

Town of West Yellowstone

Tuesday, September 29, 2015

West Yellowstone Town Hall, 440 Yellowstone Avenue

Work Session & Town Council Meeting

6:00 PM

Housing Presentation, Kirsten Goldstein, Americorps VISTA

Discussion

7:30 PM

Pledge of Allegiance

Purchase Orders

- #6672 to ProForce Law Enforcement, 6 Tasers + equipment, \$7360.05 ∞

Treasurer's Report

Claims ∞

Consent Agenda: September 15, 2015 Town Council Meeting ∞

Business License Applications

Advisory Board Report(s)

Operations Manager & Department Head Reports

Assignments Report

Comment Period

- **Public Comment**
- **Council Comments**

UNFINISHED BUSINESS

Town Engineering Agreement, The Dyer Group

Discussion/Action ∞

NEW BUSINESS

Library Services Contract with Gallatin County, FY 2016

Discussion/Action ∞

Correspondence/FYI

Meeting Reminders



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

Public Hearing/Public Meeting

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

Oral Communication

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

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

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

General Town Council Meeting Information

- Regular Town Council meetings are held at 7:00 PM on the first and third Tuesdays of each month at the West Yellowstone Town Hall, 440 Yellowstone Avenue, West Yellowstone, Montana.
- Presently, informal Town Council work sessions are held at 12 Noon on Tuesdays and occasionally on other mornings and evenings. Work sessions also take place at the Town Hall located at 440 Yellowstone Avenue.
- The schedule for Town Council meetings and work sessions is detailed on an agenda. The agenda is a list of business items to be considered at a meeting. Copies of agendas are available at the entrance to the meeting room.
- Agendas are published at least 48 hours prior to Town Council meetings and work sessions. Agendas are posted at the Town Offices and at the Post Office. In addition, agendas and packets are available online at the Town's website: www.townofwestyellowstone.com. Questions about the agenda may be directed to the Town Clerk at 646-7795.
- Official minutes of Town Council meetings are prepared and kept by the Town Clerk and are reviewed and approved by the Town Council. Copies of approved minutes are available at the Town Clerk's office or on the Town's website: www.townofwestyellowstone.com.

P.O. BOX 1570

**TOWN OF WEST YELLOWSTONE
MONTANA**

PHONE: 406-646-7795

FAX: 406-646-7511

info@townofwestyellowstone.com

PURCHASE ORDER

Date	Ship Via	1000-420100-220
Order No. 006672	Department	#11111

TO: *Proforce Law Enforcement*

ADDRESS: *3009 North Highway 89 Prescott AZ 86301*

PLEASE FURNISH THE TOWN OF WEST YELLOWSTONE WITH:

Quantity	Description
<i>6</i>	<i>Taser X-2</i>
<i>6</i>	<i>Power magazines</i>
<i>6</i>	<i>Taser holsters</i>
<i>30</i>	<i>25 & cartridges</i>
<i>1</i>	<i>Dataport download</i>

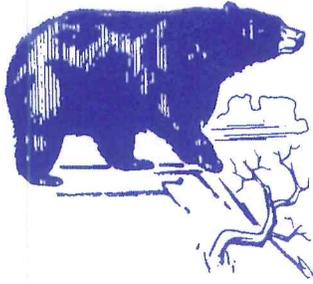
RMA

Authorized By _____

Estimated Cost \$ *7360.05*

Requested By: *Scott Newell*

VENDOR COPY - White OFFICE COPY - Canary



TOWN OF WEST YELLOWSTONE



POLICE DEPARTMENT

Purchase Order

Police Department
Taser upgrade
September 29, 2015

Background

The department adopted a Taser program prior to this administration. The department currently utilizes the Taser brand, X26 model and has an inventory of 5 Tasers. The X26 model is a single shot model which has a one (1) year manufacturer's warranty, and has a life expectancy of five (5) years. The X26 model has older technology than newer models provided by the same company. Effective December 31, 2014, Taser International discontinued the Taser X26 model. It is no longer available for purchase or for use as a replacement by the manufacturer when factory repair is required.

