

Town of West Yellowstone

Tuesday, November 3, 2015

West Yellowstone Town Hall, 440 Yellowstone Avenue

Work Session & Town Council Meeting

6:00 PM

Draft Health Care Services RFP, Appendix B

Discussion ∞

7:30 PM

Pledge of Allegiance

Purchase Orders

Treasurer's Report & Securities Report

Claims ∞

Consent Agenda: **October 20, 2015 Town Council Meeting** ∞

October 27, 2015 Work Session ∞

Business License Applications

- A Clean Experience ∞
- Rugged Solutions ∞

Advisory Board Report(s)

Operations Manager & Department Head Reports

Assignments Report

Comment Period

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

NEW BUSINESS

Sale of Fire Station 1 to Hebgen Basin Fire District

Discussion/Action ∞

Correspondence/FYI

- Recreation Advisory Board Resignation ∞

Meeting Reminders

- Town Operations Manager Recruitment Schedule

Personnel Issue, Executive Session (Closed to the Public) if Requested



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.

REQUEST FOR PROPOSALS

Health Care Services Provider
For West Yellowstone, Montana

DUE DATE:

September 30, 2015 (Date Change – Subject to Council)

I. INTRODUCTION

A. GENERAL INFORMATION

Notice of Invitation—The Town of West Yellowstone (“the Town”) is seeking proposals from qualified firms, agencies, or organizations to provide health care services to the greater West Yellowstone community. These services may be provided from the facility currently known as the Guy Hanson Medical Clinic. There are no expressed or implied obligations for the Town to reimburse responding agencies for any expenses incurred in preparing proposals in response to this request.

1. Proposal Submission. Prospective providers should submit detailed proposals on or before 5:00 PM on **September 31, 2015 (date change subject to council)**. Proposals should be mailed or delivered to:

Brad Schmier, Mayor

Town of West Yellowstone

P.O. Box 1570

West Yellowstone, Montana 59758

“Sealed Proposal Do Not Open”

Proposal cover letters should designate who can answer questions concerning the submitted proposals. An officer empowered to bind the agency submitting the proposal must sign the proposal.

2. Proposal Format. One original copy of the proposal should be submitted in the format outlined in Section III, “Proposal Document Instructions.”
3. Contract Terms. The Town is seeking a contract initially with a term from January 1, 2017 to June 31, 2022.
4. All agencies submitting a proposal shall agree not to include a provision in any contract or agreement with the Town requiring the Town to hold harmless or indemnify any person, partnership, association, corporation or other form of entity.
5. By responding to the RFP, the agency is agreeing to the terms, conditions and requirements set forth herein, unless expressly noted in writing in the firm’s written submission.
6. Schedule of key dates:
 - a. **September 31, 2015**: Submit sealed proposals by 5:00 PM.
 - b. **January 1, 2016**: Begin providing health care services. **(Date change subject to council)**.

7. The RFP is not to be construed as creating a contractual relationship between the Town and any agency submitting a response to this RFP.
8. The Town shall have no obligation or liability to any agency responding to this RFP. All costs associated with responding to this RFP are borne solely by the respondent.
9. The Town may require follow-up oral interviews with selected respondents and may require the respondents to participate in negotiations.
10. The Town reserves the right to reject any or all responses, to modify the scope with one or more of the respondents, and to waive any/all requirements which the Town deems to be in its best interests.
11. By submitting the information the agency represents that it has examined and understands the RFP and has become fully informed of all the requirements of the RFP. All terms and conditions set forth in this document are accepted and must be incorporated in the submission unless explicit exception is made to individual items and accepted by the Town.
12. By submitting a response, the agency represents that it has the ability to meet the requirements outlined herein.
13. After evaluation of the responses, the Town will make its selection based on the response which best meets the needs of the Town, in the sole discretion of the Town.
 - a. This Request for Proposals is not intended to create a public bidding process.
 - b. The proposal with the lowest quoted prices or expenses will not necessarily be accepted.
 - c. Nor will any reason for the rejection of any proposal be indicated.
 - d. The Town reserves the right to privately negotiate with any firm with respect to the requirements outlined in this Request for Proposals.

B. EVALUATION AND SELECTION OF PROPOSALS

The Town will perform the evaluation of proposals in accordance with the criteria set forth in Appendix A. The following criteria will also be considered in the evaluation:

1. The agency has no conflicts of interest with regard to any other work performed for the Town.
2. The agency adheres to the instructions in this request for proposal on preparing and submitting the proposal.
3. The agency's past experience and performance on comparable engagements.
4. The quality of the agency's professional personnel to be assigned to the engagement and the quality of the agency's management support personnel to be available for consultation.
5. The agency's ability to serve the entire population, regardless of income or insurance status.
6. Other criteria deemed prudent.
7. The Town reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

C. SUBCONTRACTING

Agencies are not permitted to subcontract or assign any part of the work covered under the scope of the agreement, without the express prior written consent of the Town.

D. MINORITY AND WOMEN-OWNED BUSINESSES

Minority-owned firms and women's business enterprises are encouraged to submit proposals.

II. NATURE OF SERVICES REQUESTED

The Town of West Yellowstone is seeking proposals from qualified firms, or organizations to provide health care services to the greater West Yellowstone community. These services will be provided from the facility currently known as the Guy Hanson Medical Clinic.

If your organization is unable to provide any of the services listed below, please furnish the Town of West Yellowstone with a detailed plan of what you services you can provide us.

- 1) Provide primary health care for all ages with preferably a Physician and/or a mid-level provider and support staff YEAR ROUND.
- 2) Provide Urgent Care 7 days a week in the high season from Memorial Day to the 1st Monday in November with preference of 24 hour service, if you can't provide 24/7 service please provide a plan for what services you can provide the Town of West Yellowstone.
- 3) Provide after hours on-call Emergency service from 5:00-8:00pm weekdays and 8:00am-8:00pm on the weekends in the winter months from December 15 to March 15.
- 4) Provide visiting specialists (i.e. OB/GYN, Orthopedic, Cardiologist, Internal Med, Mental Health, Substance Abuse) and/or telemedicine on a normal rotation.
- 5) Provide a Community Outreach Coordinator
- 6) Provide Lab Services at a minimum of CLIA-WAIVED tests in-house.
- 7) Provide Digital X-Ray services
- 8) Coordination with EMS and Life Flight Service
- 9) Provide a Sliding Fee Scale based on family size and income in accordance with Federal Poverty Guidelines. Please state if your Sliding Fee Scale will only be in West Yellowstone or if other providers/specialists you work with will honor the Sliding Fee Scale too.
- 10) Provider will accept Medicaid, Medicare and Healthy Montana Kids assignment.

III. LEASE AND FINANCES

1. The Town will make its clinic facility available at a lease rate of \$100 per month.
2. The Town may provide financial assistance according to a mutually-agreed upon budget for services.

IV. PROPOSAL DOCUMENT INSTRUCTIONS

A. General Requirements

Proposals should be printed on plain white paper and bound with one staple or binder clip.

Proposals should include the following:

1. Title page, including:
 - a. The name, address, and phone number of the agency's contact person
 - b. The name and address of the agency
2. Table of contents
3. A cover letter, including:
 - a. A brief statement as to the proposer's understanding of the work to be performed, the commitment to perform the work, and a statement as to why the agency believes it to be the best qualified to perform the engagement.
 - b. A signature of the person authorized to commit the agency.
4. Body of proposal—see below

B. Body of Proposal

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the agencies seeking to undertake the health care provider services for the Town in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation.

1. The proposal should demonstrate the qualifications of the agency and of the particular staff to be assigned to this engagement.
2. The proposal should include a business plan and budget that addresses all of the points outlined in the request for proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposal.
3. The proposal should address the agency's staffing plans.
4. Licensed in Montana—an affirmative statement should be included indicating that the agency is properly registered/licensed to operate in Montana.
5. Agency Qualifications and Experience—The proposal should state the qualifications of the agency, how many doctors/nurse practitioners/nurses and other staff it employs, and location of other offices from which the agency conducts business. If applicable, the proposal should also discuss how long the agency has been in business and its capabilities to provide emergency, routine, and specialty health care services in a timely fashion.

6. Disclosure—the proposal should disclose whether or not the agency has had any malpractice suits, has lost privileges with a hospital, has been denied or lost any insurance contracts, or has had any formal complaints filed against them with a board of medical examiners and/or board of nursing.

C. Other Expenses

The Town will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.

V. SPECIAL PROGRAMS

A. Contract Period

The Town's contract with the selected health care provider will apply from January 1, 2016 to June 31, 2016, and then from July 1, 2016 to June 31, 2021 (date changes subject to council).

B. Assignability

The selected health care provider cannot transfer any interest or provide for the assignment of health care services with the Town, without the expressed written permission and written consent of the Town Council.

