

Town of West Yellowstone

Tuesday, January 9, 2024

West Yellowstone Town Hall, 440 Yellowstone Avenue

The Town Council work session/meeting will be conducted in person and virtually using ZOOM, connect at zoom.us or through the Zoom Cloud Meetings mobile app.

Meeting ID: 893 834 1297.

TOWN COUNCIL MEETING

7:00 PM

Pledge of Allegiance

Election of the Mayor and Deputy Mayor for 2024

Oaths of Office

Comment Period

- Public Comment
- Council Comments

Treasurer's & Securities Reports

Purchase Orders #5970 to Rod's Diesel & Generator Service, 150 KW portable generator, \$17,000.00
#6319 to Duval Ford, 2024 Ford F-150 Police Responder + buildout, \$67,815.00

Claims

Business License Applications

Consent Agenda

Minutes: **December 19, 2023 Town Council Meeting**

Town Manager & Staff Reports

Advisory Board Reports

ACTION ITEMS

Marketing and Promotions Fund Award Recommendations	Discussion/Action
▪ Hebgen Lake Ice Fishing Tournament, \$8000	
Cellphone and Equipment Tower Lease, Horvath Towers VI, LLC	Discussion/Action
Montana DNRC: UCF FD FY 24 Grant Opportunity	Discussion/Action
Montana DNRC: UCF IRA FY 24 Grant Opportunity	Discussion/Action
Correspondence/FYI/Meeting Reminder	



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 Town 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 prior to regular Tuesday meetings 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 (406) 646-7795 or eroos@townofwestyellowstone.com.
- 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.



WY

Statistics	TOTAL
Registered Voters - Total	752
Ballots Cast - Total	369
Paper Ballots Cast - Total	369
Cards Cast - Total	0
Ballots Cast - Blank	0
Paper Ballots Cast - Blank	0
Cards Cast - Blank	0
Voter Turnout - Total	49.07%

COUNCIL MEMBER WEST YELLOWSTONE

Vote For 2

TOTAL

JEFF MATHEWS	262
TRAVIS WATT	302
Write-In Totals	51

PETITION WEST YELLOWSTONE

Vote For 1

TOTAL

FOR	128
AGAINST	240

**2023 Municipal General and Central Valley
Fire District Special Election
November 7, 2023**

Turnout by District

DISTRICT	Total Qualified Voters*	Ballots Accepted & Counted	Turnout %
Belgrade	7,491	2,214	29.56%
Bozeman	41,309	12,750	30.86%
Manhattan	1,442	567	39.32%
West Yellowstone	752	369	49.07%
CVFD	23,978	8,508	35.48%
Election Wide	67,481	22,194	32.89%

**Qualified Voter counts includes inactive voters. Inactive voters are registered voters who do not automatically receive a ballot in all-mail ballots and must reactivate to receive a ballot.*

Ballot Return by District

DISTRICT	Total Active & Provisional Voters	Ballots Accepted & Counted	Return %
Belgrade	5,387	2,214	41.10%
Bozeman	28,528	12,750	44.69%
Manhattan	1,173	567	48.34%
West Yellowstone	551	369	66.97%
CVFD	18,467	8,508	46.07%
Election Wide	48,719	22,194	45.56%

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 9, 2024



State of Montana
Gallatin County

Elizabeth Roos, Town Clerk & Notary Public
Residing in West Yellowstone
My Commission Expires August 9, 2027

P.O. BOX 1570

TOWN OF WEST YELLOWSTONE

PHONE: 406-646-7795

MONTANA

5210.430550.940

FAX: 406-646-7511

info@townofwestyellowstone.com

PURCHASE ORDER 5310.430630.940 14

Date 12-01-23

Ship Via

Order No. 005970

Department PUBLIC WORKS

TO: ROO'S DIESEL & GENERATOR SERVICE

ADDRESS:

PLEASE FURNISH THE TOWN OF WEST YELLOWSTONE WITH:

Quantity	Description
1	150 KW generator, portable power backup required by DER and in case of emergency

Authorized By

Estimated Cost \$ 17,000.00

Requested By:

VENDOR COPY - White OFFICE COPY - Canary

Rod's Diesel and Generator Service Inc.

(208)317-7637
 rod.rooney@gmail.com
 4390 Amber Lane
 Idaho Falls ID. 83406

Estimate

Date	Estimate #
12/1/2023	23105

Name / Address
Town of West Yellowstone PO Box 1570 West Yellowstone MT 59758

Project

Description	Qty	Cost	Total
Used Elliot QD150 portable generator SN BW08J011	1	17,000.00	17,000.00
		Subtotal	\$17,000.00
		Sales Tax (6.0%)	\$0.00
		Total	\$17,000.00

Jon Brown

From: Brian Hutchison <bhutchison@goemc.com>
Sent: Tuesday, December 19, 2023 4:18 PM
To: Jon Brown
Subject: 150kW Mobile Option

Jon,

Please see information below. Let me know if you have any questions or concerns.

Price: \$75,000.00
FOB Brighton, CO

Generator Set Specs

Unit #:090330
Capacity:150 kW
Rating: Standby
Manufacturer: SWP
Enclosure Type: Sound Attenuated Enclosure Mounted on Trailer
Voltage: VOLTAGE SELECTOR SWITCH V
Amps:226 AMPS
Hertz:60 Hz
Circuit Breaker Amps:600
Phase: Both
Location: Brighton, Colorado
of Leads:12
Model #:QP190
Serial #:77780615

Engine Specs

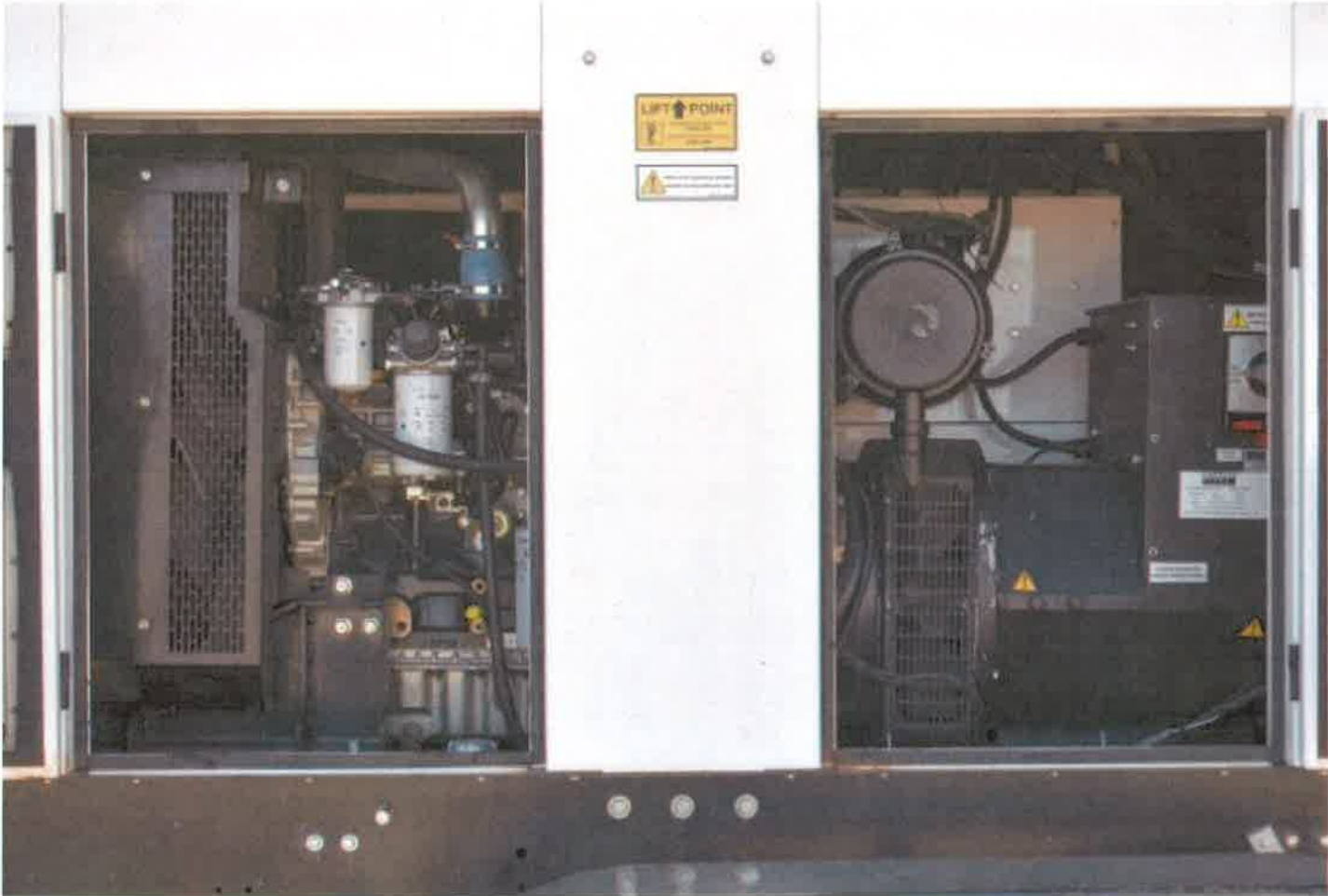
Make: Perkins
Year:2015
Hours:2911
Fuel Tank Capacity (Gallons):341
Model #:2682/1800
Serial #:U044340Y

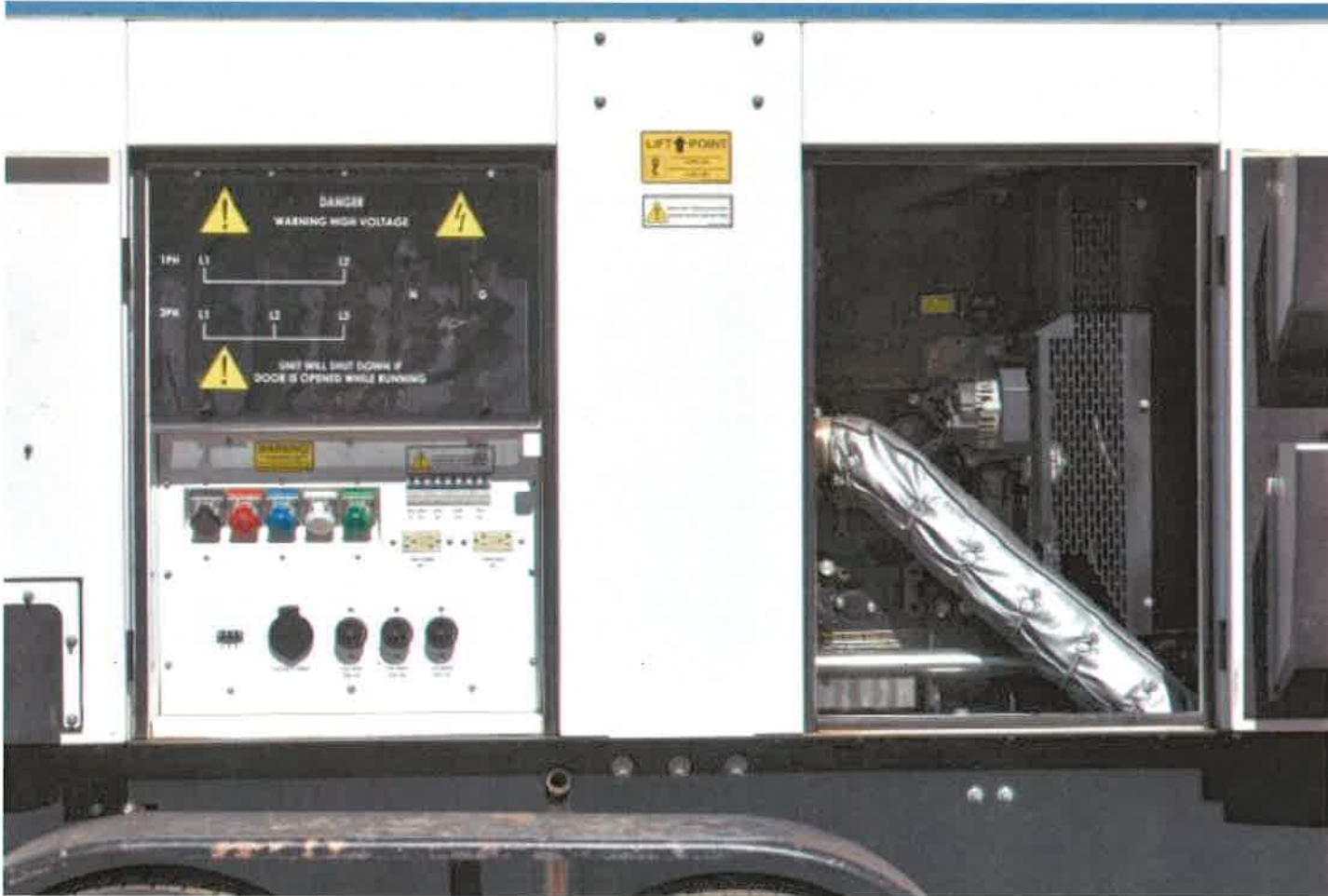
Additional Features

Dimensions (Inches):231 x 82 x 87
Weight (LBS):8500

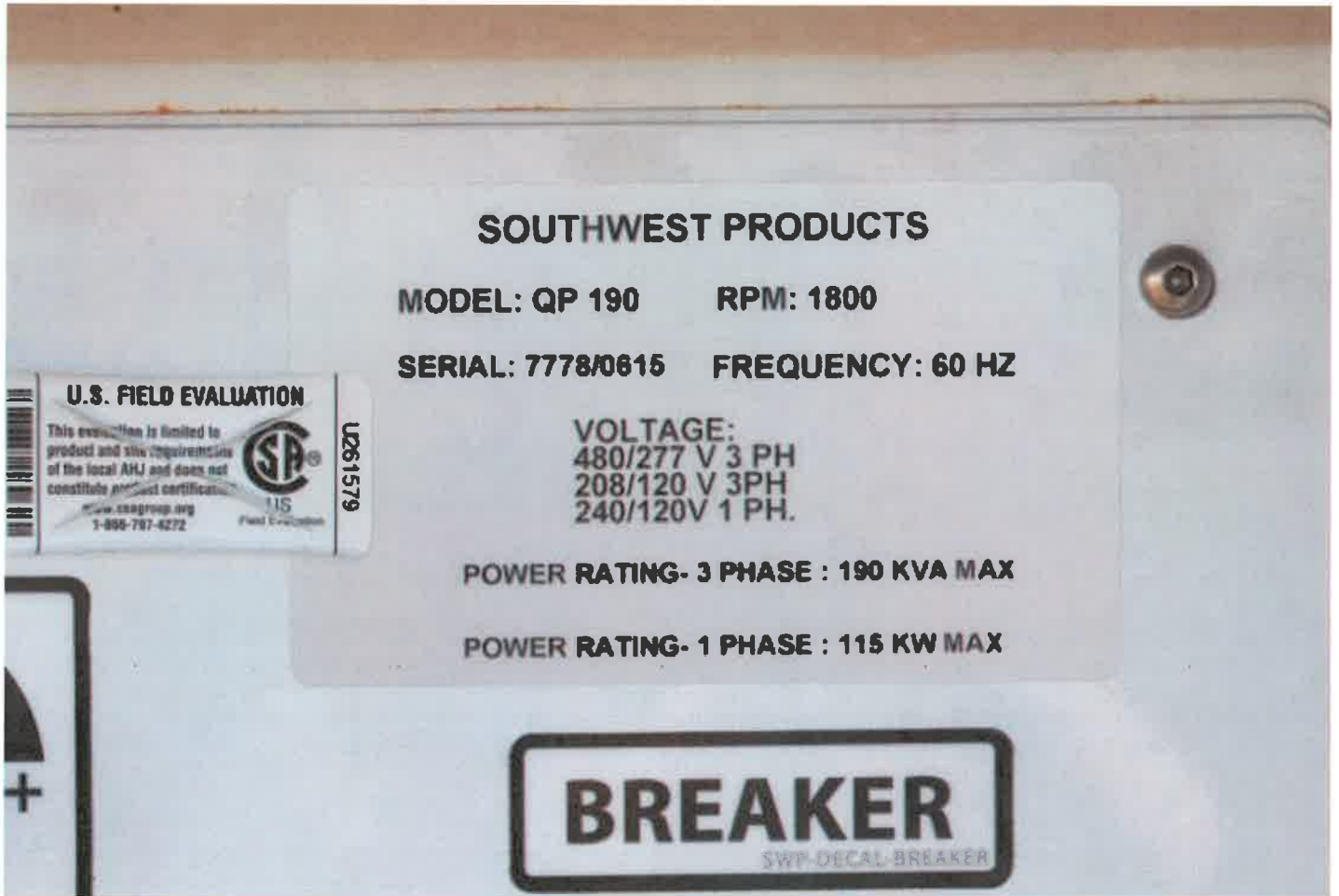












Much appreciated,

Brian Hutchison
Account Manager
Energy Management Corporation | goEMC.com
320 West Main St. Burley Idaho, 83318
Cell: 208-650-3098 | 24/7 Support: 800-433-4548



P.O. BOX 1570

**TOWN OF WEST YELLOWSTONE
MONTANA**

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

info@townofwestyellowstone.com

PURCHASE ORDER 4000-420110-944 K+

Date

Ship Via

Order No. 006319

Department

TO: Duval Ford

ADDRESS: 1616 CASSAT AVE

JACKSONVILLE, FL 32210-1600

PLEASE FURNISH THE TOWN OF WEST YELLOWSTONE WITH:

Quantity	Description
<u>1</u>	<u>2024 F-150 Police Response 4x4 @ \$49,120.⁰⁰</u>
<u>1</u>	<u>INTERIOR/EXTERIOR BUILDOUT - light bars + Controller, spotlight, grill GUNRD, sirens, center console, Half cage, ANTENNA, Graphics, Computer mount, etc. @ \$18,695.⁰⁰</u>

Authorized By [Signature]

Estimated Cost \$

67,815.⁰⁰

Requested By: MIKE GAVAGAN

VENDOR COPY - White OFFICE COPY - Canary

TOWN OF WEST YELLOWSTONE

WYPD Patrol Vehicle Purchase

2024 Ford F-150 Responder Package

The following information provides a more detailed description of Purchase Order #006319. The attached purchase order is for a new police patrol vehicle as part of our five-year Capital Improvement Plan to replace our aging fleet of patrol vehicles. The quote is for a 2024 Ford F-150 Police Responder. This will be identical to our most recent vehicle purchase, except it is a 2024 model. Just like our previous purchase, this pickup is designed specifically to be a police patrol vehicle and is not your standard pickup off the lot.

