

Town of West Yellowstone

Tuesday, January 5, 2016

West Yellowstone Town Hall, 440 Yellowstone Avenue

Work Session & Town Council Meeting

7:00 PM

Pledge of Allegiance

Oath of Office, Town Council Members Pierre Martineau & Greg Forsythe

Election of the Mayor for 2016

Election of the Deputy Mayor for 2016

Purchase Orders

Treasurer's Report & Securities Report

Claims ∞

Consent Agenda: **December 8, 2015 Town Council Meeting** ∞

December 22, 2015 Town Council Meeting ∞

Business License Applications

Advisory Board Report(s)

Operations Manager & Department Head Reports

Assignments Report

Comment Period

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

NEW BUSINESS

Police Officer Confirmation, Chief of Police Scott Newell

Discussion/Action ∞

911 Funding Inter-local Agreement

Discussion/Action ∞

Montana Public Employees Association, Police Unit Collective Bargaining Agreement

Discussion/Action ∞

Sewer Lagoon Lease

Discussion ∞

Correspondence/FYI

Meeting Reminders



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

Public Hearing/Public Meeting

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

Oral Communication

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

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

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

General Town Council Meeting Information

- Regular Town Council meetings are held at 7:00 PM on the first and third Tuesdays of each month at the West Yellowstone Town Hall, 440 Yellowstone Avenue, West Yellowstone, Montana.
- Presently, informal Town Council work sessions are held at 12 Noon on Tuesdays and occasionally on other mornings and evenings. Work sessions also take place at the Town Hall located at 440 Yellowstone Avenue.
- The schedule for Town Council meetings and work sessions is detailed on an agenda. The agenda is a list of business items to be considered at a meeting. Copies of agendas are available at the entrance to the meeting room.
- Agendas are published at least 48 hours prior to Town Council meetings and work sessions. Agendas are posted at the Town Offices and at the Post Office. In addition, agendas and packets are available online at the Town's website: www.townofwestyellowstone.com. Questions about the agenda may be directed to the Town Clerk at 646-7795.
- Official minutes of Town Council meetings are prepared and kept by the Town Clerk and are reviewed and approved by the Town Council. Copies of approved minutes are available at the Town Clerk's office or on the Town's website: www.townofwestyellowstone.com.

*Town of West Yellowstone
Oath of Office
Town Council Member*

*I, _____, do solemnly swear that I will support,
protect, and defend the Constitution of the United States,
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).*

January 8, 2008

Town Council Member



*State of Montana
Gallatin County*

*Elizabeth Roos, Town Clerk & Notary Public
Residing in West Yellowstone
My Commission Expires August 9, 2011*

12/31/15
16:38:24

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 1/16

Page: 1 of 3
Report ID: AP100

* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
41630	2575 WY Tourism Business Improvement	8,776.04							
	01/01/16 December 2015 Collections	8,769.77		TBID	2102 411800	540		101000	
	01/01/16 underpayment Nov 2015	6.27		TBID	2102 411800	540		101000	
41641	42 Fall River Electric	8,654.62							
	12/21/15 UPDH 4212041 elec service	844.54		UPDH	1000 411252	341		101000	
	12/21/15 POLICE 4212008 elec service	471.55		POLICE	1000 411258	341		101000	
	12/21/15 shop 4212018 elec service	338.12		STREET	1000 430200	341		101000	
	12/21/15 ANIMAL 4212029 elec serv	165.67		ANIMAL	1000 440600	341		101000	
	12/21/15 PARK 4212032 Elec ser	242.17		PARK	1000 411253	341		101000	
	12/21/15 PARK 2901001 elec serv	166.67		PARK	1000 411253	341		101000	
	12/21/15 CLORINATOR 4212030 elec serv	100.39		WATER	5210 430500	341		101000	
	12/21/15 MAD ADD WATER 4212017	45.60		WATER	5210 430500	341		101000	
	12/21/15 PUMP 4212005 elec serv	229.57		WATER	5210 430500	341		101000	
	12/21/15 SEWER LIFT STATION 4212006	185.16		SEWER	5310 430600	341		101000	
	12/21/15 SEWER PLANT 4212007 elec ser	1,119.77		SEWER	5310 430600	341		101000	
	12/21/15 MAD SEWER LIFT 4212014 elec	188.60		SEWER	5310 430600	341		101000	
	12/21/15 SEWER TREAT SERV 4212046 ele	2,202.54		SEWER	5310 430600	341		101000	
	12/21/15 library 23 dunraven 4212054	115.93		LIBRY	1000 411259	341		101000	
	12/21/15 povah comm ctr 4212001	233.91		POVAH	1000 411255	341		101000	
	12/21/15 unmetered lights 4212004	1,451.25		STLITE	1000 430263	341		101000	
	12/21/15 Town Hall 4212009	510.35		TWNHAL	1000 411250	341		101000	
	12/21/15 Ice Rink 421010	42.83		PARKS	1000 411253	341		101000	
41647	2847 West Yellowstone Sled Dog Races	2,000.00							
	12/31/15 MAP Fund advance 2016 races	2,000.00		MAP	2101 410130	398		101000	
41648	547 WY Chamber of Commerce	2,500.00							
	12/31/15 Kids N Snow MAP Fund adv 15-16	2,500.00		MAP	2101 410130	398		101000	
41649	2930 Habitat for Humanity of the	250.00							
	12/19/15 mileage, D. Magistrelli	250.00		CDBG	2392 470320	357		101000	
41650	2537 Balco Uniform Co., Inc.	808.00							
	41358-4 11/04/15 uniform-Lovingier	805.00		POLICE	1000 420100	226		101000	
	51273 12/04/15 uniform-Lovingier	3.00		POLICE	1000 420100	226		101000	
41651	1568 Human Resource Developement	7,333.00							
	2015-1 12/10/15 housing plan + mileage	7,333.00		CDBG	2392 470320	357		101000	
41652	2635 Jake's Automotive and Tire	82.45							
	15881 12/29/15 maint, battery 08 CV	39.95		POLICE	1000 420100	361		101000	
	15848 12/21/15 flat repair, Dumptruck	42.50		STREET	1000 430200	239		101000	

12/31/15
16:38:24

TOWN OF WEST YELLOWSTONE
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For the Accounting Period: 1/16

Page: 2 of 3
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
41653	1085 JD Speciality Services 3184 12/28/15 repair blower bushings	687.50 687.50		STREET	1000 430200	369	101000
41654	1454 Bozeman Chronicle/Big Sky 1359153 11/30/15 library events ad	81.50 81.50		LIB	2220 460100	398	101000
41655	2182 Gallatin County 121615 12/16/15 November 2015 shift coverage	1,920.00 1,920.00*		POLICE	1000 420100	398	101000
41656	2854 Kenco Security and Technology 1269306 01/01/16 quarterly alarm monitoring	79.50 79.50		TWNHAL	1000 411250	357	101000
41657	1758 Montana Magazine 12/31/15 magazine subscription	30.00 30.00		LIB	2220 460100	215	101000
41658	73 Westmart Building Center	600.60					
	12/27/15 supplies	172.91*		STREET	1000 430200	366	101000
	12/27/15 supplies	149.86*		STREET	1000 430200	220	101000
	12/27/15 supplies	17.09		SEWER	5310 430600	220	101000
	12/27/15 supplies	31.81		WATER	5210 430500	220	101000
	12/27/15 supplies	24.67		POLICE	1000 411258	366	101000
	12/27/15 supplies	148.75		TWNHAL	1000 411250	366	101000
	12/27/15 supplies	43.17		POVAH	1000 411255	220	101000
	12/27/15 supplies	12.34		PARKS	1000 460430	220	101000
	# of Claims 14	Total: 33,803.21					

WEST YELLOWSTONE TOWN COUNCIL
Town Council Meeting & Work Session
December 8, 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

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

Portions of the meeting are being recorded.

