

Town of West Yellowstone

Tuesday, July 21, 2015

West Yellowstone Town Hall, 440 Yellowstone Avenue

7:00 PM

Town Council Meeting

Pledge of Allegiance

Purchase Orders

Treasurer's Report/Securities Report

Claims ∞

Consent Agenda: **July 7, 2015 Town Council Meeting** ∞

July 8, 2015 Work Session ∞

June 14, 2015 Work Session ∞

Business License Applications ∞

- Resort Rental LLC (tabled)
- Serenity Rentals & Resort Tax Bond Waiver Request
- Yellowstone Photo Studio
- Kluck Kabin

Advisory Board Report(s)

Operations Manager & Department Head Reports

Assignments Report

Comment Period

- **Public Comment**
- **Council Comments**

NEW BUSINESS

Application to Maintain an Encroachment, Yellowstone Wildlife Cabins

Discussion/Action ∞

Consideration of the Proposal to Amend the Interlocal Agreement with Hebgen Basin Fire District and negotiate the Sale of the Emergency Services Building/Fire Station #1

Discussion/Action ∞

Release of a Health Care Services RFP (Request for Proposals)

Discussion/Action ∞

Health Services Advisory Board Appointments

Discussion/Action ∞

Trailhead Building Lease

Discussion/Action ∞

Correspondence/FYI

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 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.

07/17/15
15:50:32

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 7/15

Page: 1 of 7
Report ID: AP100

FSB - Operating account
* ... Over spent expenditure

| Claim | Vendor #/Name/ | Document \$/ | Disc \$ | | | | | | Cash |
|----------|-------------------------------------|--------------|---------|--------|---------------|--------|------|---------|------|
| Check | Invoice #/Inv Date/Description | Line \$ | | PO # | Fund Org Acct | Object | Proj | Account | |
| 41058 | 2551 Thyssenkrupp Elevator Corp | 388.27 | | | | | | | |
| 209296 | 07/01/15 elevator maint-Povah | 388.27 | | POVAH | 1000 411255 | 350 | | 101000 | |
| 41061 | 266 Utilities Underground Location | 36.40 | | | | | | | |
| 5065298 | 06/30/15 excavation notifications | 18.20 | | WATER | 5210 430500 | 357 | | 101000 | |
| 5065298 | 06/30/15 excavation notifications | 18.20 | | SEWER | 5310 430600 | 357 | | 101000 | |
| 41062 | 2845 Kasting, Kauffman & Mersen, PC | 2,830.00 | | | | | | | |
| 07/07/15 | legal services | 2,830.00 | | LEGAL | 1000 411100 | 352 | | 101000 | |
| 41066 | 95 Energy West-Montana | 963.44 | | | | | | | |
| 06/30/15 | nat gas - 62211 - updh | 280.32 | | UPDH | 1000 411252 | 344 | | 101000 | |
| 06/30/15 | nat gas - 62017 - police sta. | 23.55 | | POLICE | 1000 411258 | 344 | | 101000 | |
| 06/30/15 | nat gas - 12204-pub.svcs | 27.67 | | STREET | 1000 430200 | 344 | | 101000 | |
| 06/30/15 | nat gas - 62214- old firehall | 22.16 | | PARK | 1000 460430 | 344 | | 101000 | |
| 06/30/15 | nat gas - 01603 - old bld insp | 27.67 | | STREET | 1000 430200 | 344 | | 101000 | |
| 06/30/15 | nat gas - 61962 - library | 34.59 | | LIBRAR | 1000 411259 | 344 | | 101000 | |
| 06/30/15 | nat gas - 07154 - Povah Ctr. | 207.63 | | POVAH | 1000 411255 | 344 | | 101000 | |
| 06/30/15 | nat gas - 62207 - pub svcs | 94.04 | | PUBSVC | 1000 430200 | 344 | | 101000 | |
| 06/30/15 | nat gas -17279 -Town Hall | 219.54 | | TWNHAL | 1000 411250 | 344 | | 101000 | |
| 06/30/15 | nat gas -17569-Sewer Lift | 26.27 | | SEWER | 5310 430600 | 344 | | 101000 | |
| 41067 | 2558 Hebgen Basin Fire District | 48,917.00 | | | | | | | |
| 07/15/15 | July 2015 | 48,917.00 | | FIRE | 1000 420400 | 357 | | 101000 | |
| 41068 | 146 Morrison-Maierle, Inc | 130.00 | | | | | | | |
| 20657 | 07/07/15 PD online backup | 70.00 | | DISPAT | 1000 420160 | 398 | | 101000 | |
| 20658 | 07/07/15 Town Offices online backup | 60.00 | | FINADM | 1000 410510 | 356 | | 101000 | |
| 41069 | 2546 Century Link QCC | 51.37 | | | | | | | |
| 06/23/15 | long dist chg 406-646-7600 | 51.37 | | finadm | 1000 410510 | 345 | | 101000 | |
| 41071 | 2789 WEX Bank | 3,176.35 | | | | | | | |
| 07/01/15 | 07 Ford Expedition 6-54563A | 57.15 | | SS | 1000 450135 | 231 | | 101000 | |
| 07/01/15 | 06 Dodge Durango 6-1374 | 242.81 | | POLICE | 1000 430200 | 231 | | 101000 | |
| 07/01/15 | 10 Ford Crown Vic 6-34157A | 100.11 | | POLICE | 1000 420100 | 231 | | 101000 | |
| 07/01/15 | 08 Ford Crown Vic 6-1437 | 60.27 | | POLICE | 1000 420100 | 231 | | 101000 | |
| 07/01/15 | 10 Ford Expedition 6-000046 | 214.58 | | POLICE | 1000 420100 | 231 | | 101000 | |
| 07/01/15 | 11 Ford Expedition 6-21425A | 195.93 | | POLICE | 1000 420100 | 231 | | 101000 | |
| 07/01/15 | 10 JD Backhoe | 163.79 | | STREET | 1000 430200 | 231 | | 101000 | |
| 07/01/15 | 78 Chevy Dumptruck | 0.00 | | STREET | 1000 430200 | 231 | | 101000 | |
| 07/01/15 | 78 Autocar Dumptruck | 0.00 | | STREET | 1000 430200 | 231 | | 101000 | |
| 07/01/15 | 85 Ford Dumptruck | 0.00 | | STREET | 1000 430200 | 231 | | 101000 | |
| 07/01/15 | 140 G Grader | 281.62 | | STREET | 1000 430200 | 231 | | 101000 | |
| 07/01/15 | CAT 936 Loader | 0.00 | | STREET | 1000 430200 | 231 | | 101000 | |
| 07/01/15 | 91 Ford 6-582 | 151.87 | | STREET | 1000 430200 | 231 | | 101000 | |

07/17/15
15:50:32

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 7/15

Page: 2 of 7
Report ID: AP100

FSB - Operating account
* ... Over spent expenditure

| Claim | Vendor #/Name/ | Document \$/ | Disc \$ | | | | | | Cash |
|-------|---|--------------|---------|--------|---------------|--------|------|---------|------|
| Check | Invoice #/Inv Date/Description | Line \$ | | PO # | Fund Org Acct | Object | Proj | Account | |
| | 07/01/15 95 Mobile Sweeper | 0.00 | | STREET | 1000 430200 | 231 | | 101000 | |
| | 07/01/15 97 Athey Sweeper | 251.68 | | STREET | 1000 430200 | 231 | | 101000 | |
| | 07/01/15 14 Water Truck | 116.78 | | STREET | 1000 430200 | 231 | | 101000 | |
| | 07/01/15 00 Freightliner Dump 6-60700A | 103.26 | | STREET | 1000 430200 | 231 | | 101000 | |
| | 07/01/15 Snowmobile | 0.00 | | STREET | 1000 420100 | 231 | | 101000 | |
| | 07/01/15 02 Freightliner Dump 6-54564A | 0.00 | | STREET | 1000 430200 | 231 | | 101000 | |
| | 07/01/15 08 Ford Pickup 6-1450 | 281.44 | | STREET | 1000 430200 | 231 | | 101000 | |
| | 07/01/15 08 GMC Pickup 6-1484 | 310.68 | | STREET | 1000 430200 | 231 | | 101000 | |
| | 07/01/15 08 CAT 938H Loader | 346.65 | | STREET | 1000 430200 | 231 | | 101000 | |
| | 07/01/15 08 904B MiniLoader | 42.22 | | STREET | 1000 430200 | 231 | | 101000 | |
| | 07/01/15 93 Dodge 6-2010 | 66.85 | | STREET | 1000 430200 | 231 | | 101000 | |
| | 07/01/15 YNP Truck #2 | 0.00 | | STREET | 1000 430200 | 231 | | 101000 | |
| | 07/01/15 08 Ford Escape (multi-use) | 37.01 | | FINADM | 1000 410510 | 370 | | 101000 | |
| | 07/01/15 14 Police Interceptor | 151.65 | | POLICE | 1000 420100 | 231 | | 101000 | |
| 41072 | 1514 Verizon Wireless | 934.27 | | | | | | | |
| | 06/20/15 640-0512, SS Assist | 33.55 | | SOCSER | 1000 450135 | 345 | | 101000 | |
| | 06/20/15 640-1103, Operator | 33.55 | | STREET | 1000 430200 | 345 | | 101000 | |
| | 06/20/15 640-1438, SS Director | 33.55 | | SOCSER | 1000 450135 | 345 | | 101000 | |
| | 06/20/15 640-1460, Library Dir, SP | 63.55 | | LIBRAR | 2220 460100 | 345 | | 101000 | |
| | 06/20/15 640-1461, Facilities Tech, SP | 63.55 | | STREET | 5210 430500 | 345 | | 101000 | |
| | 06/20/15 640-1462, Operator, SP | 63.55 | | STREET | 5210 430500 | 345 | | 101000 | |
| | 06/20/15 640-1463, Deputy PSS, SP | 63.55 | | STREET | 5310 430600 | 345 | | 101000 | |
| | 06/20/15 640-1472, Ops Mgr, SP | 63.55 | | ADMIN | 1000 410210 | 345 | | 101000 | |
| | 06/20/15 640-1676, Rec Coord, SP | 63.55 | | REC | 1000 460440 | 345 | | 101000 | |
| | 06/20/15 640-1754, COP, SP | 63.55 | | POLICE | 1000 420110 | 345 | | 101000 | |
| | 06/20/15 640-1755, Police | 33.55 | | POLICE | 1000 420110 | 345 | | 101000 | |
| | 06/20/15 640-1756, Police | 33.55 | | POLICE | 1000 420110 | 345 | | 101000 | |
| | 06/20/15 640-1757, Police | 33.55 | | POLICE | 1000 420110 | 345 | | 101000 | |
| | 06/20/15 640-1758, Police | 63.55 | | POLICE | 1000 420110 | 345 | | 101000 | |
| | 06/20/15 640-1759, Police | 33.55 | | POLICE | 1000 420110 | 345 | | 101000 | |
| | 06/20/15 640-7547, Facilities Tech | 33.55 | | PARKS | 1000 460430 | 345 | | 101000 | |
| | 06/20/15 640-9074, PSS, SP | 63.68 | | BLDINS | 5310 430600 | 345 | | 101000 | |
| | 06/20/15 COP laptop | 93.79 | | | 1000 420110 | 345 | | 101000 | |
| 41094 | 1454 Bozeman Chronicle/Big Sky | 592.25 | | | | | | | |
| | 1303377 06/19/15 water quality report | 461.25 | | WATER | 5210 430500 | 327 | | 101000 | |
| | 1275397 05/01/15 sidewalk notice, 2nd pub | 68.00 | | ADMIN | 1000 410210 | 327 | | 101000 | |
| | 1302067 06/26/15 prelim budget notice | 63.00 | | ADMIN | 1000 410210 | 327 | | 101000 | |
| 41095 | 2673 First Bankcard | 1,511.10 | | | | | | | |
| | 05/29/15 Constant Contact | 15.00 | | REC | 1000 460440 | 327 | | 101000 | |
| | 06/02/15 USPS, postage | 14.42 | | FINADM | 1000 410510 | 311 | | 101000 | |
| | 06/03/15 Spire Climbinb, deposit | 50.00 | | SUMREC | 1000 460449 | 871 | | 101000 | |
| | 06/10/15 Discount School, supplies | 152.19 | | REC | 1000 460449 | 220 | | 101000 | |
| | 06/13/15 Constant Contact | 15.00 | | REC | 1000 460440 | 327 | | 101000 | |
| | 06/13/15 Microsoft, software | 150.00 | | REC | 1000 460440 | 220 | | 101000 | |

