

Town of West Yellowstone

Tuesday, October 18, 2016

West Yellowstone Town Hall, 440 Yellowstone Avenue

TOWN COUNCIL MEETING-7:00 PM

Pledge of Allegiance

Purchase Orders

Treasurer's Report & Securities Report

Claims ∞

Consent Agenda: **October 3, 2016 Town Council Meeting** ∞

Business License Applications ∞

Advisory Board Report(s)

Town Manager & Department Head Reports

Comment Period

- **Gallatin County Law & Justice Center Presentation**
- **Public Comment**
- **Council Comments**

NEW BUSINESS

Police Officer Confirmation, Sabrah Van Leeuwen

Discussion/Action ∞

Proclamation, Officer Patrick Kramer Day, October 22, 2016

Discussion/Action ∞

Gallatin County Emergency Management Plan Update

Discussion/Action ∞

Geographic Information Systems (GIS) Proposal

Discussion/Action ∞

Growth Policy, Subdivision Regulations & Zoning Updates

Discussion/Action ∞

80 Acres Preliminary Planning

Discussion/Action ∞

Revised Marketing & Promotions Fund Application

Discussion/Action ∞

Resolution No. 690, General Obligation (GO) Bond, 2016

Discussion/Action ∞

Correspondence/FYI/Meeting Reminders



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

Public Hearing/Public Meeting

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

Oral Communication

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

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

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

General Town Council Meeting Information

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

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TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 10/16

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Report ID: AP100

* ... Over spent expenditure

| Claim | Vendor #/Name/ Check Invoice #/Inv Date/Description | Document \$/ Line \$ | Disc \$ | PO # | Fund Org Acct | Object Proj | Cash Account |
|-------|--|---|---------|---|---|---|--|
| 42418 | 2575 WY Tourism Business Improvement 09/30/16 September 2016 Collections | 60,824.82 60,824.82 | | TBID | 2102 411800 | 540 | 101000 |
| 42419 | 2551 Thyssenkrupp Elevator Corp 3002781774 10/01/16 elevator maint-Povah | 401.64 401.64 | | POVAH | 1000 411255 | 350 | 101000 |
| 42421 | 1273 Montana Security and 49826 10/01/16 monitoring UPDL | 61.50 61.50 | | UPDL | 1000 411252 | 357 | 101000 |
| 42422 | 266 Utilities Underground Location 6095311 09/30/16 excavation notifications 6095311 09/30/16 excavation notifications | 64.37 32.19* 32.18 | | WATER SEWER | 5210 430500 5310 430600 | 357 357 | 101000 101000 |
| 42423 | 2845 Kasting, Kauffman & Mersen, PC 08/31/16 legal services 08/31/16 postage/copies 10/05/16 phone/fax 08/31/16 travel | 12,050.53 11,865.00 9.53 0.00 176.00 | | LEGAL LEGAL LEGAL LEGAL | 1000 411100 1000 411100 1000 411100 1000 411100 | 352 870 345 373 | 101000 101000 101000 101000 |
| 42426 | 2546 Century Link QCC 09/23/16 long dist chg 406-646-7600 | 53.20 53.20 | | finadm | 1000 410510 | 345 | 101000 |
| 42428 | 1089 Gallatin County Treasurer Sept 2016 09/30/16 Tech surcharge Sept 2016 09/30/16 MLEA Sept 2016 09/30/16 Public Defender Sept 2016 09/30/16 Victims Assistance | 1,500.00 450.00 475.00 124.00 451.00 | | COURT COURT COURT COURT | 7458 212200 7467 212200 7468 212200 7699 212200 | | 101000 101000 101000 101000 |
| 42429 | 2088 Town West Yellowstone 09/30/16 utility chrgs, Chamber, 895 09/30/16 utility chrgs, UPDL, 892 09/30/16 utility chrgs, PS Shops, 884 09/30/16 utility chrgs. Povah Ctr, 887 09/30/16 utility chrgs, Police Dept,886 09/30/16 utility chrgs, City Park, 885 09/30/16 utility chrgs, Library, 891 09/30/16 utility chrgs, Lift #1, 903 09/30/16 utility chrgs, TwN Hall, 921 | 679.11 76.15 57.93 26.53 67.52 34.11 254.44 33.20 11.48 117.75 | | BLDGS BLDGS BLDGS BLDGS BLDGS BLDGS LIBBLD SEWER TWNHAL | 1000 411257 1000 411252 1000 411253 1000 411255 1000 411258 1000 411253 1000 411259 5310 430600 1000 411250 | 340 340 340 340 340 340 340 340 340 | 101000 101000 101000 101000 101000 101000 101000 101000 101000 |
| 42430 | 2789 WEX Bank 09/02/16 07 Ford Expedition 6-54563A 09/30/16 06 Dodge Durango 6-1374 09/30/16 10 Ford Crown Vic 6-34157A 09/30/16 08 Ford Crown Vic 6-1437 09/30/16 10 Ford Expedition 6-000046 09/30/16 11 Ford Expedition 6-21425A | 2,470.11 37.29 214.88 180.23 108.42 151.24 225.29 | | SS PUBSER POLICE POLICE POLICE POLICE | 1000 450135 1000 430200 1000 420100 1000 420100 1000 420100 1000 420100 | 231 231 231 231 231 | 101000 101000 101000 101000 101000 101000 |

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| | 10/01/16 | 10 | JD Backhoe | | 0.00 | | STREET 1000 430200 | 231 | 101000 |
| | 10/01/16 | 77 | Int'l Dumptruck | | 0.00 | | STREET 1000 430200 | 231 | 101000 |
| | 10/01/16 | | Snow Blower | | 0.00 | | STREET 1000 430200 | 231 | 101000 |
| | 10/01/16 | 85 | Ford Dumptruck | | 0.00 | | STREET 1000 430200 | 231 | 101000 |
| | 09/30/16 | 140 | G Grader | | 155.35 | | STREET 1000 430200 | 231 | 101000 |
| | 09/30/16 | | CAT 936 Loader | | 95.84 | | STREET 1000 430200 | 231 | 101000 |
| | 10/01/16 | 91 | Ford 6-582 | | 0.00 | | STREET 1000 430200 | 231 | 101000 |
| | 10/01/16 | 95 | Mobile Sweeper | | 0.00 | | STREET 1000 430200 | 231 | 101000 |
| | 10/01/16 | 97 | Athey Sweeper | | 0.00 | | STREET 1000 430200 | 231 | 101000 |
| | 10/01/16 | 14 | Water Truck | | 0.00 | | STREET 1000 430200 | 231 | 101000 |
| | 09/30/16 | 00 | Freightliner Dump 6-60700A | | 153.60 | | STREET 1000 430200 | 231 | 101000 |
| | 10/01/16 | | Snowmobile | | 0.00 | | POLICE 1000 420100 | 231 | 101000 |
| | 09/30/16 | 02 | Freightliner Dump 6-54564A | | 126.51 | | STREET 1000 430200 | 231 | 101000 |
| | 09/30/16 | 08 | Ford Pickup 6-1450 | | 253.00 | | STREET 1000 430200 | 231 | 101000 |
| | 09/30/16 | 08 | GMC Pickup 6-1484 | | 84.38 | | STREET 1000 430200 | 231 | 101000 |
| | 09/30/16 | 08 | CAT 938H Loader | | 214.76 | | STREET 1000 430200 | 231 | 101000 |
| | 09/30/16 | 08 | 904B MiniLoader | | 42.60 | | STREET 1000 430200 | 231 | 101000 |
| | 10/01/16 | 93 | Dodge 6-2010 | | 0.00 | | STREET 1000 430200 | 231 | 101000 |
| | 10/01/16 | | YNP Truck #2 | | 0.00 | | STREET 1000 430200 | 231 | 101000 |
| | 09/30/16 | 08 | Ford Escape (multi-use) | | 101.66 | | DISPAT 1000 420160 | 370 | 101000 |
| | 09/30/16 | 14 | Police Interceptor | | 152.21 | | POLICE 1000 420100 | 231 | 101000 |
| | 09/30/16 | 15 | Ford F-250 | | 172.85 | | STREET 1000 430200 | 231 | 101000 |
| 42431 | | 2853 | Two Seasons Recycling | | 500.00 | | | | |
| | 2015-1286 | 09/30/16 | monthly recycling | | 500.00 | PARKS | 1000 460430 | 398 | 101000 |
| 42432 | | 2558 | Hebgen Basin Fire District | | 40,079.17 | | | | |
| | 10/15/16 | 2016 | October | | 40,079.17 | FIRE | 1000 420400 | 357 | 101000 |
| 42433 | | 2813 | Century Link | | 2,597.16 | | | | |
| | 09/19/16 | | DSL Povah, 646-7982 | | 47.00 | POVAH | 1000 411255 | 345 | 101000 |
| | 09/19/16 | | DLS Police 646-0231 | | 62.00 | POLICE | 1000 420100 | 345 | 101000 |
| | 09/19/16 | | DSL Pub Serv Office 646-7949 | | 62.00 | BLDINS | 1000 430200 | 345 | 101000 |
| | 09/19/16 | | Sewer Treat 646-9027 | | 34.54 | STREET | 5310 430600 | 345 | 101000 |
| | 09/19/16 | | Sewer lift 646-5141 | | 34.60 | SEWER | 5310 430600 | 345 | 101000 |
| | 09/19/16 | | PCC Elevator 646-7481 | | 34.54 | POVAH | 1000 411255 | 345 | 101000 |
| | 09/19/16 | | Centrex Finance - 20% | | 226.33 | FINADM | 1000 410510 | 345 | 101000 |
| | 09/19/16 | | Centrex, Police-20% | | 226.33 | POLICE | 1000 420100 | 345 | 101000 |
| | 09/19/16 | | Centrex, Soc Ser -10% | | 113.17 | SOCSEK | 1000 450135 | 345 | 101000 |
| | 09/19/16 | | Centrex, Court - 10% | | 113.17 | COURT | 1000 410360 | 345 | 101000 |
| | 09/19/16 | | Centrex, Public Services - 20% | | 226.33 | STREET | 1000 430200 | 345 | 101000 |
| | 09/19/16 | | Centrex, PCC - 10% | | 113.17 | POVAH | 1000 411255 | 345 | 101000 |
| | 09/19/16 | | Centrex, Lib | | 113.17 | LIB | 2220 460100 | 345 | 101000 |
| | 09/19/16 | | E911 Viper 646-5170 | | 98.32 | E911 | 2850 420750 | 345 | 101000 |
| | 09/19/16 | | E911 255-9710 | | 998.90 | E911 | 2850 420750 | 345 | 101000 |
| | 09/19/16 | | E911 255-9712 | | 24.51 | E911 | 2850 420750 | 345 | 101000 |
| | 09/19/16 | | Alarm Lines, 646-5185 | | 69.08 | TWNHAL | 1000 411250 | 345 | 101000 |

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| 42435 | | 95 Energy West-Montana | | 1,006.46 | | | | | |
| | 09/29/16 | nat gas 210361788 updl | | 257.91 | | UPDH | 1000 411252 | 344 | 101000 |
| | 09/29/16 | nat gas 210360293 Police | | 21.55 | | POLBLD | 1000 411258 | 344 | 101000 |
| | 09/29/16 | nat gas 210361746 Pub Services | | 103.27 | | STREET | 1000 430200 | 344 | 101000 |
| | 09/29/16 | nat gas 210361811 old firehall | | 40.50 | | PARK | 1000 460430 | 344 | 101000 |
| | 09/29/16 | nat gas 210363966 old bld ins | | 44.05 | | STREET | 1000 430200 | 344 | 101000 |
| | 09/29/16 | nat gas 210360540 library | | 42.88 | | LIBBLD | 1000 411259 | 344 | 101000 |
| | 09/29/16 | nat gas 210364599 Povah | | 200.32 | | POVAH | 1000 411255 | 344 | 101000 |
| | 09/29/16 | nat gas 210361697 Iris Lift St | | 29.83 | | PUBSVC | 1000 430200 | 344 | 101000 |
| | 09/29/16 | nat gas 210365425 Twn Hall | | 241.04 | | TWNHAL | 1000 411250 | 344 | 101000 |
| | 09/29/16 | nat gas 210361655 Mad Add Sewe | | 25.11 | | SEWER | 5310 430600 | 344 | 101000 |
| 42451 | | 73 Westmart Building Center | | 1,910.06 | | | | | |
| | 09/27/16 | Street Bulidings | | 443.24 | | STREET | 1000 430200 | 366 | 101000 |
| | 09/27/16 | Street Supplies | | 611.59 | | STREET | 1000 430200 | 220 | 101000 |
| | 09/27/16 | Sewer Supplies | | 11.26 | | SEWER | 5310 430600 | 220 | 101000 |
| | 09/27/16 | Water | | 38.88 | | WATER | 5210 430500 | 220 | 101000 |
| | 09/27/16 | UPDL | | 32.27 | | UPDL | 1000 411252 | 220 | 101000 |
| | 09/27/16 | Library | | 56.95 | | LIBRAR | 2220 460100 | 220 | 101000 |
| | 09/27/16 | Twon Hall | | 13.29 | | ADMIN | 1000 411250 | 366 | 101000 |
| | 09/27/16 | Povah | | 15.66 | | POVAH | 1000 411255 | 220 | 101000 |
| | 09/27/16 | Parks Grounds | | 429.12 | | PARKS | 1000 411255 | 220 | 101000 |
| | 09/27/16 | Parks Supplies | | 10.00 | | PARKS | 1000 460430 | 220 | 101000 |
| | 09/27/16 | Parks Bldgs | | 174.52 | | PARKS | 1000 460430 | 366 | 101000 |
| | 09/27/16 | CHP | | 56.99 | | CHP | 1000 411251 | 366 | 101000 |
| | 09/27/16 | Chamber Building | | 10.99 | | CHAMBE | 1000 411257 | 220 | 101000 |
| | 09/27/16 | Police Building | | 5.30 | | PD | 1000 411258 | 366 | 101000 |
| 42468 | | 2982 Manuel Alonso Reyes | | 20.00 | | | | | |
| | 10/12/16 | Overpayment for Bond | | 20.00 | | COURT | 7469 212401 | | 101000 |
| 42469 | | 151 Gallatin County WY TS/Compost | | 990.10 | | | | | |
| | 09/30/16 | Household Waste | | 990.10 | | PW | 1000 460430 | 534 | 101000 |
| 42470 | | 2673 First Bankcard | | 1,028.54 | | | | | |
| | 911811382 | 09/07/16 Safety Equipment | | 406.98 | | PW | 1000 430200 | 226 | 101000 |
| | 09/06/16 | Road Signs | | 328.91 | | PW | 1000 430200 | 243 | 101000 |
| | 08/29/16 | 2008 Sierra | | 141.86 | | PW | 1000 430200 | 361 | 101000 |
| | 09/13/16 | CHF | | 50.79 | | CHF | 7010 450135 | 220 | 101000 |
| | 5R1601108 | 08/30/16 DEQ | | 100.00 | | PW | 5210 430500 | 335 | 101000 |

