

Town of West Yellowstone

Tuesday, July 25, 2017

West Yellowstone Town Hall, 440 Yellowstone Avenue

WORK SESSION

5:30 PM

Siegel Learning Center, Building Plans

Discussion

Employee Personnel Policy Manual

Discussion ∞

TOWN COUNCIL MEETING

7:30 PM

Pledge of Allegiance

Purchase Orders ∞ **#6678 to Cross Match, Live Scan Fingerprint System, \$7927.52**
#6748 to The Cat Rental Store, Safe T Rental Store, \$7325.00

Treasurer's Report & Securities Report

Claims ∞

Consent Agenda: **Minutes of the July 11, 2017 Town Council Meeting ∞**

Minutes of the July 18, 2017 Town Council Work Session ∞

Business License Applications ∞

- Park One Restaurant LLC, change of ownership, Resort Tax Bond waiver request

Advisory Board Report(s)

Town Manager & Department Head Reports

Comment Period

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

UNFINISHED BUSINESS

Kelly Midwest Ventures, Conditional Use Permit, 19 Gibbon Avenue

Discussion/Action ∞

NEW BUSINESS

Marketing and Promotions (MAP) Fund Award Recommendation

Discussion/Action ∞

- Diamond P Ranch/Yellowstone Outlaw Regulators, \$5000
- MAP Fund 2016-2017 Fiscal Year End Report (FYI)

Resolution No. 702, Court of Record

Discussion/Action ∞

Correspondence/FYI/Meeting Reminders



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

Public Hearing/Public Meeting

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

Oral Communication

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

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

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

General Town Council Meeting Information

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

P.O. BOX 1570

TOWN OF WEST YELLOWSTONE MONTANA

PHONE: 406-646-7795

FAX: 406-646-7511

info@townofwestyellowstone.com

PURCHASE ORDER

Date 7-17-2017

Ship Via

Order No. 006748

Department

TO: The Cut Rental Store

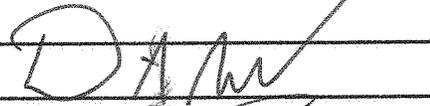
ADDRESS: 2770 NORTH 19th Ave

Bozeman, MT 59718

PLEASE FURNISH THE TOWN OF WEST YELLOWSTONE WITH:

Quantity	Description
1	Safe T shore Box

Authorized By



Estimated Cost \$

7,325⁰⁰

Requested By:



VENDOR COPY - White OFFICE COPY - Canary

P.O. BOX 1570

TOWN OF WEST YELLOWSTONE MONTANA

PHONE: 406-646-7795
FAX: 406-646-7511

info@townofwestyellowstone.com

PURCHASE ORDER

Date 07/19/2017

Ship Via

Order No. **006678**

Department Police

TO: Cross Match

ADDRESS: 3950 RCA Blvd Suite #5001
Palm Beach Gardens FL 33410

PLEASE FURNISH THE TOWN OF WEST YELLOWSTONE WITH:

Quantity	Description
<u>1</u>	<u>LiveScan Fingerprint System</u>
	<u>2390 - 420142 - 200</u>

Estimated Cost \$ 7927⁵²

Authorized By



Requested By:

Scott Newell



Quote Number: 01911020
 Quote Created: February 27, 2017
 Quote Expiration: May 28, 2017

Crossmatch
 3950 RCA Blvd Suite 5001
 Palm Beach Gardens, FL 33410
 US HeadQuarters: 561 622 1650
<http://www.crossmatch.com>

Account Manager: Julie Feigl

Sales Channel: GSA

Phone: 773-233-4148

Status: Open

Mobile: 312-318-6649

Type: Budgetary

Fax:

Email: Julie.Feigl@crossmatch.com

Bill To Name: West Yellowstone Police Dept

Ship To Name: West Yellowstone Police Dept

Contact: Scott Newell

Contact: Scott Newell

Phone: (406) 646-7600

Phone: (406) 646-7600

Email:

Email:

Bill To: 124 Yellowstone Police Department
 West Yellowstone, Montana 59758
 United States

Ship To: 124 Yellowstone Police Department
 West Yellowstone, Montana 59758
 United States

Item	Product	Part Number	Quantity	Sales Price	Total Price	Price Basis
1	SHIPPING ASSEMBLY, GUARDIAN, WITH SILICONE PAD KIT, WITH ROLLS, US POWER CABLE	920183-002US	1	\$4,016.62	\$4,016.62	GSA Contract GS-35F-0199R
2	SOFTWARE, LIVE SCAN MANAGEMENT SYSTEM (LSMS)	850026	1	\$1,350.00	\$1,350.00	Open Market
3	SOFTWARE, LSMS CONFIGURATION, MONTANA DOJ-CJIS	850391-012	1	\$0.00	\$0.00	Open Market
4	SOFTWARE, SUBMISSION, MONTANA	850181-012	1	\$450.00	\$450.00	Open Market



Quote Number: 01911020
 Quote Created: February 27, 2017
 Quote Expiration: May 28, 2017

Crossmatch
 3950 RCA Blvd Suite 5001
 Palm Beach Gardens, FL 33410
 US Headquarters: 561 622 1650
<http://www.crossmatch.com>

5	KIT, FBI CERTIFIED NETWORK PRINTER, DOUBLE SIDED PRINTING	900439	1	\$1,400.00	\$1,400.00	Open Market
6	CMT ADVANTAGE MAINT,YR 1, STANDARD CMT SW, LSMS	950083	1	\$272.03	\$272.03	GSA Contract GS-35F-0199R
7	CMT ADVANTAGE MAINT,YR 1,STANDARD CMT SW, LSMS SUBMISSION SOFTWARE	950084	1	\$90.68	\$90.68	GSA Contract GS-35F-0199R
9	CMT ADVANTAGE MAINT, YR 1, HW, GUARDIAN V, USB, FW, NG, DEVICE ONLY DOMESTIC	930164	1	\$348.19	\$348.19	GSA Contract GS-35F-0199R

Grand Total: \$7,927.52

Optional Items

Item	Product	Part Number	Quantity	Sales Price	Total Price	Price Basis
8	READER, DRIVERS LICENSE BARCODE & MAGSTRIPE W/USB CABLE	420252	1	\$1,000.00	\$1,000.00	Open Market

Notes: -MT DOJ will still receive, build, configure, deploy, and train regarding use of the livescan system -all equipment except any cabinet's need to be shipped to MT Dept of Justice, Stephanie Arends, 406-444-2424, sarends@mt.gov, MT Dept of Justice IT, 302 N Roberts, 5th floor, Helena MT 59601
 ~MT DOJ provides the Dell 780 computers, if a laptop is desired, then West Yellowstone will need to purchase Dell E6420. If a laptop is purchased, it will need to be shipped to MT DOJ for installation of security and user setup to DOJ active directory.
 ~West Yellowstone will be required to keep maintenance on the scanner and LSMS/MT for this system going forward.



Quote Number: 01911020
Quote Created: February 27, 2017
Quote Expiration: May 28, 2017

Crossmatch
3950 RCA Blvd Suite 5001
Palm Beach Gardens, FL 33410
US Headquarters: 561 622 1650
<http://www.crossmatch.com>

STANDARD SALES TERMS AND CONDITIONS

Purchase Order # 6678

1) **Terms of Order.** The terms contained herein shall govern unless Purchaser orders under Crossmatch's GSA Schedule Number GS-35F-0199R or if there is an existing signed agreement between Purchaser and Crossmatch with respect to the products to be purchased. Notwithstanding any term or provision to the contrary contained in any Purchase Order, upon Purchaser's written acknowledgement below, the terms of this Agreement shall apply to Purchaser's Purchase Orders for the quoted products. In no event shall the pre-printed terms and conditions of any Purchase Order alter, amend or supersede any provision of this Agreement. In the case of any conflict between the terms of a Purchase Order and the terms of this Agreement, the terms of this Agreement shall prevail. An omission of reference to this Agreement in a Purchase Order shall not affect the application of this Agreement to such Purchase Order.

2) **Prices.** Unless otherwise indicated, prices for products and associated support services are firm fixed price (FFP). Pricing remains valid for 90 calendar days from the date of quotation, unless otherwise specified by Quote Expiration above. All sales are final; no refunds, credits or exchanges will be accepted. The price for the products does not include sales, use, excise or similar taxes assessed at any time. All applicable taxes shall be paid by Purchaser including applicable sales tax unless a valid sales tax exemption certificate is provided.

3) **Shipment:** Shipment date(s) provided in the quotation or in confirmation of the Purchase Order is/are approximate and subject to change. Crossmatch shall not be liable for any delays in shipment which are caused by events beyond the control of Crossmatch including, but not limited to, delays caused by inaccurate or incomplete data, changes or revisions in the work to be performed, Purchaser's insufficient credit or financing, acts of Purchaser or Purchaser's agent, Force Majeure, accidents, strikes, inability to obtain labor or materials, or delay in transportation.

4) **Storage:** Once Purchaser has been notified that its order is ready for shipment, if Purchaser requests that the order (in whole or in part) not be shipped until a later date, the equipment will be segregated from other inventory. Purchaser will be required to execute Crossmatch's Transfer of Title form evidencing transfer of title and transfer of risk of loss from Crossmatch to Purchaser. Purchaser is responsible for all costs associated with shipping the equipment to a storage facility or from said storage facility to the destination point in addition to all costs associated with insurance and storage fees.

5) **Title & Risk of Loss:** Crossmatch's prices are F.O.B. Crossmatch's Factory and are exclusive of taxes, shipping, handling and insurance. Title to all equipment and risk of loss, deterioration or damage shall pass to Purchaser upon delivery to a carrier; except that a security interest in the equipment or any replacement shall remain in Crossmatch's name until the full purchase price has been received by Crossmatch. Any claim by Purchaser against Crossmatch for shortage or damage occurring prior to delivery must be made in writing within ten (10) calendar days after receipt of shipment and accompanied by an original transportation bill signed by the carrier noting that carrier received goods from Crossmatch in the condition claimed. Crossmatch shall have the right to ship all goods at one time or in portions, within the time for shipping provided in such order, unless specifically requested in writing by the Purchaser that these shipments be made in total by a date certain. Any shipments returned to Crossmatch as a result of Purchaser's unexcused delay or failure to accept delivery will require Purchaser to pay all additional costs incurred by Crossmatch, including any storage costs as discussed above.