07/17/15
15:50:32

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 7/15

Page: 3 of 7
Report ID: AP100

FSB - Operating account
* ... Over spent expenditure

| Claim | Vendor #/Name/ | Document \$/ | Disc \$ | | | | | | Cash |
|-------|---|--------------|---------|--------|---------------|-------------|---------|--|------|
| Check | Invoice #/Inv Date/Description | Line \$ | | PO # | Fund Org Acct | Object Proj | Account | | |
| | 06/12/15 S&S Worldwide | 551.99 | | SUMREC | 1000 460449 | 220 | 101000 | | |
| | 06/24/15 Blast Off | 562.50 | | SUMREC | 1000 460449 | 871 | 101000 | | |
| 41096 | 2601 Chemnet Consortium, Inc. | 35.00 | | | | | | | |
| | 83876 07/07/15 lab services, drug tests | 35.00 | | ADMIN | 1000 410210 | 351 | 101000 | | |
| 41097 | 99906 Secretary of State | 25.00 | | | | | | | |
| | 07/17/15 notary reappt, Roos | 25.00 | | FINADM | 1000 410510 | 335 | 101000 | | |
| 41098 | 2291 American Express | 1,429.73 | | | | | | | |
| | 06/10/15 BW Grant Missoula, Longworth | 301.32 | | DISPAT | 1000 420160 | 370 | 101000 | | |
| | 06/16/15 WildWest Pizza, supplies | 74.16 | | LEGIS | 1000 410100 | 220 | 101000 | | |
| | 06/16/15 Billings Hotel (expect refund) | 187.12 | | LEGIS | 1000 410100 | 370 | 101000 | | |
| | 06/19/15 USPS, postage | 343.00 | | COURT | 1000 410360 | 311 | 101000 | | |
| | 06/23/15 Woodside Bakery, supplies | 81.88 | | LEGIS | 1000 410100 | 220 | 101000 | | |
| | 06/24/15 USPS, postage | 54.25 | | FINADM | 1000 410510 | 311 | 101000 | | |
| | 07/02/15 Amazon, toner | 388.00 | | FINADM | 1000 410510 | 220 | 101000 | | |
| 41099 | 2586 Waxie Sanitary Supply | 506.75 | | | | | | | |
| | 75359213 06/30/15 seat covers | 506.75 | | PARKS | 1000 460430 | 220 | 101000 | | |
| 41100 | 674 Karst Stage | 6,075.00 | | | | | | | |
| | 07/13/15 Summer Rec charters, 9 trips | 6,075.00 | | SUMREC | 1000 460449 | 319 | 101000 | | |
| 41101 | 2673 First Bankcard | 7,392.81 | | | | | | | |
| | 05/28/15 SafetySign.com | 232.17 | | STREET | 1000 430200 | 243 | 101000 | | |
| | 06/02/15 Amazon, cartridges | 79.99 | | BLDINS | 1000 420531 | 220 | 101000 | | |
| | 06/02/15 Amazon, cartridges | 169.94 | | BLDINS | 1000 420531 | 220 | 101000 | | |
| | 06/02/15 Amazon, cartridges | 79.99 | | BLDINS | 1000 420531 | 220 | 101000 | | |
| | 06/08/15 Walmart, dog food | 156.01 | | HELP | 7010 450135 | 220 | 101000 | | |
| | 06/08/15 Home Depot, lights | 412.93 | | LIB | 1000 411259 | 366 | 101000 | | |
| | 06/10/15 Staples, chairs | 799.92 | | POLICE | 1000 420100 | 220 | 101000 | | |
| | 06/11/15 KingKutter, parts | 828.25 | | SEWER | 5310 430600 | 369 | 101000 | | |
| | 06/16/15 Home Decorators, benches | 884.00 | | TWNHAL | 1000 411250 | 364 | 101000 | | |
| | 06/15/15 Falls Plumbing, supplies/pipes | 840.28 | | PARKS | 1000 460430 | 365 | 101000 | | |
| | 06/16/15 Send It Home, shipping | 31.79 | | WATER | 5210 430500 | 357 | 101000 | | |
| | 06/17/15 Amazon, batteries | 149.70 | | SEWER | 5310 430640 | 212 | 101000 | | |
| | 06/17/15 Amazon, batteries | 7.99 | | SEWER | 5310 430640 | 212 | 101000 | | |
| | 06/22/15 American Weld, power mig 256 | 2,719.85 | | STREET | 1000 430200 | 220 | 101000 | | |
| 41102 | 2837 Sheri Holtzen | 45.90 | | | | | | | |
| | 07/17/15 postage | 5.85 | | POLICE | 1000 420110 | 311 | 101000 | | |
| | 07/17/15 postage | 40.05 | | FINADM | 1000 410510 | 311 | 101000 | | |

07/17/15
15:50:32

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 7/15

Page: 4 of 7
Report ID: AP100

FSB - Operating account
* ... Over spent expenditure

| Claim | Check | Invoice #/Inv Date/Description | Vendor #/Name/ | Document \$/ Line \$ | Disc \$ | PO # | Fund Org Acct | Object Proj | Cash Account |
|-------|-------|--------------------------------|--|-------------------------|---------|--------|---------------|-------------|-----------------|
| 41103 | | 07/07/15 | 1 First Security Bank renew safety deposit box | 50.00 50.00* | | FINADM | 1000 410510 | 630 | 101000 |
| 41104 | | 15831 07/01/15 | 2647 Bigfork Web Development, Inc. annual website hosting | 720.00 720.00 | | FINADM | 1000 410510 | 356 | 101000 |
| 41105 | | 1505-01 07/09/15 | 2260 Think One WY Housing PAR, Town share | 10,210.40 10,210.40 | | CDBG | 2392 470320 | 357 | 101000 |
| 41106 | | 13846 06/12/15 | 2821 Teton Turf & Tree Farm trees, replace on Canyon | 1,837.00 1,837.00 | | PARKS | 1000 460430 | 221 | 101000 |
| 41107 | | AOR10821 07/07/15 | 171 Montana Food Bank Network commodities | 401.06 323.56 | | HELP | 7010 450135 | 220 | 101000 |
| | | AOR10811 07/07/15 | commodities | 77.50 | | HELP | 7010 450135 | 220 | 101000 |
| 41108 | | WEST7.2.15 07/02/15 | 2671 Gallatin Valley Food Bank commodities | 231.25 231.25 | | HELP | 7010 450135 | 220 | 101000 |
| 41109 | | 35276 06/29/15 | 2473 Pioneer Human Services commodities | 23.58 23.58 | | HELP | 7010 450135 | 220 | 101000 |
| 41110 | | 06/27/15 | 2306 Brandy Holland reimb uniform | 27.00 27.00 | | SUMREC | 1000 460449 | 226 | 101000 |
| 41111 | | 07/01/15 | 135 Food Roundup supplies | 84.84 58.14 | | JAIL | 1000 420230 | 220 | 101000 |
| | | 07/01/15 | supplies | 17.38 | | STREET | 1000 430200 | 220 | 101000 |
| | | 07/01/15 | supplies | 9.32 | | SUMREC | 1000 460449 | 220 | 101000 |
| 41112 | | 07/01/15 | 533 Market Place supplies | 60.81 9.03 | | SUMREC | 1000 460449 | 220 | 101000 |
| | | 07/01/15 | supplies | 47.98 | | JAIL | 1000 420230 | 220 | 101000 |
| | | 07/01/15 | supplies | 3.80 | | JAIL | 1000 420230 | 220 | 101000 |
| 41113 | | 23 07/08/15 | 2901 Pump Excellence service call | 750.00 750.00 | | WATER | 5210 430550 | 369 | 101000 |
| 41114 | | E105244 07/02/15 | 2764 HD Supply Waterworks, Ltd. water supplies, tubing | 6,267.40 2,853.48 | | WATER | 5210 430550 | 937 | 101000 |
| | | E150741 07/08/15 | water supplies, valves, brush | 373.34 | | WATER | 5210 430550 | 937 | 101000 |
| | | E158076 07/08/15 | water supplies, pipes | 3,040.58 | | WATER | 5210 430550 | 937 | 101000 |