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| 42471 | 1454 Bozeman Chronicle/Big Sky | 697.25 | | | | | |
| | 82666 09/30/16 Water Report | 72.00* | | WATER | 5210 430500 | 327 | 101000 |
| | 1006060 09/30/16 Public Hearing Notice | 63.00 | | ADMIN | 1000 410210 | 327 | 101000 |
| | 1006393 09/30/16 PD Job Opening | 562.25 | | PD | 1000 420100 | 331 | 101000 |
| 42472 | 2800 RDO Equipment Co. | 209,366.00 | | | | | |
| | W056447 10/03/16 service-install radios | 1,058.00 | | STREET | 1000 430200 | 369 | 101000 |
| | D905060 10/11/16 V-plow | 19,629.00 | | STREET | 4000 430200 | 940 | 101000 |
| | D864486 10/10/16 Grader + attachment | 169,050.00 | | STREET | 4060 430200 | 940 | 101000 |
| | D879075 10/11/16 V-plow for grader | 19,629.00 | | STREET | 4060 430200 | 940 | 101000 |
| 42474 | 2586 Waxie Sanitary Supply | 28.68 | | | | | |
| | 76258041 10/03/16 Cleaning Sign | 28.68 | | PW | 1000 460430 | 220 | 101000 |
| 42475 | 489 MSE ANALYTICAL LABORATORY | 1,546.65 | | | | | |
| | 1608163 09/30/16 Lab Services | 661.50* | | WATER | 5210 430500 | 357 | 101000 |
| | 1608172 09/30/16 Lab Services | 885.15* | | WATER | 5210 430500 | 357 | 101000 |
| 42476 | 1311 Teton Communications | 873.44 | | | | | |
| | 129143 09/08/16 Raido Install | 873.44 | | PW | 1000 430200 | 362 | 101000 |
| 42477 | 40 Jerry's Enterprises | 158.40 | | | | | |
| | 08/29/16 Fuel PW | 35.42 | | PW | 1000 430200 | 231 | 101000 |
| | 08/31/16 Fuel PW | 75.01 | | PW | 1000 430200 | 231 | 101000 |
| | 08/30/16 Tablet Parts | 37.98 | | LEG | 1000 430200 | 231 | 101000 |
| | 09/29/16 DVD for PD | 9.99 | | POLICE | 1000 430200 | 231 | 101000 |
| 42478 | 2635 Jake's Automotive and Tire | 958.36 | | | | | |
| | 13650 10/06/16 2010 Ford Expedition | 958.36 | | PW | 1000 430200 | 361 | 101000 |
| 42479 | 533 Market Place | 25.36 | | | | | |
| | 09/30/16 supplies | 7.69 | | HELP | 7010 450135 | 220 | 101000 |
| | 09/30/16 supplies | 15.11 | | TWNHAL | 1000 411250 | 220 | 101000 |
| | 09/30/16 supplies | 2.56 | | WATER | 5210 430500 | 220 | 101000 |
| 42480 | 2983 Bozeman Municipal Court | 500.00 | | | | | |
| | 10/06/16 Bench Warrant Chris Griffin | 500.00 | | COURT | 7469 213000 | | 101000 |
| 42481 | 2751 Gallatin County Justice Court | 770.00 | | | | | |
| | 10/06/16 Bench Warrant Shamara Jack | 485.00 | | | 7469 213000 | | 101000 |
| | 10/06/16 County Citation | 285.00 | | | 7469 213000 | | 101000 |

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| 42482 | | 2116 DEQ/WWO | | 1,120.00 | | | | | |
| | 511402430 | 09/30/16 Comm Conn Fee | | 1,120.00 | | WATER | 5210 430500 | 335 | 101000 |
| 42483 | | 99916 Elizabeth Roos | | 64.00 | | | | | |
| | 10/09/16 | MLTC /expenses | | 64.00 | | ADMIN | 1000 410510 | 370 | 101000 |
| 42484 | | 2764 HD Supply Waterworks, Ltd. | | 4,372.86 | | | | | |
| | GO24378 | 09/12/16 PW Supplies | | 174.00* | | PW | 1000 460430 | 361 | 101000 |
| | GO95958 | 09/12/16 PW Supplies | | 3,063.60 | | PW | 1000 430262 | 365 | 101000 |
| | GO123658 | 09/14/46 PW Supplies | | 1,135.26 | | PW | 1000 430262 | 365 | 101000 |
| 42485 | | 951 Barnes & Noble | | 412.45 | | | | | |
| | 3320554 | 09/01/16 Library Books | | 80.94 | | LIBRAR | 2220 460100 | 215 | 101000 |
| | 3322608 | 09/06/16 Library Books | | 125.36 | | LIBRAR | 2220 460100 | 215 | 101000 |
| | 3322609 | 09/06/16 Library Books | | 139.10 | | LIBRAR | 2220 460100 | 215 | 101000 |
| | 3325789 | 09/09/16 Library Books | | 13.45 | | LIBRAR | 2220 460100 | 215 | 101000 |
| | 3325907 | 09/09/16 Library Books | | 53.60 | | LIBRAR | 2220 460100 | 215 | 101000 |
| 42487 | | 1331 West Yellowstone Foundation | | 7,500.00 | | | | | |
| | 09/30/16 | 1st half bus funding | | 7,500.00 | | ADMIN | 1000 410100 | 870 | 101000 |
| 42488 | | 2898 TransUnion Risk and Alternative | | 25.00 | | | | | |
| | 09/30/16 | TLOxp Charges | | 25.00 | | PD | 1000 420100 | 220 | 101000 |
| 42489 | | 1864 Loomis Family Limited | | 41.36 | | | | | |
| | 26894 | 09/27/16 PW fuel | | 41.36 | | PW | 1000 430200 | 231 | 101000 |
| 42490 | | 2421 NAPA Auto Parts | | 940.10 | | | | | |
| | 09/30/16 | Auto Parts | | 940.10 | | PW | 1000 430200 | 361 | 101000 |
| 42491 | | 2984 Dance Arts | | 500.00 | | | | | |
| | 09/30/16 | Refund UPDL Deposit | | 500.00 | | FINANC | 2210 214000 | | 101000 |
| 42492 | | 2788 Sabrah L. Van Leeuwen | | 74.86 | | | | | |
| | 09/30/16 | Supplies Officer Kramer Memori | | 74.86 | | PD | 1000 420100 | 220 | 101000 |
| 42493 | | 2099 Quick Print of West Yellowstone | | 146.32 | | | | | |
| | 00009331 | 10/04/16 Office Supplies | | 42.75 | | COURT | 1000 410360 | 321 | 101000 |
| | 00009331 | 10/04/16 office supplies | | 51.50 | | COURT | 1000 410360 | 321 | 101000 |
| | 00008202 | 03/10/16 Office Supplies | | 32.50 | | LIBRAR | 2220 460100 | 220 | 101000 |
| | 00009252 | 09/13/16 Office Supplies | | 9.60 | | LIBRAR | 2220 460100 | 220 | 101000 |
| | 00009296 | 09/12/16 Office Supplies | | 9.97 | | STREET | 1000 430200 | 220 | 101000 |

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| 42494 | 2813 Century Link 09/28/16 social services fax | 62.90 62.90 | | SOCSER | 1000 450135 | 345 | 101000 |
| 42495 | 1219 Sabol and Rice, Inc 234007 10/06/16 prepaid freight, 2 blowers | 121.74 121.74 | | SEWER | 5310 430630 | 369 | 101000 |
| 42496 | 764 General Distributing Co. 474570 09/30/16 compressed O2 | 45.90 45.90 | | STREET | 1000 430200 | 220 | 101000 |
| 42497 | 2926 Close Up 10/13/16 4 wreaths | 147.80 147.80 | | TWNHAL | 1000 411250 | 220 | 101000 |
| 42498 | 2964 CITI CARDS 09/08/16 Fairmont, Martin & DesRochers 09/12/16 USPS, shipping 09/12/16 USPS, shipping 09/13/16 Send It Home, shipping H20 sam 09/15/16 USPS, notices 09/15/16 USPS, notices 09/20/16 Pete's Pizza, supplies 09/21/16 IAPE, training invoice 09/22/16 USPS, postage 09/22/16 MT Lib Assoc, conf regis 09/22/16 MT Lib Assoc, membership 09/29/16 Hilton Garden, BZN, Parker | 1,634.17 402.04 72.00 1.78 33.07 6.00 6.00 77.51 375.00 6.45 250.00 105.00 299.32 | | DISPAT FINADM SOCSER WATER WATER SEWER LEGIS POLICE FINADM LIB LIB COURT | 1000 420160 1000 410510 1000 450135 5210 430500 5210 430500 5310 430600 1000 410100 1000 420100 1000 410510 2220 460100 2220 460100 1000 410360 | 370 311 311 311 311 311 220 380 311 380 357 370 | 101000 101000 101000 101000 101000 101000 101000 101000 101000 101000 101000 101000 101000 |
| 42499 | 1 First Security Bank 10/13/16 bank loan fee, refi GO Bond | 5,000.00 5,000.00 | | FINADM | 3050 490100 | 630 | 101000 |
| 42501 | 171 Montana Food Bank Network AOR-59341 08/18/16 commodities, balance | 60.00 60.00 | | HELP | 7010 450135 | 220 | 101000 |
| 42502 | 1934 Brenda Martin 10/13/16 reimb travel, CJIN conf | 104.00 104.00 | | DISPAT | 1000 420160 | 370 | 101000 |
| 42503 | 135 Food Roundup 10/01/16 supplies 10/01/16 supplies 10/01/16 supplies | 72.43 29.46 12.49 30.48 | | POLICE LEGIS JAIL | 1000 420100 1000 410100 1000 420230 | 220 220 220 | 101000 101000 101000 |
| 42504 | 1928 Michele DesRochers 10/13/16 travel, CJIN conf | 104.00 104.00 | | DISPAT | 1000 420160 | 370 | 101000 |

10/14/16
10:34:05

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 10/16

Page: 7 of 8
Report ID: AP100

* ... Over spent expenditure

| Claim | Check | Invoice #/Inv Date/Description | Vendor #/Name/ Line \$ | Document \$/ Line \$ | Disc \$ | PO # | Fund Org Acct | Object Proj | Cash Account |
|-------|----------|---|---------------------------|-------------------------|------------|--------|---------------|-------------|-----------------|
| 42505 | | 725 Swan Cleaners | | 99.10 | | | | | |
| | 1162 | 10/01/16 jail laundry | | 99.10 | | JAIL | 1000 420230 | 390 | 101000 |
| 42506 | | 2264 MORNING GLORY COFFEE & TEA | | 37.50 | | | | | |
| | 817517 | 10/09/16 supplies | | 37.50 | | DISPAT | 1000 420160 | 220 | 101000 |
| 42507 | | 765 APCO Inc | | 331.00 | | | | | |
| | 365082 | 10/03/16 annual membership | | 331.00 | | DISPAT | 1000 420160 | 335 | 101000 |
| 42508 | | 2952 DIS Technolgies | | 595.00 | | | | | |
| | 30366 | 10/05/16 managed services-dispatch cent | | 595.00 | | DISPAT | 1000 420160 | 398 | 101000 |
| 42509 | | 2107 Department of Labor & Industry | | 103.15 | | | | | |
| | 09/01/16 | building permit assessments | | 103.15 | | BLDINS | 1000 420531 | 335 | 101000 |
| 42510 | | 1531 Saurey Construction, Inc. | | 50,572.00 | | | | | |
| | 1602 | 10/14/16 concrete, chlorination bldg | | 9,250.00* | | WATER | 5210 430590 | 940 | 101000 |
| | 1603 | 10/14/16 concrete, city park ADA table | | 17,447.00 | | PARKS | 1000 430262 | 365 | 101000 |
| | 1604 | 10/14/16 sidewalk repair | | 325.00 | | POVAH | 1000 411255 | 366 | 101000 |
| | 1605 | 10/14/16 ADA sidewalk near School | | 23,550.00 | | SDWLKS | 1000 430262 | 365 | 101000 |
| | | # of Claims | 54 | Total: | 415,448.55 | | | | |

WEST YELLOWSTONE TOWN COUNCIL
Town Council Meeting
October 3, 2016

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

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

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

Portions of the meeting are being recorded.

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

ACTION TAKEN

- 1) Motion carried to approve Purchase Order #6737 to the Montana State Local Government Center for an on-site leadership training program for the Council and staff for \$10,617.12. (Parker, Schmier)
- 2) Motion carried to approve the claims, which total \$42,282.49. (Schmier, Martineau)
- 3) Motion carried to approve the Consent Agenda, which includes the minutes of the September 20, 2016 Work Session and Town Council meeting. (Parker, Martineau)
- 4) Motion carried to approve the business license application for Midwest Communications Technologies dba Black Box Network Services. (Martineau, Schmier) Parker is opposed. Motion passes with a majority.
- 5) Motion carried to approve the new business license application for the West Yellowstone Star. (Schmier, Parker) Martineau abstains.
- 6) Motion carried to reconsider the recommendation to accept the proposal from Century Link and Zuercher from Sept 20, 2016 based on new information from Chief of Police. (Schmier, Martineau) See Motion #12 , Sept. 20, 2016.
- 7) Motion carried to accept the recommendation from Chief of Police Scott Newell to accept the proposal from CenturyLink to upgrade the 911 System as was approved at the September 20, 2016 Town Council Meeting. (Schmier, Martineau)
- 8) Motion carried to reopen the Request for Proposals for a CAD/RMS system for the West Yellowstone Police Department a length of time to be determined by administration. (Schmier, Martineau)
- 9) Motion carried to approve the request from Daniel Logan Mauer on behalf of Hadley's Motel & Cabins, Inc. to waive the resort tax bond. (Martineau, Parker)
- 10) Motion carried to approve the request from Yellowstone Wildlife Cabins to waive the resort tax penalty request for the May 2016 and July 2016 remittances. (Martineau, Schmier) Johnson, Martineau, and Parker are opposed, motion fails.
- 11) Motion carried to approve the request from HBFD to install a French drain in between the Search and Rescue building and Fire Station 1 towards the south end of the property to alleviate a significant water problem. (Martineau, Parker)
- 12) Motion carried to appoint Maggie Anderson and Kim Wakefield to the West Yellowstone Revolving Loan Fund Committee. (Parker, Martineau)

Public Comment Period

No public comment is received.

Council Comments

Mayor Johnson mentions that long-time resident, Maggie Merriman, passed away this weekend. She was a well-known pioneer for women in the fly-fishing industry. Mayor Johnson says he will not be available for the next couple of meetings but he would like to comment on the use of public property for housing. He says he feels strongly that housing should be put in the right place. He says that he has only talked to one or two people that actually favor using an interior park for housing and they should preserve that space. He says that they have faced housing problems for many years and they have finally taken the step to buy the 80 acres and he thinks they should make sure housing goes with other housing. He says there are two multi-family lots for sale in the Madison Addition and that would be a much better fit. He also questions how the rent money and support of the Habitat for Humanity project would be handled and thinks they should be inspected more closely.

DISCUSSION

- 4) Town Clerk Liz Roos explains that they have attempted to contact the applicant by phone and by email but have not received a response. She says that she did spot a utility truck in town that bore the business name. Johnson says he has concerns about approving it without knowing exactly what the business does.
- 5) Parker asks for an explanation of the parking plan. Public Services Superintendent James Patterson explains that the plan that was submitted with the application is the original plan that was approved by the Council about two years ago. He says that the plan actually provided 1.5 more spaces than was required at the time, which is exactly what the newspaper business needs so therefore he recommends approval.
- 6) Chief of Police Scott Newell explains that at the previous meeting, the Council approved their recommendation to award the Computer Aided Dispatch/Records Management System (CAD/RMS) to Zuercher. However, after closer inspection they determined that the maintenance fees for the proposal were much higher than they felt was appropriate. Newell says that they would like to reopen the RFP and solicit additional bids. Johnson asks if the company was ever notified that they were awarded the bid but Newell says no. Johnson asks if the RFP requires that they award to the lowest responsible bidder. Sabolsky says that it contained language that allows the Town to accept or reject all bids so they should be fine, but says he will check with the Town attorney.
- 8) Johnson clarifies that they are reopening the process because of additional information that was received by the committee following the award.
- 10) Mayor Johnson explains that the next item on the agenda is a request from Cynthia Knapp for a waiver of resort tax penalties on behalf of Yellowstone Wildlife Cabins. Johnson invites Cynthia Knapp to address the Council and explain her request. Knapp states that she received a letter from the Town alleging that she was delinquent in paying her resort tax for July. Knapp disagrees with the \$50 late fee she has been assessed for the payment that is unfounded and claims that she dropped her payment in the dropbox prior to 5 PM on June 29, 2016. Additionally, Knapp claims that the Town lost her payment that was remitted in August. The Council asks Knapp various questions and reviews a memo prepared by Finance Director Lanie Gospodarek. Schmier says that considering the fact that there is no way to prove what actually happened, he is willing to err on the side of the business. Johnson disagrees and says that they have multiple checks and balances in place and multiple employees that disagree with what Knapp has claimed. Teri Gibson says that considering the circumstances, she suggests that they split the difference and the Town waive one penalty and the business owner pay one penalty.