Findings

Taser International has continued to research and manufacture additional products since our department adopted the program. One product which was evaluated and determined to be the best choice for a replacement of the aging and now discontinued X26 model is Taser's X2 model. The X2 model is similar in size and appearance, but has several advantages. The X2 model provides a second shot ability without the necessity for a reload. The X2 model can complete a circuit if the negative probe from one cartridge and the positive probe from a second cartridge complete the circuit. The X2 model is similar to the X26 model, but has a different shape which requires new holsters for officers once they have completed the training program designed for transitioning to the new model. Additionally, the X2 model requires different cartridges than the X26 model.

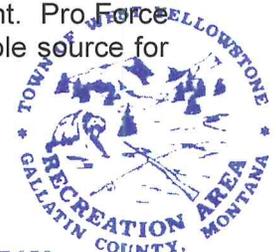
The new X2 model was selected in the first quarter of 2014. The decision was made to purchase and implement the new X2 model in the first quarter of 2015 after the X26 model was no longer available.

Budget Effect

Replacement of the current inventory of Taser X26 models with the X2 model is \$6179.70. The remaining \$1180.35 is for cartridges for duty use, cartridges for training purposes, batteries (maintenance) and holsters to be issued to officers qualified to carry the Taser. Fiscal Year 2015-2016 object code 1000-420100-212 was allotted \$7500.00 for this purchase.

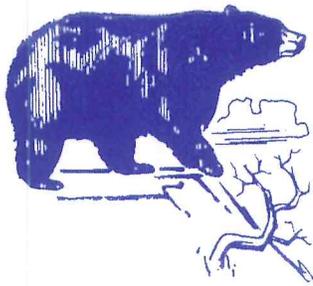
Recommendation

Approve payment of \$7360.05 to Taser International for the replacement Taser X2 model, along with the associated equipment purchased for maintenance, training and deployment. Pro Force Law Enforcement is an authorized Taser International retailer, and they are the sole source for this purchase.



West Yellowstone Police Department

P.O Box 1570 West Yellowstone, Montana 59758 (406) 646-7600 Fax (406) 646-7650



TOWN OF WEST YELLOWSTONE



POLICE DEPARTMENT

September 18, 2015

Pro Force Law Enforcement
3009 North Highway 89
Prescott, AZ 86301
(800) 367-5855

Attention Montana Sales Representative,

The West Yellowstone Police Department would like to purchase new Tasers and participate in the upgrade program. The West Yellowstone Police Department would like to purchased six Taser X-2's and submit five Taser X-26's as part of the upgrade program.

Please check the following list, and, if possible, can received a confirmed quote on these prices and items.

Item Number	Item	Agency Price	Quantity	Total
22002	Black X-2 CEW	1029.95	6	6179.70
22012	Tactical Performance Power Magazine	54.50	6	327.00
22501	Holster, X-2, Right Hand, Blackhawk	65.85	6	395.10
22151	25 foot Live Smart Cartridge	31.45	30	943.50
22013	Kit, Dataport Download, USB	164.75	1	164.75
-	Upgrade Program	130.00	5	650.00
				7360.05

Please contact me at 406-640-7600 if you have any questions.

