

Town of West Yellowstone

Tuesday, April 3, 2018

West Yellowstone Town Hall, 440 Yellowstone Avenue

TOWN COUNCIL WORK SESSION

5:30 PM

Siegel Learning Center Lease with Little Rangers Learning Center

Discussion ∞

TOWN COUNCIL MEETING

6:00 PM

Legal Services Presentations

- Griffith & Cummings
- Gray Law Office

Pledge of Allegiance

Purchase Orders

Treasurer's Report & Securities Report

Claims ∞

Business License Applications ∞

Advisory Board Report(s)

Town Manager & Department Head Reports

Comment Period

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

NEW BUSINESS

Ordinance No. 266, 2nd Reading, Regulations in the Madison Addition

Discussion/Action ∞

Bid Award Recommendations

Discussion/Action ∞

- Water Production Well Drilling Project
- Water System Improvements Project

Siegel Learning Center Lease with Little Rangers Learning Center

Discussion/Action ∞

Planning Board Restructure

Discussion ∞

Big Sky Angler's project

Discussion/Action ∞

Correspondence/FYI/Meeting Reminders ∞



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.

03/30/18
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TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 4/18

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Report ID: AP100

* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj		Account	
44290	2845 Kastig, Kauffman & Mersen, PC	9,317.49							
04/05/18	legal services	8,940.00		LEGAL	1000 411100	352		101000	
04/05/18	postage/copies	63.53		LEGAL	1000 411100	870		101000	
04/05/18	phone/fax	0.06		LEGAL	1000 411100	345		101000	
04/05/18	travel	313.90		LEGAL	1000 411100	373		101000	
44297	2852 Blackfoot Communications	1,978.40							
04/15/18	602-4908, povah center	0.00*		POVAH	1000 411255	345		101000	
04/15/18	646-5106, fax soc svc	40.53		SOCSSRV	1000 450135	345		101000	
04/15/18	646-5119, police station	40.53*		POLICE	1000 420160	345		101000	
04/15/18	646-5141, sewer plant alarm	40.53*		SEWER	5310 430600	345		101000	
04/15/18	646-5185, town hall alarm	40.53*		TWNHAL	1000 411250	345		101000	
04/15/18	646-7311, social services	82.06		SOCSSRV	1000 450135	345		101000	
04/15/18	646-7481, povah elevator	41.67*		POVAH	1000 411255	345		101000	
04/15/18	646-7511, town hall fax	40.53*		TWNHAL	1000 411250	345		101000	
04/15/18	646-7609, public works	31.93*		SEWER	5310 430600	345		101000	
04/15/18	646-7650, police station fax	40.53*		POLICE	1000 420160	345		101000	
04/15/18	646-7715, povah center	31.85*		POVAH	1000 411255	345		101000	
04/15/18	646-7795, town hall	225.98*		TWNHAL	1000 411250	345		101000	
04/15/18	646-7845, court clerk	7.35		COURT	1000 410360	345		101000	
04/15/18	646-9017, library	41.85*		LIBRAR	2220 460100	345		101000	
04/15/18	646-9027, sewer plant alarm	40.53*		SEWER	5310 430600	345		101000	
04/15/18	ethernet, library	300.00*		LIBRAR	2220 460100	345		101000	
04/15/18	ethernet, povah center	310.00*		POVAH	1000 411255	345		101000	
04/15/18	ethernet, police station	350.00*		POLICE	1000 420160	345		101000	
04/15/18	ethernet, town hall	272.00*		TWNHAL	1000 411250	345		101000	
44298	2813 Century Link	1,531.52							
04/19/18	DSL Pub Serv Office 646-7949	0.00		BLDINS	1000 430200	345		101000	
04/19/18	Police 646-7600	334.51*		POLICE	1000 420160	345		101000	
04/19/18	E911 Viper 646-5170	98.74		E911	2850 420750	345		101000	
04/19/18	E911 255-9710	999.32		E911	2850 420750	345		101000	
04/19/18	E911 255-9712	25.29		E911	2850 420750	345		101000	
04/19/18	Alarm Lines, 646-5185	73.66*		TWNHAL	1000 411250	345		101000	
44300	1514 Verizon Wireless	1,298.49							
	18 Smartphones								
	1 regular phones								
	5 laptops								
04/20/18	640-0108, Police	59.45		POLICE	1000 420100	345		101000	
04/20/18	640-0121 Laptop	40.01		STREET	1000 420100	345		101000	
04/20/18	640-0141 Street SP	59.45		STREET	1000 430200	345		101000	
04/20/18	640-0159 Street SP	59.45		STREET	1000 430200	345		101000	
04/20/18	640-1103, Operator SP	59.45		STREET	1000 430200	345		101000	

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	04/20/18	640-1438,	SS Director	28.27		SOCSE	1000 450135	345	101000
	04/20/18	640-1460,	Library Dir, SP	59.45*		LIBRAR	2220 460100	345	101000
	04/20/18	640-1461,	Street, SP	59.45		WATER	5210 430500	345	101000
	04/20/18	640-1462,	Operator, SP	59.45		WATER	5210 430500	345	101000
	04/20/18	640-1463,	Deputy PSS, SP	59.45*		SEWER	5310 430600	345	101000
	04/20/18	640-1472,	Ops Mgr, SP	59.45		ADMIN	1000 410210	345	101000
	04/20/18	640-1676,	Rec Coord, SP	59.45		REC	1000 460440	345	101000
	04/20/18	640-1754,	COP, SP	59.45		POLICE	1000 420100	345	101000
	04/20/18	640-1755,	Police	59.45		POLICE	1000 420100	345	101000
	04/20/18	640-1756,	Police	59.45		POLICE	1000 420100	345	101000
	04/20/18	640-1757,	Police	59.46		POLICE	1000 420100	345	101000
	04/20/18	640-1758,	Police, SP	59.46		POLICE	1000 420100	345	101000
	04/20/18	640-1759,	Police	59.46		POLICE	1000 420100	345	101000
	04/20/18	640-7547,	Street SP	59.46		PARKS	1000 460430	345	101000
	04/20/18	640-9074,	PSS, SP	59.46*		SEWER	5310 430600	345	101000
	04/20/18	683	laptop	40.01		POLICE	1000 420100	345	101000
	04/20/18	COP	laptop	40.03		POLICE	1000 420100	345	101000
	04/20/18	686	laptop	40.01		POLICE	1000 420100	345	101000
	04/20/18	681	laptop	40.01		POLICE	1000 420100	345	101000
44301		2789	WEX Bank	7,974.61					
	04/01/18	07	Ford Expedition 6-54563A	33.48		SS	1000 450135	231	101000
	04/01/18	06	Dodge Durango 6-1374	100.33		PUBSER	1000 430200	231	101000
	04/01/18	17	Dodge Ram #1	212.76		POLICE	1000 420100	231	101000
	04/01/18	17	Dodge Ram #2	218.24		POLICE	1000 420100	231	101000
	04/01/18	10	Ford Expedition 6-000046	155.93		POLICE	1000 420100	231	101000
	04/01/18	11	Ford Expedition 6-21425A	335.21		POLICE	1000 420100	231	101000
	04/01/18	10	JD Backhoe	0.00		STREET	1000 430200	231	101000
	04/01/18	77	Int'l Dumptruck	0.00		STREET	1000 430200	231	101000
	04/01/18		Snow Blower	352.23		STREET	1000 430200	231	101000
	04/01/18		YNP #1	397.41		STREET	1000 430200	231	101000
	04/01/18		140 G Grader	371.73		STREET	1000 430200	231	101000
	04/01/18		CAT 936 Loader	551.69		STREET	1000 430200	231	101000
	04/01/18		91 Ford 6-582	36.92		STREET	1000 430200	231	101000
	04/01/18		15 Sweeper	0.00		STREET	1000 430200	231	101000
	04/01/18		97 Athey Sweeper	0.00		STREET	1000 430200	231	101000
	04/01/18		14 Water Truck	0.00		STREET	1000 430200	231	101000
	04/01/18		00 Freightliner Dump 6-60700A	310.59		STREET	1000 430200	231	101000
	04/01/18		2010 JD 772 Grader	1,431.63		POLICE	1000 420100	231	101000
	04/01/18		02 Freightliner Dump 6-54564A	455.14		STREET	1000 430200	231	101000
	04/01/18		08 Ford Pickup 6-1450	92.47		STREET	1000 430200	231	101000
	04/01/18		08 GMC Pickup 6-1484	107.48		STREET	1000 430200	231	101000
	04/01/18		08 CAT 938H Loader	1,396.54		STREET	1000 430200	231	101000
	04/01/18		08 904B MiniLoader	116.93		STREET	1000 430200	231	101000
	04/01/18		93 Dodge 6-2010	0.00		STREET	1000 430200	231	101000

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	04/01/18	YNP Truck #2		477.22		STREET	1000 430200	231	101000
	04/01/18	08 Ford Escape (multi-use)		35.50		DISPAT	1000 420160	370	101000
	04/01/18	14 Police Interceptor		206.20		POLICE	1000 420100	231	101000
	04/01/18	15 Ford F-250		137.56		STREET	1000 430200	231	101000
	04/01/18	18 Dodge Ram-PW		441.42		STREET	1000 430200	231	101000
44302		2854 Kenco Security and Technology		82.50					
	1460491	04/01/18 Alarm Monitoring		82.50		TWNHAL	1000 411250	357	101000
44303		2923 Yellowstone County Justice Court		590.00					
	03/20/18	warrant passthru Tyler Bygren		590.00		COURT	7469 213000		101000
44304		2751 Gallatin County Justice Court		585.00					
	03/21/18	bond pass thru Richard Ludaway		585.00		COURT	7469 213000		101000
44305		3113 Craig Alan Carsten		250.00					
	03/20/18	exon.bond tk-110-2017-650		250.00		COURT	7469 212401		101000
44306		3114 Linda McNamara		543.77					
	McNamara	03/20/18 exon. bond tk-110-2017-587		543.77		COURT	7469 212401		101000
44307		29 Terrell's Office Machines Inc		14.00					
	INV352447	03/20/18 waste toner box		14.00		LIBRAR	2220 460100	220	101000
44308		2264 MORNING GLORY COFFEE & TEA		33.75					
	837702	03/22/18 coffee for dispatch		33.75		DISPAT	1000 420160	220	101000
44309		1273 Montana Security and		61.50					
	54840	04/01/18 Quarterly Monitoring, UPDL		61.50		UPDL	1000 411250	357	101000
44310		2822 ClearBlu Cleaning Services		217.00					
	1	03/23/18 town hall cleaning		217.00		TWNHAL	1000 460430	398	101000
44311		1622 CNA Surety		1,000.00					
	05/18/18	bond #69515109		1,000.00		FINADM	1000 410510	520	101000
44312		2306 Brandy Holland		11.80					
	03/25/18	shipping reimbursement		11.80		RECPRO	1000 460440	311	101000
44313		1864 Loomis Family Limited		61.21					
	1012785	03/22/18 ComHelp fuel		25.00		SOCSRV	7010 450135	231	101000
	1012646	03/19/18 ComHelp fuel		25.00		SOCSRV	7010 450135	231	101000
	1012499	03/16/18 ComHelp fuel		13.45		SOCSRV	7010 450135	231	101000
		03/23/18 early pay discount		-2.24		SOCSRV	7010 450135	231	101000