6) **Excusable Delays:** Crossmatch shall not be liable for any failure to continue to perform as required or meet the delivery date if such failure is due to the non-performance of the Purchaser or third party and/or due to a reason beyond its reasonable control. Such events also include without limitation, acts or omissions of carriers, labor difficulties, shortages, Force Majeure, lack of, incomplete or inaccurate information provided by the Purchaser, or any other cause that is outside of Crossmatch's control. In any such event the Parties will mutually develop a critical path in which performance and/or schedule is re-defined and any equitable adjustment in price is finalized.

7) **Changes:** Purchaser may make changes to the specific products/services being ordered, quantity, schedule and/or, the customization requirements of a product or service or any other provision of the Purchase Order or quotation providing such change is communicated in advance and in writing to Crossmatch. If any such change causes a change in the price, schedule or other provision of the quote or Purchase Order, Crossmatch shall notify Purchaser in writing no later than five (5) days from the date of receipt by Crossmatch of such request from Purchaser. Crossmatch will submit a Request for Equitable Adjustment or Change Order proposal which the Parties shall mutually negotiate and such will be incorporated into the Purchase Order or quotation by written bi-lateral Amendment or Change Order ("Change Order").

8) **Installation and Training.** If installation and training services are purchased, Purchaser shall appoint a contact person to coordinate the installation to be performed by Crossmatch, its agent or contractor. The number of days allocated, and charges for installation and training are stated herein. If Crossmatch cannot complete the installation or extensions into additional days or additional trips are caused by Purchaser's failure to complete its assigned tasks, or issues beyond the reasonable control of Crossmatch such as, but not limited to, Purchaser network problems, Purchaser firewall problems or delays of schedule due to unavailability of Purchaser resources, Purchaser shall be responsible for additional charges required to complete the installation. Such charges shall be billable at Crossmatch's rates in effect at the time of the service extension or additional trip. A minimum charge of \$500 will be assessed if Purchaser cancels or re-schedules on-site installation and/or training within 14 days of the originally scheduled installation. Upon completion of installation and training (including delivery of the training materials), Purchaser agrees to sign Crossmatch's Professional Services Acceptance Form acknowledging receipt of installation and training services within fifteen (15) days from the completion date. If Purchaser fails to respond within fifteen (15) days from the completion date, installation and training will be deemed accepted.



Quote Number: 01911020
Quote Created: February 27, 2017
QuoteExpiration: May 28, 2017

Crossmatch
3950 RCA Blvd Suite 5001
Palm Beach Gardens, FL 33410
US HeadQuarters: 561 622 1650
<http://www.crossmatch.com>

9) **Limited Warranty:** Crossmatch warrants that the hardware products purchased will be free from defects in material and workmanship in normal service and under normal conditions for a period of one (1) year from the date of shipment. Normal service and normal conditions are defined within the product documentation. The Limited Warranty is subject to the specific terms and conditions set forth in the warranty documentation, which is hereby made part of and incorporated into the quotation.

10) **Silicon Product Use Restrictions:** TouchChip Silicon Fingerprint Sensor Products, including but not limited to touch and swipe products, related software, developer kits and tools ("TouchChip Product Line") are subject to field of use restrictions ("Field of Use Restrictions") attached hereto as Supplemental Terms and Conditions of Sale for Silicon Products ("Supplemental T&Cs") and incorporated by reference herein. When applicable products are purchased, Purchaser shall adhere to the Field of Use Restrictions set forth in the Supplemental T&Cs and shall require any of its distributors, resellers, developers or sales representatives to comply with such Field of Use Restrictions. Any material or repetitive breach of the restrictions contained in the Supplemental T&Cs by Purchaser or Purchaser's direct or indirect distributors, resellers or sales representatives shall constitute a material breach.

11) **Software License.** The term "Software" refers to the Software installed on the equipment or hardware product, any custom software or interfaces developed by Crossmatch for Purchaser and if applicable, Crossmatch's Software Development Kit (SDK) software. Purchaser will be required to accept Crossmatch's standard license agreement prior to using any Software. The terms and conditions which govern the right and usage of the software are set forth in the license documentation, which is hereby made part of and incorporated into the quotation.

12) **Equipment Upgrade:** Equipment upgrades are not covered under the limited warranty and are subject to independent pricing and terms and conditions, as deemed applicable by the nature of the upgrade activity.

13) **Equipment Maintenance Plan:** Purchaser may purchase a Crossmatch Advantage Maintenance Plan for the hardware products. The Maintenance Plan is contracted for annually at the then prevailing price and can be renewed for a period of years mutually agreed to by the Parties, The Maintenance Plan is subject to the specific terms and conditions set forth in the Maintenance Plan documentation, which is hereby made part of and incorporated into the quotation.

14) **Software Maintenance Plan:** Purchaser must buy the Crossmatch Advantage Software Maintenance plan for all applicable Crossmatch software products. Crossmatch will provide maintenance services for the current and future Major Release of the Software for a period of twelve (12) months for each term of the Software Maintenance plan. As used herein, a "Major Release" is any version of the Software that in Crossmatch's sole determination provides substantial new features, additional functionality, or makes use of different architecture. Crossmatch will receive Company reported defects or issues 24 hours a day, 7 days a week and acknowledge any such reported defect or issue within two (2) hours and use best efforts to address and remedy such defect or issue. At no additional cost to Company, Cross Match will deliver to Company, as made commercially available by Cross Match, bug fixes, Maintenance updates, state-mandated updates and Major Releases for the Software ("Updates")

15) **Invoicing and Payment.** Crossmatch will invoice Purchaser for all Products, (including services), and Maintenance Plans. All Maintenance Plans are invoiced annually in advance are non-refundable. All Crossmatch invoices for Products must be paid in full by Purchaser prior to shipment. Any other payment arrangement must be pre-approved by Crossmatch in writing. All sales are final; no refund, credits or exchanges will be accepted Crossmatch. A late charge of the lesser of 1.5% per month or the maximum amount permitted by law, will be added to past due accounts. All reasonable costs and expenses, including but not limited to attorneys' fees, court costs and service charges incurred by Crossmatch in collecting payment will be an expense of and charged to Purchaser

Purchaser may be required to complete a credit application. Crossmatch reserves the right to extend credit to the Purchaser based upon credit determination. Specific financing arrangements will be considered on a case by case basis and the terms and conditions for such will be defined by Crossmatch and binding upon the Purchaser.

Crossmatch shall have the right to suspend performance, including the non-shipment of product, under a specific Purchase Order and/or any other Purchase Order(s) where Purchaser has failed to maintain its account within agreed to credit terms. Crossmatch shall resume performance under said Order(s) upon verified receipt of the required funds, as determined by Crossmatch. Purchaser hereby agrees to waive all rights to seek damages and/or other remedies against Crossmatch if Crossmatch's actions taken under this provision have an adverse impact upon Purchaser and/or its ability to perform and/or meet business obligations. In addition, Crossmatch shall have the right to cancel or hold any and/or all orders placed by Purchaser and any and/or all shipments of the Product, regardless of any prior confirmation or acceptance by Crossmatch, if: (a) Purchaser is or becomes insolvent, (b) Purchaser makes an assignment for the benefit of creditors, or a receiver or trustee is appointed to take charge of any of Purchaser's assets; or (c) Purchaser is the subject of a bankruptcy or reorganization proceeding, whether voluntary or involuntary.

16) **Indemnification. By Purchaser.** Purchaser shall indemnify, defend and hold Crossmatch and its respective directors, officers, employees and agents harmless against any and all losses, claims, damages or expenses (including reasonable attorneys' fees) arising out of or related to: (i) any personal injury to or death of any person or persons, any loss or damage of any property or any interruption of services which are caused or claimed to have been caused directly or indirectly from Purchaser's (including its employees or independent contractors) negligent operation and/or related use or misuse of the Product; (ii) use of any equipment not provided or approved for use with the Product by Crossmatch.

By Crossmatch. Crossmatch hereby agrees to indemnify, defend and hold Purchaser harmless from and against any and all claims, demands, actions, costs, liabilities and losses resulting from the Software or other Product infringing a United States patent, copyright or trademark or misappropriating the trade secret of a third party provided that: (i) Purchaser promptly notifies Crossmatch in writing of the claim; (ii) Crossmatch has control of the defense and all related settlement negotiations, provided however that Purchaser



Quote Number: 01911020
Quote Created: February 27, 2017
QuoteExpiration: May 28, 2017

Crossmatch
3950 RCA Blvd Suite 5001
Palm Beach Gardens, FL 33410
US Headquarters: 561 622 1650
http://www.crossmatch.com

must approve in writing any settlements before they are executed (provided, however, that Purchase shall not unreasonably withhold its approval thereof); and (iii) Purchaser fully cooperates with Crossmatch, at Crossmatch's cost, in the defense or settlement of such actions. Crossmatch's obligation under this Article is conditioned on Purchaser's agreement that if the Software, or the use or operation thereof, becomes, or in Crossmatch's opinion is likely to become, the subject of such a claim, Purchaser will permit Crossmatch at Crossmatch's option and expense, either to procure the right for Purchaser to continue using the Software or to replace or modify the same so that it becomes non infringing. If neither of the foregoing alternatives is available on terms which are reasonable in Crossmatch's reasonable judgment, then (1) Purchaser will return or destroy the Software on written request of Crossmatch; and (2) Crossmatch shall pay Purchaser an amount equal to the amount paid for the Software less an amount equal to the current depreciation of such Software (such depreciation amount calculated on a straight line basis over four years commencing on the Effective Date). The foregoing indemnity extends to Purchaser only and states the sole and exclusive liability and remedy of the parties hereto for patent infringement, and is in lieu of all warranties, express, implied, or statutory, in regard thereto.

17) **Limitation of Liability.** IN NO EVENT SHALL Crossmatch BE LIABLE TO PURCHASER FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION OR OTHER INCIDENTAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE, OR THE DELIVERY OF, OR FAILURE TO DELIVER, THE PRODUCT, EVEN IF Crossmatch HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE ENTIRE LIABILITY OF Crossmatch FOR ANY CLAIM OR CAUSE OF ACTION ARISING HEREUNDER (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT THAT IS THE SUBJECT OF SUCH CLAIM OR CAUSE OF ACTION. Except as to title, all such liability shall terminate upon the expiration of the original applicable warranty period.

18) **Intellectual Property and Use Limitations.** The sale of the Product to Purchaser does not convey to Purchaser any intellectual property rights in the Product or Software, including but not limited to any copyright, patent or trademark rights (except for any license rights granted hereunder). Further, the sale of the Products confers on Purchaser no license, express or implied, by estoppel or otherwise, under any patents of Crossmatch or others covering or relating to any other product or invention or any combination, machine, or process in which such Product might be used. All intellectual property rights in the Products and Software, any documentation therefore, and other materials supplied by Crossmatch, are owned by Crossmatch and are protected by United States copyright laws, other applicable copyright laws, and international treaty provisions.