A few unique features of this truck are listed here: It is pursuit rated to 120 mph, has vinyl seats in the rear, engine block heater, police engine idle feature, keyless entry, 10 speed automatic transmission with ECO boost, driver's side mounted spot light, rear door lock inoperability for prisoner transports, and a center console wiring harness for ease of hookup of external gear.

There are two quotes associated with this purchase order. The first is a quote from Duval Ford for the pickup, \$49,120. The second is from Dana Safety Supply for the buildout of the interior and installation of the external equipment, \$18,695. This is a turnkey purchase which will be billed through Duval Ford for a total of \$67,815. We will be abandoning our 2014 Ford Interceptor upon receiving this new pickup. The Interceptor can be repurposed within another department or sold as surplus. Some internal equipment from that vehicle will be used to build out the new pickup. We had planned on doing this repurposing on the last vehicle purchase, but chose to keep the Interceptor intact after deciding to hire a 7th officer.

Dana Safety Supply (in Livingston) is one of two qualified installers in the State of Montana for the interior buildout, the other is located in Kalispel. I only had Dana bid this part of the project because Kalispel is too far away for the various potential trips necessary during buildout. I did receive three quotes for the pickup though. Duval Ford = \$49,120, Bozeman Ford = \$52,300, Woody Ford = \$49,037. The quote from Woody Ford is \$83 cheaper than Duval, but I would use up that savings getting the vehicle from Rexburg to Livingston as opposed to purchasing the turnkey option from Duval. I have included the quotes from all three dealers in this package.

Dodge is not currently manufacturing police pursuit rated vehicles. On Chevrolet's website, they indicate that they are manufacturing a police pursuit rated Silverado pickup for 2024. I have reached out to Ressler Chevrolet in Bozeman on four separate occasions to ask for a quote, but have never received a phone call back.

We have budgeted \$70,000 in the capital improvement plan, so the total cost of this purchase is within budget. I have reached out to Duval Ford for an estimated delivery time, but have not heard back as of yet. I hope to be able to update the council on an estimated delivery date at the council meeting.



TOWN OF WEST YELLOWSTONE

RECOMMENDATION: I recommend that we purchase the vehicle and buildout as a turnkey setup through Duval Ford for \$67,815.

I am available to answer any questions in advance of the council meeting or at the meeting. Thank you for taking the time to review this purchase order.



Michael P. Gavagan

Mike Gavagan

Chief of Police





Prepared by: Kirk Fried
12/19/2023

Duval Ford | 1616 Cassat Ave Jacksonville Florida | 322101600

2024 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 415 | Quote ID: westyello2

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$51,610.00
Options	\$1,610.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,995.00
Subtotal	\$55,215.00

Pre-Tax Adjustments

Code	Description	MSRP
Govt	Government Pricing Discount	-\$6,095.00
Total		\$49,120.00

Customer Signature

Acceptance Date



Prepared by: Kirk Fried

12/19/2023

Duval Ford | 1616 Cassat Ave Jacksonville Florida | 322101600

2024 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 415 | Quote ID: westyello2

As Configured Vehicle (cont'd)

Description

Monotone Paint Application

Radio: AM/FM Stereo w/6 Speakers

Includes:

- SYNC 4

Engine Block Heater

Front License Plate Bracket

Standard in states where required by law, optional to all others.

Rear-Door Controls Inoperable

For locks, handles and windows. Note: Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.

Power Glass Heated Sideview Mirrors

Includes manual folding, turn signal and black skull caps.

Rear Wheel Arch Liner

Remote Keyless-Entry Key Fob w/o Key Pad

Less PATS. Includes 4-key fobs and perimeter anti-theft alarm. Note: Available with Keyed Alike. However, key fobs are not fobbed alike when ordered with Keyed Alike.

Driver Only LED Bulb Spot Lamp (Unity)

Emissions

50 State Emissions System

Exterior Color

Atlas Blue Metallic

Interior Color

Black w/HD Police-Grade Cloth 40/Blank/40 Front-Seats

DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Order

Telephone: 800-845-0405

Sales Order No.	513268-B
Customer No.	WYELLOWPD

Bill To

WEST YELLOWSTONE POLICE DEPT
 PO Box 1570
 West Yellowstone, MT 59758

Ship To

WEST YELLOWSTONE POLICE DEPT
 124 Yellowstone Ave
 West Yellowstone, MT 59758

Contact:
 Telephone: 406-646-7600
 E-mail: police@townofwestyellowstone.com

Contact:
 Telephone: 406-646-7795
 E-mail: info@townofwestyellowstone.com

Order Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
12/19/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30
Entered By		Salesperson	Ordered By	Resale Number
Cody Craig		CODY CRAIG - MONTANA	CHIEF GAVAGAN	

Order Quantity	Open Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	MISC Headliner Bracket for F150 Watchguard Warehouse: MT	225.0000	225.00
2024	F-150 RESPONDER				

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Amount Shipped	0.00
Open Order	17,745.00

Subtotal	17,745.00
Freight	950.00
Order Total	18,695.00

Printed By: Cody Craig

DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Order

Telephone: 800-845-0405

Sales Order No.	513268-B
Customer No.	WYELLOWPD

Bill To
WEST YELLOWSTONE POLICE DEPT PO Box 1570 West Yellowstone, MT 59758

Ship To
WEST YELLOWSTONE POLICE DEPT 124 Yellowstone Ave West Yellowstone, MT 59758

Contact:
 Telephone: 406-646-7600

Contact:
 Telephone: 406-646-7795

E-mail: police@townofwestyellowstone.com

E-mail: info@townofwestyellowstone.com

Order Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
12/19/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Cody Craig	CODY CRAIG - MONTANA	CHIEF GAVAGAN			
Order Quantity	Open Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	7170-0236 GJ PEDESTAL KIT 2015+ F-150, 2017+ F-250/550 Warehouse: MT ALUMINUM BODIED TRUCKS --- *****	553.0000	553.00
1	1	Y	7170-0536 GJ Getac S410 Dock Station NO RF w/ 120w Lind Power su Warehouse: MT	1,071.0000	1,071.00
1	1	Y	GK10342UHK SMC DUAL VERT. RACK 2 UNIV. LOCKS W/ HC KEY Warehouse: MT "Dual T-Rail Mount2 Universal XL Handcuff Key Override"	0.0000	0.00
1	1	Y	XF4 DECKED 2 DRAWER PICK UP TRUCK BED BOX FOR 5'6" BE Warehouse: DROP DECKED 2 DRAWER DECKED SYSTEM FOR A 2023 FORD F-150 CREW CAB	1,450.0000	1,450.00
1	1	Y	A0062-LOCK DECKED DRAWER LOCKS, SET OF 2 Warehouse: DROP	65.0000	65.00
1	1	N	INSTALL INSTALLATION OF DECKED UNIT Warehouse: MT	315.0000	315.00

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Order

Telephone: 800-845-0405

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12/19/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Cody Craig	CODY CRAIG - MONTANA	CHIEF GAVAGAN			
Order Quantity	Open Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: MT LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****	425.0000	425.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: MT	4,250.0000	4,250.00
0	0	Y	CUSTOMER SUPPLIED CUSTOMER SUPPLIED EQUIPMENT Warehouse: MT KENWOOD RADIO RADAR SYSTEM SETINA GUN LOCKS REFURBISHED WATHGUARD SYSTEM	0.0000	0.00
1	1	Y	GRAPHICS-459993 GRAPHICS FOR SO 459993 Warehouse: MT	0.0000	0.00
1	1	Y	INSTALL-GRAPHIC INSTALLATION OF GRAPHICS DANA Warehouse: MT	0.0000	0.00

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 GREENSBORO, NC 27407

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Telephone: 800-845-0405

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Cody Craig		CODY CRAIG - MONTANA	CHIEF GAVAGAN	

Order Quantity	Open Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	32836 LAIRD (TES) MB8UMI 3/4" BRASS MT, COAX W/MINI-USB CON Warehouse: MT LAIRD # MB8UMI 3/4 " BRASS PERMANENT MOUNT ANTENNA BASE WITH 17' OF RG58/U COAX CABLE WITH AN INSTALLED MINI UHF CONNECTOR. *****	0.0000	0.00
1	1	Y	65794 TES PCTEL 132-174 MHZ VHF WIDE BAND ANTENNA, MWV1322S Warehouse: MT	0.0000	0.00
1	1	Y	5032B BLUE SEA SYSTEM FUSE BLOCK ST BLADE Warehouse: MT	0.0000	0.00
1	1	Y	CG-X HAV CHARGE GARD, UNIVERSAL, CONTROL MODULE Warehouse: MT INFINITE TIMER, SURGE PROTECTOR 12VDC, 30a *****	0.0000	0.00
1	1	Y	05.0700.075 ABL 75 AMP RELAY (CIRCUIT BREAKER) Warehouse: MT	0.0000	0.00

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 GREENSBORO, NC 27407

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Entered By		Salesperson	Ordered By	Resale Number
Cody Craig		CODY CRAIG - MONTANA	CHIEF GAVAGAN	

Order Quantity	Open Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	7160-0063 GJ 12V OUTLET RECEPTACLE ONLY (782-1685) Warehouse: MT FITS IN STANDARD 12 V OUTLET RECEPTACLE KNOCKOUT IN PANEL OR CONSOLE. ***** ****	0.0000	0.00
1	1	Y	15371 GJ DUAL USB POWER PORT 4.2 A Warehouse: MT FITS ROCKER SWITCH KNOCK-OUT *****	0.0000	0.00
1	1	Y	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: MT	0.0000	0.00
1	1	Y	1K0574FDT15F150PDR 6VS SPT COATED POLY PARTITION 2015 F150 Warehouse: MT	0.0000	0.00
1	1	Y	WK0595FDT15F150 SMC CLEAR POLY WINDOW BARRIER FOR 2015+ FORD F-150 Warehouse: MT VEHICLE YEAR - *****	0.0000	0.00

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Sales Order

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

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Cody Craig		CODY CRAIG - MONTANA	CHIEF GAVAGAN		
Order Quantity	Open Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	ETHFSS-SP-ISO SOI SOLID STATE ISOLATED HEADLIGHT FLASHER Warehouse: MT NOTE --- NO FLASHER AVAILABLE FOR THE HIGH INTENSITY GAS DISCHARGE HEADKIGHTS. POSITIVE SIDE SWITCHING ONLY *****	0.0000	0.00
1	1	Y	ETFBSSN-P SOI 100% SOLID STATE TAILLIGHT FLASHER (12-WIRE) Warehouse: MT	0.0000	0.00
1	1	Y	7160-0339 GJ FULL FACEPLATE WEC CENCOM GOLD/SAPPHIRE 1 PC. BRAKET Warehouse: MT	0.0000	0.00
1	1	Y	7170-0883-03 GJ KIT 2021+ Ford F-150 Wide Body Console Box with P Warehouse: MT INCLUDES FACE PLATES AND FILLER PLATES AS NOTED 1) 7140-0335 1) 16030 1) 20549 15082	0.0000	0.00
1	1	Y	GJ ROCKER SWITCH & CIGARRETTE KNOCK-OUT PANEL Warehouse: MT	0.0000	0.00

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12/19/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30
Entered By		Salesperson	Ordered By	Resale Number
Cody Craig		CODY CRAIG - MONTANA	CHIEF GAVAGAN	

Order Quantity	Open Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	FLD21-100 THUNDER STRUCK FORD FRONT GRILLE 21+ Warehouse: MT	0.0000	0.00
4	4	Y	CD3802RBW-S CODE3, MEGATHIN, SURFACE MT, RED/BLU/WHT, +SMOKI 3CLR Warehouse: MT REPLACES BI-M16S WITH TRIO CODE 3 - SMOKED SURFACE MOUNTS 2 ON GRILLE GUARD 2 ON TAILGAGE GRILLE GUARD - WHITE ON SCNEE TAILGATE - WHITE IN REVERSE	0.0000	0.00
1	1	Y	ETSA481RSP SOI, 400 SERIES REMOTE SIREN, 100WATT Warehouse: MT	0.0000	0.00
1	1	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: MT 100J series composite speaker w/ universal bail brkt-100 watt	0.0000	0.00

Print Date	12/19/23
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Sales Order

DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Order No.	513268-B
Customer No.	WYELLOWPD

Bill To
WEST YELLOWSTONE POLICE DEPT PO Box 1570 West Yellowstone, MT 59758

Ship To
WEST YELLOWSTONE POLICE DEPT 124 Yellowstone Ave West Yellowstone, MT 59758

Contact:
 Telephone: 406-646-7600
 E-mail: police@townofwestyellowstone.com

Contact:
 Telephone: 406-646-7795
 E-mail: info@townofwestyellowstone.com

Order Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
12/19/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Cody Craig	CODY CRAIG - MONTANA	CHIEF GAVAGAN			
Order Quantity	Open Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	EVP EMERGENCY VEHICLE PACKAGE. Warehouse: MT	9,391.0000	9,391.00
1	1	Y	HZND4-1RB2W BI 4 Head Horizon light stick - DUAL COLOR/ DUAL MODE Warehouse: MT front of PB - FACE FRONT R/B WITH WHITE SCENE ON SCENE	0.0000	0.00
1	1	Y	PNFLBF34 SOI, HOOK KIT, 2021-23 F150 F250, 54-60" SEE WEB Warehouse: MT https://soundoffsignal.com/support-page/vehicle-specific-lookup/ Hook Kit - Standard Fixed Mount Hook Kit for Standard Fixed Mount (see Vehicle Lookup under Support on our website or call for Part Numbers)	0.0000	0.00
1	1	Y	221016-0002 UNI 6' SPOTLIGHT BLACK (335) S04 LH Warehouse: MT	0.0000	0.00
1	1	Y	9078 UNITY INSTALLATION KIT LH FOR F150 Warehouse: MT	0.0000	0.00

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Preview Order 9999 - W1P - 4x4 Police SuperCrew: Order Summary Time of Preview: 12/15/2023 12:53:20 Receipt: NA

Dealership Name: Kendall Ford of Bozeman

Sales Code : F74622

Dealer Rep. Gary Berg	Type Fleet	Vehicle Line F-150	Order Code 9999
Customer Name town of west	Priority Code C2	Model Year 2024	Price Level 415

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F150 4X4 SUPERCREW POLICE- 145	\$51610	BLACK PLATFORM RUNNING BOARDS	\$255
145 INCH WHEELBASE	\$0	ENGINE BLOCK HEATER	\$90
TOTAL BASE VEHICLE	\$51610	50 STATE EMISSIONS	\$0
ATLAS BLUE METALLIC	\$0	SPOT LAMP DRIVER ONLY (UNITY)	\$405
POLICE 40/BLANK/40	\$0	FOG LAMPS	\$145
BLACK	\$0	PRICE CONCESSION INDICATOR	\$0
EQUIPMENT GROUP 150A	\$0	REMARKS TRAILER	\$0
.XL SERIES	\$0	PRIVACY GLASS W/REAR DEFROSTER	\$100
3.5L V6 ECOBOOST	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
ELEC TEN-SPEED AUTO TRANS	\$0	FUEL CHARGE	\$0
.LT265/70R18C BSW ALL-TERRAIN	\$0	PRICED DORA	\$0
.3.31 ELECTRONIC LOCK RR AXLE	\$0	ADVERTISING ASSESSMENT	\$0
7075# GVWR PACKAGE	\$0	DESTINATION & DELIVERY	\$1995
FRONT LICENSE PLATE BRACKET	\$0		

TOTAL BASE AND OPTIONS	MSRP	\$54600
DISCOUNTS	NA	
TOTAL		\$54600

ORDERING FIN: QR378 END USER FIN: QR378

INCENTIVES
 Acc. Code ID :10 Contract/Ref # :03-917R Bid Date :09/05/23State : MT DISCOUNTS: \$-2300.00

*Thank You
 Gary Berg
 Kendall Ford*

Balance Due # 52,300

Customer Name:	Customer Email:
Customer Address:	Customer Phone:
Customer Signature	Date

Dealership Name: Woody Smith Ford

Sales Code : F56584

Dealer Rep.	Russell Emmitt	Type	Fleet	Vehicle Line	F-150	Order Code	1234
Customer Name	Town of west	Priority Code	C2	Model Year	2024	Price Level	415