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44315	951 Barnes & Noble	386.82					
	3630871 03/15/18 library books	263.81		LIBRAR	2220 460100	215	101000
	3630983 03/15/18 library books	123.01		LIBRAR	2220 460100	215	101000
44316	2736 Outside	36.00					
	04/12/18 2 year renewal 3/18-2/20	36.00		LIBRAR	2220 460100	215	101000
44317	1140 Sagebrush Floral	19.50					
	779568 03/26/18 Easter Lily	19.50		LIBRAR	2220 460100	220	101000
44318	73 Westmart Building Center	963.51					
	03/27/18 Street Supplies	36.10		STREET	1000 430200	220	101000
	03/27/18 Police Supplies	5.22		POLICE	1000 420100	220	101000
	03/27/18 Town Hall	210.17		TWNHAL	1000 411250	366	101000
	03/27/18 Povah	18.53		POVAH	1000 411255	220	101000
	03/27/18 Parks Grounds	106.37*		PARKS	1000 460430	365	101000
	03/27/18 UPDL Remodel	587.12		UPDL	4000 460460	920	101000
44319	146 Morrison-Maierle, Inc	862.50					
	30010 03/20/18 IT Work, new computer setup	862.50		FINADM	1000 410510	356	101000
44320	65 Machinery Power & Equipment Co	2,830.12					
	BLW0018215 03/15/18 heater motor repair	2,830.12		STREET	1000 430200	361	101000
44321	2455 Tri State Excavating, LLC	4,143.75					
	6166 03/01/18 snow haul 2/18-2/28	4,143.75*		STREE	1000 430200	398	101000
44322	547 WY Chamber of Commerce	18,829.78					
	GRANTXPO 1 03/27/18 Expo MAP balance payment	5,915.07		MAP	2101 410130	398	101000
	MAP 18-01 03/29/18 Snow Shoot MAP payment	12,914.71		MAP	2101 410130	398	101000
44323	2993 Land Solutions, LLC	8,910.56					
	03/29/18 Development Review	2,366.19		PLAN	1000 411000	357	101000
	03/29/18 Zoning Update	6,128.12		ZONING	1000 411000	357	101000
	03/29/18 Subdivision Reg Update	416.25		SUBDIV	1000 411000	357	101000
44324	1454 Bozeman Chronicle/Big Sky	84.00					
	1098410 03/16/18 invite to bid well project ad	84.00		WATER	5210 430500	327	101000

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44326		171 Montana Food Bank Network		588.56					
	AOR-12333-	03/29/18 food bank -- food		588.56		SOCSRV	7010 450135	220	101000
		# of Claims	28	Total:	63,206.14				

ORDINANCE 266

Whereas, tourist rentals, workforce housing, and persons living in recreational vehicles in residential neighborhoods bring transients, traffic, create potential safety issues and could negatively impact surrounding property values in the Madison Addition; and

Whereas, short-term tourist rentals are occurring in West Yellowstone as the result of internet-based brokerages or other agencies listing available dwellings and facilitating rental reservations; and

Whereas, these arrangements are typically not rentals or leases that convey a real property interest and the exclusive right to possession but instead are permission to use a home (or a portion of it) for a short time, without the exclusive right to possession for a minimum of thirty (30) days occupancy, which makes them in essence a transient occupancy hotel or motel booking; and

Whereas, the demand for short-term tourist rental units has resulted in long-term rental units being withdrawn from the market; and

Whereas, long-term single-family residential units are being converted to workforce housing units; and

Whereas, unregulated use of tourist rentals creates unauthorized use of Town facilities, creates risk to the nearby residents by not knowing who is staying in the neighborhood; and

Whereas, such unregulated use further creates risk to the users of such rentals as the Town has received complaints from several users that the rental they secured was not as promised; and

Whereas, the Town Council of the Town of West Yellowstone finds it is necessary for the health, safety and welfare of the citizens of the Town of West Yellowstone that the Town should regulate tourist rentals, workforce housing, and living in recreational vehicles within the residential neighborhood known as the Madison Addition, and

~~Whereas this Ordinance will provide the necessary regulations and restrictions until the Town completes the revision of its Zoning Order.~~

SECTION 1:

PURPOSE: This Section regulates tourist homes, living in recreational vehicles, and workforce housing within the Madison Addition to minimize the potential negative impacts on this residential neighborhood.

SECTION 2:

DEFINITIONS:

Apartment: a habitable room or suite of two or more habitable rooms meeting the requirements

of the International Building Code, located in an apartment building or used for residential purposes in non-residential buildings located within non-residential districts. Efficiency units shall qualify as an apartment under this definition.

Bed and Breakfast: means a private, owner or manager occupied residence that is used as a private residence but in which: 1) breakfast is served and is included in the charge for a guest room; and 2) the number of daily guests served does not exceed 18. [Section MCA 50-51-102 \(1\), MCA.](#)

Guest House: An attached or detached accessory building used to house guests of the occupants of the principal building, and which is never rented or offered for rent. Any guest house containing separate cooking facilities shall be considered a separate dwelling unit.

Hotel/Motel: includes 1) a building or structure kept, used, maintained as, advertised as, or held out to the public to be a hotel, motel, inn, motor court, tourist court, or public lodging house; and 2) a place where sleeping accommodations are furnished for a fee to transient guests, with or without meals. [MCA Section 50-51-102 \(6\) MCA, WYMC 5.16.030, WYMC 17.04.450, -](#)

Household: a person living alone, or any of the following groups living together as a single non-profit housekeeping unit and sharing common living, sleeping, cooking, and eating facilities: 1) any number of people related by blood, marriage, adoption, guardianship or other duly-authorized custodial relationship; 2) not more than four unrelated people; or 3) two unrelated people and any children related to either of them; 4) Household does not include: a) any society, club, fraternity, sorority, association, lodge, combine, federation, coterie, cooperative housing or like organization; b) any group of individuals whose association is temporary or seasonal in nature; or any group of individuals who are in a group living arrangement as a result of criminal offenses. [WYMC 17.04.150](#)

Municipal Infraction - Civil Offense: a municipal infraction is a civil offense punishable by a civil penalty of not more than \$300 for each violation or if the infraction is a repeat offense, a civil penalty not to exceed \$500 for each repeat violation. [MCA Section 7-1-4150, MCA.](#)

Person: means one individual.

Recreational Vehicle: a vehicular-type portable structure without permanent foundation, which is built on a single chassis; which is designed to be self-propelled or permanently towable by another motor vehicle; primarily designed as temporary living accommodations for recreational, camping, and travel use including, but not limited to, boats, travel trailers, truck campers, camping trailers and self-propelled motor homes.

Rooming-house or boardinghouse: means buildings in which separate sleeping rooms are rented that provide sleeping accommodations for three or more persons on a weekly, semimonthly, monthly, or permanent basis, whether or not meals or central kitchens are provided but without separated cooking facilities or kitchens within each room, and whose occupants do not need professional nursing or personal-care services provided by the facility. [WYMC 17.04.450.](#)

Tourist Home: means a private home or condominium that is not occupied by an owner or manager and that is rented, leased, or furnished in its entirety to transient guests on a daily or weekly basis. Section MCA-50-51-102 (12), MCA. Also, for Town proposes, known as a short-term, vacation, or nightly rentals.

“Transient guest” means a guest for only a brief stay, such as the traveling public. MCA-Section 50-51-102 (13), MCA. Any stay under thirty (30) days shall be considered a transient guest.

“Workforce housing” means affordable housing for households with earned income that is insufficient to secure quality housing in reasonable proximity to the workplace.

SECTION 3:

MADISON ADDITION AREA:

~~These regulations is to prohibit will focus on~~ Tourist Home rentals, workforce housing, and living in recreational vehicles ONLY within the residential neighborhood known as the Madison Addition. See attached map.

SECTION 4:

TOURIST HOME RENTALS:

Tourist ~~h~~Home rentals (~~also known as short term, nightly, or vacation rentals~~) are strictly prohibited within the area defined as the Madison Addition. The Town will periodically monitor various websites and other media that specialize in these types of rental properties. Any property owner or their authorized agent advertising properties for tourist home rentals, within the Madison Addition, on these sites is in violation of this Ordinance.

SECTION 5:

LONG TERM RENTAL OR WORKFORCE HOUSING:

~~Workforce~~ Long term rental housing is only permitted in the Madison Addition if there are not more than 4 unrelated adults in any one household. See it conforms to the definition of household listed above in Section 2. Any household used for rental housing must comply with the , under the following conditions:

- 1) The dwelling unit must contain at least ~~two~~one bedrooms and one bathroom.
- 2) It must meet all Health and Fire Department regulations.
- 3) Must meet the Town’s parking regulations.
- 4) The Owner of the residence shall apply to the Town for a permit to allow the residence to be used as workforce housing. The fee for the permit shall be set by resolution and the permit must be renewed annually. Any permits for workforce housing granted by the Town may be revoked upon notice to the Owner of written complaints being filed regarding the residence.

5) If such a complaint is received, the Town Manager will investigate the complaint and report its findings to the Town Council. The Town Council shall set the matter for a hearing, if one is requested by the property owner. The Town Council shall hear evidence and make a decision on whether the complaint is accurate and of sufficient grounds to revoke the permit.

SECTION 6:

RECREATIONAL VEHICLES:

Living in ~~R~~recreational ~~V~~ehicles is strictly prohibited in the Madison Addition. Sewer connections to Recreational Vehicles are prohibited. Water connections are allowed to refill freshwater tanks and then must be disconnected. Electricity can be connected to maintain batteries, provide for refrigeration during loading while preparing for departure, or unloading upon return, and heat only during below freezing temperatures not to exceed five days in any fourteen (14) consecutive day period.

During the construction of a primary residence in the Madison Addition, living temporarily in a Recreational Vehicle may be permitted if approval is granted by both the Town Council and the Madison Addition Homeowners' Association. Approval of Council may be revoked for violation of any federal, state, and local regulations and may not exceed seven (7) months in length. This approval shall only be granted once per homeowner or parcel.

SECTION 7:

RESIDENTIAL USES:

Only single-family residential dwellings are permitted in the Madison Addition except in R-3 and R4 Zoning Districts. Prohibited uses in Madison Addition's R-1 and R-2 Districts include rooming or boarding houses, apartments, duplexes, bed and breakfasts, guest houses, and ~~T~~tourist ~~h~~Homes, ~~and other like uses are strictly prohibited.~~

In R-3 Districts, besides single-family dwellings up to , two-four family residential dwelling units are also permitted. ~~Besides the u~~Uses in R-3, R-4 include allows efficiency units and apartments. Uses including rooming or boarding houses, bed and breakfasts, guest houses, ~~T~~tourist ~~h~~Homes, and other like uses are strictly prohibited in the Madison Addition R-3 and R-4 Zoning Districts.

