) days following written notice, given by Lessor to Lessee after the due date of such payment and specifying such default; or

(2) If Lessee shall default in the performance of any other duty of Lessee under this Lease or if the Lessee shall commit waste or allow a nuisance to exist on the Demised Premises, and default shall continue for a period of thirty (30) days following written notice given after such default, unless within said thirty (30) days Lessee shall cure such default, and shall thereafter continue to use reasonable diligence in curing the same; or

(3) Under the following circumstances:

- a. if the Lessee vacates or abandons the Demised Premises for more than thirty (30) days; or
- b. if the Lessee shall be adjudicated a bankrupt; or
- c. if a petition by or against Lessee for reorganization or adjustment or arrangement under any bankruptcy statute shall be approved, or
- d. if a receiver or keeper of the Demised Premises or any leasehold improvements thereon or income therefrom be appointed in any proceeding by or against Lessee, and not be discharged within thirty (30) days, or
- e. if the Lessee makes a general assignment of property for the benefits of its creditors;

A default on the part of the Lessee shall be deemed to exist under this Lease and this Lease may be terminated at the option of the Lessor in which event the Lessee shall vacate the Demised Premises and Lessor shall also have all remedies to which Lessor is entitled under applicable Montana Law.

Should Lessor breach any of the provisions of this Lease, Lessee shall give Lessor thirty (30) days notice during which Lessor may cure the default, and should Lessor fail to do so, Lessee may cancel this Lease upon at least thirty (30) days notice.

15. **WAIVER:**

No waiver of any breach of any term, covenant or condition of this Lease shall be construed to be a waiver of any preceding or succeeding breach of the same or any other term, covenant or condition. All covenants on the part of the Lessor and Lessee are hereby made conditions.

16. **SERVICE OF NOTICE:**

Any notice required to be given by one party to the other shall be in writing and may be served in person or served by certified mail, postage prepaid, through the United States Postal Service and addressed to the respective parties at the following addresses on mailing:

LESSEE	LESSOR
West Yellowstone Chamber of Commerce Box 458 West Yellowstone MT 59758	Town of West Yellowstone Box 1570 West Yellowstone MT 59758

17. **LESSOR-LESSEE RELATIONSHIP:**

The relationship between the parties hereto is that of Lessor and Lessee and nothing herein contained shall be construed or interpreted so as to make their relationship otherwise, or give the Lessee any ownership rights to the Demised Premises.

18. **CONDITION OF PROPERTY:**

The Lessee agrees to accept the Demised Premises in an “AS IS” condition.

19. **DESTRUCTION OF LEASEHOLD IMPROVEMENTS:**

If the leasehold improvements shall be damaged by fire, explosion, windstorm or any other casualty, then the Lessee may use the insurance proceeds to repair such damage and put the leasehold improvements in good and tenantable condition as rapidly as reasonably possible. Notwithstanding any other provisions of this paragraph to the contrary, if more than fifty percent (50%) of the insured value of the Demised Premises and leasehold improvements is destroyed, the Lessee may elect to terminate the lease. Termination of the Lease requires written notice to the Lessor within ninety (90) days after such damage occurs. If the Lease is terminated, it shall be the responsibility of the Lessee to complete any necessary repairs, reconstruction, clean up or removal of debris or any associated expenses in the event of the destruction of the improvements to the Demised Premises. If Lessee fails to complete such repairs, the Lessor shall complete the necessary repairs and shall be entitled to recover from the Lessee all costs.

20. **TERMINATION AND CANCELLATION OF LEASE:**

The Lessor may cancel the lease in the event that:

- A. The Town Council determines that public necessity or public interest requires the termination of the lease; or
- B. A court of law determines that the lease is null and void.

21. **OWNERSHIP OF LEASEHOLD IMPROVEMENTS IN EVENT OF DEFAULT, CANCELLATION OR LEASE TERMINATION:**

In the event of default, cancellation, termination or expiration of lease, ownership of all leasehold improvements upon the Demised Premises shall revert to the Lessor.

22. **SUCCESSORS AND ASSIGNS:**

This Lease shall be binding upon and inure to the benefit of the respective parties, their successors and assigns. No assignment or sublet or transfer of this lease may be made without the prior written consent of Lessor, such consent shall not be unreasonably withheld. Consent by Lessor to one or more assignments or subletting shall not operate as a waiver of Lessor's rights as to any subsequent assignments and subletting. In the event Lessee shall sublet any portion of the Demised Premises, the Lessee shall at all times remain fully responsible and liable for the payment of the rent and for compliance with all of its other obligations under this Lease.

In the event of the transfer and assignment by Lessor of its interest in this Lease and in the Demised Premises to a person expressly assuming Lessor's obligations under this Lease, Lessor shall thereby be released from any future obligations or duties hereunder, and Lessee agrees to look solely to such successor in interest of the Lessor for performance of such future obligations and duties.

Lessee shall not mortgage, pledge or otherwise encumber its interest in this Lease or in the Demised Premises, without the prior written consent of Lessor.

23. **ALL AGREEMENTS CONTAINED HEREIN:**

This Lease contains all of the agreements of the parties relating to the subject matter and it supersedes and cancels all prior written and oral agreements between them with reference to the real property referenced in paragraph 1 above.

24. **ATTORNEY'S FEES:**

In the event any suit is brought by either party against the other under this Lease, the successful party shall be entitled to reasonable attorney's fee and all costs, including but not limited to expert witness fees, regardless if the same were used at trial.

25. **SEVERABILITY:**

The laws of the State of Montana shall govern the interpretation, validity, performance, and enforcement of this Lease. If any provision of this Lease should be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seas as of the day and year first written.

