

Town of West Yellowstone

Tuesday, September 17, 2013

Povah Community Center

Town Council Meeting

7:00 PM

TOWN COUNCIL MEETING AGENDA

Pledge of Allegiance

Purchase Orders

Treasurer's/Securities Report

Claims ∞

Consent Agenda: **September 3, 2013 Town Council Meeting** ∞

Business License Applications

Advisory Board Report(s):

Operations Manager & Department Head Reports

Assignments Report

Council Comments

Public Comment Period

Presentation: Alert Pro Security Services ∞

Public Hearing: FY 2014 Budget Amendment ∞

NEW BUSINESS

Resolution No. 640, Budget Amendment ∞

Discussion/Action

TBID Board of Trustees Appointment, Alicia J. Thompson ∞

Discussion/Action

Contract Award for UPDL Windows Project, Firehole Room ∞
Rand Olson Construction

Discussion/Action

Yellowstone Historic Center Office Space ∞
Future Management of the Union Pacific Dining Lodge

Discussion

Correspondence/FYI

Meeting Reminders

Adjournment



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

Public Hearing/Public Meeting

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

Oral Communication

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

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

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

General Town Council Meeting Information

- Regular Town Council meetings are held at 7:00 PM on the first and third Tuesdays of each month at the Povah Community Center located at 10 S. Geyser Street.
- Presently, informal Town Council work sessions are held at 7:30 AM on the first and third Tuesdays of each month and occasionally on other mornings and evenings. Work sessions also take place at the Povah Community Center located at 10 S. Geyser Street
- 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 always 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 are available online at the Town's website: www.townofwestyellowstone.com. Questions about the agenda may be directed to the Town Clerk at 646-7795.
- Official minutes of Town Council meetings are prepared and kept by the Town Clerk and are reviewed and approved by the Town Council. Copies of approved minutes are available at the Town Clerk's office or on the Town's website: www.townofwestyellowstone.com.

Adopted November 3, 2010, a complete copy of this policy is available at the Town Offices.

09/13/13
17:06:18

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 9/13

Page: 1 of 7
Report ID: AP100

* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
39132	2575 WY Tourism Business Improvement	45,829.59							
09/01/13	August 2013 collections	45,829.59		TBID	2102 411800	540		101000	
39135	146 Morrison-Maierle, Inc	130.00							
16550	09/09/13 online backup, Town Offices	60.00		FINADM	1000 410510	356		101000	
16549	09/09/13 Labor, backup on COP's compute	70.00		DISPAT	1000 420160	355		101000	
39136	2204 Republic Services	704.46							
08/28/13	dumpster lease police	233.67		POLICE	1000 411258	534		101000	
08/28/13	Chamber dumpster	235.24		CHAMB	1000 411257	534		101000	
08/28/13	dumpster lease/shop	235.55		PARK	1000 460430	534		101000	
39138	266 Utilities Underground Location	23.27							
3085280	08/31/13 excavation notifications	11.64		WATER	5210 430500	357		101000	
3085280	08/31/13 excavation notifications	11.63		SEWER	5310 430600	357		101000	
39139	2789 WEX Bank	3,336.57							
34070473	09/01/13 07 Ford Expedition	79.58		SS	1000 450135	231		101000	
09/01/13	06 Dodge Durango 6-1374	259.28		POLICE	1000 430200	231		101000	
09/01/13	10 Ford Crown Vic 6-34157A	182.57		POLICE	1000 430200	231		101000	
09/01/13	08 Ford Crown Vic 6-1437	93.45		POLICE	1000 430200	231		101000	
09/01/13	10 Ford Expedition 6-000046	340.38		POLICE	1000 430200	231		101000	
09/01/13	11 Ford Expedition 6-21425A	460.45		POLICE	1000 430200	231		101000	
09/01/13	77 Intl Dumptruck	0.00		STREET	1000 430200	231		101000	
09/01/13	78 Chevy Dumptruck	0.00		STREET	1000 430200	231		101000	
09/01/13	78 Autocar Dumptruck	0.00		STREET	1000 430200	231		101000	
09/01/13	85 Ford Dumptruck	0.00		STREET	1000 430200	231		101000	
09/01/13	140 G Grader	177.91		STREET	1000 430200	231		101000	
09/01/13	CAT 936 Loader	0.00		STREET	1000 430200	231		101000	
09/01/13	91 Ford Pickup	165.03		STREET	1000 430200	231		101000	
09/01/13	95 Mobile Sweeper	183.67		STREET	1000 430200	231		101000	
09/01/13	97 Athey Sweeper	0.00		STREET	1000 430200	231		101000	
09/01/13	99 SS Snowblower	0.00		STREET	1000 430200	231		101000	
09/01/13	00 Freightliner Dump 6-60700A	79.50		STREET	1000 430200	231		101000	
09/01/13	Snowmobile	0.00		STREET	1000 420100	231		101000	
09/01/13	02 Freightliner Dump 6-54564A	181.60		STREET	1000 430200	231		101000	
09/01/13	08 Ford Pickup 6-1450	321.39		STREET	1000 430200	231		101000	
09/01/13	08 GMC Pickup 6-1484	474.02		STREET	1000 430200	231		101000	
09/01/13	08 CAT 938H Loader	0.00		STREET	1000 430200	231		101000	
09/01/13	08 904B MiniLoader	51.21		STREET	1000 430200	231		101000	
09/01/13	YNP Truck #1	0.00		STREET	1000 430200	231		101000	

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Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj		Account	
	09/01/13 YNP Truck #2	0.00		STREET	1000 430200	231		101000	
	09/01/13 08 Ford Escape (multi-use)	0.00		DISPAT	1000 410100	370		101000	
	09/01/13 93 Dodge Pickup 6-2010	286.53		STREET	1000 460430	231		101000	
	09/01/13 Kubota Tractor	0.00		PARKS	1000 460430	231		101000	
39142	2088 Town West Yellowstone	2,271.10							
	09/01/13 utility chrgs, Chamber, 895	83.22		BLDGS	1000 411257	340		101000	
	09/01/13 utility chrgs, UPDL, 892	54.00		BLDGS	1000 411252	340		101000	
	09/01/13 utility chrgs, PS Shops, 884	23.81		BLDGS	1000 411253	340		101000	
	09/01/13 utility chrgs, ESB, 883	165.09		BLDGS	1000 411254	340		101000	
	09/01/13 utility chrgs. Povah Ctr, 887	138.42		BLDGS	1000 411255	340		101000	
	09/01/13 utility chrgs, Police Dept, 886	25.65		BLDGS	1000 411258	340		101000	
	09/01/13 utility chrgs, City Park, 885	1,635.19		BLDGS	1000 411253	340		101000	
	09/01/13 utility chrgs, Library, 891	29.42		LIBRAR	2220 460120	340		101000	
	09/01/13 utility chrgs, Lift #1, 903	10.17		SEWER	5310 430600	340		101000	
	09/01/13 utility chrgs, Twn Hall, 921	106.13		TWNHAL	1000 411250	340		101000	
39143	95 Energy West-Montana	957.58							
	08/29/13 nat gas - 62211 - updh	278.24		UPDH	1000 411252	344		101000	
	08/29/13 nat gas - 62017 - police sta.	20.60		POLICE	1000 411258	344		101000	
	08/29/13 nat gas - 12204-pub.svcs	24.54		STREET	1000 430200	344		101000	
	08/29/13 nat gas - 62214- old firehall	29.79		PARK	1000 460430	344		101000	
	08/29/13 nat gas - 01603 - Bldg. Dept.	18.00		INSPET	1000 420531	344		101000	
	08/29/13 nat gas - 62205 - ems bldg	29.79		EMS/FI	1000 411254	344		101000	
	08/29/13 nat gas - 61962 - library	18.00		LIBRAR	2220 460120	344		101000	
	08/29/13 nat gas - 07154 - Povah Ctr.	173.69		POVAH	1000 411255	344		101000	
	08/29/13 nat gas - 62207 - pub svcs	18.00		PUBSVC	1000 430200	344		101000	
	08/29/13 nat gas -17279 -Town Hall	346.93		TWNHAL	1000 411250	344		101000	
39196	2291 American Express	12,447.17							
	08/16/13 Boz Brick, bricks for Town Hal	7,434.84*		TWNHAL	4005 411200	920		101000	
	08/20/13 Flag Co, flagpole	4,083.48		TWNHAL	1000 411250	364		101000	
	08/23/13 Radioshack, toner	22.65		REC	1000 460440	220		101000	
	08/23/13 Boz Brick, more bricks	325.32*		TWNHAL	4005 411200	920		101000	
	08/26/13 Microsoft, software	109.99		BLDINS	1000 420531	870		101000	
	09/04/13 Comfort Suites, Patterson	134.75		WATER	5210 430500	370		101000	
	09/05/13 Amazon, H20/Sewer books	168.07		WATER	5210 430500	380		101000	
	09/05/13 Amazon, H20/Sewer books	168.07		SEWER	5310 430600	380		101000	

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39197	2673 First Bankcard	2,067.87					
	08/07/13 MT Whitewater, AA	1,045.00		SUMREC	1000 460449	871	101000
	08/15/13 Falls Plumbing	721.66		PARKS	1000 460430	365	101000
	08/15/13 CAL Ranch, rails	188.66		SEWER	5310 430600	369	101000
	08/14/13 MSU Conf REgis, Hunger	76.00		HELP	7010 450135	220	101000
	08/27/13 Expedia, hotel hunger conf, Ar	75.55		HELP	7010 450135	370	101000
	08/27/13 fee credit	-39.00		FINADM	1000 410510	870	101000
39198	2421 NAPA Auto Parts	819.64					
	08/31/13 parts/supplies	819.64		STREET	1000 430200	220	101000
39199	2323 Montana Department of Revenue	881.94					
	9 06/30/13 1% Tax, WY Town Hall	881.94		TWNHAL	2100 411200	950	102001
39200	29 Terrell's Office Machines Inc	190.00					
	268913 09/11/13 repair to scanner on copier	190.00*		DISPAT	1000 420160	369	101000
39201	40 Jerry's Enterprises	169.97					
	08/30/13 radioshack, mouse/backup	74.98		ADMIN	1000 410210	220	101000
	08/30/13 radioshack, DVRs	14.99		SOCSEK	1000 450135	220	101000
	08/30/13 fuel, help fund	80.00		HELP	7010 450135	220	101000
39202	2654 Community Health Partners	10.00					
	08/15/13 help fund visit	10.00		HELP	7010 450135	220	101000
39203	999999 KNOTHEAD JAMBOREE/SHIRLIE	350.00					
	09/06/13 UPDL deposit refund	350.00		UPDL	2210 214000		101000
39204	999999 VALERIE BARTA	350.00					
	08/23/13 UPDL deposit refund	350.00		UPDL	2210 214000		101000
39205	999999 CHELSEA HART	350.00					
	09/09/13 UPDL deposit refund	350.00		UPDL	2210 214000		101000
39206	2473 Pioneer Human Services	186.00					
	32078 07/31/13 food bank commodities	186.00		HELP	7010 450135	220	101000
39207	2265 Jed Norman IT Services	110.00					
	0911wypoli 09/11/13 repair to COP's computer	35.00		POLICE	1000 420160	357	101000
	0907wypoli 09/07/13 repair to COP's computer	75.00		POLICE	1000 420160	357	101000

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Claim	Vendor #/Name/ Check Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
39208	64 Bozeman Deaconess Hosp 282003 08/31/13 inmate care	231.00 231.00		POLICE	1000 420110	351	101000
39209	764 General Distributing Co. 160426 08/31/13 compressed O2	39.37 39.37		STREET	1000 430200	369	101000
39210	2481 Platt 5640603 09/04/13 supplies 5636177 08/30/13 supplies	759.00 552.00 207.00		LIGHTS LIGHTS	1000 430263 1000 430263	220 220	101000 101000
39211	2586 Waxie Sanitary Supply 74123073 08/26/13 supplies 74133647 08/30/13 supplies	642.68 504.80 137.88		PARKS PARKS	1000 460430 1000 460430	220 220	101000 101000
39212	2785 Third Signal 09/10/13 911 training, 2nd Install	2,000.00 2,000.00		911	1000 420160	380	101000
39213	1454 Big Sky Publishing 942417 08/02/13 vacancy ad, Town Council 952565 09/06/13 vacancy ad, Dep Clerk	284.25 101.25 183.00		ADMIN ADMIN	1000 410210 1000 410210	327 327	101000 101000
39214	725 Swan Cleaners 1017 09/02/13 jail laundry	133.50 133.50		JAIL	1000 420230	390	101000
39215	151 WY Hebgen Basin Refuse District 08/31/13 transfer station charges	890.55 890.55		PARKS	1000 460430	534	101000
39216	1523 War Wagon Landscaping & 380 08/29/13 plant trees, Town Hall 381 08/29/13 street paint stencils	3,725.00 2,775.00* 950.00*		TWNHAL TWNHAL	4005 411200 2820 430200	920 368	101000 101000
39217	626 Yellowstone Arctic Yamaha 29023 08/14/13 sharpen chain	12.00 12.00		STREET	1000 430200	357	101000
39218	162 House of Clean 103170 09/06/13 gloves	90.00 90.00		PARKS	1000 460430	220	101000
39219	2824 B & B Plumbing, LLC 1324 09/05/13 irrigation line, Town Hall	897.97 897.97*		TWNHAL	4005 411200	920	101000