19) **Choice of Law and Forum.** This Agreement shall be governed by and construed under the laws of the State of Florida, without reference to its conflict of laws provisions. All disputes arising hereunder shall be heard only by a Florida State court or U.S. District Court with competent jurisdiction in Palm Beach County, Florida.

20) **Compliance with Laws.** Each party to the Agreement shall comply with all applicable laws and regulations. Purchaser will not directly or indirectly export or re-export any Products or "technical data" furnished to Purchaser under this Agreement without obtaining appropriate authorizations from the U.S. Department of Commerce or other U.S. government agency and will otherwise comply with all U.S. export control laws applicable thereto.

21) **Entire Agreement.** These terms and conditions constitute the entire agreement between Crossmatch and Purchaser with respect to the sale and purchase of the Products and license of the Software and shall supersede all prior agreements, understandings and representations between Purchaser and Crossmatch, both written and oral, with respect to the subject matter hereof. No additions or modifications of this Agreement or any Exhibit hereto shall be effective unless made in writing and signed by the authorized representatives of Crossmatch and Purchaser. Crossmatch's delay or failure to enforce at any time any provision of this Agreement shall not constitute a waiver of Crossmatch's right thereafter to enforce each and every provision of the Agreement. If any of the provision(s) of this Agreement is determined to be invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

PURCHASER ACKNOWLEDGEMENT:

By: West Yellowstone Police Dept.
Name: Scott Newell
Title: Chief of Police
Date: 07/19/2017



Quote Number: 01911020

Quote Created: February 27, 2017

Quote Expiration: May 28, 2017

Crossmatch
3950 RCA Blvd Suite 5001
Palm Beach Gardens, FL 33410
US Headquarters: 561 622 1650
http://www.crossmatch.com

CREDIT CARD AUTHORIZATION FORM

By signing this form you confirm you are an authorized representative to make binding commitments on behalf of your company/firm.

It is therefore by your signature below that you are authorizing Cross Match Technologies, Inc. to charge the below credit card for the amount stated below in addition to any applicable tax.

If your company is a tax exempt entity, please provide your tax exemption certificate.

Company Name: West Yellowstone Police Dept.

Invoice/SO #: 6678

Amount Authorized: USD\$ 7927.52

Credit Card Type: [] Visa [] Master Card [] American Express

Is this a Government wide Commercial Purchase Card? [] Yes [] No

Credit Card Number: _____

Expiration Date: _____

Sec Code: _____

Credit Card Complete Billing Address: _____

Signature: Scott Newell Date: 07/19/2017

Printed Name Scott Newell

Title Chief Scott Newell

07/21/17
17:25:03

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 7/17
For Pay Date: 07/21/17

Page: 1 of 7
Report ID: AP100

* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
43372		3 US Postmaster		196.00					
	07/21/17	stamps		196.00		FINADM	1000 410510	311	101000
43373		266 Utilities Underground Location		28.26					
	7065314 06/30/17	water locates		28.26		WATER	5210 430500	357	101000
43375		2845 Kasting, Kauffman & Mersen, PC		9,228.95					
	07/11/17	legal services		8,827.50		LEGAL	1000 411100	352	101000
	07/11/17	postage/copies		22.75		LEGAL	1000 411100	870	101000
	07/11/17	phone/fax		0.82*		LEGAL	1000 411100	345	101000
	07/11/17	travel		377.88		LEGAL	1000 411100	373	101000
43378		1089 Gallatin County Treasurer		1,173.00					
	June 2017 07/01/17	Tech surcharge		480.00		COURT	7458 212200		101000
	June 2017 07/01/17	MLEA		535.00		COURT	7467 212200		101000
	June 2017 07/01/17	Public Defender		0.00		COURT	7468 212200		101000
	June 2017 07/01/17	Victims Assistance		158.00		COURT	7699 212200		101000
43380		2789 WEX Bank		3,339.94					
	07/01/17 07	Ford Expedition 6-54563A		0.00		SS	1000 450135	231	101000
	07/01/17 06	Dodge Durango 6-1374		251.93		PUBSER	1000 430200	231	101000
	07/01/17 17	Dodge Ram #1		171.17		POLICE	1000 420100	231	101000
	07/01/17 17	Dodge Ram #2		232.09		POLICE	1000 420100	231	101000
	07/01/17 10	Ford Expedition 6-000046		333.35		POLICE	1000 420100	231	101000
	07/01/17 11	Ford Expedition 6-21425A		99.08		POLICE	1000 420100	231	101000
	07/01/17 10	JD Backhoe		245.06		STREET	1000 430200	231	101000
	07/01/17 77	Int'l Dumptruck		0.00		STREET	1000 430200	231	101000
	07/01/17	Snow Blower		0.00		STREET	1000 430200	231	101000
	07/01/17 85	Ford Dumptruck		0.00		STREET	1000 430200	231	101000
	07/01/17 140	G Grader		43.68		STREET	1000 430200	231	101000
	07/01/17	CAT 936 Loader		95.57		STREET	1000 430200	231	101000
	07/01/17 91	Ford 6-582		149.63		STREET	1000 430200	231	101000
	07/01/17 15	Sweeper		269.09		STREET	1000 430200	231	101000
	07/01/17 97	Athey Sweeper		0.00		STREET	1000 430200	231	101000
	07/01/17 14	Water Truck		94.80		STREET	1000 430200	231	101000
	07/01/17 00	Freightliner Dump 6-60700A		53.13		STREET	1000 430200	231	101000
	07/01/17 2010	JD 772 Grader		191.71		POLICE	1000 420100	231	101000
	07/01/17 02	Freightliner Dump 6-54564A		0.00		STREET	1000 430200	231	101000
	07/01/17 08	Ford Pickup 6-1450		261.24		STREET	1000 430200	231	101000
	07/01/17 08	GMC Pickup 6-1484		168.68		STREET	1000 430200	231	101000
	07/01/17 08	CAT 938H Loader		300.70		STREET	1000 430200	231	101000
	07/01/17 08	904B MiniLoader		35.98		STREET	1000 430200	231	101000
	07/01/17 93	Dodge 6-2010		0.00		STREET	1000 430200	231	101000
	07/01/17	YNP Truck #2		0.00		STREET	1000 430200	231	101000
	07/01/17 08	Ford Escape (multi-use)		0.00		DISPAT	1000 420160	370	101000

07/21/17
17:25:03

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 7/17
For Pay Date: 07/21/17

Page: 2 of 7
Report ID: AP100

* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
	07/01/17 14	Police Interceptor		143.34		POLICE	1000		420100	231		101000
	07/01/17 15	Ford F-250		199.71		STREET	1000		430200	231		101000
43381		2853 Two Seasons Recycling		500.00								
	2017-285 06/30/17	monthly recycling		500.00		PARKS	1000		460430	398		101000
43382		2558 Hebgen Basin Fire District		45,501.58								
	07/20/17 July 2017			45,501.58		FIRE	1000		420400	357		101000
43385		146 Morrison-Maierle, Inc		65.00								
	27808 07/11/17	Town Offices online backup		65.00		FINADM	1000		410510	356		101000
43410		533 Market Place		143.91								
	06/30/17	supplies-summer rec		117.41		SUMREC	1000		460449	220		101000
	06/30/17	supplies		5.14		WATER	5210		430500	220		101000
	06/30/17	supplies		14.47		LEGIS	1000		410100	220		101000
	06/30/17	supplies		6.89		JAIL	1000		420230	220		101000
43411		2099 Quick Print of West Yellowstone		574.60								
	8606 05/31/07	office supplies		28.00		LIB	2220		460100	220		101000
	10107 05/01/17	office supplies		71.00		LIB	2220		460100	220		101000
	8691 06/12/17	office supplies		4.75		LIB	2220		460100	220		101000
	8807 06/16/17	office supplies		11.09		LIB	2220		460100	220		101000
	8843 07/03/17	water books		275.26		WATER	5210		430500	380		101000
	8874 07/11/17	cards		31.50		COURT	1000		410360	321		101000
	8885 07/12/17	printing		153.00		LIB	2220		460100	220		101000
43412		2586 Waxie Sanitary Supply		87.94								
	76822154 07/17/17	supplies		87.94		PARKS	1000		460430	220		101000
43413		951 Barnes & Noble		575.39								
	3498382 07/08/17	books		180.46		LIB	2220		460100	215		101000
	3498388 07/08/17	books		165.99		LIB	2220		460100	215		101000
	3494346 06/27/17	books		100.93		LIB	2220		460100	215		101000
	3495164 06/28/17	books		69.68		LIB	2220		460100	215		101000
	3494182 06/27/17	books		58.33		LIB	2220		460100	215		101000
43414		1885 Billion Dodge		66.45								
	85780 06/22/17	maint, 2017 Dodge Ram 3833		66.45		STREET	1000		430200	361		101000
43415		2195 Code Publishing Company		91.80								
	57063 07/12/17	codify 3 ordinances		91.80		FINADM	1000		410510	390		101000

07/21/17
17:25:03

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 7/17
For Pay Date: 07/21/17

Page: 3 of 7
Report ID: AP100

* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
43416		153 IIMC 07/06/17 annual membership, Roos		160.00 160.00		FINADM	1000 410510	335	101000
43417		1930 Wagner Group Associates 17-6408 07/13/17 2017 Flex Plan enrollment fee		50.00 50.00		ADMIN	1000 410210	140	101000
43418		2822 ClearBlu Cleaning Services 06/30/17 weekend bathroom cleanings		250.00 250.00			1000 460430	398	101000
43419		1085 JD Speciality Services 3281 07/18/17 seals FL 112 dump truck		932.00 932.00		STREET	1000 430200	369	101000
43420		2673 First Bankcard 05/31/17 Galls, boots 06/08/17 USPS, postage 06/20/17 Holiday Inn GF, Van Leeuwen 06/24/17 Billion Chrysler, maint 17 Ram		433.55 129.99 51.67 196.74 55.15		POLICE POLICE POLICE POLICE	1000 420100 1000 420100 1000 420100 1000 430200	226 311 370 361	101000 101000 101000 101000
43421		999999 YELLOWSTONE PIRATES 07/21/17 refund RT bond, never opened		500.00 500.00		RT	2100 214000		101000
43422		2635 Jake's Automotive and Tire 15648 07/06/17 maint, 2011 Ford Exp 15765 07/13/17 maint, 2008 Ford truck 15682 07/08/17 maint, 2014 Ford interceptor		627.36 123.80 473.61 29.95		STREET STREET STREET	1000 430200 1000 430200 1000 430200	361 361 239	101000 101000 101000
43423		2647 Flathead Beacon Productions 23311 07/15/17 annual website hosting		720.00 720.00		FINADM	1000 410510	356	101000
43424		2875 GNG 18326-738 07/15/17 hot mix patches x 10		5,312.50 5,312.50		GASTAX	2820 430200	367	101000
43425		3050 SCS Unlimited Inc. 07/06/17 wrap mobile stage		1,855.00 1,855.00		PARKS	1000 411040	354	101000
43426		2658 Delfino Salinas 07/07/17 court interpretor		75.00 75.00		COURT	1000 410360	394	101000
43427		1598 Gusher 07/14/17 restitution, Ronnie M. Drury		28.79 28.79		COURT	7469 212401		101000

