Town of West Yellowstone

WEDNESDAY, March 8, 2017
West Yellowstone Town Hall, 440 Yellowstone Avenue

TOWN COUNCIL WORK SESSION
6:30 PM

Public Utilities Update, Town Engineer Dick Dyer — Discussion ∞

TOWN COUNCIL MEETING
7:00 PM

Pledge of Allegiance
Purchase Orders
Treasurer's Report & Securities Report ∞
Claims ∞
Consent Agenda: **February 21, 2017 Work Session & Town Council Meeting** ∞
Business License Applications ∞

- Buffalo Jump Apartments, Resort Tax Bond Waiver Request
- 1872 Inn, Inc., Resort Tax Bond Waiver Request

Advisory Board Report(s)
Town Manager & Department Head Reports
Comment Period

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

Public Hearing: Ordinance No. 265, Police Officer Arrest Jurisdiction

NEW BUSINESS

Ordinance No. 265, Police Officer Arrest Jurisdiction, 2nd Reading — Discussion/Action ∞

Little Rangers Learning Center

- Resolution No. 696, Architectural Contract, Little Rangers Learning Center — Discussion/Action ∞
- Development Agreement, Little Rangers Learning Center — Discussion/Action ∞
- Construction Manager at Risk (CMAR) Request for Proposals (RFP) — Discussion

Library Lease and Library Services Agreement — Discussion/Action ∞

Storage Space in Library Lease, Yellowstone Historic Center — Discussion/Action ∞

Correspondence/FYI/Meeting Reminders

Town Manager Evaluation, Executive Session (Closed to the Public), if Requested

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.

Treasurer's Report 2/2017

TOWN OF WEST YELLOWSTONE
Cash Report
For the Accounting Period: 2/17

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
1000 General Fund						
101000 CASH	11,007.68	334,891.53	23.83	15,386.95	313,995.93	16,540.16
101100 Investments - CD's	222,407.86	0.00	0.00	0.00	0.00	222,407.86
101300 Investments - Money Market Accou	183,982.44	20.62	0.00	170,000.00	0.00	14,003.06
101500 Investment-STIP	1,496,145.49	1,443.31	0.00	70,000.00	0.00	1,427,588.80
103000 Petty Cash	50.00	0.00	0.00	0.00	0.00	50.00
103100 Town Office	50.00	0.00	0.00	0.00	0.00	50.00
103200 Petty Cash/WY Police Dept	50.00	0.00	0.00	0.00	0.00	50.00
103400 Petty Cash-Recreation	150.00	0.00	0.00	0.00	0.00	150.00
Total Fund	**1,913,843.47**	**336,355.46**	**23.83**	**255,386.95**	**313,995.93**	**1,680,839.88**
2100 Local Option Taxation-Resort Tax						
101000 CASH	84,326.40	331,544.37	0.00	215,829.46	148,324.33	51,716.98
101300 Investments - Money Market Accou	26,867.72	75,571.91	0.00	0.00	0.00	102,439.63
101500 Investment-STIP	566,314.05	50,000.00	0.00	24,945.97	0.00	591,368.08
102215 STIP Investment-Rev Bond current	151,012.02	25,044.79	0.00	148,324.33	0.00	27,732.48
102225 STIP Reserve Acct Town Hall 10%	135,096.81	88.40	0.00	0.00	0.00	135,185.21
Total Fund	**963,617.00**	**482,249.47**		**389,099.76**	**148,324.33**	**908,442.38**
2101 Marketing & Promotions (MAP)						
101000 CASH	8,445.00	4,450.00	0.00	0.00	0.00	12,895.00
101300 Investments - Money Market Accou	12,492.92	1.40	0.00	0.00	0.00	12,494.32
101500 Investment-STIP	117,515.12	0.00	0.00	0.00	0.00	117,515.12
Total Fund	**138,453.04**	**4,451.40**				**142,904.44**
2102 TBID (Tourism Business Improvement District)						
101000 CASH	6,511.07	12,497.00	0.00	1,965.71	7,174.12	9,868.24
2111 Off Street Parking						
101000 CASH	3,031.34	0.80	0.00	0.00	0.00	3,032.14
101500 Investment-STIP	69,347.75	45.38	0.00	0.00	0.00	69,393.13
Total Fund	**72,379.09**	**46.18**				**72,425.27**
2210 Parks & Recreation						
101000 CASH	2,775.00	350.00	0.00	0.00	350.00	2,775.00
2211 Parks/Rec Donations - Teen Center						
101000 CASH	1,548.03	0.41	0.00	0.00	0.00	1,548.44
2212 Parks - Volleyball Court						
101000 CASH	5,018.37	1.33	0.00	0.00	0.00	5,019.70
2213 Community Garden						
101000 CASH	630.90	0.17	0.00	0.00	0.00	631.07
2214 Recreation Program Scholarships						
101000 CASH	2,569.08	0.68	0.00	0.00	0.00	2,569.76
2220 Library						
101000 CASH	5,321.10	26,415.73	0.00	0.00	15,769.32	15,967.51
102130 Donations for Extension Svcs Lib	657.12	0.17	0.00	0.00	0.00	657.29
103000 Petty Cash	50.00	0.00	0.00	0.00	0.00	50.00
Total Fund	**6,028.22**	**26,415.90**			**15,769.32**	**16,674.80**
2240 Cemetery						
101000 CASH	4,041.02	1.07	0.00	0.00	0.00	4,042.09
101500 Investment-STIP	9,231.15	0.00	0.00	0.00	0.00	9,231.15
Total Fund	**13,272.17**	**1.07**				**13,273.24**

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
2390 Drug Forfeiture						
101000 CASH	6,454.90	0.00	0.00	0.00	0.00	6,454.90
101500 Investment-STIP	16,458.85	0.00	0.00	0.00	0.00	16,458.85
Total Fund	**22,913.75**					**22,913.75**
2392 CDBG-Local Source						
101000 CASH	49,949.17	2.63	0.00	40,000.00	0.00	9,951.80
101300 Investments - Money Market Accou	0.00	40,000.00	0.00	0.00	0.00	40,000.00
101500 Investment-STIP	38,822.72	25.40	0.00	0.00	0.00	38,848.12
Total Fund	**88,771.89**	**40,028.03**		**40,000.00**		**88,799.92**
2701 Cemetery Perpetual Care (7050)						
101000 CASH	3,225.90	0.85	0.00	0.00	0.00	3,226.75
101500 Investment-STIP	36,244.87	23.72	0.00	0.00	0.00	36,268.59
Total Fund	**39,470.77**	**24.57**				**39,495.34**
2704 Library Trustee (7080)						
101000 CASH	0.00	11,000.00	0.00	11,000.00	0.00	0.00
2820 Gas Tax Apportionment						
101000 CASH	22,358.81	2,467.52	0.00	0.00	0.00	24,826.33
101300 Investments - Money Market Accou	0.25	0.00	0.00	0.00	0.00	0.25
101500 Investment-STIP	2,062.68	1.35	0.00	0.00	0.00	2,064.03
Total Fund	**24,421.74**	**2,468.87**				**26,890.61**
2850 911 Emergency						
101000 CASH	77,523.96	87,156.02	0.00	0.00	109,809.78	54,870.20
101300 Investments - Money Market Accou	45,076.99	5.05	0.00	0.00	0.00	45,082.04
101500 Investment-STIP	182,541.84	119.45	0.00	85,000.00	0.00	97,661.29
Total Fund	**305,142.79**	**87,280.52**		**85,000.00**	**109,809.78**	**197,613.53**
2917 Crime Victims Assistance						
101000 CASH	6,454.93	0.00	0.00	0.00	0.00	6,454.93
3050 GO Bond						
101000 CASH	96,013.57	1,715.94	0.00	0.00	55,629.55	42,099.96
101300 Investments - Money Market Accou	5.10	0.00	0.00	0.00	0.00	5.10
101500 Investment-STIP	41,759.55	27.33	0.00	0.00	0.00	41,786.88
Total Fund	**137,778.22**	**1,743.27**			**55,629.55**	**83,891.94**
4000 Capital Projects/Equipment						
101000 CASH	-18,357.54	120,000.44	0.00	0.00	99,971.00	1,671.90
101300 Investments - Money Market Accou	63,191.75	7.08	0.00	0.00	0.00	63,198.83
101500 Investment-STIP	465,209.97	304.42	0.00	120,000.00	0.00	345,514.39
Total Fund	**510,044.18**	**120,311.94**		**120,000.00**	**99,971.00**	**410,385.12**
4060 Public Works Equipment Replacement						
101000 CASH	359.75	0.00	0.00	0.00	0.00	359.75
101300 Investments - Money Market Accou	20.90	0.00	0.00	0.00	0.00	20.90
101500 Investment-STIP	240.17	0.16	0.00	0.00	0.00	240.33
Total Fund	**620.82**	**0.16**				**620.98**
4070 Parkway Construction/Mtn						
101300 Investments - Money Market Accou	0.34	0.00	0.00	0.00	0.00	0.34
101500 Investment-STIP	6,868.53	4.50	0.00	0.00	0.00	6,873.03
Total Fund	**6,868.87**	**4.50**				**6,873.37**

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
4075 Street Construction /Maintenance						
101000 CASH	116.34	0.03	0.00	0.00	0.00	116.37
101300 Investments - Money Market Accou	13.64	0.00	0.00	0.00	0.00	13.64
101500 Investment-STIP	600,108.00	392.69	0.00	0.00	0.00	600,500.69
Total Fund	**600,237.98**	**392.72**				**600,630.70**
5210 Water Operating Fund						
101000 CASH	38,067.11	123,256.25	0.00	386.95	83,213.87	77,722.54
101300 Investments - Money Market Accou	0.38	0.00	0.00	0.00	0.00	0.38
101500 Investment-STIP	186,901.90	122.30	0.00	100,000.00	0.00	87,024.20
102245 Replacement & Depreciation Ent.	150,028.55	98.17	0.00	0.00	0.00	150,126.72
Total Fund	**374,997.94**	**123,476.72**		**100,386.95**	**83,213.87**	**314,873.84**
5220 Water Replacement Depreciation Fund						
101000 CASH	66,280.96	17.51	0.00	0.00	0.00	66,298.47
101500 Investment-STIP	284,325.48	186.05	0.00	0.00	0.00	284,511.53
Total Fund	**350,606.44**	**203.56**				**350,810.00**
5310 Sewer Operating Fund						
101000 CASH	114,037.54	41,176.04	1,770.56	130,386.95	7,998.52	18,598.67
101300 Investments - Money Market Accou	1.76	130,000.00	0.00	0.00	0.00	130,001.76
101500 Investment-STIP	645,334.27	422.29	0.00	0.00	0.00	645,756.56
101510 Mad Add Construction-STIP	61,026.27	39.93	0.00	0.00	0.00	61,066.20
102245 Replacement & Depreciation Ent.	131,079.15	85.77	0.00	0.00	0.00	131,164.92
Total Fund	**951,478.99**	**171,724.03**	**1,770.56**	**130,386.95**	**7,998.52**	**986,588.11**
5320 Sewer Replacement Depreciation Fund						
101000 CASH	8,509.24	2.25	0.00	0.00	0.00	8,511.49
101500 Investment-STIP	423,364.36	277.04	0.00	0.00	0.00	423,641.40
Total Fund	**431,873.60**	**279.29**				**432,152.89**
7010 Social Services/Help Fund						
101000 CASH	24,576.07	2,006.36	0.00	0.00	2,509.36	24,073.07
101300 Investments - Money Market Accou	2.48	0.00	0.00	0.00	0.00	2.48
101500 Investment-STIP	20,068.15	13.13	0.00	0.00	0.00	20,081.28
Total Fund	**44,646.70**	**2,019.49**			**2,509.36**	**44,156.83**
7195 Court Collections Trust Acct						
101000 CASH	8,296.49	0.00	0.00	0.00	0.00	8,296.49
7458 Court Surcharge HB176						
101000 CASH	215.00	135.00	0.00	0.00	215.00	135.00
7467 MT Law Enforcement Academy (MLEA)						
101000 CASH	200.00	130.00	0.00	0.00	200.00	130.00
7468 Public Defender Fee						
101000 CASH	62.00	0.00	0.00	0.00	62.00	0.00
7469 City Court - Judge Brandis						
101000 CASH	13,147.22	5,030.00	0.00	3,590.00	821.00	13,766.22
7699 Victims Assistance Program						
101000 CASH	216.00	120.00	0.00	0.00	216.00	120.00
7910 Payroll Fund						
101000 CASH	-2,363.50	0.00	180,235.19	172,210.37	0.00	5,661.32
7930 Claims Fund						