DESCRIPTION	MSRP	INVOICE	DESCRIPTION	MSRP	INVOICE
F150 4X4 SUPERCREW POLICE- 145	\$51610	\$49287	INTERIOR UPGRADE PACKAGE	\$610	\$555
145 INCH WHEELBASE	\$0	\$0	.COLOR-COORDINATED CARPET	\$0	\$0
TOTAL BASE VEHICLE	\$51610	\$47813	.FRONT CNSL MOUNTING PLATE -DEL	\$0	\$0
ATLAS BLUE METALLIC	\$0	\$0	ENGINE BLOCK HEATER	\$90	\$82
POLICE 40/CONSOLE/40	\$0	\$0	50 STATE EMISSIONS	\$0	\$0
BLACK	\$0	\$0	MIRROR MAN FOLD W/POWER GLASS	\$405	\$368
EQUIPMENT GROUP 150A	\$0	\$0	LED SIDE-MIRROR SPOTLIGHTS	\$180	\$164
.XL SERIES	\$0	\$0	REMOTE KEYLESS-ENTRY KEY FOB	\$350	\$319
3.5L V6 ECOBOOST	\$0	\$0	WHEEL WELL LINER	\$180	\$164
ELEC TEN-SPEED AUTO TRANS	\$0	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0	\$-1474
.LT265/70R18C BSW ALL-TERRAIN	\$0	\$0	FUEL CHARGE	\$0	\$13.04
.3.31 ELECTRONIC LOCK RR AXLE	\$0	\$0	PRICED DORA	\$0	\$0
7075# GVWR PACKAGE	\$0	\$0	ADVERTISING ASSESSMENT	\$0	\$0
FRONT LICENSE PLATE BRACKET	\$0	\$0	DESTINATION & DELIVERY	\$1995	\$1995
REAR-DOOR CONTROLS INOPERABLE	\$180	\$164			

	MSRP	INVOICE
TOTAL BASE AND OPTIONS	\$55600	\$51637.04
DISCOUNTS	NA	NA
TOTAL	\$55600	\$51637.04

ORDERING FIN: QR378 END USER FIN: QR378

- 2000 Fleet Inv

49,037

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

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TOWN OF WEST YELLOWSTONE
Claim Approval List
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FSB - Operating account
* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
50772		2264 MORNING GLORY COFFEE & TEA	33.75					
	359060	01/03/24 Dispatch coffee	33.75		DISP	1000 420160	220	101000
50773		2575 WY Tourism Business Improvement	3,032.22					
	01/01/24	Collections in Dec 2023	3,032.22		TBID	7202 411800	540	101000
50775		2813 Century Link	1,562.40					
	12/19/23	E911 Viper 255-9710	988.48		E911	2850 420750	345	101000
	12/19/23	E911 Viper 255-9712	29.57		E911	2850 420750	345	101000
	12/19/23	E911 Viper 646-5170	123.18		E911	2850 420750	345	101000
	12/19/23	Alarm Lines 646-5185	102.42		TWNHLL	1000 411250	345	101000
	12/19/23	Police - 646-7600	318.75		POLICE	2850 420750	345	101000
50776		151 Gallatin County WY TS/Compost	629.00					
	01/02/24	Household waste	629.00		PARKS	1000 460430	534	101000
50777		2088 Town West Yellowstone	795.52					
	01/01/24	utility chrgs, Chamber, 895	68.45		BLDGS	1000 411257	340	101000
	01/01/24	utility chrgs, UPDL, 892	114.35		BLDGS	1000 411252	340	101000
	01/01/24	utility chrgs, PS Shops, 884	52.75		BLDGS	1000 411253	340	101000
	01/01/24	utility chrgs. Povah Ctr, 887	98.24		BLDGS	1000 411255	340	101000
	01/01/24	utility chrgs, Police Dept, 886	67.15		BLDGS	1000 411258	340	101000
	01/01/24	utility chrgs, City Park, 885	178.08		BLDGS	1000 411253	340	101000
	01/01/24	utility chrgs, Library, 891	53.39		LIBBLD	1000 411259	340	101000
	01/01/24	utility chrgs, Twn Hall, 921	163.11		TWNHAL	1000 411250	340	101000
50778		2845 Kasting, Kauffman & Mersen, PC	9,570.00					
	01/04/24	legal services 12/1-12/31/23	9,570.00		LEGAL	1000 411100	352	101000
	01/02/24	phone/fax	0.00		LEGAL	1000 411100	345	101000
	01/02/24	travel	0.00		LEGAL	1000 411100	373	101000
50779		2852 Blackfoot Communications	2,402.44					
	01/01/24	646-5106, fax soc svc	40.53		SOCSRV	1000 450135	345	101000
	01/01/24	646-5119, police station Dispa	40.53		DISPCH	2850 420750	345	101000
	01/01/24	646-5141, sewer plant alarm	40.53		SEWER	5310 430600	345	101000
	01/01/24	646-5185, town hall alarm	40.53		TWNHAL	1000 411250	345	101000
	01/01/24	646-7311, social services	25.09		SOCSRV	1000 450135	345	101000
	01/01/24	646-7481, povah elevator	58.16		POVAH	1000 411255	345	101000
	01/01/24	646-7511, town hall fax	40.53		TWNHAL	1000 411250	345	101000
	01/01/24	646-7609, public works	49.70		PUBSVC	1000 430200	345	101000
	01/01/24	646-7650, police station fax	40.53		DISPCH	2850 420750	345	101000
	01/01/24	646-7715, povah center	24.96		POVAH	1000 411255	345	101000
	01/01/24	646-7795, town hall	231.68		TWNHAL	1000 411250	345	101000
	01/01/24	646-7845, court clerk	373.91		COURT	1000 410360	345	101000

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FSB - Operating account
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Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	01/01/24	646-9017, library	43.96		LIBRAR	2220 460100	345	101000
	01/01/24	646-9027, sewer plant alarm	40.53		SEWER	5310 430600	345	101000
	01/01/24	ethernet, library	300.00		LIBRAR	2220 460100	345	101000
	01/01/24	ethernet, povah center	187.26		POVAH	1000 411255	345	101000
	01/01/24	ethernet, police station	359.95		POLICE	1000 411258	345	101000
	01/01/24	ethernet, town hall	272.00		TWNHAL	1000 411250	345	101000
	01/01/24	ethernet, public works shop	125.00		STREET	1000 430200	345	101000
	01/01/24	602-4909, town hall judge	14.46		COURT	1000 410360	345	101000
	01/01/24	602-4894 Town hall Court Clerk	1.10		COURT	1000 410360	345	101000
	01/01/24	602-4897 town hall	1.10		TWNHAL	1000 411250	345	101000
	01/01/24	602-4898 town hall	1.10		TWNHAL	1000 411250	345	101000
	01/01/24	602-4900 town hall	5.25		TWNHAL	1000 411250	345	101000
	01/01/24	602-4901 town hall	5.25		TWNHAL	1000 411250	345	101000
	01/01/24	602-4902 town hall	1.10		TWNHAL	1000 411250	345	101000
	01/01/24	602-4903 town hall	1.10		TWNHAL	1000 411250	345	101000
	01/01/24	602-4904 town hall	1.10		TWNHAL	1000 411250	345	101000
	01/01/24	602-4905 town hall	1.10		TWNHAL	1000 411250	345	101000
	01/01/24	602-4906 Library Main desk	1.10		LIBRY	2220 460100	345	101000
	01/01/24	602-4907 Library Director	1.10		LIBRY	2220 460100	345	101000
	01/01/24	602-4908 Povah Ctr	11.10		POVAH	1000 411255	345	101000
	01/01/24	602-4949 Town Hall	11.10		TWNHAL	1000 411250	345	101000
	01/01/24	6024044 Soc Ser Pantry	10.00		SOCSER	1000 450135	345	101000
50782		2546 Century Link QCC	11.47					
	668965914	12/24/23 long dist chg 406-646-7600	11.47		DISPAT	1000 420160	345	101000
50783		73 Westmart Building Center	1,705.48					
	12/27/23	Street Supplies	1,202.40		STREET	1000 430200	220	101000
	12/27/23	Sewer Supplies	134.69		SEWER	5310 430630	220	101000
	12/27/23	Police Supplies	65.70		POLICE	1000 420100	220	101000
	12/27/23	Town Hall Supplies	172.13		TWNHLL	1000 411250	220	101000
	12/27/23	Povah Supplies	47.46		POVAH	1000 411255	220	101000
	12/27/23	Parks Supplies	40.36		PARKS	1000 460430	220	101000
	12/27/23	Rec Dept small Equipment	42.74		RECRE	1000 460440	212	101000
50784		3242 Fisher's Technology	17.00					
	1267151	12/26/23 copy fee	17.00		FINADM	1000 410510	356	101000
50785		42 Fall River Electric	7,738.75					
	12/20/23	PARK, old firehouse 2901001	378.93		PARK	1000 411253	341	101000
	12/20/23	povah comm ctr 4212001	234.14		POVAH	1000 411255	341	101000
	12/20/23	unmetered lights 4212004	1,451.25		STLITE	1000 430263	341	101000
	12/20/23	RR Well 4212005	77.23		WATER	5210 430500	341	101000
	12/20/23	SEWER LIFT STATION 4212006	373.15		SEWER	5310 430600	341	101000
	12/20/23	SEWER PLANT 4212007	1,334.18		SEWER	5310 430600	341	101000

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Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	12/20/23	POLICE 4212008	412.71		POLICE	1000 411258	341	101000
	12/20/23	TOWN HALL 4212009	315.03		TWNHLA	1000 411250	341	101000
	12/20/23	ICE RINK 421010	55.20		PARKS	1000 411253	341	101000
	12/20/23	S Canyon XmasTree Light 421011	0.00		STLITE	1000 430263	341	101000
	12/20/23	South Iris Street Well 4212013	132.56		WATER	5210 430500	341	101000
	12/20/23	MAD SEWER LIFT 4212014	227.19		SEWER	5310 430600	341	101000
	12/20/23	Hayden/Grouse Well 4212015	39.00		WATER	5210 430500	341	101000
	12/20/23	911 Tower 4212016	135.32		911	2850 420750	341	101000
	12/20/23	MADADD H20 Tower 4212017	53.18		WATER	5210 430500	341	101000
	12/20/23	SHOP 4212018	214.28		STREET	1000 430200	341	101000
	12/20/23	ANIMAL 4212029	190.25		ANIML	1000 440600	341	101000
	12/20/23	CLORINATOR 4212030	72.45		WATER	5210 430500	341	101000
	12/20/23	Electric Well 4212031	43.41		WATER	5210 430500	341	101000
	12/20/23	PARK 4212032	230.29		PARKS	1000 411253	341	101000
	12/20/23	UPDH 4212041	591.30		UPDH	1000 411252	341	101000
	12/20/23	SEWER TREAT SERV 4212046	1,045.24		SEWER	5310 430600	341	101000
	12/20/23	LIBRARY 23 dunraven 4212054	132.46		LIBR	1000 411259	341	101000
50786		95 Energy West-Montana	4,157.31					
	01/01/24	nat gas 210361788 updl	116.17		UPDH	1000 411252	344	101000
	01/01/24	nat gas 210360293 Police	31.78		POLBLD	1000 411258	344	101000
	01/01/24	nat gas 210361746 Pub Services	1,116.94		STREET	1000 430200	344	101000
	01/01/24	nat gas 210361811 old firehall	253.78		PARK	1000 460430	344	101000
	01/01/24	nat gas 210363966 old bld ins	178.47		STREET	1000 430200	344	101000
	01/01/24	nat gas 210360540 library	480.00		LIBBLD	1000 411259	344	101000
	01/01/24	nat gas 210364599 Povah	1,095.62		POVAH	1000 411255	344	101000
	01/01/24	nat gas 210361697 Iris Lift St	50.83		SEWER	5310 430600	344	101000
	01/01/24	nat gas 210365425 Twn Hall	810.40		TWNHAL	1000 411250	344	101000
	01/01/24	nat gas 210361655 Mad Add Sewe	23.32		SEWER	5310 430600	344	101000
50788		2421 NAPA Auto Parts	2,200.97					
	12/30/23	Napa Supplies	349.24		STREET	1000 430200	220	101000
	12/30/23	Napa repairs Supplies	734.69		STREET	1000 430200	361	101000
	12/30/23	Napa Equipmnt repairSupplies	291.32		STREET	1000 430200	369	101000
	12/30/23	NAPA Fuel & Oil supplies	327.54		STREET	1000 430200	231	101000
	12/30/23	Water Supplies	243.28		WATER	5210 430550	220	101000
	12/30/23	Sewer Supplies	254.90		SEWER	5310 430600	220	101000
50790		3400 Julie Brown	2,620.00					
	01/04/24	Dispatch Building	325.00		DSPTCH	1000 411258	398	101000
	01/04/24	Library	225.00*		LIBRY	1000 411259	357	101000
	01/04/24	Rendezvous Ski building	120.00		TRLHD	1000 411256	350	101000
	01/04/24	Town Hall	1,100.00		TWNHLL	1000 411250	357	101000
	01/04/24	Povah Building	550.00		POVAH	1000 411255	350	101000
	01/04/24	Town Hall-Carpet&Gym	300.00		TWNHLL	1000 411250	357	101000

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Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
50792		1514 Verizon Wireless	1,096.82					
		21 Smartphones						
		5 laptops						
	12/20/23	640-0108, Police	42.71		POLICE	1000 420100	345	101000
	12/20/23	640-0121 Laptop	40.01		POLICE	1000 420100	345	101000
	12/20/23	640-0141 Street SP	42.70		STREET	1000 430200	345	101000
	12/20/23	640-0159 Street SP	42.70		STREET	1000 430200	345	101000
	12/20/23	640-0606 911 Dispatch	42.71		911	1000 420160	345	101000
	12/20/23	640-1103, Operator SP	42.70		STREET	1000 430200	345	101000
	12/20/23	640-1460, Library Dir, SP	42.71		LIBRAR	2220 460100	345	101000
	12/20/23	640-1461, S & W operator, SP	42.70		SEWER	5310 430600	345	101000
	12/20/23	640-1462, S & W Super, SP	42.71		WATER	5210 430500	345	101000
	12/20/23	640-1463, Deputy PSS, SP Sspnd	42.70		PARKS	1000 460430	345	101000
	12/20/23	640-1472, Ops Mgr, SP	42.71		ADMIN	1000 410210	345	101000
	12/20/23	640-1676, Rec Coor, SP	42.70		REC	1000 460440	345	101000
	12/20/23	640-1754, COP, SP	42.71		POLICE	1000 420100	345	101000
	12/20/23	640-1755, Police	42.70		POLICE	1000 420100	345	101000
	12/20/23	640-1756, Police	42.70		POLICE	1000 420100	345	101000
	12/20/23	640-1757, Police	42.70		POLICE	1000 420100	345	101000
	12/20/23	640-1758, Head Dispatcher	42.71		DSPTCH	1000 420160	345	101000
	12/20/23	640-1759, Police	42.70		POLICE	1000 420100	345	101000
	12/20/23	640-7547,WS Super	42.70		SEWER	5310 430600	345	101000
	12/20/23	640-9074, PSS, SP	42.70		STREET	1000 430200	345	101000
	12/20/23	640-2195 683 laptop	40.01		POLICE	1000 420100	345	101000
	12/20/23	640-2551 COP laptop	40.01		POLICE	1000 420100	345	101000
	12/20/23	641-0184 686 laptop	40.01		POLICE	1000 420100	345	101000
	12/20/23	641.0207 681 laptop	40.01		POLICE	1000 420100	345	101000
	12/20/23	640-2354 Social Services	42.70		SOCSER	1000 450135	345	101000
	12/20/23	640-2629 City Judge	42.70		COURT	1000 410360	345	101000
50795		2789 WEX Bank	5,404.30					
	01/01/24	JD Loader 624P	308.12		STREET	1000 430200	231	101000
	01/01/24	10 JD Backhoe 310SJ	0.00		STREET	1000 430200	231	101000
	01/01/24	91 Ford 6-582	46.36		STREET	1000 430200	231	101000
	01/01/24	SS Snow Blower Green	0.00		STREET	1000 430200	231	101000
	01/01/24	Grader	0.00		STREET	1000 430200	231	101000
	01/01/24	14 Water Truck	0.00		STREET	1000 430200	231	101000
	01/01/24	2010 JD 772 Grader	566.48		STREET	1000 420100	231	101000
	01/01/24	92 SS Blower-Yellow	290.14		STREET	1000 430200	231	101000
	01/01/24	02 Freightliner Dump 6-54564A	170.79		STREET	1000 430200	231	101000
	01/01/24	02 Freightliner Dump 6-54564A	50.80		STREET	1000 430200	231	101000
	01/01/24	08 GMC Pickup 6-1484	91.68		STREET	1000 430200	231	101000
	01/01/24	JD Loader 624P	0.00		STREET	1000 430200	231	101000
	01/01/24	08 CAT 938H Loader	414.21		STREET	1000 430200	231	101000

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FSB - Operating account
* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	01/01/24 08	904B MiniLoader	59.34		STREET	1000 430200	231	101000
	01/01/24 15	Ford F-250	170.63		STREET	1000 430200	231	101000
	01/01/24 18	2018 Dodge Ram-PW	241.39		STREET	1000 430200	231	101000
	01/01/24 18	Dodge Ram-Police	278.50		POLICE	1000 420100	231	101000
	01/01/24 19	Dodge Durango	0.00		POLICE	1000 420100	231	101000
	01/01/24	Multi-Use Vehicle - Sienna	25.35		HELP	7010 450135	231	101000
	01/01/24	Multi-Use Vehicle - Sienna	33.00		LIBRY	2220 460100	370	101000
	01/01/24	Multi-Use Vehicle - Sienna	62.48		WATER	5210 430500	231	101000
	01/01/24 06	Dodge Durango 6-1374/6-2010	43.17		STREET	1000 430200	231	101000
	01/01/24 15	Sweeper	378.79		STREET	1000 430200	231	101000
	01/01/24 '00	FL Dumptrk 6-60700A	150.97		STREET	1000 430200	231	101000
	01/01/24 '14	Ford Intercep	134.04		POLICE	1000 420100	231	101000
	01/01/24 PD	Dodge Ram#1	430.92		POLICE	1000 420100	231	101000
	01/01/24 PD	Dodge Ram#2	257.83		POLICE	1000 420100	231	101000
	01/01/24 01	Frht truck #1	40.60		STREET	1000 430200	231	101000
	01/01/24 01	Frht truck #2	0.00		STREET	1000 430200	231	101000
	01/01/24 19	Dodge 5500	406.96		STREET	1000 430200	231	101000
	01/01/24 20	Dodge Ram (silver)	288.85		POLICE	1000 420100	231	101000
	01/01/24 '17	Chevy 3/4 ton white	357.27		WATER	5210 430500	231	101000
	01/01/24 '13	Chevy 3500	53.57		STREET	1000 430200	231	101000
	01/01/24 77	Int'l Dump 6-1368	0.00		STREET	1000 430200	231	101000
	01/01/24	Pickup 6-1450	0.00		STREET	1000 430200	231	101000
	01/01/24 2022	Ford F-150 Police	52.06		POLICE	1000 420100	231	101000
50800		2381 YSC Foundation, Inc.	1,500.00					
	01/01/24	Refund Event bond Rod Run	1,500.00		GF	1000 214100		101000
50801		999999 PATRICK &/OR JOANN GARTLAND	13.08					
	12/29/23	Refund Utilty Bill overpayment	13.08		WATER	5210 214100		101000
50802		999999 SHAWN SMITH	52.69					
	12/29/23	Refund Utility BillOverpayment	52.69		WATER	5210 214100		101000
50803		999999 HELENE RIGHTENOUR	350.00					
	12/29/23	Refund of Driveway Bond	350.00		GF	1000 214100		101000
50804		3393 Katie Thompson	18.21					
	12/26/23	RefundOffice Supplies	18.21		FINADM	1000 410510	220	101000
50805		999999 LINDSEY CHARLTON	24.00					
	12/18/23	Winter coats for Help fund	24.00		HELP	7010 450135	220	101000

