

Town of West Yellowstone

Tuesday, October 20, 2015

West Yellowstone Town Hall, 440 Yellowstone Avenue

Town Council Meeting

7:00 PM

Pledge of Allegiance

Purchase Orders

- #6731 to American Welding & Gas, sand spreader, \$7800 ∞

Treasurer's Report & Securities Report ∞

Claims ∞

Consent Agenda: **September 29, 2015 Town Council Meeting** ∞

Business License Applications

Advisory Board Report(s)

Operations Manager & Department Head Reports

- Police Officer Oath of Office, Sabrah Vanleeuwen ∞
- Engineering Report, Town Engineer Dick Dyer

Assignments Report

Comment Period

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

UNFINISHED BUSINESS

Town Engineering Agreement, The Dyer Group

Discussion/Action ∞

NEW BUSINESS

Marketing and Promotions Fund Award Recommendation, Wild Bill Productions, LLC

Discussion/Action ∞

Health Care Services Advisory Board Appointment, Norma Salinas

Discussion/Action ∞

Health Care Services Agreement, Lease Agreement Clarification

Discussion/Action ∞

Town Legal Services Contract-Kasting Kauffman & Mersen, P.C.

Discussion/Action ∞

Resort Tax Ordinance

Discussion ∞

Sewer Lagoon Lease & Appraisal

Discussion ∞

Correspondence/FYI

- Americorps Program ∞

Meeting Reminders

- Town Operations Manager Recruitment Schedule ∞



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.

P.O. BOX 1570

TOWN OF WEST YELLOWSTONE MONTANA

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

info@townofwestyellowstone.com

PURCHASE ORDER

Date *10-15-2015*

Ship Via *1000-430200-940 \$7800*

Order No. **006731**

Department *Public Services*

TO: *American Welding & Gas*

ADDRESS: *2320 No. 7th Ave.
Bozeman, MT 59715*

PLEASE FURNISH THE TOWN OF WEST YELLOWSTONE WITH:

Quantity	Description
<i>1</i>	<i>PV SS 2.0 yd</i>
<i>1</i>	<i>wire to truck</i>

Estimated Cost \$ *7949.⁰⁰*

Authorized By _____

Requested By: *[Signature]*

Picking Ticket

Customer Copy

SOLD BY AMERICAN WELDING & GAS, INC.
 2320 NORTH 7TH AVE UNIT B
 BOZEMAN MT 59715
 406-585-1488

610895560

Customer

Order

Order Date

Page

STATION TOWN OF WEST YELLOWSTONE
 300 YELLOWSTONE AVE
 WEST YELLOWSTONE MT 59758
 406-646-7795

Name	TOWN OF WEST YELLOWSTONE		Territory	000	Ship Via	WILL CALL -NONE-		Initials	MW	
P/O Number	SEE BELOW		Salesperson	105	Other Zone	00	UPS Zone	0	Order Type	CASH
Ref Number	406 640-9074		Branch	010	COL/PPD	PREPAID		Date/Time	15-OCT-15 03:33PM	
Phone	406-646-7795	Wanted Date	10/15/15	Status	Route			Username	mike.wineman	

QTY SHIP	UNIT	HM	DESCRIPTION & HAZARD CLASS	LINE NO	ITEM NUMBER	LOC	QTY ORDER	QTY BKORD	BIN LOC	WEIGHT	UNIT AMOUNT	EXTENDED AMOUNT
			***** CASH ORDER *****									
			Hardgood P/O: JAMES									
1	EA		SPRD MEY PV 2.0 HONDA SS W/REM	1	MEY 63795	10	1	0			7499.00	7499.00
1	EA		*INSTALL SPREADER	2	LBR SPECIAL	10	1	0			450.00	450.00
											Subtotal	7949.00
											Tax	.00
											Freight	.00
											Total Sale	7949.00
											Cash Rcvd	7949.00

1000-430200-940 *[Signature]*

Treasurer's Report 9/2015

10/14/15
14:06:46

TOWN OF WEST YELLOWSTONE
Cash Report
For the Accounting Period: 9/15

Page: 1 of 3
Report ID: L160

OK
Doc 10/15/15

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
1000 General Fund						
101000 CASH	49,298.08	1,551,493.76	3,236.34	1,374,975.65	227,281.17	1,771.36
101100 Investments - CD's	220,568.85	0.00	0.00	0.00	0.00	220,568.85
101300 Investments - Money Market Accou	823,927.10	567,540.02	0.00	1,022,000.00	0.00	369,467.12
101500 Investment-STIP	543,561.34	800,221.85	0.00	100,000.00	0.00	1,243,783.19
103000 Petty Cash	50.00	0.00	0.00	0.00	0.00	50.00
103100 Town Office	50.00	0.00	0.00	0.00	0.00	50.00
103200 Petty Cash/WY Police Dept	50.00	0.00	0.00	0.00	0.00	50.00
103400 Petty Cash-Recreation	150.00	0.00	0.00	0.00	0.00	150.00
Total Fund	1,637,655.37	2,919,255.63	3,236.34	2,496,975.65	227,281.17	1,835,890.52
2100 Local Option Taxation-Resort Tax						
101000 CASH	31,687.04	675,800.54	0.00	691,591.29	0.00	15,896.29
101300 Investments - Money Market Accou	250,000.28	28.33	0.00	50,000.00	0.00	200,028.61
101500 Investment-STIP	175,412.00	150,000.00	0.00	11,070.00	0.00	314,342.00
102200 Bond Reserve Cash Acct-10%	12,332.94	1.12	0.00	0.00	0.00	12,334.06
102215 STIP Investment-Rev Bond current	11,055.09	11,072.76	0.00	0.00	0.00	22,127.85
102225 STIP Reserve Acct Town Hall 10%	136,139.92	34.03	0.00	0.00	0.00	136,173.95
Total Fund	616,627.27	836,936.78		752,661.29		700,902.76
2101 Marketing & Promotions (MAP)						
101000 CASH	26,394.72	15,584.00	0.00	0.00	5,350.00	36,628.72
101300 Investments - Money Market Accou	27,017.35	3.06	0.00	0.00	0.00	27,020.41
101500 Investment-STIP	65,900.00	0.00	0.00	0.00	0.00	65,900.00
Total Fund	119,312.07	15,587.06			5,350.00	129,549.13
2102 TBID (Tourism Business Improvement District)						
101000 CASH	51,739.17	50,297.00	0.00	1,508.91	51,345.01	49,182.25
2111 Off Street Parking						
101000 CASH	3,021.54	0.28	0.00	0.00	0.00	3,021.82
101500 Investment-STIP	68,807.92	17.20	0.00	0.00	0.00	68,825.12
Total Fund	71,829.46	17.48				71,846.94
2210 Parks & Recreation						
101000 CASH	8,087.36	1,300.00	0.00	0.00	700.00	8,687.36
2211 Parks/Rec Donations - Teen Center						
101000 CASH	1,543.04	0.14	0.00	0.00	0.00	1,543.18
2212 Parks - Volleyball Court						
101000 CASH	3,883.82	0.35	0.00	0.00	0.00	3,884.17
2213 Community Garden						
101000 CASH	651.94	0.06	0.00	0.00	0.00	652.00
2214 Smoking Waters Day Camp -scholarships						
101000 CASH	2,360.96	0.21	0.00	0.00	0.00	2,361.17
2220 Library						
101000 CASH	36,735.12	10,535.66	0.00	0.00	12,304.35	34,966.43
102130 Donations for Extension Svcs Lib	1,480.49	0.13	0.00	0.00	0.00	1,480.62
103000 Petty Cash	50.00	0.00	0.00	0.00	0.00	50.00
Total Fund	38,265.61	10,535.79			12,304.35	36,497.05
2240 Cemetery						
101000 CASH	4,155.04	10.38	0.00	0.00	8.54	4,156.88
101500 Investment-STIP	7,231.15	0.00	0.00	0.00	0.00	7,231.15
Total Fund	11,386.19	10.38			8.54	11,388.03

TOWN OF WEST YELLOWSTONE
Cash Report
For the Accounting Period: 9/15

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
2390 Drug Forfeiture						
101000 CASH	-852.86	10,695.00	0.00	0.00	0.00	9,842.14
101500 Investment-STIP	26,458.85	0.00	0.00	10,000.00	0.00	16,458.85
Total Fund	25,605.99	10,695.00		10,000.00		26,300.99
2392 CDBG-Local Source						
101000 CASH	-9,142.57	30,176.19	0.00	0.00	8,000.00	13,033.62
101500 Investment-STIP	68,822.72	0.00	0.00	30,000.00	0.00	38,822.72
Total Fund	59,680.15	30,176.19		30,000.00	8,000.00	51,856.34
2701 Cemetery Perpetual Care (7050)						
101000 CASH	2,067.48	0.19	0.00	0.00	0.00	2,067.67
101500 Investment-STIP	35,962.75	8.99	0.00	0.00	0.00	35,971.74
Total Fund	38,030.23	9.18				38,039.41
2820 Gas Tax Apportionment						
101000 CASH	14,180.72	112,983.27	0.00	0.00	15,042.00	112,121.99
101300 Investments - Money Market Accou	10,037.16	1.14	0.00	0.00	0.00	10,038.30
101500 Investment-STIP	65,074.25	16.27	0.00	0.00	0.00	65,090.52
Total Fund	89,292.13	113,000.68			15,042.00	187,250.81
2850 911 Emergency						
101000 CASH	-12,006.19	0.00	0.00	0.00	1,703.39	-13,709.58
101300 Investments - Money Market Accou	20,000.00	2.27	0.00	0.00	0.00	20,002.27
101500 Investment-STIP	0.84	0.00	0.00	0.00	0.00	0.84
Total Fund	7,994.65	2.27			1,703.39	6,293.53
2917 Crime Victims Assistance						
101000 CASH	7,408.62	0.00	0.00	0.00	0.00	7,408.62
3050 GO Bond						
101000 CASH	44,645.55	1,001.39	0.00	25,000.00	0.00	20,646.94
101300 Investments - Money Market Accou	118,618.62	25,013.44	0.00	0.00	0.00	143,632.06
101500 Investment-STIP	27,778.02	6.94	0.00	0.00	0.00	27,784.96
Total Fund	191,042.19	26,021.77		25,000.00		192,063.96
4000 Capital Projects/Equipment						
101000 CASH	47,907.26	10,002.49	0.00	17,000.00	13,557.10	27,352.65
101300 Investments - Money Market Accou	0.00	17,000.00	0.00	0.00	0.00	17,000.00
101500 Investment-STIP	88,228.13	22.06	0.00	0.00	0.00	88,250.19
Total Fund	136,135.39	27,024.55		17,000.00	13,557.10	132,602.84
4060 Public Works Equipment Replacement						
101000 CASH	1,255.75	0.00	0.00	0.00	0.00	1,255.75
101500 Investment-STIP	238.28	0.06	0.00	0.00	0.00	238.34
Total Fund	1,494.03	0.06				1,494.09
4070 Parkway Construction/Mtn						
101300 Investments - Money Market Accou	2,764.35	0.31	0.00	0.00	0.00	2,764.66
101500 Investment-STIP	4,062.58	1.02	0.00	0.00	0.00	4,063.60
Total Fund	6,826.93	1.33				6,828.26
4075 Street Construction /Maintenance						
101000 CASH	50,011.24	0.91	0.00	40,000.00	0.00	10,012.15
101300 Investments - Money Market Accou	0.00	40,000.00	0.00	0.00	0.00	40,000.00
101500 Investment-STIP	371,525.10	92.88	0.00	0.00	0.00	371,617.98
Total Fund	421,536.34	40,093.79		40,000.00		421,630.13
5210 Water Operating Fund						