SECTION 8:

VIOLATION & PENALTY:

Any violation(s) of this Ordinance will be considered a municipal infraction by the Town of West Yellowstone, in accordance with Section 1.12.020 WYMC.

PASSED BY the Town Council and approved by the Mayor of the Town of West Yellowstone, Montana, this ____ day of _____, 2018.

Brad Schmier, Mayor/Councilman

Greg Forsythe, Deputy Mayor/Councilman

Pierre Martineau, Councilman

Jerry Johnson, Councilman

Chris Burke, Councilman

ATTEST:

Elizabeth Roos
Town Clerk



ENGINEERING • PLANNING • MANAGEMENT

Bid Results - West Yellowstone Production Well Drilling 2018
26 March 2018

Production Well Drilling

NO.	ITEM	UNIT	QUANTITY	ENGINEER ESTIMATE		O'KEEFE DRILLING		BRIDGER DRILLING		POTTS DRILLING	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization	LS	1	\$15,000.00	\$15,000.00	\$14,000.00	\$14,000.00	\$34,000.00	\$34,000.00	\$21,525.00	\$21,525.00
2	20" Well Drilling	LF	217	\$235.00	\$50,995.00	\$230.00	\$49,910.00	\$200.00	\$43,400.00	\$324.25	\$70,362.25
3	Temporary Well Casing	LF	70	\$150.00	\$10,500.00	\$95.00	\$6,650.00	\$85.00	\$5,950.00	\$193.75	\$13,562.50
3	Well Screen	LS	1	\$20,000.00	\$20,000.00	\$15,200.00	\$15,200.00	\$13,975.00	\$13,975.00	\$17,250.00	\$17,250.00
4	14" Well Casing	LF	158	\$90.00	\$14,220.00	\$99.00	\$15,642.00	\$65.00	\$10,270.00	\$117.25	\$18,525.50
4	Sand Filter Pack	LS	1	\$8,000.00	\$8,000.00	\$6,200.00	\$6,200.00	\$7,500.00	\$7,500.00	\$7,750.00	\$7,750.00
5	Cement Grout	LS	1	\$8,000.00	\$8,000.00	\$4,300.00	\$4,300.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00
6	Well Development	LS	1	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00
7	Well Testing	LS	1	\$17,000.00	\$17,000.00	\$32,500.00	\$32,500.00	\$43,000.00	\$43,000.00	\$19,750.00	\$19,750.00
TOTAL					\$146,715.00		\$146,402.00		\$173,095.00		\$177,725.25

Production Well Drilling

NO.	ITEM	UNIT	QUANTITY	ENGINEER ESTIMATE		EXCEL DRILLING	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization	LS	1	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00
2	20" Well Drilling	LF	217	\$235.00	\$50,995.00	\$325.00	\$70,525.00
3	Temporary Well Casing	LF	70	\$150.00	\$10,500.00	\$85.00	\$5,950.00
3	Well Screen	LS	1	\$20,000.00	\$20,000.00	\$24,500.00	\$24,500.00
4	14" Well Casing	LF	158	\$90.00	\$14,220.00	\$65.00	\$10,270.00
4	Sand Filter Pack	LS	1	\$8,000.00	\$8,000.00	\$9,700.00	\$9,700.00
5	Cement Grout	LS	1	\$8,000.00	\$8,000.00	\$14,700.00	\$14,700.00
6	Well Development	LS	1	\$3,000.00	\$3,000.00	\$1,600.00	\$1,600.00
7	Well Testing	LS	1	\$17,000.00	\$17,000.00	\$59,650.00	\$59,650.00
TOTAL					\$146,715.00		\$201,895.00



ENGINEERING • PLANNING • MANAGEMENT

**Town of West Yellowstone - Water System Improvements 2018
Bid Results - March 23, 2018**

Water System Improvements

NO.	ITEM	UNIT	QUANTITY	ENGINEERS ESTIMATE		MONTANA UNDERGROUND		MOUNTAIN VALLEY CONSTR		SIME CONSTRUCTION	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	6" DI Waterline	LF	40	\$40.00	\$1,600.00	\$325.00	\$13,000.00	\$240.00	\$9,600.00	\$75.00	\$3,000.00
2	10" DI Waterline	LF	160	\$50.00	\$8,000.00	\$84.00	\$13,440.00	\$68.00	\$10,880.00	\$72.50	\$11,600.00
3	12" DI Waterline	LF	1450	\$60.00	\$87,000.00	\$53.00	\$76,850.00	\$75.00	\$108,750.00	\$90.00	\$130,500.00
4	10" Gate Valve	EA	1	\$2,000.00	\$2,000.00	\$6,225.00	\$6,225.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00
5	12" Gate Valve	EA	4	\$2,500.00	\$10,000.00	\$4,000.00	\$16,000.00	\$3,600.00	\$14,400.00	\$3,950.00	\$15,800.00
6	Fire Hydrant	EA	4	\$5,000.00	\$20,000.00	\$4,965.00	\$19,860.00	\$6,500.00	\$26,000.00	\$4,500.00	\$18,000.00
7	Connection to Existing Main	LS	1	\$6,000.00	\$6,000.00	\$4,575.00	\$4,575.00	\$7,000.00	\$7,000.00	\$2,000.00	\$2,000.00
8	Gravel Road Repair	LF	50	\$30.00	\$1,500.00	\$50.00	\$2,500.00	\$70.00	\$3,500.00	\$45.00	\$2,250.00
9	Asphalt Street Repair	LF	115	\$50.00	\$5,750.00	\$76.00	\$8,740.00	\$140.00	\$16,100.00	\$100.00	\$11,500.00
10	Well Pump	LS	1	\$55,000.00	\$55,000.00	\$62,635.00	\$62,635.00	\$70,000.00	\$70,000.00	\$73,000.00	\$73,000.00
11	Standby Power Generator	LS	1	\$50,000.00	\$50,000.00	\$40,660.00	\$40,660.00	\$48,000.00	\$48,000.00	\$60,000.00	\$60,000.00
12	Chlorination System	LS	1	\$20,000.00	\$20,000.00	\$18,300.00	\$18,300.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
13	Site Work	LS	1	\$11,150.00	\$11,150.00	\$12,240.00	\$12,240.00	\$22,000.00	\$22,000.00	\$15,000.00	\$15,000.00
14	Well House Construction	LS	1	\$80,000.00	\$80,000.00	\$55,830.00	\$55,830.00	\$90,000.00	\$90,000.00	\$55,000.00	\$55,000.00
15	Well House Mechanical	LS	1	\$25,000.00	\$25,000.00	\$16,295.00	\$16,295.00	\$26,000.00	\$26,000.00	\$30,000.00	\$30,000.00
16	Well House Electrical	LS	1	\$35,000.00	\$35,000.00	\$26,720.00	\$26,720.00	\$32,000.00	\$32,000.00	\$60,000.00	\$60,000.00
17	Control and Alarm System	LS	1	\$12,000.00	\$12,000.00	\$5,960.00	\$5,960.00	\$9,000.00	\$9,000.00	\$15,000.00	\$15,000.00
18	Miscellaneous Work	UNIT	10000	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00
				TOTAL	\$440,000.00		\$409,830.00		\$531,230.00		\$541,150.00

Water System Improvements

NO.	ITEM	UNIT	QUANTITY	ENGINEERS ESTIMATE		DEPATCO INC		HK CONTRACTORS		JR CIVIL	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	6" DI Waterline	LF	40	\$40.00	\$1,600.00	\$61.30	\$2,452.00	\$63.00	\$2,520.00	\$54.93	\$2,197.20
2	10" DI Waterline	LF	160	\$50.00	\$8,000.00	\$68.00	\$10,880.00	\$74.00	\$11,840.00	\$68.03	\$10,884.80
3	12" DI Waterline	LF	1450	\$60.00	\$87,000.00	\$65.10	\$94,395.00	\$64.00	\$92,800.00	\$68.07	\$98,701.50
4	10" Gate Valve	EA	1	\$2,000.00	\$2,000.00	\$2,580.00	\$2,580.00	\$2,400.00	\$2,400.00	\$3,996.50	\$3,996.50
5	12" Gate Valve	EA	4	\$2,500.00	\$10,000.00	\$3,150.00	\$12,600.00	\$2,800.00	\$11,200.00	\$3,495.53	\$13,982.12
6	Fire Hydrant	EA	4	\$5,000.00	\$20,000.00	\$6,080.00	\$24,320.00	\$5,800.00	\$23,200.00	\$4,172.97	\$16,691.88
7	Connection to Existing Main	LS	1	\$6,000.00	\$6,000.00	\$5,570.00	\$5,570.00	\$3,000.00	\$3,000.00	\$6,806.13	\$6,806.13
8	Gravel Road Repair	LF	50	\$30.00	\$1,500.00	\$72.00	\$3,600.00	\$59.00	\$2,950.00	\$125.16	\$6,258.00
9	Asphalt Street Repair	LF	115	\$50.00	\$5,750.00	\$112.00	\$12,880.00	\$125.00	\$14,375.00	\$145.64	\$16,748.60
10	Well Pump	LS	1	\$55,000.00	\$55,000.00	\$82,000.00	\$82,000.00	\$70,000.00	\$70,000.00	\$90,651.11	\$90,651.11
11	Standby Power Generator	LS	1	\$50,000.00	\$50,000.00	\$56,800.00	\$56,800.00	\$52,000.00	\$52,000.00	\$47,513.87	\$47,513.87
12	Chlorination System	LS	1	\$20,000.00	\$20,000.00	\$29,000.00	\$29,000.00	\$26,000.00	\$26,000.00	\$29,430.45	\$29,430.45
13	Site Work	LS	1	\$11,150.00	\$11,150.00	\$13,200.00	\$13,200.00	\$13,000.00	\$13,000.00	\$33,024.54	\$33,024.54
14	Well House Construction	LS	1	\$80,000.00	\$80,000.00	\$88,000.00	\$88,000.00	\$140,000.00	\$140,000.00	\$136,655.60	\$136,655.60
15	Well House Mechanical	LS	1	\$25,000.00	\$25,000.00	\$45,800.00	\$45,800.00	\$18,800.00	\$18,800.00	\$68,027.91	\$68,027.91
16	Well House Electrical	LS	1	\$35,000.00	\$35,000.00	\$40,800.00	\$40,800.00	\$72,000.00	\$72,000.00	\$32,812.02	\$32,812.02
17	Control and Alarm System	LS	1	\$12,000.00	\$12,000.00	\$17,789.00	\$17,789.00	\$8,800.00	\$8,800.00	\$7,779.53	\$7,779.53
18	Miscellaneous Work	UNIT	10000	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00
				TOTAL	\$440,000.00		\$552,666.00		\$574,885.00		\$632,161.76

SIEGEL LEARNING CENTER LEASE AGREEMENT

THE SIEGEL LEARNING CENTER LEASE AGREEMENT, (“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 Little Rangers Learning Center Board of Directors (“LRLC Board” or “Lessee”), West Yellowstone, MT 59758.

