

# Town of West Yellowstone

Tuesday, February 3, 2015

West Yellowstone Town Hall, 440 Yellowstone Avenue

7:00 PM

## TOWN COUNCIL MEETING AGENDA

Pledge of Allegiance

Purchase Orders

Treasurer's Report/Securities Report

Claims ∞

Consent Agenda: **January 20, 2015, Town Council Meeting** ∞

Business License Applications

Advisory Board Report(s)

Operations Manager & Department Heads Reports

Assignments Report

### Comment Period

- Public Comment
- Council Comments

### NEW BUSINESS

---

Application to Maintain an Encroachment, Wild Bill Days Banner Sign Discussion/Action ∞

Appraisal Contract for Emergency Services Building, 400 Yellowstone Avenue Discussion/Action ∞

Risk-Share Agreement, Community Health Partners, \$75,000 for FY 2015 Discussion/Action ∞

Cash-In-Lieu Parking Spaces Request, China Town Restaurant (WYMC 17.42.100) Discussion/Action ∞

West Yellowstone Aquatic Center, DRAFT deed & resolution Discussion ∞

MDT Air Quality Equipment Purchase Program, Application for Street Sweeper Discussion/Action ∞

### Correspondence/FYI

- General Agreement for Law Enforcement, National Park Service and West Yellowstone Police Dept. ∞
- Local Government Study Commission Calendar, Survey, Minutes ∞

### Meeting Reminders

Operations Manager Evaluation (Executive Session if Requested-Closed to the Public)

Operations Manager Contract Review Discussion/Action ∞

Executive Session-Pending Litigation (Closed to the Public)



**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](http://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](http://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		
40640	2575 WY Tourism Business Improvement	5,404.84								
	02/01/15 October 2010 collections	5,404.84		TBID	2102 411800	540		101000		
40643	2845 Kasting, Kauffman & Mersen, PC	3,366.27								
	01/13/15 legal services	3,152.50		LEGAL	1000 411100	352		101000		
	01/13/15 postage/copies	213.77		LEGAL	1000 411100	870		101000		
40645	2852 Fremont Communications	300.00								
	02/15/15 fiber optic, Town Hall	300.00		TWNHAL	1000 411250	345		101000		
40647	42 Fall River Electric	9,867.60								
	01/13/15 UPDH 4212041 elec service	735.77		UPDH	1000 411252	341		101000		
	01/13/15 POLICE 4212008 elec service	445.35		POLICE	1000 411258	341		101000		
	01/13/15 shop 4212018 elec service	277.86		STREET	1000 430200	341		101000		
	01/13/15 ANIMAL 4212029 elec serv	363.68		ANIMAL	1000 440600	341		101000		
	01/13/15 PARK 4212032 Elec ser	202.09		PARK	1000 411253	341		101000		
	01/13/15 PARK 2901001 elec serv	197.76		PARK	1000 411253	341		101000		
	01/13/15 CLORINATOR 4212030 elec serv	71.08		WATER	5210 430500	341		101000		
	01/13/15 MAD ADD WATER 4212017	44.49		WATER	5210 430500	341		101000		
	01/13/15 PUMP 4212005 elec serv	267.18		WATER	5210 430500	341		101000		
	01/13/15 SEWER LIFT STATION 4212006	481.14		SEWER	5310 430600	341		101000		
	01/13/15 SEWER PLANT 4212007 elec ser	1,417.15		SEWER	5310 430600	341		101000		
	01/13/15 MAD SEWER LIFT 4212014 elec	180.44		SEWER	5310 430600	341		101000		
	01/13/15 SEWER TREAT SERV 4212046 ele	2,762.64		SEWER	5310 430600	341		101000		
	01/13/15 library 23 dunraven 4212054	135.80		LIBRY	2220 460120	341		101000		
	01/13/15 povah comm ctr 4212001	247.23		+ POVA	1000 411255	341		101000		
	01/13/15 unmetered lights 4212004	1,451.25		STLITE	1000 430263	341		101000		
	01/13/15 Town Hall 4212009	480.24		TWNHAL	1000 411250	341		101000		
	01/13/15 Ice Rink 421010	106.45		PARKS	1000 411253	341		101000		
40654	2813 Century Link	2,662.00								
	01/19/15 DSL Povah, 646-7982	49.00		POVAH	1000 411255	345		101000		
	01/19/15 DLS Police 646-0231	64.00		POLICE	1000 420110	345		101000		
	01/19/15 DSL Pub Serv Office 646-7949	64.00		BLDINS	1000 430200	345		101000		
	01/19/15 Sewer Treat 646-9027	31.14		STREET	5310 430600	345		101000		
	01/19/15 Sewer lift 646-5141	30.49		SEWER	5310 430600	345		101000		
	01/19/15 PCC Elevator 646-7481	32.02		POVAH	1000 411255	345		101000		
	01/19/15 Centrex Finance - 20%	243.36		FINADM	1000 410510	345		101000		
	01/19/15 Centrex, Police-20%	243.36		POLICE	1000 420110	345		101000		
	01/19/15 Centrex, Soc Ser -10%	121.68		SOC SER	1000 450135	345		101000		
	01/19/15 Centrex, Court - 10%	121.68		COURT	1000 410360	345		101000		
	01/19/15 Centrex, Bld Ins - 10%	121.68		BLDINS	1000 430200	345		101000		
	01/19/15 Centrex, Street - 10%	121.68		STREET	1000 430200	345		101000		
	01/19/15 Centrex, PCC - 10%	121.68		POVAH	1000 411255	345		101000		
	01/19/15 Centrex, Lib	121.68		COURT	2220 460100	345		101000		
	01/19/15 E911 Viper 646-5170	91.52		E911	2850 420750	345		101000		

01/30/15  
15:52:22

TOWN OF WEST YELLOWSTONE  
Claim Approval List  
For the Accounting Period: 2/15

Page: 2 of 5  
Report ID: AP100

\* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	01/19/15	E911 255-9710		996.24		E911	2850 420750	345	101000
	01/19/15	E911 255-9712		24.51		E911	2850 420750	345	101000
	01/19/15	Alarm Lines, 646-5185		62.28		TWNHAL	1000 411250	345	101000
40655		811 Zee Medical Service		17.99					
	161536288	12/08/14 medical supplies		17.99		STREET	1000 430200	220	101000
40656		2840 JD's Sprinkler Systems, Inc.		1,148.41					
	9239	01/26/15 reservoir, cut edge kits		1,148.41		STREET	1000 430200	369	101000
40657		162 House of Clean		59.78					
	01/28/15	cleaning supplies		59.78		PARKS	1000 460430	220	101000
40658		2654 Community Health Partners		55.00					
	WEST11.14	11/04/14 help fund visit/Rx		15.00		HELP	7010 450135	351	101000
	WEST1.15	01/21/15 help fund visit/Rx		40.00		HELP	7010 450135	351	101000
40659		1934 Brenda Martin		29.98					
	01/26/15	reimb batteries		29.98		DISPAT	1000 420100	220	101000
40660		2888 Professional Dispatch Management		590.00					
	2015-1-26-	01/26/15 registration, Martin		295.00		DISPAT	1000 420160	380	101000
	2015-1-26-	01/26/15 registration, DesRochers		295.00		DISPAT	1000 420160	380	101000
40661		1493 Crimestar		900.00					
	02/07/15	annual support fee		900.00		DISPAT	1000 420160	398	101000
40662		2557 MTLEIRA		125.00					
	01/30/15	membership, Martin		50.00		DISPAT	1000 420160	335	101000
	01/30/15	membership, Newell		25.00		DISPAT	1000 420160	335	101000
	01/30/15	membership, Rightenour		25.00		DISPAT	1000 420160	335	101000
	01/30/15	membership, DesRochers		25.00		DISPAT	1000 420160	335	101000
40663		1796 Barta Electric, Inc.		793.94					
	4329	01/19/15 labor/repair UPDL		793.94		UPDL	1000 411252	366	101000
40664		2268 Myslik, Inc.		340.98					
	011315TWY	01/13/15 skid retainer		340.98		STREET	1000 430200	369	101000
40665		2255 Machinery Power & Equipment Co.		431.51					
	01/15/15	tire chain, panel nut		431.51		STREET	1000 430200	369	101000

01/30/15  
15:52:22

TOWN OF WEST YELLOWSTONE  
Claim Approval List  
For the Accounting Period: 2/15

Page: 3 of 5  
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
40666	99 US Forest Service 01/21/15 refund deposit, Fitzsimmons pa	350.00 350.00		POVAH	2210 214001		101000
40667	2306 Brandy Holland 01/21/15 reimb uniform 01/13/15 reimb travel, H20 Class	334.24 57.98 276.26		PARKS REC	1000 460440 1000 460440	226 370	101000 101000
40668	2889 Angie Everest 01/21/15 reimb Pre-K supplies	51.46 51.46*		LIB	2220 460100	870	101000
40669	2790 Creative Product Source Inc. 48687 01/15/15 supplies	232.73 232.73*		LIB	2220 460100	870	101000
40670	2890 Scholastic, Inc. M55373419 01/06/15 supplies, Pre-K	105.25 105.25*		LIB	2220 460100	870	101000
40671	951 Barnes & Noble 2950637 01/09/15 books 2950102 01/09/15 books 2949218 01/08/15 books 2951993 01/13/15 books 2952092 01/13/15 books	587.58 162.70 24.95 87.41 285.53 26.99		LIB LIB LIB LIB LIB	2220 460100 2220 460100 2220 460100 2220 460100 2220 460100	215 215 215 215 215	101000 101000 101000 101000 101000
40672	2771 Rick McCord 12/16/14 reimb boots, McCord	59.99 59.99		PARKS	1000 460430	226	101000
40673	2357 US Bank 01/12/15 938H CAT Loader, principal 01/12/15 938H CAT Loader, interest 01/12/15 911 Dispatch Center, principal 01/12/15 911 Dispatch Center, interest 01/12/15 Town Hall, principal 01/12/15 Town Hall, interest	85,847.37 6,581.44 324.70 13,025.59 697.17 58,445.00 6,773.47		DEBT DEBT 911 911 TWNHAL TWNHAL	4060 490520 4060 490520 2850 490530 2850 490530 2100 490200 2100 490200	610 620 610 620 610 620	101000 101000 101000 101000 101000 101000
40674	2500 Black Mountain Productions 01/19/15 2014 Summer concerts	5,000.00 5,000.00		MAP	2101 410130	398	101000
40675	2537 Balco Uniform Co., Inc. 50585 01/28/15 uniform, Newell	67.45 67.45		POLICE	1000 420100	220	101000
40676	2847 West Yellowstone Sled Dog Races 01/26/15 race purse, KWYS, Quickprint	2,026.00 2,026.00		MAP	2101 410130	398	101000

01/30/15  
15:52:22

TOWN OF WEST YELLOWSTONE  
Claim Approval List  
For the Accounting Period: 2/15

Page: 4 of 5  
Report ID: AP100

\* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
40677		2350 WATSON LABEL PRODUCTS		182.05					
	90308	12/16/14 library supplies		182.05		LIB	2220 460100	220	101000
40678		2318 Taser International		2,427.52					
	Q-22594-2	01/21/15 6 body cameras		2,427.52		POLICE	1000 420100	212	101000
		# of Claims	29	Total:	123,364.94				

---

Fund/Account	Amount
1000 General Fund	
101000 CASH	\$16,867.16
2100 Local Option Taxation-Resort Tax	
101000 CASH	\$65,218.47
2101 Marketing & Promotions (MAP)	
101000 CASH	\$7,026.00
2102 TBID (Tourism Business Improvement	
101000 CASH	\$5,404.84
2210 Parks & Recreation	
101000 CASH	\$350.00
2220 Library	
101000 CASH	\$1,416.55
2850 911 Emergency	
101000 CASH	\$14,835.03
4060 Public Works Equipment Replacement	
101000 CASH	\$6,906.14
5210 Water Operating Fund	
101000 CASH	\$382.75
5310 Sewer Operating Fund	
101000 CASH	\$4,903.00
7010 Social Services/Help Fund	
101000 CASH	\$55.00
Total:	\$123,364.94

WEST YELLOWSTONE TOWN COUNCIL  
**Town Council Meeting & Work Session**  
**January 20, 2015**

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

OTHERS PRESENT: Operations Manager Becky Guay, Finance Director Lanie Gospodarek, Public Services Superintendent James Patterson, Chief of Police Scott Newell

WY News Editor Jeremy Weber, HBFD Chief Scott Waldron, Assistant Fire Chief Shane Grube, Brock Kelley, HBFD Chair Robert Godwin, Scott Clark, Jason & Tashara Pond, Head Dispatcher Brenda Martin & Reilynn Martin, Alpine Motel, Richard & Terri Gibson, Skip Morris, Rocky Hermanson, Doc & Donna Stewart, Pierre Martineau, Doug Schmier, Neil Pringle, City Judge Kathleen Brandis

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

Portions of the meeting are being recorded.

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

**ACTION TAKEN**

---

- 1) Motion carried to approve Purchase Order #6700 to Norland Manufacturing to purchase a chute for the (new) 1992 Stewart-Stevenson snow blower for \$8500.00. (Schmier, Parker)
- 2) Motion carried to approve the claims which total \$146,937.78. (Costello, Forsythe)
- 3) Motion carried to approve the Consent Agenda, as amended, which includes the minutes of the December 16, 2014 Town Council Meeting, January 6, 2015 Town Council Meeting, and January 13, 2015 Joint Meeting with Hebgen Basin Fire District. (Johnson, Parker)
- 4) Motion carried to table the proposal to purchase until they have an appraisal, encourage Hebgen Basin Fire District to share the cost of the appraisal, if not the Town will fund the entire cost of the appraisal. (Costello, Johnson) Parker is opposed, Forsythe abstains, motion passes.
- 5) Motion carried to table the Application to Maintain an Encroachment made...until the Work Session/Special Meeting scheduled for February 10, 2015 at which time they anticipate voting on the entire proposal. (Johnson, Parker)
- 6) Motion carried to reappoint Gloria Evans and Marysue Costello to the Marketing and Promotions Board for 3-year terms. (Parker, Johnson)
- 7) Motion carried to increase Brandis' current salary of \$31,056.03, by 3.25% and they consider anything beyond that at a later date. (Johnson, Costello) Forsythe and Parker are opposed.