TOWN OF WEST YELLOWSTONE
Cash Report
For the Accounting Period: 9/15

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
101000 CASH	38,068.83	27,702.80	0.00	20,000.00	13,129.34	32,642.29
101300 Investments - Money Market Accou	10,037.16	20,001.14	0.00	0.00	0.00	30,038.30
101500 Investment-STIP	182,385.65	45.60	0.00	0.00	0.00	182,431.25
102245 Replacement & Depreciation Ent.	148,860.72	37.22	0.00	0.00	0.00	148,897.94
Total Fund	379,352.36	47,786.76		20,000.00	13,129.34	394,009.78
5220 Water Replacement Depreciation Fund						
101000 CASH	1,077.00	0.00	0.00	0.00	0.00	1,077.00
101500 Investment-STIP	282,112.22	70.53	0.00	0.00	0.00	282,182.75
Total Fund	283,189.22	70.53				283,259.75
5310 Sewer Operating Fund						
101000 CASH	123,746.77	37,131.38	1,254.45	100,000.00	13,889.72	48,242.88
101300 Investments - Money Market Accou	64,146.99	100,007.27	0.00	0.00	0.00	164,154.26
101500 Investment-STIP	416,427.76	104.11	0.00	0.00	0.00	416,531.87
101510 Mad Add Construction-STIP	60,551.23	15.14	0.00	0.00	0.00	60,566.37
102245 Replacement & Depreciation Ent.	130,058.80	32.52	0.00	0.00	0.00	130,091.32
Total Fund	794,931.55	137,290.42	1,254.45	100,000.00	13,889.72	819,586.70
5320 Sewer Replacement Depreciation Fund						
101000 CASH	37,322.00	0.00	0.00	0.00	0.00	37,322.00
101500 Investment-STIP	305,495.55	76.37	0.00	0.00	0.00	305,571.92
Total Fund	342,817.55	76.37				342,893.92
7010 Social Services/Help Fund						
101000 CASH	23,785.95	10.33	0.00	20,000.00	123.77	3,672.51
101300 Investments - Money Market Accou	0.00	20,000.00	0.00	0.00	0.00	20,000.00
Total Fund	23,785.95	20,010.33		20,000.00	123.77	23,672.51
7195 Court Collections Trust Acct						
101000 CASH	11,801.49	0.00	0.00	0.00	0.00	11,801.49
7458 Court Surcharge HB176						
101000 CASH	575.00	0.00	0.00	0.00	260.00	315.00
7467 MT Law Enforcement Academy (MLEA)						
101000 CASH	575.00	0.00	0.00	0.00	260.00	315.00
7469 City Court - Judge Brandis						
101000 CASH	9,699.00	7,397.01	0.00	10.00	2,030.00	15,056.01
7699 Victims Assistance Program						
101000 CASH	343.00	0.00	0.00	0.00	49.00	294.00
7910 Payroll Fund						
101000 CASH	13,000.74	0.00	149,841.07	149,529.44	0.00	13,312.37
7930 Claims Fund						
101000 CASH	14,684.27	0.00	210,701.53	219,902.26	0.00	5,483.54
Totals	5,423,144.04	4,293,597.12	365,033.39	3,882,587.55	365,033.39	5,834,153.61

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



Agreement Number: 60722900
 Tax ID Number: 81-0299400
 Expiration Date: 5/31/2016

REPURCHASE CONFIRMATION

Treasurer's Office
 Town of West Yellowstone
 P O Box 1570
 West Yellowstone MT 59758

Trade Date: 10/14/2015
 Settlement Date: 10/14/2015
 Maturity Date: 10/15/2015

Repurchase Rate: The Federal Fund rate as posted by the Federal Reserve Bank of New York, adjusted weekly.

Current Balance: \$603,331.52

Repurchase Maximum Balance: \$750,000.00

Current Rate: 0.130%

SECURITY DESCRIPTION

Security	CUSIP	Rate	Maturity	Par	Market Value
Madison County MT K-12 SD	55734RAZ0	2.000%	7/1/2017	\$375,000	\$385,444
Gallatin County MT SD #44	36370NCF0	2.000%	6/1/2017	\$500,000	\$514,623
				\$875,000	Total: \$900,067

Fractional Interest in Security* : **67.03%**

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

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

* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	09/20/15	640-1755, Police		31.97		POLICE	1000 420110	345	101000
	09/20/15	640-1756, Police		31.97		POLICE	1000 420110	345	101000
	09/20/15	640-1757, Police		31.97		POLICE	1000 420110	345	101000
	09/20/15	640-1758, Police		61.97		POLICE	1000 420110	345	101000
	09/20/15	640-1759, Police		31.97		POLICE	1000 420110	345	101000
	09/20/15	640-7547, Facilities Tech		31.97		PARKS	1000 460430	345	101000
	09/20/15	640-9074, PSS, SP		61.97		BLDINS	5310 430600	345	101000
	09/20/15	COP laptop		46.21		POLICE	1000 420110	345	101000
	09/20/15	Officer laptop		40.35		POLICE	1000 420110	345	101000
41350		95 Energy West-Montana		926.72					
	09/28/15	nat gas - 62211 - updh		245.29		UPDH	1000 411252	344	101000
	09/28/15	nat gas - 62017 - police sta.		21.56		POLICE	1000 411258	344	101000
	09/28/15	nat gas - 12204-pub.svcs		25.12		STREET	1000 430200	344	101000
	09/28/15	nat gas - 62214- old firehall		28.67		PARK	1000 460430	344	101000
	09/28/15	nat gas - 01603 - old bld insp		31.06		STREET	1000 430200	344	101000
	09/28/15	nat gas - 61962 - library		41.73		LIBRAR	1000 411259	344	101000
	09/28/15	nat gas - 07154 - Povah Ctr.		196.54		POVAH	1000 411255	344	101000
	09/28/15	nat gas - 62207 - pub svcs		83.25		PUBSVC	1000 430200	344	101000
	09/28/15	nat gas -17279 -Town Hall		228.38		TWNHAL	1000 411250	344	101000
	09/28/15	nat gas -17569-Sewer Lift		25.12		SEWER	5310 430600	344	101000
41351		2558 Hebgen Basin Fire District		49,076.00					
	10/15/15	October 2015		49,076.00		FIRE	1000 420400	357	101000
41353		2789 WEX Bank		2,780.00					
	10/01/15	07 Ford Expedition 6-54563A		101.48		SS	1000 450135	231	101000
	10/01/15	06 Dodge Durango 6-1374		168.85		POLICE	1000 430200	231	101000
	10/01/15	10 Ford Crown Vic 6-34157A		0.00		POLICE	1000 420100	231	101000
	10/01/15	08 Ford Crown Vic 6-1437		77.18		POLICE	1000 420100	231	101000
	10/01/15	10 Ford Expedition 6-000046		263.24		POLICE	1000 420100	231	101000
	10/01/15	11 Ford Expedition 6-21425A		203.44		POLICE	1000 420100	231	101000
	10/01/15	10 JD Backhoe		173.88		STREET	1000 430200	231	101000
	10/01/15	78 Chevy Dumptruck		0.00		STREET	1000 430200	231	101000
	10/01/15	78 Autocar Dumptruck		0.00		STREET	1000 430200	231	101000
	10/01/15	85 Ford Dumptruck		0.00		STREET	1000 430200	231	101000
	10/01/15	140 G Grader		127.02		STREET	1000 430200	231	101000
	10/01/15	CAT 936 Loader		0.00		STREET	1000 430200	231	101000
	10/01/15	91 Ford 6-582		176.75		STREET	1000 430200	231	101000
	10/01/15	95 Mobile Sweeper		0.00		STREET	1000 430200	231	101000
	10/01/15	97 Athey Sweeper		46.04		STREET	1000 430200	231	101000
	10/01/15	14 Water Truck		129.23		STREET	1000 430200	231	101000
	10/01/15	00 Freightliner Dump 6-60700A		426.04		STREET	1000 430200	231	101000
	10/01/15	Snowmobile		0.00		STREET	1000 420100	231	101000
	10/01/15	02 Freightliner Dump 6-54564A		0.00		STREET	1000 430200	231	101000
	10/01/15	08 Ford Pickup 6-1450		383.82		STREET	1000 430200	231	101000
	10/01/15	08 GMC Pickup 6-1484		324.23		STREET	1000 430200	231	101000

10/16/15
16:24:32

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 10/15

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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
	10/01/15	08 CAT 938H Loader		0.00		STREET	1000 430200	231	101000
	10/01/15	08 904B MiniLoader		0.00		STREET	1000 430200	231	101000
	10/01/15	93 Dodge 6-2010		17.11		STREET	1000 430200	231	101000
	10/01/15	YNP Truck #2		0.00		STREET	1000 430200	231	101000
	10/01/15	08 Ford Escape (multi-use)		32.77		FINADM	1000 430200	231	101000
	10/01/15	14 Police Interceptor		128.92		POLICE	1000 420100	231	101000
41391			1743 DiJulio Displays, Inc.	617.37					
	7885	10/06/15 500 LED Lamps		617.37		PARKS	1000 460430	220	101000
41392			1817 Depatco, Inc.	852.50					
	15636	10/02/15 roadbase		852.50		GASTAX	2820 430200	451	101000
41393			1089 Gallatin County Treasurer	867.00					
	Sept 2015	10/14/15 Tech surcharge		245.00		COURT	7458 212200		101000
	Sept 2015	10/14/15 MLEA		225.00		COURT	7467 212200		101000
	Sept 2015	10/14/15 Victims Assistance		147.00		COURT	7699 212200		101000
	Sept 2015	10/14/15 Public Defender		250.00		COURT	7468 212200		101000
41394			162 House of Clean	762.30					
	147186	08/25/15 supplies		328.55		PARKS	1000 460430	220	101000
	147291	08/28/15 supplies		433.75		PARKS	1000 460430	220	101000
41395			2907 Prothman Company	4,174.32					
	2015-5009	09/22/15 reimbursable expenses, OM s		4,174.32		ADMIN	1000 410210	356	101000
41396			2099 Quick Print of West Yellowstone	569.07					
	7533	09/24/15 labelmaker+ supplies		25.97		STREET	1000 430200	220	101000
	7494	09/04/15 supplies		25.72		BLDINS	1000 420531	212	101000
	7552	09/28/15 Study Commission mailing		517.38		STUDY	1000 411870	220	101000
41397			764 General Distributing Co.	42.30					
	371488	09/30/15 compressed O2		42.30		STREET	1000 430200	220	101000
41398			1311 Teton Communications	155.00					
	128540	09/22/15 police mic replacement		155.00		POLICE	1000 420100	362	101000
41399			2264 MORNING GLORY COFFEE & TEA	37.50					
	139701	09/26/15 supplies		37.50		DISPAT	1000 420160	220	101000
41400			2823 STAPLES Credit Plan	285.40					
	09/11/15	supplies		234.25		FINADM	1000 410510	220	101000
	09/11/15	supplies		19.40		JAIL	1000 420230	220	101000
	09/11/15	supplies		31.75		DISPAT	1000 420160	220	101000

