

# Town of West Yellowstone

Tuesday, June 5, 2018 – 7:00 PM

West Yellowstone Town Hall, 440 Yellowstone Avenue

## TOWN COUNCIL MEETING

Pledge of Allegiance

Purchase Orders

Treasurer's Report & Securities Report

Claims ∞

Consent Agenda: **Minutes of May 14, 2018 Town Council Meeting** ∞

Business License Applications ∞

- 617 Maintenance, James Hain
- Tacos El Mirador, Mexican Food Inc.
- Yellowstone Point S. (formerly Yellowstone Automotive)

Advisory Board Report(s)

Town Manager & Department Head Reports

### Comment Period

- **Public Comment**  
2017 Snowmobile Expo Report
- **Council Comments**

### NEW BUSINESS

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Planning Board Appointment, Gallatin County Commission Designation	Discussion/Action ∞
Outside Amplification Permit Application, Wild West Yellowstone Rodeo	Discussion/Action ∞
Kelly Inn Annex Site Plan	Discussion/Action ∞
Ventures West Employee RV Park Site Plan	Discussion/Action ∞
Music in the Park, 2018 Concert Series, Event Permit, Outside Amplification Permit	Discussion/Action ∞
Resolution No. 711, Exempt Open Container Law, Music in the Park 2018	Discussion/Action ∞
Yellowstone Rod Run 2018, Event Permit, Outside Amplification Permit	Discussion/Action ∞
Resolution No. 712, Exempt Open Container Law, Yellowstone Rod Run 2018	Discussion/Action ∞
Ordinance No. 266, Business License Requirements, 2nd Reading	Discussion/Action ∞
Aquatic Center, Letter of Support	Discussion
Resolution No. 710, Outstanding Warrants	Discussion/Action ∞
Staffing Plan Amendment	Discussion/Action ∞
Collective Bargaining Agreement, Employees Unit	Discussion/Action ∞
Correspondence/FYI/Meeting Reminders	
Town Manager Evaluation, Executive Session if Requested	



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

Public Hearing/Public Meeting

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

Oral Communication

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

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

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

General Town Council Meeting Information

- Regular Town Council meetings are held at 7:00 PM on the first and third Tuesdays of each month at the West Yellowstone Town Hall, 440 Yellowstone Avenue, West Yellowstone, Montana.
- Presently, informal Town Council work sessions are held at 12 Noon on Tuesdays and occasionally on other mornings and evenings. Work sessions also take place at the Town Hall located at 440 Yellowstone Avenue.
- The schedule for Town Council meetings and work sessions is detailed on an agenda. The agenda is a list of business items to be considered at a meeting. Copies of agendas are available at the entrance to the meeting room.
- Agendas are published at least 48 hours prior to Town Council meetings and work sessions. Agendas are posted at the Town Offices and at the Post Office. In addition, agendas and packets are available online at the Town's website: [www.townofwestyellowstone.com](http://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](http://www.townofwestyellowstone.com).

\* ... Over spent expenditure

Claim	Vendor #/Name/ Check Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
44484	2852 Blackfoot Communications	1,980.73					
	06/15/18 602-4908, povah center	0.00*		POVAH	1000 411255	345	101000
	05/15/18 646-5106, fax soc svc	40.53		SOCSRV	1000 450135	345	101000
	05/15/18 646-5119, police station	40.53*		POLICE	1000 420160	345	101000
	05/15/18 646-5141, sewer plant alarm	40.53*		SEWER	5310 430600	345	101000
	05/15/18 646-5185, town hall alarm	40.53*		TWNHAL	1000 411250	345	101000
	05/15/18 646-7311, social services	72.94		SOCSRV	1000 450135	345	101000
	05/15/18 646-7481, povah elevator	41.67*		POVAH	1000 411255	345	101000
	05/15/18 646-7511, town hall fax	40.53*		TWNHAL	1000 411250	345	101000
	05/15/18 646-7609, public works	21.46*		SEWER	5310 430600	345	101000
	05/15/18 646-7650, police station fax	40.53*		POLICE	1000 420160	345	101000
	05/15/18 646-7715, povah center	31.85*		POVAH	1000 411255	345	101000
	05/15/18 646-7795, town hall	235.74*		TWNHAL	1000 411250	345	101000
	05/15/18 646-7845, court clerk	19.51		COURT	1000 410360	345	101000
	05/15/18 646-9017, library	41.85*		LIBRAR	2220 460100	345	101000
	05/15/18 646-9027, sewer plant alarm	40.53*		SEWER	5310 430600	345	101000
	05/15/18 ethernet, library	300.00*		LIBRAR	2220 460100	345	101000
	05/15/18 ethernet, povah center	310.00*		POVAH	1000 411255	345	101000
	05/15/18 ethernet, police station	350.00*		POLICE	1000 420160	345	101000
	06/15/18 ethernet, town hall	272.00*		TWNHAL	1000 411250	345	101000
44485	2813 Century Link	1,529.80					
	05/19/18 DSL Pub Serv Office 646-7949	0.00		BLDINS	1000 430200	345	101000
	05/19/18 Police 646-7600	334.47*		POLICE	1000 420160	345	101000
	05/19/18 E911 Viper 646-5170	98.44		E911	2850 420750	345	101000
	05/19/18 E911 255-9710	999.02		E911	2850 420750	345	101000
	05/19/18 E911 255-9712	24.51		E911	2850 420750	345	101000
	05/19/18 Alarm Lines, 646-5185	73.36*		TWNHAL	1000 411250	345	101000
44487	1514 Verizon Wireless	1,536.79					
	18 Smartphones						
	1 regular phones						
	5 laptops						
	05/20/18 640-0108, Police	58.79		POLICE	1000 420100	345	101000
	05/20/18 640-0121 Laptop	40.26		STREET	1000 420100	345	101000
	05/20/18 640-0141 Street SP	58.79		STREET	1000 430200	345	101000
	05/20/18 640-0159 Street SP	58.79		STREET	1000 430200	345	101000
	05/20/18 640-1103, Operator SP	58.79		STREET	1000 430200	345	101000
	05/20/18 640-1438, SS Director	28.23		SOCSER	1000 450135	345	101000
	05/20/18 640-1460, Library Dir, SP	58.79*		LIBRAR	2220 460100	345	101000
	05/20/18 640-1461, Street, SP	58.79		WATER	5210 430500	345	101000
	05/20/18 640-1462, Operator, SP	58.79		WATER	5210 430500	345	101000
	05/20/18 640-1463, Deputy PSS, SP	58.79*		SEWER	5310 430600	345	101000
	05/20/18 640-1472, Ops Mgr, SP	58.79		ADMIN	1000 410210	345	101000

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TOWN OF WEST YELLOWSTONE  
Claim Approval List  
For the Accounting Period: 6/18