Respectfully,

Scott Newell
Chief of Police

Town of West Yellowstone
1000-420100-212

West Yellowstone Police Department

P.O Box 1570 West Yellowstone, Montana 59758 (406) 646-7600 Fax (406) 646-7650



09/25/15
16:05:21

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 10/15

Page: 1 of 4
Report ID: AP100

* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
41352		1089 Gallatin County Treasurer		919.00								
	Aug 2015	09/29/15 Tech surcharge		315.00		COURT	7458		212200			101000
	Aug 2015	09/29/15 MLEA		310.00		COURT	7467		212200			101000
	Aug 2015	09/29/15 Victims Assistance		294.00		COURT	7699		212200			101000
41354		2099 Quick Print of West Yellowstone		302.10								
	7511	09/17/15 RT forms		302.10		FINADM	1000		410510	220		101000
41356		289 Greg Forsythe		779.96								
	09/22/15	reimb 2 TVs + service plan		779.96		TWNHAL	1000		411250	357		101000
41357		2920 Sherwin-Williams		1,142.15								
	2316-6	09/23/15 road paint		1,142.15		GASTAX	2820		430200	368		101000
41358		2783 Staples Contract & Commercial		456.79								
	7001501912	11/14/14 supplies		16.98		DISPAT	1000		420160	220		101000
	7001501912	11/14/14 supplies		34.18		JAIL	1000		420230	220		101000
	7001898545	07/28/15 supplies		25.49		JAIL	1000		420230	220		101000
	7001896543	07/25/15 supplies		35.98		DISPAT	1000		420160	220		101000
	7001896543	07/28/15 supplies		75.98		JAIL	1000		420230	220		101000
	7001501955	11/14/14 supplies		88.99		DISPAT	1000		420160	216		101000
	7001501954	11/14/14 supplies		179.19		DISPAT	1000		420160	216		101000
41359		2440 David L Righenour		92.00								
	09/11/15	reimb meals, CJIN Billings		92.00		DISPAT	1000		420160	370		101000
41360		1934 Brenda Martin		92.00								
	09/11/15	reimb meals, CJIN Billings		92.00		DISPAT	1000		420160	370		101000
41361		2854 Kenco Security and Technology		79.50								
	1247629	10/01/15 monitoring, alarm		79.50		TWNHAL	1000		411250	357		101000
41362		1387 MONTANA RURAL WATER SYSTEMS		200.00								
	2015052512	09/15/15 annual membership dues		200.00		WATER	5210		430500	380		101000
41363		489 MSE ANALYTICAL LABORATORY		198.00								
	1509088	09/18/15 water samples		198.00		WATER	5210		430500	357		101000
41364		2762 Mission Communications, LLC		3,380.40								
	40031829	09/17/15 sewer system monitoring		3,380.40		SEWER	5310		430600	398		101000

09/25/15
16:05:21

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 10/15

Page: 2 of 4
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
41365	1331 West Yellowstone Foundation 09/21/15 refund UPDL deposit	350.00 350.00		UPDL	2210 214000		101000
41366	999999 KARA GARCIA 09/21/15 refund UPDL deposit	350.00 350.00		UPDL	2210 214000		101000
41367	999999 TATIANA SALINAS 09/22/15 refund Povah deposit	350.00 350.00		POVAH	2210 214001		101000
41368	2635 Jake's Automotive and Tire 15104 09/21/15 wiper blade replace	19.48 19.48		POLICE	1000 420100	361	101000
41369	2855 Basic Computer Troubleshooting & 20017 09/16/15 IT support	70.00 70.00		STREET	1000 430200	357	101000
41370	2586 Waxie Sanitary Supply 75493219 09/08/15 supplies 75503957 09/11/15 supplies	558.26 439.70 118.56		PARKS PARKS	1000 460430 1000 460430	220 220	101000 101000
41371	2871 Rand Olsen Construction, LLC 128 09/17/15 UPDL Generator Bldg, final 128 09/17/15 1% MT contractors tax	38,219.90 38,605.95* -386.05*		CAP CAP	4000 411240 4000 411240	937 937	101000 101000
41372	277 DEPARTMENT OF REVENUE 09/17/15 UPDL Generator Bldg, final	386.05 386.05*		CAP	4000 411240	937	101000
41373	2344 Branding Iron Inn 09/17/15 restitution TK-2015-226	347.01 347.01		COURT	7469 212401		101000
41374	999999 YELLOWSTONE PAWPARAZZI 09/15/15 restitution TK-2015-280	250.00 250.00		COURT	7469 212401		101000
41375	29 Terrell's Office Machines Inc 306964 09/01/15 contract invoice	47.50 47.50		LIBRAR	2220 460100	398	101000
41376	951 Barnes & Noble 3091375 09/01/15 books 3090616 08/31/15 books 3090617 08/31/15 books	444.06 49.59 232.47 162.00		LIB LIB LIB	2220 460100 2220 460100 2220 460100	215 215 215	101000 101000 101000
41377	1379 Montana Legislative Services 09/25/15 MCA full set 2015	350.00 350.00		COURT	1000 410360	215	101000

