

Town of West Yellowstone

MONDAY, May 14, 2018

West Yellowstone Town Hall, 440 Yellowstone Avenue

TOWN COUNCIL WORK SESSION - 5:30 PM

Legal Services Request for Proposals (RFP)

Discussion

TOWN COUNCIL MEETING – 7 PM

Pledge of Allegiance

Purchase Orders

Treasurer's Report & Securities Report

Claims ∞

Consent Agenda: **Minutes of May 3, 2018 Town Council Meeting** ∞

Business License Applications

Advisory Board Report(s)

Town Manager & Department Head Reports

Comment Period

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

UNFINISHED BUSINESS

Public Hearing: Business License Ordinance Revisions

Business License Revisions Ordinance, 1st Reading

Discussion/Action ∞

Resolution No. 709, Business License Fees

Discussion/Action ∞

NEW BUSINESS

Public Hearing: Variance Request, Hibernation Station, Employee Housing Cabin

Variance Request, Hibernation Station, Employee Housing Cabin

Discussion/Action ∞

Marketing and Promotions (MAP) Fund Award Recommendations

Discussion/Action ∞

- Music in the Park, 2018 Series, \$17,500
- WY Chamber, Marc Willson Seminars for Community Business, \$1200

Legal Services RFP Selection

Discussion/Action ∞

Planning Board Appointments

Discussion/Action ∞

Collective Bargaining Agreement, Police Protective Association

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.

Town of West Yellowstone Request for Proposals - Legal Services

The Town of West Yellowstone is seeking proposals from qualified firms or individuals to provide legal services. In addition, the firm or individual will act as the Town Prosecutor. Applicants must be currently licensed to practice law in the State of Montana. Applicants are required to have a minimum of five years of experience in municipal law. Strong background in labor, contract, criminal, tax, and real estate law is necessary. A complete scope of work to be provided under the awarded contract may be obtained by contacting the Town of West Yellowstone, PO Box 1570, 440 Yellowstone, West Yellowstone, MT, 59758, (406) 646-7795, or by email at info@townofwestyellowstone.com. All proposals must be received by 5:00 PM, Jan. 12, 2018.



Town of West Yellowstone Legal Services Scope of Work

The work covered by this Request for Proposals (RFP) includes but will not be limited to the following:

1. Provide legal advice, counsel, and render such legal services as required by the Town government.
2. Provide legal advice, counsel, and render such legal services as requested by authorized Town Council members and staff.
3. Prepare, draft, and/or review all necessary legal documents, ordinances, resolutions, contracts, and correspondences.
4. Research and render legal opinions for the Town.
5. Act on behalf of the Town in all criminal and civil Court matters.
6. Represent the Town before all agencies of government and private parties having business with the Town.
7. Appear on behalf of the Town to prosecute and defend all civil and criminal cases in Montana district courts, federal courts of the United States, and before any other administrative or quasi-judicial board, committee, tribunal, or other person or corporate body.
8. Attend Town Council meetings, board and committee meetings, as required by the Town.
9. Perform other duties which may be required by the statutes of the State of Montana or the Charter of the Town of West Yellowstone.
10. Perform such other services as are customarily performed by corporate counsel.

Proposal Information

When responding to this RFP, please include the following:

1. A description of the firm's or individual's prior legal experience with local governments
2. If a firm, a summary of the key personnel that would be available to the Town
3. Past and current legal work in the State of Montana
4. The firm's or individual's projected workload over the next two years for other clients
5. Unique or extraordinary skills or qualifications
6. Cost per hour for regular legal services
7. Cost per hour for paralegal or secondary legal services
8. Breakdown of the charges for travel time and travel expenses
9. Any charges for other expenses incurred while performing the duties outlined in the scope of work including but not limited to: photocopies, faxes, long-distance phone calls, etc.

All RFPs shall be mailed to Town of West Yellowstone, Attn: Daniel Sabolsky – Town Manager, PO Box 1570, 440 Yellowstone, West Yellowstone, MT, 59758. All proposals must be received by 5:00 PM, January 12, 2018. Please print on the outside of the envelope “LEGAL SERVICES RFP.”

Any questions, please contact Daniel Sabolsky, Town Manager at (406) 646-7795, or by email at dsabolsky@townofwestyellowstone.com.

TOWN OF WEST YELLOWSTONE, MONTANA

TOWN ATTORNEY FEE AGREEMENT

THIS AGREEMENT, made and entered into this 20 day of ^{October 20} ~~November~~, 2015 by and between the TOWN OF WEST YELLOWSTONE, a Montana municipal corporation (the "Town"), and the law firm of Kasting, Kauffman & Mersen, P.C. ("Attorneys").

WITNESSETH:

WHEREAS, the Town is desirous of obtaining legal counsel, advice, representation and advocacy in relation to its corporate affairs; and

WHEREAS, the law firm of Kasting, Kauffman & Mersen P.C., of 716 South 20th Avenue, Suite 101, Bozeman, Montana 59718, consists of attorneys duly licensed to practice law in the federal and state courts of Montana.

NOW, THEREFORE, it is hereby agreed as follows:

1. The Town of West Yellowstone hereby retains the Attorneys to give such advice and counsel and render such legal service for the Town as the Town Council shall deem required.
2. The services of Attorneys shall include, but not limited to, advice and counsel on all corporate matters; preparation and drafting of all necessary legal documents, ordinances, contracts and letters; rendering legal opinions for the Council; acting on behalf of the Town in all criminal City Court matters, and in civil City Court matters as required; representing the Town as to all agencies of government and private parties having business with the Town; appearing for the Town to prosecute and defend all civil and criminal cases in the federal or state courts in Montana, and before any other administrative or quasi-judicial board, committee, tribunal or

other person or corporate body; to attend regular or special Town Council meetings, or meetings of boards and committees, as required by the Mayor and/or the Council; to perform any other duties which may be required by the statutes of the State of Montana or the Charter of the Town of West Yellowstone; assist all department heads working for the Town in connection with routine matters for which consultation is required and requested, and to perform such other services as are customarily performed by municipal corporate counsel. The initial contact person within the firm for the Town will be Jane Mersen. If Ms. Mersen is not available, Dennis Munson or John Kauffman should be contacted.

3. In addition to the foregoing, it is agreed that Attorneys and the Town shall negotiate from time to time the various bond issues desired by the Town; it being the intent hereof that Attorneys shall receive a separate fee contract with respect to any services performed regarding municipal bond issues and the like and that the Town shall be free to hire bond counsel as necessary, independent of the Attorneys. Furthermore, in the event that the Town shall enter into contracts with other agencies, public or private, which require the services of Attorneys, then the Attorneys may obtain a special, supplementary or different fee from the third party when the latter will bear the costs of the Town's attorney's fees; these matters to be negotiated between the Town the Attorneys, and any such third party.

4. For the services rendered, the Town shall pay the Attorneys each month, according to monthly statements received from the Attorneys as follows:

a. For all regular services rendered as stated in paragraph 2 above, \$200.00 per hour for Partner time and \$150.00 per hour for associate attorney time, which includes all travel time involving Town business and the hourly time charges of the Attorneys include, but are not necessarily limited to: court appearances, office and

telephone conferences related to the matter, out of office conferences/site visits, legal research, preparation for and attendance at depositions, review of file materials and documents sent or received, preparation for and attendance at trials, hearings, and conferences with other counsel, travel time, and drafting of pleadings, instruments, correspondence and office memoranda.

b. For paralegal or secretarial services, \$50.00 per hour;

c. For special projects of bond issues as stated in paragraph 3 above, as negotiated.

5. For all such services stated in this contract however and whenever performed, the Town shall reimburse the Attorneys for all necessary expenses in connection with their services to the Town, such expense to include, but not be limited to the following: travel at the legal rate according to the laws of the State of Montana, meals, lodging expenses, postage, photocopy charges, long distance telephone calls, investigation fees, filing or other court fees, witness fees, costs of serving legal papers, fees for depositions or expert witnesses, paralegal services, and charges for computer legal research. Such expenses shall be reimbursed along with the attorneys' fees previously stated according to the monthly statements submitted by the Attorneys. Upon request and approval of the Mayor, the Town Attorney shall be compensated for books and printed materials purchased in aid of carrying out its functions under this agreement. The Attorney, upon request and written approval of the Mayor, shall be reimbursed for tuition expenses incurred in attending continuing legal education seminars whose subjects are directly related to the Attorneys function for the Town.

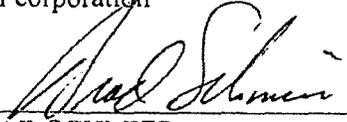
6. Nothing in this Agreement shall be construed as limiting the amount of the fee payable to the Attorneys, where the source of funds for payment is a person, agency, corporation or entity, public or private, other than the Town of West Yellowstone.

7. Pursuant to Section 7-4-4602, MCA, the term of this Agreement shall be for two (2) years from November 20, 2015, unless sooner terminated as provided by the parties or in accordance with the law. The parties agree that either may terminate this contract with 60 days notice to the other party.

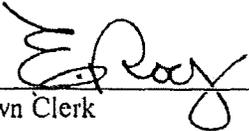
IN WITNESS WHEREOF, THE PARTIES HAVE HERUNTO SET THEIR HANDS TO THIS Agreement the date and year first above written.

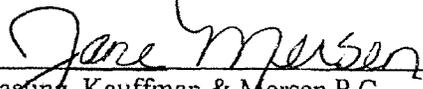
TOWN OF WEST YELLOWSTONE
a municipal corporation

By: _____


BRAD SCHMIER
Mayor

ATTEST:


Town Clerk


Kasting, Kauffman & Mersen P.C.
By: Jane Mersen

WEST YELLOWSTONE TOWN COUNCIL
Town Council Meeting
May 3, 2018

COUNCIL MEMBERS PRESENT: Jerry Johnson, Pierre Martineau, Chris Burke, Greg Forsythe

OTHERS PRESENT: Town Manager Daniel Sabolsky, Fire Chief Shane Grube, Drew Barney, Brian Benike, Chipper Smith, Bill Howell, Randy Wakefield-Fall River Electric, Marc Shepherd, Richard & Teri Gibson

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

Portions of the meeting are being recorded.

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

ACTION TAKEN

- 1) Motion carried to approve the claims, which total \$133,277.59. (Martineau, Burke) Burke abstains from #44382.
- 2) Motion carried to approve the Consent Agenda, which includes the minutes of the April 17, 2018 Town Council Meeting. (Johnson, Martineau)
- 3) Motion carried to approve the business license application for Braeve Construction, LLC made by Brian Benike. (Martineau, Johnson)
- 4) Motion carried to table the first reading of the business license ordinance until the next meeting. (Johnson, Forsythe) Martineau is opposed, motion passes.
- 5) Motion carried to table Resolution No. 709, business license fees. (Johnson, Martineau)

Public Comment Period

Chipper Smith comments that he had heard rumor of the development review group that Sabolsky mentioned earlier and strongly supports that. He also supports acknowledgement and courtesy of notifying the Grizzly Park Architectural Committee or Madison Addition Architectural Committee. He also says that developing a process to issue zoning permits is also a very good idea.

Council Comments

Council Member Jerry Johnson reports that on Saturday, May 12, there will be a celebration of Life for Clyde Whitman. He says that he recently met the owner of Firehouse Subs franchise, a company owned by firemen, and encouraged the Fire Department to apply for their grant program. Forsythe introduces Jeff Hamill, the new editor for the West Yellowstone Star. Chris Burke reports that he just returned from attending the Montana Housing Conference in Butte, where he learned a lot about developing affordable housing, specifically about community land trusts. Pierre Martineau reports on the "tiny homes" project in Bozeman that are being developed by Montana State and HRDC to assist the homeless. He says they are planning to build approximately 100 tiny homes. Forsythe says that considering this is an election year, he thinks that they need to start discussing increasing the resort tax and perhaps they should meet with their local representatives. Johnson reiterates comments he has made before and says that they can't just sit back and wait for someone else to do it, they will need to handle it themselves. The Council agrees that they need to maintain leadership on it, Johnson says they should consider budgeting to hire a lobbyist.

DISCUSSION

- 1) Johnson asks about the attorney fees, noting that the last month's bill was over \$8000. Sabolsky answers that they budgeted \$150,000 for the year and have spent less than \$100,000 so far this budget year. He also explains that the last month was costlier than usual because of court activity and work on the nightly rental ordinance. Johnson asks about the progress Land Solutions on updating the zoning code and subdivision regulations. He also asks about the repairs to the 2018 Dodge Ram and the window replacements at the Union Pacific Dining Lodge.

- 3) Sabolsky says that they have requested that when the applicant gets all the registration and permits from the State, that copies are provided to the Town. Brian Benike explains that he has registered with the Secretary of State and is working on his contractor's license and workers comp, he is attempting to get all his permits and licenses in order before starting jobs.

- 4) Deputy Mayor Greg Forsythe explains that the business license ordinance is on the agenda for first reading this evening. The Council discusses the proposed ordinance. Johnson expresses concern about the statement that includes the lease of residential facilities under the definition of business. The group also discusses the statement that requires a separate business license for every nightly rental. He also says that on the fee resolution, campgrounds should be charged the same amount per site as per hotel room. Burke agrees with Johnson that the language is a little confusing about rentals, but he thinks it is explained well enough. Chipper Smith says that he has some concerns about the document. He says it would be nice if it was clear what changes were made from the current document. He has talked to multiple council members about his concerns. He questions the clarity of the definition of "lodging facility," particularly in reference to home or vacation rentals. He questions the statement that requires all nightly/vacation rental units to have separate business licenses and whether a hotel needs a separate license for every room. He says that he owns a building with five short-term rentals and questions whether he needs five separate rental units. The group discusses the language and multiple suggestions are made to clarify and make clear. Marc Shepherd agrees with the statements made by Smith. He also complains that the changes made from the original ordinance are not clear and considering it is first reading, it should be noted. Shepherd agrees with Smith that it is not right to require separate licenses for each nightly unit. Drew Barney addresses the Council and questions why residential rentals will now be required to purchase a business license. He says it only increases the cost to the owner to provide housing. He also questions why they are charging per unit for residential units. Barney says that he disagrees with the suggestion to differentiate between rental units and employee housing because everyone he rents to is someone's employee. Shepherd says he commends the Town for working on the ordinances but suggests it is time to bring in someone that is an expert in this area. The Council agrees and says they have done that. Following the motion, Richard Gibson points out that considering that they expect to have further discussion about the ordinance, he believes they should table the ordinance before approving first reading. Barney asks the Council Members how they feel about requiring a license for residential rentals. Johnson says he does not think they should, but the rest of the Council does. Forsythe says that this ordinance is important and he believes they should take their time to do it right. Martineau makes a motion, seconded by Burke, to approve the first reading of the ordinance. Forsythe and Johnson are opposed, motion fails. A second motion is passed to table the first reading until the meeting.

- A) **Advisory Board Reports:** Teri Gibson reports on behalf of the Planning Board, which met last week. She says that they discussed an employee housing cabin proposal at Hibernation Station and parking at the new Kelly Inn. Town Manager Dan Sabolsky reports that the Parks & Recreation Advisory Board met last week and reviewed the results of the summer recreation survey and the brochure for this week's program. They have asked Coordinator Brandy Holland to set up a program that would enable her to

send a group text to parents of the children in the program. They also discussed the Capital Improvement Plan including the ice rink, Pioneer Park, Frontier Trail, and casting pond behind the UPDL. Johnson asks about the informal committee that met to discuss improvements to the ice rink. Sabolsky explains that he got some people together that are experienced with ice hockey and rinks and they are just doing some research for the purpose of making recommendations to the Parks & Recreation Board.