01/04/24
16:03:41

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 1/24

Page: 6 of 8
Report ID: AP100

FSB - Operating account
* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
50806		2751 Gallatin County Justice Court	885.00					
	12/27/23	PassThroughMHPBond-Healey	885.00		COURT	7469 212401		101000
50807		3101 Advanced Pump & Equipment	1,129.76					
	14012 12/19/23	BatteryPowerPack	1,129.76		WATER	5210 430550	220	101000
50808		65 Tractor & Equipment	341.08					
	0825296 12/12/23	Repair Supplies	341.08		STREET	1000 430200	369	101000
50809		2854 Mountain Alarm	140.55					
	4168368 01/01/24	Alarm Monitoring	140.55		TWNHLL	1000 411250	357	101000
50810		2822 ClearBlu Business Services	2,650.00					
	1888 04/29/23	CleaningParkBthrms 4/29/23	800.00		PARKS	1000 411253	357	101000
	1888 04/29/23	CleaningCofCBthrms 4/29/23	1,400.00		CHMBR	1000 411257	357	101000
	1846 04/11/23	Hydrojetstormdrain	450.00		SEWER	5310 430630	357	101000
50811		3315 IAS EnviroChem	3,660.00					
	2307676 12/21/23	Sewer testing	1,130.00		SEWER	5310 430600	348	101000
	2307157 11/21/23	Sewer testing	750.00		SEWER	5310 430600	348	101000
	2306773 11/02/23	Sewer testing BOD	560.00		SEWER	5310 430600	348	101000
	2307204 11/27/23	Sewer testing BOD	240.00		SEWER	5310 430600	348	101000
	2307044 11/15/23	Sewer testing BOD	400.00		SEWER	5310 430600	348	101000
	2306640 10/24/23	Sewer testing BOD	160.00		SEWER	5310 430600	348	101000
	2307624 12/19/23	Sewer testing BOD	320.00		SEWER	5310 430600	348	101000
	2307698 12/21/23	Sewer testing BOD	100.00		SEWER	5310 430600	348	101000
50812		3447 Onsite Auto Services & Sales	650.00					
	487 12/27/23	Equipment repairs	650.00		STREET	1000 430200	369	101000
50813		2537 Balco Uniform Co., Inc.	209.63					
	76798 12/21/23	Uniforms	209.63		POLICE	1000 420100	226	101000
50814		3446 Leads Online	2,091.00					
	408880 12/07/23	System Service package	2,091.00*		POLICE	1000 420100	398	101000
50815		3448 Billings Clinic Occupational	180.00					
	61EM968 08/22/23	Vaccines Moldenhauer	180.00		SEWER	5310 430600	351	101000

01/04/24
16:03:41

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 1/24

Page: 7 of 8
Report ID: AP100

FSB - Operating account
* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
50816		2800 RDO Equipment Co. E0281816 12/28/23 Backhoe thumb	5,772.50 5,772.50			STREET 1000 430200	369	101000
50817		3438 ESG (Elemental Solutions Group) E232A017 12/21/23 Sewer Supplies	296.73 296.73			SEWER 5310 430600	212	101000
50818		3309 AQUAPRO A23-215 10/27/23 6 mach 10 water meters	2,874.94 2,874.94			WATER 5210 430590	251	101000
50819		2099 Quick Print of West Yellowstone 18531 12/11/23 Leave Request forms 18533 12/11/23 Label making supplies	332.43 273.00 59.43			ADMIN 1000 410210 WATER 5210 430500	220 220	101000 101000
50820		2491 MMIA DR1005521 12/29/23 Loaderhitparkedcar7/23	1,500.00 1,500.00			LIABTY 1000 510330	512	101000
50821		2551 TK Elevator 3007677788 01/01/23 Povah Elevator maintenance	550.84 550.84			POVAH 1000 411255	350	101000
50822		533 Market Place 12/10/23 Supplies prisoners 12/13/23 Gift Cards(37) 12/19/23 Social Services Gift Cards 12/29/23 Rec Supplies	2,968.50 32.94 925.00 2,000.00 10.56			POLICE 1000 420230 LEGIS 1000 410100 HELP 7010 450135 REC 1000 460440	220 220 220 220	101000 101000 101000 101000
50823		320 Yellowstone T-Shirt Co. 12123 12/28/23 Letter for Jump Suits	55.00 55.00			POLICE 1000 420230	220	101000
		# of Claims 40	Total: 71,223.37					

TOWN OF WEST YELLOWSTONE
 Fund Summary for Claims
 For the Accounting Period: 1/24

Fund/Account	Amount
1000 General Fund	
101000 CASH	49,708.41
2220 Library	
101000 CASH	421.87
2850 911 Emergency	
101000 CASH	1,676.36
5210 Water Operating Fund	
101000 CASH	5,253.47
5310 Sewer Operating Fund	
101000 CASH	8,196.69
7010 Social Services/Help Fund	
101000 CASH	2,049.35
7202 TBID Agency Fund	
101000 CASH	3,032.22
7469 City Court - Judge Jent	
101000 CASH	885.00
Total:	71,223.37

WEST YELLOWSTONE TOWN COUNCIL
Town Council Meeting
December 19, 2023

COUNCIL MEMBERS PRESENT: Travis Watt, Jeff Mathews, and Lisa Griffith. Brian Benike and Jeff McBirnie, are connected by Zoom,

OTHERS PRESENT: Town Manager Dan Walker, Finance Director Katie Thompson, Public Services Superintendent Jon Simms, Chief of Police Mike Gavagan, Town Clerk Liz Roos, Town Attorney Jane Mersen by Zoom

The meeting is called to order by Mayor Travis Watt at 12:00 PM in the Town Hall, 440 Yellowstone Avenue, West Yellowstone, Montana.

Portions of the meeting are being recorded, the meeting is being broadcast over the internet using a program called Zoom.

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

Public Comment Period

No public comment is received.

Council Comments

Griffith comments that the holiday party was fun.

ACTION TAKEN

- 1) Motion carried to approve Purchase Order #5971 to Tractor & Equipment for equipment repairs for \$39,890.77. (Mathews, Griffith)
- 2) Motion carried to approve Purchase Order #5806 to 3H Construction for lift station and sewer line cleaning. (Mathews, Griffith)
- 3) Motion carried to approve the claims, which total \$342,787.73. (Mathews, Griffith)
- 4) Motion carried to approve the minutes of the December 5, 2023 Town Council meeting. (Mathews, Griffith) Griffith is opposed, motion passes.
- 5) Motion carried to accept the recommendation from the Marketing and Promotions Advisory Board to award \$17,000 for Snow Shoot 2025 (held in 2024). (Griffith, Mathews) Watt abstains, motion passes.
- 6) Motion carried to accept the recommendation from the Marketing and Promotions Advisory Board to award \$8500 for Kids'n'Snow event for the 2023-2024 season. (Mathews, Griffith)

DISCUSSION

- A) **Town Manager & Staff Reports:** Town Manager Dan Walker thanks everyone for attending the Town Christmas Party last Friday. He thanks the staff for their dedication and efforts over the past year. Walker recognizes the employees that were hired this year, have worked for the town for over a year and longer. Officer Juan Trujillo has worked for the Town over 5 years, Library Director Michele DesRochers has worked for the Town for 21 years and Town Clerk Liz Roos has worked for the Town for 25 years.
- B) **Advisory Board Reports:** Council Member Lisa Griffith reports on the recent Health Care Services Advisory Board meeting. Griffith reports that Billings Clinic lost a physicians assistant but they are looking forward to the medical doctor that has been hired to start in January. They also had an update from the Hospital District, Becky Goltz and Bob Kinney have been appointed to fill vacancies on that board. Kenny Jones is the Chair and Doug Schmier is the vice-chair.

- 5) John Greve addresses the Council to present two recommendations from the Marketing and Promotions Advisory Board. He briefly describes each event.

The meeting is adjourned at 7:35 PM. (McBirnle, Benike)

Mayor

ATTEST:

Town Clerk

DRAFT

Public Services Dept. Bi-Weekly Report: Dec 16th through Jan 4th, 2024

Work Performed

- Vehicle and Equipment repairs: ongoing
- Snow removal: ongoing
- Get guide signs and warning signage up at snow yard and along Iris St.
- Building maintenance and service calls: ongoing
- Trash route: ongoing
- SAS weekly manhole/ problem areas inspections: ongoing
- Perform water & WW samples: ongoing
- Sewer and water systems maintenance: ongoing
- Continue inventory for the EPA's lead and copper rule/ data entry to meet the October 16th, 2024, deadline.
- Utility locates: ongoing
- Respond to vandalism: ongoing
- Maintain the ice rink.
- Build the sled hill at town park.
- Code enforcements and citations issued: ongoing
- Cross training the PW crew on: vehicle maintenance, daily lift stations route, utility locates, water monitoring and testing, etc.
- Fix damaged castings and signage: ongoing

Administrative

- Continue to work with vendors and technicians on fleet updates: ongoing
- Coordinate parts and supplies orders: ongoing
- Work with contractors on projects and scheduling: ongoing
- Manage current public works staff and seek ways to recruit additional employees to help offset the workload: ongoing
- Chase parts orders: ongoing
- Meet with residents and business owners regarding complaints: ongoing
- Meetings with Department Heads, Engineers, and Town Manager.
- Continue to seek bids for CIP's and get the ball rolling years in advance.
- Line up future interments at Fir ridge Cemetery and coordinate monuments/ headstone deliveries.
- Run road grader alongside the crew.
- Attend DRG meeting.
- Submit report to the Town Manager.
- Code bills and submit check request for invoices: ongoing
- Seek additional training opportunities for the crew.
- Evaluate building and infrastructure issues, coordinate repairs as needed.

Water/Wastewater report

12/18/23: Water/Wastewater rounds. Lead & copper inventory. Cleaning and maintaining lift stations. Finishing up the year-end DEQ paper work.

12/19/23: Water/ Wastewater rounds. Council meeting. Bod samples taken.
Christmas pot luck lunch.

12/20/23: Water/Wastewater rounds. manhole inspections throughout Town.

Whisky springs water source- working on Scada system it's not displaying correctly on the monitoring system.

Lead & copper inventory. Worked on dump truck #55 fender was falling off/
water leak on motor.

12/21/23: Water/Wastewater rounds. FPS Collections study meeting with forsgren Engineering, they needed some measurements from the Iris lift station on the influent pipe coming into the station. Whisk springs scada system battery replacement.

12/22/23: Water/Wastewater rounds. Lead & copper inventory.

12/27/23: Water/Wastewater rounds. repaired grader swing blade and bolting system. Worked on small truck plows and dump truck electrical/ hydraulics.

12/28/23: Water/Wastewater rounds. lagoon adjustments shut down IP bed #8 directing water to #9 IP bed for a few weeks adjusting flows-Redirecting flows.

Finally received the new floor sump grate for the public works shop the old grate was bent from equipment driving over it for years it was very dangerous now it is replaced and safe again {no more slipping on it}

Lagoon blower maintenance replacing oil- filters on units.

Lead &copper inventory.

Wastewater flows are up to 400.000 gallons per day. Water injection wells on the corners of town we have set the flows to 17 gallon a min to keep the main water lines from freezing due to lack of snow. NO INSULATION.

1/2/24: Water/Wastewater rounds. collected wastewater monthly samples.

More lagoon adjustments. Marking water lines along the little ranger building for future placement of tower.

Scheduling sewer line cleaning with local contractor for some town owned buildings.

Working with ben from cat equipment scheduling some more repair work on the green blower- primary seals in blower unit and valve spool replacement on truck bed number #55

Lead & copper inventory.

1/3/24: Water/Wastewater rounds. Delivered wastewater samples to IAS labs.

Blower building #1-#2 belt replacement and oil services on blowers.

1/4/24: Water/Wastewater rounds. Collections FPS study meeting with forsgren.

Manhole inspections on alley-A lots of sand interning sewer system just making sure we don't have any pipe issues. Checking and adjusting belt tension on lagoon blowers. Lead & copper inventory.

If you have any Questions please contact me.

Jon brown.

YEARLY CLIENT ASSISTANCE 2023

MONTH	LOCAL INDIVIDUAL	NON LOCAL	UNEMPLOY	SOCIAL SECU	SNAP	LIEAP	MEDICAID	SENIOR FOC	FOOD BANK	VOLUN TEERS	LOBBY FOOD	STANDED/ HOMELESS	COVID 19	CLOTHING BANK DONATION	COMPUTER	SHOWER	HOUSING	EMAIL/FAX/COPY	DIAPERS	OTHER	EMERGENCY BOX			
JAN	161		7	0	6	3	3	3	5	2	31	1	4	14	0	10	15	15	0	0	13	35	5	
FEB	209		4	0	7	11	3	3	13	9	28	1	5	17	0	48	23	21	6	0	31	9	68	1
MARCH	245		0	0	3	1	5	1	5	19	25	0	8	22	0	16	23	27	2	0	10	2	111	3
APRIL	235		5	5	6	1	7	3	3	17	36	3	1	22	0	48	26	31	7	1	16	3	62	3
MAY	342		0	2	3	0	3	3	5	27	59	0	7	24	0	56	35	30	0	0	4	0	85	6
JUNE	360	15	0	0	7	0	6	6	3	10	29	11	7	28	0	59	40	27	8	1	39	4	75	5
JULY	280			2	6	0	6	4	9	24	35	6	2	20	1	42	3	16	13	4	14	2	62	2
AUG	332			0	3	1	9	3	9	9	49	10	5	10	0	52	47	21	12	2	4	0	67	4
SEPT	253			1	16	2	4	0	3	3	25	0	3	10	2	24	40	20	1	4	5	2	81	2
OCT	300		8	0	9	3	8	1	9	17	45	1	6	12	0	42	64	11	0	1	11	2	94	4
NOV	255		23	0	5	6	8	1	5	46	62	0	4	7	0	14	52	10	0	0	14	1	61	3
DEC	290		11	2	17	2	0	2	3	24	48	0	3	18	2	29	51	13	0	1	17	1	79	6
TOTALS	3262	15	58	88	30	62	72	472	33	55	204	5	440	419	242	49	14	178	26	880	44			
<p>This is a 13% increase in total individuals utilizing the Social Service office from 2022</p>																								

HIGHLIGHTS OF SOCIAL SERVICES

DECEMBER 14-28 2023

- Fall River Electric collected almost 500 pounds of food for our Food Bank
- Anonymous donor from Bozeman provided food for three families for Christmas
 - Ordered food from MFBN for January
- So far this month 1799 pounds have been donated to the food bank from the community
 - We have had fun with our Christmas Sharing Gifts program.
 - Bummed that our Ugly sweater did not win
 - Still assisting clients with Unemployment and SNAP applications
 - RX Voucher for a young man to Silvertip Pharmacy
 - Assisting clients with job hunting and job applications
 - Several Emergency boxes were given to individuals
 - Lobby food is still being used by many
 - Working on the end-of-month/year documents for MFBN



Week of 01.01.2024

- Sent out Resort Tax graphs for December 2023.
- Still working on the AFR, this week my focus was adding what Chet entered for depreciation and correcting a couple of mistakes found from previous years. I have now entered this year's depreciation into our spreadsheet and entered the journal entries for proper reflection of the changes.
- Attended the weekly FPS call, answered questions regarding budgets, proper scheduling, and WWTP bonding questions. We have been told that we should have a preliminary report from them by Friday, January 5th.
- A “discrepancy” came up regarding a company’s December 2020 resort tax. I reported on this last week. I have had a phone call with our Resort Tax auditors that will be willing to take on this extra engagement to help us audit this proposal and I had a phone call with Dan Walker and Jane Mersen regarding this issue on January 4th. Once again, I will keep the Council informed on this issue as more arises.
- I attended the HB819 Town Hall call put on by the Montana League of Cities and Town and by Montana Department of Commerce. I have completed a preliminary review of HB819 (2023) Section 22.
- I attended a Teams call with Allied Engineering who has been procured for our help with the Lead and Copper Inventory grant we received of \$15,000. We met each other and discussed the roles and responsibilities of this upcoming project and the potential engagement between us.
- Attended a call with Dan, Dave, Camille, and Jane regarding the WWTP daily soft costs limits. Addendum #6 to be released on Friday, January 5th from Forsgren.



