

Town of West Yellowstone

Tuesday, April 8, 2014

West Yellowstone Town Hall, 440 Yellowstone Avenue

Town Council Meeting

7:00 PM

TOWN COUNCIL MEETING AGENDA

Pledge of Allegiance

Purchase Orders

Treasurer's Report

Claims ∞

Consent Agenda: **March 18, 2014 Town Council Meeting** ∞

Business License Applications

- Andrew Gromiller and the Organically Grown Band ∞
- Basic Computer Troubleshooting & Setup ∞
- Montana Turtle ∞

Advisory Board Report(s)

Operations Manager & Department Head Reports

Assignments Report

Council Comments

Public Comment Period

NEW BUSINESS

Application to Maintain an Encroachment, Ski Shed at Trailhead Building ∞

Discussion/Action

West Yellowstone Community Concert Series 2014 (Music in the Park) ∞

- Outside Amplification Permit
- Resolution No. 646, Exempt Concert Area from Public Drinking Prohibition
- Special Event Permit, Sale of Performing Artist CDs after shows

Discussion/Action

Discussion/Action

Discussion/Action

Professional Services Agreement with All Secure, Inc. ∞

Discussion/Action

Correspondence/FYI

- Canyon Street Project Schedule ∞
- Preliminary Health Insurance Rate Indication ∞
- Letter to Mary Erickson, Forest Supervisor ∞

Meeting Reminders



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

Public Hearing/Public Meeting

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

Oral Communication

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

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

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

General Town Council Meeting Information

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

* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$							Cash
Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account		
39776	2546 Century Link QCC	26.69								
	03/23/14 long dist chg	22.29		FINADM	1000 410510	345		101000		
	03/23/14 access fee/sm bus plan/tax	4.40		finadm	1000 410510	345		101000		
39777	2575 WY Tourism Business Improvement	11,972.71								
	04/01/14 March 2014 collections	11,972.71		TBID	2102 411800	540		101000		
39778	2551 Thyssenkrupp Elevator Corp	376.04								
	3001002467 04/01/14 elevator maint-Povah	376.04*		POVAH	1000 411255	350		101000		
39780	2673 First Bankcard	1,105.31								
	02/26/14 RACO Indust, barcodes	276.00*		LIB	2220 460100	220		101000		
	03/04/14 Stalker Radar, refund	-62.00		POLICE	1000 420100	220		101000		
	03/11/14 USPS, stamps	147.00		FINADM	1000 410510	311		101000		
	03/11/14 USPS, stamps	49.00		SOCSEER	1000 450135	311		101000		
	03/13/14 Constant Contact, email serv	126.00		REC	1000 460440	220		101000		
	03/14/14 Tactical Medical, supplies	266.72		POLICE	1000 420100	220		101000		
	03/17/14 USPS, shipping	36.15		SEWER	5310 430670	311		101000		
	03/19/14 Rubber Stamp Shop, notary	41.44		FINADM	1000 410510	220		101000		
	03/26/14 MSU Northern-tuition H20 schoo	450.00		WATER	5210 430500	380		101000		
	03/26/14 MSU Northern-tuition H20 schoo	-225.00		WATER	5210 430500	380		101000		
39782	1273 Montana Security and	61.50								
	41212 04/01/14 monitoring UPDL	61.50		UPDL	1000 411252	357		101000		
39785	2789 WEX Bank	8,519.35								
	04/01/14 07 Ford Expedition 6-54563A	216.12		SS	1000 450135	231		101000		
	04/01/14 06 Dodge Durango 6-1374	115.77		POLICE	1000 430200	231		101000		
	04/01/14 10 Ford Crown Vic 6-34157A	304.63		POLICE	1000 430200	231		101000		
	04/01/14 08 Ford Crown Vic 6-1437	191.37		POLICE	1000 430200	231		101000		
	04/01/14 10 Ford Expedition 6-000046	315.33		POLICE	1000 430200	231		101000		
	04/01/14 11 Ford Expedition 6-21425A	384.45		POLICE	1000 430200	231		101000		
	04/01/14 77 Intl Dumptruck	0.00		STREET	1000 430200	231		101000		
	04/01/14 78 Chevy Dumptruck	0.00		STREET	1000 430200	231		101000		
	04/01/14 78 Autocar Dumptruck	0.00		STREET	1000 430200	231		101000		
	04/01/14 85 Ford Dumptruck	0.00		STREET	1000 430200	231		101000		
	04/01/14 140 G Grader	1,123.64		STREET	1000 430200	231		101000		
	04/01/14 CAT 936 Loader	1,153.16		STREET	1000 430200	231		101000		
	04/01/14 91 Ford Pickup	0.00		STREET	1000 430200	231		101000		
	04/01/14 95 Mobile Sweeper	0.00		STREET	1000 430200	231		101000		
	04/01/14 97 Athey Sweeper	0.00		STREET	1000 430200	231		101000		
	04/01/14 99 SS Snowblower	1,234.97		STREET	1000 430200	231		101000		
	04/01/14 00 Freightliner Dump 6-60700A	328.99		STREET	1000 430200	231		101000		
	04/01/14 Snowmobile	0.00		STREET	1000 420100	231		101000		
	04/01/14 02 Freightliner Dump 6-54564A	571.14		STREET	1000 430200	231		101000		
	04/01/14 08 Ford Pickup 6-1450	421.85		STREET	1000 430200	231		101000		

* ... Over spent expenditure

Claim	Vendor #/Name/ Check Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	04/01/14 08 GMC Pickup 6-1484	190.81		STREET	1000 430200	231	101000
	04/01/14 08 CAT 938H Loader	1,217.21		STREET	1000 430200	231	101000
	04/01/14 08 904B MiniLoader	460.42		STREET	1000 430200	231	101000
	04/01/14 YNP Truck #1	0.00		STREET	1000 430200	231	101000
	04/01/14 YNP Truck #2	0.00		STREET	1000 430200	231	101000
	04/01/14 08 Ford Escape (multi-use)	34.21		DISPAT	1000 430200	231	101000
	04/01/14 14 Police Interceptor	255.60		POLICE	1000 420100	231	101000
	04/01/14 rebate	-0.32		PARKS	1000 430200	231	101000
39787	1514 Verizon Wireless	768.04					
	03/20/14 640-0512, Parks	31.65		PARKS	1000 460430	345	101000
	03/20/14 640-1103, Operator	31.65*		STREET	1000 430200	345	101000
	03/20/14 640-1438 Soc Services	31.65		SOCSER	1000 450135	345	101000
	03/20/14 640-1460 Dispatch	31.65		POLICE	1000 420110	345	101000
	03/20/14 640-1461, Facilities Tech, SP	61.65*		STREET	1000 430200	345	101000
	03/20/14 new phone	49.99			1000 430200	220	101000
	03/20/14 640-1462, Operator, SP	61.65*		STREET	1000 430200	345	101000
	03/20/14 640-1463, Deputy PSS, SP	61.65*		STREET	1000 430200	345	101000
	03/20/14 640-1472, Ops Mgr, SP	61.65*		ADMIN	1000 410210	345	101000
	03/20/14 Rec 640-1676, SP	61.65		REC	1000 460440	345	101000
	03/20/14 PD Chief 640-1754	31.65		POLICE	1000 420110	345	101000
	03/20/14 PD 640-1755	31.65		POLICE	1000 420110	345	101000
	03/20/14 PD 640-1756	31.65		POLICE	1000 420110	345	101000
	03/20/14 PD 640-1757	31.65		POLICE	1000 420110	345	101000
	03/20/14 PD 640-1758	31.65		POLICE	1000 420110	345	101000
	03/20/14 PD 640-1759	31.65		POLICE	1000 420110	345	101000
	03/20/14 640-7547, Facilities Tech	31.65		PARKS	1000 460430	345	101000
	03/20/14 640-9074, PSS, SP	61.65*		BLDINS	1000 420531	345	101000
39788	42 Fall River Electric	6,598.21					
	03/13/14 UPDH 4212041 elec service	474.79		UPDH	1000 411252	341	101000
	03/13/14 POLICE 4212008 elec service	381.07		POLICE	1000 411258	341	101000
	03/13/14 shop 4212018 elec service	440.98		STREET	1000 430200	341	101000
	03/13/14 ANIMAL 4212029 elec serv	113.66		ANIMAL	1000 440600	341	101000
	03/13/14 PARK 4212032 Elec ser	218.24*		PARK	1000 411253	341	101000
	03/13/14 PARK 2901001 elec serv	144.24*		PARK	1000 411253	341	101000
	03/13/14 CLORINATOR 4212030 elec serv	70.64		WATER	5210 430500	341	101000
	03/13/14 MAD ADD WATER 4212017	40.39		WATER	5210 430500	341	101000
	03/13/14 PUMP 4212005 elec serv	120.55		WATER	5210 430500	341	101000
	03/13/14 SEWER LIFT STATION 4212006	208.36		SEWER	5310 430600	341	101000
	03/13/14 SEWER PLANT 4212007 elec ser	629.11		SEWER	5310 430600	341	101000
	03/13/14 MAD SEWER LIFT 4212014 elec	163.95		SEWER	5310 430600	341	101000
	03/13/14 SEWER TREAT SERV 4212046 ele	1,013.40		SEWER	5310 430600	341	101000
	03/13/14 library 23 dunraven 4212054	113.71		LIBRY	2220 460120	341	101000
	03/13/14 povah comm ctr 4212001	503.97		POVAH	1000 411255	341	101000
	03/13/14 unmetered lights 4212004	1,451.25		STLITE	1000 430263	341	101000
	03/13/14 Town Hall 4212009	379.97		TWNHAL	1000 411250	341	101000