**Public Comment Period**

Richard Gibson asks why are they only planning to hire two officers now instead of three. Guay explains that they have an arbitration hearing scheduled for May regarding a termination of an officer. She says that she felt it would be prudent to delay hiring that third officer until after that hearing.

### **Council Comments**

Costello asks Patterson if the roof leaks in the Council Room are new, and points out some newly developed leaks in the ceiling. James says that they are new and he has notified Dick Anderson Construction. Forsythe inquires if Patterson believes the problems they have had with the building are an architecture or builder problem. Patterson says he thinks it is both. He says that he thinks the real problem is the put the roof on the building when it was cold and he doesn't think it sealed correctly. Council Member Schmier says that he attended the farewell party for Hebgen Basin District Ranger Cavan Fitzsimmons over the weekend. He says the party was well attended and says that Fitzsimmons will most definitely be missed. Mayor Schmier calls attention to the Operations Manager evaluation forms that have been distributed to the Council. He requests that they be completed and returned to him by the middle of next week. They will conduct the performance evaluation and contract review for the Operations Manager at the February 3, 2015 Town Council meeting.

### **DISCUSSION**

---

- 2) Forsythe asks questions about the auditing procedures and recent audits. Gospodarek explains that Amatics, CPA audited the Town's finances and Dellinger & Gallagher audited 12 randomly selected businesses for resort tax and TBID compliance.
  
- 4) Mayor Schmier asks for public comment on the proposal to sell the Emergency Services Building to HBFD. Cherhoniak says they should sell the building. Rocky Hermanson says that he thinks it would be good to sell the building to the Fire Department but the Town should get fair market value for the building. Skip Morris says that he thinks they should consider a couple of things such as the potential acquisition of the 80 acres from the Forest Service, that the Fire District may have to raise taxes to be able to purchase the building, a lot of people think the building is worth more than \$200,000, and that the Town itself could use the building to store its own equipment. Doc Stewart agrees with Hermanson and says the building should be appraised before they agree on a sale price. Schmier also asks the Council Members to share their opinions. Parker says that he has talked to several people on the topic. He also wonders what may happen after the 80 acres are acquired and the fire department does not need it. Forsythe says he thinks the Town could use the \$200,000 and they could consider an option to buy it back should the fire department decide they no longer want it. He says the roof needs to be replaced and the Town will have to be involved with major repairs. Costello says that an appraisal is a risk for both sides. He says that he did talk to a prominent commercial appraiser who estimated it would cost \$4000, he could probably do it in February and they would get the results in March. Costello says he is in favor of selling the building and if an appraisal is necessary, that is acceptable, too. Johnson says that he has heard many reasons why selling the building is good for the fire department but has not heard why it is beneficial to the Town. He says they are discussing projects that will "grant away" all the land on Yellowstone Avenue and the 80 acres may not come through. He says they should consider this carefully because they cannot make more land. Costello says should remember that the bulk of the money that supports HBFD comes from resort tax and property tax collected in the city limits. Schmier says he understands why HBFD wants to own the building, but questions whether the Town needs the building and if the Town will have a need for it six years from now when the current interlocal agreement expires. He says he agrees with Johnson that there is no rush to sell the building and suggests revisiting the issue in a couple years when they no more about the status of the 80 acres. Costello suggests ordering the appraisal, which will take at least six weeks, so they will at least have something to base their decision. Schmier asks HBFD District Chair Robert Godwin if they will consider sharing the cost of the appraisal. Godwin says no and explains that they decided \$200,000 was what they could afford to pay for the building. He says that it makes no difference to his board what the appraisal may come in at.

- 5) **Fiber Optic Build:** Brian and Patty Watson, owners of the Alpine Motel says that one of the most important things people ask for when renting hotel rooms is good internet service. Neil Pringle of Ventures West says that reliable communications in Town is very important to both the businesses and visitors to Town. Skip Morris also voices support for the proposal, points out that the quality of Grizzly Internet's service has improved substantially over the last couple of years. Doug Schmier says that the internet is here to stay and says he strongly supports advancing a local company to provide this service, and points out that somebody is going to do it sooner or later. Rocky Hermanson agrees and says it is great to have a local company that wants to do this. Schmier also expresses support for the project, and says he is very excited about the prospect. Guay summarizes an email they received from Town Engineer Dick Dyer today and recommends that approval is only granted pending the acceptance of a development agreement between the Town and Grizzly Internet.

Schmier asks Jason Pond of Grizzly Internet what challenges he anticipates with this project. Pond says that he has talked extensively with the natural gas company. He says one of his biggest concerns is the gas lines and wants to make sure they don't run into gas lines. He says the corner lots, particularly in Old Town, are very difficult to access because they will need private easements. He also has some concerns about abandoned and unmarked lines they may run into when installing the lines. He agrees with most of the points raised by the engineer, but does not agree that he should be responsible for repairs if someone else hits one of his lines. He says that is not what is required by state law, he says that if he locates and marks his lines as required by the 811 program he should not be held responsible. Parker asks if there is a limit to the bandwidth they will offer. Pond explains that fiber optics can provide substantially more service than what is available. The group discusses the order of things that need to happen to include putting together a development agreement, review by legal counsel for the Town and Grizzly Internet, as well as consultation with the Town Engineer. The Council indicates support for the project and a work session/special meeting is scheduled for February 10, 2015.

- 7) The Council discusses compensation for the City Judge. Kathleen Brandis was reappointed as the Judge by the Town Council in November 2014 but her compensation has not been addressed. Brandis has requested an increase from her current salary of \$31,056.03 to \$35,000 with an annual raise of 3.25%. The Council discusses the request. Costello points out that the request is actually a 12.7% increase. He asks Johnson, considering that they are in the midst of union negotiations, how he feels about the request. Johnson says he would prefer not to address the annual increases until after the union negotiations have been completed. After the vote, there is discussion about whether the motion delays further discussion for a year or until just a later date. Johnson clarifies that his motion only delayed discussing her compensation until a later date.
- A) **Advisory Board Reports:** Council Member Parker reports that the Planning Board met last week and reviewed a proposal from China Town restaurant to add on to their building and purchase parking spaces. The Planning Board approved the request but Patterson explains that he still needs to meet with the owners to review some measurements before it comes before the Council. They are also working on updating the Growth Policy.
- B) **Operations Manager/Department Head Reports:** Operations Manager Becky Guay reports on current issues: **Recruitments Police Officer** – We made an offer to a candidate to whom we had previously offered a patrol officer position (the candidate rejected the previous offer but had recently inquired if we would consider hiring her). She has rejected our most recent offer. We are in the process of scheduling interviews with candidates previously selected by the Police Commission. The interviews will occur the week of February 9, 2015. **Labor Negotiations** – The Association's Representative has provided several dates for negotiations. We have responded with our availability and are waiting for his reply. **Public Services Department** – Several of the toilets at the UPDL were broken or cracked, so crews are working to replace all the toilets with new

ones. The existing toilets are so old it is difficult to get parts to fix them. Crews have also installed a partition wall in the basement of the Town Hall to allow for secure storage of Town records. Crews are planning to lay laminate flooring in the basement of the Povah center next week. **Water Tank Valve** – James Patterson has been increasingly concerned about rapidly fluctuating water levels in the water tank. At times, the water level is so low that the railroad well pump has been running nearly constantly (during this time of year, the well should not be needed). At other times, the tank is nearly full. After monitoring the situation for several months, James and the crew determined that the problem is being caused by a faulty valve on the tank. Crews report that the valve was full of rust. Representatives from Pump Tech should be here this week to rebuild the valve, a fix that should last 4 to 5 years. The Town will need to plan to replace this valve within this timeframe. **Body Camera's for Police Officers** – Chief Newell is planning to order body cameras from Taser International, at a cost not to exceed \$2,500. This expenditure is in the police budget and is strongly supported by the Town Attorney. Data storage will be accomplished on-site. **Audit Exit Interview** – The Mayor, Deputy Mayor and I participated in an exit interview with the Town's auditor last Wednesday. The auditor indicated that she is issuing an unqualified opinion (clean audit) on the Town's finances. Town staff successfully addressed all audit comments in last year's audit, and the auditor only had two fairly comments in this year's audit. any other interested Council members and I need to complete an exit interview with the Town's auditor before January 20, 2015. I request that we schedule this conference call as soon as possible. **Appraisal of 80 acres** – The Forest Service has issued supplemental instructions to the appraiser. Mr. Cornish is proceeding on this basis. **Revision to the Limit on the Resort Tax** – Mr. Loomis reports that Kerry White's bill to increase the limit on the resort tax, HB 262, was introduced at the State legislature today (see attached). Also attached is the text of the amendment. The bill was referred to the house taxation committee. Staff will continue to monitor the progress of the bill and report back to the Council. **Resort Tax Items** – Staff has received information from the following resort tax communities and areas on their method of collecting resort tax and the items on which they collect it: Virginia City, Red Lodge, Whitefish, Big Sky, Cooke City, and Craig. We have not heard from St. Regis. Staff is compiling the information and will submit it to the Council when it is complete. **Time Clocks** – Several months ago, the Council asked staff to research using time clocks for Town staff. Liz Roos has been compiling information, and will present it to Council at an upcoming meeting. It appears the best alternative will be to use the module from Black Mountain software, since it will interface directly with the Town's payroll program. We do not have a quotation from Black Mountain on the cost, yet. **Support Letter for EAS for Sky West Airlines** – Attached is a letter we submitted to the Office of Aviation Analysis in support of Sky West's proposal to continue Essential Airline Services (EAS) to the West Yellowstone Airport in the summers of 2015 and 2016. **Land for an Aquatic Center** – the Town Attorney has prepared the attached DRAFT response to the Council's request to provide information about the pros and cons of a long-term land lease versus a deed with a reversionary clause. The Mayor has asked me to provide this draft to the Council for your comments and questions prior to finalizing the draft.

Forsythe asks Chief Newell to look into parking on the street, especially vehicles that impede snow removal. Parker asks a couple follow up questions about the body cameras for police officers. Newell responds and explains that the cameras are ruggedized and do work in cold weather. He explains he is familiar with the system and says the picture and audio is very good.

## CORRESPONDENCE

---

Received January 16, 2015, Udo and Janet Freund write to express concerns about dogs running loose in Town. Dated January 15, 2015, Sheriff Brian Gootkin sends an email to Tim Reid, NPS Law Enforcement, encouraging the National Park Service to reinstate its mutual aid agreement with the Town of West Yellowstone for law enforcement support.

January 20, 2015  
Town Council Meeting  
Minutes, Page 5

The meeting is adjourned. (9:25 PM)

---

Mayor

ATTEST:

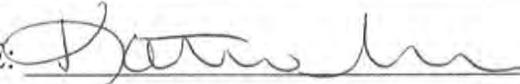
---

Town Clerk

# APPLICATION TO MAINTAIN AN ENCROACHMENT

Town of West Yellowstone  
Gallatin County, Montana

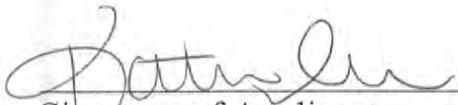
DATE: 1/30/15  
APPLICANT: WILD BILL PRODUCTIONS  
ADDRESS: PO Box 2092  
PHONE: 640-0725  
INTEREST IN PROPERTY: \_\_\_\_\_

OWNER OF RECORD'S SIGNATURE: 

1. LEGAL DESCRIPTION: CITY PARK  
Subdivision: \_\_\_\_\_  
Block: \_\_\_\_\_ Lot: \_\_\_\_\_  
Zoning District Number: \_\_\_\_\_

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. Requesting permission to hang a total of four banners on city PARK Back Stop & front corner of Firehole & Dinwiddie

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
Signature of Applicant

1/30/15  
DATE

For Office Use Only:  
DECISION BY TOWN COUNCIL

Approved    Disapproved

\_\_\_\_\_  
Mayor/Operations Manager

\_\_\_\_\_  
DATE

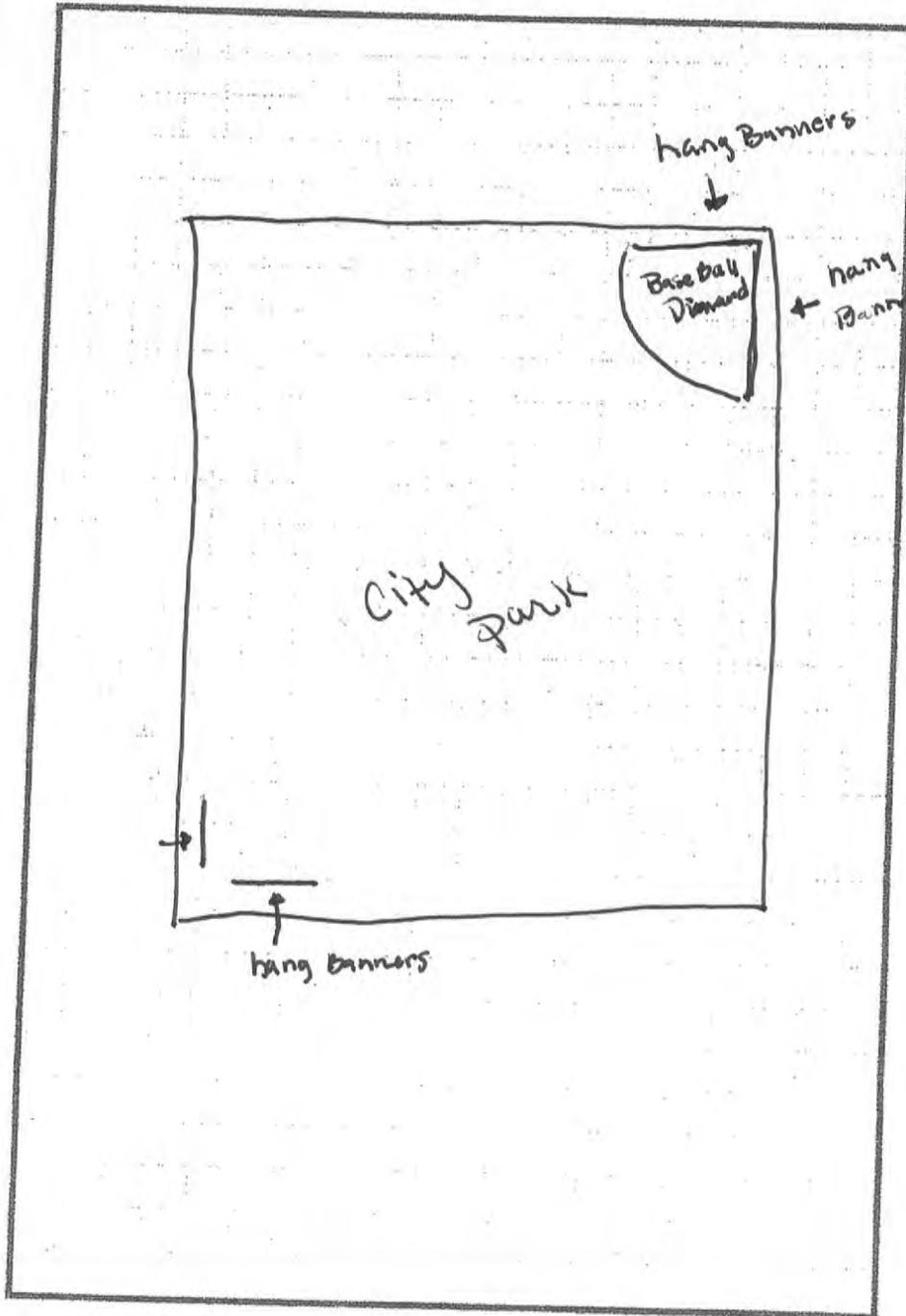
# Site Plan

Business Name: WILD Bill Productions

Business Owner:

Business Street Address: CITY PARK

Block:            Lot:            Subdivision:



Scale: 1 inch = 20 feet

Note: This grid represents a standard Town lot, 100 feet by 150 feet.

**25TH ANNIVERSARY**  
**WEST YELLOWSTONE, MT**

brings you

# WILD X BILL

**OCTANE NIGHTS**



THE TEKA BROCK BAND

**OUTLAWS**

**OCTANE ADDICTIONS**  
.com

**Friday**

**March 13**

- Blackhawk
- Confederate Railroad
- The Teka Brock Band
- Octane Addictions

Snowmobile Freestyle

**Saturday**

**March 14**

- Jackyl
- Warrant
- Outlaws
- Octane Addictions

Snowmobile Freestyle



**Tickets Start at \$89 for Both Nights!**

# AGREEMENT FOR PROFESSIONAL VALUATION SERVICES

400 Yellowstone Avenue  
West Yellowstone, Mt.

---

**DATE OF AGREEMENT:** April 20, 2009

**PARTIES TO AGREEMENT:**

**Client:**

Becky Guay  
Operations Manager  
Town of West Yellowstone  
PO Box 1570  
West Yellowstone, MT, 59758  
406-646-7795  
406-640-1472 – cell  
[rguay@townofwestyellowstone.com](mailto:rguay@townofwestyellowstone.com)

**Appraiser:**

W. Toney Bishop, Jr. MAI/SRA  
Bishop Appraisals Services  
3100 Branding Iron Rd.  
Bozeman, MT 59715  
406-586-9995  
406-586-0086  
wtbishop@earthlink.net

---

Client hereby engages Appraiser to complete an appraisal assignment as follows:

**PROPERTY IDENTIFICATION**

400 Yellowstone Avenue  
West Yellowstone, MT 59758

Legal Description: S34, T13 S, R05 E, ACRES 2.966, PLAT 89 FM 3122 REM. FIRE STATION

Assessment Code: 00RRG63836

**PROPERTY TYPE**

Existing Industrial - 6400 SF Building on 2.966 Acres of Land.

**INTEREST VALUED**

Fee simple

**INTENDED USERS**

Client and none other.

The client and intended user for this appraisal is The Town of West Yellowstone in connection with estimating a market value for sales purposes. It may not be distributed to or relied upon by other persons or entities without written permission of W. Toney Bishop, Jr. However, The Town of West Yellowstone the client and none other may provide only complete, final copies of the appraisal report in its entirety (but not component parts) to third parties who shall review such reports in connection with securitization efforts. The appraiser is not required to explain or testify as to appraisal results other than to respond to the client for routine and customary questions.

Please note that my consent to allow an appraisal report prepared by W. Toney Bishop, Jr. or portions of such report, to become part of or be referenced in any public offering, the granting of such consent will be at my sole discretion and, if given, will be on condition that will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to me, by a party satisfactory to me. I do consent to your submission of the reports to rating agencies, loan participants or your auditors in its entirety (but not component parts) without the need to provide us with an Indemnification Agreement and/or Non-Reliance letter.

*Note: No other users are intended by Appraiser. Appraiser shall consider the intended users when determining the level of detail to be provided in the Appraisal Report.*

**INTENDED USE**

To assist Client in negotiating a purchase price.

**TYPE OF VALUE**

Market value as defined by USPAP.

**DATE OF VALUE**

Current

**HYPOTHETICAL CONDITIONS, EXTRAORDINARY ASSUMPTIONS**

None anticipated

**APPLICABLE REQUIREMENTS OTHER THAN THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE (USPAP)**

The Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

**CONTINGENT AND LIMITING CONDITIONS.**

**Attached Exhibit 1**

## **ANTICIPATED SCOPE OF WORK**

### **Site visit**

Interior and exterior observation, on-site.

### **Valuation approaches**

Sales comparison approach / Cost approach / Income approach

Note: Appraiser shall use all approaches necessary to develop a credible opinion of value.

## **APPRAISAL REPORT**

### **Report option**

Summary Appraisal Report.

### **Form or format:**

Narrative

### **CONTACT FOR PROPERTY ACCESS, IF APPLICABLE**

[name, phone number]

### **DELIVERY DATE**

February 20,2015

### **DELIVERY METHOD**

Email via PDF.

### **NUMBER OF COPIES**

The client may print 5 copies without further permission from the appraiser.

### **PAYMENT TO APPRAISER**

\$4,000.00

### **PROPOSED IMPROVEMENTS**

If the property appraised consists of proposed improvements, Client shall provide to Appraiser plans, specifications, or other documentation sufficient to identify the extent and character of the proposed improvements.

### **PROPERTIES UNDER CONTRACT FOR SALE**

If the property appraised is currently under contract for sale, Client shall provide to Appraiser a copy of said contract including all addenda per USPAP and State requirements.

### **CONFIDENTIALITY**

Appraiser shall not provide a copy of the written Appraisal Report to, or disclose the results of the appraisal prepared in accordance with this Agreement with, any party other than Client, unless

Client authorizes, except as stipulated in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP).

#### **CHANGES TO AGREEMENT**

Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the client, intended users, or intended use; the date of value; type of value; or property appraised cannot be changed without a new Agreement.

#### **CANCELLATION**

Client may cancel this Agreement at any time prior to the Appraiser's delivery of the Appraisal Report upon written notification to the Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing.

#### **NO THIRD PARTY BENEFICIARIES**

Nothing in this Agreement shall create a contractual relationship between the Appraiser or the Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

#### **USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS**

Appraiser may use employees or independent contractors at Appraiser's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement.

#### **TESTIMONY AT COURT OR OTHER PROCEEDINGS**

Unless otherwise stated in this Agreement, Client agrees that Appraiser's assignment pursuant to this Agreement shall not include the Appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery, sworn testimony in a judicial, arbitration or administrative proceeding, or attendance at any judicial, arbitration, or administrative proceeding relating to this assignment.

#### **APPRAISER INDEPENDENCE**

Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot insure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by Client or others or advance any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality and objectivity.

#### **EXPIRATION OF AGREEMENT**

This Agreement is valid only if signed by both Appraiser and Client within 10 days of the Date of Agreement specified.

**GOVERNING LAW & JURISDICTION**

The interpretation and enforcement of this Agreement shall be governed by the laws of the state in which the Appraiser's principal place of business is located, exclusive of any choice of law rules.

By Appraiser:

By Client:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_W. Toney Bishop, Jr. MAI/SRA\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
January 27, 2015  
(date)

\_\_\_\_\_  
(date)

DRAFT

## Exhibit 1

# Limiting Conditions and Assumptions

Bishop Appraisal Services © 2015

*All rights to this appraisal report are reserved by Bishop Appraisal Services and W. Toney Bishop, Jr. All drawings, written materials and opinions of value or any other material linked to this appraisal report written or described herein are the sole property of Bishop Appraisal Services and as such may not be altered, duplicated, used or disclosed to any other entity other than the "Intended User" expressly noted on the front page without the written consent from Bishop Appraisal Services. Any attempt to do so is a violation of the Federal Copyright laws and USPAP. This includes the borrower using the report for any other purpose than the purpose stated in the appraisal report within the addendum. The borrowers may not distribute the appraisal report to any other parties for any other purpose. The opinion of value is valid only in this specific circumstance.*

*By this notice, all persons and firms reviewing, utilizing or relying on this report in any manner bind themselves to accept these assumptions and limiting conditions. Do not use this report if you do not so accept. These conditions are a part of the appraisal report, they are a preface to any certification, definition, fact or analysis, and are intended to establish as a matter of record that the appraiser's function is to provide a present market value indication for the subject property based upon the appraiser's observations as to the subject property and the local and/or regional real estate market. This appraisal report is an economic study to estimate value as defined in it. It is not an engineering, construction, legal or architectural study nor survey and expertise in these areas, among others, are not implied. **IN THE EVENT THE CLIENTS DO NOT AGREE WITH THE METHODS AND CONCLUSIONS IN THIS REPORT THEY ARE ENCOURAGED IN SEEKING A SECOND OPINION.***

### 1. **LIMIT OF LIABILITY:**

The liability of the firm **Bishop Appraisal Services** and employees and affiliated independent contractors is limited to the **CLIENT ONLY AND TO THE FEE ACTUALLY RECEIVED BY APPRAISER (TOTAL PER APPRAISAL). FURTHER, THERE IS NO ACCOUNTABILITY, OBLIGATION, OR LIABILITY** to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such assignment and related discussions. The Appraiser is in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property; physically, financially, and/or legally. In the case of limited partnerships or syndication offerings or stock offerings in real estate, client agrees that in case of lawsuit (brought by lender, partner, or part owner in any form of ownership, tenant, or any other party), any and all awards, settlements of any type in such

suit, regardless of outcome, client will hold Appraiser completely harmless in any such action.

**2. COPIES, PUBLICATION, DISTRIBUTION, USE OF REPORT:**

Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for other than its intended use; the physical report(s) remain the property of Bishop Appraisal Services for the use of the client; the fee being for the analytical services only.

The Bylaws and Regulations of the Appraisal Institute require each Member and Candidate to control the use and distribution of each appraisal report signed by such Member or Candidate except as hereinafter provided, the client may distribute copies of this appraisal report in its entirety to such third parties as he may select; HOWEVER selected portions of this appraisal report shall NOT be given to third parties without the prior written consent of the signatories of this appraisal report. Neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations, news, sales or other media for public communication without the prior written consent of the Appraiser.

**3. CONFIDENTIALITY:**

This appraisal is to be used only in its entirety and no part is to be used without the whole report. All conclusions and opinions concerning the analysis as set forth in the report were prepared by the Appraiser(s) whose signature(s) appear on the appraisal report, unless indicated as "Review Appraiser". No change of any item in the report shall be made by anyone other than the Appraiser and/or officer of the firm. The Appraiser and firm shall have no responsibility if any such unauthorized change is made.

The Appraiser may not divulge the material (evaluation) contents of this report, analytical findings or conclusions, or give a copy of the report to anyone other than the client or his designee as specified in writing except as may be required by the Appraisal Institute as they may request in confidence for ethics enforcement, or by a court of law or body with the power of subpoena. Sales information obtained during the course of this appraisal assignment is the Appraiser's and it can be used or exchanged without consent of the client.

**4. TRADE SECRETS:**

This appraisal was obtained from Bishop Appraisal Services and/or its individuals or related independent contractors and consists of "trade secrets and commercial or financial information" which is privileged and confidential and exempted from disclosures under 5 U.S.C. 552 (b) (4). Notify the Appraiser(s) signing report or a

principal in Bishop Appraisal Services, for any request to reproduce this appraisal in whole or in part.

**5. INFORMATION USED:**

No responsibility is assumed for accuracy of information furnished by work of or work by others, the client, his designee, or public records. We are not liable for such information or the work of possible subcontractors. Be advised that some of the people associated with Bishop Appraisal Services and possibly signing the report are independent contractors.

The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit or other source thought reasonable: all are considered appropriate for inclusion to the best of our factual judgment and knowledge. An impractical and uneconomic expenditure of time would be required in attempting to furnish unimpeachable verification in all instances, particularly as to engineering and market-related information. It is suggested that the client consider independent verification as a prerequisite to any transaction involving sale, lease, or other significant commitment of funds for subject property.

**6. TESTIMONY, CONSULTATION, COMPLETION OF CONTRACT FOR APPRAISAL SERVICE:**

The contract for appraisal, consultation or analytical service is fulfilled, and the total fee is payable prior to delivery of the report. The Appraiser(s) or those assisting in preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal, in full or in part, nor engage in post appraisal consultation with client or third parties except under separate and special arrangement and at additional fee. If testimony or deposition is required because of any subpoena, the client shall be responsible for any additional time, fees, and charges regardless of issuing party.

**7. EXHIBITS:**

The sketches and maps in this report are included to assist the reader in visualizing the property and are not necessarily to scale. Various photos, if any, are included for the same purpose as of the date of the photos. Site plans are not surveys unless shown from separate surveyor.