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Report ID: AP100

\* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	05/20/18	640-1676, Rec Coord, SP		58.79		REC	1000 460440	345	101000
	05/20/18	640-1754, COP, SP		58.79		POLICE	1000 420100	345	101000
	05/20/18	640-1755, Police		58.79		POLICE	1000 420100	345	101000
	05/20/18	640-1756, Police		58.79		POLICE	1000 420100	345	101000
	05/20/18	640-1757, Police		58.79		POLICE	1000 420100	345	101000
	05/20/18	640-1758, Police, SP		58.79		POLICE	1000 420100	345	101000
	05/20/18	640-1759, Police		58.84		POLICE	1000 420100	345	101000
	05/20/18	640-7547, Street SP		58.79*		PARKS	1000 460430	345	101000
	05/20/18	640-9074, PSS, SP		58.79*		SEWER	5310 430600	345	101000
	05/20/18	683 laptop		40.01		POLICE	1000 420100	345	101000
	05/20/18	COP laptop		40.01		POLICE	1000 420100	345	101000
	05/20/18	686 laptop		40.01		POLICE	1000 420100	345	101000
	05/20/18	681 laptop		40.01		POLICE	1000 420100	345	101000
	05/20/18	new phone, Rec Coordinator		249.99		REC	1000 460440	212	101000
44489		2099 Quick Print of West Yellowstone		328.72					
	9891 04/03/18	office supplies-partial		10.96		STREET	1000 430200	220	101000
	9908 04/10/18	office supplies		14.68		STREET	1000 430200	220	101000
	10092 05/15/18	window envelopes		65.51*		FINADM	1000 410510	220	101000
	9982 04/23/18	HP Ink		36.99		REC	1000 460440	216	101000
	10056 05/08/18	envelopes		162.00		COURT	1000 410360	321	101000
	10035 05/04/18	labels		38.58		COURT	1000 410360	321	101000
44490		3030 Irma Vazquez		146.00					
	05/15/18	reimb travel, Billings		146.00		SOCSER	1000 450135	370	101000
44491		2514 Kathi Arnado		146.00					
	05/15/18	reimb travel, Billings		146.00		SOCSER	1000 450135	370	101000
44492		1 First Security Bank of BZN, Div		2,125.00					
	06/11/18	SLC loan origination fee		2,125.00		SLC	4000 470120	920	101000
44493		2 Forsgren Associates P.A.		1,500.00					
	118136 04/25/18	operation duties contract		1,500.00*		WATER	5210 430500	357	101000
44494		471 Northwest Pipe Fittings, Inc.		33.82					
	5966087-1 05/09/18	flange set		33.82		WATER	5210 430590	251	101000
44495		1219 Sabol and Rice, Inc		138.75					
	245063 05/10/18	shipment of filters and oil, i		138.75*		SEWER	5310 430630	369	101000

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44496		1622 CNA Surety		92.00					
	62058229N	06/20/18 notary bond, Gospodarek		40.00		FINADM	1000 410510	520	101000
	62058229N0	06/20/18 errors & omissions, Gospod		52.00		FINADM	1000 410510	520	101000
44497		1061 Lane and Associates		336.50					
	6109	04/30/18 random drug testing		336.50		ADMIN	1000 410210	356	101000
44498		2993 Land Solutions, LLC		4,572.12					
	05/11/18	development review, zoning upd		4,572.12		ADMIN	1000 411000	357	101000
44499		162 House of Clean		172.76					
	209730	05/17/18 supplies		172.76		PARKS	1000 460430	220	101000
44500		333 Montana State Library		1,721.43					
	05/17/18	shared catalog, FY 2019		1,721.43		LIBRAR	2220 460100	398	101000
44501		2886 Sunset		24.00					
	06/01/18	subscription renewal		24.00		LIB	2220 460100	215	101000
44502		2586 Waxie Sanitary Supply		5,797.32					
	77453633	05/11/18 custodial supplies		5,797.32		PARKS	1000 460430	220	101000
44503		2801 West Yellowstone Back & Neck		200.00					
	05/15/18	DOT physicals, Hansen, Westpha		200.00		STREET	1000 430200	351	101000
44504		497 MT Dept Environmental Quality		170.00					
	5R1803305	06/30/18 water renew fee, VanLeeuwen		30.00		WATER	5210 430500	380	101000
	5R1802790	06/30/18 water renew fee, Patterson		30.00		WATER	5210 430500	380	101000
	5R1802790	06/30/18 sewer renew fee, Patterson		40.00		SEWER	5310 430600	380	101000
	5R1802688	06/30/18 water renew fee, Arnado		30.00		WATER	5210 430500	380	101000
	5R1802688	06/30/18 sewer renew fee, Arnado		40.00		SEWER	5310 430600	380	101000
44505		2800 RDO Equipment Co.		267.02					
	P36700	05/21/18 parts		267.02		STREET	1000 430200	220	101000
44506		2198 Westgate Auto Body		890.40					
	3096	05/18/18 2011 Ford Exp, hood + battery		890.40		STREET	1000 430200	351	101000
44507		2264 MORNING GLORY COFFEE & TEA		33.75					
	33083	05/12/18 supplies		33.75		DISPAT	1000 420160	220	101000

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44508	135 Food Roundup	51.97					
	05/01/18 supplies, jail	36.29		JAIL	1000 420230	220	101000
	05/01/18 supplies, legis	15.68		LEGIS	1000 410100	220	101000
44509	99906 Secretary of State	25.00					
	05/30/18 notary renewal	25.00		FINADM	1000 410510	335	101000
44510	1085 JD Speciality Services	750.25					
	3351 05/23/18 safety support system, Pump #2	750.25*		SEWER	5310 430600	366	101000
44511	1532 Montana Magistrates Association	200.00					
	05/23/18 MMA dues, Brandis	200.00*		COURT	1000 410360	335	101000
44512	3105 Alex Schmier	105.00					
	05/11/18 court interpretor	105.00		COURT	1000 410360	394	101000
44513	3124 Rick Chen	180.00					
	05/11/18 court interpretor	180.00		COURT	1000 410360	394	101000
44514	2658 Delfino Salinas	150.00					
	05/11/18 court interpretor	150.00		COURT	1000 410360	394	101000
44515	951 Barnes & Noble	508.72					
	3660307 05/04/18 books	187.04		LIB	2220 460100	215	101000
	3660313 05/04/18 books	125.75		LIB	2220 460100	215	101000
	3636560 03/27/18 books	195.93		LIB	2220 460100	215	101000
44516	1856 Lisa Carter	350.00					
	05/23/18 refund PCC deposit, 5/21/18	350.00		POVAH	2210 214001		101000
44517	3006 KARLA SALINAS	350.00					
	05/14/18 refund PCC deposit, 5/21/18	350.00		POVAH	2210 214001		101000
44518	547 WY Chamber of Commerce	6,387.40					
	TOWNVIC18- 04/12/18 VIC support	3,387.40		FINADM	1000 410100	870	101000
	TOWNVIC18- 04/12/18 chamber phone system	3,000.00		FINADM	1000 410100	870	101000
44519	2977 Staples Credit Plan	1,529.63					
	05/11/18 office supplies	472.29*		SOCSE	1000 450135	220	101000
	05/11/18 office supplies	154.40*		FINADM	1000 410510	220	101000
	05/11/18 office supplies	62.18		POLICE	1000 420100	220	101000
	05/11/18 office supplies	731.02		DISPAT	1000 420160	220	101000
	05/11/18 office supplies	65.38		TWNHAL	1000 411250	220	101000
	05/11/18 office supplies	44.36		JAIL	1000 420230	220	101000

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44520	05/30/18	2306 Brandy Holland reimb supplies, phone accessor		79.98 79.98		REC	1000 460440	220	101000
44521	1072 05/04/18	3090 Innovative Engineering, Inc. DEQ assistance		358.10 358.10		SEWER	5310 430630	937	101000
44522	7230 05/10/18	2782 BioLynceus Biological Solutions, probiotic scrubbers		7,462.91 7,462.91		SEWER	5310 430640	459	101000
44523	23287790 05/17/18	3004 Partsmaster parts		118.84 118.84		STREET	1000 430200	220	101000
44524	5460 05/25/18	309 PJ's Plumbing & Heating bathrooms-UPDL		2,196.10 2,196.10		UPDL	4000 460460	920	101000
44525	07191003 05/14/18	2652 Center for Education & subscription, police		124.95 124.95		POLICE	1000 420100	220	101000
44526	05/31/18	547 WY Chamber of Commerce MAP, Marc Willson wkshop		1,200.00 1,200.00		MAP	2101 410130	398	101000
44527	05/31/18	2500 Black Mountain Productions MAP advance 2018, Music in Par		4,375.00 4,375.00		MAP	2101 410130	398	101000
44528	7953 05/31/18	3101 Advanced Pump & Equipment service, chlorine system		1,634.05 1,634.05		WATER	5210 430550	369	101000
44529	210534 05/31/18	162 House of Clean supplies		106.53 106.53		PARKS	1000 460430	220	101000
44530	05/31/18	1282 Elizabeth Roos refund Povah deposit		350.00 350.00		POVAH	2210 214001		101000
44531	535713 05/17/18	2908 Frontline Ag Solutions, LLC fulcrum		49.47 2.70		STREET	1000 430200	220	101000
	540361 05/31/18	blade		46.77		STREET	1000 430200	220	101000
44532	P36867 06/01/18	2800 RDO Equipment Co. auto supplies		1,000.24 1,000.24*		STREET	1000 430200	361	101000

