

Town of West Yellowstone

Tuesday, August 5, 2014

West Yellowstone Town Hall, 440 Yellowstone Avenue

7:00 PM

TOWN COUNCIL MEETING AGENDA

Pledge of Allegiance

Purchase Order

Treasurer's Report ∞

Claims ∞

Consent Agenda: **July 15, 2014, Town Council Meeting** ∞

July 22, 2014 Work Session ∞

July 29, 2014 Work Session ∞

Business License Applications ∞

- Tao's Tea Bar

Advisory Board Report(s)

Operations Manager & Department Head Reports

Assignments Report

Council Comments

Public Comment Period

NEW BUSINESS

Application to Maintain an Encroachment, Fremont Communications ∞

Discussion/Action

Application to Maintain an Encroachment, Days Inn ∞

Discussion/Action

Request to Waive Resort Tax Penalties, Kishan Group ∞

Discussion/Action

Resolution No. 654, West Yellowstone Community Aquatic Center Land ∞

Discussion/Action

Presentation: Bargaining & Negotiations

Town Attorney Jane Mersen & Operations Manager Becky Guay

Selection of Union Negotiations Team

Discussion/Action

Correspondence/FYI

- Hebgen Basin Fire District Letter re: Emergency Services Building ∞
- Sewer Inventory Letter & Form ∞
- 911 Advisory Board Vacancy ∞

Meeting Reminders



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

Public Hearing/Public Meeting

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

Oral Communication

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

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

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

General Town Council Meeting Information

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

07/18/14
16:48:54

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 7/14

Page: 1 of 2
Report ID: AP100

* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$					Cash
Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account	
40111	2673 First Bankcard	984.98						
	06/05/14 Human Kinetics	213.06		REC	1000 460440	220	101000	
	06/10/14 Pete's Pizza	76.74		LEGIS	1000 410100	220	101000	
	06/13/14 Human Kinetics	-29.95		REC	1000 460440	220	101000	
	06/13/14 Human Kinetics	43.32		REC	1000 460440	220	101000	
	06/18/14 Blast Off	395.00		SUMREC	1000 460449	871	101000	
	06/26/14 Discount School Supply	27.96		SUMREC	1000 460449	220	101000	
	06/26/14 IJump	258.85		SUMREC	1000 460449	871	101000	
	# of Claims	1	Total:					984.98

984.98

07/18/14
16:48:55

TOWN OF WEST YELLOWSTONE
Fund Summary for Claims
For the Accounting Period: 7/14

Page: 2 of 2
Report ID: AP110

Fund/Account	Amount
1000 General Fund	
101000 CASH	\$984.98
Total:	\$984.98

* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$							Cash
Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account		
40112	2546 Century Link QCC	47.99								
	07/23/14 long dist chg 406-646-7795	26.24		FINADM	1000 410510	345		101000		
	07/23/14 long dist chg 406-646-7600	21.75		finadm	1000 410510	345		101000		
40116	266 Utilities Underground Location	50.96								
	4065286 06/30/14 excavation notifications	25.48		WATER	5210 430500	357		101000		
	4065286 06/30/14 excavation notifications	25.48		SEWER	5310 430600	357		101000		
40117	2845 Kastling, Kauffman & Mersen, P.C.	11,191.97								
	07/22/14 legal services	10,740.00		LEGAL	1000 411100	352		101000		
	07/22/14 postage/copies	216.28		LEGAL	1000 411100	870		101000		
	07/22/14 phone/fax	14.49		LEGAL	1000 411100	345		101000		
	07/22/14 travel	221.20		LEGAL	1000 411100	373		101000		
40120	2852 Fremont Communications	300.00								
	07/15/14 fiber optic, Town Hall	300.00		TWNHAL	1000 411250	345		101000		
40122	42 Fall River Electric	8,476.98								
	07/14/14 UPDH 4212041 elec service	703.93		UPDH	1000 411252	341		101000		
	07/14/14 POLICE 4212008 elec service	169.51		POLICE	1000 411258	341		101000		
	07/14/14 shop 4212018 elec service	181.88		STREET	1000 430200	341		101000		
	07/14/14 ANIMAL 4212029 elec serv	69.31		ANIMAL	1000 440600	341		101000		
	07/14/14 PARK 4212032 Elec ser	91.68		PARK	1000 411253	341		101000		
	07/14/14 PARK 2901001 elec serv	68.20		PARK	1000 411253	341		101000		
	07/14/14 CLORINATOR 4212030 elec serv	45.71		WATER	5210 430500	341		101000		
	07/14/14 MAD ADD WATER 4212017	40.61		WATER	5210 430500	341		101000		
	07/14/14 PUMP 4212005 elec serv	513.78		WATER	5210 430500	341		101000		
	07/14/14 SEWER LIFT STATION 4212006	404.92		SEWER	5310 430600	341		101000		
	07/14/14 SEWER PLANT 4212007 elec ser	982.33		SEWER	5310 430600	341		101000		
	07/14/14 MAD SEWER LIFT 4212014 elec	96.62		SEWER	5310 430600	341		101000		
	07/14/14 SEWER TREAT SERV 4212046 ele	2,906.21		SEWER	5310 430600	341		101000		
	07/14/14 library 23 dunraven 4212054	170.82		LIBRY	2220 460120	341		101000		
	07/14/14 povah comm ctr 4212001	241.62		POVAH	1000 411255	341		101000		
	07/14/14 unmetered lights 4212004	1,451.25		STLITE	1000 430263	341		101000		
	07/14/14 Town Hall 4212009	302.60		TWNHAL	1000 411250	341		101000		
	07/14/14 Ice Rink 421010	36.00		PARKS	1000 411253	341		101000		
40127	1514 Verizon Wireless	760.09								
	LG-need to load budget change to 5210-430500-345									
	07/20/14 640-0512, SS Assist	32.36		SOCSER	1000 450135	345		101000		
	07/20/14 640-1103, Operator	32.36		STREET	1000 430200	345		101000		
	07/20/14 640-1438, SS Director	32.36		SOCSER	1000 450135	345		101000		
	07/20/14 640-1460, Library Dir, SP	62.36		LIBRAR	2220 460100	345		101000		
	07/20/14 640-1461, Facilities Tech, SP	62.36*		STREET	5210 430500	345		101000		
	07/20/14 640-1462, Operator, SP	62.36*		STREET	5210 430500	345		101000		
	07/20/14 640-1463, Deputy PSS, SP	62.36		STREET	5310 430600	345		101000		

* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
40135	379 Energy Laboratories, Inc	1,602.75							
340750834	07/14/14 waste water tests	309.50*		SEWER	5310 430640	357		101000	
340751413	07/22/14 waste water tests	292.50*		SEWER	5310 430640	357		101000	
340751668	07/25/14 waste water tests	381.75*		SEWER	5310 430640	357		101000	
340451803	04/30/14 waste water tests	309.50*		SEWER	5310 430640	357		101000	
340550266	05/06/14 waste water tests	309.50*		SEWER	5310 430640	357		101000	
40136	1031 Murdoch's Ranch & Home Supply	62.98							
07/15/14	receiver lock	62.98		STREET	1000 430200	220		101000	
40137	2764 HD Supply Waterworks, Ltd.	2,338.56							
c562275	07/16/14 water flags, rod key	987.86		WATER	5210 430550	937		101000	
c717764	07/24/14 supplies, sewer	1,350.70		SEWER	5310 430600	220		101000	
40138	2201 Grizzly Internet, Inc.	45.00							
07/16/14	monthly wi-fi service	45.00		LIB	2220 460100	345		101000	
1292-20140716-1									
40139	2855 Basic Computer Troubleshooting &	280.00							
008	07/28/14 IT support	280.00		SOCSEER	1000 450135	363		101000	
40140	171 Montana Food Bank Network	359.38							
40987-1	07/09/14 food commodities	336.38		HELP	7010 450135	220		101000	
41147-1	07/09/14 food commodities	23.00		HELP	7010 450135	220		101000	
40141	2586 Waxie Sanitary Supply	3,325.15							
74715286	07/21/14 custodial supplies	2,040.55		PARKS	1000 460430	220		101000	
74729100	07/28/14 custodial supplies	1,284.60		PARKS	1000 460430	220		101000	
40142	2762 Mission Communications, LLC	250.00							
40025998	07/21/14 water alarm replace assembly	250.00		WATER	5210 430500	357		101000	
40143	674 Karst Stage	2,700.00							
88912	06/24/14 AA 6/18/14	675.00		SUMREC	1000 460449	319		101000	
88914	07/07/14 AA 7/2/14	675.00		SUMREC	1000 460449	319		101000	
88915	07/16/14 AA 7/9/14	675.00		SUMREC	1000 460449	319		101000	
88916	07/21/14 AA 7/16/14	675.00		SUMREC	1000 460449	319		101000	
40144	2798 Interstate Barricades	1,342.25							
107842	07/18/14 signs & delineators	1,342.25		STREET	1000 430200	243		101000	

* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
40145	2491 MMIA	55,269.00							
	07/16/14 liability insurance FY 15	40,345.00		GENFUN	1000 510330	513		101000	
	07/16/14 liability insurance FY 15	2,764.00		LIB	2220 510330	513		101000	
	07/16/14 liability insurance FY 15	7,185.00		WATER	5210 510330	513		101000	
	07/16/14 liability insurance FY 15	4,975.00		SEWER	5310 510330	513		101000	
40146	2490 MMIA	23,108.00							
	07/01/14 property insurance FY 15	17,088.00		GENFUN	1000 510330	512		101000	
	07/01/14 property insurance FY 15	3,470.00		WATER	5210 510330	512		101000	
	07/01/14 property insurance FY 15	2,550.00		SEWER	5310 510330	512		101000	
40147	2357 US Bank	85,822.43							
	07/09/14 CAT Wheel Loader Prin	6,467.63		CAPITL	4060 490520	610		101000	
	07/09/14 CAT Wheel Loader Int	351.48		CAPITL	4060 490520	620		101000	
	07/09/14 911 Remodel Prin	12,855.90		911	2850 490530	610		101000	
	07/09/14 911 Remodel Int	749.56		911	2850 490530	620		101000	
	07/09/14 Town Hall Prin	58,445.00		RT	2100 490200	610		101000	
	07/09/14 Town Hall Int	6,952.86		RT	2100 490200	620		101000	
40148	1311 Teton Communications	1,886.00							
	126907 07/17/14 radio repair	1,886.00		911	2850 420750	362		101000	
40149	999999 DUSTY DUNBAR	350.00							
	07/21/14 deposit refund, PCC	350.00		POVAH	2210 214001			101000	
40150	725 Swan Cleaners	49.50							
	1326 07/01/14 jail laundry	49.50		JAIL	1000 420230	390		101000	
40151	2189 Custom Logo	290.82							
	12478 07/11/14 embroidery, uniforms	290.82		POLICE	1000 420100	226		101000	
40152	999999 ACHVA/YOUNG ISRAEL	200.00							
	07/17/14 Deposit less cleaning fee	200.00		UPDL	2210 214000			101000	
40153	999999 JIM OR COURTNEY NORLANDER	350.00							
	07/01/14 UPDL refund	350.00		UPDL	2210 214000			101000	
40154	999999 LYNETTE BAUM IVERSON	350.00							
	07/01/14 UPDL refund	350.00		UPDL	2210 214000			101000	
40155	999999 MANDY MUNGER DETIENE	350.00							
	07/01/14 UPDL refund	350.00		UPDL	2210 214000			101000	

* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
40156		1235 Yellowstone Rental & Sports		555.00					
	22081	06/20/14 equipment rental		555.00		UPDL	1000 411252	920	101000
40157		811 Zee Medical Service		229.40					
	161507886	07/18/14 first aid supplies		66.95		STREET	1000 430200	220	101000
	161507885	07/18/14 first aid supplies		162.45		STREET	1000 430200	220	101000
40158		2797 Rocky Mountain Supply		95.63					
	27337	07/15/14 SUPPLIES		95.63		SEWER	5310 430600	220	101000
40159		2173 Signs & Designs Unlimited, Inc.		300.00					
	12313	07/10/14 decals		300.00		STREET	1000 430200	357	101000
40160		783 TW Welding		5,626.75					
	6084	07/15/14 fabricate enclosures, dump tra		5,626.75		STREET	1000 460430	941	101000
40161		2874 Jenna Heine		115.98					
		07/14/14 uniform		115.98		SUMREC	1000 460449	226	101000
40162		2823 STAPLES Credit Plan		115.74					
		07/11/14 office suuplies		115.74		FINADM	1000 410510	220	101000
40163		2671 Gallatin Valley Food Bank		1,161.24					
	WEST7.9.14	07/09/14 food commodities		1,161.24		HELP	7010 450135	220	101000
40164		593 Rocky Mountain Info. Network		50.00					
	188878	07/15/14 annual membership		50.00		POLICE	1000 420100	335	101000
40165		29 Terrell's Office Machines Inc		118.90					
	285852	07/15/14 cyan toner, TaskAlfa 300ci		118.90		FINADM	1000 410510	220	101000
40166		1930 Wagner Group Associates		50.00					
	14-5479	07/14/14 annual enrollment fee		50.00		LEGIS	1000 410100	140	101000
40167		999999 JAIME AUGST		350.00					
		07/25/14 refund PCC deposit		350.00		POVAH	2210 214001		101000
40168		999999 CAROL O'DONNELL		350.00					
		07/15/14 refund UPDL deposit		350.00		UPDL	2210 214000		101000
40169		999999 YELLOWSTONE HISTORIC CENTER		350.00					
		07/31/14 refund UPDL deposit		350.00		UPDL	2210 214000		101000

08/01/14
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TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 8/14

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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
40170		999999 TERESA BARNES 07/31/14 refund UPDL deposit		350.00 350.00		UPDL	2210 214000		101000
40171		1140 Sagebrush Floral 137060 07/23/14 downtown flower barrels		467.07 467.07		PARKS	1000 460430	221	101000
40172		40 Jerry's Enterprises 07/08/14 supplies 07/29/14 supplies		64.97 29.99 34.98		FINADM STREET	1000 410510 1000 430200	220 220	101000 101000
40173		2875 G & G 70 08/01/14 asphalt patching		10,565.60 10,565.60		GASTAX	2820 430200	367	101000
40174		48 Gallatin County FY14Q1Q4 07/09/14 entrance signs share pmt		135.02 135.02		CTEP	2956 460434	242	101000
40175		2654 Community Health Partners 07/03/14 3 drug tests		75.00 75.00		ADMIN	1000 410210	351	101000
		# of Claims	54	Total:	226,635.98				
					226,635.98				

WEST YELLOWSTONE TOWN COUNCIL
Work Session & Town Council Meeting
July 15, 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, Randy Wakefield, Scott Clark, Li Zhang, Jeremy Weber, Doug Buskirk, Joyce Berger, Karrie Taggart, Carol Leasure, Ed Geiger, Bill Howell, Travis & Katrina Mann, Shane Grube, Chris Burke, Helene Rightenour, Louise Cochrane, Tom Cherhoniak, Doc Stewart, Brenda Martin, Sandi Peppler, Kristy Coffin, Marge Wanner, Marysue Costello, Jan Stoddard, Kurtis Holtzen, David Arnado, Matt Stubblefield, Duston Portmann, Deborah Clark

The meeting is called to order by Deputy Mayor John Costello at 6:15 PM in the West Yellowstone Town Hall, 440 Yellowstone Avenue, West Yellowstone, Montana.

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.