07/17/15
15:50:32

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 7/15

Page: 5 of 7
Report ID: AP100

FSB - Operating account
* ... Over spent expenditure

| Claim | Check | Invoice #/Inv Date/Description | Vendor #/Name/ | Document \$/ Line \$ | Disc \$ | PO # | Fund Org Acct | Object Proj | Cash Account |
|-------|-----------|---|--------------------------------------|-------------------------|---------|--------|---------------|-------------|-----------------|
| 41115 | 1719 | 07/01/15 laundry service | 725 Swan Cleaners | 54.00 54.00 | | JAIL | 1000 420230 | 390 | 101000 |
| 41116 | 345668 | 06/30/15 compressed O2 | 764 General Distributing Co. | 42.30 42.30 | | STREET | 1000 430200 | 220 | 101000 |
| 41117 | 13985 | 07/09/15 water pump, 2011 Ford Exp | 2635 Jake's Automotive and Tire | 346.31 346.31 | | STREET | 1000 420100 | 361 | 101000 |
| 41118 | 6933 | 06/11/15 forms | 2099 Quick Print of West Yellowstone | 67.50 67.50 | | COURT | 1000 410360 | 321 | 101000 |
| 41119 | 19835 | 07/01/15 Accounting, annual maint | 375 Black Mountain | 3,340.00 2,267.00 | | FINADM | 1000 410510 | 356 | 101000 |
| | 19835 | 07/01/15 Cemetery, annual maint | | 1,073.00 | | CEM | 2240 430900 | 355 | 101000 |
| 41120 | 100826A | 06/25/15 fuel, help fund | 254 Firehole Fill Up/Economart | 20.00 20.00 | | HELP | 7010 450135 | 231 | 101000 |
| 41121 | 070615 | 05/07/15 shift coverage June 1-30, 2015 | 2182 Gallatin County | 2,560.00 2,560.00 | | POLICE | 1000 420100 | 398 | 101000 |
| 41122 | 2015-4933 | 07/01/15 OM recruitment, 2nd install | 2907 Prothman Company | 6,000.00 6,000.00 | | ADMIN | 1000 410210 | 356 | 101000 |
| 41123 | 303913 | 07/01/15 overage charges | 29 Terrell's Office Machines Inc | 39.30 39.30 | | LIB | 2220 460100 | 398 | 101000 |
| 41124 | 25304961 | 06/24/15 purchase copier | 2882 De Lage Landen | 7,326.94 7,326.94 | | LIB | 2220 460100 | 940 | 101000 |
| 41125 | 2205 | 07/05/15 public library remodel | 1163 CS Construction | 3,109.10 3,109.10 | | LIB | 1000 411259 | 366 | 101000 |
| 41126 | 07/17/15 | refund UPDL deposit | 999999 LIZ DAVIS | 350.00 350.00 | | UPDL | 2210 214000 | | 101000 |
| 41127 | 07/17/15 | refund UPDL deposit | 999999 HEATHER BUTLER | 350.00 350.00 | | UPDL | 2210 214000 | | 101000 |

07/17/15
15:50:32

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 7/15

Page: 6 of 7
Report ID: AP100

FSB - Operating account
* ... Over spent expenditure

| Claim | Vendor #/Name/ Check Invoice #/Inv Date/Description | Document \$/ Line \$ | Disc \$ | PO # | Fund Org Acct | Object Proj | Cash Account |
|-------|--|---|---------|--|--|--|--|
| 41128 | 999999 MICHAEL YONI GLATT 07/17/15 refund UPDL deposit | 350.00 350.00 | | UPDL | 2210 214000 | | 101000 |
| 41129 | 151 Gallatin County WY TS/Compost 06/30/15 transfer station charges | 994.95 994.95 | | PARKS | 1000 460430 | 534 | 101000 |
| 41130 | 2835 Corner Cenex 1214 06/30/15 supplies, work session | 16.56 16.56 | | LEGIS | 1000 410100 | 220 | 101000 |
| 41131 | 2853 Two Seasons Recycling 06/28/15 1/2 May 2015 06/28/15 June 2015 | 750.00 250.00 500.00 | | PARKS PARKS | 1000 460430 1000 460430 | 534 534 | 101000 101000 |
| 41132 | 2357 US Bank 07/17/15 CAT loader 07/17/15 CAT loader 07/17/15 911 Dispatch remodel 07/17/15 911 Dispatch remodel 07/17/15 Town Hall 07/17/15 Town Hall | 87,562.17 6,742.64 358.47 13,273.02 776.52 58,445.00 7,966.52 | | STREET STREET 911 911 TWNHAL TWNHAL | 1000 490520 1000 490520 2850 490530 2850 490530 2100 490200 2100 490200 | 610 620 610 620 610 620 | 101000 101000 101000 101000 101000 101000 |
| 41133 | 489 MSE ANALYTICAL LABORATORY 1506101 06/18/15 water sample tests | 198.00 198.00 | | WATER | 5210 430500 | 357 | 101000 |
| 41134 | 99916 Elizabeth Roos 07/17/15 Otterbox case, iPhone 5, Dep P | 25.00 25.00 | | STREET | 1000 430200 | 220 | 101000 |
| | # of Claims | 50 | Total: | | | | 209,206.11 |

| Fund/Account | Amount |
|---------------------------------------|--------------|
| 1000 General Fund | |
| 101000 CASH | \$99,138.58 |
| 2100 Local Option Taxation-Resort Tax | |
| 101000 CASH | \$66,411.52 |
| 2210 Parks & Recreation | |
| 101000 CASH | \$1,050.00 |
| 2220 Library | |
| 101000 CASH | \$7,429.79 |
| 2240 Cemetery | |
| 101000 CASH | \$1,073.00 |
| 2392 CDBG-Local Source | |
| 101000 CASH | \$10,210.40 |
| 2850 911 Emergency | |
| 101000 CASH | \$14,049.54 |
| 5210 Water Operating Fund | |
| 101000 CASH | \$7,853.74 |
| 5310 Sewer Operating Fund | |
| 101000 CASH | \$1,157.64 |
| 7010 Social Services/Help Fund | |
| 101000 CASH | \$831.90 |
| | |
| Total: | \$209,206.11 |

WEST YELLOWSTONE TOWN COUNCIL
Town Council Meeting & Work Session
July 7, 2015

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

OTHERS PRESENT: Finance Director Lanie Gospodarek, Public Services Superintendent James Patterson, Chief of Police Scott Newell, Social Services Director Kathi Arnado, Helene Rightenour, Ryan Barker-Forsgren Associates, Randy Wakefield-Fall River Electric, Jason Brey-District Ranger, Carol Leasure & Marin Aurand – Yellowstone Historic Center, Pierre Martineau, Marysue Costello-Chamber of Commerce Executive Director, Kirstin--VISTA,

The meeting is called to order by Mayor Brad Schmier at 7:00 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.

ACTION TAKEN

- 1) Motion carried to approve the claims which total \$70,187.72. (Forsythe, Johnson)
Forsythe abstains from #41074, Schmier abstains from #41078.
- 2) Motion carried to approve the Consent Agenda, which includes the minutes of the June 9, 2015 Work Session, June 16, 2015 Work Session and Town Council Meeting, and June 30, 2015 Special Meeting. (Johnson, Forsythe)
- 3) Motion carried to approve the amended business license application for Madison Plaza Apartments, contingent upon obtaining all required state and county permits. (Costello, Forsythe)
- 4) Motion carried to approve the request to waive the resort tax bond for Madison Plaza for one nightly rental. (Johnson, Costello)
- 5) Motion carried to approve the business license for Bamf, LLC to operate a business as a general construction contractor and handyman. (Schmier, Johnson)
- 6) Motion carried to table the business license application for Resort Rental LLC. (Johnson, Costello)
- 7) Motion carried to approve the business license for Bu-Pho-Lo. (Schmier, Parker)
Motion fails unanimously, see next motion.
- 8) Secondary Motion carried to approve the business license application for Bu-Pho-Lo, contingent that the vehicle move every night by 2 AM and the business license will expire by 10/31/15, that there be no requirement to purchase parking at this time, that the Council review the license again at the first meeting in April 2016, and the business obtains all necessary local and county permits. (Johnson, Parker) Schmier, Costello, and Forsythe are opposed, motion fails.
- 9) Motion carried to approve the letter to Forest Service Supervisor Mary Erickson and authorize the Mayor to sign. (Parker, Costello)
- 10) Motion carried to adopt the Preliminary Budget for FY 2016. (Johnson, Parker)

Public Comment Period

Chamber of Commerce Executive Director Marysue Costello thanks the Town and especially all the departments that assisted with the activities over the 4th of July. She says the weekend went very well and the fireworks were great. Patterson also notes that the concerts in the park were great and he believes there were more people there than ever before. He admits they had a minor issue when the sprinklers came on...

Carol Leasure reports that their Pie on the Porch event at the Museum on the 4th of July also went very well and they received a lot of support from the community and raised over \$2000.

Council Comments

Mayor Schmier introduces Jason Brey, the new District Ranger for the Hebgen Basin District of the Custer Gallatin National Forest. Parker says that he also was impressed with the 4th of July parade and thought things went well. Costello says he sent an email last week with comments about the agreement they have with Hebgen Basin Fire District and it was suggested that they schedule a work session to discuss the agreement and building further.

Presentation: Union Pacific Dining Lodge Transition and Rates Structure

Carol Leasure introduces Marin Aurand, manager for the Yellowstone Historic Center (YHC), who started working for the YHC in April. Aurand explains the proposed rental fees and cancellation policy for the UPDL and adds that the tables and chairs are included in the rental fee as well as dishes and flatware. The YHC is taking over management of the building as of 10/31/15. Mayor Schmier mentions the fact that the grounds outside the building are not addressed in the lease and they should talk about that in the future.

Public Hearing: Preliminary Municipal Budget

Mayor Schmier opens the hearing on the preliminary budget for FY 2016. The hearing was advertised in the June 26 and July 3, 2015 editions of the West Yellowstone News. Finance Director Lanie Gospodarek explains that the preliminary budget was released last week and is available for the public. She says they have discussed some additions to the budget since then and the Council will still have opportunity to make changes. Final adoption is anticipated on August 18, 2015. Carol Leasure asks if there is any funding in the budget for restoration or improvements in the Historic District. Patterson answers that they are not planning for anything of that nature at this time.

DISCUSSION

- 6) The Council considers the business license but multiple questions arise including the original agreement with Worldmark pertaining to resort tax collections, how the resort tax should be calculated on rooms at Worldmark, and the applicability of TBID. The license application is tabled.
- 7) The Council considers the business license application for Bu-Pho-Lo made by Randy Gay of R-and-A, LLC. The license is to add a mobile food truck business to the property owned by Aaron Hecht known by Wild West Pizza. Patterson explains that Wild West needs 10 spaces to comply with the off street parking ordinance, but only have 7 spaces on site. He says that the food truck will also require one space and reduce the available spaces for Wild West to six. The Council considers multiple options such as purchasing the spaces cash in lieu or a variance. Aaron Hecht points out 17.42.090, Section L of the West Yellowstone Municipal Code, which allows the Town Council to reduce the amount of required parking spaces because of existing public lands in the center of some blocks. The Council debates the issues with Hecht and agree that they do not have enough parking. Hecht asks the Council to apply the language under 17.42.090, Section L, and waive the parking requirements. Johnson makes a motion to approve, but the motion dies for lack of a second. Forsythe asks if the move the food truck every night, do they have to bring the whole property into compliance. The Council considers that scenario and how that affects the request. Gay indicates he intends to operate the business from 4 PM until close, as late as 2 AM.