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39220	1856 Lisa Carter	38.70								
09/10/13	RT overpayment	38.70		RT	2100 410532	359		101000		
39221	533 Market Place	129.46								
08/31/13	supplies	101.93		LEGIS	1000 410100	220		101000		
08/31/13	supplies	27.53		SUMREC	1000 460449	220		101000		
39222	2546 Century Link QCC	37.30								
08/23/13	long dist chg	31.35		FINADM	1000 410510	345		101000		
08/23/13	access fee/sm bus plan/tax	5.95		finadm	1000 410510	345		101000		
39223	2825 Quilici Glass LLC	265.00								
73519	08/30/13 repair door, Povah Center	265.00		POVAH	1000 411255	366		101000		
39224	153 IIMC	145.00								
08/20/13	membership, Roos	145.00		FINADM	1000 410510	335		101000		
39225	1955 Dellinger & Gallagher, Inc.	2,550.00								
139420	09/06/13 RT audits	2,550.00		RT	2100 410532	353		101000		
39226	333 Montana State Library	1,199.65								
05/09/13	shared catalog	1,199.65		LIB	2220 460100	398		101000		
39227	547 WY Chamber of Commerce	70.00								
M13-204	08/27/13 membership	70.00		LIB	2220 460100	335		101000		
39228	2770 Jennifer A. Barney	1,070.00								
6	09/03/13 Pre-K instruction	1,070.00*		LIB	2220 460180	398		102130		
39229	2047 FedEx	61.56								
08/28/13	shipping	61.56		POLICE	1000 420110	311		101000		
39230	2507 Silvertip Pharmacy	80.30								
081913-01	08/20/13 Help Fund Rx	35.00		HELP	7010 450135	351		101000		
081513-01	08/15/13 Help Fund Rx	10.30		HELP	7010 450135	351		101000		
081313-01	08/13/13 Help Fund Rx	35.00		HELP	7010 450135	351		101000		
39231	1907 Kathleen Hopkins	103.94								
09/12/13	reimb mileage, 911 Mtg BZN	46.80		DISPAT	1000 420160	370		101000		
09/10/13	reimb hotel, Traiing, Helena	57.14		DISPAT	1000 420160	370		101000		

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39232	2813 Century Link 08/28/13 fire/alarm lines	91.12 91.12		TWNHAL	1000 411250	345	101000
39233	65 Tractor & Equipment Co 42cs409788 08/22/13 parts 42cs409789 08/22/13 parts	1,810.30 21.07 1,789.23		STREET STREET	1000 430200 1000 430200	220	101000 101000
39234	75 Montana League Cities/Towns 09/13/13 Conf Regis, Guay 09/13/13 Conf Regis, Roos 09/13/13 Conf Regis, Patterson 09/13/13 Conf Regis, Johnson, Costello, 09/13/13 Conf Regis, Cherhoniak, Schmie	700.00 100.00 100.00 100.00 200.00 200.00		ADMIN FINADM STREET LEGIS LEGIS	1000 410210 1000 410510 1000 430200 1000 410100 1000 410100	335 335 380 335 335	101000 101000 101000 101000 101000
	Total:	89,242.81					
		89,242.81					

Fund/Account	Amount
1000 General Fund	
101000 CASH	\$22,921.54
2100 Local Option Taxation-Resort Tax	
101000 CASH	\$2,588.70
102001 Bond Account - Town Hall	\$881.94
2102 TBID (Tourism Business Improvement	
101000 CASH	\$45,829.59
2210 Parks & Recreation	
101000 CASH	\$1,050.00
2220 Library	
101000 CASH	\$1,317.07
102130 Donations for Extension Svcs Library	\$1,070.00
2820 Gas Tax Apportionment	
101000 CASH	\$950.00
4005 Town Office	
101000 CASH	\$11,433.13
5210 Water Operating Fund	
101000 CASH	\$314.46
5310 Sewer Operating Fund	
101000 CASH	\$378.53
7010 Social Services/Help Fund	
101000 CASH	\$507.85
Total:	\$89,242.81

WEST YELLOWSTONE TOWN COUNCIL
Town Council Meeting
September 3, 2013

COUNCIL MEMBERS PRESENT: Mayor Jerry Johnson, Brad Schmier, and Doc Stewart, John Costello and Tom Cherhoniak

OTHERS PRESENT: Operations Manager, Becky Guay; Social Services Director, Jack Dittmann; Finance Director, Lanie Gospodarek; Chief of Police, Gordon Berger

The meeting is called to order by Mayor Jerry Johnson at 7:00 PM in the Povah Community Center

Portions of the meeting are being recorded.

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

ACTION TAKEN

- 1) Motion carried to approve purchase order # 6281 for the purchase of a new vehicle (2014 Interceptor) for use by the police department. (Stewart, Schmier)
- 2) Motion carried to pay the claims, which total \$90,279.59. (Stewart, Schmier) Johnson abstains from paying claim 39160
- 3) Motion carried to approve the Consent Agenda which includes the minutes of the August 20, 2013 Town Council Meeting and the August 27, 2013 Town Council Meeting and Work Session with the Montana Aeronautics Division/Yellowstone Airport. (Cherhoniak, Stewart)
- 4) Motion carried to approve the staffing plan change to include 1 Pre-K Teacher (625 hours/year at \$20.00/hour), 1 Pre-K Assistant (625 hours/year at \$150.00/hour) and 1 Language Instructor (60hours/year at \$20.00/hour) under the direction of the library director.(Stewart, Schmier)

Council Comments Johnson mentions Liz Roos' mom's passing. And asks that we reach out to Liz and her family as we see them around town. Cherhoniak recognizes those who helped out with the Cycle Tour and mentions Randy Roberson's willingness and that of others to store bicycles for the tour. Stewart mentions how pleased he is with the landscaping being done by the public services department. He then asks how the word would get out if the town needed to be evacuated. Johnson states that it would probably be put out on the radio station and that Mandy got updated information onto the website this time, but that they could still talk about it to discuss other ways to get the information out.

Public Comment Period Cavin Fitzimmons, Hebgen Lake Ranger District Ranger & Incident Commander Jay Northcott . Northcott started off with stating that the in-briefing was really smooth and that the work with the local fire department and the ranger district has been working well. He described the Two Top Fire which was started by a lightning strike and stated that it amounted to 138 acres but that the terrain was somewhat difficult. He said that the fire was pretty well contained and that he didn't really have any concerns. Alex Stone fields the question posed by Johnson about the lag time of a morning attack. He states that pilots usually work until sundown and the mentions the constraint of a 14 – hour duty call among other things. Stone clarifies that aircraft only support the boots on the ground as the people on the ground are the ones that put out the fires. Greg Forsythe asks if the fire is 100% contained and Jay states that it is only 40% contained currently. Guay asks that they clarify the “trigger points” which is the plan for what if scenarios they may face. Schmier asks for an estimated date of containment. Northcott says he doesn't have it but that he is not too concerned and that he expects that the next few days will bring a resolution.

Greg Forsyth of West Yellowstone establishes that he had about 10 minutes worth of discussion and asks Mayor Johnson for the extension of the standard 3-minute limit for public comment. Johnson grants his request and Forsyth distributes a 3-page handout to the council. Forsyth begins by addressing his concerns over the spending on the Town Hall project. He says that he had asked the town of information on how much the town has spent so far on the building of the new Town Hall and that he received that information. He then presented his own figures of what he estimated were costs that have been incurred that he thought had not been planned for or budgeted for and stated that he felt that the basement included in the Town Hall design was unusable space. Overall, he presents his view that the cost of the building was more than was presented to the public prior to the project. He moves on to question the council's recent decision to pursue the storm drainage project of the parkways and complete all of the blocks instead of just the 9 that were originally budgeted for and asks the council what their plan is with regard to paying back the Street Construction Capital Fund from which \$200,000 will be moved from that fund to the Parkway Construction Capital Fund with a budget amendment at the next council meeting. Johnson fields the question by clarifying that, the parkway drainage project has been in the Capital Improvement Plan for the last several years to address springtime flooding and pooling in the parkways in the springtime. And that these are the first steps towards fully developing the interior parks. He states that the plan is to reimburse the funds to the Street Construction Capital Fund at a rate of \$50,000/year. Forsyth then poses specific scenarios to council members Johnson and Schmier such as a snowmobile guide taking people into Yellowstone National Park and running off the trail into the river and drowning. After presenting a scenario he asks the respective council member what happens after these events to the businesses that employ the guides. He poses another scenario to Councilman Stewart in which 3 youths come into Doc's business and steals two \$70.00 bottles of wine only to have one of the three come back in and distinguish himself from the crime but pay for what had been stolen. In Forsyth's scenario, the police have been summoned and the youth in question are not underage and he asks Stewart whether or not he would charge the youth. Stewart responds that if restitution had been made he probably wouldn't request that they be charged. Forsyth responds that he doesn't feel this was the correct answer. Operations Manager, Becky Guay asks Forsyth to be specific as to what he is referring to. He responds stating that he is referring to the police officers of the Town. He then says that someone has come to him as a police commissioner with the issues he tried to illustrate with the above scenarios and that he wanted the issues to be taken care of by the operations manager. He voices the accusation that there are people who are drunk on the job, lack training and incompetent in the police department. Johnson asks if he had ever shared this information with anyone until today. Forsyth answers that he had at a council meeting already but admits that he did not provide any facts and states that it is not his role as a commissioner to act on behalf of the town or bring information to the operations manager. He states that he believes that the operations manager should be finding this out herself. Johnson thanks Forsyth for his comments.

DISCUSSION

- A) Operations Manager's Report: **Two Top and Mosquito Fires** – The Forest Service PIO will present an update this evening. **Town Hall Project** – Walk through with Architect and Contractor was completed. Dick Anderson will finish punch list items this week, except concrete in front of building. Will also still need drywall contractor to retape ceiling seams. Furniture should arrive this week. We'll lay sod this week, sprinklers are in, hardscape has been installed and trees are planted. We will wait on shrubs until the spring. **UPDL Window Replacement Project** – A second bid in the amount of \$48,165.83 was obtained from Rand Olsen Construction for the Firehole Room windows. I've asked the architect to get the contract documents ready for Council approval. **Septic Dump Station at Wastewater Treatment Plant** – Waiting on final inspection. **Parkway Drainage Improvements Bids** – James Patterson is meeting with a representative from Montana Underground today. Staging/construction will begin on September 9. **Legal Services RFP** – The Town received six proposals for legal services. The evaluation group will be meeting this week to select firms to interview. **Year-End and Financial Reporting** – Now that the budget has been adopted, the Finance

Department is working on year end closing and preparing financial reports. **Recruitment for Deputy Town Clerk** – Applications are due September 11, 2013. **Affordable Housing** – Working with State to clarify CDBG revolving loan fund availability.

- B) Schmier establishes that this is a budgeted item. Johnson asks what will happen to the old vehicle. Becky Guay says that it will go to James Patterson, Public Services Superintendent and that the flat bed that he is currently using will be used by members of his department.
- C) Operations Manager’s Report: Operations Manager Becky Guay reports on current issues:
- D) Library staffing request by Library Board and Foundation: Guay asks to make a comment/clarification that the memo is incorrectly describing language instructor and teaching assistant wages and that the figures should be reversed. Rocky Hermanson comments that these programs have been started and have grown and that these programs need to be better and more legally managed. Grant monies and donations are for “extra” things and these programs are considered “extra”. It is established that the budget amendment that allows for the expenditure in the form of payroll that will be routed through the library budget will be introduced at the next meeting after the required number of hearing notices. Rocky Hermanson gives a quick summary in the evolution of these programs and their growth and the need to go from a small program to employment of a bigger staff for such burgeoning programs that now require more qualified individuals.

Correspondence

Resignation Letter from Mandy Munger
Letter from Lois Klatt
Ops mgr. letter to WY Foundation

Meeting reminders Hebgen Basin Fire District and YHC

The meeting is adjourned. (8:40 PM)

Mayor

ATTEST:

Town Clerk



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Helena, MT 59604**

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- Can view live and recordings from any internet device
- Cameras run by computer, not with NVR or DVR hardware. Prefer cameras which can run without a control, but "push" their info out to your viewer.
- Network or Cloud storage of recordings. When the burglar steals your computer, the recordings shouldn't go with it!
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- Smart search capable. No more watching hours of video to find the incident. Let the computer do the work.