WORK SESSION

Deputy Mayor John Costello calls the meeting to order and asks Finance Director Lanie Gospodarek for direction to proceed through the FY 2015 budget. After brief discussion, they agree to work through the budget page by page and answer questions as they go. They discuss reducing the small items of equipment in the Legislative budget to replace the iPads that are used by the Council and Department Heads. The Council asks several questions about the payroll and employer contributions. Parker says that he does not want to fund the TBID request to establish hot spots in Pioneer Park (\$2102). He also does not want to fund the \$600 for Shakespeare in the Park. Johnson and Costello say they favor funding all the special request projects in the Legislative Fund including the hot spots and Shakespeare in the Park. They discuss the \$40,000 for the Yellowbook appraisal of the 80 acres of Forest Service Land and question whether it is accurate, but ultimately decide not to change it. Johnson notes that they have increased the Legal Services budget by \$20,000 and in light of recent events questions whether that is enough. Guay says that if they do see increased lawsuit activity this year, they expect most of it will be covered through their Employer Practices Liability Coverage through MMIA (Montana Municipal Interlocal Authority). They have added \$50,000 to replace/repair the steps at the Union Pacific Dining Lodge. The Council discusses the proposal to add two new police officers to the staffing plan. Costello says he does not favor adding the two officers. Guay explains that the purpose behind that was to be able to schedule two officers on duty at all times, in response to suggestions from other agencies. Johnson says that they will be training three new officers this year and he doesn't think they would be able to hire two more in addition. Forsythe and Parker agree. Mayor Schmier joins the meeting. The Council discusses repainting the 2008 Ford Crown Victoria, currently budgeted at \$5000. Patterson says the paint on that car is defective and is peeling. He says the bid from Westgate Auto is around \$3900 to repaint the car. He says that the Chief expects to drive that car another three years. Guay says that car will be the next police vehicle to be replaced, but not until FY 2017. Gospodarek explains that she caught an error in the calculation of overtime in the Dispatch budget and after that correction is made it will reduce the salaries by approximately \$20,000. They briefly discuss eliminating the plow attachment for the backhoe but Patterson indicates that they need the plow and it is left in the budget for now.

ACTION TAKEN

- 1) Motion carried to approve Purchase Order #6216 to Trailers Plus to purchase a dump trailer for \$5899. (Forsythe, Parker)
- 2) Motion carried to approve the claims which total \$148,044.07. (Johnson, Parker) Schmier abstains from #40087 and #40089, Forsythe abstains from #40101.

- 3) Motion carried to approve the Consent Agenda, which includes the minutes of the July 1, 2014 Town Council Meeting, July 8, 2014 Town Council Work Session, and the July 10, 2014 Securities Report. (Forsythe, Johnson)
- 4) Motion carried to direct staff to prepare a resolution to indicate the Town's intention to lease public property for the construction and use of the West Yellowstone Community Aquatic Center. (Costello, Parker) Johnson is opposed.
- 5) Motion carried to approve the recommendations from the Marketing and Promotions Advisory Board to award \$10,600 to the West Yellowstone Sled Dog Races (2014-2015 season) and \$9280 for the 2014 Yellowstone Rendezvous Trail Run. (Forsythe, Costello)
- 6) Motion carried to approve the Application to Maintain an Encroachment made by Martel Construction to temporarily park/stage manufactured housing units in the open area south of Yellowstone Avenue and west of the Povah Center. (Johnson, Forsythe) Parker is opposed.
- 7) Motion carried to reappoint Ken Davis, Rocky Hermanson, and Spring Binfet to the Cemetery Board of Trustees for two-year terms. (Johnson, Forsythe)

Council Comments

Council Member Forsythe reads a comment he prepared. He says that for the last six months the Council has heard criticisms and concerns about the status of the police department and management of the Town. He says it appears that the Town has done very little to address these concerns. However, he says that the Town is represented by Jane Mersen, and he has full confidence that that she has the best interest of the Town in focus and is doing an excellent job guiding them through this. He says that considering the fact that three employees have solicited legal representation for themselves from another law firm, the Town must proceed carefully

Public Comment Period

Ramona Stubblefield says that the Town Manager said on TV that she did not know what is going on in the Police Department, yet they have been struggling with problems since last September, nearly a year. Mayor Schmier responds that the subject has not been avoided but it is very complex. He says that personnel issues are not public record and reassures them they are working on it.

Winter Economy Presentation, Katrina Mann

Katrina Mann of the Hibernation Station addresses the Town Council. She explains that her family owns and operates the Hibernation Station. She says that the winter economy has decreased significantly over the last several years and they need to create a winter economy that is not dependent on the federal government. She suggests a new event in West Yellowstone, for lack of a better term, "Sturgis on Snow." She suggests the first year it be a two-day event, but that they plan to expand the event by one day every year. She describes several new activities including a snowmobile rodeo, a poker run, vintage snowmobile hill climbs, concerts, etc. She shares several ideas for attracting people to West Yellowstone for the event. She estimates that the first year would cost approximately \$330,000. She estimates the event would bring 2500 people to Town and shares several revenue estimates, too. Her revenue estimates come to \$331,000. She says she has already contacted several vendors and is confident that she has already secured \$50,000 in sponsorship. Mann says she intends to proceed with this project, but affirms that one person cannot do it alone. She says they need a committee to work on the event and the support of the Town to move forward. Forsythe asks Mann what is she asking from the Town. Mann responds that they need support, use of public property, etc. Johnson says they can offer that kind of support and in-kind services such as moving snow. Parker asks if they envision the entire event taking place in West Yellowstone and Mann answers that she does.

DISCUSSION

- 4) Mayor Schmier says that they ran out of time at the work session that was scheduled to discuss the West Yellowstone Community Aquatic Center. He says that they feel like they need to revisit the issue and give Scott Clark, the presenter, a better answer. Council Member Costello sent out an email that shared several ideas about the project. The

Council asks Clark if he saw that email and how he felt about those ideas. Clark says he thought they were very fair. Costello says that the reason he sent out that email was for the Council to consider whether it wants to proceed with this project or not. The Council agrees they do not need to consider square footage or parking spaces at this time, but just decide whether they are willing to proceed. Schmier says that this situation seems very similar to the Resolution that is in place for the Yellowstone West Medical Center.

Doc Stewart says that if they do approve building the center on parkland, they need to hold public meetings before they use that land for something else. Kerrie Taggart says the aquatic center would be a huge benefit for a lot of people and says they would be crazy not to support it. Jan Stoddard says that from a tourism standpoint, it would be a very good asset for the community. Kristy Coffin says Clark has done a lot of work and put his own time into this project. She thinks they need to let him move forward and see it through. Doc Stewart says he also thinks it would be a great asset for the community, but what they really need to consider is whether the Town can afford to take it over should it fail. Marysue Costello asks for a step by step process of what would have to happen for the Town to provide the land. Schmier says that it sounds like Clark just needs assurance that the Town will provide the land so he can proceed. Guay says that the process to decertify the parkland can be done concurrent with the fund-raising and lease preparation.

Motion carried that the Town Council will agree with a Resolution to allow the Aquatic Center to move forward and the Town will commit to a specific piece of land...Forsythe withdraws second, Costello tries again.

Johnson says that he agrees that a swimming hole would be great for this town, but the feasibility study said it wouldn't make it. He says it would be great for the tourists and great for the locals, and it would be an economic boost for the town. He says the ropes course is, too, but they didn't come and ask for free land. He says there is only so much land and he questions whether approving this leaves enough space for the proposed medical center. He says that he cannot vote to support preparing the resolution or leasing the land.

- 6) Schmier explains that they have received an Application to Maintain an Encroachment from Martel Construction to use the property west of the Povah Center as a staging area for manufactured housing. Patterson says that these units are expected to arrive on four to six semi-trucks at a time. They will arrive in Town around 4 PM or 5 PM in the afternoon and then they will transport them into the park at 10 PM that evening. Patterson says that they only expect to use the Town property if something goes wrong. They expect to just park the trucks along Iris and Yellowstone Avenue. This project is expected to take 27 days and expect that no trailer would be parked longer than 48 hours. Jan Stoddard asks if the trucks will be running or idling while they are parked. Patterson says they will not.
- 7) Town Clerk Liz Roos mentions that they still have a vacancy on the Cemetery Board of Trustees.
- A) **Advisory Board Reports:** Public Services Superintendent James Patterson explains that the Planning Board met last week. They did not discuss the Growth Policy because they want to invite the people that worked on it in 2006 to meet with them and share their insights before they start dissecting it. They did discuss the proposed Geyser Inn that is planned to be built on South Electric.
- B) **Operations Manager and Department Head Reports: Recruitments - Police Officer** – The police commission interviewed four candidates and recommended three to proceed forward in the hiring process. One candidate pulled his application because he accepted a promotion from his current employer. The Sheriff's office is doing background checks on the two remaining candidates. We have also forwarded their information to Dr. Watson to begin psychological testing. I intend to place another add in newspapers beginning this week to see if we can attract additional POST-Certified applicants. **911 Advisory Committee** – The Committee will meet tomorrow, July 15 at 2:00 p.m. here at the Town Hall. **Campfires in Town/Burn Permits** – Chief Waldron postponed the

meeting we had scheduled for June 19. The meeting has not been rescheduled to date.

Dispatch Center Power Outage and Generator – We conducted a test of the new fan at the dispatch center on June 19. The generator was operated for more than two hours, and the temperature inside the generator building remained within acceptable limits. We plan to test the system again, now that our air temperatures are routinely reaching 80° F.

Request to Release Confidential Criminal Justice Information – The Town Attorney released a summary of the Department of Criminal Investigation’s report on the Police Chief on July 2.

Public Services Department – New steps and sidewalks have been poured in the back of the Union Pacific Dining Lodge (UPDL.) Public Services will be installing a railing down the steps for pedestrian safety. Montana Underground has nearly completed all parkway drainage improvements and Public Services will begin final grading sometime next week. James reports that the sewage treatment plant is operating up to standards now that the work on the aerators is complete and two of the three new aeration pumps are operating efficiently.

80 acres – Anna Callahan from the Forest Service is looking into the possibility of the FS paying for the Phase I environmental assessment of the property. She is attending training for the next three weeks but will get back with me when she returns.

Johnson asks Patterson about the \$190,000 they have budgeted to study expansion of Whiskey Spring to the next spring. He questions whether they are on schedule for that. Patterson says they are and does not think they should delay it. Town Engineer Dick Dyer will be here on Thursday and they plan to discuss it.

- C) Mayor Schmier reads a letter from Fire Chief Scott Waldron. Costello says they were working toward a purchase option, but he does not recall discussion about a lease. Guay says that she did get some feedback from legal counsel. Mersen said that the Interlocal Agreement with HBFD does not appear to prohibit leasing the building but it does not appear to permit it either. Mersen asked for more time to look into the matter. Mayor Schmier reads a motion from the October 1, 2013 Town Council Meeting where a motion was made to enter into discussions with HBFD to regarding the sale or lease of Fire Station 1. Forsythe asks if there is any reason they couldn’t enter into negotiations with the District in good faith. The Council agrees that they should wait until they get more direction from Mersen but then should schedule a work session with the Board to discuss the issue.

CORRESPONDENCE

Dated July 3, 2014, YNP Acting Chief Ranger Bonnie Schwartz writes to clarify that YNP law enforcement officers are not currently providing mutual aid law enforcement to the Town of West Yellowstone nor does it request that the WYPD respond to law enforcement situations within park boundaries. Received July 11, 2014, Steve Hulett writes in support of Chief of Police Gordon Berger. Dated June 26, 2014, the Montana Department of Administration, State Accounting Division writes to notify the Town of its acceptance of Town’s FY 2013 Audit Report.

The meeting is adjourned. (8:30 PM)

Mayor

ATTEST:

Town Clerk

WEST YELLOWSTONE TOWN COUNCIL
Special Meeting & Work Session
July 22, 2014

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

OTHERS PRESENT: Operations Manager Becky Guay, Finance Director Lanie Gospodarek, Public Services Superintendent James Patterson, Assistant Public Services Superintendent David Arnado, Ed Geiger (YHC), Shane Grube (HBFD), Marge Wanner, Rod Sainsbury (Buffalo Bar Owner), Marysue Costello (WY Chamber), Carol Leasure (YHC)

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

Council Comments

Mayor Schmier reports that he and Council Member Costello attended the fundraiser dinner for the Yellowstone Historic Center last week and it was a very nice event. James Patterson mentions that he also attended and agrees with Schmier's assessment.

Public Comment Period

No public comment is received.

Special Meeting

- 1) Motion carried to approve Resolution No. 653, as amended, a resolution to exempt Pioneer Park from Section 9.12.020 of the West Yellowstone Municipal Code, Public Drinking Prohibited, on August 2, 2014 during the Yellowstone Rod Run. (Johnson, Costello)

- 1) Mayor Schmier explains that they have received a request to lift the open container law in the city park during the Yellowstone Rod Run Show n Shine on August 2, 2014. Operations Manager Becky Guay explains that they need to change the wording in the resolution to reflect that the beer sales will be handled by the Buffalo Bar under its catering license and insurance, not by the Chamber of Commerce Winter Events Committee. Rod Sainsbury, owner of the Buffalo Bar, emphasizes that all the proceeds from the sales will be donated to the Winter Events Committee but the booth will be run by his staff who are trained to identify and "card" individuals who appear to be too young to drink alcohol. The Council discusses the fact that they have allowed such sales in the past in the city park during certain events and details of the request. Sainsbury explains that they will actually use a trailer with taps from Cardinal Distributing and the beer will be served in cups rather than bottles and cans, which should cut down on garbage. Guay reads the amended language of the resolution to the Council.

WORK SESSION

Mayor Schmier explains the purpose of the work session this evening is to discuss the FY 2015 Budget. Guay draws attention to a tally sheet that summarizes the recent changes that have been made including correction of some errors, spreading the cost of liability insurance between funds, and removing two new police officers. The current shortfall is just over \$164,000. The Council discusses the proposed backhoe plow attachment for public services. Patterson encourages the Council to leave the attachment in the budget. They also discuss the \$25,000 they have budgeted for sidewalk repair. Patterson says he has got a price to hydraulically lift the sidewalks, but he thinks they first need to address the corners and make sure they all comply with the American Disabilities Act (ADA). Patterson estimates that it will cost approximately \$1000/corner. He estimates that \$25,000 will be enough to get them started on that project this year. They also discuss what needs to be allocated to replace the bulbs in the streetlights and switching over to LED lights. Town Clerk Liz Roos briefly explains the Town's obligations for the Montana League of Cities and Towns conference which will be held in West Yellowstone in October. Mayor Schmier asks Patterson if they can delay the purchase of a new utility pickup truck for the Parks Department for another year. Patterson says they can but he wants assurance it will be budgeted next year. ☺ Johnson says he thinks that \$7200 for recycling is pretty steep

and they should consider doing it themselves. Patterson says he has talked to Gus Tureman of Two Seasons Recycling about reducing that cost but Tureman has not got back to him on that yet. The discussion moves on to the request for \$50,000 from the Yellowstone Historic Center (YHC) to operate and manage the Union Pacific Dining Lodge. Johnson asks how much is it costing the Town to employ a part-time facilities technician to assist with management of the building this summer. Gospodarek says that will cost the Town about \$8600. Johnson asks about the agreement the YHC is putting together to take over management of the UPDL. The agreement will be for \$50,000 the first year and then decrease by \$10,000 per year for the length of the five-year agreement. Costello says that he doesn't think the Town should be in the convention-center business. He says he doesn't think the Town does a very good job of managing the building and they actually want to take on the responsibility. He also points out the Town incurs a significant cost running and maintaining the building. The Council considers what it costs to actually manage the building. Gospodarek summarizes the utility costs and employee cost which is offset by revenue and estimates that it costs the Town around \$12,000 a year to operate the building as it does currently. Forsythe says he would like to see the YHC take over the building and run it like a business, he doesn't think they should have to pay for the marketing, and would support allocating \$30,000 in this years budget. He says he really wants to see the YHC take it over. Johnson agrees with Forsythe and says he has talked to a couple other event centers and got estimates that it should cost \$25,000 to \$30,000 to run it four months a year. Schmier suggests that for the time being, they reduce the allocation to the YHC to take over operation of the UPDL to \$30,000 for FY 2015. Forsythe suggests they reduce the utility pickup truck to \$20,000. They also consider the \$4000 for gymnastics equipment for the basement of the Povah Center as well as a new floor. The group discusses the \$75,000 to cover vacation and sick leave payouts for three possible terminations of long-term employees. Gospodarek explains that she has calculated the cost for the three employees that are carrying the most hours. Johnson points out the risk-share for Community Health Partners. The request was for up to \$100,000 but he thinks they will be okay with \$75,000 as they were given this year. He suggests that they also make the allocation a grant to provide healthcare, considering the multiple providers that they have had in West Yellowstone. They also briefly discuss the interfund transfer for the Library but Gospodarek indicates she will have to research further to determine why that transfer has increased nearly \$30,000.

Guay directs the group to the Capital Improvement Plan, specifically Table 6-which outlines all the capital projects that are scheduled for FY 2015. The Council discusses the projects and capital purchases that are on the current list. There is considerable discussion about the concrete pad for the ice skating rink in the city park. Patterson says he would be willing to give up the utility pickup and backhoe plow attachment to ensure that they keep moving forward on the ice skating rink. The Council makes several suggestions as to how to reduce the shortfall. Gospodarek indicates she will make the changes that were discussed and send out a new summary prior to the work session next week.