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
101000 CASH	6,564.01	0.00	664,230.20	600,915.52	0.00	69,878.69
Totals	**7,049,312.27**	**1,428,741.74**	**846,259.78**	**1,909,942.21**	**846,259.78**	**6,568,111.80**

*** Transfers In and Transfers Out columns should match. There are a couple exceptions to this: 1) Canceled Electronic Checks and 2) Payroll Journal Vouchers that include local deductions set up with receipt accounting. Please see cash reconciliation procedure in manual or call for more details.

First Security Bank

Agreement Number:	60722900
Tax ID Number:	81-0299400
Expiration Date:	5/31/2017

REPURCHASE CONFIRMATION

Treasurer's Office
Town of West Yellowstone
P O Box 1570
West Yellowstone MT 59758

Trade Date:	2/28/2017
Settlement Date:	2/28/2017
Maturity Date:	3/1/2017

Repurchase Rate: The Federal Fund rate as posted by the Federal Reserve Bank of New York, adjusted weekly.

Current Balance: $569,819.23

Repurchase Maximum Balance: $750,000.00

Current Rate: 0.660%

SECURITY DESCRIPTION

Security	CUSIP	Rate	Maturity	Par		Market Value
Sourdough MT Rural Fire Dist	836172AN6	3.500%	7/1/2026	$375,000		$381,916
Gallatin County MT SD #44	36370NCF0	2.000%	6/1/2017	$500,000		$503,745
				$875,000	**Total:**	$885,661

Fractional Interest in Security* : **64.34%**

**Fractional Interest = [(Current Balance)/(Market Value)] %*

This Repurchase Agreement is not a deposit and is not covered by FDIC deposit insurance. In the event of a bank failure, the Town of West Yellowstone will become the owner of the Securities, or obtains a perfected security interest in these Securities.

The following are Bank holidays

Monday, January 02, 2017
Monday, January 16, 2017
Monday, February 20, 2017
Monday, May 29, 2017
Tuesday, July 04, 2017
Monday, September 04, 2017
Monday, October 09, 2017
Thursday, November 23, 2017
Monday, December 25, 2017
Monday, January 01, 2018

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org	Acct	Object	Proj	Cash Account
42916		2575 WY Tourism Business Improvement	10,531.29								
	03/01/17	February 2017 collections	10,531.29		TBID	2102		411800	540		101000
42922		42 Fall River Electric	8,640.80								
	03/22/17	UPDH 4212041 elec service	757.91		UPDH	1000		411252	341		101000
	03/22/17	POLICE 4212008 elec service	476.49		POLICE	1000		411258	341		101000
	03/22/17	shop 4212018 elec service	409.85		STREET	1000		430200	341		101000
	03/22/17	ANIMAL 4212029 elec serv	209.55		ANIMAL	1000		440600	341		101000
	03/22/17	PARK 4212032 Elec ser	346.46		PARK	1000		411253	341		101000
	03/22/17	PARK 2901001 elec serv	185.09		PARK	1000		411253	341		101000
	03/22/17	CLORINATOR 4212030 elec serv	70.03*		WATER	5210		430500	341		101000
	03/22/17	MAD ADD WATER 4212017	48.25*		WATER	5210		430500	341		101000
	03/22/17	PUMP 4212005 elec serv	70.61*		WATER	5210		430500	341		101000
	03/22/17	SEWER LIFT STATION 4212006	238.43		SEWER	5310		430600	341		101000
	03/22/17	SEWER PLANT 4212007 elec ser	434.49		SEWER	5310		430600	341		101000
	03/22/17	MAD SEWER LIFT 4212014 elec	205.99		SEWER	5310		430600	341		101000
	03/22/17	SEWER TREAT SERV 4212046 ele	2,611.83		SEWER	5310		430600	341		101000
	03/22/17	library 23 dunraven 4212054	169.27		LIBRY	1000		411259	341		101000
	03/22/17	povah comm ctr 4212001	221.35		POVAH	1000		411255	341		101000
	03/22/17	unmetered lights 4212004	1,451.25		STLITE	1000		430263	341		101000
	03/22/17	Town Hall 4212009	593.51		TWNHAL	1000		411250	341		101000
	03/22/17	Ice Rink 421010	54.77		PARKS	1000		411253	341		101000
	03/22/17	Hayden water well 4212015	43.01*		WATER	5210		430500	341		101000
	03/22/17	substtion/water well 4212031	42.66*		WATER	5210		430500	341		101000
42924		2088 Town West Yellowstone	695.75								
	03/01/17	utility chrgs, Chamber, 895	34.79		BLDGS	1000		411257	340		101000
	03/01/17	utility chrgs, UPDL, 892	57.55		BLDGS	1000		411252	340		101000
	03/01/17	utility chrgs, PS Shops, 884	26.52		BLDGS	1000		411253	340		101000
	03/01/17	utility chrgs. Povah Ctr, 887	53.01		BLDGS	1000		411255	340		101000
	03/01/17	utility chrgs, Police Dept,886	34.15		BLDGS	1000		411258	340		101000
	03/01/17	utility chrgs, City Park, 885	353.33		BLDGS	1000		411253	340		101000
	03/01/17	utility chrgs, Library, 891	26.80		LIBBLD	1000		411259	340		101000
	03/01/17	utility chrgs, Lift #1, 903	11.48		SEWER	5310		430600	340		101000
	03/01/17	utility chrgs, Twn Hall, 921	98.12		TWNHAL	1000		411250	340		101000
42925		2789 WEX Bank	7,340.09								
	03/01/17	07 Ford Expedition 6-54563A	45.41		SS	1000		450135	231		101000
	03/01/17	06 Dodge Durango 6-1374	123.69		PUBSER	1000		430200	231		101000
	03/01/17	10 Ford Crown Vic 6-34157A	0.00		POLICE	1000		420100	231		101000
	03/01/17	08 Ford Crown Vic 6-1437	0.00		POLICE	1000		420100	231		101000
	03/01/17	10 Ford Expedition 6-000046	171.23		POLICE	1000		420100	231		101000
	03/01/17	11 Ford Expedition 6-21425A	220.30		POLICE	1000		420100	231		101000
	03/01/17	10 JD Backhoe	0.00		STREET	1000		430200	231		101000
	03/01/17	77 Int'l Dumptruck	184.67		STREET	1000		430200	231		101000
	03/01/17	Snow Blower	671.28		STREET	1000		430200	231		101000

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org	Acct	Object	Proj	Cash Account
	03/01/17	85 Ford Dumptruck	303.05		STREET	1000		430200	231		101000
	03/01/17	140 G Grader	9.39		STREET	1000		430200	231		101000
	03/01/17	CAT 936 Loader	1,438.54		STREET	1000		430200	231		101000
	03/01/17	91 Ford 6-582	0.00		STREET	1000		430200	231		101000
	03/01/17	95 Mobile Sweeper	0.00		STREET	1000		430200	231		101000
	03/01/17	97 Athey Sweeper	0.00		STREET	1000		430200	231		101000
	03/01/17	14 Water Truck	0.00		STREET	1000		430200	231		101000
	03/01/17	00 Freightliner Dump 6-60700A	271.17		STREET	1000		430200	231		101000
	03/01/17	Snowmobile	0.00		POLICE	1000		420100	231		101000
	03/01/17	02 Freightliner Dump 6-54564A	333.28		STREET	1000		430200	231		101000
	03/01/17	08 Ford Pickup 6-1450	109.14		STREET	1000		430200	231		101000
	03/01/17	08 GMC Pickup 6-1484	120.09		STREET	1000		430200	231		101000
	03/01/17	08 CAT 938H Loader	561.04		STREET	1000		430200	231		101000
	03/01/17	08 904B MiniLoader	97.13		STREET	1000		430200	231		101000
	03/01/17	93 Dodge 6-2010	0.00		STREET	1000		430200	231		101000
	03/01/17	YNP Truck #1	326.48		STREET	1000		430200	231		101000
	03/01/17	08 Ford Escape (multi-use)	58.87		DISPAT	1000		420160	370		101000
	03/01/17	14 Police Interceptor	326.38		POLICE	1000		420100	231		101000
	03/01/17	15 Ford F-250	170.46		STREET	1000		430200	231		101000
	03/01/17	2010 JD 772 Grader	1,557.10		STREET	1000		430200	231		101000
	03/01/17	YNP Truck #2	68.78		STREET	1000		430200	231		101000
	03/01/17	PD Dodge Ram #1	77.95		POLICE	1000		420100	231		101000
	03/01/17	PD Dodge Ram #2	94.66		POLICE	1000		420100	231		101000
42927		2558 Hebgen Basin Fire District	40,079.17								
	03/15/17	2017 March	40,079.17		FIRE	1000		420400	357		101000
42928		1514 Verizon Wireless	811.42								
13 Smartphones											
6 regular phones											
3 laptops											
	02/20/17	640-0108, Police	31.32		SOCSER	1000		420100	345		101000
	02/20/17	640-0121 Street SP	61.32		STREET	1000		430200	345		101000
	02/20/17	640-0141 Street SP	61.32		STREET	1000		420100	345		101000
	02/20/17	640-1103, Operator SP	61.32		STREET	1000		430200	345		101000
	02/20/17	640-1438, SS Director	31.32		SOCSER	1000		450135	345		101000
	02/20/17	640-1460, Library Dir, SP	61.32*		LIBRAR	2220		460100	345		101000
	02/20/17	640-1461, Facilities Tech, SP	61.32		WATER	5210		430500	345		101000
	02/20/17	640-1462, Operator, SP	61.32		WATER	5210		430500	345		101000
	02/20/17	640-1463, Deputy PSS, SP	61.32		SEWER	5310		430600	345		101000
	02/20/17	640-1472, Ops Mgr, SP	61.32		ADMIN	1000		410210	345		101000
	02/20/17	640-1676, Rec Coor, SP	61.32		REC	1000		460440	345		101000
	02/20/17	640-1754, COP, SP	61.32		POLICE	1000		420100	345		101000
	02/20/17	640-1755, Police	31.32		POLICE	1000		420100	345		101000
	02/20/17	640-1756, Police	31.32		POLICE	1000		420100	345		101000
	02/20/17	640-1757, Police	31.32		POLICE	1000		420100	345		101000
	02/20/17	640-1758, Police, SP	61.32		POLICE	1000		420100	345		101000