- 360 or 180 degree video from one camera lens. IP cameras using fisheye lenses can see the whole room at once
- The outdoor cameras must be able to withstand our Montana weather.
- Object tracking. As an object moves from one camera's view to another, the cameras keep track.
- Traffic Assessment. Where do most objects/people go during specified times.
- Discreet, unobtrusive cameras

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NOTICE OF PUBLIC HEARING

The Town Council of the Town of West Yellowstone will hold a formal budget amendment hearing for the fiscal year 2013-2014 budget. Said hearing will be held during the regular Town Council meeting, Tuesday, September 17, 2013, which begins at 7:00 PM. The hearing will be held in the Povah Community Center, located at 10 South Geyser Street.

The public hearing will address changes to the Library Fund, the Street Maintenance Capital Fund and the Parkway maintenance Capital Fund for Fiscal year 2013-2014. The Public is invited to attend and any taxpayer or resident may be heard, for or against, any portion of the proposed budget changes.

The proposed budget amendment resolution is available for public review at the Town Offices, located at 10 South Faithful Street., West Yellowstone, Montana. Personnel at the Town Offices can be reached at 406-646-7795

The West Yellowstone Town Council will consider adoption of the budget amendment resolution and during a regular meeting of the Town Council on September 17, 2013 held at 7:00 PM at the Povah Community Center, located at 10 South Geyser Street, West Yellowstone, Montana. The Public is invited to attend.

RESOLUTION NO. 640

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WEST YELLOWSTONE, IN THE COUNTY OF GALLATIN AND STATE OF MONTANA TO REVISE THE 2013-2014 FISCAL BUDGET.

Whereas, the Town is required to reflect changes to the budget by resolution.

Whereas, the Town would like to move \$200,000 of the fund balance of Fund 4075 Street Construction to the revenue line (383000) in the Parkway Construction Fund (4070) to allow for the additional expenditure to improve the drainage in all 22 interior parks instead of 9.

Whereas, the Town has approved a new staffing plan to include instructors for the Pre-K program and Language Programs which will be paid for from funds raised by the Library. The expenditure line of 460180 in the Library Fund (2220) needs to reflect an expenditure in the amount of \$6,550.84 in remaining funds to be transferred to the West Yellowstone Public Library Foundation from which payroll expenditures will be reimbursed from in the future.

THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WEST YELLOWSTONE, MONTANA:

That the fiscal year 2013-2014 Parkway Construction Fund (4070-383000) revenue budget be amended to reflect an increase of \$200,000 for a total revenue of \$200,510.

That the fiscal year 2013-2014 Parkway Construction Fund (4070-430230-937) expenditure budget be amended to reflect an increase of \$200,000 for a total expenditure of \$516,500 (430230-937).

That the fiscal year 2013-2014 Street Construction Fund (4075-101000) reflect a decrease of \$200,000 in fiscal year-end fund balance from \$446,125.61 to \$246,125.61

That the fiscal year 2013-2014 Library Fund Expenditure line for Extension Programs (2220-460180-398) reflect an expenditure of \$6,550.84 for a total expenditure budget change from \$147,993 to \$154,544

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF WEST YELLOWSTONE, MONTANA, THIS 17th DAY OF SEPTEMBER, 2013 AND APPROVED BY THE MAYOR OF THE TOWN OF WEST YELLOWSTONE.

Mayor

ATTEST _____
Town Clerk

Received
9-11-13
AR

Holiday Inn
315 Yellowstone Avenue, P.O. Box 470
West Yellowstone, MT 59758
t: 406.646.7365
f: 406.646.4433
1.800.646.7365
VisitYellowstonePark.com



September 10, 2013

Dear Mayor and City Council of West Yellowstone,

Please accept this letter and abbreviated resume as application for a position on the Board of Directors for the West Yellowstone Tourism Business Improvement District.

Diverse executive leadership roles, strategic business planning/execution and brand awareness relevant to individual niche markets has been at the core of my professional responsibilities. I have a strong understanding of the requirements needed in order for a sales and marketing strategy to develop and execute successfully.

A portion of my broad hospitality background has been in operations. This has makes me acutely aware of the ramifications that sales and marketing strategies can have on the operations teams if not thought through thoroughly. I am a strategic thinker with natural leadership and teamwork skills, collaborative with outside organizations and vendors, innovative, organized and enjoy taking concepts and ideas to implementation. This results in sales conversion (guests) for the company's product lines and revenue generation/growth for the company.

Thank you for your consideration for my placement on the TBID Board of Directors.

Warmest Regards,

A handwritten signature in cursive script that reads 'Alicia J. Thompson'.

Alicia J. Thompson
Regional Director of Sales & Marketing
Delaware North Parks & Resorts at Yellowstone & Olympic National Parks



APPLICATION FOR BOARDS AND COMMITTEES

Name Alicia J. Thompson Date Sept 9, 2013

Address 3610 W Broadwater Street #103

City Bozeman State MT Zip 59718

Phone (Home): 406.871.0643 (Work): 406.586.7593 (Cell/Other): 406.451.2769

E-Mail Address: athompso@dncinc.com

Are you a resident of West Yellowstone? No Length of residency in West Yellowstone: _____

Board or Committee you are applying for: Tourism Business Improvement District

Occupation: Regional Director of Sales and Marketing

Employer: Delaware North Parks & Resorts at Yellowstone

Have you previously served on a County or City board? Yes

If so, which board, and for how long? See Abbreviated Resume

Past Memberships and Associations: See Abbreviated Resume

Current Memberships and Associations: See Abbreviated Resume

List any relevant qualifications and/or related experience? Attach any additional information or a resumé, if you prefer: See Abbreviated Resume

What are your primary objectives for serving on this board?

To actively participate in the promotion of tourism to grow leisure, group and signature event travel, during need periods, to West Yellowstone, MT.

References (Individual or Organization):

Derek Zwickey, DNC Parks & Resorts at Yellowstone Phone: 406.586.7593

Jan Metzmaker, Whitefish CVB Director Phone: 406.260.6443

Marysue Costello, West Yellowstone Chamber of Commerce Phone: 406.646.7701

Signatures Alicia J. Thompson Date: Sept 10, 2013

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

ALICIA J. THOMPSON

alicia1775@gmail.com ♦ 3610 W. Broadwater Street #103 Bozeman, MT 59718
406.871.0643 ♦ Alicia-Thompson.net

OVERVIEW

Accomplished, marketing and business relations professional with broad hospitality industry experience, encompassing strategic planning, qualitative & quantitative research, interactive marketing, creative development, media planning & buying, database & direct-marketing, public relations, sales promotion and visual merchandising. Ability and skill set to provide creative, innovative, enthusiastic and forward-thinking leadership in a team environment. Highly effective in achieving continuously improved business performance.

PROFESSIONAL SKILLS INCLUDE

- Luxury Hotel, Resort and Guest Ranch Operations
- Sales and Marketing of Historic National Park Facilities
- Public, Media and Business Relations
- Direct Consumer Marketing Campaigns
- Website Design and Development
- Media Purchasing and Placement
- Advertising and Promotion Graphic Design
- Copy Writing for Corporate Collateral, Advertisements, Websites Press Releases and Advertorial
- Directs and Collaborates with Photographers and Videographers for Product Promotion
- Directs and Collaborates with Design and Web Agencies for Product Promotion
- Creates Product Specials, Packages and Promotions
- Social Media Management
- E-commerce Marketing Campaigns
- Customer Service Improvements
- Revenue Stream Enhancement Strategies
- Target-Market Identification
- Team Leader for Promoting a Brand, Culture, Mission, Budget and Objectives
- Adapting to Meet Needs of a Diverse Employee and Clientele Base
- Achieving Buy-In for Innovative Approaches
- Managing Simultaneous Challenges
- Negotiating Vendor / Partner Contracts

PROFESSIONAL EXPERIENCE

DNC Parks & Resorts at Yellowstone and Olympic National Park - Bozeman, MT

Multi-million dollar, privately held, hospitality company and National Park concessioner

Regional Director of Sales and Marketing - July 2012 to present

- *Yellowstone Portfolio:* Yellowstone General Stores, Holiday Inn West Yellowstone, Branch Restaurant and Bar, Yellowstone Park Hotel, Explorer Cabins at Yellowstone, Bridger Cookhouse and the Gray Wolf Inn & Suites
- *Olympic National Park Portfolio:* Kalaloch Lodge and the Creekside Restaurant

GLACIER PARK, INC. - Columbia Falls and Whitefish, MT

Multi-million dollar, publically traded, hospitality company and National Park concessioner

Director of Marketing and Business Relations - June 2003 to June 2012

Professional succession with director report to the president: Group Tour Manager, June 2003 to 2004; Sales and Marketing Manager, 2005 to 2006; Sales, Marketing and PR Manager, 2007 to 2008; current position 2009 – present.

HIDDEN MEADOW RANCH - Greer, AZ

Remote, private, all-inclusive, luxury guest ranch, lodge and club located in the White Mountains. Opened September 2002

Lodge Manager - April 2002 to June 2003

WAHWEAP LODGE & MARINA (ARAMARK) - Page, AZ

Multi-million dollar, full service 375 room resort hotel operating as a National Park concessioner

Lodge Manager - April 2000 to April 2002

HYATT REGENCY SCOTTSDALE AND GAINNEY RANCH - Scottsdale, AZ

Five-star luxury resort and hotel property

Progressive Management Positions - March 1997 to April 2000

GLACIER PARK, INC. – Phoenix, AZ

Publicly traded hospitality company and National Park concessioner

Group Tour Coordinator - May 1996 to March 1997

EDUCATION

Washington State University, Pullman, Washington - May 1996

Hotel & Restaurant Administration, B.A. and Business Administration, Minor

HONORS AND CERTIFICATIONS

- January 2012 - The eMarketing Association: Advanced Email Marketer
- May 2010 - George and Helen Hartzog Award for Outstanding Volunteer Service: 2010 Glacier National Park Centennial
- Dec. 2005 to Dec. 2009 - Educational Institute, American Hotel & Motel Association: Certified Hospitality Sales Professional
- May 1998 for Life - State of Arizona Community College Teaching Certification: Hospitality endorsement
- May 1998 to May 2000 - State of Arizona High School Teaching Certification: Marketing endorsement
- June 1998 to June 2004 - Educational Institute, American Hotel & Motel Association: Certified Hospitality Educator

LEADERSHIP AND BUSINESS RELATIONS

- West Yellowstone Chamber of Commerce – current Marketing Committee Member
- Glacier Country Regional Tourism Commission - Current Board Member, Past 1st Vice President, Past Marketing Chair and Past Acting President - October 2003 to 2012
- Whitefish Convention and Visitors Bureau - Marketing Committee, 2010 to 2012
- Waterton, Alberta Chamber of Commerce - Current Marketing, 2010 to 2012
- Flathead Valley Golf Association - Marketing Committee, 2010 to 2012
- National Park Hospitality Association Marketing Subcommittee, 2009 to 2012
- National Geographic Geo-Tourism Committee Member for the Waterton-Glacier International Peace Park Geo-Tourism Mappguide Project - January 2007 to 2012
- Flathead Convention & Visitors Bureau, Board Member - July 2003 to January 2010
- National Tour Association (NTA), AIM - Active and Leisure Travel Board Member - Nov. 2005 to Nov. 2006
- Greer Business Association, Member & Secretary/Treasurer - July 2002 to June 2003
- Arizona Hotel & Motel Association, Education Committee Member - Nov. 1998 to Mar. 2000
- NAU School of Hotel and Restaurant Admin. National Advisory Board - July 1998 to April 2000

TBID Board of Directors Advisory Board

NAME	APPOINTED	EXPIRES	LENGTH
Jeff Schoenhard, Chair 50-100	3/5/13	3/31/17	4 Years
Jerry Johnson 10-49	3/5/13	3/31/17	4 Years
Beth Lolo 100+	4/17/12	3/31/16	4 Years
Michael Lundberg 10-49	6/5/12	3/31/16	4 Years
Jeremy Roberson 50-100 Rooms	4/19/11	3/31/15	4 Years
John Stallings At Large	4/5/11	3/31/15	4 Years
Brock Kelley At Large	7/6/10	3/31/14	4 Year

* Terms are 4-year, some initial terms were shorter in order to provide for staggered terms

* Bill Howell was originally appointed 3/31/09 to a three-year term. Sold his interest in a hotel and was therefore replaced by Alice Harten to fill out the remainder of his term. 6/9/09

* Glen Loomis' 1-year term expired 3/31/10, requested to be reappointed in June but withdrew his request after Brock Kelley applied for the position. Kelley was appointed to complete the 4-year term.

* Alice Harten left her employment at the Holiday Inn and was hired by the TBID Board.