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Claim	Vendor #/Name/ Check Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
41401	135 Food Roundup	66.36					
	10/01/15 supplies	8.78		LEGIS	1000 410100	220	101000
	10/01/15 supplies	48.60		JAIL	1000 420230	220	101000
	10/01/15 supplies	8.98		PARKS	1000 460430	220	101000
41402	2900 Joel Peterson Appraisal, Inc.	2,500.00					
	4415 10/07/15 appraisal, sewer lagoon	2,500.00		SEWER	5310 430600	398	101000
41403	2201 Grizzly Internet, Inc.	80.00					
	20151005-1 10/05/15 labor/repair to computer	80.00		LIB	2220 460100	398	101000
41404	497 MT Dept Environmental Quality	1,120.00					
	5I1600585 10/02/15 community connect fee	1,120.00		WATER	5210 430500	335	101000
41405	2740 Fly Fisherman	22.00					
	10/15/15 renew subscription	22.00		LIB	2220 460100	215	101000
41406	1454 Bozeman Chronicle/Big Sky	395.97					
	1347262 09/30/15 display ads, paving	135.97		ADMIN	1000 410210	327	101000
	09/30/15 weekly events ads June-Sept	260.00*		LIB	2220 460100	331	101000
41407	29 Terrell's Office Machines Inc	330.03					
	308293 10/01/15 overage 10/1/14-9/30/15	281.39		SOCSE	1000 450135	357	101000
	308322 10/01/15 overage 9/1/15-9/30/15	48.64		LIB	2220 460100	398	101000
41408	40 Jerry's Enterprises	129.97					
	090715/01 09/28/15 fuel-Help Fund voucher	30.00		HELP	7010 450135	220	101000
	09/28/15 supplies	29.99		REC	1000 460440	220	101000
	09/28/15 supplies	69.98		TWNHAL	1000 411250	357	101000
41409	1864 Loomis Family Limited	23.01					
	092115/01 09/21/15 help fund voucher, fuel	23.01		HELP	7010 450135	231	101000
41410	533 Market Place	22.80					
	09/30/15 supplies	22.80		HELP	7010 450135	220	101000
41411	2507 Silvertip Pharmacy	84.29					
	082115/01 08/21/15 Rx	25.00		HELP	7010 450135	351	101000
	093015/01 09/30/15 Rx	16.51		HELP	7010 450135	351	101000
	090915/01 09/09/15 Rx	42.78		HELP	7010 450135	351	101000

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41412	811 Zee Medical Service	173.10					
	161606083 10/06/15 medical supplies	139.26		STREET	1000 430200	220	101000
	161606084 10/06/15 medical supplies	33.84		DISPAT	1000 420230	351	101000
41413	951 Barnes & Noble	350.02					
	3103862 09/21/15 books	215.86		LIB	2220 460100	215	101000
	3103874 09/21/15 books	134.16		LIB	2220 460100	215	101000
41414	2808 Parker's Sand & Gravel, Inc.	630.00					
	19553 09/29/15 road base	210.00		GASTAX	2820 430200	451	101000
	19559 09/29/15 road base	420.00		GASTAX	2820 430200	451	101000
41415	151 Gallatin County WY TS/Compost	857.70					
	09/30/15 transfer station charges	857.70		PARKS	1000 460430	534	101000
41416	2551 Thyssenkrupp Elevator Corp	388.27					
	3002092158 10/01/15 elevator maint, Povah Cent	388.27		POVAH7	1000 411255	350	101000
7							
41417	2782 BioLynceus Biological Solutions,	4,775.33					
	5880 09/28/15 ProBiotic scrubber, 2 drums	4,775.33		SEWER	5310 430640	459	101000
41418	1417 DYER GROUP, LLC	3,495.00					
	15064 10/05/15 asphalt seal street project	3,495.00		GASTAX	2820 430200	367	101000
41419	2921 Morgan Pavement	179,689.95					
	J003307 09/25/15 asphalt slurry seal paving 20	181,505.00		GASTAX	2820 430200	367	101000
	J003307 09/25/15 1% MT Contractors Tax	-1,815.05		GASTAX	2820 430200	367	101000
41420	277 DEPARTMENT OF REVENUE	1,815.05					
	09/25/15 asphalt slurry seal paving 201	1,815.05		GASTAX	2820 430200	367	101000
41421	725 Swan Cleaners	86.00					
	1848 10/01/15 wash & fold	86.00		JAIL	1000 420230	390	101000
41422	375 Black Mountain	231.00					
	20316 10/01/15 annual maint, payroll program	231.00		FINADM	1000 410510	356	101000
41423	2626 T & E, The Rental Store	1,146.80					
	09/29/15 parts	1,146.80		STREET	1000 430200	220	101000
42CS0419432							

* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
41424	2421 NAPA Auto Parts	1,951.07							
09/30/15	supplies	1,951.07		STREET	1000 430200	220		101000	
41425	2751 Gallatin County Justice Court	535.00							
10/02/15	bond pass thru-Steve Phillips	535.00		COURT	7469 213000			101000	
41426	2894 Brannon & Brannon Psychological	800.00							
09/28/15	officer evaluations	800.00		POLICE	1000 420100	357		101000	
41427	1770 Melanie Gospodarek	109.25							
10/08/15	reimb mileage-MLCT conf	109.25		FINADM	1000 410510	370		101000	
41428	2537 Balco Uniform Co., Inc.	407.00							
41346	09/30/15 uniform, M. Lovingier	407.00		POLICE	1000 420100	226		101000	
41429	73 Westmart Building Center	2,404.56							
09/27/15	supplies	78.61*		STREET	1000 430200	366		101000	
09/27/15	supplies	510.06		STREET	1000 430200	220		101000	
09/27/15	supplies	39.88		WATER	5210 430500	220		101000	
09/27/15	supplies	40.34		UPDL	1000 411252	220		101000	
09/27/15	supplies	85.07		LIB	2220 460100	220		101000	
09/27/15	supplies	834.51		TWNHAL	1000 411250	366		101000	
09/27/15	supplies	62.59		POVAH	1000 411255	220		101000	
09/27/15	supplies	477.44		PARKS	1000 460430	365		101000	
09/27/15	supplies	236.94		CEM	2240 430900	220		101000	
09/27/15	supplies	15.42		SOCSEK	1000 450135	220		101000	
09/27/15	supplies	23.70		CHAMB	1000 411257	220		101000	
41430	73 Westmart Building Center	135.40							
08/27/15	supplies-scout bench project	135.40		LIB	2220 460100	220		101000	
41431	999999 JODI RASKER	350.00							
09/26/15	refund UPDL deposit	350.00		UPDL	2210 214000			101000	
41432	999999 CHRISTINA MCLURE	350.00							
09/28/15	refund UPDL deposit	350.00		UPDL	2210 214000			101000	
41433	2916 Pioneer Equipment & Supply Co.	403.19							
119859	09/24/15 2 drag shoes	403.19		STREET	1000 430200	220		101000	
41434	2654 Community Health Partners	26.00							
09/24/15	drug test	26.00		ADMIN	1000 410210	351		101000	

* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
41435	20016	09/16/15	2855 Basic Computer Troubleshooting & IT support	105.00 105.00		FINADM 1000 410510	356	101000
41436	249462	09/21/15	2660 Pro Force Law Enforcement 6 Tasers + accessories	7,360.05 7,360.05		POLICE 1000 420100	212	101000
41437	10/09/15	2015	2922 Woody Smith Ford, Inc. Ford F-350, flat + plow	40,297.00 40,297.00		PARKS 1000 460430	940	101000
41438	10/14/15		2713 Bruce McPherson fertilizer spreader	150.00 150.00		PARKS 1000 460430	220	101000
41439	10/13/15		999999 VERONICA CRONIN refund UPDL deposit	350.00 350.00		UPDL 2210 214000		101000
41440	10/09/15		999999 SARAH SULLIVAN refund Povah deposit	350.00 350.00		POVAH 2210 214001		101000
41441	10/14/15		999999 MICHAEL SCOTT EAVES restitution	679.00 679.00		COURT 7469 212401		101000
41442	10/14/15		2658 Delfino Salinas interpretor services	30.00 30.00		COURT 1000 410360	394	101000
41443	09/30/15		64 Bozeman Deaconess Hosp assault exam	579.14 579.14		POLICE 1000 420100	220	101000
41444	09/10/15		2673 First Bankcard HomeDepot.com, molding	800.68 91.11		POVAH 1000 411255	366	101000
	09/14/15		Paretologic, antivirus softwar	59.94		STREET 1000 430200	220	101000
	09/15/15		Send It Home, H2O samples	30.32		WATER 5210 430500	311	101000
	09/22/15		Signs & Designs, decals	610.00		STREET 1000 430200	220	101000
	09/29/15		interest	9.31		STREET 1000 430200	870	101000
41445	09/16/15		2673 First Bankcard USPS, postage	421.14 10.14		LEGIS 1000 410100	311	101000
	09/16/15		Hotwire, room MLCT	93.68		FINADM 1000 410510	370	101000
	09/22/15		APT-USC, membership Gospodarek	145.00		FINADM 1000 410510	335	101000
	09/23/15		Amazon, drop box	103.08		FINADM 1000 410510	212	101000
	09/28/15		USPS, postage RT audit ltrs	69.24		RT 2100 410540	220	101000