- B) **Town Manager's Report:** Town Manager Dan Sabolsky reports that the staff for the Town Office is attending the Municipal Institute in Billings next week. He will remain in the office with assistance from Social Services Assistant Vely Vazquez and Court Clerk Kerry Parker. He reports that they have ordered defibrillators for the Town Hall, Povah Center, UPDL and all police cars. Fire Chief Shane Grube helped them order the units and will provide a refresher for everyone as how to use the units. The units are being funded through a grant from the Yellowstone Foundation save \$3500 from the Town. Both collective bargaining units will vote tomorrow on the proposed contracts and they hope to have the results soon. Town Attorney Jane Mersen has sent a first draft of the nightly rentals ordinance. He reports that staff also met today to work on a commercial building process and zoning permit process. They participated in a conference call with representatives from the Yellowstone Half Marathon today. They are working out the details to make sure collections are handled correctly. The legal services RFP process will be discussed at a work session at the next meeting and hope to make a recommendation at the next meeting. He is meeting with the engineer from the Moonrise Development property tomorrow. They have six applications for summer recreation counselor positions and five applications for seasonal laborers in the Public Services department. On behalf of Public Services Superintendent James Patterson, he reports that the new water production well has been drilled and is looking good. They are recommending drilling a little deeper than originally planned to get very good water flow. His department is also working on grading the alleys, sweeping the streets, and addressing safety concerns in the Town buildings. He also reports that Finance Director Lanie Gospodarek and School Resource Officer Neil Courtis are both in the park this week participating in the Expedition Yellowstone trip with the 6th grade class.
- C) Sabolsky explains that due to some questions from the Planning Board, Town Attorney Jane Mersen prepared a memo explaining that four seats should be town residents and the seat that is designated by the County may be someone that lives outside the town limits. The Council also discusses the procedure they should follow to fill the five positions. The appointments will be made at the next council meeting. They currently have 10 applications for five seats. Chipper Smith questions whether the Town Attorney's interpretation of MCA 76-1-221 regarding the definition of resident freeholder and if that means where the individual resides or if the individual just owns property. The group discusses the question at length. Bill Howell says that he is happy to hear there are so many people interested in serving on the board. He suggests that when they have to decide who will serve one and two year terms, that they just put the names in a hat and draw them out.

The meeting is adjourned. (10:00 PM)

Mayor

ATTEST:

Town Clerk

TOWN OF WEST YELLOWSTONE

PUBLIC HEARING

Ordinance No. 266 Business Licensing

NOTICE IS HEREBY GIVEN that the Town Council of the Town of West Yellowstone will conduct a Public Hearing on **May 14, 2018** regarding Ordinance 266. Ordinance No. 266 regulates business licensing and regulations.

Complete copies of the ordinances are available at the Town Hall, 440 Yellowstone Avenue, West Yellowstone, MT or by email at eroos@townofwestyellowstone.com. The proposed ordinance is also posted on the Town's website: www.townofwestyellowstone.com. The public hearing will be held during the regular Town Council Meeting which begins at 7:00 PM on May 14, 2018. The meeting will take place in the Town Hall, 440 Yellowstone Avenue in West Yellowstone, MT, at which time oral testimony will be taken from the public. Written testimony may be submitted until 5:00 PM on the date of the hearing to the Town Clerk at the Town Hall, by mail to P.O. Box 1570, West Yellowstone, MT 59758, or by email to eroos@townofwestyellowstone.com. For further information contact the Town Offices, 646-7795.

Elizabeth Roos
Town Clerk



ORDINANCE No. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF WEST YELLOWSTONE AMENDING THE WEST YELLOWSTONE TOWN CODE TO AMEND SECTION 5.04 OF THE WEST YELLOWSTONE MUNICIPAL CODE RELATING TO BUSINESS LICENSE REQUIREMENTS

WHEREAS, the Town Council of the Town of West Yellowstone believes that requiring businesses that operate within the Town and surrounding area to obtain business licenses from the Town is in the best interests of the health, safety and welfare of the citizens of West Yellowstone; and

WHEREAS, the Town Council of the Town of West Yellowstone has considered changes to its business license requirements at a public work session on April 17, 2008 and at a public hearing, on May 14, 2018 and has received input from the citizens of the Town and has made the desired and necessary changes to the business license requirements as set out in Exhibit A, attached hereto; and

WHEREAS, the Town Council of the Town of West Yellowstone considered the amendments to Section 5.04 WYMC at an open meeting for a First Reading on May 3, 2018 and again for a Second Reading on May 14, 2018, both meetings being duly noticed as required by Section 7-1-4127, MCA;

NOW THEREFORE, BE IT ORDAINED by the Town Council of the Town of West Yellowstone that the following amendment be made to the municipal code of the Town of West Yellowstone, effectively amending Section 5.04 et. seq West Yellowstone Municipal Code as follows:

Section 1:

The amendments are set out in **Exhibit A**, attached hereto and incorporated herein by reference.

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

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

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

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

Brad Schmier, Mayor/Councilman

Greg Forsythe, Deputy Mayor/Councilman

Pierre Martineau, Councilman

Jerry Johnson, Councilman

Chris Burke, Councilman

ATTEST:

Elizabeth Roos
Town Clerk

Exhibit A

5.04.010 Definitions.

For purposes of this chapter, the following definitions apply:

- A. "Business" means every trade, occupation, profession, vocation, enterprise, nonprofit enterprise, establishment, or activity that is conducted for private profit or benefit and that is not specifically exempted by state law or this chapter. "Business" also includes the lease or rental of commercial facilities or buildings and includes the lease or rental of residential facilities, such as single-family homes, apartments, mobile homes, or condominiums, whether nightly or long-term." Business" excludes temporary or short-term fund-raising activities conducted by a church, school or by a nonprofit civic, fraternal organization or individual under the age of 18.
- B. "Lodging facility" means a residential or commercial building that contains individual sleeping rooms or suites and that provides overnight lodging for compensation for periods less than thirty days. "Lodging facility" includes a hotel, motel, resort, dormitory, inn, condominium, dude ranch, guest ranch, hostel, public lodging house, time share, bed and breakfast facility, home or vacation rental. "Lodging facility" also includes any campground, recreational vehicle or trailer park, or similar facility.
- C. "Location" means an address on a specific lot which is a parcel or plot of land shown as an individual unit of ownership of the most recent plat or other record of subdivision.
- D. "Wholesale merchant" means any person or entity engaged in the business of selling inventory to retailers or otherwise selling for the purpose of resale by another person or entity.

5.04.020 Business license required.

No person, corporation or other entity shall conduct, transact or engage in business of any kind within the Town before first submitting an application, appropriate fee, parking plan, required fire and health inspection documentation and obtaining approval for a business license. Failure to obtain a business license prior to operating a business in the corporate limits of the Town constitutes a violation of this Chapter.—

Multiple residential rental units located on different parcels around town and owned by a single entity may be listed on 1 (one) business license. Parking plans for each location must be submitted with the business license application that have been approved by the Planning Advisory Board and/or Town Council. All nightly/vacation rental units must have a separate business license. Nightly/vacation rentals, even if they are on the same parcel and under the same ownership as a residential rental, must have their own business

license.

5.04.030 Application procedure.

A. Every person, corporation, or other entity applying for a business license under this chapter is subject to regulation, inspection, control, and supervision under the general police power of the Town.

B. Upon receipt of a completed application which includes the business license fee, parking plan and applicable fire code and health department approvals for a new business license, the Town Clerk shall refer the application to appropriate employees of the Town for the purpose of any investigation and inspection of the proposed business. Business license applications must contain all information prescribed or required by the Town and must include a site plan delineating parking for the business or certification of parking in-lieu payment. Business license applications must be signed by both the business owner and, if different, the owner of the real property on which the business will operate. The Town Clerk shall refer investigations to appropriate staff and review for inclusion in the Town Council packet. Completed business license applications shall be approved or denied by the Town Council at the next regularly scheduled Town Council meeting unless the Planning Advisory Board needs additional time to review the parking plan.

C. If one party seeks to transfer a business license to another party and the exact nature and location of the business remains the same, then the Town Clerk, upon payment of the required fee, and an internal review of a current parking plan shall transfer the business license. However, if the party seeking to transfer a business license to another party is delinquent on the obligation to report or pay resort tax under Chapter 3.12 for any business owned by the transferring party, the Town Clerk shall not transfer the business license until all delinquent resort tax, interest, and applicable penalties are paid in full or payment arrangements have been made with the Town.

D. In lieu of a standard business license, an applicant may seek a short-term business license that is reviewed and approved by the Finance Department. A short-term business license is valid for ten (10) calendar days only. All applicable permits and licenses required by other agencies, such as a food purveyor's license from the Gallatin County Health Department or approval from the Grizzly Park Architectural Committee, must be in effect at time of application. The applicant must also provide a site plan for parking review by the Town. Fees for the short-term business license and resort tax bond shall be set by resolution:

E. A business for contracted services that does not maintain an office or permanent residence in West Yellowstone, and whose business is not required to provide parking spaces and that is required to collect resort tax may obtain a business license that is reviewed and approved by the Finance Department without Town

Council approval. Except as modified in this Subsection, this business license is subject to all other provisions in this Chapter concerning a standard business license.

F. Contracted service businesses located in town, that do not have a parking requirement, can be approved by the Finance Department without Town Council approval.

5.04.040 License issued on annual basis.

The Town issues business licenses on an annual basis with the exception of short term licenses. The license period is effective from June 1st to May 31st of the following year. Businesses may renew or purchase a business license from the Town March 1st for the following license year. If an existing business license is renewed after June 30th, a penalty fee will be applied. A new license may be purchased at any time, but all licenses expire May 31st. The Town does not prorate business license fees. _

5.04.050 Fee schedule.

The Town Council shall by resolution set the fee schedule for business licenses, transfers of business licenses, and related fees.

5.04.060 Resort tax bonds.

A. If an applicant for a business license intends to sell any goods or provide services that are subject to the Town's resort tax pursuant to Chapter 3.12, then a resort tax bond in an amount set by resolution must accompany the business license application. The resort tax bond shall be executed by a surety company licensed to do business in Montana. In lieu of a surety bond, the applicant may submit a cash bond of equal value.

B. The bond must be approved by the Town Clerk and must be conditioned upon the applicant's collection and remittance of resort tax in accordance with all requirements of Chapter 3.12. The resort tax bond must remain in full force and effect until four (4) months after the end of the first, full business license year.

C. When an existing business that is subject to resort tax collection pursuant to Chapter 3.12 changes ownership, the new owner must provide a resort tax bond to the Town Clerk in the same manner set forth above.

D. If a business fails to collect, report, and remit the resort tax or otherwise violates the provisions of Chapter 3.12, the Town shall have a right of action on the bond for recovery of any unpaid resort tax, as well as interest, civil penalties and attorney's fees allowed by ordinance or state law. The Town may require a business to post a new or additional resort tax bond if the business fails to timely remit resort tax payments for more than two

consecutive months or for any three months in a twelve-month period. The Town may not renew a business license that has unpaid resort tax outstanding at the time a business licenses must be renewed.

E. After a business has collected and remitted the resort tax in accordance with all provisions of Chapter 3.12 for the first licensing period of business operation, the Town Clerk shall then return the resort tax bond to the business four (4) months after the expiration of the original business license. Failure to remit any resort tax during the term of the initial issuance of a Town business license shall constitute grounds for the Town to retain the bond. (Ord 220 §6 2006)

5.04.065 Expositions and outdoor sales.

A. Notwithstanding the other provisions of this Chapter, any person engaged in the business of conducting an exposition, exhibit or sale of any merchandise or product, including artifacts and art objects, at an outdoor exposition or sale, or at an indoor exposition or bazaar, where two or more persons are gathered together for such purpose shall pay a business license fee as set by resolution.

B. The applicant shall:

1. Submit an application thirty (30) calendar days prior to the event. Application forms shall be obtained from the Finance Department. Exposition licenses shall be issued by the Finance Department after consultation with the Police Department, the Fire Department, the Public Services Department, and the Town Manager. It is recommended that the entity or person organizing or sponsoring the exposition start the licensing process at least thirty (30) calendar days in advance. If the submittal is received by Town at least thirty (30) calendar days in advance of the event, the application may be circulated through intra-departmental mail. However, if it is received less than thirty (30) calendar days prior to the event, a penalty fee of fifty dollars (\$50.00) will be added to the license fee, and the applicant shall be responsible for going individually to the Police, Fire, and Public Services Departments to obtain any necessary approval. Completing those approvals, the applicant must return the application to the Finance Department for review at least five (5) business days before the beginning of the event. The request is then forwarded to the Town Manager for final consideration. It is unlawful to conduct an exposition regulated by this Chapter without a license.

2. Post a resort tax bond in the amount set by resolution. The resort tax bond shall be executed by a surety company licensed to do business in Montana. In lieu of a surety bond, the applicant may submit a cash bond of equal value. If an applicant fails to collect, report, and remit the resort tax in accordance with the provisions of Chapter 3.12. the Town shall have a right of action on the bond for recovery of any unpaid

resort tax, as well as interest, civil penalties and attorney's fees allowed by ordinance or state law. After provisions of Chapter 3.12 have been met, the Town Clerk will return the resort tax bond to the applicant within ninety (90) calendar days.

3. Notify each participant in writing, prior to accepting any application or approving participation in the exposition, bazaar, exhibit or sale, that the participant is responsible for submitting the following on or before the twentieth day of the month following the event to receive the resort tax administrative fee and no later than the last day of the month to avoid a penalty:

- a. A completed Town of West Yellowstone resort tax form; and
- b. A check payable to the Town of West Yellowstone for the three percent resort tax required under the guidelines as specified by Chapter 3.12 of this code.

4. Acquire and keep on file the names, addresses and phone numbers of all participants and further, collect and remit, from each vendor, the completed resort tax form and payment due.

C. The provisions of this Section do not require additional licenses for merchants or vendors participating in such events when all of the participants are regularly licensed under other provisions of this Chapter. Events sponsored by nonprofit organizations where the merchandise is non-business-related personal property sold by individuals not regularly engaged on a full-time or part-time basis in the business of selling, manufacturing or distributing such merchandise are not required to obtain a business license.

D. Applicants may file an appeal with the Town Council for a reduction or waiver of license fees and bond requirements.

5.04.070 Interstate commerce.

Nothing contained in this Chapter is intended to operate so as to interfere with the power of the Congress of the United States to regulate commerce between states.

5.04.080 Unlawful activities not licensed.

This Chapter may not be construed to allow licensing of any business or activity that is prohibited by any law of the United States, the State of Montana or the Town. It is unlawful for any person or entity to sell merchandise, goods, or services of any kind, or solicit orders for merchandise, goods, or services, on any street, alley, sidewalk or other public place in the Town, except as permitted in Section 5.20.030.

5.04.090 Business license revocation.

The Town may revoke a business license under the following circumstances:

- A. Failure to report or remit resort tax by payment deadlines detailed in Section 3.12.060;
- B. The violation of any provision of Chapter 3.12 concerning resort tax;
- C. The violation of any provision of this Chapter concerning business licenses;
- D. Misrepresentation of ownership, nature of business, or any material fact on a business license application;
- E. The violation by the business of any other provision of the West Yellowstone Municipal Code. (Ord. 233 §2, 2007)

5.04.100 License revocation procedure.

- A. A business license may be revoked for any violation of this Chapter, including those specified in Section 5.04.090. A business license may be revoked either by order of the Town Judge or by an administrative order by the Town Manager.
- B. If the Town Manager determines that the Town has valid grounds to revoke a business license, the Town Manager must notify the business in writing of these grounds at least ten (10)-business days before issuing an administrative order revoking a business license. The notice must also inform the business that it has ten (10) business days from the date of the notice to provide the Town with any documents or information contesting the stated grounds for revocation. After reviewing all pertinent documents and information, including any submittal by the business contesting the stated grounds, the Town Manager may issue an administrative order revoking a business license if determines that the business has committed any violation of this Chapter, including those specified in Section 5.04.090.
- C. A business may appeal an administrative order by the Town Manager revoking its business license by filing a written notice of appeal with the Town Clerk within ten calendar days after the date of the administrative order. The administrative order of revocation is stayed during any appeal to the Town Business License Review Board. The Business License Review Board shall consist of the Finance Director (or designee), the Mayor (or designee) and a member of the Town Council other than the Mayor. The Business License Review Board will conduct an investigation of the circumstances resulting in the administrative order to revoke the business license within fifteen (15) business days. The business may present any relevant evidence contesting the administrative order of revocation by the Town Manager as part of the investigation. After hearing and reviewing all relevant evidence,

the ~~Business License Review Board~~ may uphold, overturn, or modify the administrative order of revocation by the Town Manager.

D. A business may make a final appeal on the decision of the Business License Review Board by filing a written notice of appeal with the Town Clerk within ten (10) calendar days after the date of the decision. The appeal will be placed on the agenda of the next Council meeting. After hearing and reviewing all relevant evidence, the Town Council may uphold, overturn, or modify the decision by the ~~operations~~ Business License Review Board. All revoked business licenses will be subjected to a reinstatement fee. (Ord. 223 §1, 2007)

5.04.110 Violations--Penalties.

Violation of this Chapter is a municipal infraction subject to the provisions of Sections 7-1-4150 through 7-1-4152, MCA. In addition to any civil penalty ordered by virtue of a municipal infraction, the Town Judge may enter a civil judgment against the defendant for the amount of the license found due and unpaid and may issue an order revoking a defendant's business license.

Exhibit A

5.04.010 Definitions.

For purposes of this chapter, the following definitions apply:

- A. "Business" means every trade, occupation, profession, vocation, enterprise, nonprofit enterprise, establishment, or activity that is conducted for private profit or benefit and that is not specifically exempted by state law or this Chapter. "Business" also includes the lease or rental of commercial facilities/buildings and includes the lease or rental of residential facilities, such as single-family homes, apartments, mobile homes, or condominiums, whether nightly or long-term." Business" excludes temporary or short-term fund-raising activities conducted by a church, school or by a nonprofit civic, fraternal organization, or individual under the age of 18.