07/21/17
17:25:03

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 7/17
For Pay Date: 07/21/17

Page: 4 of 7
Report ID: AP100

* ... Over spent expenditure

Claim	Vendor #/Name/ Check Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
43428	999999 MISAEEL RUIZ SORIA 07/14/17 bond refund, Markie Killsnight	535.00 535.00		COURT	7469 212401		101000
43429	2779 Treasure State Lock & Key 993132 07/15/17 key work-PCC 993133 07/15/17 key work-Parks bathrooms 993134 07/15/17 keys	2,436.22 1,854.00 532.22* 50.00		POVAH PARKS TWNHAL	1000 411255 1000 460430 1000 411250	366 366 366	101000 101000 101000
43430	2937 CINTAS First Aid & Safety 5008323302 06/29/17 medical supplies	9.99 9.99		STREET	1000 430200	220	101000
43431	2815 Sherwin Williams Co. 0703-3 07/21/17 paint 3433-0 05/08/17 paint	2,193.25 879.65 1,313.60		GASTAX GASTAX	2820 430200 2820 430200	368 368	101000 101000
43432	3035 Frontline Ag Solutions, LLC 466902 07/21/17 key	26.68 26.68		PARKS	1000 460430	220	101000
43433	3051 Yellowstone Log Homes LLC 21809 07/20/17 timbers, park pavilion	27,903.40 27,903.40		PARKS	4000 460430	920	101000
43434	471 Northwest Pipe Fittings, Inc. 3831929 07/10/17 meter reading equipment 5827543 07/05/17 4" meter, bolt pak set	5,701.54 2,500.00 3,201.54		WATER WATER	5210 430590 5210 430590	251 251	101000 101000
43435	2851 Amatics CPA Group 45630 06/30/17 Audit follow up	750.00 750.00		FINADM	1000 410530	353	101000
43436	62 MLEA 10553 07/11/17 tuition, Lovingier 10553 07/11/17 meals/lodging	475.00 300.00 175.00			1000 420100 1000 420100	380 370	101000 101000
43437	29 Terrell's Office Machines Inc 338442 06/05/17 toner 340003 07/07/17 toner	437.92 319.02 118.90		SOCSE FINADM	1000 450135 1000 410510	363 220	101000 101000
43438	2306 Brandy Holland 07/13/17 reimb Rocky Creek Farms entran	220.00 220.00		SUMREC	1000 460449	871	101000
43439	674 Karst Stage 107122 07/06/17 charter to IF 6/21/17 107123 07/06/17 charter to IF 6/28/17	1,390.00 695.00 695.00		SUMREC SUMREC	1000 460449 1000 460449	319 319	101000 101000

07/21/17
17:25:03

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 7/17
For Pay Date: 07/21/17

Page: 5 of 7
Report ID: AP100

* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
43440		474 Three Bears Lodge, Inc.		50.00					
	122816/02	07/05/17 help fund room		50.00		HELP	7010 450135	370	101000
43441		2507 Silvertip Pharmacy		380.36					
	062717/01	06/27/17 Rx		142.27		HELP	7010 450135	358	101000
	060717/01	06/07/17 Rx		83.00		HELP	7010 450135	358	101000
	062817/01	06/28/17 Rx		26.27		HELP	7010 450135	358	101000
	060217/01	06/22/17 Rx		128.82		HELP	7010 450135	358	101000
43442		2764 HD Supply Waterworks, Ltd.		515.46					
	H436120	07/14/17 supplies		297.30		STREET	1000 430200	369	101000
	H436043	07/03/17 supplies		218.16		STREET	1000 430200	226	101000
43443		307 Fire Suppression Systems Inc		309.00					
	83245	05/01/17 annual lease, sewer		77.00		SEWER	5310 430600	357	101000
	83246	05/01/17 annual lease, city shop, servi		232.00			1000 430200	220	101000
43444		2357 US Bank		94,208.78					
	07/21/17	Town Hall principal		58,445.00		TWNHAL	2100 490200	610	101000
	07/21/17	Town Hall interest		13,034.80		TWNHAL	2100 490200	620	101000
	07/21/17	CAT 938H loader principal		7,328.60		DEBT	1000 490520	610	101000
	07/21/17	CAT 938H loader interest		372.25		DEBT	1000 490520	620	101000
	07/21/17	911 Dispatch Remodel principal		14,148.69		DEBT	2850 490530	610	101000
	07/21/17	911 Dispatch Remodel interest		879.44		DEBT	2850 490530	620	101000
43445		2337 Central Services Division		1,925.28					
	201805041	07/01/17 CJIN service 2017-2018		1,925.28		DISPAT	1000 420160	398	101000
43446		135 Food Roundup		48.64					
	06/30/17	supplies		3.68		LEGIS	1000 410100	220	101000
	06/30/17	supplies		44.96		JAIL	1000 420230	220	101000
43447		2952 DIS Technolgies		595.00					
	31790	07/05/17 managed service, monthly fee		595.00		DISPAT	1000 420160	398	101000
43448		725 Swan Cleaners		166.00					
	1532	07/01/17 laundry service		166.00*		JAIL	1000 420230	390	101000
43449		2913 Mountain Valley Construction		9,855.00					
	5091	07/07/17 mag chloride application		9,855.00		STREET	1000 430200	240	101000

07/21/17
17:25:03

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 7/17
For Pay Date: 07/21/17

Page: 6 of 7
Report ID: AP100

* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
43450		2883 Rocky Mountain Truck Center		1,188.46					
	06/30/17	2000 FL, repairs		1,188.46		STREET	1000 430200	369	101000
C001101939:2									
43451		2654 Community Health Partners		542.00					
	299061517	07/04/17 vaccines		542.00		SEWER	5310 430600	351	101000
43452		2835 Corner Cenex		337.26					
	06/28/17	fuel		60.13		PARKS	1000 460430	231	101000
	06/28/17	fuel		194.65		STREET	1000 430200	231	101000
	06/28/17	supplies		65.98		POLICE	1000 420100	231	101000
	06/28/17	supplies		16.50		LEGIS	1000 410100	220	101000
43453		2333 Apple Time, Inc.		360.59					
	1245287PN8	06/26/17 supplies		360.59		POLICE	1000 420100	220	101000
43454		999999 SCOTT CHASE		301.90					
	03/03/17	reimb mirror repair		301.90		STREET	1000 430200	361	101000
43455		2992 Lisa Johnson		44.80					
	07/21/17	petty cash, postage		23.16		POLICE	1000 420100	311	101000
	07/21/17	petty cash, postage		12.64		FINADM	1000 410510	311	101000
	07/21/17	petty cash, social services		9.00		SOCSER	1000 450135	220	101000
# of Claims			54	Total:		225,424.55			

WEST YELLOWSTONE TOWN COUNCIL
Town Council Work Session & Meeting
July 11, 2017

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

OTHERS PRESENT: Town Manager Daniel Sabolsky, Finance Director Lanie Gospodarek, Public Services Superintendent James Patterson, Chief of Police Scott Newell, Social Services Director Kathi Arnado, Richard & Teri Gibson, Tom Cherhoniak, Jeff Schoenhard, Bob Patzke, Rich and Danna Lloyd, Fire Chief Shane Grube, Li Zhang, SJ Sheppard, Randy Wakefield, WY Chamber Director Marysue Costello, YHC Director Kaitlin Johnson

The meeting is called to order by Mayor Jerry Johnson at 6:00 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

Mayor Johnson calls the meeting to order and explains that the purpose of the work session is to discuss the enterprise and capital funds of the FY 2018 budget. Finance Director Lanie Gospodarek explains that enterprise funds are set up to be supported by user fees. She explains that they have planned for expenses and capital expenditures in both the water and sewer funds. She points out that they have budgeted for water meters at the Yellowstone National Park housing complex. Council Member Schmier asks about budgeting funds for the water well they intend to drill this year. Gospodarek points out that the well is budgeted \$500,000 for the project in the Water Depreciation Fund. They have also budgeted \$250,000 in the Sewer Operating Fund to construct a new Infiltration/Percolation (IP) bed, pending approval from the State. Gospodarek also describes the Social Services Help Fund, a trust and agency fund that is administered by the Social Services Department to help needy individuals.

Gospodarek directs the Council to the Capital Improvement Plan, which is funded through the Capital Funds in the budget. She points out updates to the plan since the last meeting when it was discussed. She explains that now that the fiscal year has ended and all the revenues have been collected, they have an additional \$680,000 that needs to be budgeted. Part of that money should be budgeted to ensure that they don't collect more tax than they estimated. Sabolsky cautions the Council against budgeting all of that money considering that they have some major water and sewer projects planned and they should be prepared in case any of those projects end up costing considerably more than anticipated. Public Services Superintendent James Patterson suggests moving the slurry seal project back into the FY 2018 budget and getting that project done this year while the prices are good. They briefly discuss the budget for the Siegel Learning Center, listed on the plan at \$1.2 million but the group determines it should only be \$900,000. Sabolsky explains that the Town has authorized spending \$650,000 and the West Yellowstone Foundation has committed to donating \$250,000 towards the project. Mayor Johnson suggests budgeting to for streetlights and suggests lighting Madison Avenue. He says they have been putting up streetlights in Town since the 1980s and they should just finish something. He also thinks they need to complete and light walking paths from Grizzly Park to Old Town. He says they should make it customer friendly for people to walk from where all the hotels are to where the shops are. He also suggests a pilot program with flags at the intersections to make it easier to cross the streets. The Council discusses streetlights and use of LED lights. Currently, they have set aside \$150,000 for streetlights in this fiscal year. Johnson suggests increasing that to \$300,000 and having the engineer evaluate adding lights on Madison and/or Yellowstone. The group discusses increasing the lighting project to \$300,000 and moving the slurry seal project up to this year at \$181,000, which reduce the surplus to approximately \$350,000 that they can set aside for water and sewer needs. Sabolsky says he will also look into funding a path and lights from Grizzly Park to the downtown area. The Council agrees that regardless, they need to be prepared for unexpected costs to support their infrastructure.

