

Town of West Yellowstone

Tuesday, February 16, 2016

West Yellowstone Town Hall, 440 Yellowstone Avenue

6:00 PM-Work Session

Health Care Request for Proposals (RFP) Evaluation Process

Discussion ∞

7:00 PM-Town Council Meeting

Pledge of Allegiance

Purchase Orders

Treasurer's Report

Claims ∞

Consent Agenda: **February 2, 2016 Work Session** ∞
 February 2, 2016 Town Council Meeting ∞
 February 9, 2016 Work Session ∞

Business License Applications

Advisory Board Report(s)

- Parks & Recreation Advisory Board, Vacancy Announcement ∞

Town Manager & Department Head Reports

Assignments Report

Comment Period

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

Public Hearing: Purchase of 80 Acres of Real Property from the US Forest Service adjacent to Town

NEW BUSINESS

Signing of Purchase and Sale Agreement, 80 Acres of US Forest Service Property Discussion/Action ∞

Application to Maintain an Encroachment, Banners in Pioneer Park Discussion/Action ∞

911 Advisory Board, Town Council Member Appointment Discussion/Action ∞

Resolution No. 674, Participation in State Investment Pool 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.

REQUEST FOR PROPOSALS

Health Care Services Provider
For West Yellowstone, Montana

DUE DATE:

March 1, 2016

I. INTRODUCTION

A. GENERAL INFORMATION

Notice of Invitation—The Town of West Yellowstone (“the Town”) is seeking proposals from qualified firms, agencies, or organizations to provide health care services to the greater West Yellowstone community. These services may be provided from the facility currently known as the Guy Hanson Medical Clinic. There are no expressed or implied obligations for the Town to reimburse responding agencies for any expenses incurred in preparing proposals in response to this request.

1. Proposal Submission. Prospective providers should submit detailed proposals on or before 5:00 PM on March 1, 2016. Proposals should be mailed or delivered to:

Mayor

Town of West Yellowstone

P.O. Box 1570

West Yellowstone, Montana 59758

“Sealed Proposal Do Not Open”

Proposal cover letters should designate who can answer questions concerning the submitted proposals. An officer empowered to bind the agency submitting the proposal must sign the proposal.

2. Proposal Format. One original copy of the proposal should be submitted in the format outlined in Section III, “Proposal Document Instructions.”
3. Contract Terms. The Town is seeking a contract initially with a term from January 1, 2017 to June 30, 2022.
4. All agencies submitting a proposal shall agree not to include a provision in any contract or agreement with the Town requiring the Town to hold harmless or indemnify any person, partnership, association, corporation or other form of entity.
5. By responding to the RFP, the agency is agreeing to the terms, conditions and requirements set forth herein, unless expressly noted in writing in the firm’s written submission.
6. Schedule of key dates:
 - a. March 1, 2016: Submit sealed proposals by 5:00 PM.
 - b. January 1, 2017: Begin providing health care services.
7. The RFP is not to be construed as creating a contractual relationship between the Town and any agency submitting a response to this RFP.

8. The Town shall have no obligation or liability to any agency responding to this RFP. All costs associated with responding to this RFP are borne solely by the respondent.
9. The Town may require follow-up oral interviews with selected respondents and may require the respondents to participate in negotiations.
10. The Town reserves the right to reject any or all responses, to modify the scope with one or more of the respondents, and to waive any/all requirements which the Town deems to be in its best interests.
11. By submitting the information the agency represents that it has examined and understands the RFP and has become fully informed of all the requirements of the RFP. All terms and conditions set forth in this document are accepted and must be incorporated in the submission unless explicit exception is made to individual items and accepted by the Town.
12. By submitting a response, the agency represents that it has the ability to meet the requirements outlined herein.
13. After evaluation of the responses, the Town will make its selection based on the response which best meets the needs of the Town, in the sole discretion of the Town.
 - a. This Request for Proposals is not intended to create a public bidding process.
 - b. The proposal with the lowest quoted prices or expenses will not necessarily be accepted.
 - c. Nor will any reason for the rejection of any proposal be indicated.
 - d. The Town reserves the right to privately negotiate with any firm with respect to the requirements outlined in this Request for Proposals.

B. EVALUATION AND SELECTION OF PROPOSALS

The Town will perform the evaluation of proposals in accordance with the criteria set forth in Appendix A. The following criteria will also be considered in the evaluation:

1. The agency has no conflicts of interest with regard to any other work performed for the Town.
2. The agency adheres to the instructions in this request for proposal on preparing and submitting the proposal.
3. The agency's past experience and performance on comparable engagements.
4. The quality of the agency's professional personnel to be assigned to the engagement and the quality of the agency's management support personnel to be available for consultation.
5. The agency's ability to serve the entire population, regardless of income or insurance status.
6. Other criteria deemed prudent.
7. The Town reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

C. SUBCONTRACTING

Agencies are not permitted to subcontract or assign any part of the work covered under the scope of the agreement, without the express prior written consent of the Town.

D. MINORITY AND WOMEN-OWNED BUSINESSES

Minority-owned firms and women's business enterprises are encouraged to submit proposals.

II. NATURE OF SERVICES

A. The Town of West Yellowstone is seeking proposals from qualified firms, or organizations to provide health care services to the greater West Yellowstone community. These services will be provided from the facility currently known as the Guy Hanson Medical Clinic.

If your organization is unable to provide any of the services listed below, please furnish the Town of West Yellowstone with a detailed plan of what services you can provide.

- 1) Provide primary health care for all ages with preferably a Physician and/or a mid-level provider and support staff YEAR ROUND.
- 2) Provide Urgent Care (walk-in service) 7 days a week in the high season from Memorial Day to the 1st Monday in November with preference of 24 hour service.
- 3) Provide after hours on-call Emergency service from 5:00-8:00pm weekdays and 8:00am-8:00pm on the weekends in the winter months from December 15 to March 15.
- 4) Provide visiting specialists and/or telemedicine on a normal rotation including mental health, substance abuse, and OB/GYN services.
- 5) Provide a Community Outreach Coordinator
- 6) Provide Lab Services at a minimum of CLIA-WAIVED tests in-house.
- 7) Provide Digital X-Ray services
- 8) Coordinate with EMS and Life Flight Service
- 9) Provide a Sliding Fee Scale based on family size and income in accordance with Federal Poverty Guidelines. Please state if your Sliding Fee Scale will only be in West Yellowstone or if other providers/specialists you work with will honor the Sliding Fee Scale too. Service must be provided to all, regardless of ability to pay.
- 10) Provider will accept Medicaid, Medicare and Healthy Montana Kids assignment.

III. LEASE AND FINANCES

1. The Town will make its clinic facility available at a lease rate of \$100 per month.
2. The Town may provide financial assistance according to a mutually-agreed upon budget for services.

IV. PROPOSAL DOCUMENT INSTRUCTIONS

A. General Requirements

Proposals should be printed on plain white paper and bound with one staple or binder clip. Proposals should include the following:

1. Title page, including:
 - a. The name, address, and phone number of the agency's contact person
 - b. The name and address of the agency
2. Table of contents
3. A cover letter, including:
 - a. A brief statement as to the proposer's understanding of the work to be performed, the commitment to perform the work, and a statement as to why the agency believes it to be the best qualified to perform the engagement.
 - b. A signature of the person authorized to commit the agency.
4. Body of proposal—see below

B. Body of Proposal

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the agencies seeking to undertake duties as the main health care provider services for the Town in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation.

1. The proposal should demonstrate the qualifications of the agency and of the particular staff to be assigned to this engagement.
2. The proposal should include a business plan and budget that addresses all of the points outlined in the request for proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposal.
3. The proposal should address the agency's staffing plans.
4. Licensed in Montana—an affirmative statement should be included indicating that the agency is properly registered/licensed to operate in Montana.
5. Agency Qualifications and Experience—The proposal should state the qualifications of the agency, how many doctors/nurse practitioners/nurses and other staff it employs, and location of other offices from which the agency conducts

business. If applicable, the proposal should also discuss how long the agency has been in business and its capabilities to provide emergency, routine, and specialty health care services in a timely fashion.

6. Disclosure—the proposal should disclose whether or not the agency has had any malpractice suits, has lost privileges with a hospital, has been denied or lost any insurance contracts, or has had any formal complaints filed against them with a board of medical examiners and/or board of nursing.

C. Other Expenses

The Town will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.

V. SPECIAL PROGRAMS

A. Contract Period

The Town's contract with the selected health care provider will apply from January 1, 2017 to June 31, 2022.

B. Assignability

The selected health care provider cannot transfer any interest or provide for the assignment of health care services with the Town, without the expressed written permission and written consent of the Town Council.

C. Ownership

All proposals and reports become the property of the Town of West Yellowstone upon submission, for use as deemed appropriate.

D. Confidentiality

All proposals, for the purpose of bidding will be kept in strict confidence by the Town of West Yellowstone. The invitees and subsequently selected agency may not issue news releases or other public notification regarding this project without prior approval from the Town Council, which shall not be unreasonably withheld.

APPENDIX A

After determining that a proposal satisfies the requirements stated in the request for proposal, a comparative assessment of the relative benefits and deficiencies of the proposal in relationship to published evaluation criteria shall be made. The award of a contract resulting from this request for services shall be based on the best proposal received in accordance with the evaluation criteria stated in Appendix B.

After an initial screening process of the RFP, a technical question-and-answer conference or interview may be conducted, if deemed necessary by the Town to clarify or verify the proposer's proposal and to develop a comprehensive assessment of the service.

The Town of West Yellowstone reserves the right to consider historic information and fact, whether gained from the proposer's proposal, question-and-answer conferences, references or any other source, in the evaluation process.

The proposer is cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories and that the Town of West Yellowstone is under no obligation to solicit such information if it is not included with the proposer's proposal. Failure of the proposer to submit such information may cause an adverse impact on the evaluation of the proposer's proposal.

APPENDIX B

PROPOSAL EVALUATION CRITERIA AND RATINGS

1. Agency Qualifications-**Point Value 25**
 - a. Experience of organization/agency in providing medical care in rural setting
 - b. Level of Service- i.e. DO/Physician or mid-level (qualifications of staff)
 - c. Staffing Plan
 - d. Experience coordination community resources
 - e. References/Letters of Support

2. Provision of Services-**Point Value 40**
 - a. Hours of Operation, please be specific with seasonality of community
 - b. Ability to provide primary care
 - c. Ability to provide urgent care
 - d. Ability to provide on-call service
 - e. Ability to provide digital X-Ray
 - f. Ability to provide lab services

3. Ability to Serve Town of West Yellowstone Regardless of Ability to Pay-**Point Value 25**
 - a. Accepts Assignment of Medicare/Medicaid/Healthy Montana Kids
 - b. Offers Sliding Fee Scale
 - c. Ability to Connect Patients to Other Human Services – i.e. home visitation, maternal child health, HRDC, domestic abuse, mental health etc.

4. Budget Proposals-**Point Value 10**

Each proposal will be independently evaluated on the above factors by an evaluation team selected by the Town. No member of the selection and evaluation team will participate if they have a declared conflict of interest with any of the respondents. Interviews with prospective firms may be conducted following a review of the proposals received.

* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
41713	1514 Verizon Wireless	1,106.49							
01/20/16	640-0512, SS Assist	32.36		SOCSER	1000 450135	345		101000	
01/20/16	640-1103, Operator	32.36		STREET	1000 430200	345		101000	
01/20/16	640-1438, SS Director	32.36		SOCSER	1000 450135	345		101000	
01/20/16	640-1460, Library Dir, SP	62.36		LIBRAR	2220 460100	345		101000	
01/20/16	640-1461, Facilities Tech, SP	62.36		STREET	5210 430500	345		101000	
01/20/16	640-1462, Operator, SP	62.36		STREET	5210 430500	345		101000	
01/20/16	640-1463, Deputy PSS, SP	62.36		STREET	5310 430600	345		101000	
01/20/16	640-1472, Ops Mgr, SP	62.36		ADMIN	1000 410210	345		101000	
01/20/16	640-1676, Rec Coord, SP	62.36		REC	1000 460440	345		101000	
01/20/16	640-1754, COP, SP	62.36		POLICE	1000 420110	345		101000	
01/20/16	640-1755, Police	32.36		POLICE	1000 420110	345		101000	
01/20/16	640-1756, Police	32.36		POLICE	1000 420110	345		101000	
01/20/16	640-1757, Police	32.36		POLICE	1000 420110	345		101000	
01/20/16	640-1758, Police	32.36		POLICE	1000 420110	345		101000	
01/20/16	640-1758, Police SP	62.48		POLICE	1000 420110	345		101000	
01/20/16	640-7547, Facilities Tech	32.36		PARKS	1000 460430	345		101000	
01/20/16	640-9074, PSS, SP	62.36		BLDINS	5310 430600	345		101000	
01/20/16	COP laptop	43.13			1000 420110	345		101000	
01/20/16	New Phone, Twn Manager	199.99			1000 410210	212		101000	
01/20/16	Officer laptop	43.13			1000 420110	345		101000	
41714	95 Energy West-Montana	2,509.49							
02/01/16	nat gas -210361788- updh	110.00		UPDH	1000 411252	344		101000	
02/01/16	nat gas - 210360293 - police	23.64		POLICE	1000 411258	344		101000	
02/01/16	nat gas - 210361655-pub.svcs	24.77		STREET	1000 430200	344		101000	
02/01/16	nat gas -210361811-old firehal	148.11		PARK	1000 460430	344		101000	
02/01/16	nat gas - 210363966-bld ins	124.35		STREET	1000 430200	344		101000	
02/01/16	nat gas -210360540- library	282.75		LIBRAR	1000 411259	344		101000	
02/01/16	nat gas -210364599-Povah Ctr	553.55		POVAH	1000 411255	344		101000	
02/01/16	nat gas - 210361746 - pub svcs	484.14		PUBSVC	1000 430200	344		101000	
02/01/16	nat gas -210365425 -Town Hall	736.79		TWNHAL	1000 411250	344		101000	
02/01/16	nat gas -210361697-Sewer Lift	21.39		SEWER	5310 430600	344		101000	
41715	1089 Gallatin County Treasurer	397.00							
January 15	01/31/16 Tech surcharge	145.00		COURT	7458 212200			101000	
January 15	01/31/16 MLEA	130.00		COURT	7467 212200			101000	
	Public Defender	0.00		COURT	7468 212200			101000	
January 15	01/31/16 Victims Assistance	122.00		COURT	7699 212200			101000	
41716	2789 WEX Bank	4,151.81							
02/01/16	07 Ford Expedition 6-54563A	38.09		SS	1000 450135	231		101000	
02/01/16	06 Dodge Durango 6-1374	138.26		POLICE	1000 430200	231		101000	
02/01/16	06 Dodge Durango	22.78		HELP	7010 450135	231		101000	
02/01/16	10 Ford Crown Vic 6-34157A	0.00		POLICE	1000 420100	231		101000	
02/01/16	08 Ford Crown Vic 6-1437	0.00		POLICE	1000 420100	231		101000	

* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	02/01/16 10	Ford Expedition 6-000046		178.33		POLICE	1000 420100	231	101000
	02/01/16 11	Ford Expedition 6-21425A		148.44		POLICE	1000 420100	231	101000
	02/01/16 10	JD Backhoe		0.00		STREET	1000 430200	231	101000
	02/01/16 77	Int'l Dumptruck		127.57		STREET	1000 430200	231	101000
	02/01/16	Snow Blower		512.87		STREET	1000 430200	231	101000
	02/01/16 85	Ford Dumptruck		0.00		STREET	1000 430200	231	101000
	02/01/16 140	G Grader		582.37		STREET	1000 430200	231	101000
	02/01/16	CAT 936 Loader		406.01		STREET	1000 430200	231	101000
	02/01/16 91	Ford 6-582		39.81		STREET	1000 430200	231	101000
	02/01/16 95	Mobile Sweeper		0.00		STREET	1000 430200	231	101000
	02/01/16 97	Athey Sweeper		0.00		STREET	1000 430200	231	101000
	02/01/16 14	Water Truck		0.00		STREET	1000 430200	231	101000
	02/01/16 00	Freightliner Dump 6-60700A		578.26		STREET	1000 430200	231	101000
	02/01/16	Snowmobile		0.00		STREET	1000 420100	231	101000
	02/01/16 02	Freightliner Dump 6-54564A		0.00		STREET	1000 430200	231	101000
	02/01/16 08	Ford Pickup 6-1450		140.23		STREET	1000 430200	231	101000
	02/01/16 08	GMC Pickup 6-1484		54.55		STREET	1000 430200	231	101000
	02/01/16 08	CAT 938H Loader		759.61		STREET	1000 430200	231	101000
	02/01/16 08	904B MiniLoader		33.07		STREET	1000 430200	231	101000
	02/01/16 93	Dodge 6-2010		0.00		STREET	1000 430200	231	101000
	02/01/16	YNP Truck #2		0.00		STREET	1000 430200	231	101000
	02/01/16 08	Ford Escape (multi-use)		21.78		FINADM	1000 410510	370	101000
	02/01/16 08	Ford Escape		18.61		DISPAT	1000 420160	370	101000
	02/01/16 14	Police Interceptor		251.88		POLICE	1000 420100	231	101000
	02/01/16 15	Ford F-250		99.29		STREET	1000 430200	231	101000
41717		2558 Hebgen Basin Fire District		40,570.00					
	02/15/16	February 2016		40,570.00		FIRE	1000 420400	357	101000
41736		2306 Brandy Holland		138.80					
	02/04/16	reimb travel, BZN, H20 classes		138.80		REC	1000 460440	370	101000
41737		951 Barnes & Noble		453.77					
	3185430	01/23/16 books		107.80		LIB	2220 460100	215	101000
	3185905	01/25/16 books		345.97		LIB	2220 460100	215	101000
41738		2654 Community Health Partners		10.00					
	01/21/16	Help fund visit		10.00		HELP	7010 450135	351	101000
41739		2778 American Welding & Gas, Inc.		380.78					
	3710902	12/01/15 light bar, 16" magnetic		375.15		STREET	1000 430200	369	101000
	3831670	01/31/16 finance charge		5.63		STREET	1000 430200	369	101000

02/12/16
16:30:56

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 2/16

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Report ID: AP100

* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
41740	626 Yellowstone Arctic Yamaha	176.99							
40868	11/16/15 sharpen saw, chain loop	73.99		PARKS	1000 460430	369		101000	
40370	07/31/15 spark plug, supplies, labor	103.00		PARKS	1000 460430	361		101000	
41741	2851 Amatics CPA Group	1,700.00							
37177	01/31/16 Audit work	1,700.00		AUDIT	1000 410530	353		101000	
41742	2647 Flathead Beacon Productions	47.50							
21436	02/04/16 website maintenance/update	47.50		FINADM	1000 410510	356		101000	
41743	2800 RDO Equipment Co.	879.00							
W04968	01/30/16 maintenance/inspection	879.00		STREET	1000 430200	369		101000	
41744	379 Energy Laboratories, Inc	296.75							
351050185	10/02/15 wastewater samples	296.75			5310 430640	357		101000	
41745	151 Gallatin County WY TS/Compost	259.45							
01/31/16	transfer station charges	259.45		PARKS	1000 460430	534		101000	
41746	40 Jerry's Enterprises	7.99							
01/22/16	battery	7.99		TWNHAL	1000 411250	220		101000	
41747	764 General Distributing Co.	47.43							
404834	01/31/16 compressed O2	47.43*		STREET	1000 430200	220		101000	
41748	2898 TransUnion Risk and Alternative	25.00							
02/01/16	applicant research	25.00		POLICE	1000 420100	220		101000	
41749	2893 Wild Bill Productions, LLC	2,500.00							
02/01/16	MAP Fund advance 2016	2,500.00		MAP	2101 410130	398		101000	
41750	2899 IAPE, Inc.	50.00							
02/01/16	membership renew, N. Cisneros	50.00		POLICE	1000 420100	335		101000	
41751	1331 West Yellowstone Foundation	80.00							
02/02/16	(8) bus vouchers	80.00		HELP	7010 450135	370		101000	
41752	2837 Sheri Holtzen	46.45							
02/10/16	reimb petty cash, postage	15.66		WATER	5210 430500	311		101000	
02/10/16	reimb petty cash, postage	3.45		SEWER	5310 430600	311		101000	
02/10/16	reimb petty cash, postage	27.34		POLICE	1000 420110	311		101000	

* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
41753	73 Westmart Building Center	2,289.79							
	01/27/16 supplies	559.96*		STREET	1000 430200	366		101000	
	01/27/16 supplies	10.64*		STREET	1000 430200	220		101000	
	01/27/16 supplies	1,620.11		POLICE	1000 411258	366		101000	
	01/27/16 supplies	20.89		POLICE	1000 420100	220		101000	
	01/27/16 supplies	6.73		LIB	2220 460100	220		101000	
	01/27/16 supplies	26.58		TWNHAL	1000 411250	366		101000	
	01/27/16 supplies	28.48		PARKS	1000 460430	220		101000	
	01/27/16 supplies	16.40		SEWER	5310 430600	220		101000	
41754	2654 Community Health Partners	75,000.00							
	WY12.15 12/31/15 2015 Risk Share	75,000.00		RISKY	1000 510370	859		101000	
41755	2635 Jake's Automotive and Tire	979.83							
	16011 01/26/16 repair window, flat	104.95		STREET	1000 430200	369		101000	
	16082 02/10/16 tire swap, Crown Vics	25.00		POLICE	1000 420100	239		101000	
	16083 02/10/16 tires, 2011 Crown Vic	849.88		POLICE	1000 420100	239		101000	
41756	2421 NAPA Auto Parts	5,323.38							
	12/31/15 auto supplies-December 2015	3,965.80		STREET	1000 430200	369		101000	
	01/31/15 auto supplies-January 2016	1,357.58		STREET	1000 430200	369		101000	
41757	2853 Two Seasons Recycling	1,000.00							
	2015-974 01/31/16 Recycling October 2015	500.00		PARKS	1000 460430	534		101000	
	2015-974 01/31/16 Recycling January 2016	500.00		PARKS	1000 460430	534		101000	
41758	254 Firehole Fill Up/Economart	236.89							
	103376A 01/03/16 fuel	20.75		POLICE	1000 420100	231		101000	
	103384A 01/03/16 fuel	8.97		POLICE	1000 420100	231		101000	
	103385A 01/04/16 fuel	68.18		STREET	1000 430200	231		101000	
	103666A 01/22/16 fuel	108.59		STREET	1000 430200	231		101000	
	103740A 01/27/16 fuel	2.20		SEWER	1000 430200	231		101000	
	103391A 12/31/15 fuel	28.20		POLICE	1000 420100	231		101000	
41759	2673 First Bankcard	111.37							
	01/08/16 Home Depot	118.00		POVAH	1000 411255	366		101000	
	01/14/16 Amazon.com, books	120.00		BLDINS	1000 420531	215		101000	
	01/21/16 refund FC + interest	-146.06		STREET	1000 430200	870		101000	
	01/28/16 Interest	19.43		STREET	1000 430200	870		101000	
41760	2673 First Bankcard	877.18							
	01/05/16 USPS, postage	2.74		POLICE	1000 420110	311		101000	
	01/05/16 AlcoPro, alcohol gas tank	210.28		POLICE	1000 420100	220		101000	
	01/14/16 Simply Mac, ipad air	548.98		LIB	2220 460100	216		101000	
	01/22/16 Golf Digest, subscription	15.00		LIB	2220 460100	215		101000	
	01/25/16 Jerry's Catalog, frames	96.72		LIB	2220 460100	220		101000	