- B. "Lodging facility" means a residential or commercial building that contains individual sleeping rooms or suites and that provides overnight lodging for compensation for periods less than thirty (30) days. "Lodging facility" includes a hotel, motel, resort, dormitory, inn, condominium, dude ranch, guest ranch, hostel, public lodging house, time share, bed and breakfast facility, or nightly rental. "Lodging facility" also includes any campground, recreational vehicle or trailer park, or similar facility.

- C. "Location" means an address on a specific lot which is a parcel or plot of land shown as an individual unit of ownership on the most recent plat or other record of subdivision.

- D. "Wholesale merchant" means any person or entity engaged in the business of selling inventory to retailers or otherwise selling for the purpose of resale by another person or entity.

5.04.020 Business license required.

No person, corporation or other entity shall conduct, transact or engage in business of any kind within the Town before first submitting an application, appropriate fee, parking plan, required fire and health inspection documentation and obtaining approval for a business license. Failure to obtain a business license prior to operating a business within the corporate limits of the Town constitutes a violation of this Chapter.

Multiple residential rental units located on different parcels around Town and owned by a single entity may be listed on one (1) business license. Parking plans for each location must be submitted with the business license application that have been approved by the Planning Board. All nightly rental units must

have business license. Nightly rentals and residential rentals, even if they are on the same parcel and under the same ownership, must be on separate business licenses.

5.04.030 Application procedure.

A. Every person, corporation, or other entity applying for a business license under this Chapter is subject to regulation, inspection, control, and supervision under the general police power of the Town.

B. Upon receipt of a completed application which includes the business license fee, parking plan and applicable fire code and health department approvals for a new business license, the Town Clerk shall refer the application to appropriate employees of the Town for the purpose of any investigation and inspection of the proposed business. Business license applications must contain all information prescribed or required by the Town and must include a site plan delineating parking for the business or certification of parking in-lieu payment. Business license applications must be signed by both the business owner and, if different, the owner of the real property on which the business will operate. The Town Clerk shall refer investigations to appropriate staff for review and inclusion in the Town Council packet. Completed business license applications shall be approved or denied by the Town Council at the next regularly scheduled Town Council meeting unless the Planning Board needs additional time to review the parking plan.

C. If one party seeks to transfer a business license to another party and the exact nature and location of the business remains the same, then the Town Clerk, upon payment of the required fee and an internal review of a current parking plan, shall transfer the business license. However, if the party seeking to transfer a business license to another party is delinquent on the obligation to report or pay resort tax under Chapter 3.12 for any business owned by the transferring party, the Town Clerk shall not transfer the business license until all delinquent resort tax, interest, and applicable penalties are paid in full or payment arrangements have been made with the Town.

D. In lieu of a standard business license, an applicant may seek a short-term business license that is reviewed and approved by the Finance Department. A short-term business license is valid for ten (10) calendar days only. All applicable permits and licenses required by other agencies, such as a food purveyor's license from the Gallatin County Health Department or approval from the Grizzly Park Architectural Committee, must be in effect at time of application. The applicant must also provide a parking site plan for review by the Town. Fees for the short-term business license and resort tax bond shall be set by resolution.

E. A business for contracted services that does not maintain an office or permanent residence in West Yellowstone, and whose business is not required to provide parking spaces, but is required to collect resort tax,

may obtain a business license that is reviewed and approved by the Finance Department without Town Council approval. Except as modified in this Subsection, this business license is subject to all other provisions in this Chapter concerning a standard business license.

F. Contracted service businesses located in town, that do not have a parking requirement, can be approved by the Finance Department without Town Council approval.

5.04.040 License issued on annual basis.

The Town issues business licenses on an annual basis with the exception of short-term licenses. The license period is effective from June 1st to May 31st of the following year. Businesses may renew or purchase a business license from the Town after March 1st for the following license year. If an existing business license is renewed after June 30th, a late fee will be applied. A new license may be purchased at any time, but all licenses expire May 31st. The Town does not prorate business license fees.

5.04.050 Fee schedule.

The Town Council shall by resolution set the fee schedule for business licenses, transfers of business licenses, and related fees.

5.04.060 Resort tax bonds.

A. If an applicant for a business license intends to sell any goods or provide services that are subject to the Town's resort tax pursuant to Chapter 3.12, then a resort tax bond in an amount set by resolution must accompany the business license application. The resort tax bond shall be executed by a surety company licensed to do business in Montana. In lieu of a surety bond, the applicant may submit a cash bond of equal value.

B. The bond must be approved by the Town Clerk and must be conditioned upon the applicant's collection and remittance of resort tax in accordance with all requirements of Chapter 3.12. The resort tax bond must remain in full force and effect until four (4) months after the end of the first, full business license year.

C. When an existing business that is subject to resort tax collection pursuant to Chapter 3.12 changes ownership, the new owner must provide a resort tax bond to the Town Clerk in the same manner set forth above.

D. If a business fails to collect, report, and remit the resort tax or otherwise violates the provisions of Chapter 3.12, the Town shall have a right of action on the bond for recovery of any unpaid resort tax, as well as interest,

civil penalties and attorney's fees allowed by ordinance or state law. The Town may require a business to post a new or additional resort tax bond if the business fails to timely remit resort tax payments for more than two (2) consecutive months or for any three (3) months in a twelve month period. The Town may not renew a business license that has unpaid resort tax outstanding at the time a business licenses must be renewed.

E. After a business has collected and remitted the resort tax in accordance with all provisions of Chapter 3.12 for the first licensing period of business operation, the Town Clerk shall then return the resort tax bond to the business four (4) months after the expiration of the original business license. Failure to remit any resort tax during the term of the initial issuance of a Town business license shall constitute grounds for the Town to retain the bond. (Ord 220 §6 2006)

5.04.065 Expositions and outdoor sales.

A. Notwithstanding the other provisions of this Chapter, any person engaged in the business of conducting an exposition, exhibit or sale of any merchandise or product, including artifacts and art objects, at an outdoor exposition or sale, or at an indoor exposition or bazaar, where two or more persons are gathered together for such purpose shall pay a business license fee as set by resolution.

B. The applicant shall:

1. Submit an application thirty (30) calendar days prior to the event. Application forms shall be obtained from the Finance Department. Exposition licenses shall be issued by the Finance Department after consultation with the Police Department, the Fire Department, the Public Services Department, and the Town Manager. It is recommended that the entity or person organizing or sponsoring the exposition start the licensing process at least thirty (30) calendar days in advance. If the submittal is received by Town at least thirty (30) calendar days in advance of the event, the application may be circulated through intra-departmental mail. However, if it is received less than thirty (30) calendar days prior to the event, a penalty fee of fifty dollars (\$50.00) will be added to the license fee, and the applicant shall be responsible for going individually to the Police, Fire, and Public Services Departments to obtain any necessary approval. Completing those approvals, the applicant must return the application to the Finance Department for review at least five (5) business days before the beginning of the event. The request is then forwarded to the Town Manager for final consideration. It is unlawful to conduct an exposition regulated by this Chapter without a license.

2. Post a resort tax bond in the amount set by resolution. The resort tax bond shall be executed by a surety company licensed to do business in Montana. In lieu of a surety bond, the applicant may submit a

cash bond of equal value. If an applicant fails to collect, report, and remit the resort tax in accordance with the provisions of Chapter 3.12. the Town shall have a right of action on the bond for recovery of any unpaid resort tax, as well as interest, civil penalties and attorney's fees allowed by ordinance or state law. After provisions of Chapter 3.12 have been met, the Town Clerk will return the resort tax bond to the applicant within ninety (90) calendar days.

3. Notify each participant in writing, prior to accepting any application or approving participation in the exposition, bazaar, exhibit or sale, that the participant is responsible for submitting the following on or before the twentieth day of the month following the event to receive the resort tax administrative fee and no later than the last day of the month to avoid a penalty:

- a. A completed Town of West Yellowstone resort tax form; and
- b. A check payable to the Town of West Yellowstone for the three percent resort tax required under the guidelines as specified by Chapter 3.12.

4. Acquire and keep on file the names, addresses and phone numbers of all participants and further, collect and remit, from each vendor, the completed resort tax form and payment due.

C. The provisions of this Section do not require additional licenses for merchants or vendors participating in such events when all of the participants are regularly licensed under other provisions of this Chapter. Events sponsored by nonprofit organizations where the merchandise is non-business-related personal property sold by individuals not regularly engaged on a full-time or part-time basis in the business of selling, manufacturing or distributing such merchandise are not required to obtain a business license.

D. Applicants may file an appeal with the Town Council for a reduction or waiver of license fees and bond requirements.

5.04.070 Interstate commerce.

Nothing contained in this Chapter is intended to operate so as to interfere with the power of the Congress of the United States to regulate commerce between states.

5.04.080 Unlawful activities not licensed.

This Chapter may not be construed to allow licensing of any business or activity that is prohibited by any law of the United States, the State of Montana or the Town. It is unlawful for any person or entity to sell merchandise,

goods, or services of any kind, or solicit orders for merchandise, goods, or services, on any street, alley, sidewalk or other public place in the Town, except as permitted in Section 5.20.030.

5.04.090 Business license revocation.

The Town may revoke a business license under the following circumstances:

- A. Failure to report or remit resort tax by payment deadlines detailed in Section 3.12.060;
- B. The violation of any provision of Chapter 3.12 concerning resort tax;
- C. The violation of any provision of this Chapter concerning business licenses;
- D. Misrepresentation of ownership, nature of business, or any material fact on a business license application;
- E. The violation by the business of any other provision of the West Yellowstone Municipal Code. (Ord. 233 §2, 2007)

5.04.100 License revocation procedure.

- A. A business license may be revoked for any violation of this Chapter, including those specified in Section 5.04.090. A business license may be revoked either by order of the Town Judge or by an administrative order by the Town Manager.
- B. If the Town Manager determines that the Town has valid grounds to revoke a business license, the Town Manager must notify the business in writing of these grounds at least ten (10) business days before issuing an administrative order revoking a business license. The notice must also inform the business that it has ten (10) business days from the date of the notice to provide the Town with any documents or information contesting the stated grounds for revocation. After reviewing all pertinent documents and information, including any submittal by the business contesting the stated grounds, the Town Manager may issue an administrative order revoking a business license if the business has committed any violation of this Chapter, including those specified in Section 5.04.090.
- C. A business may appeal an administrative order by the Town Manager revoking its business license by filing a written notice of appeal with the Town Clerk within ten (10) business days after the date of the administrative order. The administrative order of revocation is stayed during any appeal to the Town Business License Review Board. The Business License Review Board shall consist of the Finance Director (or designee), the Mayor (or designee) and a member of the Town Council other than the Mayor. The Business

License Review Board will conduct an investigation of the circumstances resulting in the administrative order to revoke the business license within fifteen (15) business days. As part of the investigation, the business may present any relevant evidence contesting the administrative order of revocation by the Town Manager. After hearing and reviewing all relevant evidence, the Business License Review Board may uphold, overturn, or modify the administrative order of revocation by the Town Manager.

D. A business may make a final appeal on the decision of the Business License Review Board by filing a written notice of appeal with the Town Clerk within ten (10) calendar days after the date of the decision. The appeal will be placed on the agenda of the next regularly scheduled Council meeting. After hearing and reviewing all relevant evidence, the Town Council may uphold, overturn, or modify the decision by the Business License Review Board. All revoked business licenses will be subjected to a reinstatement fee. (Ord. 223 §1, 2007)

5.04.110 Violations--Penalties.

Violation of this Chapter is a municipal infraction subject to the provisions of Sections 7-1-4150 through 7-1-4152, MCA. In addition to any civil penalty ordered by virtue of a municipal infraction, the Town Judge may enter a civil judgment against the defendant for the amount of the license found due and unpaid and may issue an order revoking a defendant's business license.

RESOLUTION 709

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF WEST YELLOWSTONE SETTING BUSINESS LICENSE FEES

WHEREAS the Town of West Yellowstone requires that all businesses operating within the corporate limits of the Town must obtain a business license, and

WHEREAS the business license provides Town of West Yellowstone with an effective and efficient means of tracking business activities and determining the names and locations of businesses collecting resort tax, and

WHEREAS the business license application allows Town of West Yellowstone to review the parking impact of various businesses within the Town, and

WHEREAS the Town Council of the Town of West Yellowstone seeks to capture the administrative costs associated with the issuance and monitoring of business licenses, and

NOW THEREFORE, BE IT RESOLVED that the Town Council of the Town of West Yellowstone, County of Gallatin, in the State of Montana establishes the following business license fees:

- A. The basic business license fee for all business, unless otherwise stated herein, or provided by law, shall be the sum of fifty (50) dollars;
- B. Any business license may be transferred for a twenty-five (25) dollar fee unless the transfer takes place at the beginning of a new business license year;
- C. Hotels and motels: the basic fee plus three (3) dollars for each unit
- D. Nightly or Long-term rentals of condominiums, house rentals, rooming houses, apartments, time share units, residential motels, vacation rentals, and mobile home parks: the basic fee plus three (3) dollars for each unit;
- E. Campgrounds and recreational vehicle parks: the basic fee plus three (3) dollars for each unit;
- F. Bars, taverns and lounges serving/selling alcoholic beverages: the basic fee plus all-purpose beverage license of two hundred fifty (250) dollars;
- G. Beer and wine license: fifty (50) dollars;
- H. Supermarkets: one hundred (100) dollars;
- I. Restaurants: under fifty seats, fifty (50) dollars; over fifty seats, one hundred (100) dollars;
- J. Rental equipment establishments: the basic fee plus one (1) dollar for each unit: snowmobiles, motor bikes, recreational vehicles, mini bikes, and cars. Bicycle rentals are basic fee only;
- K. Wholesalers and freight delivery companies not based in West Yellowstone: basic fee;
- L. Contractors: basic fee;

- M. Multiple business license: Multiple businesses under single ownership at a single address: basic fee plus twenty-five (25) dollars for each additional business;
- N. Banks: one hundred (100) dollars;
- O. Communications companies including but not limited to telephone companies, cable television providers, satellite television providers and internet service providers: one hundred (100) dollars;
- P. Daycare centers: basic fee;
- Q. Commercial space rentals such as business space or storage rentals: the basic fee;
- R. Business License Reinstatement fee: fifty (50) dollars plus cost of business license;
- S. Short Term business license: basic fee
- T. Events:
 - a. Event Fee: Twenty-five (25) dollars plus twenty-five (25) dollars per vendor;
 - b. Late Application Fee: fifty (50) dollars.
- U. Occupations licensed by the State of Montana such as but not limited to hairdressers, barbers, chiropractors, veterinarians, certified public accountants, master plumbers, master electricians, licensed massage therapists, fishing or hunting guides, and other occupations listed on the Secretary of State's website: a no-fee license. License applications must still be submitted for parking plan approval if applicable.
- V. Bonds required:
 - a. Resort Tax: \$500.00;
 - b. Short-term Business License Bond: \$500.00;
 - c. Special Event/Exposition Bond: \$1,500.00.

PASSED AND ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF WEST YELLOWSTONE THIS 3rd DAY OF MAY 2018.

Mayor

Council Member

Council Member

Council Member

Council Member

ATTEST:

Town Clerk

TOWN OF WEST YELLOWSTONE

PUBLIC HEARING Variance Request, Permitted Use Hibernation Station, 212 Grey Wolf Ave.

NOTICE IS HEREBY GIVEN that the West Yellowstone Town Council serving as the Board of Adjustments will conduct a Public Hearing **Monday, May 14, 2018** in the West Yellowstone Town Hall, 440 Yellowstone Avenue, West Yellowstone, Montana. The purpose of the public hearing will be to consider a variance request from Section 17.23.020 of the West Yellowstone Municipal Code made by Hibernation Station. The property is located in the B-4, Expanded Business District, of the Grizzly Park Subdivision. The request is to allow a variance to the permitted uses of that zone. The applicant is requesting permission to build a 20' by 40' cabin to be used as employee housing.