ACTION TAKEN

- 1) Motion carried to approve the Purchase Orders, which include #6741 to Teton Communications Inc., to purchase the AvTec Console Upgrade for \$17,450, #6743 to eForce Software for \$45,670.65 for the balance of the CAD/RMS system, and #6746 to Pathway AV Integration for a Court of Record recording system for \$13,000. (Forsythe, Parker)
- 2) Motion carried to approve the claims, which total \$337,605.52. (Schmier, Martineau) Schmier abstains from #43372. It is noted that the vendor for claim #43376 needs to be changed from Beck Construction to CenturyLink. Schmier abstains from claim #43362.
- 3) Motion carried to approve the Consent Agenda, which includes the minutes of the June 20, 2017 Town Council Work Session and Council Meeting with the correction that Pierre Martineau was not present at the meeting. (Martineau, Schmier)
- 4) Motion carried to approve the business license update for Madison Plaza change two apartments to nightly rentals to give them a total of ten apartments, one mobile home, one RV space, and five nightly rentals. (Martineau, Schmier) Parker is opposed.
- 5) Motion carried to approve the Conditional Use Application with the condition that a fence is built along the east and west property boundaries in accordance with the site plan dated July 11, 2017 and contingent upon obtaining all necessary state, fire, and county approvals. (Schmier, Parker) Martineau and Forsythe are opposed, passes by majority.
- 6) Motion carried to approve Resolution No. 700, a resolution adopting the preliminary budget for FY 2017-2018. (Parker, Martineau)
- 7) Motion carried to approve the Application for Outside Amplification Permit for Rod Run/Music in the Park events on August 4-5, 2017. (Parker, Martineau)
- 8) Motion carried to approve Resolution No. 701, a resolution exempting Pioneer Park from Section 9.12.020 of the West Yellowstone Municipal Code, Public Drinking Prohibited, August 4-5, 2017 during the Yellowstone Rod Run. (Forsythe, Parker)
- 9) Motion carried to reject all bids submitted for the Siegel Learning Center, received June 27, 2017 by the Town of West Yellowstone. (Parker, Martineau)
- 10) Motion carried to approve the Drug-Free Workplace Policy. (Parker, Martineau)
- 11) Motion carried to approve the Workforce Drug and Alcohol Testing Policy. (Parker, Martineau)
- 12) Motion carried to approve the revised Staffing Plan, Dated July 11, 2017. (Martineau, Parker)

Public Comment Period

Marysue Costello, WY Chamber of Commerce Executive Director, addresses the Council and meeting attendees and thanks everyone for the support and assistance during the 4th of July festivities. She also says that one of the goals of the Chamber is town clean up and beautification. She says that they support the Town's viewpoint and encourages the Town to continue to work towards making the Town a beautiful place to live. Teri Gibson comments that the exterior of the Fire Department is looking great and encourages other business owners to follow their example. She thanks Patterson for the infrastructure tour today and says that they learned a lot. She asks if it would be possible to set the traffic signals in town to turn at the same time to make traffic flow at the same time. SJ Sheppard recognizes the various town departments for communicating with each other, which is notable and not always common. She

also clarifies that her comment at the Planning Board meeting was to express frustration about the process by the Council, not necessarily a specific council member or action.

Council Comments

Martineau says that the person that is going to update the TV system on Horse Butte is coming the 19th of August. Forsythe says he has heard some comments about the difficulty young people and older people have crossing Highway 20. The group considers solutions such as a flashing light, flags, or other solutions to slowing down the traffic. Schmier asks if they have made any progress towards a compliance officer or someone to enforce ordinances.

DISCUSSION

- 5) Sabolsky reports that the Planning Board met and reviewed the site plan for the Request for Conditional Use made by Kelly Midwest Ventures to establish a Limited Services Campground that includes five Recreational Vehicle (RV) spaces and a home that is considered a duplex. One of the parking spaces in the garage is being converted to a bathroom/laundry facility. Sabolsky says that laundry facility may need to be considered an accessory building. The total number of parking spaces required is 10 spaces. Since the Planning Board meeting, Fire Chief Shane Grube pointed out that there must be 10 feet between the house/duplex and the nearest RV and the plan only shows 6.80 feet. SJ Sheppard says that she did call the Montana State Building Code Division and inquired about the requirement to have ten feet between the RV and the house. She says that the Building Codes Division considers an RV a vehicle, so there is no requirement for a minimum amount of space. She says there is also no requirement for size for the RV spaces so they could reduce the width of two of the RV spaces and allow ten feet of separation, so it is really a non-issue. She also explains that since there are two separate entrances and exits to the house, that is why it is considered a duplex. Additionally, two of the RVs that will be parked on the back of the property do not have pop-out functions and will fit without trouble. She says that it is unfortunate that they have been working on this project since last fall and new issues seem to come up the day of the meeting every time it is up for consideration. Next door neighbor Danna Lloyd complains that the parking on the property is already a problem. She says there are 11 people living in the house and there are at least six cars parked around it and on the street. Teri Gibson says that the Planning Board did discuss that fact that the ordinance only requires four parking spaces but there are at least 11 driver's licenses in the house. The Lloyds express multiple concerns about the proposed use of the property. Sheppard points out that other than the 10' concern and accessory building concern that were brought up today, the Planning Board did discuss this application at length and ultimately approved it. Cole Parker agrees that the board talked about it at length and they need to focus on what is being applied for and make a decision. Fire Chief Shane Grube says that the Fire Department wasn't aware of the application until late last week. He says that 10' between structures is a standard width that that is why they requested that. He also says that if the home is being handled as an employee housing structure, it is really a boarding house and not a duplex. Parker says that they considered a similar property on Boundary Street recently and says that they need to make sure they are consistent. Martineau says that he has concerns about the number of people in the house and effect on the neighbors. Forsythe says he will not vote in favor of the application because of other properties in town that are not in compliance. Schmier cautions against voting against something that meets all the requirements just because they don't like it. Richard Gibson says that if this issue is ever litigated in the future, they are in a very bad spot because a member of the Planning Board is representing Kelly Midwest Ventures. Sheppard responds that she has made it very clear that she has recused herself from voting on the issue. Mayor Johnson asks Sabolsky for his recommendation. Sabolsky says that he does not want to make a recommendation on this item for various reasons. The group debates the issue at length. Parker says that he doesn't really like the plan, he'd rather see a new apartment complex, but if it meets the requirements he will vote in favor of it. Patterson agrees and says that it meets the requirements so there is really no reason not to approve it.

- 6) Mayor Johnson reads the Public Notice announcing the availability to the public of the FY 2017-2018 Municipal Budget. The notice was published in the June 30, 2017 and July 7, 2017 editions of the West Yellowstone Star. Mayor Johnson then reads Resolution No. 700.
 - 10) Sabolsky explains that in order to apply for any federal grants including the transportation grant that comes through the State, they need a Drug-Free Workplace Policy in place.
 - 11) Sabolsky clarifies that this policy will go into effect 60 days from the date of adoption and all new hires will be notified of the policy when hired. They will not be able to do any pre-employment drug screening during that 60 days.
 - 12) Sabolsky explains that this change will make the Library Clerk position a full-time position up from a $\frac{3}{4}$ time employee.
- A) **Advisory Board Reports:** Council Member Parker reports that the Planning Board met again with Land Solutions and they are waiting for another draft of the Growth Policy. Teri Gibson reports that the Planning Board did meet and discussed issues surrounding the redevelopment of the property at 19 Gibbon by Kelly Midwest Ventures and voted to approve the most recent site plan. She also reports that SJ Sheppard expressed frustration with the Council about the application from Kelly Midwest Ventures. They also discussed but tabled some other applications.
- B) **Town Manager & Department Head Reports:** Town Manager Dan Sabolsky reports on progress with Land Solutions on the Growth Policy and revised Subdivision Regulations. He says a pilot well was drilled on the 80 acres and looks good so far, fireworks were not permitted on the land over the holiday but they know there was some abuse. The 4th of July fireworks and live music at the park on the new stage went very well. He says he heard a lot of compliments about the stage and events. They need more trash cans and bathroom access during the event and there was one incident with unruly individuals. They did discuss cleaning up the event sooner as a lot of trash was left behind. He says that they had a bid opening for the Siegel/Little Rangers Learning Center but all the bids were significantly over budget. They will have a work session this month to discuss the next step. The drug and alcohol testing policy is on the agenda for approval this evening and if it is approved, it will go into effect in 60 days. The employee manual is still in progress but he sent another draft to MMIA and legal counsel for review. He reports that they met with Yellowstone National park last week about access to the entrance to the park and traffic. They discussed grants that could be applied for to improve the entrance. Sabolsky says that he also has a letter from Easton Roos who is working on his Eagle Scout Project and would like to build a flag retirement pit at the Fir Ridge Cemetery. He says that the Cemetery Board is going to meet in the next couple weeks and they will invite Easton to attend the meeting to discuss his plans for the project. Martineau asks about union negotiations. Sabolsky says that they have opened negotiations with both units due to the revisions of the personnel manual. He says that they have received five grievances from an employee and he is working with legal counsel to work through those issues. Public Services Superintendent James Patterson reports that the well water shows slightly elevated fluoride levels but not high enough to require treatment. The pilot well that they drilled showed 220 gallons per minute with a small pump and they believe a full well could put out 800 gallons per minute. The Railroad Well puts out approximately 550 gallons per minute. He says the other water tests also looked good and they are optimistic that they will be able to drill a good well. They still need to wait for some more tests and get approval from DEQ to drill the public well. They have completed painting cubs and parking lanes, applied magnesium chloride to the alleys, and are preparing to replace sidewalks. He says that he hasn't put it in the budget yet, but suggests the Council consider whether they need more garbage cans in town. The Council discusses controlling trash around town and whether they should empty the cans twice a day, add more cans, put a dumpster at the park, or any other possible solutions to the problem. Patterson says he will work on the problem.