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41446	2291 American Express	3,356.75					
	09/08/15 USPS, postage	2.94		POLICE	1000 420110	311	101000
	09/08/15 Buffalo Bar, WS supplies	102.62		LEGIS	1000 410100	220	101000
	09/10/15 MedReturn, Rx dispose box	695.00		DRUGS	2390 420142	220	101000
	09/11/15 Crowne Plaza Billings, Martin	181.62		DISPAT	1000 420160	370	101000
	09/11/15 Crowne Plaza Billings, Righten	181.62		DISPAT	1000 420160	370	101000
	09/15/15 MTAPCO.org	450.00		DISPAT	1000 420160	335	101000
	09/24/15 MegaDisc	72.99		DISPAT	1000 420160	220	101000
	10/01/15 Fairfield Inn, Helena, Parker	192.46		COURT	1000 410360	370	101000
	10/01/15 Fairfield Inn, Helena, Brandis	288.69		COURT	1000 410360	370	101000
	10/01/15 Logitech, camera	947.86		TWNHAL	1000 411250	357	101000
	10/06/15 Newegg.com, Chrome device	38.98		TWNHAL	1000 411250	357	101000
	10/06/15 Amazon, microphone	111.98		TWNHAL	1000 411250	357	101000
	10/08/15 Norton, antivirus	89.99		REC	1000 460440	216	101000
41447	2778 American Welding & Gas, Inc.	8,022.17					
	2780930-00 10/08/15 Co2 cylinders	73.17		STREET	1000 430200	220	101000
	2794026-00 10/15/15 new sander/spreader	7,949.00*		STREET	1000 430200	940	101000
41448	1531 Saurey Construction, Inc.	46,200.00					
	1534 09/25/15 light pole bases	1,650.00		CAP	4000 460439	936	101000
	1534 09/25/15 ice rink cement pad	44,250.00		CAP	4000 460439	936	101000
	1534 09/25/15 bolts	300.00		CAP	4000 460439	936	101000
41449	60 Westgate Station	20.04					
	101315/01 10/13/15 fuel, help voucher	20.04		HELP	7010 450135	231	101000
	# of Claims 71	Total: 427,832.03					

Fund/Account	Amount
1000 General Fund	
101000 CASH	\$131,881.86
2100 Local Option Taxation-Resort Tax	
101000 CASH	\$69.24
2102 TBID (Tourism Business Improvement	
101000 CASH	\$48,788.09
2210 Parks & Recreation	
101000 CASH	\$1,400.00
2220 Library	
101000 CASH	\$1,043.10
2240 Cemetery	
101000 CASH	\$236.94
2390 Drug Forfeiture	
101000 CASH	\$695.00
2820 Gas Tax Apportionment	
101000 CASH	\$186,482.50
4000 Capital Projects/Equipment	
101000 CASH	\$46,200.00
5210 Water Operating Fund	
101000 CASH	\$1,326.88
5310 Sewer Operating Fund	
101000 CASH	\$7,447.28
7010 Social Services/Help Fund	
101000 CASH	\$180.14
7458 Court Surcharge HB176	
101000 CASH	\$245.00
7467 MT Law Enforcement Academy (MLEA)	
101000 CASH	\$225.00
7468 Public Defender Fee	
101000 CASH	\$250.00
7469 City Court - Judge Brandis	
101000 CASH	\$1,214.00
7699 Victims Assistance Program	
101000 CASH	\$147.00
Total:	\$427,832.03

WEST YELLOWSTONE TOWN COUNCIL
Town Council Work Session & Council Meeting
September 29, 2015

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

OTHERS PRESENT: Finance Director Lanie Gospodarek, Public Services Superintendent James Patterson, Jeremy Weber-Editor, West Yellowstone News

Ramona Stubblefield, Bill Hanson-Think One, Julie Cerenzia-Open Window Consulting, Head Dispatcher Brenda Martin, HRDC Representatives Tracy Menez and Austin Rector, SJ Sheppard, Officer Anthony Kearney, Tom Cherhoniak, WY Chamber of Commerce Executive Director, Norma Salinas, Patti Hostetter, David Magistrelli-Habitat for Humanity, Arnie Siegel, Pierre Martineau, Brian Watson, Helene Rightenour, Julie Hannaford, Sandi Pepler, Tara Ross, Officer Neil Courtis, Matthew Lovingier, Boy Scout Troop #683, Randy Wakefield, Deputy Sheriff Matt Stubblefield

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

WORK SESSION

Mayor Schmier calls the meeting to order and explains that this meeting was scheduled to present a housing plan that has been put together by Kirsten Goldstein, an Americorps VISTA that has been working with a team to prepare a Preliminary Architectural Report (PAR) through a grant from the Montana Department of Commerce CDBG (Community Development Block Grant). The \$30,000 grant was awarded to the Town and was matched by the Town at \$10,000. Goldstein distributes a copy of the PAR and explains that they addressed three primary housing issues including a lack of affordable housing, the condition of available rental housing, and Julie Cerenzia of Open Window Consulting presents the results of a six week study they did on housing issues in West Yellowstone. She describes three segments of housing: single family homes, rental housing, and vacation homes/second homes. She also describes points of consideration including year-round housing availability, commuter workers, and peak season demand. She explains that housing preferences in the area are not well defined and the fact that the summer season is so short is a considerable obstacle. She does suggest that just increasing the number of housing units would relieve the lack of supply in all the housing segments.

Bill Hanson of ThinkOne presents the Preliminary Architectural Report that has been prepared by his firm. He explains that they were tasked with working with the design committee to determine where the greatest housing need is and how to target that need. He says that they came to the conclusion that the greatest need in the community is year-round housing for core residents such as young professionals and young families. He says that they did identify a large parcel that is on the market that could be developed to provide 24 multi-family units, 2-bedroom units of approximately 1500 square feet, utilizing a community land trust model. They estimate that the total cost of such a development would be \$7.8 million to build all 24 units and the cost per unit would be about \$280,000.

Goldstein addresses the Council and presents multiple strategies to address housing issues including increasing and preserving the supply of affordable housing. She describes a community land trust model which essentially removes the cost of the land from the purchase price and is held in a trust. She explains that the land is leased to the homeowner on a 99-year lease, which is renewed every time the home sells. She says that there are multiple models for a community land trust which are designed to keep the units affordable and prohibit turning them into vacation homes. Tracy Menez of the Human Resource Development Council (HRDC) explains that they do anticipate a shortfall or "philanthropic gap" of approximately \$850,000 on the entire project. Goldstein emphasizes that their primary plan is to build those 24 housing units over the next three years. The Town would be asked to participate through reduced infrastructure and permitting costs. The Council asks various questions about the estimated costs to develop the parcel, implementation, and how to ensure that the units would actually sell. Other recommended action items of the plan include increasing assistance and education to partners and potential homebuyers, build rental housing, repair existing affordable homes,

housing assistance programs, review of current land use regulations, creation of affordable housing in the soon-to-be purchased 80 acres, consideration of a Tax Increment Finance (TIF) district to encourage investment, work toward legislative approval for an additional 1% increase in resort tax to fund affordable housing, housing condition study, a blight ordinance, and measure progress and update the housing plan as market conditions change.

Johnson asks what is the next step in this process. Menez explains that they will continue to talk to the landowners and believe they are close to negotiating a MOU which will allow them to seek funding and recruit potential homebuyers. She says they are very encouraged by the seller who is patient and willing to work with HRDC through this very complicated process. Mayor Schmier says he is very excited about this proposal and is encouraged to see all these entities working together. Arnie Siegel says that he has observed the change in the economy in West Yellowstone and believes that addressing the housing problems will make a significant difference in the future. He suggests that when the 80 acres is acquired, much more than 10% of the property should be set aside for housing. Goldstein briefly describes the timeline for the final adoption of the needs assessment and plan.

ACTION TAKEN

- 1) Motion carried to approve Purchase Order #6672 to purchase six new Tasers for the Police Department from Proforce Law Enforcement for \$7360.05. (Johnson, Costello)
- 2) Motion carried to approve the claims, which total \$64,922.81. (Forsythe, Johnson)
Johnson abstains from #41379. Forsythe abstains from #41356.
- 3) Motion carried to approve the Consent Agenda, which includes the minutes of the September 15, 2015 Town Council Meeting. (Johnson, Costello)
- 4) Motion carried to table the Town Engineering Agreement. (Costello, Johnson)
- 5) Motion carried to approve the Library Services Contract with Gallatin County for FY 2016. (Forsythe, Costello)

Public Comment Period

Brian Watson of the Alpine Motel addresses the Council and requests the consideration of an ordinance that prohibits the flying of drones in the city limits. He describes problems he is having with his neighbor that flies his unit over his private property and the street. The drone has a camera on it and it is a nuisance and problem.

Council Comments

No comments are received.

DISCUSSION

- A) **Operations Manager/Department Head Reports:** Acting Operations Manager and Mayor Brad Schmier reports that Community Health Partners has verbally agreed to extend the services agreement and lease through 2016. The Health Services Advisory board is working on the RFP, meeting tomorrow. He reports that they have received the draft Purchase agreement for the US Forest Service 80 acres and the attachments. It has been reviewed by the Town Attorney and Town Engineer, who expressed minor concerns but they are working through that process. They are still waiting on the results of the appraisal of the sewer lagoon. Schmier announces that Matthew Lovingier and Sabrah VanLeeuwen have successfully completed the recruitment process for police patrol officer and Lovingier will be sworn in this evening. VanLeeuwen is going to transfer from dispatch to the police department in October. He also mentions that it is Homecoming Week next week and asks the Council to volunteer to assist the police department with tossing footballs during the parade as he will be out of town. Mayor

Schmier then swears in Matthew Lovingier as a Police Patrol Officer for the Town of West Yellowstone.

Public Services Superintendent James Patterson reports that the Planning Board met last week and discussed how to proceed with amending and updating the subdivision regulations. He says that they discussed an ordinance that would stipulate how lots may be subdivided. He also reports that Kirk of Dick Anderson Construction has proposed to install two thermostatic fans in the attic of this building to control the temperature for a cost of \$3400. He says that architect Dale Nelson is not accepting any responsibility for the problem and Dick Anderson Construction has already invested over \$20,000 in the problem, so the assumption at this point is that this would be at the Town's expense. The Council asks various questions about the roof and why this solution did not come forward until now. Patterson says that he and Schmier have already given permission to go ahead and install the fans. Schmier says that he thinks that if they take their recommendation then they will be able to fall back on that if it does not work, but Nelson assured them at the meeting that this will work. Patterson also reports that Morgan Pavement has finished the paving for this season and has offered to enter into an agreement to finish the rest of the Town at the same unit price next year. He also reports that the concrete for the ice rink is finished and they have noticed that a lot of people are using it to skateboard. The group discusses the need for "use at your own risk" signs and agrees they need to contact the Town's insurance provider to determine what is appropriate. He says they are also blowing out all the sprinkler systems to prepare for winter. Finance Director Lanie Gospodarek reports that the annual budget report has been completed and submitted. They are still working on the sewer inventory and identifying issues with the billing system. They have received the timeline for the litigation with the Playmill, which is expected to last through next summer. They are going to conduct resort tax audits during the first week of November and the Playmill will be audited again for 2014. Other in progress activities include the agreement with Hebgen Basin Fire and the funding for the 911 system from the County. Social Services Director Kathi Arnado is on vacation this week. Chief of Police Scott Newell reports that call volume in his department is still quite active. Lovingier will start this week and VanLeeuwen will start in a couple weeks. He is also working on union negotiations and the 911 funding. Representatives from the Gallatin County 911 center are coming down to meet with him and Head Dispatcher Brenda Martin next week.

- 4) Mayor Schmier says that the agreement with Town Engineer Dick Dyer was tabled at the last meeting because Dyer was not given enough time before the meeting to review the agreement. He did speak to Dyer last week who indicated he would try to get to it but he has not responded on this topic.

The meeting is adjourned. (8:30 PM)

Mayor

ATTEST:

Town Clerk

TOWN OF WEST YELLOWSTONE
MONTANA
naturally inviting!