LESSOR:

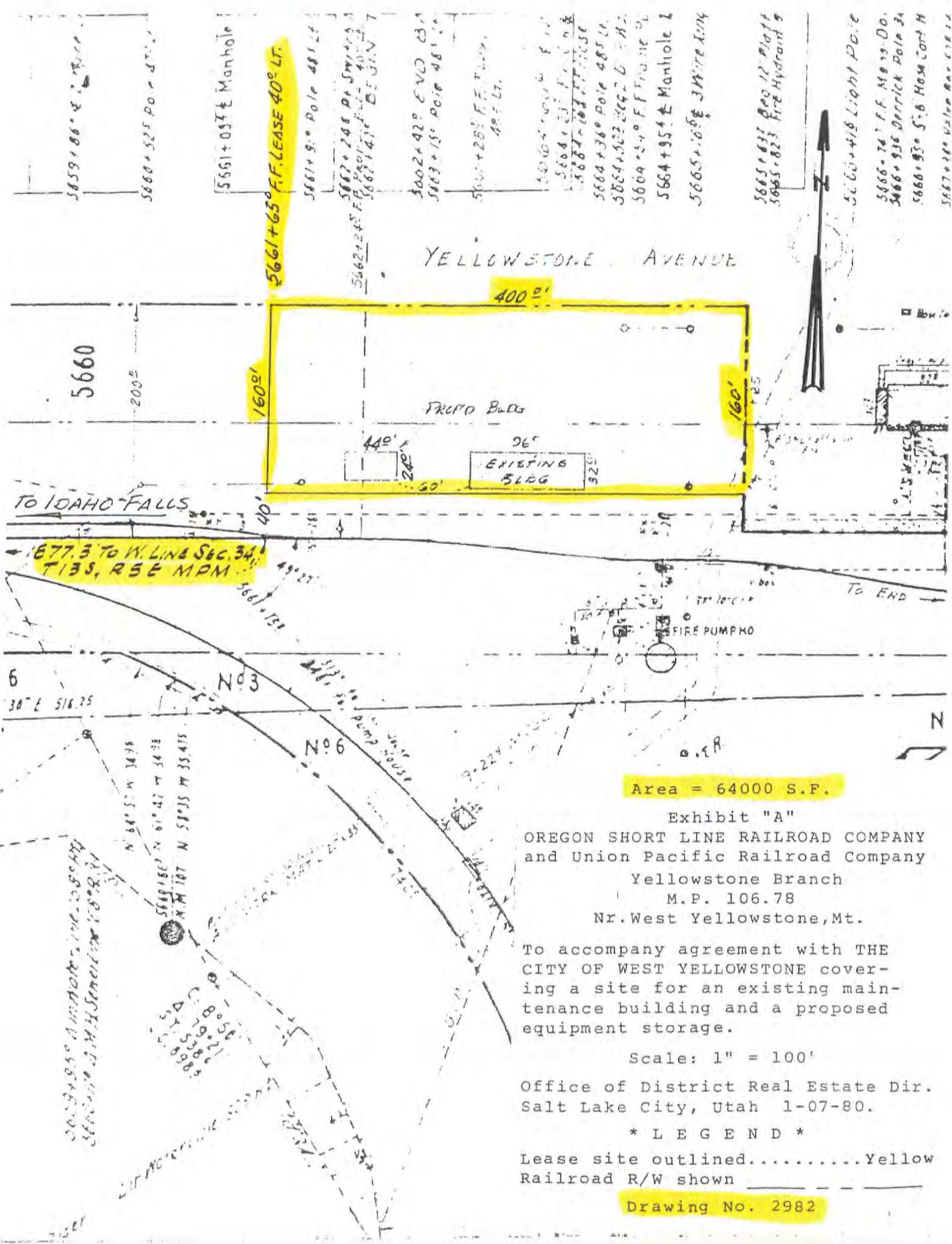
TOWN OF WEST YELLOWSTONE

Brad Schmier, Mayor

LESSEE

**WEST YELLOWSTONE CHAMBER OF
COMMERCE**

Marysue Costello, Executive Director



YELLOWSTONE AVENUE

400'

160'

160'

PROPO BLDG

96'
EXISTING
BLDG
32'

TO IDAHO FALLS

TO END

1877.3 TO W. LINE S6C.34
T13S, R5E MPM

Area = 64000 S.F.

Exhibit "A"
OREGON SHORT LINE RAILROAD COMPANY
and Union Pacific Railroad Company
Yellowstone Branch
M.P. 106.78
Nr. West Yellowstone, Mt.

To accompany agreement with THE
CITY OF WEST YELLOWSTONE cover-
ing a site for an existing main-
tenance building and a proposed
equipment storage.

Scale: 1" = 100'

Office of District Real Estate Dir.
Salt Lake City, Utah 1-07-80.