The meeting is adjourned. (8:45 PM)

Mayor

ATTEST:

Town Clerk

WEST YELLOWSTONE TOWN COUNCIL

Work Session

July 29, 2014

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

OTHERS PRESENT: Operations Manager Becky Guay, Finance Director Lanie Gospodarek, Public Services Superintendent James Patterson

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

Public Comment Period

No public comment is received.

Mayor Schmier calls the meeting the order. The purpose of the meeting is to discuss the FY 2015 budget. Schmier asks Operations Manager Becky Guay and Finance Director to describe the current financial status of the budget. Guay explains that since the last meeting they determined that they still had a storage barn at the sewer lagoon in this year's budget, but they had decided to delay that project until FY 2016, estimated to cost \$50,000. They also were able to reduce the amount that was budgeted to replace the steps at the Union Pacific Dining Lodge by \$25,000. They have not heard back from MMIA about insurance coverage for replacing the roof at the water tower so that project is still budgeted in full. Public Services Superintendent James Patterson says they have also reduced the budget for recycling. He explains that what is being put into the recycling bins in the downtown area is mostly garbage and requires a significant amount of sorting to recycle. The only materials they can actually recycle come from the Town Offices and they didn't feel like the cost of the service was worth the results. Two Seasons Recycling is not willing to reduce its fee so they will not be recycling what is collected. Patterson says they are leaving \$3500 in that line item in case they can work something out with Two Seasons for a reduced cost. The Council discusses the Library budget. Gospodarek explains that last year that fund had nearly a \$20,000 fund balance, so the Town contribution was significantly less. In addition, the Library Board has indicated that they want to increase the salaries for the Library Director and Assistant Director by 6% and in the event the Library Director retires they have budgeted for family insurance coverage. Gospodarek explains that after making all the changes discussed last week, they have approximately \$27,000 more in revenue than expenditures. That money could be budgeted for another project or save that money as part of the fund balance. Forsythe asks if they ever set money aside for anticipated purchases that are a few years down the road, such as a new snowblower. Johnson answers that they often do that, like the money they set aside for the alley project that is being completed this year. Guay suggests that they set that \$27,000 aside as part of the fund balance in case there is an unanticipated expenditure part-way through the year, then they could amend the budget. Gospodarek explains that their approach is typically to budget revenue very conservatively and expenditures more generously to ensure that they do not wind up with a shortfall in any area of the budget. Schmier clarifies that they have budgeted \$30,000 for the Yellowstone Historic Center to operate the UPDL, but they also budgeted the utilities for the building for the entire year but did not budget any rental revenue. The Council also discusses the concrete pad for the ice rink in the northwest corner of Pioneer Park, estimated to cost \$63,000 including lighting. Johnson says he thinks the Council should host some public meetings and adopt the plan for Pioneer Park before moving ahead with any of the proposed improvements in the park. They briefly discuss how the concrete pad could be used during the summer months as a splash park or skate park. The Council also discusses the \$30,000 that was allocated for the YHC to operate the UPDL. Guay says that they have put that \$30,000 in the budget so if an agreement is reached with the YHC, there is money available. Ed Geiger says they have received the first draft of the agreement back from the YHC's lawyer, but his board hasn't been able to review it yet. Johnson says that he has heard several comments about the condition of the bear statue in Grizzly Park. Patterson says that he was contacted by the Grizzly & Wolf Discovery Center in May and they indicated that they were going to take responsibility for the statue and landscaping around it this year, but obviously that has not happened. He says he will make sure his staff goes up there this week and addresses the weeds and "wildflowers." Forsythe says he has questions about

employee benefits and accounting for time worked, mostly because he deals with it regularly in his business. He clarifies that employees have the option whether to participate in the health insurance plan. Gospodarek says that is correct. The Council discusses implementing the use of time clocks and more accurate accounting for time worked. The Council asks the staff to look into what it would cost and the details for setting up a time clock. Schmier says that considering that they are about to enter into union negotiations, it has been suggested that they contract with a professional negotiator. Guay says she supports the idea and knows several professional negotiators in the state. She estimates it would cost the town up to \$10,000. Costello questions whether they need to consider that option yet, negotiations could go very smoothly. Guay says that in lieu of a professional negotiator, they would probably rely heavily on the Town's attorney, which could easily cost just as much. She also says that the professional negotiator will probably work on an hourly basis, so they will only pay for how much work they do. The Council discusses the union negotiation process.

The meeting is adjourned. (7:30 PM)

Mayor

ATTEST:

Town Clerk

Town of West Yellowstone Business License Application

Business Name: Tao's tea bar.
 Applicant: Four Seas, LLC
 Contact Person: Lingtao zhang
 Mailing Address: P.O. Box 1212 W. Yellowstone, MT 59758
 Physical Address of Business: 132 Madison Ave W. Yellowstone, MT 59758
 Phone Number: 406.640.1375 Fax Number: _____
 Email Address: itissoeasytoremember@gmail.com Website: _____

Signature of Property Owner of Record: _____

Subdivision: Old Town
 Block: 27 Lot: 5

Zoning District, please mark one:

- | | |
|--|---|
| <input checked="" type="checkbox"/> B-3 Central Business District (Old Town) | <input type="checkbox"/> PUD Planned Unit Development (Grizzly Park) |
| <input type="checkbox"/> B-4 Expanded Business District (Grizzly Park) | <input type="checkbox"/> Residential Districts, Home Occupations Only (Mad Add) |
| <input type="checkbox"/> E-2 Entertainment District (Grizzly Park) | |
| <input checked="" type="checkbox"/> New Business | <input type="checkbox"/> Transfer of Ownership |
| <input type="checkbox"/> Change of Location | <input type="checkbox"/> Name Change |

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

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

25 Seatings for tea, coffee, pre-packed consumption.

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

Shanglingtao
 Signature of Applicant

Total Amount Due: \$ _____

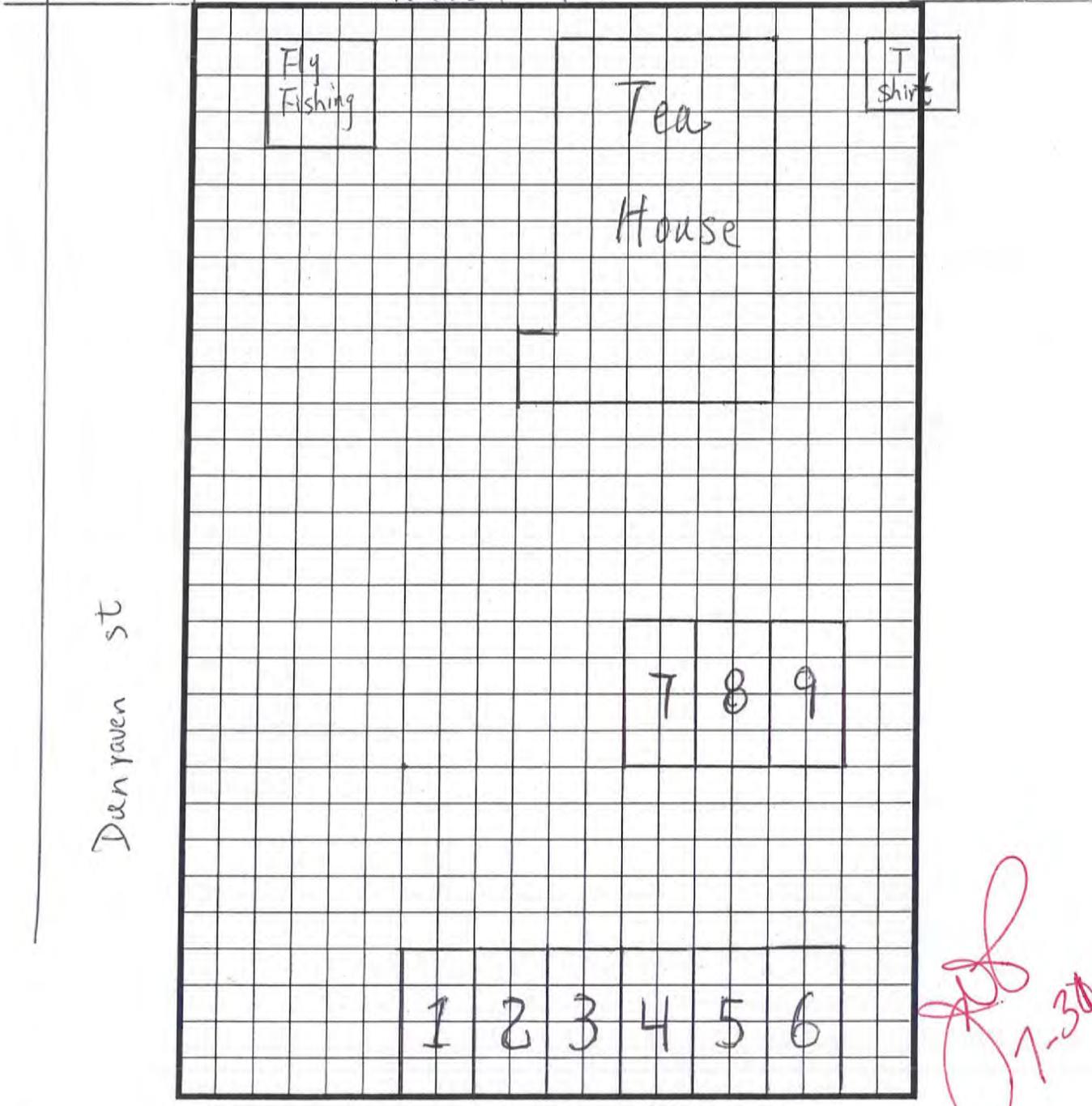
Signature of Applicant
7/30/14
 Date

FOR OFFICE USE ONLY

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

Site Plan

Business Name: Tao's Tea Bar.
Business Owner: Lingtao Zhang
Business Street Address: 132 Madison Ave
Block: 27 Lot: 5 Subdivision: Old town
Madison Ave



Scale: 1 inch = 20 feet

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

APPLICATION TO MAINTAIN AN ENCROACHMENT

Town of West Yellowstone
Gallatin County, Montana

DATE: 07/24/2014

APPLICANT: Fremont Communications

ADDRESS: 110 E. MAIN Street, St. Anthony, ID 83445

PHONE: 208.624.7120

INTEREST IN PROPERTY: Provide Fiber optics to CELL SITE

OWNER OF RECORD'S SIGNATURE:



1. LEGAL DESCRIPTION:

Subdivision: _____

Block: _____ Lot: _____

Zoning District Number: _____

2. Please describe specifically the construction and size of the proposed encroachment. On the reverse of this application, please provide a sketch of the proposed encroachment.

Fremont Comm. has an order to provide Fiber optic services to the AT&T TOWER located in the middle of the block Dunraven between D-Privy & Gibbons street

PLEASE SEE ATTACHED SKETCH



Signature of Applicant

07/24/14

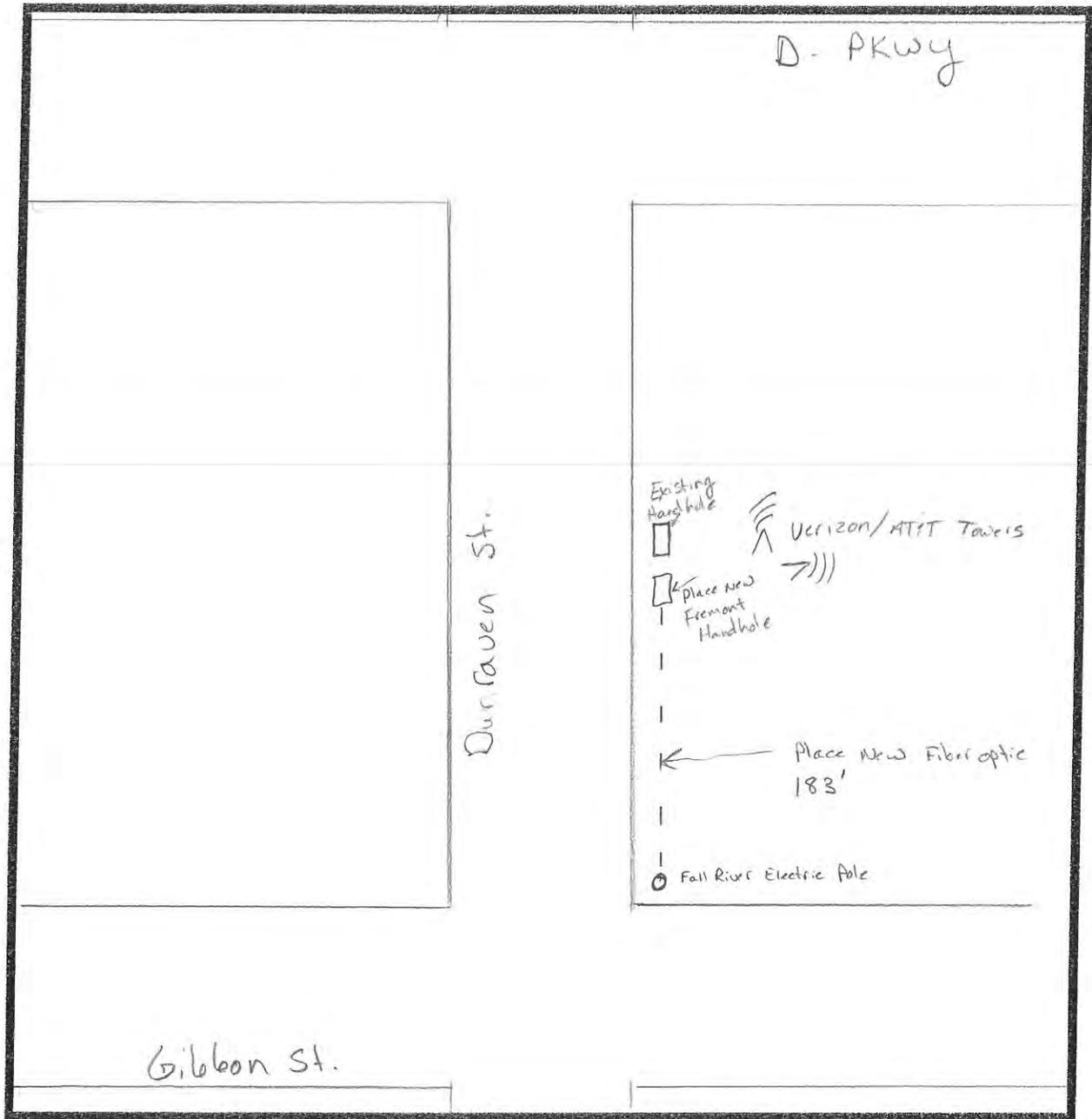
DATE

For Office Use Only:
DECISION BY TOWN COUNCIL

Approved Disapproved

Mayor/Operations Manager

DATE



PLEASE INDICATE DIRECTION

APPLICATION TO MAINTAIN AN ENCROACHMENT

Town of West Yellowstone
Gallatin County, Montana

DATE: 7/31/14
APPLICANT: DAYS INN
ADDRESS: 301 MADISON AVENUE
PHONE: WORK - 646-7856 CELL - 640-1361 (BEST)
INTEREST IN PROPERTY: _____

OWNER OF RECORD'S SIGNATURE: Gael F Loomis

1. LEGAL DESCRIPTION:

Subdivision: B3
Block: 18 Lot: 8, 11, 12, 13, 14
Zoning District Number: B3

2. Please describe specifically the construction and size of the proposed encroachment. On the reverse of this application, please provide a sketch of the proposed encroachment.

WE WOULD LIKE TO PAVE OVER A PORTION OF THE CITY SNOW PARK. THIS WOULD BE ON BLOCK 18 ALONG ALLEY/PARKWAY B. PAVEMENT WOULD EXTEND FROM PARKWAY B, SOUTH TO EXISTING PARKING ON SIDE. FROM EXISTING PARKING, TO THE EAST, WEST TO THE TREES IN THE SNOW PARK. WE WOULD LIKE TO PAVE WITHIN 5' OF THE TREES.