GREETINGS TO ALL FROM THE STATE OF MONTANA
AND THE TOWN OF WEST YELLOWSTONE

Be it known to all that on this date, Sabrah Vanleeuwen, took the following oath of office:

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

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

Brad Schmier

Mayor

Town of West Yellowstone

Date



ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of October, 2015, by and between the **TOWN OF WEST YELLOWSTONE, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1570, West Yellowstone, Montana 59758, hereinafter referred to as “Town,” and The Dyer Group, LLC, of 343 E. 4th North, Suite 108, Rexburg, Idaho, 83440-6001, hereinafter referred to as “Engineer.”

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **Purpose:** Town agrees to hire Engineer as an independent contractor to perform engineering services as requested by the Town. This Agreement is not exclusive and is not intended to in any way limit the ability of the Town to employ other engineers as needed.

2. **Term of Agreement:** This Agreement is effective October 20, 2015, through October 20, 2018. Both parties reserve the right to cancel this Agreement by providing a written thirty (30) day notice to the other party.

3. **Scope of Work:** Engineer will perform the work and provide the services in accordance with the requirements of the Town.

4. **Payment:** Town agrees to pay Engineer pursuant to the schedule of fees and costs attached hereto as **Exhibit A**. Exhibit A may be amended from time to time upon written agreement by the parties. The parties must agree to any extra charges in writing.

5. **Independent Contractor Status:** The parties agree that Engineer is an independent contractor for purposes of this Agreement and is not to be considered an employee of the Town for any purpose. Engineer is not subject to the terms and provisions of the Town’s personnel policies handbook and may not be considered a Town employee for workers’ compensation or any other purpose. Engineer is not authorized to represent the Town or otherwise bind the Town in any dealings between Engineer and any third parties unless specifically authorized in writing to do so.

Engineer shall comply with the applicable requirements of the Workers’ Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Engineer shall maintain workers’ compensation coverage for all members and employees of Engineer’s business, except for those members who are exempted by law.

Engineer shall furnish the Town with copies showing one of the following: **(1)** a binder for workers’ compensation coverage by an insurer licensed and authorized to provide workers’ compensation insurance in the State of Montana; or **(2)** proof of exemption from workers’ compensation granted by law for independent contractors.

6. **Indemnification:** To the fullest extent permitted by law, Engineer shall fully indemnify, defend, and save Town, its agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities or damages of whatever kind or nature arising from or related to Engineer’s performance of this Agreement.

7. **Insurance:** Engineer shall purchase and maintain insurance coverage as set forth below. The insurance policy must, unless not available from the insured, name the Town, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured and be written on a “primary—noncontributory basis.” Engineer will provide the Town with applicable additional insured endorsement documentation. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of “A.M. Best Rating” of A-, VI, as will protect the Engineer, the various acts of subcontractors, the Town and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from operations and completed operations under this Agreement. All insurance coverage shall remain in effect throughout the life of this Agreement and for a minimum of one (1) year following the date of expiration of Engineer’s warranties, if any. All insurance policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least forty-five (45) days prior written notice has been given to Engineer, Town, and all other additional insureds to whom a certificate of insurance has been issued. All insurance documentation shall be in a form acceptable to the Town.

Insurance Coverage at least in the following amounts is required:

1.	Commercial General Liability (bodily injury and property damage)	\$ 750,000 per occurrence \$1,000,000 aggregate
2.	Products and Completed Operations	\$1,000,000
3.	Automobile Liability	?\$1,500,000 combined single limit
4.	Workers’ Compensation	Not less than statutory limits
5.	Employers’ Liability	\$1,000,000
6.	Professional Liability (E&O) (only if applicable)	\$1,000,000 per occurrence \$1,000,000 aggregate

Engineer may provide applicable excess or umbrella coverage to supplement Engineer’s existing insurance coverage, if Engineer’s existing policy limits do not satisfy the coverage requirements as set forth above.

8. **Professional Service:** Engineer agrees that all services and work performed hereunder will be accomplished in a professional manner and in accordance with all standards that apply to profession engineers.

9. **Compliance with Laws:** Engineer agrees to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA.

10. **Nondiscrimination:** Engineer agrees that all hiring by Engineer of persons performing under this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by state and/or federal law.

11. **Default and Termination:** If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

12. **Modification and Assignability:** This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written Agreement, may be considered valid or binding. This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The Engineer may not subcontract or assign Engineer's rights, including the right to compensation or duties arising hereunder, without the prior written consent of Town. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

13. **Ownership and Publication of Materials:** All reports, information, data, and other materials prepared by the Engineer pursuant to this Agreement are the property of the Town, unless the parties have agreed in writing that the information shall remain the property of the Engineer. The Town has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the Engineer for the specific purpose intended will be at the Town's sole risk and without liability or legal exposure to the Engineer. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the Town.

14. **Liaison:** The Town's designated liaison with Engineer is James Patterson and Engineer's designated liaison with Town is Winston Dyer.

15. **Applicability:** This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana.

16. **Equal Opportunity:** Pursuant to Sections 49-2-303 and 49-3-207, MCA no part of this contract may be performed in a manner which discriminates against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by person performing the contract. Any hiring must be on the basis of merit and qualifications directly related to the requirements of the particular position being filled.

17.

18. **New Laws and Regulations:** If during the term of this Agreement new laws or regulations become applicable, Engineer shall also comply with them without notice from TOWN.

19. **Waiver and Indemnification:** Engineer waives any and all claims and recourse against TOWN or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of or in any way connected with or incident to the performance of this Agreement except claims arising from the intentional acts or concurrent or sole negligence of Town or its officers, agents or employees.

Engineer will indemnify, hold harmless, and defend the Town and its agents, principals, and employees from and against any and all claims, demands, damages, costs, expenses, losses, liability (including liability where activity is inherently or intrinsically dangerous), judgments, defense expenses, and attorney's fees rising out of or resulting from Engineer's wrongful acts, errors, omissions, or negligence, or from Engineer's failure to comply with the requirements of this Agreement or with federal, state and local law applicable to the performance under this Agreement. Town may elect to represent itself and incur all costs and expenses of suit which shall be subject to reimbursement by Engineer.

20. **Attorney's Fees:** If it is necessary for either party to bring an action to enforce the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees to be set by the appropriate court, including fees of the Town Attorney.

21. **Notice:** All notices and certifications made pursuant to this agreement shall be delivered to the address above by first class mail, certified mail or personal delivery in care of the person set forth in Section 14 of this Agreement. A party shall give the other notice of any change in address.

22. **Non-Waiver:** The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision.

23. **Entire Agreement:** This document represents the entire and integrated Agreement between the Town and Engineer and supersedes all prior negotiations, agreements or

representations, either written or oral. This Agreement may be amended only by written instrument signed by both Town and Engineer.

24. Non-Assignment: Town and Engineer, respectively, bind themselves, their successors, assigns and legal representatives to the other party with respect to all covenants, terms, or conditions of this Agreement. Neither Town nor Engineer shall assign this Agreement without the written consent of the other. Such consent shall not be unreasonably withheld.

25. Execution of Agreement: The Clerk/Treasurer of the Town of West Yellowstone will keep the original Agreement. An exact unaltered copy of the original Agreement has the same force and effect as the original.

These obligations shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

**TOWN OF WEST YELLOWSTONE
MONTANA**

ENGINEER

By _____

By _____

Title: _____

ATTEST:

(Seal of the Town)

Elizabeth Roos, Town Clerk

APPROVED AS TO FORM:

By _____
Jane Mersen, Town Attorney



ENGINEERING • PLANNING • MANAGEMENT

THE DYER GROUP, LLC HOURLY RATE SCHEDULE	
Personnel	Hourly Rate
Principal	\$ 95.00
Senior Engineer	85.00
Design Engineer	75.00
Designer/CADD	60.00
Technician/Inspector	50.00
Clerical	30.00
Design Surveying Crew	120.00
Construction Surveying Crew	160.00
Subcontractors	\$ Cost + 15%
Mileage	\$ 0.50/mi
Per Diem	\$ 30/day
Lodging	\$ At cost



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2015

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

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

PRODUCER Insure It All 919 South 25th East Ammon, ID 83406 License #: 328802	CONTACT NAME: Rein Weil PHONE (A/C, No, Ext): (208)522-3380 E-MAIL ADDRESS: tyler@isuinsureitall.com FAX (A/C, No): (208)902-2565	
	INSURER(S) AFFORDING COVERAGE	
INSURED The Dyer Group LLC 343 E 4th N Ste 108 Rexburg, ID 83440-6001	INSURER A: Unigard Insurance INSURER B: Auto-Owners INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 18988

COVERAGES **CERTIFICATE NUMBER: 00000000-0** **REVISION NUMBER: 3**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CFB1192546	03/14/2015	03/15/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		4971261800	02/01/2015	02/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 100,000 BODILY INJURY (Per accident) \$ 300,000 PROPERTY DAMAGE (Per accident) \$ 100,000 \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Town Engineering Services
 Certificate Holder is listed as Additional Insured in regards to the Insured's operations

CERTIFICATE HOLDER**CANCELLATION**

Town of West Yellowstone PO Box 1570 West Yellowstone, MT 59758	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (RVW)
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/13/2015

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

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

PRODUCER Michael J Hall & Company Hall & Company 19660 10th Ave NE Poulsbo WA 98370	CONTACT NAME: Michael J Hall & Company	
	PHONE (A/C. No., Ext): 360-598-3700	FAX (A/C. No.): 360-598-3703
E-MAIL ADDRESS: certificates@hallandcompany.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : RLI INSURANCE COMPANY		13056
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED 9147

The Dyer Group LLC
 343 E 4th North, Suite 108
 Rexburg ID 83440

COVERAGES **CERTIFICATE NUMBER:** 1386701311 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Prof Liability: Claims Made Form			RDP0019294	3/14/2015	3/14/2016	\$1,000,000 Per Claim \$1,000,000 Aggregate

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

Town Engineering Services

CERTIFICATE HOLDER

CANCELLATION

Town of West Yellowstone
PO Box 1570
West Yellowstone MT 59758

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jessica Sharpe

Town of West Yellowstone
Marketing and Promotion Fund Advisory Board (MAPFAB)
Recommendation to Town Council for Award Approval

Event or Project Applicant: Wild Bill Productions, LLC

Event or Project Name: Second Annual Wild Bill Octane Nights w/ Concerts

Date Submitted: 9.28.15

Date Approved by MAP Fund Advisory Board: 10.15.15

Requested Amount: \$17,000

Approved Amount: \$17,000

Exceptions: None

Comments: None

Recommendation submitted by: John M. Greve, MAPFAB Secretary

- This MAP Fund Award Recommendation is approved by the Town Council
- This MAP Fund Award Recommendation is not approved by the Town Council

_____ Date: _____

Comments:

Copy 1 – Town Clerk
Copy 2 – Town Council
Copy 3 – MAP Fund Advisory Board

MARKETING AND PROMOTION (MAP) FUND APPLICATION COVER PAGE

Applicant Information

Applicant Individual or Organization: Wild Bill Productions, LLC

Event or Project Contact Person: Katrina Mann

Address: c/o Hibernation Station, PO Box 821, West Yellowstone, MT 59758

Phone: 406-646-4200 Fax: 406-646-7060 Email: kmann@hibernationstation.com

Application Submission Date: 9/28/15

Event or Project Information

Event or Project Name: Second Annual Wild Bill Octane Nights with Concerts

Location of Event or Project: West Yellowstone Pioneer Park

Date(s) of Event or Project: March 11th and 12th, 2016

Estimated Total Event or Project Cost: \$176,950.00

MAP Fund Amount Requested: \$17,000.00

Section 1 Proposed Event or Project Summary

Wild Bill Productions, LLC, a business formed by Katrina and Travis Mann, successfully put on the first production event including concerts and entertainment on two consecutive nights, Friday, March 13th and Saturday, March 14th, 2015.