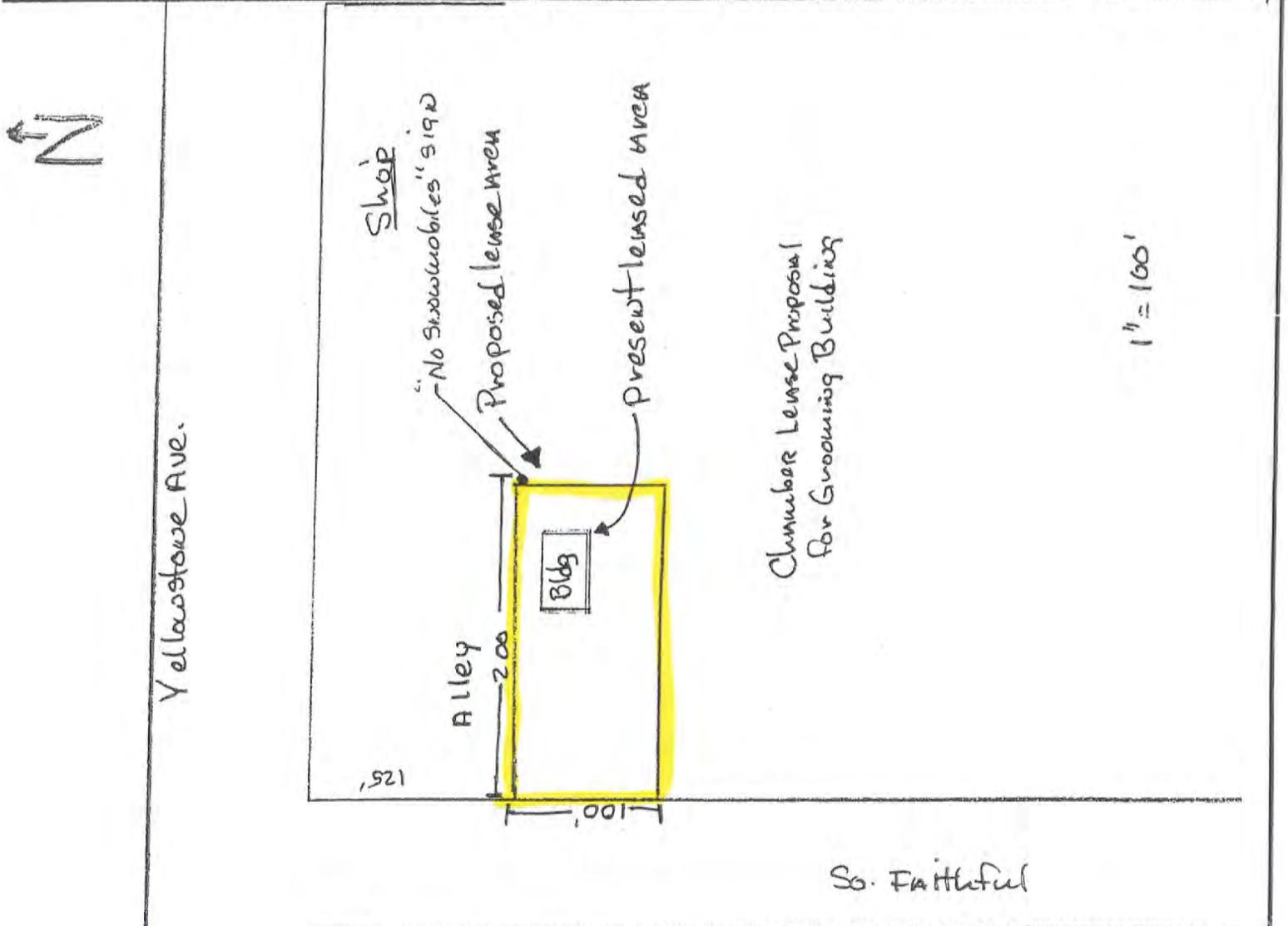
* L E G E N D *

Lease site outlined.....Yellow
Railroad R/W shown _____

Drawing No. 2982



OWNER-PROJECT Town of West Yellowstone	BY LQ	DATE 11-16-94	PROJECT NO.
FEATURE Chamber Lease Area Proposal	CHK'D BY	DATE	SHEET OF



So. Faithful

Five.
Station

**Town of West Yellowstone
West Yellowstone Chamber of Commerce**

Lease of Public Property

THIS LEASE made this 18th day of February, 2014, by and between the **TOWN OF WEST YELLOWSTONE**, a Municipal Corporation duly chartered under the laws of the State of Montana, hereinafter referred to a “Lessor”, and the **WEST YELLOWSTONE CHAMBER OF COMMERCE**, a Montana Not-For-Profit Corporation, hereinafter referred to as “Lessee”;

RECITALS:

Lessor desires to lease to the Lessee and Lessee desires to lease from the Lessor that certain real property described under the terms and conditions hereinafter set forth as follows, to wit:

1. **REAL ESTATE DESCRIPTION:**

The property to be leased by the Lessee from the Lessor is more specifically described as within the following boundaries and as shown on the attached **Exhibit A** and commonly referred to as the Trail Head, the (“Demised Premises”):

2. **TERMS OF LEASE:**

The term of this Lease shall be ten (10) years from the date of signature. At that time, this Lease may be renewed for a term of up to ten (10) additional years at expiration, provided that the Lessee shall give the Lessor at least 60 days’ notice in writing of the desire to renew this Lease for a like term and provided further that at the time of renewal the Lessor and Lessee may negotiate the terms and conditions of the lease, including but not limited rent, use and maintenance of the Demised Premises.

3. **RENT:**

The Lessee shall pay One Hundred (\$100.00) and no/100ths each year as rent, payable on or before April 1, 2014 and on or before December 31 of each year of the term of this Lease thereafter.

4. **USE:**

The Lessee shall use the Demised Premises subject to this Lease for a warming hut and rest room facilities. The Lessor, in writing, shall specifically approve any change in use from that stated herein prior to the change. Lessee shall make its request for a change of use to the Lessor in writing at least 60 days prior to any proposed change.

5. **COMPLIANCE WITH PUBLIC AUTHORITIES:**

Lessee, at the Lessee's cost, shall promptly comply with all requirements of all municipal, state and federal laws now in force or which may hereafter be enforced pertaining to the Lessee's use of the Demised Premises.

6. **INDEMNITY:**

Lessee assumes all risk of injury or damages to persons or property in and about the Demised Premises and shall hold Lessor harmless therefrom, and indemnify Lessor against any claim for damage or injury to persons or property resulting from the use of the Demised Premises by the Lessee or the operation of the Lessee's facility on the Demised Premises. This indemnification shall not be construed to protect the Lessor against the consequences of negligent or intentional acts by the Lessor or any agent of the Lessor.