- 11) Mayor Johnson explains that Hebgen Basin Fire District is requesting permission to install a French drain in between the Search and Rescue Building and Fire Station 1 towards the south end of the property to alleviate the standing water in that area. Sabolsky explains that he and Public Services Superintendent James Patterson find the request acceptable. Fire Chief Shane Grube explains that eventually, when Obsidian Avenue is extended through that area, they anticipate connecting to the storm drain system. The staff acknowledges that although Town Engineer Dick Dyer does not usually favor French drains, he finds this proposal acceptable.
- A) **Town Manager & Department Head Reports:** Town Manager Dan Sabolsky explains that the local daycare group is making progress towards establishing a non-profit organization and board to oversee the organization. They have purchased some equipment from a daycare that closed in Three Forks and are evaluating locations. He also reports that new signs have been put up on the Town Hall and they will add the physical address soon. He received a status update from Anna Callahan of the US Forest Service who expects to finalize the sale of the 80 acres to the Town by the end of the month. He also reports on the Yellowstone Historic Center meeting he attended this morning. He also mentions that he has met with some planning firms to assist the Town with the development of the 80 acres and hopes to have a recommendation for the Council in the near future. He says they are working on putting together a proclamation for October 22 in memory of Officer Patrick Kramer. He says they have conceptual drawings for the amphitheater for the city park and are seeking bid estimates for building the structure. He also asks the Council for feedback on the Cycle Yellowstone Special Event Permit. The Council briefly discusses the application and recommends making the applicant aware of plans for improvements in the park that may take up some of the space in the park.

Social Services Director Kathi Arnado reports that they saw 84% more people through her office this month than last year but are distributing less food. She says that they were able to match the grant from Town Pump to purchase food for the food bank. They also met with the Job Service Director recently and learned about programs to provide job outreach and skills training for job applicants. She also mentions that she is sitting on the board for the Yellowstone Foundation, the newly formed daycare board, and working towards establishing a domestic abuse outreach in West Yellowstone. Chief of Police Scott Newell reports that September was a wild month with a lot of eventful calls. He commends Officer VanLeeuwen for being first on the scene for an unresponsive 11-month old and initiated CPR. The baby responded and they were able to lifeflight it to Bozeman for further treatment. Public Services Superintendent James Patterson reports on progress on the roof on the Town Hall by Dick Dyer. They have replaced the damaged shingles, installed fans, and already installed new vents in the floors. They are blowing out sprinklers for the winter and working on cleaning up some of the buildings. The new grader is ready and they expect it to be delivered next week. Finance Director Lanie Gospodarek reports that they are preparing for the departure of Deputy Clerk Sheri Holtzen. They just released the job announcement and will accept applications through October 24, 2016. She is also working on refunding the General Obligation bond and resort tax audits are scheduled for next week. She will also start on the Annual Financial Report. She also mentions that resort tax collections for September (August commerce) was up substantially to over \$841,000 for the month. Mayor Johnson says that he thinks the Town should continue to encourage the County to repair the television receiver on Horse Butte, which provides free television to residents in this area. He says that the County collects a tax and has already collected over \$100,000 through that tax and should fix it. Martineau says he has only been able to find eight people that use the service and the County doesn't know why they should spend \$100,000 to provide service for 8 people. Johnson says they have already been taxed for it and it should be repaired and more people would use it if it worked.

The meeting is adjourned. (9:05 PM)

Montana Code Annotated 2015

[Previous Section](#) [MCA Contents](#) [Part Contents](#) [Search](#) [Help](#) [Next Section](#)

7-32-4113. Probationary period and confirmation of appointment. (1) Every applicant who has passed the examination and received the certificate referred to in [7-32-4108](#) must first serve for a probationary term of not more than 1 year. At any time before the end of such probationary term, the mayor, or the manager in those cities operating under the commission-manager plan, may revoke such appointment.

(2) After the end of such probationary period and within 30 days thereafter, the appointment of such applicant must be submitted to the city council or commission, and if such appointment is confirmed by the city council or commission, such applicant becomes a member of the police force and shall hold such position during good behavior unless suspended or discharged as provided by law.

History: En. Sec. 3, Ch. 136, L. 1907; Sec. 3306, Rev. C. 1907; amd. Sec. 1, Ch. 198, L. 1921; re-en. Sec. 5097, R.C.M. 1921; amd. Sec. 2, Ch. 119, L. 1923; re-en. Sec. 5097, R.C.M. 1935; amd. Sec. 3, Ch. 152, L. 1947; amd. Sec. 1, Ch. 160, L. 1973; R.C.M. 1947, 11-1803(part).

Provided by Montana Legislative Services



PROCLAMATION

A PROCLAMATION HONORING PATRICK KRAMER, POLICE OFFICER OF WEST YELLOWSTONE, MONTANA.

WHEREAS, the Town of West Yellowstone, Montana suffered an unfathomable loss when, on Oct 22, 2006, its Police Officer, Patrick Kramer was killed in the line-of-duty; and

WHEREAS, fallen Police Officer Patrick Kramer served the citizens of Town of West Yellowstone as a most valuable public servant for over 2 years; and

WHEREAS, law enforcement is an honorable, hard-working profession that diligently seeks to make our communities more livable; and

WHEREAS, there is no greater sacrifice an Officer can make for their community than to give their life; and

WHEREAS, the accidental death of a Police Officer shocks the very soul of a community, our Government, and the very freedoms the Officers have sworn to protect; and

WHEREAS, the impact of this tragedy upon the Officer's family, friends, department and community is immeasurable.

NOW, THEREFORE, IT IS PROCLAIMED, by the Mayor and City Council, and on behalf of the citizens of the Town of West Yellowstone, Montana that we honor the memory of Officer Kramer and his family. Over the last ten years, we have mourned the loss of one of the Town of West Yellowstone's valuable public servants and continue to pray for healing and hope.

HEREBY, the Town of West Yellowstone proclaims October 22, 2016, as Office Patrick Kramer Day.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the Town of West Yellowstone Montana to be affixed on this 18th day of October 2016.

Brad Schmier, Mayor



October 13, 2016

Town of West Yellowstone
440 Yellowstone Avenue
PO Box 1570
West Yellowstone, MT 59758

RE: West Yellowstone GIS Scope and Estimate

Overview: West Yellowstone has expressed an interest in implementing a GIS of Town infrastructure in order to inventory and organize critical data.

Scope of Work: The Town of West Yellowstone GIS will include a master database along with a working map. Each point or line in the map will include attributes such as material, maintenance records, coordinates, and photos. The features and associated attributes will be customized to fit West Yellowstone and may include anything that would be helpful for both field and office staff. The map will be accessible from the field using a tablet or smart phone to increase the efficiency of staff. The data will be gathered from a combination of field collection and using existing data from recent projects that have been completed within the Town, along with any information previously documented by the West Yellowstone Public Works Department. Stahly staff will compile all infrastructure data into a single database using ArcGIS desktop software and transfer it to ArcGIS Online to be maintained and accessed by Town staff, with Stahly staff assisting on an as-needed basis.

The Town will need to purchase an ArcGIS Desktop Basic single use term license (\$800) which includes technical support, software updates, and an ArcGIS Online subscription. This will be a recurring yearly cost for the Town for the implementation and maintenance of the GIS.

The application to be used in conjunction with ArcGIS Online for field collection is called Arc Collector. This free application can be used by Town staff to view and edit feature attributes (such as the date a water valve was exercised, accessing coordinates of a water valve, adding photos, etc.).

Estimated Cost:

The total cost for 3-4 weeks of data collection as well as implementation is estimated to be approximately **\$12,000-\$16,500.**

If you have any questions or would like to discuss elements of the project in detail please do not hesitate to contact me at (406) 522-8594.

Sincerely,
Stahly Engineering & Associates

A handwritten signature in black ink that reads "Molly Hirschi". The signature is written in a cursive, flowing style.

Molly Hirschi, CFM
GIS/Planning/Grants Department Manager

August 2, 2016

Mr. Daniel Sabolsky
Town Manager
Town of West Yellowstone
P.O. Box 1570
West Yellowstone, MT 59758

RE: Proposal to Create a GIS Database of Existing Infrastructure for the Town of West Yellowstone

Dear Mr. Sabolsky:

Based on our meeting, WWC Engineering (WWC) understands that the Town of West Yellowstone would like to inventory existing Town infrastructure and create a GIS database of existing infrastructure that can be used to locate and identify infrastructure for future use. A GIS database is very useful to municipalities as it does not just inventory and locate existing features but also maps these features so that each feature can be easily visualized. This is particularly useful when trying to answer questions from residents on infrastructure location, when reviewing existing infrastructure for capital projects, land use planning, and review of development applications. A GIS database of existing infrastructure would further assist Town employees with location, size, etc of infrastructure in their day to day duties. This will reduce maintenance costs and make employees more efficient by not wasting time searching for information.

WWC proposes to provide services for the data collection and creation of a GIS database for the Town's existing infrastructure. The proposed scope of work is outlined in the two tasks described below.

Scope of Work

Task 1. – Data Collection

As we discussed, WWC would provide services for collecting survey data of the Town's existing infrastructure including water, sanitary sewer, and storm water. This data will be collected by one of our engineers or surveyors utilizing conventional GPS methods. This allows for much more accurate data collection than a handheld GPS unit. Per our meeting, we had discussed using a handheld GPS unit for data collection. After discussing this further with our surveyors it is clear that conventional GPS data collection would be faster and much more accurate. Handheld GPS units will give you accuracy within +/- 3-ft and takes longer to gather data, whereas conventional GPS will give you +/- 0.1-ft accuracy and collects data much faster. If you are still interested in collecting your own data for this project and would like the information on the handheld GPS, we can provide you the data necessary to purchase one for yourselves.

Task 2. – Create GIS Database

Utilizing data collected by WWC or data provided by the Town, WWC will create a GIS database of the Town's existing infrastructure. The database will be created utilizing ArcGIS software and shapefiles will be provided to the Town for use in ArcGIS. WWC will provide shapefiles for water, sewer, and storm water infrastructure. WWC will also provide shapefiles of existing data for use by the Town including property boundaries and ownership information, Town boundaries, and other readily available information that the Town may deem important to include. Data included with infrastructure will include location, rim elevations, invert elevations, and infrastructure identification. WWC will work with the Town to develop system for identification of manholes, fire hydrants, and other infrastructure. Upon creation of the database and shapefiles, WWC will hand deliver the information to the Town and assist with setup and minor training of the system. GIS training, purchase of ArcGIS software, or technical support of ArcGIS software is not included in this estimate. The collection of location data for other utilities such as power, gas, telephone, cable, fiber, etc are also not included in this estimate. These services can be provided if requested on a time and materials basis. WWC will assist with questions on the database as they come up and can also assist the Town with future updates of the database.

Cost of Services

WWC proposes to conduct the work described in this proposal as provided in the following table.

| Task | Description | Estimated Cost |
|-------------|------------------------|-----------------------|
| 1 | Data Collection | \$6,500 |
| 2 | Create GIS Database | \$6,000 |
| | Total All Tasks | \$12,500 |

Project Schedule

WWC understands the weather in West Yellowstone gets unpredictable in the fall and would like to start data collection as soon as possible. WWC would be available to begin data collection by the end of August and anticipates that data collection would take a week. WWC would require the assistance from the Town Public Works Department to locate all infrastructure that needs to be included in the database. Upon completion of the data collection WWC anticipates that the GIS database can be completed and ready for review by the Town within 2 months of data collection.

Mr. Sabolsky
August 2, 2016
Page 3 of 3

The proposed GIS database project will require diligence, facilitation and timeliness of delivery. WWC is a service oriented consulting firm that goes the extra mile for our clients to ensure their needs are being met. We are here to serve you and will be available on short notice to provide services for your project. Our goal is to make sure that you are satisfied, that you have a product that will support your vision, and to provide a quality product that suits the needs of your community and stands the test of time. If you wish to collect the infrastructure data utilizing Town personnel, WWC can assist with providing information on a handheld GPS unit that the Town can purchase for use collecting data. These units typically cost \$7,500 to \$9,000 to purchase the unit with software. WWC recently purchased one from Frontier Precision in 2014 for a total cost of \$8,765. If you have any questions or require additional information, please let us know. We look forward to working with you on this project.

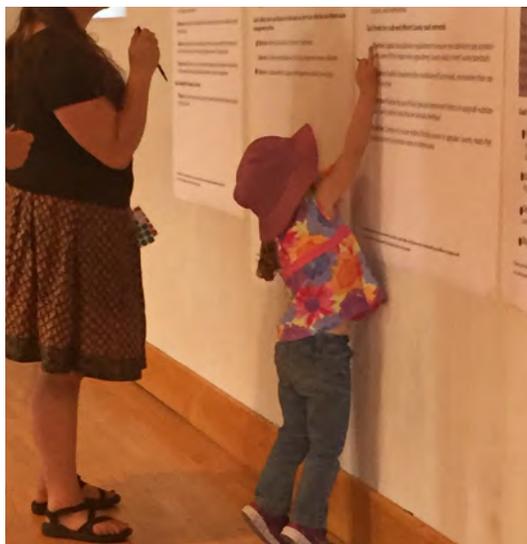
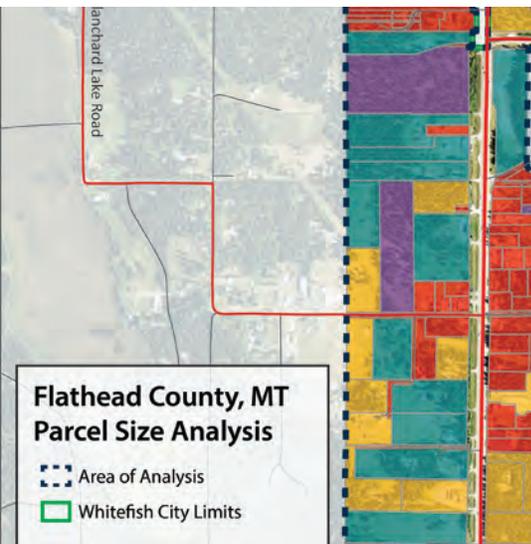
Sincerely,



Jeremy Fadness, P.E., AICP, LEED GA
Project Manager

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Company Profile





Land Solutions, LLC is a land planning consulting firm serving public and private sector clients throughout Montana. For the past 11 years we have been providing high quality, cost-effective services and community driven solutions to complex land use issues. Land Solutions employs four highly accomplished professional planners. We live and work here, traveling throughout the Montana to help local, state, tribal governments and private landowners address community development issues through a combination of research, outreach and technical planning expertise.

Services

Land Solutions meets client needs through an in-depth understanding of community development, site planning, regulatory issues and public process. We manage projects and work as subcontractors, but always focus on teamwork, timelines, budgets and results.

Public Sector Works

- Comprehensive Plans/Growth Policies
- Zoning, Subdivision and Development Codes
- Impact fee Studies
- Application Review and Documentation
- Capital Improvements Plans
- Public Outreach
- GIS mapping
- Environmental Compliance Documentation
- Grant Writing
- Parks and Recreation Planning
- Neighborhood and Special District Planning
- Downtown Revitalization Plans

Private Sector Works

- Land Use Permitting
- Subdivision Design and Entitlements
- Environmental Assessments
- Project Representation
- Zoning Amendments
- Feasibility Studies
- Agency Negotiation



Our Staff

Land Solutions is proud of our staff's dedication to the planning profession and the communities we serve. With offices in Charlo, Helena, Hamilton and Polson, we work for public and private sector clients across Montana. Our planners are highly trained and highly qualified, offering personal service and land planning expertise. We provide effective project leadership and focus on results.

Dave DeGrandpre, AICP is the Principal Planner at Land Solutions. Dave has worked as a professional planner in Montana for more than 17 years. Prior to opening Land Solutions in 2005, Dave worked as senior planner and then planning director for Lake County, Montana during a six-year period of rapid growth and development. While working for Lake County, Dave developed a comprehensive understanding of Montana subdivision law and practice, municipal and county zoning, and floodplain and lakeshore construction permitting. Through processing hundreds of development permits, Dave learned to achieve an effective balance between the rights of private parties and the public good.



During this period Dave recognized there were few Montana planning consultants who had the skills necessary to thoroughly evaluate and mitigate the potential impacts of development projects and who understood the development permitting process. He also saw the need to help communities effectively plan for growth and change in ways that align with their values, so opened Land Solutions in January of 2005. Since that time our client base has evolved. Initially we focused primarily on the private development market, helping to plan projects and acquire entitlements. Since 2012 our focus has been to assist local and state government clients with meeting the challenges of community growth and development.