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Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	03/13/14	Ice Rink	421010	129.93		PARKS	1000 460430	366	101000
39789		95 Energy West-Montana		2,543.78					
	03/28/14	nat gas - 62211 - updh		110.00		UPDH	1000 411252	344	101000
	03/28/14	nat gas - 62017 - police sta.		21.30		POLICE	1000 411258	344	101000
	03/28/14	nat gas - 12204-pub.svcs		29.55		STREET	1000 430200	344	101000
	03/28/14	nat gas - 62214- old firehall		18.00		PARK	1000 460430	344	101000
	03/28/14	nat gas - 01603 - Bldg. Dept.		124.68*		INSPET	1000 420531	344	101000
	03/28/14	nat gas - 61962 - library		272.09		LIBRAR	2220 460120	344	101000
	03/28/14	nat gas - 07154 - Povah Ctr.		499.49		POVAH	1000 411255	344	101000
	03/28/14	nat gas - 62207 - pub svcs		700.22		PUBSVC	1000 430200	344	101000
	03/28/14	nat gas -17279 -Town Hall		737.25*		TWNHAL	1000 411250	344	101000
	03/28/14	nat gas -17569-Sewer Lift		31.20		SEWER	5310 430600	344	101000
39791		2088 Town West Yellowstone		425.15					
	04/01/14	utility chrgs, Chamber, 895		30.74		BLDGS	1000 411257	340	101000
	04/01/14	utility chrgs, UPDL, 892		51.36		BLDGS	1000 411252	340	101000
	04/01/14	utility chrgs, PS Shops, 884		23.74		BLDGS	1000 411253	340	101000
	04/01/14	utility chrgs. Povah Ctr, 887		47.33		BLDGS	1000 411255	340	101000
	04/01/14	utility chrgs, Police Dept,886		30.53		BLDGS	1000 411258	340	101000
	04/01/14	utility chrgs, City Park, 885		120.11		BLDGS	1000 411253	340	101000
	04/01/14	utility chrgs, Library, 891		23.94		LIBRAR	2220 460120	340	101000
	04/01/14	utility chrgs, Lift #1, 903		10.15		SEWER	5310 430600	340	101000
	04/01/14	utility chrgs, Twn Hall, 921		87.25		TWNHAL	1000 411250	340	101000
39792		2716 CenturyLink		2,947.51					
expect		to see significant credits from USBI long distance on next bill, er							
	03/19/14	DSL Povah, 646-7982		56.25		POVAH	1000 411255	345	101000
	03/19/14	DSL Fire/Town Hall 646-7962		7.25*		STREET	1000 411254	345	101000
	03/19/14	DSL Library, 646-7953		77.20*		LIBRAR	2220 460100	345	101000
	03/19/14	DLS Police 646-0231		71.25		POLICE	1000 420110	345	101000
	03/19/14	DSL Sod Serv 646-7951		7.25		SOCSER	1000 450135	345	101000
	03/19/14	DSL Pub Serv Office 646-7949		71.25*		BLDINS	1000 430200	345	101000
	03/19/14	Sewer Treat 646-9027		38.34*		STREET	5310 430600	345	101000
	03/19/14	Sewer lift 646-5141		37.70*		SEWER	5310 430600	345	101000
	03/19/14	Fire Call Box 646-7273		-21.13*		FIRE	1000 411254	345	101000
	03/19/14	PCC Elevator 646-7481		41.74		POVAH	1000 411255	345	101000
	03/19/14	Centrex Finance - 20%		263.14		FINADM	1000 410510	345	101000
	03/19/14	Centrex, Police-20%		263.14		POLICE	1000 420110	345	101000
	03/19/14	Centrex, Soc Ser -10%		131.57		SOCSER	1000 450135	345	101000
	03/19/14	Centrex, Court - 10%		131.57*		COURT	1000 410360	345	101000
	03/19/14	Centrex, Bld Ins - 10%		131.57*		BLDINS	1000 430200	345	101000
	03/19/14	Centrex, Street - 10%		131.57*		STREET	1000 430200	345	101000
	03/19/14	Centrex, PCC - 10%		131.57		POVAH	1000 411255	345	101000
	03/19/14	Centrex, Lib		131.55*		COURT	2220 460100	345	101000
	03/19/14	E911 Viper 646-5170		98.67		E911	2850 420750	345	101000
	03/19/14	E911 255-9710		996.14		E911	2850 420750	345	101000

* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
	03/19/14 E911 255-9712	31.76		E911	2850	420750	345	101000	
	03/19/14 Alarm Lines, 646-5185	118.16		TWNHAL	1000	411250	345	101000	
39793	2823 STAPLES Credit Plan	2,519.47							
	03/11/14 office supplies	405.88		DISPAT	1000	420160	220	101000	
	03/11/14 office supplies	167.87		JAIL	1000	420230	220	101000	
	03/11/14 office supplies	59.38		HELP	7010	450135	220	101000	
	03/11/14 office supplies	202.28		SOCSEK	1000	450135	220	101000	
	03/11/14 office supplies	725.23*		LIB	2220	460100	220	101000	
	03/11/14 office supplies	257.71		FINADM	1000	410510	220	101000	
	03/11/14 office supplies	22.58		POLICE	1000	420100	220	101000	
	03/11/14 new TC chairs	467.45		LEGIS	1000	410100	212	101000	
	03/11/14 office supplies	211.09		COURT	1000	410360	220	101000	
39794	1311 Teton Communications	6,225.39							
	126206 03/03/14 2 new PCs + software	5,983.00		911	2850	420750	945	101000	
	126248 03/06/14 battery + radio accessory	242.39		POLICE	1000	420100	220	101000	
39795	2853 Two Seasons Recycling	600.00							
	WY1468 03/29/14 recycling-March 2014	600.00*		PARKS	1000	460430	534	101000	
39796	65 Tractor & Equipment Co	344.75							
	03/31/14 parts	8.70		STREET	1000	430200	369	101000	
42CS0412209									
	03/14/14 parts	146.75		STREET	1000	430200	369	101000	
42CS0412019									
	03/13/14 parts	34.64		STREET	1000	430200	369	101000	
B LCS0563954									
	03/26/14 parts	154.66		STREET	1000	430200	369	101000	
42CS0412146									
39797	162 House of Clean	768.08							
	111055 02/05/14 custodial supplies	51.14		PARKS	1000	460430	220	101000	
	114760 04/02/14 vacuum + bags	716.94		PARKS	1000	460430	220	101000	
39798	2421 NAPA Auto Parts	3,194.72							
	03/31/14 automotive supplies	3,184.73		STREET	1000	430200	369	101000	
	03/31/14 automotive supplies	9.99		POLICE	1000	420100	361	101000	
39799	135 Food Roundup	19.98							
	04/01/14 supplies	19.98		STREET	1000	430200	220	101000	

* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
39800	1454 Big Sky Publishing	496.27							
1061646	03/30/14 911 Dispatch super Ad	340.06		ADMIN	1000 410210	327		101000	
1065865	03/28/14 Lib Temp Ad	156.21		ADMIN	1000 410210	327		101000	
39801	40 Jerry's Enterprises	205.16							
02/25/14	return	-9.99		STREET	1000 430200	220		101000	
03/25/14	supplies	158.18		STREET	1000 430200	231		101000	
03/25/14	supplies	49.98		DISPAT	1000 420160	220		101000	
03/25/14	supplies	6.99		DISPAT	1000 420160	220		101000	
39802	951 Barnes & Noble	851.34							
2757388	02/27/14 books	176.73		LIB	2220 460100	215		101000	
2757389	02/27/14 books	260.47		LIB	2220 460100	215		101000	
2767991	03/17/14 books	250.92		LIB	2220 460100	215		101000	
2768055	03/17/14 books	132.94		LIB	2220 460100	215		101000	
2769807	03/19/14 books	30.28		LIB	2220 460100	215		101000	
39803	2099 Quick Print of West Yellowstone	38.06							
4908	04/02/14 fold utility bills (800)	10.00		WATER	5210 430570	220		101000	
4908	04/02/14 fold utility bills (800)	10.00		SEWER	5310 430670	220		101000	
4894	03/24/14 Fed Ex, MTDOJ	18.06		POLICE	1000 420230	220		101000	
39804	489 MSE ANALYTICAL LABORATORY	207.00							
140365	03/26/17 water samples	207.00		WATER	5210 430500	357		101000	
39805	2586 Waxie Sanitary Supply	187.81							
74496027	03/21/14 supplies	187.81		PARKS	1000 460430	220		101000	
39806	2855 Basic Computer Troubleshooting &	175.00							
2	03/18/14 IT support	140.00		POLICE	1000 420160	357		101000	
3	03/18/14 IT support	35.00		FINADM	1000 410510	356		101000	
39807	73 Westmart Building Center	373.89							
03/27/14	supplies	251.43		STREET	1000 430200	220		101000	
03/27/14	supplies	3.60		SEWER	5310 430600	220		101000	
03/27/14	supplies	50.69*		LIB	2220 460100	220		101000	
03/27/14	supplies	18.96		POVAH	1000 411255	220		101000	
03/27/14	supplies	49.21		PARKS	1000 460430	220		101000	
39808	2837 Sheri Holtzen	12.00							
03/28/14	reimb lunch, district mtg BZN	12.00		FINADM	1000 410510	370		101000	

04/04/14
15:57:51

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 4/14

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Report ID: AP100

* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
39809		1912 APT US&C		145.00					
	03/18/14	membership, Gospodarek		145.00		FINADM	1000 410510	335	101000
39810		2854 Kenco Security and Technology		159.00					
	1119000 04/01/14	fire alarm monitoring-TH		159.00		TWNHAL	1000 411250	357	101000
39811		1331 West Yellowstone Foundation		1,000.00					
	03/12/14	2014 Ice Fish Tourney, balance		1,000.00		MAP	2101 410130	398	101000
39812		1756 State Bar of Montana		395.00					
	03/01/14	membership, Brandis		395.00		COURT	1000 410360	335	101000
39813		1372 MONTANA SUPREME COURT		300.00					
	03/18/14	conference regis, spring 14 co		300.00		COURT	1000 410360	370	101000
39814		1622 CNA Surety		1,000.00					
	69515109 03/14/14	treasurer bond, Gospodarek		1,000.00		FINADM	1000 410510	520	101000
39815		146 Morrison-Maierle, Inc		142.50					
	17936 03/18/14	set up backup agent, new compu		142.50		FINADM	1000 410510	356	101000
39816		2356 Applied Concepts, Inc.		110.00					
	248814 02/17/14	power cable		110.00		POLICE	1000 420100	220	101000
39817		2851 Amatics CPA Group		1,500.00					
	27270 02/28/14	FY 2013 Audit, balance		1,500.00		FINADM	1000 410530	353	101000
39818		2377 Kathleen Brandis		124.00					
	03/18/14	reimb travel, spring conf 14		124.00		COURT	1000 410360	370	101000
39819		2852 Fremont Communications		300.00					
	159831 03/15/14	fiber optic, Town Hall		300.00		TWNHAL	1000 411250	345	101000
39820		2507 Silvertip Pharmacy		67.88					
	030814/01 03/07/14	Rx		10.60		HELP	7010 450135	351	101000
	022614/01 02/26/14	Rx		57.28		HELP	7010 450135	351	101000
39821		2481 Platt		260.10					
	B999201 03/27/14	supplies		260.10		TWNHAL	1000 411250	220	101000
39822		2635 Jake's Automotive and Tire		146.37					
	9828 01/22/14	flat repair		59.95		STREET	1000 430200	369	101000
	10004 02/28/14	flat repair, tube		86.42		STREET	1000 430200	369	101000