Gael F Loomis
Signature of Applicant

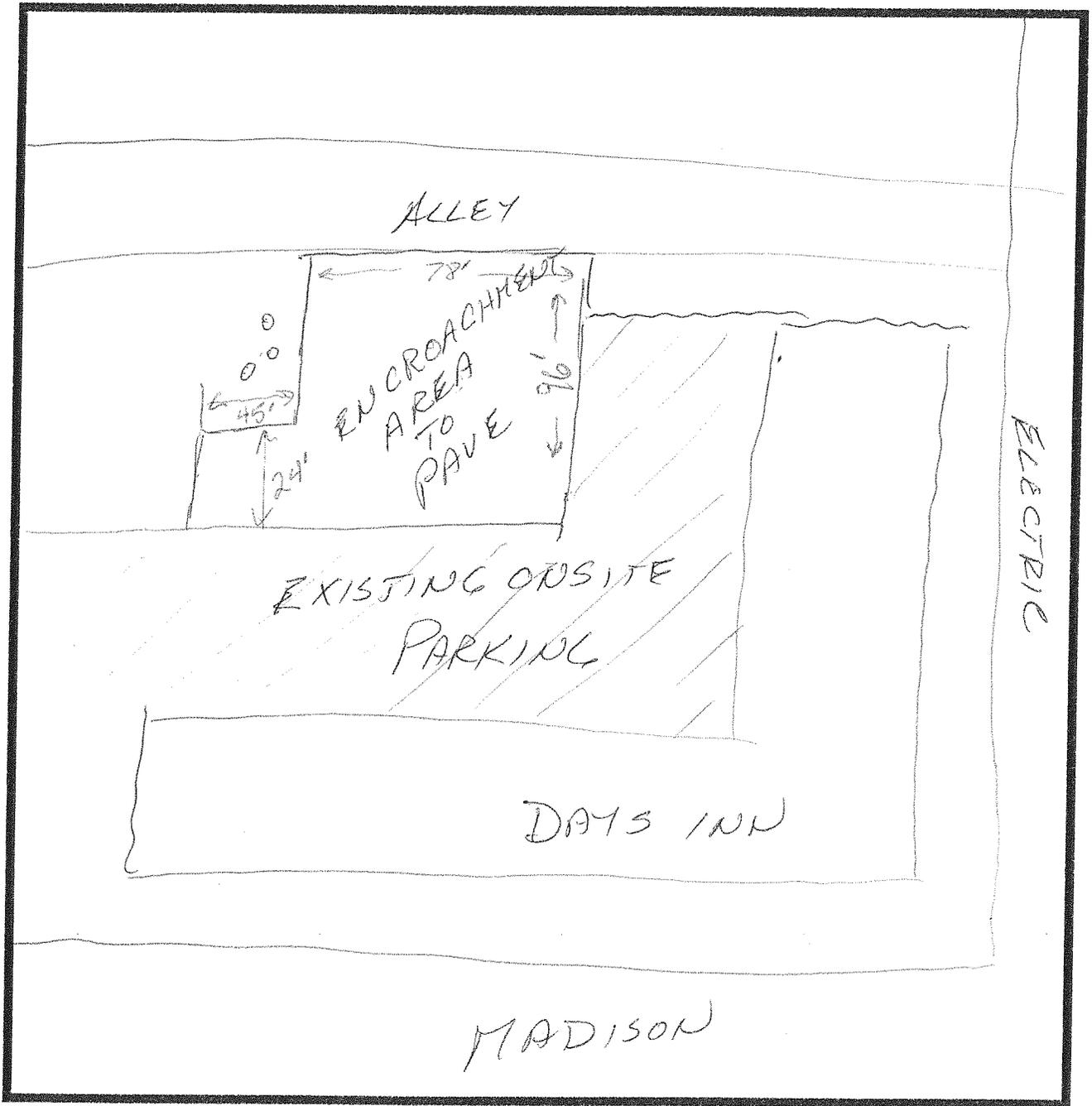
8/1/14
DATE

For Office Use Only:
DECISION BY TOWN COUNCIL

Approved Disapproved

Mayor/Operations Manager

DATE



PLEASE INDICATE DIRECTION

Sheri Holtzen, Deputy Town Clerk

From: Melanie Bricker [melanie.kishan@hotmail.com]
Sent: Tuesday, July 22, 2014 5:02 PM
To: info@townofwestyellowstone.com
Subject: Request for Late Fee to be Waived

Hello!

My name is Melanie Bricker and I am the controller for The Kishan Group and we own the Best Western Weston Inn in West Yellowstone. At the end of May, I unexpectedly went into early labor due to complications and was out of the office for the next 7 weeks. Now I am back, and realized that I forgot to ask someone to pay the Resort and TBID tax for me. I have never been late on a payment before and have been paying these taxes since 2010. I was hoping that you would be willing to waive the late fee for me this one time. Thank you for your time and consideration.

Warm Regards,

Melanie Bricker

Controller
The Kishan Group, Inc.
5851 S. Virginia St.
Reno, NV 89502
Ph: 775-829-4611
Fax: 775-825-2048

RESOLUTION NO. 654

A RESOLUTION EXPRESSING THE INTENTION OF THE TOWN OF WEST YELLOWSTONE TO ALLOW THE USE OF LAND OWNED BY THE TOWN TO BE USED AS THE SITE FOR A COMMUNITY AQUATICS CENTER

WHEREAS, the Town of West Yellowstone does not currently have an public aquatics center to serve the recreational and fitness needs of the West Yellowstone community, its residents, and visitors; and,

WHEREAS, the Town has now owns or will own various properties that would be suitable and appropriate as a site for a community aquatic center;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WEST YELLOWSTONE, AS FOLLOWS:

1. It is the intention of the Town of West Yellowstone to make available property for the express purpose of establishing a site for a public community aquatics facility, the location and size of which will be determined upon additional negotiations. Any lease of such land shall be contingent upon the following conditions;

2. The conditions upon which the Town would lease or donate real property for the purpose described above shall include the following:

a. That the person or organization developing the aquatic center enter into a lease agreement with the Town of West Yellowstone;

b. That the property and improvements thereon be used for a community aquatic center, and other uses directly associated with such a facility, and not for any other use;

c. That, except for a first mortgage or lien for financing construction of improvements, the owner of the property not allow any liens, mortgages, or other encumbrances to be imposed upon the property or any part thereof;

d. That the property and facility be constructed, maintained and operated in compliance with all applicable federal, state, and local codes, statutes, rules and regulations;

e. That the entity leasing the property is a tax-exempt corporation certified under Internal Revenue Code § 501(c)(3), that the entity maintain that status and that it comply with all rules and regulations pertaining to that status;

f. That the person or organization developing the aquatic center submit to the Town a business plan in a standard or customary form, including but not limited to an estimate of the total cost of the facility, as well as a description of the amount anticipated to be received from donations, loans, grants, and other sources;

g. That the facility on the property not default or become delinquent on any obligations, or violate any applicable laws, rules or regulations;

h. That the Town has the right to enter the property and any improvements thereon, at reasonable times, to ensure compliance with the requirements of the lease;

i. That the person or organization developing the aquatic center shall prove to the Town, by certified bank records, that on or before the third anniversary of the approval of the lease agreement for the property that the person or organization has in its possession funds equal to or exceeding 60 percent of the estimated \$5,000,000 cost to develop the aquatic center. Prior to the commencement of construction of the aquatic center, but not to exceed five years from the approval of the lease agreement, the person or organization developing the aquatic center shall prove to the Town that funds equal to or exceeding 100 percent of the development costs are available. If the person or organization developing the aquatic center does not meet the requirements set forth in this section, the Town may terminate the agreement at the end of three years or five years as specified above;

j. That the owners of the property maintain adequate liability and casualty insurance on the property, naming the Town of West Yellowstone as an additional insured, and provide a copy of such insurance policy and associated declarations page to the Town.

k. That in the event of any failure to comply with the conditions of the transfer, ownership of the real estate, together with all improvements and fixtures thereon, shall revert to the Town;

3. The Town may impose different or additional conditions upon the transfer contemplated by this resolution.

5. Unless renewed by affirmative action of the Town, this resolution shall expire five years from the date of adoption.

PASSED BY THE TOWN COUNCIL AND APPROVED BY THE MAYOR
this _____ day of _____, 2014.

Mayor

Council Member

Council Member

Council Member

Council Member

ATTEST:

By: _____
TOWN CLERK

Montana Code Annotated 2013

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39-31-301. Representative of public employer. The chief executive officer of the state, the governing body of a political subdivision, the commissioner of higher education, whether elected or appointed, or the designated authorized representative shall represent the public employer in collective bargaining with an exclusive representative.

History: En. Sec. 9, Ch. 441, L. 1973; amd. Sec. 3, Ch. 313, L. 1974; amd. Sec. 1, Ch. 35, L. 1975; R.C.M. 1947, 59-1609.

Provided by Montana Legislative Services

Montana Code Annotated 2013

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39-31-305. Duty to bargain collectively -- good faith. (1) The public employer and the exclusive representative, through appropriate officials or their representatives, have the authority and the duty to bargain collectively. This duty extends to the obligation to bargain collectively in good faith as set forth in subsection (2).

(2) For the purpose of this chapter, to bargain collectively is the performance of the mutual obligation of the public employer or the public employer's designated representatives and the representatives of the exclusive representative to meet at reasonable times and negotiate in good faith with respect to wages, hours, fringe benefits, and other conditions of employment or the negotiation of an agreement or any question arising under an agreement and the execution of a written contract incorporating any agreement reached. The obligation does not compel either party to agree to a proposal or require the making of a concession.

(3) For purposes of state government only, the requirement of negotiating in good faith may be met by the submission of a negotiated settlement to the legislature in the executive budget or by bill or joint resolution. The failure to reach a negotiated settlement for submission is not, by itself, prima facie evidence of a failure to negotiate in good faith.

History: (1)En. Sec. 4, Ch. 441, L. 1973; Sec. 59-1604, R.C.M. 1947; (2), (3)En. Sec. 5, Ch. 441, L. 1973; amd. Sec. 1, Ch. 36, L. 1975; amd. Sec. 1, Ch. 97, L. 1975; amd. Sec. 2, Ch. 384, L. 1975; Sec. 59-1605, R.C.M. 1947; R.C.M. 1947, 59-1604, 59-1605(3), (4); amd. Sec. 1512, Ch. 56, L. 2009.

Provided by Montana Legislative Services

Montana Code Annotated 2013

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39-31-306. Collective bargaining agreements. (1) An agreement reached by the public employer and the exclusive representative must be reduced to writing and must be executed by both parties.

(2) Except as provided in subsection (5), an agreement may contain a grievance procedure culminating in final and binding arbitration of unresolved grievances and disputed interpretations of agreements.

(3) An agreement between the public employer and a labor organization must be valid and enforced under its terms when entered into in accordance with the provisions of this chapter and signed by the chief executive officer of the state or political subdivision or commissioner of higher education or by a representative. A publication of the agreement is not required to make it effective.

(4) The procedure for the making of an agreement between the state or political subdivision and a labor organization provided by this chapter is the exclusive method of making a valid agreement for public employees represented by a labor organization.

(5) An agreement to which a school is a party must contain a grievance procedure culminating in final and binding arbitration of unresolved and disputed interpretations of agreements. The aggrieved party may have the grievance or disputed interpretation of the agreement resolved either by final and binding arbitration or by any other available legal method and forum, but not by both. After a grievance has been submitted to arbitration, the grievant and the exclusive representative waive any right to pursue against the school an action or complaint that seeks the same remedy. If a grievant or the exclusive representative files a complaint or other action against the school, arbitration seeking the same remedy may not be filed or pursued under this section.

History: En. Sec. 10, Ch. 441, L. 1973; amd. Sec. 4, Ch. 313, L. 1974; R.C.M. 1947, 59-1610; amd. Sec. 1, Ch. 582, L. 1993.

Provided by Montana Legislative Services

Montana Code Annotated 2013

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39-31-401. Unfair labor practices of public employer. It is an unfair labor practice for a public employer to:

(1) interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in [39-31-201](#);

(2) dominate, interfere, or assist in the formation or administration of any labor organization. However, subject to rules adopted by the board under [39-31-104](#), an employer is not prohibited from permitting employees to confer with the employer during working hours without loss of time or pay.

(3) discriminate in regard to hire or tenure of employment or any term or condition of employment in order to encourage or discourage membership in any labor organization. However, nothing in this chapter or in any other statute of this state precludes a public employer from making an agreement with an exclusive representative to require, as a condition of employment, that an employee who is not or does not become a union member must have an amount equal to the union initiation fee and monthly dues deducted from the employee's wages in the same manner as checkoff of union dues.

(4) discharge or otherwise discriminate against an employee because the employee has signed or filed an affidavit, petition, or complaint or given any information or testimony under this chapter; or

(5) refuse to bargain collectively in good faith with an exclusive representative.

History: En. Sec. 5, Ch. 441, L. 1973; amd. Sec. 1, Ch. 36, L. 1975; amd. Sec. 1, Ch. 97, L. 1975; amd. Sec. 2, Ch. 384, L. 1975; R.C.M. 1947, 59-1605(1); amd. Sec. 34, Ch. 397, L. 1979; amd. Sec. 1514, Ch. 56, L. 2009.

Provided by Montana Legislative Services

AGREEMENT

This Agreement, made and entered into by and between the TOWN OF WEST YELLOWSTONE, a Political Subdivision of the State of Montana, hereinafter called the "EMPLOYER", and the WEST YELLOWSTONE EMPLOYEES UNIT of the MONTANA PUBLIC EMPLOYEES ASSOCIATION, referred to as the "ASSOCIATION".

Whereas, the employer considers the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees and insofar as such practices and procedures are appropriate to the functions and obligations of the employer acting through its Operations Manager, to retain the right effectively to operate in a responsible and efficient manner and are consonant with the paramount interests of the employer and its employees.

Whereas, it is the intention of this agreement to provide, where not otherwise mandated by statute, for the salary structure, fringe benefits, and employment conditions of the employees covered by this agreement, to prevent interruption of work and interference with the efficient operation of the employer and to provide an orderly and prompt method of handling and processing grievances.

Now, therefore, the parties agree with each other as follows:

ARTICLE 1, RECOGNITION AND MEMBERSHIP

- A. The employer recognizes the Association as the sole and exclusive bargaining agent for all employees who are or may perform bargaining unit work under the association's jurisdiction as agreed to in the voluntary recognition agreement of April 18, 1996.
- B. The employer recognizes the Association consists of all classified employees, excluding department heads of the Public Services, Finance, Court, Police, Fire and Job and Social Services Departments. This agreement also excludes Police Officers and Firefighters covered by other agreements. Library staff is not covered by this agreement.
- C. The stewards will provide the Association in writing the name, address, and date of hire of all new employees within 14 days of hire.
- D. No member of the association shall be discharged or discriminated against for upholding association principles. No member working under instructions of the association, or who has served on the association committee, shall lose his/her position or be discriminated against based on that service.
- E. No employee under the jurisdiction of the Association prior to the date of this contract, who is receiving more than the rate of wages designated in the addenda attached to this contract, shall suffer reduction in the wage rate or conditions of employment through the operation, or because of the adoption, of this agreement.

- F. The authorized business representative of the Association shall be permitted to visit employees upon giving notice to the supervisor and obtaining the supervisors permission.

ARTICLE 2, ILLEGAL DISCRIMINATION

The Employer and the Association agree that neither shall discriminate against applicants for employment, or any employee as to the terms and conditions of employment, by reason of race, religion, color, sex, creed, age, disability, sexual orientation or national origin. The parties further agree to use the complaint process described in the Town of West Yellowstone Personnel Policy Manual to investigate and resolve discrimination complaints.

ARTICLE 3, ASSOCIATION SECURITY

- A. Employees covered by this agreement as a group shall not be required to join the Association but must, as a term and condition of employment, pay a representation fee to the Association.
- B. Upon receipt of a written authorization from an employee covered by this agreement, the Employer shall deduct from the employee's pay the amount owed to the Association within 30 calendar days. Changes in the Association membership dues rate and representation fee will be certified to the Employer in writing over the signature of the authorized officer or officers of the Association and shall be done at least 30 calendar days in advance of such change.
- C. All employees covered by the terms of this agreement shall within 30 days of the signing of this agreement, or within 30 days of employment, whichever is later, pay dues or the representation fee to the Association. The Employer shall discharge employees who fail to comply with this requirement within 30 days of receipt of written notice of default by the Association. The Association may make written notice of default and demand for discharge after the 30 day period specified above. The discharge of the affected employee(s) shall occur 30 calendar days from receipt by the Employee of the Association's written notice of default and demands for discharge.
- D. The Employer, within 30 days of the signing of this Agreement, shall present the Association with a list of names and addresses of all current employees covered by this Agreement, and shall update such list each month for all new hires.
- E. The Association will indemnify, defend and hold the Employer harmless against any and all claims made and against any suit instituted against the Employer, including but not limited to attorney's fees and costs of defense thereof, on account of any provision of this Article.