Andrew Hagemeyer, AICP is a Senior Community Planner based out of Helena. Andrew has a master's degree in planning and nine years of professional experience in local government planning and community development. Andrew's professional areas of emphasis include long range community planning, zoning and subdivision codes, development review, public outreach, GIS mapping and economic development. Andrew recently formulated the public outreach program and drafted much of the content for the Helena Valley Area Plan, a major growth policy amendment for Lewis and Clark County. He is currently working on an annexation plan and subdivision regulations for the City of Deer Lodge and the Park County Growth Policy Update. Prior to joining Land Solutions Andrew worked as a current and neighborhood planner for Flathead County and also as the Denning Landscape Conservation Fellow for the National Parks Conservation Association.



Joel Nelson is a Community Planner based out of Polson. Joel possesses extensive knowledge of Montana land use laws and has a keen eye for detail. Joel develops GIS maps, updates zoning and subdivision regulations, and supports Land Solutions' growth policy planning and private development efforts. Joel recently updated the subdivision regulations and drafted an annexation plan for Miles City and updated zoning regulations for the Town of Fairview. He is currently working to update Miles City's zoning and process development permits for Lake County. Prior to joining Land Solutions, Joel worked for eight years as a planner and then planning director for Lake County, Montana, where he administered zoning, subdivision, lakeshore and floodplain permit reviews, and facilitated numerous public hearings and meetings.



Matthew Rohrbach is a Community Planner based in Hamilton. Matthew specializes in long range planning, downtown redevelopment, transportation planning, GIS analysis, economic development and community design. Matthew has a keen understanding of the land use, transportation and economic challenges facing small cities and towns in Montana. Matthew is also highly proficient in data analysis and graphic design. Matthew recently led the update of the Miles City Growth Policy and is currently working on a growth policy update for the Town of Stevensville. He led the development of the Glasgow Downtown Plan and played a critical role on the Thompson Falls Downtown Plan. Prior to joining Land Solutions, Matthew worked as transportation and economic development planner in Washington and Oregon.



Representative Projects

City of Deer Lodge

Growth Policy, Subdivision Regulations and Annexation Policy

Land Solutions has recently completed multiple projects for the City of Deer Lodge. The process started with a major revision to the City's Growth Policy. The plan included a downtown revitalization strategy focusing on the Main Street Four Point Approach to easily integrate implementation with the efforts of the local Main Street organization. Key recommendations in the document include developing an organization with capacity and secure funding to lead implementation, capitalizing on Deer Lodge's unique cultural and historical assets, and also creating physical connections from downtown to the Clark Fork River and residential neighborhoods. Other key aspects of the update included flood control recommendations, parks planning and capacity building within existing organizations. As part of implementing the Growth Policy, Land Solutions drafted and led the adoption of the City's new subdivision regulations, and developed an annexation strategy for the community.



Missoula County

Growth Policy

While the City of Missoula is known across Montana as a bastion of liberal thinking, the unincorporated areas of Missoula County are more typical of rural areas of the state; independent communities with a history of natural resource use and a don't-tread-on-me mindset. Land Solutions was hired to lead a team of consultants that worked closely with county planners to weave vastly different perspectives into a full update of the County's growth policy.



The project team designed and facilitated three rounds of public outreach meetings: first, to identify the key issues the unincorporated communities are facing; second, to determine whether the draft goals and objectives are in line with the aspirations of residents and business owners; and third, to see if the action plan steps intended to meet the goals and objectives represent the will of the people and can be effectively carried out.



City of Polson

Development Code

Located in northwest Montana on the south shore of Flathead Lake, the City of Polson and Lake County share a planning area and one set of zoning and subdivision regulations. The Polson Development Code was originally adopted in 1993 and was not updated to keep up with legislative changes. The PDC was difficult to work with and required flipping back and forth among multiple sections when trying to figure out how to address a land use issue. The permit processes were not compliant with state law and the regulations needed to be amended to help implement the goals of the growth policy.



Land Solutions was hired to modernize and clarify the regulations and to help achieve other community planning goals such as providing areas for affordable housing. We brought the code up to date and developed clear, straight forward language with regard to permitted and conditional uses, variances, use districts, permit processing, and how the city and county would interact on various issues. We produced a clear, modern zoning map and worked with community officials throughout the regulations development and vetting process.

Lewis and Clark County

Growth Policy, Neighborhood Planning and Zoning Revisions

In the fall of 2013, Lewis and Clark County hired Land Solutions to assist in a variety of long range planning services on an ongoing basis. For years, Lewis and Clark County has struggled to manage brisk growth rates in the Helena Valley. With few regulatory tools in place, the county has resorted to education and outreach to address impacts of the sprawling development. Between 2013 and 2016, Land Solutions helped the County completely reshape their approach to planning by drafting a new growth policy, revising existing zoning, drafting a new zoning district and completing a neighborhood plan.

Land Solutions drafted a major revision to the Part I Zoning Code. The existing hodge-podge make-up of the zoning was a challenge to administer for the county planning department, affecting their ability to provide high quality service to the public. Land Solutions closely reviewed the details of each district, providing an objective rationale to combine the districts from 54 to 14. Next, Land Solutions drafted a new ordinance with consistent language, definitions, bulk and dimensional requirements, uses and administrative processes.

For the Growth Policy, Land Solutions took the lead in developing innovative policy solutions to address some of the most complicated growth considerations in the state. In January of 2015, Lewis and Clark County released the Key Issues Report, a detailed analysis of the constraints to development in the Helena Valley and policy options to overcome them. In 2016, the full Helena Valley Area Plan was completed, which provided detailed recommendations focusing on infrastructure improvements, zoning controls, subdivision regulation revisions, and public outreach to address the Helena Valley's most pressing needs. As apart of the plan's implementation, Land Solutions drafted a new density based zoning for the rural areas.

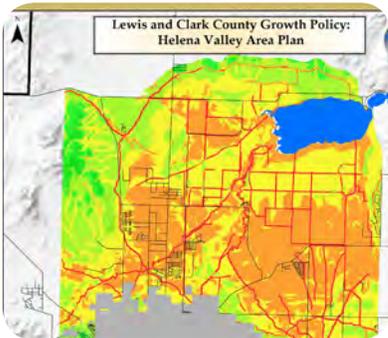
Land Solutions also completed the Valley Heights Neighborhood Plan. This plan evaluated the appropriateness of different land uses and densities based and the area's infrastructure and physical constraints. The Lewis and Clark County Planning Department intends to use the plan as a template for future neighborhood planning efforts.

Thompson Falls

Downtown Master Plan

Land Solutions assisted the City of Thompson Falls with development of a downtown master plan. The plan serves as a guide for improving the economic conditions and aesthetic aspects of downtown Thompson Falls. The plan addresses promotion, physical design and connections to the Clark Fork River and U.S. Forest Service lands. In order to provide a document that was useful for the City, Land Solutions created a plan that is action oriented, with specific short, medium and long-term actions to achieve the City's goals and objectives for improving downtown.

To ensure the final plan met the City's and the public's expectations, the planning process emphasized close coordination with the City of Thompson Falls and the Thompson Falls Downtown Committee. This included regular check-ins, progress reports, open houses, a project website, and opportunities for the City, the Downtown Committee and the public to review and provide guidance on plan deliverables as they became available. Through close coordination with our client and the public, we were able to proactively address issues as they arose, resulting in a process that was on-time, on-budget, transparent, and reflective of the community's aspirations for their downtown.





Dave DeGrandpre
AICP
Principal Planner

36708 Leon Road
Charlo, MT 59824
406-885-7526
landsolutions@blackfoot.net

AREAS OF SERVICE

- » Project management
- » Zoning codes
- » Annexation and extension of services plans
- » Impact fees
- » Downtown plans
- » Public outreach
- » Economic development
- » Direct assistance to local communities
- » Subdivision regulations based on state model
- » Buildings for lease or rent
- » Growth policies
- » Capital improvement plans
- » Templates, model documents, and white papers

EDUCATION

- December 2004**
- » Bachelor of Arts,
Environmental Studies
University of Montana
- Masters level coursework in Public Administration**

AFFILIATIONS

- » **Montana Association of Planners Board of Directors, 2011 - Present**
- » **American Institute of Certified Planners, 2012 - Present**
- » **Montana Economic Developers Association, 2014 - Present**

WORK EXPERIENCE

January 2005 - Present

Land Solutions - Charlo, MT

Principal Planner

- » Manage projects including scheduling, budgeting, coordinating multiple tasks, quality control, and client coordination
- » Provide land use planning technical assistance to local officials and planning staff throughout Montana
- » Write long range planning documents including growth policies, annexation plans, downtown master plans, and parks and trails plans
- » Design and conduct public outreach efforts based on community needs and budgets in urban and rural communities
- » Draft zoning and subdivision regulations for cities and counties
- » Assist private land development efforts by performing environmental analysis, compiling development applications and acquiring permits

January 1999 - December 2004

Lake County Planning Department - Polson, MT

Senior Planner and Planning Director

- » Researched and wrote Lake County Growth Policy
- » Developed and updated municipal and county zoning and subdivision regulations
- » Processed hundreds of zoning and subdivision permit applications while emphasizing technical accuracy, legal defensibility and customer service
- » Worked effectively with elected and appointed officials, applicants, attorneys, consultants, the public and agency personnel



Andrew Hagemeyer

AICP

Senior Community Planner

- ✉ PO Box 215
Helena, MT 59624
- ☎ 406-502-1616
- @ landsolutions2@blackfoot.net

AREAS OF SERVICE

- » Public outreach
- » Community visioning
- » Downtown plans
- » Growth policies
- » Zoning codes
- » Community development
- » Collaborative processes
- » Subdivision regulations
- » Direct assistance to local communities
- » Trainings and workshops
- » Buildings for lease or rent
- » Capital improvement plans
- » Annexation and extension of services plans
- » Templates, model documents, and white papers

EDUCATION

- May 2007**
 - » Master of Science, Planning
University of Arizona
- May 2001**
 - » Bachelor of Science,
Resource Conservation
University of Montana

AFFILIATIONS

- » **Montana Association of Planners Board of Directors (President), 2013 - Present**
- » **American Institute of Certified Planners, 2009 - Present**
- » **American Planning Association, 2007 - Present**

WORK EXPERIENCE

July 2012 - Present

Land Solutions - Helena, MT

Senior Community Planner

- » Write and develop GIS maps for long range planning projects including growth policies, downtown revitalization plans, economic development strategies, and neighborhood plans
- » Draft zoning and subdivision regulations and annexation plans in both rural and urban communities
- » Provide land use planning technical assistance to local officials and planning staff throughout Montana

July 2011 - December 2012

National Parks Conservation Association -

Whitefish, MT

Denning Landscape Conservation Fellowship

- » Organized, initiated the creation, and established operating parameters of a diverse collaborative partnership whose mission was to create a vision for land management on the Flathead National Forest
- » Organized and wrote an original economic report focusing on unique strengths that give communities in Montana an edge in attracting footloose businesses in a competitive global economy
- » Analyzed demographic and economic data in relation to academic research to identify trends in regional economies

May 2007 - December 2010

Flathead County - Kalispell, MT

Planner II

- » Provided leadership in high profile, complex planning projects in rural communities and at the regional and neighborhood scale
- » Utilized advanced GIS and other visual tools and techniques as tools to build public support for projects goals and effectively shape public policy



Joel Nelson
Community Planner

PO Box 72
Polson, MT 59860
406-261-3021
joel.landsolutions@blackfoot.net

AREAS OF SERVICE

- » Direct assistance to local communities
- » Trainings and workshops
- » Subdivision regulations based on state model
- » Buildings for lease or rent
- » Growth policies
- » Capital improvement plans
- » Zoning codes
- » Annexation and extension of services plans
- » Public outreach
- » Economic development
- » Templates, model documents, and white papers

EDUCATION

- May 2004**
 - » Bachelor of Arts, Geography
University of Montana
- June 1999**
 - » Associate of Arts
Spokane Falls Community College

AFFILIATIONS

- » Montana Association of Planners
- » American Planning Association

WORK EXPERIENCE

December 2013 - Present

Land Solutions - Polson, MT
Community Planner

- » Create zoning, subdivision, annexation and long range planning documents and GIS maps for communities to attain compliance with state law and that fit each community's circumstances
- » Work with local government officials on day-to-day land use planning operations and development project review

July 2010 - December 2013

Lake County Planning Department - Polson, MT
Planning Director

- » Managed regulatory programs including zoning, airport affected area, subdivision, lakeshore construction and floodplain management
- » Developed and reviewed new airport affected area and other land use regulations and updates
- » Led public meetings with numerous boards and committees; managed all aspects of public meetings including proper notice, agendas, minutes and record keeping
- » Hired, managed, and trained planning staff to follow proper administrative procedures, understand local regulations and state law, and work with volunteer boards and elected officials

June 2005 - July 2010

Lake County Planning Department - Polson, MT
Planner

- » Administered regulatory programs including zoning, subdivision, lakeshore construction and floodplain management
- » Reviewed subdivision plats, certificates of surveys, title documents, easements, deeds, right-of-way and other land documents in coordination with the Lake County Attorney's Office and Clerk & Recorder



Matthew Rohrbach

Community Planner

 803 S 3rd St
 Hamilton, MT 59840
 406-647-0563
 matthew.landsolutions@blackfoot.net

AREAS OF SERVICE

- » Public outreach
- » Growth policies
- » Downtown plans
- » Transportation plans
- » Non-motorized transportation
- » Community development
- » Community visioning
- » Market analysis
- » Zoning codes
- » Community organization
- » Annexation and extension of services plans
- » Impact fees
- » Templates, model documents, and white papers

EDUCATION

June 2011

- » Master of Urban and Regional Planning
Portland State University

May 2006

- » Bachelor of Arts, Geography
University of Montana

AFFILIATIONS

- » Bike Walk Montana Board of Directors,
2015 - Present
- » Bike Walk Bitterroot Board of Directors (President),
2015 - Present
- » American Planning Association,
2007 - Present

WORK EXPERIENCE

November 2014 - Present

Land Solutions - Hamilton, MT

Community Planner

- » Work with Montana communities to develop growth policies and downtown revitalization plans, incorporating community design and transportation planning
- » Provide GIS mapping and graphic design services
- » Analyze demographic, economic, and land use data for cities and counties
- » Develop economic development strategies for rural communities
- » Public outreach surveys, newsletters, postcards, project websites and meeting facilitation

August 2012 - December 2013

Puget Sound Regional Council - Seattle, WA

Associate Planner

- » Facilitated meetings among traffic engineers to coordinate traffic signal operations between jurisdictions in the Puget Sound region
- » Worked with transportation providers to develop goals and strategies for delivering transportation services to seniors and individuals with a disability
- » Developed performance measures to monitor whether objectives were being met in the Puget Sound region's transportation plan

October 2009 - July 2011

Metro - Portland, OR

Transportation Planner

- » Analyzed demographic, economic and land use data in an effort to prioritize federal funding for local transportation projects
- » Identified transportation management strategies for reducing greenhouse gas emissions

CONSULTING AGREEMENT
LAND PLANNING SERVICES

- Growth Policy
- Subdivision
 Regs
- Zoning

THIS CONSULTING AGREEMENT (the "Agreement") is made and entered into this ___th day of _____, 2016, by and between the Town of West Yellowstone, Montana, hereinafter referred to as "Client," and Land Solutions, LLC, a Montana limited liability company, hereinafter referred to as "Consultant".

RECITALS

A. Client desires for Consultant to provide certain land planning consulting services in connection with the activities described in Exhibit A, Scope of Services, and Exhibit B, "Tasks, Timeline and Costs" spreadsheet , on behalf of Client, and Consultant desires to perform such services for Client.

B. Both Client and Consultant desire to set forth in writing the terms and conditions of their agreement.

NOW THEREFORE, in consideration of the premises hereof and the mutual covenants and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1

CONSULTING SERVICES

1.1 On the terms and conditions set forth herein, Client hereby engages Consultant to perform certain services described in Exhibit A and Exhibit B. Consultant agrees to use its best efforts in the performance of the Services and will execute these Services in compliance with state and federal law.