JANUARY 5, 2024

TO: Town Manager Dan Walker, Town Council

FROM: Liz Roos, Town Clerk

SUBJECT: Town Clerk Report

- Survived the holidays, snow complaints this year are definitely down... I took some time off to spend with family over the last couple of weeks.
- Helped a student locate the exact location of the Montana Medal of Honor Highway sign by sending her the coordinates of the sign that is placed at the intersection of Highway 20 and Iris Street.
- Posted vacancy notices for the Marketing and Promotions Advisory Board and the Business Improvement Advisory Board, tell your friends!
- The dumpster to recycle Christmas trees and wreaths is on the south side of the Town Hall, please remove lights and decorations.
- Prepared agenda/packet for January 9, 2024 Town Council Meeting



Police Department - Department Head(s) Report December 21, 2023 – January 3, 2024

- 155 calls for service
 - 9 citations issued
 - 45 Warnings
 - 8 Cases Generated
 - 3 Arrests (2 felony)
 - 21 Public Assists
 - 11 Agency Assists
 - 6 Ambulance requests
-
- Calls included: Traffic Stops, School Resource Officer calls, Animal Complaints, Welfare Check (2), 911 calls, Parking, Suspicious Persons/Activity, Citizen Assists, Agency Assists, Mental Health, Domestic, Special Event, Crashes (9), Lost/Found Property, Burglar alarm (2), Holdup/Panic Alarm, Disorderly Conduct, Search & Rescue (2), and other fun stuff.
-
- This report is a two-week report due to both Brenda & I being off last week.
 - We had our first 2 search and rescues of the season this week. One of the rescues was pretty significant and involved a medical helicopter being landed at the old airport.
 - Mickelle returns from vacation this week, Pily leaves for vacation this week so Brenda is covering a few shifts.
 - Linda has moved to nights for training with Dave.
 - We fixed the phone issue of the 911 calls with Verizon customers dropping after 2 minutes, this was a huge relief. minutes, this was a huge relief.
 - Brenda has been working with DIS on a quote for upgrades to the camera system.
 - Chief Grube and I met with about 20 + people from GCSO and Gallatin 911 for a lengthy discussion on programming for the mobile and handheld radios within our new radio system. The goal is to come up with a standard program of channels across multiple zones that we would all use. Not as easy as it might sound, as the needs for WYPD differ from Big Sky and the Valley. I believe we are very close.
 - Brenda is reviewing the RFP's for the new phone system. As mentioned a few weeks ago, we joined Gallatin County 911 in the RFP process and WYPD will be part of that decision making process.
 - Two of our arrests were for possession of dangerous drugs (meth in these two cases). Just reminding everyone, especially employers, these drugs are in our town.
 - I finished specking out the new patrol vehicle and have that as a PO on the agenda for Tuesday's meeting. Estimated delivery is 16 – 18 weeks, a whole lot better than the last one.
 - We have started background on our second police officer candidate. We hope to have that completed by mid-week next week. If we are satisfied, we will move onto phycological evaluation and testing.
 - On the topic of new hires, I will be reposting an ad for another police patrol officer. Officer Juan Trujillo has decided to retire from full-time police patrol duties. Juan has worked for 28 years in

various law enforcement capacities and has earned this opportunity to take a break. He recently completed five years with the WYPD. His last day will be January 30th of this month. I would like to personally thank Juan for his time with the WYPD and specifically the last 15 months helping me try to get things on track. Juan has served our department as a Field Training Officer, Firearms Instructor, Taser management, and most importantly, a mentor to the younger staff members, and a huge help in coordinating purchases. Best of luck Juan, you will be missed.

Until next week, Mike & Brenda



THE TOWN OF

WEST YELLOWSTONE

Marketing and Promotion Fund Advisory Board (MAPFAB)

RECOMMENDATION TO TOWN COUNCIL (RTC) FOR AWARD APPROVAL

Event or Project Applicant: _____

Event or Project Name: _____

Date Submitted: _____

Date Approved by MAPFAB: _____

Requested Funding Amount: _____

Approved Funding Amount: _____

Comments:

Recommendation submitted by: John M. Greve, MAPFAB Secretary

This MAP Fund Award Recommendation is approved by the Town Council

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

Signature _____

MAYOR OR APPOINTED REPRESENTATIVE

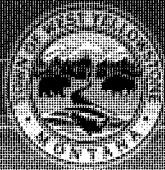
Date _____

Comments:

Copy 1 – Town Clerk

Copy 2 – Town Council

Copy 3 – MAP Fund Advisory Board



THE TOWN OF WEST YELLOWSTONE

Marketing and Promotion (MAP) Fund APPLICATION COVER PAGE

APPLICANT INFORMATION

Applicant Individual or Organization: West Yellowstone Chamber of Commerce, Ice Fishing Committee

Event or Project Contact Person: Garrett Ostler, West Yellowstone Chamber of Commerce

Address: 30 Yellowstone Ave. West Yellowstone MT 59758

Phone: 406-646-7701 Email: garrett@madisonhotelmotel.com

Application Submission Date: 11.27.2023

EVENT OR PROJECT INFORMATION

Event or Project Name: Hebgen Lake Ice Fishing Tournament

Location of Event or Project: Yellowstone Beet Company and Kirkwood Marina

Date(s) of Event or Project: January 5, 6 & 7

Estimated Total Event or Project Cost: \$29,420

MAP Fund Amount Requested: \$8,000

SECTION 1 - PROPOSED EVENT OR PROJECT SUMMARY

Describe or explain your event or project. Provide enough detail so that those reviewing the application can comprehend or visualize the full scope of your event or project.

Ice Fishing Tournament.

Held January 5-7th or January 19-21st

Friday, Jan 5 or Jan 19.

Pre fishing Kirkwood Marina, Rules meeting and calcutta held at the Yellowstone Beer Company.

Saturday, Jan 6 or Jan 20

Start the contest 7:00 am at the Kirkwood Marina. Weigh in at 2:00 Kirkwood Marina/
5:00 pm an Awards banquet will be held announcing the winners of the contest.

Sunday, Jan 7 or Jan 21

KidsInSnow - Ice Camp This event is focused on new youth wishing to experience Ice fishing

This is the 12th year that this event will be held. the significant difference is that the West Yellowstone Chamber Ice fishing committee is the organization that will administer this event, as the NAIFC has ceased operations and disbanded.

We have a large group that really enjoys the event that we have helped with in the past 11 years.

This event brings in many participants from outside the local area that will be arranging accommodations and rentals of equipment.

Last year we missed this Map funding and really need your support due to the depleted funds and the current inflating costs.

The Calcutta that is held helps to support the Kids Camp ice-fishing event. These camps are held four times during the ice fishing season, the people who come to the tournament assist on the tournament weekend too.

SECTION 2 - PROPOSED TIMELINE

- Provide your event or project schedule that identifies timelines for actions such as planning, construction, promotion and implementation of activities necessary for your event or project.
- Provide a schedule of events/activities occurring during your event time period.

We submitted a request for permit in May, we received the permit October 20th

We scheduled with the YBC to hold the meetings as they are the only place large enough for this large group.

Friday we pre-fish, and conduct a rules meeting, along with a Calcutta. After the meeting we encourage the contestants to get dinner at the available places.

Saturday we hold the contest, weigh in and the awards Dinner at the YBC

Sunday 9-1 we hold the ice fishing camp, at the Holiday RV area for new ice fishing youth.

due to the nature of the times to attend unless you live local over night accomidations are needed and food services will also be needed.

SECTION 3 - PUBLICITY, PROMOTION, MARKETING

Describe how your event or project will be promoted or marketed to visitors, residents or participants. West Yellowstone, Montana or West Yellowstone, MT is to be listed, identified or present in all forms and methods of promotion and marketing of your event or project.

We will use some limited printed goods, Banner for sponsor recognition.

Radio and Web advertizing through Montana Outdoor Radio, Destination Yellowstone and the hebgen lake ice fishing website

Smaller posters will be distrubuted from Billings to SLC.

FACEBOOK POSTS
welcome Packets & Drawing prizes

SECTION 4 - PROPOSED BUDGET

- Provide a detailed line item budget for your event or project.
- A Budget Template can be downloaded [here](#) or requested by email or in person from the Board member contact and adapted for your event or project. Use of this fill in the blank Template isn't required, but is provided as a convenience for applicants who want to use it.
- Your budget should include projected income from all sources, including income from requested/applied for grants, awards, donations, contributions and sponsorships.
- Identify the amount of MAP funds you are requesting and the expenses that will be paid in part or in full with MAP funds.
- **Your request can't exceed 35% of your event's or project's total budget or \$40,000 maximum. It is within the Board's discretion to consider additional funds.**
- All budget expenses must be subsequently supported with invoices, bills, receipts, etc.
- It's beneficial for an applicant to contribute a percentage of entry fees, registrations, admissions etc. to an event's cash prizes/purse. MAP funds can be used to pay for cash prizes/purse. Requests for reimbursement of this type of expense must include a list of individual cash amount winnings, names and signatures of winners and their contact info. Also note: Check current state and federal tax regulations for payout amounts that require you to issue an IRS Form 1099 to individuals.
- MAP funds can be used to pay for administrative expenses. Click on this [link](#) to view Allowable Admin. Expenses.
- MAP funds may not be used for purchasing liquor or funding the distribution of liquor.
- Even though we ask you to submit a detailed line item budget, you can request disbursement or reimbursement in any amount for any approved expense, as long as the amounts requested aren't more than the approved amount of total funding.

MAP Fund monies are generated from the collection of resort taxes. When applicable, please collect resort taxes for your event or project. If you're uncertain as to whether or not your event or project will be subject to remitting resort taxes, check with the town offices.

SECTION 4 - PROPOSED BUDGET

Hebgen lake Ice Fishing Tournament Budget

Income 80% prize fund projection
Registration \$250 per team \$12,500 \$10,000
Donations \$ \$5,000
Donation Kind value \$7,000
MAP Participation \$8,000

Labor

Donation in time \$

Paid Labor

Total Income \$32,500

Expenses

Advertising

Montana Outdoor Radio \$700

FB and Website \$800

Printed, and other \$700

Sponsor banner \$120

Welcome packets \$500

Prizes and enticements awards \$3,800

prize money from entry fees \$10,000

Trophies \$500

Other Prize Values From donations \$3,500

Fuel \$400

Rentals \$1,000

Toilet \$400

Plowing \$7,000

Equipment purchase \$3,000

Total Expenses \$32,420

net results \$80

SECTION 5 - APPLICATION REVIEW CRITERIA

Applications will be reviewed against multiple criteria. Please provide answers to the following questions:

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

The teams commonly bring spouses and families and they visit the local business, while the fishermen are out on the lakes, then they all visit the restaurants and businesses that are open.

Commonly the serious fishermen make two or more visits trying to find the prize winning fish.

Hebgen lake is a underutilized resource and in the past 12 years we have continued to support this event along with the Kids in the Snow, that Madison Adventures, Garrett Ostler contributes many hours, dollars and equipment generously to bring people to town to fish and do the winter activities available here in West Yellowstone.

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

This organization is NEW, The NAIFC did the ones in the past.

The Chamber Established this as a focused activity committee as the past events, have been so well supported. The past organizer and participants have said this is the best event that they attend. We have 15 teams that have been here for all twelve events.

4 Can your event or project proceed without MAP funds?

We would do our best but it would exteamly limit our abuility to promote this event. We did it last year with our the funds as the organizer was not compliant to the schedule.

5 If your event or project is approved for funding, how will you acknowledge the receipt of MAP funds as a funding source? The MAP Fund consists of Resort Tax funds paid by town businesses. Once an award is approved, marketing methods need to indicate, "Supported by West Yellowstone Businesses"

This would be gladly done.

SECTION 6 - APPLICATION SUPPORTING DOCUMENTATION

Provide any supporting documents, plans, pictures etc. that might be helpful to MAPFAB in reviewing and understanding your event or project. If this is a reoccurring event or project that received MAP funding last year, then please provide a copy of last year's Outcome Report.

We had 56 teams last year, we expect that this will grow because we are fishing on Saturday, this will make the event more inviting for our Idaho and Utah Fishermen.

Certification

Applicant Individual or Organization: Hebgen Lake Ice Fishing Tournament, W.Y. Cahmber

Event or Project Contact Person: Garrett Ostler

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

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

Signature _____

Name (printed) _____

Title _____

Date _____

FOR OFFICE USE ONLY

Application approved by MAPFAB for total requested amount of _____ Date _____

Application approved by MAPFAB for only _____ of total requested amount Date _____

Application not approved by MAPFAB Date _____

Reason:

SECTION 5 - APPLICATION REVIEW CRITERIA

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

Team Count 54 Last Year - Interest is good
and we are permitted to have 90 Teams.

Schedule of events	Time	Place
Thursday 1-4	4pm	Garretts home
Make packets		tags rules swag
rules		
MT Regulations		
Tags Big fish, team tags 4		
Swag		
Raffle tickets??		
Friday 1-5		Kirkwood Marina
Pre-fish		
Tent set up for admin.		
Rehearse inspection plan		
Cone off close areas, and no parking zones		
Team packets and registration	16:30	
Welcome Greeting, Light hordervs or light me	17:30	YBC snacks and drinks \$
Rules meeting	18:00	
Calcutta	19:00	
Saturday 1-6		Kirkwood Marina
Set up inspection	6:00	
Inspect and release Walkers	6:30	
Inspect and release powered teams	7:00	
Referees and photographers on ice	8-2pm	
Cut off teams line up at 2pm! Weigh in, Lake :	1-3pm	
Dinner, buffet	17:00	YBC
Awards meeting	17:30	
Kids-n-Snow Ice Camp		Holiday Campground
Set up for Kids Camp	8:30 AM	
Fish With Kids	9:00 am to 1pm	

Hebgen lake Ice Fishing Tournament Budget

Income			80% prize fund projection
Registration \$250 per team 50/teams	\$	12,500	\$ 10,000
Donations \$	\$	5,000	
Donation Kind value	\$	7,000	
MAP Participation	\$	8,000	
Labor			
Donation in time \$			
Paid Labor			
	Total Income	\$	32,500
Expenses			
Advertising			
Montana Outdoor Radio	\$	700	
FB and Website	\$	800	
Printed, and other	\$	700	
Sponsor banner	\$	120	
Welcome packets	\$	500	
Prizes and enticements awards	\$	3,800	
prize money from entry fees	\$	10,000	
Trophies	\$	500	
Other Prize Values From donations	\$	3,500	
Fuel	\$	400	
Rentals	\$	1,000	
Toilet	\$	400	
Plowing	\$	7,000	
Equipment purchase	\$	3,000	
	Total Expenses	\$	32,420
	net results	\$	80
			11347



Memorandum

To: Mayor and Town Council
From: Dan Walker, Town Manager
Date: 1/9/24
Re: Horvath Tower Lease (Verizon)

License Agreement

- 3 year “license” period for due diligence, regulatory approvals, and testing @ \$1,500/YR.
- This period would include receiving any additional permits and approvals, including any additional Town approvals.
- Option to exercise lease anytime during that period, license expires with no effect if not exercised within the 3-year period.

Lease Agreement

- Approximate 100’x100’ lease area south of Lil’ Rangers on Obsidian, with an easement for access and utilities.
- Initial lease term is ten (10) years, with the right to extend for seven (7) additional five (5) year terms for a total term of 45 years.
- Rent is \$1,500/Mo. (\$18,000/Yr.), with a 1.5% escalator to start in the second year.
- Revenue share for major and minor tenants. \$200 for 1st, \$300 for 2nd, \$400 for 3rd per month. An additional 5% of the monthly rental rate for non-major carriers.
- Tenant pays utilities and taxes.
- Insurance required per MMIA paid by tenant.
- Default of the lease includes ability to cure.
- The Town will offer the tenant first right of refusal and non-compete clause if we receive an offer from another carrier to install a tower on Town Property within a 1-mile radius.

Site Name: HV1530 | Toy Hauler
Site Address: +/- 637 Yellowstone Avenue, West Yellowstone, Montana 59758 (Gallatin County)

OPTION AND LAND LEASE AGREEMENT

This Option and Land Lease Agreement (“**Agreement**” or “**Lease**”) is made and entered into this ____ day of _____, 2023, by and between TOWN OF WEST YELLOWSTONE, having a mailing address of 440 Yellowstone Avenue, West Yellowstone, Montana 59758 (“**Landlord**”), and HORVATH TOWERS VI, LLC, a Delaware limited liability company, having an address of 2307 Edison Road, Suite 2, South Bend, Indiana 46615 (“**Tenant**”).

I OPTION TO LEASE

1.1 Option, Option Payment, and Option Term. Landlord owns certain real property described on *Exhibit A* attached hereto and made a part hereof (the “**Property**”). In consideration of the sum of ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$1,500.00) payable each year of the option term, not to exceed three payments and subject to the commencement of construction, the first payment to be paid upon full execution of this Agreement (the “**Option Payment**”), Landlord grants to Tenant for a term of thirty-six (36) months (the “**Option Term**”) an option to lease (the “**Option**”) a portion of the Property measuring approximately 100’ x 100’ for a total of 10,000 square feet and located at +/- 637 Yellowstone Avenue, West Yellowstone, Montana 59758 (44°39’29.4834” / -111°6’36.5754”) for the purpose of constructing and operating a communications facility (the “**Equipment**”) together with the unrestricted access, and the construction and maintenance of a route for such unrestricted access, for Tenant’s uses from the nearest public right-of-way along the Property to the Leased Premises as described on the attached *Exhibit B* (collectively, the “**Leased Premises**”).

1.2 Testing. Upon notification to Landlord, during the Option Term and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the “**Tests**”), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant’s sole discretion for its use of the Leased Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the “**Government Approvals**”), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant’s sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord’s title to the Property and the feasibility or suitability of the Property for Tenant’s Permitted Use, all at Tenant’s expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant’s inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all injury, loss, damage, or claims arising directly out of Tenant’s use of the Leased Premises. Upon completion of construction of the Equipment, Tenant no longer needs to notify Landlord of access to the Leased Premises.