WITNESSETH:

WHEREAS, the Town is the owner of the building and premises described below and desires to lease the building for the operation of a child care and learning center; and

WHEREAS, the LRLC Board desires to lease the premises for the operation of child care and a learning center therein; and

WHEREAS, the Town and LRLC Board desire to cooperate in providing child care and a learning center for the residents of West Yellowstone, and

WHEREAS, the Town and LRLC 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 LRLC Board the premises, presently known as the Siegel Learning Center, located at 520 Yellowstone Ave., West Yellowstone Montana, and further described as the real property together with all improvements and appurtenances (hereafter “the Premises”).
2. Use of Premises. The Premises leased to the LRLC Board shall be used exclusively for providing child care and a learning center.
3. Term of Lease. The Town leases the Premises to the LRLC Board for a term of five (5) years, subject to termination as later described in this lease. The term of the lease shall commence on June 15, 2018 and shall terminate on June 15, 2023.
4. Renewal of Lease. The Town hereby grants the LRLC Board the right to request an extension of this lease for an additional five years, until June 15, 2028. This right to request an extension is subject to good faith negotiations between the Town and the LRLC 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 LRLC 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 LRLC Board shall pay the Town a rental amount of \$_____ per year divided into twelve (12) monthly installments, for the entire term of this lease. Monthly payments will be made before the tenth day of each month or a late fee of \$_____ will be assessed. Payments shall be made to the Town of West Yellowstone, at 440 Yellowstone Ave (PO Box 1570), West Yellowstone, MT 59758.

6. Utilities. The LRLC Board is responsible for the monthly utility bills for the facility which includes but not limited to water/sewer, phone/internet, trash removal, gas, and electrical. The LRLC Board will place the above-mentioned utilities in their name.
7. Possession. The Town shall deliver possession of the Premises to LRLC Board on or before June 15, 2018.
8. Casualty Insurance. The Town shall keep all buildings and improvements on the Premises insured against loss or damage by fire or other standard peril in an amount it deems appropriate. The LRLC Board shall maintain casualty insurance for fire or other standard peril on the personal property and leasehold improvements contained in the premises.
9. Liability Insurance. The LRLC Board 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.
10. Lessor's Lien. Lessor shall have at all times a lien for all rentals and other sums of money becoming due hereunder from Lessee on all goods, wares, equipment, fixtures, furniture, and other personal property situated on the Premises and such property shall not be removed therefrom without the consent of Lessor until any arrearage in rent and/or other sums of money then due to Lessor hereunder shall first have been paid. The lien hereby granted may be foreclosed in the manner provided by law for foreclosure of chattel mortgages or in any other from provided by law. The statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto.
11. Assignment or Sublease. LRLC Board may not assign any of its rights or obligations under this lease, nor may it sublease all or any portion of the Premises, without the prior written approval of the Town. The Town may withhold approval for assignment or sublease for any reason it deems appropriate.
12. Unlawful Activity or Nuisance. LRLC Board shall neither use nor occupy the Premises in any manner that violates federal, state or local law or regulation. LRLC Board shall not use the Premises in any manner that constitutes a public or private nuisance.
13. Improvements. All improvements to the Premises, whether paid for by the Town or LRLC 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 LRLC Board that is not permanently affixed to the Premises shall remain its property upon expiration or termination of this lease.
14. Maintenance. All routine interior maintenance and cleaning will be the responsibility of the LRLC Board. This includes but is not limited to cleaning of the restrooms and cooking facilities, mopping of floors, replacement of light bulbs, sweeping and steam cleaning the carpets, and removal of trash and debris. LRLC Board will purchase the necessary equipment and supplies needed for the interior maintenance. The Town will mow the grass, maintain the

landscaping, and remove snow, with the exception of shoveling the walkways and playground.

15. Repairs. The Town, as the owner of the Premises, will be responsible for repairs, whether exterior or interior, to the building unless causation can be attributed to actions by the LRLC Board and/or its clients. If caused by the actions of LRLC Board and/or its clients, then the Town shall preform the repairs and the cost of the repairs will be assessed to the LRLC Board. These costs will be paid within thirty (30) days of receiving an invoice from the Town.
16. Annual Review. The Town and LRCL Board may meet as needed to review the 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 three months 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 the LRLC Board:
 - a. If LRLC Board assigns or attempts to assign all or any portion of this Agreement without prior written permission of the Town;
 - b. If LRLC Board sublets or attempts to sublet all or any portion of the Premises without the prior written permission of the Town;
 - c. If LRLC Board ceases operation at the Premises;
 - d. If LRLC Board vacates or abandons the Premises;
 - e. If LRLC Board causes a construction lien or any other lien to be placed on the Premises;
 - or
 - f. If LRLC Board fails to comply with any material condition or provision of this lease.
 - g. If LRLC Board is in default of this lease as described above, then the Town must provide written notice of the alleged default and thirty (30) days to cure the default.
 - h. If LRLC 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 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. LRLC Board shall permit the Town, its agents or employees to enter the 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 LRLC staff shall make a reasonable effort to provide LRLC Board with oral or written notice at least 24 hours before entry.

Comment [JM1]: Do we want to add a "lessor's lien" and claim the right to hold their property that is in the Premises while they attempt to cure? I put it in all of the commercial leases I draft.

20. Warranty of Condition/Independent Investigation. The Town makes no express or implied warranty or representation concerning the existing condition of the Premises. The LRLC Board has made an independent investigation of the Premises and agrees to accept the Premises in its present condition. The Premises is a brand-new building and LRLC Board will be the first tenant.
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 LRLC 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 LRLC Board's heirs, successors and assigns.

DATED the day and year first above written.

Little Rangers Learning Center

By: Bruce McPherson, Chair

TOWN OF WEST YELLOWSTONE

By: Daniel Sabolsky, Town Manager

ATTEST:

STATE OF MONTANA)
 ss.
County of Gallatin)

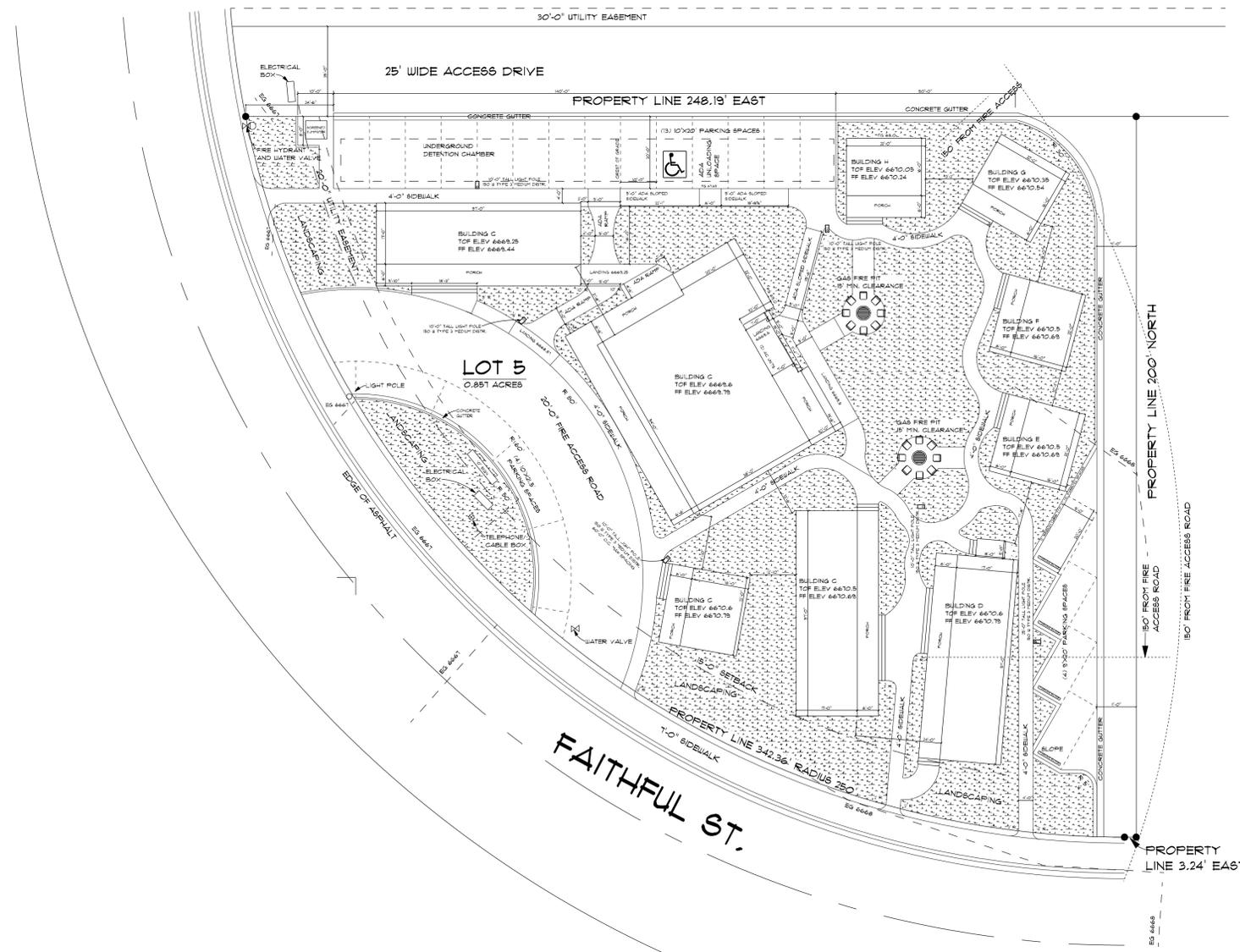
This instrument was acknowledged before me this ____ day of _____, 2018, by Daniel Sabolsky, as Town Manager of the Town of West Yellowstone.

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 _____, 2018, by _____, as Chair, Little Rangers Learning Center.

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



LEGAL DESCRIPTION

BIG SKY ANGLERS
 LOT 5, BLOCK 1
 GRIZZLY PARK SUBDIVISION
 WEST YELLOWSTONE, MONTANA

APPROX 37,000 SF

PARKING REQUIRED

1 UNIT X 1.5 = 1.5 SPACES
 15 ROOMS X 1.075 = 16.125 SPACES
 TOTAL SPACES REQUIRED = 18 SPACES
 TOTAL SPACES PROVIDED = 21 SPACES

SEE CIVIL DRAWINGS FROM
 NOESIS ENGINEERING FOR
 GRADING AND DRAINAGE

ARCHITECTURAL SITE PLAN

SCALE 1" = 20'-0"

CONTRACTOR'S RESPONSIBILITY
 IT IS THE CONTRACTOR'S RESPONSIBILITY TO REVIEW ALL ASPECTS OF THESE DRAWINGS, ARCHITECTURAL AND STRUCTURAL, PRIOR TO CONSTRUCTION. ANY CONFLICTS SHALL BE REPORTED TO THE ENGINEER FOR CORRECTION. CHANGES MAY BE PROPOSED BY THE CONTRACTOR IF HE FEELS THE CHANGE IS IN THE BEST INTEREST OF THE OWNER. CHANGES SHALL BE FORWARDED TO THE ENGINEER IN WRITING FOR APPROVAL PRIOR TO CONSTRUCTION.