1.2 Consultant will report to the West Yellowstone Town Manager.

Section 2

TERM OF AGREEMENT

2.1 The term of this Agreement shall commence on the date hereof and shall continue until completion of all required tasks as set out on Exhibit A and Exhibit B, not to exceed two years or until termination by either party, whichever comes first. Consultant's services shall consist of specific tasks and shall be performed at mutually agreeable times on an as-needed basis.

Section 3

COMPLIANCE

3.1 Consultant shall be an independent contractor. Nothing in this Agreement shall be construed to create any other relationship. Client will furnish direction to the Consultant, only; means and methods are matters within the Consultant's discretion within the parameters of state law and applicable land use policies and ordinances.

3.2 As a part-time contractor, Consultant is not eligible for health or disability insurance, retirement benefits, or other welfare or pension benefits under the terms of Client's plans and programs.

3.3 Consultant warrants that Consultant will retain in full force and effect worker's compensation insurance and unemployment insurance as required by the state of Montana, and also general commercial liability and professional errors and omissions insurance with single limits of \$1,000,000 per occurrence and \$2,000,000 per aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Consultant. Consultant will name the Town as an additional insured, will provide Client with its EIN number and a copy of the Certificate of Insurance before any payment for work is due.

Section 4

COMPENSATION

4.1 Client agrees to pay Consultant up to and not exceeding the amounts shown below and as detailed in Exhibit A and Exhibit B.

| | |
|--------------------------|----------|
| Growth Policy Update: | \$35,525 |
| Subdivision Regulations: | \$8,510 |
| Zoning Update: | \$32,045 |

Consultant shall invoice on a monthly basis or as otherwise acceptable to both parties. Invoices shall detail dates and hours worked and tasks performed. Client shall pay Consultant within 30 days of receiving each invoice. Client shall reimburse consultant for mileage at the rate of \$0.57 per mile.

Section 5

OWNERSHIP OF DOCUMENTS

5.1 Consultant agrees that all information, analyses, methods, reports, and other data or materials generated or developed by Consultant under this Agreement or furnished by Client to Consultant shall be and remain the property of Client. Further, Consultant agrees to furnish to Client any such information, analyses, methods, report, data, materials, or final work products.

Section 6

RETURN OF MATERIALS

6.1 Upon the request of Client, Consultant shall surrender to Client all memoranda, notes, records, drawings, plans, correspondence and other documents or materials pertaining to the methods employed by Client or furnished by Client to Consultant. Consultant may keep personal copies of all work products developed for Client by Consultant during the term of Consultant's engagement.

Section 7

SCOPE OF AGREEMENT

7.1 This Agreement is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject matter hereof. This Agreement may be amended only in writing signed by the parties to this Agreement.

7.2 For purposes of enforcing this Agreement, all sections of this Agreement, except Section 4.1, shall be construed as covenants independent of one another and as obligations distinct from all other contracts and agreements between the parties hereto.

Section 8

NOTICES

8.1 Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery, U.S. mail, or by email notification.

If to Client:

Daniel Sabolsky
P.O. Box 1570
West Yellowstone, MT 59758
646-7795 (office) or 640-1472 (cell)
dsabolsky@townofwestyellowstone.com

If to Consultant:

Dave DeGrandpre
Land Solutions, LLC
36708 Leon Road
Charlo, MT 59824
Phone: 644-2658 (office) or 885-7526 (cell)
Email: landsolutions@blackfoot.net

Section 9

TERMINATION

10.1 This Agreement may be terminated by either party with thirty (30) days written notice to the other party. In the event of termination under this Section by either party, Client shall be obliged to compensate Consultant at the rate established herein for services performed prior to the date of such termination.

Section 10

GOVERNING LAW; DISPUTE RESOLUTION

11.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Montana. The parties agree that they will use their best efforts to amicably resolve any dispute arising out of or relating to this Agreement. Any controversy, claim or dispute that

cannot be so resolved shall be settled in the District Court of Gallatin County, Bozeman, Montana.

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

Town of West Yellowstone

By: Daniel Sabolsky, Town Manager



By: Dave DeGrandpre
Managing Member, Land Solutions, LLC

EXHIBIT A (to be attached to Consulting Agreement)

SCOPE OF SERVICES

October 13, 2016

GROWTH POLICY UPDATE *November 2016 – July 2017*

Task 1 Background Research and Identification of Priority Issues

1.1 Land Solutions and Northern Rocky Mountain Economic Development District (NRMEDD) will review and assess the current draft growth policy, capital improvements plan, housing needs assessment and plan, water and sewer study, Yellowstone Historic Center strategic plan, zoning, economic development information, adopted policies and other significant background documents. Relevant sections of these documents will be compiled to form part of the foundation for the Growth Policy Update.

1.2 Land Solutions will prepare for and meet with West Yellowstone city staff, the Planning Advisory Board and the public to identify priority issues that will be the focus of the Growth Policy Update. Meetings with city staff will occur during regular business hours. A meeting with the Planning Advisory Board will occur during the evening, with the public invited to attend and participate. Prior to the meeting we will draft a press release and work with local media to publicize the meeting.

1.3 Land Solutions and NRMEDD will meet with key stakeholders and community groups. In order to do this, West Yellowstone staff and the Planning Advisory Board should prepare a list of key stakeholders to interview (e.g. city staff, lenders, local officials) and community groups (e.g. chamber of commerce, WYED, West Yellowstone Foundation) to meet with. The purposes of this sub-task are to identify important issues and community needs, introduce the project to key stakeholders and groups, and invite them to engage in the planning process.

For this sub-task, two Land Solutions planners would meet with as many individuals and groups as possible over a two day period. Additional phone interviews may be conducted. One NRMEDD staff member will meet with downtown business owners to identify strengths, weaknesses, opportunities and threats, among other items. During this time in West Yellowstone, Land Solutions' planners will conduct field work focusing on existing land uses, parking, architectural styles and other subjects.

1.4 Land Solutions will develop and maintain a project website. The website will initially include a description of the project, a schedule, project contacts, and a way for members of the public to submit comments and contact information so they can receive updates. As the project moves forward, draft documents and other content will be added, and email blasts and hard copies will

be sent out to those who requested to be kept informed. It would also be helpful if at this point West Yellowstone officials could generate a list of known interested parties and email addresses to alert to the presence of the website.

Deliverables:

- Memorandum summarizing key issues and findings.
- Project website.

Task 2 Develop the Existing Conditions, Trends and Projections Section

2.1 As per Montana Code Annotated 76-1-601, Land Solutions, working in concert with the Gallatin County GIS Department and NRMEDD, will provide maps and text describing an inventory of the existing characteristics, trends and projections for land use, population, housing needs, economic factors, local services, public facilities, natural resources, wildland urban interface, sand and gravel resources, and other characteristics and features. The intent is to make use of existing information where possible, such as the draft growth policy, water and sewer study and the housing needs assessment and housing plan. Land Solutions will research and provide analysis of various demographic, housing, local services, public facilities and natural resource issues. NRMEDD will provide an analysis of economic characteristics and development issues, and the Gallatin County GIS Department will produce maps under the guidance of Land Solutions.

The maps are planned to include, but not be limited to, general location, land ownership, zoning districts, water and sewer facilities, sand and gravel resources, wildland urban interface, wetlands and water bodies, land use by tax classification, parking facilities, 80-acre annexation area and potentially others. At this time it is not expected that Gallatin County GIS will be requested to perform analysis.

Land Solutions will conduct internet research, phone calls and correspondence with service providers such as fire districts, housing and social service providers, and others to gain an understanding of current conditions, recent trends and to project needs for the various subjects that growth policies must cover. This sub-task will result in a chapter of the growth policy update that will hone in on key issues using a combination of text, maps and graphics. Instead of being encyclopedic, it will provide a snapshot that includes several maps (e.g., parks and trails, parking facilities) and graphics intended to minimize text and provide an intuitive and easy to understand picture of key issues and trends.

Deliverables

- Draft Conditions, trends and projections section with text, maps and graphics in digital format.

Task 3 Draft and Vet Goals and Objectives

3.1 Based on the results of previous tasks, Land Solutions and NRMEDD will draft goals and objectives as per 76-1-601(3)(a), MCA for review by city staff, the Planning Advisory Board and the public at a meeting in West Yellowstone. Land Solutions will post the draft goals and objectives on the project website and email or hard copies sent out to those who have expressed interest in the project.

3.2 Land Solutions will prepare for and hold a community meeting to vet the goals and objectives. To generate interest, NRMEDD staff will draft press releases and posters and work with the media to publicize the meetings. NRMEDD staff will print and display posters in high traffic areas, and will send out an email blast to interested parties.

Prior to the meeting, Land Solutions will draft a meeting outline/agenda and develop an introductory presentation and displays to orient participants to the project and purpose of the meetings. We will draft a press release and work with the media to publicize the event. At the meetings, Land Solutions will facilitate vetting of the draft goals and objectives.

3.3 Land Solutions will document results from the meeting and revise the goals and objectives.

Deliverables

- Vetted and revised goals and objectives.

Task 4 Draft the Growth Policy Document

4.1 Land Solutions, with assistance from NRMEDD and Gallatin County GIS, will produce a complete Growth Policy. Under this task the project team will develop:

- A vision statement.
- An introductory narrative describing where the city is today, where it wants to be tomorrow, and how it plans to get there.
- A parking plan.
- A future land use map.
- A discussion of the primary review criteria for subdivisions and how public hearings will be conducted [76-1-601(3)(h)(i) and (ii) and 76-1-601(3)(h)(i), MCA].
- A discussion of how the city does and will coordinate with other governments and government agencies [76-1-601(3)(g)(ii), MCA].
- An implementation plan that includes text related to how and under what circumstances the Growth Policy may be reviewed and revised, and also any policies, regulations and other measures to be implemented in order to achieve the goals and objectives [76-3-601(3)(f) and 76-3-601(3)(d), MCA].
- A strategy for development, maintenance, and replacement of public infrastructure [76-1-601(3)(e), MCA].
- A table of contents, resolutions page, sources cited, and other sections as necessary.

- Other elements as identified during previous tasks.

Deliverables

- Draft West Yellowstone Growth Policy Update in digital format.

Task 5 Public Review and Adoption

- 5.1** Under Montana law, the Planning Board is required to hold a public hearing and make a recommendation by resolution on the Growth Policy. One public hearing before the Planning Advisory Board is anticipated. Land Solutions will publish notice of the hearing, send out an email blast to interested parties, develop a report with findings of fact and a recommendation, and post the document on the project website. We will also develop a resolution of adoption for the Board's use.

Land Solutions will develop a presentation introducing and providing key information on the project, and by facilitating general Board deliberation and review of public comments. Following the public hearing, Land Solutions will amend the draft. If changes to maps are needed, Gallatin County GIS will provide amended maps.

- 5.2** The City Council is anticipated to hold two readings/public hearings. Land Solutions will publish notice of the hearings and send out an email blast to interested parties and produce a resolution of intent and a resolution of adoption as per 76-1-604, MCA. Land Solutions will facilitate the City Council review and adoption process by providing a presentation of the Growth Policy in general and changes that have been made through the public hearing process. We will facilitate Council deliberation and review of public comment. Following adoption, Land Solutions will amend the draft as necessary and provide a final, adopted document in PDF and Microsoft Word to West Yellowstone staff.

Deliverables

- Meeting notices, resolutions, adopted Growth Policy Update

Total Estimated Cost for Growth Policy: \$35,525

SUBDIVISION REGULATIONS *November 2016 – March 2017*

Task 1 Draft Subdivision Regulations

- 1.1** Land Solutions will draft subdivision regulations meeting Montana statutory requirements. The product of this task will be draft regulations that comply with Montana Code Annotated Title 76, Parts 1 through 6, and includes definitions, administrative provisions, submittal requirements, subdivision review procedures, infrastructure design standards, recreational vehicle and mobile home standards, and sections covering condominiums and exempt land divisions (boundary line adjustments, lot aggregations, etc.). The regulations will include easy to understand flow charts

to show applicants and reviewers the typical review processes, and include sketches showing typical street, utility and lot requirements.

During the drafting phase it will be critical to work with the city's public works officials and/or consulting engineer to create design and improvement standards (streets, sidewalks, etc.) that would either be incorporated into the subdivision regulations or adopted by reference. The regulations will also include administrative materials such as application forms, requirements for environmental assessments, sample certificates to be placed on plats, etc.

Deliverable

- Draft subdivision regulations meeting Montana statutory requirements in PDF and Word formats.

Task 2 Public Review, Revision and Adoption

- 2.1** Land Solutions will draft and publish legal notice, adoption resolutions or ordinance, and facilitate adoption of the subdivision regulations and a fee schedule. Land Solutions will also draft a report and findings of fact for Council adoption demonstrating the regulations meet the requirements of 76-3-501, MCA. Under 76-3-503, MCA, only the governing body (City Council) is required to hold a public hearing on the adoption of subdivision regulations so only one public hearing is anticipated. Land Solutions will schedule the public hearing along with a trip to West Yellowstone for the Growth Policy so no expenses for travel time, mileage, etc. are anticipated. During the hearing and adoption process, some revisions can be expected.

Deliverables

- Legal notice
- Resolutions/ordinances
- Adopted subdivision regulations
- Fee schedule

Total Estimated Cost for Subdivision Regulations: \$8,510

ZONING UPDATE *May 2017 – April 2018 (This timeframe could be reduced by 2-3 months if the City chooses not to seek grant funds.)*

Task 1 Seek Grant Funds

- 1.1** Land Solutions will prepare and submit a Community Development Block Grant application to the Montana Department of Commerce. These grants require \$1 local match for every \$3 in grant funds. The Department of Commerce will require a statement from the City Council indicating a commitment to the match. The application window typically opens on July first and grants are typically awarded in August or September. Once the grant is awarded, the local government contracts with the CDBG program.

Deliverable

- Submitted grant application

Task 2 Draft Zoning Regulations and an Updated Zoning Map

- 2.1** The updated zoning regulations will build off of the current zoning and future land use map and policy statements contained in the updated Growth Policy. The regulations are anticipated to contain elements of traditional zoning combined with standards for building form. This hybrid code would contain different architectural design elements for different areas of the City (e.g. commercial areas, residential areas). It would also include standard elements such as administrative provisions, permit review and enforcement, zoning districts or transects (to be determined), definitions and standards for parking, lighting and other elements. Further, it is also likely to incorporate some of the City's current policies so those can be rescinded. An updated zoning map (which may be produced by Gallatin County GIS) and illustrations will be included with the zoning. Once the first draft is complete, a copy will be submitted to the CDBG program in order for the City to obtain a drawdown of grant funds.

Deliverable

- Draft zoning text, map and illustrations in digital format

Task 3 Public Review and Adoption

- 3.1** Land Solutions will present the draft zoning regulations, map and illustrations to the (to be formed) West Yellowstone Zoning Commission, city staff and the public. This meeting will be a work session where Land Solutions will identify significant elements of the draft and facilitate discussion. Following the meeting, Land Solutions will make revisions to the documents. Land Solutions will also provide bylaws and procedures for the Zoning Commission's use in conducting public hearings and reviewing zoning amendments.
- 3.2** Land Solutions will publish notice and facilitate a public hearing by the Zoning Commission. Prior to the hearing, we will draft a report for the Zoning Commission to adopt demonstrating compliance of the zoning with Montana's municipal zoning statutes. Following the hearing, Land Solutions will revise the zoning and report as requested.
- 3.3** Land Solutions will publish notice and facilitate a public hearing with City Council. Land Solutions will identify significant elements of the draft and facilitate discussion. Land Solutions will also prepare an ordinance for adoption. If requested, Land Solutions will attend the second reading, then modify the zoning as requested and publish final zoning text, map and illustrations.