09/25/15
16:05:21

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 10/15

Page: 3 of 4
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
41378	2837 Sheri Holtzen	33.35					
	09/25/15 reimb petty cash, postage	27.55		POLICE	1000 420110	311	101000
	09/25/15 reimb petty cash, postage	5.80		FINADM	1000 410510	311	101000
41379	983 Jerry Johnson	149.75					
	09/25/15 travel, MLCT conf	149.75		LEGIS	1000 410100	370	101000
41380	2837 Sheri Holtzen	49.00					
	09/25/15 travel, MLCT conf	49.00		FINADM	1000 410100	370	101000
41381	1282 Elizabeth Roos	169.75					
	09/25/15 travel, MLCT conf	169.75		FINADM	1000 410100	370	101000
41382	1770 Melanie Gospodarek	29.00					
	09/25/15 travel, MLCT conf	29.00		FINADM	1000 410100	370	101000
41383	1241 Safeguard	1,023.66					
	030943882 09/15/15 checks	292.18		FINADM	1000 410510	220	101000
	030943856 09/15/15 utility postcards	365.74		WATER	5210 430570	220	101000
	030943856 09/15/15 utility postcards	365.74*		SEWER	5310 430670	220	101000
	# of Claims 30	Total: 50,838.67					

Fund/Account	Amount
1000 General Fund	
101000 CASH	\$3,523.12
2210 Parks & Recreation	
101000 CASH	\$1,050.00
2220 Library	
101000 CASH	\$491.56
2820 Gas Tax Apportionment	
101000 CASH	\$1,142.15
4000 Capital Projects/Equipment	
101000 CASH	\$38,605.95
5210 Water Operating Fund	
101000 CASH	\$763.74
5310 Sewer Operating Fund	
101000 CASH	\$3,746.14
7458 Court Surcharge HB176	
101000 CASH	\$315.00
7467 MT Law Enforcement Academy (MLEA)	
101000 CASH	\$310.00
7469 City Court - Judge Brandis	
101000 CASH	\$597.01
7699 Victims Assistance Program	
101000 CASH	\$294.00
Total:	\$50,838.67

WEST YELLOWSTONE TOWN COUNCIL
Town Council Meeting & Work Session
September 15, 2015

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

OTHERS PRESENT: Finance Director Lanie Gospodarek, Public Services Superintendent James Patterson, Chief of Police Scott Newell, Social Services Director Kathi Arnado

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 #6730 to Woody Smith Ford to purchase a 2015 Ford F-350 pickup with a flatbed and plow for \$40,297.00. (Johnson, Costello)
- 2) Motion carried to approve the claims which total \$185,279.27. (Johnson, Forsythe) Forsythe abstains from #41319.
- 3) Motion carried to approve the Consent Agenda, which includes the minutes of the September 1, 2015 Town Council Meeting and September 8, 2015 Town Council Work Session. (Costello, Parker)
- 4) Motion carried to approve the request to subdivide the plat with the conditions that the face of the plat shows access for utilities and access to Lot 8B with no obligation by the Town to maintain that access. (JJ, Forsythe) Schmier is opposed, motion passes.
- 5) Motion carried to approve the amended Staffing Plan dated September 15, 2015. (Johnson, Parker)
- 6) Motion carried to approve the amended plat for Block 1, Lot 4 of the B-3 District as requested by the Barnes family. (Costello, Forsythe)
- 7) Motion carried to approve the recommendation from the Marketing and Promotions Fund Award Recommendation to award \$3250 to the 2016 Hebgen Lake Ice Fishing Tournament. (Forsythe, Costello)
- 8) Motion carried to table the Town Engineering Agreement. (Schmier, Forsythe)

Public Comment Period

No public comment is received.

Council Comments

Johnson mentions that long-time resident Irv Etzel passed away recently and should be remembered. Schmier thanks the staff for all of their extra efforts in the absence of an Operations Manager.

DISCUSSION

- A) **Advisory Board Reports:** Council Member Parker reports that the Health Care Advisory Board is meeting here at the Town Hall tomorrow at 12 Noon. He says they are making good progress on the Request for Proposals process. Town Clerk Liz Roos says that the Study Commission is meeting Thursday, September 17, 2015 at 7 PM.

- B) **Operations Manager's Report:** Acting Operations Manager and Mayor Brad Schmier says that they have agreed to do the finalist selection for Operations Manager by electronic means or Skype. They do need to select a date for that meeting, which will be discussed later this evening. He reports that they have been in correspondence with Gallatin County about the Interlocal Agreement from 2008 for 911 Services. Town Attorney Jane Mersen has sent a letter to Jim Doar, the County Administrator, alleging that the county has underpaid the Town by \$442,725 for the years 2008-2015, according to the agreement and they are waiting for a response. A letter is also being sent to the Montana Department of Commerce requesting an extension for the CDBG contract until December 2015 as the project did not get started until February 2015. The original expiration date is October 2015. The Police Commission did conduct oral interviews on September 10 and has selected two candidates to move forward with through the hiring process.