DRAWINGS & SPECIFICATIONS, AS INSTRUMENTS OF PROFESSIONAL SERVICE ARE AND SHALL REMAIN PROPERTY OF DESIGN INTELLIGENCE, LLC. THESE DOCUMENTS ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY PROJECT OR PURPOSE WHATSOEVER, WITHOUT THE PRIOR SPECIFIC WRITTEN AUTHORIZATION OF DESIGN INTELLIGENCE, LLC.

CI

DATE 3/1/2018

SCALE AS NOTED
 DRAWN BY JDJ
 2017-235A

DESIGN INTELLIGENCE, LLC
 PHONE: (208) 399-1446
 FAX: (208) 399-0740
 EMAIL: JOSEH@DESIGNINTEL.COM

DESIGN INTELLIGENCE, LLC
 THE RIGHT FIT

DESIGN INTELLIGENCE, LLC
 10371 ERIKSON DR.
 REXBURG, IDAHO 83440

BIG SKY ANGLERS PLAN A LODGE
 LOT 5, BLOCK 1, GRIZZLY PARK SUBDIVISION,
 WEST YELLOWSTONE, MONTANA

CI

<p>1</p> <p>GENERAL</p> <ol style="list-style-type: none"> THIS SITE PLAN SET IS INTENDED TO SHOW PROPOSED SITE IMPROVEMENTS ASSOCIATED WITH THE REDEVELOPMENT OF WEST YELLOWSTONE, MONTANA. CONTRACTOR SHALL NOTIFY "DIG LINE" AT LEAST 72 HOURS BEFORE EXCAVATING. CONTRACTOR SHALL BE RESPONSIBLE FOR SITE SECURITY AND JOB SAFETY; CONSTRUCTION ACTIVITIES SHALL BE IN ACCORDANCE WITH OSHA STANDARDS AND LOCAL REQUIREMENTS. ACCESSIBLE ROUTES, PARKING SPACES, RAMPS, SIDEWALKS AND WALKWAYS SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE FEDERAL AMERICANS WITH DISABILITIES ACT AND WITH STATE AND LOCAL LAWS AND REGULATIONS. AREAS DISTURBED DURING CONSTRUCTION AND NOT RESTORED WITH IMPERVIOUS SURFACES SHALL BE STABILIZED WITH PLANTINGS OF OTHERWISE RECEIVE 6 INCHES ON MULCH OR LOAM AND SEED AS DIRECTED BY THE ENGINEER OF RECORD. WITHIN THE LIMITS OF THE BUILDING FOOTPRINT, THE SITE CONTRACTOR SHALL PERFORM EARTHWORK OPERATIONS REQUIRED UP TO SUBGRADE ELEVATIONS. WORK WITHIN THE RIGHT OF WAY SHALL CONFORM TO THE LATEST EDITION OF THE MONTANA DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. UPON AWARD OF CONTRACT, CONTRACTOR SHALL MAKE NECESSARY CONSTRUCTION NOTIFICATIONS AND APPLY FOR AND OBTAIN NECESSARY PERMITS, PAY FEES, AND POST BONDS ASSOCIATED WITH THE WORK INDICATED ON THE DRAWINGS, IN THE SPECIFICATIONS, AND IN THE CONTRACT DOCUMENTS. DO NOT CLOSE OR OBSTRUCT ROADWAYS, SIDEWALKS, AND FIRE HYDRANTS, WITHOUT APPROPRIATE PERMITS. TRAFFIC SIGNAGE AND PAVEMENT MARKINGS SHALL CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. AREA OUTSIDE THE LIMITS OF PROPOSED WORK DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED BY THE CONTRACTOR TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. IN THE EVENT THAT SUSPECTED CONTAMINATED SOIL, GROUNDWATER, AND OTHER MEDIA ARE ENCOUNTERED DURING EXCAVATION AND CONSTRUCTION ACTIVITIES BASED ON VISUAL, OLFACTORY, OR OTHER EVIDENCE, THE CONTRACTOR SHALL STOP WORK IN THE VICINITY OF THE SUSPECT MATERIAL TO AVOID FURTHER SPREADING OF THE MATERIAL AND SHALL NOTIFY THE OWNER IMMEDIATELY SO THAT THE APPROPRIATE TESTING AND SUBSEQUENT ACTION CAN BE TAKEN. CONTRACTOR SHALL PREVENT DUST, SEDIMENT, AND DEBRIS FROM EXITING THE SITE AND SHALL BE RESPONSIBLE FOR CLEANUP, REPAIRS AND CORRECTIVE ACTION IF SUCH OCCURS. DAMAGE RESULTING FROM CONSTRUCTION LOADS SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO OWNER. CONTRACTOR SHALL CONTROL STORM WATER RUNOFF DURING CONSTRUCTION TO PREVENT ADVERSE IMPACTS TO OFFSITE AREA, AND SHALL BE RESPONSIBLE TO REPAIR RESULTING DAMAGES, IF ANY, AT NO COST TO OWNER. THE CONTRACTOR SHALL EVALUATE ANY DEWATERING REQUIRED BY THE WORK TO DETERMINE IF COVERAGE UNDER THE ENVIRONMENTAL PROTECTION AGENCY (EPA) DEWATERING GENERAL PERMIT (DGP) IS REQUIRED FOR DEWATERING DISCHARGES. IF COVERAGE IS REQUIRED UNDER THE DGP, PRIOR TO THE START OF CONSTRUCTION, CONTRACTOR SHALL FILE A DGP NOTICE OF INTENT WITH THE EPA FOR CONSTRUCTION DEWATERING ACTIVITIES AND COMPLY WITH ALL PERMIT REQUIREMENTS THEREIN. CONTRACTOR SHALL CONFIRM THE OWNER HAS ALSO FILED A NOTICE OF INTENT. <p>UTILITIES</p> <ol style="list-style-type: none"> THE UTILITY COMPANIES SERVICING THE PROJECT AREA ARE: <ol style="list-style-type: none"> WATER SEWER ELECTRIC TELEPHONE CABLE TV GAS THE LOCATIONS, SIZES, AND TYPES OF EXISTING UTILITIES ARE SHOWN AS APPROXIMATE REPRESENTATION ONLY. THE OWNER OR ITS REPRESENTATIVES HAVE NOT INDEPENDENTLY VERIFIED THIS INFORMATION AS SHOWN ON THE PLANS. THE UTILITY INFORMATION SHOWN DOES NOT GUARANTEE THE ACTUAL EXISTENCE, SERVICEABILITY, OR OTHER DATA CONCERNING THE UTILITIES, NOR DOES IT GUARANTEE AGAINST THE POSSIBILITY THAT ADDITIONAL UTILITIES MAY BE PRESENT THAT ARE NOT SHOWN ON THE PLANS. PRIOR TO ORDERING MATERIALS AND BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY AND DETERMINE THE EXACT LOCATIONS, SIZES, AND ELEVATIONS OF THE POINTS OF CONNECTIONS TO EXISTING UTILITIES AND, SHALL CONFIRM THAT THERE ARE NO INTERFERENCES WITH EXISTING UTILITIES AND THE PROPOSED UTILITY ROUTES, INCLUDING ROUTES WITHIN THE PUBLIC RIGHTS OF WAY. WHERE AND EXISTING UTILITY IS FOUND TO CONFLICT WITH THE PROPOSED WORK, OR EXISTING CONDITIONS DIFFER FROM THOSE SHOWN SUCH THAT THE WORK CANNOT BE COMPLETED AS INTENDED, THE LOCATION, ELEVATION, AND SIZE OF THE UTILITY SHALL BE ACCURATELY DETERMINED WITHOUT DELAY BY THE CONTRACTOR, AND THE INFORMATION FURNISHED IN WRITING TO THE OWNERS REPRESENTATIVE FOR THE RESOLUTION OF THE CONFLICT AND CONTRACTORS FAILURE TO THE NOTIFY PRIOR TO PERFORMING ADDITIONAL WORK RELEASES OWNER FROM OBLIGATION FOR ADDITIONAL PAYMENTS WHICH OTHERWISE MAY BE WARRANTED TO RESOLVE THE CONFLICT. SET INVERTS OF SEWERS, DRAINS, AND DITCHES IN ACCORDANCE WITH ELEVATIONS ON THE GRADING AND UTILITY PLANS. 	<p>2</p> <ol style="list-style-type: none"> RIM ELEVATIONS FOR MANHOLES AND SEWER CLEANOUTS, WATER VALVE COVERS, ELECTRIC AND TELEPHONE PULL BOXES AND OTHER SUCH ITEMS, ARE APPROXIMATE AND SHALL BE SET/RESET AS FOLLOWS: <ol style="list-style-type: none"> PAVEMENTS AND CONCRETE SURFACES: FLUSH ALL SURFACES ALONG ACCESSIBLE ROUTES: FLUSH LANDSCAPE, LOAD AND SEED, AND OTHER EARTH SURFACE AREAS: ONE INCH ABOVE SURROUNDING AREA AND TAPER EARTH TO THE RIM ELEVATION THE LOCATION, SIZE, DEPTH, AND SPECIFICATIONS FOR CONSTRUCTION OF PROPOSED PRIVATE UTILITY SERVICES SHALL BE INSTALLED ACCORDING TO THE REQUIREMENTS PROVIDED BY, AND APPROVED BY, THE RESPECTIVE UTILITY COMPANY (GAS, TELEPHONE, ELECTRIC, FIRE ALARM, ETC). FINAL DESIGN LOADS AND LOCATIONS TO BE COORDINATED WITH OWNER AND ARCHITECT. CONTRACTOR SHALL MAKE ARRANGEMENTS FOR AND SHALL BE RESPONSIBLE FOR PAYING FEES FOR POLE RELOCATION AND FOR THE ALTERATION AND ADJUSTMENT OF GAS, ELECTRIC, TELEPHONE, FIRE ALARM, AND ANY OTHER PRIVATE UTILITIES, WHETHER WORK IS PERFORMED BY CONTRACTOR OR BY THE UTILITIES COMPANY. UTILITY PIPE MATERIALS SHALL BE AS FOLLOWS, UNLESS OTHERWISE NOTED ON THE PLAN: <ol style="list-style-type: none"> WATER PIPES SHALL BE TYPE 'K' COPPER SANITARY SEWER PIPES SHALL BE POLYVINYL CHLORIDE (PVC) SEWER PIPE CONTRACTOR SHALL COORDINATE WITH ELECTRICAL CONTRACTOR AND SHALL FURNISH EXCAVATION, INSTALLATION, AND BACKFILL OF ELECTRICAL FURNISHED SITEWORK RELATED ITEMS SUCH AS PULL BOXES, CONDUITS, DUCT BANKS, LIGHT POLE BASES, AND CONCRETE PADS, SITE CONTRACTOR SHALL FURNISH CONCRETE ENCASEMENT OF DUCT BANKS IF REQUIRED BY THE UTILITY COMPANY AND AS INDICATED ON THE DRAWINGS. <p>LAYOUT AND MATERIALS</p> <ol style="list-style-type: none"> DIMENSIONS ARE FROM THE FACE OF CURB, FACE OF BUILDING, FACE OF WALL, AND CENTER LINE OF PAVEMENT MARKING, UNLESS OTHERWISE NOTED. CURB RADII ARE 3 FEET UNLESS OTHERWISE NOTED. SEE ARCHITECTURAL DRAWINGS FOR EXACT BUILDING DIMENSIONS AND DETAILS CONTIGUOUS TO THE BUILDING, INCLUDING SIDEWALKS, RAMPS, BUILDING ENTRANCES, STAIRWAYS, UTILITY PENETRATIONS, CONCRETE DOOR PADS, COMPACTOR PAD, LOADING DOCKS, ETC. PROPOSED BOUNDS AND ANY EXISTING PROPERTY LINE MONUMENTATION DISTURBED DURING CONSTRUCTION SHALL BE SET OR RESET BY A LICENSED LAND SURVEYOR. PRIOR TO START OF CONSTRUCTION, CONTRACTOR SHALL VERIFY EXISTING PAVEMENT ELEVATIONS AT INTERFACE WITH PROPOSED PAVEMENTS, AND EXISTING GROUND ELEVATIONS ADJACENT TO DRAINAGE OUTLETS TO ASSURE PROPER TRANSITIONS BETWEEN EXISTING AND PROPOSED FACILITIES. SYMBOLS AND LEGENDS OF PROJECT FEATURES ARE GRAPHIC REPRESENTATIONS AND ARE NOT NECESSARILY SCALED TO THEIR ACTUAL DIMENSIONS OR LOCATIONS ON THE DRAWINGS. THE CONTRACTOR SHALL REFER TO THE DETAIL SHEET DIMENSIONS, MANUFACTURERS LITERATURE, SHOP DRAWINGS AND FIELD MEASUREMENTS OF SUPPLIED PRODUCTS FOR LAYOUT OF THE PROJECT FEATURES. CONTRACTOR SHALL NO RELY SOLELY ON ELECTRONIC VERSIONS OF PLAN. SPECIFICATIONS, AND DATA FILES THAT ARE OBTAINED FROM THE DESIGNERS. BUT SHALL VERIFY LOCATION OF PROJECT FEATURES IN ACCORDANCE WITH THE PAPER COPIES OF THE PLANS AND SPECIFICATIONS THAT ARE SUPPLIED AS PART OF THE CONTRACT DOCUMENTS. <p>CONSTRUCTION SEQUENCE</p> <ol style="list-style-type: none"> SURVEY AND STAKE LIMITS OF DISTURBANCE. INSTALL EROSION CONTROL CARRIERS, CONSTRUCTION EXITS, PRIOR TO START OF CONSTRUCTION, TO BE MAINTAINED UNTIL COMPLETION OF CONSTRUCTION AND ESTABLISHMENT OF PERMANENT GROUND COVER. CLEAR ALL AREAS TO BE DISTURBED BY CONSTRUCTION AND PERFORM DEMOLITION OPERATIONS. REPAIR, CLEAN, AND REPLACE AND SEDIMENT CONTROLS DAMAGED DURING AND/OR AFTER RAINFALL EVENTS. STRIP LOAM AND PAVEMENT, OR RECLAIM PAVEMENT WITHIN LIMITS OF WORK AND STOCKPILE EXCESS MATERIAL. CONSTRUCT TEMPORARY SEDIMENTATION BASINS AS REQUIRED. PERFORM PRELIMINARY SITE GRADING AND CONSTRUCT TEMPORARY DIVERSION SWALES AS REQUIRED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT THE PRELIMINARY GRADING ALLOWS SURFACE WATER RUN-OFF FROM UNSTABILIZED AREA TO FLOW TOWARDS THE TEMPORARY SEDIMENTATION BASINS. PREPARE BUILDING PAD TO ENABLE BUILDING CONSTRUCTION TO BEGIN. INSTALL SEWER SERVICE, WATER SERVICE, AND OTHER UTILITIES IN ACCORDANCE WITH THE PLANS AND DETAILS. PERFORM FINAL/FINE GRADING INCLUDING SLOPE STABILIZATION BLANKETS WHERE REQUIRED. PERFORM ALL REMAINING SITE CONSTRUCTION. LOAM AND SEED OR PLANT ALL REMAINING DISTURBED AREA. REMOVE TEMPORARY EROSION CONTROL MEASURES, SILT FENCE, UPON COMPLETION OF CONSTRUCTION AND ESTABLISHMENT OF STABILIZED PERMANENT GROUND COVER. CLEAN ALL DRAINAGE WAYS AND PIPES WITHIN THE PROJECT LIMITS OF ALL SILT AND DEBRIS. 	<p>3</p>	<p>4</p>	<p>5</p>
<p>1</p>	<p>2</p>	<p>3</p>	<p>4</p>	<p>5</p>