* Alice Harten was hired as GM at the Wyndham, Kristy Coffin was hired as the TBID Administrator. (10-18-12)

Updated 3/6/13 er

Becky Guay

From: Dennis Johnson <djohnson@aarchitects.com>
Sent: Friday, September 13, 2013 12:56 PM
To: Becky Guay
Cc: Lanie Gospodarek; Jim McDonald
Subject: 10046.10 - UPDL CE & Statement of work

Becky:

Per you e-mail requesting additional information, please find the following for your use. We will have a finalized contract over soon.

UPDL - Alternate II "Firehole Room East Windows"

Project Costs:

Construction:

Rand Olsen Construction - \$51,665.83

Professional Fees:

A&E CA Fees - \$4,180

Total Project:

\$55,845.83

Schedule:

We would recommend that construction be started on or about the 15th of October. The actual construction time is 90 days based on our last conversation with Rand, however this will likely require to be split between fall/winter and spring to allow for temperatures necessary to complete finish items like painting.

Statement of Work:

Union Pacific Dining Lodge Window Restoration – Alternate II

Restore under the project all windows noted as Alternate II including, but not limited to, wood windows, frames, sills, and trims and their associated hardware incorporating energy efficiency upgrades noted within the documents. Provide for new screens, and associated components necessary or indicated. Remove existing interior non-historic wall finishes full length of interior wall associated with the work of Alternate II and restore original or new finishes in-kind to accomplish physical and visually compatibility with all elements within the area (Firehole Room) per the Secretary of the Interior's Standard for Restoration. Provide for 4 new electrical outlets at east wall as coordinated in the field with Owner. Work associated with 13 metal framed windows indicated as Base Bid and 2 windows and transoms indicated as Alternate I have been previously completed and are not a part of this contract.

Alternate bids submitted:

A/V Construction (Construction Only) - \$56,500

Please call with anything



13 September 2013

Becky Guay
Manager
Town of West Yellowstone
10 South Faithful
West Yellowstone, Montana 59758

**Re: Proposed Architectural CA Fee
Dining Lodge East Window Project**

Dear Becky,

I am providing you with a proposed fee for Dennis Johnson the project architect to provide Construction Administration for the referenced project. Dennis will be in the area throughout the fall and winter so we can keep some of the travel costs to a minimum. Hopefully we can work out the trips since he will be there every two weeks starting next Wednesday the 18th of September. When the project gets started he can work this out with you and the contractor. We expect four trips for the windows (two in the fall and two in the spring) and some office time to look at submittals and answer questions. The fee is as follows:

Inspection Trips (no travel time, lodging and per diem, or mileage costs)	\$ 800.00
Office	3,330.00
Office Expenses (printing, shipping etc.)	50.00
Total CA Fee	\$4,180.00

If you have any questions feel free to contact me.

Sincerely,
A&E Architects PC

James R. McDonald AIA
Principal

608 N. 29TH ST.
BILLINGS, MT 59101
PH 406.248.2633
FAX 406.248.2427

222 N. HIGGINS AVE.
MISSOULA, MT 59802
PH 406.721.5643
FAX 406.721.1887

www.aeichitects.com

memo

TOWN OF WEST YELLOWSTONE

Date: September 13, 2013
To: Honorable Mayor and Town Council
From: Becky Guay, Operations Manager
Regarding: Agreement with Rand Olsen for UPDL Firehole Room Window Replacement Project

Recommendation

It is recommended that the Council approve the attached agreement with Rand Olsen Construction, LLC in the amount of \$51,665.83 for the UPDL Window Replacement Project – Alternate II (Firehole Room).

Discussion

The costs for the project are as follows:

Construction (Rand Olsen):	\$41,665.83
Architect Services (A&E Architects):	<u>4,180.00</u>

Total project cost: \$55,845.83

Total budgeted for project: \$56,500.00

\$16,500	Town Resort Tax
\$10,000	TBID Grant
\$20,000	YHC funds (Union Pacific Grant and other funds)

The Architect is recommending that construction commence on October 15 and be complete within 90 days, split between this fall and next spring, to allow for a winter shut-down.

The work will include the following:

“Restore under the project all windows noted as Alternate II including, but not limited to, wood windows, frames, sills, and trims and their associated hardware incorporating energy efficiency upgrades noted within the documents. Provide for new screens, and associated components necessary or indicated. Remove existing interior non-historic wall finishes full length of interior wall associated with the work of Alternate II and restore original or new finishes in-kind to accomplish physical and

visually compatibility with all elements within the area (Firehole Room) per the Secretary of the Interior's Standard for Restoration. Provide for 4 new electrical outlets at east wall as coordinated in the field with Owner. Work associated with 13 metal framed windows indicated as Base Bid and 2 windows and transoms indicated as Alternate I have been previously completed and are not a part of this contract."

 **AIA**® Document A107™ – 2007

Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

TOWN OF WEST YELLOWSTONE
10 South Faithful
West Yellowstone, MT 59758

and the Contractor:
(Name, legal status, address and other information)

RAND OLSEN CONSTRUCTION, LLC
P.O. Box 1505
Idaho Falls, ID 83403

for the following Project:
(Name, location and detailed description)

Union Pacific Dining Lodge Window Restoration-Alternate II

Restore under the project all windows noted as Alternate II including, but not limited to, wood windows, frames, sills, and trims and their associated hardware incorporating energy efficiency upgrades noted within the documents. Provide for new screens, and associated components necessary or indicated. Remove existing interior non-historic wall finishes full length of interior wall associated with the work of Alternate II and restore original or new finishes in-kind to accomplish physical and visually compatibility with all elements within the area (Firehole Room) per the Secretary of the Interior's Standard for Restoration. Provide for 4 new electrical outlets at east wall as coordinated in the field with Owner. Work associated with 13 metal framed windows indicated as Base Bid and 2 windows and transoms indicated as Alternate I have been previously completed and are not a part of this contract.

The Architect:
(Name, legal status, address and other information)

A&E ARCHITECTS, P.C.
222 North Higgins Ave.
Missoula, MT 59802

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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20	TERMINATION OF THE CONTRACT
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ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Init.

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User Notes:

(1716155955)

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than **Ninety (90)** days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

Stipulated Sum, in accordance with Section 3.2 below

Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be Fifty-One Thousand Six Hundred Sixty-Five & 83/100 Dollars (\$51,665.83), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.2.2 Unit prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
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§ 3.2.3 Allowances included in the stipulated sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance
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§ 3.3 COST OF THE WORK PLUS CONTRACTOR'S FEE

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

§ 3.4 COST OF THE WORK PLUS CONTRACTOR'S FEE WITH A GUARANTEED MAXIMUM PRICE

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

§ 3.4.3 GUARANTEED MAXIMUM PRICE

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. *(Insert specific provisions if the Contractor is to participate in any savings.)*

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

§ 3.4.3.3 Unit Prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
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§ 3.4.3.4 Allowances included in the Guaranteed Maximum Price, if any:

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Item	Allowance
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§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

ARTICLE 4 PAYMENTS

§ 4.1 PROGRESS PAYMENTS

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

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§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 25th day of the next month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 Retainage, if any, shall be withheld as follows:

Five Percent (5%)

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

§ 4.2 FINAL PAYMENT

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a guaranteed maximum price; and
- .3 a final Certificate for Payment has been issued by the Architect.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 BINDING DISPUTE RESOLUTION

For any claim subject to, but not resolved by, mediation pursuant to Section 21.3, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 21.4 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 6.1.2 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 6.1.3 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

PROJECT MANUAL

- PROJECT REPRESENTATIVES
- FEE NOTICE
- UTILITY SHUTDOWN NOTICE
- INVITATION FOR BIDS
- INSTRUCTION TO BIDDERS
- BID PROPOSAL FORM
- STANDARD FORM OF AGREEMENT BETWEEN OWNER & CONTRACTOR *for a Project of Limited Scope - AIA A107*
- SUPPLEMENTARY GENERAL CONDITIONS
- BID BOND - AIA A310
- PERFORMANCE BOND - AIA A312
- PAYMENT BOND - AIA A312
- APPLICATION AND CERTIFICATE FOR PAYMENT – AIA G702
- CONTINUATION SHEET – AIA G703
- CERTIFICATE OF SUBSTANTIAL COMPLETION - AIA G704
- CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS – AIA G706
- CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS – AIA G706A
- MONTANA PREVAILING WAGE RATES NOTICE

TECHNICAL SPECIFICATIONS

DIVISION 1 – GENERAL REQUIREMENTS

- 011000 SUMMARY
- 012300 ALTERNATES
- 012600 CONTRACT MODIFICATION PROCEDURES
 - Architect's Supplemental Instructions - AIA G710*
 - Work Changes Proposal Request - AIA G709*
 - Change Order - AIA G701*
 - Construction Change Directive - AIA G714*
- 012900 PAYMENT PROCEDURES
 - Consent of Surety to Final Payment – AIA G707*
- 013100 PROJECT MANAGEMENT AND COORDINATION
- 013200 CONSTRUCTION PROGRESS DOCUMENTATION
- 013300 SUBMITTAL PROCEDURE
- 013591 HISTORIC TREATMENT PROCEDURES
- 014000 QUALITY REQUIREMENTS
- 014200 REFERENCES
- 015000 TEMPORARY FACILITIES AND CONTROLS
- 016000 PRODUCT REQUIREMENTS
- 017300 EXECUTION
- 017329 CUTTING AND PATCHING
- 017419 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
- 017700 CLOSEOUT PROCEDURES
- 017823 OPERATION AND MAINTENANCE DATA
- 017839 PROJECT RECORD DOCUMENTS

DIVISION 8 – OPENINGS

- 086100 WOOD WINDOW RESTORATION
- 086210 STEEL WINDOW RESTORATION

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Section	Title	Date	Pages
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§ 6.1.4 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

COVER	COVER	3/8/2011
A2.1	MAIN FLOOR PLAN	3/8/2011
A4.1	EXTERIOR ELEVATIONS	3/8/2011
A4.2	AS-BUILT PHOTOGRAPHY	3/8/2011
A9.1	WINDOW SCHEDULE	3/8/2011
A9.2	WINDOW DETAILS	3/8/2011
S9.1	STRUCTURAL DRAWINGS	3/8/2011

Number	Title	Date
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§ 6.1.5 The Addenda, if any:

Number	Date	Pages
Addendum No. 1	3/02/2011	27
Addendum No. 2	3/3/2011	2
Addendum No. 3	3/7/2011	22

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are enumerated in this Article 6.

§ 6.1.6 Additional documents, if any, forming part of the Contract Documents:

- .1 Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

- .3 Other documents:

(List here any additional documents that are intended to form part of the Contract Documents.)

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be

construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmission, unless otherwise provided in the Agreement or in the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 8.1.1 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.2 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.3 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy the Owner may

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have, may correct such deficiencies and may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.

ARTICLE 9 CONTRACTOR

§ 9.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.2 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 LABOR AND MATERIALS

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

§ 9.5 TAXES

The Contractor shall pay sales, consumer, use and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 ALLOWANCES

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Allowance amounts shall not include the Contractor's costs for unloading and handling at the site, labor, installation, overhead, and profit.

§ 9.8 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.9 SUBMITTALS

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.10 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material from and about the Project.

§ 9.13 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 9.14 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 9.15 INDEMNIFICATION

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.4 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.5 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.6 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.7 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.8 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 10.9 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors or suppliers for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in Article 21.

§ 12.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

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§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Architect, or by written Construction Change Directive signed by the Owner and Architect.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.4.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 APPLICATIONS FOR PAYMENT

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used in reviewing the Contractor's Applications for Payment.

§ 15.1.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 15.1.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.1.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.2 CERTIFICATES FOR PAYMENT

§ 15.2.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.2.3.

§ 15.2.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.2.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.2.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.2.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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§ 15.2.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 15.3 PROGRESS PAYMENTS

§ 15.3.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in similar manner.

§ 15.3.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 15.3.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.4 SUBSTANTIAL COMPLETION

§ 15.4.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.4.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.4.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.4.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.5 FINAL COMPLETION AND FINAL PAYMENT

§ 15.5.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.5.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

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- § 15.5.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from
- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
 - .2 failure of the Work to comply with the requirements of the Contract Documents; or
 - .3 terms of special warranties required by the Contract Documents.

§ 15.5.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 HAZARDOUS MATERIALS

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

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ARTICLE 17 INSURANCE AND BONDS

§ 17.1 The Contractor shall purchase from, and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Section 9.15. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include: (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 17.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.3 PROPERTY INSURANCE

§ 17.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 15.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 17.3.1 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and sub-subcontractors in the Project.

§ 17.3.2 The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 17.3.3 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 12, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 17.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 12, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 17.3.4 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their sub-subcontractors in similar manner.

§ 17.4 PERFORMANCE BOND AND PAYMENT BOND

§ 17.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 17.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.2.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.4.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located, except, that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.4.

§ 19.3 TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are

received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor.