1.3 Exercise of Option. During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Leased Premises to the Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option, this Agreement will terminate and the parties will have no further liability to each other.

II TERM

2.1 Initial Term and Commencement. The initial term of this Lease shall be ten (10) years (the “**Initial Term**”) commencing upon the date of written notification by Tenant to Landlord of Tenant’s exercise of the option, or the date Tenant commences construction, whichever occurs first (the “**Commencement Date**”), and terminating at midnight on the last day of the Initial Term. Tenant may terminate this Lease at any time it deems necessary.

Site Name: HV1530 | Toy Hauler
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2.2 Renewal Term. Tenant shall have the right to extend this Lease for seven (7) additional five (5) year terms (each a “**Renewal Term**”). This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Leased Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

III RENT

3.1 Rent. Tenant agrees to pay to Landlord annual rent (“**Rent**”) in the amount of Eighteen Thousand and 00/100 Dollars (\$18,000.00), payable in equal monthly installments of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00). Rent shall be payable within twenty (20) days following the date tenant commences construction (the “**Rent Commencement Date**”) prorated for the remainder of the month in which the Rent Commencement Date falls and thereafter Rent will be payable monthly in advance by the fifth day of the month to Landlord's address specified in Article XII, below. Payment of Rent is contingent upon Landlord providing to Tenant, upon request, a properly executed Form W-9 showing the taxpayer identification number of the Landlord.

3.2 Escalation. In year two (2) of the Initial Term, and each year thereafter, including throughout any Renewal Terms exercised, Rent will increase by one and one-half percent (1.5%) over the previous year's annual Rent.

3.3 Revenue Share. Upon installation and commencement of payment to Tenant by the first and each subsequent major wireless broadband carrier (for the purpose of this Lease to be T-Mobile, AT&T, or Dish Wireless) (“**Major Wireless Broadband Carrier**”) who collocates on the tower, not to include Verizon Wireless who is the anchor tenant, Tenant shall pay Landlord additional monthly revenue share as follows: (a) Two Hundred and 00/100 Dollars (\$200.00) for the first Major Wireless Broadband Carrier; (b) Three Hundred and 00/100 Dollars (\$300.00) for the second Major Wireless Broadband Carrier, and (c) Four Hundred and 00/100 Dollars (\$400.00) for the third Major Wireless Broadband Carrier. Tenant shall pay Landlord, upon installation and commencement of payment to Tenant by the first and each subsequent non-Major Wireless Broadband Carrier, minor MNOs, or minor MVNOs (“**Subsequent Carrier**”) additional monthly revenue share of five percent (5%) of the total monthly rental rate for each Subsequent Carrier collocating on the tower (collectively “**Revenue Share**”). Revenue Share shall be payable within twenty (20) days following the date Tenant receives payment from the first and each subsequent Major Wireless Broadband Carrier or Subsequent Carrier and thereafter payable in advance by the fifth day of the month to the Landlord's address specified in Section XII, below. Revenue share is not subject to escalation. Tenant shall provide Landlord written notice on each annual anniversary of this Lease setting forth an inventory of the Major Wireless Broadband Carriers and Subsequent Carriers collocated on the tower (“**Notice of Inventory**”). Failure to provide a written notice of inventory to the Landlord shall be treated as a default under Article 11.

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3.4 Revenue Share Reduction. Revenue Share shall be reduced in an amount equal to its monthly increase for each Major Wireless Broadband Carrier and/or Subsequent Carrier that de-installs. Revenue Share shall cease at the time carrier's equipment is removed from the Premises.

IV RIGHTS AND OBLIGATIONS OF TENANT

4.1 Right of Access. Tenant shall, during the Term of this Agreement, have the right of ingress to and egress from the Leased Premises over an access road, as shown in **Exhibit B**, attached hereto and incorporated herein by reference, for the purpose of installing, operating, maintaining and/or removing the Equipment, however, such right is limited to authorized employees, subtenants, licensees, invitees, assignees, or agents of Tenant and/or other persons under Tenant's supervision. The parties agree that **Exhibit B** will be replaced by a final survey once said survey is complete. Landlord and Tenant shall cooperate with each other to determine a mutually acceptable access route.

4.2 Temporary Construction Easement. Landlord hereby grants to Tenant and to its respective agents, employees, contractors, materialmen, and laborers, a temporary easement for access and passage over, along, and across the Leased Premises as shall be reasonably necessary for the constructing party to construct or maintain improvements upon the Leased Premises and/or Landlord's surrounding property; provided, however, that such easement shall be in effect only during periods when actual construction or maintenance is being performed and provided further that the use of such easement shall not be exercised so as to unreasonably interfere with the use and operation of the Leased Premises or Landlord's surrounding property. Any constructing party availing itself of the temporary easement shall diligently complete such work as quickly as possible and shall promptly restore the Leased Premises and/or Landlord's surrounding property to its original condition immediately prior to the commencement of this Agreement, with the exception of (i) plants, trees, crops, or similar vegetation, removed from the Leased Premises and/or topographical changes to the Leased Premises in order to fulfill the transaction contemplated by this Agreement; and/or (ii) ordinary wear and tear.

4.3 Removal of Equipment. Upon expiration or termination of this Agreement, Tenant shall remove all of the Equipment installed on the Leased Premises without damage to Landlord's property, and shall restore the Leased Premises, as is reasonable, to its original condition immediately prior to the commencement of this Agreement, with the exception of (i) plants, trees, crops, or similar vegetation, removed from the Leased Premises and/or topographical changes to the Leased Premises in order to fulfill the transaction contemplated by this Agreement; and/or (ii) ordinary wear and tear. Title to all Equipment, whether or not such is considered real or personal property, and whether or not such is considered as being affixed to the property, shall be and remain vested in Tenant (or its subtenants and licensees, as applicable).

4.4 Utilities. During the Term of this Agreement, Tenant shall pay for its own separately metered utilities. Tenant shall, during the Term of this Agreement, have the right to order, construct and maintain utilities along the route shown in **Exhibit B**, attached hereto and incorporated herein by reference. Such utility location and installation method shall be mutually agreed upon by the utility companies and the Tenant. Landlord agrees to execute and deliver all such further documents and instruments as Tenant and/or the utility companies may reasonably require to obtain a separate easement for utilities.

4.5 Maintenance. Tenant shall be responsible for maintaining the Equipment. Tenant shall have no other maintenance responsibilities with respect to the Leased Premises other than those expressly set forth herein.

4.6 Taxes. Tenant shall be responsible for any taxes, including real estate and personal property taxes that may be incurred as a result of the installation or operation of the Equipment at the Leased Premises. Landlord shall promptly pay all real estate taxes and assessments against the Property when due and shall avoid any delinquencies with respect thereto. Tenant shall promptly pay Landlord only upon receipt of such invoice and all other reasonable documentation as requested of Landlord by Tenant to evidence such increase in taxable amounts resulting from the installation or operation of the Equipment at the Leased Premises. Landlord shall also pay promptly, when due, any other

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amounts or sums due and owing with respect to its ownership and operation of the Property, including, without limitation, judgments, liens, mortgage payments, and other similar encumbrances.

4.7 Subleases. Landlord hereby grants Tenant the right to sublease or license all or any part of the Leased Premises and any such subtenant or licensee shall have the right to use any and all easements granted hereunder pursuant to the terms hereof.

V

RIGHTS & OBLIGATIONS OF LANDLORD

5.1 Interference. Landlord shall not interfere with the installation or cause any interference with the operation of the Equipment or with Tenant's (or its subtenant's or licensee's) use of the Leased Premises as contemplated herein.

VI

INDEMNIFICATION

6.1 Indemnification by Tenant. Tenant shall indemnify and hold harmless Landlord from any claim which may arise against Landlord by any reason or occurrence attributable to (i) the installation, operation, or maintenance of the Equipment on the Leased Premises or any of the Leased Premises by Tenant (ii) is due to Tenant's failure to perform any material obligation hereunder; or (iii) is due to any misrepresentation or breach of warranty by Tenant hereunder. Tenant shall not be liable for and shall have no obligation to indemnify or defend Landlord or any third-party and will not hold Landlord or any third-party harmless from any claims or damages that may have arisen or may arise due to a pre-existing condition or defect, including, but not limited to, any claims arising out of contamination by, or storage of, any hazardous substance(s).

6.2 Indemnification by Landlord. Landlord shall indemnify and hold harmless Tenant from any claim which may arise against Tenant by any reason or occurrence attributable to Landlord's use or occupation of the Leased Premises.

6.3 Environmental Indemnification by Landlord. Landlord shall indemnify and hold Tenant harmless from any claims, costs, and/or liabilities that may arise, including, but not limited to, claims of personal injury, death, pollution, contamination, and property damage, incurred as a result of the negligent or intentional storage, dumping, leaking, or use of any regulated and/or hazardous substances, as that term is defined by applicable federal and state law, by Landlord, its employees, agents, servants, invitees, visitors or any other person under Landlord's control or supervision. Landlord shall indemnify Tenant for any and all costs incurred as a result of having to answer and defend any claims set forth above, including without limitation reasonable attorney's fees and court costs. Landlord agrees to immediately notify Tenant of any known regulated and/or hazardous waste conditions, including, without limitation, complaints or reports that may be or have been filed against Landlord or the property or served upon Landlord, its agents, servants, employees, or other representative.

VII

ASSIGNMENT

7.1 Tenant May Assign At Any Time. This Agreement may, at any time, be assigned by the Tenant upon the written approval of the Landlord. Landlord shall provide written approval to Tenant within thirty (30) days of written notice from Tenant. Tenant shall provide written notice to Landlord by overnight courier service or certified mail, return receipt requested, within a reasonable amount of time after assignment. Upon reasonable request by Tenant, Landlord shall execute an Estoppel Certificate, Acknowledgment of Rights, or similar document, as set forth in Article VIII, Section 8.2 hereof, in connection with such assignment.

7.2 Assignment by Landlord. This Lease may, at any time, be assigned by the Landlord, who shall provide written notice to Tenant by overnight courier services or certified mail of such assignment to Tenant within a reasonable amount of time. The assignee shall be bound by the terms of this Agreement and shall not modify the Leased Premises

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or the associated utility and access easements in any way which would adversely affect Tenant's use of the Leased Premises.

7.3 Effect of Assignment. All of the covenants, provisions, terms, agreements, and conditions of this Agreement shall be construed as running with the land and shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Upon written notification to Landlord of any assignment of this lease by Tenant (together with a copy of such assignee's written assumption of Tenant's obligations hereunder), Landlord shall look solely to such assignee for the satisfaction of Tenant's obligations hereunder, and Tenant shall be released from any further obligations under this lease. As used herein, the term "**Tenant**" means the holder, from time to time, of the leasehold estate under this Agreement and the term "**Landlord**" means the holder, from time to time, of the reversionary estate under this Agreement.

VIII

RIGHTS OF TENANT TO MORTGAGE

8.1 Right of Tenant to Mortgage Leasehold Interest. Landlord acknowledges that Tenant has the right, without the necessity of obtaining Landlord's consent, at any time to: (i) encumber its leasehold estate by mortgage or other encumbrance or lien; and (ii) grant security interests in or place liens upon any and all improvements, including, but not limited to, the Equipment (whether or not such is considered real or personal property).

8.2 Estoppel Certificates, Landlord's Acknowledgment of Rights, and other Similar Documents. Landlord agrees that it will from time to time, within ten (10) days after request by Tenant, execute and deliver an Estoppel Certificate, Landlord's Acknowledgment of Rights, or other similar statement, in a form that is reasonably acceptable to both Landlord and Tenant and which is recordable in the Land Records of the jurisdiction in which the Leased Premises are located certifying that (i) this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified); (ii) stating the dates to which rent and other charges payable hereunder have been paid; (iii) stating that Tenant is not in default hereunder (or if Landlord alleges a default stating the nature of such alleged default); and (iv) acknowledging the rights of Tenant and Tenant's mortgagee as set forth in Section 8.1 above, and further stating such other matters as Tenant or Tenant's mortgagee shall reasonably require.

8.3 Waiver of Lien Rights by Landlord. Landlord waives any lien rights it may have concerning the Equipment, whether or not such are deemed Tenant's personal property or fixtures. Landlord acknowledges that Tenant may enter into financing arrangements which, among other things, may provide that the Equipment shall serve as collateral. In connection therewith, Landlord disclaims any interest in the Equipment, whether fixtures or otherwise, and agrees that the Equipment shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any rent due or to become due and that the Equipment may be removed at any time without recourse to legal proceedings.

IX

COVENANTS & WARRANTIES

9.1 Quiet Enjoyment. Landlord covenants that Tenant, upon performance of the terms set forth herein, shall peaceably and quietly hold and enjoy the Leased Premises during the Term of this Agreement without hindrance or interruption by Landlord or any other person, including other tenants or subtenants of Landlord. Landlord acknowledges (i) that any interference with the Equipment caused by Landlord may cause irreparable harm to Tenant and would constitute a breach of the covenant of quiet enjoyment set forth herein, (ii) that the cessation of such interference is material to the Agreement; and therefore (iii) that Tenant shall have upon any such interference, the right to enjoin any such interference or to terminate this Agreement.

9.2 Landlord Owns Leased Premises in Fee Simple. Landlord represents and warrants that Landlord owns the Leased Premises in fee simple and has full power and authority to lease the Leased Premises as well as to grant all

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easements and rights of way contemplated hereunder without the consent of any other party. Landlord further represents and warrants that the Leased Premises are free and clear of any encumbrances, other than liens of record such as mortgages or others as specifically set forth herein. In the event that it is determined that Landlord has breached its representation and warranty under this section and Tenant is unable to use the Leased Premises for the purposes contemplated herein and/or to utilize the easements granted herein for the stated purposes, Tenant shall have a right to terminate this Agreement without further obligation to Landlord.

9.3 Environmental. To best of Landlord's knowledge, Landlord represents and warrants that there are no existing regulated and/or hazardous waste conditions on the Leased Premises and that no regulated and/or hazardous substances were or are being stored on said Leased Premises or within the associated easement areas. Landlord shall indemnify and hold Tenant harmless for any claims and/or damages arising from Landlord's breach of this representation and warranty.

X INSURANCE

10.1 Insurance Requirements for Tenant. Tenant shall carry, during the Option Term and the Initial Term of this Agreement, the following insurance, with customary coverages and exclusions:

- A. Coverage
Policy limits of not less than:
General Liability through MMIA
General Aggregate - \$3,000,000
Bodily Injury and Property Damage - Each Occurrence - \$1,500,000
Combined Single Limit
Combined Single Limit (Bodily Injury and Property Damage) - \$1,500,000

- B. Excess or Umbrella Liability
Each Occurrence - \$3,500,000
General Aggregate - \$3,500,000

10.2 Insurance Requirements for Subcontractors. Tenant shall require each of its general contractors, subcontractors, independent contractors, and the like, that perform services under this Agreement, to maintain insurance coverage that meets all of the requirements of this section, in addition to the following:

Policy limits of not less than:

Workers' Compensation
State Statutory
Employer's Liability
Each accident \$1,500,000
Each employee \$1,500,000
Policy limit \$3,000,000

In the event Tenant uses employees at the Lease Premises, then the requirements for Workers's Compensation insurance above shall apply and Tenant shall immediately provide Landlord with a copy of the insurance certificate showing workers' compensation coverage and naming the Town and an additional and named insured.

10.3 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.

Site Name: HV1530 | Toy Hauler
Site Address: +/- 637 Yellowstone Avenue, West Yellowstone, Montana 59758 (Gallatin County)

10.4 Insurance. Tenant will increase amount of insurance coverage during the Renewal Terms as required by the Landlord's insurance carrier and subject to any changes in the law. Tenant shall, within thirty (30) days after execution of this Agreement, furnish to Landlord i) copies of all policies and/or endorsements from the Tenant's insurer that confirm the limits and additional insured status; and ii) Certificates of Insurance certifying that Tenant has the above-described insurance and naming Landlord as an additional and named insured on Tenant's policy as it relates to the Leased Premises. In addition to the above, within thirty (30) days after a general contractor has been confirmed for this project, Tenant shall furnish to Landlord copies of all policies and/or endorsements from the general contractor's insurer that confirms the limits and additional insured status; and ii) Certificates of Insurance certifying that Tenant's general contractor has the above-described insurance and naming Landlord as an additional and named insured on general contractor's policy as it relates to the Leased Premises. Tenant shall provide notice to Landlord at least thirty (30) days in advance of any change or cancellation of any policies required by this Lease.

10.5 Indemnification. Tenant agrees to indemnify, defend, and hold Landlord harmless from any liability arising out of Tenant's failure to comply with the insurance requirements above, including any claims by subcontractors, independent contractors and the like relating the insurance requirements above.

XI **DEFAULT**

11.1 Default by Landlord. If Landlord defaults in the performance or observance of any provision of this Agreement on its part to be performed and does not commence to cure such default within thirty (30) days after written notice thereof or does not thereafter diligently complete the cure, if such default is capable of cure, or make, in good faith, progress toward such cure, then, in addition to any other remedies provided in this Lease, Tenant shall have the option to terminate this Agreement upon thirty (30) days' written notice, in accordance with Article XII, without further obligation or liability. Tenant reserves the right to withhold Rent as remedy for material breaches of this Agreement, including, but not limited to: (i) refusal to execute any documents specified in Article VII, Article VIII, and Article XIII, (ii) failure to pay property taxes; (iii) failure to provide Tenant with access to the Property.

11.2 Default by Tenant. If Tenant defaults in the performance or observance of any provision of this Agreement on its part to be performed and does not commence to cure such default within thirty (30) days after written notice thereof or does not thereafter diligently complete the cure, if such default is capable of cure, or make, in good faith, progress toward such cure, then, in addition to any other remedies provided in this Lease, Landlord shall have the option to terminate this Agreement upon thirty (30) days' written notice, in accordance with Article XII, without further obligation or liability, subject, however, to the cure rights of any leasehold mortgagee as set forth herein.