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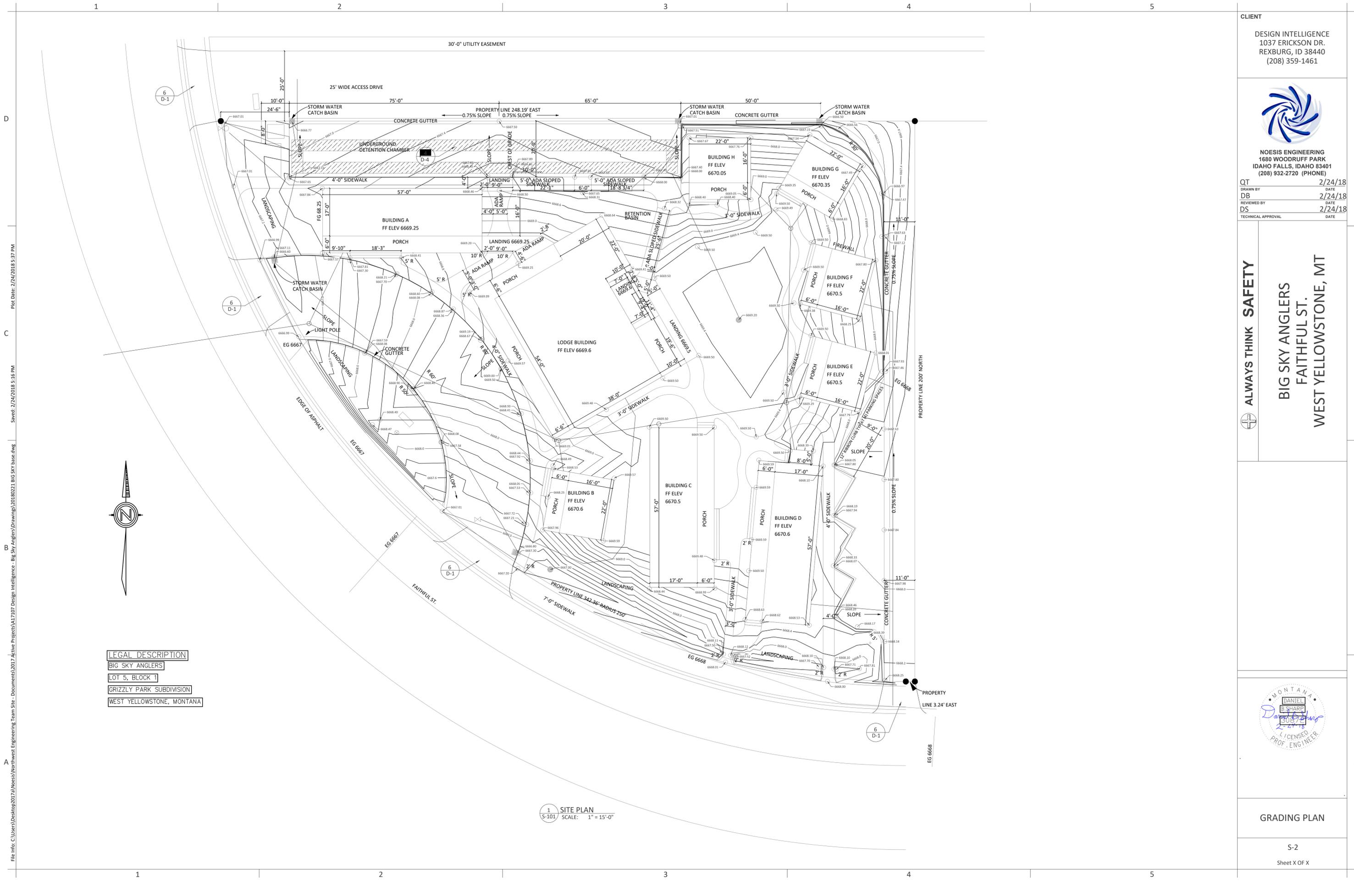
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 <p>NOESIS ENGINEERING 1680 WOODRUFF PARK IDAHO FALLS, IDAHO 83401 (208) 932-2720 (PHONE)</p>	
<p>QT _____ DATE 2/24/18</p> <p>DRAWN BY DB _____ DATE 2/24/18</p> <p>REVIEWED BY DS _____ DATE 2/24/18</p> <p>TECHNICAL APPROVAL _____ DATE _____</p>	<p>ALWAYS THINK SAFETY</p> <p>BIG SKY ANGLERS FAITHFUL ST. WEST YELLOWSTONE, MT</p>
	