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

Elizabeth Roos
Town Clerk



REQUEST FOR VARIANCE

Town of West Yellowstone
Gallatin County, Montana

DATE: 04/30/2018
APPLICANT: Hibernation Station
ADDRESS: 212 Grey Wolf Ave West Yellowstone
PHONE: 406-646-4200
INTEREST IN PROPERTY: General Manager

OWNER OF RECORD'S SIGNATURE: [Signature]

1. LEGAL DESCRIPTION:

Subdivision: Grizzly Park Addition
Block: 4 Lot: 14
Zoning District Number: B-4

2. Section, Part, and Paragraph of the Zoning Ordinance that you are applying for a variance from: 17.23.020 Permitted Uses

3. Request for Variance is related to: Yard _____
Height _____
(Mark All that Apply) Use _____
Parking _____
Other _____

4. Please state specifically the change(s) proposed and the reason(s) such changes are necessary See Attachment

5. Application Fee: \$75.00 Paid ck # 2288 Date 4/30/18 2.

[Signature]
Signature of Applicant
4/30/2018
DATE

For Office Use Only:
DECISION BY TOWN COUNCIL
Approved Disapproved

Mayor/Operations Manager
DATE



The Hibernation Station 212 Gray Wolf Avenue West Yellowstone, MT 59758
1-800-580-3557 • 406-646-4200 Fax: 406-646-7060 www.HibernationStation.com

Date: April 30, 2018

To Whom It May Concern,

The following variance application is for a request of housing for employees. Currently housing is not listed as a permitted use under section 17.23.020. Hibernation Station would like to construct a cabin which is (40'x20'), this unit will be used solely for employee housing.

We will be disconnecting the majority of our sprinkler systems throughout the property, in order to conform with the city moratorium.

Sincerely,

Travis Mann

General Manager





Hibernation Station (Cabin 51)

The owner / builder are responsible for acquiring an engineer to size structural members. If engineering is not done then the owner / builder is liable for the structural members.

These plans are to be used only for the people and place stated. These plans may not be used without the written permission from :
Yellowstone Log Homes L.L.C.

These plans were prepared by a designer who is not an engineer and expressly disclaims any liability for errors or omissions of any kind which may exist herein. The user of these plans assumes all liability for the accuracy, including verification of all dimensions, compliances with any and all governing codes, and covenants having jurisdiction over the site of construction and determining any modifications necessary to meet actual site conditions. The selection of correct structural materials and the application of architectural principles is a precise art, the responsibility for which rests with the builder, the owner, and or the user of these plans.

Plan renderings and elevation views shown may not reflect actual site conditions. please refer to builder/contractor for site conditions and what actually will be required and supplied for your construction site, such as the following: (landscape, grade, stairs, sidewalks, concrete slabs and retaining walls, etc.)

These plans have been designed for logs that are manufactured & supplied by Yellowstone Log Homes L.L.C. and authorized Dealers. No other logs are considered suitable.



280 N. Yellowstone Hwy.
Bigby, ID 83442
Ph: 208-745-5108 Fax: 208-745-8625
www.yellowstoneloghomes.com

Draftsman:
#CAD Technician Full Name

Project Info:
Hibernation Station
(Cabin 51)
© YELLOWSTONE LOG HOMES L.L.C.

Revisions:

Plot Date: 2/21/18

Sheet: T-1

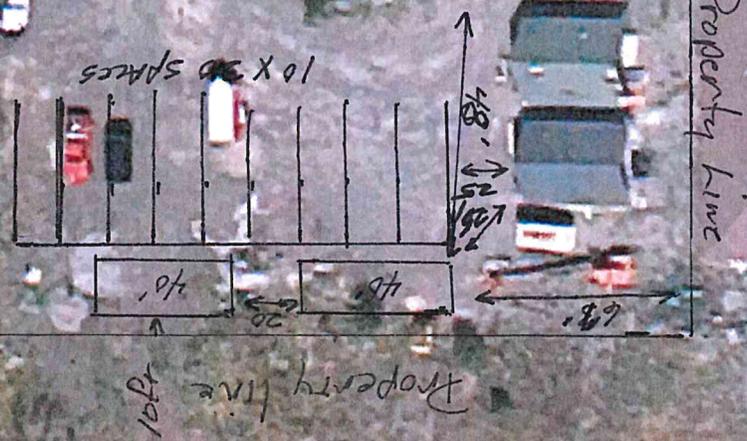
Gray Wolf Ave

Gray Wolf Ave

Imagery ©2018 Google, Map data ©2018

Google

Hibernation Station Cabins



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

Event or Project Applicant: Black Mountain Productions

Event or Project Name: Music in the Park Series

Date Submitted: 4.20.18

Date Approved by MAP Fund Advisory Board: 5.10.18

Requested Amount: \$17,500.00

Approved Amount: \$17,500.00

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: Black Mountain Productions

Event or Project Contact Person: Don Perry

Address: PO Box 875, West Yellowstone MT, 59758

Phone: 406-646-4074

Email: yellowstoneautomotive@yahoo.com

Application Submission Date: April 20, 2018

Event or Project Information

Event or Project Name: "Music in the Park" Series

Location of Event or Project: Pioneer Park

Date(s) of Event or Project: July – August, 2018

Estimated Total Event or Project Cost: \$31,525.00

MAP Fund Amount Requested: \$17,500.00

Section 1 Proposed Event or Project Summary

Black Mountain Productions is a non-profit 501(c)(3) organization whose goal is to bring family oriented live entertainment to West Yellowstone. Black Mountain Products owns its own equipment, stage and extensive sound system. Our main focus has been live music in the City Park. We organize other social functions within West Yellowstone and provide our equipment for other events.

The "Music in the Park" series began in the summer of 2006 through the efforts of Black Mountain Productions and local support. The positive response from local and summer residents, visitors, employees, and businesses continues to reinforce the value of this event.

The Town of West Yellowstone and West Yellowstone Foundation worked with Black Mountain Productions in 2017 to purchase a mobile stage. A committee was formed to assist with planning, logistics, and financing productions in hopes of increasing this on-going event and making it an even more popular destination event, eventually extending into our shoulder seasons.

We are asking for a total of \$17,500.00 for assistance with: \$5,000.00 for marketing and advertising promotion (see detail under Marketing section), and \$12,500.00 for assistance with securing and payment of the bands/entertainment (see detail in band descriptions).

Section 2 Proposed Timeline

The excitement with the arrival of the new stage, generated multiple requests for more concerts. This year, we we are planning six (6) events, starting June 9 for the Half Marathon weekend, followed by the Annual July 4th concert, and stand-alone productions July 21, Aug. 4, Aug TBD, and the final event on August. 18th. The 4th of July adds to existing events and is the most highly attended event. The June 9 and Aug. 4 concerts will also happen in conjunction with event weekends with a goal of attracting more attendance for all activities.

We have also been approached by a hot air balloon company in Bozeman to offer stationary rides (tethered to the ground, but going up and coming back down in a designated area) for the July concert. We are still checking on logistics and cost of this possible addition.

At this point, we are still finalizing and negotiating with the bands. This schedule is subject to change. We work hard to get the best pricing possible when booking bands by looking for bands that are already on tour going through our area or attending regional festivals, or simply want to visit Yellowstone and Montana and are willing to fit us in at a reasonable rate. Our **current** schedule includes:

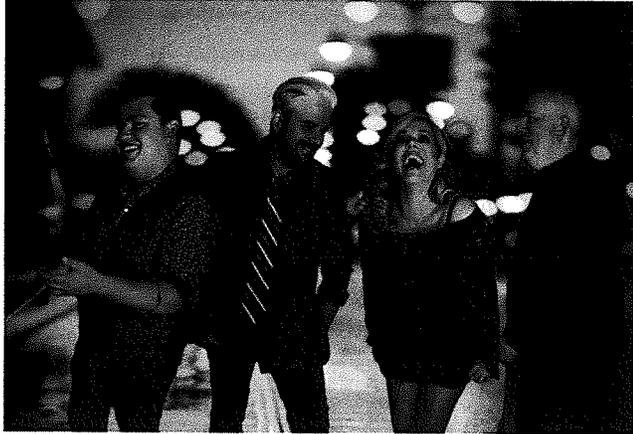
June 9th: Local Bands @ approximately \$1,500

This concert will be an enhancement to the Half Marathon event weekend. It is not connected to the Half Marathon, but a stand along event. It is also a precursor to our larger concerts happening later this season.

July 4th: Local/Regional Musicians followed by Evening band - Slamabama

@approximately \$3,500 + \$1,000 for openers

Slamabama is a return favorite for West Yellowstone's Annual Celebration. Last year, the band posted a video to Facebook that went viral, showing the crowd and community. We re-shared that content for added exposure. This earned media is invaluable.



From the first note to the last encore, the energy and intensity of SLAMABAMA will have your undivided attention. On the verge of breaking out, these 4 musicians' incomparable stage presence can only be described as a uniquely perfect blend of Sugarland and Van Halen. They have built a reputation of unequaled stamina on-stage as they seamlessly go from one song to the next without wasting time. They always keep the energy and fun moving toward an out of control pace for an intense concert experience for all. Be prepared to join in the fun when you sing along to all of your favorites and be blown away by how much you love the original music from their 2 successful album releases. A SLAMABAMA show is both an entertaining and interactive music experience seldom seen in live music today.

July 21st: Randy McAllister

**@approximately \$3,500
+ \$1,000 for openers**

Roustabout, maverick, spiritual, gritty, amazing, genius, wild, bad-ass, soulful... These are some of the words used to describe this Texas bonafide blue blood. A much revered, singer, songwriter, harmonica player and drummer. East Texas roadhouse soul by one of America's true blues/roots originals.



One of the most versatile bluesmen in Texas, Randy plays driving drums and world-class harmonica, writes incredible songs and sings like no one else.

August 4: Tessie Lou & the Shotgun Stars (touring band)

@approximately \$4,000

Country/Americana/American Roots/Bluegrass

Tessy Lou and the Shotgun Stars spent a month of Sundays at the Pony Bar in Pony, Montana. Bryan Paugh fiddle, Mike Singer banjo, Kenny Williams Doghouse Bass, and Tessy Lou Williams sweet vocals and guitar born to sing the songs that tell



the story of life lived in a west. "C'mon Boys!" was the rallying cry as the band worked it's magic for all that were lucky enough to be part of real yahoo time in a by God Montana bar.

August TBD: Suzie Bogguss

@approximately \$3,000

Country. Some of Suzy's accomplishments include ten albums for Capitol Records, one of which has been certified platinum and three others, gold. Eight of her singles have cracked country music's top 5. Suzy is the recipient of a GRAMMY award (for Best Traditional Folk Album as a part of Beautiful Dreamer: The Songs of Stephen Foster) as well as several awards from the Academy of Country Music, The Country Music Association, CMT, and ASCAP. Her songs have been heard on television shows and in commercials. She has performed on many national television shows including: In Performance At The White House (PBS), A Capitol 4th (PBS), Austin City Limits, The Tonight Show with Jay Leno, Live With Regis And Kelly, and The View. Suzy is a frequent guest on National Public Radio's A Prairie Home Companion with Garrison Keillor. In 2011 Suzy released American Folk Songbook a 17 song CD and hardcover book with stories and sheet music, available online and nationally at Cracker Barrel Old Country Stores.



August 18: Solidarity Service & AD and the Mystery Machine

@approximately \$3,200

Aaron Davis & the Mystery Machine: Native to Kentucky and based in Jackson Hole, Wyoming since 2001, Davis is a vocalist, multi-instrumentalist, engineer/producer, and co-founder of decade long Americana touring band Screen Door Porch and the multi-act WYAmericana Caravan Tour. He's also the founder of five-piece blues-rock outfit Boondocks, curator of the monthly concert series Songwriter's Alley, and engineers recording projects from his own Three Hearted Studio in Hoback.



Solidarity Service: Funky rock and reggae! Solidarity Service is a big band with a big sound. Featuring the songwriting of Mike DeJaynes, lush and lovely harmonies, and a groovin' rhythm section, Solidarity Service is guaranteed to fill the dance floor. Conscious lyrics and poly rhythmic poetry, crazy covers and well-crafted originals, Solidarity Service has that too.

Pre-Event Planning:

April - May - June

- Determine band availability and efficiencies such as which bands can stop here on their way to another venue to reduce cost.
- Fund raising, grant writing, and marketing strategies.

- Working with Town of West Yellowstone on venue and organizations on insurance, co-promotion, and food/beverage booths.
- Contact local businesses for financial assistance

June

- Finalize schedules, bands, equipment, insurance, permits, and volunteers for set-up.
- Initial publicity and promotion.
- Determine advertising schedules, creative, and placement.
- Work with bands on co-promotion.

July-August

- Logistics for each show
- Each show takes a minimum of eight people working for 18 to 20 hours per event. Man hours include setup and tear down of stage equipment, canopies, and clean-up of venue grounds and concessions areas.
- We also provide our own security to alleviate the added duties of our local police. All "Music in the Park" events will take place at Pioneer Park, more commonly known as the City Park. Setup generally begins around 8:00 AM the morning of the show. Music will start between 6:00-7:00 PM and will be completed by 10:00 PM. The stage & equipment is removed by 12:00 noon the following day, unless needed for another event the following night.
- We work closely with the Town of West Yellowstone Public Works Department to coordinate these logistics.
- Advertising and promotion underway
- Work with organizations involved with the events

Section 3 Proposed Budget

Please refer to the budget detail in Addendum One.

We are working hard to increase revenues and reduce expenditures. The collaboration with the Town of West Yellowstone for rental of the portable stage, designated funds can be used in the future for maintenance and logistics. A free event as an added amenity to visitors is the real draw, as it is in other communities like Big Sky and Bozeman. As the series evolves and grows in attendance, recognition, and vendors, we hope other avenues of funding will become available.

Please note:

- We are again planning to use our volunteer laborers for stage setup, event security, book keeping, and marketing assistance. We do pay for professional services as required and some volunteer lunches.
- We are working with a supplier to get our lighting at cost.
- In the past we were able to receive donated rooms for the bands from lodging properties. We will ask again this summer, but with the high occupancy this may be difficult to obtain.
- We will be going directly to businesses that have not been involved in the past asking for their help with volunteers or financial or in-kind contributions.

Section 4: Publicity, Promotion, Marketing

- **Posters:**
We would like to produce a printed (and electronic version) of the "Music in the Park" series poster with a full season schedule and information on the various music groups. These posters would be distributed around West Yellowstone and the surrounding area, including Island Park, Big Sky, and Belgrade/Bozeman.
- **Flyer/information sheet:**
We would create a one-page, easy-to-read information flyer that would be distributed to employees at local businesses, and could be used for reference throughout the entire summer.
- **Event listings and ads:**
We would list our schedule on free calendar of events including the West Yellowstone Chamber events calendar, the Island Park Journal calendar, the Big Sky Weekly calendar, and This Week (Bozeman/Belgrade) calendars. We would also place small black and white ads with the full summer schedule in local and area newspapers (West Yellowstone News, Big Sky Weekly, Island Park Journal, and Madisonian) where the cost would be low. The final placement budget will be determined by grant awards and contributions from local businesses.
 - By publishing the entire series schedule, we would be able to push the entire series and encourage repeat visitors, as well as raise local awareness.
 - With this grant funding, we would also take out digital ads (banners and on-line event listings) in the BoZone and Lively Times which are regional newspapers with a strong music following where their readers choose a travel destination based on concerts. We would also provide information for editorial features.
- **Social Media:**
We will promote our events on Facebook through our own page, "Free Music in the Park BMP," and working with the West Yellowstone Chamber and TBID to provide materials for posts on their Facebook and other social media platforms. We will work with local businesses to cross promote the series on their social media sites by providing a series of pre-made Facebook posts, Twitter tweets, and photographs.

Additionally, we will work with the bands to promote the events and West Yellowstone. By posting dates and information on their Facebook, Twitter, and Instagram pages we can reach their followers, broaden our reach throughout Montana and neighboring states, without any additional cost.

News releases and editorial content: We will submit news releases about the series and about individual events to regional newspapers. We are asking the West Yellowstone Chamber to help promote the series with "news stories" on their website and inclusion in any news releases they create about summer events and distributed information for summer visitors.

- **Websites:**

We are asking the WY TBID to update last year's landing page off of www.yellowstonedestination.com with a full schedule. We will work with the West Yellowstone Chamber Marketing Director to add event listings, special news stories, and other content to that website.

- We will also ask each band to post information on their respective websites including links back to West Yellowstone websites for lodging and West Yellowstone information.

See the detailed marketing breakout attached.

Section 5 Application Review Criteria

- ***What are the economic, cultural, social and/or aesthetic impacts and benefits of your event or project on visitors, residents, businesses, organizations or other interests in the community and surrounding area?***

It is no longer enough just to be a "community on the border of Yellowstone Park," we need to offer something more to make Yellowstone-bound and repeat visitors choose West Yellowstone over Cody, Jackson Hole, Bozeman, Livingston, Island Park, Cooke City, and/or Red Lodge. A recent study found that the more tourists are aware of festivals (or other music events), the more likely they are to consider these festivals/dates as an important factor in their destination choice. The level of satisfaction from attending the festivals was directly proportional to the level of overall satisfaction of the destination. Satisfied visitors mean return visitors to West Yellowstone.