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44533			1417 DYER GROUP, LLC	105,253.00					
	18008	06/01/18	WW treat plant, final engineer	3,000.00		SEWER	5310 430640	354	101000
	18009	06/01/18	Test well, engineering	16,657.00		WATER	5220 430530	939	101000
	18011	06/01/18	well house + line, engineering	45,587.00		WATER	5220 430530	939	101000
	18010	06/01/18	production well engineering	34,287.00		WATER	5220 430530	939	101000
	18012	06/01/18	effluent outfall engineering	4,487.00		SEWER	5310 430640	934	101000
	18013	06/01/18	slurry seal, engineering	1,235.00		GASTAX	2820 430200	354	101000
44534			3125 O'Keefe Drilling	156,495.24					
	1	05/31/18	well drilling, April 2018	158,076.00		WATER	5220 430530	939	101000
	1	05/31/18	1% MT contractors tax	-1,580.76		WATER	5220 430530	939	101000
44535			277 DEPARTMENT OF REVENUE	1,580.76					
	1	05/31/18	O'Keefe Drilling, West Yellows	1,580.76		WATER	5220 430530	939	101000
44536			1864 Loomis Family Limited	15.83					
		05/31/18	fuel, lawn mower	15.83		PARKS	1000 460430	231	101000
			# of Claims	51	Total:				316,731.88



WEST YELLOWSTONE TOWN COUNCIL  
**Town Council Meeting**  
**May 14, 2018**

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

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

The meeting is called to order by Mayor Brad Schmier at 5:30 PM in the Town Hall, 440 Yellowstone Avenue, West Yellowstone, Montana.

Portions of the meeting are being recorded.

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

### **WORK SESSION**

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**Public Comment Period:** SJ Shepherd addresses the town regarding the Planning Board and reads a written statement. She emphasizes that according to state law and the Town Municipal Code, the Planning Board is only an advisory board. She also questions the current interpretation of the term "resident freeholder" and asks the Council to consider whether property and business owners in West Yellowstone should be able to have input and affect planning decisions.

The work session topic is a discussion of the Legal Services Request for Proposals process. Mayor Brad Schmier explains that Chief of Police Scott Newell, Town Manager Dan Sabolsky, and Council Member Greg Forsythe conducted in-person visits to each of the three top respondents. Schmier asks each member of the committee to share their impressions of each firm. Sabolsky speaks first and describes the pros and cons of each firm. Cummings and Griffith is based in Big Sky, would likely make the Town a priority client, they have isolated planning and land use experience, they may be sympathetic to developers, comfortable and willing to learn, but not a lot of litigation experience. The partnership was established in September of 2017 and Forsythe agrees that they are strong in subdivision and land use development. Sabolsky says that Christopher Gray is also looking for a major client, has some experience in the county prosecutors office, is a soft spoken individual, and is an one-person office. His intention is to sub out any work he isn't experienced in or is limited on time. His proposal is to charge a flat fee per month for main services, but extraordinary services outside the normal scope of work would be at an additional fee. Newell says that he felt that Christopher Gray was well ahead of the other two firms. He says that Gray is hungry for work and anxious to establish a solid business. Newell says he also showed an ability to utilize technology and understands the use of video evidence, which he really values. He points out that they recently converted to a court of record, which is a technology based system. He had concerns about Cumming and Griffith and strongly preferred Gray. He points out that currently with Kasting, Kauffman and Mersen (KKM), they get the junior attorney every time they have court. Sabolsky says that they have been with KKM for several years now. He says that Mersen is very busy and is sometimes slow to respond. Bill Hansen recently retired from the firm, so they do not have any HR (human resources) expertise and he feels she lacks planning and land use experience. Sabolsky says that he was somewhat concerned about Griffith and Cummings because of the statement made at a previous council meeting regarding Ordinance 266. They stated that one of the definitions in the ordinance was ruled as unconstitutional in district court. It turned out to just be a legal opinion from a city attorney. He says that Mersen has been good, but with the frequent turnover with their junior staff, it has been difficult for her to keep up. Martineau says that when we was with the County, he felt that Gray was very direct and didn't hesitate to deliver less than popular news. Schmier says that he has a lot of respect for Mersen and says that she helped him considerably a few years back when they were between managers. He says that he spoke to her frequently and appreciated her assistance. He says that Cummings and Griffith don't have a lot of litigation experience, but he isn't sure that is all that necessary. He also points out that their contract with Mersen is not exclusive and they could always reach out to another

firm for specific assistance. Forsythe asks about HR experience for Griffith & Cummings or Chris Gray. Sabolsky says that Alana Griffith had some experience with union negotiations but Gray has served as chief counsel to the commissioners and dealt with multiple personnel issues. Johnson says that he did some research on his own. He feels that Griffith & Cummings are not what they are looking for. He says that he heard multiple good recommendations about Chris Gray but also points out that Mersen is well connected with multiple resources. Schmier says that he believes there is a lot of benefit from what Kasting, Kauffman & Mersen can offer. Martineau expresses concern about response time and level of service from Mersen. Newell says that he is frustrated with Mersen's office leading up to court day, says that when court is on Fridays they are bombarded with requests on the preceding Wednesday. He also disapproves with the practice of allowing defendants to appear in court by Skype or video conferencing. Just last Friday they had a truck driver contest a speeding ticket and he was actually driving his truck during the appearance. He says the prosecution has to agree to such video appearances and he disagrees with that. He doesn't mind pre-trial and initiatory appearances, but feels that defendants should actually appear before the judge. The Council discusses who to contact when Mersen is not available and if there is someone else to contact. Forsythe says that Mersen has worked well for the Town and helped them through some difficult situations. He says that he thinks Mersen is overloaded but they could talk to her about who else to contact when she isn't available. He says that he like Griffith & Cummings and their presentation was well done, they have relevant land and planning experience, and wouldn't have a problem using them. He says he was not impressed with Chris Gray and his intent to sub-contract out a lot of the work. He says that Gray did indicate he would be willing to consider another legal based position with the Town. Burke agrees with Forsythe because of Mersen's experience and depth with the Town. He thinks they need to clearly communicate their expectations and is also open to using Cummings & Griffith for land development issues if necessary. Martineau says he is okay with Mersen, but also agrees that they need to be specific about what they expect and response time.

The work session is adjourned at 6:35 PM.

#### **ACTION TAKEN**

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- 1) Motion carried to approve the claims, which total \$123,573.72. (Forsythe, Martineau) Schmier abstains from #44463, Forsythe abstains from #44438.
- 2) Motion carried to approve the minutes of the May 3, 2018 Town Council Meeting. (Martineau, Burke)
- 3) Motion carried to approve the 1<sup>st</sup> reading of the Business License Ordinance, to include minor changes as noted. (Forsythe, Burke)
- 4) Motion carried to approve Resolution No. 709, a resolution setting business license fees. (Forsythe, Burke)
- 5) Motion carried to approve the variance request made by Hibernation Station to construct a 800 square building, four-bedroom structure to be used as workforce housing with the condition that the outside sprinkler system be disabled until the water moratorium is lifted. (Burke, Martineau)
- 6) Motion carried to approve the recommendations form the Marketing and Promotions Fund Advisory Board to award \$17,500 to Music in the Park, 2018 Series and \$1200 to the West Yellowstone Chamber, Marc Willson Seminars for Community Business. (Forsythe, Martineau)
- 7) Motion carried to select Kasting, Kauffman and Mersen to provide legal services to the Town of West Yellowstone for a term of two years. (Forsythe, Johnson)
- 8) Motion carried to appoint Bill Howell to the Planning Board. (Johnson, Schmier) Burke, Forsythe, and Martineau are opposed, motion fails.