* ... Over spent expenditure

Claim	Vendor #/Name/ Check Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	01/28/16 interest	3.46		LIB	2220 460100	870	101000
41761	135 Food Roundup	50.00					
	02/01/16 Xmas Gift Cert-Courtis	50.00		LEGIS	1000 410100	220	101000
41762	2847 West Yellowstone Sled Dog Races	6,000.00					
	02/11/16 MAP funds advance, race purse	6,000.00		MAP	2101 410130	398	101000
41763	2845 Kasting, Kauffman & Mersen, PC	14,496.03					
	02/08/16 legal services	14,162.50		LEGAL	1000 411100	352	101000
	02/08/16 postage/copies	6.08		LEGAL	1000 411100	870	101000
	02/08/16 phone/fax	0.00		LEGAL	1000 411100	345	101000
	02/08/16 travel	327.45		LEGAL	1000 411100	373	101000
41764	533 Market Place	685.67					
	01/31/16 Xmas gift certificates x 13	650.00		LEGIS	1000 410100	220	101000
	01/31/16 supplies	9.25		FINADM	1000 460440	220	101000
	01/31/16 supplies	4.01		JAIL	1000 420230	220	101000
	01/31/16 supplies	17.76		SOCSEK	1000 450135	220	101000
	01/31/16 supplies	4.65		DISPAT	1000 420160	220	101000
41765	2099 Quick Print of West Yellowstone	19.50					
	8055 01/28/16 prints	19.50		LIB	2220 460100	220	101000
41766	2291 American Express	656.62					
	01/13/16 Amazon, ipad/iphone case	38.27*		ADMIN	1000 410210	220	101000
	01/13/16 Amazon, toner, ipad case	137.88		SOCSEK	1000 450135	220	101000
	01/29/16 Comfort Suites, B Martin, Hele	397.76		DISPAT	1000 420160	370	101000
	02/02/16 Super 8, B Holland, Bozeman	75.83		REC	1000 460440	370	101000
	02/05/16 Amazon, phone clip	6.88*		BLDINS	1000 420531	220	101000
41767	2143 Crimestar Corporation	900.00					
	7789 02/07/16 annual support renewal	900.00		DISPAT	1000 420160	398	101000
41768	1934 Brenda Martin	47.06					
	02/10/16 reimb petty cash, supplies	41.16		DISPAT	1000 420160	220	101000
	02/10/16 reimb petty cash, postage	5.90		POLICE	1000 420110	311	101000
41769	62 MLEA	700.00					
	9209 01/28/16 executive leadership, B Martin	700.00		DISPAT	1000 420160	380	101000
41770	1934 Brenda Martin	128.00					
	02/09/16 reimb meals, training, Helena	128.00		DISPAT	1000 420160	370	101000

02/12/16
16:30:56

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 2/16

Page: 7 of 8
Report ID: AP100

* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
41771	162 House of Clean	28.62							
155430	01/13/16 access door	28.62		PARKS	1000 460430	220		101000	
41772	2826 Montana Underground	29,960.00							
112015-30	02/12/16 sewer line cleaning/inspect	29,960.00		SEWER	5310 430600	357		101000	
41773	1526 Grizzly Wolf Discovery	2,250.00							
02/12/16	MAP fund advance 2016	2,250.00		MAP	2101 410130	398		101000	
41774	999999 WILLIAM MCGLYNN	1,285.00							
02/12/16	refund bond 2015-419	1,285.00		COURT	7469 212401			101000	
	# of Claims	49	Total:						208,809.46

Fund/Account	Amount
1000 General Fund	
101000 CASH	\$156,668.81
2101 Marketing & Promotions (MAP)	
101000 CASH	\$10,750.00
2102 TBID (Tourism Business Improvement	
101000 CASH	\$6,508.51
2220 Library	
101000 CASH	\$1,328.17
2850 911 Emergency	
101000 CASH	\$1,117.01
5210 Water Operating Fund	
101000 CASH	\$141.16
5310 Sewer Operating Fund	
101000 CASH	\$30,501.02
7010 Social Services/Help Fund	
101000 CASH	\$112.78
7458 Court Surcharge HB176	
101000 CASH	\$145.00
7467 MT Law Enforcement Academy (MLEA)	
101000 CASH	\$130.00
7468 Public Defender Fee	
101000 CASH	\$0.00
7469 City Court - Judge Brandis	
101000 CASH	\$1,285.00
7699 Victims Assistance Program	
101000 CASH	\$122.00
Total:	\$208,809.46

WEST YELLOWSTONE TOWN COUNCIL

**Work Session
February 2, 2016**

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

OTHERS PRESENT: Town Manager Daniel Sabolsky, Finance Director Lanie Gospodarek, Public Services Superintendent James Patterson, Social Services Director Kathi Arnado, Town Engineer Dick Dyer, WY News Editor Jeremy Weber, Lew Scott, Teri & Richard Gibson

The meeting is called to order by Deputy Mayor Brad Schmier at 12 Noon in the West Yellowstone Town Hall, 440 Yellowstone Avenue, West Yellowstone, Montana

Public Comment Period

Lew Scott addresses the Council and encourages the Council to not only consider increasing the water and sewer rates but implementing impact fees on new construction. Teri Gibson asks the Council to consider “tiered” utility rates so different users are charged at different rates based on the type of use and/or zoning.

DISCUSSION

Deputy Mayor Brad Schmier calls the meeting to order and refers to the rate analysis information that has been prepared by Town Engineer Dick Dyer. Dyer briefly describes how the current rates for water are structured. Dyer explains that based on revenue and expenses for the previous year, the water system generated approximately \$218,000 in income but expenses were closer to \$237,000. He outlines four different options for adjusting the base fees and/or usage rates to bring the revenue and expenses in line. He explains that in general, raising the base fee tends to have greater impact on residential users and raising the usage rate tends to have greater impact on commercial users. He recommends “Option D” which would leave base rates unchanged and increasing the usage rate from \$.40/1000 gallons to \$.50/1000 gallons. The current base rate is \$10.15 per volume ratio unit (VRU). Dyer also explains that in order to qualify for low-interest loans or financing through the State of Montana, they are expected to meet the target rates, which are \$47.62 per month for water and \$30.61 per month for sewer. The group briefly discusses whether it is likely that the Town could qualify for such financing but agrees that the current rate structure is just too far off from the target rates. Forsythe suggests combining a couple of the options presented by Dyer and raising the base fee to \$11.48 VRU and usage rate to \$.55/1000 gallons. The group considers the impact on rates of Forsythe’s suggestion. Lew Scott suggests implementing impact fees. Dyer explains that the current connection fees do account for expected capital improvement fees but acknowledges that some communities charge both connection fees and impact fees. Teri Gibson agrees with impact fees and also suggests implementing the increases over the course of a couple years. The group discusses increasing connection fees, adding additional connection fees, and whether the rates suggested by Forsythe are even high enough. Sabolsky says that they do have a copy of a utility rate study for the entire state and they will work on putting together some comparisons of other communities. The Council indicates they would like to see a recommendation from the staff for the next five years.

Dyer briefly describes his analysis of the sewer rates and sewer system. He explains that the current equivalent user fee of \$13.50 per month is sufficient for current needs, bringing in about \$410,000 per year. Dyer explains that they could consider an inflationary adjustment or even reducing the rate. Schmier suggests increasing rates to \$15.00 per equivalent user and then proceeding with the suggestion to put together a five-year plan. Forsythe suggests raising the rates 20% but waiting until they hear back from DEQ on the permit process to expand the sewer lagoon. Sabolsky indicates he will work with the staff to put together a five-year plan for both systems.

The meeting is adjourned. (1:05 PM)

Mayor

ATTEST:

Town Clerk

WEST YELLOWSTONE TOWN COUNCIL
Town Council Meeting
February 2, 2016

COUNCIL MEMBERS PRESENT: Mayor Jerry Johnson, Brad Schmier, Pierre Martineau, Cole Parker, Greg Forsythe

OTHERS PRESENT: Town Manager Daniel Sabolsky, Finance Director Lanie Gospodarek, Public Services Superintendent James Patterson, Chief of Police Scott Newell, Social Services Director Kathi Arnado, Head Dispatcher Brenda Martin, Helene Rightenour, Kirstin Goldstein, Officer Anthony Kearney, WY News Editor Jeremy Weber, Randy Wakefield (Fall River), Richard and Teri Gibson

The meeting is called to order by Mayor Jerry Johnson 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 the claims, which total \$116,571.19. (Forsythe, Martineau)
- 2) Motion carried to approve the Consent Agenda, which includes the minutes of the January 19, 2016 Town Council Meeting, as amended. (Forsythe, Parker)
- 3) Motion carried to approve the request to waive the resort tax bond for Doc's Place made by Jim and Sue Burton. (Forsythe, Martineau) Martineau is in favor, the rest of the Council is opposed, motion fails.

Public Comment Period

No comments are received.

Council Comments

Council Member Cole Parker says that he attended one of the focus group meetings hosted last week by Kirstin Goldstein to discuss development of the 80 acres. He says the meeting was well attended and the biggest concern was housing. He says there was also an emphasis on zoning and suggests they consider re-zoning in the old part of town.

DISCUSSION

- 3) The Council discusses whether it is appropriate to waive the bond but conclude that although the Burton's were residents for many years, they have no evidence that they have ever been responsible for paying resort tax.
- A) **Advisory Board Reports:** Council Member Forsythe reports that the Parks & Recreation Advisory Board has been meeting regularly and is actively working on a 5-year plan. They also agreed that they need to advertise for another board member and Forsythe will continue to serve as the representative from the Council.

Town Clerk Liz Roos explains that they are expecting responses to the Health Care RFP from Community Health Partners/Bozeman Health, Billings Clinic, Madison Valley Medical Center, and Eastern Idaho Regional Medical Center. The responses are due the first of March 2016.

- B) **Town Manager Report:** Town Manager Daniel Sabolsky reports on current issues.
Water and Sewer Issues: Mr. Dyer and I had a phone conversation about the Town's water and sewer rates. Fact sheets assembled by Mr. Dyer were emailed to council for their review. In Mr. Dyer's email, he provided an executive summary of the fact sheets. There will be a work session on Feb. 2, 2016 to review the options provided by Mr. Dyer.

West has rates that are some of the lowest in the State, that is not necessarily a bad thing. However, there are grants and low interest loans for water and sewer improvements that are not available to the Town due to our extremely low rates. Status: On-going.

Recreation Scholarships:Kathi Arnado and Brandy Holland are taking the lead on this endeavor and are in the process gathering list of all the participants in the recreation programs. They are putting together a list of children not attending programs offered by the Town that will be contacted and encouraged to participate. They are developing the marketing materials, in English and Spanish that will be distributed throughout town. Once a grant proposal is completed, they will be approaching business and foundations to assist in funding the program. Status: On-going.

School Recycling Program:The Town will assist the students in transporting their recyclables. The Service Department staff will assist the students by moving the materials and asking the recycler for any assistance that he can provide. Status: Completed

WYED Consulting Contract – Public Input Project:I have met with Kirsten Goldstein, too many times to count, regarding the WYED's efforts to gather the necessary information for the 80 acre development. Ms. Goldstein is finishing her public forums about the 80 acre development. In addition, it is my understanding; she has met with all council members regarding the project. Status: In progress.

Food Bank Training: Recently, Social Service was informed that their employees need to comply with regulations set forth by the Regional FoodBank. Last week, Ms. Arnado and Leah Sherman have completed the training and the Town is in full compliance with the Foodbank for the next five years. Status: Completed

Police Union Contract:The Union contract was approved by council and copies of the contract signed by regional representatives were received. The Mayor and I have signed the contract and we are waiting for the local union representative to sign. Status: Near completion.

Food Truck Ordinance:I have completed most of the research to draft an ordinance to address, if desired by council, the location and operation of food trucks within the Town. Status: In progress.

Grizzly Internet: Jane Mersen has completed the draft of the assignment agreement for the Grizzly Internet Development to Safelink. The final draft was sent to members of Council. This week, I will be mailing the document to Safelink for their signatures. Status: Pending.

Payroll System:The management staff has been exploring the option to fully automate the time clock and payroll system before the Town converts to a bi-weekly payroll system. Status: In-progress.

State Audit: The Town's auditor has completed our audit that is required by the State of Montana. This week, the Mayor, Lanie Gospodarek, and myself will be meeting the auditor to discuss the outcomes of the audit. Status: In-progress

Growth Policy:The Planning Board has been working on the update to the Town's Growth Policy. They provided me with the first draft of the document that I have read and revised. This document will be reviewed by the Board and then sent to legal counsel before being sent to Town Council for the approval. Status: In-progress.

Sewer Lagoon and Gun Range Lease:Both were approved at the last Town Council meeting. The Town is waiting for the documents to be signed by the other parties. Status: Near completion.

Police/Dispatcher/ 911 Training:The Mayor, Chief, and I have been working to determine the future software and hardware needs of the police department and the dispatch center. We have met with 911 and training vendors and reviewed their bids/proposals. There is a great deal of projects that need to be completed in the coming year on this matter. Status: In-progress.

Town Related Items: Reviewed the following documents: Employee Union Contract, monthly budget update, Employee Manual, Pending Lawsuit Information, Capital Budget, Budget, a very large package from the Town Engineer, and resumes for the vacant positions in the Police Department.

Meetings (Partial List): Community Health Department administration, MSU Extension Local Government Center training, Planning Committee Board (2), Town Engineer, Council meeting, Regional and local Union Reps., Fire Chief, Legal Council, a Local Sheriff Deputy, Head Forest Service Ranger, and most West employees.

Public Events Attended:Fire Department Annual Banquet.

Public Services Superintendent James Patterson reports that his department is preparing for the next storm but they do expect to more snow later this week and then a melt down next week. He also mentions that they have reached a verbal agreement to use a couple dump-trucks from Yellowstone National Park for the rest of the winter and potentially for

many winters to come. Finance Director Lanie Gospodarek reminds the Council that they are meeting by Skype tomorrow morning with Amatics CPA Group, the company that recently completed the financial audit. She also mentions upcoming meetings, training, and projects. Social Services Director Kathi Arnado reports that they have started tracking the number of contacts or incidents they serve through their office. Since January 15, 2016 they have had 161 incidents or requests for assistance. She mentions the food service training they recently completed, a domestic abuse transport to Hope House in Bozeman, and food bank pickup. Chief Newell reports that he is pursuing selling both of the Ford Crown Victoria cars to the Deere Lodge police department. They are the oldest cars in the fleet but the 2010 does have a salvaged title. He reports on research he has done on tri-band radio upgrades, computer upgrades in the dispatch center, an upcoming presentation for a CAD-R system. He says that he has a template ready to release an RFP for a 911 system but they have learned that Gallatin County is about to release an RFP and are willing to include our system in that RFP which will likely generate a better price. He also describes an incident Officer Kearney handled recently where an intoxicated individual ran over a sign and attempted to leave the scene of the accident. After fair warning and attempts to apprehend the individual, Officer Kearney did use his taser to stop the individual and he is currently being held by Gallatin County.

The meeting is adjourned. (8:00 PM)

Mayor

ATTEST:

Town Clerk

WEST YELLOWSTONE TOWN COUNCIL

Work Session
February 9, 2016

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

OTHERS PRESENT: Town Manager Dan Sabolsky, Finance Director Lanie Gospodarek, Kirstin Goldstein, WY News Editor Jeremy Weber, Jennifer Jordan, Moira Dow, Chris Burke

The meeting is called to order by Mayor Jerry Johnson at 12 Noon in the West Yellowstone Town Hall, 440 Yellowstone Avenue, West Yellowstone, Montana

Public Comment Period

No public comments are received. Council member Parker reports that he attended a meeting yesterday with representatives from Yellowstone National Park regarding traffic congestion at the gate this summer. He says they discussed some ideas for relieving that congestion and suggested they come to a Council meeting to discuss it further. Council Member Pierre Martineau mentions that Eric Hanson, the son of the late Guy Hanson, recently passed away-long-time residents of West Yellowstone.

DISCUSSION

Mayor Johnson calls the meeting to order and explains that the purpose of this meeting is to discuss resort tax exemptions. He says that since they met about this topic a couple months ago, he and Council Member Forsythe have discussed possible criteria for granting exemptions to the resort tax. He says that Forsythe suggested developing a mission statement for the resort tax ordinance, to help people understand the purpose of the tax. Johnson suggests that they review the Exemption section of the current ordinance. He says that he doesn't like listing things in the ordinance and suggests replacing Item G in the exemption list with the "anything over \$3000." He says the original intention of the ordinance was to not charge the tax on anything that costs enough that it would be worth it to the consumer to purchase it outside of town. Teri Gibson suggests eliminating Item G and thinks all those items should be taxed, she says that exemption is only benefiting a couple stores. Chris Burke agrees. Schmier says that he thinks they are actually discussing two issues: what is taxed and who is taxed. The group discusses specific examples in town where the tax may not be applied correctly. The group also considers the impact of actually collecting the tax can be on the event organizer. Moira Down, Muscle Sports Event Coordinator for the WY Chamber, says that collecting the tax on top of the entrance fee is a logistical nightmare and they really have to just round the fee up to an even number to make the check in process quicker and easier. She says that if they increase the fee too much, they will lose participants to other events in the area. She also says that WYSEF's primary purpose is to support the school ski team. Johnson suggests developing criteria that establishes events that could be exempted from the tax. He suggests criteria such as affiliation with the school or church, the event donates a certain amount back to the community, the event collects less than \$50 in tax, all fees for the event are considered donations, and/or fees are governed by another separate entity. The group considers Johnson's suggestions and possible ramifications. After further discussion, the Council agrees that they would like to add language to the ordinance to exempt school and non-profit youth programs and also establish criteria to exempt other events. Johnson indicates they should talk to the town attorney to determine whether to establish that criteria by policy or imbed it in the ordinance. Teri Gibson suggests that they should also remove Item G, but the group considers the impact of that on local businesses.

The meeting is adjourned. (1:00 PM)

ATTEST:

Mayor

Town Clerk

PUBLIC NOTICE

Parks & Recreation

Advisory Board Vacancy

The West Yellowstone Town Council is seeking an interested individual to serve on the West Yellowstone Parks & Recreation Advisory Board. This board advises and makes recommendations to the Town Council regarding park and recreation policies, programs, facilities, programs, maintenance, development, funding, and other related needs of the community. Current projects include developing a 5-year plan for park lands in West Yellowstone. Board members are appointed by the Town Council for a term of four years.

Interested individuals should complete and return the ‘Application for Boards and Committees’ which is available from the Town Hall, 440 Yellowstone Avenue, West Yellowstone, MT or on the “Forms” page of the Town’s website, www.townofwestyellowstone.com. This position is open until filled. For more information or to request an application by e-mail, please contact the Town Offices, 646-7795, or info@townofwestyellowstone.com.

Elizabeth Roos
Town Clerk

TOWN OF WEST YELLOWSTONE
MONTANA
naturally inviting!

PUBLIC HEARING
Purchase of 80 Acres of Real Property
from the US Forest Service

NOTICE IS HEREBY GIVEN that the Town Council of the Town of West Yellowstone will conduct a Public Hearing **February 16, 2016** regarding the proposed purchase of 80 acres of real property that borders the current boundaries of the Town. The Town has received an appraisal of the real property and believes the purchase of the property is in the best interests of the citizens of West Yellowstone. A complete copy of the Purchase and Sale Agreement is available on the Town's website, www.townofwestyellowstone.com. The public is invited to attend this hearing to comment on the proposed purchase. Written and electronic testimony will also be accepted.

Additional information is available at the Town Hall, 440 Yellowstone Avenue, West Yellowstone, MT or by email at eroos@townofwestyellowstone.com. The public hearing will be held during the regular Town Council Meeting which begins at 7:00 PM on February 16, 2016. The meeting will take place in the Town Hall, 440 Yellowstone Avenue in West Yellowstone, MT, at which time oral testimony will be taken from the public. Written testimony may be submitted until 5:00 PM on the date of the hearing to the Town Clerk at the Town Hall, by mail to P.O. Box 1570, West Yellowstone, MT 59758, or by email to eroos@townofwestyellowstone.com. For further information contact the Town Offices, 646-7795.

Elizabeth Roos
Town Clerk



PURCHASE AND SALE AGREEMENT

United States of America Custer Gallatin National Forest

West Yellowstone Expansion Lands Direct Sale of Vacant Land to the Town of West Yellowstone

THIS PURCHASE AND SALE AGREEMENT, (hereafter the “**Agreement**”) is made effective as of the date of the last authorized signature below, between the **TOWN OF WEST YELLOWSTONE**, an incorporated town of Gallatin County, State of Montana, with a mailing address of PO Box 1570, West Yellowstone, MT 59758, (hereinafter the “**Town**” or “**Grantee**”), and the **UNITED STATES OF AMERICA**, acting by and through the Forest Service, Department of Agriculture, (hereinafter the “**Forest Service**” or “**Grantor**”) and collectively (the “**Parties**”). This Agreement is hereby executed pursuant to the Department of the Interior and Related Agencies Appropriation Act of 2004 (P.L. 108-108), Section 333 – Implementation of Gallatin Land Consolidation Act.

WITNESSETH:

WHEREAS, the parcels of land identified as Tracts 1 and 2, described as follows:

Principal Meridian, Montana

Tract 1:

T. 13 S., R. 5 E.,
sec. 33, E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ and E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$

Tract 2:

T. 13 S., R. 5 E.,
sec. 33, NE $\frac{1}{4}$ SE $\frac{1}{4}$

The Property, consisting of 80 acres, is offered for sale to the Grantee at the approved appraised market value sale price of **\$1,425,000**.

WHEREAS, the Grantee agrees to pay the full approved appraised market value sale price for purchase of the Property.

NOW THEREFORE, in consideration of the terms and conditions of this Agreement, the Parties agree as follows:

A. The Grantee shall:

1. Make payment in the amount of \$1,425,000 within 2 years of the execution of this Agreement after which this Agreement terminates and all rights, interests, responsibilities and obligations

herein will be of no force and effect. This Agreement, however, may be amended to extend beyond the 2-year period by mutual agreement of the Parties. The purchase of the Property may occur in 2 separate sales transactions, an Initial Transaction and a Final Transaction. The lands to be conveyed in each transaction will be agreed to by the Parties prior to the closing of the Initial Transaction. If the Grantee elects to purchase the Property in 2 sales transactions, the amount to be tendered for the Initial Transaction shall be a minimum of \$500,000 with the remaining balance due at the time of closing the Final Transaction. The purchase price for each sale shall be its contributory value as established by the Forest Service Review Appraiser and agreed to by the Parties as evidenced by an amendment to this Agreement. The amendment shall include the legal description of the land to be sold, the purchase price, and a closing schedule for the Initial Transaction and Final Transaction. Whether the Property is purchased in a single transaction or 2 transactions, a bill for collection will be issued by the Forest Service to the Town for each transaction with instructions for making payment.