ARTICLE 4, MANAGEMENT RIGHTS

Pursuant to 39-31-303.MCA, the Association shall recognize the prerogative of the employer to operate and manage its affairs in such areas as, but not limited to:

- A. Directing employees.
- B. Hiring, promoting, transferring, assigning, and retaining employees.
- C. Relieving employees of duties because of lack of work or funds or conditions where continuation of such work or funds would be inefficient and nonproductive.
- D. Maintaining the efficiency of government operations.
- E. Determining the methods, means, job classification, and personnel by which the employer operations are to be conducted.
- F. Taking whatever actions may be necessary to carry out the missions of the employer in situations of emergency.
- G. Establishing the methods and processes by which work is performed.

ARTICLE 5, HOLIDAYS

The following days are recognized as paid holidays. All full-time regular, seasonal or temporary status employees shall receive eight (8) hours off with pay for days observed as legal holidays or authorized proclaimed work days off, provided they are in an active pay status on the last regularly scheduled working day prior to the holiday. Part-time regular, seasonal and temporary status employees shall receive holiday benefits on a prorated basis. The prorated benefit will be calculated by taking the daily average from the two full pay periods prior to the holiday. Holidays that occur in those prior pay periods will not be used in the calculation.

- 1. New Year's Day, January 1.
- 2. Martin Luther King Day, third Monday in January.
- 3. President's Day, third Monday in February.
- 4. Memorial Day, last Monday in May.
- 5. Independence Day, July 4.
- 6. Labor Day, first Monday in September.
- 7. Columbus Day, second Monday in October.

8. Veteran's Day, November 11.
9. Thanksgiving Day, fourth Thursday in November.
10. Christmas Day, December 25.
11. State-wide election day in November of even years.
12. Any day declared a national legal holiday for all governmental subdivisions within the entire nation by the President of the United States; any day declared a state legal holiday for all State and local political subdivisions by the Governor of the State of Montana; any day declared a legal holiday for all Town government employees by the Mayor of the Town of West Yellowstone.

When the holiday falls on a Sunday, the Monday following is a holiday as provided in 1-1-216, MCA. When a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday, unless the employee is scheduled to work on the actual holiday.

When an employee is required by the employer to work on a listed holiday, he/she will be paid at the rate of one and one half (1 ½) times his/her regular rate of pay, plus the holiday pay.

In order to avoid use of accrued vacation hours, employees who regularly work shifts that are longer than eight (8) hours may, with permission of the department head or Operations Manager, elect to work additional hours in order to make up the difference between the eight (8) hour holiday pay and their regular shift. Hours must be worked in the same work week as the holiday.

Floating holiday may be used in accordance with the town personnel policy manual.

ARTICLE 6, VACATION

Vacation leave credits may be accumulated to a total not to exceed two (2) times the maximum hours earned annually as of the end of the first pay period of the next calendar year. Excess vacation time is not forfeited if taken prior to April 30 of the year following the calendar year in which the excess was accrued. It is the responsibility of the department head to provide reasonable opportunity for an employee to use rather than forfeit accumulated vacation leave. If an employee makes a reasonable written request to use excess vacation leave before the excess vacation leave must be forfeited and the department head denies the request, the excess vacation leave is not forfeited and the Town shall ensure that the employee may use the excess vacation leave before the end of the calendar year in which the leave would have been forfeited. The employee, at their option, may request that the town pay the value of the excess vacation leave

into the employee’s deferred compensation fund. This request shall be made prior to April 30 of the year following the last day of the calendar year in which the excess was accrued.

When an employee submits a request for vacation, the employer must respond to the request within ten (10) working days.

ARTICLE 7, SICK LEAVE

Employees shall accrue sick leave according to the following schedule:

40 hours x 52 weeks = 2,080 hours = 1 year.

Period of Employment	Working Hours Credit
Each 1 year of employment	96
Less than 40 hours per week	.04615 x # of hours worked

An employee may use up to five (5) sick days or forty (40) hours per calendar year as personal leave. Regardless of the number of hours worked, no employee shall accrue more than 96 hours of sick leave per year.

Sick leave lump sum payment at the end of employment will be as follows:

Years of Service	Payout
1-5 years	25%;
6-10 years	30%
11-15 years	40%
15-20 years	60%
21+ years	75%

Employees may use sick leave according to the terms and conditions outlined in the Town of West Yellowstone Personnel Policy Manual.

ARTICLE 8, RULES, REGULATIONS, AND POLICIES

- A. All rules, regulations, and policies of the employer not specifically covered by this agreement shall remain in full force and effect, provided such rules, regulations, and policies are not in direct conflict with the terms of this agreement. The policies of the employer are as set forth in Town of West Yellowstone Personnel Policy Manual unless specifically modified by the terms of this agreement. In the event of a conflict, the terms of this agreement shall control.
- B. The employer agrees to discuss with the association the establishment of new rules, regulations, and policies affecting employees, or changes in such rules, regulations, or policies, prior to placing them in effect. Changes shall be posted

on bulletin boards for a period of ten consecutive workdays before becoming effective, except in cases of emergencies requiring immediate action.

The Employer shall provide the Association with a comment period of ten (10) working days for any changes or additions to the rules, regulations and policies affecting town employees.

- C. Employees shall comply with all rules, regulations, and policies as set forth above, providing they are uniformly applied and enforced.

ARTICLE 9, HEALTH AND SAFETY

- A. The Town shall adopt and implement safety policies consistent with the Montana Safety Culture Act. Both parties to this agreement hold themselves responsible for the mutual cooperative enforcement of safety rules and regulations.
- B. In the event an employee receives Worker's Compensation wage benefits in an amount less than the total pay he/she was receiving prior to the injury; the employer may, with the written approval of the employee, supplement those benefits with sick leave benefits. The amount of sick leave hours together with the Worker's Compensation wage benefit that the employee receives shall equal the pay the employee would have received for regular work hours in the given pay period. The employer's supplement may not exceed the employee's accrued sick leave time. The employer agrees to return the employee to a like position at the rate of pay earned on the date of injury. This provision applies for one year from the date of injury.

ARTICLE 10, HOURS OF WORK AND OVERTIME

- A. The normal workweek for town employees shall be Sunday through Saturday. The normal workweek will be 40 hours during the seven day period.
- B. The department head, with the approval of the Operations Manager, shall establish work hours. Employees shall be given 24 hours notice prior to change of shift, with the exception of snow plowing operations for employees of the Public Services Department .
- C. Extension of a regular shift is not a call out.
- D. Overtime shall be defined as **time worked** in excess of the 40 hour workweek. Overtime shall not be calculated with the inclusion of any paid leave hours. Overtime hours shall be paid at the rate of time and one half (1.5) of the applicable hourly rate for all association members.

- E. Paid leave shall be defined as one or more of the following accrued benefits:
- Sick Leave (Article 7)
 - Vacation Leave (Article 6)
 - Personal Leave (Article 7)
 - Holiday Leave (Article 5, see clause for holiday hours worked)
 - Compensatory Time (Comp Time)
- F. Paid leave shall be paid at straight time.
- G. Call out. If an employee is called out during any unscheduled work hour, with the exception of early start times for snow removal operations or held over on a regular shift, each and every call out shall be for a minimum of two and one half (2.5) hours. Compensation for call outs shall be at one and one half (1.5) times the regular rate of pay and shall not be considered time work for the purposes of calculating the employee's 40 hour workweek. Employees called out to work who continue to work into their regular scheduled shift shall receive the full amount of pay for the applicable call out, for a minimum of two and one half (2.5) hours and also be allowed to complete their regular shift.
- H. If an employee is called back to work from previously approved vacation leave, the employee will be paid at the rate of one and one half (1.5) times the regular hourly rate for each previously approved vacation hour worked. If an employee has been approved to use vacation leave and is denied the same, the employee will be paid at the rate of one and one half (1.5) times their regular hourly rate for each previously approved vacation hour.

ARTICLE 11, STEWARDS

Employees selected by the association to act as association representatives shall be known as "stewards". The association may select no more than three (3) stewards. At least one (1) steward shall be selected from the Public Services Department and one from the Dispatch Center. The names of employees selected as stewards and the names of other association representatives who may represent the employees shall be certified in writing to the employer by the association. The employer will not discriminate against any association steward for legitimate steward activity. These activities include investigation of formal grievances and receiving notification of serious accident and/or health hazards. Stewards may investigate and discuss grievances in their work areas providing they first secure the permission of their immediate supervisor. The Town shall allow work release time for elected stewards for the purpose of participating in collective bargaining negotiations.

ARTICLE 12, SENIORITY

- A. Seniority serves only as a qualification for benefits expressly provided for in this article and shall have no other effect. During the first six month of employment, each employee shall be considered a probationary employee with the exception of

dispatch employees who shall serve a twelve month probation. After completion of the applicable probationary period, the employee shall achieve seniority based on the date of hire. There shall be no seniority among probationary employees as they may be laid off, discharged, or otherwise terminated at the sole discretion of the employer.

A three month extension to the probationary period may be required if, during their probationary period, the employee is on extended leave due to a medical condition (theirs or family member) or the employee has not been able to complete required training through no fault of their own.

Reduction in forces shall be determined by knowledge, skills and ability of the employee and shall be at the discretion of the Operations Manager. Employees released, due to a reduction in force are subject to recall on a knowledge, skills and ability basis. Employees recalled after a reduction in force will be allowed four working days to accept reemployment. In the event of a reduction in forces, the employer agrees to provide the employees 30 days notice.

- B. Seniority shall be broken by discharge for cause, voluntary resignation, medical leave in excess of one year, or more than 18 months layoff. In the event that an employee leaves the service of the Town on good terms and is later rehired, their service time will be bridged after a period of two (2) years of satisfactory service.
- C. Seniority shall apply to each department as follows:
 - 1. When an employee changes to another department, he/she will go to the bottom of the seniority list of the new department.
 - 2. Each department shall provide for approximately equal distribution of overtime.
 - 3. During a recruitment process, if two or more employees are equally qualified as determined by the department head, then seniority shall be used as the deciding factor.
 - 4. An employee accepting a position in another department shall retain service credit for determining benefits.

ARTICLE 13, DISCHARGE OR SUSPENSION

The articles of this agreement shall govern the discharge or suspension of employees.

- A. Employer shall not discharge non-probationary employees without just cause. Minor rules infractions will not be cause for discharge or suspension without an established pattern of continued misconduct. An

established pattern is defined as more than three minor violations during a twelve (12) month period. Minor violations will be annotated on a standard Employee Warning Notice that entitle the employee to also make a statement about the events.

- B. Warning notices will be placed in the employee's personnel record and may be used as a basis for determining performance during annual evaluation. Supervisor must complete employee warnings within ten (10) working days of the date of discovery. Letters of caution, consultation, warning, admonishment and reprimand shall be considered temporary contents of the personnel file of an employee and shall be purged from the file if older than one year, unless such items can be used in support of possible disciplinary action arising from more recent employee action or behavior patterns or is applicable to pending legal or quasi-legal proceedings involving the employee. The employee must request that the supervisor purge the file.
- C. It is understood that depending on the nature and circumstances of the unsatisfactory performance or behavior, a supervisor may use any disciplinary measure deemed appropriate within his or her judgment and is not bound to follow the sequence outlined above. Progressive discipline is not necessarily required for discharge or suspension if the employee is dismissed or suspended for cause.

The following non-inclusive reasons may be sufficient for dismissal for cause:

1. Incompetence or inefficiency in the performance of duties.
2. Conviction of a criminal offense involving a felony or moral turpitude.
3. Violation of any lawful or official regulation or order, or failure to obey any lawful direction made and given by a supervisor where such violation or failure amounts to an act of insubordination or a breach of proper discipline, or has resulted or might reasonably be expected to result in loss or injury to the Town or public.
4. Wanton use of offensive conduct or language toward the public, Town officials or other employees.
5. Carelessness and negligence in the handling and control of Town property.

6. Inducing or attempting to induce any Town employee to commit an unlawful act or to act in violation of any lawful and reasonable official regulation or order.
 7. Taking any fee, gift, or other valuable thing in the course of work or in connection with work, for personal use when such is given with the expectation of receiving a favor or better treatment.
 8. Dishonesty in the performance of duty.
 9. Unauthorized absence from work.
 10. Drinking of alcoholic beverages or using any drug(s) to the extent of affecting job performance as determined by the Town, or consumption or use of alcoholic beverages or illegal drugs while at work.
 11. Possession, use, distribution, or manufacture of a controlled substance in the work place.
 12. Failure to satisfactorily perform job duties, disruption of the employer's operation, or other legitimate business reason.
- D. Suspension or termination notices must be completed by supervisors within ten (10) working days of the occurrence or discovery of unsatisfactory performance. Such notices will be completed in writing and will be provided to both the employee and the association.
- E. Circumstances related to both warning notices and suspension or termination may be appealed using the grievance procedure. All formal grievances must be submitted within ten (10) working days of the event or discovery, per Article 14, below.

ARTICLE 14, GRIEVANCE PROCESS

Employees are encouraged to discuss concerns about work related conditions. A grievance is defined as an employee's expressed feeling of dissatisfaction concerning conditions of employment or treatment by the Town administration or supervisors. If the issue cannot be resolved at the level of the first line supervisor, employees may submit a formal grievance. Time lines stated in the grievance procedure may be extended at anytime upon mutual written consent of both parties.

Grievance Process:

- STEP I Any grievance must be discussed at this level within fourteen (14) calendar days of the employee becoming aware of the initial problem.

This step is an opportunity for both parties to resolve the issue informally through a dialogue with the immediate supervisor or department head. If the magnitude of the grievance is serious enough that termination is the remedy proposed by the employer, this step may be bypassed. The immediate supervisor or department head has ten (10) working days to resolve the grievance or inform the grievant that the grievance may advance to the next step. If the supervisor and department head are one and the same person and the grievant is not satisfied with the Step I response or if the supervisor/department head fails to respond within ten (10) working days, then the grievance shall advance to Step III of the process.

STEP II The grievant has ten (10) working days from the end of Step I to present the grievance formally in writing to the department head if different from the immediate supervisor. Formal filing of a grievance means that the grievant must present a brief but thorough written description of the grievance and the facts upon which it is based. It also must detail the proposed remedy or correction sought with reference made to the section of the collective bargaining contract that the grievant believes was violated. In addition to the above, the grievant must contact the MPEA Field Representative for information and advice. The department head shall have ten (10) working days to resolve/respond to the grievance. If the grievance is still unresolved, the department head will render his/her decision to the employee in writing and forward a copy to the Town Operations Manager.

STEP III Following receipt of the department head's response to Step II, the Town Operations Manager shall have ten (10) working days to review the grievance and provide a written response to the involved parties. In the event that the aggrieved employee is not satisfied with the Operations Manager's decision, meaning that the grievance is still unresolved, the Association/grievant may request that the grievance be heard by the Grievance Review Board at Step IV in the grievance process.

STEP IV The Grievance Review Board shall be composed of three (3) members selected as follows: One member selected by the Association, one member selected by the Mayor or his designee, and a third member selected by the other two members. The third member shall act as chairperson. A member of the Grievance Review Board shall not be an employee of or an elected official of the Town of West Yellowstone and shall not have any family, personal or business relationship with the grievant.

Each side shall provide the Board with a summary of their position, not to exceed two (2) pages in length. The summary shall include the recommended resolution to the grievance. The Board shall independently and fairly review all available evidence and recommend a course of action to the Town Council/Operations Manager. In the event that the aggrieved

employee or the Town is not satisfied with the decision, meaning that the grievance is still unresolved, the aggrieved party may request that the grievance be heard by an arbitrator at Step V in the grievance process. Requests for an arbitrator must be submitted in writing to the Mayor.