- 9) Motion carried to appoint Tim Daley to the Planning Board. (Johnson, Burke) Forsythe, Schmier and Martineau are opposed, motion fails.
- 10) Motion carried to appoint John Costello to the Planning Board (Johnson, Martineau) Burke is opposed, motion passes.
- 11) Motion carried to appoint Randy Wakefield to the Planning Board. (Johnson, Martineau) Motion passes.
- 12) Motion carried to appoint Dennis Hojen to the Planning Board. (Johnson, Forsythe) Schmier, Martineau, Forsythe are opposed, motion fails.
- 13) Motion carried to appoint Teri Gibson to the Planning Board. (Johnson, Martineau) Johnson, Schmier are opposed, motion passes.
- 14) Motion carried to appoint Jason Brey to the Planning Board. (Johnson, Martineau) Motion passes.
- 15) Motion carried to accept the Collective Bargaining Agreement with the Police Protective Unit of MPEA as written. (Forsythe, Burke) Johnson is opposed.

#### **Public Comment Period**

Bill Howell says that he has had a couple kids as well as grandkids ask why West Yellowstone doesn't have a skatepark. He says that skateparks can be purchased pre-made and suggests putting one in the city park. He says he understands there have always been concerns about liability, but he thinks it would be a good activity to have available. He encourages the Council to consider funding one during the next budget cycle.

West Yellowstone Chamber of Commerce Executive Director reports that tomorrow, Yellowstone Park Superintendent Wenk will be in Town to discuss multiple issues that affect the park and West Yellowstone. She also invites everyone to participate in the business passport program to showcase new businesses. She also mentions that 20 students from the school have signed up to give blood next week.

#### **Council Comments**

Council Member Burke reports that he has attended several conferences over the last couple weeks including the Governor's Conference on Tourism, Housing, and the Montana Municipal Institute in Billings last week. He says they we are very fortunate to have the resources and staff that they have. He says we also need to be very careful to follow the laws and build on our strengths by staying within the scope of our responsibilities. Council Member Johnson says he walks around town frequently and had noticed the abundance of garbage. People that plow snow need to be reminded that it is their responsibility to clean up the areas where they plow. He says that he is thrilled that they acquired the 80 acres, but they cannot forget about the original townsite and taking care of the infrastructure. Patterson says that their water lines are actually in very good shape and some good decisions were made when it was put in, but there are sewer lines that they need to plan to replace.

#### **Public Hearing: Ordinance No. 266, Business License Ordinance Revisions**

Mayor Schmier opens the hearing and reads the hearing notice. Marc Shepherd addresses the Council regarding the proposed ordinance. He again points out that it would be a lot easier to understand if the changes to the ordinance were clearly identified. He says that although they changed the language regarding rental units, the term rental unit is not defined. He says that he believes some of the language is still open to interpretation and encourages them to keep working on it. Chipper Smith says that he agrees with Shepherd. He says he met with Sabolsky after the last meeting and was satisfied that they agreed on the intent, but he is still confused by the language. He also questions whether there should be clarification about residential or monthly rentals, especially in the Madison Addition. He explains that he has had both monthly

and nightly rentals for many years and points out the federal government views monthly rentals differently than nightly. He says nightly rentals are considered a commercial activity and must be reported differently and perhaps they should consider issues like that. He also encourages the Council to take another look at the Growth Policy that was adopted a couple months ago.

**Public Hearing – Variance Request, Permitted Use, Hibernation Station**

Mayor Schmier calls the hearing to order and reads the hearing notice. The hearing was advertised in the May 4, 2018 and May 11, 2018 editions of the West Yellowstone Star. Public Services Superintendent James Patterson reads the recommendation from the Planning Board, which discussed the request at a meeting on May 11, 2018. The Planning Board prepared a list of findings for the Town Council to consider. Tom Cherhoniak, an employee at Hibernation Station, speaks in favor of the project. No other public comment is received.

- 3) Mayor Schmier says that he agrees that they need to make this ordinance as clear and concise as possible. Sabolsky agrees and says that there are a few sections of the ordinance that they could work on. Finance Director Lanie Gospodarek points out a language edit regarding contractor licenses and a couple typographical corrections. The group discusses how to clarify the language surrounding nightly and monthly rentals. The staff explains that they really just want to ensure that nightly and monthly rentals are not on the same license. Johnson says the simplest way to accomplish that is to not require business licenses for monthly or residential rentals. Burke asks why are they now going to require licenses for residential rentals. Gospodarek explains that the current ordinance conflicts with the current fee resolution and they need to correct that. The group discusses the language in the ordinance at length.
- 4) The Council discusses Resolution No. 709 and makes minor grammatical corrections.
- 5) The Council discusses the variance request to build an employee housing cabin at Hibernation Station. The Council also considers the findings from the Planning Board. Johnson points out that the applicant has proposed disconnecting their outside sprinkler system until the water moratorium is lifted. Patterson says that Town Engineer Dick Dyer did the calculations and verified that by disconnecting the outside sprinkler system the net usage would be less than they are using now. Patterson says he has that information in an email and they will include that in the file. Schmier also states that he wants the record to reflect that approval of this structure is for workforce housing only. Forsythe makes a motion, seconded by Martineau, to approve the variance request made by Hibernation Station. After discussion, Martineau withdraws his second and the motion fails for lack of a second.
- 7) The council encourages Sabolsky to discuss some of the concerns that were brought up in the work session with Mersen prior to finalizing the contract.
- 10) The Council considers the ten applications received for Planning Board. There are currently four seats available on the board that, pursuant to advice from the Town's legal counsel, must live inside the limits of the Town. One more seat on the board shall be filled after designation by the County Commission, which may be an individual that lives outside of the Town limits. Seven of the applicants reside within the town limits and three do not. The Council votes on multiple motions (See motions #8-#14). Johnson thanks Bill Howell and Tim Daley for their years of service on the Planning Board. Schmier explains that the six applications that were not appointed will be forwarded to the County for consideration for designation for the final seat. The County is advertising the position until May 29 and then will make a designation soon thereafter. The Council agrees to draw randomly from a cup to determine terms. The Council agreed to appoint two individuals to one-year terms and two individuals to two-year terms to provide for staggered terms.

- 17) Mayor Schmier explains that the Police Protective Unit contract has been approved by the members. Sabolsky highlights the major changes in the contract. If approved, the officers will all receive \$1.00/hour for the first year of the contract, then a 3% raise for the next year and then a 2% raise for the third year. He points out that they adjusted the hours for the nighttime differential, clarified the disciplinary procedures, and clarified that part-time employees will receive benefits on a pro-rated basis. Johnson says that he did not have time to read the contract as he did not receive the version that highlighted all the changes until Friday night. He says that he is not comfortable voting on a document he has not had time to review.
- A) **Advisory Board Reports:** Public Services Superintendent James Patterson reports that the Planning Board met last week and discussed the variance request made by Hibernation Station, the Povah RV Park plans, and parking plan for the new Kelly Inn. Mayor Schmier reports that the Health Care Services board met last week and discussed operation of the clinic.
- B) **Town Manager and Department Head Reports:** Town Manager Dan Sabolsky reports that he met by phone last week with the engineer for the Moonrise development project as well as Dave DeGrandpre of Land Solutions to discuss the subdivision process for the project. The Police Protective Association Collective Bargaining Agreement was approved by a vote of 4 to 1. He reports that he met with Clyde Seely and Travis Watt on behalf of proposed improvements at Yellowstone Alpen Guides on Yellowstone Avenue. He says they will be submitting a new site/parking plan and will likely need to apply for a variance to the parking ordinance or purchase cash in lieu parking spaces. He says they are continuing to work on the building and development application process. They had a good response to the summer positions and intend to interview applicants this week. ThinkTank/Prospera are continuing to work on the plan for the 80 acres and intend to hold a public meeting in the near future. He is also working on getting the hockey rink group together again to discuss improvements to that activity.

Chief of Police Scott Newell reports that May 15 is national remembrance day for officers that are killed in the line of duty. He says that the department has raised over \$3000 for Special Olympics and successfully participated in the torch run last week. He also mentions responding to DRE (drug recognition evaluation) requests in Yellowstone Park, participating in disaster recovery drills, and pickup in calls this month.

Finance Director Lanie Gospodarek mentions that the staff of the Town Office attended training in Billings last week. Business license renewals have begun and they are working towards closing out the fiscal year and preparing the budget for the next year.