- 9) The Council discusses the letter that has been prepared to respond to Forest Supervisor Mary Erickson regarding the road reservations through the 80 acres the Town intends to acquire from the Forest Service. District Ranger Jason Brey reviews the draft letter and explains that the Forest Service is just waiting for this letter before proceeding with ordering the surveyors on the property.
- A) **Operations Manager/Department Head Reports:** Public Services Superintendent James Patterson reports that the new signs on Canyon Street and Highway 20 have been installed and they are huge. He says he has asked the State to leave the streetlights in Town on later than 10 PM because it is creating confusion downtown after 10 PM. Todd Barta is working on replacing street lights. Magnesium chloride will be applied to the alleys next week to help control the dust. They are cutting back on the amount of water they are putting on the parks to conserve water. Finance Director Lanie Gospodarek reports that Liz has been working with the Prothman Company to prepare for tomorrow's meeting and Operations manager interviews. They are also working on ordering an appraisal from Joel Peterson for the sewer lagoon property. They are prepared to adopt the preliminary budget this evening but another budget work session is scheduled for July 14. Chief of Police Scott Newell reports that he met recently with Sheriff Gootkin and they are working together on multiple issues. He has made contact with the DOT Maintenance Chief about the striping and turn lanes at the intersection of Highway 20 and 191. 4th of July events went well, working with Gallatin County to get rid of abandoned vehicles. He also mentions that they are having plumbing issues at the Police Department. Parker asks about a "homemade" speed limit sign on Highway 20 and asks if that is the Town's responsibility. He says he observed another one in Town and maybe they need to invest in more signs. Newell says they had a discussion this morning about purchasing a mobile radar trailer, which would cost about \$4500. Social Services Director reports that they have opened the Social Services Assistant position and received one application so far. Parker asks if she has seen an increase at the food bank, particularly from J-1 employees. Arnado answers that she has and she is monitoring which businesses they are coming from. She says that she believes they are coming because of word of mouth, not being sent by their employers.

Mayor Schmier reports that the lease for the Trailhead Building has expired. Their agreement with Town Engineer Dick Dyer has expired and he and Patterson have met with him and they are working on renewing that. He also says that because of citizen interest he is looking into releasing an RFP for healthcare services and more information is to come.

CORRESPONDENCE/FYI

Dated June 25, 2015, Mayor Schmier signed the Order Adopting the 2012 International Building Codes.

The meeting is adjourned. (8:15 PM)

Mayor

ATTEST:

Town Clerk

WEST YELLOWSTONE TOWN COUNCIL

Work Session

July 8, 2015

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

OTHERS PRESENT: Finance Director Lanie Gospodarek, Public Services Superintendent James Patterson, Social Services Director Kathi Arnado, Chief of Police Scott Newell

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.

Council Comments

Cole Parker says that he believes the decision they made last night to not issue a business license because of parking was correct. He says that he spent a lot of time today looking at the parking situation in the downtown area. He believes that the Council should look at the parking situation and consider options such as improving the interior parks and giving businesses the option of purchasing more parking.

DISCUSSION

Mayor Schmier introduces John Hodgson from the Prothman Company, the company that was hired to conduct the recruitment for an Operations Manager. Schmier turns the meeting over to Hodgson to describe where they are in the hiring process. Hodgson explains that since they last met, he developed a position description and advertised nationally through multiple outlets. He explains that they received 26 applications, thirteen of which he selected to interview. He explains that the thirteen he selected were also asked to complete essay questions, which is a very good indication of how serious a candidate is about the position. He explains that they will adjourn into executive session shortly to discuss the candidates individually. The group agrees to first discuss the logistics of the interview process before adjourning into executive session.

Hodgson recommends that they hold an open house or reception for the final candidates for the evening of July 22, 2015. He explains that this event will be open to the public and it will give the community a chance to meet the candidates and observe the candidates in a social setting. After brief discussion, the group agrees that the event should be held at the Povah Community Center between the hours of 5:30 PM and 8 PM. The group also discusses the format of the evening, advertising the event, food, comment cards, etc. Hodgson says they should also discuss the interview process that will be held the next day. He says they should discuss how to schedule the interviews and who will conduct the interviews. He also recommends taking the candidates on tour. Costello says he thinks the interviews should be conducted by the five Council members. Johnson agrees but also suggests bringing in two more individuals from the community and the group discusses that option. Public Services Superintendent James Patterson offers to take the candidates on a tour and Finance Director Lanie Gospodarek agrees to assist. They agree to conduct the interviews at the Town Hall and invite two community members to sit on the interview panel. Hodgson says he will provide a list of interview questions, but also asks that they send the questions that they have used in the past. He will email a list of questions and recommends that they narrow it down to about 15 questions. Hodgson explains they will have a quick orientation the morning of the interviews as well as a "de-briefing" at the end of the day where they will discuss the qualifications, strengths and concerns of each candidate, how the tours went. They agree that following the interviews, the Council will meet in Executive Session and invite the other panelists and Department Heads individually to share their input with the Council. Hodgson asks the Council to think about how they will select the final candidate and whether they will call a candidate back for a final interview. They also briefly discuss process of negotiating a contract with the selected candidate. Hodgson also asks the Council to discuss how much of the candidate's travel expenses the Town is willing to cover. After lengthy discussion, the group agrees to offer to reimburse up to \$750 for travel expenses plus two nights accommodations. The Town has already reserved rooms at the Holiday Inn for the candidates.

July 8, 2015
Town Council Work Session
Minutes, Page 2

At 7:20 PM, Mayor Schmier adjourns into Executive Session. Minutes during the Executive Session will be taken by Town Clerk Liz Roos

The meeting reconvenes and is adjourned at 8:45 PM.

Mayor

ATTEST:

Town Clerk

WEST YELLOWSTONE TOWN COUNCIL

Work Session

July 14, 2015

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

OTHERS PRESENT: Finance Director Lanie Gospodarek, Public Services Superintendent James Patterson, Social Services Director Kathi Arnado, Chief of Police Scott Newell

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.

Council Comments

Council Member congratulates Brad Schmier on the birth of his new granddaughter as well as the new parents Brian and Alex Schmier. He also reports that Randi Hulett had a scare last week because of a lesion on her brain, had emergency surgery, but is recovering.

Johnson also explains that prior to the departure of Operations Manager Jamie Greene in 2011 and the hiring of James Patterson as Public Services Superintendent in 2012, they had been working on a new staffing plan for Public Services. He distributes copies of the plan, which has been adjusted slightly by himself and Patterson and they would like to put it on the agenda for the next meeting. Johnson also reports that he has been working with the supervisors to revise the Department Head pay policy. He says he is going to meet with the Department Heads on Thursday to discuss alternatives for that policy. He also reports that the Police union has scheduled negotiations in August.

Johnson says that he wants to make sure they interview at least four people for the Town Operations position. As of this afternoon, they are still expecting four of the top candidates to come interview but if it drops to three he thinks they should consider bringing in at least one more person. He also updates the group on the people he has talked to about serving on the interview panel, but has not confirmed who will be available.

Schmier says that they learned this morning that one candidate has withdrawn. They also learned about what it will really cost some of the candidates to travel to West Yellowstone. They made the decision earlier today to increase the amount the town is willing to pay for travel costs to \$1000 per candidate. He thanks Johnson for taking the lead as far as putting together the interview panel for the Operations Manager interviews next week.

- A) The first topic on the agenda is a review and discussion of the Interlocal Agreement with Hebgen Basin Fire District. He explains that he and Greg Forsythe have been meeting with Kyle Goltz and Robert Godwin to discuss issues with the current agreement. Currently, the agreement ties the amount paid to the District to the annual increase or decrease in Resort Tax collections. He distributes some figures that reflect the annual amount of money the Town will pay the District over the next ten years if they continue using the same formula to calculate that amount. He points out that those figures increase dramatically over the next ten years. He also reminds the group that the Town did not accept the proposal from the District earlier this year to purchase the Emergency Services Building (ESB) for \$200,000 as the building was appraised at \$533,000. He says that by meeting with Forsythe, Godwin, and Goltz, they came up with a method to sell the building by decreasing the amount the Town pays to the District over the course of four years with a down payment of \$100,000. He also explains that the District is also open to signing a new interlocal agreement for 20 years. After the first four years and the building is paid off, they payment from the Town to the District would include an annual increase of 1.5%. The Council considers multiple options on this subject. Schmier asks if there was any discussion in their meetings about lowering the amount the Town pays the District without selling the building. Costello and Forsythe agree that selling the building to the District was an integral part of their discussions. Schmier points out that they are essentially paying for the building with their own money. The group discusses

purchasing the 80 acres from the Forest Service as well as the impact of developing that land on resort tax collections. Johnson says that he does think this proposal benefits the County more than the Town, but he is frankly very tired of discussing this. He says he is only one Council Member and if they have the votes to pass this, then they should. Schmier says he thinks this would be good for the Town in the long run, but he doesn't like how they are leveraging the sale of the building against the Town to lower the payment. Costello and Forsythe disagree that is the intent and the group discusses what the next step would be. Costello says the District board has seen this proposal but has not yet met to discuss it. The Council agrees to put this topic on a future agenda, for the purpose of voting on whether to proceed with this proposal.

- B) The next item of discussion is the FY 2016 Budget. Finance Director Lanie Gospodarek explains three quotes for a new police car. The original quote was for a 2015 Chevy Tahoe for \$43,430 but he has turned in a purchase order for a 2014 Chevy Tahoe for \$49,630. The group discusses the different quotes and compares this car to the one the Town purchased in January of 2014 for nearly \$15,000 less. Chief Newell is not present at the meeting but is contacted by phone to answer questions. They discuss the differences between this car and what has been purchased in the past but struggle to understand the justification of the current request. Johnson apologizes for missing the previous budget meeting, but shares some project ideas that the Council should consider including streetlights, relocating the bear in Grizzly Park, paying of the 911 center, repaving the streets, more grassy areas for Summer Recreation, a walking trail between Grizzly Park that is lit at night, a stage in Pioneer Park, improving an interior park, and repaving themselves for the alley project. Patterson says that he thinks they should talk about the streets. He says they can either chip seal or slurry seal the roads and he has talked to a couple asphalt experts that believe the current streets will last for many more years. The Council also discusses supporting medical services in the community. Costello says that he hasn't observed CHP increasing their service over the last couple of years and thinks their contribution should remain at \$75,000. Johnson says that he has some heartburn with the Town being the sole supporter of the loss by the healthcare provider. The Council considers whether to budget for money for a possible new healthcare provider. The Council reviews the Capital Improvement Plan, specifically the purchases and projects scheduled for FY 16. Proposed projects include a new utility pickup for Public Services, a partially grant-funded street sweeper, new police patrol vehicle, groundwater study, replace meters, replacing curb stop valves, crack sealing the streets, putting away funding for repaving the streets, chip sealing the streets, sidewalk maintenance, changing streetlights to LED, replace handrails at UPDL, a new volleyball court in the city park, a permanent pad for the ice rink in the city park, a toilet vault at the tennis courts, and resurfacing the basketball court. Johnson recommends that they pay themselves back for the alley drainage project, referring to the \$150,000 the Town moved from the street reconstruction fund to complete that project. He also thinks they should have a serious discussion about the necessity of the new police car and also get a firm price to pave and complete an interior park and see if they can get started on that, finance the project if necessary. Patterson adds that he thinks water supply is also a very serious concern and they should consider a new well or extending into the next spring. He says that the water supply tank on the South Plateau has not completely filled since Memorial Day weekend and the Railroad Well kicked on every couple hours over the 4th of July weekend.