STEP V In the event the parties are unable to agree at Step IV, the parties may request a list of five (5) arbitrators from the State of Montana Board of Personnel Appeals. The parties shall meet within seven (7) calendar days of receiving the list to decide upon an arbitrator. The parties may select an arbitrator by mutual agreement, or by alternately striking names from the list. The order by which names shall be struck from the list shall be decided by mutual agreement or by flipping a coin. The last name left on the list shall be designated the arbitrator.

The parties shall jointly contact the arbitrator and establish a date for the arbitration hearing. The arbitrator shall rule on the matters within the scope of the terms of this agreement only and the arbitrator's decision shall be binding on both parties.

Each party shall bear the fees and expenses of the presentation of its case. The fees and expenses of the impartial arbitrator shall be shared equally between the parties. In the event either party to the arbitration requests a transcript of the proceedings, the party requesting the transcript shall bear the costs of such transcript.

ARTICLE 15, UNIFORM ALLOWANCE

- A. Regular full-time employees of the Public Services Department shall be eligible for an annual \$550.00 uniform allowance at the beginning of employment and \$300.00 each following year for uniform purchase and repair unless otherwise noted. Uniform allowance in the second year will be prorated to the start date in the previous fiscal year:
- B. The uniform allowance is provided solely for the purchase of specified department uniforms. Every individual provided a uniform allowance will have a specified uniform and this allowance may not be used to buy items not prescribed by the department and approved by the Operations Manager. Receipts for purchases will be required.
- C. The Operations Manager and the department head must mutually approve the uniforms. Uniforms must conform to the Town's uniform policy. Should a uniform design dispute become irresolvable, the Town Council will make the ultimate binding decision.
- D. Uniforms for temporary or seasonal employees will be the same as for full-time employees. Seasonal employees are required to turn in their department uniforms

when their seasonal employment period ends. Amount of uniform allowance provided in subsequent returning years will be mutually determined between the Operations Manager and the department head.

- E. Dispatch Center personnel shall be provided (4) four uniform polo shirts that shall be worn while on duty. Shirts will be replaced as needed.

ARTICLE 16, HEALTH AND WELFARE

- A. The employer shall contribute 75% of each premium and the employee shall contribute the remaining 25% of each premium for the current health insurance policy in effect.
- B. The health and safety of employees shall be reasonably protected while in the service of the employer. Both parties to this agreement hold themselves responsible for the mutual cooperative enforcement of safety rules and regulations.
- C. The employer and the association agree to create a Labor/Management team in order to explore options for the health insurance plan provided by the employer (i.e. different plans, cafeteria plans, etc...). If necessary, the employer/employee contributions may be changed during the term of this contract through the MOU process.

ARTICLE 17, LIABILITY INSURANCE

The employer, in accordance with 2-9-305 MCA, shall pay the necessary premiums to provide general liability insurance and the necessary surety bonds for all employees performing their duties, including the use of personal vehicles for essential Town business.

In the event an employee is personally sued as a result of performing his/her work duties, the employer will defend the employee in accordance with terms and conditions outlined in 2-9-305 MCA.

ARTICLE 18, TRAINING AND EDUCATIONAL ADVANCEMENT

The employer shall provide proper training and education for the advancement and benefit of the employees. Such training and education shall be recommended by the department head and approved by the Operations Manager.

Training Hours for EMS Certifications:

Those employees who wish to become certified as EMS Responders must make application to their Department Head, Operations Manager and the Fire Chief to receive EMS training. Management may, for good cause, decline to allow the employee to participate in the program.

Training hours to attend the biannual recertification training (24hrs for EMT-Basic and 16hrs for EMT-First Responders) shall be considered time worked and shall be scheduled into the employee's workweek. The Fire Chief shall provide the dates for recertification training to each department as soon as the dates have been scheduled.

ARTICLE 19, PENSIONS

A retirement system was incorporated as of July 1, 1987. Effective January 1, 2009, the employer's monthly contribution shall be:

Years of Service	Town's Contribution
1 to 5 years	\$105.00
6 to 10 years	\$137.00
11 to 15 years	\$179.00
16 to 20 years	\$226.00
21 to 25 years	\$278.00
26 years and beyond	\$310.00

The retirement program shall be provided only to Regular Full-time employees.

Years of service shall be calculated from the employee's initial date of hire as a Regular Full-time employee with the town, regardless of the length of time in current position. An employee returning to work for the town shall be given credit for previous years of service if they left the town's employment under favorable terms.

The association and the employer agree to participate in the Public Employees Retirement System of Montana effective January 1, 2010 and to be bound by the policies of the system. Upon enrollment in the Public Employees Retirement System, the Town's employer contribution to the Section 457 plan shall cease. Association members may still elect to make their own contributions to the Section 457 plan.

ARTICLE 20, COMPENSATION AND PAY PERIODS

- A. Parties agree to adopt the the Permanent Salary Range Table (Page 3 of the Salary Survey dated October 2008) as shown in Addendum 1 and the Salary Range by Job class (Tables 2 & 3 of the Salary Survey dated October 2008) as shown in Addendum 2.
- B. Addendum 3 shall show implementation of pay plan for current employees. The hourly wage rates in the table will be revised annually to reflect the COLA increase agreed to in Sub H of this article (below).
- C. Employees shall move to the next pay increments in accordance with the attached MOU defining time in grade, training requirements and performance evaluations as follows:

Probation: Shall be minimum minus \$1.00 for the first six months of employment.

Apprentice: Shall be minimum pay from end of probation through month 42 of employment.

Journeyman: Shall be midpoint pay from beginning of month 43 through month 102 of employment.

Master: Shall be maximum pay from the beginning of month 103.

D. Pay periods for all employees will be a two-week period opening on Sunday and closing every second Saturday. Paychecks will be distributed bi-weekly on Wednesdays, eleven (11) days after the close of the pay period.

E. Voluntary deductions will be based on semi-monthly costs regardless of the number of pay periods in the month. Court garnishments will be determined by the terms and conditions of the court order.

F. Starting July 1, 2009 employees shall be paid monthly. From that day forward, the pay and deduction schedules outlined in Sub D and E above will be modified as necessary.

G. Hours spent responding as an EMS responder during regular work hours shall be considered as time worked for the purposes of this agreement.

H. Cost of Living Increase shall be based on the University of Montana Bureau of Business and Economic Research as determined annually (March to March) plus 0.5%. Cost of Living increase shall be applied July 1st each year of the agreement.

I. Implementation of compensation shall be as follows:

All employees employed as of July 1, 2008 shall receive a retroactive cost of living increase back to July 1, 2008.

All employees employed after July 1, 2008 shall receive a retroactive cost of living increase back to their start date.

The retroactive cost of living increase shall be 4.4%.

Retroactive Cost of Living payment shall be made on December 10, 2008 for the time period of July 1 through November 24, 2008.

Implementation of Sections A, B & C shall take effect January 1, 2009.

J. Premium pay shall be \$0.50 per hour for the hours worked from 9:00pm to 7:00am. Premium pay does not include travel, training or call out time.

ARTICLE 21, PERSONAL USE OF TOWN FACILITES

Personal use of town facilites will be in accordance with town policy. This policy shall be changed by mutual agreement of both parties.

ARTICLE 22, CREATION OF LABOR/MANAGEMENT TEAM

A Labor/Management team shall be created to review and upgrade job descriptions and address other day to day issues agreed to by both parties.

Any time spent while attending team meetings shall be compensable time.

ARTICLE 23, WAIVER OF AMBULANCE FEES

As long as the Town retains control of the ambulance service, the Town will exempt from all ambulance fees not covered by insurance, all Town employees and immediate family members (including spouses and children) currently covered by this agreement.

ARTICLE 24, MUTUALLY AGREED NO STRIKE, NO LOCKOUT

During the processing of any matter under the grievance article, or at any other time during the term of this agreement, the association agrees not to strike, render unfair reports, or cause slow down. The employer agrees not to lock out employees represented by the association.

ARTICLE 25, TERM OF THE AGREEMENT

On or before March 31, 2014, either party may notify the other party in writing of its desire to negotiate the terms and provisions of a successor agreement. Promptly following such notification, the parties shall meet and engage in such negotiations.

If neither party hereto gives notice to the other party of its desire to negotiate a successor agreement prior to the date specified above, this contract shall automatically be renewed for successive one year terms thereafter, beginning on July 1, 2014.

The parties agree to open on or before March 31, 2011 to compare Addendums 1, 2 & 3 with market and adjust wages as needed.

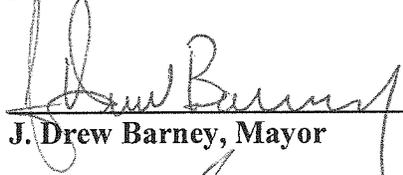
Following July 1, 2014 either party may notify the other party in writing of its desire to negotiate the terms and provisions of a successor agreement. Promptly following such notification, the parties shall meet and engage in such negotiations.

Both parties, by mutual agreement, may agree to negotiate specific contract issues or articles during the contract period, but any change must be by mutual agreement between parties.

This agreement shall be effective as of the signed date.

Ratification of terms of agreement between the Town of West Yellowstone and the members of the Montana Public Employees Association, West Yellowstone Employees Bargaining Unit entered into NOV. 18, 2008.

For the Town of West Yellowstone:



J. Drew Barney, Mayor

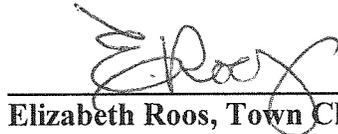
11/18/08
Date



Jamie Greene, Operations Manager

11/18/08
Date

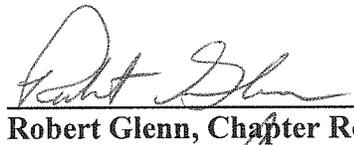
ATTEST:



Elizabeth Roos, Town Clerk

11-18-08
Date

For the West Yellowstone Employee's Bargaining Unit, MPEA



Robert Glenn, Chapter Representative

11-18-08
Date



Mark Langdorf, Field Representative

12-20-2008
Date



Quinton Nyman, Executive Director

12/17/08
Date

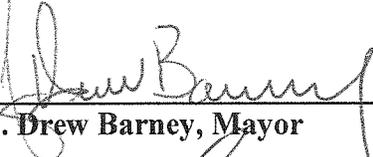
Collective Bargaining Agreement Amendment

The Town of West Yellowstone and the West Yellowstone Employees Unit of the Montana Public Employees Association agree to amend the 2008 Collective Bargaining Agreement for the purposes of clarification to read as follows:

ARTICLE 20, COMPENSATION AND PAY PERIODS

H. Cost of Living Increase shall be base on the University of Montana Bureau of Business and Economic Research as determined annually (March to March) plus 0.5%. Cost of Living increase shall be applied annually on July 1 until March 31, 2011. If annual cost of living increases cause wages to exceed market levels as of March 31, 2011, then for any employees whose wages are above market level, the wage shall be frozen until June 30, 2014 when the current contract expires.”

For the Town of West Yellowstone:



J. Drew Barney, Mayor

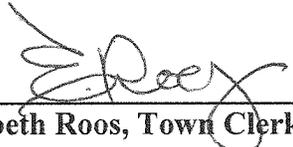
11/18/08
Date



Jamie Greene, Operations Manager

11/18/08
Date

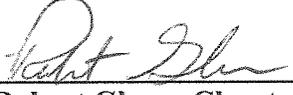
ATTEST:



Elizabeth Roos, Town Clerk

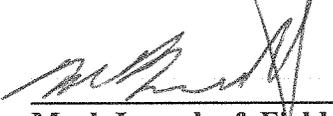
11-18-08
Date

For the West Yellowstone Employee's Bargaining Unit, MPEA



Robert Glenn, Chapter Representative

11-18-08
Date



Mark Langdorf, Field Representative

12-20-2008
Date



Quinton Nyman, Executive Director

12/17/08
Date

Memorandum of Understanding

The Town of West Yellowstone and the West Yellowstone Employees Unit of the Montana Public Employees Association agree to the following clarification of the of the collective bargaining agreement. It is understood that this MOU is part of the contract dated November 18, 2008 and is in full force and effect for the dates of the contract.

The parties agree that any reference to probationary pay shall mean the minimum salary assigned to a salary range number according to the Permanent Salary Range Table (Addendum #1) minus \$1.00 per hour. Probationary pay shall be in effect for a term of 6 months from date of hire. Dispatchers shall receive probationary pay from date of hire through the 6th month of employment even though their probationary period is one year.

For the Town of West Yellowstone:



Pierre Martineau, Mayor

2-2-10

Date

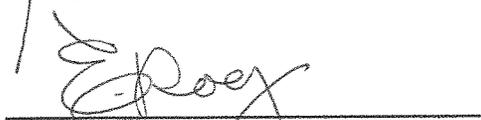


Jamie Greene, Operations Manager

2/2/10

Date

ATTEST:



Elizabeth Roos, Town Clerk

2-2-10

Date

For the West Yellowstone Employee's Bargaining Unit, MPEA:



Robert Glenn, Chapter Representative

2-2-10

Date



Tom Bivins, Field Representative

2-17-10

Date



Quinton Nyman, Executive Director

2/17/10

Date

LETTER OF AGREEMENT
Between
THE TOWN OF WEST YELLOWSTONE
&
MONTANA PUBLIC EMPLOYEES ASSOCIATION

This Letter of Agreement shall replace the language in the contract in Article 6, Vacation that outlines the procedure of excess vacation buyout. This Letter of Agreement is intended to only address excess vacation buyout. The remaining language in Article 6 remains intact in the collective bargaining agreement.

1. In accordance with 2-18-617, MCA, employees may accumulate annual vacation leave to a total not to exceed two times the maximum number of days earned annually as of the end of the first pay period of the next calendar year. Balances exceeding two times the maximum number of days earned annually are considered "excess." As provided in this agreement, excess vacation time is not forfeited if taken prior to April 30 of the year following the year in which the excess was accrued.
2. Department heads are responsible for providing a "reasonable opportunity for an employee to use rather than forfeit accumulated vacation leave" as provided in 2-18-617, MCA.
3. To avoid having an employee forfeit excess annual vacation leave, management is encouraged to work with employees who have excess vacation leave balances as far in advance of April 30 as possible or at an earlier time, if the employee's leave balance is projected to exceed two times the maximum number of days earned annually.
4. Employees are responsible for making a reasonable written request to use excess annual vacation leave before the April 30 deadline. Department heads may approve all, some or none of the employee's request by written response within 10 working days of the receipt of the request. If management denies the request to use excess annual vacation leave, the excess vacation leave is not forfeited and the employer shall ensure that the employee may use the excess vacation leave before the end of the calendar year in which the leave would have been forfeited under section 1 above.

Signatures



Quinton Nyman Executive Director
Montana Public Employees Association



Jamie Greene, Operations Manager
Town of West Yellowstone

Agreement entered into this 21 day of June, 2011

Memorandum of Understanding

The Town of West Yellowstone and the West Yellowstone Employees Unit of the Montana Public Employees Association agree to the following concerning the procedure to move from probation to apprentice to journeymen to master. It is understood that this MOU is part of the contract dated November 18, 2008 and is in full force and effect for the dates of the contract.

The parties agree that in order to move forward through the pay plan, employees are required to show progress by completing required training, displaying adequate performance over time and at the time of annual evaluation, and complete requirements for time in grade.

In the event that an employee is not eligible for advancement in the pay plan due to performance standards, the employer is required to provide documentation of reprimands, corrective action plans, etc... An employee has the right to use the grievance procedure should he/she be disciplined for performance reasons and/or held back from advancement to the next pay level. Movement from one pay level to the next will be contingent on the employee receiving an acceptable performance evaluation for the period prior to advancement. In addition, employees will meet the criteria for career development developed by the Operations Manager, the Union Steward, and the appropriate Department Head.

Both parties agree to attach to each position description the requirements for an employee to move through the pay plan that are detailed in Attachment A. The following shall be a general outline of what is required for each grade in the plan:

Probation: First 6 months of employment

The term of probation shall be 6 months from the date of hire. Dispatchers shall serve a 12 month probationary period, however, only the first 6 months shall be at probationary pay.

The probationary employee shall begin all required certification activities and show progress in attaining such certifications.

The probationary employee shall demonstrate adequate knowledge of the position and satisfactory performance.

Apprentice: (3 years) month 7 through month 42 of employment (including dispatchers)

The term of apprentice shall be for 3 years unless the conditions outlined in the position description have not been met. An employee shall not be held back in progression if the employer has not provided required training opportunities.