Friday night's line-up featured country/southern rock bands Teka Brock Band, Confederate Railroad, and Blackhawk. Saturday's line-up featured rock/metal bands Jackyl, the Outlaws, and Warrant. Octane Addictions free-style snowmobile shows filled in the gap between bands and kept the audience entertained and engaged.

Some of the weekend's highlights and results included:

- For an inaugural on the snow event, the attendance was excellent. It was made up of a combination of families and friends. Many asked us about next year's weekend and if they could book before leaving this year.
- Actual paid attendance was 1,033 on Friday night and 1,072 on Saturday.
- Artists in the industry heard about the event and its unique venue. We have received inquiries already from artists asking to come to a 2016 event. This demonstrates that our event is achieving recognition within the music industry.
- The event ran very smoothly in all aspects (suppliers, audience, logistics, and venue) which was extremely satisfying for a first-time event. We partnered with local businesses and suppliers, regional and national sponsors to raise \$53,000 in event funding. These partnerships included local food and beverage businesses: Arrowleaf, The Buffalo Bar, Canyon Street Grill, The Gusher, and Running Bear Pancake House. Regional partners included WY Polaris, Billion Auto Group, Cardinal Distribution, Madison Foods, Willie's Distillery, and Town Pump. National sponsors included Ski Doo, Polaris, Yamaha, Ice Age, and Timbersled. We felt this was a significant success not just financially, but because our suppliers and sponsors also helped to market and promote the event. All of our sponsors were happy with the event and have already pledged to also participate as a sponsor in a 2016 event.
- We achieved our objective of mixing music and free-style entertainment. The free-style filled in the gap between bands setting up and kept the audience entertained and engaged.
- We had good reports from a number of hotels that worked with us on co-promotions. In fact, hotels including Yellowstone Lodge and the White Buffalo reported being full or opening more sections to fill.
- Resort Tax Collections for the month of March 2014 were up approximately \$55,000.00 despite of the lack of snow and challenging snowmobile conditions. We feel this increase was due to the impact of concert-goers spending money here in West Yellowstone on gas, food, lodging, beverages, and retail.

While developing and managing a new winter event and venue is extremely challenging, the resulting success and demand for more concert weekends gave us the impetus to go forward and plan our second annual winter weekend concert.

We feel that this year is even more critical to sustaining this event. After a first successful year, it is important we follow our first year formula for the concerts and venue with a few tweaks to improve it. We need to even more aggressively market the weekend to more people in more cities to maintain our momentum and increase attendance.

Planning is underway for the “second annual” Wild Bill Nights weekend on Friday, March 11th and Saturday, March 12th, 2016. We intend to repeat the same successful format with country-style, family-friendly bands on Friday night and rock bands on Saturday night. We will also offer the snowmobile freestyle show in-between bands. We will also continue to work with our local, regional, and national sponsors that made our first year so successful. Our goal is to produce another successful weekend in March 2016 with paid attendance exceeding 3,000 attendees.

Section 2 Proposed Timeline

NOTE: During the 2015 event, we asked for feedback from promoters, the bands, vendors, spectators regarding our planning and logistics. The bands and promoters were very complimentary stating that this was one of the most professional produced events they have attended. We plan to go ahead with the same general logistics plans and timelines we used last year.

We did identify several logistical changes and plan to incorporate those including: moving stage to a different location to protect the bands and front audience from wind and poor weather conditions, fencing off the entire park to eliminate free spectators, move the ticketing booth to an enclosed trailer, and look for more volunteers for setup and takedown.

Our general timeline includes:

August, September, October

- Determine the bands for each night. In order to keep these winter concerts affordable and sustainable for the future, we need booked bands that fit within our budget but can produce a reasonable number of participants. As we continue to grow this winter concert program, we can afford to book larger acts. For now, we need affordable acts (either rising stars or affordable legends) that will be a great fit for our target markets, included snowmobile EXPO attendee's. We work with booking agents to secure contracts during this time.
- Work with funding sources including sponsors (local, regional, and national), grants, and media sponsorships.
- Outline marketing and promotional plans based on funding. Update the website and add on-line booking as soon as acts are finalized. Develop weekend and bundled with EXPO ticket packages. Work with local businesses on packages and cross promotions.

Wild Bill Productions – MAP Application 2016 Concert Event

- Announce dates, acts when under contract, and promotions on our website and social media pages. Design the first wave of advertising critical for early ticket sales in November and December.

November, December, January

- The timeline for marketing and management of concert events is different than other destination events we put on in West Yellowstone. Advance ticket sales are the critical to generating early revenues for band deposits, equipment down payments, and advertising. Contractual arrangements with the bands also require specific deadlines such as ticket sales beginning in mid-November. Advertising, especially printed ads such as posters, billboards, and flyers, need to be distributed at the same time to announce the event and promote ticket sales. We plan to repeat the first launch of print and web ads to coordinate with Black Friday on Thanksgiving Weekend. We found that this timing generated the first “buzz” with families that were together and college students returning back to school after that weekend.
- Launch first round of contests and special giveaways through our Facebook page and website.
- Start logistics planning for the venue with local suppliers, town officials, security and safety parties.

February

- Heavy emphasis on public relations this month with news releases and articles in regional papers, more content on our social media sites. The last week of February and first week of March includes on-air (radio and television interviews) with event promoters, as well as the bands.
- Second round of print and digital ads in late February/early March to specific geographies and demographics.
- Contests continue on Facebook pages, as well an aggressive schedule of social media posts and information dissemination. Work with sponsors on co-promotion of the event.
- Finalize all rental equipment, setup of the venue, safety and security arrangements. Finalize all band arrangements. Work with the Town of West Yellowstone, Police and Fire Safety.
- Organize paid staff and volunteers duties and schedules.
- Contracts with any food and beverage suppliers.

March

- Last round of advertising up to the event including media promotions.
- On-air (radio and television interviews) with event promoters, as well as the bands.
- Setup for the event, including fencing, stages, grooming, sound systems, vendors, local organizations and groups, volunteers, etc.
- Take down and clean-up of venue.
- Final accounting, resort tax payments, and reports.

Wild Bill Productions – MAP Application 2016 Concert Event

Section 3 Proposed Budget

Wild Bill Productions Final Budget.

INCOME	CONCERTS	SPONSORS	TOTAL INCOME
Sponsors			\$53,000.00
Grants			\$19,850.00
Chamber			\$14,000.00
ADMISSIONS			62091.59
Food/Liquor			7600

TOTAL INCOME **\$156,541.59**

EXPENSES	CONCERTS
SNOW REMOVAL	1250
BANDS	76948.9
STAGE & SOUND	16737
INSURANCE	2311
ADVERTISING	15909.25
heat/tents	3167.2
FENCING	250
Production Dave-Leaf	7500
Trash	189
Buffalo Loan	5000
Taxes	1903.93
Merchandise	841.5
fuel	1419.69
Website	2250
Food	1675
Jan	2500
Racers	6000
Fireworks	8234
tickets	217.49
Toilets	1000
Foot Ball Team Donation	1000
Interest	417.72
Bank fees	45
office supplies	131.75
cc fees	482.08
wire tranfer fees	99
Donation Noah	600
Total Expense	158079.51

(\$1,537.92)

Wild Bill Productions – MAP Application 2016 Concert Event

We are requesting MAP funding in the amount of \$17,000.00. We realize that this is an increase from last year, but this additional funding would go to expanding to new markets in Butte and Great Falls, Montana and Salt Lake City, Utah.

Type of Advertising	Approx cost
November/December	
Creative Services: Creative design for posters, ads, flyers, etc.	750.00
Print: Domino's flyer handouts printed to Domino specification for their flyer delivery program in Bozeman and Pocatello, Idaho.	2,000.00
December/January	
Print: Posters; passes, and postage for promotion/information sheets for regional distribution and use in campus package promotions. Color printing on various sheet sizes.	1,000.00
January/February/March	
Regional Radio: Trade-out & promotional programs; on air interviews with stations including Eastern Idaho's KCVI "K-Bear 101" KTHK "105.5 The Hawk" (Riverbend Communications), KBOZ, or the Clear Channel stations in Montana including 95.1 The Moose. Expand to additional stations in Pocatello, ID; Butte, MT; Great Falls, MT. Include digital banners and giveaway programs in January.	4,000.00
Regional TV: Trade-out & promotional programs; on air interviews including KIFI Channel (Eastern Idaho), FOX network in Montana, or KBZK from Montana. We have contacts at each of these stations for additional programming and editorial coverage. Expand to MTN stations that include Great Falls, Butte, and Helena. Include Eastern Idaho Facebook campaign on affiliate stations.	4,750.00
Utah Radio/TV event promotion using a multiple media ownership company such as KSL with television, radio, and digital asset access.	4,500.00

\$17,000.00

Section 4 Publicity, Promotion, Marketing

In 2015, we were successful at reaching our targeted demographic for this first year – primarily male, 45-65 years of age, within a 10 hour drive of West Yellowstone, outdoor and motor sports enthusiast. We also wanted to reach motorcyclists, snowmobilers, music-lovers, and outdoor enthusiasts willing to come to West Yellowstone, spend several nights, and make some great memories that will them back again next year.

We were most successful at bringing in couples, families, and some college students. There was an overlap with EXPO attendees. We worked with the snowmobile events committee to offer a ticket that combines both concert nights and a weekend admission to the EXPO events. We had attendees (almost 100) buy a “Combo Weekend” Pass through SnoWest’s on-line ticketing engine that included all EXPO and Concert events. We will be again offering a weekend pass and a combined Concerts/EXPO weekend pass to co-promote both events.

Our first wave of advertising to promote early ticket sales will again need to start in November and December with newspaper ads and online web banner advertising.

Last year, we are partnered Domino’s Pizza on flyer distribution in Montana. We furnished our printed flyers and they were delivered along with pizza to home deliveries. This was a great way to target students and reached consumers at home. We received calls regarding the concerts and ticket sales immediately following distribution of the flyers. This year, we are looking at other cities for the same program.