7. **INSURANCE:**

(1) **Liability Insurance**

Lessee shall hold Lessor free and harmless for all claims, damages, suits, demands or causes of action resulting from injuries to persons or property and arising therefrom or out of the use, occupancy, or condition of the Demised Premises and leasehold improvements, and shall carry, maintain and deposit proof with the Lessor of public liability insurance in such form and with such companies as shall be reasonably satisfactory to Lessor, naming or insuring the Lessor, as Lessor's interest may appear, against liability for personal or property damages caused or occurring on the Demised Premises or by Lessee, its agents, servants, employees or business invitees. Lessee shall furnish Lessor with certificates evidencing all of the foregoing insurance. The Lessee shall continue to maintain such public liability insurance while tenant remains in possession of the leased property in limits no less than \$2,000,000 per accident and \$1,000,000 per person.

(2) **Fire and Extended Coverage Insurance**

Lessee shall maintain fire and extended coverage insurance upon the Demised Premises and leasehold improvements and Lessee shall maintain insurance upon any contents, property or leasehold improvements owned or claimed by it.

8. **LESSEE'S CONSTRUCTION:**

Lessee may engage in any construction, alteration, or additions to the Demised Premises and make any agreement or contract therefore, but only after obtaining Lessor's written approval. Consent for Lessee's construction shall not be unreasonably withheld by the Lessor.

9. **REPAIR AND MAINTENANCE:**

Lessee shall during the term of this Lease, at the Lessee's expense, keep the Demised Premises in good repair, including the roof, structure, exterior, plumbing, wiring, fixtures, landscaping and ground maintenance, except that the Lessor shall be responsible for restroom cleaning and maintenance, including cleaning supplies and paper goods. The agreement on restroom cleaning and maintenance shall be subject to review and revision on December 31, 2019 and may be renewed for up to five years thereafter.

10. **RIGHT OF WAY ACCESS AND COVERAGE REQUIREMENT:**

Any leasehold improvements located on the Demised Premises by the Lessee must leave access on right of way sufficient to allow maintenance of utilities located on and adjacent to the Demised Premises. No structure that covers more than 50% of the right of way area may be erected on the Demised Premises and no leasehold improvement shall be placed within 15 feet of the south boundary of the Demised Premises.

Access to and through the Demised Premises shall be maintained and allowed for representatives of the Town, adjacent property owners and the general public for the duration of the lease.

11. **UTILITIES:**

Lessee shall during the term of this Lease, at the Lessee's expense, cover the cost of all utility services to the Demised Premises and leasehold improvements, including but not limited to electricity and gas. Lessor shall pay for sewer and water services.

12. **SIGNS ON PREMISES:**

Lessee shall have the right to erect, affix or display on the exterior of the leasehold improvement a single sign designating the name of the building. The Lessee may not erect any additional signs outside of the building except those associated with a particular event. Such signs may be placed on the Demised Premises for no longer than two weeks prior to the given event and must be removed immediately upon conclusion of the event. The Lessee may erect two (2) lock boxes on the Demised Premises to collect trail fees and solicit donations for building maintenance. The Lessee may also erect a plaque on the interior of the building to recognize donors to the building construction and maintenance.

Nothing in the foregoing paragraph shall exclude reasonable direction and information signs, including trail maps and trail user information. Such direction and information signs may not include sponsorship or other information that could be construed as advertising for or advocacy of a particular business or product.

All signs, notices, plaques, and similar items are subject to the approval of Lessor and Lessee agrees that any unapproved signs shall be immediately removed.

13. **SCHEDULING:**

Lessee shall schedule events in the building and shall establish and collect fees for events. Events sponsored by the Lessor shall be exempted from fees unless both parties agree to allow for fee collection.

14. **ASSESSMENTS AND TAXES:**

Lessee shall pay all taxes and assessments levied against the personal property belonging to it located on the Demised Premises.

15. **RIGHTS ON DEFAULT:**

Lessee shall be in default under this Lease if any one or more of the following events shall occur:

- (1) If Lessee shall default in the payment of rent or the payment of any other money required to be paid by the Lessee, when the same shall become due, and such default shall continue for a period of thirty (30) days following written notice, given by Lessor to Lessee after the due date of such payment and specifying such default; or
- (2) If Lessee shall default in the performance of any other duty of Lessee under this Lease or if the Lessee shall commit waste or allow a nuisance to exist on the Demised Premises, and default shall continue for a period of thirty (30) days following written notice given after such default, unless within said thirty (30) days Lessee shall cure such default, and shall thereafter continue to use reasonable diligence in curing the same; or
- (3) Under the following circumstances:
 - a. if the Lessee vacates or abandons the Demised Premises for more than thirty (30) days; or
 - b. if the Lessee shall be adjudicated a bankrupt; or
 - c. if a petition by or against Lessee for reorganization or adjustment or arrangement under any bankruptcy statute shall be approved, or
 - d. if a receiver or keeper of the Demised Premises or any leasehold improvements thereon or income therefrom be appointed in any proceeding by or against Lessee, and not be discharged within thirty (30) days, or
 - e. if the Lessee makes a general assignment of Demised Premises for the benefits of its creditors;

A default on the part of the Lessee shall be deemed to exist under this Lease and this Lease may be terminated at the option of the Lessor in which event the Lessee shall immediately vacate the Demised Premises and Lessor shall also have all remedies to which Lessor is entitled under applicable Montana Law.

Should Lessor breach any of the provisions of this Lease, Lessee shall give Lessor thirty (30) days notice during which Lessor may cure the default, and should Lessor fail to do so, Lessee may cancel this Lease upon at least thirty (30) days notice.