04/04/14
15:57:51

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 4/14

Page: 7 of 8
Report ID: AP100

* ... Over spent expenditure

Claim	Vendor #/Name/ Check Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
39823	533 Market Place 04/01/14 supplies	5.98 5.98		REC	1000 460440	220	101000
39824	2673 First Bankcard 03/21/14 Comfort Suites, Helena 03/24/14 Find It Parts, parts 03/24/14 Industrial Sales & Serv,trolle 03/26/14 Home Depot, filters	1,680.88 128.33 127.09 850.00* 575.46		SEWER STREET SEWER TWNHAL	5310 430600 1000 430200 5310 430600 1000 411250	370 369 369 220	101000 101000 101000 101000
39825	2201 Grizzly Internet, Inc. 1404198 03/31/14 IT support 1404198 03/31/14 Fee for printed invoice	62.50 60.00 2.50		LIB LIB	2220 460100 2220 460100	216 216	101000 101000
	# of Claims 44	Total: 58,962.42					
		58,962.42					

WEST YELLOWSTONE TOWN COUNCIL
Town Council Meeting
March 18, 2014

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

OTHERS PRESENT: Operations Manager Becky Guay, Finance Director Lanie Gospodarek, Chief of Police Gordon Berger, Public Services Superintendent James Patterson, Social Services Director Jack Dittmann, Officer Brian McCoy, Grace McCoy, Grace's Mother, Joyce Hanna, Corinne Fagerburg, Benny McCracken, Kurtis Holtzen, David Arnado, Sandi Peppler, Brenda Martin, Clint Humphries, Tom Cherhoniak, Salle Engelhardt, Doc Deconotour, Patsy Deconotour, Randy Wakefield, Kathy Arnado, Jessyca Arnado, Malea Burke-WY News Editor

The meeting is called to order by Mayor Brad Schmier 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#6659 to Teton Communications to purchase a voice recorder plus installation for \$21,000. (Johnson, Costello) Forsythe is opposed.
- 2) Motion carried to approve the claims which total \$86,491.37. (Johnson, Parker) Forsythe abstains from #39766.
- 3) Motion carried to approve the Consent Agenda, which includes the minutes of the March 4, 2014 Town Council Meeting and March 11, 2014 Work Session, as amended. (Johnson, Parker)
- 4) Motion carried to approve the new business license application for Yellowstone Aerial Adventures, LLC to operate an aerial adventure and zipline park. (Costello, Parker)
- 5) Motion carried to approve the Application to Maintain an Encroachment made by School District No. 69 to allow a driveway across the interior park of Block 5, contingent upon the passage of the school addition bond that will be on the May ballot. (Johnson, Parker)
- 6) Motion carried to approve Policy #44, a policy on Council Member contact with the Town Attorney. (Costello, Parker)
- 7) Motion carried to accept Recommendation #1 from the clothing bank committee, the recommendation to relocate the clothing bank to the Town Hall and staff it with volunteers. (Costello, Parker)
- 8) Motion carried to approve the presented letter with the recommended changes be sent to Mary Erickson indicating the Town's intent proceed with the appraisal of the 80 acres of Forest Service land. (Costello, Forsythe)
- 9) Motion carried to approve Resolution No. 646, a utility write-off resolution in the amount of \$88.75. (Costello, Johnson)

Council Comments

Council Member Cole Parker asks questions about the anticipated road construction project on Canyon Street this summer. Guay answers that there is going to be a project this summer, last they were notified the State was expecting to start and finish the project before the tourist season gets in full swing. Johnson explains that they are going to resurface the street and re-stripe. Parker also questions whether the Town can impose a penalty if the project is not finished on time. Guay responds that they cannot as they will be working in their own right-of-way. Mayor

Schmier requests an update on the project and anticipated start date at the next meeting. Mayor Schmier thanks the Public Services Department for their hard work in handling the spring “break-up” when the streets melted off last week. He also thanks all the employees that worked on and supported the recent snowmobile Expo.

Public Comment Period

Clint Humphries introduces himself to the Council. He explains that he operates the tire testing and safety course on Forest Service property (commonly known as the Old Airport) west of Town. He explains that his current permit with the Forest Service allows him to operate through 2017. The course he currently operates on is partially contained within the parcel that the Town is considering purchasing from the Forest Service. He says that he is in discussion with the Forest Service about relocating/reconfiguring the course, but that is uncertain. He asks the Council to not forget about his operation and points out that they employ three individuals from the community and support the snowmobile expo every year. Humphries also distributes some information about the operation.

DISCUSSION

- 4) Forsythe asks about the parking for the park and how they will accommodate buses. Johnson points out that the current parking ordinance does not account for bus parking so buses will just have to park on the allotted parking spaces. The Council briefly discusses the plans for the new park.
- 5) Public Services Superintendent James Patterson explains that the Planning Board met and discussed the encroachment application from the West Yellowstone School to create a driveway across the interior park of Block 5. Patterson explains that the board recommended increasing the driveway from 30’ to 47’ to allow access by larger vehicles. Parker explains that the recommendation from the board is to approve the encroachment application contingent upon passing of the school bond. If the bond does not pass, the encroachment will not be valid.
- 6) The Council discusses the policy, revised since the last meeting. Johnson questions whether the policy should include language to provide guidance for the Mayor or Deputy Mayor as to how to determine when it is appropriate to contact the attorney. The Council considers that idea but no changes are made to the policy.
- 7) Salle Engelhardt addresses the Council and states that as a member of the Ad Hoc Committee that put together the two recommendations, she prefers the recommendation that would locate the clothing bank on rented property and staffed by volunteers. The Council agrees to discuss the recommendations prior to making a motion. Johnson, as the Council Member that served on the committee, briefly describes the two recommendations that came out of the committee meetings. The first recommendation is to locate the clothing bank in the Town Hall, run by volunteers, majority of items stored in the basement and transported up and down the stairs. The second recommendation is that the Town provide (rent/purchase/build) a location for a clothing bank and it is run by an outside entity such as an Inter-faith Council or advisory board. Johnson says that he was asked by Costello which recommendation was preferred by the committee. Johnson says he doesn’t think he can answer without sharing his personal opinion, but he does think that since the clothing bank must be moved out of the Baptist Church by April 1 that they need to move it back into the Town Hall at least for the short-term. Costello asks if the committee feels like there are adequate volunteers to operate the clothing bank. Johnson answers that they did. Costello asks about hours of operation. Johnson explains that when the Town operated it, it was open whenever Social Services was open. Since it has been relocated to the Baptist Church it has been open one morning and one afternoon/evening per week. The Council asks questions about the recommendations. Baptist Minister Benny McCracken points out that the majority of the work involved with the clothing bank is the receiving and sorting of the items that are collected. The Council agrees that the daily procedures will have to be worked out by those that are operating it.

Kathi Arnado says she has concerns about disposal, Volunteer Grace McCoy is currently disposing of 45 to 60 bags of items per month by hauling them to Bozeman. Johnson says that he would like to thank the committee for the work they put into this issue. He encourages the committee to write down any other ideas and recommendations they have about the project and submit to the Town.

- 8) Schmier explains that the letter prepared by Guay which was included in the packet is an indication to the Forest Service that the Town would like to proceed on the appraisal of the 80 acres. Johnson adds that he thinks they would be remiss to pass on this opportunity. He says that this letter indicates the Town is ready to move forward with the appraisal to find out what the property will cost. Costello asks some questions about the second paragraph of the letter. After discussion, the Council agrees to edit that paragraph and Guay indicates she will make those changes before sending the letter.
- A) **Operations Manager/Department Head Reports:** Public Services Superintendent James Patterson explains that he recently met with Town Engineer Dick Dyer about testing the nitrate plume in the vicinity of the sewer lagoon. He explains that they will be testing the movement of that plume on a monthly basis but so far the tests have come back favorably. Operations Manager Becky Guay reports on current issues: **Police Officer Hiring Process** – The Police Commission has individually scored the applications and will be selecting candidates to interview in the near future. **Head Dispatcher Hiring Process** – Applications are due in by April 1, 2014. **911 Advisory Board** – We have received responses from the following agencies: Montana Highway Patrol – Captain Art Collins or Sgt. Marvin Reddick, Gallatin County Sheriff’s Dept. – Sheriff Brian Gootkin or representative, U.S.D.A. Forest Service – Patrol Captain Nate Card, Hebgen Basin Fire District – Chief Scott Waldon or Ass’t. Chief Shane Grube, Fish, Wildlife & Parks – Warden Jim Smolczynski, Yellowstone National Park – West District Ranger Tara Ross, MT Dept. of Transportation - Bozeman Division Maintenance Chief Kyle DeMars or Bozeman Division Maintenance Superintendent Bill Stecker. The Chief will be calling a meeting of the Board in the near future. **Protective Custody Policy and Procedure** – Chief Berger is working to secure an agreement with a private security firm in Bozeman to provide security in the event that the police department transports a person in Protective Custody to Bozeman for evaluation by a Mental Health Professional. The City of Bozeman also uses a private security firm to monitor persons in protective custody. **Labor/Management Committee** – The Social Services Director has completed a draft of a Safety Program for office staff that will be distributed to Department Heads for review and comment. **2014 EXPO** – Public Services and Police Department personnel assisted with preparation and operations of the EXPO. **Town Hall** – Dick Anderson has hired a company to monitor the temperature of the attic and roof with infrared probes to try and identify the source of the roof leakage.

The meeting is adjourned. (8:30 PM)

Mayor

ATTEST:

Town Clerk

Town of West Yellowstone Business License Application

Business Name: Andrew Gromiller and the Organically Grown Band (or "Andrew Gromiller Band")
 Applicant: Andrew Gromiller
 Contact Person: Andrew Gromiller
 Mailing Address: P.O. Box 215
 Physical Address of Business: Povah Center 10 Geyser & Union Pacific Dining Lodge 209 Yellowstone Ave. West Yellowstone MT 59758
 Phone Number: 1-406-682-5249 Fax Number: 1-406-682-5249 (call first before sending)
 Email Address: 2gromie@3rivers.net Website: www.andrewgromiller.com

Signature of Property Owner of Record: _____

Subdivision: _____

Block: _____ Lot: _____

Zoning District, please mark one:

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

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

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

I will be following all the standard guidelines set forth by The Povah Center & Union Pacific Dining Hall for Commercial Events.

It is my understanding that the commercial event guidelines by The Povah Center & Union Pacific Dining Hall for Commercial Events have been made in accordance with all West Yellowstone laws. I will be selling tickets for my event. \$10 or more depending on the venue and time of year each performance is held.