2. Bear the cost of surveying and posting the new Property boundaries resulting from the sale of the Property to the Town of West Yellowstone. The Forest Service will provide survey specifications and materials (monuments, posts, signs, decals) required to complete the survey to Forest Service and State of Montana standards. The Town has the option to enter into a collection agreement with the Forest Service to survey, mark and post the boundaries resulting from the sale.
3. If desired, bear the cost of constructing reroutes of Whiskey Creek Road No. 6958 and Old Rail Road Grade 6973B. Forest Service staff will work with the Town to determine and approve the route locations and will provide the road standards.
4. Bear the cost of recordation services, and title insurance required or desired by the Grantee. Note that the Federal government does not provide title insurance, title commitments, or other title documents.
5. Record the patent in the appropriate county land records.

B. The Grantor shall:

1. Remove any personal property and equipment that is not included in the sale, prior to the date of closing.
2. Amend existing Forest Service Special Use Permits to terminate existing uses on the Property prior to the completion of the sale. The Town will be responsible for working with any permittees to authorize infrastructure that the Town wishes to remain on the property.
3. Reserve the following (See **Attachment A** with exhibits):
 - a. Excepting and reserving to the United States a right-of-way thereon for ditches or canals constructed by the authority of the United States pursuant to the Act of August 30, 1890 (43 U.S.C. 945).

- b. Exclusive perpetual easements, including all right, title, and interest for existing roads and all appurtenances thereto, over, upon, or under the land so granted, as shown approximately on attached **Exhibit A1**, consisting of one (1) sheet, and more particularly identified and described herein, together with such reasonable rights of temporary use of lands immediately adjacent to the following right-of-ways as may be necessary for the maintenance and/or repair of the roads.

Said easements shall be sixty (60) feet in width, being thirty (30) feet on each side of the centerline of said roads as they exist and are actually located on the ground, with such additional width as might be required for the adequate protection of cuts and fills. The intent of this reservation is to reserve these roads, for the entire length of the roads, across and through the property described and as listed below.

**South Plateau Road No. 1700
Madison Arm K Road No. 6780 (Snowmobile Trail No. 919)
Old Rail Road Grade Road No. 6973**

IT IS AGREED that the patentee and their heirs and assigns shall have the right to use the existing roads described above for all purposes deemed necessary or desirable in connection with the protection, administration, management, and utilization of patentee's lands or resources, subject, however, to traffic control regulations as provided in 36 CFR 261.12 and the bearing of road maintenance costs proportionate to use as provided in 36 CFR 212.5(d), attached as **Exhibit B** and **Exhibit C**, respectively, consisting of 1 sheet each.

PROVIDED, that if the Regional Forester determines that the roads, or any segment thereof, is no longer needed for the purposes reserved, the easements shall terminate. The termination shall be evidenced by a statement in recordable form furnished by the Regional Forester to the patentee, or their heirs or assigns in interest.

- c. An exclusive perpetual easement, including all right, title, and interest for an existing trail and all appurtenances thereto, over, upon, or under the land so granted, as shown approximately on attached **Exhibit A**, consisting of one (1) sheet, and more particularly identified and described herein, together with such reasonable rights of temporary use of lands immediately adjacent to the following right-of-way as may be necessary for the maintenance and/or repair of the trail.

Said easement shall be twenty (20) feet in width, being ten (10) feet on each side of the centerline of said trail as it exists and is actually located on the ground, with such additional width as might be required for the adequate protection of cuts and fills. The intent of this reservation is to reserve the trail, for the entire length of the trail, across and through the property described and as listed below.

Frontier Trail No. 630

IT IS AGREED that the patentee and their heirs and assigns shall have the right to use the existing trail described above for all purposes deemed necessary or desirable in connection with the protection, administration, management, and utilization of patentee's lands or resources, subject, however, to traffic control regulations as provided in 36 CFR 261.12 and the conditions, rules and regulations governing forest development trails as provided in 36 CFR 261.55, attached as **Exhibit B** and **Exhibit D**, respectively, consisting of 1 sheet each.

PROVIDED, that if the Regional Forester determines that the trail, or any segment thereof, is no longer needed for the purposes reserved, the easement shall terminate. The termination shall be evidenced by a statement in recordable form furnished by the Regional Forester to the patentee, or their heirs or assigns in interest.

- d. An exclusive perpetual easement, including all right, title, and interest for an existing road and all appurtenances thereto, over, upon, or under the land so granted, as shown approximately on attached **Exhibit A**, consisting of (1) sheet, and more particularly identified and described herein, together with such reasonable rights of temporary use of lands immediately adjacent to the following right-of-way as may be necessary for the maintenance and/or repair of the road.

Said easement shall be sixty (60) feet in width, being thirty (30) feet on each side of the centerline of the road as it exists and is actually located on the ground, with such additional width as might be required for the adequate protection of cuts and fills. The intent of this reservation is to reserve the road, for its entire length, across and through the property described below.

Whiskey Creek Road No. 6958

IT IS AGREED that the patentee and its successors and assigns shall have the right to use the existing road described above for all purposes deemed necessary or desirable in connection with the protection, administration, management, and utilization of patentee's lands or resources, subject, however, to traffic control regulations as provided in 36 CFR 261.12 and the bearing of road maintenance costs proportionate to use as provided in 36 CFR 212.5(d), attached as **Exhibit B** and **Exhibit C**, respectively, consisting of 1 sheet each.

IT IS ALSO AGREED that the reservation of the segment of road within T. 13 S., R. 5 E., sec 33, NE $\frac{1}{4}$ SE $\frac{1}{4}$ is subject to the right of the patentee and its successors and assigns at any time in the future, at its sole expense, to relocate this segment of road and easement to the mutual agreement of the patentee and the Forest Service, such that the relocated road lies solely on adjacent National Forest lands. In the event of relocation, the United States would terminate the reserved easement, as described in the termination provisions provided below.

PROVIDED, that if the Regional Forester determines that the road, or any segment thereof, is no longer needed for the purposes reserved, the easement shall terminate. The

termination shall be evidenced by a statement in recordable form furnished by the Regional Forester to the patentee, or its successors or assigns in interest.

- e. An exclusive perpetual easement, including all right, title, and interest for an existing road and all appurtenances thereto, over, upon, or under the land so granted, as shown approximately on attached **Exhibit A**, consisting of (1) sheet, and more particularly identified and described herein, together with such reasonable rights of temporary use of lands immediately adjacent to the following right-of-way as may be necessary for the maintenance and/or repair of the road.

Said easement shall be sixty (60) feet in width, being thirty (30) feet on each side of the centerline of the road as it exists and is actually located on the ground, with such additional width as might be required for the adequate protection of cuts and fills. The intent of this reservation is to reserve the road, for its entire length, across and through the property described below.

Old Rail Road Grade Road No. 6973B (Snowmobile Trail No. 920)

IT IS AGREED that the patentee and its successors and assigns shall have the right to use the existing road described above for all purposes deemed necessary or desirable in connection with the protection, administration, management, and utilization of patentee's lands or resources, subject, however, to traffic control regulations as provided in 36 CFR 261.12 and the bearing of road maintenance costs proportionate to use as provided in 36 CFR 212.5(d), attached as **Exhibit B** and **Exhibit C**, respectively, consisting of 1 sheet each.

IT IS ALSO AGREED that the reservation of the segment of road within T. 13 S., R. 5 E., sec 33, E $\frac{1}{2}$ NE $\frac{1}{4}$ is subject to the right of the patentee and its successors and assigns at any time in the future, at its sole expense, to relocate this segment of road and easement to the mutual agreement of the patentee and the Forest Service, such that the relocated road lies solely on adjacent lands owned by the Patentee. In the event of relocation, the patentee will provide a Replacement Easement to the United States for the relocated segment of road. Upon approval of title to the Replacement Easement, the United States will record the Replacement Easement in the records of Gallatin County, Montana, and then terminate the reserved easement that is no longer needed as provided in the termination clause below.

PROVIDED, that if the Regional Forester determines that the road, or any segment thereof, is no longer needed for the purposes reserved, the easement shall terminate. The termination shall be evidenced by a statement in recordable form furnished by the Regional Forester to the patentee, or its successors or assigns in interest.

4. Convey the Property under and in consideration of the following notice, covenants, agreements, reservations and provisions (See **Attachment B** – Phase 1 ESA):

A) NOTICE OF HAZARDOUS SUBSTANCE ACTIVITY

Pursuant to Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i), and based upon information submitted by the USDA Forest Service, the GRANTOR hereby gives notice that there is no prior history of hazardous substances that were known to have been released or disposed of or stored for one year or more on the Property.

B) CERCLA COVENANT

Pursuant to Section 120(h)(3)(A)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. § 9620(h)(3)(A)(ii), the GRANTOR hereby warrants and covenants that

1. all response action necessary to protect human health and the environment has been taken before the date of this conveyance; and
2. it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance. This covenant shall not apply:
 - a) in any case in which Grantee, its successors or assigns or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
 - b) to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successors or assigns, or any party in possession after the date of this conveyance that either:
 - (i) results in a release or threatened release of a hazardous substance or petroleum products that was not located on the Property on the date of this conveyance; OR
 - (ii) causes or exacerbates the release or threatened release of a hazardous substance or petroleum products, the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance; OR
 - (iii) causes or exacerbates a release or threatened release of hazardous substances or petroleum products, the existence of which was previously unknown by GRANTOR and Grantee as of the date of this conveyance, but which is hereafter discovered by Grantee, its successors or assigns, or any party in possession of the Property.
3. In the event Grantee, its successors or assigns, seeks to have GRANTOR conduct or pay for any additional response action or corrective action and, as a condition precedent to GRANTOR incurring any additional cleanup obligation or related expenses, the Grantee, its successors or assigns, shall provide GRANTOR at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include and provide credible evidence that:

- a) the associated contamination existed prior to the date of this conveyance; and
- b) the need to conduct any additional response action or corrective action or part thereof was not the result of any failure to act by the Grantee, its successors or assigns, or any party in possession.

C) CERCLA ACCESS

Pursuant to Section 120(h)(3)(A)(iii) of CERCLA, 42 U.S.C. § 9620(h) (3) (A)(iii), GRANTOR reserves a right of access to all portions of the Property for environmental investigation, response action or other corrective action, as needed to take action in accordance with the covenant, set forth above and made under Section 120(h)(3)(A)(ii) of CERCLA. This reservation includes the right of access to and use of available utilities at reasonable cost to GRANTOR. These rights shall be exercisable in any case in which a response action or corrective action is found to be necessary after the date of this conveyance or in which access is necessary to carry out a response action or corrective action on adjoining property. Pursuant to this reservation, the United States of America and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, borings, test-pitting, data and records compilation and other activities related to environmental investigation, and to carry out response or corrective actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, response, or corrective actions, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

D) PESTICIDES

The Grantee is notified that the Property may contain the presence of pesticides that have been applied in the management of the Property. The United States knows of no use of any registered pesticide in a manner inconsistent with its labeling, and believes that all applications were made in accordance with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA -- 7 U.S.C. Sec. 136, et seq.), its implementing regulations, and according to the labeling provided with such substances. Furthermore, that in accordance with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA -- 42 U.S.C. Sec. 9601, et seq.), the use of such substances is not a "release" (as defined in CERCLA, 42 U.S.C. Sec. 9601 (22)), but instead the use of a consumer product in consumer use (42 U.S.C. Sec. 9601(9)), and the application of a pesticide product registered under FIFRA for which recovery for response costs is not allowed (42 U.S.C. Sec. 9607(i)).

E) AS-IS, WHERE-IS PROVISION

Grantee agrees and acknowledges that GRANTOR is selling the property strictly on an "as is, where is", with all faults basis, without warranty, express or implied, with any and all latent and patent defects. Grantee acknowledges that GRANTOR has made the property available for inspection by Grantee and Grantee's representatives. Grantee has inspected, or

will have inspected prior to closing, the physical condition of the property to the extent felt necessary by Grantee, including all improvements thereon, and accepts title to the same “as is” in its existing physical condition. Grantee acknowledges that it is not relying upon any representation, warranty statement or other assertion of the United States of America, as GRANTOR, including its agencies or any official, agent representative or employee of the foregoing, with respect to the property’s conditions. Except as set forth in the deed, Grantee is relying solely and wholly on Grantee’s own examination of the property, is fully satisfied with the property, and accepts any liabilities or costs arising in connection with the condition of the property, including, but not limited to any costs or liabilities pertaining to any environmental condition on the property. Except as set forth in section B, above, the United States of America and its agencies disclaim any and all express or implied warranties and specifically make no warranties of title, habitability, merchantability, suitability, fitness for any purpose, or any other warranty whatsoever. Grantee is put on notice that any prior grant and/or encumbrance may be of record and Grantee is advised to examine all public records available regarding the Property.

No employee or agent of GRANTOR is authorized to make any representation or warranty as to the quality or condition of the Property, merchantability, suitability or fitness of the property for any use whatsoever, known or unknown to GRANTOR, or compliance with any environmental protection, pollution or land use laws, rules, regulations, orders, or requirements including, but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any hazardous waste or substance. In no event shall GRANTOR be responsible or liable for latent or patent defects or faults, if any, in the Property or for remedying or repairing the same including, without limitation, defects related to asbestos or asbestos containing materials, lead, lead-based paint, underground storage tanks, mold, radon or hazardous or toxic materials, chemicals or waste, or for constructing or repairing any streets, utilities or other improvements shown on any plat of the Property.

Nothing in this “as is, where is” provision will be construed to modify or negate the GRANTOR’s obligation under the CERCLA covenant or any other statutory obligations.

5. Include the following additional language in the patent:

The patent and conveyance will be expressly made subject to the following matters to the extent the same are valid and subsisting and affect the Property:

SUBJECT TO:

- 1) All existing licenses, permits, easements and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, ditches, and conduits and canals on, over and across said land whether or not of record.
- 2) All existing interests(s) reserved to or outstanding in third parties in and to water rights, ditch rights, as well as oil, gas and/or minerals, whether or not of record.

- 3) All other existing interests reserved by the original GRANTOR(s) in chain of title unto said GRANTOR(s), their respective successors and assigns, which affect any portion of the Property interest(s) hereinabove described, whether or not of record.
- 4) Any survey discrepancies, conflicts or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements, which may affect the Property.
- 5) Existing zoning ordinances and resolutions, soil conservation district rules and regulations, and water conservancy district rules and regulations, filed of public record and affecting all or any portion of the Property.
6. Upon receipt of the full payment from the Grantee, execute and deliver a Bureau of Land Management Patent, conveying the Property to the Grantee. At closing the Property shall be free and clear of all exceptions to title, liens, easements, covenants, restrictions, encumbrances, etc., now known as Exceptions, except those shown on the Patent.

C. Other Terms and Conditions:

7. The Grantee understands that the Forest Service does not furnish title insurance for the Property, and if needed by the Grantee, title insurance will be the responsibility of the Grantee. The Forest Service shall provide a copy of its Federal Land Status Report (See **Attachment C**) showing any encumbrances or outstanding rights on the Property.
8. The Grantee agrees that no representative or agent of the United States has made any representations or promise with respect to this agreement not expressly contained herein.
9. The terms of this contract shall be binding on the Grantee and the Forest Service, subject to the terms and conditions herein provided:
 - a. The agreement is not terminated by mutual consent or upon such terms as may be provided in the agreement.
 - b. No substantial loss or damage occurs to the Property from any cause.
 - c. No undisclosed hazardous substances are found on the Property prior to conveyance.
10. In accordance with State law, either party may record this Agreement in the appropriate county land records.

**ATTACHMENT A
WEST YELLOWSTONE EXPANSION LANDS
PURCHASE AND SALE AGREEMENT**

RESERVATIONS:

- a. Excepting and reserving to the United States a right-of-way thereon for ditches or canals constructed by the authority of the United States pursuant to the Act of August 30, 1890 (43 U.S.C. 945).
- b. Exclusive perpetual easements, including all right, title, and interest for existing roads and all appurtenances thereto, over, upon, or under the land so granted, as shown approximately on attached **Exhibit A1**, consisting of one (1) sheet, and more particularly identified and described herein, together with such reasonable rights of temporary use of lands immediately adjacent to the following right-of-ways as may be necessary for the maintenance and/or repair of the roads.

Said easements shall be sixty (60) feet in width, being thirty (30) feet on each side of the centerline of said roads as they exist and are actually located on the ground, with such additional width as might be required for the adequate protection of cuts and fills. The intent of this reservation is to reserve these roads, for the entire length of the roads, across and through the property described and as listed below.

South Plateau Road No. 1700

Madison Arm K Road No. 6780 (Snowmobile Trail No. 919)

Old Rail Road Grade Road No. 6973

IT IS AGREED that the patentee and their heirs and assigns shall have the right to use the existing roads described above for all purposes deemed necessary or desirable in connection with the protection, administration, management, and utilization of patentee's lands or resources, subject, however, to traffic control regulations as provided in 36 CFR 261.12 and the bearing of road maintenance costs proportionate to use as provided in 36 CFR 212.5(d), attached as **Exhibit B** and **Exhibit C**, respectively, consisting of 1 sheet each.

PROVIDED, that if the Regional Forester determines that the roads, or any segment thereof, is no longer needed for the purposes reserved, the easements shall terminate. The termination shall be evidenced by a statement in recordable form furnished by the Regional Forester to the patentee, or their heirs or assigns in interest.

- c. An exclusive perpetual easement, including all right, title, and interest for an existing trail and all appurtenances thereto, over, upon, or under the land so granted, as shown approximately on attached **Exhibit A**, consisting of one (1) sheet, and more particularly identified and described herein, together with such reasonable rights of temporary use of lands immediately adjacent to the following right-of-way as may be necessary for the maintenance and/or repair of the trail.

Said easement shall be twenty (20) feet in width, being ten (10) feet on each side of the centerline of said trail as it exists and is actually located on the ground, with such additional width as might be required for the adequate protection of cuts and fills. The intent of this reservation is to reserve the trail, for the entire length of the trail, across and through the property described and as listed below.

Frontier Trail No. 630

IT IS AGREED that the patentee and their heirs and assigns shall have the right to use the existing trail described above for all purposes deemed necessary or desirable in connection with the protection, administration, management, and utilization of patentee's lands or resources, subject, however, to traffic control regulations as provided in 36 CFR 261.12 and the conditions, rules and regulations governing forest development trails as provided in 36 CFR 261.55, attached as **Exhibit B** and **Exhibit D**, respectively, consisting of 1 sheet each.

PROVIDED, that if the Regional Forester determines that the trail, or any segment thereof, is no longer needed for the purposes reserved, the easement shall terminate. The termination shall be evidenced by a statement in recordable form furnished by the Regional Forester to the patentee, or their heirs or assigns in interest.

- d. An exclusive perpetual easement, including all right, title, and interest for an existing road and all appurtenances thereto, over, upon, or under the land so granted, as shown approximately on attached **Exhibit A**, consisting of (1) sheet, and more particularly identified and described herein, together with such reasonable rights of temporary use of lands immediately adjacent to the following right-of-way as may be necessary for the maintenance and/or repair of the road.

Said easement shall be sixty (60) feet in width, being thirty (30) feet on each side of the centerline of the road as it exists and is actually located on the ground, with such additional width as might be required for the adequate protection of cuts and fills. The intent of this reservation is to reserve the road, for its entire length, across and through the property described below.

Whiskey Creek Road No. 6958

IT IS AGREED that the patentee and its successors and assigns shall have the right to use the existing road described above for all purposes deemed necessary or desirable in connection with the protection, administration, management, and utilization of patentee's lands or resources, subject, however, to traffic control regulations as provided in 36 CFR 261.12 and the bearing of road maintenance costs proportionate to use as provided in 36 CFR 212.5(d), attached as **Exhibit B** and **Exhibit C**, respectively, consisting of 1 sheet each.

IT IS ALSO AGREED that the reservation of the segment of road within T. 13 S., R. 5 E., sec 33, NE $\frac{1}{4}$ SE $\frac{1}{4}$ is subject to the right of the patentee and its successors and assigns at any time in the future, at its sole expense, to relocate this segment of road and easement to the mutual agreement of the patentee and the Forest Service, such that the relocated road lies solely on adjacent National Forest lands. In the event of relocation, the United States would terminate the reserved easement, as described in the termination provisions provided below.

PROVIDED, that if the Regional Forester determines that the road, or any segment thereof, is no longer needed for the purposes reserved, the easement shall terminate. The termination shall be evidenced by a statement in recordable form furnished by the Regional Forester to the patentee, or its successors or assigns in interest.

- e. An exclusive perpetual easement, including all right, title, and interest for an existing road and all appurtenances thereto, over, upon, or under the land so granted, as shown approximately on attached **Exhibit A**, consisting of (1) sheet, and more particularly identified and described herein, together with such reasonable rights of temporary use of lands immediately adjacent to the following right-of-way as may be necessary for the maintenance and/or repair of the road.

Said easement shall be sixty (60) feet in width, being thirty (30) feet on each side of the centerline of the road as it exists and is actually located on the ground, with such additional width as might be required for the adequate protection of cuts and fills. The intent of this reservation is to reserve the road, for its entire length, across and through the property described below.

Old Rail Road Grade Road No. 6973B (Snowmobile Trail No. 920)

IT IS AGREED that the patentee and its successors and assigns shall have the right to use the existing road described above for all purposes deemed necessary or desirable in connection with the protection, administration, management, and utilization of patentee's lands or resources, subject, however, to traffic control regulations as provided in 36 CFR 261.12 and the bearing of road maintenance costs proportionate to use as provided in 36 CFR 212.5(d), attached as **Exhibit B** and **Exhibit C**, respectively, consisting of 1 sheet each.

IT IS ALSO AGREED that the reservation of the segment of road within T. 13 S., R. 5 E., sec 33, E½NE¼ is subject to the right of the patentee and its successors and assigns at any time in the future, at its sole expense, to relocate this segment of road and easement to the mutual agreement of the patentee and the Forest Service, such that the relocated road lies solely on adjacent lands owned by the Patentee. In the event of relocation, the patentee will provide a Replacement Easement to the United States for the relocated segment of road. Upon approval of title to the Replacement Easement, the United States will record the Replacement Easement in the records of Gallatin County, Montana, and then terminate the reserved easement that is no longer needed as provided in the termination clause below.

PROVIDED, that if the Regional Forester determines that the road, or any segment thereof, is no longer needed for the purposes reserved, the easement shall terminate. The termination shall be evidenced by a statement in recordable form furnished by the Regional Forester to the patentee, or its successors or assigns in interest.

EXHIBIT A1

Road Reservation Exhibit

F.S. Road No. 1700 (South Plateau Road)

E1/2 Sec. 33, T.13 S., R.5 E., P.M.MT, Gallatin County, MT

Found Brass Cap
Bk: 849, Pg: 1
Lat: 44°39'53.88"N.
Long: 111°06'47.65"W

S28 S27
S33 S34

BEGIN RIGHT-OF-WAY
F.S. Road No. 6973

NE Cor. Sec. 33 tie:
S.9°34'E., 178.5'

Buried Storm Drain
F.S. Road No. 6973 ROW
Edge of pavement

NE 1/4
Sec. 33

S.0°06'W.,
173.9'

Obsidian Ave.
Block 31, Town of
West Yellowstone

Access road to
city storm drain
detention facility.