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

ACTION TAKEN

- 1) Motion carried to approve the claims which total \$124,991.94. (Costello, Parker) Forsythe abstains from #41548 to Westmart Building Center. Schmier abstains from #41582 to Jerry's Enterprises.
- 2) Motion carried to approve the Consent Agenda, which includes the minutes of the November 17, 2015 Work Session and Town Council Meeting and the December 1, 2015 Work Session. (Parker, Forsythe)
- 3) Motion carried to approve the business license transfer and waive the Resort Tax Bond for Corner Cenex, made by Jerry's Enterprises. (Johnson, Parker) Schmier abstains.
- 4) Motion carried to approve the new business license application for Rocky Mountain SnowBike Rentals, made by Chris Kachur. (Forsythe, Parker) Johnson and Schmier are opposed, Forsythe, Costello, and Parker are in favor, motion passes.
- 5) Motion carried to reduce the application fee for Mistletoe Magic-Holiday Bazaar from \$250 to \$50 and waive the \$1500 resort tax bond. (Forsythe, Parker)
- 6) Motion carried to give WYED and Kristin Goldstein the "go-ahead" and vote of confidence to proceed with an exploratory Smart Growth Plan for the 80 acres of US Forest Service Land. (Costello, Parker)
- 7) Motion carried to appoint Liz Watt to the Parks & Recreation Advisory Board. (Forsythe, Johnson)
- 8) Motion carried to accept the recommendation from the marketing and Promotions Fund Advisory Board to award \$17,000 to the West Yellowstone Snowmobile and Powersports Expo 2016 and \$7500 for SnowShoot 2017 (held in February 2016). (Forsythe, Costello)
- 9) Motion carried to approve the Outside Amplification Permit for the Christmas Stroll, between December 17, 2015 between the hours of 4:30 PM and 8:30 PM. (Johnson, Forsythe)
- 10) Motion carried to approve the Outside Amplification Permit for Wild Bill Octane Nights in Pioneer Park, March 11-12, 2016, between the hours of 10 AM and 11:30 PM. (Schmier, Costello)
- 11) Motion carried to approve Resolution No. 672, a resolution exempting Pioneer Park from the prohibition on public drinking, WYMC 9.12.020, during the Wild Bill Octane Show March 11-12, 2016. (Costello, Forsythe)

- 12) Motion carried to approve the Application to Maintain an Encroachment made by the West Yellowstone Chamber of Commerce to erect the community Christmas Tree slightly west of the conversation corner at the southwest corner of the intersection of Canyon and Madison. (Johnson, Costello)
- 13) Motion carried to approve the Application to Maintain an Encroachment made by Tri-State Excavating to park a semi-truck and three trailers on public property on Block 32 through the winter. (Parker, Johnson) Johnson, Costello, and Forsythe are opposed, Schmier and Parker are in favor, motion fails. See next motion.
- 14) Secondary Motion carried to approve the Application to Maintain an Encroachment to park one semi truck and three trailers and nothing else in Block 32, which will expire May 1, 2016. (Schmier, Parker) Johnson, Costello, and Forsythe are opposed, Schmier and Parker are in favor, motion fails.
- 15) Motion carried to approve the Health Care Request for Proposals to change the word “may” to “shall” and inclusion of Johnson’s sentence. (Costello, Schmier)
- 16) Motion carried to approve the Lease Amendment #2 for the Sewage Treatment Lagoon Site between the Montana Department of Transportation, Aeronautics Division, Yellowstone Airport and the Town of West Yellowstone to extend the terms of the current lease through January 31, 2016. (Forsythe, Parker)

Public Comment Period

Ryan Barker of Forsgren Associates greets the Council and mentions a bucket of treats that he brought from his company that is in the Town Office.

Council Comments

Council Member Johnson says that he would like the Council to ensure that the money the Town will receive and retain from Hebgen Basin Fire for the purchase of Fire Station One be specifically tracked in the annual budget. He says that he thinks it is very important to make sure they can show the public what they did with that money. Schmier says that when they first discussed selling the building, he stated that he wanted to make sure that money was spent on a public benefit project such as improvements in Pioneer Park. He says that was some time ago, but he still feels that way.

Greg Forsythe says that about two years ago, four of them were elected to the Council and Costello was appointed. He says he would like to thank Costello publicly for all of his efforts over the last two years and appreciates his knowledge and resources. Forsythe says that they have addressed multiple difficult issues over the last two years. He encourages everyone to move forward in a positive way and make decisions that will encourage younger generations to be a part of our Town.

DISCUSSION

- 4) Johnson asks the applicant, Chris Kachur, how he has room to open a new business on his property while he also applying for an encroachment permit to park vehicles on public property across the street. Kachur explains that he has applied for the encroachment permit so that his lot isn’t so cluttered and it looks better. He says that his property is in a residential area and it is more considerate to warm up the equipment early in the morning by doing that across the street. Forsythe asks where will the employees of his business park. Kachur says that two of his four employees walk to work and there is room for the other two. Schmier expresses concerns about approving the license and an encroachment at the same time. Johnson points out that the first time an encroachment was approved in that area for Kachur, it was supposed to be only until his shop was finished. Kachur agrees but says he has talked with Patterson about it and is just trying to operate within the rules.

- 6) John Greve addresses the Council on behalf of the West Yellowstone Economic Development Council, Inc. Greve explains that WYED is seeking a vote of confidence or approval from the Town Council to contract Kirsten Goldstein to complete a Scope of Work on the development of the 80 acres. Greve describes the scope of work that would include collecting community input through focus groups and meetings, compiling current and relevant statistical information, and then compiling all the information into a document that will reflect the status of the community and identify key areas of community interest for development. Clyde Seely also addresses the Council and emphasizes that their intent is not to jump in front of the Town's planning process, but to develop a preliminary plan to assist the Town through the process. Parker says that he sits on the Planning Board and agrees that they need to plan for this development very carefully and it is time to start the process. Costello asks if they are asking for a commitment from the Council. Greve explains that Goldstein will only be available until March 1, 2016, so if the Council does not support this endeavor at this time, they will not follow through. Schmier says he has a lot of confidence in Goldstein, but asks what are her qualifications to conduct such a project. Greve acknowledges that Goldstein does not have specific experience in master planning, but based on her experience and work in West Yellowstone in the last year they are confident that she is capable of putting this together. Daniel Sabolsky, comments by speakerphone and says that he thinks it would be very helpful to him to get this process moving and he thinks that with his assistance Goldstein would be very successful.
- 11) The Council briefly discusses the Special Event Permit for Wild Bill Octane Nights, an event scheduled for March 11-12, 2016. Details such as fencing, security, and fire codes are briefly discussed.
- 12) Forsythe says that they would actually prefer to put the tree out in front of the Dairy Queen, facing Canyon Street, which would be on private property. Johnson suggests they approve the encroachment and if they end up putting it on private property, then this application is irrelevant. Forsythe explains that they did make a request to the State to put the tree in the middle of the intersection of Canyon and Madison where it was put years ago, but that request was denied.
- 13) Kachur clarifies that the parking limit is five days and as long as registered vehicles are moved every five days, then they are in compliance. Marysue Costello says that area of Town is often used as an entrance to Town and she is concerned about all the vehicles and equipment that are being stored in that area. She says it is neither aesthetically pleasing nor inviting for visitors coming into Town. Johnson says that he doesn't think they should grant encroachment permits for legally licensed vehicles, but they should focus on vehicles that are not licensed or are just junk.
- 15) The Council discusses the Request for Proposals (RFP) for Health Care Services. Mayor Schmier explains that the Health Care Advisory Board worked on this document for several months before forwarding it to the Council. The Council made some minor changes and asked the board to review the document one more time before approving it. Council Member Parker explains that the board was not able to meet, but did review the final document by email and had no issues with the changes made by the Council. Forsythe says that he missed the last meeting, but sent an email to the rest of the Council recommending that they change the word "may" to "will" in Section III in reference to providing financial assistance to the successful responder. Johnson says that they discussed at the last meeting including a sentence at the end of Appendix B that explains that the Town will score the proposals using an unbiased approach. He says that he will provide that language to the clerk for inclusion in the document. Johnson also says that he has talked to four possible providers that may respond to the RFP. Two of the providers talked about money and two of them did not, so he does not think they need to change "may" to "will" in Section III. The Council discusses how to distribute and advertise the release of the RFP. Council members indicate that they will share contact information for the various medical providers in the region with the clerk.