POVAH CENTER 4-10-14 7pm-10pm & Tentative DATE - POVAH 5-8-14
~~UNION PACIFIC DINING LODGE~~ 6-5-14 & 7-3-14 & 8-21-14 & 8-22-14

Business License Fee: \$50.⁰⁰
 Resort Tax Bond: \$500.⁰⁰

Andrew Gromiller
 Signature of Applicant

Total Amount Due: \$550.⁰⁰

Signature of Applicant _____
3/10/14
 Date

FOR OFFICE USE ONLY				
Date Approved by Town Council: _____				
Date <u>3/19/14</u>	Check # <u>929</u>	Amount \$ <u>550</u>	License # _____	
SCN _____	BLP _____	STX _____	BLC _____	RDX _____

Adopted
2-21-12 TC
AK

TOWN OF WEST YELLOWSTONE, MONTANA

Policy No. 24: Procedures for the Use of the Union Pacific Dining Lodge and the Povah Community Center

Policy for Use: The Town of West Yellowstone is the owner of both the Union Pacific Dining Lodge (UPDL) and the Povah Community Center (PCC) and rental of both facilities is authorized by the Town Council under the following conditions:

- 1) The facilities will not be rented to any person, corporation, or entity for the sole or express purpose of establishing short or long term retail operations. The only retail operations that will be permitted in either facility are those that are ancillary to other functions booked into the buildings, e.g., commemorative shirts or souvenirs related to an event being held in the buildings.
- 2) For trade shows, wholesale bookings will be permitted for merchandise not being retailed on the premises, e.g., a snowmobile manufacturer displaying new models and accessory items and soliciting orders for those items at a dealer convention.
- 3) Craft shows, fairs, or antique shows no longer than three days in duration.
- 4) Community functions such as town meetings, funerals, graduations, weddings, family reunions, revivals, and other similar events.
- 5) Concerts and conventions.

All prospective events may be reviewed to assure they meet the community standards as determined by the Town Council.

Conditions for Use:

- 1) The buildings will be available for the uses set down above at a rate schedule approved, and updated from time to time, by the Town Council. At no time will any portion or section of the UPDL be made available rent free without the prior consent of the Town Council.
- 2) The buildings are made available in as-is condition. The buildings will be provided to the renter in a clean and usable condition. The buildings will be returned to the Town in the same condition. A damage inventory and equipment inventory will be taken as part of the rental agreement and acknowledged by both the Town and the renter. The renter will pay a security deposit as required in the adopted rate schedule.
- 3) Each renter agrees to provide proof of commercial general liability insurance for the duration of the use of the rented premises. Such proof shall be a certificate of insurance listing the Town of West Yellowstone as an additional insured with combined limits of liability for \$1.5M aggregate and \$750,000 per occurrence. Proof of insurance shall be provided at the time of execution of the rental agreement. These insurance requirements shall be waived for renters described under section number four of the preceding paragraph. However, the Town reserves the right to pursue any third parties for any bodily injury or for property damage to either the UPDL or the PCC.

- 4) Setting up and taking down chairs, tables, exhibit booths, or any other items associated with the staging of any event is the responsibility of the renter and not the Town.
- 5) The renter shall promptly report any damage to equipment or buildings that occurs during their use of the facilities. If, after investigation, it is determined that the damage was the result of use or abuse by the renter, the renter will be held responsible for the cost of all repairs and/or replacements. Repairs and/or replacements will be made to the satisfaction of the Town. Users of the UPDL or PCC will pay all costs associated with additional services required beyond those provided by the Town.

Security Deposit Policy for the Union Pacific Dining Lodge: Deposits on reservations for the UPDL secure the reservation date and indemnify the town against losses from damage to the facility or its contents, failure of the renter to clean properly after the event, or the loss of opportunity to rent to another client should the renter cancel the reservation. Reservations cancelled more than 180 days prior to the reservation date will receive a full deposit refund. Reservations cancelled 180 to 90 days prior to the reservation will receive a 50% refund. Reservations cancelled 89 to 60 days prior to the reservation will receive a 25 % refund. Reservations cancelled less than 60 days prior to the reservation will not receive a refund. The cost of any damage or necessary cleaning after the event will be deducted from the deposit and the remainder will be refunded. Cleaning and repair services will be billed at a minimum rate of \$75 per hour. The renter will be billed for damages exceeding the amount of the deposit. The Town reserves the right to deny the rental of the Union Pacific Dining Lodge.

Security Deposit Policy for the Povah Community Center: Deposits on reservations for the PCC secure the reservation date and indemnify the town against losses from damage to the facility or its contents, failure of the renter to clean properly after the event, or the loss of opportunity to rent to another client should the renter cancel the reservation. Reservations cancelled more than 90 days prior to the reservation date will receive a full deposit refund. Reservations cancelled 90 to 45 days prior to the reservation will receive a 50% refund. Reservations cancelled 44 to 30 days prior to the reservation will receive a 25 % refund. Reservations cancelled less than 30 days prior to the reservation will not receive a refund. The cost of any damage or necessary cleaning after the event will be deducted from the deposit and the remainder will be refunded. Cleaning and repair services will be billed at a minimum rate of \$75 per hour. The renter will be billed for damages exceeding the amount of the deposit. The Town reserves the right to deny the rental of the Povah Center.

Rates Established: The Town Council will adopt a rate schedule for both the UPDL and the PCC. The rate schedules will be updated on an as needed basis. Each rate schedule will include two tiers, one for commercial events and one for community events.

Tier 1 rates will apply to commercial events. Commercial events are defined as events in which the renting entity intends to make a profit through the sale of goods or services or charges an admission fee to the attendees. This does not include charitable events in which the proceeds, after expenses, go entirely to support a charitable cause.

Tier 2 rates are applied to community events. Community events are defined as events in which the renting entity intends to celebrate, inform, inspire or entertain the attendees without charge. These events may be private or public. Charitable events in which the proceeds, after expenses, go entirely to support a charitable cause are considered community events.

The rate schedules are incorporated into this policy by reference.

Authorization for Operations Manager: The Operations Manager, or his designee, will be considered the manager of the UPDL and the PCC and he/she is authorized by the Council to manage the facilities on their behalf. Management responsibilities include scheduling the use of the buildings, collecting rents and deposits, transmitting those funds to the Finance Director, entering into agreements with renters, supervising custodial care and maintenance of the buildings, and securing such services as may be required to assure that the buildings are maintained in usable condition. The Operations Manager will make recommendations to the Council with regard to rental fee increases and capital expenditures that may be required for maintenance and upkeep of the buildings. The Operations Manager will also assure that any structural work performed on the UPDL is in accordance with the historic covenants and preservations easements that exist for the building.

Revised: February 2012

UNION PACIFIC DINING LODGE RENTAL RATE SCHEDULE

FACILITY OVERVIEW

Mammoth Room: 120' x 55', 6600 square feet, with large stone fireplace at west end. This room seats 400 classroom style, 450 for a banquet, and 650 for a reception.

Firehole Room: 30' x 55', 1650 square feet, with large stone fireplace on each end. This room seats 125 classroom style, 150 for a banquet, and 170 for a reception.

Kitchen: Equipped with large grills, ovens, walk-in cooler, preparation counters, sinks, hot water heater, dishwasher, china and flatware.

TIER 1 RATE SCHEDULE – COMMERCIAL EVENTS

Commercial events are defined as events in which the renting entity intends to make a profit through the sale of goods or services or charges an admission fee to the attendees. This does not include charitable events in which the proceeds, after expenses, go entirely to support a charitable cause.

Mammoth Room, Firehole Room and Kitchen: \$720.00 per 24-hour period.

Firehole Room Only: \$200.00 per 24-hour period.

Security Deposit: \$500.00. Secures the building for the event, covers any unpaid rent, fees, and any costs associated with additional services including cleaning. Deposit will be refunded if renter has no outstanding fees, rent, or additional service costs.

TIER 2 RATE SCHEDULE – COMMUNITY EVENTS

Community events are defined as events in which the renting entity intends to celebrate, inform, inspire or entertain the attendees without charge. These events may be private or public. Charitable events in which the proceeds, after expenses, go entirely to support a charitable cause are considered community events.

Mammoth Room, Firehole Room and Kitchen: \$300.00 per 24-hour period.

Firehole Room Only: \$100.00 per 24-hour period.

Security Deposit: \$350.00. Secures the building for the event, covers any unpaid rent, fees, and any costs associated with additional services including cleaning. Deposit will be refunded if renter has no outstanding fees, rent, or additional service costs.

SCHOOL DISTRICT 69

No rental charge. Security deposit: \$250.00.

ADDITIONAL CHARGES AND REQUIREMENTS

Additional Charges: Lost keys: \$250.00 each

Additional Requirements: Certificates of insurance, caterer's licenses, and special permits, if applicable, are due 14 days prior to event.

CHECK-IN, CHECK-OUT / SET-UP, TEAR-DOWN

24-hour rental period begins at noon and ends at noon the following day. The building is not rented by the hour. The Firehole room can be rented separately, but when the Mammoth Room is rented, the Firehole Room must also be rented because that is where the entrances to the building are located.

Reservation times are inclusive to the decorating, caterers, and anyone else involved in your event that will need to have access to the building prior to your event. Please consider this when reserving your times. Staff will monitor the facility during regular office hours M-F, 8:00 AM - 5:00 PM.

Revised: November, 2011

POVAH COMMUNITY CENTER RENTAL RATE SCHEDULE

FACILITY OVERVIEW

Dining Room (1300sq. ft., seats 90, holds 260 for receptions)

Conference Room (224 sq. ft., seats 15)

Kitchen (NOT AVAILABLE ON WEDNESDAYS OR FRIDAYS DURING SENIOR LUNCH)

COMMUNITY USE

The Town would like to encourage the use of the Povah Community Center by the citizens of West Yellowstone. Community based groups that are conducting meetings or holding events at which NO fundraising takes place and which are generally open to the public will be allowed to use the Community Center free of charge. Community based groups include but are not limited to: School District 69, the Senior Citizens, the Boy Scouts, the Cub Scouts, the Girl Scouts, the Brownies, the United Women, the West Yellowstone Foundation, the West Yellowstone Ski Education Foundation, the Yellowstone Historic Center, the Hebgen Basin Fire Department, Big Brothers/Big Sisters, the West Yellowstone Chamber of Commerce, the Rendezvous Race, West Yellowstone Search and Rescue and all town advisory boards. For clarification as to whether your group qualifies to use the Povah Center free of charge, contact the Recreation Director at 406-646-7715.

TIER 1 RATE SCHEDULE – COMMERCIAL EVENTS

Commercial events are defined as events in which the renting entity intends to make a profit through the sale of goods or services or charges an admission fee to the attendees. This does not include charitable events in which the proceeds, after expenses, go entirely to support a charitable cause.

Dining Room and Kitchen

Monday-Sunday (Exception: Wednesday and Friday Senior Lunch)

- \$500, 24 hour rental (12 noon to 12 noon)
- \$400, 12 hour rental

Conference Room

Monday - Sunday

- \$150/day
- \$25/hour

Security Deposit: \$500.00. Secures the building for the event, covers any unpaid rent, fees, and any costs associated with additional services including cleaning. Deposit will be refunded if renter has no outstanding fees, rent, or additional service costs.