11.3 Termination by Landlord. The termination by Landlord of this Agreement as aforesaid shall be Landlord's remedy, together with any other remedies provided by law for any default by Tenant hereunder.

XII **NOTICE**

12.1 Notice to Parties. It is understood and agreed between the parties hereto that written notice delivered by overnight commercial courier service or by certified mail, return receipt requested, postage prepaid, to a party's offices as specified herein, shall constitute notice to that party sufficient to comply with the terms of this Agreement. Addresses are as follows:

To Landlord: Town of West Yellowstone
440 Yellowstone Avenue
P.O Box 1570
West Yellowstone, MT 59758
Telephone: 406-646-7795

Site Name: HV1530 | Toy Hauler
Site Address: +/- 637 Yellowstone Avenue, West Yellowstone, Montana 59758 (Gallatin County)

Email: dwalker@townofwestyellowstone.com

Landlord's Payee: Town of West Yellowstone
440 Yellowstone Avenue
P.O. Box 1570
West Yellowstone, MT 59758

With copy to: Jane Mersen
Kasting, Kauffman & Mersen P.C.
716 South 20th Avenue, Suite 101
Bozeman, MT 59878
Email: jmersen@kkmlaw.net

To Tenant: Horvath Towers VI, LLC
2307 Edison Road, Suite 2
South Bend, IN 46615
Office: (574) 237-0464
ATTN: Lease Administration
Email: ehorvath@horvathcommunications.com
CC: hmorley@horvathcommunications.com

XIII **GENERAL PROVISIONS**

13.1 Contingencies.

13.1.2 Permits, Approvals, Utilities, Rights of Way. This Agreement is contingent upon Tenant's obtaining and maintaining any permits, licenses, or approvals required by any applicable federal, state, or local authority, including, without limitations, the Federal Communications Commission, the Federal Aviation Authority, and any local zoning authority, as well as obtaining all necessary utilities and any and all easements and rights of way necessary to access the Leased Premises.

13.1.3 Technical Analysis and Environmental Studies. This Agreement is further contingent upon (i) the satisfactory completion of technical analyses which will be performed to verify that acceptable microwave communication is possible from the tower to be constructed on the Leased Premises to other communications facilities operated, or planned, by Tenant in the surrounding area and/or (ii) a satisfactory environmental/geological report indicating that the Leased Premises are suitable and/or economically viable for Tenant's intended use. Such analyses shall be completed within the applicable Option Term of this Agreement.

13.3 Landlord's Assistance with Various Applications and Permits. Landlord shall join in and consent to any applications or petitions filed by Tenant with any governmental, public, or judicial agency in connection with the use, development, or occupancy of the Leased Premises and which may require the joinder and consent of Landlord, including, but not limited to, building permits, applications for reclassifications, special exceptions and variances under the zoning laws, demolition of improvements, construction or alteration of improvements, erection and maintenance of signs, connections to utility facilities, public works agreements, subdivision applications, and licenses or minor privileges; but Tenant shall bear all costs and fees with respect to such applications. All costs associated with the above instruments are the sole responsibility of the Tenant. Tenant shall provide drafts of such application, permits, or approvals to the Landlord and shall allow the Landlord ten (10) days to review and respond to Tenant. If Landlord does not approve, Landlord will work with Tenant to correct the application prior to filing.

Site Name: HV1530 | Toy Hauler
Site Address: +/- 637 Yellowstone Avenue, West Yellowstone, Montana 59758 (Gallatin County)

13.4 Recordation and Memorandum of Agreement. Simultaneously with the execution of this Agreement, Landlord shall execute a Memorandum of Option, a form of which is attached and incorporated herein as **Exhibit C**, and a Memorandum of Lease, a form of which is attached and incorporated herein as **Exhibit D**, both in recordable form for recording among the appropriate Office of Land Records. Such memoranda shall contain a description of the Leased Premises and its associated access, utility, and guy anchor easements and set forth the term of this Agreement and any other provisions hereof as may be necessary or desirable. Tenant shall pay for all document recording fees.

13.5 First Right of Refusal. In the event Landlord receives an offer or letter of intent from any person or entity that is in the business of owning, managing, or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, an option for any of the foregoing, or any rights hereunder (in each case, the “**Sale Assets**”), Landlord shall first communicate the terms of such offer to Tenant by written notice in accordance with Article XII herein, and provide a copy of the bonafide offer to Tenant and offer to sell such property to Tenant upon the same terms and conditions, including any financing terms. Tenant shall have thirty (30) days from receipt of said written notice from Landlord to accept said offer in writing. If Tenant accepts Landlord's offer within thirty (30) days, Landlord shall be bound to sell the Sale Assets to Tenant, and Tenant shall be bound to purchase the Sale Assets from Landlord, in accordance with the bonafide offer. If Tenant fails to exercise such right of first refusal within the stated time, Landlord may sell the Sale Assets subject to any and all terms and conditions of this Lease; provided, however, that if the terms of sale change and if Landlord has not sold or transferred title to such property within ninety (90) days of the date of Landlord's written notice to Tenant, any such sale and transfer of title shall again be subject to Tenant's said right of first refusal. Tenant's right of first refusal shall continue in effect as to any subsequent proposed sale by the current landlord or by any transferee.

13.6 Non-Competition. During the Term, Landlord will not enter into a lease with a Competitor of Tenant of property owned or controlled by Landlord within a one (1) square mile radius of the Leased Premises, for the purpose of constructing and operating a communications facility. For purposes of this Lease, the term “**Competitor**” means any person or entity engaged in the business of (i) building wireless communication facilities for the purpose of broadcasting and/or receiving wireless transmissions licensed by the Federal Communications Commission of the United States (the “**FCC**”), or (ii) subletting wireless communication facilities to any third-party for the purpose of broadcasting/receiving wireless transmissions licensed by the FCC. The parties agree that the terms of this Agreement, generally, and in particular this Article XIII, Section 13.6, are reasonable and should be valid and enforceable in order to protect the legitimate business interest of Tenant.

13.7 Invalidity of Certain Provisions. In the event that any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall not be affected, and a suitable and equitable provision shall be substituted for the invalid or unenforceable provision in order to carry out, as far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision.

13.8 No Partnership. Notwithstanding any obligation from one party to the other herein, the parties hereto state that they have not created and do not intend to create by this Agreement a Joint Venture or Partnership relation between them.

13.9 Entire Understanding. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all other oral or written agreements or understandings between, the parties. Neither party has made nor relied on any promise, understanding, warranty, or representation other than as specifically set forth herein. This Agreement may not be changed, modified, or amended except by a written instrument signed by both parties hereto. Both parties have had the opportunity to review this Agreement prior to execution, and in its final form, the Agreement reflects the understanding of both parties and shall not be construed against any one party.

13.10 Condemnation. If a condemning authority takes all of the Property, or a portion sufficient in Tenant's determination, to render the Property unsuitable for the use which Tenant was then making of the Property, this Lease shall terminate as of the date the title vests in the condemning authority. Landlord and Tenant shall share in the condemnation proceeds in proportion to the values of their respective interests in the Property which for Tenant shall

Site Name: HV1530 | Toy Hauler
Site Address: +/- 637 Yellowstone Avenue, West Yellowstone, Montana 59758 (Gallatin County)

include, where applicable, prepaid Rent. A sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power shall be treated as a taking by condemnation for the purposes of this paragraph.

13.11 Choice of Law. The validity of this Agreement, the terms of this Agreement, and all duties, obligations, and rights arising from this Agreement shall be governed by and interpreted in accordance with the laws of the State of Montana.

13.12 Jurisdiction. The parties agree to be subject to personal jurisdiction in Indiana with respect to any legal action concerning the validity or enforcement of this Agreement, and further agree that such legal action may be brought only in the United States District Court for the District of Montana, or in a state court in Gallatin County Montana. If such legal action is initiated in any other court, then Tenant and Landlord will voluntarily agree to have such action transferred to or re-filed in the United States District Court for the District of Montana, or in a state court in Gallatin County, Montana.

13.13 Enforcement. If either party finds it necessary or appropriate to initiate legal proceedings to enforce its rights under this Agreement, the prevailing party in such proceedings shall be entitled to reimbursement for all expenses thereby incurred, including court costs, reasonable attorney and expert witness fees, and other litigation expenses.

[SIGNATURES ON FOLLOWING PAGE]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Site Name: HV1530 | Toy Hauler
Site Address: +/- 637 Yellowstone Avenue, West Yellowstone, Montana 59758 (Gallatin County)

IN WITNESS WHEREOF, this Agreement is hereby executed as of the first date written above.

LANDLORD:

TOWN OF WEST YELLOWSTONE

Signed: _____

Print Name: _____

Title: _____

Date: _____

TENANT:

HORVATH TOWERS VI, LLC,
a Delaware limited liability company

Signed: _____

Print Name: Erin Moskwinski

Title: Vice President

Date: _____

Site Name: HV1530 | Toy Hauler
Site Address: +/- 637 Yellowstone Avenue, West Yellowstone, Montana 59758 (Gallatin County)

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

On the ____ day of _____, 20____, before me personally appeared _____, the _____ for TOWN OF WEST YELLOWSTONE, who being duly sworn upon his/her oath, deposed and made proof to my satisfaction and acknowledged that he/she signed and delivered the same as his/her voluntary act and deed.

Notary Public

My Commission Expires: _____

TENANT ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ST. JOSEPH)

I CERTIFY that on ____ day of _____, 20____, ERIN MOSKWINSKI personally came before me and acknowledged under oath that she:

- (a) is the Vice President of HORVATH TOWERS VI, LLC, the limited liability company named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the company, and
- (c) executed the instrument as the act of the company.

Notary Public

My Commission Expires: _____

Site Name: HV1530 | Toy Hauler
Site Address: +/- 637 Yellowstone Avenue, West Yellowstone, Montana 59758 (Gallatin County)

Exhibit A
TO OPTION AND LAND LEASE AGREEMENT
Description of Property

PARCEL NO.: 06-0062-34-2-01-01-0000

PROPERTY ADDRESS: +/- 637 Yellowstone Avenue, West Yellowstone, Montana 59758 (Gallatin County)

A tract of land located in the Northwest $\frac{1}{4}$, Section 34, Township 13 South, Range 5 East, Montana Principle Meridian, Gallatin County, Montana, being more particularly described as follows:

Block 32, as shown on that plat entitled "Amended Plat for the Abandonment and Relocation of Obsidian Avenue in the Townsite of West Yellowstone, Montana," recorded August 27, 1991, in Plat Book B, Page 47, in Gallatin County, Montana.

Parcel ID#: 06-0062-34-2-01-01-0000

This being a portion of the same property conveyed to the Town of West Yellowstone, Montana from the United States of America in a Patent dated September 24, 1985, and recorded October 7, 1985, in Book 89 of Deeds, Page 3122, in Gallatin County, Montana.

Site Name: HV1530 | Toy Hauler
Site Address: +/- 637 Yellowstone Avenue, West Yellowstone, Montana 59758 (Gallatin County)

Exhibit B
TO OPTION AND LAND LEASE AGREEMENT
Survey of Leased Premises

SITE SKETCH

<SEE ATTACHED>

Site Name: HV1530 | Toy Hauler
Site Address: +/- 637 Yellowstone Avenue, West Yellowstone, Montana 59758 (Gallatin County)

Exhibit C
TO OPTION AND LAND LEASE AGREEMENT
Form of Memorandum of Option

<SEE ATTACHED>

Site Name: HV1530 | Toy Hauler
Site Address: +/- 637 Yellowstone Avenue, West Yellowstone, Montana 59758 (Gallatin County)

MEMORANDUM OF OPTION

This Memorandum of Option is entered into on this ____ day of _____, 20____, by and between _____, having a mailing address of _____ ("Landlord"), and HORVATH TOWERS VI, LLC, a Delaware limited liability company, having an address of 2307 Edison Road, Suite 2, South Bend, Indiana 46615 ("Tenant").

1. Landlord and Tenant entered into a certain Option and Land Lease Agreement ("Agreement") dated _____, 20____, regarding certain real property of Landlord described on **EXHIBIT A** attached hereto and made a part hereof (the "Property").
2. The Agreement grants to Tenant for a period of thirty-six (36) months commencing on _____, 20____, an option (the "**Option**") to lease a portion of the Property measuring approximately 100' x 100' (10,000) square feet and located at +/- _____ for the purpose of constructing and operating a communications facility together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property to the Premises.
3. During the term of the Option, Landlord will not lease or transfer any interest in the Property, within a one (1) square mile radius, to any other party for the purpose of constructing and operating a communications facility, without the prior written consent of Tenant.
4. During the term of the Option, Tenant shall have the right to enter upon the Property to inspect, examine, conduct soil, drainage testing, material sampling, and other geological or engineering tests or studies of the Property, to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the, initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense.
5. Tenant shall have the sole right in its discretion to exercise the Option, whereupon the Option shall become a Lease, and Tenant shall record a memorandum of lease.
6. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

Site Name: HV1530 | Toy Hauler
Site Address: +/- 637 Yellowstone Avenue, West Yellowstone, Montana 59758 (Gallatin County)

7. This Memorandum is prepared for the purpose of recordation and does not modify the provisions of the Agreement. The Agreement is incorporated herein by reference. If there are any conflicts between the Agreement and this Memorandum, the provisions of the Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option as of the day and year first above written.

LANDLORD:

[INSERT LANDLORD NAME]

Signature: _____
Print Name: _____
Title: _____
Date: _____

TENANT:

HORVATH TOWERS VI, LLC,
a Delaware limited liability company

Signature: _____
Print Name: Erin Moskwinski
Title: Vice President
Date: _____

Exhibit Only
Do Not Execute

Site Name: HV1530 | Toy Hauler
Site Address: +/- 637 Yellowstone Avenue, West Yellowstone, Montana 59758 (Gallatin County)

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

On the ____ day of _____, 20____, before me personally appeared _____, who being duly sworn upon his/her oath, deposed and made proof to my satisfaction that he/she signed and delivered the same as his/her voluntary act and deed.

Notary Public

My Commission Expires: _____

Exhibit Only -
DO NOT EXECUTE

TENANT ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ST. JOSEPH)

I CERTIFY that on ____ day of _____, 20____, ERIN MOSKWINSKI personally came before me and acknowledged under oath that she:

- (a) is the Vice President of HORVATH TOWERS VI, LLC, the limited liability company named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the company, and
- (c) executed the instrument as the act of the company.

Notary Public

My Commission Expires: _____

This Instrument Was Prepared By:

Heather K. Morley
HORVATH TOWERS VI, LLC
2307 Edison Road, Suite 2
South Bend, IN 46615

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document unless required by law.
-Heather K. Morley

When Recorded, Return to:

HORVATH TOWERS VI, LLC
ATTN: Leasing Manager
2307 Edison Road, Suite 2
South Bend, IN 46615
(574) 237-0464

Site Name: HV1530 | Toy Hauler
Site Address: +/- 637 Yellowstone Avenue, West Yellowstone, Montana 59758 (Gallatin County)

EXHIBIT A
TO MEMORANDUM OF OPTION
Description of Premises

The Premises are described and/or depicted as follows:

[A Complete Survey will be attached prior to recording].

EXHIBIT ONLY
DO NOT EXECUTE

Site Name: HV1530 | Toy Hauler
Site Address: +/- 637 Yellowstone Avenue, West Yellowstone, Montana 59758 (Gallatin County)

Exhibit D
TO OPTION AND LAND LEASE AGREEMENT
Form of Memorandum of Lease

<SEE ATTACHED>

Site Name: HV1530 | Toy Hauler
Site Address: +/- 637 Yellowstone Avenue, West Yellowstone, Montana 59758 (Gallatin County)

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 20____, by and between _____, having a mailing address of _____ ("Landlord"), and HORVATH TOWERS VI, LLC, a Delaware limited liability company, having an address of 2307 Edison Road, Suite 2, South Bend, Indiana 46615 ("Tenant").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("Agreement") dated _____, 2023, for the purpose of installing, operating, and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial term of the Agreement is for ten (10) years commencing on _____, 20____, the Commencement Date. The renewal term is subject to eight (8) additional five (5) year extension periods.
3. The portion of the land being leased to Lessee (the "Premises") is described in **EXHIBIT A** annexed hereto.
4. During the initial term, Landlord will not lease or transfer any interest in the Property, within a one (1) square mile radius, to any other party for the purpose of constructing and operating a communications facility, without the prior written consent of Tenant.
5. During the Term of the Agreement, Tenant shall have the continuing first right to purchase (a) all or any portion of the Premises, (b) any adjoining or adjacent property subject to an easement hereunder, or (c) the Agreement or any rights thereunder in accordance with and subject to the provisions and conditions of the Lease.
6. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.
7. This Memorandum of Lease is prepared for the purpose of recordation and does not modify the provisions of the Agreement. The Agreement is incorporated herein by reference. If there are any conflicts between the Agreement and this Memorandum of Lease, the provisions of the Agreement shall prevail.

[END OF MEMORANDUM OF LEASE]

[SIGNATURES AND ACKNOWLEDGEMENTS FOLLOW]

Site Name: HV1530 | Toy Hauler
Site Address: +/- 637 Yellowstone Avenue, West Yellowstone, Montana 59758 (Gallatin County)

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

[INSERT LANDLORD NAME]

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT ONLY
DO NOT EXECUTE

TENANT:

HORVATH TOWERS VI, LLC,
a Delaware limited liability company

Signature: _____

Print Name: Erin Moskwinski

Title: Vice President

Date: _____

Site Name: HV1530 | Toy Hauler
Site Address: +/- 637 Yellowstone Avenue, West Yellowstone, Montana 59758 (Gallatin County)

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

On the ____ day of _____, 20____, before me personally appeared _____, who being duly sworn upon his/her oath, deposed and made proof to my satisfaction that he/she signed and delivered the same as his/her voluntary act and deed.