C. Ownership

All proposals and reports become the property of the Town of West Yellowstone upon submission, for use as deemed appropriate.

D. Confidentiality

All proposals, for the purpose of bidding will be kept in strict confidence by the Town of West Yellowstone. The invitees and subsequently selected agency may not issue news releases or other public notification regarding this project without prior approval from the Town Council.

APPENDIX A

After determining that a proposal satisfies the requirements stated in the request for proposal, a comparative assessment of the relative benefits and deficiencies of the proposal in relationship to published evaluation criteria shall be made. The award of a contract resulting from this request for services shall be based on the best proposal received in accordance with the evaluation criteria stated in Appendix B.

After an initial screening process of the RFP, a technical question-and-answer conference or interview may be conducted, if deemed necessary by the Town to clarify or verify the proposer's proposal and to develop a comprehensive assessment of the service.

The Town of West Yellowstone reserves the right to consider historic information and fact, whether gained from the proposer's proposal, question-and-answer conferences, references or any other source, in the evaluation process.

The proposer is cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories and that the Town of West Yellowstone is under no obligation to solicit such information if it is not included with the proposer's proposal. Failure of the proposer to submit such information may cause an adverse impact on the evaluation of the proposer's proposal.

APPENDIX B

PROPOSAL EVALUATION CRITERIA AND RATINGS

- 1. Agency Qualifications - Point Value 25%**
 - a. Experience of organization/agency in providing medical care in rural setting**
 - b. Level of Service- i.e. DO/Physician or mid-level (qualifications of staff)**
 - c. Staffing Plan**
 - d. Experience coordination community resources**
 - e. References/Letters of Support**
- 2. Provision of Services - Point Value 25%**
 - a. Hours of Operation, please be specific with seasonality of community**
 - b. Ability to provide primary care**
 - c. Ability to provide urgent care**
 - d. Ability to provide on-call service**
 - e. Ability to provide digital X-Ray PASS/FAIL**
 - f. Ability to provide lab services PASS/FAIL**
- 3. Ability to Serve Town of West Yellowstone Regardless of Ability to Pay -Point Value 25%**
 - a. Accepts Assignment of Medicare/Medicaid/Healthy Montana Kids PASS/FAIL**
 - b. Offers Sliding Fee Scale PASS/FAIL**
 - c. Ability to Connect Patients to Other Human Services – i.e. home visitation, maternal child health, HRDC, domestic abuse, mental health etc.**
- 4. Budget Proposals -Point Value 25%**

10/30/15
15:30:55

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 11/15

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Report ID: AP100

* ... Over spent expenditure

Claim	Vendor #/Name/ Check Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
41453	2845 Kastig, Kauffman & Mersen, PC	7,241.80					
	10/06/15 legal services	6,980.00		LEGAL	1000 411100	352	101000
	10/06/15 postage/copies	63.56		LEGAL	1000 411100	870	101000
	10/06/15 phone/fax	0.00		LEGAL	1000 411100	345	101000
	10/06/15 travel	198.24		LEGAL	1000 411100	373	101000
41457	2813 Century Link	2,652.26					
	10/19/15 DSL Povah, 646-7982	49.00		POVAH	1000 411255	345	101000
	10/19/15 DLS Police 646-0231	64.00		POLICE	1000 420110	345	101000
	10/19/15 DSL Pub Serv Office 646-7949	64.00		BLDINS	1000 430200	345	101000
	10/19/15 Sewer Treat 646-9027	31.12		STREET	5310 430600	345	101000
	10/19/15 Sewer lift 646-5141	31.84		SEWER	5310 430600	345	101000
	10/19/15 PCC Elevator 646-7481	31.12		POVAH	1000 411255	345	101000
	10/19/15 Centrex Finance - 20%	241.35		FINADM	1000 410510	345	101000
	10/19/15 Centrex, Police-20%	241.35		POLICE	1000 420110	345	101000
	10/19/15 Centrex, Soc Ser -10%	120.68		SOC SER	1000 450135	345	101000
	10/19/15 Centrex, Court - 10%	120.68		COURT	1000 410360	345	101000
	10/19/15 Centrex, Bld Ins - 10%	120.68		BLDINS	1000 430200	345	101000
	10/19/15 Centrex, Street - 10%	120.68		STREET	1000 430200	345	101000
	10/19/15 Centrex, PCC - 10%	120.68		POVAH	1000 411255	345	101000
	10/19/15 Centrex, Lib	120.65		COURT	2220 460100	345	101000
	10/19/15 E911 Viper 646-5170	91.48		E911	2850 420750	345	101000
	10/19/15 E911 255-9710	996.20		E911	2850 420750	345	101000
	10/19/15 E911 255-9712	24.51		E911	2850 420750	345	101000
	10/19/15 Alarm Lines, 646-5185	62.24		TWNHAL	1000 411250	345	101000
41459	42 Fall River Electric	8,262.51					
	10/20/15 UPDH 4212041 elec service	775.05		UPDH	1000 411252	341	101000
	10/20/15 POLICE 4212008 elec service	206.15		POLICE	1000 411258	341	101000
	10/20/15 shop 4212018 elec service	73.58		STREET	1000 430200	341	101000
	10/20/15 ANIMAL 4212029 elec serv	63.70		ANIMAL	1000 440600	341	101000
	10/20/15 PARK 4212032 Elec ser	88.70		PARK	1000 411253	341	101000
	10/20/15 PARK 2901001 elec serv	228.30		PARK	1000 411253	341	101000
	10/20/15 CLORINATOR 4212030 elec serv	45.88		WATER	5210 430500	341	101000
	10/20/15 MAD ADD WATER 4212017	45.66		WATER	5210 430500	341	101000
	10/20/15 PUMP 4212005 elec serv	209.70		WATER	5210 430500	341	101000
	10/20/15 SEWER LIFT STATION 4212006	269.77		SEWER	5310 430600	341	101000
	10/20/15 SEWER PLANT 4212007 elec ser	1,379.73		SEWER	5310 430600	341	101000
	10/20/15 MAD SEWER LIFT 4212014 elec	102.78		SEWER	5310 430600	341	101000
	10/20/15 SEWER TREAT SERV 4212046 ele	2,717.97		SEWER	5310 430600	341	101000
	10/20/15 library 23 dunraven 4212054	123.65		LIBRY	1000 411259	341	101000
	10/20/15 povah comm ctr 4212001	41.00		POVAH	1000 411255	341	101000
	10/20/15 unmetered lights 4212004	1,451.25		STLITE	1000 430263	341	101000
	10/20/15 Town Hall 4212009	403.47		TWNHAL	1000 411250	341	101000
	10/20/15 Ice Rink 421010	36.17		PARKS	1000 411253	341	101000

10/30/15
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Claim Approval List
For the Accounting Period: 11/15

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* ... Over spent expenditure

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41466	2745 bon appetit 12/28/15 subscription renewal	20.00 20.00		LIB	2220 460100	215	101000
41467	951 Barnes & Noble 3120752 10/13/15 books 3121160 10/14/15 books	137.25 123.65 13.60		LIB LIB	2220 460100 2220 460100	215 215	101000 101000
41468	2790 Creative Product Source Inc. CPI054312 10/28/15 wall calendar	237.71 237.71		LIB	2220 460100	398	101000
41469	2537 Balco Uniform Co., Inc. 41375-4 10/28/15 uniforms	927.00 927.00		POLICE	1000 420100	226	101000
41470	2182 Gallatin County 80115 10/23/15 deputy shifts Aug 2015 90115 10/23/15 deputy shifts Sept 2015	6,720.00 4,160.00* 2,560.00*		POLICE POLICE	1000 420100 1000 420100	398 398	101000 101000
41471	999999 APRIL WOLFE 10/28/15 refund Povah deposit	350.00 350.00		POVAH	2210 214001		101000
41472	62 MLEA 8819 10/19/15 training, A. Kearney 8819 10/19/15 training, A. Kearney	416.00 116.00 300.00		POLICE POLICE	1000 420100 1000 420100	370 380	101000 101000
41473	811 Zee Medical Service 161606104 10/22/15 first aid kit	125.00 125.00		TWNHAL	1000 411250	220	101000
41474	2852 Fremont Communications 10/15/15 town hall fiber optic	304.57 304.57		TWNHAL	1000 411250	345	101000
41475	370 Bridger Communications 44228 10/13/15 light bar repair	69.50 69.50		POLICE	1000 420100	361	101000
41476	171 Montana Food Bank Network AOR-1651 08/18/15 commodities AOR-1652 08/18/15 commodities AOR-1919 08/18/15 commodities AOR-2232 09/29/15 commodities AOR-2233 09/29/15 commodities	669.83 62.30 198.62 15.00 17.92 375.99			7010 450135 7010 450135 7010 450135 7010 450135 7010 450135	220 220 220 220 220	101000 101000 101000 101000 101000
41477	489 MSE ANALYTICAL LABORATORY 1505092 05/22/15 water samples	198.00 198.00		WATER	5210 430500	357	101000