§ 19.4 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 19.4.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 15.2.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 TERMINATION BY THE OWNER FOR CAUSE

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the above reasons exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.8 and Sections 15.5.3 and 15.5.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

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§ 21.2 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.3 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.4 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.5 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.6 Any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.7 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 21.8 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.8 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Rebecca Gray, Operations Manager
TOWN OF WEST YELLOWSTONE
(Printed name and title)

CONTRACTOR *(Signature)*

Rand Olsen
RAND OLSEN CONSTRUCTION, LLC
(Printed name and title)

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PAGE 1

TOWN OF WEST YELLOWSTONE
10 South Faithful
West Yellowstone, MT 59758

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RAND OLSEN CONSTRUCTION, LLC
P.O. Box 1505
Idaho Falls, ID 83403

...

Union Pacific Dining Lodge Window Restoration-Alternate II

...

Restore under the project all windows noted as Alternate II including, but not limited to, wood windows, frames, sills, and trims and their associated hardware incorporating energy efficiency upgrades noted within the documents. Provide for new screens, and associated components necessary or indicated. Remove existing interior non-historic wall finishes full length of interior wall associated with the work of Alternate II and restore original or new finishes in-kind to accomplish physical and visually compatibility with all elements within the area (Firehole Room) per the Secretary of the Interior's Standard for Restoration. Provide for 4 new electrical outlets at east wall as coordinated in the field with Owner. Work associated with 13 metal framed windows indicated as Base Bid and 2 windows and transoms indicated as Alternate I have been previously completed and are not a part of this contract.

...

A&E ARCHITECTS, P.C.
222 North Higgins Ave.
Missoula, MT 59802

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§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Ninety (90) days from the date of commencement, or as follows:

...

Stipulated Sum, in accordance with Section 3.2 below

...

§ 3.2 The Stipulated Sum shall be (~~\$~~Fifty-One Thousand Six Hundred Sixty-Five & 83/100 Dollars (\$51,665.83)), subject to additions and deductions as provided in the Contract Documents.

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§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 25th day of the next month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

...

Five Percent (5%)

...

Litigation in a court of competent jurisdiction

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PROJECT MANUAL

PROJECT REPRESENTATIVES

FEE NOTICE

UTILITY SHUTDOWN NOTICE

INVITATION FOR BIDS

INSTRUCTION TO BIDDERS

BID PROPOSAL FORM

STANDARD FORM OF AGREEMENT BETWEEN OWNER & CONTRACTOR for a Project of Limited Scope - AIA A107

SUPPLEMENTARY GENERAL CONDITIONS

BID BOND - AIA A310

PERFORMANCE BOND - AIA A312

PAYMENT BOND - AIA A312

APPLICATION AND CERTIFICATE FOR PAYMENT - AIA G702

CONTINUATION SHEET - AIA G703

CERTIFICATE OF SUBSTANTIAL COMPLETION - AIA G704

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS - AIA G706

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS - AIA G706A

MONTANA PREVAILING WAGE RATES NOTICE

TECHNICAL SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

<u>011000</u>	<u>SUMMARY</u>
<u>012300</u>	<u>ALTERNATES</u>
<u>012600</u>	<u>CONTRACT MODIFICATION PROCEDURES</u>
	<u>Architect's Supplemental Instructions - AIA G710</u>
	<u>Work Changes Proposal Request - AIA G709</u>
	<u>Change Order - AIA G701</u>
	<u>Construction Change Directive - AIA G714</u>
<u>012900</u>	<u>PAYMENT PROCEDURES</u>
	<u>Consent of Surety to Final Payment - AIA G707</u>
<u>013100</u>	<u>PROJECT MANAGEMENT AND COORDINATION</u>
<u>013200</u>	<u>CONSTRUCTION PROGRESS DOCUMENTATION</u>
<u>013300</u>	<u>SUBMITTAL PROCEDURE</u>
<u>013591</u>	<u>HISTORIC TREATMENT PROCEDURES</u>
<u>014000</u>	<u>QUALITY REQUIREMENTS</u>
<u>014200</u>	<u>REFERENCES</u>

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User Notes:

(1716155955)

015000	TEMPORARY FACILITIES AND CONTROLS
016000	PRODUCT REQUIREMENTS
017300	EXECUTION
017329	CUTTING AND PATCHING
017419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
017700	CLOSEOUT PROCEDURES
017823	OPERATION AND MAINTENANCE DATA
017839	PROJECT RECORD DOCUMENTS

DIVISION 8 – OPENINGS

086100	WOOD WINDOW RESTORATION
086210	STEEL WINDOW RESTORATION

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<u>COVER</u>	<u>COVER</u>	<u>3/8/2011</u>
<u>A2.1</u>	<u>MAIN FLOOR PLAN</u>	<u>3/8/2011</u>
<u>A4.1</u>	<u>EXTERIOR ELEVATIONS</u>	<u>3/8/2011</u>
<u>A4.2</u>	<u>AS-BUILT PHOTOGRAPHY</u>	<u>3/8/2011</u>
<u>A9.1</u>	<u>WINDOW SCHEDULE</u>	<u>3/8/2011</u>
<u>A9.2</u>	<u>WINDOW DETAILS</u>	<u>3/8/2011</u>
<u>S9.1</u>	<u>STRUCTURAL DRAWINGS</u>	<u>3/8/2011</u>

...

<u>Addendum No. 1</u>	<u>3/02/2011</u>	<u>27</u>
<u>Addendum No. 2</u>	<u>3/3/2011</u>	<u>2</u>
<u>Addendum No. 3</u>	<u>3/7/2011</u>	<u>22</u>

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<u>Rebecca Gray, Operations Manager</u>	<u>Rand Olsen</u>
<u>TOWN OF WEST YELLOWSTONE</u>	<u>RAND OLSEN CONSTRUCTION, LLC</u>

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:45:49 on 09/13/2013 under Order No. 1806849475_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A107™ – 2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

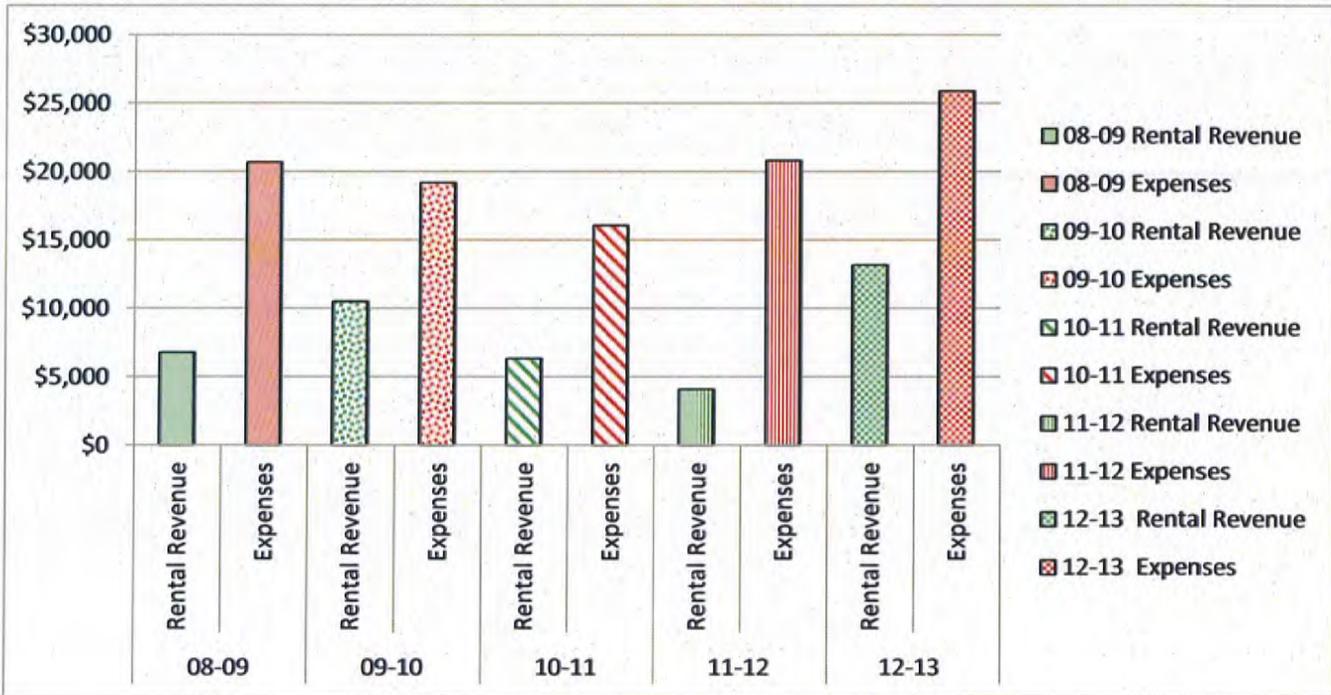
(Title)

(Dated)

September 2013
UPDL Revenue vs. Expenditures

08-09		09-10		10-11		11-12		12-13	
Rental Revenue	Expenses	Rental Revenue	Expenses	Rental Revenue	Expenses	Rental Revenue	Expenses	Rental Revenue	Expenses
\$6,777	\$20,693	\$10,517	\$19,207	\$6,345	\$16,082	\$4,105	\$20,827	\$13,175	\$25,904
Net	-\$13,916		-\$8,690		-\$9,737		-\$16,722		-\$12,729

Average net loss NOT including labor costs: -\$12,359



Annual Average Labor Costs

	09-10	10-11	11-12	
Clerical/Reservations (hours)	60	65	56	
Cleaning/Maintenance (hours)	233	284	314	
Total (hours)	<u>293</u>	<u>349</u>	<u>370</u>	
Total Cost	\$7,618	\$9,074	\$9,620	Blended Hourly Rate: \$26/hour
 Average Annual Labor Cost:	 \$8,771			
 TOTAL NET Annual LOSS:	 -\$20,058			

UPDL Utility Cost Summary
September 2013

Fiscal Year	May-Sept.	Oct.-Apr.	Annual Total
2012-13	\$5,509	\$10,241	\$15,750
2011-12	\$4,976	\$10,296	\$15,272
2010-11	\$5,867	\$9,452	\$15,319
2009-10	\$5,031	\$9,200	\$14,231
2008-09	\$5,483	\$9,290	\$14,773
Yearly Average	\$5,373.20	\$9,695.80	\$15,069.00

Thought About Managing the UPDL

By Jack Dittman

Thoughts about Managing the UPDL

The Union Pacific Dining Lodge is a rental property which, in the private sector, would normally be managed by a real estate broker specializing in property management and so, when management of the lodge was handed over to Job and Social Services eight years ago, that is the template we adopted for the task. The fact that our office was located in the Dining Lodge was the major consideration in handing us the job, but as it turned out, our flexibility in managing time was the real critical element in creating a successful and efficient enterprise. We handle hundreds of clients every year and the renters were simply other clients with specific needs. We took reservations, issued contracts, passed on the town's requirements, collected rent and deposits, and managed the day-to-day upkeep of the property.

If the management of the Lodge is to be turned over to another entity, there are certain exigencies that need to be considered. First and foremost is the element of time. Attached is a list of the duties that need to be performed. Some of them are schedulable, but others occur at random times so having someone available during regular business hours is essential. Other items occur randomly outside of regular business hours so that presents another problem. The amount of time required for individual duties varies widely with the renter, so there is one more unknowable factor in the unpredictability equation.

Having a close and cooperative relationship with Public Works and a Public Works crew that is willing and able to do whatever needs to be done when it needs to be done is essential. The same kind of relationship is necessary with the Police Department and the Finance Department. Running the Dining Lodge requires the active involvement of every department in the town. I do not know how that could be handled by an outside organization.

Training someone to do the tasks in the attached list should not be difficult. In fact, a new perspective will probably see many improvements that can be made. Whether the town hands off management responsibilities to the Yellowstone Historic Center or keeps them in house, creating a system that deals with the unknowable factors noted above will be the major challenge. We hope the attached breakdown will help in deciding just who will do what so that the transition will be as seamless as possible.

Union Pacific Dining Lodge

Break down of duties

Clerical

- Reservations/Scheduling Dates
 - Phone call/Walk in
- Mail
 - Send packet
 - Receive application
 - Send contract
 - Receive contract
- License
 - Health Department
 - Caterers
 - Dishwasher
 - Fire code
- Packets
 - Print/assemble
 - Distribute
- Folders
 - Create
 - Update for payments, licenses, cancellations
- Police Department
 - Permit
 - Key pick-up and return

Cleaning

- Spring Cleaning
 - Windows
 - Strip/wax floor
 - Dust
 - Fire place
 - Bathroom
 - Bar
 - Dishes, flatware and glassware
 - Ovens, griddles, cooler
 - Inventory tables, chairs, dishes, glassware, flatware, trashcans
- Intern Cleaning
 - Dust mop
 - Dust windows, railings, bar
 - Bathroom
- Emergency Cleaning

Done when the renters do not appear for check-out and have left something undone. This could be anything from just cleaning the bathrooms to having to do a major cleaning of the entire facility.