1/4 Cor. S33 & S34
Found Rebar
Rec. No. 53690
Lat: 44°39'27.22"N.
Long: 111°06'47.72"W

F.S. gate with pay
station & info. sign.

National Forest
System Lands

SE 1/4
Sec. 33

SW 1/4
Sec. 34

National Forest System Lands



SCALE
(IN FEET)



F.S. Road 6958 R-O-W
Whiskey Springs Road

N.90°00'W.
38.2'

S₁₆ (Calc.)

1,297.1'

S33 S34

S3 Found Brass Cap
Bk: 849, Pg: 1
Lat: 44°39'04.61"N.
Long: 111°06'47.75"W

END RIGHT-OF-WAY
F.S. Road No. 1700

SE Cor. Sec. 33 tie:
S.1°39'E., 1,297.7'

PURPOSE OF SURVEY:

Identify the location of a road reservation by the United States of America for Forest Service road No. 1700, South Plateau Road, across the east side of section 33, T.13 S., R.5 E. The intent of this exhibit shall be construed to conform to the centerline of said road as it exists and is actually located on the ground. If subsequent surveys disclose a variance in the measured location of said road, all described locations are to be considered subordinate to the intent to convey interest in the actual ground location of said road.

METHOD OF SURVEY:

The reservation location survey was performed in September 2015, using Survey grade Global Positioning System (GPS). Positions were kinematically collected along the road, section corners, and improvements tied.

Reservation:

The Forest Service Road No. 1700 reservation is a strip of land sixty (60) feet in width, thirty (30) feet either side of the centerline shown hereon. The reservation begins on the southerly ROW of Forest Service Road No. 6973 at a point from which the East 1/4 corner of sec. 33 bears S.6°34'E., 178.5' and ends on the E-W centerline of the SE 1/4 of sec. 33.

BASIS OF BEARING:

Direction of lines are true mean geodetic bearings at project elevation and were determined by references to true meridians, established by Survey grade GPS using a "Here" point.

LEGEND:

- Reservation centerline, angle points not monumented.
- - - Edge of road reservation. (30' each side of described centerline)
- ◊ Found monument as noted on Certified Corner Record.
- Rec. No. Reference to Certified Corner Recordation filed at Gallatin County Clerk and Recorder's Office with associated Latitude and Longitude measured Sept. 2015. Datum: NAD83(2011).
- Long:
- MH○ Manhole Cover.

TOTAL LENGTH: 1,474.8 feet
TOTAL AREA: 2.031 acres

U.S. DEPARTMENT OF AGRICULTURE
CUSTER GALLATIN NATIONAL FOREST
FOREST SERVICE, REGION 1

REVIEWED BY:

[Signature]
FOREST LAND SURVEYOR

11/19/15
DATE

APPROVED FOR RIGHT-OF-WAY PURPOSES:

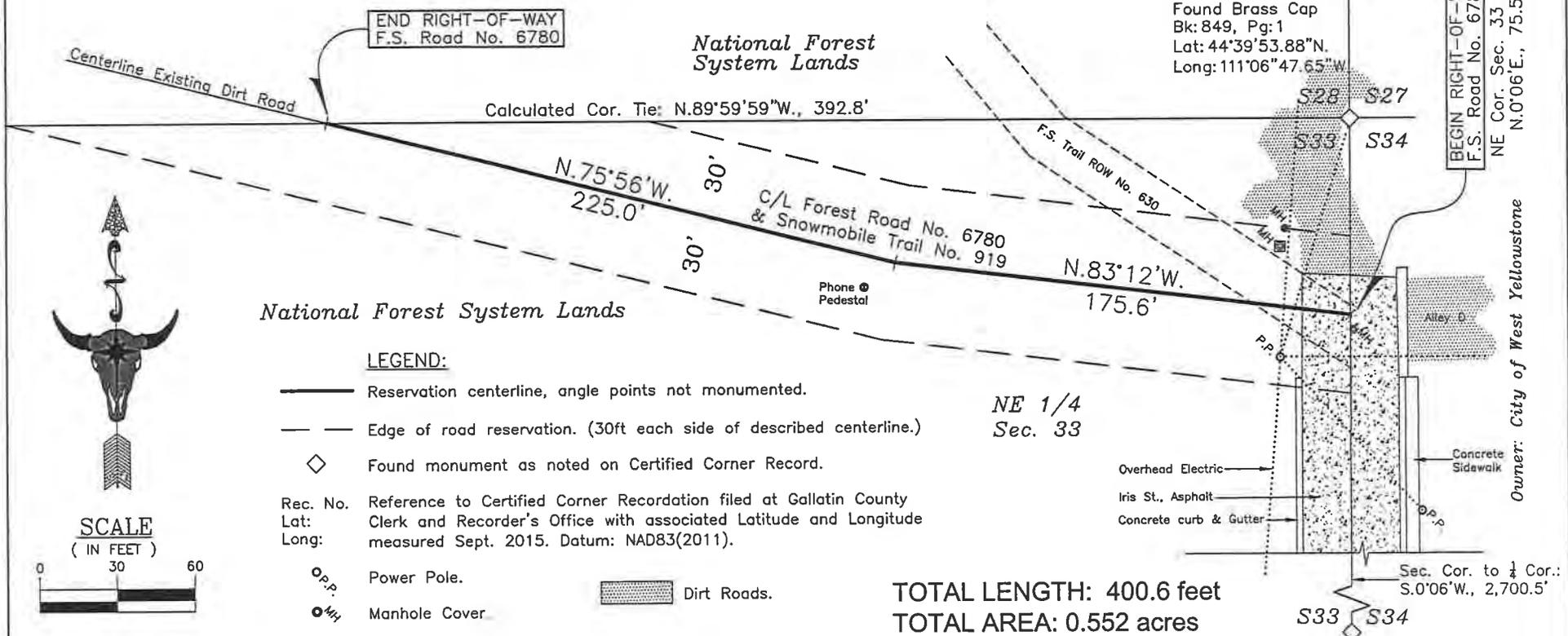
[Signature]
FOREST ENGINEER

1/15/2016
DATE

EXHIBIT A1

Road Reservation Exhibit

F.S. Road No. 6780 (Madison Arm K Road) & Snowmobile Trail No. 919 NE1/4 Sec. 33, T.13 S., R.5 E., P.M.MT, Gallatin County, MT



LEGEND:

- Reservation centerline, angle points not monumented.
- - - Edge of road reservation. (30ft each side of described centerline.)
- ◊ Found monument as noted on Certified Corner Record.
- Rec. No. Reference to Certified Corner Recordation filed at Gallatin County Clerk and Recorder's Office with associated Latitude and Longitude measured Sept. 2015. Datum: NAD83(2011).
- P.P. Power Pole.
- MH Manhole Cover.
- ▨ Dirt Roads.

TOTAL LENGTH: 400.6 feet
TOTAL AREA: 0.552 acres

PURPOSE OF SURVEY:

Identify the location of a road reservation by the United States of America for Forest Service Road No. 4780 (Madison Arm K Road) and Snowmobile Trail No. 919 across the NE1/4 of section 33, T. 13 S., R. 5 E. The intent of this exhibit shall be construed to conform to the centerline of said road as it exists and is actually located on the ground. If subsequent surveys disclose a variance in the measured location of said road, all described locations are to be considered subordinate to the intent to convey interest in the actual ground location of said road.

METHOD OF SURVEY:

The reservation location survey was performed in September 2015, using Survey Grade Global Positioning System (GPS). Positions were kinematically collected along the road, section corners, and improvements tied.

Reservation:

The Forest Service Road No. 6780 reservation is a strip of land sixty (60) feet in width, thirty (30) feet either side of the centerline shown on this exhibit. The reservation begins on the section line between sections 33 & 34 and ends on the section line between Sections 28 & 33, T.13 S., R.5 E.

BASIS OF BEARING:

Direction of lines are true mean geodetic bearings at project elevation and were determined by references to true meridians, established by Survey Grade GPS using a "Here" point.

U.S. DEPARTMENT OF AGRICULTURE
CUSTER GALLATIN NATIONAL FOREST
FOREST SERVICE, REGION 1

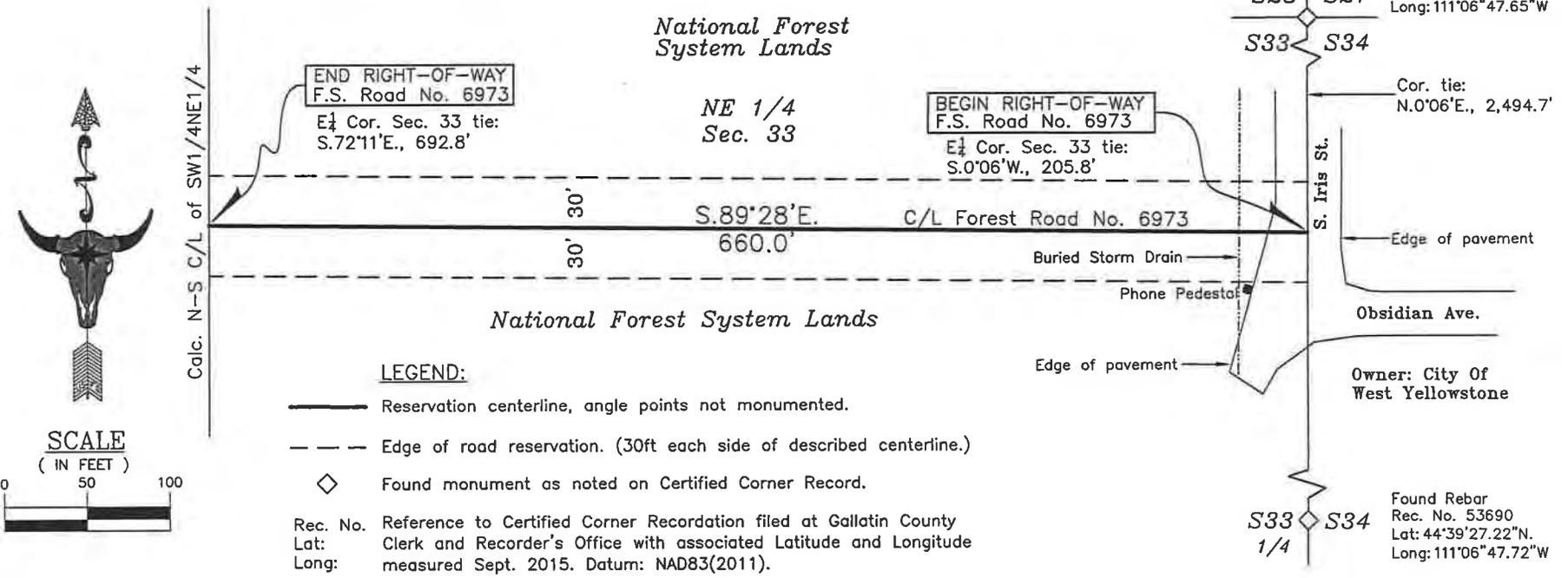
REVIEWED BY: FOREST LAND SURVEYOR	11/19/15 DATE
APPROVED FOR RIGHT-OF-WAY PURPOSES:	
FOREST ENGINEER	1/15/2016 DATE
Surveyed & drawn by D. Graff, 10/15	
J724	

EXHIBIT A1

Road Reservation Exhibit

F.S. Road No. 6973 (Old Railroad Grade Road)

NE1/4 Sec. 33, T.13 S., R.5 E., P.M.MT, Gallatin County, MT



- LEGEND:**
- Reservation centerline, angle points not monumented.
 - - - Edge of road reservation. (30ft each side of described centerline.)
 - ◇ Found monument as noted on Certified Corner Record.
- Rec. No. Reference to Certified Corner Recordation filed at Gallatin County Clerk and Recorder's Office with associated Latitude and Longitude measured Sept. 2015. Datum: NAD83(2011).

TOTAL LENGTH: 660.0 feet
TOTAL AREA: 0.910 acres

U.S. DEPARTMENT OF AGRICULTURE CUSTER GALLATIN NATIONAL FOREST FOREST SERVICE, REGION 1	
REVIEWED BY: FOREST LAND SURVEYOR	11/19/15 DATE
APPROVED FOR RIGHT-OF-WAY PURPOSES: FOREST ENGINEER	1/15/2016 DATE
Surveyed & drawn by D. Graff, 10/15	
J724	

PURPOSE OF SURVEY:
 Identify the location of a road reservation by the United States of America for Forest Service Road No. 4780 across the NE1/4 of section 33, T. 13 S., R. 5 E. The intent of this exhibit shall be construed to conform to the centerline of said road as it exists and is actually located on the ground. If subsequent surveys disclose a variance in the measured location of said road, all described locations are to be considered subordinate to the intent to convey interest in the actual ground location of said road.

METHOD OF SURVEY:
 The reservation location survey was performed in September 2015, using Survey Grade Global Positioning System (GPS). Positions were kinematically collected along the road, section corners, and improvements tied.

Reservation:
 The Forest Service Road No. 6973 reservation is a strip of land sixty (60) feet in width, thirty (30) feet either side of the centerline shown on this exhibit. The reservation begins on the section line between sections 33 & 34 and ends on the section line between Sections 33 & 34, T.13 S., R.5 E.

BASIS OF BEARING:
 Direction of lines are true mean geodetic bearings at project elevation and were determined by references to true meridians, established by Survey Grade GPS using a "Here" point.

EXHIBIT A
Trail Reservation Exhibit
F.S. Trail No. 630 (Frontier Trail)
NE1/4 Sec. 33, T.13 S., R.5 E., P.M.MT
Gallatin County, MT

PURPOSE OF SURVEY:

Identify the location of a road reservation by the United States of America for Forest Service road No. 4780 across the NE1/4 of section 33, T. 13 S., R. 5 E. The intent of this exhibit shall be construed to conform to the centerline of said road as it exists and is actually located on the ground. If subsequent surveys disclose a variance in the measured location of said road, all described locations are to be considered subordinate to the intent to convey interest in the actual ground location of said road.

METHOD OF SURVEY:

The reservation location survey was performed in September 2015, using Survey Grade Global Positioning System (GPS). Positions were kinematically collected along the road, section corners, and improvements tied.

Reservation:

The Forest Service Trail No. 630 reservation is a strip of land twenty (20) feet in width, ten (10) feet either side of the centerline shown on this exhibit. The reservation begins on the section line between sections 33 & 34 and ends on the section line between Sections 28 & 33, T.13 S., R.5 E.

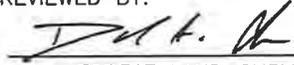
BASIS OF BEARING:

Direction of lines are true mean geodetic bearings at project elevation and were determined by references to true meridians, established by survey grade GPS using a "Here" point.

TOTAL LENGTH: 147.7 feet
TOTAL AREA: 0.068 acres

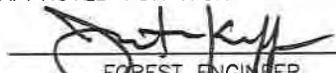
U.S. DEPARTMENT OF AGRICULTURE
 CUSTER GALLATIN NATIONAL FOREST
 FOREST SERVICE, REGION 1

REVIEWED BY:


 FOREST LAND SURVEYOR

11/17/15
 DATE

APPROVED FOR RIGHT-OF-WAY PURPOSES:


 FOREST ENGINEER

1/15/2016
 DATE

Surveyed & drawn by D. Graff, 10/15

J724

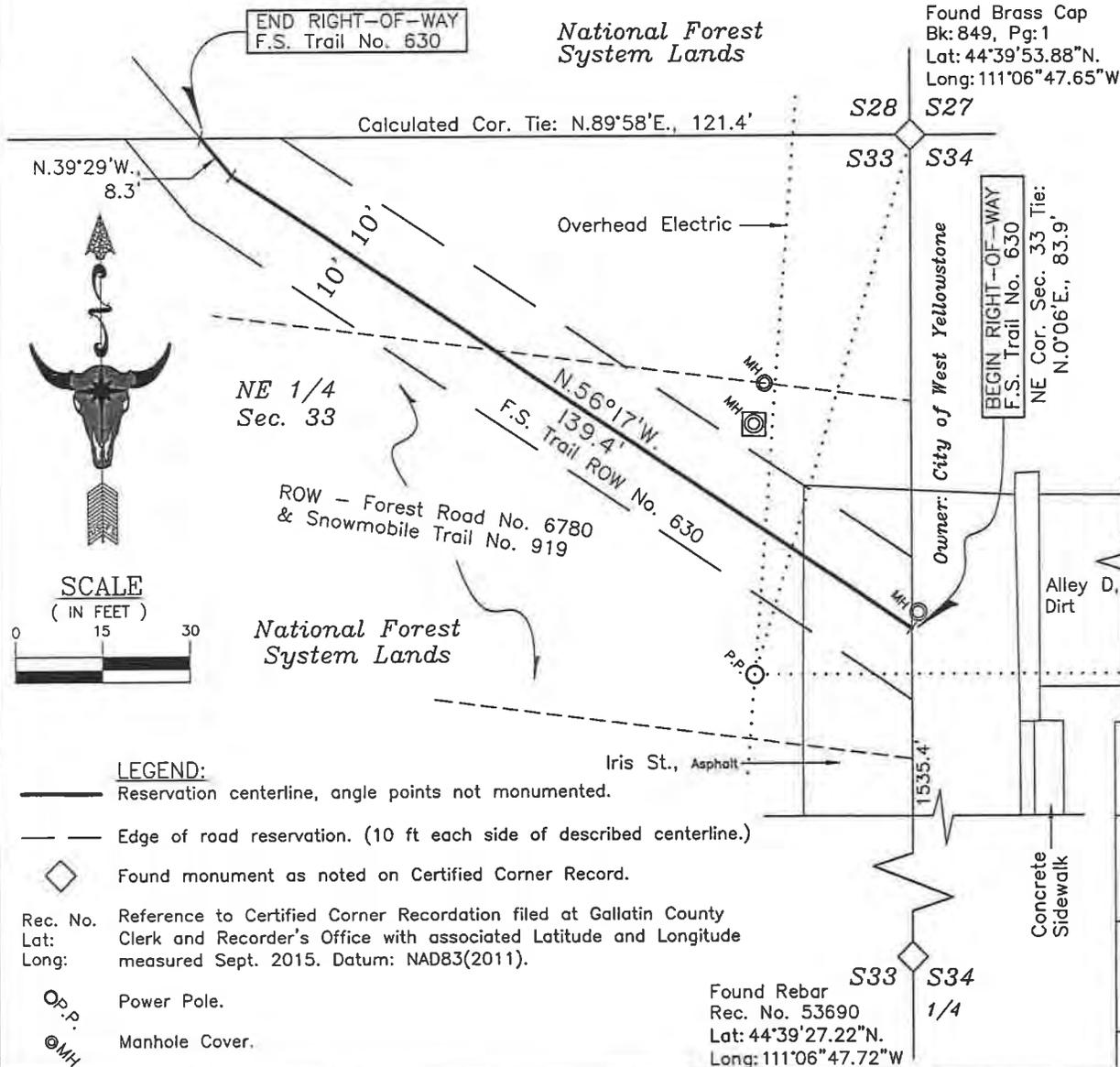


EXHIBIT A
Road Reservation Exhibit
F.S. Road No. 6958 (Whiskey Creek Road)
NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 33, T.13 S., R.5 E., P.M.MT,
Gallatin County, MT

U.S. DEPARTMENT OF AGRICULTURE
 CUSTER GALLATIN NATIONAL FOREST
 FOREST SERVICE, REGION 1

REVIEWED BY:

[Signature]
 FOREST LAND SURVEYOR

11/19/15
 DATE

APPROVED FOR RIGHT-OF-WAY PURPOSES:

[Signature]
 FOREST ENGINEER

1/15/2016
 DATE

Surveyed & drawn by D. Graff, 10/15

J724

PURPOSE OF SURVEY:

Identify the location of a road reservation by the United States of America for Forest Service Road No. 6958, Whiskey Creek Road, across the NE $\frac{1}{4}$ SE $\frac{1}{4}$ section 33, T.13 S., R.5 E. The intent of this exhibit shall be construed to conform to the centerline of said road as it exists and is actually located on the ground. If subsequent surveys disclose a variance in the measured location of said road, all described locations are to be considered subordinate to the intent to convey interest in the actual ground location of said road.

METHOD OF SURVEY:

The reservation location survey was performed in September 2015, using Survey Grade Global Positioning System (GPS). Positions were kinematically collected along the road, section corners, and improvements tied.

Reservation:

The Forest Service Road No. 6958 reservation is a strip of land sixty (60) feet in width, thirty (30) feet either side of the centerline shown hereon. The reservation begins on the centerline Forest Service Road No. 1700 at a point from which the SE corner of sec. 33 bears S.1°06'E., 1,763.5' and ends on the N-S centerline of the SE $\frac{1}{4}$ of sec. 33.



TOTAL LENGTH: 1,301.1 feet
TOTAL AREA: 1.792 acres

1/4
 Found Rebar
 Rec. No. 53690
 Lat: 44°39'27.22"N.
 Long: 111°06'47.72"W

SW1/4 Sec. 34

BASIS OF BEARING:

Direction of lines are true mean geodetic bearings at project elevation and were determined by references to true meridians, established by Survey Grade GPS using a "Here" point.

LEGEND:

- Reservation centerline, angle points not monumented.
- - - Edge of road reservation. (30' each side of described centerline).
- ◇ Found monument as noted on Certified Corner Record.

Rec. No.
 Lat:
 Long:
 Reference to Certified Corner Recordation filed at Gallatin County Clerk and Recorder's Office with associated Latitude and Longitude measured Sept. 2015. Datum: NAD83(2011).

N-S centerline of the
 SW $\frac{1}{4}$ Sec. 33 (Calc.)