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org	Acct	Object	Proj	Cash Account
	02/20/17	640-1759, Police	31.32		POLICE	1000		420100	345		101000
	02/20/17	640-7547, Facilities Tech	61.32		PARKS	1000		460430	345		101000
	02/20/17	640-9074, PSS, SP	61.43		SEWER	5310		430600	345		101000
	02/20/17	COP laptop	46.21		POLICE	1000		420100	345		101000
	02/20/17	683 laptop	40.01		POLICE	1000		420100	345		101000
	02/20/17	Officer laptop	40.01		POLICE	1000		420100	345		101000
	02/20/17	Equipment returns	-499.99		STREET	1000		430200	220		101000
	02/20/17	new phone	199.99*		LIB	2220		460100	220		101000
42930		2813 Century Link	1,982.29								
	02/19/17	DSL Povah, 646-7982	-12.54*		POVAH	1000		411255	345		101000
	02/19/17	DLS Police 646-0231	-16.54		POLICE	1000		420100	345		101000
	02/19/17	DSL Pub Serv Office 646-7949	-16.54		BLDINS	1000		430200	345		101000
	02/19/17	Sewer Treat 646-9027	-9.42		SEWER	5310		430600	345		101000
	02/19/17	Sewer lift 646-5141	-9.46		SEWER	5310		430600	345		101000
	02/19/17	PCC Elevator 646-7481	-9.42*		POVAH	1000		411255	345		101000
	02/19/17	Centrex Finance - 20%	154.34		FINADM	1000		410510	345		101000
	02/19/17	Centrex, Police-20%	154.34		POLICE	1000		420100	345		101000
	02/19/17	Centrex, Soc Ser -10%	77.17		SOCSER	1000		450135	345		101000
	02/19/17	Centrex, Court - 10%	77.17		COURT	1000		410360	345		101000
	02/19/17	Centrex, Public Services - 20%	154.34		STREET	1000		430200	345		101000
	02/19/17	Centrex, PCC - 10%	77.17*		POVAH	1000		411255	345		101000
	02/19/17	Centrex, Lib	77.08*		LIB	2220		460100	345		101000
	02/19/17	E911 Viper 646-5170	98.02		E911	2850		420750	345		101000
	02/19/17	E911 255-9710	998.60		E911	2850		420750	345		101000
	02/19/17	E911 255-9712	26.33		E911	2850		420750	345		101000
	02/19/17	Alarm Lines, 646-5185	72.94		TWNHAL	1000		411250	345		101000
	02/19/17	late fees, due to transition	88.71			1000		410510	870		101000
42931		2852 Blackfoot Communications	1,893.28								
	02/15/17	602-4908, povah center	5.00*		POVAH	1000		411255	345		101000
	02/15/17	646-5106, fax soc svc	39.10		SOCSRV	1000		450135	345		101000
	02/15/17	646-5119, police station	39.10		POLICE	1000		420100	345		101000
	02/15/17	646-5141, sewer plant alarm	39.10		SEWER	5310		430600	345		101000
	02/15/17	646-5185, town hall alarm	39.10		TWNHAL	1000		411250	345		101000
	02/15/17	646-7311, social services	42.95		SOCSRV	1000		450135	345		101000
	02/15/17	646-7481, povah elevator	40.24*		POVAH	1000		411255	345		101000
	02/15/17	646-7511, town hall fax	39.10		TWNHAL	1000		411250	345		101000
	02/15/17	646-7609, public works	27.75		SEWER	5310		430600	345		101000
	02/15/17	646-7650, police station fax	39.10		POLICE	1000		420100	345		101000
	02/15/17	646-7715, povah center	31.10*		POVAH	1000		411255	345		101000
	02/15/17	646-7795, town hall	219.13		TWNHAL	1000		411250	345		101000
	02/15/17	646-7845, court clerk	8.31		COURT	1000		410360	345		101000
	02/15/17	646-9017, library	41.10*		LIBRAR	2220		460100	345		101000
	02/15/17	646-9027, sewer plant alarm	39.10		SEWER	5310		430600	345		101000
	02/15/17	ethernet, library	272.00*		LIBRAR	2220		460100	345		101000
	02/15/17	ethernet, povah center	310.00*		POVAH	1000		411255	345		101000

* ... Over spent expenditure

Claim / Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org	Acct	Object	Proj	Cash Account
	02/15/17 ethernet, police station	350.00		POLICE	1000		420100	345		101000
	02/15/17 ethernet, town hall	272.00		TWNHAL	1000		411250	345		101000
42932	3014 Rob Richards	350.00								
	02/19/17 Povah Center deposit refund	350.00		POVAH	2210		214001			101000
42933	3004 Partsmaster	753.33								
	23115898 02/14/17 wrenches	131.93		STREET	1000		430200	220		101000
	23116351 02/15/17 sockets, tools	621.40		STREET	1000		430200	220		101000
42934	2099 Quick Print of West Yellowstone	341.45								
	9831 02/07/17 police business cards	318.50		POLICE	1000		420100	321		101000
	9882 02/16/17 labels for library	22.95*		LIBRAR	2220		460100	220		101000
42935	951 Barnes & Noble	272.96								
	3412123 02/07/17 books for library	166.36		LIBRAR	2220		460100	215		101000
	3412124 02/07/17 books for library	37.03		LIBRAR	2220		460100	215		101000
	3416320 02/14/17 books for library	69.57		LIBRAR	2220		460100	215		101000
42936	379 Energy Laboratories, Inc	408.00								
	60041 02/20/17 sewer testing	408.00		SEWER	5310		430640	357		101000
42937	2800 RDO Equipment Co.	503.63								
	p31072 02/17/17 floodlamps	503.63*		STREET	1000		430200	369		101000
42938	2845 Kasting, Kauffman & Mersen, PC	1,035.00								
	Sept 2016 02/09/17 criminal legal services, Se	1,035.00		LEGAL	1000		411100	352		101000
42939	2794 Tom Cherhoniak	15.00								
	Sept 2016 02/24/17 refund from comm garden	15.00		GARDEN	2213		365000			101000
42940	3015 Susan Nesbitt	20.00								
	02/24/17 refund from comm garden	20.00		GARDEN	2213		365000			101000
42941	3008 Liz Roos	92.63								
	20001 02/21/17 dinner for work session 2/21	92.63		COUNC	1000		410100	220		101000
42942	3 US Postmaster	225.00								
	02/20/17 postage permit #30	225.00		FINADM	1000		410510	311		101000
42943	2977 Staples Credit Plan	451.79								
	1743941352 01/24/17 cork board	10.49		SOCSVC	1000		450135	220		101000
	1748270951 01/28/17 copy paper, pens	163.74		ADMFIN	1000		410510	220		101000
	1749240231 01/31/17 usb	39.36		DISPAT	1000		420160	220		101000
	1749285551 01/31/17 popups	19.67		DISPAT	1000		420160	220		101000
	1751129191 02/01/17 ink	218.53		DISPAT	1000		420160	220		101000

* ... Over spent expenditure

Claim / Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org	Acct	Object	Proj	Cash Account
42944	725 Swan Cleaners	52.00								
1355	02/01/17 laundry service, prisoners	52.00		POLICE	1000		420230	390		101000
42945	2952 DIS Technolgies	595.00								
30979	02/05/17 monthly IT services	595.00		DISPAT	1000		420160	398		101000
42946	1331 West Yellowstone Foundation	100.00								
	02/15/17 bus ride vouchers	100.00		SOCSRV	7010		450135	370		101000
42947	2635 Jake's Automotive and Tire	106.50								
14479	02/23/17 tire replacement	106.50		STREET	1000		430200	239		101000
42948	2268 Myslik, Inc.	5,061.52								
022417A	02/24/17 heavy equipment repair	5,061.52*		STREET	1000		430200	369		101000
42949	2937 CINTAS First Aid & Safety	86.72								
5007206147	02/13/17 ice glove	86.72		STREET	1000		430200	220		101000
42950	2455 Tri State Excavating, LLC	2,493.75								
5004	02/21/17 snow removal, equipm rental	2,493.75*		STREET	1000		430200	398		101000
42951	1446 Yellowstone Historic Center	250.00								
	03/01/17 Sponsor membership	250.00		ADMIN	1000		410210	335		101000
42952	2993 Land Solutions, LLC	1,932.20								
1612D-02	02/22/17 design fees	1,932.20		PLAN	1000		411000	357		101000
42953	547 WY Chamber of Commerce	2,500.00								
	02/17/17 MAP fund reqest, EXPO	2,500.00		MAP	2101		410130	398		101000
42955	3016 Heath White	350.00								
	08/15/15 UPDL deposit refund	350.00		UPDL	2210		214000			101000
42956	1085 JD Speciality Services	3,448.00								
3258	03/01/17 repair heavy equipment	3,448.00*		STREET	1000		430200	369		101000
42958	3017 Jeremy Roberson	350.00								
	05/27/15 UPDL deposit refund	350.00		UPDL	2210		214000			101000
42959	40 Jerry's Enterprises	31.00								
1943	02/02/17 newspaper subscription	31.00		ADMIN	1000		410210	333		101000

* ... Over spent expenditure

Claim / Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org	Acct	Object	Proj	Cash Account
42960	2421 NAPA Auto Parts	1,757.52								
203755	02/28/17 vehicle parts & equipment	1,757.52		STREET	1000		430200	220		101000
42961	2537 Balco Uniform Co., Inc.	1,693.75								
Daniel Palmer										
45324	02/27/17 Namebar	27.75		POLICE	1000		420100	226		101000
45334-1	01/06/17 Police Uniform	578.00		POLICE	1000		420100	226		101000
45334-2	01/16/17 police jacket	120.00		POLICE	1000		420100	226		101000
45147-2	01/11/17 body armor	829.00		POLICE	1000		420100	226		101000
45248-1	12/29/16 police equipment	86.00		POLICE	1000		420100	226		101000
45248-2	01/20/17 police equipment	29.00		POLICE	1000		420100	226		101000
52511	02/21/17 police equipment	24.00		POLICE	1000		420100	226		101000
42962	2898 TransUnion Risk and Alternative	27.90								
03/01/17	credit/background checks	27.90		POLICE	1000		420100	220		101000
acct 1856110										
42963	73 Westmart Building Center	553.41								
02/27/17	street buildings material/supp	89.28		STREET	1000		430200	366		101000
02/27/17	street supplies	153.64		STREET	1000		430200	220		101000
02/27/17	police supplies	15.19		POLICE	1000		420100	220		101000
02/27/17	UPDL building supplies	295.30		UPDL	1000		411252	220		101000
42964	2616 David Arnado	311.00								
03/02/17	travel advance request	311.00		BLDG	1000		420531	370		101000
42965	3003 Kyle Tanner	311.00								
02/24/17	travel advance request	311.00		BLDG	1000		420531	370		101000
42967	2306 Brandy Holland	23.63								
03/02/17	reimb petty cash bag	23.63		SUMREC	1000		460449	220		101000
42968	171 Montana Food Bank Network	508.80								
AOR-8224-1	02/22/17 commodities	508.80		HELP	7010		450135	220		101000
42969	2541 Montana Outdoors	27.00								
1241280	02/13/17 THREE YEAR sub renewal	27.00			2220		460100	215		101000
42970	2116 DEQ/WWO	7,000.00								
03/03/17	ground water permit	7,000.00		WATER	5210		430500	354		101000

# of Claims 44 Total: 106,013.58

Fund/Account	Amount
1000 General Fund	
101000 CASH	$77,673.90
2101 Marketing & Promotions (MAP)	
101000 CASH	$2,500.00
2102 TBID (Tourism Business Improvement	
101000 CASH	$10,531.29
2210 Parks & Recreation	
101000 CASH	$1,050.00
2213 Community Garden	
101000 CASH	$35.00
2220 Library	
101000 CASH	$974.40
2850 911 Emergency	
101000 CASH	$1,122.95
5210 Water Operating Fund	
101000 CASH	$7,397.20
5310 Sewer Operating Fund	
101000 CASH	$4,120.04
7010 Social Services/Help Fund	
101000 CASH	$608.80
Total:	$106,013.58

WEST YELLOWSTONE TOWN COUNCIL
Town Council Work Session & Meeting
February 21, 2017

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

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

Joe and Monika Rogers, Mark Walkup, Bruce McPherson-Librarian, Scott Clark, Tom Cherhoniak, Brenda Martin-Head Dispatcher, Travis Watt, Clyde Seely, Ryan Barker-Forsgren Associates, Richard and Teri Gibson, Vickie Barta, Katie Ostberg, Erin Benike, Arnie Siegel, Marysue Costello-WY Chamber of Commerce Executive Director, Angie & Bob Everest, Sarah Hanson, Gaye McBirnie, Carrie Taggart, Dan & Brenna Mauer, Tashina Smith, Moira Dow

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.