Public Services Superintendent James Patterson says they need to plan a day for the annual Town Clean Up, although there has been some effort around town already. They are also planning to clean up the cemetery prior to Memorial Day. The streets are covered in dirt and they are working to sweep as much as possible. He says that the Holland twins and some people from FreeHeel & Wheel took it upon themselves to pick up the east side of Boundary Street and the school kids cleaned up the park. The learning center is going well and they expect to finish on schedule. The well drilling is going well and they will be installing casing tomorrow. They are also doing maintenance on the chlorine building. They are finishing up their remodeling on the Union Pacific Dining Lodge, the flooring looks great and they hope to have 3 coats of varnish on the floor by Thursday. They will put more garbage cans out this week around town. He says that he went up to the spring and the flow looked good, but they won't be sure until the first part of June. He also has three contractors coming to look at the roof of the Town Hall and the roof at the UPDL. Schmier asks for clarification about drilling the well, as discussed at the previous meeting. Patterson explains that they didn't drill any deeper than expected, but they did decide to put the screen in 30 feet longer so they will have a better draw.

May 14, 2018  
Town Council Meeting  
Minutes, Page 6

The meeting is adjourned. (10:15 PM)

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Mayor

ATTEST:

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Town Clerk

# Town of West Yellowstone Business License Application

RECEIVED MAY 17 2018

Business Name: 627 MAINTENANCE

Applicant: JAMES HAIN

Contact Person: JAMES HAIN

Mailing Address: Box 224 W. YELLOWSTONE

Physical Address of Business: 627 FIREHOLE, W. YELLOWSTONE

Phone Number: 646-4738 Fax Number: \_\_\_\_\_

Email Address: JHAIN686@GMAIL.COM Website: \_\_\_\_\_

Signature of Property Owner of Record: James Hain

Subdivision: Old Town

Block: 13 Lot: 1

Zoning District, please mark one:

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

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

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

HOUSE MAINTENANCE, USE ONE WORK TRUCK

Business License Fee: \$ 50-

Resort Tax Bond: \$ \_\_\_\_\_

Total Amount Due: \$ 50-

James Hain  
Signature of Applicant

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

FOR OFFICE USE ONLY			
Date Approved by Town Council:	_____	_____	_____
at <u>5/17/18</u>	Check # <u>cash</u>	Amount \$ <u>50-</u>	License # _____
N _____	BLP _____	STX _____	BLC _____ RDX _____

DA 4-26-18

# Town of West Yellowstone Business License Application

Business Name: TACOS EL MIRADOR MEXICAN FOOD INC.  
Applicant: LUIS PONCE-BRAMBILA  
Contact Person: ENRIQUE TIPIANI  
Mailing Address: 4910 TRENT ST. CHUBBUCK, ID 83202-2954  
Physical Address of Business: 6400 PKWY. W. YELLOWSTONE, MT 59758  
Phone Number: (208) 680 3164 Fax Number: (208) 238 2188  
Email Address: ETPOS@YSHOO.COM Website: \_\_\_\_\_

Signature of Property Owner of Record: [Signature] Cole Parker  
Subdivision: OLD TOWN  
Block: 28 Lot: 13

Zoning District, please mark one:

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

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

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

THE BUSINESS HAS A MOBILE FOOD DISPENSING UNIT THAT WILL BE SELLING MEXICAN FOOD TO THE GENERAL PUBLIC. THE FOOD WILL BE FRESH MADE IN THE UNIT. THE UNIT WILL BE MOVED EVERYDAY. THE UNIT WILL BE PARK AT 11 W. YELLOWSTONE AVE. TOWN OF WEST YELLOWSTONE.

Business License Fee: \$ 50.00  
Resort Tax Bond: \$ 500.00  
Total Amount Due: \$ 550.00

[Signature]  
Signature of Applicant  
[Signature]  
Signature of Applicant  
4-9-18  
Date

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

# TOWN OF WEST YELLOWSTONE

I, Luis Ponce-Brambila, have received a copy of West Yellowstone ordinance number 5.30, regarding the definitions and requirements of mobile food vendors. I understand the need to follow this ordinance should my business license be granted for a mobile food vehicle.

Date: 5-4-18

  
Luis Ponce-Brambila





# Town of West Yellowstone Business License Application

Business Name: Yellowstone Point S, LLC  
Applicant: Clyde Seely  
Contact Person: Travis Watt  
Mailing Address: P.O. Box 1590  
Physical Address of Business: 555 Yellowstone Avenue, West Yellowstone, MT 59758  
Phone Number: 406-646-1165 Fax Number: 406-646-1052  
Email Address: clyde@threebearlodge.com Website: info@yellowstonepoints.com

Signature of Property Owner of Record: Clyde Seely, Three Bear Rentals

Subdivision: Town of West Yellowstone  
Block: 23 Lot: 10

Zoning District, please mark one:

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

- New Business  Transfer of Ownership  
 Change of Location  Name Change

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

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

Yellowstone Point S will be a retail tire store and general automotive repair shop. This location is the current location of See Yellowstone Alpen Guides and has been used for the same purpose for many years under a lease arrangement with Yellowstone Automotive. Yellowstone Auto moved out last October and we intend to continue offering those services under our own ownership. We have 3 working bays and plenty of storage for tires, parts and oil. All of our used oil is recycled in our other shop for heat. We plan to add another taller bay allowing us to work on larger trucks and RV's and will have an alignment machine in the future.

Business License Fee: \$ 50<sup>00</sup>  
Resort Tax Bond: \$ request waiver

Clyde Seely  
Signature of Applicant

Total Amount Due: \$ 50<sup>00</sup>

Signature of Applicant  
5/31/18  
Date

## FOR OFFICE USE ONLY

Date Approved by Town Council: \_\_\_\_\_

Date \_\_\_\_\_ Check # \_\_\_\_\_ Amount \$ \_\_\_\_\_ License # \_\_\_\_\_

SCN \_\_\_\_\_ BLP \_\_\_\_\_ STX \_\_\_\_\_ BLC \_\_\_\_\_ RDX \_\_\_\_\_



217 Yellowstone Avenue  
P.O. Box 1590  
West Yellowstone, MT 59758  
(406) 646-7353

April 19, 2018

West Yellowstone Town Council:

We are applying for a business license to open and operate YELLOWSTONE POINT S. Point S automotive tire and service stations are independently owned and operated.

We desire to operate Yellowstone Point S out of our current building that See Yellowstone Alpen Guides operates summer and winter tours from located at 555 Yellowstone Avenue. For about 18 years, Yellowstone Automotive has operated at that location. Yellowstone Automotive is no longer operating at that location and we would like to fill that need for the community.

With this in mind, we are requesting two items along with our business license application:

- 1- We would ask for your approval to waive the Resort Tax Bond fee. Our family of businesses has operated for over 40 years in West Yellowstone and since 1986, has consistently paid the resort tax on each service provided. We would continue to collect and remit the applicable resort tax on our sales and services at Yellowstone Point S.
- 2- We would ask that the parking plan be approved. We are not adding a new business to the location, just replacing a vacated business with a new name and ownership. We currently own the building and land that was previously leased to Yellowstone Automotive.

Thank you for your time and consideration.

Sincerely,

  
Clyde Seely

# Alpen Guides Project

- 1) **Properties:** 555 Yellowstone  
617 Yellowstone  
Properties are less than 250 feet apart – so can share parking.  
The Development Review Group (DRG) based all calculations on Winter Uses because Summer Uses are drastically lower.

2) **Snowcoach Seats:**

Number of Seats/Parking Factor = Parking Spaces Required  
124 seats/.3 = 42 Parking Spaces Required

Based on the information provided by Alpen Guides and confirmed by the DRG Group, only 15% of their winter customers come to the business location to board the coaches. The DRG recommends discounting the parking factor to 1.5 – a 50% reduction. Based on this discount, the required parking spaces needed for snowcoach seats would be **21 spaces**.

3) **Number of Coaches:**

13 Winter Coaches X 1 Parking Space per Coach = **13 Spaces**

555 Yellowstone: 15 Vehicles and 7 Trailers can be parked inside.

617 Yellowstone: 12 Vehicles can be parked inside.

Based on the Parking Ordinance, storage of snowcoaches can be inside of a structure WYC 17.42.090 (H).