Maintenance

Public Works
Schedule/unscheduled Maintenance
Turn off/on gas
Replace windows
Turn off/on water
Painting
Carpets
Locks and doors
Plumbing
Supplies
Lights
Light Damage
Dishwasher
Hood
Refrigerator
Exterior Cleaning
Snow plowing and roof shoveling
Supplies
Trash
Soap, paper towels, and toilet paper
Mops, brooms, scouring blocks
Cleaning agents

Accounting

Deposits
Rent
Refunds

Personal/Face to Face Contact

Check in/Check out
In/out inspections
Telephone
Showing
Scheduled/Unscheduled
Answer Questions
Walk through
Open & Close
Clients
Caterers
DJ
Photographer

YHC Proposal 1/29/13
Union Pacific Dining Lodge Proposal

**Proposed Management Agreement Between The Town of West Yellowstone and
Yellowstone Historic Center**

Present Situation:

The Town of West Yellowstone (WYS) owns and operates the former Union Pacific Dining Lodge (UPDL) building in the Oregon Short Line Historic District in Downtown West Yellowstone, MT. The building contains the Town Social Services office, the Town Court and the Clerk of Courts office, the Mammoth Room (main dining room), the Firehole Room (bar & reception area) and the catering kitchen. The management of the facility's *Event Areas* (Mammoth, Firehole and Kitchen areas) is presently managed by the Manager of Social Services. Social Services schedules events, takes deposits, executes contracts, and does post event inventories, inspects for cleanliness of facility and remits deposits where applicable.

Yellowstone Historic Center (YHC) would like to propose that their not-for-profit organization assume all aspects and duties of managing the Dining Lodge facility as it pertains to the Event Areas. YHC has had a long ten-year business relationship with WYS. YHC presently has a lease agreement with WYS for the former Union Pacific Depot Facility. YHC has operated a Museum within the Depot for the last nine years.

Proposed Management:

YHC is requesting that WYS allow the Museum organization to assume full responsibility for the Event Areas of the facility. YHC has no present interest in acquiring control of any of the other Town office areas of the facility. In addition to the Event Areas, YHC would need access to the restroom facilities of the building for scheduled events and retain its office space that it presently has in the Dining Lodge building. YHC would take over control of all scheduling of events, collecting deposits and lease payments, overseeing insurance requirements, the internal cleanliness of the Event Areas and restroom facilities after each event. YHC has already worked to enhance the facility through the acquisition of new event and facility support equipment (tables, chairs, food service equipment...). A main goal of YHC would be to upgrade and restore the physical facility as approved by the Town and per historical restoration guidelines. YHC would have as a main goal the ultimate replacement and upgrade of the facility's windows, kitchen, and restroom facilities. These improvements would be done through grants, private contributions and lease / rental fees. All physical improvements to the facility would remain the property of WYS. All support equipment would remain the property of YHC. Working with local and regional event planners, coupled with a marketing initiative, YHC would seek to fill the facility with additional events targeting outside groups. Special attention would be given to expand the shoulder season usage of the building following the recent \$800,000 improvements of the facility. *YHC is not requesting to take control of the exterior building or lawn maintenance or being responsible for major repairs unless the YHC or the facility's tenants directly cause damage.*

Length Of Contract:

YHC is looking at a long-term lease of no less than twenty years duration with and option of an additional twenty years.

Lease Payments:

Presently the Town of WYS receives revenue of approximately \$8035 per year (through 2006). This is an average of the last three years of facility operations as per the Town's financial records. YHC would propose that for the first three years that YHC would guarantee the Town the income amount above in the form of quarterly payments of \$2009. Following the initial three-year period the payment amount would be adjusted to reflect the inflation rate.

Present Event Support and Kitchen Equipment:

At the beginning of any agreement the YHC and WYS would inventory all present day equipment associated with holding an event in the building including but not limited to tables, chairs, dishes, glassware, flatware and kitchen equipment. All such equipment would remain the property of WYS. YHC would be responsible for any lost, stolen, or damaged equipment included in that inventory during the period of the lease. YHC would also be able to utilize this inventoried equipment for the duration of the lease. YHC would also have the option of replacing any of the inventoried equipment but would have to store and be responsible for the original inventoried equipment as per the direction of the Town of WYS. Should either party cancel the lease agreement any stored WYS equipment would have to be returned to the UPDL. Ownership of any new equipment would remain the property of YHC.

Insurance, Licenses & Permits:

The YHC will retain a liability policy naming WYS as an additional insured in the amount of \$1,000,000. YHC will also require and document to the Town that any caterer utilizing the facility carry a liability policy in the amount of \$1,000,000 naming WYS as an additional insured. As part of this agreement the Town agrees to provide YHC the necessary permits and licenses (if any) in order to properly operate this facility. YHC will require that all caterers or other vendors have the required local licenses and permits as required under WYS, Gallatin County and Montana State laws and provide that information to WYS in a timely fashion before each event.

Retention of Documents:

YHC will retain all documentation of contracts, insurance documents from caterers and lessees along with all necessary permits for a period of seven years from the date of the event.

Book Keeping and Records:

YHC will create a separate financial accounting of all income and expenses associated with the operation of the Dining Lodge. YHC will share with the Town at the end of the YHC's fiscal year an accurate summary of the entire accounting done for that year. This annual accounting will have been reviewed and approved by the YHC's accountant. With cause, WYS can require an audit of all financial activities of YHC in relation to the

operation of the Dining Lodge. *Any financial record sharing with the Town of West Yellowstone will be considered confidential.*

Rental / Lease Rates:

YHC would propose a modest increase in rental rates for the 2008-2009 season for WYS local not-for-profits and private individuals. These would be increased from \$85 for the Mammoth Room to \$100, Firehole Room from \$35 to \$60 and the Kitchen from \$35 to \$50. YHC would install a new schedule of rates for groups and individuals from outside the West Yellowstone area (based on zip code). Rates for groups and individuals *from outside of the area* will be \$800 for the Mammoth Room, \$300 for the Firehole Room and \$250 for the kitchen. In addition, YHC would continue the \$250 deposit fee for WYS residents but increase that fee to \$500 for outside groups. In addition YHC will offer its recently purchased event equipment at an attractive rate along with an appropriate deposit fee (see attached).

Marketing Of The Dining Lodge Facility:

Working with regional meeting, event and wedding planners along with local hotels and motels we would begin marketing the Dining Lodge facility to outside groups. We would be targeting groups that would require overnight accommodations in WYS. We would also work with the Chamber, regional tourism groups and State tourism to drive awareness of the facility. With the on-going improvements to the Dining Lodge we would strive to expand facility lease opportunities and overnight stays into the shoulder tourism season.

Local Partnerships:

It is important that any enhancement / development of the Dining Lodge facility include as many potential local players as possible. This is a Town owned facility and it is only fitting that goods and services to host events in the Dining Lodge be purchased locally whenever possible. Discussions have already been held with the Holiday Inn and Bullwinkles concerning potential catering and support partnerships.

Event Coordinator:

YHC would employ an event coordinator to schedule events, work with customer, caterer and to be onsite to oversee the actual event. This personal involvement will enhance the overall product and better protect the facility for the Town. YHC will endeavor to hire an event coordinator who is a local WYS resident. Event Coordinator will also be primary contact with the Town of WYS.

Development Of New Special Events:

Working with our local partners, the Chamber and others we will strive to develop new annual civic events to further drive tourism. These events *could* include a Christmas program, a Winter Festival / Ice Palace Gala, Octoberfest, Park grand opening celebration, and other family/children's events. YHC's stewardship of the Dining Lodge must include a conscious effort of YHC towards the longer-term development of tourism and an improved quality of life for West Yellowstone residents.

In Summary:

The proposal outlined here would be a public / private partnership that would benefit all parties involved. There are no losers. Expanded utilization of the UPDL and with it enhanced tourism opportunities, major physical improvements to the facility, increased revenue for the YHC, the freeing up of WYS staff, and the potential to drive economic development with new special events resulting in an enhancement of quality of life issues for the Community are just some of the benefits that will result from this management agreement.

An Agreement

Between

**The Town of West Yellowstone, Montana
and
The Yellowstone Historic Center, Inc., West Yellowstone, Montana**

This agreement is made and entered into by the aforementioned organizations, whose concern is the preservation, understanding, and interpretation of the cultural history of the Town of West Yellowstone on 20th of September, 2011. The term of the agreement shall be five years. The organizations will hereinafter be referred to by their names or collectively as "partners."

I. Purpose:

The first purpose of this agreement is to identify the roles of the partners who are cooperatively in pursuit of funding for the restoration, preservation, and maintenance of the buildings located in the Oregon Short Line Terminus Historic District, hereinafter referred to as the Historic District.

The second purpose of the agreement is to establish a general framework for participation, interaction, and coordination between the partners pertaining to the management of the Historic District. The objective is to document the intent to work together in a spirit of cooperation by building and nurturing relationships.

II. Statement of Interest and Benefits:

The partners desire to share and discuss management and preservation of historical and cultural resource issues in West Yellowstone with a goal of understanding how each entity's individual actions benefit the area's resources and people. The benefit of this information is to coordinate approaches, minimize redundancy, and look for opportunities to work together for the benefit of West Yellowstone.

The partners will work together to continue the preservation and restoration of the buildings in the Historic District through fund raising, interpretive programs, and programs whose purpose is to bring attention to the property.

A. Mission

1. The Yellowstone Historic Center, Inc. (YHC) seeks to understand, preserve, and interpret the unique cultural heritage of West Yellowstone and the Hebgen Basin, and the connection of that heritage to the development of transportation and visitation to Yellowstone National Park. The YHC will accomplish its mission through the restoration and preservation of the buildings located in the Historic District. Further, we will

work toward the planning for and construction of a new museum to house and preserve collections and interpret them through exhibits and educational programs.

The YHC will promote and participate in the restoration and preservation of the existing Union Pacific Railroad buildings and structures located in the Historic District.

2. The Town of West Yellowstone, the owners of the property and buildings in the Historic District, will continue to maintain the structures located in the Historic District. The Town of West Yellowstone desires to participate in the ongoing preservation, restoration, and interpretation of the property.

The map of the Historic District (Attachment #1) illustrates the extent of the property designated as the Oregon Short Line Terminus Historic District on the National Register of Historic Places in 1983. The major features included in the Historic District are identified as follows:

- a. Dunbar Park – includes the 1929 Union Pacific Pylon and the first Forest Service Ranger Station Buildings moved to this location from their original location in town
- b. The West Yellowstone Visitor Center
- c. The Union Pacific Depot (The YHC Museum)
- d. The Union Pacific Baggage Building (Police Station)
- e. The Stagecoach Shelter
- f. The Union Pacific Dining Lodge
- g. The Generator and Oil Buildings
- h. The Union Pacific Men's Dormitory (West Yellowstone Medical Clinic)
- i. The Union Pacific Water Tower and Pump House (Site of the Town's Maintenance Shop and Groomer Shop)

III. Administration

A. General Provisions:

1. Nothing in this agreement shall obligate the parties to expend funds or to enter into any contract or other obligations.

2. Specific work projects which involve the transfer of funds, services, or property among the partners will require separate agreements or contracts. Each subsequent agreement or arrangement involving the transfer of funds, services, or property among the partners in the agreement must comply with all applicable statutes and regulations, and must be independently authorized by the appropriate authorities.

3. This agreement in no manner restricts the partners from participating in similar activities or arrangements with other public or private agencies. However, before entering into any such activity or arrangement, the partners will consult with each other.
4. Nothing in this agreement is intended to affect ongoing relationships among the partners.
5. No part of this agreement modifies existing authorities under which the partners currently operate.
6. Either partner can terminate this agreement in a reasonable time period.
7. This agreement may be modified or amended upon written request of either partner and the concurrence of the partners.

B. Partners agree to:

1. Enter into any agreements or engage in projects affecting and concerning the Historic District only after consulting with the other partner. Such projects cannot jeopardize or affect the status of the Historic District on the National Register in any way.
2. When appropriate, share available resources, personnel, and technical assistance, as well as training, workshops, and information sessions.
3. When appropriate, develop and exchange information related to cultural and natural history.
4. Work together toward the development and promotion of the Town, the YHC, and the Historic District.
5. Recognize the common goals and different missions of the partners so as to facilitate discussions of cultural and natural history ideas and perspectives.
6. Cooperate in carrying out activities to facilitate development and implementation of projects that further the purpose of this agreement, such as, but not limited to, establishing and supporting work groups among the partners.
7. Emphasize, encourage, and facilitate citizen participation in ground-level decision making and the formation of private-government partnerships.

8. Acknowledge that local people play an important role in managing and interpreting all aspects of natural and cultural history of the region, and that one of the responsibilities of government is to provide the appropriate tools, technical assistance, positive incentives, and resources to accomplish this task.

9. Support ongoing activities and existing programs dealing with cultural and natural history.

C. Management Roles:

1. Dunbar Park: The Town of West Yellowstone will continue to work with the U.S. Forest Service to relocate the first West Yellowstone Ranger Station buildings. The YHC will assist as appropriate. The YHC restored the Union Pacific Pylon through a Union Pacific Foundation grant in 2010.

2. The West Yellowstone Visitor Center: The Town of West Yellowstone will continue to work with the Visitor Center partners. The YHC does not have any agreements with the Visitor Center partners at this time pertaining to the Center's operations.

3. The Union Pacific Depot: The working arrangement between the Town of West Yellowstone and the YHC is outlined in the Amended Lease Agreement dated March 6, 2007. See Attachment #2.

4. The Union Pacific Baggage Building: The Town's Police Department currently utilizes this structure as their headquarters. This arrangement will continue until a new Police Headquarters is constructed.

5. Union Pacific Dining Lodge and Generator & Oil Buildings: Both partners agree that preservation and restoration of these buildings, while making them available for appropriate use, is a high priority.

The Town of West Yellowstone presently manages the use of the Dining Lodge. The Town will continue to house the Court and Social Services in the Dining Lodge until different facilities are available. The Town also provides space in the Dining Lodge for YHC's year-round administrative office. The Town will continue to provide year-round administrative space for the YHC, and may offer the YHC additional and/or alternative space as the Town offices are vacated in the Dining Lodge.

6. The Union Pacific Men's Dormitory/West Yellowstone Medical Clinic: The Town of West Yellowstone will continue to provide a medical clinic in this building per existing agreements.

7. The Water Tower and Pump House, Town Shops and Groomer Buildings: The Town will continue to work with the Chamber of Commerce on the use of the groomer building and operate the Town Shop in a manner that is supportive of the National Register designation.

The Water Tower and Pump House will continue to be showcased as a major feature at this location and any of the above mentioned functions should consider this goal. It is understood that the Town desires to relocate the shop facilities to a different location. The YHC will assist with this relocation to the extent possible so that the entire area may become available for future construction of a new museum building.

IV. Long Range Plans

A. Portico Plan

In 2004, the YHC contracted with the Portico Group and Dean Runyon Associates to prepare a report titled "The Heart of West Yellowstone – Conceptual Planning Report." This report included conceptual planning for interpretation and phased site developments, market assessments, and economic impacts. A major conclusion of the study was that "the Historic District can be transformed into the Heart of West Yellowstone." The findings and concepts in this study provide the vision for the future of the Historic District. See a summary of this plan in Attachment #3.

B. Historic Structures Report

In 2001, the Town and YHC commissioned A&E Architects of Missoula to prepare a Historic Structures Report for the Historic District. This report analyzes the structures within the Historic District and identifies the needs and requirements for repair, restoration, and preservation of these structures.

The Structures Report has already provided a framework for obtaining funding for several major projects within the Historic District, including work on the Depot and the Dining Lodge. The Structures Report should continue to be used as a planning and support tool for future projects.

V. Short Term Planning

It is agreed that the Partners will develop a two-year plan that will be updated annually to outline the projects needed to move toward the vision.

A. 2011 (July 1-November 30, 2011)

1. Repair windows in Dining Lodge
 - Town of West Yellowstone budget - \$150,000
 - YHC Grant from HB 645 – \$99,679
 - YHC Grant from Union Pacific Foundation - \$9,000
 - YHC Donations from Individuals - \$370
 - TBID Grant up to \$15,000
 - YHC may have additional grant requests pending
2. Repair and replace roof on north wing of Dining Lodge
 - Total cost estimate - \$125,000

B. 2012

1. Dining Lodge Heating Project
 - Total cost estimate - \$350,000
2. Work on agreement shifting management of the Dining Lodge to YHC if appropriate.

VI. Review

This agreement shall be reviewed annually by the partners around July 1 during the Town's budget cycle to update the two-year plan.

VII. Approvals:

This agreement consists of 7 pages and three Attachments. A copy of the original shall have the same force and effect as the original for all purposes. To express the partners' intent to be bound by the terms of this agreement, the duly authorized representatives have executed the document on the dates set forth below.

Signature Page

Jerry D. Johnson

9-21-11

Mayor
Town of West Yellowstone

Date

Rawhide Johnson by Certificate

3/6/12

Chair, Board of Directors
Yellowstone Historic Center, Inc.

Date

Form 1860-8
(May 1985)
M 068735-C

The United States of America

To all to whom these presents shall come, Greeting: **FILA** * **89** PAGE 3122

WHEREAS,

The Town of West Yellowstone, Montana

is entitled to a Land Patent pursuant to the Act of March 8, 1922 (42 Stat. 414), 43 U.S.C. 912, entitled "An Act to provide for the disposition of abandoned portions of rights-of-way granted to railroad companys," for the following described land:

Principal Meridian, Montana

T. 13 S., R. 5 E.,

Tract 38 and the two parcels of land in Tract 37 totaling 0.43 acres which were excepted out of patent No. 25-70-0209 dated February 12, 1970, issued to The Town of West Yellowstone, Montana.

Containing 22.10 acres.

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the above-named claimant the land above-described; TO HAVE AND TO HOLD the said land with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant, its successors and assigns, forever.

EXCEPTING AND RESERVING TO THE UNITED STATES:

1. A right-of-way thereon for ditches or canals constructed by the authority of the United States pursuant to the Act of August 30, 1890 (43 U.S.C. 945); and
2. All the mineral deposits in the land so patented, and to it, or persons authorized by it, the right to prospect for, mine, and remove such deposits from the same as provided in the said Act of March 8, 1922.

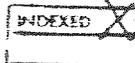


IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand in Billings, Montana the TWENTY-FOURTH day of SEPTEMBER in the year of our Lord one thousand nine hundred and EIGHTY-FIVE and of the Independence of the United States the two hundred and tenth.

By John A. Kwiatkowski
John A. Kwiatkowski, Deputy State Director
Division of Lands and Renewable Resources
Montana State Office

Patent Number 25-85-0628



145799

THIS INSTRUMENT WAS FILED FOR RECORD IN THIS OFFICE ON THE

OFFICE OF COUNTY RECORDER,

7th DAY OF October, A.D., 1985

STATE OF MONTANA

ss.

AT 10:25 A M., AND WAS DULY RECORDED IN BOOK 89

COUNTY OF GALLATIN.

OF DEEDS RECORDS, PAGE 3122

Fee \$ 5.00

Gary W. Pringle

RECORDER.

BY

Janet C. Moe

DEPUTY

Rt: Lineberger & Harris

\$5.00



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

IN REPLY REFER TO:

951:M 068735

STATE OFFICE
316 NORTH 26TH STREET
BILLINGS, MONTANA 59101

March 2, 1970

County Clerk and Recorder
Gallatin County
Bozeman, Montana 59715

Dear Sir:

We have enclosed a copy of the supplemental plat for Tract 37,
T. 13 S., R. 5 E., in accordance with your request dated February 27,
1970.

The patent 25-70-0209 was issued for Tract 37 excluding portions on the
south and west boundaries. The land being conveyed is the same as the
land conveyed by deeds from the Union Pacific and Oregon Short Line
Railroads on April 8, 1969.

Sincerely yours,

Leigh W. Freeman
Chief, Lands Adjudication Section

Enclosure

AMENDED LEASE AGREEMENT

THIS AMENDED LEASE AGREEMENT is entered into this 6 day of March, 2007 by and between the Town of West Yellowstone ("Town"), a Montana municipal corporation, of P.O. Box 1570, West Yellowstone, MT 59758, and Yellowstone Historic Center, Inc. ("YHC"), a Montana non-profit corporation, of P.O. Box 1299, West Yellowstone, MT 59758.

WITNESSETH:

WHEREAS, the Town and YHC entered into a Lease Agreement on the 18 day of January, 2001 in which the Town leased the Union Pacific Depot building to YHC for a term of twenty years; and

WHEREAS, the Town and YHC have developed an excellent working relationship in implementing the Lease Agreement that has benefited both the Union Pacific Depot building and the community generally; and

WHEREAS, the parties agree that several provisions of the Lease Agreement should be modified, including two provisions involving services or financial support from the Town to YHC.

NOW, THEREFORE, for good and valuable consideration, the Lease Agreement between the Town and YHC described above shall be modified in the following respects:

1. Paragraph 10 of the Lease Agreement is amended to read as follows:

Capital Improvements. The Town is solely responsible for the cost of capital improvements to the premises. Through grants or other funding sources, however, YHC may obtain money to construct new buildings or perform capital improvements on existing buildings in the Historic District; upon approval of the Town, such money may be used to perform capital improvements on the leased premises or elsewhere in the Historic District. The Town will cooperate with YHC in obtaining grants or other sources of funding to make capital improvements on the premises; however, any substantial modification or alteration to the premises is subject to the Town's written prior approval.

2. Paragraph 11 of the Lease Agreement is amended to read as follows:

Maintenance and Repair. As a general principle, maintenance and repair of the leased premises is the sole responsibility of YHC. However, while the parties do contemplate that YHC will ultimately pay the cost of all maintenance and repairs on the premises, the following items will be performed at the sole expense of the Town: maintenance of lawns and landscaping adjacent to the leased premises; and necessary

snow removal services, including removal of snow from building roofs.

3. Paragraph 14 of the Lease Agreement is amended to read as follows:

Application for Grants. YHC contemplates applying for grants, donations or other funding for the restoration or preservation of the leased premises or elsewhere in the Historic District, as well as the possibility of construction of a new museum. YHC shall keep the Town informed as to applications for grants or other funding and shall obtain the prior approval of the Town before submission of such applications that require monetary outlays from the Town. If the Town approves a particular grant or funding proposal, then it agrees to cooperate and assist YHC in the application process.

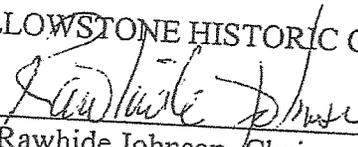
4. Paragraph 19 of the Lease Agreement is amended to read as follows:

Casualty Insurance. The Town shall keep all buildings and improvements on the leased premises insured against loss or damage by fire or other standard peril in an amount no less than \$1,000,000.00. YHC shall maintain its own casualty insurance for fire or other standard peril on the personal property and leasehold improvements contained in the leased premises.

5. Except for the amendments specifically recited above, all other terms, conditions and provisions of the original Lease Agreement shall remain in effect as originally written.

DATED the day and year first written above.

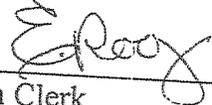
YELLOWSTONE HISTORIC CENTER, INC.


By: Rawhide Johnson, Chairman

TOWN OF WEST YELLOWSTONE

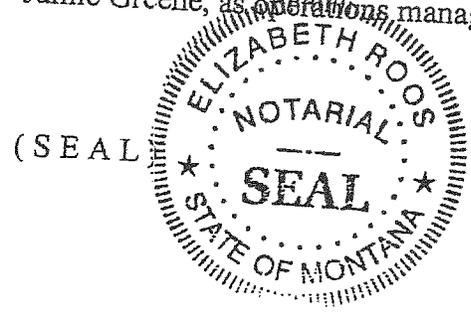

By: Jamie Greene, Operations Manager

ATTEST:


Town Clerk

STATE OF MONTANA)
 : ss.
County of Gallatin)

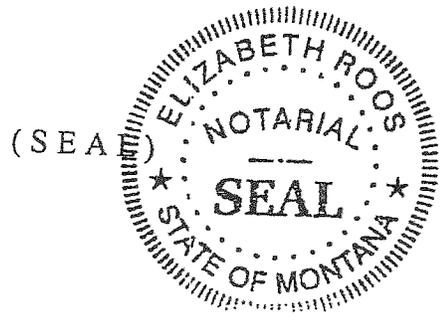
This instrument was acknowledged before me this 12 day of March, 2007, by Jamie Greene, as operations manager of the Town of West Yellowstone.



ERoos
NOTARY PUBLIC for the State of Montana
Printed Name: Elizabeth Roos
Residing at: West Yellowstone
My commission expires: Aug. 9, 2007

STATE OF MONTANA)
 : ss.
County of Gallatin)

This instrument was acknowledged before me this 26 day of April, 2007, by Rawhide Johnson, as Chairman for the Board for the Yellowstone Historic Center, Inc.



ERoos
NOTARY PUBLIC for the State of Montana
Printed Name: Elizabeth Roos
Residing at: West Yellowstone
My commission expires: Aug. 9, 2007

**STRATEGIC PLANNING
FOR DEVELOPMENT OF
THE OREGON SHORT LINE TERMINUS HISTORIC
DISTRICT**

&

**AN EXECUTIVE SUMMARY OF
THE HEART OF WEST YELLOWSTONE
CONCEPTUAL PLANNING REPORT**

November 2004

PREPARED BY
**The Portico Group
&
Dean Runyon Associates**

for

YELLOWSTONE
HISTORIC CENTER

West Yellowstone, Montana

Attached #3

Introduction

This document includes the strategic planning highlights between the town of West Yellowstone and the Yellowstone Historic Center (YHC). Also included is a summary of the “Conceptual Planning Report: The Heart of West Yellowstone” produced by the Portico Group for the Yellowstone Historic Center. Preparation of the report was funded by the Dumke Foundation.

In the late 1970s several people initiated a movement to secure West Yellowstone’s heritage district. By the early 1990s, the process was under way. By the later 1990s YHC was established to:

- Preserve, restore, and enhance our Town’s heritage;
- Create a museum site for interpretation and education; and
- Develop a tourism destination for increasing the economic vitality of West Yellowstone.

The Portico Group worked with the YHC Board of Directors and the Town Council to create the full report.

Mission Statement of YHC

The Yellowstone Historic Center seeks to understand, preserve and interpret the unique cultural heritage of West Yellowstone, the Hebgen Lake Basin and their connection to the development of transportation and visitation to Yellowstone National Park.

Background

The first Union Pacific Train arrived in West Yellowstone with passengers bound for Yellowstone National Park on June 11, 1908. The guests were met with stage coaches run by Monida and Yellowstone Stage lines for their tours of Yellowstone Park. On August 1, 1915, Yellowstone Park allowed automobiles in the park and the stage coaches were quickly replaced with Yellowstone Park Yellow Buses. The dining lodge was completed in 1925 to further serve the Union Pacific guests. Both the dining lodge and the men’s dsormitory buildings were designed by the nationally renowned architect Gilbert Stanley Underwood. The Historic District (from the Park Boundary to Faithful Street) was designated in 1983 and features the Union Pacific depot and associated railroad structures. The district and buildings are included on the National Register of Historic Places.

The Town of West Yellowstone was carved out of forestland near the West Gate. Starting as just six square blocks adjacent to the 1909 Union Pacific Depot, the town and its visitorship expanded together. Through the first half of the Twentieth Century, the Oregon Short Line Terminus grew through the addition of sophisticated facilities to serve the visitors arriving by train. Baggage handling, electrical generation and staff dormitories were added to the railroad infrastructure. The architecturally significant Dining Lodge was built in 1925, replacing the “beaneries” with first-class accommodations seating 300 visitors at once. These railroad facilities were the “Heart of West Yellowstone”.



Depot Building



Dining Lodge

Goals and Objectives

The Center will accomplish its mission through operating and enhancing the present museum as well as the restoration and preservation of the buildings located in the Oregon Short Line Terminus Historic District in West Yellowstone, Montana. Furthermore, the Center will develop a new museum to house collections, preserving and interpreting them through display and educational programs.

Vision: To Rediscover **The Heart of West Yellowstone** and **Enhance Economic Vitality** of the Town by:

- Bringing back a “Spirit of Place” / Re-establish the Historic District as the “heart of West Yellowstone.”
- Supporting the original town site through authentic theme and street enhancement.
- Establishing auto, pedestrian, bike, ski and snowmobile connections through the historic district.
- Creating a parade route for all seasons of the year for tourists and townspeople, alike.
- Laying track from town border to town border connecting park land and the new National Park Service Contact Center. Bringing back train travel within and beyond Montana.
- Building a year-round Yellowstone Historic Center Museum in the location of the original freight facility.
- Renovating and preserving the historic Oregon Short Line structures to use for public events.
- Creating a Compelling and Authentic visitor experience that will draw and retain visitors, providing economic benefit for West Yellowstone.

The Main Message for the Oregon Short Line Terminus Historic District

“The creation of Yellowstone National Park in 1872 caused a stream of visitors from around the world – journeying by various means – to come to Yellowstone for the transforming experience of “wonderland.” In the context of transportation history, the gateway town of West Yellowstone has the largest and most intact historic railroad complex built specifically to serve these national park visitors.”

The **Historic District** is a place of connections, across time, across cultures and across Town and the Hebgen Lake Basin, i.e. the original Town Site of Riverside.

Four Components for the Yellowstone Historic Center

- I. First component is the Town of West Yellowstone and the Oregon Short Line District with the extraordinary, unique buildings. The Heart of West Yellowstone Plan (Appendix 1) and the Conceptual Site Plan, (Appendix 2), take a strongly based site approach. The District will become a true National Monument.
- II. Second component is the Interpretive Plan, (Appendix 3), an educational overlay which will communicate previous cultures and the rich history of travel and visitation to West Yellowstone and into Yellowstone National Park.

- III. Third component is the Yellowstone Historic Center and the new Museum which will be the powerful tool for communicating the fascinating history of West Yellowstone, and the Basin and those who came to experience “Wonderland.”
- IV. Fourth component is the economic impact of additional visitors to West Yellowstone, not only job creation, but also enhancement of the Resort Tax. Dean Runyon and Assoc., an economic research group indicates that full development of YHC would add approximately \$400,000 per year to the town’s resort tax collections...

Findings and Recommendations

1. The prospects for the future of the Oregon Short Line Terminus Historic District have not looked so bright in years. Though no longer a transportation hub, the District can become a significant cultural and recreational center by being restored with the objective of telling its story to a public hungry for authentic historic experiences. It can be transformed into “The Heart of West Yellowstone” once more.
2. The buildings in the District were originally built for summer season use only and any effort to weatherize them for year-round use would significantly compromise their historic assets. The new Yellowstone Historic Center Museum will be built as a year-round repository for the artifacts, previous cultures, and stories of the Oregon Short Line Terminus Historic District. The site that is most appropriate to the storyline that has connections to the past without compromising the right-of-way or the existing historic structures is the site of the original rail freight buildings across Electric Street. It is presently occupied by the town maintenance buildings and yards. The rail freight buildings that were on the museum site were quite simple and industrial in nature. In order to preserve the feel of the district, the architecture of the new museum should have this very simple demeanor and dressed to have the look of an old freight building. The new museum building would not compete with the history and architectural richness of the existing historic buildings. (see Conceptual site Plan Map)
3. **Historic/Cultural Travel Market Overview** prepared by Dean Runyon & Associates
Historic and cultural tourism is a significant part of the U.S. travel experience and generates millions of dollars for destinations by attracting visitors who will spend money on lodging, food, entertainment, and shopping. The results of a recent survey conducted by the Travel Industry Association of America (TIAA) and commissioned by Smithsonian Magazine, highlight the importance of historic sites and communities as a valuable product for the tourism industry. Based on these findings and overall trends in North America, this section presents important demographic, travel demand, and historic and cultural tourism trends that are important to consider with regard to the Yellowstone Historic Center’s development priorities and programming decisions.



THE PORTICO GROUP



Attachment # 1



Conceptual Site Plan
YELLOWSTONE
 HISTORIC CENTER
 Oregon Short Line Terminus Historic District



National Trends

A. Nearly six in ten (56%) of adults who traveled in the past year reported they included at least one cultural, arts, historic, or heritage activity while on a trip. The most popular historic/cultural trip activity is visiting a designated historic place or museum (66%).

B. On average, historic/cultural travel parties spend more (\$623) per trip as compared to the average U.S. trip (\$457).

C. Nearly all (90%) historic/cultural trips involve an overnight stay and are most often taken by private auto, accounting for seven in ten (68%) of all trips.

D. Development of the Yellowstone Historic Center Project would attract approximately 250,000 new visitors (20 percent of the number of visitors who through west gate park entrance) into the town of West Yellowstone. This estimate of "new visitors" reflects the potential opportunity to encourage more of the visitors traveling through West Yellowstone to spend additional time (either overnight or part of the day) which translates into additional economic activity and revenue for the community. Development of the Yellowstone Historic Center Project will result in an additional \$14.4 million in visitor spending in the town of West Yellowstone, which would add approximately \$400,000 per year to the town's resort tax collections.

E. The Yellowstone Historic Center Project will generate an additional \$2.4 million in earnings for employees and business owners which would support an additional 200 jobs in the town of West Yellowstone.

The Partnership

The vision of creating a world class transportation and visitation experience for the Hebgen Basin and Yellowstone Park will require a close working partnership between the Town of West Yellowstone and the Yellowstone Historic Center.

Decisions to further this vision will include but are not limited to the following:

- 1) Continue to preserve the integrity of the historical buildings
- 2) Protect the Union Pacific rail right-of-way from future development or encroachment.
- 3) Remove the town maintenance buildings from the Historic District
- 4) Work together to showcase the downtown 3 to 6 blocks of commercial and city properties
- 5) Work together to obtain restoration and preservation grants to protect and preserve the historic buildings and the historic district.
- 6) The Portico Study outlines a number of decisions and actions required to reach the goal of full potential, including vision statements for two, four and ten years into the future.

Progress has been made toward reaching the Ultimate Vision, but much is yet to be done.

2013 TENTATIVE CONFERENCE AGENDA (as of 09/06/2013)

Wednesday, October 9

7:30 a.m. Registration (Colonial Hotel)
7:30 a.m. *Vendors may set up booths*
8:00 a.m. Public Works Directors Workshop (Colonial Hotel)
8:15 a.m. MMCTFOA Meeting and Workshop (Colonial Hotel)
9:00 a.m. Golf Tournament - Bill Roberts Golf Course
11:00 a.m. MLCT 5k Run/Walk (Start/end at Colonial Hotel)
3:00 p.m. MMIA Board of Directors Meeting
4:00 p.m. MLCT Audit Committee Meeting
5:00 p.m. MLCT Board of Directors Meeting
6:30 p.m. PRESIDENT'S RECEPTION (for all attendees!)
Civic Center Ballroom

Thursday, October 10

7:30 a.m. Registration Open (Colonial Hotel)
7:30 a.m. *Vendors may set up booths*
7:45 a.m. Committee Meetings
8:00 a.m. City Attorneys Association Seminar
8:30 a.m. Opening General Session
9:00 a.m. *The Stories of Our Hometowns*
Special presentation by staff of the Montana Historical Society
10:00 a.m. Break
10:30 a.m. *Making Wastewater Regulations Work*
Tina Laidlaw, EPA Region 8 Nutrient Coordinator
Tracy Stone-Manning, Director, Department of Environmental Quality
Dave Mumford, Billings Public Works Director
Amanda McInnis, HDR Engineering, Missoula
11:15 a.m. CONCURRENT SESSIONS
Montana Economic Forecast
Patrick Barkey, Director, Bureau of Business & Economic Research, UM
Moving Ahead with the Affordable Care Act
Jesse Laslovich, Chief Legal Counsel, State Auditor Office
Amber Ireland, EB Program Development Specialist, MMIA
Adam Shafer, Deputy Commissioner, FAO Office, State Auditor Office
12:15 noon LUNCHEON
Urban & Community Forestry Excellence Awards (tentative)
1:15 p.m. SPECIAL GUEST SPEAKER
Governor Steve Bullock
2:15 p.m. *Managing the Impacts of Energy Development*
Shawn Kessel, City Manager, Dickinson, North Dakota
Mayor Clayton Hornung, Baker

	Mayor Jerry Jimison, Glendive
	Mayor Jay Dunckel, Choteau
	<i>Revisions to the Community Transportation Enhancement Program</i>
	Michael Wherley, CTEP Engineer, Department of Transportation
3:15 p.m.	Break
3:30 p.m.	CONCURRENT SESSIONS
	<i>Employee Relations, Open Meetings and Public Participation</i>
	John Andrew, Department of Labor & Industry
	Jeff Hindoien, City Attorney, Helena
	<i>CTEP, CTAP, Main Street and Community Development</i>
	Michael Wherley, CTEP Engineer, Department of Transportation
	Kelly Lynch, Administrator, Community Development Division
	Mayor Larry Bonderud, Shelby
4:15 p.m.	<i>Main Street Montana Project - A New Direction in Economic Development</i>
	John Rogers, Chief of Economic Development, Governor's Office
6:30 p.m.	Social Hour (Colonial Hotel)
7:30 p.m.	ANNUAL BANQUET (Colonial Hotel)
Friday, October 11	
7:30 a.m.	INSPIRATIONAL BREAKFAST (Colonial Hotel)
8:00 a.m.	City Attorneys Association Seminar
8:15 a.m.	MLCT Annual Business Meeting
9:00 a.m.	MMIA Annual Business Meeting
9:45 a.m.	SPECIAL GUEST SPEAKER
	Mike Kadas, Director, Department of Revenue
10:30 a.m.	Break
11:00 a.m.	<i>What Happened in the 2013 Legislature</i>
	Senator Jon Sesso, Butte
	Representative Rob Cook, Conrad
12:00 Noon	LUNCHEON
	Prizes, Awards and Drawings