16. **WAIVER:**

No waiver of any breach of any term, covenant or condition of this Lease shall be construed to be a waiver of any preceding or succeeding breach of the same or any other term, covenant or condition. All covenants on the part of the Lessor and Lessee are hereby made conditions.

17. **SERVICE OF NOTICE:**

Any notice required to be given by one party to the other shall be in writing and may be served in person or served by certified mail, postage prepaid, through the United States Postal Service and addressed to the respective parties at the following addresses on mailing:

LESSEE	LESSOR
West Yellowstone Chamber of Commerce Box 458 West Yellowstone MT 59758	Town of West Yellowstone Box 1570 West Yellowstone MT 59758

18. **LESSOR-LESSEE RELATIONSHIP:**

The relationship between the parties hereto is that of Lessor and Lessee and nothing herein contained shall be construed or interpreted so as to make their relationship otherwise, or give the Lessee any ownership rights to the Demised Premises.

19. **CONDITION OF PROPERTY:**

The Lessee agrees to accept the Demised Premises in an “AS IS” condition.

20. **DESTRUCTION OF LEASEHOLD IMPROVEMENTS:**

If the leasehold improvements shall be damaged by fire, explosion, windstorm or any other casualty, then the Lessee may use the insurance proceeds to repair such damage and put the leasehold improvements in good and tenantable condition as rapidly as reasonably possible. Notwithstanding any other provisions of this paragraph to the contrary, if more than fifty percent (50%) of the insured value of Demised Premises and leasehold improvements is destroyed, the Lessee may elect to terminate the lease. Termination of the Lease requires written notice to the Lessor within ninety (90) days after such damage occurs. If the Lease is terminated, it shall be the responsibility of the Lessee to complete any necessary repairs, reconstruction, clean up or removal of debris or any associated expenses in the event of the destruction of the improvements to the Demised Premises. If Lessee fails to complete such repairs, the Lessor shall complete the necessary repairs, reconstruction, etc., and shall be entitled to recover from the Lessee all costs.

21. **TERMINATION AND CANCELLATION OF LEASE:**

The Lessor may cancel the lease in the event that:

- A. The Town Council determines that public necessity or public interest requires the termination of the lease; or
- B. A court of law determines that the lease is null and void.

22. **OWNERSHIP OF LEASEHOLD IMPROVEMENTS IN EVENT OF DEFAULT, CANCELLATION OR LEASE TERMINATION :**

In the event of default, cancellation, termination or expiration of lease, ownership of all leasehold improvements shall revert to the Lessor.

23. **SUCCESSORS AND ASSIGNS:**

This Lease shall be binding upon and inure to the benefit of the respective parties, their successors and assigns. No assignment or sublet or transfer of this lease may be made without the prior written consent of Lessor, such consent shall not be unreasonably withheld. Consent by Lessor to one or more assignments or subletting shall not operate as a waiver of Lessor's rights as to any subsequent assignments and subletting. In the event Lessee shall sublet any portion of the Demised Premises, the Lessee shall at all times remain fully responsible and liable for the payment of the rent and for compliance with all of its other obligations under this Lease.

In the event of the transfer and assignment by Lessor of its interest in this Lease and in the Demised Premises to a person expressly assuming Lessor's obligations under this Lease, Lessor shall thereby be released from any future obligations or duties hereunder, and Lessee agrees to look solely to such successor in interest of the Lessor for performance of such future obligations and duties.

Lessee shall not mortgage, pledge or otherwise encumber its interest in this Lease or in the Demised Premises, without the prior written consent of Lessor.

24. **ALL AGREEMENTS CONTAINED HEREIN:**

This Lease contains all of the agreements of the parties relating to the subject matter and it supersedes and cancels all prior written and oral agreements between them with reference to the Demised Premises referenced in paragraph 1 above.

25. **ATTORNEY'S FEES:**

In the event any suit is brought by either party against the other under this Lease, the successful party shall be entitled to reasonable attorney's fee and all costs, including but not limited to expert witness fees, regardless if the same were used at trial.

26. **SEVERABILITY:**

The laws of the State of Montana shall govern the interpretation, validity, performance, and enforcement of this Lease. If any provision of this Lease should be held invalid or

unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seas as of the day and year first written.

LESSOR:

TOWN OF WEST YELLOWSTONE

Brad Schmier, Mayor

LESSEE

**WEST YELLOWSTONE CHAMBER OF
COMMERCE**

Marysue Costello, Executive Director



PO Box 458
West Yellowstone, Montana 59758
406-646-7701
destinationyellowstone.com

February 13, 2014

Town Council
Town of West Yellowstone
PO Box 1570
West Yellowstone, MT 59758

Dear Council,

The West Yellowstone Chamber of Commerce is organized to advance the general welfare and prosperity of the West Yellowstone area so that its citizens and all areas of its business community shall prosper. All necessary means of promotion shall be provided and particular attention and emphasis shall be given to economic, civic, commercial, cultural, industrial and educational interests of the area.

Separate committees operate under the Chamber of Commerce to accomplish specific goals and objectives. One such committee is the Snowmobile Events Committee. Its mission is to create and host snowmobile related events and activities enhancing and sustaining our winter economy through successful events.

The Town of West Yellowstone, Chamber of Commerce and the Snowmobile Events Committee have worked closely and effectively together for over 23 years to facilitate the logistics and promotion of many, many events. The most notable of these events is the Annual West Yellowstone World Snowmobile EXPO.

Until this past year, the committee has operated with the understanding that as a not-for-profit, there was not a resort tax liability on tickets sold to visitors for attendance to EXPO. We have always worked with the town to be sure that the individual vendors who sell merchandise do collect, report, and pay their appropriate resort taxes.