- A) **Operations Manager/ Department Head Reports:** Mayor Schmier reports that things are wrapping up as the end of the year approaches. He mentions that the Police Union and and Town have reached a tentative agreement, which they are hoping to present to the Council by the first meeting in January. Social Services Director Kathi Arnado reports that unemployment filings are going well, they are preparing for the Christmas Star program. Finance Director Lanie Gospodarek reports that they are preparing for the audit, end of year reports, and the police bargaining unit agreement. Police Chief Scott Newell reports that things are going well in his department. They are going to interview four applicants for dispatcher next Monday, they will send Sabrah Van Leeuwen to the police academy in January, and have started taking applications for the last open patrol officer position. If all goes as planned, they expect to be fully staffed by May.
- B) **Advisory Board Reports:** Shane Grube, Hebgen Basin Fire Chief and Vice-Chair for the 911 Advisory Board addresses the Council regarding the status of the equipment in the dispatch center. Grube supported because it is built on a Windows XP platform. Grube explains that it is the recommendation of the board to purchase a new 911 phone system, estimated to cost approximately \$123,000. The 911 center is also in tremendous need of a Computer Aided Dispatching (CAD) system and an updated records management system, estimated to cost \$215,000. He recommends that the Town use the down payment from the sale of Fire Station One and retained savings from the amended interlocal agreement to fund the system. The Council asks multiple questions about the current status of the system, what could happen if the system went down, and how to address the current problems. After further discussion, Grube says that they need \$123,000 for a new phone system plus approximately \$20,000 to replace computers within 120 days. There is brief discussion about how much money Gallatin County owes the Town from the 911 mill levy. The County has estimated that they owe \$1??, but the Town calculated a shortfall closer to \$443,000. Mayor Schmier indicates that he will follow up with Town Attorney Jane Mersen to find out where her discussion with County Administrator Jim Doar about that money. He asks Grube to work on getting an updated quote for a new phone system and possibly payment plan options.

The meeting is adjourned. (8:15 PM)

Mayor

ATTEST:

Town Clerk

WEST YELLOWSTONE TOWN COUNCIL
Town Council Meeting
December 22, 2015

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

OTHERS PRESENT: Finance Director Lanie Gospodarek, Public Services Superintendent James Patterson, Social Services Director Kathi Arnado

The meeting is called to order by Mayor Brad Schmier at 12:00 Noon in the West Yellowstone Town Hall, 440 Yellowstone Avenue, West Yellowstone, Montana

Public Comment Period

No public comment is received.

Council Comments

Greg Forsythe explains that a lot of visitors are inquiring where they can rent ice skates. He understands that they should not advertise his business, Westmart, on city property, but asks for permission to put a couple signs up at the ice rink so visitors know that they can rent ice skates. Mayor Schmier says he views it as more of a public service than advertising and Parker points out that no one else in Town rents ice skates, but if they did, they would allow them to put up some signs as well. The Council agrees to allow the signs.

Mayor Schmier says that they received a response from the Town Attorney regarding the Health Care RFP, who recommends they change the word “shall” to “may” in reference to a mutually agreed upon financial contribution from the Town. Forsythe and the rest of the Council agree to follow her recommendation.

Finance Director Lanie Gospodarek mentions the completion of the PAR grant and says that they need to have someone sign the document as the “Environmental Officer.” In lieu of a Town manager, they have decided to have Public Services Superintendent James Patterson sign in that place.

Schmier says that the new Town Manager, Daniel Sabolsky, will start work on January 11, 2015 and he will arrive at work that morning after he gets his son enrolled in school. Schmier says that they have three volunteers in the Social Services Department that put in a lot of time and they have decided to recognize that with a \$50 gift certificate to one of the grocery stores. Social Services Director Kathi Arnado mentions that her department is delivering presents today from the Christmas Star Program to families in the community. She says that they have fewer children signed up for the program this year than in years past.

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- 1) Motion carried to approve the claims, which total \$103,336.26. (Forsythe, Costello) Schmier abstains from #41605.

The meeting is adjourned. (12:15 PM)

Mayor

ATTEST:

Town Clerk

Montana Code Annotated 2015

[Previous Section](#) [MCA Contents](#) [Part Contents](#) [Search](#) [Help](#) [Next Section](#)

7-32-4113. Probationary period and confirmation of appointment. (1) Every applicant who has passed the examination and received the certificate referred to in [7-32-4108](#) must first serve for a probationary term of not more than 1 year. At any time before the end of such probationary term, the mayor, or the manager in those cities operating under the commission-manager plan, may revoke such appointment.

(2) After the end of such probationary period and within 30 days thereafter, the appointment of such applicant must be submitted to the city council or commission, and if such appointment is confirmed by the city council or commission, such applicant becomes a member of the police force and shall hold such position during good behavior unless suspended or discharged as provided by law.

History: En. Sec. 3, Ch. 136, L. 1907; Sec. 3306, Rev. C. 1907; amd. Sec. 1, Ch. 198, L. 1921; re-en. Sec. 5097, R.C.M. 1921; amd. Sec. 2, Ch. 119, L. 1923; re-en. Sec. 5097, R.C.M. 1935; amd. Sec. 3, Ch. 152, L. 1947; amd. Sec. 1, Ch. 160, L. 1973; R.C.M. 1947, 11-1803(part).

Provided by Montana Legislative Services

**SECOND MODIFICATION TO
INTERLOCAL EMERGENCY 911 DISPATCH AGREEMENT BETWEEN GALLATIN
COUNTY AND THE TOWN OF WEST YELLOWSTONE.**

This Second Modification to the Interlocal Agreement is made this ___ day of _____, 20___ between the Town of West Yellowstone (“Town”) and Gallatin County, (“County”) as follows:

WHEREAS, the County adopted a 9 mill tax levy for E911 services, which tax is levied on every taxable property in Gallatin County; and

WHEREAS, the Town of West Yellowstone provides emergency dispatch services for Hebgen Basin Fire District, the (“District”) and the Gallatin County Sheriff’s Department, and it is in both the County’s and Town’s interests to remit the E911 services tax levy collected on the property being served to the entity providing the service; and

WHEREAS, the Town and the County entered into an Interlocal Emergency 911 Dispatch Agreement between Gallatin County and the Town of West Yellowstone on April 8, 2008, the (“Agreement”) and that Agreement was modified on May 12, 2009; and

WHEREAS, in 2010, the District expanded its boundaries to include the Town, which in effect changed the basis for the calculation of payments due under the Agreement; and

WHEREAS, no further changes have been made to the Agreement other than as set out herein, it is the desire of the parties to modify the terms of the Agreement regarding calculation of payments in light of the expansion of the District’s boundaries:

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, the parties agree as follows:

The terms set out below shall modify the Agreement. Any terms of the Agreement not affected by this Second Modification or the 2009 Modification shall remain in full force and effect.

DEFINITIONS.

Total Taxable Valuation: Means the taxable valuation of the Hebgen Basin Fire District as certified by the Montana Department of Revenue in August of each year, which includes the Town of West Yellowstone. In the event that additional properties are annexed into the Town, such properties shall be annexed into the Hebgen Basin Fire District

AGREEMENT.

4. **Manner of Financing.** The manner of financing this joint or cooperative undertaking and maintaining a budget for the undertaking is that the County has adopted a 9 Mill Tax Levy for E911 Services, and that the County shall pay the Town its portion of the amount of revenues that the County receives as a result of the 9 Mill Tax Levy in accordance with the following provisions.