Notary Public

My Commission Expires: _____

Exhibit Only
Do Not Execute

TENANT ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ST. JOSEPH)

I CERTIFY that on ____ day of _____, 20____, ERIN MOSKOWSKI personally came before me and acknowledged under oath that she:

- (a) is the Vice President of HORVATH TOWERS VI, LLC, the limited liability company named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the company, and
- (c) executed the instrument as the act of the company.

Notary Public

My Commission Expires: _____

This Instrument Was Prepared By :

Heather K. Morley
HORVATH TOWERS VI, LLC
2307 Edison Road, Suite 2
South Bend, IN 46615

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document unless required by law.

-Heather K. Morley

When Recorded, Return to:

HORVATH TOWERS VI, LLC
2307 Edison Road, Suite 2
South Bend, IN 46615
(574) 237-0464

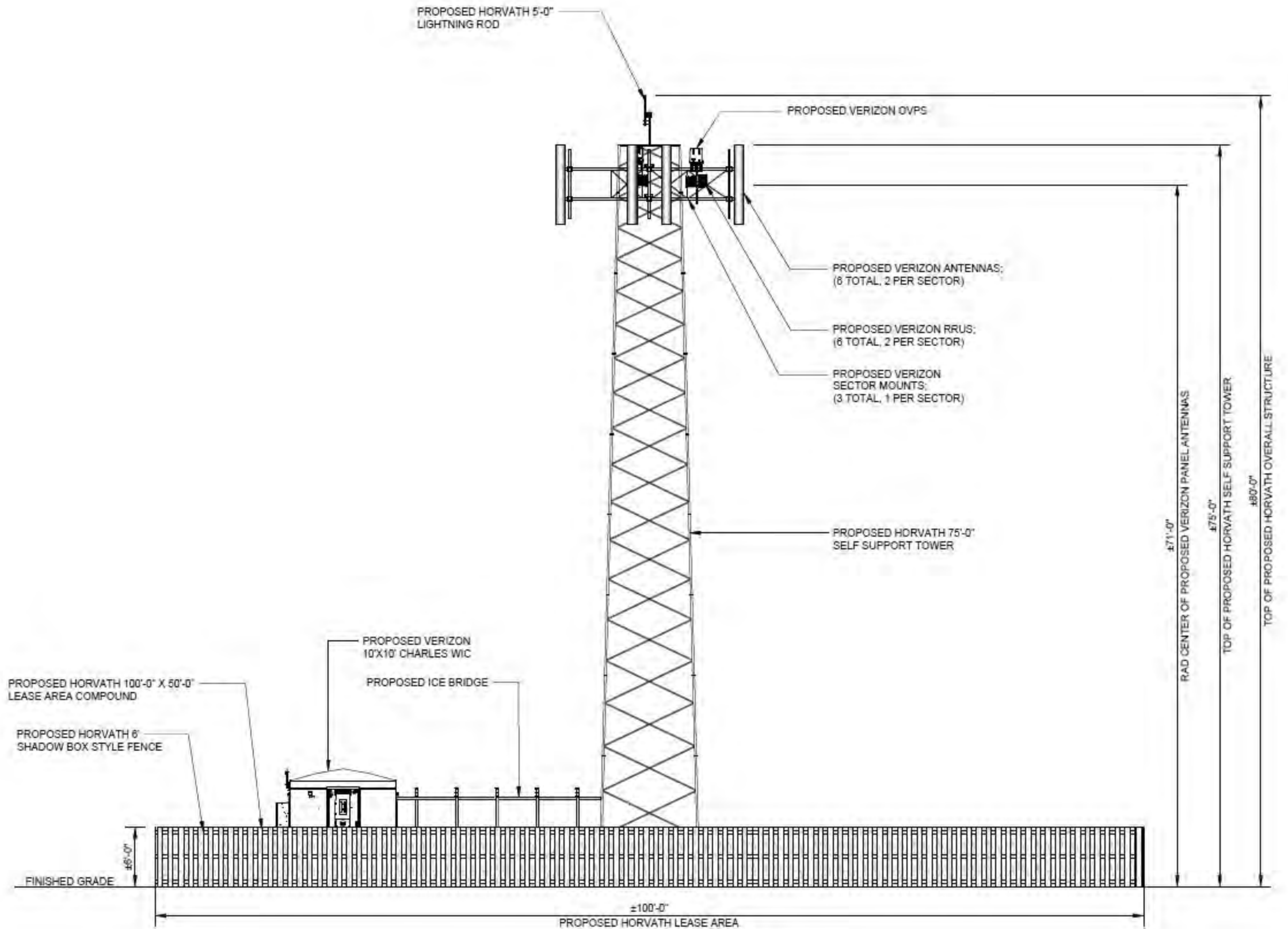
Site Name: HV1530 | Toy Hauler
Site Address: +/- 637 Yellowstone Avenue, West Yellowstone, Montana 59758 (Gallatin County)

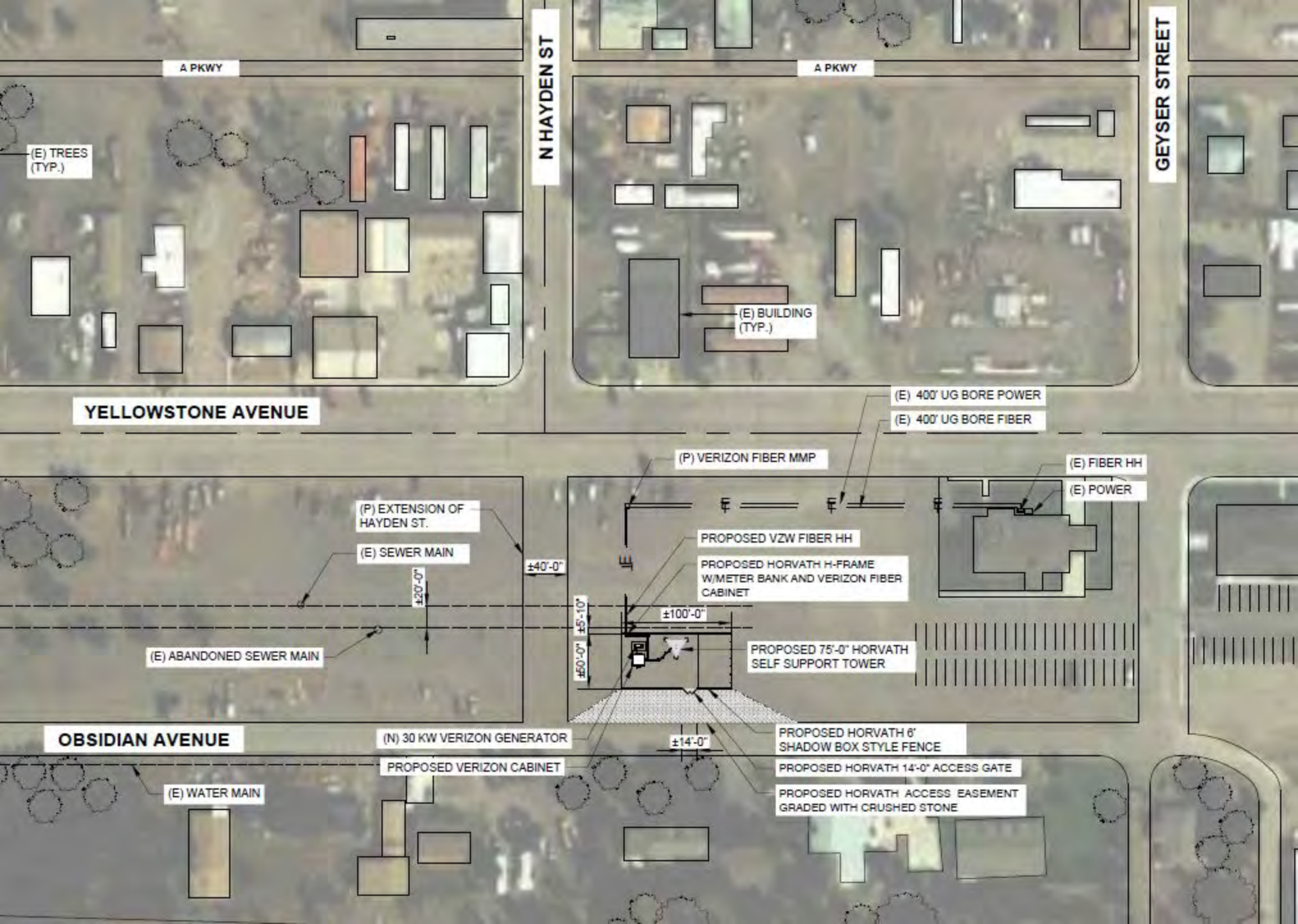
**EXHIBIT A
TO MEMORANUM OF LEASE
Description of Premises**

The Premises are described and/or depicted as follows:

[A Complete Survey will be attached prior to recording].

**Exhibit Only -
DO NOT EXECUTE**





A PKWY

N HAYDEN ST

A PKWY

GEYSERS STREET

(E) TREES (TYP.)

(E) BUILDING (TYP.)

YELLOWSTONE AVENUE

(E) 400' UG BORE POWER

(E) 400' UG BORE FIBER

(P) VERIZON FIBER MMP

(E) FIBER HH

(E) POWER

(P) EXTENSION OF HAYDEN ST.

(E) SEWER MAIN

PROPOSED VZW FIBER HH
PROPOSED HORVATH H-FRAME
W/METER BANK AND VERIZON FIBER
CABINET

PROPOSED 75'-0" HORVATH
SELF SUPPORT TOWER

(E) ABANDONED SEWER MAIN

±40'-0"

±5'-10"

±100'-0"

OBSIDIAN AVENUE

(N) 30 KW VERIZON GENERATOR

PROPOSED HORVATH 6'
SHADOW BOX STYLE FENCE

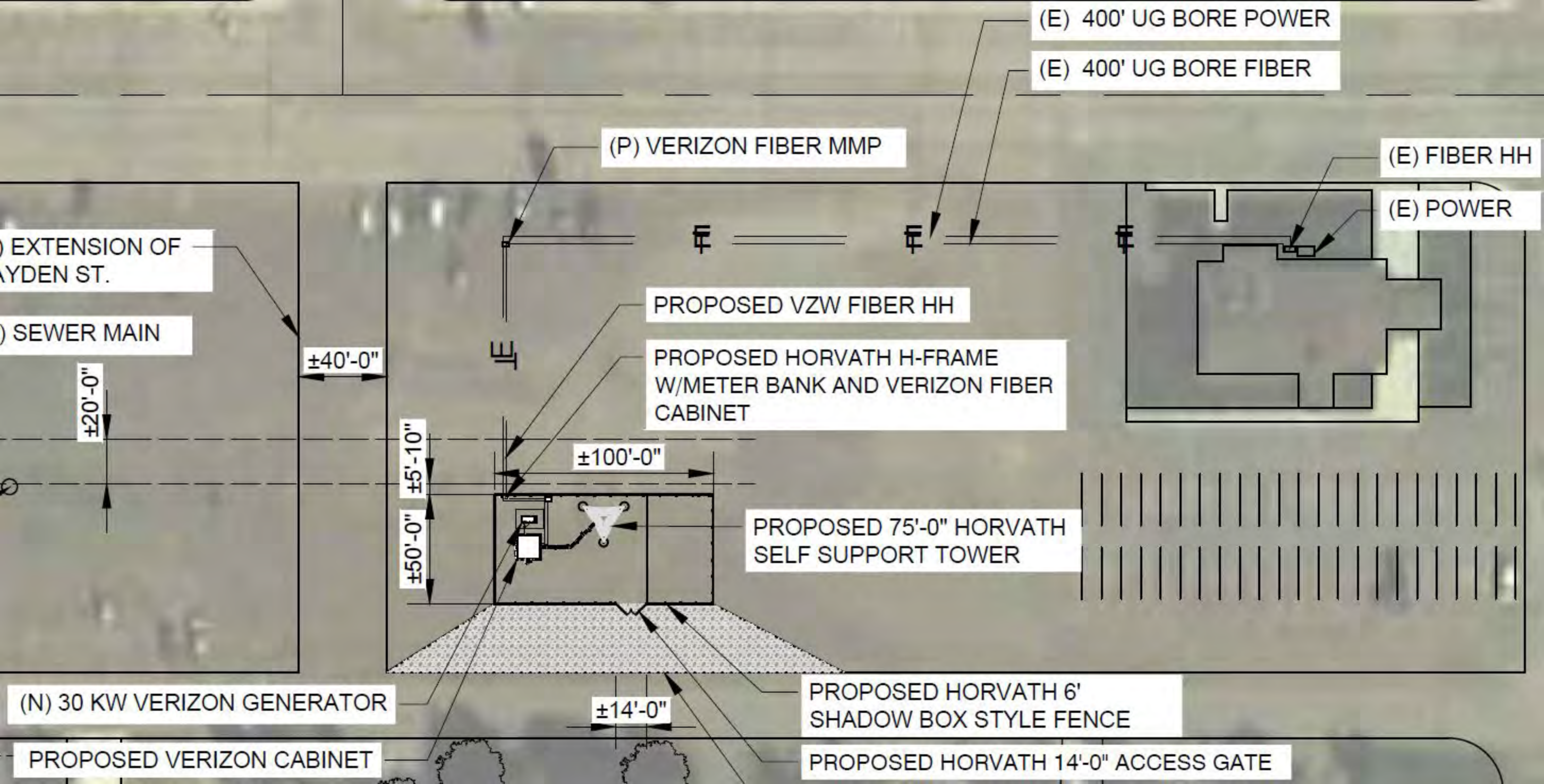
±14'-0"

PROPOSED VERIZON CABINET

PROPOSED HORVATH 14'-0" ACCESS GATE

PROPOSED HORVATH ACCESS EASEMENT
GRADED WITH CRUSHED STONE

(E) WATER MAIN





Urban and Community Forestry Grant

About

The Urban and Community Forestry (UCF) Grant program is administered by the Montana Department of Natural Resources and Conservation (DNRC). With funding from a federal award of the U.S. Forest Service, Department of Agriculture to the Montana Department of Natural Resources and Conservation, Forestry Division. Funding sources include Inflation Reduction Act (IRA) and Urban and Community Forestry Program funds.

Grant Cycle

The Request for Proposal (RFP) opens on November 27, 2023. The Urban and Community Forestry Grant RFP opportunity closes on January 31, 2024 at 5:00 PM.

Learn More

Eligible Applicants

- Montana Cities
- Montana Townships
- Montana Counties
- Montana State of Public Institutes of Higher Knowledge
- Non-Profits
- Montana Tribal Governments
- Montana Community Based Organizations applying on behalf of a community

Eligible Projects

There are two sources of funding this year.

Urban and Community Forestry Program Funds - \$100,000 available (3:1 match requirement) the traditional UCF Program Development Grants offered with a reduced match for 2024. Projects may take place anywhere in the state.

New: Inflation Reduction Funds (IRA) \$300,000 available (no match required) for projects that take place entirely within a disadvantaged area as defined by the Montana Urban and Community Forestry Grant Tool.

Project examples may include but are not limited to:

- Public education of urban forest health and benefits
- Climate change mitigation and adaptation
- Environmental equality, watershed-based partnerships
- Expand opportunities for underserved and at-risk populations
- Advancing inventory, assessment and management plans
- Identify areas lacking canopy cover to strategically plant trees
- Support the use of food forests
- Workforce development and training
- Hazardous tree removal

Please review the Request for Proposal for more details.

Funding Information

These projects are meant to be large-scale and have a long-term community impact.

Minimum grant request is \$10,000

Maximum request is \$50,000 including indirect costs (if requesting).

Match is waived for projects that are entirely within a Disadvantaged Community (DAC) as defined by the Montana Urban and Community Forestry Grant Tool.

Projects that take place outside of a DAC tract will have a 3:1 match requirement.

TOWN OF WEST YELLOWSTONE

ADVISORY BOARD VACANCIES

Marketing and Promotions Advisory Board

The Town of West Yellowstone is seeking an interested individual to serve on the Marketing and Promotion (MAP) Advisory Board. The board's responsibilities include establishing specific criteria by which specific marketing projects are selected and funded. In accordance with adopted policies and procedures, the board selects individual marketing and promotion projects and makes recommendations to the Town Council on the expenditure of MAP funds for such projects. Past events that have received funding include the Rendezvous Ski Race, SnowShoot, Music in the Park, Yellowstone Rod Run, Wild Bill Days, and the Hebgen Lake Ice Fishing Tournament. Currently, the board is working on criteria and application process to fund up to \$100,000 for a "big event" to take place in West Yellowstone in 2025. Board members are appointed by the Mayor and Town Council for a term of three years. The board typically meets on the second Thursday of each month at 12:00 Noon.

Business Improvement Advisory Board

The West Yellowstone Town Council is seeking an interested individual to serve on the Business Improvement Advisory Board. Members of this committee will work towards developing a strategic plan for the commercial areas and address issues including but not limited to beautification, parking, signs, landscaping, garbage and recycling. The board will make recommendations to the Town Council on these issues and may work with Town staff to accomplish projects. There are two open seats on this board, one for a business owner that leases their business property and one for a business owner that owns their business property. Board members are appointed by the Mayor and Town Council for a term of four years. The board typically meets once a month at 9 AM on a weekday, based on the availability of the board members.

Interested individuals should complete and return the '**Application for Boards and Committees**' which is available from the Town Offices, 440 Yellowstone Avenue, West Yellowstone, MT or on the Town website: www.townofwestyellowstone.com. Positions are open until filled. For more information please contact the Town Offices at (406) 646-7795 or by email to: info@townofwestyellowstone.com.