He also reports that he took candidates for Town Council on a tour of the Town's public infrastructure today. Finance Director Lanie Gospodarek reports on end of fiscal year entries and adjustments, new utility hardware, summer recreation accounting. Chief of Police Scott Newell reports that they got through the 4th of July with no major incidents, they did accept a resignation from a dispatcher and have opened the recruitment, Officer Kearney has a doctor appointment next week and they are hoping to have him back for active duty soon. He has been working on burglary investigations and met with Gallatin County today. Officer Lovingier is in training in Helena this week so Chief Newell is cover the night shift. Martineau says that he noticed they have had officers out on bicycles and thinks that is a good thing. Social Services Director Kathi Arnado reports that they have been working on transporting frozen foods safely. She says that volunteer participation has been good. Johnson asks about the Cadillac that is in the parking lot of the Town Hall that belonged to an individual that recently passed away. She explains that she is waiting for some paperwork from the brother of the deceased, but they are considering donating it to a family or selling it. Sabolsky says that he received a call recently from a person that would like to contribute \$50,000 to the endowment fund for the West Yellowstone Foundation to support the food bank. Arnado says that they feel if they can build that endowment fund up to \$100,000 then the food bank would be able to support itself.

- C) Sabolsky explains that at the last meeting, Mayor Johnson expressed interest in discussing storage of personal property on town property. He says that he was not concerned about motor vehicles as much as other personal property that is left for long periods of time. Sabolsky says that he just wants the Council to let them know how they want to proceed. Johnson suggested giving residents a year to remove all items and apply for encroachment permits when necessary. Forsythe says he thinks everyone is too busy in the summer and they should address it before next summer. The Council suggests getting the word out so residents know what is going to be enforced and what the deadlines will be. The group tentatively agrees to set a deadline of June 1, 2018 to address the problems.

The meeting is adjourned. (10:30 PM)

Mayor

ATTEST:

Town Clerk

WEST YELLOWSTONE TOWN COUNCIL
Work Session
July 18, 2017

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

OTHERS PRESENT: Town Manager Dan Sabolsky, Finance Director Lanie Gospodarek

The meeting is called to order by Mayor Jerry Johnson at 6:00 PM in the West Yellowstone Town Hall, 440 Yellowstone Avenue, West Yellowstone, Montana

Public Comment Period

No public comment is received.

Mayor Johnson calls the meeting to order and explains that the purpose of the meeting is to discuss special funding requests for FY 2017-2018. He explains that it was determined earlier this week that the new Healthcare Services Agreement with Community Health Partners guarantees a risk share of up to \$100,000 annually, so CHP did not actually make a request for this meeting. Marysue Costello and Katrina Wiese of the West Yellowstone Chamber of Commerce address the Council about supportive funding for the Chamber. For FY 2016-2017, the Chamber requested and received \$20,458. All of that funding was used saved \$1197.36 due to an unexpected extended maternity leave. Wiese explains that they are asking for funding for the upcoming year in the amount of \$29,000 based on substantial increase in traffic at the visitors center. They observed a 16% increase for FY 2016-2017 over FY 2015-2016. They have also decided not to request funding this year from the Marketing and Promotions (MAP) Fund as those funds should probably be saved for promotional activities. Costello and Wiese answer multiple questions about traffic at the Visitors Center and hours of operation. They explain that the month of May this year was unexpectedly busy and they struggled to keep up with lack of staffing. The Chamber is also requesting \$4000 to support the annual 4th of July fireworks show and after discussion they agree to increase it to \$5000. They have a request from the West Yellowstone Foundation for support for the community bus in the amount of \$15,000.

Sabolsky says that they have had inquiries about leasing out the new mobile stage. He says that they have a draft lease agreement and the proposed rates are \$1500 for the first night and \$750 for subsequent nights. He says that a town employee or another individual that has been trained on setup and operation would deliver the stage and supervise setup and take down. The group discusses the advantages and possible risks of leasing out the stage. Sabolsky estimates that they could rent it out five or six times a year and make a couple thousand dollars each time. The Council discusses multiple concerns about damage to the stage and the cost of employee time to move it and set it up somewhere else. The Council generally agrees that leasing it out is not in the best interest of the Town.

The meeting is adjourned. (7:00 PM)

Mayor

ATTEST:

Town Clerk

Town of West Yellowstone Business License Application

Business Name: PARK ONE RESTAURANT LLC
 Applicant: GUO HUI LU
 Contact Person: GUO HUI LU
 Mailing Address: P.O. BOX 345 WEST YELLOWSTONE, MT 59758
 Physical Address of Business: S. 105 CANYON ST WEST YELLOWSTONE, MT 59758
 Phone Number: 626-808-6306 Fax Number: _____
 Email Address: viu.yan.xin@hotmail.com Website: _____

Signature of Property Owner of Record: _____

[Signature]
 DIRECTOR GWDC

Subdivision: _____
 Block: _____ Lot: _____

Zoning District, please mark one:

- B-3 Central Business District (Old Town)
- B-4 Expanded Business District (Grizzly Park)
- E-2 Entertainment District (Grizzly Park)
- PUD Planned Unit Development (Grizzly Park)
- Residential Districts, Home Occupations Only (Mad Add)

- New Business
- Transfer of Ownership
- Change of Location
- Name Change

- Is this business licensed by the State of Montana? Yes No
- Appropriate City/County/Health Dept approvals (if applicable) Yes No (please attach)
- If this business is located in Grizzly Park, has the business been approved by the Grizzly Park Architectural Committee (GPAC)? Yes No

Fire Dept - Review

Type of Business Please explain in detail the following: number of units, seating capacity, etc. Contractors should list trailers and equipment and where these items will be stored.

This is a new restaurant. The seating capacity is 150.

Business License Fee: \$ 100.00
 Resort Tax Bond: 500.00
Beer + Wine
 Total Amount Due: \$ 150.00

[Signature]
 Signature of Applicant

[Signature]
 Signature of Applicant
7/1/2017
 Date

FOR OFFICE USE ONLY				
Date Approved by Town Council: _____				
Date _____	Check # _____	Amount \$ _____	License # _____	
SCN _____	BLP _____	STX _____	BLC _____	RDX _____

Spoke w/ Greg Forsythe of GPAC to determine that no approval was necessary on this transfer of ownership of old Grizzly Claw restaurant. Did clarify for new owners that new signage goes through landlord for approval. la.

From: liu yanxin <liuyanxin@hotmail.com>
Sent: Thursday, July 06, 2017 9:51 PM
To: lgospodarek@townofwestyellowstone.com; ljohnson@townofwestyellowstone.com
Subject: Waiver Application for Resort Tax Bond- Park One Restaurant

Dear Town of West Yellowstone Officers,

I request the Town of West Yellowstone to waive my new restaurant (Park One Restaurant, LLC)'s resort tax bond which is \$500. According to my payment history, I have a good resort tax's payment record on both my China Town Restaurant and China Fun Restaurant. I will keep this good habit to pay my new restaurant's resort tax. I appreciate the Town of West Yellowstone considerate my request.

Thank you very much!

Best regards,
Guohui Lu



Hebgen Basin Fire District

P.O. Box 1508 • West Yellowstone, Montana 59758 • Phone: (406) 646-9094 • Fax: (406) 646-9090

July 19, 2017

Jeff Schoenhard
Kelly Midwest Ventures Employee Housing
105 S Electric
West Yellowstone, MT 59758

RE: Fire Code Inspection of 19 Gibbon Avenue Property

Dear Mr. Schoenhard,

The Hebgen Basin Fire District and the Town of West Yellowstone have both adopted the International Fire Code as required by Montana Code Annotated. The inspection was conducted based on the requirements of the International Fire Code.

On July 18, 2017 Assistant Chief James Jessop and I conducted a cursory fire code inspection of the structure located at 19 Gibbon Avenue. The reason for the inspection was to establish the type of occupancy the structure was being used for and if it meets current fire code regulations. Originally the structure was built and maintained as a single family dwelling. Kelly Midwest Venture purchased the home in November of 2016 with the intent to use the structure for workforce housing in the summer season. This use is not a single family dwelling or a duplex. In consultation with the State of Montana Building Inspector, Paul Drake it is determined that this is an R3 Occupancy Boarding house less than 16. Due to the number of residents inside the structure you will be required to sprinkler the building and bring it up to the current code. The building will also require permits from the State of Montana Building codes Bureau.

During the course of our inspection that you were a part of with us, we found the following fire code and life safety issues. In the basement there were 9 beds in four different bedrooms, none of these bedrooms had egress windows or doors

leading directly to the outside of every sleeping unit. There was only 1 way in or out of the basement which was the stair case that leads you up the stairs to the landing where you access the upstairs kitchen or go outside into the attached garage. It was obvious that these basement rooms were in use and you admitted they were in use. **You can no longer occupy the basement for sleeping purposes until every sleeping room has proper egress windows or doors leading directly to the outside. If you continue use, you will be in violation of Municipal Code and can be cited.**

Upstairs there were 5 beds in 3 bedrooms which all appeared to be in use and occupied; each room had a window leading to the outside, but only one of the windows in the northwest bedroom appeared to meet all of the requirements of an egress window. The windows on the south side of the building need to be checked to make sure they are the proper height from the floor to meet the requirements for an egress window. Attached is an inspection report that outlines the issues identified.

Hebgen Basin Fire District is notifying you of the immediate need to correct these violations as identified in the following code:

107.5 Owner/occupant responsibility. Correction and abatement of violations of this code shall be the responsibility of the *owner*. If an occupant creates, or allows to be created, hazardous conditions in violation of this code, the occupant shall be held responsible for the abatement of such hazardous conditions.

Authority for this action by the Hebgen Basin Fire District is based on the following International Fire Codes:

110.1 General. If during the inspection of a premises, a building or structure or any building system, in whole or in part, constitutes a clear and inimical threat to human life, safety or health, the *fire code official* shall issue such notice or orders to remove or remedy the conditions as shall be deemed necessary in accordance with this section and shall refer the building to the building department for any repairs, *alterations*, remodeling, removing or demolition required.

109.3.1 Abatement of violation. In addition to the imposition of the penalties herein described, the *fire code official* is authorized to institute appropriate action to prevent unlawful construction or to restrain, correct or abate a violation; or to prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy of a structure on or about any premises.

Therefore, under the flowing codes, Kelly Midwest Ventures will be required to:

Immediately stop occupying the basement and bring the structure up to meet the current code required for an R3 Occupancy Boarding House less than 16.

Please notify me by mail and email your plan and timeline in correcting these issues or any questions you might have. My email is sgrube@hbrfd.com. My phone number is 646-9094 or Cell 640-0301.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shane Grube', written in a cursive style.