(a) The total taxable valuation multiplied by .009 = the total consideration that the County shall pay to the Town divided into two equal installments with the first installment due on December 15 [covering July 1 — December 31], and the second installment due on June 15 [covering January 01 — June 30).

(b) The total consideration or installment payments shall be prorated depending upon the actual date this agreement commences or terminates.

(c) It is understood and agreed that the total taxable valuation is subject to change, and that the total consideration and the corresponding installment payments may increase or decrease depending upon the total taxable valuation that shall be determined in accordance with the processes and procedures of the Montana Department of Revenue. The calculation of the total consideration shall be made by the County and reduced to writing, recorded and made available to the Town each year. The County will remit payments to the Town as set out above.

7. **Administrator.** The County's obligations under this agreement shall be administered by the County Commissioners or as may be allowed by law the County 9-1-1 Communication Service Director. The Town's obligations under this agreement shall be administered by the Police Chief & the Town Manager. The parties agree that the obligations of the parties are separate and unique, and that there is no requirement for a joint board to administer the provisions of this agreement.

WHEREFORE: THE PARTIES HAVING FULLY READ, UNDERSTOOD, AND AGREED TO EACH AND EVERY PROVISION, DEFINITION, RECITAL AND PARAGRAPH DO HEREUNTO SET THEIR HAND.

DATED: _____

Gallatin County
Gallatin County Commissioners

Don Seifert

Steven White

Joe Skinner

Charlotte Mills, Mills, Clerk & Recorder

Marty Lambert, County Attorney

DATED: _____

Town of West Yellowstone

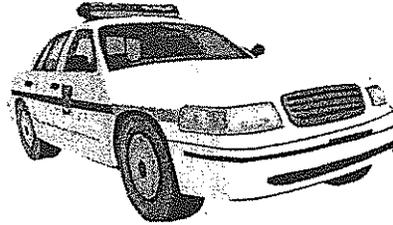
Brad Schmier, Mayor

Town Manager

Town Clerk

Jane Mersen, Town Attorney

COLLECTIVE BARGAINING AGREEMENT



Between the

WEST YELLOWSTONE POLICE
PROTECTIVE UNIT OF MPEA

and the

TOWN OF WEST YELLOWSTONE

July 1, 2015 thru June 30, 2018

AGREEMENT

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

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

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

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

ARTICLE 1, RECOGNITION AND MEMBERSHIP

- A. The Employer recognizes the Association as the sole and exclusive bargaining agent for all employees who are or may perform bargaining unit work under the Association's jurisdiction as certified by U.D. No. 28-78.
- B. The Employer recognizes the Association consists of all sworn officers of the West Yellowstone Police Department with the exception of the Chief of Police.
- C. The stewards will provide the Association in writing the name, address, and date of hire of all new employees within fourteen (14) days of hire.
- D. No member of the Association shall be discharged or discriminated against for upholding Association principles. Any member working under instructions of the Association, or who has served on the Association committee shall not lose his/her position or be discriminated against based on that service.
- E. No employee under the jurisdiction of the Association, prior to the date of this contract, who is receiving more than the rate of wages designated in this schedule, shall suffer reduction in the wage rate or conditions of employment through the operation, or because of the adoption, of this agreement.
- F. The authorized business representative of the Association shall be permitted to visit employees upon giving notice to the supervisor and obtaining the supervisors permission.

ARTICLE 2, ILLEGAL DISCRIMINATION

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

ARTICLE 3, ASSOCIATION SECURITY

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

ARTICLE 4, MANAGEMENT RIGHTS

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

1. Directing employees.
2. Hiring, promoting, transferring, assigning, and retaining employees.

3. Relieving employees of duties because of lack of work or funds or conditions where continuation of such work or funds would be inefficient and nonproductive.
4. Maintaining the efficiency of government operations.
5. Determining the methods, means, job classification, and personnel by which the employer operations are to be conducted.
6. Taking whatever actions may be necessary to carry out the missions of the employer in situations of emergency.
7. Establishing the methods and processes by which work is performed.

ARTICLE 5, HOURS OF WORK, OVERTIME, AND SHIFT DIFFERENTIALS

This article shall not conflict with State Law, Title 39, Chapter 3, Part 4, MCA.

- A. The Association and the Employer agree that the Chief of Police shall schedule the beginning and ending time for all shifts and all scheduled overtime.
- B. Change in Schedule: Except in cases of an unanticipated event, the Chief of Police, or his designee, will attempt to notify an employee of a change in his or her regular work schedule by delivery of such notice in a manner consistent with Town Policy.
- C. Overtime shall be defined as time worked in excess of the 40 hour work week [pursuant to Fair Labor Standards Act and as is consistent with Section 08-04 of the Personnel Policy Manual.] The normal work week will be 40 hours during the seven day period. Overtime hours shall be paid at the rate of one and one half (1.5) times the applicable hourly rate for all union members. When overtime hours are computed, sick leave, vacation,-or compensatory (comp) time taken during the week will be considered as time worked. If financial conflicts arise, parties agree to meet and confer.
 - Call outs: If an employee is called out during any unscheduled work hour, each and every call out shall be for a minimum of two and one half (2.5) hours.

Compensation for call outs shall be at one and one half (1.5) times the regular rate of pay and shall not be included in calculating the employee's regularly scheduled hours per pay period.
 - Call backs: If an employee is called back to work from previously approved leave time, the employee will be paid at the rate of one

and one half (1.5) times the regular hourly rate for each previously approved leave hour worked. If an employee has been approved to use leave and is denied the same, the employee will be paid at the rate of one and one half (1.5) times their regular hourly rate for each previously approved leave hour worked.

- D. Police union members who are in attendance at the Montana Law Enforcement Academy (MLEA) Basic Course will be compensated for the length of time of instruction. In addition, each officer will be paid at the rate of straight time for the initial travel time required to get to the MLEA and to return to West Yellowstone following completion of the course. The Town will provide a vehicle and fuel for transportation to and from the academy.
- E. Nighttime Differential: Officers required to work between the hours of 20:00 (8:00 pm) and 06:00 (6:00 am) shall be compensated by an additional \$1.00/hour.
- F. Call Shifts: Police officers may be called to work prior to or following a regularly scheduled shift. Officers will receive time and a half for time worked on call shifts. Officers may not work more than one (1) six hour call shift on any single occasion.
- G. Police union members will answer off duty calls for service if available. The Town of West Yellowstone will not place, consider, or assign officers in a mandatory on-call status without first bargaining with the union.

ARTICLE 6, HOLIDAYS

Employees who must work on any of the below listed holidays shall be paid at the rate of one and one half (1.5) times the applicable hourly rate for each employee. As a 24/7 department, holidays will only be observed on the actual holiday and will start at 12:01 hours and end at 24:00 hours. Employees who work the holiday will be paid straight time for holiday pay.

The following days shall be considered holidays as outlined in MCA 1-1-216:

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

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

ARTICLE 7, VACATION

This article shall not conflict with State Law, Title 2, Chapter 18, Part 6, MCA.

Vacation leave means an absence with pay at the request of the employee and with the concurrence of the Town.

Each full time employee shall earn annual vacation leave credits from the first full pay period of employment. However, employees are not entitled to any vacation leave with pay until they have been continuously employed by the Town for a period of six (6) months. For calculating vacation leave credits, 2080 hours (52 weeks x 40 hours) shall equal one year.

Proportionate vacation leave credits shall be earned and credited at the end of each pay period. All vacation leave credits shall be earned as is consistent with Personnel Policy Manual and in accordance with the following schedule:

- From one (1) full pay period to less than ten (10) years of employment at the rate of 120 hours for each year of service.
- From ten (10) to less than 15 years of employment at the rate of 144 hours for each year of service.
- From 15 to less than 20 years of employment at the rate of 168 hours for each year of service.
- After 20 years of employment at the rate of 192 hours for each year of service.

When an employee submits a request for vacation, the employer must respond to the request within five (5) working days. The employee must make the vacation request in writing at least fourteen (14) calendar days in advance of the first day of leave to be

taken.