Patterson says that they are getting ready to pour the concrete for the ice skating rink and expect to pour next Monday-Tuesday. Patterson says the slurry seal project has been delayed until next week due to the rain. He says that he has a meeting set up next Wednesday, September 23 with Dick Anderson and Architect Dale Nelson to discuss the Town Hall building issues. He says they have poured the cement for the light poles at the ice skating rink and installed the poles but they will probably wait until spring to pour the new parking lot. Gospodarek says the Finance Department is preparing for resort tax audits, the annual budget report, updates on the Playmill litigation, second notices for people that did not respond to the sewer inventory requests from last year, and preparing for year-end closing entries. Kathi Arnado introduces Leah Sherman, the new Social Services Assistant. Sherman is starting work tomorrow. Arnado says she has been working with Habitat for Humanity and helping local families through the qualification process. She says that a local family will get a house in the West Yellowstone area. Chief Newell thanks Johnson and Gospodarek for their assistance with the negotiations process with the Police Unit earlier today. Newell also briefly describes a very bad accident last Sunday, just over Targhee Pass in Idaho where a Sheriff's Deputy and Island park resident were injured by another vehicle and life-flighted. They are in stable but critical condition. Newell says they actually had four life-flights that evening, which explains the many sirens. Gospodarek also reports that VISTA volunteer Kirstin Goldstein delivered the bound Preliminary Architectural Report (PAR) for the housing study.

- 4) Mayor Schmier explains that the proposed subdivision for Block 21, Lot 8 of Old Town, owned by Marc and SJ Shepherd, was tabled at the previous meeting and referred to the Planning Board for a recommendation. Council Member Parker explains that the Planning Board did review the proposal and after extensive discussion, approved the proposal. Since that meeting, the Town Attorney has issued a memo with the opinion that the proposal does not comply with the subdivision regulations. Costello points out that the opinion from the attorney was received this morning and suggests that the Planning Board consider meeting again on the topic and taking the attorney's opinion into account. SJ Sheppard addresses the Council and argues that the business license they have for the RV sites on the west side of the property already allows access to their property from the interior park. She quotes other sections of the West Yellowstone Municipal Code that references access through an interior park to private property. Sheppard disagrees with the points made by Mersen in her memo and says that it is misleading and believes that they are in compliance with the code and subdivision regulations. She also refers to other sections of the code and argues that there are multiple other instances in West Yellowstone where access is allowed to private property through an interior park, both residential and commercial property. The Council considers the proposal and whether they may be liable if there comes a time when someone cannot access the lot. Schmier suggests referring the proposal back to the Planning Board to consider along with the memo from Mersen. Sheppard emphasizes that the Planning Board considered all of these points and ultimately recommended approval. Patterson says the Board did consider the same points but agrees that it is open

to interpretation. He says they decided that Article III (A) (5) of the subdivision regulations, which require access to a public or private street or road does not mean the property must have frontage on a street or road. The Council debates and considers the issue at length with input from Sheppard and Patterson. Costello says that the Sheppards are making a compelling argument, but how will they handle the next request of this nature. Patterson says that he thinks they should pass an ordinance that requires a minimum lot size for all lots in town. Johnson says he does not think they can deny this request based on the laws that are in place. Forsythe says that some of the laws are so old, they just can't be interpreted correctly. Schmier points out that these are the laws that are on the books now. Johnson says he just wants to make sure the Town is protected from being obligated to provide access to this property. The Council considers possible conditions for the plat. Johnson makes a motion, seconded by Forsythe, to approve the subdivision on the conditions that the face of the plat shows utility access for lot 8B and legal physical access to the property without legal obligation by the Town to provide that access. After discussion, Forsythe withdraws his second, motion dies for a lack of a second.