WORK SESSION

A) Mayor Johnson calls the meeting to order. The topic of discussion for the work session is the Little Rangers Learning Center. Bruce McPherson explains that they are here to present the business plan for the Little Rangers Learning Center (LRLC). He first thanks the board for the LRLC for all their hard work to put this organization together as well as the staff of the center and the library. McPherson explains that their purpose is to explain how their organization is viable and reliable. They have filed for 501-(c)(3) status from the IRS and prepared a budget, projections, and long-term plans to make the center sustainable. He asks Vickie Barta to explain the business plan for the center. Barta says the business plan was distributed to the council earlier today and asks if they have any questions. Forsythe asks if the committed donations are part of their cost estimates. Barta says they are not. Martineau asks about employees. She says that they currently have six employees and anticipate needing nine when the center is at capacity. They briefly discuss numbers for the facility and the need to hire more staff in the summertime. Mark Walkup describes the budget they put together for the center. Forsythe asks if they will fund-raise to offset costs and he responds that they will. Johnson asks how the board feels about rent. Those present indicate that they hope not to pay rent. Johnson asks about the qualifications for the staff of the center. McPherson says that the focus of the center will be education. They plan to have a structured Pre-K program in place for 4 and 5 year old children. Kathi Arnado, Social Services Director, explains that she is on the board as a resident and not a representative of the Town. She says that they are working on scholarships for children at the center. Child Care Connections is a state program that she is familiar with and worked with the previous daycare business. This program is based on family income and also supplements food. At this time, 30% of the students are on this program. They are also looking into other programs from local foundations and employer-based programs. McPherson says that they absolutely will fund-raise to support the center. He says that over the course of five years, he raised almost $100,000 for the existing Pre-K program. He says he has already been approached by people that are willing to donate to the program. McPherson introduces Arnie Siegel to discuss donations. He says that they have already raised approximately $122,000 from members of the Povah family and himself. Of that money they have approximately $88,000 left. He says that he and his wife, Steffi, are willing to commit between $200,000 and $250,000 more. He says they had other interested donors at the end of the year, but they had to back off due to needing the tax deduction. He says that there are a lot of possibilities for other donors and they have an outstanding loan for $26,000. If they pay off the loan, they will still have $262,000 and possibly as much as $310,000. McPherson

says that they also want to request that any building that comes out of this shall be called "The Siegel Learning Center." McPherson moves on to describing the proposed modular building to set west of the Povah Center. The proposed building is approximately 5000 square feet with an outdoor play area. The building will support 60 to 70 children and total project cost is estimated to be $872,000 to $938,000. Johnson asks if the proposed building can be expanded. Sabolsky describes the design, which is essential six modular units put together. He says that they can expand the building but they determined that building it for 70 children rather than 60 is only another $60,000. Sarah Hanson questions whether they actually need space for 70 children. She says they only have 37 enrolled now but they don't have 37 there are all times. McPherson asks Katie Ostberg to explain the enrollment numbers. She says that they have 37 enrolled and 12 on the waiting list. They have 28 students there full-time. She says they do anticipate numbers growing come summertime. Johnson asks if they would expect the Town to care for the building. McPherson says he thinks it would be similar to the arrangement with the library, where the Town owns and cares for the outside of the building and they care for the inside. Sabolsky answers questions about the design and exterior of the building. Arnie Siegel asks the Council to remember that without a child care center, this town could deteriorate. He says the community will either grow or die if they don't meet this need.

ACTION TAKEN

1) Motion carried to approve Purchase Order #6738 to E-Force to purchase a Computer Aided Dispatch/Records Management System (CAD/RMS) for a total amount of $138,670.65. (Martineau, Forsythe)

2) Motion carried to approve the claims, which total $7511.00. (Forsythe, Martineau)

3) Motion carried to approve the claims, which total $257,602.59. (Forsythe, Martineau)

4) Motion carried to approve the Consent Agenda, which includes the minutes of the February 7, 2017 Town Council Work Session and Town Council Meeting. (Forsythe, Martineau)

5) Motion carried to approve the new business license application for 1872 Inn, Inc. to operate an 18-unit inn at 603 Yellowstone Avenue. (Forsythe, Martineau)

6) Motion carried to approve Resolution No. 694, a resolution of intent to commit to design and construct a learning center and designate real property for this purpose, as amended. (Forsythe, Martineau)

7) Motion carried to approve the permits and temporary closures of Iris and Madison, contingent upon approval of the permits by the Public Services, Fire, Police, and Administration departments. (Martineau, Forsythe)

8) Motion carried to approve the Outside Amplification Permit, contingent upon approval by affected town departments. (Forsythe, Martineau)

9) Motion carried to approve Resolution No. 695, a resolution lifting the open container ordinance during specific times during the 2017 Snowmobile Expo, as amended. (Martineau, Forsythe)

10) Motion carried to approve the first reading of Ordinance No. 265, an ordinance authorizing extended jurisdiction for the Police Department around West Yellowstone. (Martineau, Forsythe)

Presentation: Chief Scott Newell and Head Dispatcher Brenda Martin present the Dispatcher of the Year Award to David Rightenour.

Public Comment Period: Travis Watt addresses the Council regarding the Little Rangers Learning Center proposal. He cautions the Town about competing with private business. He says they should review financial statements and questions building a facility that is a quarter the size of the entire school system. He asks what the Town's commitments are to this project. He says he is against the Town deeding land for any type of business operation, whether for profit or non profit. He does, however, support a lease. He suggests a thoughtful approach to a long-term solution.

Council Comments: Brad Schmier says he is disappointed to hear that the amphitheater project has been stalled and is a big supporter of the Music in the Park activities. He says they should consider a short-term solution for that activity because they are wearing out the volunteers.

Greg Forsythe says he has heard from community members and would like Scott Clark to come back before the Council and report on where the aquatic center project is. He says that he has also heard from a couple residents who feel that it is more important to clear snow from the residential areas before the business areas. Patterson says that the last three times they have plowed they have done the Madison Addition first, but there is always someone that is unhappy.

DISCUSSION

A) **Advisory Board Reports**: Moira Dow reports that the Parks &Advisory Board met recently and discussed improving the green space by the Povah Center and making improvements in Pioneer Park. Sabolsky adds that they asked him to look into wages for recreation specialists such as the yoga teacher and martial arts teacher, since they don't receive other benefits perhaps their wages should be raised. They also discussed the summer recreation program and improving participation in fall sports. Teri Gibson reports that the Planning Board met and discussed the 1872 Inn project, lighting at the Days Inn, and access to the RV spots on the property on Gibbon that was recently purchased by the Kelly Inn.

B) **Town Manager & Department Head Reports**: Town Manager Dan Sabolsky reports that he has been working on the Employee Personnel Policy manual with employees Leah Sherman and Anthony Kearney. He says they had a surprise visit from the DPHHS for an inspection. They did note some deficiencies but they were happy to report that they do have a safety committee in place. He reports that he sent out an email to the Council about applying for a TA grant, which could be used to fund the Frontier Trail. He says Stahly Engineering could help them write the grant and even if they are not successful, they could use that documentation to pursue grants in the future. He says they were recently contacted about allowing the installation of a cell phone tower on the east side of Boundary Street. The tower would be approximately 120' tall and they are doing more research on the proposal. He reports that he did send out the letter to our local legislators supporting an increase of the resort tax. He says he immediately received a response from Jedediah Hinkle who indicated he would not support the legislation. He reports that he did meet with a developer that wants to build a hotel this morning. He says he explained the current building moratorium and they are looking to purchase land. He also mentions the upcoming growth policy meeting with Land Solutions on March 1, 2017. Johnson says that a technician was in the area today looking at the television tower on Horse Butte. He says that he went up the tower along with Steve Keen and Quinn Roos who are learning how to maintain and repair the tower. Public Services Superintendent James Patterson reports that the blower motors should be back and repaired next week. He will come in tomorrow and clean up the streets and smooth out the slush. They are working on the restrooms at the Dining Lodge and have had to remove a lot of walls due to mold. Forsythe asks about the roof leak in the judge's office in the Town Hall. Patterson says they think the water is getting trapped in the vent and he has talked to Dick Anderson Construction about correcting that. Finance Director

Lanie Gospodarek reports that they have an audit conference coming up this week, all council members are invited to participate. They are working on the business license ordinance and budget amendments that need to be addressed before the end of the fiscal year. Police Chief Scott Newell says they are installing the new 911 system at the Police Department, which has been a big challenge. Dispatcher Nansi Cisneros is retiring March 14, 2017 and Jim Longworth has also announced that he will be leaving in mid-April. Officer Kearney made it through his surgery, Officer Daniel Palmer is half-way through training at MLEA and the new Dodge pickups will be here tomorrow. Social Services Director Kathi Arnado reports that the manager of the Southlake Apartments, Kim Hathaway, passed away and was found this morning, which was a sad and unexpected event.

6) Mayor Johnson reads Resolution No. 694, a resolution of intent to commit to design and construct a learning center and designate real property for this purpose. Sabolsky points out some minor language changes made to the resolution since it was sent out in the packet. The Council discusses whether including the amount of $275,000 is appropriate. They also discuss the dimensions of the proposed building and whether they should designate the exact dimensions of the land. Sabolsky explains the building estimates but feels there are things that can be cut to reduce the project cost. Johnson asks what is the cost to the Town. Sabolsky says that these are all estimates, but it will probably be between $500,000 and $600,000. Schmier summarizes that they have concerns about land dimensions and final cost. Johnson asks Finance Director Lanie Gospodarek how would the Town pay for the project. Gospodarek responds that she hasn't been asked to pursue that, but suggests they would have to go through the capital improvement plan and make changes or obtain a loan. Sabolsky says that he talked to Maggie Anderson at First Security and she indicated that they could do a loan around 2.25%. The Council debates the capacity of the proposed center. Teri Gibson says that if they are going to spend the money to build the facility, they should spend the extra amount to support 70 kids. Richard Gibson says they should look to the future and realize that having a facility like this will attract families that are the future of our community. Bob Everest says that he supports using precise language so they know exactly what is going to happen going forward. He says he supports the center and encourages them to proceed. Martineau says he agrees that this is the future of the community, but also points out that they need places for people to live. Forsythe says he thinks the resolution should specify exactly what Little Rangers Learning Center actually is. Johnson says he would like to see a maximum amount in the resolution.