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

Separation from service- An employee who's employment with the Employer is terminated (by either party) while the employee is in good standing shall be entitled to cash compensation equal in value to the amount of unused vacation leave. If an employee transfers between departments of the Town, there shall be no cash compensation. In such a transfer, the accrued vacation credits transfer with the employee.

Absence because of illness is not chargeable against vacation leave unless approved by the employee.

ARTICLE 8, SICK LEAVE

Sick Leave shall be granted in accordance with state law, section 2-18-618, which shall be controlling in the event of a conflict with any provision of this Agreement.

Sick leave is a leave of absence, with pay, for a sickness suffered by an employee or his/her immediate family as defined in the Personnel Policy Manual.

- Each full time employee is entitled to and shall earn sick leave credits from the first full pay period of employment. For calculating sick leave credits, 2,080 hours (40 hours x 52 weeks) shall equal one year. Sick leave credits shall be earned at the rate of ninety-six (96) hours for each year of service without restriction as to the number of working days the employee may accumulate.
- An employee may not accrue sick leave credits during a leave of absence without pay.
- An employee begins to accrue sick leave credits beginning in their first full pay period of employment, but is not entitled to be paid for sick leave until they have been employed continuously for ninety (90) days. Upon completion of the qualifying period, the employee is entitled to the sick leave credits they have earned.

Employees that are in a pay status as of the signing of this contract shall continue to receive the sick leave lump sum payment at the end of employment as shown in the table below. Sick leave will be paid in a lump sum at the end of employment as follows:

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

Employees with hire dates later than the signing date of this contract are entitled to a lump sum payment equal to 25 percent of the pay attributed to the accumulated sick leave

- Any employee who receives a lump-sum payment as outlined above and who becomes employed by the Town at a later date shall not be credited with any sick leave for which they have been previously compensated.

ARTICLE 9, RULES, REGULATIONS, AND POLICIES

- A. All rules, regulations, and policies of the employer not specifically covered by this agreement shall remain in full force and effect, provided such rules, regulations, and policies are not in direct conflict with the terms of this agreement. The policies of the employer are as set forth in Municipal Police Force Law, Section 7-32-4101 et seq., MCA, unless specifically modified by the terms of this agreement and the Town of West Yellowstone Personnel Policy Manual. In the event of a conflict between the Personnel Policy Manual and this agreement, the terms of this agreement shall control.
- B. The Employer agrees to discuss with the Association and its stewards the establishment of new rules, regulations, and policies affecting employees, or changes in such rules, regulations, or policies, prior to placing them in effect. Changes shall be posted on bulletin boards or electronically for a period of fifteen (15) working days and the comment period prior to implementation shall be an additional fifteen (15) working days. In addition, the employer will provide written notification of the changes to the Stewards and the Montana Public Employers Association at the same time the changes are posted.
- C. Employees shall comply with all reasonable rules, regulations, and policies as set forth above, providing they are uniformly applied and enforced.
- D. Nothing in the article shall limit the employers right to enact rules, policies and regulations

ARTICLE 10, HEALTH AND SAFETY

- A. The Town shall adopt and implement safety policies consistent with the Montana Safety Policy Act. Both parties to this agreement hold themselves responsible for the mutual cooperative enforcement of safety rules and regulation.

- B. In accordance with Title 7, Chapter 32, Part 4132, MCA, in the event an employee is injured in the performance of his/her duties and requires medical or other remedial treatment for injuries that render the him/her unable to perform his/her duties, the employee will be paid by the Town the difference between the employee's net salary, following adjustments for income taxes and pension contributions, and the amount received from workers' compensation until the disability has ceased, as determined by workers' compensation, or for a period not to exceed 1 year, whichever occurs first. To qualify for the partial salary payment provided for above, the employee must be unable to perform his/her duties as a result of the injury.
- C. The employer agrees to hold the position open for one year from the date of injury.

ARTICLE 11, STEWARDS

Employees selected by the Association to act as Association representatives shall be known as "Stewards". The Association may select no more than two (2) stewards. The names of employees selected as stewards and the names of other Association representatives who may represent the employees shall be certified in writing to the employer by the Association. The employer will not discriminate against any Association steward for legitimate steward activity. These activities include investigation of formal grievances and receiving notification of serious accident and/or health hazards. Stewards may investigate and discuss grievances in their work areas providing they first secure the permission of their immediate supervisor. The Town shall allow work release time for not more than one (1) steward for the purpose of participating in collective bargaining negotiations.

The Association shall provide the names of the Association stewards to the Town within fourteen (14) days of their selection. In the event a steward leaves, the Association shall select a new steward and notify the Town of the new steward's name within thirty (30) days.

ARTICLE 12, SENIORITY

- A. Seniority serves only as a qualification for benefits expressly provided for in this agreement and shall have no other effect. Seniority shall take effect twelve (12) months after the first day of employment. During the first twelve (12) months of employment, each employee shall be considered a probationary employee. After completion of the probationary period, the employee shall achieve seniority based on the date of hire as a police officer with the Department. There shall be no seniority among probationary employees and they may be laid off, discharged, or otherwise terminated at the sole discretion of the employer.

If more than one employee is hired on the same date, seniority is based on

ranking as determined at the time of hiring.

In case of reduction of forces, probationary employees shall be terminated first. After probationary employees have been terminated, reductions will proceed in "reverse seniority" order; the last employee hired shall be the first employee to be laid off. Employees released, due to a reduction in force are subject to recall on a seniority basis. In the event of a reduction in forces, the employer agrees to provide the employees 30 days' notice. Employees recalled after a reduction in force will be allowed five (5) working days to accept or decline reemployment.

- B. Discharge for cause, voluntary resignation, medical leave in excess of one year, or more than 18 months layoff shall break seniority.
- C. When a vacancy occurs in any job classification of the department, the department may use the internal recruitment process to recruit for such vacancies on the basis of qualifications and seniority. In the event that a current employee from department meets the qualifications for the position, is selected to fill the position, and accepts the new appointment, that employee shall retain service credit for determining benefits.

ARTICLE 13, DISCHARGE OR SUSPENSION

- A. This agreement shall govern the discharge or suspension of Police Department employees.
 - 1. Employer shall not discharge non-probationary employees without just cause. Minor rules infractions will not be cause for discharge or suspension without an established pattern of continued misconduct. An established pattern is defined as more than three minor violations during a twelve (12) month period. Minor violations will be annotated on a standard Employee Warning Notice that entitles the employee to also make a statement about the events.
 - 2. Warning notices will be placed in the employee's personnel record and may be used as a basis for determining performance during annual evaluation. Supervisors must complete warning notices within ten (10) working days of discovery.
 - 3. It is the policy of the Town that discipline should be used to encourage appropriate standards of behavior and promote proper employee conduct. When circumstances permit, department directors are to pursue a philosophy of "Progressive Discipline," whereby employees receive increasingly severe levels of discipline for each successive instance of related misconduct. This will provide an employee an opportunity to modify and correct the behavior and/or work deficiencies.

4. When imposing disciplinary measures on a current incident, supervisors will not take into consideration prior infractions of the Town or departmental rules and regulation which occurred more than eighteen (18) months previously. However, within the context of progressive discipline, the final action of dismissal from employment cannot be considered corrective or rehabilitative in nature since the employment relationship is terminated.
5. In such instances where progressive discipline has failed to achieve an employee's compliance with expected standards of behavior and a decision to dismiss the employee is under consideration, it is appropriate to review the employee's entire employment record with the Town.
6. It should be understood that depending on the nature and circumstances of the unsatisfactory performance or behavior, a supervisor may use any disciplinary measure deemed appropriate within his or her judgment and is not bound to follow the sequence outlined above. Progressive discipline is not necessarily required for discharge or suspension if the employee is dismissed or suspended for cause.