- 5) Parker asks about the status of the court clerk and points out that previously we had a full-time court clerk and a much lighter caseload. However, now they have a half-time court clerk and a considerably heavier caseload due to changes in the Police Department. He questions whether it is appropriate to make this a part-time position. Gospodarek explains that is a discussion they are having with the Judge at this time, recognizing that they only budgeted for a half-time employee but that may not be sufficient. The Council acknowledges that they may have to amend the staffing plan again in the future and amend the budget.
- 6) The Council discusses the proposed amended plat and specifically considers the utility easements. Ryan Barker of Forsgren Associates explains that the utility easements are available for when the property is developed.
- 8) Mayor Schmier recommends that the table the Town Engineering Agreement with the Dyer Group as Town Engineer Dick Dyer has not had ample opportunity to review the proposed agreement.

The meeting is adjourned. (9:00 PM)

Mayor

ATTEST:

Town Clerk

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2015, by and between the **TOWN OF WEST YELLOWSTONE, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1570, West Yellowstone, Montana 59758, hereinafter referred to as “Town,” and Dyer Group, LLC, of 343 E. 4th North, Suite 108, Rexburg, Idaho, 83440-6001, hereinafter referred to as “Engineer.”

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. Purpose: Town agrees to hire Engineer as an independent contractor to perform engineering services as requested by the Town. This Agreement is not exclusive and is not intended to in any way limit the ability of the Town to employ other engineers as needed.

2. Term of Agreement: This Agreement is effective _____, 2015, through _____, 20___. Both parties reserve the right to cancel this Agreement by providing a written thirty (30) day notice to the other party.

3. Scope of Work: Engineer will perform the work and provide the services in accordance with the requirements of the Town.

4. Payment: Town agrees to pay Engineer pursuant to the schedule of fees and costs attached hereto as **Exhibit A**. Exhibit A may be amended from time to time upon written agreement by the parties. The parties must agree to any extra charges in writing.

5. Independent Contractor Status: The parties agree that Engineer is an independent contractor for purposes of this Agreement and is not to be considered an employee of the Town for any purpose. Engineer is not subject to the terms and provisions of the Town’s personnel policies handbook and may not be considered a Town employee for workers’ compensation or any other purpose. Engineer is not authorized to represent the Town or otherwise bind the Town in any dealings between Engineer and any third parties unless specifically authorized in writing to do so.

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

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

6. **Indemnification:** To the fullest extent permitted by law, Engineer shall fully indemnify, defend, and save Town, its agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities or damages of whatever kind or nature arising from or related to Engineer’s performance of this Agreement.

7. **Insurance:** Engineer shall purchase and maintain insurance coverage as set forth below. The insurance policy must, unless not available from the insured, name the Town, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured and be written on a “primary—noncontributory basis.” Engineer will provide the Town with applicable additional insured endorsement documentation. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of “A.M. Best Rating” of A-, VI, as will protect the Engineer, the various acts of subcontractors, the Town and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from operations and completed operations under this Agreement. All insurance coverage shall remain in effect throughout the life of this Agreement and for a minimum of one (1) year following the date of expiration of Engineer’s warranties, if any. All insurance policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least forty-five (45) days prior written notice has been given to Engineer, Town, and all other additional insureds to whom a certificate of insurance has been issued. All insurance documentation shall be in a form acceptable to the Town.

Insurance Coverage at least in the following amounts is required:

1.	Commercial General Liability (bodily injury and property damage)	\$ 750,000 per occurrence \$1,000,000 aggregate
2.	Products and Completed Operations	\$1,000,000
3.	Automobile Liability	\$1,500,000 combined single limit
4.	Workers’ Compensation	Not less than statutory limits
5.	Employers’ Liability	\$1,000,000
6.	Professional Liability (E&O) (only if applicable)	\$1,000,000 per occurrence \$2,000,000 aggregate

Engineer may provide applicable excess or umbrella coverage to supplement Engineer’s existing insurance coverage, if Engineer’s existing policy limits do not satisfy the coverage requirements as set forth above.

8. **Professional Service:** Engineer agrees that all services and work performed hereunder will be accomplished in a professional manner and in accordance with all standards that apply to profession engineers.

9. **Compliance with Laws:** Engineer agrees to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA.

10. **Nondiscrimination:** Engineer agrees that all hiring by Engineer of persons performing under this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by state and/or federal law.