10/30/15
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Claim	Vendor #/Name/ Check Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
41478	1079 Assoc. of Montana Troopers	150.00					
	3787 10/16/15 6 legislative guide books	150.00		POLICE	1000 420100	220	101000
41479	2645 Nansi Cisneros	126.00					
	10/18/15 reimb meals, Helena	126.00		911	2850 420750	370	101000
41480	1934 Brenda Martin	126.00					
	10/18/15 reimb meals, Helena	126.00		911	2850 420750	370	101000
41482	2823 STAPLES Credit Plan	1,674.17					
	10/12/15 corner desk	248.99		DISPAT	1000 420160	212	101000
	10/12/15 supplies	290.16		LIBRAR	2220 460100	220	101000
	10/12/15 supplies	34.07		JAIL	1000 420230	220	101000
	10/12/15 supplies	11.66		DISPAT	1000 420160	220	101000
	10/12/15 supplies	389.30		SOCSEER	1000 450135	220	101000
	10/12/15 supplies	699.99		SOCSEER	1000 450135	212	101000
41483	2481 Platt	553.11					
	09/25/15 outstanding credit	-154.22			1000 411250	366	101000
	H866850 10/15/15 electrical supplies	662.01		TWNHAL	1000 411250	366	101000
	H866070 10/09/15 electrical supplies	45.32		PARKS	1000 460430	220	101000
41484	2601 Chemnet Consortium, Inc.	35.00					
	85097 10/26/15 lab services	35.00		ADMIN	1000 410210	351	101000
41485	254 Firehole Fill Up/Economart	30.00					
	011714/02 09/04/15 help fund voucher	30.00		HELP	7010 450135	220	101000
41486	2654 Community Health Partners	10.00					
	10/22/15 help fund visit	10.00		HELP	7010 450135	220	101000
41487	2764 HD Supply Waterworks, Ltd.	3,899.00					
	E619589 10/21/15 locator	3,299.00*		SEWER	5310 430600	369	101000
	E574881 10/21/15 man hole covers	600.00*		SEWER	5310 430600	369	101000
41488	471 Northwest Pipe Fittings, Inc.	254.06					
	3546685 10/20/15 measuring chamber	247.86		WATER	5210 430590	251	101000
	3546684 10/20/15 gaskets	6.20		WATER	5210 430590	251	101000
41489	1031 Murdoch's Ranch & Home Supply	723.95					
	504750 10/22/15 tools	723.95		STREET	1000 430200	220	101000
	# of Claims	26	Total:				35,912.72

WEST YELLOWSTONE TOWN COUNCIL
Town Council Meeting & Work Session
October 20, 2015

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

OTHERS PRESENT: Finance Director Lanie Gospodarek, Public Services Superintendent James Patterson, Chief of Police Scott Newell, Social Services Director Kathi Arnado, Helene Righenour, Janae and Josh Van Leeuwen, Nansi Cisneros, Head Dispatcher Brenda Martin, Ryan Barker-Forsgren Associates, Melinda Hardy, Quinn Hardy, Sabrah Van Leeuwen, Jeff Kadlec-Yellowstone Airport Manager, Michele DesRochers, Doc & Mrs. Decontour, Tom Cherhoniak, Pierre Martineau, John Greve-MAP Fund, Travis & Katrina Mann, Jeremy Weber-WY News, Gallatin County Sheriff Deputy Matt Stubblefield, MT Highway Patrol Officer Marcus Cook

The meeting is called to order by Mayor Brad Schmier at 7:00 PM in the West Yellowstone Town Hall, 440 Yellowstone Avenue, West Yellowstone, Montana.

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

ACTION TAKEN

- 1) Motion carried to approve Purchase Order #6731 to American Welding & Gas to purchase a sand spreader for \$7949.00. (Johnson, Forsythe)
- 2) Motion carried to approve the Treasurer's Report and Securities Report for September 2015. (Forsythe, Costello)
- 3) Motion carried to approve the claims which total \$427,832.03. (Forsythe, Parker) Schmier abstains from claim #41408, Forsythe abstains from #41429 and #41430.
- 4) Motion carried to approve the Consent Agenda, which includes the minutes of the September 29, 2015 Town Council Meeting with the noted correction that Cole Parker was not present. (Parker, Costello)
- 5) Motion carried to approve and sign the engineering agreement with The Dyer Group. (Johnson, Costello) Forsythe and Parker are opposed, motion passes.
- 6) Motion carried to approve the Marketing and Promotions Fund Award Recommendation to Wild Bill Productions, LLC for \$17,000 for Wild Bill Days 2016. (Johnson, Costello)
- 7) Motion carried to appoint Norma Salinas to the Health Care Advisory Board for a term of four years. (Johnson, Forsythe)
- 8) Motion carried to approve the Health Care Services Agreement Lease Clarification. (Johnson, Parker)
- 9) Motion carried to approve the Town Attorney Fee Agreement with Kasting, Kauffman & Mersen, P.C. (Costello, Forsythe)

Public Comment Period

No public comment is received.

Council Comments

Council Member Cole Parker mentions a letter in today's Bozeman Chronicle from a local resident that suggests that record visitation numbers is not good for Yellowstone Park. Parker disagrees with the letter and says he thinks the Town should welcome many more and work towards development and expansion of the Town.

Forsythe says the improved shoulders on the streets in the Madison Addition look great and should preserve those roads for several years. Costello asks when the boards at the ice skating rink will go up and Patterson responds they will be put up next week.

Chief of Police Scott Newell says that at the last meeting there was a request to implement an ordinance that prohibits drones but he says that there is currently a law that prohibits drones within five miles of an airport without authorization. Jeff Kadlec says they really don't have authority to prohibit such drones if they fly under 400 feet, but that they are just required to notify them. He says the FAA is somewhat behind the curve on the technology.

DISCUSSION

- 5) Mayor Schmier explains that after multiple consultations between Dyer, Town Attorney Jane Mersen, Mayor Schmier, and Patterson, they have finalized the engineering agreement. Mayor Schmier points out that they originally discussed a two-year agreement but the agreement in front of them is for three years. Dyer points out that this is a non-exclusive agreement and the Town may hire other professionals as it may see fit. He says the agreement may be renewed on consent of the Town but cancelled upon 30 days notice. He also notes that the Town owns documents but any use beyond intended purpose will be without liability to the Engineer. Greg Forsythe says that he believes it is time to put out a new RFP for engineering services and would prefer a one-year agreement and then the release of an RFP after a new manager is hired. Schmier also comments that he thought they had agreed to a two-year term and was surprised to see a three-year term in the agreement. Patterson says that he has reviewed the agreement and believes it allows the Town to do whatever it wants and can hire outside consultants. He says he doesn't think it matters if it is a one-year, two, or three year agreement. Town Clerk Liz Roos points out that releasing an engineering RFP is a time-consuming and expensive process and does not recommend putting that on the new manager anytime soon after that person is hired.
- 8) There is brief discussion among the Council about whether the agreement extends the current agreement or just clarifies the language and the Council confirms it is just a clarification.
- 9) Mayor Schmier explains that the Town Attorney Fee Agreement is essentially the same as the one approved by the Town two years ago with the removal of Kent Kasting as he has retired.
- A) **Advisory Board Reports:** Parker reports that the **Health Care Advisory Board** met last week, is recommending the appointment of a new member later this evening and is ready to present their final recommendation to the Town Council on the health care Request for Proposals (RFP) process. Once they get that put together they want to meet with the Town Council to discuss the recommendation. Patterson reports that the **Planning Board** met last night and is almost finished with the Growth Policy, which they anticipate bringing before the Town Council in November.

- B) **Operations Manager and Department Head Reports:** Public Services Superintendent James Patterson reports that his department is getting ready for winter. They are picking up trash cans and working on equipment. Mayor Schmier asks if he is satisfied with the slurry seal project. He says that he is, there are some spots that are rougher than he would like but they expect it to smooth out once it gets warm. Social Services Director Kathi Arnado reports that as the season winds down a lot of people are seeking assistance for unemployment. They do not have many jobs open right now and one of the freezers in the Food Bank is not staying cold enough so they are going to have it serviced this week. Finance Director Lanie Gospodarek reports that they have been working on the Operations Manager recruitment process, sewer inventory, balancing, audits, bargaining with the Police Department, financing for the 80 acres purchase, and 911 funding through Gallatin County. Chief of Police Scott Newell reports that the police department has been very busy and mentions that they have had a couple unattended deaths, trouble with the 2011 Ford Expedition, there will be a parade later tonight for the Junior High football team, they are advertising for a new dispatcher, recruiting for a police officer through the Montana consortium, and they are working with Morrison Mairele to set up a server and more functional dispatch center. Operations Manager and Mayor Brad Schmier mentions multiple outstanding issues the staff and Council are working on.