<p>GENERAL NOTES</p>	
<p>G-1 Sheet X OF X</p>	



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ALWAYS THINK SAFETY



BIG SKY ANGLERS
 FAITHFUL ST.
 WEST YELLOWSTONE, MT



GRADING PLAN

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WEST YELLOWSTONE, MT



SITE PLAN

S-1
Sheet X OF X

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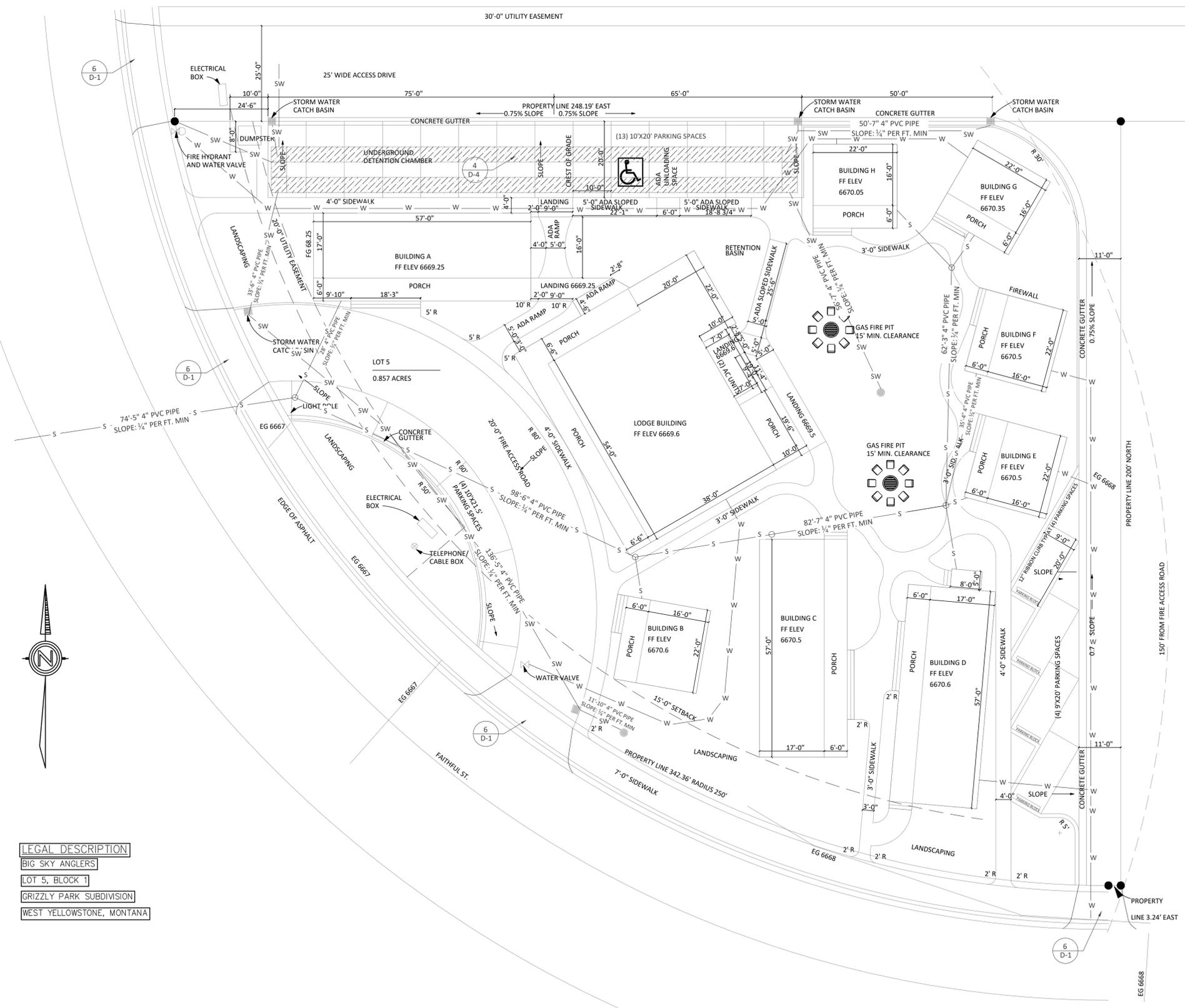
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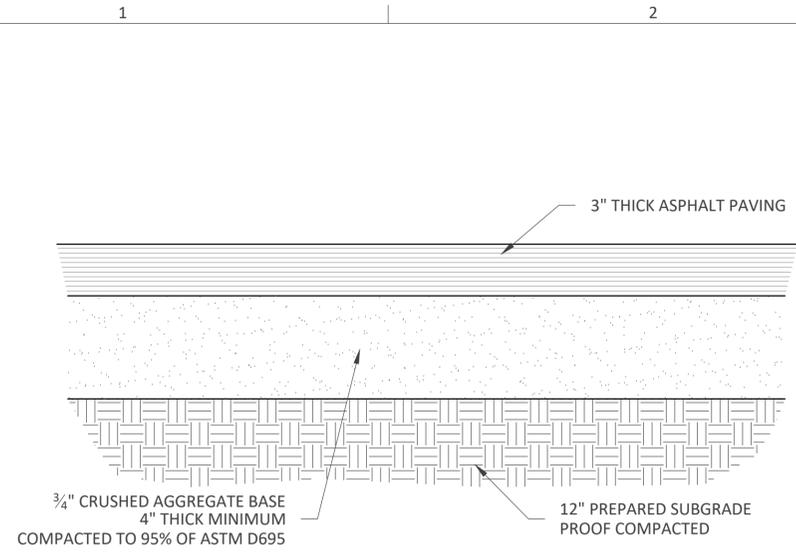
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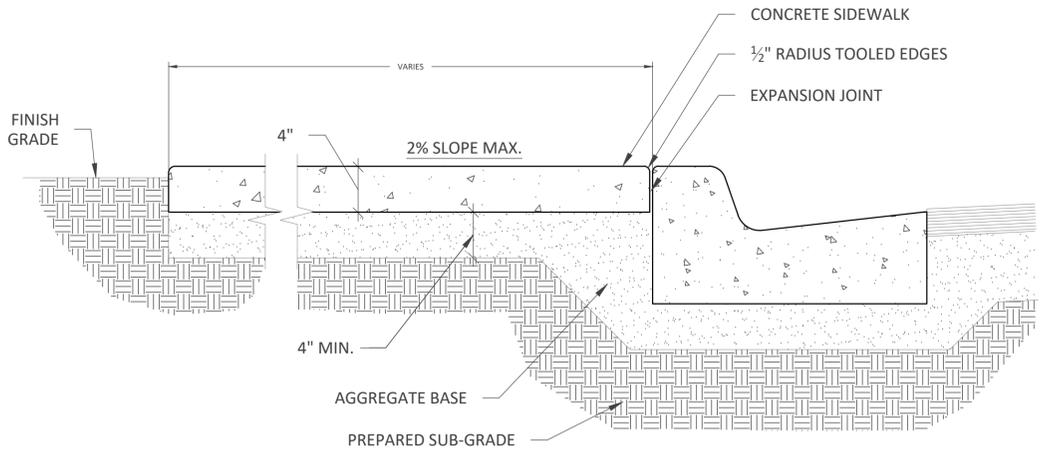
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LOT 5, BLOCK 1
GRIZZLY PARK SUBDIVISION
WEST YELLOWSTONE, MONTANA

1 SITE PLAN
S-101 SCALE: 1" = 15'-0"

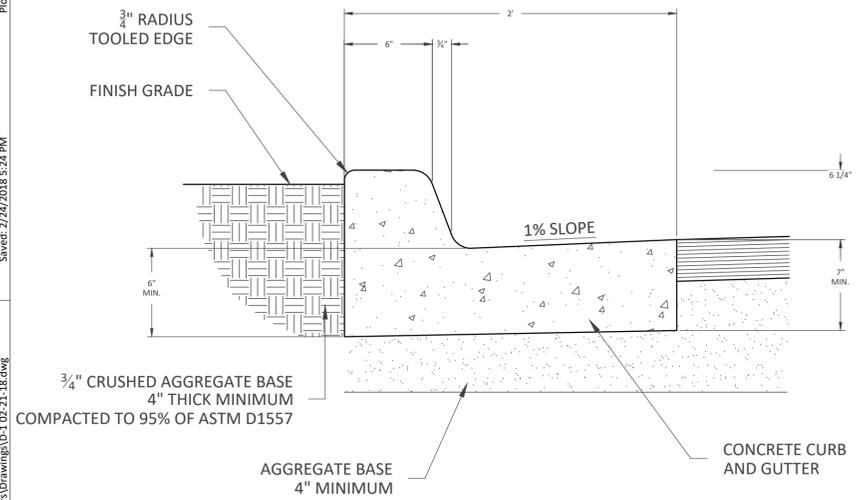
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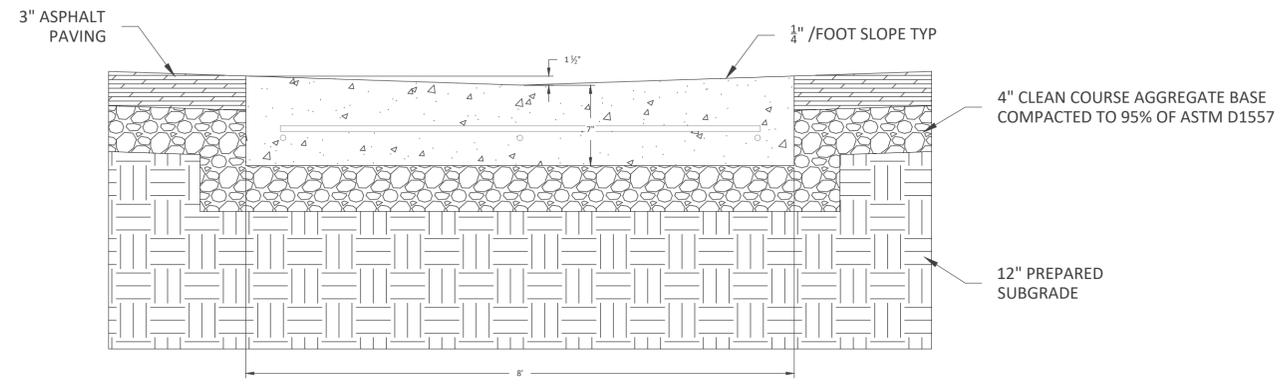
1 PAVEMENT DETAIL



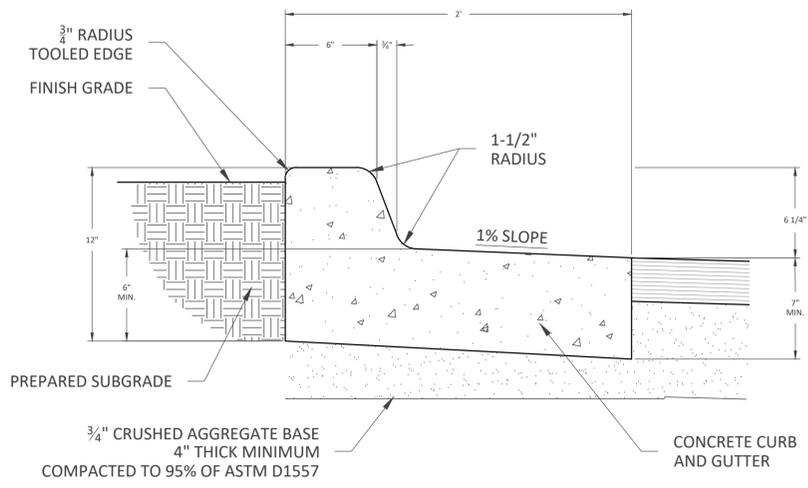
2 CURB AND GUTTER TO SIDEWALK DETAIL



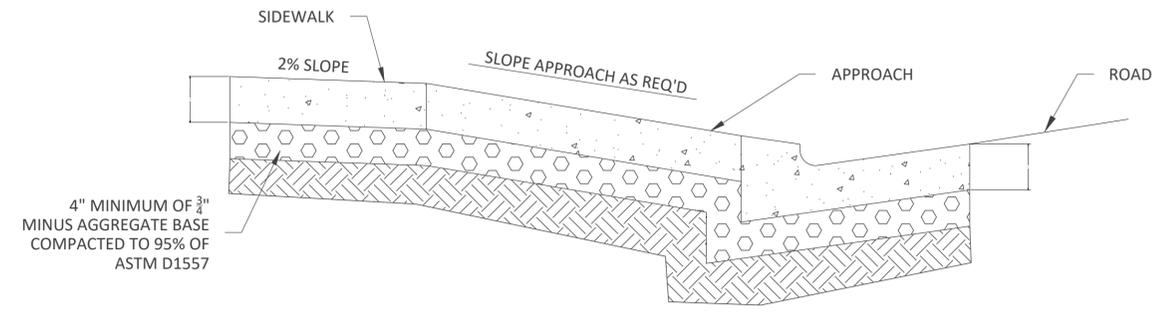
3 CURB AND GUTTER IN FLOW DETAIL



4 VALLEY GUTTER DETAIL



5 CURB AND GUTTER OUT FLOW DETAIL

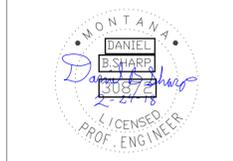


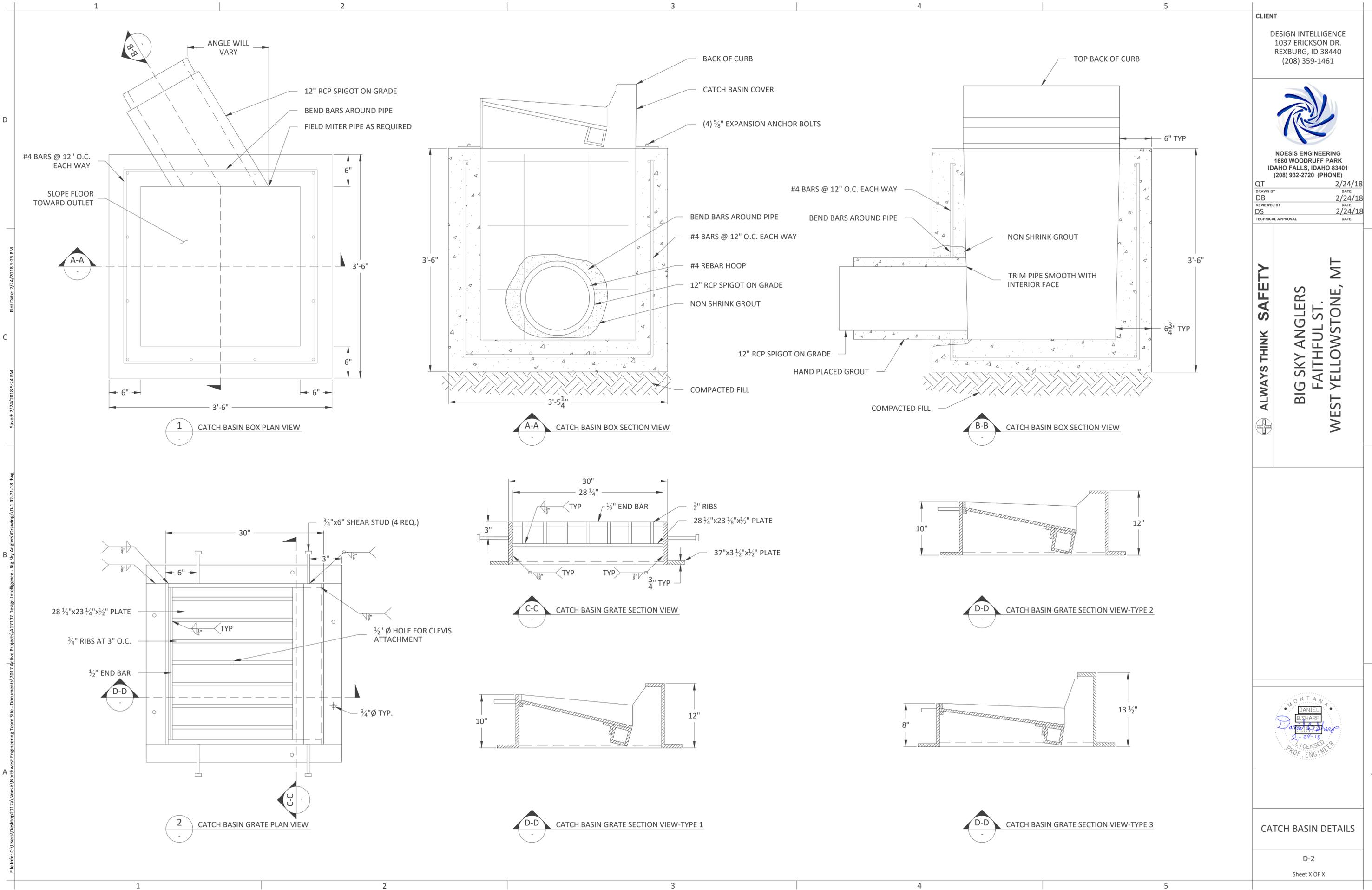
6 CURB AND GUTTER APPROACH DETAIL

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 WEST YELLOWSTONE, MT



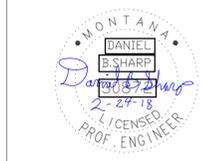


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CATCH BASIN DETAILS

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 Sheet X OF X

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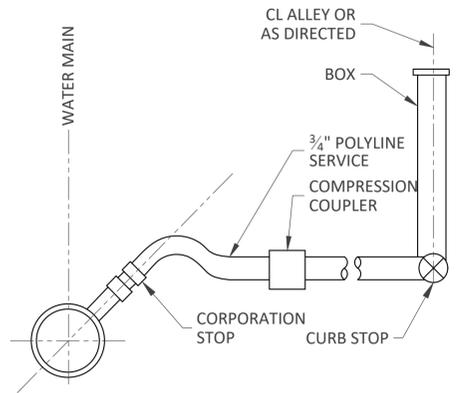
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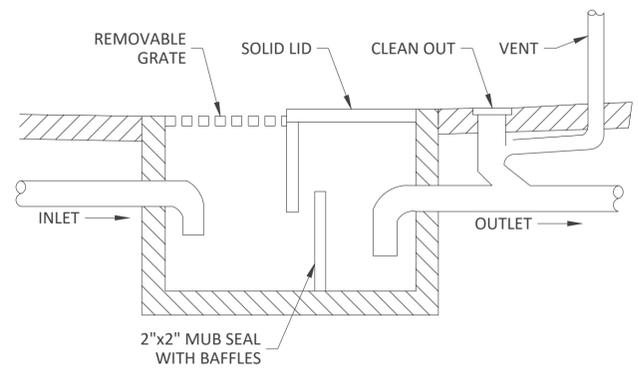


WATER CONNECTION
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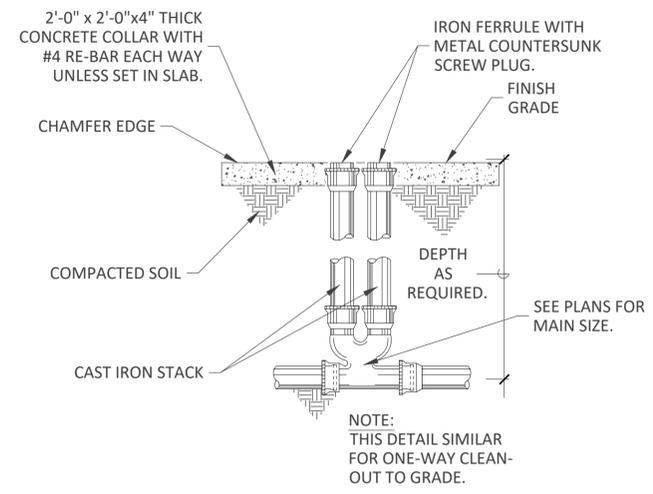
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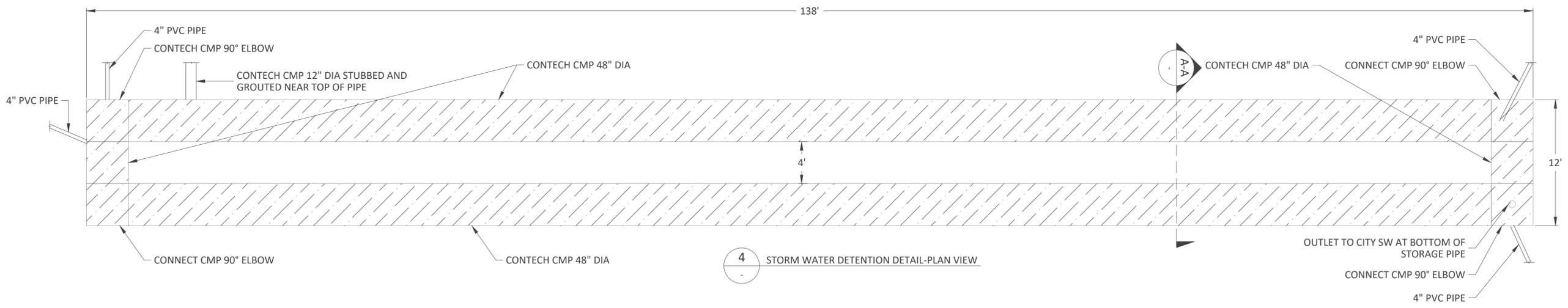
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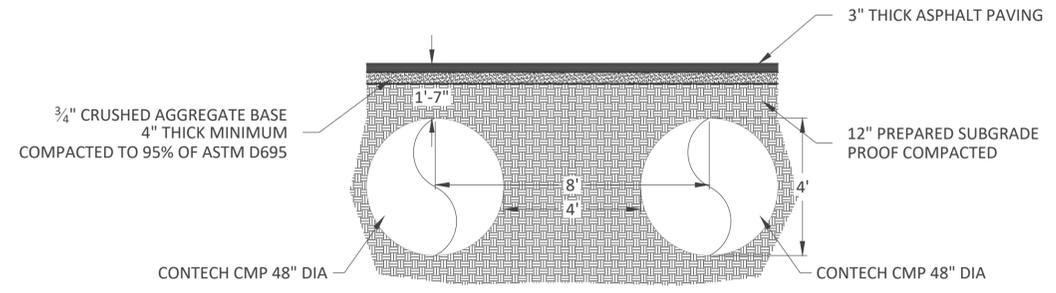
2 SUMP/SAND TRAP



3 CURB AND GUTTER OUT FLOW DETAIL



4 STORM WATER DETENTION DETAIL-PLAN VIEW



A-A STORM WATER DETENTION-SECTION VIEW

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