7) Travis Watt and Brad Delaney address the Council on behalf of the West Yellowstone Chamber of Commerce, Snowmobile Events Committee. Watt explains that this year they are proposing to stage snowmobile event from the west end of Town. They will not put up the tent behind the Holiday Inn, but intend to put the vendors along Iris Street between Madison and Firehole. The group discusses closing the street and still allowing access to private property on that street during the event.

The meeting is adjourned. (9:25 PM)

_____
Mayor

ATTEST:

_____
Town Clerk

VENTURES WEST INC.
WEST YELLOWSTONE, MONTANA

February 15, 2017

Town of West Yellowstone
P.O. Box 1570
West Yellowstone, MT 59758

RE: Resort Tax Bond

Due to our long history as a business owner in West Yellowstone, Ventures West Inc. is requesting to have the $500.00 Resort Tax Bond waived for the Buffalo Jump Apartments.

Thank you,

Neal Pringle
General Manager
Ventures West Inc.

PO BOX 710 • WEST YELLOWSTONE, MT 59758 • 406-646-4113 • FX 406-646-9576

Elizabeth Roos

From: Moose Creek Inn <moosecreekinn@qwestoffice.net>
Sent: Wednesday, February 22, 2017 8:59 AM
To: 'Elizabeth Roos'
Subject: RE: Resort Tax Bond

Hi Liz:

Thank you for the email.

This email is to request a waiver of the $500 resort tax bond for the 1872 Inn.

I will be in to pay for the Business License on March 1, 2017.

Thank you for your assistance in this matter.
Sincerely,
Brenna Maurer
Moose Creek Cabins & Inn
1872 Inn

PUBLIC HEARING
Ordinance No. 265, Police Jurisdiction

NOTICE IS HEREBY GIVEN that the Town Council of the Town of West Yellowstone will conduct a Public Hearing **March 7, 2017** regarding Ordinance 265. Ordinance No. 265 establishes the authority of the Police Department to make arrests and investigate activities within the corporate limits of the Town, within 5 miles of the limits of the Town, and along the water supply line for the Town. This ordinance is in accordance with Montana Code Annotated (MCA) 7-32-4301.

Complete copies of the ordinances are available at the Town Hall, 440 Yellowstone Avenue, West Yellowstone, MT or by email at eroos@townofwestyellowstone.com. The proposed ordinance is also posted on the Town's website: www.townofwestyellowstone.com. The public hearing will be held during the regular Town Council Meeting which begins at 7:00 PM on March 7, 2017. The meeting will take place in the Town Hall, 440 Yellowstone Avenue in West Yellowstone, MT, at which time oral testimony will be taken from the public. Written testimony may be submitted until 5:00 PM on the date of the hearing to the Town Clerk at the Town Hall, by mail to P.O. Box 1570, West Yellowstone, MT 59758, or by email to eroos@townofwestyellowstone.com. For further information contact the Town Offices, 646-7795.

Elizabeth Roos
Town Clerk

ORDINANCE No. 265

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF WEST YELLOWSTONE AMENDING THE WEST YELLOWSTONE TOWN CODE TO AUTHORIZE POLICE DEPARTMENT AND TO PROVIDE FOR EXTENDED JURISDICTION OF THE POLICE DEPARTMENT

WHEREAS, the Town Council of the Town of West Yellowstone believes that the authorization of police jurisdiction is in the best interests of the health, safety, and welfare of the citizens of West Yellowstone; and

WHEREAS, The Town Council believes it is in the best interests of the citizens of the Town of West Yellowstone to afford the police department extended jurisdiction outside the boundaries of the Town in accordance with Section 7-32-4301, MCA;

NOW THEREFORE, BE IT ORDAINED by the Town Council of the Town of West Yellowstone that the following amendments be made to the municipal code of the Town of West Yellowstone, effectively amending Sections 2 and 9 as follows:

Section 1:

There shall be a police department which shall be called the West Yellowstone Police Department governed by the municipal law of this state, as set forth in sections §7-32-4104 to 4164, MCA.

The police department shall have jurisdiction to make arrests and investigate such actives occurring within the corporate limits of the town, within five (5) miles of the town limits thereof, and along the water supply line of the Town, in accordance with §7-32-4301 MCA.

The chief of police and all the police officers of the town shall serve as peace officers; to prevent intoxication, fights, riots, loud noises, disorderly conduct, obscenity and the acts or conduct which is calculated to disturb the public peace or which is offensive to the public morals, within the town and within three (3) miles of the limits thereof.

Section 2: REPEALER: All ordinances and parts of ordinances in conflict with provisions of this ordinance, except as provided above, are hereby amended or repealed.

Section 3: EFFECTIVE DATE: This ordinance shall be in full force and effect thirty (30) days after final adoption by the Town Council of the Town of West Yellowstone.

Section 4: SEVERABILITY: If any portion of this ordinance or the application therefore to any person or circumstance is held invalid, such invalidity shall not affect other provisions of this ordinance which may be given effect without the invalid provisions or application and, to this end, the provisions of this ordinance are declared to be severable.

PASSED BY the Town Council and approved by the Mayor of the Town of West Yellowstone, Montana, this ____ day of _____, 20_____.

_____

Mayor

_____ _____

Council Member Council Member

_____ _____

Council Member Council Member

ATTEST:

_____

Town Clerk

RESOLUTION NO. 696

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WEST YELLOWSTONE, MONTANA, TO CONTRACT WITH THINK ONE, AN ARCHITECTURE FIRM TO PREFORM ARCHITECTURE SERVICES RELATED TO THE PROPOSED LEARNING CENTER BUILDING IN WEST YELLOWSTONE, MONTANA

WHEREAS: The Town Council of the Town of West Yellowstone at a duly noticed and called meeting of the Council, held on March 8, 2017, considering the following:

WHEREAS: The Town is in the process of planning for the construction of a "learning center" on Town property, the "Project" for the citizens of the Town; and

WHEREAS: The Town Manager has investigated different architecture firms and has received a proposal from Think One Architecture including cost estimates, construction schedules and plans and specifications; and

WHEREAS: in accordance with §7-5-4301, MCA, the Town can contract for professional services by direct negotiation and is not required to comply with the competitive bidding requirements in §7-5-4302, MCA; and

WHEREAS: The Town Council of the Town of West Yellowstone heard evidence that the use of Think One for pre-construction services for the Project is in the best interests of the citizens of the Town:

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of West Yellowstone, Montana:

The Town determines that by using Think One to assist the Town with pre-planning and preconstruction services as set out in the attached Proposal of Architectural Services, dated March 2, 2017, the Town will save time and money involved in the Project which is in the best interests of the citizens of the Town.

The Town therefore authorizes the Town Manager to contract with Think One as set out in the attached proposal on the condition that the total cost of such services do not exceed $55,500.00.

DATED this _____ day of _____, 2017.

_____	_____	_____
Jerry Johnson	Brad Schmier	Cole Parker
Council member/Mayor	Council member	Council member
_____	_____	
Greg Forsythe	Pierre Martineau	
Council Member	Council Member	

ATTEST:

_____
Elizabeth Roos
Town Clerk

thinkone
shaping the built environment

one
architecture
construction management
renewable energy services
development

March 2, 2017

Mr. Dan Sabolsky, Town Manager
Town of West Yellowstone
P.O. Box 1570
West Yellowstone, Montana 59758

Re: Proposal of Architectural Services
Town of West Yellowstone – Modular Learning Center

Dan,

Thank you for the opportunity to assist the Town of West Yellowstone in providing a community learning center. In previous study and conversation, the project involves a new modular classroom facility to the west of the Povah Community Center on Yellowstone Avenue. The modular classroom building will include an entry canopy, built on-site, to provide protection from the elements and aesthetic character. Site improvements consist of a shared parking configuration with the Povah Community Center, a fenced, outdoor play area, concrete sidewalks, landscaping and necessary utilities.

We have prepared the attached proposal outlining our scope of services for professional architectural services. We propose to utilize Stahly Engineering & Associates for civil and structural engineering services. We do not anticipate mechanical or electrical engineering services as this is part of the modular classroom building. If the project needs these services, we can provide as an additional service.

We understand the Town proposes a CM/GC or similar approach for project delivery that will require competitive bidding. As such, the proposal includes specific services for assistance with bidding, negotiation, and construction contract award. At your request we have identified an additional service to assist the Town in the advertisement and selection of the CM/GC. Due to the schedule and small scope of the project, we suggest selection from the scoring criteria and not conducting interviews from a potential shortlist of finalists. Our services reflect this understanding.

In regard to schedule, we are available to start architectural services immediately with the overall goal to have the Learning Center open for service in early fall 2017.

Please review this and give me a call if you have any questions. We are excited to work with you on this need in the West Yellowstone community.

Sincerely,

Jon Wirth, Architect
ThinkOne

101 e main | studio one | bozeman mt 59715
phone 406.586.7020 | fax 406.586.8470 | think1.com

Phase of Work	Labor Costs												
	Principle In Charge		Project Architect		Const. Staff		AIT Support		CADD Support		Clerical Support		Total
	Hours	$125/hr	Hours	$95/hr	Hours	$85/hr	Hours	$75/hr	Hours	$65/hr	Hours	$45/hr	
Preliminary Design (Schematic Design & Design Development)													
Project Management	8	$1,000	8	$760	0	$0	0	$0	0	$0	2	$90	$1,850
Project Meetings w/ Owner (2)	0	$0	8	$760	0	$0	8	$600	0	$0	0	$0	$1,360
Develop Prelimary Design	8	$1,000	12	$1,140	0	$0	12	$900	0	$0	0	$0	$3,040
Subtotal Design Labor	2	m/days	3.5	m/days	0	m/days	2.5	m/days	0	m/days	0.25	m/days	**$6,250**
Construction Documents													
Project Management	8	$1,000	8	$760	0	$0	0	$0	0	$0	2	$90	$1,850
Project Meetings w/ Owner (1)	0	$0	4	$380	0	$0	4	$300	0	$0	0	$0	$680
Develop Construction Drawings	0	$0	16	$1,520	0	$0	80	$6,000	0	$0	0	$0	$7,520
Project Manual (Specifications)	0	$0	24	$2,280	0	$0	24	$1,800	0	$0	12	$540	$4,620
Consultant Coordination	0	$0	8	$760	0	$0	8	$600	0	$0	0	$0	$1,360
Subtotal Design Labor	1	m/days	7.5	m/days	0	m/days	14.5	m/days	0	m/days	1.75	m/days	**$16,030**
Bidding & Negotiation													
Project Management	4	$500	4	$380	0	$0	0	$0	0	$0	2	$90	$970
Consultant Coordination	0	$0	4	$380	0	$0	4	$300	0	$0	0	$0	$680
Bidding & Negotation (Office)	0	$0	8	$760	0	$0	8	$600	0	$0	0	$0	$1,360
On - Site Review Meetings (1)	0	$0	4	$380	0	$0	0	$0	0	$0	0	$0	$380
Subtotal Bidding & CA Labor	0.5	m/days	2.5	m/days	0	m/days	1.5	m/days	0	m/days	0.25	m/days	**$3,390**
Construction Administration													
Project Management	8	$1,000	8	$760	0	$0	0	$0	0	$0	2	$90	$1,850
Consultant Coordination	0	$0	8	$760	0	$0	10	$750	0	$0	0	$0	$1,510
Construction Administration (Office)	0	$0	24	$2,280	0	$0	40	$3,000	0	$0	4	$180	$5,460
Construction Administration (Field Insp.)	0	$0	24	$2,280	0	$0	8	$600	0	$0	0	$0	$2,880
On - Site Review Meetings (4)	0	$0	16	$1,520	0	$0	0	$0	0	$0	0	$0	$1,520
Subtotal Bidding & CA Labor	1	m/days	10	m/days	0	m/days	7.25	m/days	0	m/days	0.75	m/days	**$13,220**

Total ThinkOne Design Services Labor Only **$38,890**

Additional Services

Assist Town of West Yellowstone in selection of Construction Mananger at Risk (CMaR)	**$3,000**
Attend interviews for select CMAR's (optional service task of $1,000.00)	**not included**

Consultant Fees

Civil Engineering	**$6,000**
Structural Engineering	**$6,000**
Mechanical & Electrical Engineering (Not included - can be provided as additional service)	**$0**

Estimated Reimbursable Expenses

Estimated Reimbursable Expenses (See attached breakdown)	**$1,586**
Subtotal Consultant Fees and Reimbursable Exp.	**$13,586**

Total Professional Design Fees **$55,476**

Reimbursable Expense Detail Summary

Reimbursable Mileage - (8 Trips to Project Site - (4) design & (4) during construction)				1440 miles @ $.56/mile	$806
Review Package Printing	4 sets	@	$50.00 ea		$200
Office Equipments / Computers	48 m/days	@	$10.00 ea		$480
Miscellaneous postage/telephone/etc.					$100
Subtotal Design Expenses					$1,586

Proposal Accepted By (Signature) Date

March 2017

West Yellowstone Learning Center

Accelerated Design, CMAR Selection and Bidding Schedule (draft 03.02.17)

March 2017

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	**3**	4
5	6	7	8	9	**10**	11
12	13	14	15	16	**17**	18
19	20	21	22	23	**24**	25
26	27	28	29	30	**31**	

April 2017

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	**7**	8
9	10	11	12	13	**14**	15
16	17	18	19	20	**21**	22
23	24	25	26	27	**28**	29
30						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Feb 26	27	28	Mar 1	2	3	4
5	6	7 **WY Town Council** 1.authorize design services 2. authorize CMAR advertisement	8 **ThinkOne Design Workshop 1** 1. Review program 2. Floor plan design **Town of WY** 1. submit CMAR advertisement	9	10	11
12 **Town of WY** 1. First CMAR advertisement	13	14	15 **Town of WY** 1. Second CMAR advertisement	16	17	18
19 **Town of WY** 1. Third CMAR advertisement	20	21	22 **ThinkOne Design Workshop 2** 1. site/floor plan design 2. exterior design **Town of WY/ThinkOne** 1. Optional site meeting w/ interested CMAR	23	24 **Town of WY** 1. receive CMAR qualifications/proposals due at 4:00pm at Town of WY Administration and Finance Office	25
26	27 **Town of WY** 1. Review qualifications by ThinkOne and WY Selection Committee. 2. Scoring and review of highest qualification of CMAR with WY Selection Committee. 3. Negotiate and award contract to most qualified CMAR.	28	29	30	31	Apr 1

April 2017

April 2017

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	**7**	8
9	10	11	12	13	**14**	15
16	17	18	19	20	**21**	22
23	24	25	26	27	**28**	29
30						

May 2017

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	**5**	6
7	8	9	10	11	**12**	13
14	15	16	17	18	**19**	20
21	22	23	24	25	**26**	27
28	29	30	31			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 26	27	28	29	30	31	Apr 1
2	3	4 **WY Town Council** 1.authorize CMAR agreement	5 **ThinkOne Design Workshop 3** 1. Design development detailing/finishes.	6	7	8
9	10 **CMAR** Pre-construcion services	11	12	13	14	15
16	17	18	19 **ThinkOne** Bidding Documents Complete	20 **CMAR** submit bidding advertisement	21	22
23 **CMAR** first advertisement	24	25	26	27	28	29
30 **CMAR** second advertisement	May 1	2	3	4	5	6

May 2017

May 2017

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	**5**	6
7	8	9	10	11	**12**	13
14	15	16	17	18	**19**	20
21	22	23	24	25	**26**	27
28	29	30	31			

June 2017

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Apr 30	May 1	2	3	4	5	6
7 **CMAR** third advertisement	8	9	10 **CMAR** receive subcontractor bids	11	12	13
14	15	16	17 **CMAR** submit GMP to WY	18	19	20
21	22	23 **Town of WY** 1Town Council agreement with GMP - Notice to Proceed	24	25	26	27
28	29	30	31	Jun 1	2	3

DRAFT

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

and the Architect:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

«West Yellowstone Capital Improvements»
« »
« »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes: (1714899043)

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6 COST OF THE WORK

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10 MISCELLANEOUS PROVISIONS

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13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

« »

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

« »

.2 Substantial Completion date:

« »

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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User Notes: (1714899043)

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

« »

.2 Automobile Liability

« »

.3 Workers' Compensation

« »

.4 Professional Liability

« »

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

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§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

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§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

.1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
.2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
.3 organizing and conducting a pre-bid conference for prospective bidders;
.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
.5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

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.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
.2 organizing and participating in selection interviews with prospective contractors; and
.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services		Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1	Programming (B202™–2009)		
§ 4.1.2	Multiple preliminary designs		
§ 4.1.3	Measured drawings		
§ 4.1.4	Existing facilities surveys		
§ 4.1.5	Site Evaluation and Planning (B203™–2007)		
§ 4.1.6	Building Information Modeling (E202™–2008)		
§ 4.1.7	Civil engineering		
§ 4.1.8	Landscape design		
§ 4.1.9	Architectural Interior Design (B252™–2007)		

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§ 4.1.10	Value Analysis (B204™–2007)		
§ 4.1.11	Detailed cost estimating		
§ 4.1.12	On-site Project Representation (B207™–2008)		
§ 4.1.13	Conformed construction documents		
§ 4.1.14	As-Designed Record drawings		
§ 4.1.15	As-Constructed Record drawings		
§ 4.1.16	Post occupancy evaluation		
§ 4.1.17	Facility Support Services (B210™–2007)		
§ 4.1.18	Tenant-related services		
§ 4.1.19	Coordination of Owner's consultants		
§ 4.1.20	Telecommunications/data design		
§ 4.1.21	Security Evaluation and Planning (B206™–2007)		
§ 4.1.22	Commissioning (B211™–2007)		
§ 4.1.23	Extensive environmentally responsible design		
§ 4.1.24	LEED® Certification (B214™–2012)		
§ 4.1.25	Fast-track design services		
§ 4.1.26	Historic Preservation (B205™–2007)		
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

« »

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of bidders or persons providing proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect.

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§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker;

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 « » (« ») reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

.2 « » (« ») visits to the site by the Architect over the duration of the Project during construction

.3 « » (« ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 « » (« ») inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements

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and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the

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Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[« »] Arbitration pursuant to Section 8.3 of this Agreement

[« »] Litigation in a court of competent jurisdiction

[« »] Other (Specify)

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« »

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

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ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« »

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« »

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « » percent (« » %), or as otherwise stated below:

« »

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	« »	percent (	« »	%)
Design Development Phase	« »	percent (	« »	%)
Construction Documents Phase	« »	percent (	« »	%)
Bidding or Negotiation Phase	« »	percent (	« »	%)
Construction Phase	« »	percent (	« »	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Employee or Category	Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;

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.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus « » percent (« » %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE
If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

« »

§ 11.10 PAYMENTS TO THE ARCHITECT
§ 11.10.1 An initial payment of « » ($ « ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid « » (« ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

« » % « »

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:

« »

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:
.1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect

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.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

« »

.3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

« »

This Agreement entered into as of the day and year first written above.

OWNER	ARCHITECT
(Signature)	*(Signature)*
« »« »	« »« »
(Printed name and title)	*(Printed name and title)*

DRAFT

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TOWN OF WEST YELLOWSTONE
WEST YELLOWSTONE FOUNDATION
DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2017 by and between the TOWN OF WEST YELLOWSTONE, a Montana municipal corporation (the Town"), the WEST YELLOWSTONE FOUNDATION, of PO Box 255, West Yellowstone, Montana, the ("Foundation").

W I T N E S S E T H:

WHEREAS, the Foundation is a charitable foundation organized under the provision of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, in order to further the charitable interests established by the board of directors of the Foundation; and

WHEREAS, the Foundation has or will receive a donation of approximately $300,000.00 for the purposes of building a Learning Center in the Town, hereinafter referred to as the ("Project"); and

WHEREAS, Foundation is desirous of entering into an Agreement with the Town which sets out the responsibilities and obligations of both the Foundation and the Town for the construction, operation, and maintenance of the Project; and

WHEREAS, the Town is desirous of placing the Project on land, west of the Povah Center, owned by the Town and to participate in the planning and construction of the Project.

NOW, THEREFORE, it is hereby agreed as follows:

1. Upon receipt of funds in the amount of $300,000.00, the Foundation shall notify the Town of such receipt. The Town shall not be obligated to proceed with the terms of this Agreement until it is assured that the funds are available for the Project.

2. Upon notification of receipt of the funds, the Town will identify and dedicate a parcel of property, west of the Povah Center, upon which the Project will be constructed.

3. Within thirty (30) days of identification of the location for the Project, the Town shall obtain construction drawings.

4. The Town will obtain any necessary engineering for the Project as well as all necessary permits and licenses. The Town shall hire a construction manager at risk (CMR) to manage the Project during construction.

5. The Foundation will be responsible to provide to the Town, $300,000 for the Project. The Town will be responsible for up to the $650,000 required to complete the Project.

6. The Town agrees that any funds received from the Foundation for the Project shall only be used for or on behalf of the Project and shall not be used for any general fund purposes. If the project fails to proceed, any funds not used in the planning and design phase of the learning center project shall be promptly refunded to the West Yellowstone Foundation.

7. The Foundation agrees and understands that in reliance on this Agreement and the donation described above, the Town will invest substantial sums of either money, labor or services toward the Project. Therefore, the Foundation agrees, that as part of this Agreement it shall issue to the Town a Promissory Note for $300,000.00 payable over a term of three years, with no interest accruing. First payment of $100,000 shall be made to the Town within thirty (30) days after the execution of this agreement. Security for the Note shall be any and all assets held by the

Foundation to be identified by the Foundation within thirty (30) days of the execution of this Agreement. A draft of the Promissory Note is attached hereto as **Exhibit A.**

8. The building shall be named the Siegel Learning Center.

9. Notices: All notices, requests, demands and other communications under this Agreement shall be in writing, shall be addressed as follows, and shall be deemed to have been duly given on the date of delivery:

TO: West Yellowstone Foundation
PO Box 255
West Yellowstone, Montana 59758

Town of West Yellowstone
Attn: Town Manager
P.O. Box 1570
West Yellowstone, Montana 59758

w/copy to:
Jane Mersen
716 South 20th Avenue, Suite 101
Bozeman, Montana 59718

Either party may change its address for purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

10. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes and discharges all prior agreements (written or oral) and negotiations and all contemporaneous oral agreement concerning such subject matter and negotiations.

11. Unless expressly agreed in writing by the applicable party, neither the failure of nor any delay by any party to this Agreement to enforce any right hereunder or to demand compliance with its terms is a waiver of any right hereunder. No action

taken pursuant to this Agreement on one or more occasions is a waiver of any right hereunder or constitutes a course of dealing that modifies this Agreement.

12. No waiver of any right or remedy under this Agreement shall be binding on any party unless it is in writing and is signed by the party to be affected. No such waiver of any right or remedy under any terms of this Agreement shall in any event be deemed to apply to any subsequent default under the same or any other terms contained herein.

13. No amendment, modification or termination of this Agreement shall be binding on any party hereto unless it is in writing and is signed by the party to be charged.

14. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective personal representatives, successors and or assigns. This agreement may be assigned by either party upon the written approval of the other party.

15. Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies under this Agreement.

16. This Agreement shall be deemed to have been prepared jointly by the parties hereto. Any ambiguity herein shall not be interpreted against any party hereto and shall be interpreted as if each of the parties hereto had prepared this Agreement.

17. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

18. This Agreement shall be governed by the law of the State of Montana without regard to provisions regarding conflicts of law.

19. Default: Upon the occurrence of any default hereunder, the parties shall have the option to declare all sums due under the Note as set out above, immediately due and payable and the parties shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the Court, including any fees on appeal.

20. Remedies: The parties hereto recognize and acknowledge that irreparable harm and injury will result to the non-breaching party in the event of a breach of violation of the terms of this Agreement. If any party breaches or threatens to breach the terms and conditions of this Agreement, the non breaching party shall be entitled, in addition to any other remedies and damages available, to the following remedies: (a) issuance of a temporary restraining order and permanent injunction to restrain any breach of this Agreement: (b) to compel specific performance of the terms and conditions of this Agreement (c) to pursue any other available remedies, including but not limited to the recovery of monetary damages; and (d) for the reasonable attorneys' fees incurred in enforcing the terms and conditions of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS TO THIS Agreement the date and year first above written.

TOWN OF WEST YELLOWSTONE a municipal corporation	WEST YELLOWSTONE FOUNDATION
By: _____	_____
Daniel Sabolsky Town Manager	By: _____ Its: _____

PROMISSORY NOTE

$300,000.00 March ___, 2017
West Yellowstone, Montana

FOR VALUE RECEIVED, the undersigned, WEST YELLOWSTONE FOUNDATION, ("Payor"), hereby promises to pay to the order of TOWN OF WEST YELLOWSTONE, ("Payee"), the aggregate principal sum of THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00) with NO interest accruing, payable over the term of three (3) years, as requested by the Payee.

Payments shall be made to the Payee at P.O. Box 1570, West Yellowstone, Montana 59758, or such other address as may be specified by Payee from time to time and provided to Payor. At its election, Payor may prepay the principal in whole or in part at any time without premium or penalty. If payment of this Note is not made in accordance with its terms or a petition in bankruptcy is filed by or against Payor or any proceedings in bankruptcy or under any similar law relating to the relief of debtors is commenced by or against Payor, then the entire indebtedness evidenced hereby shall immediately become due and payable without demand or notice.

If payment of this Note is not made in accordance with its terms, Payor promises to pay all costs and expenses, including any reasonable attorney's fees, incurred in collection or in any suit or action to collect this Note or in any appeal thereof.

Payor, for itself, its successors, and assigns, hereby waives (a) diligence, presentment, demand for payment, and protest and (b) all notices whatsoever, including, without limitation, notice of demand, protest, dishonor, and nonpayment of this Note, to the extent, permitted by law.

This Note shall be governed by and construed in accordance with the laws of the State of Montana.

Payor has duly executed this Note as of the date first indicated above.

PAYOR:

West Yellowstone Foundation

_____

By: Pam Sveinson, Board Chair

STATE OF MONTANA)
:ss.
County of Gallatin)

On this _____ of _____, 2017, before me personally appeared PAM SVEINSON, whose identity is proved to me on the basis of satisfactory evidence and who by me duly sworn, did say that she is the Chairperson of the Board of Directors of the West Yellowstone Foundation, and that said document was signed by her in behalf of said Foundation, and acknowledged to me that said Foundation executed the same.

_____
Notary Public for the State of Montana
Printed Name _____

[SEAL]

LIBRARY LEASE AND LIBRARY SERVICES AGREEMENT

THIS LIBRARY LEASE AND LIBRARY SERVICES AGREEMENT is entered into this 13th day of March, 2017, by and between the Town of West Yellowstone ("Town" or "Lessor"), a Montana municipal corporation, Box 1570, West Yellowstone, Montana 59758, and West Yellowstone Library Board of Trustees ("Library Board" or "Lessee"), Box 370, West Yellowstone, MT 59758.

WITNESSETH:

WHEREAS, the Town is the owner of the building and premises described below and wishes to lease library space therein; and

WHEREAS, the Library Board desires to lease the premises and operate a library therein; and

WHEREAS, the Town and Library Board desire to cooperate in providing the citizens and visitors of West Yellowstone with the library services that are appropriate and affordable for the community, and

WHEREAS, the Town and Library Board desire to enter into an agreement setting forth their respective rights and obligations regarding the premises and the provision of library services therein.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows:

1. Description of Premises. The Town hereby demises and leases to the Library Board the premises presently known as the WEST YELLOWSTONE LIBRARY, located at 23 N. Dunraven St., West Yellowstone Montana, and further described as the real property together with all improvements and appurtenances on Lot 6 of Block 27, Original Town site, Town of West Yellowstone, Gallatin County Montana (hereafter "the premises"). The upstairs vault and the downstairs office are excluded from this lease. This space is leased to Yellowstone Historic Center (YHC). The Lessee shall provide access to YHC space with reasonable notification.

2. Use of Premises. The premises leased to the Library Board shall be used exclusively for providing library and related services to residents and visitors.

3. Term of Lease. The Town leases the premises to the Library Board for a term of five (5) years, subject to defeasance or default as later described in this lease. The term of the lease shall commence on March 13, 2017 and shall terminate on March 12, 2022.

4. Renewal of Lease. The Town hereby grants the Library Board the right to request an extension of this lease for an additional five years, until March 12, 2027. This right to request an extension is subject to good faith negotiations between the Town and the Library Board concerning the amount of rent to be paid and whether or not other material provisions of the lease should be modified to reflect the circumstances existing between the parties on expiration of the first term. In determining whether or not to grant a request for extension, the Town may consider all reasonable and relevant factors concerning the quality of library services provided to the community by the Library Board. The Library Board shall notify the

Town in writing of its desire to renew this lease for an additional five-year term at least six (6) months before its expiration.

5. Rental Payments. The Library Board shall pay the Town a rental amount of One Dollar ($1.00) per year for the entire term of this lease, payable at the beginning of the lease period. Payment shall be made to the Town at 440 Yellowstone Ave (PO Box 1570), West Yellowstone, MT 59758.

6. Possession. The Town shall deliver possession of the premises to Library Board on or before March 13, 2017.

7. Definition of "Capital Improvement" and "Maintenance and Repair." As more generally described below, the Town is responsible for the cost of any capital improvement to the premises, while Library Board is responsible for maintenance and repair of the premises. The term "capital improvement" means any permanent alteration or modification to the premises, equipment or facilities that (i) substantially increases its value, (ii) substantially prolongs its life, or (iii) adapts it to an entirely new use. In the event of a dispute between the parties concerning the definition of "capital improvement," the parties shall look to Section 263(a) of the Internal Revenue Code for guidance, including regulations, IRS interpretations or court cases construing this section. Capital improvements must cost more than $5000 and must have a life expectancy of five (5) years or more. Any alteration, modification or other work of any kind performed on the premises, that does not constitute a "capital improvement" qualifies as "maintenance or repair."

8. Capital Improvements. The Town is solely responsible for the cost of capital improvements to the premises. The Town will consult with Library Board concerning necessary or desired capital improvements on the premises; however, any substantial modification or alteration to the premises is subject to the Town's discretion and prior approval.

9. Maintenance and Repair. As a general principle, maintenance and repair of the leased premises is the sole responsibility of the Library Board, except that the following items will be performed by or at the sole expense of the Town: maintenance of lawns and landscaping and removal of snow from the parking lot adjacent to the premises. Library Board shall remove snow and otherwise maintain the walkway from the parking lot to the entrance of the premises.

10. Taxes and Utilities. The Town shall be solely responsible for public or private utility services of any kind furnished to the premises during the term of this lease, including telecommunication services. The Town shall also be responsible for all taxes and assessments to the property and building.

11. Casualty Insurance. The Town shall keep all buildings and improvements on the leased premises insured against loss or damage by fire or other standard peril in an amount it deems appropriate and shall maintain casualty insurance for fire or other standard peril on the personal property and leasehold improvements contained in the premises.

12. Liability Insurance. The Town shall maintain liability insurance in accordance with Montana statutory limits on municipal liability, presently in the amount of $750,000.00 per person and $1,500,000.00 per occurrence.

13. Assignment or Sublease. Library Board may not assign any of its rights or obligations under this lease, nor may it sublease all or any portion of the leased premises, without the prior written approval of the Town. Because of the nature of this lease and the unique relationship between the Town and Library Board, the Town may withhold approval for assignment or sublease for any reason it deems appropriate.

14. Unlawful Activity or Nuisance. Library Board shall neither use nor occupy the leased premises in any manner that violates federal, state or local law or regulation. Library Board shall not use the leased premises in any manner that constitutes a public or private nuisance.

15. Improvements. All improvements to the leasehold premises, whether paid for by the Town or Library Board, shall become the sole property of the Town upon the expiration or termination of this lease. All improvements made to the premises must be reviewed and approved by the Town prior to installation. All personal property owned or purchased by Library Board that is not permanently affixed to the premises shall remain its property upon expiration or termination of this lease.

16. Annual Review. The Town and Lessee may meet as needed to review the lease agreement, propose modifications and discuss service provisions. Modifications to the agreement may be made at any time by mutual agreement of the parties. In the event that mutual agreement on modifications is not possible, the Town may, at its sole discretions, terminate the lease. Under these circumstances of termination, the effective date of termination may be no sooner than one year from the date that notice of termination is issued by the Town.

17. Default or Breach. The following events shall constitute a default or breach of this agreement by Library Board:

    a. If Library Board assigns or attempts to assign all or any portion of this agreement without prior written permission of the Town;
    b. If Library Board sublets or attempts to sublet all or any portion of the leased premises without the prior written permission of the Town;
    c. If Library Board ceases operation of a library in the premises;
    d. If Library Board vacates or abandons the leased premises;
    e. If Library Board causes a construction lien or any other lien to be placed on the premises;
    or
    f. If Library Board fails to comply with any material condition or provision of this lease.

    If Library Board is in default of this lease as described above, then the Town must provide written notice of the alleged default and, if appropriate, explain how the default can be cured. If Library Board has not cured the default within thirty (30) days of mailing the written notice, then the Town may terminate this lease and take immediate possession or the leased

premises. Exercise of its termination rights does not preclude the Town from pursuing any other right or remedy it may have under law or this agreement.

18. Notice. Any default or other notice required or permitted by this agreement must be served on either party in writing either by first-class mail or in person at the respective addresses set forth at the beginning of this agreement. Either party may also use this notice procedure to inform the other of a change of address.

19. Right of Entry. Library Board shall permit the Town, its agents or employees to enter the leased premises at all reasonable or necessary times to inspect the premises, to perform work thereon, or to conduct any other activity that is reasonably related to the Town's interest in the premises. When no emergency exists that requires immediate entry, the Town shall make a reasonable effort to provide Library Board with oral or written notice at least 24 hours before entry.

20. Warranty of Condition/Independent Investigation. The Town makes no express or implied warranty or representation concerning the existing condition of the leased premises. Library Board has made an independent investigation of the leased premises and agrees to accept the premises in their present condition and state of repair

21. Venue and Attorney's Fees. Venue for any litigation between the parties shall be proper only in Gallatin County, Montana. In the event of litigation between the Town and Library Board, the prevailing party shall be entitled to all its reasonable costs and attorney's fees incurred during the litigation, both in the trial court and on appeal.

22. Governing Law. This agreement shall be governed by Montana law.

23. Entire Agreement. This document is the entire agreement between the parties and shall supersede all prior oral or written agreements or understandings. If the parties mutually desire to amend or modify this agreement, then such amendment or modification must be in writing and be signed by an appropriate representative of each party.

24. Successors. This Agreement shall bind Library Board's heirs, successors and assigns.

DATED the day and year first above written.

WEST YELLOWSTONE LIBRARY BOARD
OF TRUSTEES

_____

By: Bruce McPherson, Director

TOWN OF WEST YELLOWSTONE

_____

By: Daniel Sabolsky, Town Manager

STATE OF MONTANA)
ss.
County of Gallatin)

This instrument was acknowledged before me this ____ day of _____, 2017, by Daniel Sabolsky, as Town Manager of the Town of West Yellowstone.

_____
NOTARY PUBLIC for the State of Montana
Residing at: _____
My commission expires: _____

STATE OF MONTANA)
ss.
County of Gallatin)

This instrument was acknowledged before me this ____ day of _____, 2017, by _____, as Chair, West Yellowstone Library Board of Trustees

_____
NOTARY PUBLIC for the State of Montana
Residing at: _____
My commission expires: _____

YELLOWSTONE HISTORIC CENTER – STORAGE SPACE LEASE AGREEMENT

THE YELLOWSTONE HISTORIC CENTER – STORAGE SPACE LEASE AGREEMENT is entered into this 13th day of March, 2017, by and between the Town of West Yellowstone ("Town" or "Lessor"), a Montana municipal corporation, Box 1570, West Yellowstone, Montana 59758, and Yellowstone Historic Center Board of Directors ("YHC Board" or "Lessee"), West Yellowstone, MT 59758.

WITNESSETH:

WHEREAS, the Town is the owner of the building and premises described below and wishes to lease processing and storage space therein; and

WHEREAS, the YHC Board desires to lease the premises for the processing and storage of historic documents and artifacts therein; and

WHEREAS, the Town and YHC Board desire to cooperate in protecting historic documents and artifacts for the citizens and visitors of West Yellowstone, and

WHEREAS, the Town and YHC Board desire to enter into an agreement setting forth their respective rights and obligations regarding the premises and the provision of services therein.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows:

1. Description of Premises. The Town hereby demises and leases to the Board the partial premises, outlined below, presently known as the WEST YELLOWSTONE LIBRARY, located at 23 N. Dunraven St., West Yellowstone Montana, and further described as the real property together with all improvements and appurtenances on Lot 6 of Block 27, Original Town site, Town of West Yellowstone, Gallatin County Montana (hereafter "the premises"). The upstairs vault and the downstairs office are the only two areas included in this lease. The remainder of the square footage is leased to West Yellowstone Library Board (WYLB).

2. Use of Premises. The premises leased to the Board shall be used exclusively for providing processing and storage of historic documents and artifacts.

3. Term of Lease. The Town leases the premises to the Board for a term of five (5) years, subject to defeasance or default as later described in this lease. The term of the least shall commence on March 13, 2017 and shall terminate on March 13, 2022.

4. Renewal of Lease. The Town hereby grants the Board the right to request an extension of this lease for an additional five years, until March, 2027. This right to request an extension is subject to good faith negotiations between the Town and the Board concerning the amount of rent to be paid and whether or not other material provisions of the lease should be modified to reflect the circumstances existing between the parties on expiration of the first term. The Board shall notify the Town in writing of its desire to renew this lease for an additional five-year term at least six (6) months before its expiration.

5. Rental Payments. The Board shall pay the Town a rental amount of One Dollar ($1.00) per year for the entire term of this lease, payable at the beginning of the lease period. Payment shall be made to the Town at 440 Yellowstone Ave (PO Box 1570), West Yellowstone, MT 59758.

6. Possession. The Town shall deliver possession of the premises to Board on or before March 13, 2017.

7. Casualty Insurance. The Town shall keep all buildings and improvements on the leased premises insured against loss or damage by fire or other standard peril in an amount it deems appropriate and shall maintain casualty insurance for fire or other standard peril on the personal property and leasehold improvements contained in the premises.

8. Liability Insurance. The Town shall maintain liability insurance in accordance with Montana statutory limits on municipal liability, presently in the amount of $750,000.00 per person and $1,500,000.00 per occurrence.

9. Assignment or Sublease. Board may not assign any of its rights or obligations under this lease, nor may it sublease all or any portion of the leased premises, without the prior written approval of the Town. The Town may withhold approval for assignment or sublease for any reason it deems appropriate.

10. Unlawful Activity or Nuisance. Board shall neither use nor occupy the leased premises in any manner that violates federal, state or local law or regulation. Board shall not use the leased premises in any manner that constitutes a public or private nuisance.

11. Improvements. All improvements to the leasehold premises, whether paid for by the Town or Board, shall become the sole property of the Town upon the expiration or termination of this lease. All improvements made to the premises must be reviewed and approved by the Town prior to installation. All personal property owned or purchased by Board that is not permanently affixed to the premises shall remain its property upon expiration or termination of this lease.

12. Annual Review. The Town and Lessee may meet as needed to review the lease agreement, propose modifications and discuss service provisions. Modifications to the agreement may be made at any time by mutual agreement of the parties. In the event that mutual agreement on modifications is not possible, the Town may, at its sole discretions, terminate the lease. Under these circumstances of termination, the effective date of termination may be no sooner than one year from the date that notice of termination is issued by the Town.

13. Default or Breach. The following events shall constitute a default or breach of this agreement by the Board:

    a. If Board assigns or attempts to assign all or any portion of this agreement without prior written permission of the Town;

b. If Board sublets or attempts to sublet all or any portion of the leased premises without the prior written permission of the Town;
c. If Board ceases operation at the premises;
d. If Board vacates or abandons the leased premises;
e. If Board causes a construction lien or any other lien to be placed on the premises; or
f. If Board fails to comply with any material condition or provision of this lease.

If Board is in default of this lease as described above, then the Town must provide written notice of the alleged default and, if appropriate, explain how the default can be cured. If Board has not cured the default within thirty (30) days of mailing the written notice, then the Town may terminate this lease and take immediate possession or the leased premises. Exercise of its termination rights does not preclude the Town from pursuing any other right or remedy it may have under law or this agreement.

14. Notice. Any default or other notice required or permitted by this agreement must be served on either party in writing either by first-class mail or in person at the respective addresses set forth at the beginning of this agreement. Either party may also use this notice procedure to inform the other of a change of address.

15. Right of Entry. Board shall permit the Town, its agents or employees to enter the leased premises at all reasonable or necessary times to inspect the premises, to perform work thereon, or to conduct any other activity that is reasonably related to the Town's interest in the premises. When no emergency exists that requires immediate entry, the Town and the Library staff shall make a reasonable effort to provide Board with oral or written notice at least 24 hours before entry.

16. Warranty of Condition/Independent Investigation. The Town makes no express or implied warranty or representation concerning the existing condition of the leased premises. Board has made an independent investigation of the leased premises and agrees to accept the premises in their present condition and state of repair

17. Venue and Attorney's Fees. Venue for any litigation between the parties shall be proper only in Gallatin County, Montana. In the event of litigation between the Town and Board, the prevailing party shall be entitled to all its reasonable costs and attorney's fees incurred during the litigation, both in the trial court and on appeal.

18. Governing Law. This agreement shall be governed by Montana law.

19. Entire Agreement. This document is the entire agreement between the parties and shall supersede all prior oral or written agreements or understandings. If the parties mutually desire to amend or modify this agreement, then such amendment or modification must be in writing and be signed by an appropriate representative of each party.

20. Successors. This Agreement shall bind Board's heirs, successors and assigns.

DATED the day and year first above written.

YELLOWSTONE HISTORIC CENTER

_____

By: Rawhide Johnson, Chair

TOWN OF WEST YELLOWSTONE

_____

By: Daniel Sabolsky, Town Manager

ATTEST:

_____

STATE OF MONTANA)
ss.
County of Gallatin)

This instrument was acknowledged before me this ____ day of _____, 2017, by Daniel Sabolsky, as Town Manager of the Town of West Yellowstone.

_____

NOTARY PUBLIC for the State of Montana
Residing at: _____
My commission expires: _____

STATE OF MONTANA)
ss.
County of Gallatin)

This instrument was acknowledged before me this ____ day of _____, 2017, by _____, as Chair, West Yellowstone Library Board of Trustees

_____

NOTARY PUBLIC for the State of Montana
Residing at: _____
My commission expires: _____

PUBLIC NOTICE

Tourism Business Improvement District Board of Trustees

The West Yellowstone Town Council is seeking interested individuals to serve on the Tourism Business District Board of Trustees in accordance with 7-12-1121 of the Montana Code Annotated. Board members shall be appointed by the Town Council to serve a term of four years.

The board in administering the district has all powers necessary to carry out the functions of the district contained in the ordinance creating it, including the power to:

(1) sue and be sued, enter into contracts, and hire and terminate personnel needed for its purposes;

(2) provide special police, maintenance, or cleaning personnel for the protection and enjoyment of the general public using the business district;

(3) landscape and beautify public areas and to maintain those areas;

(4) contract with the governing body to maintain, operate, or repair public parking facilities;

(5) contract with the governing body to maintain streets, alleys, malls, bridges, ramps, tunnels, landscaping, and other public facilities as mutually agreed upon;

(6) promote private investment and business expansion in the district;

(7) provide for the management and administration of the affairs of the district;

(8) promote business activity by advertising, decorating, marketing, and promoting and managing events and other actions designed for the general promotion of business activities in the district; and

(9) perform such other functions as are necessary to carry out the purposes of this part and to further the objectives of the district.

Interested individuals should complete and return the 'Application for Boards and Committees' which is available from the Town Offices, 440 Yellowstone Avenue, West Yellowstone, MT, on at www.townofwestyellowstone.com. **The Town is currently seeking a board member to represent the West Yellowstone small hotel industry (10-49 rooms) and a board member to represent the West Yellowstone mid-size hotel industry (50-99 rooms).** Position shall remain open until filled, preference will be given to applications received by March 22, 2017. For more information or to request an application by e-mail, please contact the Town Offices, 646-7795, or info@townofwestyellowstone.com.

Elizabeth Roos
Town Clerk