**8. LEGAL, ENGINEERING, FINANCIAL, STRUCTURAL OR MECHANICAL NATURE HIDDEN COMPONENTS, SOIL:**

The Appraiser and/or firm have no responsibility for matters legal in character or nature, nor of any architectural, structural, mechanical, or engineering nature. No

opinion is rendered as to the title, which is presumed to be good and merchantable. The property is appraised as if free and clear, unless otherwise stated in particular parts of the report.

The legal description is assumed to be correct as used in this report as furnished by the client, his designee, or as derived by the Appraiser. Please note that no advice is given regarding mechanical equipment or structural integrity or adequacy nor soils and potential for settlement, drainage, and such (seek legal assistance) and such. The lender and owner should inspect the property before any disbursement of funds; further it is likely that the lender or owner may wish to require mechanical or structural inspections by qualified and licensed contractor, civil or structural engineer, architect, or other expert.

The Appraiser has inspected as far as possible. by observation, the land and the improvements; however; it was not possible to personally observe conditions beneath the soil or hidden structural or other components. We have not critically inspected mechanical components within the improvements and no representations are made herein as to these matters unless specifically stated and considered in the report. The value estimate considers there being no such conditions that would cause loss of value. The land or the soil of the are being appraised appears firm; however, subsidence in the area is unknown. The Appraiser(s) do not warrant against this condition or occurrence of problems arising from soil conditions. The appraisal is based on there being no hidden, unapparent, or apparent conditions of the property site, subsoil, or structures or toxic materials which would render it more or less valuable. The Appraiser and firm have no responsibility for any such conditions or for any expertise or engineering to discover them. All mechanical components are assumed to be in operable condition and status standard for properties of the subject type. Conditions of heating, cooling, ventilating, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. No judgment may be made by us to adequacy of insulation, type of insulation, or energy efficiency of the improvements or equipment which is assumed standard for subject age and type.

If the Appraiser has not been supplied with a deficiency or hazard inspection, surveyor occupancy permit, no responsibility or representation is assumed or made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained. No representation or warranties are made concerning obtaining the above mentioned items.

The Appraiser has no responsibility for any costs or consequences arising due to the need, or the lack of need for flood hazard insurance. An Agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

**9. LEGALITY OF USE:**

The appraisal is based on the premise that, there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in the report; further, that all applicable zoning, building, use regulations and restrictions of all types have been complied with unless otherwise stated in the report; further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate.

**10. COMPONENT VALUES:**

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

**11. AUXILIARY AND RELATED STUDIES:**

No environmental or impact studies, special market study or analysis, highest and best use analysis study or feasibility study has been requested or made unless otherwise specified in an agreement for services or in the report.

**12. DOLLAR VALUES, PURCHASING POWER:**

The market value estimated, and the costs used, are as of the date of the estimate of value. All dollar amounts are based on the purchasing power and price of dollar as of the date of value estimate.

**13. INCLUSIONS:**

Furnishings and equipment or personal property or business operations except as specifically indicated and typically considered as a part of real estate, have been disregarded with only the real estate being considered in the value estimate unless otherwise stated. In some property types, business and real estate interests and values are combined and essentially integrated to comprise the property in total, i.e. Hotels/Motels.

**14. PROPOSED IMPROVEMENTS. CONDITIONED VALUE:**

Improvements proposed, if any, on or off-site, as well as any repairs required are considered. for purposes of this appraisal to be completed in good and workmanlike manner according to information submitted and/or considered by the Appraiser(s). In cases of proposed construction, the appraisal is subject to

change upon inspection of property after construction is completed. This estimate of market value is as of the date shown, as proposed, as if completed and operating at levels shown and projected.

**15. VALUE CHANGE, DYNAMIC MARKET. INFLUENCES, ALTERATION OF ESTIMATE BY APPRAISER:**

The estimated market value that is defined in the report is subject to change with market changes over time; value is highly related to exposure, time, promotional effort, terms, motivation, and conditions surrounding the offering. The value estimate considers the productivity and relative attractiveness of the property physically and economically in the marketplace.

In cases of appraisals involving the capitalization of income benefits, the estimate of market value or investment value or value in use is a reflection of such benefits and Appraiser(s) interpretation of income and yields and other factors derived from general and specific client and market information. Such estimates are as of the date of the estimate of value: they are thus subject to change as the market and value is naturally dynamic.

"The Estimate of Market Value" in the appraisal report is not based in whole or in part upon the race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised. Appraisal report and value estimate are subject to change if physical or legal entity or financing is different than that envisioned in the report.

**16. MANAGEMENT OF THE PROPERTY:**

It is assumed that the property which is the subject of this report will be under prudent and competent ownership and management; neither inefficient nor super-efficient.

**17. CONTINUOUS EDUCATION CURRENT:**

The Appraisal Institute conducts a voluntary and a mandatory program of continuing education for its designated members depending upon date of membership. W. Toney Bishop, Jr. MAI/SRA is under the voluntary portion of the program. Those who meet the minimum standards of this program are awarded periodic educational certification.

**18. FEE:**

The fee for this appraisal or study is for the service rendered and not for the time spent on the physical report or the physical report itself. Amount of payment of fee for services is not contingent on any result, approval amount or other estimates or statements.

**19. MOLD, INSULATION, TOXIC AND OTHER HAZARDOUS MATERIALS:**

Unless otherwise stated in this report, the existence of hazardous material, that may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired. The appraiser does not guarantee that the property is free of defects or environmental problems.

**20. REVIEW:**

Unless otherwise noted herein, any named Review Appraiser of/from Bishop Appraisal Services has reviewed the report as to general appropriateness of technique and format, and has agreed to accept full responsibility for the contents and conclusions noted therein.

**21. CHANGES, MODIFICATIONS:**

The Appraiser(s) and/or principals of Bishop Appraisal Services reserve the right to alter statements, analyses, conclusions or any value estimate(s) in the appraisal if there becomes known to us facts pertinent to the appraisal process which were unknown to us when the report was finished.

**22. AFTER TAX ANALYSIS AND/OR VALUATION:**

Any "after" tax income or investment analysis and resultant measures of return on investment are intended to reflect only possible and general market considerations, whether as part of estimating value or estimating possible returns on investment at an assumed value or price paid; note that the Appraiser(s) does not claim expertise in tax matters and advises client and any other using the appraisal to seek competent tax advice as the Appraiser(s) is in no way to be considered a tax advisor or investment advisor.

**23. Americans with Disabilities Act (ADA) of 1990**

A civil rights act passed by Congress guaranteeing individuals with disabilities equal opportunity in public accommodations, employment, transportation, government services, and telecommunications. Statutory deadlines become effective on various dates between 1990 and 1997. Bishop Appraisal Services

Commercial has not made a determination regarding the subject's ADA compliance or non-compliance. **Non-compliance could have a negative impact on value, however this has not been considered or analyzed in this appraisal.**

DRAFT



January 16, 2015

Ms. Becky Guay, Operations Manager  
Town of West Yellowstone  
PO Box 1570  
West Yellowstone, MT 59758-1570

Dear Ms. Guay:

On behalf of Community Health Partners (CHP), may this letter serve to accompany financial information pertaining to CHP's fourth calendar year of operations in the Guy Hanson Medical Clinic. CHP is requesting the Town's share of \$75,000 in the risk-share agreement as voted on by the WY Town Council in 2014.

CHP had a busy year in 2014 with some transition as well. Our provider that had served the town for three years, Cary Wilson, moved on and CHP has hired a terrific new family nurse practitioner, Karie Randall, who started this month. Karie hails from Colorado and is excited to both live and work in West Yellowstone. In addition, our outreach and enrollment coordinator has been working with many residents to assist them in signing up for insurance through the Affordable Care Act. This free service is helping more local West Yellowstone residents get and keep affordable, good health insurance. Furthermore, CHP continues to offer mental health counseling through a partnership with the Gallatin Mental Health Center, as well as the Parents As Teachers home visiting program working with at risk families with young children.

In 2014, CHP served 1,341 patients during 3,260 medical encounters. Sixty-one percent of patients were from the greater Hebgen Basin area, and of the total patient population served, 62% lived below 200% of the Federal Poverty Line. CHP is committed to serving the residents and visitors of West Yellowstone with high-quality, affordable healthcare. To that end, our organization is committed to providing comprehensive primary care services in calendar year 2015, with plans to review our risk-share agreement with the Town during the spring 2015 budgeting process. We look forward to continuing our partnership with the Town and other community organizations to provide primary medical services in West Yellowstone.

Sincerely,

Lander Cooney, CEO

CHP – LIVINGSTON • 406-222-1111 126 South Main, Livingston, MT 59047	CHP – BOZEMAN • 406-585-1360 214 East Mendenhall, Bozeman, MT 59715	CHP – BELGRADE • 406-922-0820 19 East Main, Belgrade, MT 59714	CHP – WEST YELLOWSTONE • 406-646-9441 P.O. Box 1101 • West Yellowstone, MT 59758
CHP LIVINGSTON DENTAL PRACTICE • 406-922-0881 112 West Lewis, Livingston, MT 59047	CHP BOZEMAN DENTAL PRACTICE • 406-585-8701 120 North 19th, Bozeman, MT 59718	LEARNING PARTNERS • 406-823-6356 112 West Lewis, Livingston, MT 59047	

CHP - WEST YELLOWSTONE  
Profit & Loss  
January through December 2014

	<u>Jan - Dec 14</u>
Ordinary Income/Expense	
Income	
4001 · Total Net Patient Revenue	233,249.59
4500 · Revenue - Federal Grants	9,433.52
4510.8 · Meaningful Use Incentives	8,500.00
4511 · Revenue - State DPHHS Grant	2,500.00
4610 · Rev. - Donations	49,212.00
4910 · Rev. - Other Income.	7,941.52
Total Income	<u>310,836.63</u>
Gross Profit	310,836.63
Expense	
5000 · Salaries Medical	147,962.97
5060 · Contract Services - Medical	44,963.39
5070 · Supplies - Medical Supplies	28,918.35
5075 · Med Exp - CME/Dues/Licensure	12,061.21
5080 · Insurance - Med Prof Liability	788.26
5100 · Equipment - Medical Eq	8,622.38
6100 · Mental Health	3,420.00
6300 · Enabling Services	8,808.40
7000 · Facility Expense	21,499.03
7016 · Utilities Phone	8,087.80
7101 · Salaries Administrative	51,650.42
7200 · Fringe Benefits	33,532.60
7250 · Supplies - Office	4,004.67
7275 · Professional Fees - Office	4,087.79
7300 · Other Admin/Medical Expense	3,339.80
7350 · Travel Expense/Board Training	4,431.67
7600 · Computer Equipment	893.00
7650 · Furniture & Equipment - Office	469.00
Total Expense	<u>387,540.74</u>
Net Ordinary Income	(76,704.11)
Other Income/Expense	
Other Expense	
9110 · Capital Expense - Equipment	(7,790.75)
9200 · Admin. Overhead Allocation	42,235.17
Total Other Expense	<u>34,444.42</u>
Net Other Income	(34,444.42)
Net Income	<u>(111,148.53)</u>

**CHP - WEST YELLOWSTONE**  
**Profit & Loss**  
 January through December 2014

Jan - Dec 14

<b>Ordinary Income/Expense</b>	
<b>Income</b>	
4001 · Total Net Patient Revenue	
4010 · Rev- Patient Pay	
4011 · Full Payment Patient Charges	34,459.17
4012 · Sliding Fee Patient Charges	84,384.00
4013 · Sliding Fee Discounts	(66,793.70)
4114 · Patient Pay - Bad Debt	(8,569.58)
<b>Total 4010 · Rev- Patient Pay</b>	<b>43,479.89</b>
4210 · Rev. - Medicare	
4211 · Medicare charges	65,042.43
4212 · Medicare Adjustment	(14,367.10)
4214 · Medicare - Bad Debt	(1,406.91)
<b>Total 4210 · Rev. - Medicare</b>	<b>49,268.42</b>
4310 · Rev. - Medicaid	
4311 · Medicaid Charges	32,034.80
4312 · Medicaid - FQHC Adj.	3,048.93
4314 · Medicaid - Bad Debt	(65.55)
<b>Total 4310 · Rev. - Medicaid</b>	<b>35,018.18</b>
4410 · Rev. Private Insurance	
4411 · Private Insurance Charges	133,805.84
4412 · Private Insurance Adjustments	(20,115.64)
4413 · Employee Discount	(606.07)
4414 · Priv Insurance Bad Debt	(7,601.03)
<b>Total 4410 · Rev. Private Insurance</b>	<b>105,483.10</b>
<b>Total 4001 · Total Net Patient Revenue</b>	<b>233,249.59</b>
4500 · Revenue - Federal Grants	
4510.6 · Outreach & Enrollment	9,433.52
<b>Total 4500 · Revenue - Federal Grants</b>	<b>9,433.52</b>
4510.8 · Meaningful Use Incentives	8,500.00
4511 · Revenue - State DPHHS Grant	2,500.00
4610 · Rev. - Donations	
4620.2 · Donations - General	12.00
4620.4 · Donations - Foundation	49,200.00
<b>Total 4610 · Rev. - Donations</b>	<b>49,212.00</b>
4910 · Rev. - Other Income.	
4910.1 · Bad Debt Recoveries	2,024.67
4910.2 · Cost Report Settlements	731.93
4910.3 · Medicaid Case Management Fees	2,430.00
4910.6 · Medication Sales	2,179.00
4910.9 · DDS Rent	100.00
4910 · Rev. - Other income. - Other	475.92
<b>Total 4910 · Rev. - Other Income.</b>	<b>7,941.52</b>
<b>Total Income</b>	<b>310,836.63</b>
<b>Gross Profit</b>	<b>310,836.63</b>
<b>Expense</b>	
5000 · Salaries Medical	
5000.2 · Med-PA/NP	75,555.71
5000.3 · Med-Nurse - RN	49,247.53
5000.4 · Med - Med Asst	23,159.73
<b>Total 5000 · Salaries Medical</b>	<b>147,962.97</b>
5060 · Contract Services - Medical	
5060.1 · Contract Medical - Providers	41,653.36
5060.2 · Cont. Serv. Medical -Lab & XRay	3,310.03
<b>Total 5060 · Contract Services - Medical</b>	<b>44,963.39</b>