4) **Tire/Repair Shop (555 Yellowstone):**

Square Feet of Tire/Repair Shop X Parking Factor/ 1000 sq. ft. = Parking Spots Required  
3,000 sq. ft. X 4.0 = 12,000/1,000 sq. ft. = **12 Parking Spots**

5) **Apartment Unit (617 Yellowstone):**

2 Spaces/unit X One Unit = **2 Spaces**

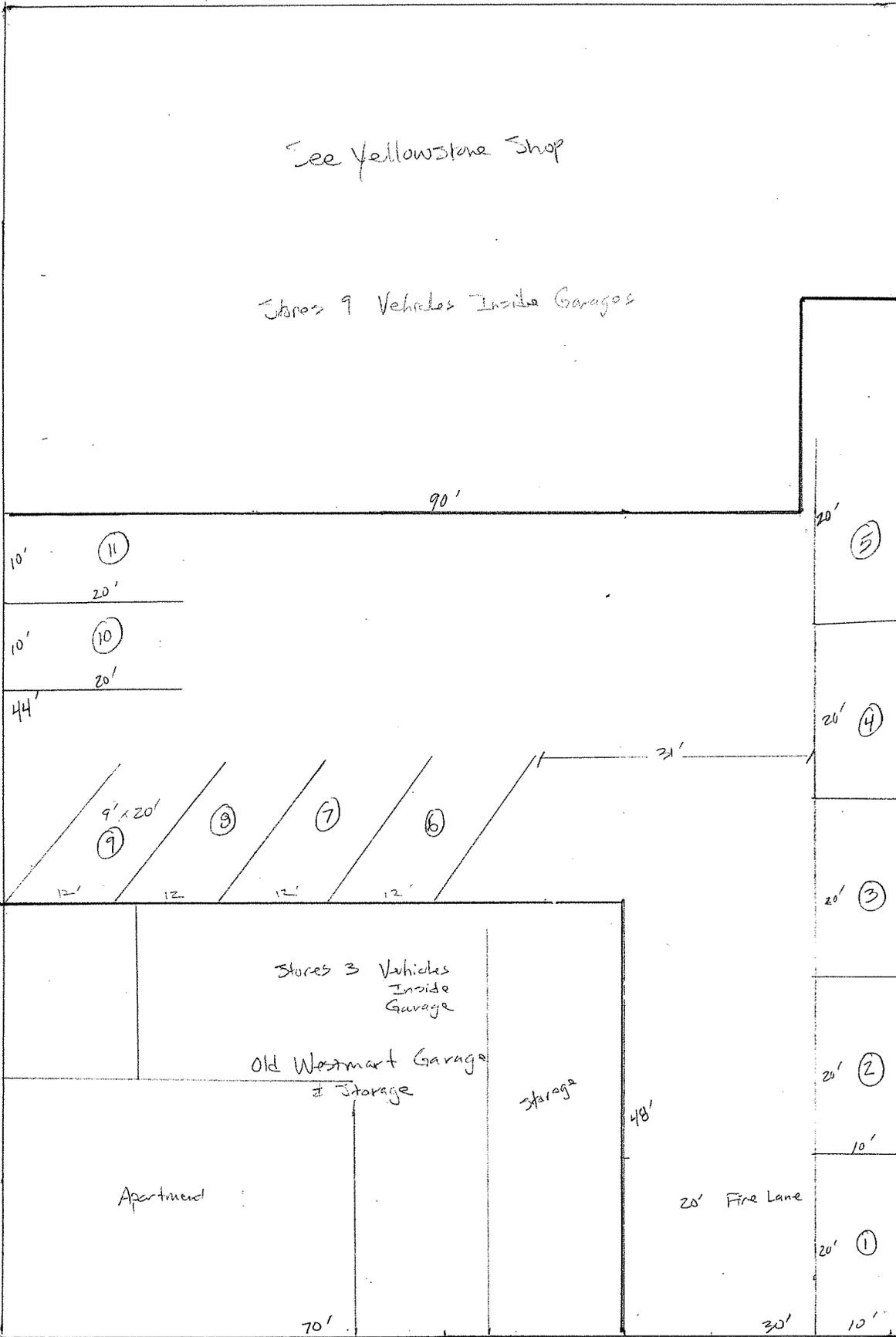
## Summary Table

	<u>Vehicle Parking Spaces Required By Code - Discounted</u>	<u>Current Spaces Provided on 555 and 617 Yellowstone</u>
Snowcoach Seats	35 Spaces	40 Spaces
Snowcoaches	13 Spaces	27 Spaces Inside + 7 Spaces for Trailers

601 Yellowstone Ave

See Yellowstone Shop

Stores 9 Vehicles Inside Garages



150'

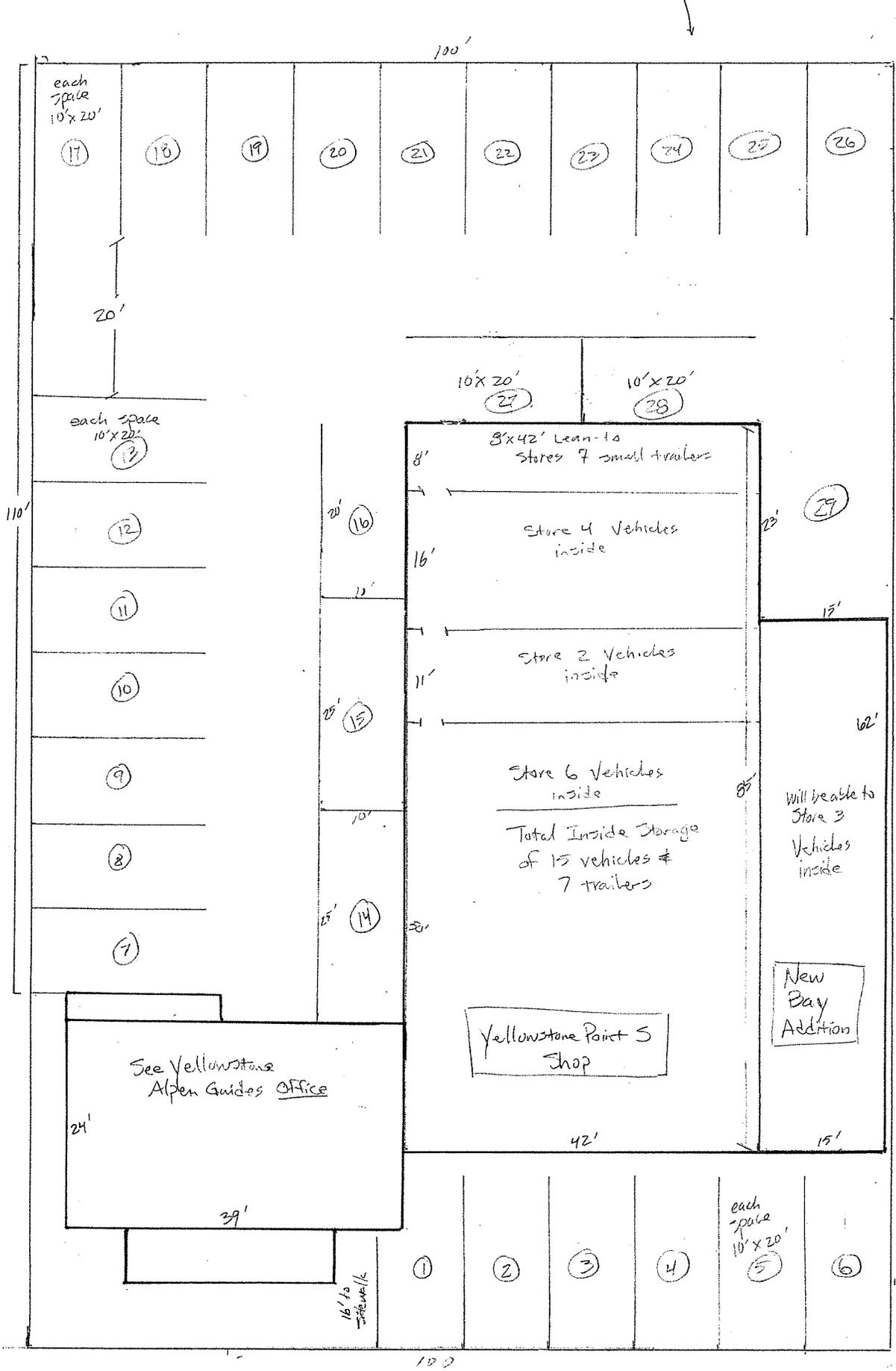
160' to 555 Yellowstone Property

Inside Parking of 12 Vehicles  
Outside Parking of 11 Vehicles

555 Yellowstone Ave

Inside Parking of 15 Vehicles and 7 trailers  
 Outside Parking of 29 Vehicles

In the Summer, 5 of these spots can be utilized as 2 RV spots



APPLICATION TO MAINTAIN AN ENCROACHMENT

Town of West Yellowstone

Gallatin County, Montana

DATE: May 18 2018  
APPLICANT: Clyde Seely  
ADDRESS: 613 Yellowstone Ave.  
PHONE: 648-1700  
INTEREST IN PROPERTY: Owner