SE1/4
 Sec. 33

National Forest
 System Lands

BEGIN RIGHT-OF-WAY
 F.S. Road No. 6958

SE Cor. S.33 tie:
 S.2°03'E., 1,752.4'

END RIGHT-OF-WAY
 F.S. Road No. 6958

SE Cor. S.33 tie:
 S.39°34'E., 2,071.5'

National Forest System Lands

Found B.C.
 Bk: 849, Pg:1
 Lat: 44°39'01.61"N.
 Long: 111°06'47.75"W

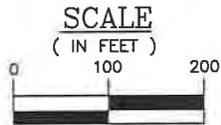
C/L Forest Road No. 1700

N.0°06'E., 2,594.3'

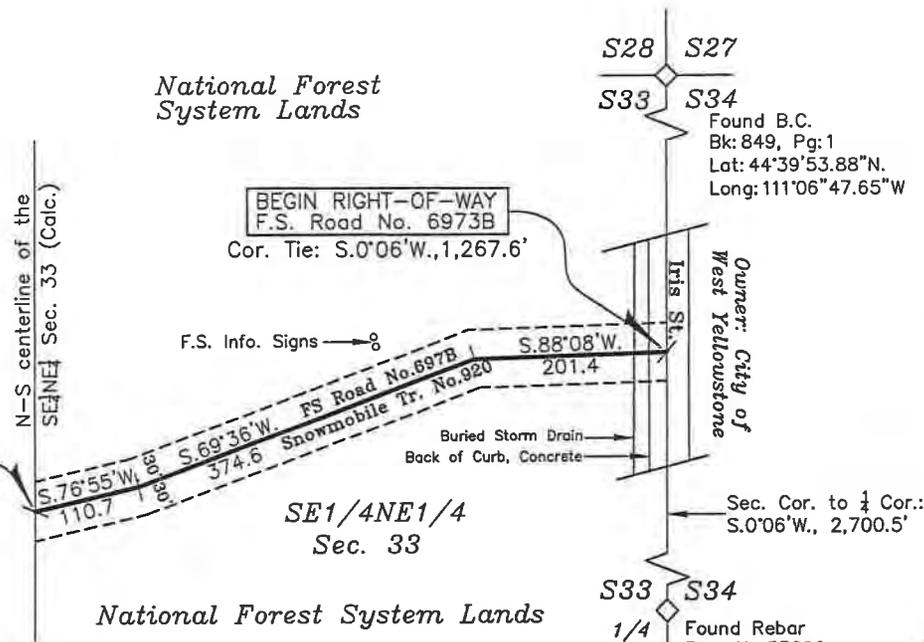
145.2'

S33 S34
 S3

EXHIBIT A
Road Reservation Exhibit
Old Rail Road Grade Road No. 6973B
& Snowmobile Trail No. 920
E₂NE₁/₄ Sec. 33, T.13 S., R.5 E., P.M.MT,
Gallatin County, MT



END RIGHT-OF-WAY
F.S. Road No. 6973B
 E₁/₄ Cor. S.33 tie:
 S.30°46'E., 1,286.4'



- LEGEND:**
- Reservation centerline, angle points not monumented.
 - - - Edge of road reservation. (30' each side of described centerline).
 - ◊ Found monument as noted on Certified Corner Record.
- Rec. No. Reference to Certified Corner Recordation filed at
 Lat: Gallatin County Clerk and Recorder's Office with
 Long: associated Latitude and Longitude measured Sept.
 2015. Datum: NAD83(2011).

BASIS OF BEARING:
 Direction of lines are true mean geodetic bearings at project elevation and were determined by references to true meridians, established by Survey Grade GPS using a "Here" point.

PURPOSE OF SURVEY:

Identify the location of a road reservation by the United States of America for Forest Service Road No. 6973B, Old Rail Road Grade Road & Snowmobile Trail No. 920, across the E₂NE₁/₄ section 33, T.13 S., R.5 E. The intent of this exhibit shall be construed to conform to the centerline of said road as it exists and is actually located on the ground. If subsequent surveys disclose a variance in the measured location of said road, all described locations are to be considered subordinate to the intent to convey interest in the actual ground location of said road.

METHOD OF SURVEY:

The reservation location survey was performed in September 2015, using Survey Grade Global Positioning System (GPS). Positions were kinematically collected along the road, section corners, and improvements tied.

Reservation:

The Forest Service Road No. 6973B & Trail No. 920 reservation is a strip of land sixty (60) feet in width, thirty (30) feet either side of the centerline shown hereon. The reservation begins on the centerline Forest Service Road No. 1700 at a point from which the E₁/₄ corner of sec. 33 bears S.1°06'W., 1,267.6' and ends on the N-S centerline of the SE₁NE₁/₄ of sec. 33.

TOTAL LENGTH: 686.7 feet
TOTAL AREA: 0.946 acres

U.S. DEPARTMENT OF AGRICULTURE
CUSTER GALLATIN NATIONAL FOREST
FOREST SERVICE, REGION 1

REVIEWED BY:

[Signature]
 FOREST LAND SURVEYOR

11/19/15
 DATE

APPROVED FOR RIGHT-OF-WAY PURPOSES:

[Signature]
 FOREST ENGINEER

1/15/2016
 DATE

EXHIBIT B

**United States Department of Agriculture
Forest Service**

**CONDITIONS, RULES AND REGULATIONS
OF THE SECRETARY OF AGRICULTURE
GOVERNING PROHIBITED ACTIVITIES ON
NATIONAL FOREST SYSTEM ROADS AND TRAILS**

Code of Federal Regulations - Title 36 - Chapter II - Section 261.12

The following are prohibited:

- (a) Violating the load, weight, height, length, or width limitations prescribed by State law except by special-use authorization or written agreement or by order issued under § 261.54 of this Chapter.
- (b) Failing to have a vehicle weighed at a Forest Service weighing station, if required by a sign.
- (c) Damaging and leaving in a damaged condition any such road, trail, or segment thereof.
- (d) Blocking, restricting, or otherwise interfering with the use of a road, trail, or gate.

[43 FR 2957, 1/14/1977, as amended at 46 FR 33520, 6/30/1981; 49 FR 25450, 6/21/1984; 55 FR 25832, 6/25/1990]

EXHIBIT C

United States Department of Agriculture Forest Service

CONDITIONS, RULES AND REGULATIONS OF THE SECRETARY OF AGRICULTURE GOVERNING MAINTENANCE AND RECONSTRUCTION OF FOREST SERVICE ROADS BY USERS

Code of Federal Regulations - Title 36 - Chapter II - Section 212.5(d)

(d) Maintenance and reconstruction of forest service roads by users.

(1) *Maintenance.* The Chief may require, but not in conflict with an existing permit, easement, contract, or other agreement, the user or users of a road, including purchasers of Government timber and other products, to maintain the roads in a satisfactory condition commensurate with the particular use requirements of each. The maintenance to be borne by each user shall be proportionate to total use and no individual user shall be required to perform or bear the costs of maintenance other than that commensurate with his use.

(2) *Reconstruction.* The Chief may require, but not in conflict with an existing permit, easement, contract, or other agreement, the user or users of a road to reconstruct it when, at the time the use is requested, reconstruction is determined to be necessary to accommodate his use.

(3) *Deposits in lieu of performance.* If the maintenance or reconstruction cannot be so provided or if the Chief determines that maintenance or reconstruction by a user would not be practical, the Chief may require that sufficient funds be deposited by the user to provide his portion of the total maintenance or reconstruction costs. Deposits made to cover maintenance or reconstruction of roads shall be used for the purposes deposited, except that:

(i) Deposits received for work on adjacent and overlapping areas may be combined when it is the most practicable and efficient manner of performing the work, and cost thereof may be determined by estimates, and

(ii) Unexpended balances upon accomplishment of the purposes for which deposited shall be transferred to miscellaneous receipts or refunded.

[39 FR 27649, 7/31/1974, as amended at 42 FR 2957, 1/14/1977; 43 FR 20007, 5/10/1978; 62 FR 58654, 10/30/1997. Redesignated and amended at 62 FR 58654, 10/30/1997; 66 FR 3217, 1/12/2001]

EXHIBIT D

United States Department of Agriculture Forest Service

CONDITIONS, RULES AND REGULATIONS OF THE SECRETARY OF AGRICULTURE GOVERNING FOREST DEVELOPMENT TRAILS

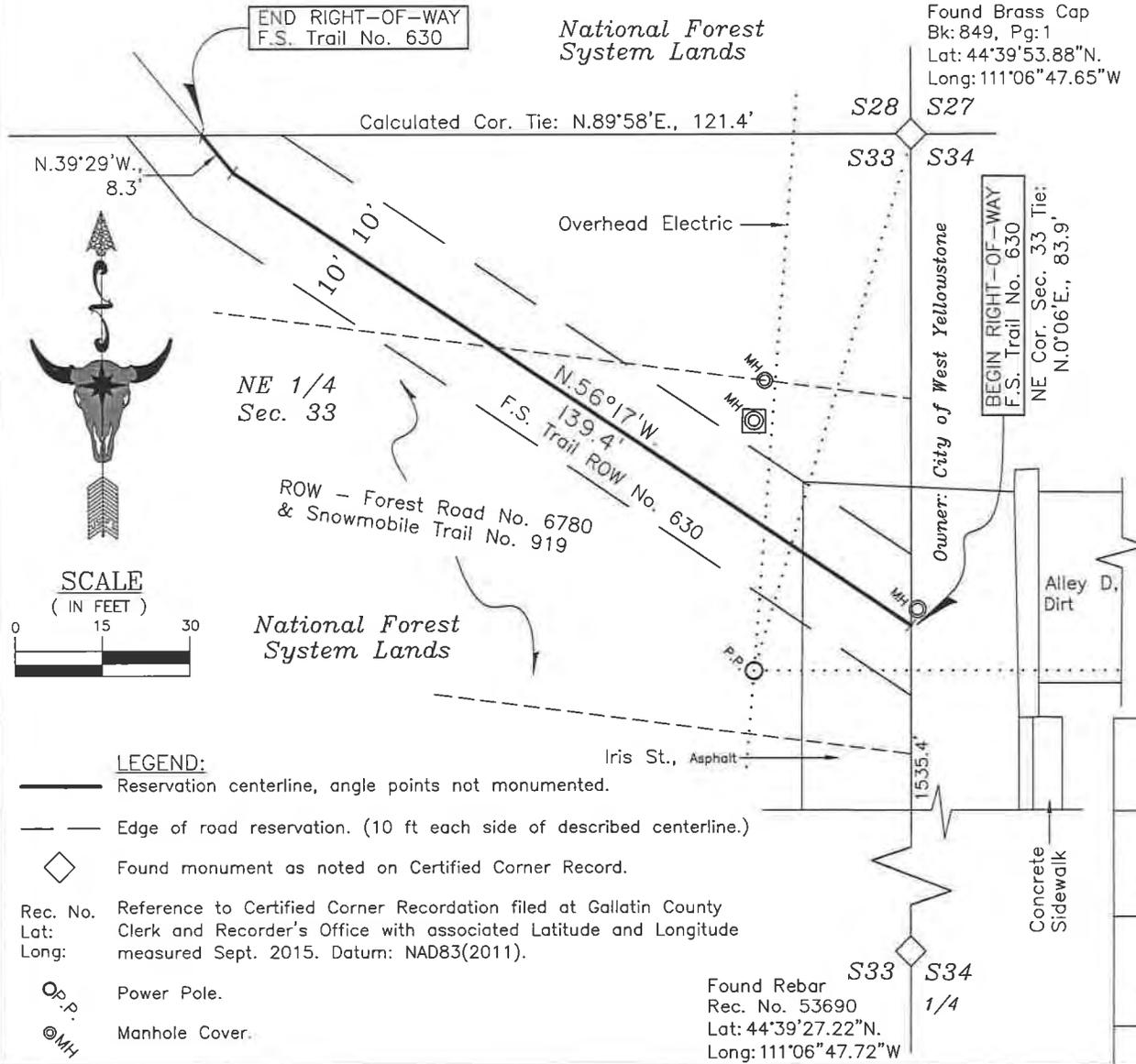
Code of Federal Regulations - Title 36 - Chapter II - Section 261.55

When provided by an order issued in accordance with § 261.50 of this subpart, the following are prohibited on a forest development trail:

- (a) Being on a trail.
- (b) Using any type of vehicle prohibited by the order.
- (c) Use by any type of traffic or mode of transport prohibited by the order.
- (d) Operating a vehicle in violation of the width, weight, height, length or other limitations specified by the order.
- (e) Shortcutting a switchback in a trail.

[55 FR 25832, 6/25/1990]

EXHIBIT A
Trail Reservation Exhibit
F.S. Trail No. 630 (Frontier Trail)
NE1/4 Sec. 33, T.13 S., R.5 E., P.M.MT
Gallatin County, MT



PURPOSE OF SURVEY:

Identify the location of a road reservation by the United States of America for Forest Service road No. 4780 across the NE1/4 of section 33, T. 13 S., R. 5 E. The intent of this exhibit shall be construed to conform to the centerline of said road as it exists and is actually located on the ground. If subsequent surveys disclose a variance in the measured location of said road, all described locations are to be considered subordinate to the intent to convey interest in the actual ground location of said road.

METHOD OF SURVEY:

The reservation location survey was performed in September 2015, using Survey Grade Global Positioning System (GPS). Positions were kinematically collected along the road, section corners, and improvements tied.

Reservation:

The Forest Service Trail No. 630 reservation is a strip of land twenty (20) feet in width, ten (10) feet either side of the centerline shown on this exhibit. The reservation begins on the section line between sections 33 & 34 and ends on the section line between Sections 28 & 33, T.13 S., R.5 E.

BASIS OF BEARING:

Direction of lines are true mean geodetic bearings at project elevation and were determined by references to true meridians, established by survey grade GPS using a "Here" point.

TOTAL LENGTH: 147.7 feet
TOTAL AREA: 0.068 acres

U.S. DEPARTMENT OF AGRICULTURE
CUSTER GALLATIN NATIONAL FOREST
FOREST SERVICE, REGION 1

REVIEWED BY:

[Signature]
 FOREST LAND SURVEYOR

11/17/15
 DATE

APPROVED FOR RIGHT-OF-WAY PURPOSES:

[Signature]
 FOREST ENGINEER

1/15/2016
 DATE

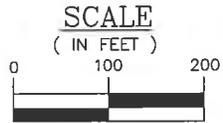
Surveyed & drawn by D. Graff, 10/15

J724

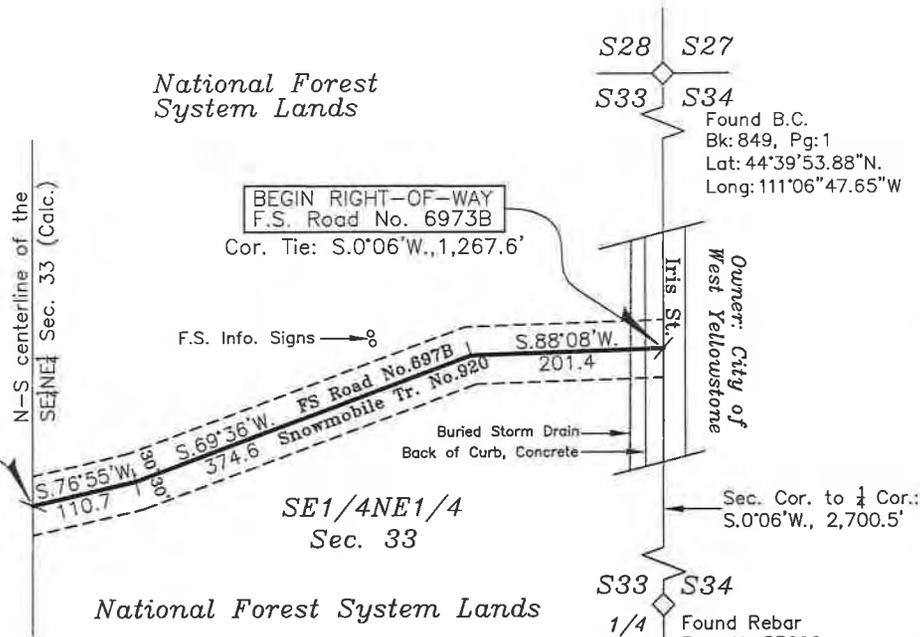
LEGEND:

- Reservation centerline, angle points not monumented.
- Edge of road reservation. (10 ft each side of described centerline.)
- Found monument as noted on Certified Corner Record.
- Rec. No. Reference to Certified Corner Recordation filed at Gallatin County
- Lat: Clerk and Recorder's Office with associated Latitude and Longitude
- Long: measured Sept. 2015. Datum: NAD83(2011).
- P.P. Power Pole.
- MH Manhole Cover.

EXHIBIT A
Road Reservation Exhibit
Old Rail Road Grade Road No. 6973B
& Snowmobile Trail No. 920
E $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 33, T.13 S., R.5 E., P.M.MT,
Gallatin County, MT



END RIGHT-OF-WAY
F.S. Road No.6973B
 E $\frac{1}{4}$ Cor. S.33 tie:
 S.30°46'E., 1,286.4'



PURPOSE OF SURVEY:

Identify the location of a road reservation by the United States of America for Forest Service Road No. 6973B, Old Rail Road Grade Road & Snowmobile Trail No. 920, across the E $\frac{1}{2}$ NE $\frac{1}{4}$ section 33, T.13 S., R.5 E. The intent of this exhibit shall be construed to conform to the centerline of said road as it exists and is actually located on the ground. If subsequent surveys disclose a variance in the measured location of said road, all described locations are to be considered subordinate to the intent to convey interest in the actual ground location of said road.

METHOD OF SURVEY:

The reservation location survey was performed in September 2015, using Survey Grade Global Positioning System (GPS). Positions were kinematically collected along the road, section corners, and improvements tied.

Reservation:

The Forest Service Road No. 6973B & Trail No. 920 reservation is a strip of land sixty (60) feet in width, thirty (30) feet either side of the centerline shown hereon. The reservation begins on the centerline Forest Service Road No. 1700 at a point from which the E $\frac{1}{4}$ corner of sec. 33 bears S.1°06'W., 1,267.6' and ends on the N-S centerline of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of sec. 33.

TOTAL LENGTH: 686.7 feet

TOTAL AREA: 0.946 acres

U.S. DEPARTMENT OF AGRICULTURE
 CUSTER GALLATIN NATIONAL FOREST
 FOREST SERVICE, REGION 1

REVIEWED BY:

FOREST LAND SURVEYOR

11/19/15
 DATE

APPROVED FOR RIGHT-OF-WAY PURPOSES:

FOREST ENGINEER

1/15/2016
 DATE

Surveyed & drawn by D. Craff, 10/15

J724

LEGEND:

— Reservation centerline, angle points not monumented.

- - - Edge of road reservation. (30' each side of described centerline).

◊ Found monument as noted on Certified Corner Record.

Rec. No. Reference to Certified Corner Recordation filed at Gallatin County Clerk and Recorder's Office with associated Latitude and Longitude measured Sept. 2015. Datum: NAD83(2011).
 Lat:
 Long:

BASIS OF BEARING:

Direction of lines are true mean geodetic bearings at project elevation and were determined by references to true meridians, established by Survey Grade GPS using a "Here" point.

EXHIBIT A
Road Reservation Exhibit
F.S. Road No. 6958 (Whiskey Creek Road)
NE¹/₄SE¹/₄ Sec. 33, T.13 S., R.5 E., P.M.MT,
Gallatin County, MT

U.S. DEPARTMENT OF AGRICULTURE
 CUSTER GALLATIN NATIONAL FOREST
 FOREST SERVICE, REGION 1

REVIEWED BY:

[Signature]
 FOREST LAND SURVEYOR

11/19/15
 DATE

APPROVED FOR RIGHT-OF-WAY PURPOSES:

[Signature]
 FOREST ENGINEER

1/15/2016
 DATE

Surveyed & drawn by D. Graff, 10/15

J724

PURPOSE OF SURVEY:

Identify the location of a road reservation by the United States of America for Forest Service Road No. 6958, Whiskey Creek Road, across the NE¹/₄SE¹/₄ section 33, T.13 S., R.5 E. The intent of this exhibit shall be construed to conform to the centerline of said road as it exists and is actually located on the ground. If subsequent surveys disclose a variance in the measured location of said road, all described locations are to be considered subordinate to the intent to convey interest in the actual ground location of said road.

METHOD OF SURVEY:

The reservation location survey was performed in September 2015, using Survey Grade Global Positioning System (GPS). Positions were kinematically collected along the road, section corners, and improvements tied.

Reservation:

The Forest Service Road No. 6958 reservation is a strip of land sixty (60) feet in width, thirty (30) feet either side of the centerline shown hereon. The reservation begins on the centerline Forest Service Road No. 1700 at a point from which the SE corner of sec. 33 bears S.1°06'E., 1,763.5' and ends on the N-S centerline of the SE¹/₄ of sec. 33.



TOTAL LENGTH: 1,301.1 feet
TOTAL AREA: 1.792 acres

1/4
 Found Rebar
 Rec. No. 53690
 Lat: 44°39'27.22"N.
 Long: 111°06'47.72"W

S33 S34

SW1/4 Sec. 34

C/L Forest Road No. 1700

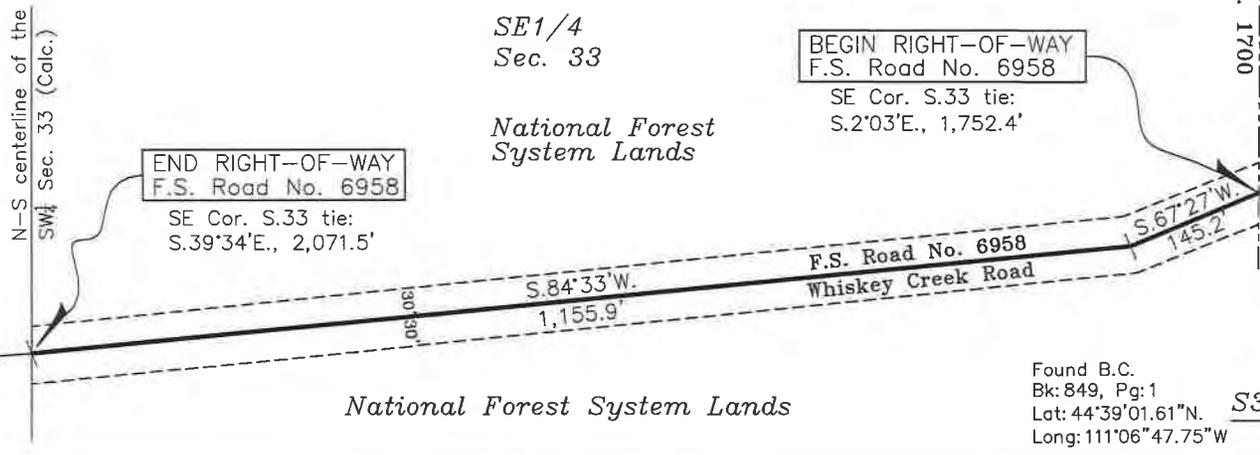
N.0°06'E., 2,594.3'

BASIS OF BEARING:

Direction of lines are true mean geodetic bearings at project elevation and were determined by references to true meridians, established by Survey Grade GPS using a "Here" point.