The apprentice employee shall be required to complete all certification activities required by the position description. Employees are encouraged to complete a minimum of 24 hours per calendar year of non-required continuing education. These hours are not required to be formal training and may include, but are not limited to, attending safety meetings, in-house department training, reading articles in trade journals, etc... It shall be the employee's responsibility to document all non-required training hours.

In order to be eligible for advancement to the journeyman level, the apprentice level employee must receive satisfactory performance evaluations for his/her third year at the apprentice level and exhibit a general knowledge of his/her job as outlined in the applicable position description.

Journeyman: (5 years) month 43 through month 102 of employment

The term of journeyman shall be for 5 years unless the conditions outlined in the position description have not been met. An employee shall not be held back in progression if the employer has not provided required training opportunities.

The journeyman level employee shall maintain all certification activities required by the position description. Employees are encouraged to complete a minimum of 24 hours per calendar year of non-required continuing education. These hours are not required to be formal training and may include, but are not limited to, attending safety meetings, in-house department training, reading articles in trade journals, etc... It shall be the employee's responsibility to document all non-required training hours.

Journeyman level employees shall assist, as assigned, in providing training to probation and apprentice level employees up to the journeyman's skills and abilities.

In order to be eligible for advancement to the master level, the journeyman level employee must receive satisfactory performance evaluations for his/her fifth year at the journeyman level and exhibit a general knowledge of his/her job as outlined in the applicable position description.

Master: Month 103 through remaining term of employment

The term of master shall be from end of journeyman through the balance of employment unless the conditions outlined in the position description have not been met.

The master level employee shall maintain all certification activities required by his/her position description. Employees are encouraged to complete a minimum of 24 hours per calendar year of non-required continuing education. These hours are not required

to be formal training and may include, but are not limited to, attending safety meetings, in-house department training, reading articles in trade journals, etc... It shall be the employee's responsibility to document all non-required training hours.

Master level employees shall provide training as assigned to probation, apprentice and journeyman level employees. A master level employee shall be considered as a trainer in the position description for which he/she was hired. A master employee shall not have the right to refuse to train employees.

The master level employee must receive satisfactory performance evaluations and he/she shall show an extensive working knowledge of his/her job as outlined in the applicable position description. The master employee shall also show a satisfactory level of performance as a trainer in his/her position description.

For the Town of West Yellowstone:



Pierre Martineau, Mayor

2-2-10
Date



Jamie Greene, Operations Manager

2/2/10
Date

ATTEST:



Elizabeth Roos, Town Clerk

2-2-10
Date

For the West Yellowstone Employee's Bargaining Unit, MPEA:



Robert Glenn, Chapter Representative

2-2-10
Date



Tom Bivins, Field Representative

2-17-10
Date



Quinton Nyman, Executive Director

2/17/10
Date

Attachment A

Dispatchers

Apprentice

Dispatcher

Complete Initial Training Outline (1st 6months)
POST Certifications (1st Year)
CJIN Certification (1st 9 months)
911 Officer Certification (within 60 day of hire)
E MD Certification (within 60 days of hire)
FCO Certification (within 60 days of hire)
Demonstrate proficiency in job
Attend Jailer School

Dispatch Sergeant

Complete Initial Training Outline (1st 6months)
POST Certifications (1st Year)
CJIN Certification (1st 6 months)
911 Officer Certification (within 60 day of hire)
E MD Certification (within 60 days of hire)
FCO Certification (within 60 days of hire)
TAC Certification
Attend TAC Conference
Demonstrate proficiency on job
Attend Jailer School

Journeyman

Maintain Certifications
Attend recurring monthly training
CJIN Advanced Training
Complete POST Training Officer Program
Demonstrate proficiency in job
Provide Training as assigned

Maintain Certifications
Attend recurring monthly training
CJIN Advanced Training
Complete POST Training Officer Program
Demonstrate proficiency in job
Attend TAC Conferences
Provide Training as assigned

Master

Maintain Certification
Provide training as assigned
Demonstrate proficiency in job

Maintain Certification
Provide training as assigned
Demonstrate proficiency in job

Public Services

Apprentice

Operator 1

Complete flagger training
Complete work zone safety class
Demonstrate proficiency with most equipment
Obtain/maintain CDL

Operator 2

Complete flagger training
Complete work zone safety class
Demonstrate proficiency with most equipment
Obtain/maintain CDL
Complete water certification
Complete wastewater certification

Journeyman

Maintain above training

Maintain above training

Maintain CDL
Demonstrate proficiency in job
Provide Training as assigned
Demonstrate knowledge of Grader operation
Proficiency in all equipment

Maintain CDL
Maintain CEC for water/wastewater
Demonstrate proficiency in job
Provide Training as assigned
Demonstrate knowledge of Grader operation
Proficiency in all equipment

Master

Maintain certifications
Provide training as assigned

Maintain certifications
Provide training as assigned

Apprentice

Recreation Coordinator
Provide documentation of
Specialized training in recreation
programming.
Maintain lifeguard certification
Maintain Basic First Aid/CPR certification

Deputy Superintendent
Commercial Building Inspector Certification
Fire Inspector Certification
Work Zone Technician Certification (MDT)
Flagger Certification (MDT)
Montana Water Operator 2A, 3B
Montana Wastewater Operator 3C
C DL
Demonstrate knowledge with all equipment

Journeyman

Maintain above training & certifications
Attain the following certifications:
 Certified Parks & Rec Professional
 Certified Playground Safety Inspector
Attain Lifeguard Instructor Certification
Attain First Responder Certification
Provide Training as assigned

Maintain above training
Maintain CDL
Maintain CEC for water/wastewater
Show proficiency in job
Attain ICC Plan Examiner Certification
Provide Training as assigned

Master

Maintain Certifications
Provide training as assigned
First Aid/CPR Instructor

Maintain certifications
Attain ICC Building Official Certification
Provide training as assigned

Court Clerk

Apprentice

Attend and complete required training as outlined by the Supreme Court.
Demonstrate proficiency in job

Demonstrate proficient use of court software
Demonstrate proficiency in record keeping

Journeyman

Attend and complete required training as outlined by the Supreme Court.
Maintain proficiency in job
Maintain proficient use of court software
Maintain proficiency in record keeping
Provide Training as assigned

Master

Attend and complete required training as outline by the Supreme Court.
Maintain proficiency in job
Maintain proficient use of court software
Maintain proficiency in record keeping
Provide training classes for dispatch and/or teach at state conferences as assigned

Town Clerk

Apprentice

Graduate from IIMC or MMCT&FOA accredited institute
Acquire Montana Notary
Demonstrate proficiency in use of software
Demonstrate proficiency in job

Journeyman

Attain/maintain IIMC Certified Municipal Clerk (CMC) designation or Certified Montana Municipal Clerk (CMMC) designation.
Maintain Montana Notary
Begin coursework to obtain APT Certified Municipal Finance Administrator (CMFA) designation or Certified Montana Municipal Finance Officer (CMMFO) designation
Maintain proficiency is use of software
Maintain proficiency in job
Provide Training as assigned

Master

Attain/maintain CMFA or CMMFO designation
Provide training as needed to town employees and council members
Maintain Montana Notary
Maintain proficiency in use of software
Maintain proficiency in job
Provide Training as assigned

Deputy Town Clerk

Apprentice

- Graduate from IIMC or MMCT&FOA accredited institute
- Acquire Montana Notary
- Demonstrate proficiency in use of software
- Demonstrate proficiency in job

Journeyman

- Attain/maintain IIMC Certified Municipal Clerk (CMC) designation or MMCT&FOA Montana clerk's certification.
- Maintain Montana Notary
- Maintain proficiency in use of software
- Maintain proficiency in job
- Provide Training as assigned

Master

- Provide training as needed to town employees and council members
- Maintain Montana Notary
- Maintain proficiency in use of software
- Maintain proficiency in job
- Provide Training as assigned

Job and Social Services Deputy

Apprentice

- Learn Food Bank ordering and accounting system
- Learn MT Jobs.gov site
- Learn Community Help Fund voucher procedures
- Learn all Office of Public Assistance programs
- Learn UI4U procedures
- Learn Dining Lodge procedures
- Learn basic office machine maintenance
- Learn ordering and inventory procedures
- Show proficiency in use of software
- Show proficiency in job

Journeyman

- Master Food Bank ordering and accounting system
- Master MT Jobs.gov site

- Master Community Help Fund voucher procedures
- Master Order of Protection procedures
- Master all Office of Public Assistance programs
- Master UI4U procedures
- Learn domestic abuse resources and procedures
- Learn Order of Protection procedures
- Learn Crime Victims Assistance procedures
- Demonstrate proficiency in ordering and inventory control
- Demonstrate proficiency in maintaining office machines
- Demonstrate proficiency in use of software
- Demonstrate proficiency in job

Master

- Demonstrate proficiency and advanced knowledge in all of the above
- Teach two classes to police/dispatchers on social services as assigned

Facilities/Custodial Technician

Apprentice

- Complete flagger training
- Complete work zone safety class
- Demonstrate proficiency with most equipment
- Obtain/maintain CDL
- Complete 5 custodial workshops offered by vendors
- Maintain relationships with vendors and building occupants

Journeyman

- Maintain above training
- Maintain CDL
- Maintain proficiency in job
- Provide Training as assigned
- Demonstrate proficiency in all equipment
- Obtain Water/Wastewater certification (2A,3B,3C)

Master

- Maintain above certifications
- Provide training as assigned

Memorandum of Understanding

The Town of West Yellowstone and the West Yellowstone Employees Unit of the Montana Public Employees Association agree to the following clarification of the of the collective bargaining agreement. It is understood that this MOU is part of the contract dated November 18, 2008 and is in full force and effect for the dates of the contract.

The parties agree to replace Addendum #3 with Addendum #3.A for the purpose of removing information from the table that may be misinterpreted.

For the Town of West Yellowstone:



Pierre Martineau, Mayor

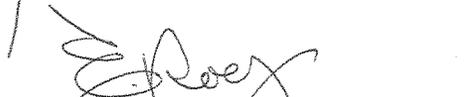
2-2-10
Date



Jamie Greene, Operations Manager

2/2/10
Date

ATTEST:



Elizabeth Roos, Town Clerk

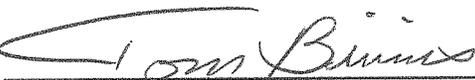
2-2-10
Date

For the West Yellowstone Employee's Bargaining Unit, MPEA:



Robert Glenn, Chapter Representative

2-2-10
Date



Tom Bivins, Field Representative

2-17-10
Date



Quinton Nyman, Executive Director

2/17/10
Date

Town of West Yellowstone
Permanent Salary Range Table

Salary Range	Minimum	Midpoint	Maximum		Salary Range	Minimum	Midpoint	Maximum
1	\$11,960	\$14,070	\$16,181		51	\$41,106	\$48,360	\$55,614
2	\$12,258	\$14,422	\$16,585		52	\$42,134	\$49,569	\$57,004
3	\$12,565	\$14,782	\$17,000		53	\$43,187	\$50,808	\$58,430
4	\$12,879	\$15,152	\$17,425		54	\$44,267	\$52,079	\$59,890
5	\$13,201	\$15,531	\$17,860		55	\$45,373	\$53,381	\$61,388
6	\$13,531	\$15,919	\$18,307		56	\$46,508	\$54,715	\$62,922
7	\$13,869	\$16,317	\$18,764		57	\$47,670	\$56,083	\$64,495
8	\$14,216	\$16,725	\$19,234		58	\$48,862	\$57,485	\$66,108
9	\$14,571	\$17,143	\$19,714		59	\$50,084	\$58,922	\$67,760
10	\$14,936	\$17,572	\$20,207		60	\$51,336	\$60,395	\$69,454
11	\$15,309	\$18,011	\$20,712		61	\$52,619	\$61,905	\$71,191
12	\$15,692	\$18,461	\$21,230		62	\$53,935	\$63,453	\$72,971
13	\$16,084	\$18,923	\$21,761		63	\$55,283	\$65,039	\$74,795
14	\$16,486	\$19,396	\$22,305		64	\$56,665	\$66,665	\$76,665
15	\$16,898	\$19,881	\$22,863		65	\$58,082	\$68,332	\$78,581
16	\$17,321	\$20,378	\$23,434		66	\$59,534	\$70,040	\$80,546
17	\$17,754	\$20,887	\$24,020		67	\$61,022	\$71,791	\$82,559
18	\$18,198	\$21,409	\$24,621		68	\$62,548	\$73,586	\$84,623
19	\$18,653	\$21,944	\$25,236		69	\$64,111	\$75,425	\$86,739
20	\$19,119	\$22,493	\$25,867		70	\$65,714	\$77,311	\$88,908
21	\$19,597	\$23,055	\$26,514		71	\$67,357	\$79,244	\$91,130
22	\$20,087	\$23,632	\$27,176		72	\$69,041	\$81,225	\$93,408
23	\$20,589	\$24,223	\$27,856		73	\$70,767	\$83,255	\$95,744
24	\$21,104	\$24,828	\$28,552		74	\$72,536	\$85,337	\$98,137
25	\$21,631	\$25,449	\$29,266		75	\$74,350	\$87,470	\$100,591
26	\$22,172	\$26,085	\$29,998		76	\$76,208	\$89,657	\$103,106
27	\$22,727	\$26,737	\$30,748		77	\$78,114	\$91,898	\$105,683
28	\$23,295	\$27,406	\$31,516		78	\$80,066	\$94,196	\$108,325
29	\$23,877	\$28,091	\$32,304		79	\$82,068	\$96,551	\$111,033
30	\$24,474	\$28,793	\$33,112		80	\$84,120	\$98,965	\$113,809
31	\$25,086	\$29,513	\$33,940		81	\$86,223	\$101,439	\$116,654
32	\$25,713	\$30,251	\$34,788		82	\$88,378	\$103,975	\$119,571
33	\$26,356	\$31,007	\$35,658		83	\$90,588	\$106,574	\$122,560
34	\$27,015	\$31,782	\$36,549		84	\$92,853	\$109,238	\$125,624
35	\$27,690	\$32,577	\$37,463		85	\$95,174	\$111,969	\$128,765
36	\$28,382	\$33,391	\$38,400		86	\$97,553	\$114,768	\$131,984
37	\$29,092	\$34,226	\$39,360		87	\$99,992	\$117,638	\$135,283
38	\$29,819	\$35,081	\$40,344		88	\$102,492	\$120,579	\$138,665
39	\$30,565	\$35,958	\$41,352		89	\$105,054	\$123,593	\$142,132
40	\$31,329	\$36,857	\$42,386		90	\$107,680	\$126,683	\$145,685
41	\$32,112	\$37,779	\$43,446		91	\$110,373	\$129,850	\$149,328
42	\$32,915	\$38,723	\$44,532		92	\$113,132	\$133,096	\$153,061
43	\$33,738	\$39,691	\$45,645		93	\$115,960	\$136,424	\$156,887
44	\$34,581	\$40,684	\$46,786		94	\$118,859	\$139,834	\$160,809
45	\$35,446	\$41,701	\$47,956		95	\$121,831	\$143,330	\$164,830
46	\$36,332	\$42,743	\$49,155		96	\$124,876	\$146,913	\$168,950
47	\$37,240	\$43,812	\$50,384		97	\$127,998	\$150,586	\$173,174
48	\$38,171	\$44,907	\$51,643		98	\$131,198	\$154,351	\$177,503
49	\$39,125	\$46,030	\$52,934		99	\$134,478	\$158,210	\$181,941
50	\$40,104	\$47,181	\$54,258		100	\$137,840	\$162,165	\$186,490

Midpoint %
2.50%

Range Spread
35.00%

Town of West Yellowstone
FY 2009 Salary Plan

Table 2 - Salary Ranges Per Job Class - (Job Class Order)