TIER 2 RATE SCHEDULE – COMMUNITY EVENTS

Community events are defined as events in which the renting entity intends to celebrate, inform, inspire or entertain the attendees without charge. These events may be private or public. Charitable events in which the proceeds, after expenses, go entirely to support a charitable cause are considered community events.

Dining Room and Kitchen

Monday-Sunday (**Exception: Wednesday and Friday Senior Lunch**)

- \$250, 24 hour rental (12 noon to 12 noon)
- \$200, 12 hour rental

Conference Room

Monday - Sunday

- \$75/day
- \$20/hour

Security Deposit: \$350.00. Secures the building for the event, covers any unpaid rent, fees, and any costs associated with additional services including cleaning. Deposit will be refunded if renter has no outstanding fees, rent, or additional service costs.

SCHOOL DISTRICT 69

No rental charge. Security deposit: \$350.00.

ADDITIONAL CHARGES AND REQUIREMENTS

Additional Charges: Lost keys: \$250.00 each

Additional Requirements: Certificates of insurance, caterer's licenses, and special permits, if applicable, are due 14 days prior to event.

CHECK-IN, CHECK-OUT / SET-UP, TEAR-DOWN

24-hour rental period begins at noon and ends at noon the following day.

Reservation times are inclusive to the decorating, caterers, and anyone else involved in your event that will need to have access to the building prior to your event. Please consider this when reserving your times. Staff will monitor the facility during regular office hours M-F, 8:00 AM - 5:00 PM.

Revised: February 2012

Town of West Yellowstone Business License Application

Business Name: Basic Computer Troubleshooting & Setup
Applicant: Donald Holtzen
Contact Person: Same
Mailing Address: PO Box 1701
Physical Address of Business: Mobile (520 Cascade)
Phone Number: 406-641-0748 Fax Number: _____
Email Address: _____ Website: _____

Signature of Property Owner of Record: [Signature]

Subdivision: Mad Add
Block: M9 Lot: _____

Zoning District, please mark one:

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

- New Business Transfer of Ownership
 Change of Location Name Change

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

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

Computer setup - basic troubleshooting

Business License Fee: \$ 50.00
Resort Tax Bond: \$

[Signature]
Signature of Applicant

Total Amount Due: \$ 50.00

Signature of Applicant
3/5/14
Date

FOR OFFICE USE ONLY				
Date Approved by Town Council: _____				
Date <u>3/5/14</u>	Check # <u>1015</u>	Amount \$ <u>50.00</u>	License # <u>540</u>	
SCN _____	BLP _____	STX _____	BLC _____	RDX _____

Town of West Yellowstone Business License Application

Business Name: Montana Turtle
 Applicant: Joshua S. Klaus "Turtle"
 Contact Person: Turtle
 Mailing Address: PO Box 814
 Physical Address of Business: 518 Madison Ave
 Phone Number: 406 640 0220 Fax Number: —
 Email Address: montanaturtle@live.com Website: montanaturtle.com

Signature of Property Owner of Record: Wurtis Hyfen

Subdivision: OLD TOWN
 Block: 23 Lot: 2

Zoning District, please mark one:

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

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

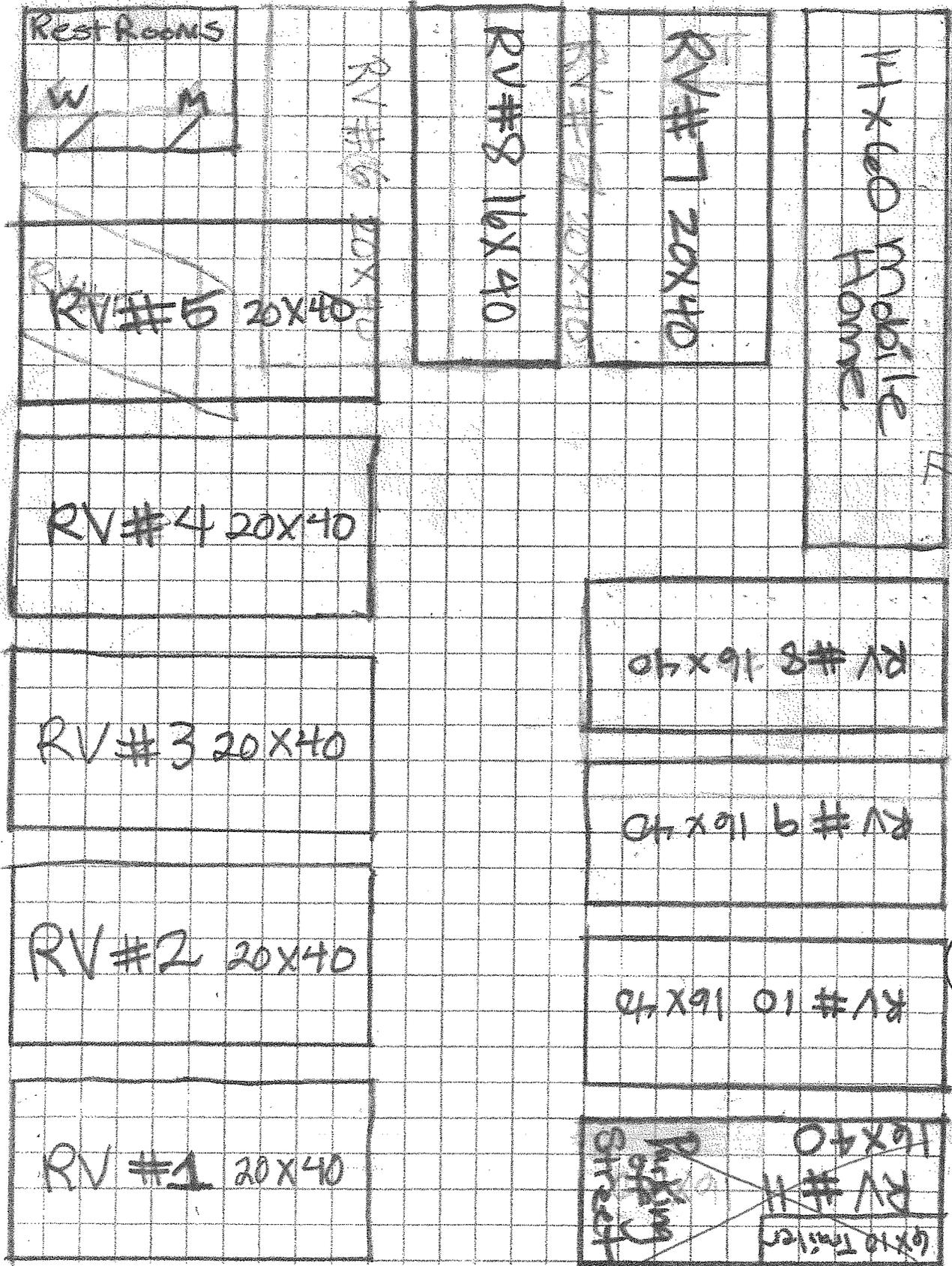
Type of Business Please explain in detail the following: number of units, seating capacity, etc. Contractors should list trailers and equipment and where these items will be stored.

Jeweler/Engraver Home based No foot traffic
online/mail order
Seeking to acquire an FFH Federal Fire Arms License to provide Engraving Services. ATF Agency requires State and local compliance

Business License Fee: \$ 50.00
 Resort Tax Bond: \$ NA (Non-recreational labor) Signature of Applicant [Signature]

Total Amount Due: \$ 50.00 Signature of Applicant _____
 Date _____

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



T=Tra

Place of Business

STREET → 518 (Madison) Ave.

~~business will be here.~~

APPLICATION TO MAINTAIN AN ENCROACHMENT

Town of West Yellowstone
Gallatin County, Montana

DATE: 04/02/2014

APPLICANT: WYSEF/After School Ski Program/Chamber of Commerce

ADDRESS: P.O. Box 956, West Yellowstone, MT 59758

PHONE: 617-697-6126

INTEREST IN PROPERTY: Leasee

OWNER OF RECORD'S SIGNATURE:

1. LEGAL DESCRIPTION:

Subdivision: Old Town

Block: 29

Lot: 1

Zoning District Number: B-3

2. Please describe specifically the construction and size of the proposed encroachment. On the reverse of this application, please provide a sketch of the proposed encroachment. WYSEF and the After School Ski Program requests permission to place a shed on the east side of the Rendezvous Ski Trails Trail Head Building in order to store the equipment needed for the students. The structure would be no larger than 12' x 10' and would be placed on non-permanent cement footing at the east end of the southern patio.

Melinda Dow for WYSEF

Signature of Applicant

April 2, 2014

DATE

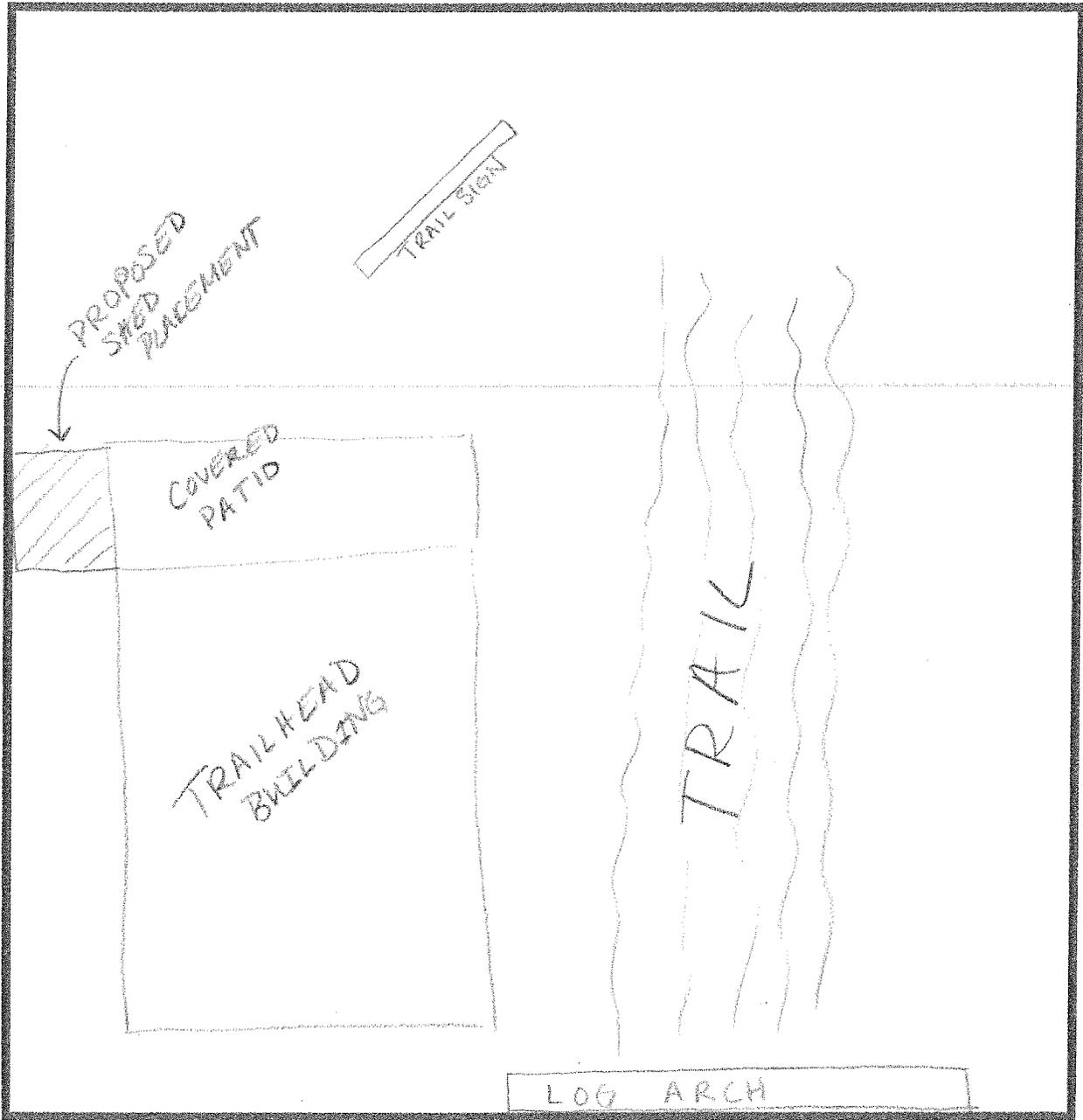
For Office Use Only:

DECISION BY TOWN COUNCIL

Approved Disapproved

Mayor/Operations Manager

DATE



PLEASE INDICATE DIRECTION

OBSIDIAN AVE

March 20, 2014

Dear West Yellowstone Town Council,

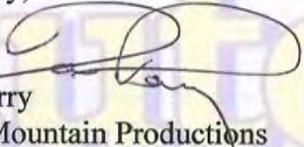
Black Mountain Productions is planning to host a series of concerts in Pioneer Park again during the summer of 2014. The dates for the concerts are: July 4th, possibly July 5th, July 19th, and August 9th with a possibly aug 16 or 23rd.

We would like to make the following requests of the Council:

- 1) In accordance with section 8.16.020 of the West Yellowstone Municipal Code, we would like the Council to approve our application for outside amplification during each of the concerts listed above.
- 2) Black Mountain Productions would like to allow the consumption of alcoholic beverages in the concert area (see attached diagram) of Pioneer Park one hour prior to the start of each show, during each show and one hour after each show. Therefore, we are applying to the town council for an exemption to section 9.12.020 of the West Yellowstone Municipal Code. Specifically, we are asking that the Town Council pass a resolution to exempt the concert area of Pioneer Park from the prohibition on public display or public drinking of alcoholic beverages contained in section 9.12.020 of the West Yellowstone Municipal Code on the dates specified above. We do not want to sell alcohol and we do not plan on advertising that open containers will be allowed.
- 3) Finally, we would like to allow the bands that perform in the concerts to sell their CD's during and after their shows. In accordance with section 5.20.030 of the West Yellowstone Municipal Code, we would also like to ask the Council to grant permission to allow us to sell CD's in the Park during the concerts listed above.

Thank you for your consideration and please contact me if you have any questions.

Sincerely,



Don Perry
Black Mountain Productions

Confirmed shows with contracts so far for this summer.

- *July 4th Adam Ezra Group - 2013 New England Award Winner, Band of the Year.
- *July 19th Randy McAllister - Grammy Nominee
- *Aug 9th The Bus Driver Tour - local band from Livingstone Mt & Knoxville, Tn.

Application for Outside Amplification Permit
Town of West Yellowstone
Gallatin County, Montana

Event: West Yellowstone Community Concert Series
(Music in the Park)

Contact Person: Don Ferry

Address of Contact Person: 20 Mooseberg

Phone Number: 406 640 0136

Signature of Property Owner of Record: _____

Date(s) of Event: July 4th^{5th}, July 19, Aug 9, 16, 23

Location: Parkman Park, West Yellowstone

Amplification between the hours of: 5:00 AM/PM and 10 AM/PM

Description of Event: Music in the Park is a
free event for all ages - Relax & mingle
with your friends & neighbors while listening to a
concert

[Signature]
Signature of Applicant

3/20/14
Date

FOR OFFICE USE ONLY

Decision by Town Council: Approved Disapproved

Conditions: _____

Signature of Mayor/Operations Manager: _____

_____ Date

Resolution No. 646

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WEST
YELLOWSTONE, MONTANA TO EXEMPT THE CONCERT AREA
OF PIONEER PARK FROM SECTION 9.12.020 OF THE WEST
YELLOWSTONE MUNICIPAL CODE, PUBLIC DRINKING PROHIBITED,
FOR THE MUSIC IN THE PARK EVENTS
DURING THE SUMMER OF 2014**

WHEREAS, the Town Council of the Town of West Yellowstone desires to support and encourage events that bring visitors to the Town; and

WHEREAS, Black Mountain Productions will be hosting a series of concerts in Pioneer Park during the summer of 2014; and

WHEREAS, the Black Mountain Productions desires to allow the consumption of alcoholic beverages in the designated concert area one hour prior to the start of each show, during each show, and one hour after each show;

WHEREAS, in accordance with Section 9.12.020, Part B of the West Yellowstone Municipal Code, the Town Council may exempt a specific area of a public place where an event or activity will be held from the prohibition on public display or public drinking of alcoholic beverages;

NOW THEREFORE BE IT RESOLVED THAT the Town Council of the Town of West Yellowstone, County of Gallatin, State of Montana, grants an exemption to Black Mountain Productions from the Public Drinking Prohibition effective one hour prior to the start of each show, during each show, and one hour after each show that is part of the Music in the Park series during the summer season of 2014.

**PASSED AND ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF
WEST YELLOWSTONE THIS 8th DAY OF APRIL, 2014.**

Mayor

Council Member

Council Member

Council Member

Council Member

ATTEST:

Town Clerk

Pioneer Park concert area diagram



Automotive

SPECIAL EVENT PERMIT APPLICATION

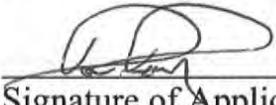
Town of West Yellowstone
Gallatin County, Montana

Event: West Yellowstone Community Concert Series (Coustic in the Park)
 Sponsor Organization: Black mtn Productions
 Sponsor Address: 600 Moose Run
 Contact Person: Don Penny
 Contact Phone: 406 640 0136 Fax: _____
 E-mail Address: YellowstoneInteractive@Yahoo.com
 Date(s) of Event: July 4th, July 5, 19th, Aug 9, Aug 18 on 23.
 Location of Event: McQueen Park, West Yellowstone

Respond to all sections either on the applicable sheets, or attach sheets as needed. A complete application should be submitted a minimum of 4 weeks prior to the event.

- A. Event detail: Use the attached sheet to describe your event in detail and any special accommodations you are requesting from the Town.
- B. Site Plan: Detail the physical layout of your event on the attached site plan and return with the application.
- C. Liability Insurance: Please provide a copy of the event's liability insurance naming the Town of West Yellowstone as additionally insured. Liability insurance coverage shall be in the minimum amounts of \$750,000 per claimant/\$1,500,000 per occurrence and include alcohol liability, if applicable. The Operations Manager may grant exception to these limits based on general public health, safety and welfare associated with the request for exception, as well as the liability risk and the applicant's ability to pay.

Application Fee: \$ 25.00
 Administration Fee: \$ _____
 Total Due: \$ _____

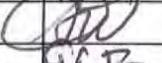
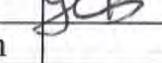


 Signature of Applicant

 3/20/14

 Date

FOR OFFICE USE ONLY

Department	Initials	Date	Comments
Pub Services		4/1/14	
Fire		4/13/14	
Police		4/3/14	
Administration			