Shane Grube
Fire Chief

Inspection No: 20170719002

Inspection Date: 7/19/2017

Inspection Time: 0.5

Inspected By: Shane Grube, James Jessop

HEBGEN BASIN FIRE INSPECTION REPORT



Inspection and Compliance Orders

Facility:	Kelly Midwest Ventures(Kelly Inn Housing)	Address:	19 Gibbon AVE		
Phone:	(406) 640-1336	City:	West Yellowstone		
Fax:		State:	MT	Postal Code:	59758
Contact:		Work:			
Email:		Cell:			

Inspection Type:	Inspection Certificate of Occupancy
-------------------------	-------------------------------------

Violation Code	Days to Correct *	Violation/Notes		Location
903.3.1.3		Automatic sprinkler systems installed in one and two-family dwellings, Group R-3 and R-4 congregate living facilities and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D.	R-3 Occupancies with 9 or more occupants in other than dwelling units must be sprinkled to NFPA 13D standards.	
1029.2	14	Emergency escape and rescue openings shall have a minimum net clear opening of 5.7 square feet (0.53 m2). Exception: The minimum net clear opening for grade-floor emergency escape and rescue openings shall be 5 square feet (0.46 m2).		
1029.3	35	Emergency escape and rescue openings shall have the bottom of the clear opening not greater than 44 inches (1118 mm) measured from the floor.		

Inspection Notes

Does not pass fire inspection at this time.
Life Safety and egress issues must be addressed immediately.

Owner/Representative:

Inspector: 	Fire Marshal: 
--	--

A variance procedure is available. Please contact the Fire Marshals Office for further assistance with this or any other matter. (406) 646-9094

* Number of days to correct from date inspected. 30

Town of West Yellowstone
Marketing and Promotion Fund Advisory Board (MAPFAB)
Recommendation to Town Council for Award Approval

Event or Project Applicant: Diamond P Ranch/ Yellowstone Outlaw Regulators
Event or Project Name: 3rd Annual Diamond P Shootout
Date Submitted: 6.1.17
Date Approved by MAP Fund Advisory Board: 7.13.17
Requested Amount: \$5000
Approved Amount: \$5000
Exceptions: None
Comments: None

Recommendation submitted by: John M. Greve, MAPFAB Secretary

- This MAP Fund Award Recommendation is approved by the Town Council
- This MAP Fund Award Recommendation is not approved by the Town Council

_____ Date: _____

Comments:

Copy 1 – Town Clerk
Copy 2 – Town Council
Copy 3 – MAP Fund Advisory Board

Original

MARKETING AND PROMOTION (MAP) FUND APPLICATION COVER PAGE

Applicant Information

Applicant Individual or Organization:

Diamond P Ranch and Yellowstone Outlaw Regulators

Event or Project Contact Person:

Tycole "Scooter" Singbill

Address:

305 Moose Crossing Rd, Gallatin Gateway MT 59730

Phone:

406-291-3202

Fax:

Email:

nsingbill@hotmail.com

Application Submission Date:

6/1/17

Event or Project Information

Event or Project Name:

3rd Annual Diamond P Shootout

Location of Event or Project:

Diamond P Ranch arena, West Yellowstone MT

Date(s) of Event or Project:

August 3-6, 2017

Estimated Total Event or Project Cost:

\$24,859.00

MAP Fund Amount Requested:

\$5000.00

Certification

Applicant Individual or Organization: *Yellowstone Outlaw Regulators*

Event or Project Name: *Diamond P Shootout*

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

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

Signature: *Nicole J. Singsail* Name (printed):

Title: *Producer Diamond P. Shootout* Date: *6/1/17*

For Office Use Only

This application has been approved by MAPFAB Date: _____

This application has not been approved by MAPFAB Date: _____

Section 1 - Proposed Event or Project Summary

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

2017 Yellowstone Outlaw Regulators 3rd Annual Diamond P Shootout will be held August 3-6 at the Diamond P Ranch Arena 7 miles west of West Yellowstone. This event grew approximately 30% in competitors and spectators from 2015 to 2016 and entries are up nearly 30% based on numbers at this time last year. This event is becoming an anticipated yearly event by shooters. We have had competitors from 2 countries and 12 states. We strategically plan this event the weekend following the United States Western National Championships in Las Vegas each year to catch shooters traveling home or to other events in the Northwest.

We have added a 2 day Mounted Shooting Clinic with multiple World Champion mounted shooter Jim Hanson Thursday and Friday thus bringing people to town several days early. We have many reservations already from clinic attendees and people who just want to visit a couple days before the event. We keep the camping and stall fees extremely low to encourage a longer stay. We have also added a Sponsorship Appreciation Poker Walk in town Friday evening (just one of the ways we are trying to get competitors and their family's downtown and in our sponsors and supporters business during their stay). We will also be giving out many donated gift certificates to encourage dining, shopping etcetera.

This year's event will consist of the 2 day clinic on Thursday and Friday, Sponsor Appreciation Poker Walk Friday evening, 2 – 4 stage matches, one Saturday and one Sunday (a separate competition each day encourages participation for people who can only attend one day or the other), a catered dinner prepared by Garret's Good Stuff Catering Saturday evening, and awards ceremony Sunday afternoon. We are starting earlier in the mornings this year to leave plenty of time in the afternoons for people to go to town in the afternoons. We have made a conscious effort to leave gaps in the itinerary just for this.

Garret's Good Stuff will also offer concessions throughout the weekend, we have hired Garret the past 2 years as well and he also sponsors our event in the form of cash and motel room donations. We are extremely overwhelmed by the private business and community support we have received in the past 2 years and again this year, we have had 21 local businesses donate either cash, merchandise or gift certificates, many of them have supported us all 3 years. Several of our sponsors or their employees have joined us in a Friday evening Sponsor shootout. We fully intend to use these local businesses whenever possible for supplies, advertising, printing, catering, and lodging etcetera. West Yellowstone has been very good to us and we will do our very best to "give back".

Our goal is to have a shoot comparable to an event held in South Dakota each year called the Seven Downs. They have 150 competitors and host several events over the course of a 7 day week.

Section 2 Proposed Timeline

• *Provide your event or project schedule that identifies timelines for actions such as planning, construction, promotion and implementation of activities necessary for your event or project. .*

April – July:

- Fundraising and Planning
- Submitting Grant Applications
- Budgets

July:

- Schedule marketing placements
- Distribute Posters
- Place advertising

August-Sept:

- Event set up
- Event execution
- Follow up – reconcile expenses
- Create final reports

• *Provide a schedule of events/activities occurring during your event time period.*

- Please see events above in summary.

Section 3. Proposed Budget

Please see preliminary event budget attached.

Section 4. Publicity, Promotion, Marketing

MAP funds will be used for advertising and printing of marketing materials. Please see detailed breakout attached.

Section 5 Application Review Criteria

Benefits: Our event reaches to the roots of Montana and the West, bringing the ideal of the “Old West” and cowboys to life. The event is open to the public and locals and visitors are encouraged to spectate, even participate if they have horses. The competition is open to all levels. The poker walk and open itinerary encourages competitors to go into town to shop, eat and take in the sites.

We will measure the success of the event by increased admissions of spectators and increased registrations for the competition. Last year we had many local businesses participate in our wooden nickel program. This year, we hope to have more participate with the Poker Walk and sponsorships. We hope to increase resort tax collections for the Town as well. With increased marketing, we will monitor the engagement on social media and online ads from new markets.

The Shootout did received MAP funds in 2016 for the amount of \$2200. All expenses have been paid and the final report is on file.

Can your event or project proceed without MAP funds? Yes, but our marketing will be cut.

If your event or project is approved for funding, how will you acknowledge the receipt of MAP funds as a funding source?

The MAP logo and wording West Yellowstone, Montana will be used on all marketing materials.

Section 6. Application Supporting Documentation

• *Provide any supporting documents, plans, pictures etc. that might be helpful to MAPFAB in reviewing and understanding your event or project.*

Please see attached photos and publicity from past events, as well as details listed online for competitors.

• *If this is a reoccurring event or project that received MAP funding last year, then please provide a copy of last year's Outcome Report.*

2016 report is on file.

DIAMOND P SHOOTOUT

WEST YELLOWSTONE MONTANA

AUGUST 5 & 6

#1. Rex Portman of the Diamond P Ranch is pleased to bring you the 3rd Annual Diamond P Shootout in beautiful West Yellowstone Montana an incredible destination! Get there early and take a breathtaking trail ride over the Continental Divide (top of the world) on your horse or one of the Diamond P's. Enjoy world class fishing or head to town (7 miles) for shopping, dining, entertainment, etc. If you have never been to this beautiful part of the world you won't want to miss out. See the Diamond P website for more details thediamondpranch.com. There will also be a car show and Mountain Man Rendezvous in town that weekend, plenty to see and do.

#2. 4 stage DWPQ each day, 50% Payback, paying 1 in 4, Men's, Ladies Reserve and Overalls. Buckle options for overalls and classes available, all winners receive a Diamond P Jacket. Saturday 9:00 Rider's Meeting, 9:30 Grand Entry, Main Match and Eliminator to follow, last stage of MM to be Elim. Qualifier. Eliminator format A = 1 & 2's, AA = 3 & 4's, AAA = 5 & 6's no gender split. Sunday 8:30 Cowboy Church, 10:00 4 stage DWPQ match, Rifle/Shotgun to follow, paying 1 in 4, gender split and points if 5. All clean shooters get a check in Clean Shooter Jackpot.

Time onlys \$10 (no T/O on last stage each day) \$50/6.

Online entries open Monday April 17 and close Tuesday August 1st. First 20 paid entries will be entered in drawings to win a free MM entry, Diamond P Continental Divide Trail Ride for 2 or free spot in the Jim Hanson Clinic. Entries after close of online incur a \$25.00 late fee. Any fees not paid by 8:00 a.m. Saturday August 5th will incur a \$25.00 late fee.

Concessions provided daily by Garret's Good Stuff Catering and he will serve a fabulous Dutch Oven Dinner Saturday evening, details and dinner RSVP below.

Jim Hanson Horsemanship/Mounted Shooting Clinic Thursday and Friday. All participants receive a chance to win a Main Match Entry, more details and sign up below. Friday evening Sponsor Appreciation Poker Walk downtown, Quick Draw competitions and a group of old west historians will set up an old west town, perform skits and give fun history lessons throughout the weekend. All this or sit under your awning, relax and enjoy the stunning scenery 😊

Limited electric hookups \$25/night, limited pens \$10/night/horse. Sign up early to reserve yours. Plenty of room to camp and set up portable pens (belly deep grass). Onetime camping/portable pen fee \$15.00 (whether you stay one night or a week).