Last year the issue of resort tax collection on entry tickets at the EXPO tent was brought into question by the town staff and we met with them. At that time we believed that there was no alternative even though our prices had already been established. Unfortunately, since that meeting other concerns have pushed the issue from our minds until we were again reminded of it by the Town office. We then learned that since we are an IRS not-for-profit entity under 501(c)(6) designation and not the more common 501(c)(3) designation, the fundraising events,

such as EXPO, that we have sponsored and promoted are not exempt from the resort tax under **Policy No. 7: A Policy for Determining Exempt Status Regarding the Collection of the Resort Tax.**

For an explanation and clarification, the West Yellowstone Chamber of Commerce operates under the Internal Revenue Code (c)(6) Business Leagues. This statute provides for exemption of business leagues, chambers of commerce, real estate boards, and boards of trade, which are not organized for profit and no part of the net earnings of which inures to the benefit of any private shareholder or individual. Chambers of commerce and boards of trade are organizations of the same general type as business leagues. They direct their efforts at promoting the common economic interests of all commercial enterprises in a trade or community.

The West Yellowstone Snowmobile EXPO is organized for the intent to bring people to West Yellowstone at the end of our winter season to help the businesses with rooms, meals, and retail sales. These all collect resort taxes for the benefit of the community, as well as accommodation taxes and TBID.

We believe that the original intent of Policy No. 7 was to exempt resort tax collections on not-for-profit organizations in our community, but that the specific language unintentionally excluded the West Yellowstone Chamber of Commerce.

With this in mind, the West Yellowstone Chamber of Commerce and the Snowmobile Events Committee are asking the Town Council to please, **amend Policy No. 7 to include the West Yellowstone Chamber of Commerce as a not-for-profit IRC 501(c)(6)** under paragraph 2 where it states, "Fund raising events such as auctions or sales held by 501(c)(3) organizations shall be exempt from resort tax collections."

We appreciate your time and efforts in serving our community and the close working relationship we share in our efforts to bolster the economy and well-being of our town.

Sincerely,

Cynthia Knapp, President

Travis Watt, Chair, Snowmobile Events

memo

TOWN OF WEST YELLOWSTONE

Date: May 17, 2013
To: Honorable Mayor and Town Council
From: Becky Guay, Operations Manager and Lanie Gospodarek, Finance Director 
Regarding: Chamber of Commerce Request to be Exempt from Resort Tax

Recommendation

The Finance Director and Operations Manager recommend that the Town Council deny the Chamber of Commerce's request to be exempted from collecting resort taxes and direct the Finance Department to collect resort taxes on EXPO ticket sales back to 2010.

Discussion

This item has been under discussion between the Town's Finance Department and the Chamber of Commerce for many years and spans back to the days when Fred Rice was the Operations Manager. The Finance Officer has provided the following background for your consideration.

It appears that previous Town Councils intended that the Chamber of Commerce be subject to collecting and remitting resort taxes, as evidenced by a Council work session held in 2009, in which the Council discussed proposed amendment to Town Policy #7 adopted in 1994. This version of the policy specifically states that the Chamber of Commerce "will not be exempted from collecting the resort tax" (see Attachment A).

During this discussion, it is apparent that the Council was aware that resort tax exemptions would not be automatically applied to the Chamber of Commerce since it is not a not-for-profit organization defined by section 501 (c)(3) of the federal tax code. The minutes of the July 21, 2009 meeting reflect the following under the Operations Manager's report: "*Operations Manager Jamie Greene explains that based on the discussion at the work session this morning, they have drafted an amended version of Policy #7 regarding Resort Tax Exemptions. He says that he had discussions with Council Member Nesbitt on this topic today and they eventually agreed on this draft which does not name specific organizations but requires 501 (c)(3) designations from the IRS tax code to be exempt from resort tax collections for fund-raising events and auctions. Greene explains that other not-for-profit organizations such as the Chamber of Commerce have other designations and therefore are not automatically exempt.*"

The updated Policy # 7, as adopted in 2009, is included as Attachment B for your reference.

Attachment C is a memorandum dated May of 2009 from Operations Manager Greene that provided information to the Council on costs incurred by the Town in support of the 2009 EXPO. As shown in the memo, the Town expends far more on the event than is realized in resort tax remittance to the Town. The Town's expenditures for EXPO are funded directly from resort taxes submitted by other local businesses. To exempt the Chamber from collecting resort taxes on ticket sales would exempt them from collecting resort tax on the most substantial source of revenue that the Chamber collects in the course of a year.

It is also important to remember that the requirement to *collect* resort tax is not a requirement to *pay* the resort tax out of the ticket price resulting in less revenue for the Chamber. The Chamber could collect the tax by adding it to the admission price or, like the movie theatres in town, incorporate it into the admission price.

Lastly, the Chamber of Commerce receives the largest percentage of monies issued by the Town's Marketing and Promotions (MAP) Fund. The MAP fund was created in the spring of 2007 when businesses agreed to contribute half of the 5% administration fee that they were entitled to keep for recording and remitting resort tax to a fund that could then be distributed for use by organizations that would promote the Town of West Yellowstone. The chart below shows how much of the funds are spent each year and what percentage of them goes to Chamber sponsored events.

Fiscal Year of MAP Fund Outlay	Total Annual Expenditures of MAP Fund	Amt. of MAP funds paid to Chamber	Percentage of Total
2008-09	\$60,594.84	\$22,993.29	38%
2009-10	\$80,087.74	\$21,963.30	28%
2010-11	\$55,044.72	\$16,412.20	30%
2011-12	\$60,613.34	\$26,761.00	45%
2012-13	\$61,008.08	\$29,831.40	49%

Because the Chamber remits no resort tax on sales of admissions to the EXPO or other in town events they are also not contributing the 2.5% remitted by other businesses to the MAP fund, even though they are the largest consumer of these funds.