The meeting is adjourned. (8:45 PM)

Mayor

ATTEST:

Town Clerk

Town of West Yellowstone Business License Application

Business Name: Resort Rental LLC
 Applicant: _____
 Contact Person: Nanon Washington
 Mailing Address: 9998 N. Michigan Rd. Caramel IN 46032
 Physical Address of Business: Various (Timeshare Rental)
 Phone Number: 317-805- Fax Number: 317-805-8100
 Email Address: resortrentaltax@rci.com Website: rci.com

Signature of Property Owner of Record: N/A (various)

Subdivision: _____
 Block: _____ Lot: _____

Zoning District, please mark one:

- | | |
|--|---|
| <input 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 N/A

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

Resort Tax to be collected and submitted for renting timeshares to non members.

Business License Fee: \$ 50.00
 Resort Tax Bond: \$ ~~500.00~~
 Total Amount Due: \$ ~~50.00~~ 550.00


 Signature of Applicant

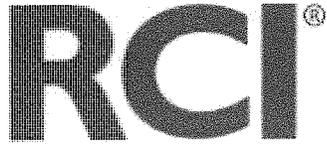
Signature of Applicant
1-23-15
 Date

FOR OFFICE USE ONLY

Date Approved by Town Council: _____

Date _____ Check # _____ Amount \$ _____ License # _____

SCN _____ BLP _____ STX _____ BLC _____ RDX _____



February 2, 2015

Worldmark West Yellowstone
110 Gray Wolf Ave.
West Yellowstone, MT 59758

RE: Business License Application, Timeshare Rentals

To Whom It May Concern:

Resort Rental, LLC is a Limited Liability Company located in the State of Indiana that engages in excess timeshare rental. We do not own or operate any timeshares, resorts, or hotels. We provide to our members the opportunity to do nightly rental with our affiliations throughout the United States.

We have no physical presence or employees in West Yellowstone MT.

Property is:

WorldMark West Yellowstone (#A411)
110 Gray Wolf Ave
West Yellowstone, MT 59758
USA
Resort telephone number: 406/646-7561
Resort Fax Number: 406/646-7519

Sincerely,

Mark Landers
State and Local Tax Analyst
North America Finance
Group RCI
9998 North Michigan Road
Carmel, IN 46032
Phone: 317.805.8313
Fax: 317.805.8100
Mark.Landers@rci.com

Resort Rental, LLC
9998 N Michigan Rd
Carmel, IN 46032

February 2, 2015

Town of West Yellowstone

PO Box 458

West Yellowstone, MT 59758

To whom it may concern:

Please delete all prior representatives listed on our account and update contact information for Resort Rental, LLC. Currently, Resort Rental files tax returns and/or business licenses in approximately 300 jurisdictions. It has come to our attention that a lot of our jurisdictions have outdated information. We have had former officers receive correspondence on several occasions. Our personnel have changed over time as well, and it has caused some delays in communication. In an effort to reduce problems from these two issues, we are updating our current officers, and business contact information. Some jurisdictions have forms to update this information. We will address those as well. This letter is the best way to convey the changes to all jurisdictions that we are involved with.

Going forward, please delete all previously listed and update your records to reflect the following officers for Resort Rental-

The Business Phone for each member is 317-805-8313. The effective date for all members will be 1/1/2006, which is the date of our incorporation as an LLC.

| | | | |
|----------------------------|--------------------------------|--------------------|--|
| Gordon Gurnik- | President | 303-82-5528 | 7 Sylvan Way, 4th Flr. Parsippany NJ 07054 |
| Thomas Edwards- | EVP & Treasurer | 221-34-0624 | 7 Sylvan Way, 4th Flr. Parsippany NJ 07054 |
| Paul Cash- | SVP, GC & Secretary | 327-66-4172 | 7 Sylvan Way, 4th Flr. Parsippany NJ 07054 |
| Terry Motsenbocker- | VP | 314-84-5854 | 9998 N. Michigan Rd. Carmel, IN 46032 |

We have also created a dedicated email and phone number for tax/business license issues-

Email- resortrentaltax@rci.com

Telephone- (317) 805-8313

Please update your records to reflect the following business contacts for Resort Rental-

| | | | |
|--------------------------|--------------------|-----------------------|--|
| Namon Washington- | Tax Analyst | (317) 805-9585 | <u>namon.washington@rci.com</u> |
| Mark Landers- | Tax Analyst | (317) 805-9056 | <u>mark.land@rci.com</u> |
| Gabriele Henry- | Tax Analyst | (317) 805-8134 | <u>gabriele.henry@rci.com</u> |

If you have any questions regarding this letter, do not hesitate to contact us.

Sincerely,



TAX AGREEMENT
Town of West Yellowstone, Montana

THIS TAX AGREEMENT ("Agreement") is made and entered into as of this 18 day of August, 2005, by and between TRENDWEST RESORTS, INC., an Oregon corporation ("Trendwest"), WorldMark, The Club, a California nonprofit mutual benefit corporation which owns and operates resorts marketed by Trendwest ("WorldMark"), and THE TOWN OF WEST YELLOWSTONE, MONTANA ("Town"). Trendwest, WorldMark, and the Town may hereinafter be referred to individually as "Party" or collectively as ("Parties").

RECITALS:

A. WHEREAS, Trendwest is developing, or intends to develop, a timeshare resort consisting of approximately 112 units and related amenities (the "Resort") on that certain real property known as Lots 14 and 15 of Block 4, Grizzly Park Addition-- Phase 2 to the Town of West Yellowstone, according to the official plat thereof on file and of record in Film 148, Page 889, records of Gallatin County, Montana (the "Property");

B. WHEREAS, Trendwest is a timeshare sales and marketing company, which develops resorts such as the Resort and thereafter transfers those resorts to WorldMark in return for marketable vacation credits ("Vacation Credits"), which authorize the owner thereof to occupy units within the resort for limited periods of time based upon the number of Vacation Credits, purchased. At this Resort, Trendwest also intends to open a sales office;

C. WHEREAS, WorldMark is an association whose members have purchased Vacation Credits allowing those members to occupy any of the resorts owned and operated by WorldMark. WorldMark's members pay annual maintenance assessments ("Dues") to WorldMark based upon the number of Vacation Credits owned;

D. WHEREAS, the Town imposes a resort tax under Chapter 3.12 of the West Yellowstone Municipal Code which it intends to impose upon the Resort; and

E. WHEREAS, the Town, Trendwest and WorldMark wish to memorialize the method for calculating any and all taxes owed as a result of the occupancy of the Resort.

NOW, THEREFORE, in consideration of the recitals, covenants, agreements and stipulations contained herein, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties do agree as follows:

AGREEMENT

1. Agreement to Pay Resort Tax. Trendwest and WorldMark hereby agree to subject the Property to the payment of the resort tax as provided in Chapter 3.12 West Yellowstone Municipal Code and to include any subsequent amendments to this chapter of the code. The resort tax, currently 3%, shall be determined by multiplying the Rent, as that term is defined in paragraph 2 below, by that percentage.

2. Rents and Tax Calculation. WorldMark owners do not pay nightly compensation for use of the Units. Instead, they pay annual Dues. Therefore, the daily rent on which the resort tax will be calculated (the "Rent") shall be equal to the amount of the weekly Dues associated with the number of Vacation Credits required for a one week stay at that particular Unit divided by seven (7), as this would reflect what the occupant is "paying" to stay at the Resort each night. The current Dues structure is set forth in paragraph 4, below. The Dues may be adjusted, at the discretion of WorldMark, from year to year. Rent commencing on the first day of each successive year thereafter shall be calculated by adjusting the Rent structure then in effect by the amount of the increase in the Dues, if any.

3. Vacation Credit Allocation. As of the date of this Agreement, each occupant will be entitled to occupy the following types of Units for one week for each specified number of Vacation Credits owned:

| Vacation Credits High/Mid/Low Season | Unit Type |
|---|------------------------|
| 7,000/5,000/3,000 | Studio |
| 8,000/6,000/4,000 | 1 Bedroom |
| 10,000/8,000/6,000 | 2 Bedroom |
| 12,000/10,000/8,000 | 3 Bedroom |
| 24,000/22,000/20,000 | 3 Bedroom Presidential |

The above credit values are not final. A change in the actual allocation of credits for each unit type shall not negate this Agreement and the Rent shall be calculated based on those actual final credit allocations.

In those rare instances when a Unit is rented to the general public for a "per night" fee or charge, the tax shall be calculated based on the actual compensation paid by that occupant.

4. Dues Structure. WorldMark members are charged Dues based upon the number of Vacation Credits owned by the member. Dues are subject to change from time-to-time by the WorldMark board of directors. The amount of Dues for purposes of calculating the amount of Rent paid shall be as follows:

| Vacation Credits | Dues |
|------------------|-------|
| 1,000 to 5,999 | \$297 |
| 6,000 to 7,999 | 387 |
| 8,000 to 10,999 | 477 |
| 11,000 to 12,999 | 567 |
| 13,000 to 15,999 | 657 |
| 16,000 to 17,999 | 747 |
| 18,000 to 20,999 | 837 |
| 21,000 to 22,999 | 927 |
| 23,000 to 25,999 | 984 |

5. Example of Payment of Rent Calculation. Based upon the Vacation Credits owned and the Dues structure set forth in Paragraphs 3 and 4, the nightly Rent for a Two-Bedroom Unit Peak-High Season during the initial year of occupancy would be \$68.14, calculated as follows:

10,000 Vacation Credits per week equates to \$477.00 per week in Dues, divided by 7 days, which equals \$68.14 per night in Rent, the rate on which the resort tax would be calculated.

Rent equivalency for the unit types at these rates would be as follows:

Peak-High/Low Season

| | |
|------------------------|----------------------|
| Studio | \$55.29/42.43/42.43 |
| 1 Bedroom | 68.14/55.29/ 42.43 |
| 2 Bedroom | 68.14/68.14/55.29 |
| 3 Bedroom | 81.00/68.14/68.14 |
| 3 Bedroom Presidential | 140.58/132.43/119.57 |

6. Miscellaneous.

(a) Headings and Captions. The headings and captions in this Agreement are for convenience only and shall not be referred to in the interpretation of this Agreement.

(b) Definitions. When used in this Agreement, the following terms shall have the meaning set forth herein:

(1) "Occupancy", for the purpose of calculating any tax owing, shall mean any twenty-four (24) hour period in which a Unit is occupied by an overnight guest, excluding occupancy for maintenance or resort business.

(2) Rent for the purpose of calculating resort tax for each night a Unit is occupied shall refer to the amount of Rent as set forth and calculated in paragraph 2, above, without regard to the timing or amount of monies actually paid to WorldMark by its members for Dues or otherwise.