Our events offer our visitors and locals a unique and fun experience in the heart of West Yellowstone. It prolongs the amount of time a visitor spends in West Yellowstone which increases revenues from food, beverage, gas, and retail. And, promotes overnight stays for available rooms. By leveraging existing events at the same time or location, we build an even larger audience of visitors and positive social media experiences.

- ***If not answered in the previous question, then please list the methods and estimates by which you'll determine or measure the success of your event or project, i.e. increased, additional, new or different attendance, admissions, registrations, hotel stays, marketing, website hits, partnerships and sponsorships, fund raising, aesthetic appeal etc.***

The number of attendees is the best way we can measure event success. We will be counting attendee's and working on possible ways to gather information about the individual's length of stay, lodging, and if they ate, shopped, or bought gas while here.

We will also monitor our followers and engagement on our Facebook page.

While summer visitation has increased significantly over the last 5 years, we feel that added events like Music in the Park contribute to visitors' potential to stay an extra night. Using this, we can also use Resort Tax and TBID collections as a measurement of success, even though reports are not broken out by event or weeks.

We feel that we can increase attendance for all productions and help to promote all events/activities taking place on West Yellowstone.

• Has your organization received MAP funding in the past? If so, how many times and for what event(s) or project(s)? Have all vendors and expenses been paid associated with the event(s) or project(s)?

Yes, we received MAP grants in the past. All vendors were paid and documentation submitted.

- 2008 for \$4,545.69
- 2009 for \$500.00
- 2011 for \$6,610.62
- 2014 for \$7,500.00
- 2015 for \$11,500.00
- 2016 for \$15,900.00
- 2017 for \$15,500.00

• Can your event or project proceed without MAP funds?

Yes, the event could proceed without MAP funds, however, it will reduce the number of bands or event dates in the series. It would also impact the out-of-area promotion and advertising reach.

• If your event or project is approved for funding, how will you acknowledge the receipt of MAP funds as a funding source? Because the MAP Fund consists of Resort Tax funds paid by town businesses, acknowledgements need to indicate, "Supported by West Yellowstone Businesses"

We will use the MAP logo and wording (West Yellowstone Montana) on all signage, advertising, promotional materials and publicity.

Section 6 Application Supporting Documentation

Final report and expenditures on file with admin.

Certification

Applicant Individual or Organization: Don Perry, Black Mountain Productions

Event or Project Name: Music in the Park

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

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

Signature: 

Name (printed): Don Perry

Title: Pres Date: 4/23/18

For Office Use Only

This application has been approved by MAPFAB Date: _____

This application has not been approved by MAPFAB Date: _____

Addendum One: Budget

Preliminary Budget - Music in the Park 2018 (Black Mountain Productions)

Income

Est. Direct Public Support (Individuals & Business)	\$15,000.00
MAP Grant Request	\$17,500.00
Total Income	\$32,500.00

Expense

Advertising	\$5,000.00	(\$2500 additional WYCC State Accom. paid separately)
Bands	\$20,700.00	
Audio/Lighting/Equipment	\$5,000.00	
Business License/Park Permit	\$75.00	
Insurance - liability	\$750.00	
Total Expense	\$31,525.00	
Net Income	\$975.00	

Addendum Two: Marketing Breakout

2018 Music in the Park - MAP Grant Marketing Funds

Digital	
Bzn Chronicle - Retarget Desktop & Mobile Ads (mid-June - Aug)	\$1,000.00
Regional Online (MT & ID – shared with WYCC)	\$510.00
Radio	
KWYS (with match from KWYS)	\$400.00
Print Ads	
Belgrade News (1/2 pg July 4, 1/4 pg July 8, 22 & Aug 26)	\$700.00
Island Park News (1/2 pg July 4, 1/4 pg July 8, 22 & Aug 26)	\$600.00
Madisonian (1/4 pg July 4, 1/8 pg July 8, 22 & Aug 26)	\$495.00
West Yellowstone Star (1/4 pg July 4, 1/8 pg July 8, 22 & Aug 26)	\$495.00
Regional Print (MT & ID – shared with WYCC)	\$300.00
Creative	\$500.00
Total	\$5,000.00

2018 Music in the Park – WYCC State Accommodations

Printed Materials	
Posters/Flyers	\$250.00
Digital	
Facebook Ads (targeted drive market, YNP visitors, music)	\$400.00
Regional - Online Banner Ads (shared with MAP)	\$750.00
Print Ads & Press Releases	
Regional Print (MT & ID)	\$1100.00
Total	\$2,500.00

Chamber/State Accommodations: Will update calendars, distribute posters to members, create social media posts on Facebook, Twitter and Instagram, and send eblasts for sponsorships and events.

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

Event or Project Applicant: W. Yell. Chamber of Commerce

Event or Project Name: Marc Willson Seminars for Community/Business Revitalization

Date Submitted: 4.25.18

Date Approved by MAP Fund Advisory Board: 5.10.18

Requested Amount: \$1200.00

Approved Amount: \$1200.00

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:

West Yellowstone Chamber of Commerce

Event or Project Contact Person: Wendy Swenson, Marketing Director

Address: West Yellowstone Chamber, PO Box 458, West Yellowstone, MT 59758

Phone: 406-646-7701

Fax: 406-646-9691

Email: marketing@destinationyellowstone.com

Application Submission Date: 04/25/2018

Event or Project Information

Event or Project Name: Marc Willson Seminars for Community & Business Revitalization

Location of Event or Project: West Yellowstone Chamber and/or Union Pacific Dining Lodge

Date(s) of Event or Project: Approx. June 21-28, 2018

Estimated Total Event or Project Cost: \$10,620

MAP Fund Amount Requested: \$1,200.00

SECTION ONE: PROJECT SUMMARY

- a. June 21-24, 2018, is a special celebration for Eagle's Store's 110th year of business. The Yellowstone Historic Center (YHC) will feature the summer exhibits Eagle's Wings: Generations of the Eagle Family and Store and Fred F. Willson: Diaries of a Dreamer. The West Yellowstone Library will have a photo show related to the YHC exhibits. The weekend will also include an ice cream social, community and education programs, and dinner with key note speakers.
- b. The West Yellowstone Chamber has the opportunity to bring in grandson of architect Fred Willson, Marc, whose company specializes in consulting small to mid-size towns and their merchants in all facets of retail and restaurants' revitalization including customer service, customer psychographics, operations, financials and cash flow, social media marketing, merchandising, best practices and staying relevant to today's changed economy and the customers' new buying habits. Marc travels all over the US to assist communities and businesses.
- c. The Chamber would offer workshops and seminars with Marc to its members and the interested public during the time frame of June 21-28, 2018. We would also like to host roundtables with partners including the Town Council, WYED, and other organizations who would like to participate.
- d. The grant money would be used to cover marketing materials of the seminars to our community businesses, as well as our regional and state partners and their constituents.

SECTION TWO: TIMELINE

As mentioned above, Mr. Willson will be in West Yellowstone June 21-28, 2018. During this time he will take part in the Eagle's Anniversary Celebration activities from the 22-24th, which will be open to the public. The 25-27th, the Chamber will work with Mr. Willson to offer two morning sessions and two afternoon sessions of seminars.

SECTION THREE: BUDGET

Please refer to the proposed Budget attachment.

We are asking for MAP funding in the amount of \$1,200.00 to cover some of the costs of the of advertising, both in the immediate area and surrounding region to our business partners and regional and state tourism partners.

\$2,000 from The Chamber State Accommodations budget has been approved as well. These funds, combined with the grant from MAP will allow us to saturate the region, and even some national PR outlets prior to the Event. Part of the State Accommodations budget will also cover staff time for the event. Some initial marketing like "save the date" and online calendars have already started via State Accommodations.

SECTION FOUR: PUBLICITY, PROMOTION, MARKETING

The West Yellowstone Chamber is working closely with the Eagle Family and Yellowstone Historic Center to reach regional and national news outlets regarding the events of the

Celebration. The Eagle Family has already set up visits with state dignitaries, and will continue to work with other press outlets and key note speakers for the event.

Additional promotional marketing materials including posters, print ads, postcards, and emails for the area and statewide partners will need to be produced and distributed.

We will disseminate information to our other Chamber and CVB partners around the state, as well as through our Montana Office of Tourism and Business Development network.

We will also use social media to create buzz for the Celebration Weekend and seminars.

SECTION FIVE: APPLICATION REVIEW CRITERIA

- 1. What are the economic, cultural, social and/or aesthetic impacts and benefits of your event or project on visitors, residents, businesses, organizations, or other interests in the community and surrounding area?**

The community of West Yellowstone has 1,200 year-round residents. The Chamber currently has over 250 member businesses. All the workshops and seminars will be open to the public and interested members. Events during the Celebration weekend hosted by the Eagle's and Yellowstone Historic Center will also be open to the public.

We believe the best benefit will be to our thousands of visitors who will be better served on a day-to-day basis as a result of what our members and those of nearby Chambers will learn and use.

For more information on Marc and his company, the website is www.thewillsoncompany.com

- 2. How does the event or project reach potential visitors outside West Yellowstone?**

The intent of this project is to enable our local business and area tourism partners to better promote their establishments and attractions, thus serving the visitors, with the end result being increased visitation and longer stays. The potential reach is really unmeasurable and hopefully residual for years to come.

- 3. How does the event or project have the potential to increase the number of visitors to West Yellowstone or to extend the visitor stays?**

The Yellowstone Historic Center and Eagle's Celebration has the potential to increase our visitors, or extend their stay before the 4th of July holiday. Visitors interested in history tend to be of different demographics than the traditional family visitors of summer. These visitors tend to stay in hotels, dine out and spend for funds overall.

It is our hope that the seminars with Mr. Willson will help our local businesses with developing products and services that suit our visitors, thus having a residual benefit.

- 4. How does the event or project complement or enhance existing events or projects?**

This project will complement the 2018 exhibit at the Yellowstone Historic Center

highlighting the Eagle's history, as well as the Anniversary Celebration in June. It is not very often that we have the opportunity to combine visitor and business events in the same time frame. The seminars with Mr. Willson, will bring in area business representatives, tourism partners and advocates for business development in small communities such as ours.

5. **How does previous experience support this type of event or project as viable?**

The original West Yellowstone Chamber of Commerce was incorporated in 1960 (among the signers of the original Articles of Incorporation was Joe Eagle). Subsequent to that, it was re-incorporated as the West Yellowstone Montana Chamber of Commerce (WYCC) in 1987 and has remained a corporation in Montana in good standing since that time.

WYCC mission statement reads:

The West Yellowstone Montana Chamber of Commerce is organized to advance the general welfare and prosperity of the West Yellowstone area so that its citizens and all areas of its business community shall prosper. All necessary means of promotion shall be provided and particular attention and emphasis shall be given to economic, civic, commercial, cultural, industrial and educational interests of the area.

WYCC has a long, well-recognized history of successfully taking advantage of opportunities to produce events, seminars and experiences that have led to a better West Yellowstone. WYCC is proud of its accomplishments.

6. **Has your organization received MAP funding in the past? If so, how many times and for what event(s) or project (s)? Have all vendors been paid associate with the event(s) or project(s)?**

Yes, the Chamber Marketing Committee has received grant funds for Kids'N'Snow since 2010. The Ski Committee has previously received funds to promote ski races and events like the Yellowstone Ski Festival. The Snowmobile Events committee has received grant funds for both EXPO and Snowshoot.

All vendors have been paid and reports are on file with administration.

7. **Can this event or project proceed without MAP Funds?**

Yes, this event could proceed without MAP Funds, but it would decrease the amount of marketing materials we could produce or the partners we could reach and invite to the event and seminars.

8. **How will you acknowledge the receipt of MAP funds as a funding source for the event or project?**

The Town of West Yellowstone MAP Fund logo and wording will be listed as a partner/sponsor on all materials and in all press relations.

ADDENDUM ONE: PROPOSED BUDGET

**West Yellowstone Marketing and Promotions Fund
Grant Application**

**West Yellowstone Chamber of Commerce
Marc Willson Seminars for Community and Business Revitalization**

Item	Estimated Cost	WYF	WYCC LFUT* Funds	Town MAP Funds	Local Hoteliers	The Wilson Company
Rountrip airfare	1,000	1,000				
Rental Car	600		600			
Lodging	2,400		1,200		1,200	
Meals 7 @ \$60	420	200	200			
Advertising**	1,200			1,200		
Consulting 5@ \$1000	5,000					5,000
Totals	\$10,620	\$1,200	\$2,000	\$1,200	\$1,200	\$5,000

*LFUT = Lodging Facilities Use Tax (aka "Bed Tax")

**Advertising to include: posters, flyers, invitations, print ads, radio and social media



Certification

Applicant Individual or Organization: West Yellowstone Chamber of Commerce

Event or Project Name: Marc Willson Seminars for Community & Business

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: Wendy Swanson

Name (printed): Wendy Swanson

Title: Marketing Director

Date: 4/25/18

For Office Use Only

This application has been approved by MAPFAB

Date: _____

This application has not been approved by MAPFAB

Date: _____

West Yellowstone Planning Board

NAME	DATE APPOINTED	TERM EXPIRES
1. In-Town (Seat held by Tim Daley)	5/14/18	6/1/19
2. In-Town (Seat held by Bill Howell)	5/14/18	6/1/19
3. In-Town (Seat held by SJ Sheppard)	5/14/18	6/1/20
4. In-Town (Seat held by Chipper Smith)	5/14/18	6/1/20
5. County designee (Seat held by Teri Gibson)	5/14/18	6/1/20
6. Elected/Appointed Official (James Patterson)		Concurrent with Employment and Council's Appointment
7. Town Council Member (Chris Burke)		Concurrent with TC Term And Council's Appointment

I recommend that Council stagger the terms so two (2) seats expire in 2019 and three (3) expire in 2020. This eliminates all In-Town seats expiring in the same year.



Received
4-9-18

APPLICATION FOR BOARDS AND COMMITTEES

Name Dustin Hojem Date 4/9/18

Address PO Box 1802 309 N Faithful

City West Yellowstone State MT Zip 59758

Phone (Home): _____ (Work): _____ (Cell/Other): 208 771 6343

E-Mail Address: Dustin.Hojem@gmail.com

Are you a resident of West Yellowstone? Yes Length of residency in West Yellowstone: 14 months

Board or Committee you are applying for: Planning / Zoning

Occupation: Carpenter

Employer: Hilgard Log Builders

Have you previously served on a County or City board? NO

If so, which board, and for how long? _____

Past Memberships and Associations: _____

Current Memberships and Associations: _____

List any relevant qualifications and/or related experience? Attach any additional information or a resumé, if you prefer: Have over 18 years experience as a builder in both the fields of residential and commercial. I also have 10 years experience in the installation of underground and civil utilities

What are your primary objectives for serving on this board? To help provide a clear path of growth for the community in both residential housing for residents and commercially for the growth of the community.

References (Individual or Organization):
Laura Dukes Phone: 406 640 0392
Blair Anderson Phone: 406 646 7234
Myron Clark Phone: 406 640 0078

Signature: [Signature] Date: 4/9/18

Please return this application to the Town Offices at 10 S Faithful, West Yellowstone, Montana. An interview may be required if deemed necessary. Thank you in advance for your interest.



Received
via email
4-9-18

APPLICATION FOR BOARDS AND COMMITTEES

Name Jason Brey Date 4-6-18

Address PO Box 808 529 Grouse Ave (effective 5/1/18)

City West Yellowstone State MT Zip 59758

Phone (Home): _____ (Work): 406-823-6961 (Cell/Other): 307-250-4068

E-Mail Address: jasonbrey@yahoo.com

Are you a resident of West Yellowstone? Yes Length of residency in West Yellowstone: 3 years

Board or Committee you are applying for: Planning Advisory Board

Occupation: District Ranger

Employer: U.S. Forest Service

Have you previously served on a County or City board? No

If so, which board, and for how long? N/A

Past Memberships and Associations: N/A

Current Memberships and Associations: N/A

List any relevant qualifications and/or related experience? Attach any additional information or a resumé, if you prefer:

See attached statement

What are your primary objectives for serving on this board?

See attached.

References (Individual or Organization):

Scott Berndt (peer) Phone: 406-587-6749

Mary Erickson (supervisor) Phone: 406-587-6949

Kurt Hansen (peer) Phone: 605-415-0721

Signature: J Brey Date: 4/9/18

Please return this application to the Town Offices at 10 S Faithful, West Yellowstone, Montana. An interview may be required if deemed necessary. Thank you in advance for your interest.