Deliverables

- Legal notices
- Ordinance
- Final zoning text, map and illustrations

Total Estimated Cost for Zoning Regulations: \$32,045

**Exhibit B
Tasks, Timeline and Cost
October 13, 2016**

| TASKS | LS Hrs | NRMEDD Hrs | Direct Costs | Total Cost | November | December | Jan-17 | February | March | April | May | June | July | August | September | October | November | December | Jan-18 | February | March | April | May | |
|---------------------------------------|---|---|---|-----------------|----------|----------|--------|----------|-------|-------|-----|------|------|--------|-----------|---------|----------|----------|--------|----------|-------|-------|-----|--|
| | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | Public Review, Revision and Adoption | | | | | | | | | | | | | | | | | | | | | | | |
| 2.1 | Public hearing, revision and adoption | 12 | | | | | | | | | | | | | | | | | | | | | | |
| | <i>Deliverables: Hearing notice, resolutions/ordinance, adopted subdivision regulations</i> | | | | | | | | | | | | | | | | | | | | | | | |
| Subtotal | | | | \$1,110 | | | | | | | | | | | | | | | | | | | | |
| SUBDIVISION REGULATIONS TOTALS | | 92 | | \$8,510 | | | | | | | | | | | | | | | | | | | | |
| ZONING UPDATE | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | Seek Grant Funds | | Note: Up to 75% of the cost of the zoning update could be covered by a CDBG grant. However, this slows down the zoning update by 2-3 months | | | | | | | | | | | | | | | | | | | | | |
| 1.1 | Prepare and submit a CDBG planning grant application | 12 | | | | | | | | | | | | | | | | | | | | | | |
| | <i>Deliverable: Submitted planning grant application</i> | | | | | | | | | | | | | | | | | | | | | | | |
| Subtotal | | 12 | | \$1,110 | | | | | | | | | | | | | | | | | | | | |
| 2 | Draft Zoning Regulations and an Updated Zoning Map | | | | | | | | | | | | | | | | | | | | | | | |
| 2.1 | Draft Zoning Regulations and an Updated Zoning Map | 150 | | \$2,500 | | | | | | | | | | | | | | | | | | | | |
| | <i>Deliverables: Draft regulations and map, revisions</i> | | | | | | | | | | | | | | | | | | | | | | | |
| Subtotal | | 150 | | \$20,100 | | | | | | | | | | | | | | | | | | | | |
| 3 | Public Review and Adoption | | | | | | | | | | | | | | | | | | | | | | | |
| 3.1 | Work session with Zoning Commission | 12 | | \$1,500 | | | | | | | | | | | | | | | | | | | | |
| 3.2 | Zoning Commission public hearing, revisions | 20 | | \$1,000 | | | | | | | | | | | | | | | | | | | | |
| 3.3 | City Council public hearing(s), revisions | 20 | | \$1,000 | | | | | | | | | | | | | | | | | | | | |
| | <i>Deliverables: Legal notices, ordinance, final zoning</i> | | | | | | | | | | | | | | | | | | | | | | | |
| Subtotal | | 52 | | \$10,835 | | | | | | | | | | | | | | | | | | | | |
| ZONING UPDATE TOTALS | | 214 | | \$32,045 | | | | | | | | | | | | | | | | | | | | |
| Total estimated costs, all projects | | \$76,080 without CDBG grant. \$52,879 with CDBG grant | | | | | | | | | | | | | | | | | | | | | | |
| Approximate FY 16-17 | | \$45,145 | | | | | | | | | | | | | | | | | | | | | | |
| Approximate FY 17-18 | | \$30,935 without CDBG grant. \$7,734 with CDBG grant | | | | | | | | | | | | | | | | | | | | | | |



CONSULTING AGREEMENT
LAND PLANNING SERVICES

80 Acres

THIS CONSULTING AGREEMENT (the "Agreement") is made and entered into this ___th day of _____, 2016, by and between the Town of West Yellowstone, Montana, hereinafter referred to as "Client," and Land Solutions, LLC, a Montana limited liability company, hereinafter referred to as "Consultant".

RECITALS

A. Client desires for Consultant to provide certain land planning consulting services in connection with the activities described in Exhibit A, Scope of Services, and Exhibit B, "Tasks, Timeline and Costs" spreadsheet , on behalf of Client, and Consultant desires to perform such services for Client.

B. Both Client and Consultant desire to set forth in writing the terms and conditions of their agreement.

NOW THEREFORE, in consideration of the premises hereof and the mutual covenants and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1

CONSULTING SERVICES

1.1 On the terms and conditions set forth herein, Client hereby engages Consultant to perform certain services described in Exhibit A and Exhibit B. Consultant agrees to use its best efforts in the performance of the Services and will execute these Services in compliance with state and federal law.

1.2 Consultant will report to the West Yellowstone Town Manager.

Section 2

TERM OF AGREEMENT

2.1 The term of this Agreement shall commence on the date hereof and shall continue until completion of all required tasks as set out on Exhibit A and Exhibit B, not to exceed two years or until termination by either party, whichever comes first. Consultant's services shall consist of specific tasks and shall be performed at mutually agreeable times on an as-needed basis.

Section 3

COMPLIANCE

3.1 Consultant shall be an independent contractor. Nothing in this Agreement shall be construed to create any other relationship. Client will furnish direction to the Consultant, only; means and methods are matters within the Consultant's discretion within the parameters of state law and applicable land use policies and ordinances.

3.2 As a part-time contractor, Consultant is not eligible for health or disability insurance, retirement benefits, or other welfare or pension benefits under the terms of Client's plans and programs.

3.3 Consultant warrants that Consultant will retain in full force and effect worker's compensation insurance and unemployment insurance as required by the state of Montana, and also general commercial liability and professional errors and omissions insurance with single limits of \$1,000,000 per occurrence and \$2,000,000 per aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Consultant. Consultant will name the Town as an additional insured, will provide Client with its EIN number and a copy of the Certificate of Insurance before any payment for work is due.

Section 4

COMPENSATION

4.1 Client agrees to pay Consultant up to and not exceeding the amounts shown below and as detailed in Exhibit A and Exhibit B.

Site Plan for 80-acre property: \$14,900

Consultant shall invoice on a monthly basis or as otherwise acceptable to both parties. Invoices shall detail dates and hours worked and tasks performed. Client shall pay

Consultant within 30 days of receiving each invoice. Client shall reimburse consultant for mileage at the rate of \$0.57 per mile.

Section 5

OWNERSHIP OF DOCUMENTS

5.1 Consultant agrees that all information, analyses, methods, reports, and other data or materials generated or developed by Consultant under this Agreement or furnished by Client to Consultant shall be and remain the property of Client. Further, Consultant agrees to furnish to Client any such information, analyses, methods, report, data, materials, or final work products.

Section 6

RETURN OF MATERIALS

6.1 Upon the request of Client, Consultant shall surrender to Client all memoranda, notes, records, drawings, plans, correspondence and other documents or materials pertaining to the methods employed by Client or furnished by Client to Consultant. Consultant may keep personal copies of all work products developed for Client by Consultant during the term of Consultant's engagement.

Section 7

SCOPE OF AGREEMENT

7.1 This Agreement is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject matter hereof. This Agreement may be amended only in writing signed by the parties to this Agreement.

7.2 For purposes of enforcing this Agreement, all sections of this Agreement, except Section 4.1, shall be construed as covenants independent of one another and as obligations distinct from all other contracts and agreements between the parties hereto.

Section 8

NOTICES

8.1 Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery, U.S. mail, or by email notification.

If to Client:

Daniel Sabolsky
P.O. Box 1570
West Yellowstone, MT 59758
646-7795 (office) or 640-1472 (cell)
dsabolsky@townofwestyellowstone.com

If to Consultant:

Dave DeGrandpre
Land Solutions, LLC
36708 Leon Road
Charlo, MT 59824
Phone: 644-2658 (office) or 885-7526 (cell)
Email: landsolutions@blackfoot.net

Section 9

TERMINATION

10.1 This Agreement may be terminated by either party with thirty (30) days written notice to the other party. In the event of termination under this Section by either party, Client shall be obliged to compensate Consultant at the rate established herein for services performed prior to the date of such termination.

Section 10

GOVERNING LAW; DISPUTE RESOLUTION

11.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Montana. The parties agree that they will use their best efforts to amicably resolve any dispute arising out of or relating to this Agreement. Any controversy, claim or dispute that cannot be so resolved shall be settled in the District Court of Gallatin County, Bozeman, Montana.

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

Town of West Yellowstone

By: Daniel Sabolsky, Town Manager



By: Dave DeGrandpre
Managing Member, Land Solutions, LLC

EXHIBIT A (to be attached to Consulting Agreement)

SCOPE OF SERVICES

October 13, 2016

80-ACRE CONCEPTUAL SITE PLAN *November 2016 – September 2017*

Task 1 Market Analysis

1.1 Northern Rocky Mountain Economic Development District staff will seek and prepare applications for grant funding to commission a professional analysis of market demands for future development on the 80-acre property. *Note: As of this writing it is unknown what level of matching funds, if any, West Yellowstone would be required to contribute to the grant(s).*

1.2 Once funds are secured, NRMEDD will commission a market analysis in order to determine economic gaps and opportunities for new or expanding businesses in West Yellowstone. The market analysis will build off of the economic research and issue identification efforts of the growth policy and address areas where there is unmet demand, now and projected into the future, for different types and scales of commercial enterprises. NRMEDD will manage this portion of the project by coordinating with the contractor and providing grant administration.

Deliverables

- Grant applications
- Market analysis for the property

Task 2 Design Workshop

2.1 Land Solutions and partners will develop and conduct a design workshop in order to engage city officials, stakeholders and the public to develop a plan for the property. This is an opportunity for all parties to have a hand in designing a concept plan for the site that is grounded in both community needs and market demands.

Preparation steps will include making base maps of the site; coordinating with realtors, developers, local officials, community groups and citizens, and working with local media to publicize the event. The workshop will be a one-day event with a community kick-off breakfast and presentation, a developer's roundtable, citizen workshop and design sessions. Following the workshop, Land Solutions and partners will complete the site plan and prepare a summary report and guidelines for development of the property. Some revisions may be expected. *Note: This task does not include surveying, environmental analysis, geotechnical analysis, feasibility studies, or other work that may be necessary to determine the viability of construction on the site.*

Deliverables

- Conceptual site plan with areas and types of residential, commercial and public land uses.
- Summary report and development guidelines.

Total Estimated Cost for Site Plan: \$14,900

**Exhibit B
Tasks, Timeline and Cost
10-13-16**

| TASKS | LS Hrs | NRMEDD Hrs | Direct Costs | Total Cost | November | December | Jan-17 | February | March | April | May | June | July | August | September | October | November | December | Jan-18 | February | March | April | |
|---|--|---|--------------|------------|----------|----------|----------|----------|-------|-------|-----|------|------|--------|-----------|---------|----------|----------|--------|----------|-------|-------|--|
| | | | | | | | | | | | | | | | | | | | | | | | |
| 80-ACRE PROPERTY CONCEPTUAL PLAN | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | Market Analysis | Note: It is not known at this time what level of matching funds, if any, West Yellowstone will be required to contribute for the grant. | | | | | | | | | | | | | | | | | | | | | |
| 1.1 | Seek grant funding | | | | | | | | | | | | | | | | | | | | | | |
| 1.2 | Commission and acquire market analysis, contractor and grant admin. | | 6 | | | | | | | | | | | | | | | | | | | | |
| | <i>Deliverable: Market analysis for property</i> | | | | | | | | | | | | | | | | | | | | | | |
| Subtotal | | | 22 | | | | | | | | | | | | | | | | | | | | |
| 2 | Design Workshop | | | | | | | | | | | | | | | | | | | | | | |
| 2.1 | Prepare for and facilitate a design workshop | | 100 | | \$2,500 | \$13,250 | | | | | | | | | | | | | | | | | |
| | <i>Deliverables: Conceptual site plan, summary report and development guidelines</i> | | | | | | | | | | | | | | | | | | | | | | |
| Subtotal | | | 100 | | 22 | | | | | | | | | | | | | | | | | | |
| 80-ACRE PROPERTY CONCEPTUAL PLAN TOTALS | | | 100 | | 22 | \$2,500 | \$14,900 | | | | | | | | | | | | | | | | |
| Total Cost | | \$14,900 (Grant may require matching funds in addition) | | | | | | | | | | | | | | | | | | | | | |
| Approximate FY 16-17 | | \$1,650 | | | | | | | | | | | | | | | | | | | | | |
| Approximate FY 17-18 | | \$13,250 | | | | | | | | | | | | | | | | | | | | | |
| <div style="text-align: right;">  </div> | | | | | | | | | | | | | | | | | | | | | | | |

From: jmg533g@gmail.com
To: [Elizabeth Roos](#)
Cc: [Westmayor](#); [Marysue Costello](#); [Barbara Klesel](#); [Kay Mathews](#); [kimberly howell](#); [West Yellowstone TBID](#)
Subject: Revised MAP Fund Application
Date: Sunday, October 02, 2016 3:04:36 PM
Attachments: [MAPFund Application rev 10.2.16.docx](#)

Liz,

Attached is MAPFAB's Oct. 2016 revised MAP Fund Application. All revisions are indicated in red text. Please add the review and consideration of approval of the revised Application to the town council's meeting agenda for Oct. 18.

If it's approved, I'll change all the red text to black text, resubmit it to you and then have you replace the current App on the Town's website with the revised one.

Any questions or concerns, please let me know. Thanks.

John Greve
MAPFAB Secretary
580.1520
jmg533g@gmail.com

MARKETING AND PROMOTION (MAP) FUND APPLICATION COVER PAGE

Applicant Information

Applicant Individual or Organization:

Event or Project Contact Person:

Address:

Phone:

Email:

Application Submission Date:

Event or Project Information

Event or Project Name:

Location of Event or Project:

Date(s) of Event or Project:

Estimated Total Event or Project Cost:

MAP Fund Amount Requested:

MARKETING AND PROMOTION (MAP) FUND APPLICATION

Preface

- Complete the Cover Page, each of the Sections 1-6 in order, followed by the Certification Page. **The name of your event or project should appear at the top of each page of Sections 1-6 of your application.**
- Email a copy of your completed application to the town offices: info@townofwestyellowstone.com, drop it off in person or mail it to: Marketing and Promotion Fund Advisory Board Town of West Yellowstone PO Box 1570 W. Yellowstone, MT 59758
- Applications are available on the town's website. www.townofwestyellowstone.com
- Applications must be submitted by the 25th day of the month to be considered for review by MAPFAB at a Board meeting scheduled around the 10th day of the following month.
- MAP funds are limited and the application review, recommendation and approval process may take up to 30 days. Thus, applications should be submitted as far in advance of the event or project as possible. At the very minimum, applications must be submitted at least 45 days prior to the first expense that will be paid for by MAP funds.
Example: A media marketing expense for an event needs to be paid for by May 20. An application needs to be submitted at least 45 days prior to that date, which is April 5. However, to be considered for review by the Board in the month of April, the application needs to be submitted by March 25th.
- If funds are not available to fund the requests of all applicants at any given monthly review, the Board will consider funding the applications on an earliest date submitted basis. Also, the Board may choose to recommend partial funding for multiple events or projects. Finally, if an application is denied because of lack of funding, an applicant may resubmit an application as soon as funding is available again.
- If MAPFAB does not have any applications to review or other issues that need to be addressed within a particular month, then MAPFAB will not schedule a meeting during that month.
- MAPFAB will consider for approval an event or project that supports its goals and meets the additional criteria listed on the application.
- If MAPFAB approves an application, they will forward their recommendation for final approval to the town council. All MAP funding is subject to final approval by the town council. If the town council gives final approval, then MAPFAB will notify the applicant by email within 3 days.
- If MAPFAB decides not to recommend an application for approval to the town council, they will have made their decision at their meeting with the applicant present or will notify the applicant of their decision by email within 3 days.
- Applicants are responsible for obtaining all required contracts, permits, licenses, insurance, approvals, etc. from federal, state, county, town, public and private agencies and paying applicable fees and bonds before the event or project takes place. Events or projects may be subject to collecting and remitting West Yellowstone's 3% resort tax. Resort taxes will be paid at the conclusion of the event or project by the date listed in the town's Exposition License Application. Approval of this application by MAPFAB and the town council for the event or project does not waive these requirements.