OWNER OF RECORD'S SIGNATURE: \_\_\_\_\_

1. LEGAL DESCRIPTION:

Subdivision: \_\_\_\_\_  
Block: 22 Lot: 15  
Zoning District Number: \_\_\_\_\_

2. Please describe specifically the construction and size of the proposed encroachment. On the reverse of this application, please provide a sketch of the proposed encroachment. Request permission to pile snow across Yellowstone Ave adjacent to where the 1872 Inn piles theirs. This will be mostly from in front of and side of old Westmart Warehouse and apartment.

Clyde Seely  
Signature of Applicant

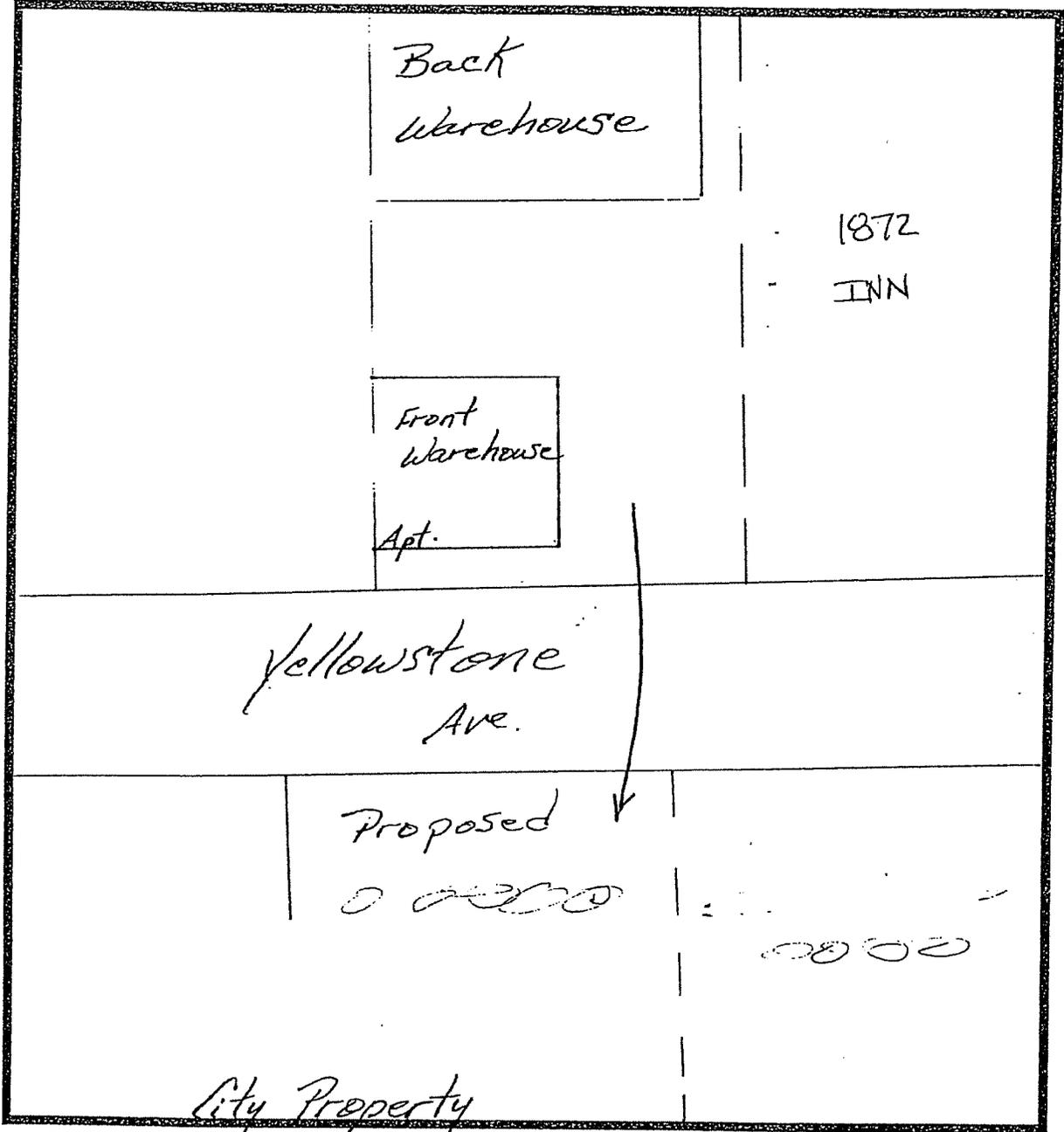
5-18-18  
DATE

For Office Use Only:  
DECISION BY TOWN COUNCIL

Approved  Disapproved

\_\_\_\_\_  
Mayor/Operations Manager

\_\_\_\_\_  
DATE



PLEASE INDICATE DIRECTION

# APPLICATION TO MAINTAIN AN ENCROACHMENT

Town of West Yellowstone  
Gallatin County, Montana

DATE: May 18, 2018  
APPLICANT: Clyde Seely - Yellowstone Alpen Guides/Point S  
MAILING ADDRESS: P.O. Box 518  
PHYSICAL ADDRESS: 555 Yellowstone Ave  
PHONE: 406-9591  
INTEREST IN PROPERTY: owner

OWNER OF RECORD'S SIGNATURE: \_\_\_\_\_

## 1. LEGAL DESCRIPTION:

Subdivision: \_\_\_\_\_  
Block: 22 Lot: 10  
Zoning District Number: \_\_\_\_\_

2. Please describe specifically the construction and size of the proposed encroachment. On the reverse of this application, please provide a sketch of the proposed encroachment.

Request permission to pile snow  
across Yellowstone Ave to the south of  
property and to pile snow on interior  
parkway of block (Alley A)