Statement of Interest to Serve on Town of West Yellowstone Planning Board

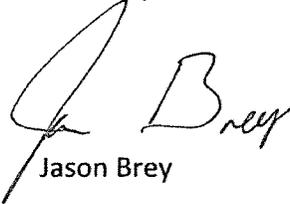
Dear Town Council,

I would like to be considered for membership to the Town of West Yellowstone Planning Board. I have long had an interest in finding a way to give back to the community through service on a local board or committee. Now that my family and I have lived in the area for close to 3 years, not to mention purchasing a home within town limits, I feel now is as good a time as ever to start serving in some capacity.

While I do not have specific and direct experience related to local development, zoning, subdivisions and the like, through my position with the U.S. Forest Service, I do have extensive experience working in the areas of federal policy, regulation, law, planning and decision making in the area of land management. In addition, I believe I have the even keel demeanor and communication skills necessary to work with other interested individuals on the Planning Board and for the Town Council in an advisory capacity.

Thank you for your consideration and I look forward to having the opportunity to serve.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Brey". The signature is stylized, with a large, sweeping initial "J" and "B".

Jason Brey



Received
4-9-18 *car*

APPLICATION FOR BOARDS AND COMMITTEES

Name John H. Costello Date 4/8/2018

Address 617 Apollinaris Avenue - P.O. Box 548

City West Yellowstone State MT Zip 59758

Phone (Home): 646-7844 (Work): 646-7575 (Cell/Other): 640-1413

E-Mail Address: jcostello@wyellowstone.com

Are you a resident of West Yellowstone? Yes Length of residency in West Yellowstone: 40+ years

Board or Committee you are applying for: Planning Board

Occupation: Real Estate Broker

Employer: Self

Have you previously served on a County or City board? Yes

If so, which board, and for how long? Planning Board (15 + years) - Town Council (4+ years)

Past Memberships and Associations: _____

Current Memberships and Associations: _____

List any relevant qualifications and/or related experience? Attach any additional information or a resumé, if you prefer: First of all, with my years on the Planning Board (1977-1990 +/-), I feel I have good knowledge

as to how a Planning Board should function, what are its responsibilities and what they are not, and

how the Board should compliment the duties and responsibilities of the Town Council. ** see page 2

What are your primary objectives for serving on this board? I would like to serve on the Planning Board to

offer my past experiences to the Board and the Council. I do not offer my services with any certain

agenda nor expectation. I believe that my 40+ years as a resident of West Yellowstone along with

my real estate development experience would add a new dimension to the Planning Board makeup.

References (Individual or Organization):

Greg Forsythe - Town Council Member Phone: 640-1555

Brad Schmier - Mayor Phone: 640-2336

Troy White - Business Owner Phone: 640-9088

Signature: *John H. Costello* Date: 4/8/2018

Please return this application to the Town Offices at 10 S Faithful, West Yellowstone, Montana. An interview may be required if deemed necessary. Thank you in advance for your interest.

IN ADDITION TO THE APPLICATION FOR BOARDS AND COMMITTEES

** In the late 1980s and early 1990s I was the General Partner of the Madison Addition Limited Partnership that was the owner and developer of two acreages in the Madison Addition the eventually ended up as the area of the Addition now addressed as Grouse Court and the Washburn Avenue/Circle areas. The only reason that I mention this bit of history is that I was the guy that hired the surveyors, hired the engineers, applied for and garnered the permits, hired the construction companies, daily oversaw the construction process and, eventually, sold all the lots in these two residential areas.

Other than Chipper Smith, I believe that I am the only person in Town that has any land development experience in my background. I believe that this experience would bode well participating on the Planning Board especially as we look forward to creating something on the 80 acres.

I look forward to participating on the Planning Board if I am chosen as a new member.





Received
4-13-18 GR

APPLICATION FOR BOARDS AND COMMITTEES

Name Timothy Edward Daley Date 4/12/2018
Address Box 644, 119 North Faithful Street
City West Yellowstone State MT Zip 59758
Phone (Home): 646-7539 (Work): 539-1339 (Cell/Other): 539-1339
E-Mail Address: SNOWWALKER17@AOL.COM

Are you a resident of West Yellowstone? YES Length of residency in West Yellowstone: 66 yrs.

Board or Committee you are applying for: West Yellowstone Planning Board

Occupation: Property Manager

Employer: SELF

Have you previously served on a County or City board? YES

If so, which board, and for how long? Planning Board - 15 yrs.

Past Memberships and Associations: Yellowstone Historic Center

Current Memberships and Associations: Yellowstone Historic Center

List any relevant qualifications and/or related experience? Attach any additional information or a resumé, if you prefer: SEE ATTACHED PAGE -

What are your primary objectives for serving on this board? SEE ATTACHED PAGE -

References (Individual or Organization):

PAT POWAN Phone: 646-9576
Dusty Dunbar Phone: (970) 623-6686
Jerry Fehmer Phone: 646-9702

Signature: Timothy Edward Daley Date: 4/12/2018

Please return this application to the Town Offices at 10 S Faithful, West Yellowstone, Montana. An interview may be required if deemed necessary. Thank you in advance for your interest.

LIST OF RELEVANT QUALIFICATIONS AND/OR RELATED EXPERIENCE

1. Life-long resident of West Yellowstone—66 years. My family enjoys a total cumulative residence here locally of over 350 person-years—my father having arrived in 1929, my mother in 1936, me in 1951, and my wife and children at various intervals throughout the years since.
2. Graduate of West Yellowstone High School—1969. Graduate of Montana State University—1976, Bachelor of Science—Education.
3. Long-time property owner.
4. Local business operator:
 - A. Tim Daley Masonry—1978 to 1987
 - B. Daley Mobile Home, Trailer park, and RV Campground—1983 to present
 - C. The Gusher Pizza and Sandwich Shoppe—1987 to 2001
 - D. Daley Cabins—1998 to present.
5. Masonry contractor, general knowledge of construction practices and techniques.
6. Intimate knowledge of Yellowstone National Park (drove first tour as as interpretive guide in 1974), West Yellowstone, and the surrounding area.
7. Founding member of the Yellowstone Historic Center, former board president.
8. 15 years' previous service West Yellowstone Planning Board.

PRIMARY OBJECTIVES FOR SERVING ON THIS BOARD

First and foremost, I believe the most important thing I can offer West Yellowstone is an ardent concern, one born of love; for you see, West Yellowstone is not just a residence to me, not just a stopover on the way to someplace else, not just a place to make a buck, not just a place to hang-out for a season or two—IT IS MY HOME—and as such, it is something I cherish. It is a place for which I hold a sincere and abiding interest.

At this time I can think of only one person currently residing in town who has lived here longer than I have. Over the course of the past 6-plus decades I have seen a lot here in the tri-state area. I have observed the development in all directions, extending out as far as Pocatello to the west, Billings to the east, Missoula to the North, and Salt Lake City to the south. I have been witness most particularly to the growth in the immediate area: Not only in West Yellowstone, but in Gardiner, Cody, Jackson Hole, Idaho Falls, Big Sky, and Bozeman as well. I have seen the good and the bad, the successes and the failures.

My #1 objective in serving on this board is to provide for West Yellowstone a long-view historical perspective, a voice of reason, and—it is my hope—a voice of discernment.



RECEIVED APR 17 2018

APPLICATION FOR BOARDS AND COMMITTEES

Name Bill Howell Date 4/17/2018

Address 817 N. Electric St., P.O. Box 337

City West Yellowstone State MT Zip 59758

Phone (Home): 406-646-7475 (Work): 406-640-7475 (Cell/Other): 406-640-7475

E-Mail Address: bill@yellowstonemt.com

Are you a resident of West Yellowstone? yes Length of residency in West Yellowstone: 44 years

Board or Committee you are applying for: West Yellowstone Planning + Zoning Board

Occupation: Semi Retired

Employer: Self - Yellowstone Arctic Yamaha

Have you previously served on a County or City board? Yes

If so, which board, and for how long? W.Y. Planning + Zoning Board; Chamber of Commerce

Past Memberships and Associations: Former City Council member; Chamber of Commerce Board; Grizzly Discovery Center Board

Current Memberships and Associations: W.Y. Planning + Zoning Board; W.Y. Police Commission

List any relevant qualifications and/or related experience? Attach any additional information or a resumé, if you prefer: Past service on the planning board + City Council have broadened my knowledge and understanding of the needs of our Town, government and the upcoming future needs that the Town will be facing.

What are your primary objectives for serving on this board? See Attached Sheet;

References (Individual or Organization):

- Clyde Seely Phone: 646-7764
- Pierre Martineau Phone: 640-0241
- James Patterson Phone: 640-9074

Signature: Bill Howell Date: 4/17/2018

Please return this application to the Town Offices at 10 S Faithful, West Yellowstone, Montana. An interview may be required if deemed necessary. Thank you in advance for your interest.

I want to be involved with the Planning and Zoning development of the 80 acres recently acquired by the Town of West Yellowstone. Planning and Zoning needs to make recommendations to the Town Council concerning the future of these 80 acres with regards to the appropriate housing and commercial development. We need to get input from the citizens in the community concerning the best use of this land. Planning and Zoning will have a big impact concerning the development of this land and we want to get it right. There will only be one opportunity.



Received
4/17/18
af

APPLICATION FOR BOARDS AND COMMITTEES

Name Teri Gibson Date 4-17-18

Address PO Box 8 508 Cascade Ave

City West Yellowstone State MT Zip 59758-0008

Phone (Home): 406-646-1139 (Work): 406-646-9578 (Cell) Other: 530-906-2174

E-Mail Address: teri.gibson@syix.com

Are you a resident of West Yellowstone? yes Length of residency in West Yellowstone: 7 yrs

Board or Committee you are applying for: Planning

Occupation: Bookkeeper

Employer: Westmart Building Center

Have you previously served on a County or City board? yes

If so, which board, and for how long? Planning, 2 years

Past Memberships and Associations: Auburn Downtown Business Ass., Old Town Auburn

Business Ass, Angen

Current Memberships and Associations: WYSSA

List any relevant qualifications and/or related experience? Attach any additional information or a resumé, if you prefer: current Planning Board Member County appointed

What are your primary objectives for serving on this board? to help West Yellowstone grow responsibly & plan for the future

References (Individual or Organization):

Greg Forsythe

Phone: 406-640-1555

Phone: _____

Phone: _____

Signature: Teri Gibson

Date: 4-17-18

Please return this application to the Town Offices at 10 S Faithful, West Yellowstone, Montana. An interview may be required if deemed necessary. Thank you in advance for your interest.



Received
4/25/18 CAR

APPLICATION FOR BOARDS AND COMMITTEES

Name Randy Wakefield Date 4/25/2108

Address P.O. Box 1762 - 516 Grouse Avenue

City West Yellowstone State MT. Zip 59758

Phone (Home): N/A (Work): 208-652-7112 (Cell/Other): 406-640-1208

E-Mail Address: randy.wakefield@fallriverelectric.com

Are you a resident of West Yellowstone? Yes Length of residency in West Yellowstone: 13 Years

Board or Committee you are applying for: Planning Committee

Occupation: Lineman-Engineering Services Representative

Employer: Fall River Electric

Have you previously served on a County or City board? No

If so, which board, and for how long? _____

Past Memberships and Associations: _____

Current Memberships and Associations: Board of Director for WY Chamber

IBEW Local 449- WY Gun Range

List any relevant qualifications and/or related experience? Attach any additional information or a resumé, if you prefer: Staking Certificate

What are your primary objectives for serving on this board? To be involved with the planning of the new 80 acres and other new developments in the town.

References (Individual or Organization):

Todd Barta Phone: 406-539-2394

Scott Bittner Phone: 406-640-0290

Phone: _____

Signature: Randy Wakefield Date: 4/25/2018

Please return this application to the Town Offices at 10 S Faithful, West Yellowstone, Montana. An interview may be required if deemed necessary. Thank you in advance for your interest.



Received
4-13-18 ER

APPLICATION FOR BOARDS AND COMMITTEES

Name Chipper Smith Date 4-12-18

Address 175 Grayling Canyon Rd

City W. Yellowstone State MT Zip 59758

Phone (Home): 406-646-4043 (Work): 406-220-7778 (Cell/Other):

E-Mail Address: gcrchipe@yahoo.com

Are you a resident of West Yellowstone? No Length of residency in West Yellowstone:

Board or Committee you are applying for: Planning Board

Occupation: Builder

Employer: Self

Have you previously served on a County or City board? Yes

If so, which board, and for how long? W. Yellowstone Town Council, Planning Board, County

Past Memberships and Associations: Appeal Board / NAAC Arch. Committee

Current Memberships and Associations: Planning Board

List any relevant qualifications and/or related experience? Attach any additional information or a resumé, if you prefer: Experience in planning and zoning - City and County

What are your primary objectives for serving on this board? Service to community, Interest in future developments, Provide fairness and objectivity to all citizens new and old

References (Individual or Organization):

- John Castello Phone: 406-640-1413
- James Patterson Phone: 208-891-8038
- Jerry Johnson Phone: 406-640-7000

Signature: Chipper Smith Date: 4-12-18

Please return this application to the Town Offices at 10 S Faithful, West Yellowstone, Montana. An interview may be required if deemed necessary. Thank you in advance for your interest.



RECEIVED APR 30 2018 *ak*

APPLICATION FOR BOARDS AND COMMITTEES

Name Travis Mann Date 4/30/2018

Address Po Box 2092

City West Yellowstone State MT Zip 59758

Phone (Home): _____ (Work): 406-646-4200 (Cell/Other): 406-640-0354

E-Mail Address: Tmann@hibernationstation.com

Are you a resident of West Yellowstone? yes Length of residency in West Yellowstone: 13 yr

Board or Committee you are applying for: Planning Board

Occupation: Hotel GM / General Contractor

Employer: Hibernation Station

Have you previously served on a County or City board? NO

If so, which board, and for how long? _____

Past Memberships and Associations: _____

Current Memberships and Associations: _____

List any relevant qualifications and/or related experience? Attach any additional information or a resumé, if you prefer:

General Contractor - Hotel GM

What are your primary objectives for serving on this board?

Serve Community, help with the future of West Yellowstone

References (Individual or Organization):

Shane Grubb Phone: 406-640-0301

James Patterson Phone: 406-640-9874

Glen Hales Phone: 801-360-7473

Signature: *Tm* Date: 4/30/2018

Please return this application to the Town Offices at 10 S Faithful, West Yellowstone, Montana. An interview may be required if deemed necessary. Thank you in advance for your interest.



RECEIVED MAY 01 2018

AK

APPLICATION FOR BOARDS AND COMMITTEES

Name Kimberly Howell Date May 1 2018

Address 99 Fishing Lane

City West Yellowstone State MT Zip 59758

Phone (Home): 406 640 9006 (Work): 406 640 1024 (Cell)/Other:

E-Mail Address: Bozeman12@gmail.com

Are you a resident of West Yellowstone? YES Length of residency in West Yellowstone: _____

Board or Committee you are applying for: PLANNING BOARD

Occupation: BUSINESS owner

Employer: SELF

Have you previously served on a County or City board? YES - PLANNING BOARD, MAP FUND

If so, which board, and for how long? MAP FUND 1.5 years, PLANNING BOARD 4 months

Past Memberships and Associations: member of MSA, MAP FUND Advisory Board, West Yellowstone Chamber member & Board member

Current Memberships and Associations: MSA, MAP Advisory Board, Chamber member

List any relevant qualifications and/or related experience? Attach any additional information or a resumé, if you prefer: I know many local BUSINESS / Land Owners and have been involved in many community projects included, but not limited to Map fund, Downtown Improvement Council, Town Clean up Chamber, Planning Board -

What are your primary objectives for serving on this board? To be involved in research and development of New Growth policy changes and or issue resolution including housing affordability and availability, Short-term Commercial residents, Short term Commercial Rentals developing 80 Acre parcels, improving West Yellowstone's Appearance, water & sewer & updating zoning & Planning Regulations.

References (Individual or Organization): Bill Howell Phone: 406-640-7465

Jason Howell Phone: 406-461-1024

Jerry Jottason Phone: 406 640 7000

Signature: Kim Howell Date: May 1 2018

Please return this application to the Town Offices at 10 S Faithful, West Yellowstone, Montana. An interview may be required if deemed necessary. Thank you in advance for your interest.

* I was on the Planning Board before but was not putting in my application for renewal. I would like the chance to serve again please.

COLLECTIVE BARGAINING AGREEMENT

Between the

WEST YELLOWSTONE POLICE
PROTECTIVE UNIT OF MPEA



and the

TOWN OF WEST YELLOWSTONE



July 1, 20185 thru June 30, 202148

AGREEMENT

This Agreement, made and entered into by, and between, the TOWN OF WEST YELLOWSTONE, a Political Subdivision of the State of Montana, hereinafter called the "EMPLOYER" or "TOWN", and the WEST YELLOWSTONE POLICE PROTECTIVE UNIT of the MONTANA PUBLIC EMPLOYEES ASSOCIATION, referred to as the "ASSOCIATION".

Whereas the Employer considers the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees and insofar as such practices and procedures are appropriate to the functions and obligations of the Employer acting through its Town Manager, to retain the right effectively to operate in a responsible and efficient manner and are consonant with the paramount interests of the Employer and its employees.

Whereas it is the intention of this Agreement to provide, where not otherwise mandated by statute, for the salary structure, fringe benefits, and employment conditions of the employees covered by this Agreement, to prevent interruption of work and interference with the efficient operation of the Employer and to provide an orderly and prompt method of handling and processing grievances.

Now, therefore, the parties agree with each other as follows:

ARTICLE 1, RECOGNITION AND MEMBERSHIP

- A. The Employer recognizes the Association as the sole and exclusive bargaining agent for all employees who are or may perform bargaining unit work under the Association's jurisdiction as certified by U.D. No. 28-78.
- B. The Employer recognizes the Association consists of all sworn officers of the West Yellowstone Police Department with the exception of the Chief of Police.
- C. The stewards will provide the Association in writing the name, address, and date of hire of all new employees within ~~fifteen~~ ~~fourteen~~ (15) business days of hire.
- D. No member of the Association shall be discharged or discriminated against for upholding Association principles. Any member working under instructions of the Association, or who has served on the Association committee shall not lose his/her position or be discriminated against based on that service.
- E. No employee under the jurisdiction of the Association, prior to the date of this contract, who is receiving more than the rate of wages designated in this schedule, shall suffer reduction in the wage rate or conditions of employment through the operation, or because of the adoption, of this Agreement.
- F. The authorized business representative(s) of the Association shall be permitted to visit employees upon giving notice to the Town Manager or the Chief of Police ~~supervisor~~ and obtaining their ~~supervisors~~ permission.

ARTICLE 2, ILLEGAL DISCRIMINATION

The Employer and the Association agree that neither shall discriminate against applicants for employment, or any employee as to the terms and conditions of employment, by reason of race, religion, color, sex, ~~creed~~, age, disability, sexual orientation or national origin/~~creed, or veteran status~~. The parties further agree to use the complaint process described in the Town of West Yellowstone Personnel Policy Manual to investigate and resolve discrimination complaints.

ARTICLE 3, ASSOCIATION SECURITY

- A. Employees covered by this ~~A~~greement as a group shall not be required to join the Association but must, as a term and condition of employment, pay a representation fee to the Association.
- B. Upon receipt of a written authorization from an employee covered by this ~~A~~greement, the Employer shall deduct from the employee's pay the amount owed to the Association ~~such sums~~ within thirty (30) calendar days. Changes in the Association membership dues rate and representation fee will be certified to the Employer in writing over the signature of the authorized officer or officers of the Association and shall be done at least thirty (30) calendar days in advance of such change.
- C. All employees covered by the terms of this ~~A~~greement shall within thirty (30) ~~calendar~~ days of the signing of this ~~A~~greement, or within thirty (30) ~~calendar~~ days of employment, whichever is later, pay dues or the representation fee to the Association. The Employer shall discharge employees who fail to comply with this requirement within thirty (30) ~~calendar~~ days after receipt of written notice of default by the Association. The Association may make written notice of default and demand for discharge after the thirty (30) ~~calendar~~ day period specified above. The discharge of the affected employee(s) shall occur thirty (30) calendar days from receipt by the Employee of the Association's written notice of default and demands for discharge.
- D. The Employer, within thirty (30) ~~calendar~~ days of the signing of this Agreement, shall present the Association with a list of names and addresses of all current employees covered by this Agreement, and shall update such list for all new hires.
- E. The Association will indemnify, defend and hold the Employer harmless against any and all claims made and against any suit instituted against the Employer, including but not limited to attorney's fees and costs of defense thereof, on account of any provision of this Article.

ARTICLE 4, MANAGEMENT RIGHTS

Pursuant to Section 39-31-303, MCA, the Association shall recognize the prerogative of the Employer to operate and manage its affairs in such areas as, but not limited to:

1. Directing employees.
2. Hiring, promoting, transferring, assigning, and retaining employees. Relieving employees of duties because of lack of work, ~~or funds,~~ or under conditions where continuation of such work or funds would be inefficient and nonproductive.
3. Maintaining the efficiency of government operations.
4. Determining the methods, means, job classification, and personnel by which the Employer operations are to be conducted.
5. Taking whatever actions may be necessary to carry out the missions of the Employer in situations of emergency.
6. Establishing the methods and processes by which work is performed.

ARTICLE 5, HOURS OF WORK, OVERTIME, AND SHIFT DIFFERENTIALS

This Article shall not conflict with ~~State Law,~~ Title 39, Chapter 3, Part 4, MCA.

- A. ~~The Association and the Employer agree that the Chief of Police shall schedule the beginning and ending time for all shifts and all scheduled overtime.~~ The Chief of Police or their designee shall schedule the beginning and ending time for all shifts, and all scheduled overtime. The Chief of Police or their designee will schedule officers for a 40-hour workweek. This may be done through either a 5-day, 8-hour shift work week or a 4-day, 10-hour work week.

Formatted: Font color: Auto

If the Chief of Police determines it is operationally necessary, the ~~D~~epartment may utilize a 12-hour day, 84-hour two week pay period for as long as it is required to maintain an acceptable level of coverage for the Town.

- B. Change in Schedule: Except in cases of an unanticipated event, the Chief of Police, or ~~their~~ his designee, will attempt to notify an employee of a change in ~~their his or her~~ regular work schedule by delivery of such notice in a manner consistent with Town Policy.

- C. ~~Overtime shall be defined as time worked in excess of the 40 hour work week [pursuant to Fair Labor Standards Act and as is consistent with Section~~

Formatted: Font color: Auto

~~08-04 of the Personnel Policy Manual. The normal work week will be 40 hours during the seven-day period. Overtime hours shall be paid at the rate of one and one half (1.5) times the applicable hourly rate for all union members. When overtime hours are computed, sick leave, vacation, or compensatory (comp) time taken during the week will be considered as time worked. If financial conflicts arise, parties agree to meet and confer. All parties agree that police officers are in a position where all hours cannot always be controlled administratively. This and which requires working irregular hours or unscheduled overtime duties, with the officer will be generally being responsible for recognizing circumstances that require them to remain on duty beyond the end of their regularly scheduled shift.~~

D. Officers shall be paid at the rate of one and one half (1.5) times their regular rate of pay for all time worked in excess of the regular scheduled shift, whether before or after their regularly scheduled shift, as determined by the Chief of Police. The officer will include an articulation for why the overtime was necessary on their timesheet.

E. Call-Out Overtime- ~~Call-out~~ Overtime is considered an unscheduled request to report to duty and not coinciding with a prior scheduled work shift. A minimum of two and one half (2.5) hours or actual hours worked, whichever is greater, shall be counted as overtime and paid out at one and one half (1.5) times the applicable hourly rate for that employee.

- ~~Call outs: If an employee is called out during any unscheduled work hour, each and every call out shall be for a minimum of two and one half (2.5) hours.~~

- ~~Compensation for call-outs shall be at one and one half (1.5) times the regular rate of pay and shall not be included in calculating the employee's regularly scheduled hours per pay period.~~

- ~~Call backs: If an employee is called back to work from previously approved leave time, the employee will be paid at the rate of one and one half (1.5) times the regular hourly rate for each previously approved leave hour worked. If an employee has been approved to use leave and is denied the same, the employee will be paid at the rate of one and one half (1.5) times their regular hourly rate for each previously approved leave hour wor~~

F. Police union members who are in attendance at the Montana Law Enforcement Academy (MLEA) Basic Course will be compensated for the length of time of instruction. In addition, each officer will be paid at the rate of straight time for the initial travel time required to get to the MLEA and to return to West Yellowstone following completion of the course. The Town will provide a vehicle and fuel for transportation to and from the academy.

Formatted: Indent: Left: 0", First line: 0"

Formatted: Indent: Left: 1.56", Hanging: 0.56", No bullets or numbering

- G. Nighttime Differential: Officers required to work between the hours of ~~20:00 (8:00 pm) and 06:00 (6:00 am)~~ 18:00-06:00 (6pm – 6am) shall be compensated by an additional \$1.00/hour. ~~Call Shifts: Police officers may be called to work prior to or following a regularly scheduled shift. Officers will receive time and a half for time worked on call shifts. Officers may not work more than one (1) six hour call shift on any single occasion.~~
- H. Police union members will answer off duty calls for service if available. The Town of West Yellowstone will not place, consider, or assign officers in a mandatory on-call status without first bargaining with the union.
- I. In accordance with Montana Department of Labor & Industry Rule # 24.16.1006, officers will be exempt from ~~the section of~~ the Town Personnel Policy Manual requiring all employees to take an unpaid meal break each shift.

Formatted: Left, Indent: Left: 0.6", Hanging: 0.4", Tab stops: 1", Left + Not at 0.91"

ARTICLE 6, HOLIDAYS

Employees who must work on any of the below listed holidays shall be paid at the rate of one and one half (1.5) times the applicable hourly rate for ~~that each~~ employee. As a 24/7 Department, holidays will only be observed on the actual holiday and will start at ~~12:01~~ 00:01 hours and end at 24:00 hours. Holiday Pay defined as pay for observance of a holiday, will be paid at straight time.

The following days shall be considered holidays as outlined in ~~Section MCA-1-1-216, MCA~~:

1. New Year's Day, January 1.
2. Martin Luther King Day, third Monday in January.
3. President's Day, third Monday in February.
4. Memorial Day, last Monday in May.
5. Independence Day, July 4.
6. Labor Day, first Monday in September.
7. Columbus Day, second Monday in October.
8. Veteran's Day, November 11.
9. Thanksgiving Day, fourth Thursday in November.
10. Christmas Day, December 25.

11. State-wide Election Day in November of even years.
12. Any day declared a national legal holiday for all governmental subdivisions within the entire nation by the President of the United States; any day declared a state legal holiday for all State and local political subdivisions by the Governor of the State of Montana; any day declared a legal holiday for all Town government employees by the Council~~Mayer~~ of the Town of West Yellowstone.

ARTICLE 7, VACATION

This Article shall not conflict with ~~State Law~~, Title 2, Chapter 18, Part 6, MCA.

Vacation leave means an absence with pay at the request of the employee and with the concurrence of the Town.

Each full-time employee shall earn annual vacation leave credits from the first full pay period of employment. However, employees are not entitled to use any vacation leave with pay until they have been continuously employed by the Town for a period of six (6) months. For calculating vacation leave credits, 2080 hours (52 weeks x 40 hours) shall equal one year. If employees are moved to 84 hour pay period by the Chief of Police, then the calculation for determining vacation leave credits will be modified. Part-time employees will earn a prorated amount of vacation leave and may use them after six (6) months of continuous employment.

Proportionate vacation leave credits shall be earned and credited at the end of each pay period. All vacation leave credits shall be earned as is consistent with the Town's Personnel Policy Manual and in accordance with the following schedule:

- From one (1) full pay period to less than ten (10) years of employment at the rate of 120 hours for each year of service.
- From ten (10) to less than fifteen (15)-years of employment at the rate of 144 hours for each year of service.
- From fifteen (15) to less than twenty (20) years of employment at the rate of 168 hours for each year of service.
- After twenty (20) years of employment at the rate of 192 hours for each year of service.

When an employee submits a request for vacation, the Employer must respond to the request within five (5) ~~business~~working days. When possible, t~~he~~ employee must make the vacation request in writing at least ~~fifteen~~fourteen (14) ~~business~~calendar days in advance of the first day of leave to be taken.

Vacation leave credits may be accumulated to a total not to exceed two (2) times the maximum hours earned annually as of the end of the last pay period of the calendar year.

Excess vacation time is forfeited if it is not taken prior to April 30 of the following calendar year. It is the responsibility of the Chief of Police or their designee~~department head~~ to provide reasonable opportunity for an employee to use rather than forfeit accumulated vacation leave. If an employee makes a reasonable written request to use excess vacation leave before the excess must be forfeited and the Chief of Police or their designee~~department head~~ denies the request, the excess vacation leave is not forfeited and the Town shall ensure that the employee may use the excess vacation leave before the end of the calendar year in which the leave would have been forfeited.

Separation from service- An employee ~~who's~~whose employment with the Employer is terminated, (by either party,) ~~while the employee is in good standing~~ shall be entitled to cash compensation equal in value to the amount of unused vacation leave. If an employee transfers between Departments of the Town, there shall be no cash compensation. In such a transfer, the accrued vacation credits transfer with the employee.

Absence because of illness is not chargeable against vacation leave unless approved by both the employee and the Employer.

ARTICLE 8, SICK LEAVE

Sick ~~l~~eave shall be granted in accordance with ~~state law,~~ Section 2-18-618, MCA which shall be controlling in the event of a conflict with any provision of this Agreement.

Sick leave is a leave of absence, with pay, for a sickness suffered by an employee or his/her immediate family as defined in the Personnel Policy Manual.

- Each full-time employee is entitled to and shall earn sick leave credits from the first ~~day full pay period~~ of employment. For calculating sick leave credits, 2,080 hours (40 hours x 52 weeks) shall equal one year. ~~– If employees are moved to 84 hour pay period by the Chief of Police, then the calculation for determining sick leave credits will be modified. Part-time employees will earn a prorated amount of sick leave and may use them after six (6) months of continuous employment.~~ Sick leave credits shall be earned at the rate of ninety-six (96) hours for each year of service without restriction as to the number of working days/hours the employee may accumulate.
- An employee may not accrue sick leave credits during a leave of absence without pay.
- An employee begins to accrue sick leave credits from their first day of beginning ~~in their first full pay period~~ employment but is not entitled to be paid for sick leave until they have been employed continuously for ninety (90) days. Upon completion of the qualifying period, the employee is entitled to the sick leave credits they have earned.

Employees that ~~were~~are in a pay status as of the signing of ~~the last~~this contract (January

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman, Font color: Accent 1

Formatted: Font color: Accent 1

28, 2016) shall continue to receive the sick leave lump sum payment at the end of employment as shown in the table below: ~~Sick leave will be paid in a lump sum at the end of employment as follows:~~

Years of Service	Payout
1-5 years	25%
6-10 years	30%
11-15 years	40%
15-20 years	60%
21+ years	75%

Employees ~~hired after January 28, 2016 with hire dates later than the signing date of this contract~~ are entitled to a lump sum payment equal to 25 percent of the pay attributed to the accumulated sick leave. Any employee who receives a lump-sum payment as outlined above and who becomes employed by the Town at a later date shall not be credited with any sick leave for which they have been previously compensated.

ARTICLE 9, RULES, REGULATIONS, AND POLICIES

- A. All rules, regulations, and policies of the Employer not specifically covered by this Agreement shall remain in full force and effect, provided such rules, regulations, and policies are not in direct conflict with the terms of this Agreement. The policies of the Employer are as set forth in Municipal Police Force Law, Section 7-32-4101 et seq., MCA, unless specifically modified by the terms of this Agreement and the Town of West Yellowstone Personnel Policy Manual. In the event of a conflict between the Personnel Policy Manual and this Agreement, the terms of this Agreement shall control.
- B. The Employer agrees to discuss with the Association and its stewards the establishment of new rules, regulations, and policies affecting employees, or changes in such rules, regulations, or policies, prior to placing them in effect. Changes shall be posted on bulletin boards or electronically for a period of fifteen (15) businessworking days and the comment period prior to implementation shall be an additional fifteen (15) businessworking days. In addition, the Employer will provide written notification of the changes to the Stewards and the Montana Public Employers Association at the same time the changes are posted.
- C. Employees shall comply with all reasonable rules, regulations, and policies as set forth above, providing they are uniformly applied and enforced.
- D. Nothing in the Article shall limit the Employers right to enact rules, policies and regulations.

ARTICLE 10, HEALTH AND SAFETY

- A. The Town shall adopt and implement safety policies consistent with the Montana Safety Policy Act. Both parties to this Agreement hold themselves responsible for the mutual cooperative enforcement of safety rules and regulation.
- B. In accordance with Title 7, Chapter 32, Part 4132, MCA, in the event an employee is injured in the performance of his/her duties and requires medical or other remedial treatment for injuries that render the him/her unable to perform his/her duties, the employee will be paid by the Town the difference between the employee's base net salary, minus following adjustments for income taxes and pension contributions, and the amount received from workers' compensation until the disability has ceased ~~as~~ determined by workers' compensation, or for a period not to exceed one (1) year, whichever occurs first. To qualify for the partial salary payment provided for above, the employee must be unable to perform his/her duties as a result of the injury.
- C. The Employer agrees to hold the position open for one year from the date of injury.