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

- a. Incompetence or inefficiency in the performance of duties.
- b. Conviction of a criminal offense involving moral turpitude.
- c. Violation of any lawful or official regulation or order, or failure to obey any lawful direction made and given by a supervisor where such violation or failure amounts to an act of insubordination or a breach of proper discipline, or has resulted or might reasonably be expected to result in loss or injury to the Town or public.
- d. Wanton use of offensive conduct or language toward the public, Town officials, or other employees.
- e. Carelessness and negligence in the handling and control of Town property.
- f. Inducing or attempting to induce any Town employee to commit an unlawful act or to act in violation of any lawful and reasonable official regulation or order.

- g. Taking any fee, gift, or other valuable thing in the course of work or in connection with work, for personal use when such is given with the expectation of receiving a favor or better treatment.
 - h. Dishonesty in the performance of duty, or in the employees application for employment with the Town.
 - i. Unauthorized absence from work.
 - J. Drinking of alcoholic beverages or using any drug(s) to the extent of affecting job performance as determined by the Town, or consumption or use of alcoholic beverages or illegal drugs while at work.
 - k. Possession, use, distribution, sale, or manufacture of a controlled substance.
 - 1. Failure to satisfactorily perform job duties, disruption of the employer's operation, or other legitimate business reason.
- 4. Supervisors must complete suspension or termination notices within ten (10) working days of occurrence or discovery. They will be completed in writing and will be provided to both the employee and the Association.
 - 5. Circumstances related to both warning notices and suspension or termination may be grieved using the grievance procedure. All formal grievances must be submitted within ten working days of the event or discovery, per Article 15, below.

ARTICLE 14, GRIEVANCE PROCESS

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

STEP I Any grievance must be discussed at this level within fourteen (14) calendar days of the employee becoming aware of the initial problem. This step is an opportunity for both parties to resolve the issue informally through a dialogue with their supervisor. The

supervisor has ten (10) working days to resolve the grievance or inform the grievant that the grievance may advance to the next step. If the magnitude of the grievance is serious enough that termination is the remedy proposed by the employer, this step may be bypassed.

STEP II

The grievant has ten (10) working days from the end of Step I to present the grievance formally in writing to the Chief of Police. Formal filing of a grievance means that the grievant must present a brief but thorough written description of the grievance and the facts upon which it is based.

It also must detail the proposed remedy or correction sought with reference made to the section of the collective bargaining contract that the grievant believes was violated. In addition to the above, the grievant must contact the MPEA Field Representative for information and advice. The Chief of Police shall have ten (10) working days to resolve/respond to the grievance. If the grievance is still unresolved the Chief will render his/her decision to the employee in writing and forward a copy to the Town Operations Manager.

STEP III

Following receipt of the Chief of Police's response to Step II, the Town Operations Manager shall have ten (10) working days to review the grievance and provide a written response to the involved parties.

STEP IV

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

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

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

ARTICLE 15, UNIFORM ALLOWANCE & TRAINING AMMUNITION

The Employer will supply employees with all required uniform items and footwear to

perform their duties as reflected in the Police Department Policies.

The employer shall provide training ammunition as required by the training policies for the police department.

ARTICLE 16, HEALTH AND WELFARE

- A. The employer shall contribute 75% of each premium and the employee shall contribute the remaining 25% of the current health insurance in effect.
- B. The health and safety of employees shall be reasonably protected while in the service of the employer. Both parties to this agreement hold themselves responsible for the mutual cooperative enforcement of safety rules and regulations.
- C. If the employee desires, the employer will provide a membership to a local gym or fitness center at no cost to the employee.
- D. The employer shall carry a \$50,000 life insurance policy on each officer.

ARTICLE 17, LIGHT DUTY/PARENTAL LEAVE

Maternity & Parental Leave shall be in accordance with Town Policy.

In accordance with MCA 7-32-4136, the Chief of Police may, at their discretion, utilize a sick or injured employee in a "light duty" capacity with the written authorization from the employee's treating physician.

ARTICLE 18, LIABILITY INSURANCE

The employer, in accordance with 2-9-305, MCA shall pay the necessary premiums to provide general liability insurance and the necessary surety bonds for all employees performing his/her duties for essential Town business.

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

ARTICLE 19, TRAINING AND EDUCATIONAL ADVANCEMENT

The employer shall provide proper training and education for the advancement and benefit of the employees. Such training and education shall be recommended by the Chief of Police. The Employer will meet or exceed the State of Montana's minimum annual training requirements.

ARTICLE 20, PENSIONS

The Town will continue to participate in the Municipal Police Officers' Retirement System (MPORS). Officers may elect to make their own contributions to the Town's Section 457 plan.

ARTICLE 22, COMPENSATION AND PAY PERIODS

- A. Addendum 1 shall show implementation of pay plan for current employees.
- B. Employees shall move to the next pay increments by satisfactorily performing duties as documented by their most recent evaluation and in accordance with Montana POST Certification Requirements as outlined below:
 - 1. **Entry:** Shall be from the date of hire until the end of the probationary period, unless the officer currently holds a Basic certificate or higher. Officers who hold a higher certificate will start at the level of their certificate but will be paid at one pay band lower than level of their certificate for the duration of the probationary period.
 - 2. **Basic:** Officers must have completed:
 - a. The discipline-specific Basic course at MLEA or a POST-approved equivalent
 - b. One full year of discipline-specific employment with the Town
 - c. Their probationary period with the Town.
 - 3. **Intermediate:** Officers must have completed:
 - a. The discipline-specific Basic Certificate
 - b. Served at least one (1) year with the Town and be satisfactorily performing the duties, attested to by the Chief of Police
 - c. Four (4) years' experience and 200 job-related POST training hours
 - 4. **Advanced:** Officers who have completed:
 - a. The discipline-specific Intermediate certificate or higher
 - b. Served at least one (1) year with the Town and be satisfactorily performing the duties, attested to by the Chief of Police
 - c. Eight (8) years' experience and 400 job-related POST training hours
- C. Pay periods for all employees will be a two-week period opening on Sunday and closing every second Saturday for a total of 26 pay periods per year. Paychecks will be distributed every two (2) weeks, five (5) business days after the end of the pay period.
- D. The bi-weekly payroll will be established no later than July 1 of 2016

- E. Voluntary deductions will be based on current pay practice as administered by the Town.
- F. Merit increases of 2% will be applied after a satisfactory performance evaluation unless the employee achieves a pay band increase in that same year.

ARTICLE 22, PERSONAL USE OF TOWN FACILITIES

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

ARTICLE 23, MUTUALLY AGREED NO STRIKE, NO LOCKOUT

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

ARTICLE 24, TERM OF THE AGREEMENT

Except as provided below, this agreement shall terminate on June 30,2018.

On or before March 1, 2018, the bargaining unit may notify the Town in writing or electronically of its desire to negotiate the terms and provisions of a successor agreement the Town reserves the right to notify the association of its desire to open negotiations. Promptly following such notification, the parties shall meet and engage in such negotiations.

If neither party hereto gives notice to the other party of its desire to negotiate a successor agreement prior to the date specified above, this contract shall automatically be renewed for a single one year term. After this one-year period is over, the Agreement expires completely. If neither party wishes to make changes, a new contract term shall be agreed upon.

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

This agreement shall be effective as of the signed date.

Ratification of terms of agreement between the Town of West Yellowstone and the members of the Montana Public Employees Association, West Yellowstone Police Protective Unit entered into on _____

For the Town of West Yellowstone;

For the West Yellowstone Police Protective Unit, MPEA

Addendum #1

Entry: \$ 18.09

Basic: \$ 19.25

Intermediate: \$ 22.50

Advanced: \$ 26.03

**Town of West Yellowstone
Wastewater Treatment Lagoon Site
Lease Agreement**

1. PARTIES

This agreement, made and entered into this _____ day of _____, 2016, by and between the State of Montana, Department of Transportation, Aeronautics Division (“Lessor” or “Department”), and the Town of West Yellowstone, acting by and through its duly qualified and elected Town Council (“Lessee”).