**CHP - WEST YELLOWSTONE**  
**Profit & Loss**  
January through December 2014

	<u>Jan - Dec 14</u>
<b>5070 · Supplies - Medical Supplies</b>	
5070.1 · Supplies Med.	16,495.47
5070.2 · Vaccines Med.	9,626.31
5070.3 · Vaccines - Flu	1,068.96
5070.4 · Injectables	1,727.61
<b>Total 5070 · Supplies - Medical Supplies</b>	<u>28,918.35</u>
<b>5075 · Med Exp - CME/Dues/Licensure</b>	
5075.2 · Med - CME	2,913.34
5075.3 · Dues/Licensure/DEA	1,808.00
5075.5 · Travel - Medical	7,339.87
<b>Total 5075 · Med Exp - CME/Dues/Licensure</b>	<u>12,061.21</u>
<b>5080 · Insurance - Med Prof Liability</b>	788.26
<b>5100 · Equipment - Medical Eq</b>	8,622.38
<b>6100 · Mental Health</b>	
6110 · IBH Contract Services	3,420.00
<b>Total 6100 · Mental Health</b>	<u>3,420.00</u>
<b>6300 · Enabling Services</b>	
6307 · Outreach & Enrollment Staff	8,042.24
6314 · Outreach Expense	766.16
<b>Total 6300 · Enabling Services</b>	<u>8,808.40</u>
<b>7000 · Facility Expense</b>	
7000.1 · Building Rent Expense	1,200.00
7000.4 · Cleaning Supplies	1,392.05
7000.5 · Facility Cleaning	12,637.75
7000.6 · Utilities	5,140.92
7000.8 · Maint + Repairs	1,128.31
<b>Total 7000 · Facility Expense</b>	<u>21,499.03</u>
<b>7016 · Utilities Phone</b>	
7016.1 · Phone - Local	6,756.01
7016.2 · Cell Phones and Data Connection	1,331.79
<b>Total 7016 · Utilities Phone</b>	<u>8,087.80</u>
<b>7101 · Salaries Administrative</b>	
7101.1 · Admin-Exec	20,513.10
7101.4 · Admin-Generalists	31,137.32
<b>Total 7101 · Salaries Administrative</b>	<u>51,650.42</u>
<b>7200 · Fringe Benefits</b>	
7201 · FICA Tax	14,968.42
7202 · Unemployment Tax	2,454.75
7203 · Workers Comp. Ins	1,303.44
7204 · Medicare FICA	1,308.73
7207 · Health Insurance	11,179.06
7209 · HSA Deposits	2,228.90
7215 · Other Benefits	89.30
<b>Total 7200 · Fringe Benefits</b>	<u>33,532.60</u>
<b>7250 · Supplies - Office</b>	
7250.1 · General Office	4,004.67
<b>Total 7250 · Supplies - Office</b>	<u>4,004.67</u>
<b>7275 · Professional Fees - Office</b>	
7275.1 · Prof. Fees - Accounting	4,087.79
<b>Total 7275 · Professional Fees - Office</b>	<u>4,087.79</u>
<b>7300 · Other Admin/Medical Expense</b>	
7301 · Postage and Shipping	406.26
7303 · Recruitment	2,635.13
7304 · Credentialing	15.95
7306 · Other Admin Expense	282.46
<b>Total 7300 · Other Admin/Medical Expense</b>	<u>3,339.80</u>

4:53 PM  
01/15/15  
Accrual Basis

CHP - WEST YELLOWSTONE  
Profit & Loss  
January through December 2014

	<u>Jan - Dec 14</u>
7350 · Travel Expense/Board Training	
7350.1 · Prof. Devlp. Admin.	180.80
7350.5 · In- House education	45.00
7350.6 · In-State Travel/Misc Food/	4,205.87
<b>Total 7350 · Travel Expense/Board Training</b>	<u>4,431.67</u>
7600 · Computer Equipment	
7600.2 · Software	893.00
<b>Total 7600 · Computer Equipment</b>	<u>893.00</u>
7650 · Furniture & Equipment - Office	469.00
<b>Total Expense</b>	<u>387,540.74</u>
<b>Net Ordinary Income</b>	(76,704.11)
<b>Other Income/Expense</b>	
<b>Other Expense</b>	
9110 · Capital Expense - Equipment	(7,790.75)
9200 · Admin. Overhead Allocation	42,235.17
<b>Total Other Expense</b>	<u>34,444.42</u>
<b>Net Other Income</b>	(34,444.42)
<b>Net Income</b>	<u><u>(111,148.53)</u></u>

**COMMUNITY HEALTH PARTNERS**

126 S. Main  
Livingston, MT 59047

**Invoice**

Date	Invoice #
12/31/2014	LD12.31.15

<b>Bill To</b>
Town of West Yellowstone P.O. Box 1570 West Yellowstone, MT 59758

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	2014 Calendar Year Risk Share  <i>1000-510370-859 leg</i>	75,000.00	75,000.00
		<b>Total</b>	<b>\$75,000.00</b>



The Right Fit

TEL 208.359.1461  
FAX 208.359-0740  
[SCOTT@DESIGNINTEL.COM](mailto:SCOTT@DESIGNINTEL.COM)

1037 ERICKSON DRIVE  
REXBURG, ID 83440  
[WWW.DESIGNINTEL.COM](http://WWW.DESIGNINTEL.COM)

Date: January 29, 2015

To: West Yellowstone Town Council

Subject: Purchase of Parking Spaces for China Town Restaurant

File No. 2014-072

Dear Sirs,

The China Town Restaurant is planning an addition. Per the town parking ordinance four additional parking spaces must be purchased. By this letter I am requesting your approval of this action on behalf of the owner.

The Planning and Zoning Department has approved this action.

Please call if you have further questions.

Sincerely,

Scott Spaulding, P.E.  
Design Intelligence, LLC

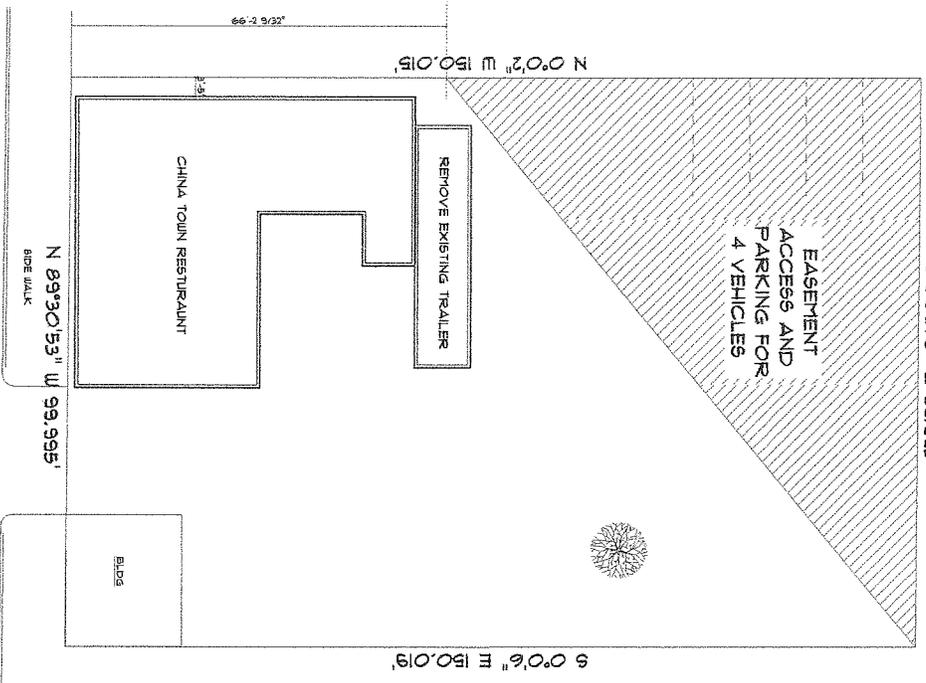
# LOT 2, BLOCK 27 OF THE TOWNSITE OF WEST YELLOWSTONE

S 89°31'0" E 99.995'

ACCESS POINT FOR ADJACENT PROPERTY OWNER

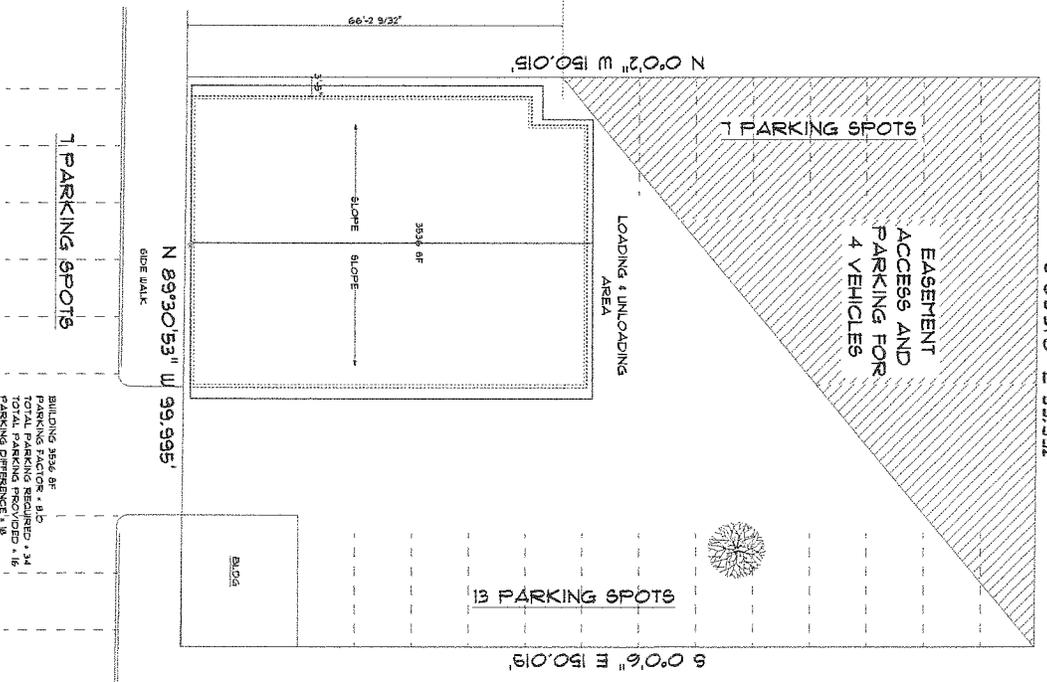
S 89°31'0" E 99.995'

ACCESS POINT FOR ADJACENT PROPERTY OWNER



**EXISTING SITE PLAN**  
1" = 40'

CONTRACTOR RESPONSIBILITY:  
IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL ASPECTS OF THESE DRAWINGS, SPECIFICATIONS, AND CONDITIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED BY THE CLIENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED BY THE CLIENT.



**PROPOSED SITE PLAN**  
1" = 40'

BUILDING 3534 SF  
PARKING FACTOR 0.16  
TOTAL PARKING PROVIDED 14  
PARKING DIFFERENCE 1.6  
REQUIRED SPACES TO BE PURCHASED 0.2 X 8' X 4 SPACES

DESIGNED BY: DESIGN INTELLIGENCE, LLC  
PROJECT: CHINA TOWN RESTAURANT REMODEL  
DATE: NOVEMBER 2014  
DRAWN BY: SAS  
SCALE: AS NOTED

C	CHINA TOWN RESTAURANT REMODEL WEST YELLOWSTONE, MONTANA	DESIGN INTELLIGENCE, LLC 1037 ERIKSON DR. REXBURG, IDAHO 83440	TEL: (208) 359-1461 FAX: (208) 359-0140	DATE: November 04, 2014 REVISIONS: DRAWING:	C
		SCALE: AS NOTED DRAWN BY: SAS 2014-012			

### **17.42.100 Payment for purchase of off-street parking spaces.**

---

Whenever within the B-3 zoning district of the town off-street parking spaces must be provided, the property owner or developer may, subject to town council review and approval, pay for parking spaces not provided in accordance with Section [17.42.090](#). The property owner or developer, upon written application to the town council, shall make a request to the town council to purchase off-street parking spaces in lieu of those not provided by the property owner or developer. The town council shall review each application and shall only approve an application if it conforms to the intent of this code as set forth in Section [17.42.010](#), and to criteria established by the town council, including but not limited to traffic congestion, potential traffic hazards, and the general safety and well-being of the public. If the application is approved, the property owner or developer shall pay a fee to the town to purchase the parking spaces not provided for the particular building or use, prorated in accordance with lot ownership.

A. Of the total parking required for motels, eighty percent must be provided on site. Twenty percent may be off site through the cash-for-parking fee. Required parking spaces can be parking on the street directly adjacent to the property, based on frontage, but cannot exceed fifty percent of the total spaces located on the street adjacent to the subject property.

Example: If a motel needs one hundred spaces, eighty spaces must be on site. If there are twenty spaces in front of the motel on the street, they can consider ten of them in their cash-for-parking plan; the other ten will be elsewhere, but they will still pay the current parking space fee for all twenty spaces.

B. For short-term uses, which are those uses shown with an asterisk in Table 17.42.090, the following formula shall be applied: total number of spaces required according to Table 17.42.090 minus those provided on premises, with the difference to be multiplied by 0.2. The result is the number of spaces that must be purchased.

Example: If an eating establishment needs twenty spaces and provides ten on-site spaces, the remainder, ten, is multiplied by 0.2. The result, two, is the number of spaces that must be purchased. For change of use, the two purchased spaces are counted as either two long-term spaces or ten short-term spaces.