(c) Waiver. The failure of any Party to exercise any power given it hereunder or to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of that Party's right to demand exact compliance with the terms hereof. Waiver by a Party of any particular default by the other shall not affect or impair its rights with respect to any subsequent defaults of the same or of a different kind; nor shall any delay or omission by a Party to exercise any rights arising from any default affect or impair its right as to such default or any future default.

(d) Severance. Should any part of this Agreement be declared invalid or unenforceable for any reason, it shall be adjusted rather than voided, if possible, to achieve the intent of the Parties.

(e) Binding on Successors and Assigns. This Agreement shall be binding on all successors and assigns of Trendwest and WorldMark.

(f) Governing Law. This Agreement shall be construed under the laws of the State of Montana.

(g) Indemnification. To the fullest extent permitted by law, the Parties agree to reimburse, indemnify, and hold the other Parties and their agents, employees, officers, elected officials, directors, representatives and affiliates harmless from and against all claims, damages, losses, fines, penalties, judgments, awards and expenses, including reasonable attorney's fees, arising out of or resulting from the indemnifying Party's breach of this Agreement or the indemnifying Party's negligence or intentional misconduct (including any breach, negligence or intentional misconduct by independent contractors hired by the indemnifying Party).

(h) Attorneys' Fees. If legal action is commenced to enforce or to declare the effect of any provision of this Agreement, the prevailing Party (as determined by the court or arbitrator) shall be entitled to an award of reasonable attorney's fees and costs incurred at trial, on appeal, on petition for review, or in any related bankruptcy matter. A Party shall also be entitled to reasonable attorney's fees and costs incurred to enforce or collect a judgment or award.

(i) Entire Agreement. This Agreement contains the entire agreement between the Parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further

effect. No modification or change to the terms of this Agreement will be binding on a Party unless in writing and signed by an authorized representative of that Party.

(j) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same Agreement.

(k) Authorization. The persons executing this Agreement on behalf of the Parties hereby warrant that they have the authority and are duly authorized to execute this Agreement on behalf of the Party they purport to represent and that their signature binds that Party to this Agreement.

IN WITNESS WHEREOF, this Tax Agreement has been executed as of the day and year first above written.

TRENDWEST RESORTS, INC.
an Oregon Corporation

By: _____

Title: _____

WORLDMARK, THE CLUB, a California
nonprofit mutual benefit corporation

By: _____

Title: _____

Town of West Yellowstone, Montana

By: _____

Title: Mayor _____

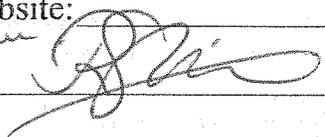
ATTEST:

By: _____

Elizabeth Roos
Town Clerk

Town of West Yellowstone Business License Application

Business Name: SERENITY RENTALS
 Applicant: RAMONA STUBBLEFIELD
 Contact Person: _____
 Mailing Address: P.O. BOX 2126
 Physical Address of Business: 21 IRIS STREET #3
 Phone Number: 406-539-1355 Fax Number: _____
 Email Address: serenityrentalswy@gmail.com Website: _____

Signature of Property Owner of Record: 

Subdivision: _____
 Block: 22 Lot: 7

Zoning District, please mark one:

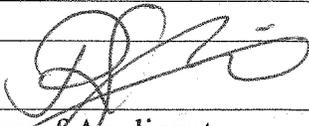
- B-3 Central Business District (Old Town)
- B-4 Expanded Business District (Grizzly Park)
- E-2 Entertainment District (Grizzly Park)
- PUD Planned Unit Development (Grizzly Park)
- Residential Districts, Home Occupations Only (Mad Add)
- New Business
- Change of Location
- Transfer of Ownership
- Name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

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

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.

~~RENTALS~~, NIGHTLY RENTALS
1 Condo unit

Business License Fee: \$ 53.00
 Resort Tax Bond: \$ _____


 Signature of Applicant

Total Amount Due: \$ _____

Signature of Applicant _____
5/11/2015
 Date

FOR OFFICE USE ONLY

| | | | |
|--------------------------------------|---------------------|------------------------|---------------------|
| Date Approved by Town Council: _____ | | | |
| Date <u>7-14-15</u> | Check # <u>1021</u> | Amount \$ <u>53.00</u> | License # _____ |
| SCN _____ | BLP _____ | STX _____ | BLC _____ RDX _____ |

7-14-15 Health Dept. inspection is scheduled, will provide copy of approval letter per RS

Site Plan

Business Name: SERENITY RENTALS

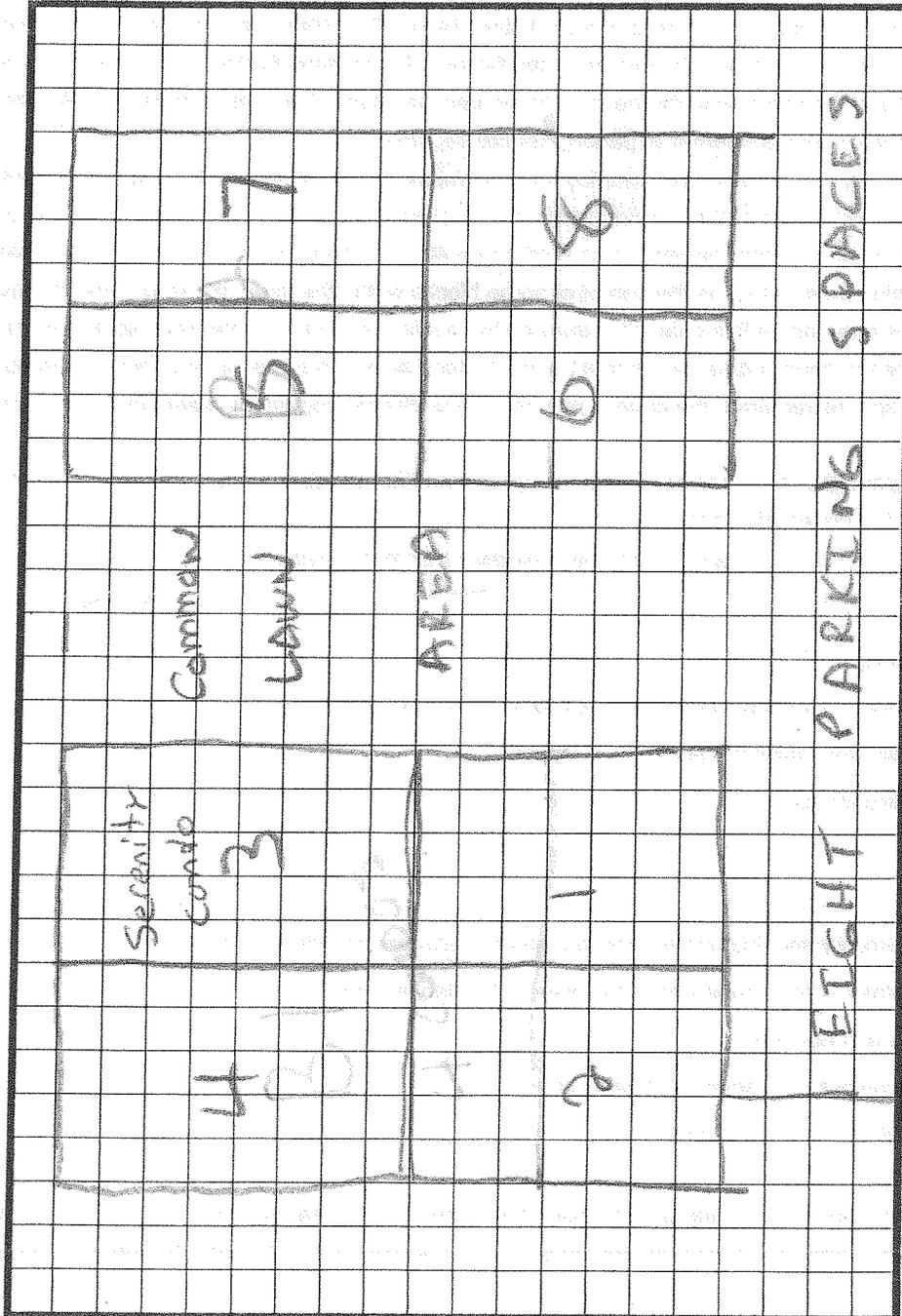
Business Owner: AIM VISION LLC

Business Street Address:

Block: 22 Lot: 7 Subdivision:



AKR



APKWAY A PR... ACCESS...
 TRAILER PARKING ACROSS PKWAY T IN CITY LOT TO EAST.

Scale: 1 inch = 20 feet

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

STREET PARKING ON IRES ST

To whom it may concern,

With regard to the Resort tax Bond. Based on the fact that we already own a restaurant in West Yellowstone (Serenity Bistro) and our resort tax account has already been current. We request that The Town waive the \$500 bond amount.

Date

5/11/2015

Signature of Applicant

A handwritten signature in black ink, appearing to be 'J. L. ...', written over a horizontal line.

Town of West Yellowstone Business License Application

Business Name: Yellowstone Photo Studio
 Applicant: Linda Jehle + Richard Jehle
 Contact Person: Linda Jehle
 Mailing Address: PO Box 1453 West Yellowstone MT 59758
 Physical Address of Business: 500 Cascade Ave West Yellowstone MT 59758
 Phone Number: 406-640-1546 Fax Number: _____
 Email Address: linda.jehle4@gmail.com Website: yellowstonephotostudio.com

Signature of Property Owner of Record: Richard Jehle Linda Jehle

Subdivision: Madison Addition
 Block: 9 Lot: 8

Zoning District, please mark one:

- | | |
|--|--|
| <input 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 checked="" 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.

wholesale photographs, greeting cards, postcards, calendars,
+ Online

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

Linda Jehle
 Signature of Applicant
Richard Jehle
 Signature of Applicant
7/14/15
 Date

FOR OFFICE USE ONLY

Date Approved by Town Council: _____
 Date 7-14-15 Check # 7332 Amount \$ 50.00 License # _____
 SCN _____ BLP _____ STX _____ BLC _____ RDX _____

Site Plan

Business Name: Yellowstone Photo Studio

Business Owner: Linda Jehle

Business Street Address: 500 Cascade Ave.

Block: 9 Lot: 8 Subdivision: Madison Addition

Note - Home business is
~~wholesale~~ whole sale only.

No retail from our property.

No parking will be required

Spoke w/town office 7/14/15
who advised that, as we
will not be having anyone
parking at our property
related to the business that
the parking plan was not
necessary.

Scale: 1 inch = 20 feet

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

Town of West Yellowstone Business License Application

Business Name: Kluck Cabin
 Applicant: Barton & Juliane Kluck
 Contact Person: Bart & Julia Kluck
 Mailing Address: 17 Bittersweet Dr., Butte, MT 59701
 Physical Address of Business: 638 Firehole Ave
 Phone Number: 406-299-2842 Fax Number: —
 Email Address: julia.kluck@bresnan.net Website: —

Signature of Property Owner of Record: _____

Subdivision: Original Plat S34 T13S R5E
 Block: 21 Lot: 5A-2 Plat B-47-Y

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 *→ this is our application*
- Appropriate City/County/Health Dept approvals (if applicable) Yes No *→ Submitted*
- If this business is located in Grizzly Park, has the business been approved by the Grizzly Park Architectural Committee (GPAC)? Yes No *not in Grizzly Park*

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

This is our cabin which we are renting out a few times over the summer months. It is a single family house.