In a recent application for MAP funds for the upcoming EXPO, the Chamber provided data about admissions sales since 2010. In the event that the Council denies the Chamber's request to waive the requirement to collect resort taxes, staff requests that the Chamber remit resort taxes for these previous years.

TOWN OF WEST YELLOWSTONE



Policy 7

A policy for determining the exempt status regarding the collection of the Resort Tax.

If the sale of merchandise is the sole source of financial support for a community based, not-for-profit, organization then these organizations will be exempt from collecting the resort tax. Community based organizations such as Beta Sigma Phi, United Women, Cub Scouts of America, Boy Scouts of America, Girl Scouts and classes and organizations affiliated with the West Yellowstone School System are specifically exempted by this policy.

Organizations where the sale of merchandise is auxiliary to their fund raising efforts, where the sale of merchandise is not the sole source of income or fund raising, such as the Chamber of Commerce or the Federation of Fly Fishers, they will not be exempted from collecting the resort tax.

Adopted by Council January 6, 1994



TOWN OF WEST YELLOWSTONE

MONTANA

Policy No. 7: A Policy for Determining Exempt Status

Regarding the Collection of the Resort Tax

If the sale of merchandise is the sole source of financial support for a community based, not-for-profit organization then these organizations will be exempt from collection of the resort tax. Community based organizations such as Beta Sigma Phi, United Women, Boy Scouts of America, Girl Scouts, and classes and organizations affiliated with the West Yellowstone School System are specifically exempted by this policy.

Fund-raising events such as auctions or sales held by 501 (c) (3) organizations shall be exempt from resort tax collections. Retail sales by 501 (c) (3) organizations (for example: mugs, t-shirts, hats) shall not be exempt from collecting the resort tax.

Not-for-profit organizations that sell merchandise to supplement their fund-raising efforts will not be exempt from collecting the resort tax.

Adopted
7-21-09 TC
CR

ATTACHMENT C

Memorandum

Date: May 11, 2009
To: Town Council members
From: Jamie Greene, Operations Manager
Re: Summary of EXPO Expenses

Council members,

A few weeks ago, Pierre Martineau asked me for a summary of EXPO expenses. Here's a summary of costs related to man-hours and equipment use:

Expenses

Public Services Department

In preparing these figures, Robert Glenn pointed out that "Most of what we did this last year [to prep for Expo] was done during regular operations. We did not have the crunch that normally happens the week before expo. I think good proof of that is the fact we sent everyone home early that Thursday."

40 hours for Mark @ \$726.80
40 hours for Dan @ \$766.80
60 hours for Tom @ \$960.00
30 hours for Robert @ \$697.50
100 hours of staff loader use @\$65.00/hr: \$6,500.00
40 hours of staff blower use @ \$350.00/hr: \$13,000.00
2 days (20 hours) Chamber use of a loader @ \$65.00/hr: \$1,300.00
1 day (10 hours) Chamber use of the blower (the fuel tank was refilled after use) @ \$325.00/hr: \$3,250.00

Public Services Department Total: \$27,201.10

Police Department

Man-hours and overtime total: \$571.12

Fire Department

Overtime total: \$1293.03

Social Services Department

Man-hours and overtime total: \$193.86

Total Cost: \$29,259.11

Revenue

To offset the Town's expenses, we received \$1639.27 in resort tax income from retail sales at EXPO plus a \$250.00 exposition license fee. In addition, March resort tax collections were \$66,802.00 which is about half of what is collected in either January or February.

Please let me know if you have any questions.

Thank you, Jamie Greene, Operations Manager

Town of West Yellowstone

Boards & Committee Appointments

February 2014

Airport Advisory Board

Bill Howell
Glen Loomis
Jerry Schmier
Mike Polkowske
Dennis LaFever
Byrns Fagerburg

Cemetery Board of Trustees

Mayor
Ken Davis
Spring Binfet
Rocky Hermanson
Vacancy

CDBG/Revolving Loan Fund

Operations Manager-Becky Guay
Finance Director- Lanie Gospodarek
Kyle Goltz-Business Rep
Maggie Anderson-FSB
Vacancy-YBB
Vacancy-TC

Clothing Bank Ad Hoc Committee

Corinne Fagerburg
Doug Buskirk
Grace McCoy
Brian McCoy
Doc Stewart
Bob Everest
Kathi Arnado (Employee)
Salle Engelhardt
Jerry Johnson (Town Council)

Downtown Improvement District

Brad Schmier, (Council)
Tom Cherhoniak
Kristy Coffin
Betty Richey
Kellie Sanders
Kim Howell
Don Perry
Vacancy

Healthcare Services Board

Tom Cherhoniak, (Council)
Kyle Goltz
Rachel Burden
John Costello
Jessica McCrossin

Library Board of Trustees

Yessika Vega
SJ Shepherd
Rocky Hermanson
Patrick Brennan
Lacey Trowbridge
Bruce McPherson, Librarian

MAP Advisory Board

Jerry Johnson, (Chair & Council)
Gloria Evans
Marysue Costello
Kay Matthews
Barbara Klesel
Kim Howell
John Greve

Parks & Rec Advisory Board

Pierre Martineau, (Council)
Kevin Flanagan
Greg Forsythe
April Heesacker
Vickie Barta-Chair

Planning

Pierre Martineau (Council)
Cole Parker (Gall Co. Appt)
Public Services Supt (Employee)
Bill Howell (in-town)
Tim Daley (in-town)
Kim Howell (out of town)
Vacancy (out of town)