Notes/Conditions: _____

Approved

Denied

 Town Clerk

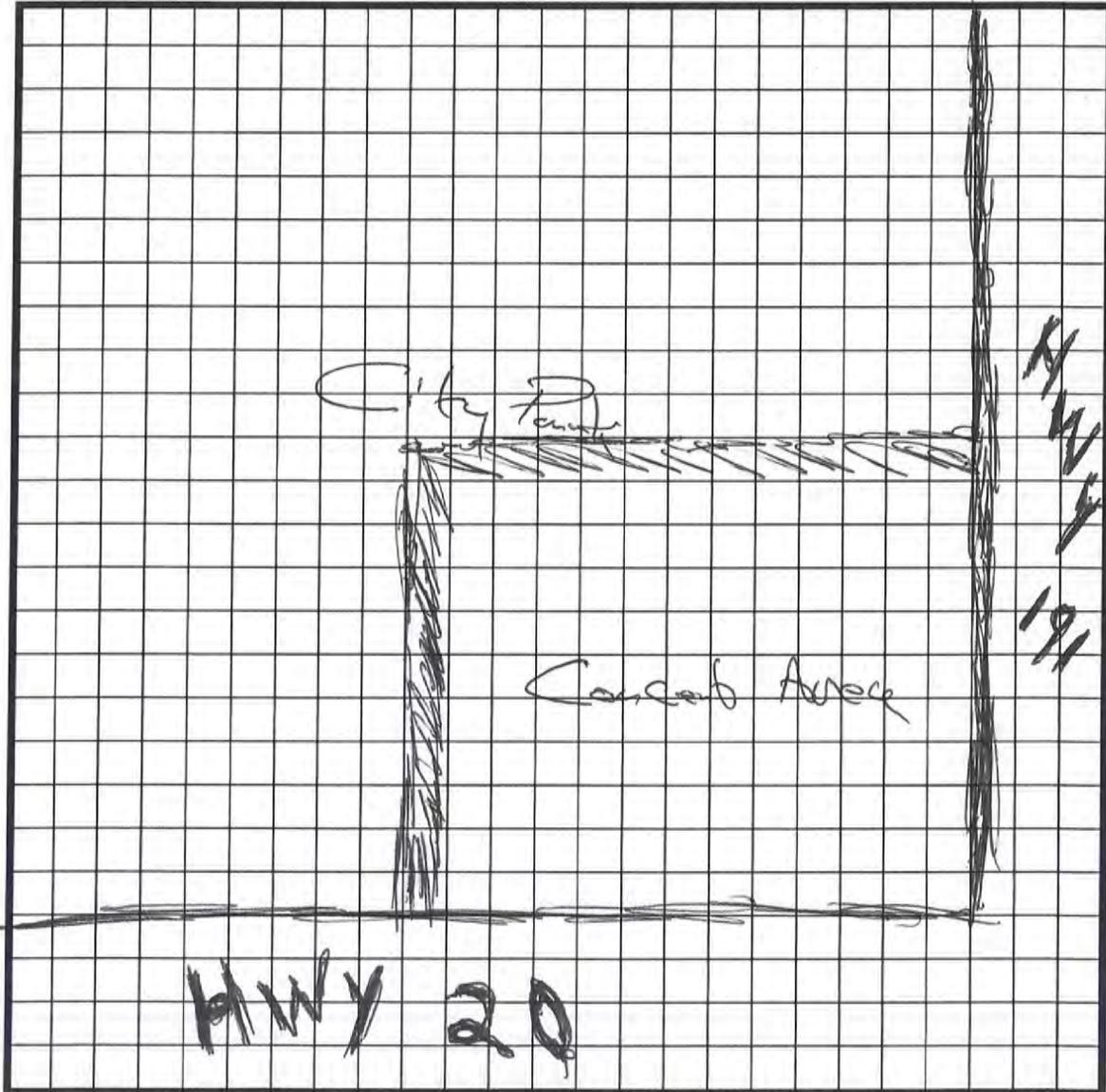
 Date

SPECIAL EVENT PERMIT APPLICATION

Town of West Yellowstone
Gallatin County, Montana

Site Plan

Event: Music in the Park
West Yellowstone Community Concert Series



Please indicate direction

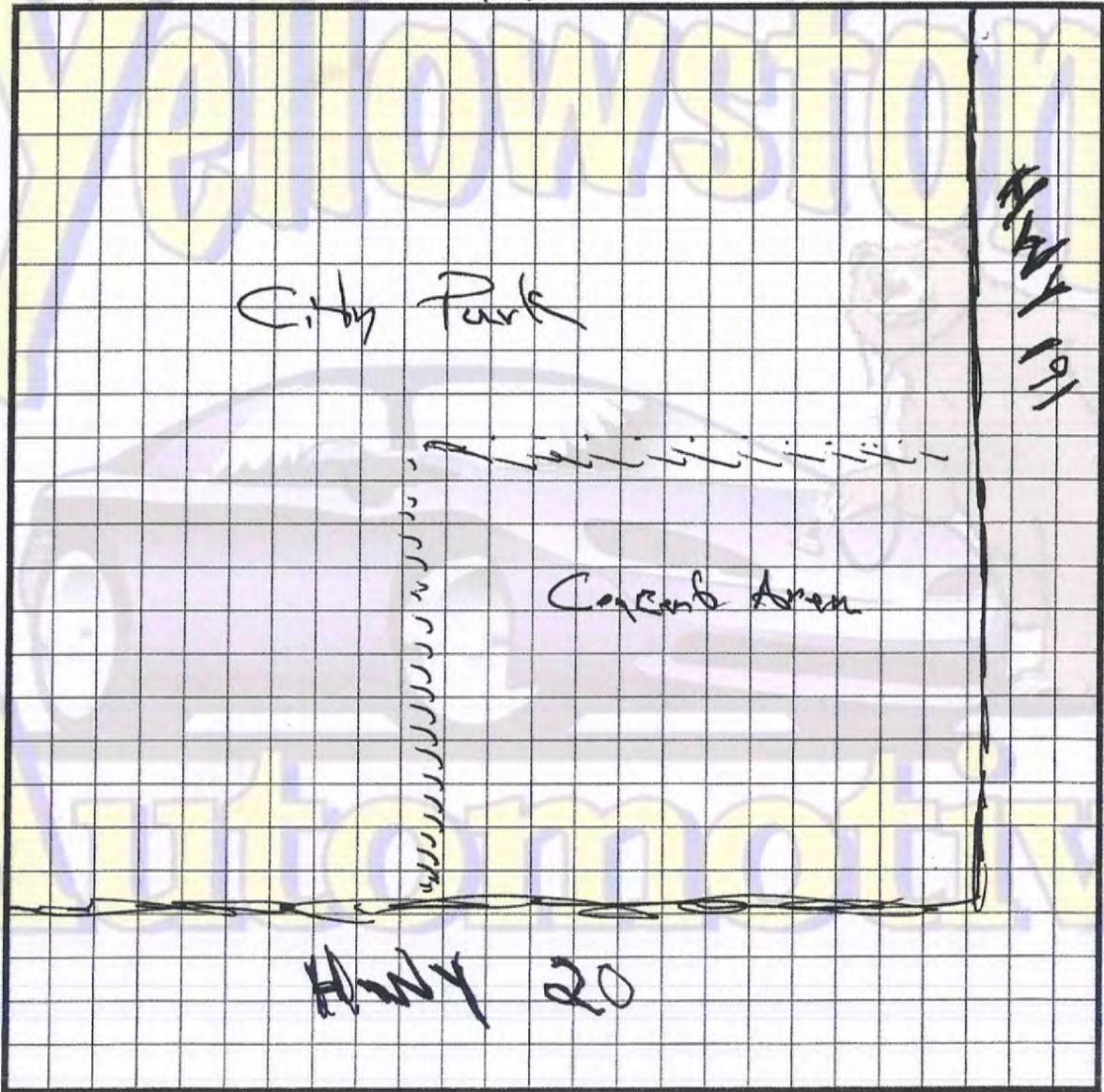
SPECIAL EVENT PERMIT APPLICATION

Town of West Yellowstone
Gallatin County, Montana

Site Plan

Event: West Yellowstone Community Concert Series
"Music in the Park"

North ↑



Please indicate direction

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of the ____ day of _____, 2014, between All Secure, Inc. ("All Secure") and **THE TOWN OF WEST YELLOWSTONE, a Municipal Corporation, West Yellowstone, Montana**, ("Town")

Whereas, the work and services described in this Agreement are essential to the safety, health and well-being of the Town of West Yellowstone; and

Whereas, the Town is required to maintain a custodial presence with respect to individuals who have been placed in emergency detention for possible mental health commitment proceedings; and

Whereas, the Town may not be able to adequately respond to other law enforcement calls when officers are engaged in such a custodial posture; and

Whereas, All Secure represents it is willing and qualified to perform the professional services described in this Agreement.

Therefore, in consideration of the foregoing recitals and the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Performance/Responsibilities**

All Secure's services shall consist of providing security guard services on an as-needed basis for Protective Custody holds of the West Yellowstone Police Department while those holds are waiting to be or being monitored or evaluated by a "Professional person" or "Mental health professional" as defined in §53-21-102 MCA at Bozeman Deaconess Hospital, 915 Highland Boulevard, Bozeman, MT, or at another location as necessary.

All Secure's services may include providing security guard services on an as-needed basis to provide additional or relief security for the West Yellowstone Police Department.

The West Yellowstone Police Department shall request services by contacting All Secure. All Secure shall provide a response within one hour of the call. If it is unable to respond to a request for service within one hour of the call, All Secure shall immediately advise/notify the Town. The reasons for the delay shall be stated at that time and an estimate of the response time shall be given. The Town may then determine whether to cancel the request or await the arrival of All Secure. The Town may cancel the request at any time prior to the arrival of All Secure.

A representative of each party shall administer this Agreement with regard to notification and placement of personnel, additional training requirements, and billing services. All Secure is ultimately responsible for all decisions related to its provision of services under this Agreement. All Secure shall provide all uniforms and other equipment necessary to perform the services of this Agreement. All employees of All Secure performing the services under this Agreement shall receive appropriate training and supervision from All Secure.

While the Town may advise All Secure in the event there appears to be any deficiency in the response, performance, or training of any personnel assigned to respond to a service call, the manner in which services are provided at any given time shall be within the discretion and direction of All Secure only.

2. Financial Arrangements

Compensation for services shall be based upon the hourly rate of \$28.00 (Twenty Eight Dollars). For each service request, All Secure will be guaranteed a minimum of two hours when the security officer(s) arrives and takes over monitoring/supervision of Protective Custody duties, with pay beyond two hours at actual time providing services to the nearest quarter hour. Cancellation prior to actual arrival does not entitle All Secure to the minimum fee.

Compensation for services required on a holiday shall be for actual hours worked on that holiday and shall be based upon the hourly rate of \$42.00 (Forty Two Dollars). Holidays shall be New Years Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day of each year.

All Secure shall submit an invoice to the Town, through the contact person, monthly for all time actually worked under this Agreement according to the Town's claims procedure. The contact person shall review and approve for payment all invoices submitted before submitting the approved invoices to be paid pursuant to the Town's policy.

In the event an employee or agent of All Secure is required to attend court hearings, or other proceedings as part of or in connection with the services provided, the Town agrees to pay per diem and mileage according to the rates used by the Town and in effect at the time. These amounts may not be billed to the Town if the fees are covered and included in the witness' fee paid and authorized by the Court.

With the exception of the above listed holiday rate, the Town will not pay overtime rates for any service under this Agreement. All Secure shall provide sufficient staff and appropriate scheduling to transition employees during the performance of any service so overtime rates are not incurred.

3. Duration of Agreement/Termination

This Agreement shall continue for a renewable three (3) year period unless sooner terminated. The Agreement may be extended by either party upon notice, in writing, of the intent to so extend and both parties agree to the extension.

Either party may terminate this agreement for any reason upon sixty (60) days written notice to the other party at the address as stated below.

4. Employment/Independent Contractor

The parties agree that All Secure is an independent contractor for purposes of this Agreement and is not to be considered an employee of the Town for any purpose. All Secure is not subject to the terms and provisions of the Town's personnel policies handbook and may not be considered a Town employee for workers' compensation or any other purpose. All Secure is not authorized to

represent the Town or otherwise bind the Town in any dealings between Consultant and any third parties. All Secure shall be responsible for paying or withholding wages, taxes, unemployment compensation contributions, license fees, benefits and all other expenses related to All Secure's employees. All Secure shall have the sole responsibility for determining the qualifications and employment terms of its employees. The Town may not interfere with the employment relationship. All Secure shall, prior to execution of this Agreement, provide to the Town proof of insurance to meet the following standards:

All Secure shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. All Secure shall maintain workers' compensation coverage for all members and employees of All Secure's business, except for those members who are exempted by law.

All Secure shall furnish the Town with copies showing one of the following: (1) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

All Secure shall be currently licensed for security services, to include resident manager certification, with the MT Board of Labor and Industry.

5. Indemnity/Waiver of Claims/Insurance:

For other than professional services rendered, to the fullest extent permitted by law, All Secure agrees to defend, indemnify, and hold the Town harmless against claims, demands, suits, damages, losses, and expenses connected therewith that may be asserted or claimed against, recovered from or suffered by the Town by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of All Secure or All Secure's agents or employees.

For the professional services rendered, to the fullest extent permitted by law, All Secure agrees to indemnify and hold the Town harmless against claims, demands, suits, damages, losses, and expenses, including reasonable defense attorney fees, to the extent caused by the negligence or willful misconduct of All Secure or All Secure's agents or employees.