Business License Fee: \$ 50.-
 Resort Tax Bond: \$ 500.-
 Total Amount Due: \$ 550.-

Juliane Kluck
 Signature of Applicant
Barton Kluck
 Signature of Applicant
7/6/15
 Date

| | | | |
|--------------------------------------|---------------------|-------------------------|---------------------|
| FOR OFFICE USE ONLY | | | |
| Date Approved by Town Council: _____ | | | |
| Date <u>7-9-15</u> | Check # <u>1469</u> | Amount \$ <u>550.00</u> | License # _____ |
| SCN _____ | BLP _____ | STX _____ | BLC _____ RDX _____ |

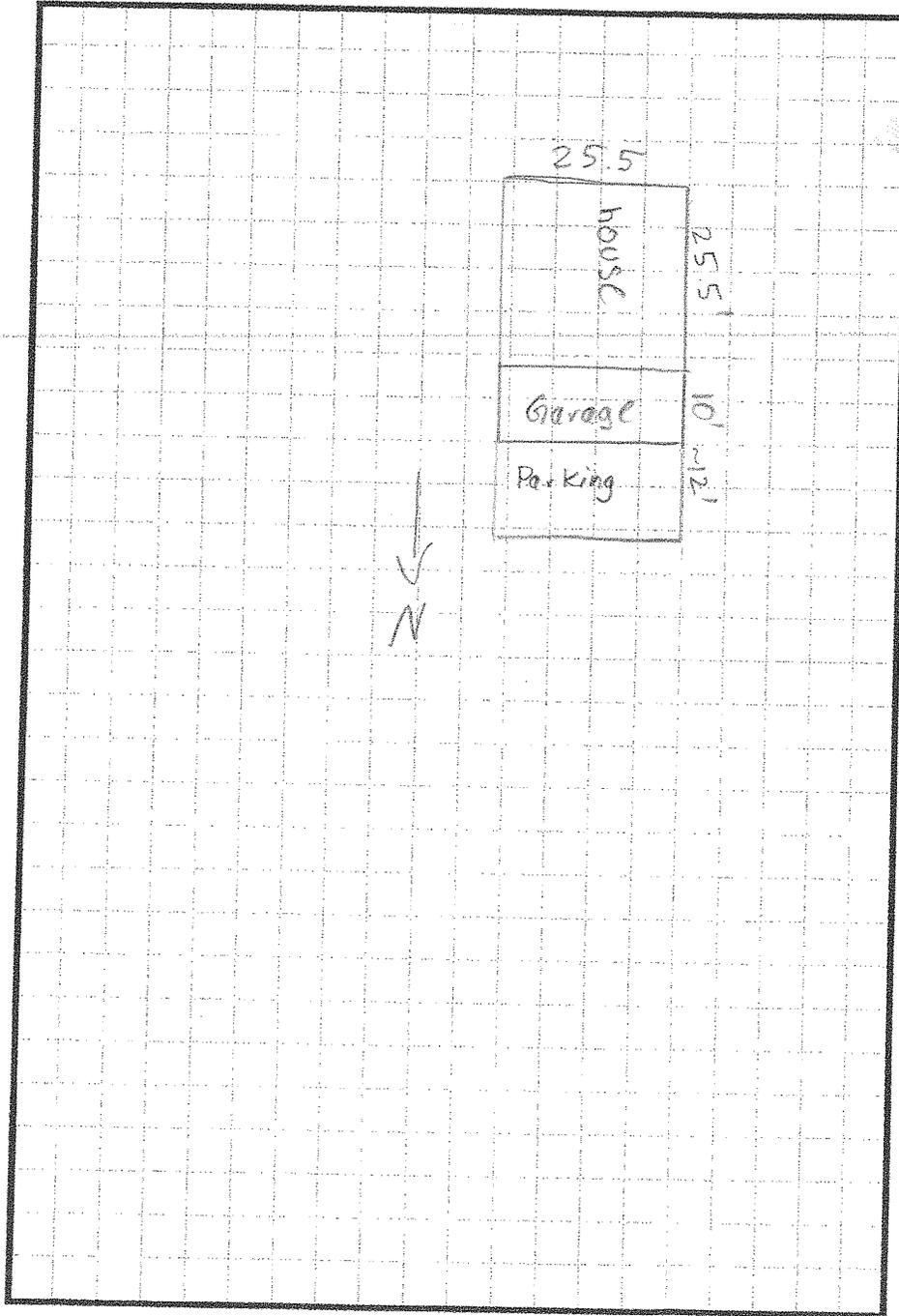
Site Plan

Business Name: Kluck Kabin

Business Owner: Barton & Juliane KLUCK

Business Street Address: 638 Firehole Avenue, West Yellowstone

Block: 21 Lot: 5A-2 Subdivision: Old Town



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: June 30, 2015

APPLICANT: Lone Wolf Properties, LLC DBA Yellowstone Wildlife Cabins

ADDRESS: 431-435 Parkway C

PHONE: 406-646-7675

INTEREST IN PROPERTY: owner

OWNER OF RECORD'S SIGNATURE:



1. LEGAL DESCRIPTION:

Subdivision: Old Town

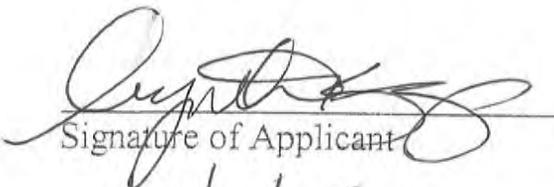
Block: 10

Lot: 6

Zoning District Number: B-3

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.

There are 2 logs placed to distinguish each units parking area.



Signature of Applicant

7/7/15

DATE

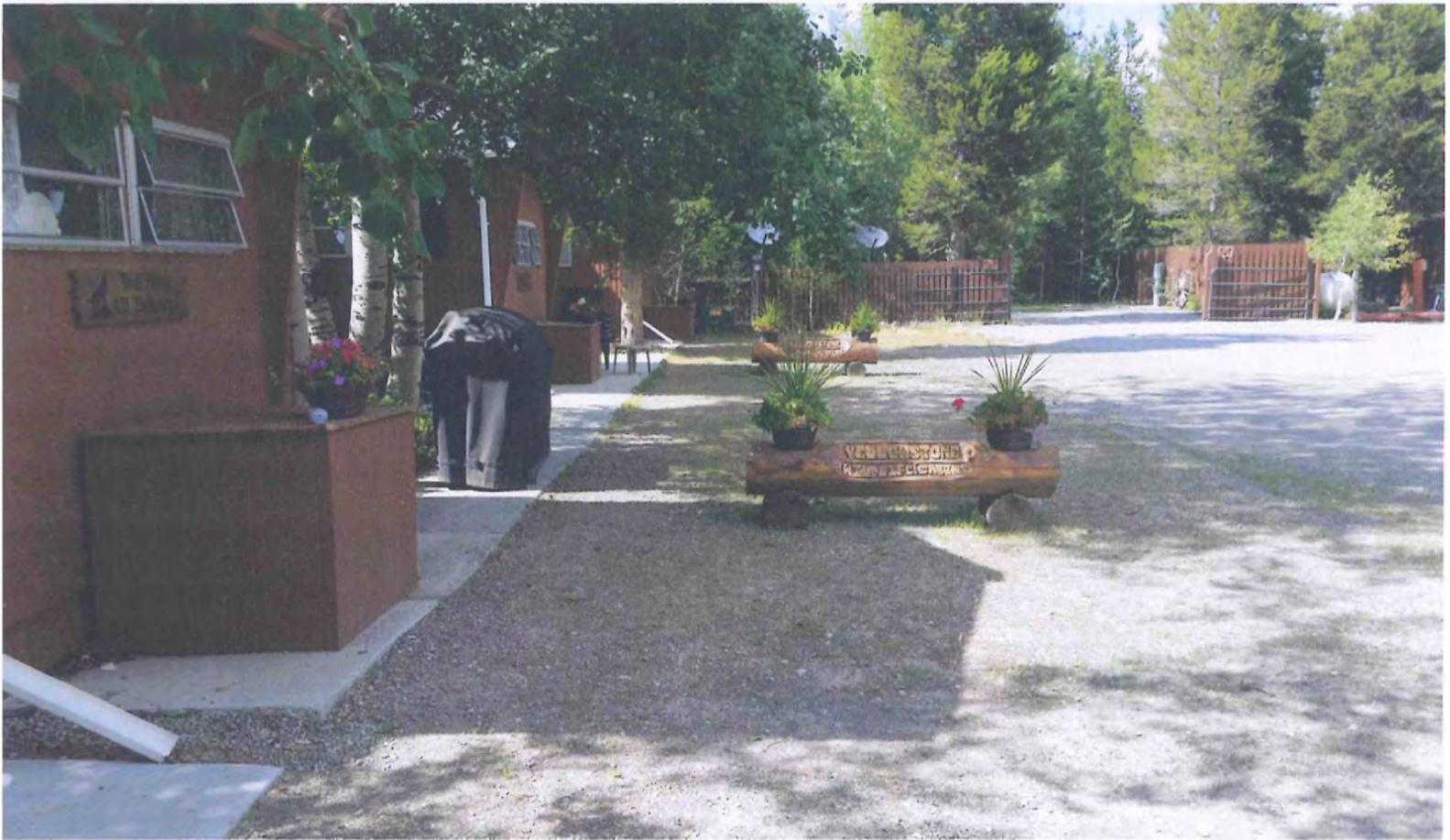
For Office Use Only:

DECISION BY TOWN COUNCIL

Approved Disapproved

Mayor/Operations Manager

DATE



TOWN OF WEST YELLOWSTONE
MONTANA
naturally inviting!

PUBLIC NOTICE

Healthcare Services Advisory Board

The West Yellowstone Town Council is seeking one individual to serve on the Healthcare Services Advisory Board. The Healthcare Services Advisory Board is charged with the following mission: To identify and advise the West Yellowstone Town Council on healthcare needs and services for the community of West Yellowstone and to recommend appropriate actions by the Council to address identified needs and services. Board Members are appointed by the Mayor, subject to the consent of the Town Council, for a term of four years.