Our website was successful at attracting and educating possible attendees about the event. Using the EventJoy application for on-line ticket sales was very successful. Starting in November 2014, we were able to sell tickets nationwide with attendees coming from Alaska, New Mexico, California, Texas, Missouri, Pennsylvania, and Michigan. It was even used heavily from attendees in our regional drive markets including Idaho, Montana, North and South Dakota. We plan to continue using EventJoy and have encouraged the Snowmobile Events Committee to use them as well.

Our Facebook page was very active and grew to almost 1,300 likes, and is still growing! We partnered with local business to promote the concert venue and lodging specials such as this post from Yellowstone Lodge. As soon as a band is finalized, we will start promoting them and the concert weekend through our Facebook page. We also plan to incorporate contests and giveaways throughout the entire winter on our page.

This year, we also plan to expand promotional and marketing efforts to college campuses in Idaho and Montana. We were approached by students asking if there was a way to bundle transportation and lodging, along with a weekend concert pass. We talk to properties to gauge interest in doing such an offering.

Publicity and Media Partnerships: We plan on repeating our specific publicity efforts used last year which included the following and adding new radio, television, and print where ever possible:

- News releases
- Postings on event calendars (print and web)
- Newspaper interviews and articles (Bozeman, Billings, West Yellowstone)
- Radio interviews – Band and promoter interviews with MOOSE and XLCountry in Bozeman, MT and KBear101 and Z103 Idaho Falls, Idaho
- Television interviews - morning shows in Bozeman (KBZK and NBC-FOX) and KULR 8 in Billings
- Promotion on the websites and social media pages of the bands

We plan to work with our sponsors to create and promote more activities that generated so much publicity last winter. Last year, we offered activities with the bands including:

- Jackyl – Yamaha Snowmobile Ride Giveaway (including airfare, lodging, snowmobile rides with Jackyl, back stage passes). The couple that ended up winning the snowmobile ride came from Michigan.
- Blackhawk Meet and Greet Ski Doo Giveaway

Section 5 Application Review Criteria

• What are the economic, cultural, social and/or aesthetic impacts and benefits of your event or project on visitors, residents, businesses, organizations or other interests in the community and surrounding area?

We believe that this concert weekend held at the end of the winter season in mid-March has a definite positive impact on West Yellowstone by supporting local businesses, revenue generation from lodging, restaurants, gas stations, grocery stores, activities and entertainment. The projected number of people served:

- Day visitors – Our goal is a minimum of 3,000 paid attendees. There will also be up to two hundred additional people from the media (print, television, and radio stations), contest winners, band personnel, vendors, and volunteers.
- Total room nights – We anticipate that there will be between 1,000 to 1,500 room nights associated with the weekend.

• If not answered in the previous question, then please list the methods and estimates by which you'll determine or measure the success of your event or project, i.e. increased, additional, new or different attendance, admissions, registrations, hotel stays, marketing, website hits, partnerships and sponsorships, fund raising, aesthetic appeal etc.

Paid attendance is the simplest metric. As stated previously, our goal is to generate a minimum of 3,000 paid attendees across the two concert nights. We are also going to work hard to promote our full weekend pass pre-sales which bundles both concert nights into one package and should generate more weekend visitors (versus day trippers) with more lodging nights, meals in restaurants, retail and gas sales for our community. We will do a follow-up request to lodging properties asking if they can forward any data or reports on the rooms booked for concert attendees.

Wild Bill Productions – MAP Application 2016 Concert Event

We will also look at resort tax and TBID collections for March 2016. Because other statistics are gathered monthly, it is hard to assess the result of two specific days. For example, Resort Tax Collections for the month of March 2015 were up approximately \$55,000.00 despite of the lack of snow and challenging snowmobile conditions. We feel this increase was due to the impact of concert-goers spending money here in West Yellowstone on gas, food, lodging, beverages, and retail.

We will also again ask for feedback from local businesses, the vendors and bands, and attendees to gauge their level of satisfaction, as well as learn what was done well and what needs to be improved.

Our website and social media pages will also provide metrics on which campaigns, in what places, were the most successful in marketing the event.

• Has your organization received MAP funding in the past? If so, how many times and for what event(s) or project(s)? Have all vendors and expenses been paid associated with the event(s) or project(s)?

Wild Bill Productions received a MAP grant in 2015 in the amount of \$12,500.00. All supporting financial documents have been submitted and approved, and all vendors and expenses have been paid.

• Can your event or project proceed without MAP funds?

Yes, our event can continue without MAP funds. However, we will be limited in the amount and scope of advertising and promotion that we will be able to do. Attendance numbers are tied directly to the amount of effective advertising we can afford to do.

• If your event or project is approved for funding, how will you acknowledge the receipt of MAP funds as a funding source?

We will include “West Yellowstone, Montana” or “West Yellowstone, MT” on all advertising. We will also include the MAP “West Yellowstone Businesses Support” logo on all advertising materials (digital if space allows). We will also link to the Town of West Yellowstone website from our website.

Section 6 Application Supporting Documentation

• If this is a reoccurring event or project that received MAP funding last year, then please provide a copy of last year’s Outcome Report. A copy of the final report is included in the packet.

Certification

Applicant Individual or Organization:

Event or Project Name:

On behalf of the individual or organization identified on this application, I understand that:

1. The submitted application meets the eligibility requirements for MAP funds.
2. MAP funds will not be awarded to this event or project without written notification of approval by MAPFAB and the town council.
3. MAP funded events or projects must comply with all federal, state and community licenses, permits, ordinances, laws and regulations.
4. To the best of my knowledge and belief the information in this application is true and correct and the governing body of the applicant has authorized the documentation.

Signature: *Patricia Mann* Name (printed): Patricia Mann

Title: pres./owner Date: 9/28/15

For Office Use Only

This application has been approved by MAPFAB Date: _____

This application has not been approved by MAPFAB 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. Current projects include the preparation of a Request for Health Care 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, October 16, 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





Received
10-6-15
ER

APPLICATION FOR BOARDS AND COMMITTEES

Name Norma Salinas Date 10/2/15
Address P.O. Box 205, 513 DeLacy Ave
City W. Yellowstone State Mt Zip 59758
Phone (Home): Ø (Work): 646-7617 (Cell/Other): 640-0722
E-Mail Address: normasalinas@westyellowstone.k12.mt.us
Are you a resident of West Yellowstone? Yes Length of residency in West Yellowstone: 16 yrs
Board or Committee you are applying for: Health Services Board
Occupation: administrative secretary
Employer: West Yellowstone School
Have you previously served on a County or City board? NO
If so, which board, and for how long? N/A
Past Memberships and Associations: N/A
Current Memberships and Associations: N/A

List any relevant qualifications and/or related experience? Attach any additional information or a resumé, if you prefer: I have no related experience, however, I am bilingual and believe that could be a great asset to this board.

What are your primary objectives for serving on this board? To represent the hispanic community of west yellowstone as well as the school.

References (Individual or Organization):

Lenora (Bunnie Welckum) Phone: 406-640-1787
Pierre Martineau Phone: 406-640-0241
Mary Margaret Williams Phone: 406-646-7617
Signature: ngelinas Date: 10/2/15

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.

HEALTH CARE SERVICES AGREEMENT
LEASE AGREEMENT
CLARIFICATION

The Town of West Yellowstone, Montana, the ("Town"), a political subdivision of the state of Montana of P.O. Box 1570, West Yellowstone, Montana 59758 and Community Health Partners ("CHP") of 126 South Main Street, Livingston, Montana, 59047, do hereby agree and state as follows:

WHEREAS, the Town and CHP entered into a Health Care Services Agreement on the 16th day of November 2010, in order for CHP to provide the citizens of and visitors to the Town with the best and broadest range of health care services that were appropriate and affordable for the community, the ("Agreement"); and

WHEREAS, as part of the Agreement, the parties also entered into a Lease Agreement, the ("Lease"); and

WHEREAS, the both the Agreement and the Lease had a term of one year with an option to renew for five additional one year terms; and

WHEREAS, the renewal terms of the Agreement and the Lease have been the cause of some discussion and disagreement as to the actual termination date of the Agreement; and

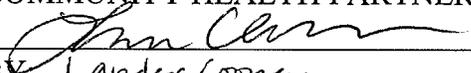
WHEREAS, the parties hereto desire to clarify that the Agreement shall continue until December 31, 2016.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein and contained in the November 16, 2010 Agreement, the parties agree that the Agreement and the Lease shall continue to be in full force and effect, upon the same terms and conditions as set out therein, with the clarification that the Agreement and the Lease shall terminate on December 31, 2016.

All other provisions of the Agreement shall remain in effect.

Dated this 2nd day of October, 2015.

COMMUNITY HEALTH PARTNERS

BY: 

Its: CEO

TOWN OF WEST YELLOWSTONE

BY: BRAD SCHMIER

Mayor

ATTEST:

Elizabeth Roos, Town Clerk

KASTING, KAUFFMAN & MERSEN, P.C.
A T T O R N E Y S A T L A W

JOHN M. KAUFFMAN
JANE MERSEN
DENNIS L. MUNSON
LILIA N. TYRRELL
SHERINE D. FERNANDO

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

Of Counsel

KENT M. KASTING
WILLIAM B. HANSON

September 30, 2015

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

RE: Attorney Services Contract

Dear Town Council Members,

The Contract between our firm and the Town is set to expire this November and I would like to take this opportunity to request that the Town continue its relationship with our firm. I have enjoyed working with all of you over the last two years and look forward to working with the new council in the future.

I have attached to this letter for the Council's review, a new **contract** that is substantially similar to the contract that was executed in November of 2013, with the only changes being to the dates and signature lines, and removing Kent Kasting as he retired December 31, 2014.

If there are any questions about this letter or the attached contract, or the services that we have provided over the last two years, please do not hesitate to contact me. Or, if the Council prefers, I am happy to attend a Council meeting and answer questions at that time.

Sincerely,



Jane Mersen
encl.

TOWN OF WEST YELLOWSTONE, MONTANA

TOWN ATTORNEY FEE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of November, 2015 by and between the TOWN OF WEST YELLOWSTONE, a Montana municipal corporation (the Town”), and the law firm of Kasting, Kauffman & Mersen, P.C. (“Attorneys”).

W I T N E S S E T H:

WHEREAS, the Town is desirous of obtaining legal counsel, advice, representation and advocacy in relation to its corporate affairs; and

WHEREAS, the law firm of Kasting, Kauffman & Mersen P.C., of 716 South 20th Avenue, Suite 101, Bozeman, Montana 59718, consists of attorneys duly licensed to practice law in the federal and state courts of Montana.