All Secure also waives any and all claims and recourse against the Town or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement. Should the Town be required to bring an action against All Secure to assert its right to defense or indemnification under this Agreement or under All Secure's applicable insurance policies required below, the Town shall be entitled to recover reasonable costs and attorney fees incurred in asserting its right to indemnification or defense but only if a court of competent jurisdiction determines All Secure was obligated to defend the claim(s) or was obligated to indemnify the Town for a claim(s) or any portion(s) thereof.

The following levels of insurance shall be carried by All Secure with proof of this insurance provided to the Town:

Type of Coverage	Limits
Employer's Liability	\$100,000 per incident
General Liability: Bodily Injury & Property Damage, Single and combined	\$1,000,000 per incident
General Aggregate	\$2,000,000
Excess Liability coverage (umbrella)	
Automobile	
Bodily Injury covering all automobiles, trucks, tractors, trailers, or other automotive equipment whether owned or rented by All Secure or owned by employees of All Secure	\$300,000 each person \$300,000 each occurrence
Property Damage covering all automobiles, trucks, tractors, trailers or other automotive equipment whether owned or rented by All Secure or owned by employees of All Secure	\$ 100,000 each occurrence
Bodily Injury & Property Damage, single and combined	\$300,000 each occurrence

6. Compliance with Laws

All Secure agrees to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA. All Secure agrees to purchase a Town business license.

7. Nondiscrimination

All Secure will have a policy to provide equal employment opportunity in accordance with all applicable state and federal anti-discrimination laws, regulations, and contracts. All Secure will not refuse employment to a person, bar a person from employment, or discriminate against a person in compensation or in a term, condition, or privilege of employment because of race, color, religion, creed, political ideas, sex, age, marital status, national origin, actual or perceived sexual

orientation, gender identity, physical or mental disability, except when the reasonable demands of the position require an age, physical or mental disability, marital status or sex distinction. All Secure shall be subject to and comply with Title VI of the Civil Rights Act of 1964; Section 140, Title 2, United States Code, and all regulations promulgated there under. All Secure shall require these nondiscrimination terms of its sub-consultants providing services under this agreement.

8. Notices

All notices required under this Agreement shall be deemed properly served if delivered in writing, personally, or sent by certified or registered mail to the address given below. Unless and until changed by either party by notice in writing, notices shall be sent to:

Operations Manager
Town of West Yellowstone
PO Box 1570
West Yellowstone, Montana 59758

Merv Gunderson
All Secure, Inc.
P.O. Box 1166
Belgrade, Montana 59714-1166

The date of service shall be deemed to be 3 days after mailing of such notice.

9. Breach

Notice in writing shall be given within ten (10) business days of any claimed breach or default as a condition of any right to claim damages or other remedies. The party allegedly in breach or default shall be given a 10 days within which to investigate and remedy any alleged breach or default.

10. Waiver

It is agreed and understood by and between the parties that a waiver by either party of any breach of any term, covenant or condition herein shall not be deemed a continuing waiver of that breach or be deemed to imply or constitute a waiver of any subsequent breach of any term, covenant or condition under this agreement by either party.

11. Modification and Assign ability

This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written Agreement, may be considered valid or binding. This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. All Secure may not subcontract or assign All Secure's rights, including the right to compensation or duties arising hereunder, without the prior written consent of Town. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

12. **Severability**

The provisions of this Agreement shall be deemed independent and severable, and the invalidity, partial invalidity, or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

13. **Attorney's Fees.**

In the event it becomes necessary for either Party to this Agreement to retain an attorney or use an in-house counsel, to include the Town Attorney, to enforce any of the terms or conditions of this Agreement, then the prevailing Party shall be entitled to reasonable attorney's fees and costs, including fees, salary, and costs of in-house counsel.

14. **Construction and Venue**

This agreement shall be interpreted according to the law of the State of Montana. Venue in any dispute arising from this agreement shall be in the Eighteenth Judicial District Court, Gallatin County, State of Montana.

15. **Effective Date**

This Agreement shall be effective after approval by the respective governing bodies. It is the intent that said Agreement shall be effective on the date stated in the first paragraph of this Agreement.

TOWN OF WEST YELLOWSTONE

By _____
Rebecca C. Guay, Operations Manager

ALL SECURE, INC.

By _____
Merv Gunderson

From: [Becky Guay](#)
To: "[Brad Schmier](#)"; [Cole Parker](#); [Greg Forsyth](#); [Greg Forsythe](#); jjohnson@townofwestyellowstone.com; [John Costello](#)
Cc: [Elizabeth Roos](#); sholtzen@townofwestyellowstone.com; "[Gordon Berger](#)"; "[James Patterson](#)"; "[John Dittmann](#)"; "[Lanie Gospodarek](#)"
Subject: Canyon Street Project Schedule
Date: Wednesday, March 26, 2014 4:59:10 PM

I finally heard back from the Montana Department of Transportation (MDT) about the Canyon Street project.

1. The bid is scheduled to be let on August 21, 2014.
2. Construction won't start until September 22, 2014 at the earliest.
3. The project consists of a mill & fill from the entrance to Yellowstone Park on Yellowstone Ave. to Canyon St., and then north on Canyon St. to the concrete.
4. North of the concrete, the road will only be chip sealed.
5. Installation of the new traffic signal and restriping at Canyon and Yellowstone Ave. will occur during the mill & fill project and won't get started until late September.
6. MDT will NOT be improving stormwater channels during this project.
7. MDT will provide us with a full set of plans in the near future.

Please let me know if you have questions or need additional information. I intend to put this information in my next Ops. Mgr. report to the newspaper.

Becky

Becky Guay
Operations Manager
Town of West Yellowstone

MONTANA MUNICIPAL INTERLOCAL AUTHORITY EMPLOYEE BENEFITS PROGRAM

TO: Employee Benefit Program Members

FROM: Amanda Clark
Employee Benefits Program Manager

DATE: March 25, 2014

RE: **EMPLOYEE BENEFITS PROGRAM FY 2014-2015 PRELIMINARY
RATE INFORMATION**

The MMIA Employee Benefits (EB) Program has performed well in the past year. The MMIA Board of Directors has approved a preliminary 1.6% base rate adjustment for the medical benefit program. The Board has also approved a 0% preliminary adjustment in the dental and vision programs. The life products that MMIA makes available through the EB Program will also have no rate adjustment for the 2014-2015 plan year.

PRELIMINARY RATES FOR FY 2014-2015

I. Medical Benefits

1. Baseline Pricing

A baseline renewal adjustment is applied to all plans, taking into consideration such items as claims history, medical inflation, plan design, and expenses. This year, the preliminary baseline adjustment is 1.6%.

2. Claim Performance Risk Assessment (CPRA)

A revised rating methodology has been adopted by the Board of Directors. This rating methodology gives groups the opportunity to affect their own rates based on claims experience, while still benefiting from the security of the broader pool.

An experience based rate adjustment, Claim Performance Risk Assessment (CPRA), is applied to adjust plan rates annually to move in the direction of actual claims experience. Custom groups are assessed individually, while all members that are rated as Standard are included together as one group for this assessment. Based on an analysis of claim variance by size, a corridor is used to limit the impact on any one group. To further limit the impact in a year, a maximum adjustment of +/-5% is used.

Your overall medical rate adjustment for this year's preliminary rates, including the baseline plus the CPRA is:

1.6% Preliminary Medical Rate Adjustment

II. Dental Benefits

No rate change is being made to the Dental Benefits. Rates for the orthodontic benefit options are in addition to the monthly dental plan rates.

III. Vision Benefits

No rate change is being made to the Vision Benefits.

IV. Basic Life Insurance and AD&D Benefits

Remember – this is an **employer** paid product. The rates for the Basic Life Insurance and AD&D will remain the same at \$0.23 per \$1000 of benefit. Dependent Life Insurance for spouses and dependents will be at the same level of \$0.35 per \$1000 of benefit. Please remember that we need beneficiary forms filled out for all covered participants.

V. Voluntary Life Insurance and AD&D Benefits

Remember – this is an **employee** paid product. There is **no change** to the rates currently being charged for the Voluntary Term Life Insurance. These are age banded rates and are not changing this year. However, a member's monthly cost may change effective July 1, 2014 if he/she moves into a higher age bracket. Please contact MMIA if you have any questions regarding monthly charges for individuals.

If your city/town does not currently offer any of these listed coverages and is interested in adding any to your employee benefits package, please contact the MMIA for details.

FINAL RATES AND GROUP ELECTION FORM

The above information is preliminary and subject to change. This information should be used for the purpose of budget calculations. Final rate information will be forwarded to all member entities in early May. With the final rates, we will also send notification directly to any retirees covered on your plan.

Enclosed is the group election form for your use in advising MMIA of the benefits your group is selecting for the upcoming renewal year. If you would like to change from one plan selection to another, or consider offering the menu of medical plans to your employees, now is the time to change your group benefit selections. *Remember, because of regulatory requirements, you must not have a waiting period longer than 90 days, and all employees that work an average of 30 hours or more per week must be offered benefits.* Please submit your elections by April 25, 2014 to allow us time to make the necessary updates to our system in order to accept your employees' open enrollment changes between May 15th and June 15th.

If you have any questions regarding the above information, or other program question, please contact me at 1-800-635-3089.

TOWN OF WEST YELLOWSTONE
MONTANA
naturally interesting

March 18, 2014

Mary C. Erickson, Forest Supervisor
Gallatin National Forest Supervisor's Office
10 East Babcock
P.O. Box 130
Bozeman, MT 59771

Dear Forest Supervisor Erickson:

The Town of West Yellowstone is desirous at this time of pursuing the purchase, exchange or a combination thereof, of portions of the land identified in H.R. 2691 – Department of the Interior and Related Agencies Appropriation Act (FY 04) Section 333, and as affirmed by Town of West Yellowstone Resolution 469 dated May 12, 2005, and the Agreement of Intent between the Town of West Yellowstone and the U.S. Department of Agriculture, Forest Service, dated April 7, 2008. The property description is included as Attachment A.

The Town understands that this project is being added to the Forest Service's 2014 Program of Work and would like to take advantage of this opportunity to move forward with the process to perform an appraisal of this property.

As stated in the Agreement of Intent, the Town is ready to proceed and looks forward to working with Forest Service staff to select a contract appraiser qualified to conduct an appraisal in compliance with Forest Service standards. We understand that Forest Service staff will develop an appraisal check list and appraisal instructions for use by the selected appraiser.

We appreciate this opportunity to work with the Forest Service to move this project forward. Should you have any questions or require additional information please don't hesitate to contact me via email at rguay@townofwestyellowstone.com or by phone at 406-646-7795.

Sincerely,



Rebecca C. Guay
Operations Manager

cc: Bob Dennee, Forest Service Lands Program Manager
Cavan Fistzsimmmons, District Ranger