Class Code	Occupational Job Families and Job Classes	-- Recommended --			
		Salary Range	Minimum	Midpoint	Maximum
1000	Administration and Finance				
1050	Town Manager	69	\$64,111	\$75,425	\$86,739
1020	* Finance Administrator	59	\$50,084	\$58,922	\$67,760
1015	* Town Clerk	50	\$40,104	\$47,181	\$54,258
1005	* Deputy Town Clerk / Accounting Clerk	36	\$28,382	\$33,391	\$38,400
1010	* Court Clerk	29	\$23,877	\$28,091	\$32,304
2000	Police				
2030	* Chief of Police	61	\$52,619	\$61,905	\$71,191
2025	* Police Officer-Sergeant	51	\$41,106	\$48,360	\$55,614
2022	Police Officer-Drug	48	\$38,171	\$44,907	\$51,643
2024	Police Officer-School Resource Officer	48	\$38,171	\$44,907	\$51,643
2020	* Police Officer	44	\$34,581	\$40,684	\$46,786
2015	* Head Dispatcher	41	\$32,112	\$37,779	\$43,446
2010	* Animal Control Officer	34	\$27,015	\$31,782	\$36,549
2005	* Dispatcher	33	\$26,356	\$31,007	\$35,658
3000	Fire				
3030	* Fire Chief	61	\$52,619	\$61,905	\$71,191
3010	* FireFighter/EMT	44	\$34,581	\$40,684	\$46,786
5005	Parks & Recreation				
5030	* Recreation Coordinator	40	\$31,329	\$36,857	\$42,386
5015	Recreation Counselor, Senior	28	\$23,295	\$27,406	\$31,516
5005	Seasonal Laborer	27	\$22,727	\$26,737	\$30,748
5010	* Recreation Counselor	21	\$19,597	\$23,055	\$26,514
6000	Social Services				
6020	* Social Service Coordinator	57	\$47,670	\$56,083	\$64,495
6010	* Social Service Assistant	27	\$22,727	\$26,737	\$30,748
7000	Public Works				
7030	* Public Services Superintendent	61	\$52,619	\$61,905	\$71,191
7020	* Deputy Public Services Superintendent	51	\$41,106	\$48,360	\$55,614
7018	* Operator/Mechanic	42	\$32,915	\$38,723	\$44,532
7015	* Equipment Operator	41	\$32,112	\$37,779	\$43,446
7018a	* Water Operator	41	\$32,112	\$37,779	\$43,446
7013	Parks/Facilities Operator	40	\$31,329	\$36,857	\$42,386
7005	Seasonal Laborer	27	\$22,727	\$26,737	\$30,748
7010	* Custodian	27	\$22,727	\$26,737	\$30,748
7012	Roof Shoveler	27	\$22,727	\$26,737	\$30,748

*Salary Survey Benchmark
PSPC

Town of West Yellowstone

FY 2009 Salary Plan

Table 3 - Salary Ranges Per Job Class - (Salary Range Order)

Class Code	Occupational Job Families and Job Classes	-- Recommended --			
		Salary Range	Minimum	Midpoint	Maximum
1050	Town Manager	69	\$64,111	\$75,425	\$86,739
		68	\$62,548	\$73,586	\$84,623
		67	\$61,022	\$71,791	\$82,559
		66	\$59,534	\$70,040	\$80,546
		65	\$58,082	\$68,332	\$78,581
		64	\$56,665	\$66,665	\$76,665
		63	\$55,283	\$65,039	\$74,795
		62	\$53,935	\$63,453	\$72,971
		2030 *	Chief of Police	61	\$52,619
3030 *	Fire Chief	61	\$52,619	\$61,905	\$71,191
7030 *	Public Services Superintendent	61	\$52,619	\$61,905	\$71,191
		60	\$51,336	\$60,395	\$69,454
1020 *	Finance Administrator	59	\$50,084	\$58,922	\$67,760
		58	\$48,862	\$57,485	\$66,108
6020 *	Social Service Coordinator	57	\$47,670	\$56,083	\$64,495
		56	\$46,508	\$54,715	\$62,922
		55	\$45,373	\$53,381	\$61,388
		54	\$44,267	\$52,079	\$59,890
		53	\$43,187	\$50,808	\$58,430
		52	\$42,134	\$49,569	\$57,004
2025 *	Police Officer-Sergeant	51	\$41,106	\$48,360	\$55,614
7020 *	Deputy Public Services Superintendent	51	\$41,106	\$48,360	\$55,614
1015 *	Town Clerk	50	\$40,104	\$47,181	\$54,258
		49	\$39,125	\$46,030	\$52,934
2022	Police Officer-Drug	48	\$38,171	\$44,907	\$51,643
2024	Police Officer-School Resource Officer	48	\$38,171	\$44,907	\$51,643
		47	\$37,240	\$43,812	\$50,384
		46	\$36,332	\$42,743	\$49,155
		45	\$35,446	\$41,701	\$47,956
2020 *	Police Officer	44	\$34,581	\$40,684	\$46,786
3010 *	FireFighter/EMT	44	\$34,581	\$40,684	\$46,786
		43	\$33,738	\$39,691	\$45,645

Addendum # 2

Town of West Yellowstone
FY 2009 Salary Plan

p 3

Table 3 - Salary Ranges Per Job Class - (Salary Range Order)

Class Code	Occupational Job Families and Job Classes	-- Recommended --			
		Salary Range	Minimum	Midpoint	Maximum
7018 *	Operator/Mechanic	42	\$32,915	\$38,723	\$44,532
2015 *	Head Dispatcher	41	\$32,112	\$37,779	\$43,446
7015 *	Equipment Operator	41	\$32,112	\$37,779	\$43,446
7018a *	Water Operator	41	\$32,112	\$37,779	\$43,446
5030 *	Recreation Coordinator	40	\$31,329	\$36,857	\$42,386
7013	Parks/Facilities Operator	40	\$31,329	\$36,857	\$42,386
		39	\$30,565	\$35,958	\$41,352
		38	\$29,819	\$35,081	\$40,344
		37	\$29,092	\$34,226	\$39,360
1005 *	Deputy Town Clerk / Accounting Clerk	36	\$28,382	\$33,391	\$38,400
		35	\$27,690	\$32,577	\$37,463
2010 *	Animal Control Officer	34	\$27,015	\$31,782	\$36,549
2005 *	Dispatcher	33	\$26,356	\$31,007	\$35,658
		32	\$25,713	\$30,251	\$34,788
		31	\$25,086	\$29,513	\$33,940
		30	\$24,474	\$28,793	\$33,112
1010 *	Court Clerk	29	\$23,877	\$28,091	\$32,304
5015	Recreation Counselor, Senior	28	\$23,295	\$27,406	\$31,516
5005	Seasonal Laborer	27	\$22,727	\$26,737	\$30,748
6010 *	Social Service Assistant	27	\$22,727	\$26,737	\$30,748
7005	Seasonal Laborer	27	\$22,727	\$26,737	\$30,748
7010 *	Custodian	27	\$22,727	\$26,737	\$30,748
7012	Roof Shoveler	27	\$22,727	\$26,737	\$30,748
		26	\$22,172	\$26,085	\$29,998
		25	\$21,631	\$25,449	\$29,266
		24	\$21,104	\$24,828	\$28,552
		23	\$20,589	\$24,223	\$27,856
		22	\$20,087	\$23,632	\$27,176
5010 *	Recreation Counselor	21	\$19,597	\$23,055	\$26,514

*Salary Survey Benchmark
PSPC

**Addendum #3A of the West Yellowstone
Employees Unit CBA signed 11/18/2008**

Employee	Position	Ann Date	3 year date	8 year date	Salary Range #	Current	FY '09
Court							
Joyce Hanna	Court Clerk	11/1/1988	past	past - master	29	\$14.97	\$15.53
Financial Administration							
Elizabeth Roos	Town Clerk	9/18/2000	9/18/2003	9/18/2008	50	\$17.96	\$26.09
Public Services							
Mark Austin	Equip Operator/Labor	6/20/2005	6/20/2008	6/20/2013	41	\$15.23	\$18.17
Dan Hoskins	Equip Operator/Labor	10/1/2002	10/1/2005	10/1/2010	41	\$15.54	\$19.17
Robert Glenn	Dep. Supt	1/24/2006	1/24/2009	1/24/2014	51	\$20.29	\$20.29
Art Masters	Laborer-Seasonal - summer	6/3/2005	6/3/2008	6/3/2013	27	\$11.58	\$12.86
Jared Fleming	Laborer-Seasonal - summer	6/1/2008	6/1/2011	6/1/2016	27	\$11.58	\$11.58
Kate Wilson	Recreation Coordinator	2/26/2007	2/26/2010	2/26/2015	40	\$14.93	\$15.07
Alysa Downs	Senior Counselor	6/18/2008	6/18/2011	6/18/2016	28	\$9.94	\$11.20
Social Services							
Kathy Arnado	Social Services Assistant	6/28/2008	6/28/2011	6/28/2016	27	\$11.58	\$11.58
Police - Civilian Employees							
Zerina Casares	Dispatcher	7/28/2008	7/28/2011	7/28/2016	33	\$13.27	\$13.27
Michele DesRochers	Dispatcher	2/8/2004	2/8/2007	2/8/2012	33	\$13.81	\$14.91
Kathy Hopkins	Head Dispatcher	9/14/2003	9/14/2006	9/14/2011	41	\$15.54	\$18.17
Jim Longworth	Dispatcher	1/6/2004	1/6/2007	1/6/2012	33	\$13.81	\$14.91
David Righenour	Dispatcher	1/22/2007	1/22/2010	1/22/2015	33	\$13.27	\$13.27
Helene Righenour	Dispatcher	8/1/2006	past	past - master	33	\$16.55	\$17.15

Memorandum of Understanding

The Town of West Yellowstone and the West Yellowstone Employee's Unit of the Montana Public Employees Association agree to this MOU to the 2008 Collective Bargaining Agreement for the purpose of clarification of the following articles:

Article 10, F, Hours of Work and Overtime, is amended to read as follows:

Employees may not use sick leave or personal leave in combination with regular hours worked to exceed forty (40) hours in any given work week. Approved vacation may be used to exceed forty (40) hours in any given work week; however, it shall be paid at straight time.

Article 20, A, Compensation and Pay Periods, is amended to read as follows:

Parties agree to adopt the Permanent Salary Range Table (Page 3 of the Salary Survey dated October 2008) as shown in Addendum 1 and the Salary Range by Job class (Tables 2 & 3 of the Salary Survey dated October 2008) as shown in Addendum 2.

Within the Public Services Department, the Operators will be defined as Operator I and Operator II. Operator I will not be required to be certified as a water and wastewater operator. Operator II shall be certified as a Montana Water and Wastewater Operator (at a minimum of 3A, 4B, 3C of the required licensing levels). To qualify as an Operator II, an employee shall also have enough equivalent service, time in position or longevity with the Town, and shall have met the training requirements to have reached the Journeyman level in the Town's pay classification system.

An Operator II shall be compensated at \$1.00 more per hour than an Operator I.

Any Operator I wishing to become an Operator II shall be provided training opportunities as budget and time allows.

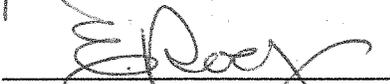
Agreed to this 7th day of July, 2009.

For the Town of West Yellowstone:

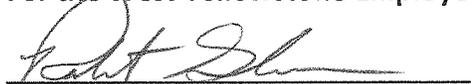

Pierre Martineau, Mayor


Jamie Greene, Operations Manager

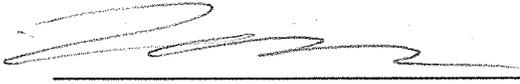
ATTEST:


Elizabeth Roos, Town Clerk

For the West Yellowstone Employees Unit, MPEA:


Robert Glenn, Chapter Representative


Tom Bivins, Field Representative


Quinton Nyman, Executive Director



HEBGEN BASIN FIRE DISTRICT

P.O. Box 1508 • West Yellowstone, MT 59758

Station 1

10 S. Faithful

West Yellowstone, MT 59758

Station 2

20 Tern Lane

West Yellowstone, MT 59758

Station 3

10 Denny Creek Road

West Yellowstone, MT 59758

406-646-9094 • 406-646-9090 fax

July 16, 2014

West Yellowstone Town Council

Dear Councilmen:

While I was not at the July 15, 2014 Town Council meeting I understand that the decision of the Hebgen Basin Fire District not to purchase the Emergency Services Building "at this time" has created some confusion that I would like to clear up.

First, the Hebgen Basin Fire District Board of Trustees voted not to purchase the building "at this time" for a number of reasons not the least of which is the current turmoil within the Town. The Hebgen Basin Fire District will be glad to meet with the Town Council if they want to discuss it further.

Second, it is easy to lose perspective as time passes and it seems appropriate to review how the Interlocal Agreement came about. When the discussions on emergency services were initiated the Town was paying nearly \$800,000 annually from general fund and resort tax for the delivery of emergency services. None of the Town's fire equipment would pass a pump test and the ladder truck was out of service because of lack of maintenance. The Town had lost one lawsuit with the firefighters union and was in the middle of another which they later lost in court. In 2007 Insurance ratings in Town had gone to a class 10, the worst possible classification, and then was later reduced to a class 7 in 2008/2009.

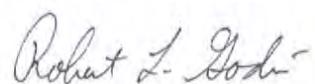
The Interlocal Agreement is a shared partnership between the Town and Hebgen Basin to improve emergency service delivery and reduce the cost to the Town. It has accomplished both. The Town now pays resort tax revenue of approximately \$520,000, of which, nearly \$100,000 annually is lost to unpaid ambulance bills from non-resident users. All of the fire apparatus is in service and have passed all service and pump tests for the last 5 years. The Town has a much improved ladder truck worth over \$500,000, additional engines that respond from outside of

Town, and increased staffing. All of these changes have created improved service and reduced the insurance classification in Town to an excellent rating of class 4. This improvement alone has saved hundreds of thousands of dollars in property owner insurance premiums.

As part of the shared partnership the Emergency Services Building was provided for the benefit of all. This was not a landlord tenant agreement but again a shared partnership for the best of the community of West Yellowstone and its emergency services provider, Hebgen Basin Fire District. While we are a separate entity, as defined in law, we aren't in a practical sense. It is important to remember the Hebgen Basin Fire District is the fire and ambulance provider for all of us that live here in the West Yellowstone area. This partnership is efficient and effective and in the best interest of everyone. The ESB use and whether the Hebgen Basin Fire District purchases it or continues to use it as we all agreed years ago is still open for discussion but should not be another point of contention in this already divisive environment.

I look forward to hearing from you.

Sincerely,

A handwritten signature in cursive script that reads "Robert L. Godwin".

Robert Godwin, Chairman
Hebgen Basin Fire District

TOWN OF WEST YELLOWSTONE MONTANA

naturally inviting

July 31, 2014

West Yellowstone Sewer Service Customer,

This notice is to inform all sewer users that the Town of West Yellowstone is conducting a physical inventory of all sewer hookups. Town Public Services Personnel will be contacting all businesses and private residences in order to establish the number of sewer connections at each address. The Town is asking you to fill out the form on the back of this letter and mail, email, or deliver it to the Town Offices prior to August 31, 2014. You can also find the form on our website at www.townofwestyellowstone.com. Town Public Services personnel will be performing the inventory and will be easily identified. The inventory will be conducted between August 11 and August 31, 2014.

Any necessary billing adjustments that result from this project will be applied on the October 2014 bill going forward, provided that your form is returned. If the form is not returned for your property, the Town reserves the right to back-bill the base fees for any connection that has not been accounted for.

Your cooperation in this matter is greatly appreciated. If you have questions, please contact the Town Offices at (406) 646-7795 or info@townofwestyellowstone.com.

West Yellowstone Utility Department
440 Yellowstone Avenue
PO Box 1570
West Yellowstone, MT 59758



Sewer Inventory

Please complete all questions that pertain to your property.

Block _____ Lot(s) _____

Service Address(es) _____ Account # _____

Property Owner(s) _____

Residential (Yes/No) _____

Single Family Residence _____

Multi-Family Residence (ie Duplex or Four-Plex) _____ # of Units _____

Apartment Complex _____ # of Units _____

Commercial (Yes/No) _____

Business Type _____

Number of Hotel/Motel Rooms _____

Rooms with Bathrooms _____

Rooms with Kitchen facilities and/or laundry facilities _____

Number of Homes/Cabins/Nightly Rental Units _____

Number of RV Sites _____

Laundromat, Number of Washers _____

Bath House/Shower Facility _____

Form Completed By (please print) _____ Phone # _____

TOWN OF WEST YELLOWSTONE
MONTANA
naturally inviting

PUBLIC NOTICE
911 Advisory Board

The Town of West Yellowstone has created 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 is 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. **The Town is currently seeking a representative from the general public to serve on this board.**

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. This position is 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