LEGEND:

- Reservation centerline, angle points not monumented.
- - - Edge of road reservation. (30' each side of described centerline).
- ◇ Found monument as noted on Certified Corner Record.
- Rec. No. Reference to Certified Corner Recordation filed at Gallatin County Clerk and Recorder's Office with associated Latitude and Longitude measured Sept. 2015.
- Lat: Datum: NAD83(2011).
- Long:



Found B.C.
 Bk: 849, Pg: 1
 Lat: 44°39'01.61"N.
 Long: 111°06'47.75"W

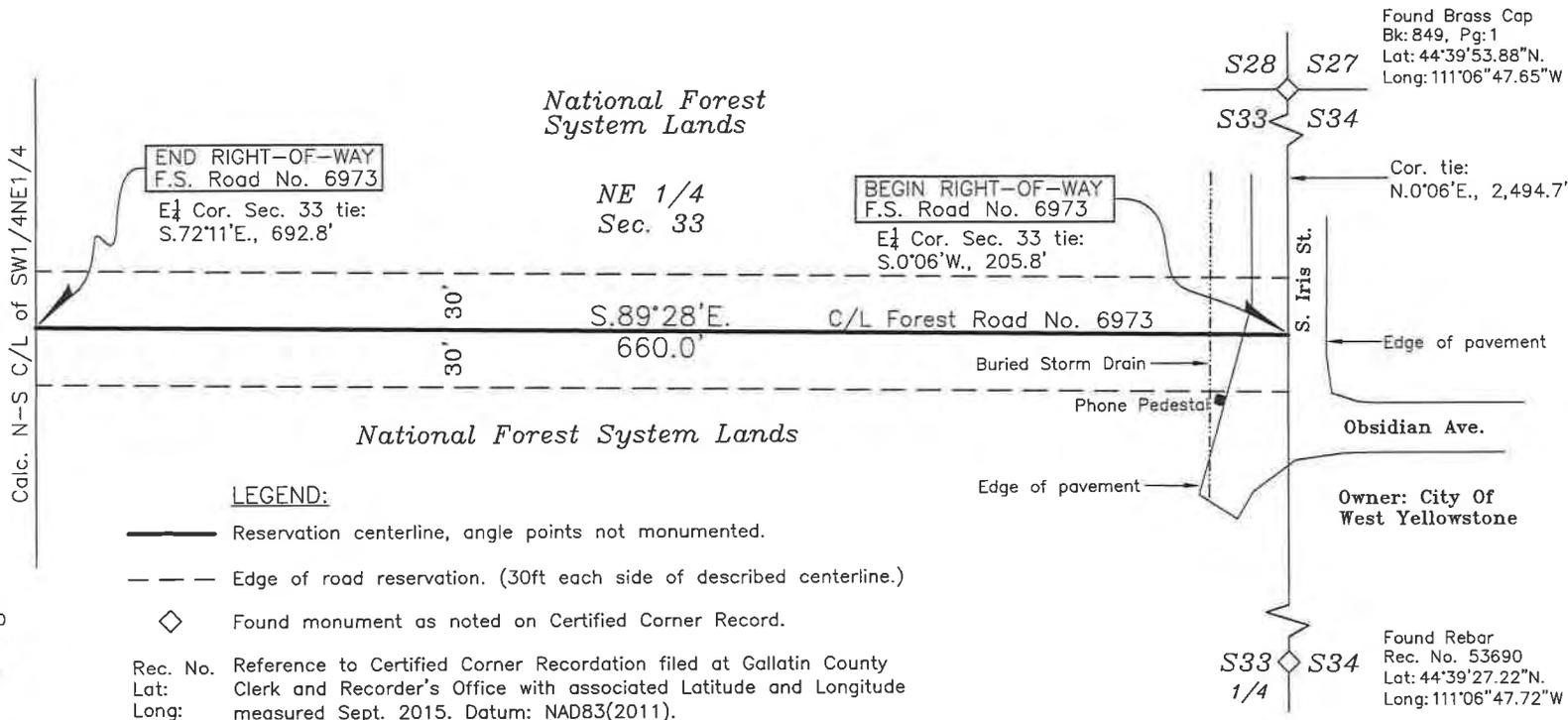
S33 S34
 S3

EXHIBIT A1

Road Reservation Exhibit

F.S. Road No. 6973 (Old Railroad Grade Road)

NE1/4 Sec. 33, T.13 S., R.5 E., P.M.MT, Gallatin County, MT



PURPOSE OF SURVEY:

Identify the location of a road reservation by the United States of America for Forest Service Road No. 4780 across the NE1/4 of section 33, T. 13 S., R. 5 E. The intent of this exhibit shall be construed to conform to the centerline of said road as it exists and is actually located on the ground. If subsequent surveys disclose a variance in the measured location of said road, all described locations are to be considered subordinate to the intent to convey interest in the actual ground location of said road.

METHOD OF SURVEY:

The reservation location survey was performed in September 2015, using Survey Grade Global Positioning System (GPS). Positions were kinematically collected along the road, section corners, and improvements tied.

Reservation:

The Forest Service Road No. 6973 reservation is a strip of land sixty (60) feet in width, thirty (30) feet either side of the centerline shown on this exhibit. The reservation begins on the section line between sections 33 & 34 and ends on the section line between Sections 33 & 34, T.13 S., R.5 E.

BASIS OF BEARING:

Direction of lines are true mean geodetic bearings at project elevation and were determined by references to true meridians, established by Survey Grade GPS using a "Here" point.

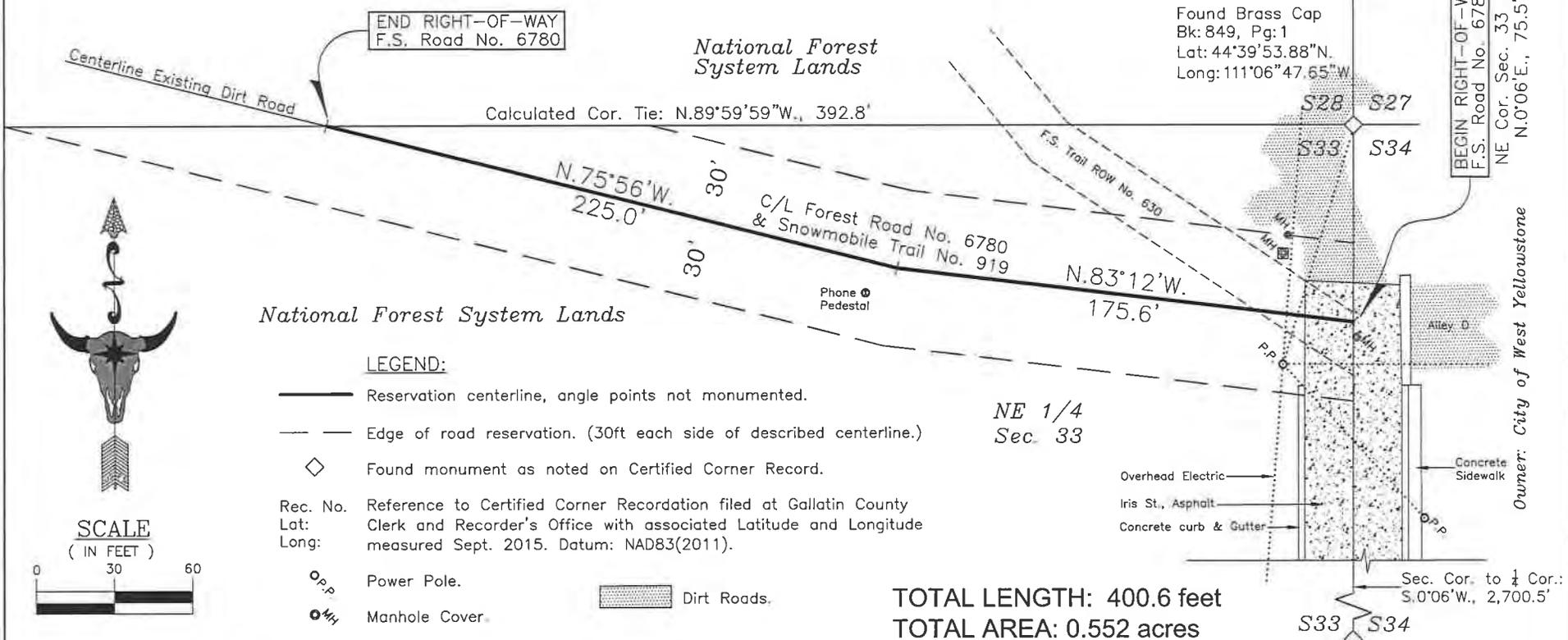
TOTAL LENGTH: 660.0 feet
TOTAL AREA: 0.910 acres

U.S. DEPARTMENT OF AGRICULTURE CUSTER GALLATIN NATIONAL FOREST FOREST SERVICE, REGION 1	
REVIEWED BY: 	11/19/15 DATE
FOREST LAND SURVEYOR	
APPROVED FOR RIGHT-OF-WAY PURPOSES:	
	1/15/2016 DATE
FOREST ENGINEER	
Surveyed & drawn by D. Graff, 10/15	
J724	

EXHIBIT A1

Road Reservation Exhibit

F.S. Road No. 6780 (Madison Arm K Road) & Snowmobile Trail No. 919
NE1/4 Sec. 33, T.13 S., R.5 E., P.M.MT, Gallatin County, MT



PURPOSE OF SURVEY:

Identify the location of a road reservation by the United States of America for Forest Service Road No. 478C (Madison Arm K Road) and Snowmobile Trail No. 919 across the NE1/4 of section 33, T. 13 S., R. 5 E. The intent of this exhibit shall be construed to conform to the centerline of said road as it exists and is actually located on the ground. If subsequent surveys disclose a variance in the measured location of said road, all described locations are to be considered subordinate to the intent to convey interest in the actual ground location of said road.

METHOD OF SURVEY:

The reservation location survey was performed in September 2015, using Survey Grade Global Positioning System (GPS). Positions were kinematically collected along the road, section corners, and improvements tied.

Reservation:

The Forest Service Road No. 6780 reservation is a strip of land sixty (60) feet in width, thirty (30) feet either side of the centerline shown on this exhibit. The reservation begins on the section line between sections 33 & 34 and ends on the section line between Sections 28 & 33, T.13 S., R.5 E.

BASIS OF BEARING:

Direction of lines are true mean geodetic bearings at project elevation and were determined by references to true meridians, established by Survey Grade GPS using a "Here" point.

**U.S. DEPARTMENT OF AGRICULTURE
CUSTER GALLATIN NATIONAL FOREST
FOREST SERVICE, REGION 1**

REVIEWED BY: D. G. K. 11/19/15
FOREST LAND SURVEYOR DATE

APPROVED FOR RIGHT-OF-WAY PURPOSES: [Signature] 1/15/2016
FOREST ENGINEER DATE

Surveyed & drawn by D. Graff, 10/15 J724

EXHIBIT A1

Road Reservation Exhibit

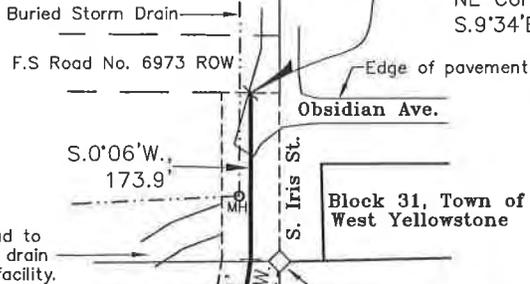
F.S. Road No. 1700 (South Plateau Road)

E1/2 Sec. 33, T.13 S., R.5 E., P.M.MT., Gallatin County, MT

Found Brass Cap
Bk: 849, Pg: 1
Lat: 44°39'53.88"N.
Long: 111°06'47.65"W

BEGIN RIGHT-OF-WAY
F.S. Road No. 6973
NE Cor. Sec. 33 tie:
S.9°34'E., 178.5'

NE 1/4
Sec. 33



F.S. gate with pay station & info. sign.

National Forest System Lands

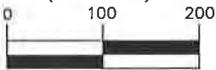
SE 1/4
Sec. 33

SW 1/4
Sec. 34

National Forest System Lands



SCALE
(IN FEET)



F.S. Road 6958 R-O-W
Whiskey Springs Road

N.90°00'W.

S₁₈ (Calc.)

END RIGHT-OF-WAY
F.S. Road No. 1700

SE Cor. Sec.33 tie:
S.1°39'E., 1,297.7'

S33 S34

Found Brass Cap
Bk: 849, Pg: 1
Lat: 44°39'04.61"N.
Long: 111°06'47.75"W

PURPOSE OF SURVEY:

Identify the location of a road reservation by the United States of America for Forest Service road No. 1700, South Plateau Road, across the east side of section 33, T.13 S., R.5 E. The intent of this exhibit shall be construed to conform to the centerline of said road as it exists and is actually located on the ground. If subsequent surveys disclose a variance in the measured location of said road, all described locations are to be considered subordinate to the intent to convey interest in the actual ground location of said road.

METHOD OF SURVEY:

The reservation location survey was performed in September 2015, using Survey grade Global Positioning System (GPS). Positions were kinematically collected along the road, section corners, and improvements tied.

Reservation:

The Forest Service Road No. 1700 reservation is a strip of land sixty (60) feet in width, thirty (30) feet either side of the centerline shown hereon. The reservation begins on the southerly ROW of Forest Service Road No.6973 at a point from which the East 1/4 corner of sec. 33 bears S.6°34'E., 178.5' and ends on the E-W centerline of the SE 1/4 of sec. 33.

BASIS OF BEARING:

Direction of lines are true mean geodetic bearings at project elevation and were determined by references to true meridians, established by Survey grade GPS using a "Here" point.

LEGEND:

- Reservation centerline, angle points not monumented.
- - - Edge of road reservation. (30' each side of described centerline)
- ◇ Found monument as noted on Certified Corner Record.
- Rec. No. Reference to Certified Corner Recordation filed at Gallatin County Clerk and Recorder's Office with associated Latitude and Longitude measured Sept. 2015. Datum: NAD83(2011).
- Long:
- MH○ Manhole Cover.

TOTAL LENGTH: 1,474.8 feet
TOTAL AREA: 2.031 acres

U.S. DEPARTMENT OF AGRICULTURE
CUSTER GALLATIN NATIONAL FOREST
FOREST SERVICE, REGION 1

REVIEWED BY:

[Signature]
FOREST LAND SURVEYOR

11/19/15
DATE

APPROVED FOR RIGHT-OF-WAY PURPOSES:

[Signature]
FOREST ENGINEER

1/15/2016
DATE

**REVISED
FEDERAL LAND STATUS REPORT**

**Proposed Direct Sale of National Forest System lands
To the
Town of West Yellowstone**

**PMM, T. 13 S., R. 5 E., Section 33,
E½NE¼NE¼, E½SE¼NE¼, and NE¼SE¼
Gallatin County, Montana**

**Hebgen Lake Ranger District
Custer Gallatin National Forest
Northern Region**

*Authority: Interior and Related Agencies Appropriations Act of 2004 (P.L. 108-108),
Section 333- Implementation of Gallatin Lands Consolidation Act*

Location:

The proposed sale to the Town of West Yellowstone includes the following federal lands on the Custer Gallatin National Forest:

Principal Meridian, Montana

Township 13 South, Range 5 East

Tract 1: Section 33, E½NE¼NE¼, E½SE¼NE¼, containing 40 acres more or less

Tract 2: Section 33, NE¼SE¼ containing 40 acres more or less

Total Federal land: 80 acres, more or less

Land Status:

Section 33, T.13 S., R.5 E., was reserved from the Public Domain on August 16, 1902 by Presidential Proclamation under the authority of the Creative Act of 1891 as part of the Madison Forest Reserve. Executive order 5760 of 1931 abolished the Madison National Forest and added the southeastern portion of it to the Gallatin National Forest.

Rights Previously Conveyed or Permitted by the United States:

1. **Recorded outstanding rights:**

None

2. **Existing public roads/other encumbrances not covered by recorded documents:**

None

3. Forest Roads and Trails:

Several Forest Service roads (some used as snowmobile trails in the winter) and trails are located on the federal lands proposed for conveyance (hereinafter “the Property”).

To ensure continued legal access to the National Forest System (NFS) lands located to the west, south and north of the Property after conveyance, the U.S. will reserve permanent easements in the patent(s) for the following existing system roads and trails (See **Attachment 1: Access Map -Reservations**):

- **South Plateau Road No. 1700**
- **Madison Arm K Road No. 6780 (Snowmobile Trail No. 919)**
- **Old Rail Road Grade Road No. 6973**
- **Old Rail Road Grade Road No. 6973B (Snowmobile Trail No. 920)**
- **Whiskey Creek Road No. 6958**
- **Frontier Trail No. 630**

The reservations for Whiskey Creek Road No.6958 and Old Rail Road No. 6973 include a clause allowing relocation of these routes in the future, as agreeable to the patentee, its successors and assigns and the Forest Service.

4. Forest Service Special Use Permits:

See **Attachment 2: Summary of Special Use Permits and Utility Permit Map**

All Forest Service special use permits will be terminated or amended upon conveyance of the Property to the Town.

The west half of Iris Street currently lies on the NFS lands identified for conveyance. The Forest Service has issued a special use permit to the Town of West Yellowstone for the west half of Iris Street. When the conveyance is completed, the permit will no longer be needed and will terminate, Iris Street will be fully located on Town of West Yellowstone property.

The special use permit issued to Ride Solutions, for a tire testing facility, will be amended prior to the sale of the Property to relocate the operations onto adjacent NFS lands.

5. Livestock Grazing permits:

None

6. Unpatented Mining Claims:

None – Per BLM report

7. **Oil and Gas Leases:**

None – Per BLM report

8. **Minerals:**

Mineral rights are vested in the U.S. and will be conveyed with the surface ownership in the deed(s).

9. **Known Geothermal Resource Area (KGRA):**

The Property is not within a KGRA and there are no known warm springs or wells on the Property. The potential for occurrence and development of geothermal resources is low.

10. **Water Rights:**

There are no water rights or water right claims on the Property.

11. **Withdrawals:**

None, the Property is not within a Withdrawal area.

12. **Agreements (including Cost-Share)/Memorandums of Understanding:**

None

13. **Legal Access:**

Legal access to the Property is provided by existing streets and alleys under jurisdiction of the Town of West Yellowstone and by Forest Service system roads and trails.

Other Outstanding Rights:

None

Rights to be Reserved by the United States:

Physical and legal road access to the National Forest system lands that are adjacent to the Property (west, north, and south sides) is currently provided by existing U.S. Highway 20, by Iris Street (Town of West Yellowstone), and by several Forest Service roads and trails.

Highway 20 and Iris Street will remain in place following conveyance of the Property to the Town. The U.S. will reserve permanent easements in the deed(s) for the Forest Service roads and trails listed above under **3. Forest Roads and Trails.**

ENCLOSURES:

Attachment 1: Access Map

Attachment 2: Summary of Special Use Permits and Utility Permit Map

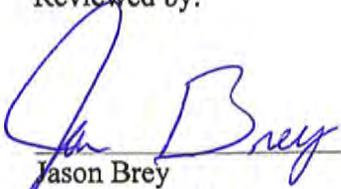
Prepared by:



Anna Callahan
Realty Specialist
Region 1, East Side Lands Zone

9/22/2015
Date

Reviewed by:



Jason Brey
District Ranger
Hebgen Lake Ranger District
Custer Gallatin National Forest

9/22/15
Date

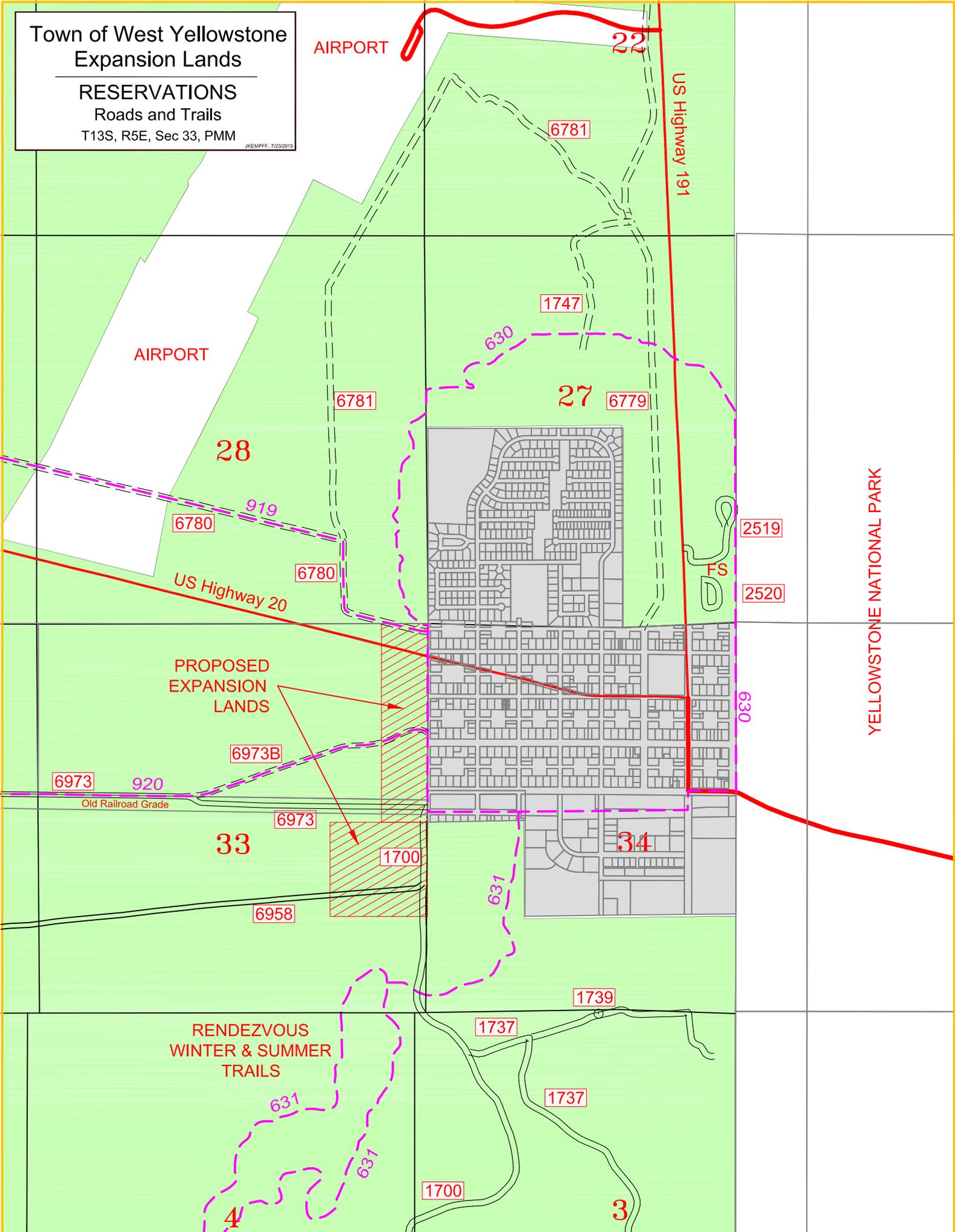
Town of West Yellowstone
Expansion Lands

RESERVATIONS

Roads and Trails

T13S, R5E, Sec 33, PMM

J.KEMPF, 7/23/2015



SUMMARY OF SPECIAL USE PERMITS

Town of West Yellowstone Special Use Permits

HEB006001: Iris Street Private Road Special Use Permit:

- A right-of-way (ROW) 0.49 miles in length and 30 feet in width, containing approximately 1.78 acres, used as a city street and road access to Forest Service System lands.
- Commonly known as Iris Street, permitted portion is the west half (approximately from centerline) and the entire length of Iris Street.
- Area is completely within 80 acres.
- This permit will terminate completely

HEB170005A: Liquid Waste Disposal Area Special Use Permit:

- Storm drain detention facility: Storm drain seepage ditch, 140 feet x 4450 feet, containing 14.30 acres. Approximately half of the storm drain detention facility is within the 80 acres.
- Storm drain: 10 feet x 2590 feet, containing .59 acres. Buried pipes and outlet structure and 9 concrete manholes. Most (perhaps all—depending on exact survey) of the storm drain is within the 80 acres.
- Snow storage area: 176 feet x 600 feet, containing 2.42 acres. Jack-leg fence and caution/regulatory signs. Area is completely within 80 acres.
- This permit will be amended to revoke/terminate the uses within the 80 acre sale area.