For exciting updates on added money and new happenings at this awesome event please check out the event page coming soon to Facebook!! You can also find The Diamond P Ranch on Facebook or the website above. For more info call Scooter # 406-291-3202.

Official Event Document placed on CMSA
(Cowboy Mounted Shooting Assoc.) website and
Yellowstone Outlaw Regulators Facebook Page.
#1. Intro/invite
#2. Itinerary Event info

2017 PRELIMINARY DIAMOND P SHOOTOUT BUDGET

INCOME

ENTREES	13,450
ADMISSIONS	600
SPONSORSHIPS	5000
STALLS	800
HOOKUPS	300
MAP GRANT	5000
TOTAL INCOME	25,150

EXPENSES

MATCH EXPENSES	
ARENA FEES	515
AMMO	2366
BALLOONS	278
CMSA POINTS FEES	1400
BALLOON SETTERS	715
ANNOUNCER	1200
RANGE MASTER	250
SCORE KEEPER	250
EQUIPMENT RENTAL	210
WATER FOR COMPETITORS	150
SUB TOTAL	7334
PRIZES	
PAYOUTS = %50 ENTRY FEES	6725
PAYOUTS FROM SPONSORSHIPS	4050
SUB TOTAL	10775
MISC.	
ARENA PREP/MAINT.	50
OFFICE SUPPLIES	200
PRODUCTION ASSISTANT FEES	950
15% TRADE, %20 CASH	
MARKETING/ADVERTISING	5000
ELECTRICITY	150
PORTA POTTYS	400
SUB TOTAL	6750
TOTAL EXPENSES	24,859

Mounted Shooting Marketing Expenses:

KWYS Radio	\$500.00	(matching sponsor)
XL Country Radio	\$550.00	(matching sponsor)
Printing - Posters/ Banners/Flags	\$1,000.00	
Belgrade News	\$150.00	
Madisonian	\$150.00	
West Yellowstone News	\$150.00	
Island Park News	\$100.00	
Mini Nickel	\$150.00	
ID Falls Farm & Ranch - print & online	\$400.00	
Bozeman Chronicle Online	\$500.00	
Lee Enterprises Group Online Buy	\$500.00	
Thrifty Nickel Idaho	\$300.00	
Thrifty Nickel N Utah	\$300.00	
Creative	\$250.00	
	\$5,000.00	



BC, Alberta, Wyoming, Wisconsin, AZ, Washington, Kentucky
and Idaho 2015 winners



2016 winners
Canada, Washington, Idaho, Wisconsin, Montana
and Wyoming.

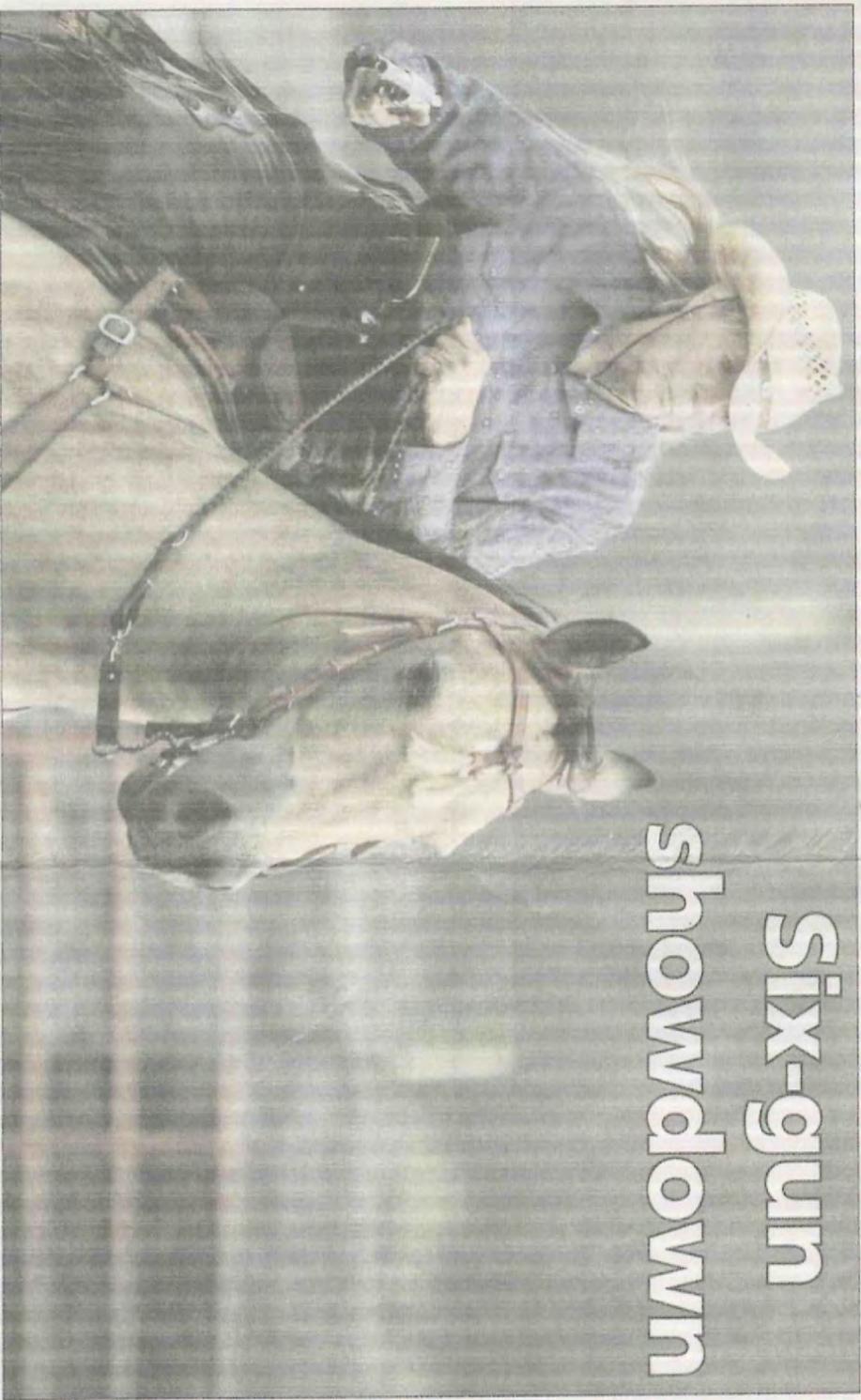
PRSTD STD
U.S. Postage PAID
West Yellowstone, MT
Permit No. 10
www.westyellowstonenews.com

WEST YELLOWSTONE
NEWS
FREE

August 7, 2015

Volume 30, No. 32

West Yellowstone, Montana



Six-gun showdown

Mike Moore/WVNews
After rounding the barrel, Cynthia Smith lines up her next shot while competing at the Yellowstone Shootout at The Diamond P Ranch Wednesday morning.

Yellowstone Shootout brings mounted gunslingers to town

By MIKE MOORE
West Yellowstone News
A foggy haze lingered at
up on their horses for two days of
mounted shooting competitions
on both Wednesday and Thursday.
a western experience out to the
ranch," he said. "Cowboy mounted
shooting is one of the fastest grow-
competition.
"Our goal is to make this a
regional spot," Portmann said. "We

Town of West Yellowstone MAP Fund Advisory Board

2016 - 2017 Fiscal Year End Advisory Report

Submitted 7/13/17

1. Revised both the MAP Fund Policies and Procedures and Application documents.
2. Assured that completed events submitted Outcome Reports.
3. With the assistance of the town's Finance Dept., maintained a Budget of Committed Funds to monitor committed and available funds and funds not used by completed events.
4. Returned the initial 2007 MAP Fund investment of \$25,000 to the Town
5. **Total amount of resort taxes contributed to the Fund this year: \$100,389**
6. Approved funds for the following 9 events July 2016 - June 2017

- 07/16	Yellowstone Rod Run	\$ 2,000
- 07/16	Cowboy Mounted Shoot	\$ 2,200
- 10/16	Kids 'N' Snow	\$ 5,000
- 01/17	Snow Shoot 2018	\$ 7,500
- 01/17	Snowmobile and Power Sports Expo	\$16,000
- 05/17	Music in the Park	\$15,500
- 06/17	Old Faithful Cycle Tour 20 th Anniversary	\$13,000
- 06/17	WYSEF Ski Competition Bibs	\$ 5,000
- 06/17	Yellowstone Ski Festival	<u>\$16,400</u>
Total		\$82,600

\$82,600 in Funds were awarded to 9 events this year. This was the same number of events as last fiscal year, but \$1000 less or a 1.2% decrease from last year.

The MAP Fund Advisory Board (MAPFAB) received Outcome Reports from all the completed events and projects awarded funds in 2016-2017. Based upon each events' or projects' measurable criteria for success, the Board concluded that they were successful.

The 2016-2017 fiscal year was the 10th year of the Fund. In the 10 years, the Fund has awarded approximately \$723,375 to events and projects.

Four goals for the new fiscal year:

- 1) Establish 2017-2018 Budget
- 2) Market the Fund; Identify methods by which to attract new events/projects for funding
- 3) Award funds equal to the amount remitted to the Fund
- 4) Revise Policies and Procedures, Application and other Fund documents as necessary

Submitted by John Greve, MAPFAB Secretary on behalf of the Board:

Jerry Johnson- Chairperson, Marysue Costello, Barbara Klesel, Gloria Evans, Kay Mathews, Kim Howell

RESOLUTION NO. 702

AN RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WEST YELLOWSTONE, MONTANA ESTABLISHING A CITY COURT OF RECORD

WHEREAS, Section §3-11-101(2) MCA, provides that a City (Town) may establish a City Court of Record by a resolution of the city commissioners (Town Council); and

WHEREAS; The Fiscal year 2017-18 Budget for the Town of West Yellowstone included line item expenses for the acquisition of the necessary electronic recording devices to create a Court of Record for the Town of West Yellowstone; and

WHEREAS, The Town Council is aware of the benefits as well as costs associated with the creation of a City Court of Record; and

WHEREAS, the Town of West Yellowstone Town Council has determined that this change would be in the best interest of the Town of West Yellowstone:

NOW THEREFORE, BE IT RESOLVED, by the Town Council of the Town of West Yellowstone, that upon the passage of this resolution, and in accordance with the provisions of 3-11-101(2) MCA, that the Town of West Yellowstone City Court shall be established as a Court of Record.

BE IT FURTHER RESOLVED that the City Court of the Town of West Yellowstone shall begin operation as a Court of Record upon the installation of the appropriate equipment.

DATED this _____ day of _____, 2017.

Mayor

Council Member

Council Member

Council Member

Council Member

ATTEST:

Town Clerk