NOW, THEREFORE, it is hereby agreed as follows:

1. The Town of West Yellowstone hereby retains the Attorneys to give such advice and counsel and render such legal service for the Town as the Town Council shall deem required.
2. The services of Attorneys shall include, but not limited to, advice and counsel on all corporate matters; preparation and drafting of all necessary legal documents, ordinances, contracts and letters; rendering legal opinions for the Council; acting on behalf of the Town in all criminal City Court matters, and in civil City Court matters as required; representing the Town as to all agencies of government and private parties having business with the Town; appearing for the Town to prosecute and defend all civil and criminal cases in the federal or state courts in Montana, and before any other administrative or quasi-judicial board, committee, tribunal or

other person or corporate body; to attend regular or special Town Council meetings, or meetings of boards and committees, as required by the Mayor and/or the Council; to perform any other duties which may be required by the statutes of the State of Montana or the Charter of the Town of West Yellowstone; assist all department heads working for the Town in connection with routine matters for which consultation is required and requested, and to perform such other services as are customarily performed by municipal corporate counsel. The initial contact person within the firm for the Town will be Jane Mersen. If Ms. Mersen is not available, Dennis Munson or John Kauffman should be contacted.

3. In addition to the foregoing, it is agreed that Attorneys and the Town shall negotiate from time to time the various bond issues desired by the Town; it being the intent hereof that Attorneys shall receive a separate fee contract with respect to any services performed regarding municipal bond issues and the like and that the Town shall be free to hire bond counsel as necessary, independent of the Attorneys. Furthermore, in the event that the Town shall enter into contracts with other agencies, public or private, which require the services of Attorneys, then the Attorneys may obtain a special, supplementary or different fee from the third party when the latter will bear the costs of the Town's attorney's fees; these matters to be negotiated between the Town the Attorneys, and any such third party.

4. For the services rendered, the Town shall pay the Attorneys each month, according to monthly statements received from the Attorneys as follows:

a. For all regular services rendered as stated in paragraph 2 above, \$200.00 per hour for Partner time and \$150.00 per hour for associate attorney time, which includes all travel time involving Town business and the hourly time charges of the Attorneys include, but are not necessarily limited to: court appearances, office and

telephone conferences related to the matter, out of office conferences/site visits, legal research, preparation for and attendance at depositions, review of file materials and documents sent or received, preparation for and attendance at trials, hearings, and conferences with other counsel, travel time, and drafting of pleadings, instruments, correspondence and office memoranda.

b. For paralegal or secretarial services, \$50.00 per hour;

c. For special projects of bond issues as stated in paragraph 3 above, as negotiated.

5. For all such services stated in this contract however and whenever performed, the Town shall reimburse the Attorneys for all necessary expenses in connection with their services to the Town, such expense to include, but not be limited to the following: travel at the legal rate according to the laws of the State of Montana, meals, lodging expenses, postage, photocopy charges, long distance telephone calls, investigation fees, filing or other court fees, witness fees, costs of serving legal papers, fees for depositions or expert witnesses, paralegal services, and charges for computer legal research. Such expenses shall be reimbursed along with the attorneys' fees previously stated according to the monthly statements submitted by the Attorneys. Upon request and approval of the Mayor, the Town Attorney shall be compensated for books and printed materials purchased in aid of carrying out its functions under this agreement. The Attorney, upon request and written approval of the Mayor, shall be reimbursed for tuition expenses incurred in attending continuing legal education seminars whose subjects are directly related to the Attorneys function for the Town.

6. Nothing in this Agreement shall be construed as limiting the amount of the fee payable to the Attorneys, where the source of funds for payment is a person, agency, corporation or entity, public or private, other than the Town of West Yellowstone.

7. Pursuant to Section 7-4-4602, MCA, the term of this Agreement shall be for two (2) years from November ____, 2015, unless sooner terminated as provided by the parties or in accordance with the law. The parties agree that either may terminate this contract with 60 days notice to the other party.

IN WITNESS WHEREOF, THE PARTIES HAVE HERUNTO SET THEIR HANDS TO THIS Agreement the date and year first above written.

TOWN OF WEST YELLOWSTONE
a municipal corporation

By: _____
BRAD SCHMIER
Mayor

ATTEST:

Town Clerk

Kasting, Kauffman & Mersen P.C.
By: Jane Mersen



PO Box 458
West Yellowstone, Montana 59758
destinationyellowstone.com

October 13, 2015

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

Dear Council,

Appreciation.

On behalf of the Board of Directors and the membership of the Chamber of Commerce I am writing to express our appreciation to each of you. We appreciate your commitment to our community as evidenced by your willingness to serve.

Specifically, today, I write regarding the Resort Tax. We well know the value of this tax to West Yellowstone. It has provided the means for infrastructure and maintenance. It has provided for safety and security. It has been a catalyst for economic development. It makes quality experiences possible for our visitors and it provides an excellent quality of life for those who call the West Yellowstone area "home".

We believe that all who benefit from the resources provided by the Resort Tax should willingly collect and remit the tax. We thank you for the thoughtful deliberation and action that you take to make this basis of our Town's functionality sustainable for the future.

Again, for our members, may I say, "Thank you".

Sincere regards,

Jan Stoddard
President



from the desk of:

Joel Peterson
Appraisal Inc.
600 N Wallace
Suite 1
Bozeman, MT 59715

September 17, 2015

Elizabeth Roos, Town Clerk
Town of West Yellowstone
Town Hall
West Yellowstone, MT 59758

Re: West Yellowstone Sewer Lagoon Tract, West Yellowstone, MT 59758

Dear Ms. Roos:

Pursuant to your request, I have visited and appraised the real property known locally as the West Yellowstone Sewer Lagoon Tract. The date of the property visit was August 22, 2015, which is also the effective date of this appraisal. Ownership is in the name of the State of Montana.

The subject property consists of an approximate 43.11-acre tract that is leased by the Town of West Yellowstone. The majority of the tract has been developed to accommodate the Town of West Yellowstone's sewage disposal system. This tract is located at the very southern end of the West Yellowstone Airport Tract that is under the ownership of the State of Montana Department of Transportation Aeronautics Division. The subject functions as the treatment area for the sewage system for West Yellowstone, MT, a gateway community to Yellowstone National Park.

The property right being appraised is the fee simple interest. The subject property is appraised as if it were an unimproved, vacant, in a non-governmental ownership and available to the general public for purchase. Therefore, the market value conclusion is based upon a **Hypothetical Condition**. *Hypothetical Condition* is defined by USPAP as follows: "A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis."

The intended users of this summary report are the client and the ownership. The purpose of the appraisal is to determine fair market value for accounting purposes and for calculating the proposed lease payment.

My valuation is based on the consideration of market data derived from recent land sales in the area. This appraisal conforms to the Uniform Standards of Professional Appraisal Practice (USPAP), Standards 1 and 2, and is reported in a summary format.

It is my conclusion, that as of the effective date of the appraisal, August 22, 2015, the market value of the subject property would be **\$389,000**, based on a **Hypothetical Condition** that the property is unimproved, vacant, and in a non-governmental ownership and available to the general public for purchase. As required by USPAP, the intended users of this report are hereby advised that my use of this **Hypothetical Condition** may affect assignment results.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Joel Peterson". The signature is stylized and written in a cursive-like font.

Joel Peterson
MT Certified General Appraiser #163
Expires 03/31/2016

Summary of Important Facts and Conclusions

Address: The subject property has no physical address
Located west of West Yellowstone, MT 59758

Effective Date of

Appraisal: August 22, 2015

Date of Report: September 17, 2015

Owner: State of Montana Department of Transportation Aeronautics
Division.

Client: Elizabeth Roos, Town Clerk
Town of West Yellowstone
Town Hall
West Yellowstone, MT 59758

Intended Users: The client and the ownership

Parcel Id #: RRG63833 (entire airport tract)

Taxes, Includes

Specials: exempt

Comment: Exempt property

Legal Description: Southern portion of West Yellowstone Airport Tract that
lies south of Forest Service Road 291K located in
Sections 28 & 29, Township 13 South Range 5 East,
Gallatin County (abbreviated)

Summary Description:

Site Area: Estimated at 43.11 acres

Zoning: The subject site is not zoned

Building Area: Appraised as vacant land

Structure: na

Use: Vacant land

Value conclusion:

Sales Comparison \$389,000

Approach Conclusion:

Value Conclusion: **\$389,000**

Access road south side



Entry to lagoon site southeast corner of tract



Access road along east side



Access road along north side



Lagoon



Lagoon



Dry lagoon



Access on north side



Access on north side



Town bone yard



TOWN OF WEST YELLOWSTONE MONTANA

naturally inviting!

Attn: Des Baker
RDI, Americorps Program
2022 Central Avenue
Great Falls, MT 59401

Dear Des:

It is my pleasure to be writing in full support of the Northern Rocky Mountain Economic Development District's VISTA application submitted for the Workforce Housing Program in the City of West Yellowstone.

For the past year, West Yellowstone has had the opportunity to work closely with a VISTA member, Kirsten Goldstein, on the Workforce Housing Program and has made great strides toward providing economically disadvantaged workers the opportunity to thrive through the acquisition of affordable housing, but there is more work to be done.

The City has played, and will continue to play, an active role in facilitating community meetings to bring pertinent stakeholders and community members together to create awareness of the project throughout West Yellowstone. The City has also aided in implementing a strategic and aggressive plan aimed at targeting the necessary funding for the program. If the Northern Rocky Mountain Economic Development District is granted a VISTA member to help move the Workforce Housing Program forward, the City will remain firmly committed to the project's ideals and to the work plan set forth to obtain affordable housing for the citizens of West Yellowstone.

Please consider NRMEDD's VISTA application favorably. The Workforce Housing Program is of dire necessity to the community of West Yellowstone, and a VISTA member is the key to success in this endeavor.

Sincerely,



Brad Schmier
Mayor
City of West Yellowstone



November 2015 (USA)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 <i>Election Day TC Mtg</i>	4	5	6	7
8	9	10	11 Veterans Day	12	13	14
15	16	17 <i>TC Mtg</i>	18	19	20	21
22	23	24	25	26 Thanksgiving Day	27	28
29	30					

 - Hodgson Available

Elizabeth Roos

From: Hodgson, John <john@prothman.com>
Sent: Wednesday, October 14, 2015 11:15 AM
To: bschmier@townofwestyellowstone.com
Cc: Eroos@townofwestyellowstone.com
Subject: Schedule for Final Interviews

Mayor Schmier,

Good morning. I hope you had a great trip and Arizona and a wonderful time with your family.

I hope you have had a chance to look over the packet of qualified candidates that have applied for the Operations Manager position. We have a stronger and deeper group than our previous recruitment. I look forward to discussing the qualifications of the candidates with you and your council colleagues next Wednesday evening. I believe that between the recommended finalists and alternates there is the opportunity to pick any of them, based on the interest of the council.

I wanted to let you know my available schedule for early November so we can begin to finalize dates for the interview process. I assume that we will have a reception and interview process like last time. If you think we should do sometime different, let me know and we can discuss it as well on the 21st.

My availability for the first three weeks of November are as follows:

November 3,4,5. This week, I am doing another final interview panel on Monday. Friday the 6th could be a travel home day for me. I am flying out again early Saturday morning the 7th.

November 11, 12 and 13. This week, I have commitments all day Monday and Tuesday morning. Wednesday is Veteran's Day, but I can travel that day if we want to interviews on Thursday and Friday.

November 16 (all week) I am available all week at this time.

I am available most all of the day today and most of the this Friday if you want to talk about the process.

Best regards,

John Hodgson

Prothman Company=