C. The fee charged for each parking space required which is not provided by the developer in accordance with the requirements of this chapter shall be a one-time fee, the amount of which shall be established by resolution of the town council. This fee amount shall be paid to the town and shall be reviewed and adjusted periodically to reflect changes in development costs. Approval by the town council shall be obtained and payment of the fee shall be made to the town prior to the issuance of a building permit, or if there is no construction or alteration of a building, but only a change of use, then prior to the granting of a business license. All fees collected and all interest earned shall be held in a parking fund established by the town to be used for the creation and maintenance of municipal parking spaces. (Ord. 254 §3, 2010; Ord. 231 §1, 2007; Ord. 215 §6, 2004; Ord. 188 (part), 1996; Ord. 164 (part), 1994)

## MEMORANDUM

**TO: West Yellowstone Town Council/Operations Manager, Becky Guay**

**RE: Aquatic Center Lease vs. Deed**

**DATE: January 20, 2015**

**FROM: Jane Mersen**

---

### **INTRODUCTION**

At the work session held on January 6, 2015, the Council asked several questions regarding whether it would be better for the Town to lease property to the Aquatic Center group or to convey it via a deed with the right of reversion should the group not raise the necessary funding to build and operate an aquatic center. The Council asked for a short memo on the pros and cons of each.

### **DISCUSSION**

#### 1. A Lease:

Pros: A lease would provide the Town with more control over the property and any development thereon. A long term ground lease could last for up to 99 years and at the end of the term would simply terminate and the property would remain under the ownership of the Town. Generally long term leases provide that any improvements built on the property shall remain the property of the landowner at the end of the lease term. (See §70-18-101, MCA)

Cons: If the Town leased the property, it could still be at risk for liability for activities on the Property. Although the lease would undoubtedly contain all of the indemnification and hold harmless language required by our insurance carrier, such language will not stop an injured party from suing the Town.

#### 2. A Reversionary Deed:

Pros: A deed with a right of reversion would provide the Town with a means by which to get the property back should the group not reach their fundraising goals. The deed would transfer ownership of the property to the group and would generally remove the risk of liability from the Town.

Cons: If the Town deeds property to the group, even with the right of reversion, it gives up control over the property. If the group meets its fundraising goals then the property belongs to the group and the Town no longer has any rights, as an owner, to the property.

## **CONCLUSION**

If the Town decides to lease the property to the group, the lease must contain sufficient indemnification and hold harmless language to protect the Town from liability. My concern about the lease is if the center fails, and the group abandons the project, it will all fall back to the Town to either finish the building, run the center, sell it, or demolish it; all which will be very expensive and time consuming for the Town.

If the Town decides to convey the property by means of a deed with the right of reversion, any corresponding memorandum of understanding must include indemnification language to protect the Town and further must make provisions for the property to be returned to the Town if the financial goals are not met, which should be up to the sole discretion of the Town.

Under either scenario, the Town could be left “holding the bag”. I have not yet seen any type of personal or other guarantee that would provide the Town with security should the center fail. There are no provisions for demolishing the building should it not be completed or should it not continue to function after a period of years. The corporate documents for the group provide that if it terminates, that all of its assets will be distributed to the school. We heard from the school that it believes that it would only receive the assets and not any liabilities of the group. I do not know how the group would be able to convey its assets without those assets being subject to the group’s liabilities but that is not a question that I was asked to answer. I just don’t think it is an accurate statement about what would happen to the center should the group fail.

COUNTY OF GALLATIN )  
STATE OF MONTANA )

**DEED WITH POSSIBILITY OF REVERTERRIGHT OF REVERSION**

For the considerations of One Dollar (\$1.00) and other good and valuable consideration which includes the substantial benefit to be received by the town of West Yellowstone, its residents and its visitors by the establishment of a community aquatic center~~set forth in a contract executed simultaneously and \_\_\_\_\_ as Attachment "A" to this deed~~, the town of West Yellowstone, Montana (Grantor), does hereby grant, bargain, sell and convey, that portion of real estate being the West Yellowstone Original PLAT, S34, T13, S, R05, E, BLOCK 32, PLAT B-47-0, property type EP-Exempt Property, West Yellowstone Community Aquatic Center Corporation, a non-profit corporation having its principal place of activity in West Yellowstone, Montana (Grantee), upon the conditions set out below, and if the conditions are not kept and maintained by Grantee, Grantor, in its sole discretion, shall have the right to declare this conveyance null and void, and shall have the right to re-enter and shall record the Quit Claim Deed provided by the Grantee conveying to Grantor, the property. ~~The interests granted by this deed are subject to a right of reverter if terms and conditions are not met.~~ The terms and conditions of this conveyance agreed upon by the parties to this sale are that Grantee West Yellowstone Aquatic Center, Inc. shall raise 50% of the funds either in cash or grants or otherwise sufficient to fund the construction of the center and its initial operating expenses within three. ~~This 50% must be pledged or acquired within three~~ years of the date of the execution of this deed and all. ~~The entirety~~ of the approximately \$5,000,000.00 required to construct the facility and provide initial operating capital for one year must be raised within five years of the date of the execution of this deed. In the event the Grantee does not provide sufficient proof to the Grantor that \$5,000,000.00 has been raised and is immediately available for construction and operation, the property shall revert back to Grantor.

~~In the event that either or neither of these milestones are met, the town may, at its discretion, move to set aside this deed with title reverting to the town of West Yellowstone.~~

~~Grantor The town of West Yellowstone~~ covenants that it is the owner in fee of the subject property and that there are no mortgages or encumbrances against said transfer or pertaining to said property. ~~Grantor The town of West Yellowstone~~ further covenants that it has the authority and has taken all legal acts necessary for a Montana municipal entity to convey real estate.

~~Grantor The town of West Yellowstone~~ has, ~~through its sound counsel,~~ authorized the Mayor of the Town of West Yellowstone \_\_\_\_\_ to execute this conveyance conveying the property to ~~Grantee the West Yellowstone Aquatic Center, Inc. Upon the execution of this deed the grantee shall~~

~~have the immediate right of possession of said property with all the rights of a fee holding property owner.~~

Done this \_\_\_\_\_ day of ~~October~~ \_\_\_\_\_, 20145.

\_\_\_\_\_  
TOWN OF WEST YELLOWSTONE:

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

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

\_\_\_\_\_  
Its: Mayor

\_\_\_\_\_  
For the town of West Yellowstone, MT

\_\_\_\_\_  
Its \_\_\_\_\_

Sworn and Subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_ ~~October~~, 20145.

\_\_\_\_\_  
Notary Public – Montana State-at-Large

My Commission Expires: \_\_\_\_\_

**RESOLUTION NO. 654**  
**A RESOLUTION EXPRESSING THE INTENTION OF THE TOWN OF**  
**WEST YELLOWSTONE TO DONATE LAND OWNED BY**  
**THE TOWN TO BE USED AS THE SITE FOR A COMMUNITY**  
**AQUATICS CENTER**

WHEREAS, the Town of West Yellowstone does not currently have an public aquatics center to serve the recreational and fitness needs of the West Yellowstone community, its residents, and visitors; and,

WHEREAS, the Town has now owns various properties that would be suitable and appropriate as a site for a community aquatic center; and

WHEREAS, the Town believes that a community aquatic center will be a good use of the Town's land and a benefit to the citizens of the Town;

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

1. It is the intention of the Town of West Yellowstone to make available property for the sole purpose of establishing a site for a community aquatics facility. The Property is described as:

West Yellowstone Original PLAT, S34, T13, S, R05, E, BLOCK 32, PLAT B-47-0, property type EP-Exempt Property. [the entire lot?]

The property will be transferred by Deed With the Right of Reversion back to the Town of West Yellowstone if the conditions set out below are not met. The Grantee of that deed shall be the West Yellowstone Community Aquatic Center Corporation.

2. The conditions upon which the Town would convey the Property for the purpose described above shall include the following:

a. The person or organization developing the aquatic center will enter into an agreement with the Town of West Yellowstone wherein West Yellowstone will convey to the West Yellowstone Community Aquatic Center Corporation the Property on the condition that certain improvements be constructed and that certain construction and fundraising benchmarks must be made. Otherwise the Town of West Yellowstone shall have the right to cancel the deed with the title reverting back to the Town of West Yellowstone.

b. That the Property and improvements thereon be used for a community aquatic center, and other uses directly associated with such a facility, and not for any other use;

c. That the West Yellowstone Community Aquatic Center Corporation shall execute a Quit Claim Deed conveying the Property back to the Town which shall be held by the Town and only recorded if the West Yellowstone Community Aquatic Center Corporation fails to meet the benchmarks that are set out below;

d. That the West Yellowstone Community Aquatic Center Corporation shall not encumber the Property with any liens, mortgages, deeds of trust or similar security instruments that would in any way encumber the Property without the prior express written consent of the Town;

e. That the Property and facility be constructed, maintained and operated in compliance with all applicable federal, state, and local codes and statutes;

f. That the West Yellowstone Community Aquatic Center Corporation remains a tax-exempt corporation certified under Internal Revenue Code § 501(c)(3), that the entity maintain that status and that it complies to that status;

g. West Yellowstone Community Aquatic Center Corporation submits to the Town a business plan in a standard or customary form, including but not limited to an estimate of the total cost of the facility, as well as a description of the amount anticipated to be received from donations, loans, grants, and other sources;

h. That the facility on the Property not default or become delinquent on any obligations;

i. That the Town has the right to enter the Property at any time during the initial five year period;

j. That the West Yellowstone Community Aquatic Center Corporation shall prove to the Town, by bank records, that on or before the third anniversary of the execution of the Deed that the person or organization has in its possession funds equal to or exceeding 50 percent of the estimated \$5,000,000 cost to develop the aquatic center. Prior to the commencement of construction of the aquatic center, but not to exceed five years from the execution of the Deed, the West Yellowstone Community Aquatic Center Corporation shall prove to the Town that funds equal to or exceeding 100 percent of the costs of construction and one year of operating funds are immediately available. If the West Yellowstone Community Aquatic Center Corporation does not meet the requirements set forth in this section, the Town may, in its sole discretion, set aside the Deed and record the Quit Claim Deed, regaining clear title to the property at the end of five years as specified above;

k. That West Yellowstone Community Aquatic Center Corporation maintain adequate liability and casualty insurance on the property, and provide a certificate of liability insurance and associated declarations page to the Town each year. Further, the West Yellowstone Community Aquatic Center Corporation shall, as a condition of the granting of this interest in land, agree to defend, indemnify and hold harmless the Town of West Yellowstone from any claims of liability or damage brought against the Town of West Yellowstone for any injury occurring on the demised premises.

PASSED BY THE TOWN COUNCIL AND APPROVED BY THE MAYOR this  
\_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor

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

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

ATTEST:

January 15, 2015

To: James Patterson  
Superintendent of Public Services  
City of West Yellowstone  
PO Box 1570  
WEST YELLOWSTONE, MT 59758

From: Meghan Larsen, Planner  
MDT Rail, Transit and Planning Division

Subject: **Notice of MACI Air Quality Equipment Purchase Program**

The Montana Department of Transportation (MDT) is accepting applications for the Montana Air and Congestion Initiative (MACI) program for equipment to address particulate matter in Montana. Eligibility for the program is based on an area's Particulate Matter 10 (PM<sub>10</sub>) nonattainment status, or from being identified as being "at risk" of becoming nonattainment for PM<sub>10</sub> by the Montana Department of Environmental Quality (DEQ).

**Project Funding:** MDT's MACI program provides 86.58% of the funding; the remaining 13.42% is the local government's responsibility as a match requirement.

**Award Determination:** Awarding of the MACI program funds will be based on factors such as available funding, DEQ prioritization of PM<sub>10</sub> areas, asset management of existing equipment, stated need and the total number of applicants. The narrative and equipment inventory information requested on the enclosed form will help MDT prioritize statewide equipment needs.

**MDT Planning Department:** The MDT Planning Department will develop funding agreements outlining the financial responsibilities of each party and invoice the local or tribal government as outlined in the executed agreement.

**MDT Equipment Bureau:** The MDT Equipment Bureau will develop the equipment specifications, oversee the procurement process through state purchasing, accept delivery of the equipment, and inspect and distribute equipment from Helena MDT. For your planning purposes, a list of equipment type and the estimated cost is enclosed.

**Awardee:** The awardee will pay the match portion of cost (13.42%), verify equipment specifications with MDT, and be responsible for receiving equipment from Helena MDT.

**Timeline:** Application Due: **March 1, 2015**  
MDT Application review: March  
Grant award: April  
Bid process: April - May  
Equipment arrival: Typically 90 - 270 days after bid award depending on equipment

**Application Requirements:**

1. **Current Equipment Inventory** - Complete the inventory sheet for existing equipment previously purchased through the MACI Program (use extra pages as needed),
2. **Equipment Request** - Prioritize (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>) and list current equipment needs, and,



**Table B: MACI Equipment Request and Prioritization**

In **Table B** please list prioritized equipment needs by estimated cost in the table below. Estimated costs shown are per unit. The current indirect cost rate will be applied to the actual bid price of the equipment. Please list only one equipment need per priority box. **Provide adequate narrative justification of your needs for this equipment in a separate letter. Additionally, provide the number of road miles maintained.**

	Sweeper (Brooms)	Sweeper (Brooms)	Sweeper (Brooms)	Sweeper (Brooms)	Flush Truck	Liquid Deicer - 1800 gallons	Liquid Deicer - 1000 gallons	Liquid Deicer - 300 gallons	Combo Unit	Liquid Deicer Storage Tank	Liquid Deicer Storage Tank
	Small Pelican Type	Small Tennant Style	Large Vacuum Sweeper	Large Mechanical or Broom Bear	Truck - flush and deicer	Deicer	Deicer	Deicer	Sander and Deicer	10,000 gallon	10,000 Gallon
	Waterless Sweeper -3.6 yard capacity	Sweeper - 3.4 yard capacity	Non mechanical sweeper - 8 yard capacity	Street sweeper - 4.5 yard capacity	3000 Gal tank mount	Tandem Axle	Single Axle	1 Ton Truck	Tandem axle	Without Pump	With Pump
<b>Est. Cost:</b>	\$193,000	\$181,700	\$201,300	\$203,100	\$172,500	\$17,000	\$14,000	\$7,900	\$28,500	\$5,600	\$19,000
<b>Priority</b>											
1											
2											
3											
<b>Subtotal (\$)</b>											
<b>Total (\$)</b>											

To participate in the 2015 MACI Air Quality Maintenance Equipment Program, the existing equipment inventory (Table A), prioritized lists of equipment needs (Table B) and justification letter must be submitted. This information must be received by MDT by March 1st, 2015. Late or incomplete submittals will not be considered. If you have questions, contact Meghan Larsen at (406) 444-6121 or e-mail mlarsen@mt.gov

**2015 MACI AIR QUALITY EQUIPMENT**  
**DESCRIPTION AND ESTIMATED COST**

**Sweepers (Brooms)**

- |  |                  |
|--|------------------|
| <b>1. Small Waterless Pelican Type Sweeper</b>   | <b>\$193,000</b> |
| Three wheeled mechanical type street sweeper configured for sharp corners and around curbs and parking areas – 3.6 yard capacity |                  |
| <b>2. Small Tennet Style Sweeper</b>   | <b>\$181,700</b> |
| Small mechanical type sweeper configured for tight spaces, small parking lots and narrow streets - 3.4 yard capacity             |                  |
| <b>3. Large Vacuum Sweeper</b>   | <b>\$201,300</b> |
| Large Vacuum type non-mechanical street sweeper configured for sweeping streets and roads - 8 yard capacity                      |                  |
| <b>4. Large Mechanical Sweeper or Broom Bear</b>   | <b>\$203,100</b> |
| Large mechanical street sweeper configured for sweeping streets and roads - 4.5 yard capacity                                    |                  |

**Flush Trucks**

**\$172,500**

Permanently mounted 3000 gallon tank on a truck chassis used for flushing bridge decks and streets. The trucks can also be used to flush streets to minimize dust while sweeping and apply liquid deicer.

**Liquid Deicer Units**

Units are mounted on a skid and slide into the back of a truck to be used for applying liquid deicer.

<b>1800 gallon – tandem axle truck</b>	<b>\$17,000</b>
<b>1000 gallon – single axle truck</b>	<b>\$14,000</b>
<b>300 gallon – one ton truck</b>	<b>\$ 7,900</b>

**Combo Unit**

**\$28,500**

The Combo unit is a combination sander and a deicer that mounts on a tandem axle truck. It is made of stainless steel and has an 8 to 10 cubic yard sander/spreader that has 800 to 1300 gallons capacity for liquid deicer. The unit can spread sand, salt or any granular chemical. It can also wet the material as it is being spread as well as apply straight liquid.

**Liquid Deicer Storage Tanks**

10,000 gallon polyethylene storage tank for storing liquid deicer.

<b>Without pump</b>	<b>\$5,600</b>
<b>With pump</b>	<b>\$19,000</b>



**TABLE A. EXISTING MACI EQUIPMENT INVENTORY**

In **Table A** please list existing MACI equipment. For wheeled equipment provide mileage and hours used in item description. Attach extra sheets as needed. MDT has populated the table based on historical records of MACI equipment purchases. Please confirm or change information as applicable.

<b>Local Government:</b>	<b>West Yellowstone</b>				
<b>Equipment Name</b>	<b>Flush Truck</b>				
<b>Purchase Date</b>	2013				
<b>In-Service Date</b>	9/5/2014				
<b>Warranty</b>	1 year				
<b>Item Description</b>	flush truck				
<b>Add-ons</b>	no				
<b>Manufacturer/Vendor</b>	I State/Kois Bros				
<b>Model</b>	2015 Freightliner 1145 SD				
<b>Serial or Vin #</b>	1FVHG3DV2FHGB0694				
<b>Odometer</b>					
<b>Physical Location</b>					
<b>Condition/Status</b>					
<b>PO #</b>	2861				
<b>Useful Life</b>	15 years				
<b>Remaining Life</b>	14 years				
<b>Equipment Cost</b>	\$159,946.00				
<b>Indirect Cost (rate)</b>	9.12				
<b>Indirect Cost (total)</b>	\$14,587.00				
<b>Total Cost</b>	\$174,533.00				
<b>Local Match</b>	\$23,422.00				
<b>Disposal Date</b>					
<b>Comments</b>					

To participate in the 2015 MACI Air Quality Maintenance Equipment Program, the existing equipment inventory (Table A), prioritized lists of equipment needs (Table B) and justification letter must be submitted. This information must be received by MDT by March 1st, 2015. Late or incomplete submittals will not be considered. If you have questions, contact Meghan Larsen at (406) 444-6121 or e-mail [mlarsen@mt.gov](mailto:mlarsen@mt.gov)

**GENERAL AGREEMENT**

**BETWEEN**

**UNITED STATES NATIONAL PARK SERVICE  
YELLOWSTONE NATIONAL PARK, WYOMING**

**AND**

**WEST YELLOWSTONE POLICE DEPT,  
WEST YELLOWSTONE, MONTANA**

**ARTICLE I - BACKGROUND AND OBJECTIVES**

**WHEREAS, Under Title 16 United States Code (U.S.C.), Section 1a-6 the United States NATIONAL PARK SERVICE has the authority, jurisdiction, and responsibility to detect, investigate, and apprehend persons violating the criminal laws of the United States, and to provide law enforcement and emergency services inside Yellowstone National Park; and**

**WHEREAS, Title 16 U.S.C., Sections 1a and 1b (1) authorizes the NATIONAL PARK SERVICE to render emergency and other cooperative assistance to other agencies outside the NATIONAL PARK SERVICE SYSTEM; and**

**WHEREAS, the City of West Yellowstone, County of Gallatin, State of Montana, herein referred to as the CITY, has the authority, jurisdiction, and responsibility to detect, investigate, and apprehend persons violating State Law, and provide law enforcement and emergency services for the City of West Yellowstone; and**

**WHEREAS, criminal activity on a regional, statewide, and national level effect the quality of life inside Yellowstone National Park; and**

**WHEREAS, the NATIONAL PARK SERVICE Park Rangers and Special Agents are sometimes called to investigate criminal violations that originate inside the park but may lead to suspects , evidence, and investigative leads outside the park boundary; and**

**WHEREAS, the CITY officers are sometimes called to investigate criminal violations that originate inside the City of West Yellowstone but may lead to suspects, evidence, and investigative leads inside Yellowstone National Park; and**

**WHEREAS, both the NATIONAL PARK SERVICE and the CITY have the personnel, equipment, and skills suited to the task of managing law enforcement incidents and providing emergency services in their respective areas; and**

**WHEREAS, by pooling the resources of NATIONAL PARK SERVICE and the CITY in mutual assistance, the combined strengths and efforts of these two agencies will provide more extensive and effective law enforcement, emergency services, search and rescue efforts, and a safer working environment for officers of both agencies in such a manner that will coordinate best considering geographic, economic, population, and other factors influencing the needs of outlying communities; and**

WHEREAS, as a means of expediting and enhancing these efforts, National Park Service Park Rangers and Special Agents, selected and designated by the Chief Park Ranger, with the concurrence of the West Yellowstone Chief of Police, may be designated City Officers; and,

West Yellowstone Police Officers, selected and designated by the Chief of Police, with the concurrence of the National Park Service, may be deputized as Special Police for Yellowstone National Park.

## ARTICLE II – STATEMENTS OF WORK

The NATIONAL PARK SERVICE and the CITY agree as follows:

- (1) in that each of the areas referred to above may enjoy effective and the most efficient law enforcement, investigations, and police protection, as well as emergency services (search and rescue, public assistance, and other emergency assistance) the NATIONAL PARK SERVICE and the CITY agree to assist each other in carrying out law enforcement activities and other emergency operations on properties which are normally the concern of the other.
- (2) The CITY agrees that in the event law enforcement or emergency assistance that is beyond routine traffic incidents is needed, a request for such mutual assistance will be placed with or by the Chief Ranger or his/her representative.
- (3) THE NATIONAL PARK SERVICE agrees that in the event of law enforcement of emergency assistance that is beyond routine traffic incidents is needed, a request for mutual assistance will be placed with the Chief of Police of the CITY or his/her representative.
- (4) Criminal investigations within Yellowstone National Park will be conducted by NATIONAL PARK SERVICE Park Rangers or Special agents. Criminal investigations that occur outside Yellowstone National Park in Montana will be conducted by the the appropriate state or local agency. The NATIONAL PARK SERVICE or the CITY may request mutual assistance on criminal investigations, especially in cases that impact both jurisdictions, or have events that have occurred in both jurisdictions.
- (5) Mutual assistance provided by and to each agency may include but not be limited to conducting interviews, surveillance, records checks, vehicle searches, K-9 use, sharing of informants and sensitive intelligence and case information, and assistance with arrests and warrant service.
- (6) Law enforcement or emergency incidents within the CITY will be directed by the Chief of Police, City of West Yellowstone, or his/her representative. In Yellowstone National Park, incidents will be under the direction of the NATIONAL PARK SERVICE Chief Ranger, or his/her representative.
- (7) The NATIONAL PARK SERVICE and the CITY agree not to comment to the media on incidents that occurred in the other's jurisdiction. All media inquiries will be directed to the respective agency information officer.
- (8) The NATIONAL PARK SERVICE and the CITY each agree to permit personnel from each agency to enforcement and emergency services training sessions and/or use training facilities on a space available basis and without extraneous cost to the respective agency.
- (9) The NATIONAL PARK SERVICE and the CITY each agree that members or employees of the assisting agency shall at no time be considered employees of the requesting agency (under any circumstances).
- (10) The NATIONAL PARK SERVICE and the CITY each agree that during incidents which may begin in one agency's jurisdiction and extends or ends within the other's, a command structure may be established using the incident command system with a deputy incident commander from the cooperating agency. The role of the incident commander may switch as jurisdictional boundaries are crossed.

## ARTICLE III - TERM OF AGREEMENT

This General Agreement shall be effective when signed by the involved parties and shall not Exceed five (5) years, at which time it shall be reviewed, modified, or terminated.

#### ARTICLE IV, KEY OFFICIALS

Daniel N. Wenk, Superintendent, Yellowstone National Park; Tim Reid, Chief Ranger, Yellowstone National Park; Les Seago, NPS Asst. Special Agent-in-Charge; Rebecca Guay, City Manager – City of West Yellowstone; Scott Newell, Chief of Police, City of West Yellowstone.

#### ARTICLE V. PROPERTY UTILIZATION

In rendering mutual assistance in drug investigations and enforcement, each party shall be responsible for providing its own equipment, material, and supplies except in emergency cases where it is mutually agreed that the sharing or use of equipment loaned or furnished by another party is necessary or proper.

#### ARTICLE VI, REPORTS

Nothing in this section shall purport to waive, limit, or remove confidentiality imposed or allowed by law in regard to any such reports or the contents of the reports.

#### ARTICLE VII- ORGANIZATION

No separate legal entity shall be created by this Agreement. For the purposes of RM-9, Chapter 1-5, pages 3 and 4, this Agreement will be considered to include the provision for a NATIONAL PARK SERVICE / multi-jurisdictional investigative task force.

#### ARTICLE VIII- FINANCE AND BUDGET

No special or separate financial arrangements are made under this agreement. Each entity represented shall provide for its own financing and budget to cover the anticipated requirements of this Agreement, unless agreed to prior to a specific incident.

#### ARTICLE IX – INSURANCE

All immunities from liability enjoyed by the local political subdivision within its boundaries shall apply to its participation in rendering assistance under this Agreement. To the extent allowed by the Federal Tort Claims Act, the United States will be liable for the negligent acts of its employees acting within their scope of employment.

#### ARTICLE X –ASSET FORFEITURE

Assets for the purposes of this agreement shall include all items of value seized relative to the case and all court ordered fines or contributions to agencies defined in this agreement. The Yellowstone National Park Superintendent or their designee and the CITY shall work toward establishing fair and equitable agreement in individual case forfeiture. The National Park Service and the CITY will comply with the U. S. Department of Justice's requirements for the equitable sharing of federally forfeited property for state and local law enforcement agencies.

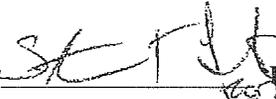
#### ARTICLE XI- APPROVALS OF SUPERINTENDENT, YELLOWSTONE NATIONAL PARK – FILING

This General Agreement must be submitted to and meet the approval of the Superintendent, Yellowstone National Park. The agreement shall be filed in the Chief Rangers Office, Yellowstone National Park. When these conditions have been met, the agreement shall be considered fully operational and in effect.

**ARTICLE XII – APPROVALS OF THE WEST YELLOWSTONE CHIEF OF POLICE AND CITY COUNCIL – FILING**

As a condition precedent to this agreement becoming effective, this agreement must be submitted to and receive the approval of the West Yellowstone Chief of Police and the West Yellowstone City Manager. When this agreement is approved by all parties, the agreement must be filed with the West Yellowstone Police Department. When these conditions have been met, this agreement shall be considered fully operational and in effect.

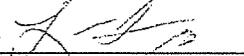
**YELLOWSTONE NATIONAL PARK**

By  Daniel N. Wenk, Superintendent

Date 1/28/2015

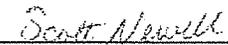
By  Tim Reid, Chief Ranger

Date 1/28/2015

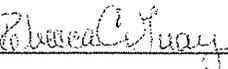
By  Les Seago, Asst. Special Agent-in-Charge

Date 1/29/2015

**CITY OF WEST YELLOWSTONE**

By  Scott Newell, Chief of Police

Date 01/26/2015

By  Rebecca Guay, City Manager

Date 1/26/15

LOCAL GOVERNMENT REVIEW STUDY COMMISSION OF  
THE TOWN OF WEST YELLOWSTONE

*TIMETABLE FOR STUDY COMMISSION DELIBERATIONS AND ACTIONS*

All meetings of the Study Commission are open to the public.

This timetable for the deliberations and actions of the Town of West Yellowstone Study Commission is established as required by 7-3-186, MCA for the purpose of assuring full public information concerning the Local Government Review process in our Town and enabling informed citizen participation.