11. **Default and Termination:** If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

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

13. **Ownership and Publication of Materials:** All reports, information, data, and other materials prepared by the Engineer pursuant to this Agreement are the property of the Town, unless the parties have agreed in writing that the information shall remain the property of the Engineer. The Town has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the Engineer for the specific purpose intended will be at the Town's sole risk and without liability or legal exposure to the Engineer. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the Town.

14. **Liaison:** The Town's designated liaison with Engineer is James Patterson and Engineer's designated liaison with Town is Richard Dyer.

15. **Applicability:** This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana.

16. Equal Opportunity: Pursuant to Sections 49-2-303 and 49-3-207, MCA no part of this contract may be performed in a manner which discriminates against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by person performing the contract. Any hiring must be on the basis of merit and qualifications directly related to the requirements of the particular position being filled.

17. Prevailing Wage Rates: Engineer must pay the standard prevailing wage rates, including fringe benefits for health and welfare and pension contributions and travel allowance provisions in effect and applicable to the Town when required. Any questions concerning prevailing wages should be directed to the Montana Department of Labor and Industry, Labor Standards Bureau, Capitol Station, Helena, Montana, 59620, Phone: 444-5600. Engineer shall post in a prominent and accessible site on the project or work area, not later than the first day of work, a legible statement of all wages to be paid to the employees employed on the site or work area. Section 18-2-406, MCA

The current standard prevailing wage rates published by the Montana Department of Labor and Industry for each relevant job classification necessary to complete the Scope of Work are incorporated by reference into this Agreement.

18. New Laws and Regulations: If during the term of this Agreement new laws or regulations become applicable, Engineer shall also comply with them without notice from TOWN.

19. Waiver and Indemnification: Engineer waives any and all claims and recourse against TOWN or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of or in any way connected with or incident to the performance of this Agreement except claims arising from the intentional acts or concurrent or sole negligence of Town or its officers, agents or employees.

Engineer will indemnify, hold harmless, and defend the Town and its agents, principals, and employees from and against any and all claims, demands, damages, costs, expenses, losses, liability (including liability where activity is inherently or intrinsically dangerous), judgments, defense expenses, and attorney's fees rising out of or resulting from Engineer's wrongful acts, errors, omissions, or negligence, or from Engineer's failure to comply with the requirements of this Agreement or with federal, state and local law applicable to the performance under this Agreement. Town may elect to represent itself and incur all costs and expenses of suit which shall be subject to reimbursement by Engineer.

20. Attorney's Fees: If it is necessary for either party to bring an action to enforce the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees to be set by the appropriate court, including fees of the Town Attorney.

21. **Notice:** All notices and certifications made pursuant to this agreement shall be delivered to the address above by first class mail, certified mail or personal delivery in care of the person set forth in Section 14 of this Agreement. A party shall give the other notice of any change in address.

22. **Non-Waiver:** The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision.

23. **Entire Agreement:** This document represents the entire and integrated Agreement between the Town and Engineer and supersedes all prior negotiations, agreements or representations, either written or oral. This Agreement may be amended only by written instrument signed by both Town and Engineer.

24. **Non-Assignment:** Town and Engineer, respectively, bind themselves, their successors, assigns and legal representatives to the other party with respect to all covenants, terms, or conditions of this Agreement. Neither Town nor Engineer shall assign this Agreement without the written consent of the other. Such consent shall not be unreasonably withheld.

25. **Execution of Agreement:** The Clerk/Treasurer of the Town of West Yellowstone will keep the original Agreement. An exact unaltered copy of the original Agreement has the same force and effect as the original.

These obligations shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

**TOWN OF WEST YELLOWSTONE
MONTANA**

ENGINEER

By _____

By _____

Title: _____

ATTEST:

(Seal of the Town)

Elizabeth Roos, Town Clerk

APPROVED AS TO FORM:

By _____
Jane Mersen, Town Attorney



GALLATIN COUNTY

September 15, 2015

West Yellowstone Library
PO Box 370
West Yellowstone, MT 59758

Re: Library Services Contract

Dear Bruce,

Enclosed you will find your Library Services Contract for FY 2016 from Gallatin County. Please carefully review the entire document including any Exhibits that may be included.

If you concur with the Agreement, please have the appropriate authority within your organization sign and date two copies and return them to our office. Please also include proof of insurance with your return contract to speed up the payment process.

We will then get the Agreement approved and signed by our office and return an original copy to you for your records.