2. PURPOSE OF LEASE

Lessee desires to lease ground at the Yellowstone Airport from Lessor for the purpose of the construction and operation of a wastewater treatment facility. Lessee agrees to use the leased area for the purposes of construction and operation of the wastewater treatment facility only.

3. PREMISES DESCRIPTION

The leased area consists of a particular lot of unimproved land, more particularly described by Attachment A, which, by reference, is incorporated in and made a part of this lease. The term “premises” refers to the real property as described by Attachment A, including any improvements located thereon during the term of this lease.

4. TERM OF LEASE

The term of the lease shall be for ten years or until January 31, 2026. If, during the ten year term, Lessee, its successors or assigns, should cease to use the property for a wastewater treatment facility, this lease shall be terminated according to the Termination paragraph below. In the event of lease termination, Lessee shall return the leased area to its original condition, including filling with native soils, grading and removal of all constructed features.

5. CONSIDERATION

Lessee shall pay to Lessor the total sums according to the following schedule for rental of the premises. The annual payment must be remitted by May 31st for the associated year annually.

<u>Year</u>	<u>Annual Fee</u>
2016	\$20,000
2017	\$25,000
2018	\$30,000
2019	\$35,000
2020	\$40,000
2021	\$40,600

2022	\$41,209
2023	\$41,827
2024	\$42,454
2025	\$43,090

Prior to the fifth year (2020), at Lessor’s discretion, Lessor may reevaluate the lease agreement in its entirety, including the fee schedule. If Lessor chooses to reevaluate the agreement, Lessor shall notify Lessee, in writing, 180 days prior to the 2020 lease expiration date. If Lessor chooses not to exercise the reevaluation, the fee schedule will continue as described in the above table for years 6-10 (2021-2025).

6. REQUIRED MAINTENANCE

Lessee shall, throughout the term of this lease, at its own cost, and without any expense to Lessor, keep and maintain the premises, including all buildings and improvements of every kind, in good, sanitary, and neat order, condition and repair. Lessee shall restore and rehabilitate any improvements, in good, sanitary, and neat order, condition and repair. Lessee shall restore and rehabilitate any improvements which may be destroyed or damaged by fire, casualty, or any other repairs, replacements, or renewals of any kind, nature, or description whatsoever to the premises or any buildings or improvements.

7. LESSOR REQUIREMENTS

Lessor will operate and manage the airport facility in accordance with MDT Aeronautics Division standards and Federal Aviation Administration rules if applicable and make the airport available and open to the public for typical airport uses.

8. SPECIFIC REQUIREMENTS AND ALLOWED AND PROHIBITED USES OF LEASED AREA

A. Uses of Premises - Lessee must not use, or permit the premises, or any part thereof, to be used, for any purpose other than the purpose for which the premises are leased; and no use shall be made or permitted to be made of the premises, or acts done, which will cause a cancellation of any insurance policy covering any structure located on the premises.

Lessee must not sell any article, or permit to be kept, used, or sold, any article which may be prohibited by Lessee's fire insurance policies. Lessee shall, at its sole cost, comply with all requirements pertaining to the premises, of any insurance organization or company, necessary for the maintenance of insurance, covering any building and appurtenances at any time located on the premises.

This lease is given subject to all of the restrictions and covenants contained in the correction deed given by the United States of America to the State of Montana, dated August 12, 1968, insofar as applied to this treatment facility.

Lessee must comply with all State and Federal requirements regarding operation of public wastewater treatment facility. Lessee is to comply with all State and Federal permitting requirements including proper approvals from Montana Department of Environmental Quality and other permits as applicable to a public wastewater treatment facility.

- B. No Sharing or Sub-Lease Use** - Lessee may not sublet the premises in whole or in part without Lessor's consent. Lessee shall not assign or transfer this lease or any interest herein, without the prior written consent of Lessor, and any consent to an assignment shall not be deemed to be a consent to any subsequent assignment. Any such assignments without such consent shall be void, and shall at the option of Lessor, terminate this lease.
- C. Utilities** - Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities of every kind furnished to the premises throughout the term of this lease, and all other costs and expenses in connection with the use, operation, and maintenance of the premises and all Lessee's activities. Lessor shall have no responsibility of any kind for any utility payment.
- D. Lessor's Right of Entry** - Lessee shall permit Lessor and Lessor's agents and employees to enter into and upon the premises at all reasonable times for the inspection of leased premises to ensure compliance with the terms of this lease.
- E. Taxes and Assessments** - Lessee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, or imposts, whether general or special, ordinary or extraordinary, of every name, nature and kind whatsoever which are from time to time assessed, charged or levied against the premises.
- F. Liens** - Lessee shall keep all of the premises and all buildings and other improvements free and clear of any and all mechanics', materialmen's, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Lessee.
- G. Encumbrance of Lessee's Leasehold Interest** - Lessee may encumber by mortgage or deed of trust, or other proper instrument, its leasehold interest and estate in the premises, together with all of Lessee's building and improvements, as security for any indebtedness. The execution of any instrument, or the foreclosure or sale under an instrument, either by judicial proceedings, or conveyance by Lessee to the holder of such indebtedness, or the exercising of any right, power, or privilege reserved in any mortgage or deed of trust, shall not be held as a violation of any of the terms or conditions of this lease. No such encumbrance, foreclosure, conveyance, or exercise of right shall relieve Lessee from its liability under this lease.

H. Protected Surfaces - No structure, building, or dike may be constructed upon the premises which would protrude into the protected surfaces as defined by Federal Aviation Regulations Part 77.

I. Underground Storage Tank - No construction or installation of any underground fuel storage tank dispensing system located on leased property will be allowed.

9. WILDLIFE MANAGEMENT

Lessee shall record daily wildlife activity observations on the “Daily Wildlife Management Log” provided by Lessor in the Yellowstone Airport Wildlife Hazard Management Plan (WHMP). This activity report will be submitted by Lessee to Lessor on a monthly basis for the months May through November annually.

Lessee shall cease operation of the wastewater treatment facility if wildlife, in particular waterfowl, are shown to be attracted to the wastewater facility, cannot be controlled by Lessee, and are determined by Lessor to be a hazard to aircraft operations. Any and all related costs associated with wildlife control and mitigation due to the operation of the wastewater treatment facility will be the sole responsibility of Lessee.

10. ENVIRONMENTAL HAZARDS

In the event that soils or other materials are found on the leased site that are “Hazardous or Deleterious Substances” as defined by the Montana Comprehensive Environmental Cleanup and Responsibility Act, §75-10-701 et. seq., MCA (“CERCRA”), “Hazardous Substances: as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9600, et. seq. (“CERCLA”), “Hazardous Waste” as defined by the Montana Hazardous Waste and Underground Storage Tank Act, §75-10-401, et. seq. MCA, or the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et. seq., or which require special remediation or disposal pursuant to any other applicable law, Lessee shall excavate, handle and dispose of such soils or other materials only in compliance with such statutes and regulations. In the event that the Lessee leaves any of the above-described materials on the property, the Lessor may, at its option, have the wastes properly disposed of at the cost of storage, transport and disposal. All Hazardous Materials must be appropriately labeled and stored.

In the event that a hazardous material spill occurs on the property, it is the responsibility of the Lessee to have the spill cleaned up according to State and Federal Laws and Regulations. In the event that drains or floor sumps are contaminated, it will be the responsibility of the Lessee to clean up those systems. Lessor is aware that there are significant penalties for improperly disposing of wastes or submitting false information, including the possibility of fine and imprisonment for knowing violations.

Lessee agrees to indemnify and hold harmless the State of Montana, Department of Transportation, Aeronautics Division, from any and all actions, claims, demands, liabilities, losses, damages, expenses, clean-up costs, or judgments (including attorney’s fees), and damage

to property or for loss of use of property, or for any other cause, which may be imposed, or that the Lessor may sustain, as a result of Lessee's impact on any hazardous or deleterious waste, as defined in section 75-10-701, MCA, or any solid wastes, which are located on the land being leased.