Mayor Schmier administers the oath of office for Sabrah Van Leeuwen as a police officer for the Town of West Yellowstone.

Engineering Report: Town Engineer Dick Dyer reports on a multiple engineering issues. He reports that the spring at Whiskey Springs has recovered and is now flowing over weir in the spring box. He says that the ability of the Town to approve additional large users is questionable due to uncertainty of water supply. He says that they need to consider expanding water supply for growth, additional wells, and fluoride reduction. He recommends taking steps to examine the alternatives and authorize the Town Engineer to work with the Public Services Superintendent to conduct a preliminary planning study to determine the best approach, estimated to cost \$8,000 to \$10,000. The Council asks multiple questions about how to increase water supply for the Town. Dyer describes the need to expand the IP beds (infiltration/percolation) to provide more capacity for discharge or treated effluent. He explains that the current groundwater study is now being completed and it will require additional investigation and they must make a formal detailed application for a land application discharge permit from DEQ before expansion can be obtained. This process will cost approximately \$60,000. The group briefly discusses amending the budget to fund this process. Patterson recommends against waiting until the next budget cycle so they may actually have the permit by then and can start constructing new beds. Dyer also describes his experience in community planning, working with developers, and encourages the Council to approach the development of the 80 acres on a pro-active basis. Patterson says he would like approval from the Council to start inviting Dyer to attend Planning Board meetings to assist the board with the growth police and looking ahead. The Council indicates that would be acceptable and Finance Director Lanie Gospodarek explains that they do budget money annually for general engineering in the General Fund.

- C) The Council briefly discusses the Resort Tax Ordinance and whether it needs to be revisited, specifically in regards to groups that may be exempt from collecting the tax. The Council agrees to schedule a meeting to discuss the ordinance and also considers limiting the amount of public comment so the Council will have time to discuss it as well.
- D) The Council discusses the recent appraisal of the sewer lagoon property and how to proceed with the negotiation of the lease payment with the Aeronautics Division. Jeff Kadlec, Manager for the Yellowstone Airport explains that the appraisal has been sent to the State Certified Appraiser who will review the appraisal. The group agrees that they need to schedule a meeting with the Aeronautics Division.

The meeting is adjourned. (9:00 PM)

WEST YELLOWSTONE TOWN COUNCIL

Work Session October 27, 2015

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

OTHERS PRESENT: Chief of Police Scott Newell, Finance Director Lanie Gospodarek, Social Services Director Kathy Arnado, Tom Cherhoniak, Head Dispatcher Brenda Martin, Ryan Barker-Forsgren & Associates, Jessie Vincent-Health Services Advisory Board member, Moira Dow-WYSEF Director

The meeting was held at 1:00 PM in the Town Hall Council Chambers.

Public Comment Period

No public comment is received.

Council Comments

Mayor Schmier says that they need to discuss the format of the interviews for Town Operations Manager. They are going to conduct eight interviews tomorrow by Skype (video-conferencing). The Council agrees to discuss this some more at the end of the work session.

DISCUSSION

- A) Mayor Brad Schmier explains that the first topic of discussion is a Request for Proposals (RFP) for a Health Care Services Provider. The Health Care Services Advisory Board has put together a draft RFP that they are recommending the Town release. Council Member Cole Parker serves on the advisory board and briefly describes the process the board followed to put together this draft. The Council discusses a timeline for releasing the RFP and accepting proposals. They consider how long they should allow for entities to respond and also consider an initial outreach to determine if any of the entities are interested in responding. They also discuss advertising and contacting all providers within a 250 mile radius. The Council agrees they should make an outreach effort prior to actually accepting proposals. Mayor Schmier suggests having the entities that respond come and make a presentation to the Council and the community. They tentatively agree to allow themselves up to 60 days to review responses and to release the RFP by December 1, 2015. Proposals will be due by March 1, 2016 and the contract terms will be from January 1, 2017 through December 31, 2021. The Council discusses the standards and requirements that will be expected to be included in the proposals. The Council discusses subcontractors as opposed to recruiting specialists. The Council discusses the level of care that should be required as well as minimum hours of operation. The group agrees that the Town expects coverage five days a week between the hours of 8 AM and 5 PM, year round with expanded hours during the summer. The Council works through the remainder of the document and makes minor changes. The Council agrees that the Town Attorney will need to review and approve the document before it can be released. The Council discusses the evaluation criteria and ratings and considers how required components as opposed to preferred components. They consider which services are most important and how the value of each component should be determined. The Council members independently work on Appendix B and they will meet again to determine how each service should be valued. Mayor Schmier asks the Council members to also consider who will be the point of contact for the Town for the RFP and who will evaluate the proposals. The Council agrees to meet again on this topic next week.
- B) The next item of discussion is funding through Gallatin County for the Town's 911 Center. Chief of Police Scott Newell explains that the Town entered into a contract with the County in 2008 which provides a 9 mill levy tax for support of the 911 Center. The contract defines the total taxable valuation as the sum of the West Yellowstone and Hebgen Basin Fire District taxable valuations. He explains that the mill valuation for the Town and Hebgen Basin have changed, but the payments to the Town from Gallatin County have not changed. Town Attorney Jane Mersen has agreed with Newell and Finance Director Lanie Gospodarek that the County owes the Town \$442,725. County Administrator Jim Doar agrees that the 911 payments should have been reflective of the

changing mill valuation since the contract was signed in 2008. However, he contends that when Hebgen Basin Fire annexed the Town in 2008, the Hebgen Basin Fire mill valuation now includes the West Yellowstone mill valuation and that this calculation was counted twice. Gospodarek points out that they do believe that the County has collected the money and was collected from the taxpayers twice, it is just the distribution of that money that is in question. She says that if the County is not going to forward the money to the Town, it should return the money to the taxpayers. The Council agrees that they should hold their position and a meeting will be scheduled with the County to discuss the topic.

- C) The Council discusses the Resort Tax Ordinance, specifically how it applies to non-profit entities. Mayor Schmier says this topic has been discussed at length in the past and he thinks they need to establish a mechanism to allow exemptions. He says that it appears they agree that they don't need to tax the school or any school-related activities. He suggests that they create a process for non-profit organizations to apply for an exemption. Johnson agrees and says he first wants to know if they can legally require the school or a church to even collect the tax. He suggests establishing criteria for organizations or specific events and that if they adequately comply then that activity is exempt. Johnson shares four examples of criteria such as affiliated with the school or church, donating proceeds back to the community, the event is a fund-raiser, or proceeds go directly to the cause. Forsythe also suggests making an exception where the entrance fee is set by a national organization. Costello questions whether an event that pays salaries, hires groomers, etc. can really be considered a fund-raiser. Johnson also asks if someone profits from an event, should that be exempt. The group considers how applications should be considered, whether by event or organization, and application deadlines. After further discussion, Johnson offers to put together a list by January 1, 2016 that includes criteria that would establish whether an event is exempt. WYSEF Director Moira Dow asks for clarification about upcoming events and whether the tax should be collected. It is determined that at this point, the only avenue for not requiring the collection of the tax on upcoming events would be through a variance.

The meeting is adjourned. (3:30 PM)

Mayor

ATTEST:

Town Clerk

Town of West Yellowstone Business License Application

Business Name: A Clean Experience
Applicant: Jillian Cree
Contact Person: Jillian Cree
Mailing Address: P.O. BOX 2764
Physical Address of Business: 226 Madison Ave. #4
Phone Number: 406-640-1386 Fax Number: none
Email Address: acleanexperiencemontana@gmail.com Website: none
Signature of Property Owner of Record: N/A

Subdivision: _____
Block: _____ Lot: _____

Zoning District, please mark one: N/A

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

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

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

House and office cleaning - apartment and rental property cleaning.