- Dec 5, 2014 1:00 pm Study Commission organizational meeting, Town Hall.
- Dec 8-9, 2014 Study Commission Training at Montana State University
- Jan 6, 2015 1:00 pm First regular meeting of the Study Commission. Town Hall.
- Feb 12, 2015 and monthly thereafter on the Thursday after the second Sunday of each succeeding month through Sep 17, 2015 at 7:00 pm, regular Study Commission meeting at the Town Hall.
- Apr 16, 2015 Public Hearing to gather citizen input on the form, functions, powers, and problems of town government and the adequacy of town services.
- May 14, 2015 Adapt a Tentative Report
- June 18, 2015 Public Hearing to gather citizen response to Tentative Report
- July 16, 2015 Adopt final report and provide County Clerk and Recorder a ballot certificate if a proposal is to be placed on the Nov 3, 2015 ballot.
- Aug 13, 2015 If the final report proposes an alteration of local government, prepare public education materials to help citizens understand the proposal and compare the proposal with existing governmental form, structure, powers, and function.
- Sep 17, 2015 Approve public education materials and conduct public forum.
- Nov 5, 2015 If a proposed alteration in government is approved by the voters, initiate transition planning.
- Dec 3, 2015 Adopt transition advisory plan and vacate office.
- Dec 15, 2015 Deposit all minutes and other Study Commission documents with the county clerk and recorder.

**CITIZEN INPUT FORM**  
**TOWN OF WEST YELLOWSTONE LOCAL GOVERNMENT STUDY COMMISSION**

A link to an online version of this survey can be found at [www.TownOfWestYellowstone.com](http://www.TownOfWestYellowstone.com)

Please return this to the **Town Hall** or mail to **Town of West Yellowstone**, PO Box 1570 by 5:00pm **Feb 10, 2015**. Results will be discussed at the **Feb 12** meeting.

You may scan and email this survey (or request a .pdf version) or send any comments to the study commissioners:  
[rgibson@townofwestyellowstone.com](mailto:rgibson@townofwestyellowstone.com), [bstewart@townofwestyellowstone.com](mailto:bstewart@townofwestyellowstone.com), or [mcostello@townofwestyellowstone.com](mailto:mcostello@townofwestyellowstone.com)

<p>1. In general, how responsive is your town government to your needs?</p> <ol style="list-style-type: none"> <li>1. Very responsive</li> <li>2. Responsive</li> <li>3. Not very responsive</li> <li>4. Very unresponsive</li> <li>5. No opinion or don't know</li> </ol> <p>Comment:</p> <p>2. In your opinion, how fair is your town government in dealing with all of the residents of the community?</p> <ol style="list-style-type: none"> <li>1. Very responsive</li> <li>2. Responsive</li> <li>3. Not very responsive</li> <li>4. Very unresponsive</li> <li>5. No opinion or don't know</li> </ol> <p>Comment:</p> <p>3. If you had a problem that needed to be handled by the Town Council, do you believe they would listen to your concerns and treat you fairly?</p> <ol style="list-style-type: none"> <li>1. Yes</li> <li>2. Probably</li> <li>3. Probably not</li> <li>4. No</li> <li>5. No opinion or don't know</li> </ol> <p>Comment:</p> <p>4. I believe that law enforcement in our community is:</p> <ol style="list-style-type: none"> <li>1. More than adequate</li> <li>2. Adequate</li> <li>3. Less than adequate</li> <li>4. Inadequate</li> <li>5. No opinion or don't know</li> </ol> <p>Comment:</p>	<p>5. I believe maintenance of the streets and sidewalks in our community is:</p> <ol style="list-style-type: none"> <li>1. More than adequate</li> <li>2. Adequate</li> <li>3. Less than adequate</li> <li>4. Inadequate</li> <li>5. No opinion or don't know</li> </ol> <p>Comment:</p> <p>6. I believe social services in our community is:</p> <ol style="list-style-type: none"> <li>1. More than adequate</li> <li>2. Adequate</li> <li>3. Less than adequate</li> <li>4. Inadequate</li> <li>5. No opinion or don't know</li> </ol> <p>Comment:</p> <p>7. If you had a problem that needed to be handled by the Town Operations Manager, do you believe your concerns would be heard and that you would be treated fairly?</p> <ol style="list-style-type: none"> <li>1. Yes</li> <li>2. Probably</li> <li>3. Probably not</li> <li>4. No</li> <li>5. No opinion or don't know</li> </ol> <p>Comment:</p> <p>8. If I had to vote tomorrow, I would vote to:</p> <ol style="list-style-type: none"> <li>1. Keep Town government the same as it is now</li> <li>2. Make a few changes in the Town government</li> <li>3. Make major changes in the Town government</li> <li>4. Completely change the form and powers of the Town government</li> <li>5. No opinion or don't know</li> </ol> <p>Comment:</p>
--	---

How would you rank the following services provided by the Town of West Yellowstone? (check the appropriate box)

	Excellent	Good	Satisfactory	Unsatisfactory	No Opinion
Water					
Waste Water					
Police					
Fire					
Ambulance					
Streets					

Town of West Yellowstone  
Local Government Study Commission Meeting  
January 6, 2015

Study Commission Members Present: Richard Gibson-Chair, Blaize “Doc” Stewart, Marysue Costello, Liz Roos-Town Clerk & Ex-Officio Member

Others Present: Helene Rightenour, John Costello

Public Comment: No public comment is received.

Newspaper Liasion: Doc Stewart has volunteered to serve as the newspaper liaison, says that he lives across the street from Jeremy Weber, Editor for the West Yellowstone News.

1) Motion carried to appoint Doc Stewart as the newspaper liaison. (Gibson, Costello)

The Commission discusses scheduling meetings, setting a calendar, and how the commission should approach this project.

2) Motion carried to accept the proposed timetable for Study Commission Deliberations and Actions, understanding that the timetable may be adjusted as necessary. (Costello, Gibson)

Stewart says he will make the changes and clarifications they discussed and email everyone a final timetable. The group also discusses what they would like to accomplish prior to the February meeting. There is general agreement that each Study Commission member will visit with at least three members of the Town Council to gather input about the current form of government and potential changes.

3) Motion carried to adjourn, 1:45 PM. (Costello, Gibson)

---

Richard Gibson, Chair

---

Elizabeth Roos, Town Clerk

Town of West Yellowstone  
Study Commission Meeting  
January 23, 2015  
3:00 PM

Study Commission Members Present: Richard Gibson-Chair, Blaize “Doc” Stewart, Marysue Costello, Liz Roos-Town Clerk & Ex-Officio Member

Doc Stewart reports that he has met with Jeremy Weber, Editor for the WY News, and says that next week he is going to run an article in the paper about the Study Commission procedure. He says they are going to print the calendar and suggests that they also publish a citizen input form. Stewart presents a form he has prepared and there is discussion about distribution of the form. The commission discusses setting a deadline for collecting responses to the input form and agrees on February 10, 2015. They agree to also put the form on the Town’s website and set up an internet survey such as “survey monkey” where people can just take the survey online.

Motion carried to approve the survey and allow distribution of the survey as they see fit, and authorize the expenditure of up to \$100 to create the electronic survey. (Stewart, Gibson)

The meeting is adjourned, 3:30 PM.

---

Richard Gibson, Chair

---

Elizabeth Roos, Town Clerk

## EMPLOYMENT AGREEMENT

**THIS AGREEMENT** is made and entered into this 21 day of February, 2012, by and between the TOWN OF WEST YELLOWSTONE ("Town"), a Montana municipal corporation, of P.O. Box 1570, West Yellowstone, Montana 59758, and REBECCA GUAY ("Employee"), of \_\_\_\_\_, West Yellowstone, Montana 59758.

### WITNESSETH

**WHEREAS**, the Town of West Yellowstone wishes to employ the services of Employee as Operations Manager of the Town;

**WHEREAS**, the Town and Employee desire to provide for certain procedures, benefits and requirements regarding the employment of Employee by the Town; and

**WHEREAS**, Employee wishes to accept employment as Operations Manager of the Town under the terms and conditions described herein.

**IN CONSIDERATION** of the mutual promises contained herein, the parties agree as follows:

1. Duties.

The Town agrees to employ REBECCA GUAY as the Operations Manager of the Town of West Yellowstone to perform the duties of Operations Manager as specified by Town charter, ordinance, resolution or law, and to perform such other duties as assigned by the Town Council or Mayor of West Yellowstone. Employee warrants that he or she will perform his or her duties with the highest degree of skill and judgment in accordance with accepted standards for the municipal management profession.

2. Salary.

The annual salary of Employee shall be Seventy-Five Thousand Dollars (\$75,000.00). The salary shall be paid in accordance with the pay periods for other Town employees. The Town will consider appropriate salary increases, considering all relevant factors, such as performance reviews for the employee and salary increases for other town employees, particularly department heads.

3. Term of Employment.

a. Employee's term of employment begins on April 23, 2012 and continues for the term of three years, until April 23, 2015.

b. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Town Council to terminate the services of Employee at any time before the term of the

Agreement expires at a duly authorized public meeting with the majority of the governing body or for the default of Employee, subject only to the provisions set forth in Section 4 of this Agreement.

c. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his or her position with the Town, subject only to the provisions set forth in Section 5 of this Agreement.

d. Employee acknowledges that his or her employment with the Town is only for the specified term of this Agreement, subject to the termination provisions contained in Section 4 and Section 5 below, and that he or she accrues no legal right to continued employment as the Town's Operations Manager beyond the term specified herein.

e. The Employee acknowledges that his or her position as Operations Manager consists solely of executive, administrative and professional duties that exempt him or her from various state and federal wage, hour and labor laws.

#### 4. Termination of Employment by Town.

The Town may terminate the employment of Employee by giving written notice of termination to Employee by certified mail, return receipt requested. In the event the Town terminates such employment the Employee shall be entitled to receive (3) month's severance pay beginning on the date the notice is mailed. The severance pay mentioned in this paragraph shall include the Town's contribution to the Employee's health insurance, retirement fund, and all other benefits of the Employee. Any severance pay shall be paid within 48 hours of the last day of the Employee's employment, unless the parties agree otherwise. In the event Employee is terminated because of commission of a criminal act, then the Town shall have no obligation to provide severance pay. The operations manager has the same opportunity to utilize the grievance process as outlined in Section 10-02 of the personnel policy manual.

#### 5. Resignation by Employee.

Employee may voluntarily resign and terminate his/her employment with the Town by giving written notice of resignation to the Town by certified mail, return receipt requested, at least one (1) month before the effective date of resignation. In the event of such resignation, Employee shall not be entitled to receive any severance pay; however, Employee shall be entitled to receive accrued vacation pay and the applicable portion of sick leave accumulations to the effective date of resignation in accordance with the Town's employment personnel policy manual, Section 6-03(E) and Section 6-04(F) This provision supersedes any contrary provisions of the Town personnel policy manual.

#### 6. Performance Reviews.

The Town Council will conduct reviews of Employee's performance after the first 6 months of employment, then again before each anniversary date of hire outlined in this contract. After

each performance review the Town, in its sole discretion, may consider increasing the Employee's salary or benefits. There will be a performance review at least 60 days prior to the end of this contract.

7. Retirement Benefits.

The Town shall contribute to the Public Employment Retirement System (PERS) on behalf of the employee in accordance with the rules set forth by the Public Employment Retirement Administration as referenced in the MCA 19-3-315.

8. Insurance Coverage.

The Town shall provide the same group health, dental, vision and insurance benefits for Employee as provided for Town employees generally.

9. Vacation and Sick Leave.

The Employee shall accrue vacation leave and sick leave at the same rate as provided for Town employees generally accordance with Sections 06-03 and 06-04 of the Town personnel policy manual. In addition, the employee shall be allowed to take 40 hours of unpaid vacation time at his or her discretion. The Employee shall be entitled to take the same holidays from work as Town employees generally in accordance with Section 06-14 of the Town personnel policy manual. At the conclusion of the Employee's employment, the Employee shall be entitled to receive accrued vacation leave and sick leave to the same extent and in the same manner as is provided for Town employees generally in accordance with Sections 06-03 and 06-04 of the Town personnel policy manual and as referenced in MCA 2-18-604-617 and 39-31-102

10. Other Benefits.

In addition to the benefits cited herein, the Town shall provide the Employee with all other benefits that apply to Town employees generally. The Town shall also pay the Employee for relocation costs in the amount of \$2,500.

11. Work Week.

A normal work week for the employee is five days, Monday through Friday, of each week. This work week may vary depending upon the circumstances and needs of the Town and the Employee, including but not limited to special events and activities that may occur on weekends or holidays.

12. Review of Employment.

This Employment Agreement shall be reviewed by the parties at least 60 days prior to the end of its term. No changes, amendments or modifications of any kind to its terms and conditions shall be valid unless agreed upon by both parties and reduced to writing.

13. Outside Employment.

The Employee may maintain separate employment provided that: (1) the practice does not interfere with his duties as Operations Manager; (2) the practice does not present any conflict of interest with his or her duties as Operations Manager; (3) the employee uses accrued vacation time when necessary for his separate employment, unless the Town agrees to alternative arrangements; (4) all time off requested for the separate employment shall be scheduled to first accommodate the Town's business needs; (5) the employee shall communicate with the Town and with his or her separate employer, client, or other involved person to ensure that that person, and other persons affected by the employee's outside employment, are aware that such outside employment is not being done on behalf of or for the benefit of the Town, and that in engaging in such outside employment, the employee is not acting as an agent, officer or employee of the Town.

14. Conflict with Town Policies.

In the event that the terms of this Agreement conflict with any policy or procedure of the Town, including the Town's written policy and procedure manual, the terms of this Agreement shall govern.

15. Applicable Law.

This Agreement shall be governed in all respects by the laws of the State of Montana. Any lawsuit arising from or alleging breach of this Agreement shall be filed in Gallatin County, Montana.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**EMPLOYEE**

Rebecca Guay  
REBECCA GUAY

**THE TOWN OF WEST YELLOWSTONE**

By Jerry D. Johnson  
Mayor

ATTEST:

By [Signature]  
Town Clerk