11. AIRPORT RULES AND MINIMUM STANDARDS

- A. Airport Rules and Regulations** - Lessee shall comply with any and all applicable rules and regulations set forth by the MDT Aeronautics Division and the Federal Aviation Administration in accordance with airport operations.
- B. Airport Minimum Standards** - Lessee shall comply with any existing or future airport minimum standards set forth by the MDT Aeronautics Division. Minimum Standards are not incorporated as part of this Lease, however, they carry the full weight and effect as all other conditions in regards to this lease. Non-compliance by the Lessee of any Airport Minimum Standards while operating on the airport is grounds for termination of this lease.

12. LOCAL, STATE AND FEDERAL LAWS AND INSPECTION OF PROPERTY AND RECORDS

Lessee represents and warrants Lessee is in compliance with all applicable Local, State and Federal laws and regulations in the execution of this lease. Lessee agrees to provide the Departments of Transportation or Administration, the Legislative Auditor, the Legislative Fiscal Analyst, or their authorized agents' access to any records concerning this lease. Lessee agrees to create and retain all records supporting this lease for a period of three years after either the completion date of this lease or the conclusion of any claim, litigation or exception relating to this lease taken by the State of Montana or a third party.

Lessor shall have the right, through its agents or agents of another appropriate agency, for reasonable ingress and egress to inspect the premises, buildings and grounds to ascertain Lessee is adhering to the terms of this lease.

13. TERMINATION

Lessor may, by written notice to Lessee, terminate this lease at any time without cause. This lease may also be terminated without cause or amended at any time during the term of the lease if the location is needed for any Department project or aviation-related purposes. Termination for any reason shall not entitle Lessee to any refund for rentals paid or exemption from the payment of any rents, penalties, or other compensation due under the terms of the lease. Lessor must give notice of termination to Lessee at least 30 days prior to the effective date of termination.

The Lessor, at its sole discretion, may terminate or reduce the scope of this lease if available funding is reduced for any reason (Mont. Code Ann. §18-1-401).

- A. Opportunity to Cure** - Opportunity to cure any breach of the lease by Lessee for any and all terms except those described in the Consideration section shall be at the sole discretion of Lessor. If Lessee fails to perform any of the terms of this lease, the Lessor may give written notice to perform. If the nonperformance continues to 10 days after service of the notice, the Lessor may give notice to terminate this lease, and 20 days after service of the notice, the lease will terminate.
- B. Opportunity to Cure Breach of Rent** - Any rental payment received by Lessor after the deadline for rental payments as described in this lease shall be assessed a penalty in the amount of five percent of the entire annual rental that was due. Partial payments will not be accepted. Lessor may, in its sole discretion and without any obligation, remind Lessee of any rental payment lateness or insufficiency.

Lessee shall not be liable to Lessor for any amount which would have been payable in the future had this lease not been terminated under this section. Lessee shall be liable to the Lessor only for the amount owed to the Lessor up to the date the Lessee vacates the premises.

- C. Removal of Personal Property** - Lessee shall have the right to remove personal property and personal equipment from said property within 30 days after the termination of this lease or termination of any extension or renewal of this lease. Lessee shall restore the leased real-estate property to its original condition within 120 days after removing equipment.

14. INSURANCE

Lessee shall maintain for the duration of the lease, at its cost and expense, insurance against claims for injuries or accidents to persons or damages to property which may arise from or be in connection with the performance of the work, negligent use or occupancy of the leased premises.

- A. Primary Insurance** - The Lessee's insurance coverage shall be primary insurance as respect to the Lessor, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the Lessor, its officers, officials, employees or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
- B. Coverage** - The Lessee shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Lessee or its officers, agents, representatives, assigns, clients, or sublessees.
- C. Additional Insureds** - The State of Montana, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Lessee, including the insured's general

supervision of the Lessee; products and completed operations; premises owned, leased, occupied, or used.

- D. **Change in Coverage** - Lessee must notify the Lessor immediately of any material change in insurance coverage such as changes in limits, coverages, change in status of policy, etc. The Lessor reserves the right to require complete copies of insurance policies at all times.
- E. **Lessee's Property** - The Lessee shall be responsible for acquiring whatever insurance the Lessee deems necessary to safeguard the Lessee's interest in the Lessee's real and personal property stored on the airport and, in this regard, expressly covenants and agrees to assert no claim against Lessor as a result of loss or damage to any real or personal property stored on the airport belonging to Lessee resulting from actions of any third party. The Lessee hereby covenants and agrees to take whatever steps the Lessee sees fit to take in protecting the Lessee's person and property from loss or damage as the result of vandalism, malicious mischief, theft, or kindred losses, and, in this regard, agrees to assert no such claim against the Lessor for these losses.
- F. **Criminal Activity** - All losses suffered by the Lessee resulting from the criminal activity of others shall be reported to the police or sheriff's department having jurisdiction. The Lessor assumes no responsibility for such losses.

15. **WORKERS' COMPENSATION INSURANCE**

Lessee is required to comply with the provisions of the Montana Workers' Compensation Act while performing work in the State of Montana in accordance with Mont. Code Ann. §§39-71-401, 39-71-405, and 39-71-417. Neither Lessee nor its employees are employees of the Lessor. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and must be received by the Aeronautics Division, Montana Department of Transportation P.O. Box 200507, Helena, MT 59620-0507 within 10 working days of the execution of this lease. This insurance/exemption must be valid for the entire term of the lease. All renewal documents must be sent to the Lessor upon expiration of previous documents.

16. **HOLD HARMLESS AND INDEMNIFICATION**

Lessee agrees to indemnify and hold harmless the State of Montana, Department of Transportation, Aeronautics Division, and its officials, employees and other staff from and loss, liability or expense (including costs and attorney's fees) for injury to or death to any person, or loss or destruction of any property caused by Lessee's negligent use or occupancy of the leased premises.

17. VENUE AND CHOICE OF LAW

The laws of Montana govern this Lease. The parties agree that any litigation concerning this lease must be brought in the First Judicial District in and for the County of Lewis & Clark, State of Montana and each party shall pay its own costs and attorney fees.

18. ASSIGNMENT, TRANSFER OR SUBLEASE

Lessee may not assign, transfer, or sublease this lease or any area controlled by this lease without the prior written consent of the Lessor

19. NOTICE

Any notice or demand required or permitted to be given under this lease must be in writing. Written notice shall be deemed given when hand delivered, or when mailed by first class mail, postage prepaid, to the addresses specified in this section. The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given to such party as above provided.

Lessor's representative for purposes under this lease is Debbie Alke, Administrator of the MDT Aeronautics Division, or her designated representative or replacement, P.O. Box 200507 Helena, MT 59620-0507, telephone (406) 444-2506.

Lessee's representative for purposes of this lease is Town of West Yellowstone, PO Box 1570 West Yellowstone, MT 59758.

20. SUCCESSORS IN INTEREST

The covenants and conditions of this lease shall, subject to the provisions as to assignment, transfer and subletting, apply to and bind the heirs, successors, executors, administrators, and assigns of the parties.

21. DEBARMENT

Lessee certifies, by execution of this lease, that neither it nor its principals are presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from participation in this lease by any governmental department or agency. If the Lessee cannot certify this statement, attach a written explanation for review by the State.

22. SEVERABILITY CLAUSE

If any provision of this lease is held to be illegal or void, the validity of the remaining items shall not be affected. This document contains the entire agreement of both parties. Any alteration or modification to this lease requires a written amendment signed by both parties.

TOWN OF WEST YELLOWSTONE

Lessee Signature

Date

Printed Name: _____

Title: _____

MONTANA DEPARTMENT OF TRANSPORTATION, AERONAUTICS DIVISION

Jeff Kadlec, Yellowstone Airport Manager
MDT Aeronautics Division

Date

Debbie Alke, Administrator
MDT Aeronautics Division

Date

APPROVED FOR LEGAL CONTENT:
