

# Town of West Yellowstone

Town Council Work Session

Tuesday, October 29, 2013

Povah Community Center

10 S Geysler Street, West Yellowstone, Montana

6:30 PM

## Agenda

### Public Comment Period/Council Comments

Yellowstone Historic Center Office Location

Discussion

Signage for new Town Hall

Discussion

Resolution No. 538, Downtown Improvement District Responsibilities

Discussion

**The Public is invited to attend, no action will be taken.**



## **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 20<sup>th</sup> 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*

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Mayor  
Town of West Yellowstone

Date

*Rawhide Johnson by Certificate*

*3/6/12*

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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.

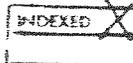


IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

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. Mc

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.

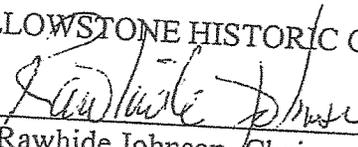
4. Paragraph 19 of the Lease Agreement is amended to read as follows:

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.

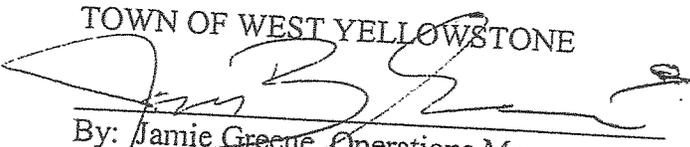
5. Except for the amendments specifically recited above, all other terms, conditions and provisions of the original Lease Agreement shall remain in effect as originally written.

DATED the day and year first written above.

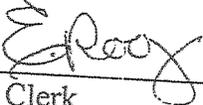
YELLOWSTONE HISTORIC CENTER, INC.

  
By: Rawhide Johnson, Chairman

TOWN OF WEST YELLOWSTONE

  
By: Jamie Greene, Operations Manager

ATTEST:

  
Town Clerk



## LEASE AGREEMENT

THIS AMENDED LEASE AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 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 is the owner of the building and premises described below and wishes to lease office space therein: and

WHEREAS, the YHC maintains an office and storage space in the Union Pacific Dining Lodge building; and

WHEREAS, the Lease Agreement between the YHC and the Town dated \_\_\_\_\_, 20\_\_, for the Union Pacific Depot building indicates that the Town shall provide office space to the YHC; 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 Town and YHC desire to enter into an agreement that sets forth their respective rights and obligations regarding the premises and provision of services therein.

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

1) Description of Premises. The Town hereby demises and leases to YHC the premises presently known as the UNION PACIFIC DINING LODGE (UPDL) located at \_\_\_\_\_ West Yellowstone, Montana, and more particularly the Town leases only the office space described as \_\_\_\_\_ located at this address, together with all improvements in the real property (hereafter “the premises”). The Town and YHC agree that access to restroom facilities nearest the leased office space is included in the agreement.

2) Use of Premises. The premises leased to YHC shall be used exclusively for activities associated with the operation of a business office for the YHC, for storage of archival files, and storage of equipment and items related to the provision of services to renters of the UPDL for events and activities.

3) Term of Lease. The term of this Lease Agreement shall be ten (10) months, commencing on December 1, 2013 and terminating on September 30, 2014. The Agreement shall renew automatically for consecutive one (1) year terms for a maximum of five (5) years unless the Town or YHC exercise their respective rights to terminate the Agreement in accordance with Section 4 below.

4) Termination. This Agreement may be terminated by written notice given by either the Town or YHC to the other party on any date in such notice stated, not less, however, than 120 days subsequent to the date on which such notice shall be given. Said notice may be given to YHC by serving YHC personally or by posting a copy thereof on the outside of any door in any building upon the leased premises or by mailing said notice, postage prepaid, to YHC at the last address known to the Town. Said notice may be given to the Town by mailing the same, postage prepaid, to the Town Offices.

5) Rental Payments. YHC shall pay the Town a rental amount of Five Hundred Dollars (\$500.00) per month beginning on December 1, 2013 and payable on the same day of each month thereafter until expiration or termination of the lease. Payments shall be made to the Town at 10 S. Faithful (P.O. Box 1570), West Yellowstone, Montana 59758. The Town reserves the right to amend the rental payment on an annual basis.

6) Definition of "Capital Improvement" and "Maintenance and Repair." As more generally described below, the Town is responsible for the cost of any capital improvement to the premises, while YHC is responsible for maintenance and repair of the premises. The term "capital improvement" means any permanent alteration or modification to the premises that (i) substantially increases its value, (ii) substantially prolongs its life, or (iii) adapts it to an entirely new use. In the event of a dispute between the parties concerning the definition of "capital improvement," the parties shall look to Section 263(a) of the Internal Revenue Code for guidance, including regulations, IRS interpretations or court cases construing this section. Any alteration, modification or other work of any kind performed on the premises, that does not constitute a "capital improvement" qualifies as "maintenance or repair."

7) Capital Improvements. The Town is solely responsible for the cost of capital improvements to the premises. The Town will consult with YHCP concerning necessary or desired capital improvements on the premises; however, any modification or alteration to the premises is subject to the Town's discretion and written prior approval. The Town shall make every effort to provide for continuous operation during any capital improvement construction, including, if necessary, assistance in relocating operations to alternate facilities.

8) Maintenance and Repair. As a general principle, maintenance and repair of the leased premises is the sole responsibility of YHC, except that the following items will be performed by or at the sole expense of the Town: maintenance of lawns and landscaping. YHC

shall remove snow and otherwise maintain the walkway to the entrance of the premises.

9) Utilities. The Town shall be solely responsible for public or private utility services of any kind furnished to the premises during the term of this lease, not including any telecommunication services. The Town shall promptly pay all billing statements or accounts for utility services furnished to the leased premises.

10) Independent Contractor. YHC shall at all times remain an independent contractor when performing activities of whatever kind in the leased premises. All persons working at the facility or elsewhere in YHC's operations are solely employees of YHC, and not the Town.

11) 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 it deems appropriate. YHC shall maintain its own casualty insurance for fire or other standard peril on the personal property and leasehold improvements contained in the premises.

12) Liability Insurance. Both parties shall maintain liability insurance for bodily injury and property damage involving the leased premises or the operations thereon. The Town shall maintain liability insurance in accordance with Montana statutory limits on municipal liability, presently the amount of \$750,000.00 per person and \$1,500,000.00 per occurrence; YHC shall maintain comprehensive general liability insurance in an amount of no less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence. To the extent practical, each party will name the other party as an additional insured on its respective liability policy; in addition, each party will provide the other party with a certificate or other document evidencing purchase of the required casualty and liability insurance.

13) Mutual Indemnification. To the fullest extent permitted by law, YHC agrees to indemnify and hold the Town harmless, and the Town agrees to indemnify and hold YHC harmless, for any claim, damage, loss, attorney's fees or expense of any kind incurred by or asserted against one party and arising from the negligence or action of the other party.

14) Assignment or Sublease. YHC may not assign any of its rights or obligations under this lease, nor may YHC sublease all or any portion of the leased premises, without the prior written approval of the Town. Because of the nature of this lease and the unique relationship between the Town and YHC, the Town may withhold approval for assignment or sublease for any reason it deems appropriate.

15) Unlawful Activity or Nuisance. YHC shall neither use nor occupy the leased premises in any manner that violates federal, state or local law or regulation. YHC shall not use the leased premises in any manner that constitutes a public or private nuisance.

16) Improvements. All improvements to the leasehold premises, whether paid for by

the Town or YHC, shall become the sole property of the Town upon the expiration or termination of this lease. All improvements made to the premises must be reviewed and approved by the Town prior to installation. All personal property owned or purchased by YHC that is not permanently affixed to the premises shall remain YHC's property upon expiration or termination of this lease.

17) Annual Review. The Town and YHC shall meet on a regular basis but at least annually to review the lease agreement and propose modifications. Modifications to the agreement may be made at any time by mutual agreement of the parties.

18) Default or Breach. The following events shall constitute a default or breach of this agreement by YHC:

- (a) If YHC fails to pay rent when due;
  - (b) If YHC assigns or attempts to assign all or any portion of this agreement without the prior written permission of the Town;
  - (c) If YHC sublets or attempts to sublet all or any portion of the leased premises without the prior written permission of the Town;
  - (d) If YHC vacates or abandons the leased premises;
  - (e) If YHC causes a construction lien or any other lien to be placed on the premises;
- or
- (f) If YHC fails to comply with any material condition or provision of this lease.

If YHC is in default of this lease as described above, then the Town must provide written notice of the alleged default and, if appropriate, explain how the default can be cured. If YHC has not cured the default within thirty (30) days of mailing the written notice, then the Town may terminate this lease in accordance with Section 4. Exercise of its termination rights does not preclude the Town from pursuing any other right or remedy it may have under law or this agreement, including the right to contract with another party to lease the premises.

19) Notice. Any default or other notice required or permitted by this agreement must be served on either party in writing either by first-class mail or in person at the respective addresses set forth at the beginning of this agreement. Either party may also use this notice procedure to inform the other of a change of address.

20) Right of Entry. YHC shall permit the Town, its agents or employees to enter the leased premises at all reasonable or necessary times to inspect the premises, to perform work thereon, or to conduct any other activity that is reasonably related to the Town's interest in the premises. When no emergency exists that requires immediate entry, the Town shall make a reasonable effort to provide YHC with oral or written notice at least 24 hours before entry.

21) Warranty of Condition/Inspection. The Town makes no express or implied

warranty or representation concerning the existing condition of the leased premises. Prior to December 1, 2013, the Town and YHC will conduct a joint inspection of the office space noting existing damage. Upon completion of the joint inspection of the leased premises, YHC agrees to accept the premises in their present condition and state of repair.

22) Venue and Attorney's Fees. Venue for any litigation between the parties shall be proper only in Gallatin County, Montana. In the event of litigation between the Town and YHC, the prevailing party shall be entitled to all its reasonable costs and attorney's fees incurred during the litigation, both in the trial court and on appeal.

23) Governing Law. This Agreement shall be governed by Montana law.

24) Entire Agreement. This document is the entire agreement between the parties and shall supersede all prior oral or written agreements or understandings. If the parties mutually desire to amend or modify this agreement, then such amendment or modification must be in writing and be signed by an appropriate representative of each party.

25) Successors. This Agreement shall bind YHC's heirs, successors and assigns.

DATED the day and year first above written.

YELLOWSTONE HISTORIC CENTER, INC.

\_\_\_\_\_  
By: Rawhide Johnson, Chairman

TOWN OF WEST YELLOWSTONE

\_\_\_\_\_  
By: Rebecca Guay, Operations Manager

ATTEST:

\_\_\_\_\_  
Elizabeth Roos, Town Clerk

STATE OF MONTANA     )  
  : ss.  
County of Gallatin     )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by Rebecca Guay, as operations manager of the Town of West Yellowstone.

( S E A L )

\_\_\_\_\_  
NOTARY PUBLIC for the State of Montana  
Printed Name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF MONTANA     )  
  : ss.  
County of Gallatin     )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by Rawhide Johnson, as Chairman for the Board for the Yellowstone Historic Center, Inc.

( S E A L )

\_\_\_\_\_  
NOTARY PUBLIC for the State of Montana  
Printed Name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

RESOLUTION NO. 538

**A RESOLUTION ESTABLISHING A BOARD TO OVERSEE THE DOWNTOWN IMPROVEMENT DISTRICT (DID) AND PROVIDING FOR THE BOARD'S ADOPTION OF POLICIES AND PROCEDURES**

WHEREAS, The Charter for the Town of West Yellowstone authorizes the Mayor, with the consent of the Town Council, to appoint boards, commissions, or committees as deemed necessary; and

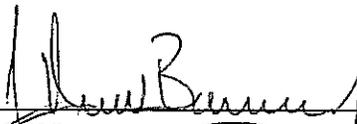
WHEREAS, the Town Council desires to develop a strategic plan for the downtown commercial area and to address specific issues including interior park development, parking issues, beautification, a sign ordinance, and tree planting; and

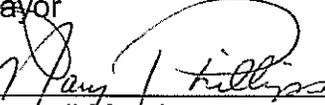
WHEREAS, the Town Council wishes to proceed with establishment of the DID advisory board and set general guidelines for its operation.

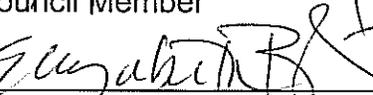
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WEST YELLOWSTONE AS FOLLOWS:

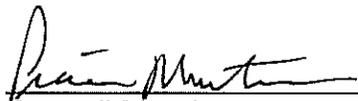
1. The town council hereby establishes a board to develop a strategic plan for the downtown commercial area and specifically address issues including interior park development, parking issues, beautification, a sign ordinance, and tree planting.
2. The board shall be composed initially of seven persons and one Town Council Member. The town council may increase or decrease the size of the board by subsequent resolution.

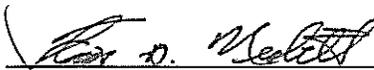
PASSED BY THE TOWN COUNCIL this 19 day of August, 2008.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Council Member

  
\_\_\_\_\_  
Council Member

  
\_\_\_\_\_  
Council Member

  
\_\_\_\_\_  
Council Member

ATTEST:

By:   
\_\_\_\_\_