HEB170001: Sewage Transmission Line Special Use Permit:

- Storm drain detention facility: 200 feet x 430 feet, containing 1.974 acres. Inlet pipe, inlet pad, detention pond, outflow pipe, outlet overflow structure and three overflow storage ditches. Off 80 acres.
- Forced main sewer line: 10 feet ROW x 7906 feet, containing 1.81 acre. Cleanout facility and pipe. Less than half is within 80 acres.
- Sewage Interceptor line: 15 feet ROW x 1750 feet, containing 0.60 acres and 10 feet ROW x 1740 feet, containing .40 acres. Pipes and 11 manholes. Approximately half on 80 acres.
- Lift station, wet well and fuel storage area: 61 feet x 45 feet, containing .48 acres. Completely on 80 acres.
- Snow storage area: Two areas west of Iris Street: 600 feet x 400 feet, containing 5.5 acres and 50 feet x 250 feet, containing less than an acre. Completely on 80 acres.
- This permit will be amended to revoke/terminate the uses within the 80 acre sale area.

HEB170007: Water Transmission Pipeline:

- 5.86 acres
- Spring development and collection piping with ROW
- Concrete reservoir with ROW
- 4.5 miles of transmission pipeline with ROW
- Accessed by Whiskey Creek Road
- Small portion on 80 acres.
- This permit will be amended to revoke/terminate the uses within the 80 acre sale area.

Other Permits Within Sale Area

Recreation Events:

HEB181004: West Yellowstone Chamber of Commerce:

- Snowmobile EXPO (within 80 acre sale area) typically held annually in February or March, annually.
- Smoking Waters Mountain Man Rendezvous (adjacent to Old Airport—not within sale area) typically held annually in August.

HEB181002A: Klondike Dreams Sled Dog Races:

- Two sled dog races start and end on/cross through 80 acre sale area. Typically held annually in December and January. Expires 2017.

HEB181008: Vacation Races:

- Half-marathon starts/ends on 80 acres. Will be held in June; 2014 is the first year—event may or may not be approved in the future.

Experimental and Demonstration:

HEB421000:– Ride Solutions:

- Winter tire testing. Permitted annually November 15 through April 15. A portion of the testing area is within the 80 acre sale area; the District Ranger is willing to shift the track to the west (or develop another option) to relocate the track onto Forest Service System lands.

Power lines:

HEB001803: Fall River:

- Above-ground and buried power lines. Approximate location of power lines are shown on the utility map. Facilities include: four poles w/above-ground lines north of US Hwy 20; 3 junction boxes and buried power lines from the lift station south along Iris Street, buried power lines to the chlorine building and biathlon range and 1 power pole with overhead lines heading east across Iris Street between Madison and Yellowstone Avenues.

Telephone lines:

GAL821001: Qwest telephone lines:

- Buried phone lines. There are two above-ground Qwest phone connection boxes, one north of the lift station and one next to the electrical junction box north of Forest Service Road No. 478AB. (Shown on map.)

HWY 20

FS Rd 2915A & Snomo Tr 315

SPECIAL USE PERMITS
Qwest and Fall River Permits

Legend

- Qwest (telephone line)
- Telephone riser
- Fall River (power line)
- Transformers and jct. boxes
- Pole
- Proposed sale boundary
- Roads and streets

Qwest GAL 000104 & 105

Fall River HEB 001803 overhead line

Gibbon

Lift Sta.

Qwest GAL 000104 & 105

Firehole

Fall River HEB 001803 Expo service buried lines

Iris St. (1/2 City / 1/2 USFS)

Madison

FS Rd 478AB & Snomo Tr 323

Fall River HEB 001803 Chlorine bldg. svc. buried lines

Chlorine Bldg

Fall River HEB 001803

Yellowstone

Obsidian

FS Rd 478A

Fall River HEB 001803 Biathlon range svc. buried lines

FS Rd 1700

Whiskey Spgs FS Rd 6958



Date: Feb. 4, 2016

Application to Maintain an Encroachment

Applicant: WILD BILL PRODUCTIONS

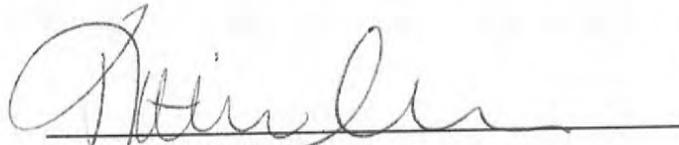
Mailing Address: P O Box 2092 West Yellowstone MT 59758

Phone: 406-640-0725

1. Legal Description: City Park (Pioneer Park)

2. It is Wild Bill Production's desire to hang banners prior to the event at the City Park effective Feb. 17th-March 15, 2016

The banners will be approximat size of 3'X10' a total of four banners with artist information and event dates. (Please See Attached)



Signature of Applicant

2/4/16

Date

During the 2016 West Yellowstone Snowmobile Expo

WILD BILL

OCTANE

Gates Open 5:30pm nightly!

Friday
March 11



NIGHTS

Shows Start 6pm nightly!

Saturday
March 12



CHRIS JANSON



CLARE DUNN

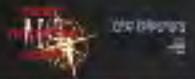
OCTANE ADDITIONS
X: 52 in
Y: 32 in

X-Games
Freestyle
Riders



SAWYERBROWN

For Tickets: universe.com/wildbilloctanenights
For More Info Like Our Facebook Page!



Town of West Yellowstone

Boards & Committee Appointments

Airport Advisory Board

Bill Howell
Glen Loomis
Doug Schmier
Mike Polkowske
Tom Cherhoniak

Cemetery Board of Trustees

Mayor
Ken Davis
Spring Binfet
Rocky Hermanson
Vacancy

CDBG/Revolving Loan Fund

Town Manager
Finance Director- Lanie Gospodarek
Kyle Goltz-Business Rep
Maggie Anderson-FSB
Vacancy-YBB
Vacancy-TC

Clothing Bank Ad Hoc Committee

Corinne Fagerburg
Doug Buskirk
Grace McCoy
Brian McCoy
Doc Stewart
Bob Everest
Kathi Arnado (Employee)
Salle Engelhardt
Jerry Johnson (Council)

Downtown Improvement

Cole Parker (Council)
Tom Cherhoniak
Kristy Coffin
Betty Richey
Kellie Sanders
Kim Howell
Don Perry

Healthcare Services Board

Kyle Goltz
Jessie Wittmer
Cole Parker (Council)
Jennifer Jordan
Norma Salinas

Library Board of Trustees

Yessika Vega
SJ Shepherd
Rocky Hermanson
Patrick Brennan
Lacey Trowbridge
Bruce McPherson, Librarian

MAP Advisory Board

Jerry Johnson, (Chair & Council)
Gloria Evans
Marysue Costello
Kay Matthews
Barbara Klesel
Kim Howell
John Greve

Parks & Rec Advisory Board

Greg Forsythe (Council)
Jennifer Jordan
Liz Watt
Moir Dow
Vacancy

Planning

Doc Stewart (Council)
Cole Parker (Gall Co. Appt)
Public Services Supt (Employee)
Bill Howell (in-town)
Tim Daley (in-town)
Kim Howell (out of town)
Chipper Smith (out of town)

Police Commission

Doc DeTonancour
Bill Howell
Charles Gibson

Sign Review & Appeals Board

Doc Stewart
Randy Roberson
Jason Howell
Jeremy Roberson
Cole Parker (Council)

Snow Arbitration Board

Brad Schmier, (Council)
Tim Whitman
Chris Kahur
6 Vacancies
Public Services Supt. (ex-officio)

TBID Board of Directors

Jeff Schoenhard
Jerry Johnson
Alicia Thompson
Jeremy Roberson
John Stallings
Brock Kelley
Michael Lundberg

911 Advisory Board

Gallatin County Sheriff Representative
WY Police Representative
Town Manager
YNP Representative
USFS Representative
MT Highway Patrol
Hebgen Basin Fire Representative
MDOT Representative
MT FWP Representative
WY Trail Groomers Representative
Non law enforcement user (wrecker serv)
John Costello (Town Council)
Brenda Martin (General Public/911 Super)

OTHER BOARDS

Gallatin County Regional Parks Bd

Pierre Martineau

Solid Waste District Board

James Patterson, Public Services Supt.

GC Criminal Justice Coor Council

Greg Forsythe-through 6/30/15

RESOLUTION NO. 074

RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA SHORT TERM INVESTMENT POOL (STIP) AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO

BE IT RESOLVED BY THE Town Council (the Governing Body) of Town of West Yellowstone (the Participant) AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 1.01 The following terms will have the meanings indicated below for all purposes of this Resolution unless the context clearly requires otherwise:

Section 1.02 Account shall mean a specific Participant Bank account assigned by the Bank to be used in conducting transactions through the STIP Program.

Section 1.03 Agreement shall mean the agreements of the Participant as contained within this Resolution.

Section 1.04 Authorized Representative shall mean the officer or official of the Participant designated and duly authorized by the Governing Body as set forth below to enable the Participant's participation in the STIP Program.

Section 1.05 Authorized Delegate shall mean any lawful officer, official or employee of the Participant who has been delegated authority by the Authorized Representative as provided in this Resolution to initiate transactions using the Board's STIP Program.

Section 1.06 Bank shall mean a financial institution designated and authorized as provided in this Resolution to send and receive money on behalf of the Participant for purposes of participation in the STIP Program.

Section 1.07 Board shall mean the Board of Investments of the State of Montana, a public body corporate organized and existing under the laws of the State and its successors and assigns.

Section 1.08 Exhibit A (STIP Participation Information Sheet) shall mean the document attached to and incorporated into this Resolution as provided in Article IV, Section 4.01. that provides information necessary for the Participant to participate in STIP.

Section 1.09 Exhibit B (Electronic Funds Transfer Authorization Form) shall mean the document attached to and incorporated into this Resolution as provided in Article IV, Section 4.01 that provides instructions for the Board and its agents to administer and manage the Participant's participation, transactions and shares in the STIP Program.

Section 1.10 Governing Body shall mean the governing body of the above-named political subdivision (Participant) authorized by Montana state law to participate in the STIP Program as further specified in this Resolution.

Section 1.11 Participant shall mean the political subdivision requesting participation in the Board's Short Term Investment Pool.

Section 1.12 Short Term Investment Pool, STIP, or Program shall mean the Board's Short Term Investment Pool Program as authorized by law and as more fully defined and described in the Board's policies and procedures, as may be amended from time to time.

ARTICLE II

SHORT TERM INVESTMENT POOL PARTICIPATION AGREEMENT

Section 2.01 Participation Agreement. By approving and adopting this Resolution and Exhibits A and B, the Governing Body requests and agrees to participation of Participant in the STIP Program, and agrees that Participant will comply with and be bound by all laws, policies, procedures and participation requirements applicable to the STIP Program, as may be amended from time to time.

Section 2.02 STIP Program Description. The STIP Program is an investment program administered under the direction of the Montana Board of Investments as authorized by the Unified Investment Program. As more fully set forth in Board policies and procedures, STIP is available to state and local governments to serve their short term cash flow and deposit needs and its objectives are to preserve capital and to maintain high liquidity. The Program has the following attributes, as more fully set forth in applicable Board policies, procedures and participation requirements, which are subject to change upon the sole determination of the Board:

- 1) STIP transactions are fixed at \$1 per share;
- 2) STIP interest on pool assets accrues daily;
- 3) STIP earnings distribution method: Interest is distributed at the beginning of the month and can be distributed as cash to the designated Bank or the earnings can be reinvested into STIP;
- 4) Buying or selling shares in STIP requires one (1) business days' notice; transactions for which notice is received after 2:00 p.m. will be processed two (2) business days after receipt of the original notice;
- 5) Access to STIP is only through an electronic, web-based portal; no cash, checks or notifications by fax, phone or email will be accepted;
- 6) STIP's web portal provides real-time information on each account including: investment balances, buys, sells, pending transactions, and transaction notes, as determined by the authorized user; and
- 7) The Board accounts and reports on its financial statement STIP investment on a Net Asset Value (NAV) basis. A NAV per share of a STIP unit will be shown on the Board's website for each month-end period <http://investmentmt.com/MonthlyNetAssetValue>.

Section 2.03 Review of Policies, Procedures and Participation Requirements. Participant acknowledges and represents that it has reviewed to its satisfaction all Board policies, procedures and participation requirements applicable to the STIP Program. <http://investmentmt.com/STIP>

Section 2.04 Authorized Representative: The Governing Body designates Lanie Gospodarek, who holds the position of Finance Director as the Participant's Authorized Representative to make transactions between STIP and the Bank.

The Governing Body: (check one) DOES DOES NOT allow the Authorized Representative to appoint and delete additional Authorized Delegate(s) on behalf of the Participant. If "DOES" is checked, any addition or deletion of an Authorized Delegate requires notice via the submission of a completed Exhibit A (STIP Participation Information Sheet) to the Board by the Authorized Representative before transactions will be accepted and processed as directed by the Authorized Delegate.

The Governing Body designates and authorizes Participant's Bank, (the Bank), identified in Exhibit B attached, designating the Account Number and ABA Number to send or transfer funds to the State Treasurer for purchase of STIP shares and to deposit distributions of and withdraw proceeds resulting from sales of STIP shares in the Bank's Account identified in Exhibit B attached which is a (check one) checking account savings account .

The Governing Body: (check one) DOES [] DOES NOT [] allow the Authorized Representative to change either the Bank or the Account; if 'DOES' is checked, the Board will notify both the office of the Authorized Representative AND the office of the Governing Body within three (3) business days that such a change has been made.

The Governing Body: (check one) DOES [] DOES NOT [] allow the Authorized Representative to change the earnings distribution method; if DOES NOT is checked, the Governing Body chooses the following earnings distribution method (check one) reinvest cash earnings into STIP [] distribute cash earnings to the Bank [].

Section 2.05 Change of Authorized Representative. Any change to the Authorized Representative requires a new Resolution adopted by the Governing Body; however the absence of an Authorized Representative does not nullify the authority of the Authorized Delegate(s) then in effect and so authorized to make STIP transactions.

Section 2.06 Annual Confirmation. The Board will provide on an annual basis to both the Governing Body and the Authorized Representative the following information as appears on the Board's records:

1. The name of the Authorized Representative;
2. The name(s) of any Authorized Delegate(s); and
3. The name of the Bank and the associated Account Number (truncated).

Section 2.07 Effective Date. Participant's Agreement as set forth in this Resolution will take effect when the Certificate as to Resolution and Adopting Vote, this Resolution and Exhibits A and B, each completed, dated and duly executed, are delivered to and received by the Board and will stay in effect until terminated in writing by the Governing Body.

ARTICLE III

MISCELLANEOUS

Section 3.01 No Guaranteed Return. The Governing Body understands and agrees that there is no minimum or maximum amount of interest rate or any guaranteed rate of return on STIP shares or funds invested in STIP shares.

Section 3.02 Voluntary Participation. By adopting this Resolution, the Governing Body acknowledges that it is not compelled to participate in STIP, and that its participation in STIP is voluntary, and accepts and agrees to the Program, its administration and governance, and its policies, procedures and participation requirements as set forth by law and the Board.

Section 3.03 Responsibility for Participant Mistakes. The Governing Body and Participant agree to hold the State of Montana, the Board, and their members, officials and employees harmless for the acts, omissions and mistakes of the Participant, Governing Body and their members, officials and employees, including but not limited to: Authorized Representative or Authorized Delegate who, for any reason, is not qualified or properly listed with the Board as a permissible representative to authorize transactions using the STIP Program; wrong instructions as to amounts or timing of sales or purchases; or missed deadlines.

Section 3.04 No Warranty. The Governing Body and Participant acknowledge and agree that the Board makes no warranty that funds will be immediately available in the event of any failure of a third party or that Governing Body will not suffer losses due to acts of God, or other calamities, or other market dislocations or interruptions.

Section 3.05 Participation Conditions; STIP Administration. The Governing Body and Participant acknowledge and agree that the Board will allow participation in STIP by and conduct STIP business

with only those parties it determines are qualified and authorized to participate in the Program and which abide by the Board's policies, procedures and participation requirements; that the Board administers the STIP Program subject to Montana law and prudent fiduciary practices as required by Montana law and Board policy; and that the Board is legally bound to manage the Unified Investment Program, which includes STIP, in accordance with the prudent expert rule as set forth in Montana law.

Section 3.06 STIP Not Insured Against Loss. The Governing Body and Participant understand and acknowledge that the Board's STIP Program is NOT FDIC insured or otherwise insured or guaranteed by the federal government, the State of Montana, the Board or any other entity against investment losses. The Governing Body and Participant further understand and acknowledge that the Board's STIP policy requires maintenance of a reserve fund to offset possible losses and that STIP interest earnings may be used to fund this reserve before the net earnings are distributed to the STIP Participants, but that such reserves may not be adequate to cover investment losses.

ARTICLE IV

EXHIBITS A AND B

Section 4.01 Approval and Adoption of Exhibits A and B. Attached to this Resolution as Exhibits A and B, are the STIP Participation Information Sheet, and the Electronic Funds Transfer Authorization Form, which together provide the instructions and the details required by the Board to enable Participant's participation in the STIP Program. The Governing Body and Participant represent and agree that the attached Exhibits A and B have been completed and executed by the Participant's Authorized Representative and that Exhibits A and B must be complete and acceptable to the Board before participation will be allowed in the STIP Program. Exhibits A and B are hereby incorporated into and made a part of this Resolution, and are approved and adopted by the Governing Body as if set forth fully herein.

APPROVED AND ADOPTED by the _____ this _____ day
of _____, 20____.

By _____
Its _____

Attest:

By _____
Its _____

RESOLUTION AUTHORIZING PARTICIPATION IN THE SHORT TERM INVESTMENT POOL (STIP)
MONTANA BOARD OF INVESTMENTS

CERTIFICATE AS TO
RESOLUTION NO. 674 AND ADOPTING VOTE

Political Subdivision: Town of West Yellowstone
Governing Body: Town Council

Type, date, time and place of meeting: A _____ meeting held on _____
at _____ o'clock ____ .m. in _____, Montana.

Members present:

Members absent:

I, the undersigned, being the duly qualified and acting recording officer of the political subdivision identified above ("Participant"), certify that the attached RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA SHORT TERM INVESTMENT POOL AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO ("Resolution") and Exhibits A and B thereto are true and correct copies of the Resolution and Exhibits A and B on file in the original records of the Participant and in my legal custody; that the Resolution and Exhibits A and B were duly approved and adopted by the Governing Body of the Participant at the above described meeting, which meeting was attended throughout by the members indicated above, constituting a quorum of the Governing Body, pursuant to public notice of such meeting as required by law; and that the Resolution and Exhibits A and B have not as of the date hereof been amended or repealed.

WITNESS my hand officially as such recording officer this ____ day of _____, 20____.

By _____
Its _____

Exhibit A

STIP PARTICIPATION INFORMATION SHEET

STIP Program Manager
 Montana Board of Investments
 boi_stip@mt.gov
 PO Box 200126 Helena, MT 59620-0126
 Phone 406.444.0003 Fax 406.444.4268

For Official Use Only

STIP DATA
 INVEST TA
 ACCT ID

Requests must be submitted by Authorized Representative of the Participant.

The STIP Participant listed below hereby agrees to participate in the STIP Program as established under Section 17-6-204, MCA., and the terms and conditions of STIP operations as determined and set by the Montana Board of Investments and warrants as follows:

Section 1. STIP Participant Information Summary

STIP Participant Name →	Town of West Yellowstone			Tax Identification Number (TIN) →	81-0299400		
Mailing Address →	PO Box 1570	City →	W. Yellowstone	State →	MT	Zip →	59758
STIP Account # → <i>(For official use only)</i>	CI WYELL 97						
Authorized Representative Name, First →	Lanie	Name, Last →	Gospodarek	Title →	Finance Director		
Telephone Number →	406-646-7795	Fax Number →	406-646-7511	E-mail →	lgospodarek@townofwestyellowstone.com		

Section 2. Investment and Earnings Information

The STIP Participant has the option to either reinvest their earnings or distribute earnings.

Check one box only.

Reinvest Earnings

Distribute Earnings

Section 3. Authorized Delegates

The Authorized Delegate(s) whose name(s) appears below is (are) authorized to purchase and sell shares in STIP for the Participant. The Authorized Representative must be included if he/she is authorized to purchase and sell shares in STIP for the Participant.

Name, First →	Daniel	Name, Last →	Sabolsky	E-Mail →	dsabolsky@townofwestyellowstone.com	
Name, First →	Lanie	Name, Last →	Gospodarek	E-Mail →	lgospodarek@townofwestyellowstone.com	
Name, First →		Name, Last →		E-Mail →		

I hereby certify as the Authorized Representative of the STIP Participant that all of the information contained herein is true, accurate and complete as of the date hereof.

Signature →	<i>L. Gospodarek</i>	Date →	2/10/2016
Printed Name →	Lanie Gospodarek	Title →	Finance Director

Exhibit B

ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM

STIP Program Manager
 Montana Board of Investments
 boi_stip@mt.gov
 PO Box 200126 Helena, MT 59620-0126
 Phone 406.444.0003 Fax 406.444.4268

Local Government Name: Town of West Yellowstone

STIP Account #: CI WYELL 97
 (For official use only)

I, the undersigned, a duly Authorized Representative of the local governing board, hereby authorize the Montana Board of Investments to initiate electronic debit and/or credit to the following account. The Authorized Representative acknowledges the origination of ACH transactions to the listed account complies with the provisions of U.S. law.

Any sale, purchase, or distribution of funds will be made by Electronic Funds Transfer or wire debiting or crediting the appropriate treasury or shareholder bank account. Please specify the local government depository.

Check one transaction type only.

Checking Account

Savings Account

Name of Bank ⇒ First Security Bank Routing/ABA No ⇒ 092900013

Address ⇒ P.O. Box 910

City ⇒ West Yellowstone State ⇒ MT Zip ⇒ 59758

Account Number ⇒ 60722892

I hereby certify as the Authorized Representative of the STIP Participant that all of the information contained herein is true, accurate and complete as of the date hereof.

Signature ⇒ L. Gospodarek

Date ⇒ 2/10/2014

Printed Name ⇒ Lanie Gospodarek

Title ⇒ Finance Director

Please notify the Montana Board of Investments if you have applied a filter or a block to your account.