ARTICLE 11, STEWARDS

Employees selected by the Association to act as Association representatives shall be known as "Stewards". The Association may select no more than two (2) stewards. The names of employees selected as stewards and the names of other Association representatives who may represent the employees shall be certified in writing to the Employer by the Association. The Employer will not discriminate against any Association steward for legitimate steward activity. These activities include investigation of formal grievances and receiving notification of serious accident and/or health hazards. Stewards may investigate and discuss grievances in their work areas providing they first secure the permission of the Chief of Police ~~or immediate supervisor~~. The Town shall allow work release time for not more than one (1) steward for the purpose of participating in collective bargaining negotiations.

The Association shall provide the names of the Association stewards to the Town within ~~fifteen~~fourteen (15)4 business days of their selection. In the event a steward leaves, the Association shall select a new steward and notify the Town of the new steward's name within thirty (30) calendar days.

ARTICLE 12, SENIORITY

- A. Seniority serves only as a qualification for benefits expressly provided for in this Agreement and shall have no other effect. Seniority shall take effect twelve (12) months after the first day of employment. ~~During~~ the first twelve (12) months of employment, each employee shall be

considered a probationary employee. After completion of the probationary period, the employee shall achieve seniority based on the date of hire as a police officer with the Department. There shall be no seniority among probationary employees and they may be laid off, discharged, or otherwise terminated at the sole discretion of the Employer.

If more than one employee is hired on the same date, seniority is based on ranking as determined at the time of hiring.

In case of reduction of forces, probationary employees shall be terminated first. After probationary employees have been terminated, reductions will proceed in "reverse seniority" order; the last employee hired shall be the first employee to be laid off. Employees released due to a reduction in force are subject to recall on a seniority basis. In the event of a reduction in forces, the Employer agrees to provide the employees 30 days' notice. Employees recalled after a reduction in force will be allowed five (5) businessworking days to accept or decline reemployment.

- B. Discharge for cause, voluntary resignation, medical leave in excess of one year, or more than 18 months layoff shall break seniority.
- C. When a vacancy occurs in any job classification inef the Ddepartment, the Ddepartment may use the internal recruitment process to recruit for such vacancies on the basis of qualifications and seniority. In the event that a current employee from Ddepartment meets the qualifications for the position, is selected to fill the position, and accepts the new appointment, that employee shall retain service credit (s) for determining benefits.

ARTICLE 13, DISCHARGE OR SUSPENSIONDISCIPLINE

- A. This Agreement shall govern the discipline, up to and including termination, discharge or suspension of Police Department employees.
 - 1. Employer shall not discharge non-probationary employees without just cause. Minor rules infractions will not be cause for discharge or suspension without an established pattern of continued misconduct. An established pattern is defined as more than three minor violations during a twelve (12) month period. Minor violations will be annotated on a standard Employee Warning Notice that entitles the employee to also make a statement about the events.
 - 2. Warning notices will be placed in the employee's personnel record and may be used as a basis for determining performance during annual evaluation. The Chief of Police Supervisors must complete warning notices within ten (10) businessworking

days of discovery.

3. It is the policy of the Town that discipline should be used to encourage appropriate standards of behavior and promote proper employee conduct. When circumstances permit, the Chief of Police and/or the Town Manager department directors are to pursue a philosophy of “Progressive Discipline,” whereby employees receive increasingly severe levels of discipline for each successive instance of related misconduct. This will provide an employee an opportunity to modify and correct the behavior and/or work deficiencies.
4. When imposing disciplinary measures on a current incident, the Chief of Police and/or the Town Managersupervisors will not take into consideration prior infractions of the Town or Departmental rules and regulation thatwhich occurred more than eighteen (18) months previously. ~~However, within the context of progressive discipline, the final action of dismissal from employment cannot be considered corrective or rehabilitative in nature since the employment relationship is terminated.~~
5. In such instances where progressive discipline has failed to achieve an employee’s compliance with expected standards of behavior and a decision to dismiss the employee is under consideration, it is appropriate to review the employee’s entire employment record with the Town.
6. It should be understood that depending on the nature and circumstances of the unsatisfactory performance or behavior, the Chief of Police and/or the Town Manager a supervisor may use any disciplinary measure deemed appropriate within their ~~his or her~~ judgment and is not bound to follow the sequence outlined above. Progressive discipline is not necessarily required for discharge or suspension if the employee is dismissed or suspended for cause.

The following non-inclusive reasons may be sufficient for dismissal for cause:

- a. Incompetence or inefficiency in the performance of duties.
- b. Conviction of a criminal offense involving moral turpitude.
- c. Violation of any lawful or official regulation or order, or failure to obey any lawful direction made and given by a Chief of Police and/or the Town Manager supervisor

where such violation or failure amounts to an act of insubordination or a breach of proper discipline or has resulted or might reasonably be expected to result in loss or injury to the Town or the public.

- d. Wanton Use of offensive conduct or language toward the public, Town officials, or other employees.
- e. Carelessness and/or negligence in the handling and control of Town property.
- f. Inducing or attempting to induce any Town employee to commit an unlawful act or to act in violation of any lawful and reasonable official regulation or order.
- g. Taking any fee, gift, or other valuable thing in the course of work or in connection with work, for personal use when such is given with the expectation of receiving a favor or better treatment.
- h. Dishonesty in the performance of duty, or in the employee's application for employment with the Town.
- i. Unauthorized absence from work.
- j. Drinking of alcoholic beverages or using any drug(s) to the extent of affecting job performance as determined by the Town, or consumption or use of alcoholic beverages or illegal drugs while at work.
- k. Possession, use, distribution, sale, or manufacture of a controlled substance.
- l. Failure to satisfactorily perform job duties, disruption of the Employer's operation, or other legitimate business reason.
- l-m. Violation of the Town's Drug and Alcohol Testing Policy.

Formatted: Font:

Formatted: List Paragraph, Right: 0", Line spacing: single, No bullets or numbering, Tab stops: Not at 2.16"

7. The Chief of Police and/or the Town Manager Supervisors shall start the ~~most complete~~ investigation of the questionable behavior or conduct ~~suspension or termination notices~~ within ~~fifteen ten~~ (15) ~~businessworking~~ days of notification of the same. ~~occurrence or discovery.~~ Upon completion of the investigation, the Chief of Police and/or the Town Manager will notify the employee and the Association of results will be completed in writing, and will be

~~provided to both the employee and the Association.~~

B. — Circumstances related to both warning notices and suspension or termination may be grieved using the grievance procedure. ~~All formal grievances must be submitted within ten working days of the event or discovery, per Article 15, below.~~

Formatted: Space Before: 0.35 pt

Formatted: Body Text, Indent: Left: 1.07", Right: 0.26", Line spacing: Multiple 1 li, Tab stops: 1.61", Left

ARTICLE 14, GRIEVANCE PROCESS.

Employees are encouraged to discuss concerns about work related conditions. A grievance is defined as an employee's expressed feeling of dissatisfaction concerning conditions of employment or treatment by the Town administration ~~or supervisors~~. If the issue cannot be resolved ~~with the Chief of Police at the level of the first line supervisor~~, employees may submit a formal grievance. Time lines stated in the grievance procedure may be extended at any time upon mutual written consent of both parties. All reasonable attempts shall be made to resolve grievances at the lowest level when possible.

STEP I Any grievance must be discussed at this level within ~~fifteen~~ ~~ourteen~~ (15) ~~businesscalendar~~ ~~days~~ of the employee becoming aware of the initial problem. This step is an opportunity for both parties to resolve the issue informally through a dialogue with their ~~Chief of Police supervisor~~. The ~~Chief of Police supervisor~~ has ~~fifteen~~ (15) ~~businessworking~~ days to resolve the grievance or inform the grievant that the grievance may advance to the next step. If the magnitude of the grievance is serious enough that termination is the remedy proposed by the Employer, this step may be bypassed.

STEP II The grievant has ~~fifteen~~ (15) ~~businessworking~~ days from the end of Step I to present the grievance formally in writing to the Chief of Police. Formal filing of a grievance means that the grievant must present a brief but thorough written description of the grievance and the facts upon which it is based.

It also must detail the proposed remedy or correction sought with reference made to the ~~S~~section of the collective bargaining contract that the grievant believes was violated. In addition to the above, the grievant must contact the MPEA Field Representative for information and advice. The Chief of Police shall have ~~fifteen~~ (15) ~~businessworking~~ days to resolve/respond to the grievance. If the grievance is still unresolved the Chief of Police will render ~~their his/her~~ decision to the employee in writing and forward a copy to the Town ~~Operations~~ Manager.

STEP III Following receipt of the Chief of Police's response to Step II, the Town ~~Operations~~ Manager shall have ~~fifteen~~ (15) ~~businessworking~~ days to review the grievance and provide a written

response to the involved parties.

STEP IV In the event the grievant is not satisfied with the response from Step III parties are unable to agree at Step III, the grievant may proceed to arbitration. The parties ~~parties~~ may request a list of five (5) arbitrators from the State of Montana Board of Personnel Appeals. The parties shall meet within seven (7) calendar days of receiving the list to decide upon an arbitrator. The parties may select an arbitrator by mutual agreement, or by alternately striking names from the list. The order by which names shall be struck from the list shall be determined either by mutual agreement or by flipping a coin. The last name left on the list shall be designated the arbitrator.

The Parties shall jointly contact the arbitrator and establish a date for the arbitration hearing. The arbitrator shall rule on the matters within the scope of the terms of this Agreement only and the arbitrator's decision shall be binding on both parties.

Each party shall bear the fees and expenses of the presentation of its case. The fees and expenses of the impartial arbitrator shall be shared equally between the parties. In the event either party to the arbitration requests a transcript of the proceedings, the party requesting the transcript shall bear all costs of such transcript.

ARTICLE 15, UNIFORM ALLOWANCE & TRAINING AMMUNITION

The Employer will supply employees with all required uniform items and footwear to perform their duties as reflected in the Police Department Policies.

The Employer shall provide duty and training ammunition as required by the training policies for the Police Department.

ARTICLE 16, HEALTH AND WELFARE

- A. The Employer shall contribute 75% of each premium and the employee shall contribute the remaining 25% of the current health insurance in effect.
- B. The health and safety of employees shall be reasonably protected while in the service of the Employer. Both parties to this Agreement hold themselves responsible for the mutual cooperative enforcement of safety rules and regulations.
- C. If the employee desires, the Employer will provide a membership to a local gym or fitness center at no cost to the employee. Employees shall be responsible for all federal and state taxes associated with the Town's provision of the gym membership.

- D. The Employer shall carry a \$50,000 life insurance policy on each officer.
- E. Part-Time employees shall receive benefits at a pro-rated cost as outlined in the Town's Personnel Policy Manual

ARTICLE 17, LIGHT DUTY/PARENTAL LEAVE

Maternity & Parental Leave shall be in accordance with Town [Personnel Policy Manual, adopted in August 2017.](#)

In accordance with [Section MCA-7-32-4136, MCA](#), the Chief of Police may, at their discretion, utilize a sick or injured employee in a "light duty" capacity with the written authorization from the employee's treating physician.

ARTICLE 18, LIABILITY INSURANCE

The Employer, in accordance with [Section 2-9-305, MCA](#) shall pay the necessary premiums to provide general liability insurance and the necessary surety bonds for all employees performing their duties for essential Town business.

In the event an employee is personally sued as a result of performing their work duties, the Employer will defend the employee in accordance with terms and conditions outlined in [Section 2-9-305, MCA](#).

ARTICLE 19, TRAINING AND EDUCATIONAL ADVANCEMENT

The Employer shall provide proper training and education for the advancement and benefit of the employees. Such training and education shall be recommended by the Chief of Police. The Employer will meet or exceed the State of Montana's minimum annual training requirements. [Refer to the Town Personnel Policy Manual Sections 06-14, 06-16, and 11-05 for specific education benefits.](#)

ARTICLE 20, PENSIONS

The Town will continue to participate in the Municipal Police Officers' Retirement System (MPORS). Officers may elect to make their own contributions to the Town's Section 457 plan.

ARTICLE 21, COMPENSATION AND PAY PERIODS

- A. Addendum ~~A1 shall show implementation of is~~ the pay plan for current employees.
- B. Employees shall move to the next pay increments by satisfactorily performing duties as documented by their most recent evaluation and in accordance with Montana POST Certification Requirements as outlined below:

1. **Entry:** Shall be from the date of hire until the end of the probationary period, unless the officer currently holds a Basic ~~C~~ertificate or higher. Officers who hold a higher certificate will start at the level of their certificate but will be paid at one pay band lower than level of their certificate for the duration of the probationary period.
 2. **Basic:** Officers must have completed:
 - a. The discipline-specific Basic ~~C~~ourse at MLEA or a POST-approved equivalent
 - b. One full year of discipline-specific employment with the Town
 - c. Their probationary period with the Town.
 3. **Intermediate:** Officers must have completed:
 - a. The discipline-specific Basic Certificate
 - b. Served at least one (1) year with the Town and be satisfactorily performing the duties, attested to by the Chief of Police
 - c. Four (4) years' discipline-specific experience and 200 job-related POST training hours
 4. **Advanced:** Officers who must have completed:
 - a. The discipline-specific Intermediate ~~C~~ertificate or higher
 - b. Served at least one (1) year with the Town and be satisfactorily performing the duties, attested to by the Chief of Police
 - c. Eight (8) years' experience discipline-specific and 400 job-related POST training hours
- C. Pay periods for all employees will be a two-week period opening on Sunday and closing every second Saturday for a total of 26 pay periods per year. Paychecks will be distributed every two (2) weeks, five (5) business days after the end of the pay period. ~~The bi-weekly payroll will be established no later than July 1 of 2016~~
- D. Voluntary deductions will be based on current pay practice as administered by the Town. ~~Merit increases of 2% will be applied after a satisfactory performance evaluation unless the employee achieves a pay band increase in that same year.~~

ARTICLE 22, PERSONAL USE OF TOWN FACILITIES

Personal use of ~~T~~own facilities will be in accordance with ~~T~~own policy. This policy may be changed by mutual agreement of both parties.

ARTICLE 23, MUTUALLY AGREED NO STRIKE, NO LOCKOUT

During the processing of any matter under the grievance ~~A~~article, or at any other time during the term of this ~~A~~greement, the Association agrees not to strike, render unfair reports, or cause slow down. The Employer agrees not to lock out employees represented by the Association.

ARTICLE 24, TERM OF THE AGREEMENT

Except as provided below, this ~~A~~greement shall terminate on ~~June 30th, 2021. June 30, 2018.~~

Formatted: Superscript

On or before March 1, ~~2021+8~~, the bargaining unit may notify the Town in writing or electronically of its desire to negotiate the terms and provisions of a successor ~~A~~greement and the Town reserves the right to notify the ~~A~~association of its desire to open negotiations. Promptly following such notification, the parties shall meet and engage in such negotiations.

If neither party hereto gives notice to the other party of its desire to negotiate a successor agreement prior to the date specified above, this contract shall automatically be renewed for a single one-year term. After this one-year period is over, the Agreement expires completely. If neither party wishes to make changes, a new contract term shall be agreed upon.

Both parties, by mutual agreement, may agree to negotiate specific contract issues or articles during the contract period, but any change must be by mutual agreement between parties.

This Agreement shall be effective as of the signed date or the start date of the contract whichever is the later.

Ratification of terms of Agreement between the Town of West Yellowstone and the members of the Montana Public Employees Association, West Yellowstone Police Protective Unit entered into on _____

For the Town of West Yellowstone:

Brad Schmier, Mayor

Date

Daniel Sabolsky, Town Manager

Date

For the West Yellowstone Police Protective Unit, MPEA:

Anthony Kearney, Chapter Representative

Date

Megan Casey, Field Representative

Date

Quinton Nyman, Executive Director

Date

Addendum A

Entry: \$ 18.09

Basic: \$ 19.25

Intermediate: \$ 22.50

Advanced: \$ 26.03

New Hire Starting Wages:

Level	Current	Year 1 \$1	Year 2 3%	Year 3 2%
Entry	\$ 18.09	\$ 19.09	\$ 19.66	\$ 20.05
Basic	\$ 19.25	\$ 20.25	\$ 20.85	\$ 21.26
Intermediate	\$ 22.50	\$ 23.50	\$ 24.20	\$ 24.68
Advanced	\$ 26.03	\$ 27.03	\$ 27.84	\$ 28.39

NOTE: These salary adjustments will become active once the current contract term expires on June 30, 2018 and are not retro-active. Currently employed officers will be provided a \$1/hour raise in the Year 1, a 3% raise in Year 2, and 2% raise in Year 3 of this contract. Currently employed officers will still be eligible for incremental increases based on their length of service and achieved training levels as outlined in Article 21.