Police Commission

Doc DeTonancour
Bill Howell
Charles Gibson

Sign Review & Appeals Board

Doc Stewart (Council)
Randy Roberson
Jason Howell
Jeremy Roberson
1 Vacancy

Snow Arbitration Board

Brad Schmier, (Council)
Tim Whitman
Chris Kahur
6 Vacancies
Public Services Supt. (ex-officio)

TBID Board of Directors

Jeff Schoenhard
Jerry Johnson
Alicia Thompson
Jeremy Roberson
John Stallings
Brock Kelley
Michael Lundberg

911 Advisory Board

Gallatin County Sheriff Representative
WY Police Representative
Operations Manager
YNP Representative
USFS Representative
MT Highway Patrol
Hebgen Basin Fire Representative
MDOT Representative
MT FWP Representative
WY Trail Groomers Representative
Non law enforcement user (wrecker serv)
John Costello (Town Council)
Member of General Public

OTHER BOARDS

Community Assessment Action Team

Becky Guay, Operations Manager

Gallatin County Regional Parks Bd

Pierre Martineau (Council)

Solid Waste District Board

James Patterson, Public Services Supt.

TOWN OF WEST YELLOWSTONE
MONTANA
naturally inviting!

PUBLIC NOTICE
911 Advisory Board

The Town of West Yellowstone is creating a 911 Advisory Board for the purposes of reviewing the operation of the 911 dispatch facility, receiving information about the facility, researching matters pertinent to the use of the facility, maintenance and necessary upgrades of the facility, providing guidance on technical issues, and to report and make recommendations to the Town Council regarding operation and improvements to the facility. The board shall be composed of one representative from the following: Gallatin County Sheriff's Office, West Yellowstone Police Department, Yellowstone National Park, US Forest Service, Montana Highway Patrol, Hebgen Basin Fire District, Montana Department of Transportation, Montana Fish, Wildlife & Parks, West Yellowstone Trail Groomers, local wrecker service, the Town Council, Town Operations Manager, and one member of the general public.

Interested individuals should complete and return the 'Application for Boards and Committees' which is available from the Town Offices, 440 Yellowstone Avenue, West Yellowstone, MT, or online at www.townofwestyellowstone.com. These positions are open until filled. For more information or to request an application by e-mail, please contact the Town Offices, 646-7795, or info@townofwestyellowstone.com.

Elizabeth Roos
Town Clerk



February 10, 2014

«Title» «First» «Last»
«Company_Name»
«Address_Line_1»
«City», «ST» «ZIP»

Dear «Title» «Last»:

The Town Council of the Town of West Yellowstone recently adopted the attached resolution establishing a 911 Advisory Board. «Company_Name» utilize the services provided by the West Yellowstone 911/Dispatch Center; therefore, you (or your representative) are cordially invited to be a member of the 911 Advisory Board.

Please let me know if you or a representative will participate on this Board by February 28, 2014. We will need the name, address, phone number and email address for the person that will represent «Company_Name» on the 911 Advisory Board. We anticipate scheduling a meeting of the Board in early March to begin work on establishing by-laws for adoption by the Town Council, through which the Board will be governed.

We appreciate your interest in helping the Town of West Yellowstone improve the operations of its 911/Dispatch Center and look forward to working with you and «Company_Name» in the future.

Sincerely,

Rebecca C. Guay
Operations Manager

February 10, 2014

Montana Fish, Wildlife and Parks
Recreational Trails Program
Parks Division
1420 East 6th Avenue
PO Box 200701
Helena, MT 59620

To Whom It May Concern:

I am writing to express the Town of West Yellowstone's support for the West Yellowstone Ski Education Foundation's 2014 Recreational Trails Program (RTP) grant application. The Rendezvous Ski Trails are a vital part of the regional and national Nordic skiing community for training and racing. A RTP grant will help to guarantee the upkeep and maintenance of this important recreational resource.

The Rendezvous Ski Trails are known for a lengthy cross country ski season, well maintained trails, and expertly groomed tracks during the winter months. They remain accessible for a wide variety of user groups throughout the year. From the beginning of the cross country ski season at the Yellowstone Ski Festival in November to late season skiing in April, we know we can count on professionally maintained cross country ski trails in West Yellowstone. Nordic skiers of all levels travel to Montana to ski on the Rendezvous Ski Trails and many return in the summer as runners, hikers, mountain bikers, and horseback riders. Summer maintenance keeps the trails open to the public and provides a safe environment for a wide variety of activities.

WYSEF's Cross Country Ski Trail Grooming and Maintenance Program is very important to the national cross country skiing community, regional athletes, and the Town of West Yellowstone. The future of West Yellowstone's winter economy lies in the diversity of experiences that are offered to various recreational users. RTP funding has and will continue to play a critical role in the quality of experience both locals and our many visitors enjoy on the Rendezvous Ski Trails. We hope that you will fund WYSEF's efforts to the full level requested.

Sincerely,

Rebecca C. Guay
Operations Manager

February 6, 2014

National Smokejumper Center
PO Box 264
West Yellowstone, Mt 59758

Re: Mountain Sky Guest Ranch Foundation

To Whom It May Concern:

We are writing to express our enthusiastic support for the Yellowstone Nature Connection (YNC) and its application to obtain grant funding from the Mountain Sky Guest Ranch Foundation.

The programs offered at the YNC appeal to the many visitors who stop in West Yellowstone seeking activities for their families, perhaps enticing them to stay another night or two in the area. The programs provided at the Center are both fun and educational, providing visitors an opportunity to learn about and appreciate the ecology of the Greater Yellowstone area.

Again, we whole-heartedly support the YNC's grant application and look forward to working with them to provide these services to the visitors we all serve.

Respectfully,

Rebecca C. Guay
Operations Manager
Town of West Yellowstone