Business License Fee: \$ 50.00

Resort Tax Bond: \$ _____

Jillian Cree
Signature of Applicant

Total Amount Due: \$ 50.00/100

Signature of Applicant

10-22-15
Date

FOR OFFICE USE ONLY

Date Approved by Town Council: _____

Date 10/22/15 Check # _____ Amount \$ 50.00/100 License # Local

SCN _____ BLP _____ STX _____ BLC _____ RDX _____

Town of West Yellowstone Business License Application

Business Name: Rugged Solutions
Applicant: Ritchie Howe
Contact Person: Ritchie Howe
Mailing Address: PO Box 1849 West Yellowstone MT 59958
Physical Address of Business: 29 Geyser St.
Phone Number: 406 640 2193 Fax Number: _____
Email Address: _____ Website: _____

Signature of Property Owner of Record: N/A

Subdivision: N/A
Block: _____ Lot: _____

Zoning District, please mark one:

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

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

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

Snow plowing

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

[Signature]
Signature of Applicant

Signature of Applicant

Date

FOR OFFICE USE ONLY

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

**AMENDED INTERLOCAL AGREEMENT BETWEEN
THE TOWN OF WEST YELLOWSTONE
AND THE HEBGEN BASIN FIRE DISTRICT OF GALLATIN COUNTY**

Dated: _____

This Amended Interlocal Agreement ("Agreement") is entered by and between the following participating political subdivisions of the State of Montana: Town of West Yellowstone (the Town) and the Hebgen Basin Fire District (the District), both of which are in Gallatin County. This Agreement supersedes all previous agreements and amended agreements between the Town of West Yellowstone and the Hebgen Basin Fire District.

1) **PURPOSE:** The purpose of this Amended Interlocal Agreement is to make the most efficient use of the available resources such as personnel, apparatus, equipment, real property, operation or administrative functions, and facilities in order to meet the current and future needs of the participating agencies and the communities they serve.

This Agreement amends the "Revised and Consolidated Interlocal Agreement between the Town of West Yellowstone and the Hebgen Basin Fire District of Gallatin County," dated 11/9/2010. The terms and conditions contained in this Agreement are necessary to recognize the District's purchase, as personal property, of Fire Station One ("Fire Station") from the Town and the Town's Lease to the District of the land on which the Fire Station is situated. Purchase price for the building is \$533,000.00 which will be paid with a \$100,000.00 down payment due and payable on 1/1/2016 by the District to the Town. The remaining balance shall be paid according to the schedule spelled out in **Addendum A** (attached), and as it may be amended pursuant to Section 5, by offsetting what is owed from the District to the Town for the building by what the Town owes to the District for services. The Town shall hold the Bill of Sale for the Fire Station, until the final payment has been made in Year 4. Attached at **Addendum B**. Further, the Town and the District agree that the Town shall lease the real property on which the building is located to the District for \$100.00 per year. The Lease is attached hereto as **Addendum C**, hereinafter referred to as the "Lease Agreement."

2) **GENERALLY:** The District shall be solely responsible for the provision of services set forth in Section 7-33-2105, MCA, including fire protection, fire suppression, fire prevention and emergency medical services

("Services") within the boundaries of the district. The District shall provide a generally uniform level of service throughout the District to the extent that geographic limitations will allow, including within the boundaries of the Town, and shall in no event generally provide a lesser level of service within the Town's boundaries than outside such boundaries. The parties understand and agree that nothing in this Agreement shall preclude the District from equipping and staffing fire stations in addition to the existing Fire Station.

3) TERM OF AGREEMENT: The District agrees to provide Services within the boundaries of the Town for a period of twenty (20) years from the execution of this Agreement. The District shall provide the Services unless terminated sooner as provided by this section:

a. Any party may serve a Notice of Intention to Terminate, either personally or by certified mail, return-receipt requested, that it will stop participating in the Agreement two years after providing notice of intent to withdraw to the other party. Notice of intent to withdraw by the Town shall also be provided to the Board of County Commissioners. In addition, if, upon majority vote of the governing bodies of both parties that extraordinary circumstances exist, then this Agreement may be terminated at the end of any fiscal year.

b. If this Agreement is not terminated on _____ (twenty years from the date of execution) or earlier as provided in Section 3 (a) then this Agreement shall automatically renew for successive ten (10) year terms beginning at the end of the initial 20 year term.

4) ORGANIZATION: No joint board nor separate legal entity is created by this agreement at this time.

5) FINANCING AND BUDGETING:

a. Each party shall annually, prior to the date of the approval of its budget, appoint one representative to a committee. The purpose of the committee is to provide communication amongst the parties regarding use and amount of funding contributed by the Town. The committee shall meet as decided by the members of the committee.

b. Payments by the Town. The Town agrees to pay to the District starting on July 1, 2015, the sum of \$530,000 for the first year of this Agreement. Payments shall be made monthly with twelve equal monthly payments. Beginning with fiscal year 2016-2017 and continuing for the next nine years, the payment shall increase annually by an amount

equal to 1-1/2% (one and one-half percent) of the previous year's payment. (For example: FY16-17 payment would be \$537,950 and FY 17-18 payment would be \$546,019, and so on) This payment schedule shall be re-assessed at the end of every ten years to make sure it is still acceptable to both parties.

~~Built into the payment schedule shall be two up and/or down "triggers": 1) If at any time, from one year to the next, the Resort Tax collections by the Town decrease below the average Resort Tax collected during the previous five years, the built in annual increase of 1 1/2% shall be postponed and re-calculated the following year. 2) If the District experiences a significant increase in District demands for their services, the parties may agree to increase the built-in annual increase of 1-1/2 % upon request by the members of the committee mentioned in Section 5(a) above. The payment schedule included as **Addendum A** may be amended as necessary to accommodate for the occurrence of either trigger identified in this section.~~

Built into the payment schedule shall be up and/or down "triggers". The calculations shall be as follows: On the Anniversary date of this Agreement, the Financial Administrator ("F.A.") for the Town shall calculate Resort Tax ("R.T.") collections by the Town for the past five (5) years and further, shall calculate whether the R.T. collections increased annually or decreased annually from one year to the next. Then the F.A. shall determine whether the R.T. collected for the current year (year end on Anniversary date) is an increase or decrease compared to the average of the previous five years. If it is an increase, the 1 ½ % increase as shown on **Attachment "A"** for the following year shall apply. If the R.T. collection for the current year is less than the previous years' five year average, the 1½% increase shall not apply and the payment by the Town to the District shall remain the same as the prior year. If the District experiences a significant increase in demand for its services, the parties may agree to increase the built-in annual increase of 1½% upon request by the members of the committee mentioned in Section 5(a) above. The payment schedule included as Attachment A may be amended as necessary to accommodate the occurrence of either trigger identified in this paragraph 5(B).

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6) ADMINISTRATION: The District shall employ a Fire Chief and other staff required for the proper operation of the District. The Fire Chief and other officers shall be directly responsible to the Board of Trustees of the District. The Board of the District shall have the responsibility of assuring that the Services which are specified in this Agreement or are mandated by law are fulfilled.

a. The District shall be responsible for any payments or reports of retirement system contributions pursuant to Section 19-2-506, MCA, if any.

b. Indemnification. Each of the parties to this agreement shall indemnify and hold harmless the other party from any and all liability, loss or damage which a party may suffer as a result of claims, demands, costs, or judgments arising against it from the negligence or wrongful act of the other party. The party seeking indemnification under this agreement shall notify, in writing, the other party within 14 days of any claim made against the party seeking indemnification.

7) PROPERTY:

a. Use of hydrants and water. For the duration of this Agreement, the Town agrees to allow the District to utilize Town fire hydrants and water for the provision of Services and for bona fide training. The Town shall be responsible for the maintenance (including snow removal) and repair of the Town's fire hydrants. The District will be responsible for annual hydrant flow testing and inspection and, time permitting, will assist with maintenance (including snow removal) and repair of the Town's fire hydrants. Hydrant flow testing and inspection records will be turned over to the Public Services Superintendent on _____, of each year.

b. Apparatus and Equipment. This Agreement recognizes the Town's prior conveyance and transfer to the District of the Town's entire interest in any and all fire, medical and other emergency apparatus, including, without limitation, all ambulances, fire engines, fire vehicles, trailers, and other fire-fighting and emergency equipment, computers, telephones, radios, and other miscellaneous items.

c. Insurance. The Town will insure the land on which the Fire Station is situated, which land is generally located at 10 South Faithful Street, West Yellowstone, Montana, and further described in the Lease Agreement. The District shall maintain comprehensive general liability insurance coverage, naming the Town as an additional insured, with such limits and provisions as are required by the Montana Municipal Insurance Authority (MMIA). The Town shall notify the District, in writing, of any changes to the limits and provisions required by the MMIA. In addition to the CGL policy, the District shall insure all personal property, apparatus and equipment identified in (b) above, and any other buildings or improvements located on the land identified in this Agreement.

d. Cooperation. The parties agree and acknowledge that it is for the mutual benefit of the Town, the District and the public interest that they coordinate efforts in performing repairs and maintenance on real and personal property. The parties further acknowledge and agree that such coordination may include the use of equipment, machinery, and tools owned by the other party. Any liability for damage caused to equipment, machinery, and tools owned by the other party will be assumed by the owner of the equipment, machinery, or tool. Any maintenance, repairs or improvements to the building shall be the sole responsibility of the District. The cost of routine maintenance, repair, and replacement will remain with the party that owns the piece of equipment, machinery, or tool.