SPECIAL EVENT PERMIT APPLICATION

Town of West Yellowstone
Gallatin County, Montana

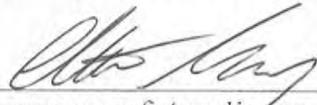
Event: Yellowstone Special Sled Dog Race
 Sponsor Organization: West Yellowstone Sled Dog Races
 Sponsor Address: PO Box 1374 West Yellowstone
 Contact Person: Charlotte Mooney
 Contact Phone: 646-4988 Fax: _____
 E-mail Address: info@klondikedreams.com
 Date(s) of Event: March 1 thru March 4
 Location of Event: Iris St/Old Airport, North Dunraven, & South Electric

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

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

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

2-1-16
paid
\$25


 Signature of Applicant
 1-28-16
 Date

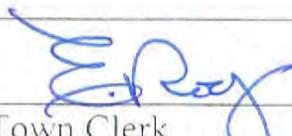
FOR OFFICE USE ONLY

Department	Initials	Date	Comments
Pub Services	<i>MS</i>	2/2/16	I have talked with Charlotte and made a plan for parking. All Road closures need to keep ability for Emergency vehicles
Fire	SB	2/11/16	
Police	SN	2/12/16	
Administration	DS	2/12/16	

Notes/Conditions: _____

Approved

Denied


 Town Clerk
 2-12-16
 Date

SPECIAL EVENT PERMIT APPLICATION

Town of West Yellowstone
Gallatin County, Montana

Event Details

Use this sheet to describe your event in detail including location, routes, directions, show tents, canopies, fencing, cars, security, toilets, seating, stage, etc. and any special accommodations you are requesting from the Town. Please also address parking, trash collection and disposal, expected number of participants and spectators, signs, and amplified sound (if applicable). Public drinking and public display of alcoholic beverages must conform with Section 9.12.020 of the West Yellowstone Municipal Code. The public place where the event will be held must be specifically exempted by resolution of the Town Council before alcoholic beverages may be allowed. Please attach a separate letter addressed to the West Yellowstone Town Council to make this request. If anything will be sold at the event, an Exposition Business License must also be obtained. Please describe any sale activity below and attach the Exposition Business License application.

4 day sled dog race starting in a different location each day

Day 1 - Tuesday, March 1st - 7 am to 1 pm

Start on S. Electric

Expected Spectators = 100

Day 2 - Wednesday, March 2nd - 7 am to 2 pm

Start on N. Dunraven Street

Expected Spectators = 100

Day 3 - Thursday, March 3rd - 7 am to 2 pm

Start on S. Iris Street

Expected Spectators = 100

Day 4 - Friday, March 4th - Start at Fall River Storage Shed &

Power Substation on North Flat

No City Permit Needed

See attached maps for parking, toilet, & trash can placement.

would like to request police officer presence from approximately 8:30 to 9:30 am at start area on Days 1, 2, & 3 for traffic control.

would like to request public works to widen parking areas with plowing/blowing.

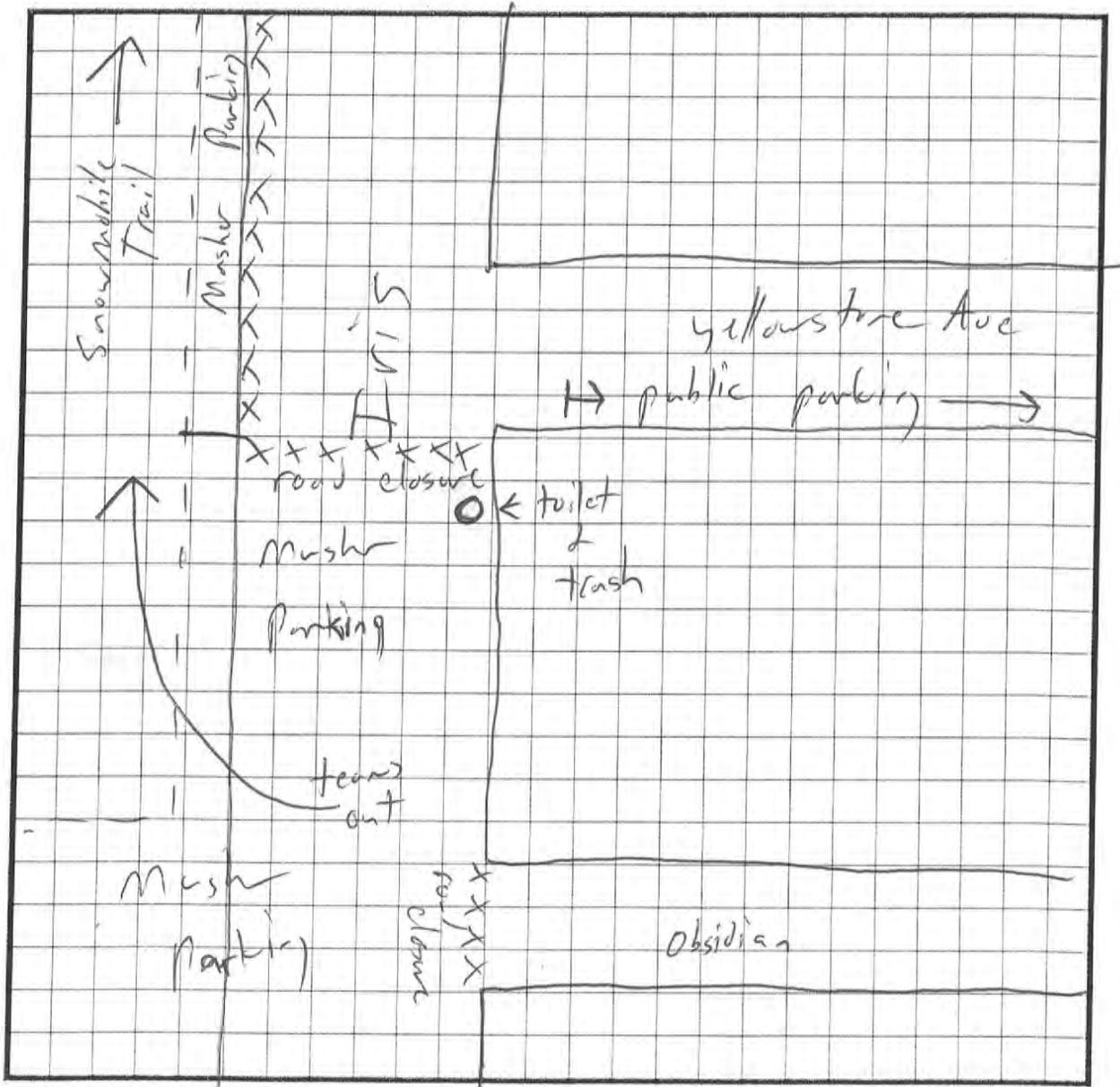
SPECIAL EVENT PERMIT APPLICATION

Town of West Yellowstone

Gallatin County, Montana

Site Plan

Event: Yellowstone Special - Day 3 - Thursday, March 3
South Iris Street Start



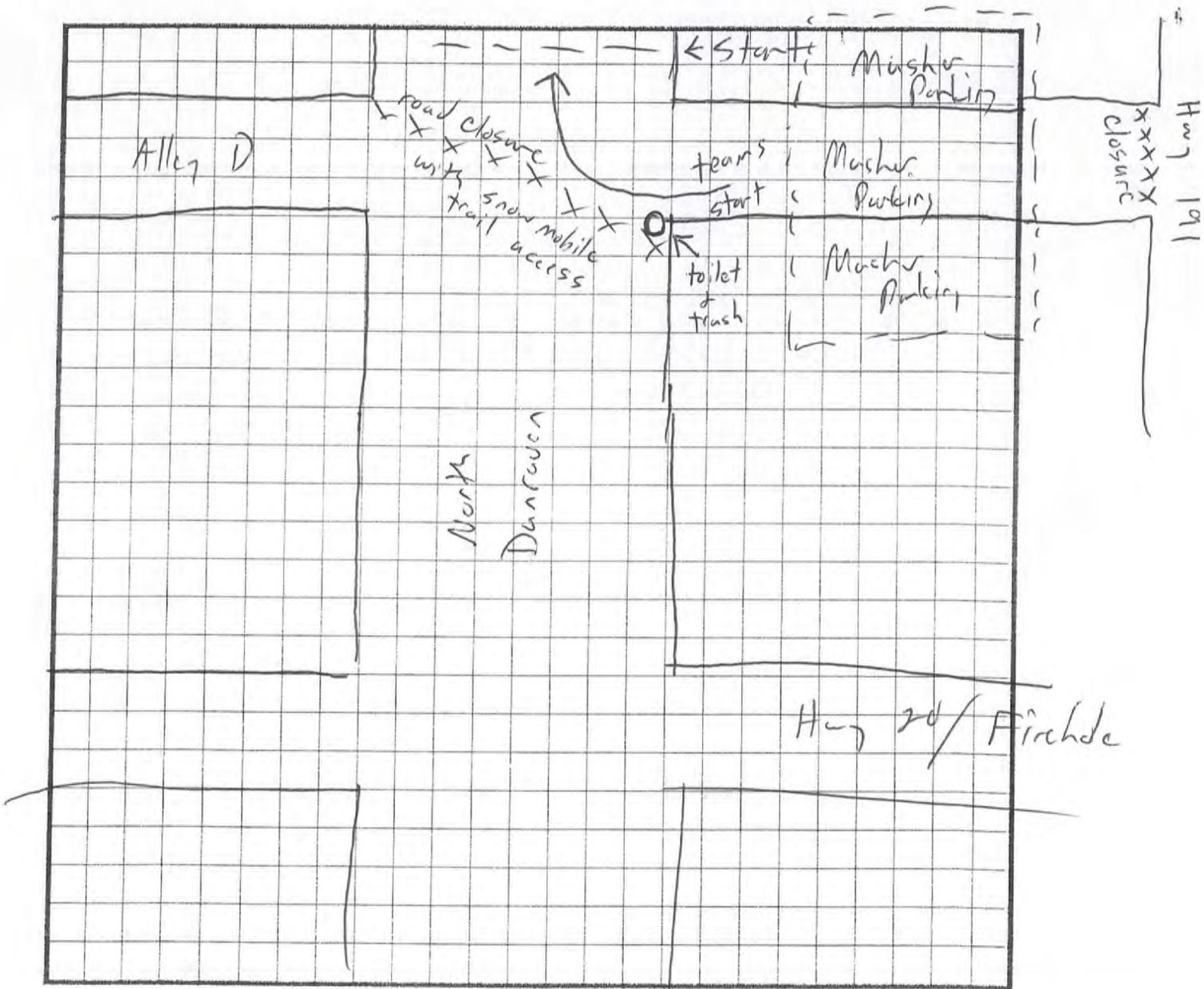
Please indicate direction

SPECIAL EVENT PERMIT APPLICATION

Town of West Yellowstone
Gallatin County, Montana

Site Plan

Event: Yellowstone Special - Day 2 - Wednesday, March 2nd
North Dunraven start



Please indicate direction



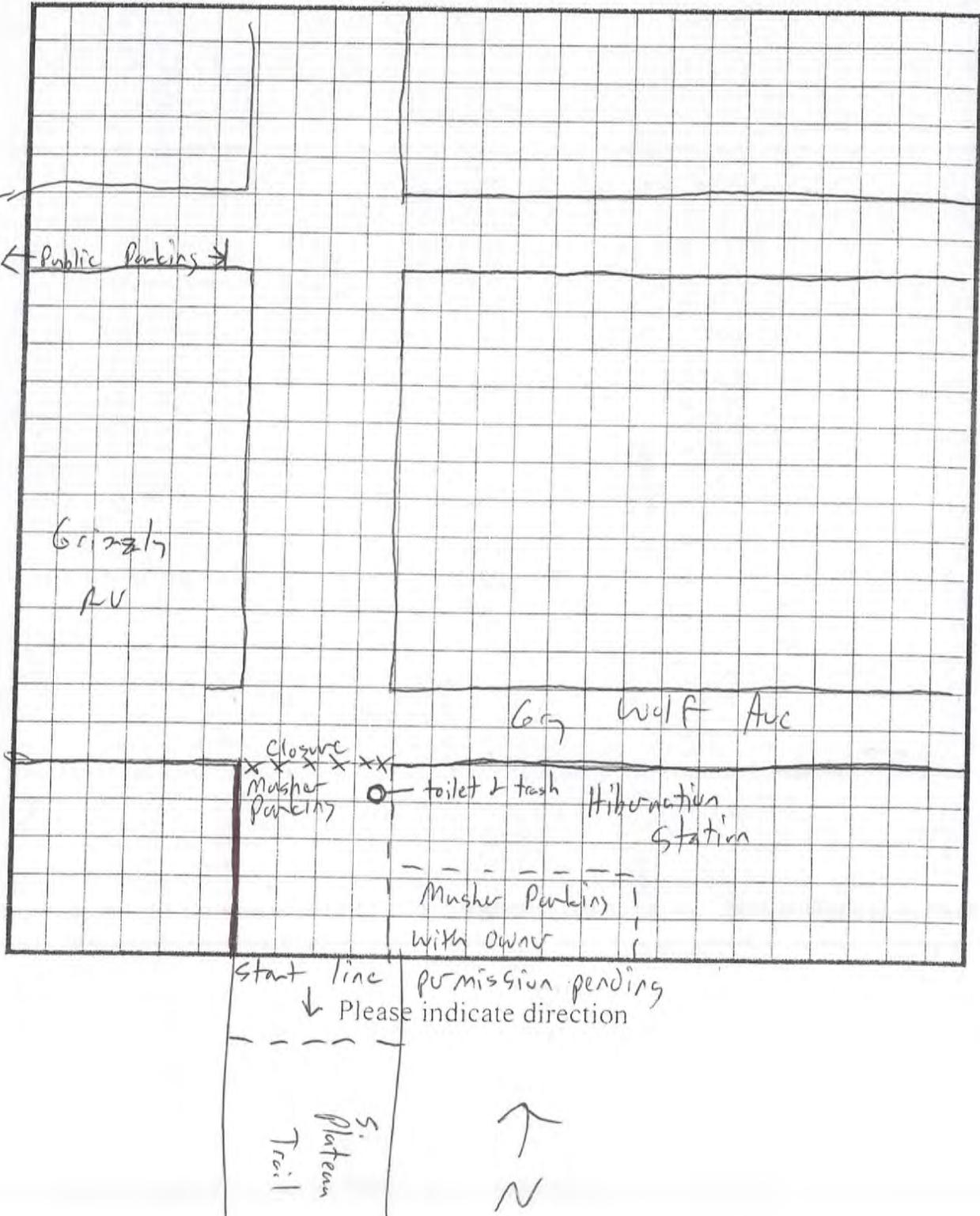
SPECIAL EVENT PERMIT APPLICATION

Town of West Yellowstone

Gallatin County, Montana

Site Plan

Event: Yellowstone Special - Day 1 - Tuesday, March 1st
South Electric Start



SPECIAL EVENT PERMIT APPLICATION

Town of West Yellowstone
Gallatin County, Montana

Event: Yellowstone Rendezvous Ski Race
 Sponsor Organization: Yellowstone's Cross-Country Race, Inc
 Sponsor Address: P.O. Box 65, West Yellowstone, MT 59758
 Contact Person: Moira Dow
 Contact Phone: 617-697-6126 Fax: _____
 E-mail Address: info@SkiRunBikeMT.com
 Date(s) of Event: March 5, 2016
 Location of Event: Povah Center, Railroad bed from Geysers to Iris Sts and the Hebgen Basin Emergency Services building

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

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

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

Mary Dow
 Signature of Applicant
2-10-16

Total Due: \$ 25.00 ^{pd} 2/10/16 Date

FOR OFFICE USE ONLY

Department	Initials	Date	Comments
Pub Services	<u>JD</u>	<u>2-11-16</u>	
Fire	<u>SB</u>	<u>2-11-16</u>	
Police	<u>SN</u>	<u>2-11-16</u>	
Administration	<u>DS</u>	<u>2/10/16</u>	

Notes/Conditions: _____

Approved

Denied

[Signature]
 Town Clerk
2-12-16
 Date

Special Event Permit Application

Town of West Yellowstone
Gallatin County, Montana

Event Details

2016 Yellowstone Rendezvous Race – March 5, 2016

The Yellowstone Rendezvous Ski Race consists of five separate races on race day: 2k, 5k, 10k, 25k, and 50k events and a Youth Ski Festival the following day (Sunday, March 6). 500 to 1000 participants are expected to attend the event with up to 200 spectators. Yellowstone's Cross-Country Ski Race, Inc (Race, Inc), in cooperation with many West Yellowstone organizations and volunteers, operate all aspects of the race. Race set-up will begin the day prior to the race and will be completely taken down by the following evening after the Youth Ski Festival. Porta-potty vendor may deliver the 8 portable toilets as early as a week prior to the event. All porta-potties will be located to the west of the stop sign in the Povah Center parking lot and will be locked until race morning. One to two days before the event, Doug Edgerton and Yellowstone Track Systems will begin moving snow from the piles surrounding the Povah Center Parking lot to create the race stadium and course. During the event, the Povah Center parking lot will be closed for parking and will completely covered in snow to act as the start and finish areas, as well as the lap lane for the 50k athletes. The majority of the snow will be removed from the parking lot and Obsidian Street on Saturday night and the remainder will be removed on Sunday night.

The races begin at the Povah Center and utilize the old railroad right-of-way to Iris Street, and the section of Iris Street where it enters USFS property to the south. Obsidian Street will be closed from 8:00am to 3:00pm with one lane left open for Emergency service to access the residences and buildings.

Parking for participants will be along Yellowstone Avenue and the surrounding streets. Fire lanes and all signage allowances will be maintained to the best of our ability. Race, Inc requests help from the WYPD informing participants who are parked in illegal zones.

Race, Inc requests use of the Povah Center beginning Friday afternoon and ending late evening on Saturday, race day. We also request use of the EMS building to be used to house the final feed as in previous years. This request has been submitted directly to HBFD.

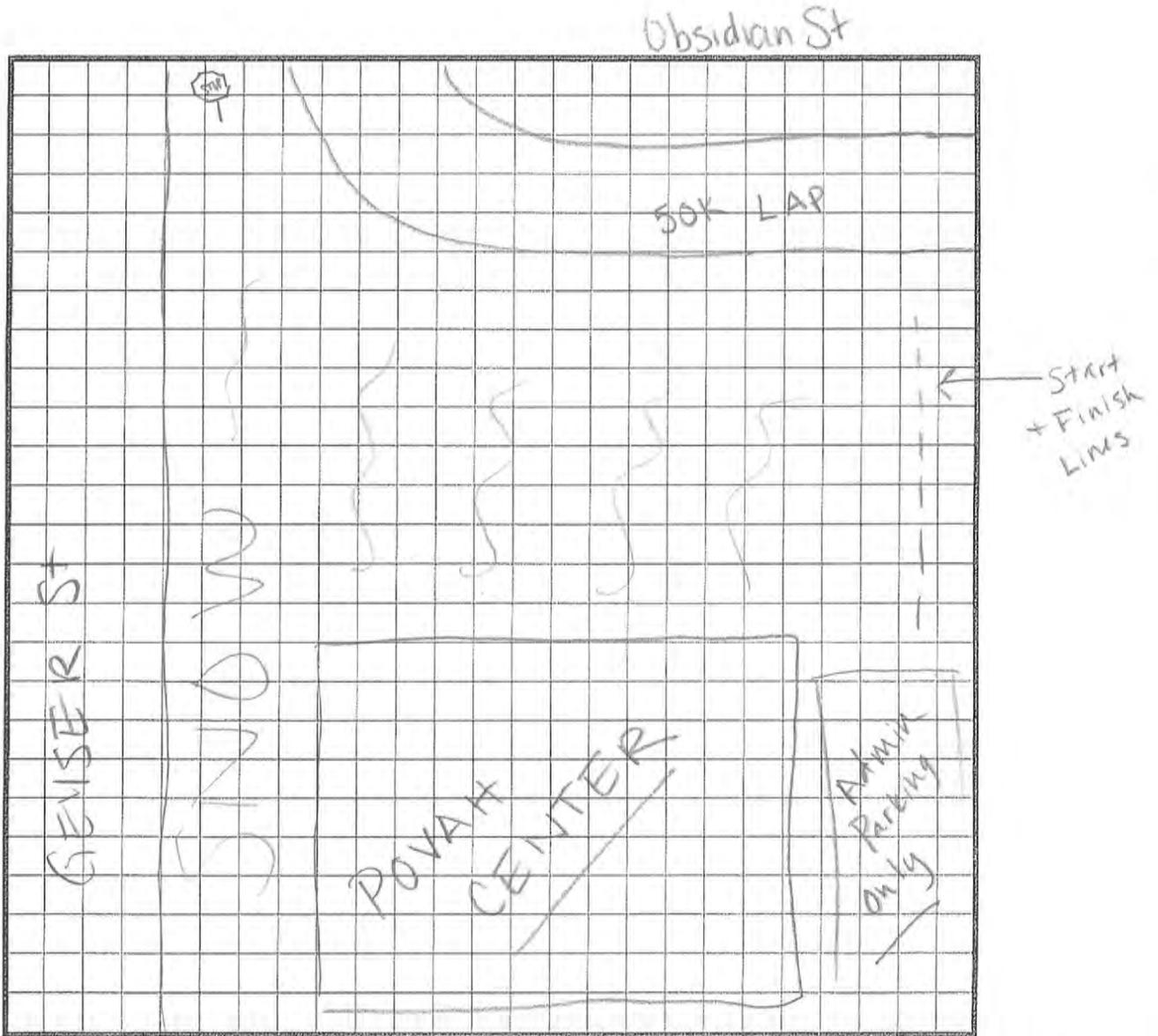
SPECIAL EVENT PERMIT APPLICATION

Town of West Yellowstone

Gallatin County, Montana

Site Plan

Event: Yellowstone Rendezvous Race



Please indicate direction

YELLOWSTONE AVE
DIAGONAL PARKING ONLY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01-21-16

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER/ Frazier Insurance Agency, Inc. Agent- Box 1250, Midlothian VA 23113 Processing Office: Lawson Insurance LLC 1643 24th St West, #110, Billings MT 59102	CONTACT NAME: Jack Lawson PHONE (A/C, No, Ext): (800) 823-5297 E-MAIL ADDRESS: jack@lawsonins.net	FAX (A/C, No): (406) 652-3395
	INSURER(S) AFFORDING COVERAGE INSURER A: United States Fire Insurance Company INSURER B: United States Fire Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Sports & Recreation Providers Association (Purchasing Group) & It's Participating Members - Member- National Ski School Program Inc- Nordic and It's Participating Members 1302 24th St West #169, Billings MT 59102		
MEMBER: Yellowstone Rendezvous (Race, INC.)		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes Athletic Participants GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	SRPGAMP-101-0715 Cert# USP194832	11/01/15	11/01/16	EACH OCCURRENCE \$ 1,000,000. DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000. MED EXP (Any one person) \$ 5,000. PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 5,000,000. PRODUCTS - COMP/OP AGG \$ 5,000,000. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	Excess Accident Medical Protection Deductible - \$100. 52 Week Benefit Period Claim Reporting Deadline - 90 days from date of incident		US469339	11/01/15	11/01/16	Maximum Medical Benefit per claim - \$ 10,000. AD&D Benefit Per Claim - \$ 2,500.

NSSP Member - Yellowstone Rendezvous, (Race, INC.) Box 65, West Yellowstone, MT 59758
ADDED AS INSURED NSSP-NORDIC PARTICIPATING MEMBER for Nov. 1, 2015-16.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CGL Deductible - \$ 0.00 each Bodily Injury or Property Damage Claim
Participant Legal Liability Coverage for participants in SKI RACES/ COMPETITIONS requires that each participant (or their Parent/ Guardian) sign a release/ waiver form PRIOR to Competing, Partcicing or Instruction.

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED but only as respects the operations of the Named Insured NSSP Participating Member - Yellowstone Rendezvous (Race, INC.)

CERTIFICATE HOLDER Town of West Yellowstone Box 1570 West Yellowstone, MT 59758	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>John W. Frazier</i>
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