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 at www.townofwestyellowstone.com. Applications are requested by **12 Noon on Friday, July 17, 2015**. 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



Healthcare Services Advisory Board

| NAME | DATE APPOINTED | TERM EXPIRES |
|---|----------------|--------------|
| Kyle Goltz PO Box 1167 West Yellowstone, MT 59758 646-4444 kgoltz@hotmail.com | 1/4/11 | 1/4/15 |
| Rachael Burden PO Box 1733 West Yellowstone, MT 59758 646-7056 (W), 580-0103 (C) rachaelburden@yahoo.com | 1/4/11 | 1/4/15 |
| Council Member John Costello PO Box 548 West Yellowstone, MT 59758 646-7844 (H), 640-1413 (C) jcostello@wyellowstone.com | 1/4/11 | 1/4/14 |
| Tom Cherhoniak 402 Madison Avenue West Yellowstone, MT 59758 646-7447 (H), 646-7631 (W) | 1/4/11 | 1/4/14 |
| Jessica McCrossin PO Box 2262 West Yellowstone, MT 59758 548-5213 (H), 548-5213 (C) mccrossinj@yahoo.com | 3/5/13 | 3/4/16 |

Revised March 2013, er



Received
7-14-15 AR

APPLICATION FOR BOARDS AND COMMITTEES

Name Jessie Wittmer Date 7-9-2015

Address PO Box 877 - 313 B Nez Perce Ave

City West Yellowstone State MT Zip 59758

Phone (Home): _____ (Work): (406) 640-7056 (Cell/Other): (406) 579-0302

E-Mail Address: jessiev0302@gmail.com

Are you a resident of West Yellowstone? Yes Length of residency in West Yellowstone: 4 years

Board or Committee you are applying for: Health Care Services Advisory Board

Occupation: Pharmacy Technician

Employer: Silvertip Pharmacy

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

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

Past Memberships and Associations: _____

Current Memberships and Associations: _____

List any relevant qualifications and/or related experience? Attach any additional information or a resumé, if you prefer:
working at the pharmacy in town, I have the opportunity to see how the medical services in town operate efficiently & not so efficiently.
hearing peoples complaints about medical services

What are your primary objectives for serving on this board?
Aiding The counsel & town w/ clinic decisions - new one / revising current contract. I think the clinic is important to the community but current one is not meeting needs. Interested in communication for change.

References (Individual or Organization):
Josh Morris Phone: (406) 431-1172
Rachael Bueden Phone: (406) 580-0103
Jerry Johnson Phone: (406) 640-7000
Signature: Jessie Wittmer Date: 7-9-2015

Please return this application to the Town Offices at 10 S Faithful, West Yellowstone, Montana. An interview may be required if deemed necessary. Thank you in advance for your interest.

Elizabeth Roos

From: Kyle Goltz <kgoltz@hotmail.com>
Sent: Wednesday, July 08, 2015 6:35 AM
To: Elizabeth Roos
Subject: RE: Healthcare Services Board

Liz,

I would be willing to be reappointed on the Healthcare Services Board again since the term ran out. If you need anything let me know.

Thanks,
Kyle

From: eroos@townofwestyellowstone.com
To: kgoltz@hotmail.com
Subject: Healthcare Services Board
Date: Tue, 7 Jul 2015 12:11:31 -0600

Hello Kyle,

The Town Council has expressed desire to revitalize the Healthcare Services Advisory Board. You were previously appointed to serve on this board but your term has expired. I am contacting you to find out if you are interested in being reappointed to the board. To refresh your memory, attached is a copy of Resolution No. 587, a resolution passed by the Town Council in 2010 revitalizing this board.

If you are interested in being reappointed, please respond to this email and let me know.

Thank You,

Elizabeth Roos, Town Clerk
Town of West Yellowstone
(406) 646-7795
www.townofwestyellowstone.com

Elizabeth Roos

From: 136tomy@gmail.com
Sent: Wednesday, July 08, 2015 9:20 PM
To: Elizabeth Roos
Subject: Re: Healthcare Services Advisory Board

Liz,
I absolutely would like to be reappointed.
If you need anything more from me let me know.
Tom Cherhoniak
Sent from Windows Mail

From: [Elizabeth Roos](#)
Sent: Tuesday, July 7, 2015 12:13 PM
To: 136tomy@gmail.com

Hello Tom,

The Town Council has expressed desire to revitalize the Healthcare Services Advisory Board. You were previously appointed to serve on this board but your term has expired. I am contacting you to find out if you are interested in being reappointed to the board. To refresh your memory, attached is a copy of Resolution No. 587, a resolution passed by the Town Council in 2010 revitalizing this board.

If you are interested in being reappointed, please respond to this email and let me know.

Thank You,

Elizabeth Roos, Town Clerk
Town of West Yellowstone
(406) 646-7795
www.townofwestyellowstone.com

Town of West Yellowstone-
West Yellowstone Chamber of Commerce

Lease of Public Property

THIS LEASE made this 4 day of December, 2003, by and between the TOWN OF WEST YELLOWSTONE, a Municipal Corporation duly chartered under the laws of the State of Montana, hereinafter referred to a "Lessor", and the WEST YELLOWSTONE CHAMBER OF COMMERCE, a Montana Not-For-Profit Corporation, hereinafter referred to as "Lessee";

RECITALS:

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

1. REAL ESTATE DESCRIPTION:

The property to be leased by the Lessee from the Lessor is more specifically described as within the following boundaries:

A parcel of land leased to the West Yellowstone Chamber of Commerce by the Town of West Yellowstone, Montana.

That portion of the Geyser Street right of way south of Obsidian Avenue extending to the Gallatin National Forest Boundary.

The above-described tract of land lies entirely within the Townsite of West Yellowstone, Gallatin County, Montana.

2. TERMS OF LEASE:

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

3. RENT:

The Lessee shall pay One Hundred (\$100.00) and no/100ths each year as rent, payable on or before January 31, 2004 and on or before December 31 of each year of the term of this Lease thereafter.

4. USE:

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

5. COMPLIANCE WITH PUBLIC AUTHORITIES:

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

6. INDEMNITY:

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

7. INSURANCE:

(1) Liability Insurance

Lessee shall hold Lessor free and harmless for all claims, damages, suits, demands or causes of action resulting from injuries to persons or property and arising therefrom or out of the use, occupancy, or condition of the demised property and leasehold improvements, and shall carry, maintain and deposit proof with the Lessor of public liability insurance in such form and with such companies as shall be reasonably satisfactory to Lessor, naming or insuring the Lessor, as Lessor's interest may appear, against liability for personal or property damages caused or occurring on the leased property or by Lessee, its agents, servants, employees or business invitees. Lessee shall furnish Lessor with certificates evidencing all of the foregoing insurance. The Lessee shall continue to maintain such public liability insurance while tenant remains in possession of the leased property in limits no less than \$1,500,000 per accident and \$750,000 per person.

(2) Fire and Extended Coverage Insurance

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

8. **LESSEE'S CONSTRUCTION:**

Lessee may engage in any construction, alteration, or additions to the demised property and make any agreement or contract therefore, but only after obtaining Lessor's approval as to design. Lessee may remove only such landscaping as is necessary to accommodate the footprint of the building. Consent for Lessee's construction shall not be unreasonably withheld by the Lessor.

9. **REPAIR AND MAINTENANCE:**

Lessee shall during the term of this Lease, at the Lessee's expense, keep the demised property in good repair, including the roof, structure, exterior, plumbing, wiring, fixtures, landscaping and ground maintenance, except that the Lessor shall be responsible for restroom cleaning and maintenance, including cleaning supplies and paper goods. Agreement on restroom cleaning and maintenance shall be subject to review and revision on December 31, 2008 and may be renewed for up to five years thereafter.

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

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

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

11. **UTILITIES:**

Lessee shall during the term of this Lease, at the Lessee's expense, cover the cost of all utility services to the property and leasehold improvements, including but not limited to electric, gas, sewer and water utilities.

12. **SIGNS ON PREMISES:**

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

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

13. **SCHEDULING:**

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

14. **LIENS:**

Lessee shall have the right to have a lien or liens placed on said property for the purpose of constructing the warming hut/restroom facility and other improvements thereon, provided, however, that the Lessee must, in advance, ensure that any person or entity extending credit, or providing labor or essential materials to the premises, agrees in writing that such lien shall extend to the structure and improvements thereon only, and not to the real estate of the Town of West Yellowstone.

15. **ASSESSMENTS AND TAXES:**

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

16. **RIGHTS ON DEFAULT:**

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

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

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

(3) Under the following circumstances:

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

A default on the part of the Lessee shall be deemed to exist under this Lease and this Lease may be terminated at the option of the Lessor in which event the

Lessee shall vacate the property and Lessor shall also have all remedies to which Lessor is entitled under applicable Montana Law.

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

17. **WAIVER:**

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

18. **SERVICE OF NOTICE:**

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

LESSEE

LESSOR

West Yellowstone Chamber of Commerce
Box 458
West Yellowstone MT 59758

Town of West Yellowstone
Box 1570
West Yellowstone MT 59758

19. **LESSOR-LESSEE RELATIONSHIP:**

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

20. **CONDITION OF PROPERTY:**

The Lessee agrees to accept the property in an "AS IS" condition.

21. **DESTRUCTION OF LEASEHOLD IMPROVEMENTS:**

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

22. TERMINATION AND CANCELLATION OF LEASE:

The Lessor may cancel the lease in the event that:

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

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

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

24. SUCCESSORS AND ASSIGNS:

This Lease shall be binding upon and inure to the benefit of the respective parties, their successors and assigns.

25. ALL AGREEMENTS CONTAINED HEREIN:

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

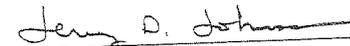
26. ATTORNEY'S FEES:

In the event any suit is brought by either party against the other under this Lease, the successful party shall be entitled to reasonable attorney's fee in such amount as may be fixed by the court having jurisdiction of such action.

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

LESSOR:

TOWN OF WEST YELLOWSTONE


Jerry Johnson, Mayor

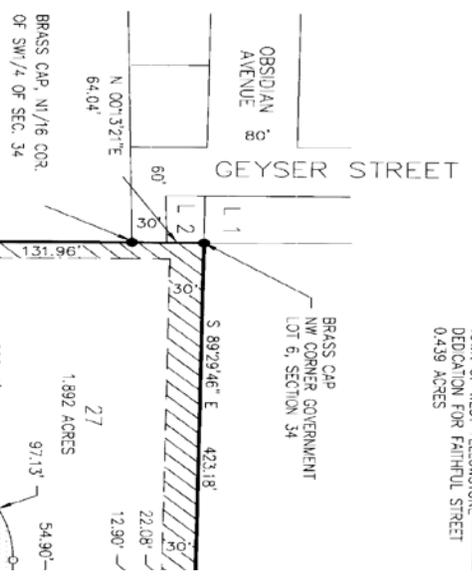
LESSEE

WEST YELLOWSTONE CHAMBER OF
COMMERCE


Marysue Costello, Executive Director



TOWN OF WEST YELLOWSTONE
 DEDICATION FOR FAITHFUL STREET
 0.439 ACRES



☺ CURVE DATA

* CURVE NO. 1
 $\Delta = 90^{\circ}00'00''$
 $R = 280.00'$
 $L = 439.82'$

* CURVE NO. 2,3,4
 $\Delta = 90^{\circ}00'00''$
 $R = 120.00'$
 $L = 188.50'$



JAL FOREST