8) FIRE INSPECTIONS: The District is responsible for fire inspections within the corporate boundaries of the town as provided in Section 50-61-114, MCA.

9) DISPATCH SERVICES. The Town shall provide dispatch services for the District.

10) METHOD OF PARTIAL OR COMPLETE TERMINATION. The permissible method for accomplishing a partial or complete termination of this Agreement is set forth in Section 3 above.

11) DISPOSAL OF PROPERTY UPON TERMINATION. The disposing of real and personal property at termination of this Agreement shall be made as follows:

If the District chooses to vacate and sell Station One at any time during the term of this Agreement, the District agrees that the Town shall have the first right of refusal to purchase said building for the same dollar amount (\$533,000.00) that the District paid to the Town in purchasing the building in fiscal 2015-16.

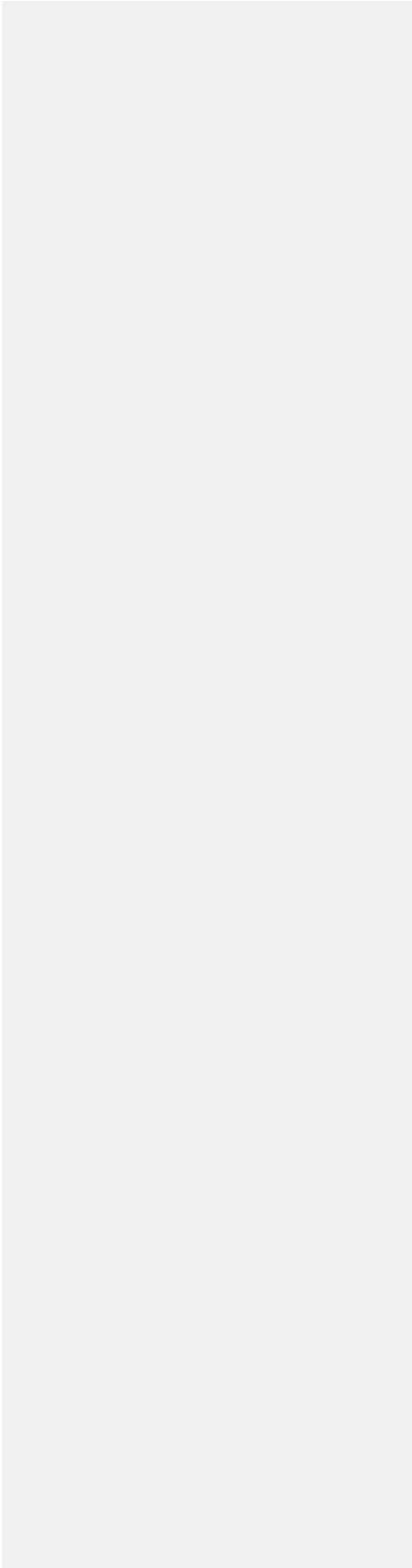
File with Secretary of State and Gallatin County Clerk and Recorder.

Robert Godwin, Chairman
Hebgen Basin Fire District Board of Directors

Date

Brad Schmier, Mayor
Town of West Yellowstone, MT

Date



Purchase price of building	=	\$533,000
Down payment	=	<u>100,000</u>

Debt by District to Town	=	\$433,000
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Debt forgiveness annually:

Year #1	=	\$ 57,000
Year #2	=	89,494
Year #3	=	124,656
Year #4	=	<u>162,675</u>

\$433,825

At the end of year #4, the complete debt is paid off

Payment by Town to the District w/ 1.5% annual increase:

	<u>New PMT</u>	<u>Projected Pmt</u>	<u>Difference</u>
Year #1	\$530,000	\$587,000	\$ 57,000
Year #2	537,950	627,444	89,494
Year #3	546,019	670,675	124,656
Year #4	554,209	716,884	162,675
Year #5	562,522	766,278	203,756
Year #6	570,960	819,074	248,114
Year #7	579,525	875,074	295,549
Year #8	588,218	935,830	347,612
Year #9	597,041	1,000,309	403,268
Year #10	605,996	1,069,230	463,234

BILL OF SALE

In consideration of valuable and adequate consideration in the sum of \$533,000.00, the receipt of which will be acknowledged as payments are made pursuant to an Interlocal Agreement of the same date as this Bill of Sale , the TOWN OF WEST YELLOWSTONE (“Seller”), a Montana Municipal Corporation, does hereby sell and deliver to the HEBGEN BASIN FIRE DISTRICT, a political subdivision of the State of Montana, the improvement shown and identified on Exhibit A as “Fire Station One,” which exhibit is attached hereto and by this reference incorporated herein, and more particularly described as follows (the “Improvement”):

Fire Station One (aka the Emergency Medical Services building), an improvement located on a parcel of land in the Town of West Yellowstone, legally described as Section 34, Township 13 South, Range 5 East, P.M.M., Gallatin County, Montana (Deed Reference: 89 Film 3122), and more commonly known as 10 S. Faithful Street, West Yellowstone, Montana.

Specifically, Fire Station One is an improvement located on real property that is circumscribed by lines running as follows: beginning at the origin point located 30 feet west of the back of the west-side curb of Faithful Street and 30 feet south from the back of the south-side curb of Yellowstone Avenue; then measuring west, a distance of 80 feet to a point 120 feet west of the back of the west-side curb of Faithful Street and 30 feet from the back of the south-side curb of Yellowstone Avenue; then measuring south 80 feet to a point 110 feet from the back of the south-side curb of Yellowstone Avenue; then measuring east 80 feet to a point 30 feet west of the west-side curb of Faithful Street; then measuring north 80 feet returning to the origin point, and comprising an area measuring approximately 6,400 square feet.

The Seller covenants that (1) it is the lawful owner of the Improvement; (2) the Improvement is free of all mortgages, security interests, liens, and all other encumbrances; (3) it has the full right and authority to sell and transfer the Improvement; and (4) it will warrant and defend the title of the Improvement against any and all claims and demands of all persons.

DATED this _____ day of _____, 2015.

TOWN OF WEST YELLOWSTONE

Brad Schmier, Mayor

STATE OF MONTANA)
 : ss.
County of Gallatin)

This instrument was acknowledged before me on the ___ day of _____,
2015, by Brad Schmier, Mayor of the Town of West Yellowstone.

(seal)

Notary Public for the State of _____
Residing at _____
My Commission Expires: _____

RESOLUTION NO. ____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WEST YELLOWSTONE, MONTANA, TO SELL MUNICIPAL PROPERTY COMMONLY KNOWN AS FIRE STATION ONE, IN ACCORDANCE WITH SECTION 7-8-4201, MCA:

BE IT RESOLVED by the Town Council of the Town of West Yellowstone, Montana, that the Town has been approached by the Hebgen Basin Fire District, the (“District”) with an offer to purchase the EMS building located at ____ Yellowstone Avenue, in West Yellowstone, Montana which is currently owned by the Town; and

WHEREAS: The District desires to purchase and the Town desires to sell the building, described below as “Improvements” to the District pursuant to the terms set out in a proposed Amended Interlocal Agreement Between the Town of West Yellowstone and the Hebgen Basin Fire District of Gallatin County attached hereto as **Addendum A**; and

WHEREAS: The property is legally described as:

Land: The Land subject to this lease is shown outlined by a dotted/dashed line on Exhibit A and is further described as a parcel of land located in the Town of West Yellowstone, Section 34, Township 13 South, Range 5 East, P.M.M, Gallatin County, Montana (Deed Reference: 89 Film 3122). Specifically, the leased parcel is circumscribed by lines running as follows: Starting at a point which is the absolute north-east corner of Fire Station One and then 30 feet north and 30 feet east to the origin point for this description; ; then measuring west, along the back of the south-side curb of Yellowstone Avenue, a distance of 120 feet west to a point 120 feet west of the back of the west-side curb of Faithful Street; then measuring south 170 feet to a point 170 feet from the back of the south-side curb of Yellowstone Avenue; then measuring east 120 feet to the back-side curb on the west side of Faithful Street; then measuring north 170 feet returning to the origin point, and comprising an area measuring approximately 21,400 square feet.