If you have any questions, do not hesitate to contact myself or Edward Blackman at 406-582-3094.

Thank you,

A handwritten signature in cursive script that reads "Justine Swanson".

Justine Swanson
Finance Coordinator

LIBRARY SERVICES CONTRACT
TOWN OF WEST YELLOWSTONE

THIS AGREEMENT is entered into between the Board of County Commissioners of Gallatin County, hereinafter referred to as "the County", and the Board of Library Trustees of the Town of West Yellowstone Public Library, West Yellowstone, Montana, 59758, hereinafter referred to as "the Library".

WITNESSETH:

WHEREAS, the County desires to provide library services for residents of Gallatin County, and the Library has existing library facilities; and,

WHEREAS, Section 22-1-315, MCA, provides that the County and the Library may enter into a contract by which the free public library of the Town of West Yellowstone shall assume the functions of a county-free library within Gallatin County;

NOW THEREFORE, it is agreed as follows:

1. In return for payments to be made by the County, the Library shall make available to all residents the services provided by their library at no cost to county residents;
2. The County agrees to pay the Library for library privileges for its residents the sum of \$54,020. Payment will be made upon receipt of a signed contract 30 days after approval of the Final Budget in installments on or before the last day of September 2015, December 2015, March 2016, and June 2016. The option of quarterly payments is dependent on fund availability;
3. The Library hereby acknowledges that this contract is contingent upon available revenue and if revenue falls short, then the County shall make adjustments in disbursements to the Library;
4. INSURANCE. CONTRACTOR shall carry Comprehensive General Liability insurance in the amount no less than \$1,500,000.00 for each occurrence; Automobile liability in the amount of \$1,500,000.00 combined single limit. Any insurance carried by Library shall include no exclusions related to toxic substances or waste. All insurance policies shall be primary and noncontributory, shall name Gallatin County as additional insured. Certificates of Insurance evidencing Gallatin County as additional insured and endorsement thereof must be supplied before payments can be made under this agreement. Library shall put COUNTY on immediate notice of any changes or cancellation in coverage;
5. By entering into this agreement, the Library provides through Exhibit "A" attached hereto, notification to the County by the governing body of the Town of West Yellowstone, of a request to exclude the property of the incorporated Town of West Yellowstone, Montana, from liability for taxes under the County library mill levy;

6. The Library hereby acknowledges and holds harmless the County for the failure of the County to collect all possible tax revenue payable to the Library pursuant to this contract. The Library acknowledges the possibility of delinquent and late taxes which are beyond the control of the County. Any such delinquent and late taxes which are payable to the Library shall be credited to the account of the Library, and any such taxes recovered after the term of this agreement shall be paid to the Library;
7. The Library shall administer the Library in such a manner as to extend the same library privileges to the residents of Gallatin County outside the incorporated limits of the Town of West Yellowstone subject to this contract as are enjoyed by town residents;
8. The duration of this contract shall be for the period of July 1, 2015 through June 30, 2016;
9. The terms of this contract may be altered only upon written consent of both parties hereto; and,
10. This contract may be terminated by either party hereto, upon six (6) months written notice of intention to do so.

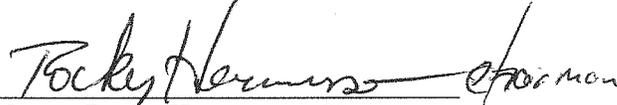
DATED this _____ day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
GALLATIN COUNTY

R. Stephen White, Chairman

Attest:

BOARD OF TRUSTEES
TOWN OF WEST YELLOWSTONE
PUBLIC LIBRARY


Name: Rocky Hermanson, Chairman

Attest:

EXHIBIT A

NOTICE OF EXEMPTION FROM COUNTY LIBRARY TAX

TO: The Board of County Commissioners, Gallatin County;

From: Town of West Yellowstone

YOU ARE HEREBY NOTIFIED that the Town of West Yellowstone, Gallatin County, Montana has entered into a Library Services Contract with Gallatin County by which the West Yellowstone Public Library shall assume the functions of a county free library within Gallatin County. Pursuant to paragraph five of that contract the Town of West Yellowstone hereby requests that the property of the Town be excluded from liability for taxes under the Gallatin County library mill levy.

DATED this ____ day of _____, 2015.

By: _____
Town Manager