Revised 10.2016

Guidelines for Working with MAP Fund Awards

Introduction

- MAP Fund monies are generated from the collection of resort taxes. Please collect resort taxes for your event or project when applicable. Also, check with the town offices to determine if your event or project will be subject to remitting resort taxes.
- If your event or project is being held outside of town limits, then you will need to explain to the MAP Fund Advisory Board the ways in which your event or project will generate resort taxes.
- If you are approved for a MAP Fund award, a MAP Fund Advisory Board member will be assigned to oversee your event or project. This event or project manager will be the primary contact for your award throughout the entire process. Do not submit anything directly to the Town of West Yellowstone staff. Your assigned event or project manager will review what you are submitting against the criteria and guidelines and approve any request or documentation. This includes 1) advance funds requests using the appropriate “Advance Funding Request” form, 2) invoice statements and required documentation and 3) the final Outcome Report.
- As part of your application, you will submit a detailed budget with specific expenditures. During your event or project, make sure to keep documentation for each expenditure, including the bill/invoice, proof that the bill was paid, and any other necessary documentation. It’s important to track bills and payments as they occur in order to receive the timeliest reimbursement. Proof of payment can include:
 - ✓ A copy of both sides of a check proving it was issued and then cashed for payment of services
 - ✓ A copy of a credit card statement showing the specific payment accompanied with additional detail and description
 - ✓ If a cash payment was made, an invoice or bill with a signed receipt from the vendor
 - ✓ If cash was paid to an individual for a participant prize, purse or winnings, you will need to keep a list of recipients including an individual’s printed name, signature, address, phone number and social security number. Also, if you pay out more than \$600 to any one individual, then you’ll need to issue an IRS 1099 to that individual.

Reimbursements

- If you receive advance funds, you will need to first submit the documentation showing how the advance amount was spent. Once documentation for the total advance amount has been submitted, then you can submit additional expense reimbursement requests in the minimum amount of \$1,000.00.
- Note: the reimbursement check will be payable to the organization/business/individual who requested the funds, not to specific suppliers or vendors.
- A sample of a summary of invoices follows. The summary of invoices should contain the following info:
 - ✓ Name and address of the organization/business/individual to whom and to which the reimbursement check should be written and mailed
 - ✓ Total amount of funds awarded, amount submitted for reimbursement and amount remaining to be reimbursed
 - ✓ If more than one invoice/bill is submitted for reimbursement, then provide detail on each invoice
 - ✓ Indicate if this is reimbursement for advance funds or above the advance funds amount
- Clearly indicate the total amount due for reimbursement.

**West Yellowstone/Hebgen Lake Ice Fishing
Festival and NAIFC Tournament Ice Fishing Grant**

INVOICE

C/O The West Yellowstone Foundation
Attn: Carrie Pop
PO Box 225
West Yellowstone, MT 59758

- Total amount awarded: \$xxx
- Total amount of this expense reimbursement request: \$ xxx
- Amount of award remaining/ expenses to be reimbursed: \$ xxx

TO:
MAP Project Manager
& Town of West Yellowstone
MAP Administrator
PO Box 1570
West Yellowstone, MT 59758



| BILLING PACKETS | DESCRIPTION | AMOUNT |
|-----------------|---|--------|
| #1 | NAIFC Marketing Film Production: NAIFC Invoice and copy of check written by The Foundation. This was part of a total payment for NAIFC services for the tournament. | \$0.00 |
| #2 | NAIFC Collateral Marketing: NAIFC Invoice and copy of check written by The Foundation. This was part of a total payment for NAIFC services for the tournament. | \$0.00 |
| #3 | Quick Print invoices for print, creative, signage and website work | \$0.00 |
| #4 | Targhee Publishing invoice for newspaper ads in the Standard Journal: invoice from Targhee Publishing and copy of check attached. | \$0.00 |
| #5 | Belgrade News newspaper ads: invoice from the Bozeman Chronicle and copy of check (for entire invoice) attached. | \$0.00 |
| #6 | The Montana Outdoor Radio show for radio and digital ads and content: invoice from Montana Outdoor Radio Show and copy of check paid by Kirkwood Resort & Marina | \$0.00 |
| #7 | Facebook Digital Ad Campaign: Paid by Kirkwood credit card with Facebook invoicing and proof of credit payment attached. | \$0.00 |
| | SUBTOTAL | \$0.00 |
| | MINUS GRANT ADVANCE DEPOSIT | \$0.00 |
| | TOTAL DUE | \$0.00 |

Application Sections

Section 1 Proposed Event or Project Summary

- Describe or explain your event or project. Provide enough detail so that those reviewing the application can comprehend or visualize the full scope of your event or project.

Section 2 Proposed Timeline

- Provide your event or project schedule that identifies timelines for actions such as planning, construction, promotion and implementation of activities necessary for your event or project.
- Provide a schedule of events/activities occurring during your event time period.

Section 3 Proposed Budget

- Provide a detailed budget for your event or project. The budget should include projected income and expenses from all sources.
- We've provided a Budget Template here that can be downloaded and adapted for your event or project. Use of the Template isn't required, but is provided as a convenience for applicants who want to use it.
- Identify the amount of MAP funds you are requesting and the expenditures that will be paid in full or in part with MAP funds. All budget expenditures must be supported with invoices, bills, receipts, advance contracts, and/or cash prize/purse listings, names and signatures of winners and their contact info. Reminder: Any cash awards to any one individual in excess of \$600 require submission of a 1099 to the individual and the Internal Revenue Service.
- MAP funds may not be used for purchasing liquor or funding the distribution of liquor.

Section 4 Publicity, Promotion, Marketing

- Describe how your event or project will be promoted or marketed to visitors, residents or participants.
- West Yellowstone, Montana or West Yellowstone, MT is to be listed, identified or present in all forms and methods of promotion and marketing of your event or project.

Section 5 Application Review Criteria

Applications will be reviewed against multiple criteria. Please provide answers to the following questions:

- What are the economic, cultural, social and/or aesthetic impacts and benefits of your event or project on visitors, residents, businesses, organizations or other interests in the community and surrounding area?
- If not answered in the previous question, then please list the methods and estimates by which you'll determine or measure the success of your event or project, i.e. increased, additional, new or different attendance, admissions, registrations, hotel stays, marketing, website hits, partnerships and sponsorships, fund raising, aesthetic appeal etc.
- Has your organization received MAP funding in the past? If so, how many times and for what event(s) or project(s)? Have all vendors and expenses been paid associated with the event(s) or project(s)?
- Can your event or project proceed without MAP funds?
- If your event or project is approved for funding, how will you acknowledge the receipt of MAP funds as a funding source? The MAP Fund consists of Resort Tax funds paid by town businesses. **Once an award is approved, marketing methods need to indicate, "Supported by West Yellowstone Businesses"**

Section 6 Application Supporting Documentation

- Provide any supporting documents, plans, pictures etc. that might be helpful to MAPFAB in reviewing and understanding your event or project.
- If this is a reoccurring event or project that received MAP funding last year, then please provide a copy of last year's Outcome Report.

MAP Fund Application Review

- Though not required, you are encouraged to attend the MAPFAB meeting at which your application will be reviewed.
- You will be advised as to the date, place and time of that review and will have up to 10 minutes to address your application. The Board will then discuss and approve or not approve your application.
- If MAPFAB reviews and approves your application, they will forward their recommendation for final approval to the town council. MAP funding is subject to final approval by the town council.
- MAPFAB will notify you by email of the town council's decision within 3 days.

Disbursement of MAP Funds

- Once an application is approved, MAPFAB will email an Applicant Award Notification to the applicant and the town Finance Dept. At that time, the approved MAP Fund amount is authorized for disbursement or reimbursement. Funds will not be disbursed or reimbursed prior to the applicant receiving the Award Notification.
- An approved event or project will be assigned to an individual MAPFAB member. The applicant will email or deliver in person an Advanced Funding Request (AFR) to the Board member contact and/or submit copies of (paid) vendor invoices, checks or credit card receipts verifying payments to vendors, advance contracts and/or cash prize/purse listings w/ winner identification info. The applicant is responsible for paying vendors for their services. The town Finance Dept. will not pay vendor invoices. All advances and/or expenses must be supported with documentation, i.e. invoices, contracts, etc.
- To minimize the number of disbursement or reimbursement checks issued by the town Finance Dept. to applicants, we request that applicants submit expenses and proof of payments for approval to the Board member contact in increments of not less than approximately \$1000, or the total amount of expenses if the applicant's event or project has been awarded less than \$1000.

Advance Funding Request (AFR)

- Advance funding requests can be made by completing an Advance Funding Request (AFR) document. The AFR can be requested by email or in person from the Board member contact. The applicant will need to complete the AFR and email it back to or deliver it in person to the Board member. The Board member will review the request and confirm an approval for the advance by email or in person. Regardless of whether a request is confirmed by email or in person, the Board member will stamp the AFR with an approval stamp. The applicant or Board member will take the copy of the approved AFR to the town Finance Dept. (See information below regarding receiving the advance funds.)
- Applicants who have been awarded funding of \$2500 or less may make a request to receive up to the full amount of approved funding in advance of actual expenses being incurred.
- Applicants who have been awarded funding of more than \$2500 may make a request to receive \$2500 or 25% of the total funds awarded, whichever is greater, in advance of actual expenses being incurred. Exceptions to this will be reviewed by the Board on a case by case basis.
- Applicants who receive advance funds won't be approved to receive any additional approved funding

until they submit expenses and proof of payments to account for spending of the advance amount.

- AFRs or expense documentation should be submitted to the Board member contact in a timely manner in order to prevent a rushed review for approval. Board members need a reasonable amount of time to review documentation before it is submitted to the town for disbursement or reimbursement.
- When an AFR or expense documentation for reimbursement is approved by the Board member, it will be stamped with an approval stamp.
- The applicant or Board member will take the approved AFR or expense documentation to the town Finance Dept. for disbursement or reimbursement. The Finance Dept. does not immediately disburse or reimburse funds. The Dept. submits a claim for that disbursement or expense reimbursement to be approved by the town council at the next regularly scheduled town council meeting. Once the claim is approved, the Finance Dept. will disburse or reimburse funds soon afterward. Note that this process can take up to three weeks to complete.
- If an event or project is in progress and is going to incur an expense that is not in the previously submitted budget, then the applicant must submit, in writing, the new or additional expense to the Board member contact for approval. The new or additional expense must not cause total expenses to exceed the approved award.

Event or Project Completion

- Your event or project must be completed within 12 months of the approval date of the town council. One extension may be granted for up to 6 months at the discretion of the MAP Fund Advisory Board.
- All approved MAP Fund expenditures should be expensed or paid out to your event or project within 60 days after its completion, or within the same 12 month time period, whichever is more applicable to your type of event or project.
- If approved funds remain unspent 60 days after the completion of your event or project, or shortly before the end of the 12 month time period, whichever is more applicable to your type of event or project, the MAP Fund Advisory Board will email you a Confirmation of Event or Project Completion (CEPC) Notice. The CEPC Notice asks you to confirm that your event or project is complete and that the amount of unspent funds will go back into the general MAP Fund to fund future events or projects.

Event or Project Outcome Report

- Your MAP Fund award is an investment of West Yellowstone Resort Tax monies and local resources.
- MAPFAB is responsible for reporting back to the town council on funded event or project outcomes.
- Please complete and email an Outcome Report to the Board member responsible for overseeing your event or project within 60 days after its completion. **This report is of your own design, but the cover page or first page must list the total funds awarded to the event or project, the amount of funds spent and, if any, the remaining funds not spent that are to be returned to the Fund.** Also, the Report should detail your event or project's successes, disappointments, impacts, outcomes and /or achieved goals as described in Section 1 or 5 of your application. Failure to complete an Outcome Report will result in funding being denied if requested in a subsequent year.

Certification

Applicant Individual or Organization:

Event or Project Name:

On behalf of the individual or organization identified on this application, I understand that:

1. The submitted application meets the eligibility requirements for MAP funds.
2. MAP funds will not be awarded to this event or project without written notification of approval by MAPFAB and the town council.
3. MAP funded events or projects must comply with all federal, state and community licenses, permits, ordinances, laws and regulations.
4. To the best of my knowledge and belief the information in this application is true and correct and the governing body of the applicant has authorized the documentation.

Signature: _____ Name (printed):

Title: _____ Date:

For Office Use Only

Application approved by MAPFAB for total requested amount of _____ Date: _____

Application approved by MAPFAB for only _____ of total requested amount Date: _____

Application not approved by MAPFAB Date: _____

Reason:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

TOWN OF WEST YELLOWSTONE, MONTANA
GENERAL OBLIGATION REFUNDING BOND, 2016

RESOLUTION NO. 690

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WEST YELLOWSTONE, MONTANA, PROVIDING FOR THE ISSUANCE OF A GENERAL OBLIGATION REFUNDING BOND OF THE TOWN TO BE ISSUED IN THE FORM OF A PROMISSORY NOTE IN THE PRINCIPAL AMOUNT OF \$1,043,000 TO REFUND CERTAIN OUTSTANDING GENERAL OBLIGATION BONDS OF THE TOWN, AND PAY FOR COSTS OF ISSUANCE; PROVIDING THE FORM AND REPAYMENT TERMS THEREOF; AND APPROVING THE OFFER OF FIRST SECURITY BANK.

PASSED ON October 18, 2016

PREPARED BY:

K&L GATES LLP
Seattle, Washington

TOWN OF WEST YELLOWSTONE
RESOLUTION NO. 690
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* This table of contents and the cover page are not a part of the following resolution and are included only for the convenience of the reader.

RESOLUTION NO. 690

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WEST YELLOWSTONE, MONTANA, PROVIDING FOR THE ISSUANCE OF A GENERAL OBLIGATION REFUNDING BOND OF THE TOWN TO BE ISSUED IN THE FORM OF A PROMISSORY NOTE IN THE PRINCIPAL AMOUNT OF \$1,043,000 TO REFUND CERTAIN OUTSTANDING GENERAL OBLIGATION BONDS OF THE TOWN, AND PAY FOR COSTS OF ISSUANCE; PROVIDING THE FORM AND REPAYMENT TERMS THEREOF; AND APPROVING THE OFFER OF FIRST SECURITY BANK.

WHEREAS, the Town of West Yellowstone, Montana (the "Town") now has outstanding its General Obligation Bonds, Series 2007, issued pursuant to Resolution No. 511, under date of March 1, 2007, in the original principal amount of \$1,725,325 (the "2007 Bonds"), maturing in the remaining principal amounts and bearing interest as follows:

| <u>Maturity Years (July 1)</u> | <u>Principal Amounts</u> | <u>Interest Rates</u> |
|------------------------------------|------------------------------|---------------------------|
| 2017 | \$ 85,000 | 4.00% |
| 2018 | 90,000 | 3.80 |
| 2022 | 390,000 | 4.00 |
| 2027 | 585,000 | 4.25 |

; and

WHEREAS, as a result of changed market conditions, it appears that debt service savings may be obtained by refunding the 2007 Bonds through the issuance of a general obligation refunding bond of the Town in the form of a promissory note (the "Note") in the aggregate principal amount of \$1,043,000; and

WHEREAS, the Town has received the offer of First Security Bank, West Yellowstone, Montana (the "Bank"), to make a loan, and the Council wishes to accept such offer on the terms and conditions set forth therein and herein;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WEST YELLOWSTONE, MONTANA, as follows:

Section 1. Definitions and Interpretation of Terms.

(a) *Definitions.* As used in this resolution, the following words shall have the following meanings:

Bank means First Security Bank, West Yellowstone, Montana, or its corporate successor.

Callable Bonds means the 2007 Bonds maturing on and after July 1, 2018.

Call Date means July 1, 2017.

Code means the Internal Revenue Code of 1986, as amended, and shall include all applicable regulations and rulings relating thereto.

Costs of Issuance Agreement means the Costs of Issuance Agreement between the Town and the Escrow Agent to be dated as of the date of closing and delivery of the Note.

Council means the general legislative authority of the Town as the same shall be duly and regularly constituted from time to time.

Designated Town Representative means the Town's Mayor, Town Manager, Finance Director or such other person as may be directed by resolution of the Council.

Escrow Agreement means the Escrow Deposit Agreement between the Town and the Escrow Agent to be dated as of the date of closing and delivery of the Note.

Escrow Agent means U.S. Bank National Association, Salt Lake City, Utah.

Finance Director means the duly appointed finance director of the Town, or any successor to the functions of the finance director.

Fixed Rate means a rate of 2.19% per annum.

Maturity Date means February 15, 2027.

Net Proceeds, when used with reference to the Note, means the principal amount of the Note, plus accrued interest and original issue premium, if any, and less original issue discount, if any.

Note means the Promissory Note executed by the Town in favor of the Bank in the principal amount of \$1,043,000, issued pursuant to this resolution.

Note Fund means the general obligation refunding note redemption fund maintained pursuant to Section 10 of this resolution.

Note Register means the registration books showing the name, address and tax identification number of each registered owner of the Note, maintained pursuant to Section 149(a) of the Code.

Note Registrar means the Finance Director for the purposes of registering and authenticating the Note, maintaining the Note Register, and paying the principal of and interest on the Note as the same become due and payable.

Town means the Town of West Yellowstone, Montana, a municipal corporation duly organized and existing under and by virtue of the Constitution and laws of the State of Montana.

2007 Bonds means the General Obligation Bonds, Series 2007 of the Town issued under date of March 1, 2007, as more particularly described in the recitals of this resolution.

(b) **Interpretation.** In this resolution, unless the context otherwise requires:

(1) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this resolution, refer to this resolution as a whole and not to any particular article, section, subdivision or clause hereof, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of this resolution;

(2) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa;

(3) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(4) Any headings preceding the text of the several articles and sections of this resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this resolution, nor shall they affect its meaning, construction or effect; and

(5) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2. Authorization of Note. The Town is hereby authorized to issue a general obligation refunding bond in the principal amount of \$1,043,000 to be issued in the form of a Promissory Note (the “Note”), for the purpose of providing the funds necessary to refund the 2007 Bonds and pay all or a portion of the costs incidental to the foregoing and to the issuance of the Note.

Section 3. Description of Note. The Note shall be dated as of the date of its delivery to the Bank, shall be fully registered as to both principal and interest, shall be issued as a single fully registered Note, and shall be numbered in such manner and with any additional designation as the Note Registrar deems necessary for purposes of identification.

The Note shall bear interest on unpaid principal from its date or the most recent date to which interest has been paid at the Fixed Rate. Interest on the Note shall be calculated on the

basis of a 365 day year (including leap years) on a simple interest basis, i.e., applying the ratio of the interest rate over the number of days in a year multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Payments on the Note shall be made semiannually on each February 15 and August 15, commencing on February 15, 2017, in the amount of \$55,629.55 (assuming a closing date of October 27, 2016). Payments received by the Bank will be applied first to interest and then to principal. Notwithstanding the foregoing, the final payment of all principal and interest on the Note shall be due and payable on the Maturity Date.

Section 4. Registration, Transfer and Payments. The Town hereby appoints the Finance Director to act as the Note Registrar. The registered owner of the Note shall be First Security Bank, West Yellowstone Branch, P.O. Box 550, West Yellowstone, MT 59758. The duties of the Note Registrar hereunder shall be limited to authenticating the Note and to remitting money to the Bank on the payment dates as provided therein. The Note shall not be transferable, except in whole to another financial institution. The Note Registrar is authorized, on behalf of the Town, to authenticate and deliver the Note and to carry out all of the Note Registrar's powers and duties under this resolution.

Principal of and interest on the Note shall be payable in lawful money of the United States of America. Installments of principal of and interest on the Note shall be paid by check, wire, or electronic transfer on the date due to the Bank; *provided, however*, the final installment of principal on the Note shall be payable only upon presentation and surrender of the Note by the Bank at the principal office of the Finance Director.

Section 5. Prepayment. The Note may be prepaid in whole or in part at any time without penalty, with prepayments to apply first to interest and then to principal. Reamortization

of the loan evidenced by the Note may occur with any principal reduction greater than \$100,000, at the Town's request.

Section 6. Form of Note. The Note shall be in substantially the form attached to this resolution as Exhibit A. The Note also shall have a Certificate of Authentication in the following form attached to it.

CERTIFICATE OF AUTHENTICATION

Date of Authentication: October 27, 2016

This Promissory Note is the general obligation refunding bond of the Town dated October 27, 2016 described in the within-mentioned Note Resolution (Resolution No. 690 of the Town).

FINANCE DIRECTOR of the TOWN OF
WEST YELLOWSTONE, MONTANA, as
Note Registrar

By _____

To the extent that any terms of the Note or the Pledge Agreement (as defined below) are inconsistent with the terms of this resolution, the terms of this resolution shall control.

This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under this resolution until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Note Registrar.

Section 7. Execution and Authentication of Note. The Note shall be signed on behalf of the Town by the manual signature of the Mayor and/or the Town Manager and authenticated by the manual signature of the Finance Director.

The Note shall not be valid or obligatory for any purpose or entitled to the benefits of this resolution unless the Certificate of Authentication in the form recited above shall have been

manually executed by the Note Registrar. Such Certificate of Authentication shall be conclusive evidence that the Note so authenticated has been duly executed, authenticated and delivered hereunder and is entitled to the benefits of this resolution.

Section 8. Refunding Plan; Application of Note Proceeds.

(a) *Refunding.* The loan proceeds from the Note in the dollar amount certified by the Town to the Escrow Agent shall be delivered to the Escrow Agent for the purpose of defeasing the 2007 Bonds and paying costs of issuance under the Costs of Issuance Agreement.

Money received by the Escrow Agent from loan proceeds and other money provided by the Town, shall be used immediately by the Escrow Agent upon receipt thereof in accordance with the terms of the Escrow Agreement to defease the 2007 Bonds as authorized by Resolution No. 511. The Town shall defease the 2007 Bonds and discharge such obligations by the use of money deposited with the Escrow Agent that will provide for the payment of each of the 2007 Bonds as follows:

(1) interest on the 2007 Bonds coming due on each date on which interest is due and payable, to and including the Call Date; and

(2) the redemption price of the 2007 Bonds (100% of the principal amount thereof) on the Call Date.

(b) *Appointment of Escrow Agent.* The Council hereby appoints U.S. Bank National Association, Salt Lake City, Utah, to act as the escrow agent for the Callable Bonds (the “Escrow Agent”). The loan proceeds designated in the foregoing subsection together with a cash contribution from the Town, if any, may be transferred to the Escrow Agent in order to implement the refunding plan, in an amount sufficient to defease the Callable Bonds.

(c) *Call For Redemption of the Callable Bonds.* The Town hereby irrevocably sets aside sufficient funds from proceeds of the loan together with a cash contribution of the Town, if any, to make the payments described in subsection (a) above.

The Town hereby irrevocably calls the Callable Bonds for redemption on the Call Date in accordance with terms of Resolution No. 511 authorizing the redemption and retirement of the Callable Bonds prior to their fixed maturities.

Said defeasance and call for redemption of the Callable Bonds shall be effective and irrevocable after the final establishment of the escrow account and delivery of the loan proceeds to the Escrow Agent.

The Escrow Agent is hereby authorized and directed to provide for the giving of notice of the redemption of the Callable Bonds in accordance with the applicable provisions of Resolution No. 511. The Designated Town Representative is authorized and requested to provide whatever assistance is necessary to accomplish such redemption and the giving of notice therefor. The costs of publication of such notices shall be an expense of the Town.

The Escrow Agent is hereby authorized and directed to pay to the bond registrar for the 2007 Bonds, sums sufficient to pay, when due, the payments specified in this section of this resolution. All such sums shall be paid from the moneys deposited with said Escrow Agent pursuant to this section of this resolution, and the income therefrom and proceeds thereof. All moneys deposited with said bank and any income therefrom shall be credited to a refunding account and held, invested (but only at the direction of the Designated Town Representative) and applied in accordance with the provisions of this resolution and with the laws of the State of Montana for the benefit of the Town and owners of the 2007 Bonds.

The Town will take such actions as are found necessary to see that all necessary and proper fees, compensation and expenses of the Escrow Agent for the 2007 Bonds shall be paid when due.

(d) *Escrow Agreement and Costs of Issuance Agreement.* The Designated Town Representative is authorized and directed to execute and deliver to the Escrow Agent an Escrow Deposit Agreement and Costs of Issuance Agreement.

The Town hereby irrevocably sets aside for and pledges to the payment of the 2007 Bonds the moneys to be deposited with the Escrow Agent pursuant to the Escrow Agreement to accomplish the plan of refunding and defeasance of the 2007 Bonds set forth herein and in the Escrow Agreement. When all of the 2007 Bonds shall have been redeemed and retired, the Town may cause any remaining money to be transferred to the Note Fund for the purposes set forth above.

Section 9. Tax Covenants. The Town hereby covenants that it will not make any use of the proceeds of the Note or any other funds of the Town which may be deemed to be proceeds of the Note pursuant to Section 148 of the Code which will cause the Note to be an “arbitrage bond” within the meaning of said section. The Town will comply with the requirements of Section 148 of the Code (or any successor provision thereof applicable to the Note) and the applicable Regulations thereunder throughout the term of the Note.

The Town further covenants that it will not take any action or permit any action to be taken that would cause the Note to constitute a “private activity bond” under Section 141 of the Code.

The Note is hereby designated as a qualified tax-exempt obligation pursuant to Section 265(b) of the Code for investment by financial institutions. The Town does not expect to issue more than \$10,000,000 in qualified tax-exempt obligations during 2016.

Section 10. Note Fund and Provision for Tax Levy Payments. There is hereby authorized to be established a fund of the Town known as the “General Obligation Refunding Note Redemption Fund” (the “Note Fund”) for the purpose of paying the principal of and interest on the Note. The Note Fund shall be drawn upon for the purpose of paying the principal of and interest on the Note. Money in the Note Fund not needed to pay the interest or principal next coming due may temporarily be deposited in legal investments for Town funds.

The Town hereby irrevocably covenants that, unless the principal of and interest on the Note are paid from other sources, it will make annual levies of taxes without limitation as to rate or amount upon all of the property in the Town subject to taxation for the payment of debt service on the Note in amounts sufficient to pay such principal and interest as the same shall become due. The full faith, credit and resources of the Town are hereby irrevocably pledged for the annual levy and collection of such taxes and for the prompt payment of such principal and interest.

Money in the Note Fund shall be invested in any investments that are permitted by law. Investments in the Note Fund shall mature prior to the date on which such money shall be needed for required interest or principal payments. All interest earned and income derived by virtue of such investments shall remain in the Note Fund and be used to meet the required deposits into any account therein.

The Note may not be accelerated for maturity for any reason prior to its Maturity Date. No other funds of the Town (other than the funds provided by the Town to the Bank for payment of the Note), may be used by the Bank or offset by the Bank for the payment of the Note.

The Town may execute a Commercial Pledge Agreement with respect to the Note, and such Pledge Agreement shall be enforceable to the extent not inconsistent with the terms of this resolution.

Section 11. Delivery of the Note. The Town hereby ratifies and confirms its acceptance of the Bank's offer dated February 22, 2016 on the terms specified in this resolution. The Designated Town Representative and proper Town officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Note to the Bank and for the proper application and use of the proceeds thereof. There will be a \$5,000 loan fee on the Note to be paid to the Bank upon issuance of the Note. In furtherance of the foregoing, the Designated Town Representative is authorized to approve and enter into agreements for the payment of costs of issuance, including Bond Counsel and Escrow Agent, and other expenses customarily incurred in connection with issuance and sale of bonds. The disbursement of loan proceeds to pay certain costs of issuance shall be made by the Escrow Agent under the terms set forth in the Cost of Issuance Agreement.

Section 12. Undertaking to Provide Ongoing Disclosure. The Town is exempt from the ongoing disclosure requirements of Securities and Exchange Commission Rule 15c2-12 by reason of the exemption set forth in subsection (d)(i) of that rule with respect to the issuance of securities in authorized denominations of \$100,000 or more.

The Town will deliver to the Bank, as soon as available (within 30 days of delivery to the state of Montana) copies of its audited financial statements for each fiscal year ending June 30.

Section 13. Severability. If any provision in this resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Note.

Section 14. Effective Date. This resolution shall become effective immediately upon its adoption.

PASSED BY the Town Council of the Town of West Yellowstone, Montana, this 18th day of October, 2016.

Mayor

Council Member

Council Member

Council Member

Council Member

ATTEST:

Town Clerk

[SEAL]

EXHIBIT A - FORM OF NOTE

PROMISSORY NOTE

| Principal | Loan Date | Maturity | Loan No | Call / Coll | Account | Officer | Initials |
|--|------------|------------|----------|-------------|---------|---------|----------|
| \$1,043,000.00 | 10-27-2016 | 02-15-2027 | 61600087 | 49 | 35284 | MSA | |
| References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations. | | | | | | | |

| | |
|--|---|
| Borrower: Town of West Yellowstone (TIN: 81-0289400) PO Box 1570 West Yellowstone, MT 59758 | Lender: First Security Bank West Yellowstone Branch PO Box 550 West Yellowstone, MT 59758 |
|--|---|

Principal Amount: \$1,043,000.00 **Interest Rate:** 2.190% **Date of Note:** October 27, 2016

PROMISE TO PAY. Town of West Yellowstone ("Borrower") promises to pay to First Security Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Million Forty-three Thousand & 00/100 Dollars (\$1,043,000.00), together with interest on the unpaid principal balance from October 27, 2016, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 2.190% per annum, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in 21 payments of \$55,629.55 each payment. Borrower's first payment is due February 15, 2017, and all subsequent payments are due on the same day of each half-year after that. Borrower's final payment will be due on February 15, 2027, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year (365 for all years, including leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT; MINIMUM INTEREST CHARGE. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a minimum interest charge of \$85.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: First Security Bank, West Yellowstone Branch, PO Box 550, West Yellowstone, MT 59758.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$10.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Note will continue to accrue interest at the interest rate under this Note.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Change in Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, paralegal fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Montana without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Montana.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Gallatin County, State of Montana.

COLLATERAL. Borrower acknowledges this Note is secured by Commercial Pledge Agreement dated 10-27-16 on Assignment of the Town of West Yellowstone's levied taxes through the Town of West Yellowstone per Resolution #690 dated October 18, 2016, relating to refinancing of \$1,725,325 General Obligations Bonds, Series 2007 (original resolution date February 20, 2007).

FINANCIAL STATEMENTS. Furnish Lender with the following: Annual Statements. As soon as available, but in no event later than ninety (90) days after the end of each fiscal year, Borrower's balance sheet and income statement for the year ended, prepared by Borrower. Tax Returns. As soon as available, but in no event later than thirty (30) days after the applicable filing date for the tax reporting period ended, Federal and other governmental tax returns, prepared by a tax professional satisfactory to Lender. Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives,

**PROMISSORY NOTE
(Continued)**

Loan No: 61600087

Page 2

successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTICES. Any notice required to be given under this Note shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the address shown near the beginning of this Note. Any person may change his or her address for notices under this Note by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers. It will be Borrower's responsibility to tell the others of the notice from the Lender.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracies should be sent to Lender at the following address: First Security Bank PO Box 910 Bozeman, MT 59771-0910.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Borrower does not agree or intend to pay, and Lender does not agree or intend to contract for, charge, collect, take, reserve or receive (collectively referred to herein as "charge or collect"), any amount in the nature of interest or in the nature of a fee for this loan, which would in any way or event (including demand, prepayment, or acceleration) cause Lender to charge or collect more for this loan than the maximum Lender would be permitted to charge or collect by federal law or the law of the State of Montana (as applicable). Any such excess interest or unauthorized fee shall, instead of anything stated to the contrary, be applied first to reduce the principal balance of this loan, and when the principal has been paid in full, be refunded to Borrower. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

TOWN OF WEST YELLOWSTONE

By: Jerry Johnson, Mayor of Town of West Yellowstone

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CERTIFICATE OF TOWN CLERK

I DO HEREBY CERTIFY that I am the duly chosen, qualified and acting Town Clerk of the Town of West Yellowstone, Montana (the "Town"), and keeper of the records of the Town; and

I HEREBY CERTIFY:

1. That the attached Resolution is a true and correct copy of Resolution No. 690 of the Town (the "Resolution"), as finally passed at a meeting of the Town Council held on the 18th day of October, 2016, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the Town Council voted in the proper manner for the passage of the Resolution; that all other requirements and proceedings incident to the proper passage of the Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of October, 2016.

Town Clerk