The building is described as:

Improvements: All buildings, installations, structures, and other improvements now located on the Land, or hereafter erected on the Land by Lessee, including the Fire Station, together with all fixtures now or in the future installed or erected in or upon the Land, (including boilers, equipment, machinery, pipes, conduit, wiring, septic systems, wells, heating, ventilation and air-conditioning systems; and

WHEREAS:, the Town ordered an appraisal of the Improvements on the Land and the opinion of the appraiser was that the Improvements had a fair market value of \$533,000.00; and

WHEREAS:, the Town Council of the Town of West Yellowstone believes that selling the Improvements on the Land at fair market value is in the best interests of the citizens of the Town of West Yellowstone; and

WHEREAS:, the Town Council would lease the Land back to the District on an annual basis pursuant to the terms of a Lease, a draft of which is attached hereto as **Addendum B**; and

WHEREAS, the Town Council considered this resolution in accordance with Section 7-8-4201, MCA, at a regular meeting of the Town Council, duly noticed and held on November _____, 2015;

NOW THEREFORE, BE IT RESOLVED:

That a two thirds majority of the Town Council of the Town of West Yellowstone voted in favor of selling the Improvements to the District in the belief that it is in the best interests of the health, safety and welfare, of the citizens of the Town that it sell the Improvements to the District for the appraised value pursuant to the terms of the attached proposed Amended Interlocal Agreement, and that it enter into the attached proposed Lease Agreement, pending approval of the Interlocal Agreement by the Gallatin County Commission.

DATED this _____ day of _____, 2015.

Brad Schmier
Mayor

ATTEST:

Elizabeth Roos
Town Clerk

LEASE

This Lease is made, entered into, and made effective this [redacted] day of [redacted], 2015, by and between the Town of West Yellowstone, a Montana Municipal Corporation, hereinafter called "Lessor," and the Hebgen Basin Fire District, a political subdivision of the State of Montana, through its Board of Trustees, hereinafter called "Lessee," collectively referred to as "the Parties."

WHEREAS, Lessor is the owner of certain land in West Yellowstone, Montana, described as a rectangular tract of land and set forth and shown on Exhibit A as outlined by the bold dashed line, which exhibit is attached hereto and by this reference incorporated herein, and more particularly described below ("the Land");

WHEREAS, Lessee owns as personal property the building located on the Land, which building has an address of 10 S. Faithful Street, West Yellowstone, Montana, and is known as Fire Station One (aka the Emergency Response Services building), which it uses to provide firefighting and emergency response services to residents in the Hebgen Basin Fire District;

WHEREAS, Fire Station One ("Fire Station") is located and situated directly on a portion of the Land as set forth on Exhibit A ;

WHEREAS, pursuant to § 7-33-2105, Montana Code Annotated, the Trustees of the Hebgen Basin Fire District have the authority and duty to provide adequate and standard firefighting and emergency response facilities, including real property, for the protection of the Fire District;

WHEREAS, Lessee desires to lease the Land from Lessor to utilize the Land in connection with the Fire Station;

WHEREAS, the Parties intend Lessee's lease of the Land to be independent of and separate from its ownership of the Fire Station, and that nothing in this lease shall affect or impair Lessee's ownership of the Fire Station or Lessor's ownership of the Land on which the Fire Station is located;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. **Definitions: Land, Improvements and Premises.** The following terms as used in this Lease and all amendments and renewals thereto are set forth below:
 - a. **Land:** The Land subject to this lease is shown outlined by a dotted/dashed line on Exhibit A and is further described as a parcel of land located in the Town of West

including reasonable attorneys' fees, penalties, interest, fines, judgment amounts, fees, and damages, of whatever kind or nature.

11. **Lessee's Assignment and Sublease.** Lessee shall not assign all or a portion of its interest in this lease or sublease any portion of the Premises without the prior written consent of the Lessor, which shall not be unreasonably withheld. At Lessor's option, Lessor may require the execution of a new lease between Lessor and an approved assignee, sub-lessee or purchaser. Regardless of Lessor's consent, any assignment or sublease shall not be effective without the express written assumption by the new Lessees, assignee, or sub lessee of all terms, conditions and obligations of this Lease. Further, in the event Lessee assigns this Agreement or subleases the Premises, Lessee shall remain responsible for all obligations hereunder, unless specifically released by Lessor.
12. **Default.** If Lessee defaults in the payment of rent and fails to pay it within FIVE (5) DAYS after written notice of the amount of rent owing; or if Lessee defaults in the performance of any other term or condition of this Lease and fails to correct such default within the time specifically described by this Lease, or within TEN (10) DAYS if no time is prescribed, after written notice from Lessor describing the default; then Lessee will be considered to have breached this Lease. In that event, Lessor has the right, besides other rights and remedies Lessor may have, to:
 - a. Terminate the lease, such termination to be effective TEN (10) DAYS following the date that a written notice of intention to terminate is sent to Lessee. Should Lessor at any time so elect to terminate this Lease, such termination does not release Lessee from performance under the Lease and, in addition to any other remedies it may have, Lessor may recover from Lessee all damages incurred by Lessor by reason of such breach, including the cost of recovering the Premises, and the difference, if any, between the rent and all other payments that would have been due Lessor for the remainder of this Lease and the payments Lessor actually receives from any reletting of the Premises for the remainder of the term of this Lease;
 - b. Failure of Lessor to declare this Lease Agreement terminated upon the default of Lessee for any of the reasons set out does not operate to bar or destroy the right of Lessor to terminate this Lease Agreement for any subsequent violation of its terms.
 - c. Lessor shall have at all times a lien for all rentals and other sums of money becoming due hereunder from Lessee on all goods, wares, equipment, apparatus, furniture, and other personal property, but excluding all Improvements, situated on the Demised Premises. The lien hereby granted may be foreclosed in the manner provided by law for foreclosure of chattel mortgages or in any other form provided by law. The statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto.
 - d. If Lessee is in default of any payments due under this Lease, the Town may offset all amounts due and owing, including any interest, late fees or attorneys fees and costs, from any payments that the Town may owe to the Lessee.

13. **Notice.** A party wishing to change its designated address shall do so by notice in writing mailed by certified mail to the other party. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given does not affect the effectiveness of the notice given. Any notice required by this Lease is deemed received by the party to whom it is directed when such notice is personally served or is deposited in the United States mail, mailed Certified or Registered mail, return receipt requested, and addressed as follows: (a) To Lessor: Town of West Yellowstone, P.O. Box 1570, West Yellowstone, MT 59758, Attn: Mayor; (b) To Lessee: Hebgen Basin Fire District, P.O. Box 1508, 10 S. Faithful Street, West Yellowstone, Montana 59758, Attn: Board of Trustees
14. **Remedies Cumulative.** The remedies given in this Lease to either party to the Lease shall be cumulative, and the exercise of any one remedy by either party shall not be to the exclusion of any other remedy.
15. **Destruction of the Premises.** In the event of fire or any other casualty to Improvements owned by Lessee on the Premises, Lessee must either repair or replace the Improvement, or remove the damaged Improvement and restore the Premises to its original condition; such action must be accomplished within ONE (1) year of the date the damage occurred.
16. **Termination or Expiration of Term.** Upon termination of this Lease or upon the expiration of the Lease Term, Lessor has the option to require the removal of any or all Improvements now located or hereafter erected on the Land by Lessee within ONE HUNDRED EIGHTY (180) DAYS after the termination or expiration of the Lease Agreement at Lessee's expense. Any Improvement or personal property belonging to Lessee that remain on the Premises after such 180-day period, may, at the option of Lessor, be deemed to have been abandoned and either may be retained by Lessor as its property or be disposed of, without accountability, in such manner as Lessor may see fit. Lessee must reimburse Lessor for all costs and expenses incurred by Lessor in connection with disposing of such property.
17. **Compliance with the Law** Lessee must at its sole cost, comply with any and all laws, governmental regulations, and requirements pertaining to the use of the Premises, and is likewise solely responsible, at its own cost, for any and all licenses and permits required for Lessee's proper use of the Premises, from all governmental and regulatory entities and Lessee must indemnify, hold harmless, and defend Lessor from any compliance issues and any violation of any rules, laws, codes, or ordinances including payment of any civil, administrative, or criminal penalties, damages, judgments, liabilities and claims whatsoever together with Lessor's attorney's fees. Such legal compliance includes ensuring that the physical configuration of the Premises based on Lessor's Improvements and the use of the Premises during the Lease Term comply in all respects with the requirements of the Americans With Disabilities Act, all environmental laws, including the handling and disposal of hazardous substances, and all resolutions, ordinances, and regulations of the Town of West Yellowstone.
18. **Construction and Alteration Approval.** In the event Lessee desires to construct new Improvements, or to expand or alter existing Improvements on the Land, Lessee shall comply with all state and local codes, ordinances, and regulations applicable to such Improvements. Additionally, any new construction on the Land beyond the original 80 x

80 foot footprint of Fire Station One shall not begin until Lessor has reviewed and approved, either conditionally or unconditionally, construction, architectural, and other plans or drawings for such Improvements, which such approval Lessor shall not unreasonably withhold.

- 19. Maintenance, Upkeep, and Repairs.** (a) Lessee, at Lessee's sole cost and expense, must maintain the leased Premises in a condition that is reasonably safe, sanitary, clean, free of debris, and that is in a presentable and operable manner that preserves and protects the general appearance and value of other premises in the immediate vicinity. This requirement includes, but not be limited to: exterior painting, paved areas, lighting, grass, and landscaped areas within the Premises. (b) Lessee, at Lessee's sole cost and expense, must maintain and repair all Improvements on the Premises such that the same are structurally sound and in good working order and condition, including without limitation roofs, ceilings, doors, supports, footings, foundations, walls, floors, gutters, down spouts, heating, ventilating, air conditioning, boilers, equipment, wiring, lighting, fixtures, appliances, plumbing, windows. (c) Lessee agrees to cause to be removed, at its own expense, from the Premises all waste, garbage, and rubbish. (e) In the event that Lessee fails to timely cause such repairs, maintenance, or replacements to be made, Lessor is not responsible for any loss or damage that may accrue to Lessee by reason thereof.

If Lessee fails to perform maintenance and repairs as required, or to keep the Premises in presentable condition, then in addition to other remedies provided, including holding Lessee in default, Lessor may issue a written notice to remedy the condition. Should Lessee fail to perform satisfactorily within SIXTY (60) days, of such notification, or show cause for extension of said time period, Lessor has the right to perform, or have performed by an outside contractor, the necessary work without liability, and Lessee agrees to pay Lessor one hundred fifteen percent (115%) of such expenses within THIRTY (30) days of invoice receipt. Within THIRTY (30) days of notification, Lessee may request an extension of time from Lessor if it appears such extension is warranted.

- 20. Inspections.** Lessee and its sub lessees or assigns must allow Lessor's authorized representatives access to the Premises at all reasonable hours, for the purpose of examining and inspecting the Premises for the storage or presence of hazardous materials or for any other purposes necessary, incidental to, or connected with the performance of its obligations hereunder, or in the exercise of its governmental functions.
- 21. Emergency Access.** In case of an emergency, if Lessee shall not be present to permit entry to the Premises, Lessor or its representatives may enter the same forcibly without rendering Lessor or its representatives liable therefore or affecting Lessee's obligations under this Lease.
- 22. Abandoning Premises or Personal Property.** Lessee must not vacate or abandon the Premises during the Lease Term. Abandonment or vacating is considered a default of this Lease. If Lessee does vacate or abandon the Premises or is dispossessed by process of law, any Improvements or personal property belonging to Lessee and left on the Premises for a period of NINETY (90) days or more may be deemed abandoned at the option of Lessor and may become the property of the Lessor.

23. **Attorney's Fees.** The prevailing party in any dispute arising under the terms and conditions of this Lease may be entitled to an award of reasonable attorney's fees in the discretion of the court.
24. **Lessor's Transfer.** If Lessor should sell or otherwise transfer its ownership of the Land upon an undertaking by the purchaser or transferee to be responsible for all of the covenants and undertakings of the Lessor by this Lease, Lessee agrees that Lessor shall thereafter have no liability to the Lessee under the Lease except for liabilities that might have occurred prior to the date of such sale or transfer.
25. **Time of Essence.** Time is of the essence with respect to the performance of every provision of this Lease, and the strict performance of each is a condition precedent to Lessee's rights to remain in possession of the Premises or to have this Lease continue in effect.
26. **Force Majeure.** In the event that either party is delayed or hindered or prevented from the performance of any act required under this Lease by reason of any strike, lock-out, civil commotion, war-like operation, invasion, rebellion, or riot, hostility, military, or usurped power, sabotage, governmental restrictions, or regulations or for any other cause beyond the control of the Lessor or Lessee, the performance of such act will be excused for the period of the delay and the period for the performance of any such act will be extended for the period necessary to complete performance after the end of the period of such delay.
27. **Interference.** Lessee must not use the Premises in any way that interferes with the use of any real or personal property owned by Lessor. Lessor has the same obligation to not interfere with Lessee's use of the Premises. Such interference by Lessee or Lessor will be considered a material breach of this Lease and, upon notice, the offending party will be immediately responsible for terminating said interference. In the event that such interference does not cease promptly, the parties acknowledge that continued interference may cause irreparable injury and therefore, a party has the right, in addition to any other rights that it may have at law or in equity, to bring an action to enjoin such interference or to terminate this Lease immediately.
28. **Covenant for Further Assurance.** Lessor and Lessee covenant, each with the other, their respective heirs, personal representatives, assigns, and sub lessees, that when and so often as may be necessary, the parties, their heirs, personal representatives and assigns, will execute such documents, do such things, and give such assurances as may be reasonably required to perfect the implied and expressed covenants, warranties, and conditions set forth in this Lease, reserved and contained to be kept and performed on the part of the parties to this Lease.
29. **Interpretation.** This Lease is deemed to be made and will be construed in accordance with the laws of the State of Montana. Whenever the context of this Lease so requires, the singular includes the plural, the plural includes the singular, the whole includes any part of the whole, and any gender includes all other genders.
30. **Venue and Jurisdiction.** Any claims, legal proceeding, or litigation arising in connection with this Lease must be brought solely in the Montana Eighteenth Judicial

District for the State of Montana. The Parties hereby consent to the jurisdiction of such court.

31. **Severability.** In the event any one or more of the provisions of this Lease are found and determined to be unenforceable by a court of competent jurisdiction, or through the act or actions of the legislature of this State, the remaining provisions of this agreement will nevertheless continue in full force and effect and be binding on the parties hereto, their heirs, personal representatives, and assigns.
32. **Integration.** This Lease, including any attached exhibits, and the Amended Interlocal Agreement dated [REDACTED], 2015, is the entire integrated agreement between the parties. This Lease supersedes all prior and contemporaneous oral or written promises, representations or negotiations of the parties. No alterations, modifications, or additions to this Lease will be binding unless reduced to writing and signed by the Parties. No covenant, term, or addition to this Lease is deemed to be waived by Lessor or Lessee unless such waiver is reduced to writing and signed by Lessor and Lessee.
33. **Counterparts.** It is agreed and understood by and between the Parties that this Lease may be executed by one original to be filed with the Gallatin County Clerk and Recorder. An unaltered copy of the original is deemed an original document.
34. **Waiver.** It is agreed and understood by and between the Parties that a waiver by the Lessor or Lessee of any breach of any term, covenant or condition set forth in this Lease, reserved and contained to be kept and performed on the part of the Lessee, does not act as a bar or a precedent to any subsequent action by Lessor.
35. **Authority.** Each individual executing this Lease on behalf of Lessee represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf.
36. **Representatives.** Lessee names the acting Chair of the Hebgen Basin Fire District Board of Trustees, and Lessor names the Town's Manager as the contact person who will receive and examine the documents supplied by the other party, act as liaison, and respond to requests from the other party to prevent unreasonable delay.
37. **Caption Headings.** The caption headings in this Lease are for convenience only and do not apply to, or affect, the construction or interpretation of any of the terms of this Lease.
38. **Binding Effect.** All of the terms, covenants, and conditions set forth in this Lease, reserved and contained on the part of the parties to be kept and performed are binding upon, inure to the benefit of, and are enforceable by the heirs, assigns, and personal representatives of the Parties.
39. **Status of Parties.** Neither the method of computation of rent nor any other provision of this Lease is deemed to create any relationship between the Parties other than that of Lessor and Lessee.

LESSOR

TOWN OF WEST YELLOWSTONE

Brad Schmier, Mayor
Town of West Yellowstone, Montana

Date

STATE OF MONTANA)
 ss.
County of Gallatin)

This instrument was signed acknowledged before me on the ____ day of _____,
2015, by Brad Schmier as Mayor of the Town of West Yellowstone.

(seal)

Notary Public for the State of _____
Residing at _____
My Commission Expires: _____

LESSEE

HEBGEN BASIN FIRE DISTRICT

Robert Godwin, Chair
Board of Trustees

Date

STATE OF MONTANA)
 ss.
County of Gallatin)

This instrument was signed acknowledged before me on the ____ day of _____,
2015, by Robert Godwin as Chair of the Hebgen Basin Fire District Board of Trustees.

(seal)

Notary Public for the State of _____
Residing at _____
My Commission Expires: _____

From: [Vickie Barta](#)
To: eroos@townofwestyellowstone.com
Subject: Parks and Rec Advisory Board
Date: Wednesday, October 21, 2015 8:45:23 PM

Liz,

Could you please pass this on to the Town Council? Thanks.

Dear Town Council,

Please consider this email as my "resignation" from the Parks and Recreation Advisory Board. This past year I just have not had the time to commit to the advisory board, or even attend the meetings, for that matter. I enjoyed being a part of the advisory board for the past few years and would consider doing it again in the future when time allows. At this point, however, I think the board needs people that can contribute both time and ideas to the Town's Parks and Recreation programs.

Thanks,

Vickie Barta