Clyde Seely  
Signature of Applicant

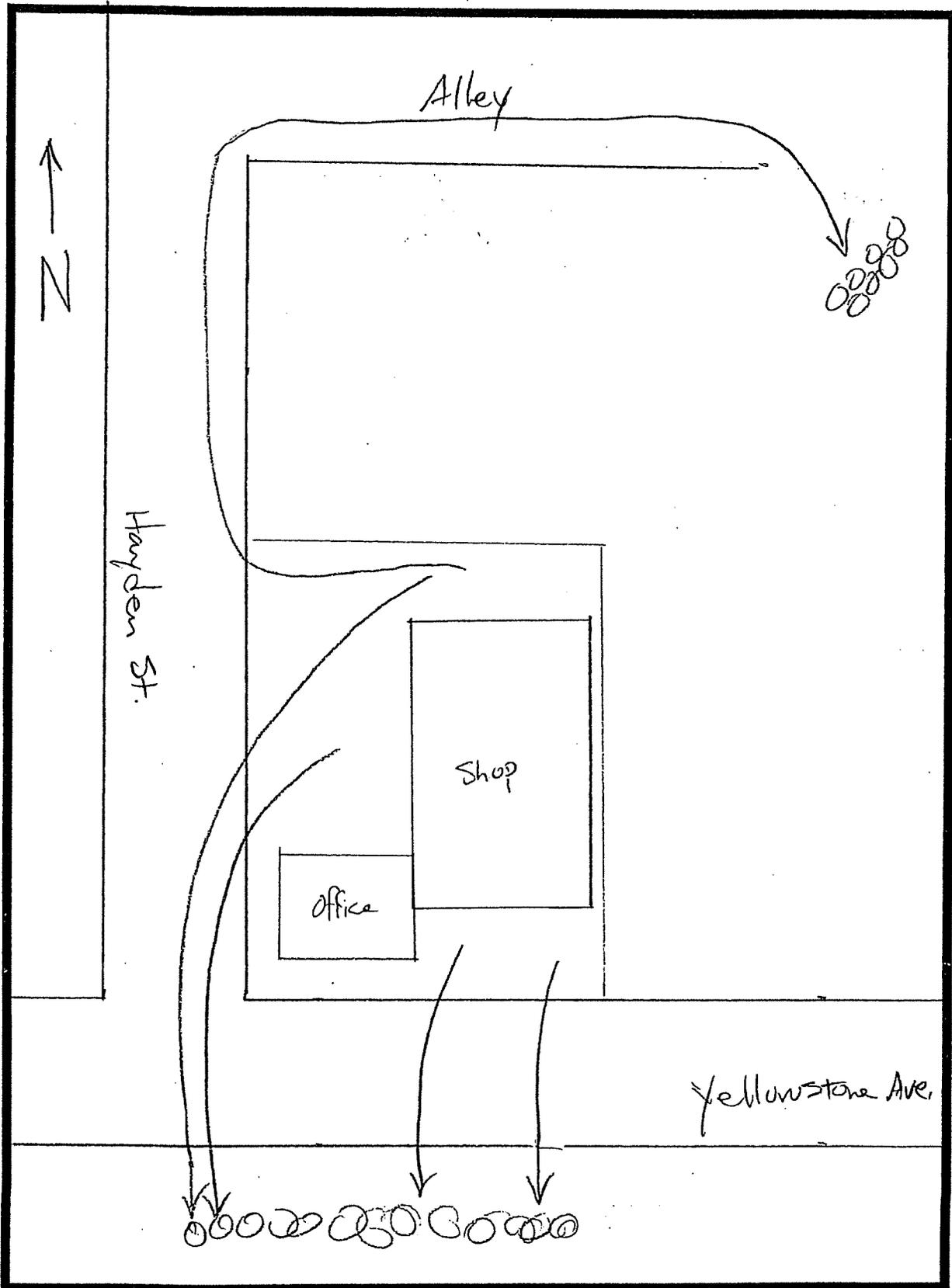
5-18-18  
Date

## FOR OFFICE USE ONLY

\_\_\_\_ Approved    \_\_\_\_ Disapproved

\_\_\_\_\_  
Mayor/Operations Manager

\_\_\_\_\_  
Date



PLEASE INDICATE DIRECTION

**West Yellowstone Snowmobile EXPO and Races  
Snowbikes, 120's, transition, vintage ovals and Vintage National Show  
March 9, 10, & 11, 2018**

	2017 Actual:	2018 budget	2018 Actual	
<b>Income:</b>				
Admissions	7892	7500	10730	500 X \$15 (all weekend pass) + pit passes
Manufacturer Booths	7880	8000	10100	32 spots X 250
Fall Marketing	5600	5600	2400	
Casino Night/Concert	2705	2500	2730	No concert, just a fun band
Calcutta (net)	1441	1000	632	calcutta net
Community Support	15750	15000	12250	20 @\$250, 10 @ \$500, 5@\$1000
Corporate Sponsorships	8000	8000	5500	4 @ \$2000
Sponsorships invoiced/not paid			5600	
Community Grants/Acc. Funds	11967	20250	17638	AccTax(2500), MAP(17,750)
Entry Fees (vintage and 120's)	10160	8000	11064	MWR-6000, Snowbike-2000 actual: 8160.52 and 2904
Other:			360	Fly Clothing Raffle
<b>Budgeted Income:</b>	71395	75850	\$ 79,004	
<b>Expense:</b>				
Exhibition	2174	2000	605	set up beyond grooming & fencing (\$400lights)
Security	600	600	500	3 nights, \$200 per night
Storage Unit	960	960	960	1/2 to Snowshoot
Marketing	9803	5600	5681	fall shows
Reimbursed Marketing	11967	20250	17638	This amount is equal to Comm Grants above
Concert/Casino Night	2785	1000	446	1000 casino night
Coordinators Salary	7000	8500	8500	\$5,000 Brad, \$2500 Marge, Sydney \$1000
Fencing Costs/Track Setup	3524	3500	2986	pay for help
Sound System	2300	2300	2700	Glenn, 2 days (changed to 3 days)
Grooming	2420	2500	7531	
Insurance	1683	1600	2183	event and swoop
Permits	275	275	349	
Sanction Fees	12410	11000	11000	Snowbikes-6000, MWR-5000
Sanction Rooms	2536	2500	3209	rooms at reduced rate
Trophies/Paybacks	2789	2000	2582	\$1000 for UTV race purse, + MWR purse
Bathrooms	1500	1500	2009	
Trash Removal	0	0	0	donated sponsorship
Supplies	40	250	154	
Bank Charges/Fees	247	250	425	increase in CC charges from exhibitor payments
Resort Tax Expense	692	540	692	23060
CoC Office Support/Accounting	500	500	500	needs to be paid
Volunteer Expense	800	500	391	
Swoop	12000	7000	7000	Saturday Evening only ATV races
<b>Budgeted Expense:</b>	79005	75125	\$ 78,040	
<b>Net Income/(Loss) from Event:</b>	\$ (7,610)	\$ 725	\$ 964	

# West Yellowstone Planning Board

NAME	DATE APPOINTED	TERM EXPIRES
1. Randy Wakefield PO Box 1762, 516 Grouse Avenue C: (406) 640-1208 W: (208) 652-7112 <a href="mailto:randy.wakefield@fallriverelectric.com">randy.wakefield@fallriverelectric.com</a>	5/14/18	6/1/19
2. Jason Brey PO Box 808, 529 Grouse Avenue C: (307) 250-4068 W: (406) 823-6961 <a href="mailto:jasonbrey@yahoo.com">jasonbrey@yahoo.com</a>	5/14/18	6/1/19
3. John Costello PO Box 548, 617 Apollinaris Avenue H: (406) 646-7844 C: (406) 640-1413 <a href="mailto:jcostello@wyellowstone.com">jcostello@wyellowstone.com</a>	5/14/18	6/1/20
4. Teri Gibson PO Box 8, 508 Cascade H: (406) 646-1139 C: (530) 906-2174 <a href="mailto:teri.gibson@syix.com">teri.gibson@syix.com</a>	5/14/18	6/1/20
5. County Designee	6/5/18	6/20/18
6. James Patterson, PW Supt PO Box 1570 O: (406) 646-7609 C: (406) 640-9074 <a href="mailto:jpatterson@townofwestyellowstone.com">jpatterson@townofwestyellowstone.com</a>		Concurrent with Employment and Council Appointment
7. Chris Burke, Town Council Member PO Box 1506 C: (406) 646-7061 <a href="mailto:cburke@townofwestyellowstone.com">cburke@townofwestyellowstone.com</a>		Concurrent with TC Term Appointed 1/2/18

**Application for Outside Amplification Permit**  
**Town of West Yellowstone**  
**Gallatin County, Montana**

Event: Wild West Yellowstone Rodeo

Contact Person: Rylee Clark

Address of Contact Person: P.O. Box 2061  
West Yellowstone, MT 59758

Phone Number: 406-560-6913

Signature of Property Owner of Record: [Signature]

Date(s) of Event: June 13 - August 26

Location: Public Streets of West Yellowstone

Amplification between the hours of: 12:00 AM/PM and 7:00 AM/PM

Description of Event: "Rodeo Car" Drives on Public Streets  
of town while announcing about Rodeo performance  
Held West of Town.

[Signature]  
Signature of Applicant

5-22-18  
Date

**FOR OFFICE USE ONLY**

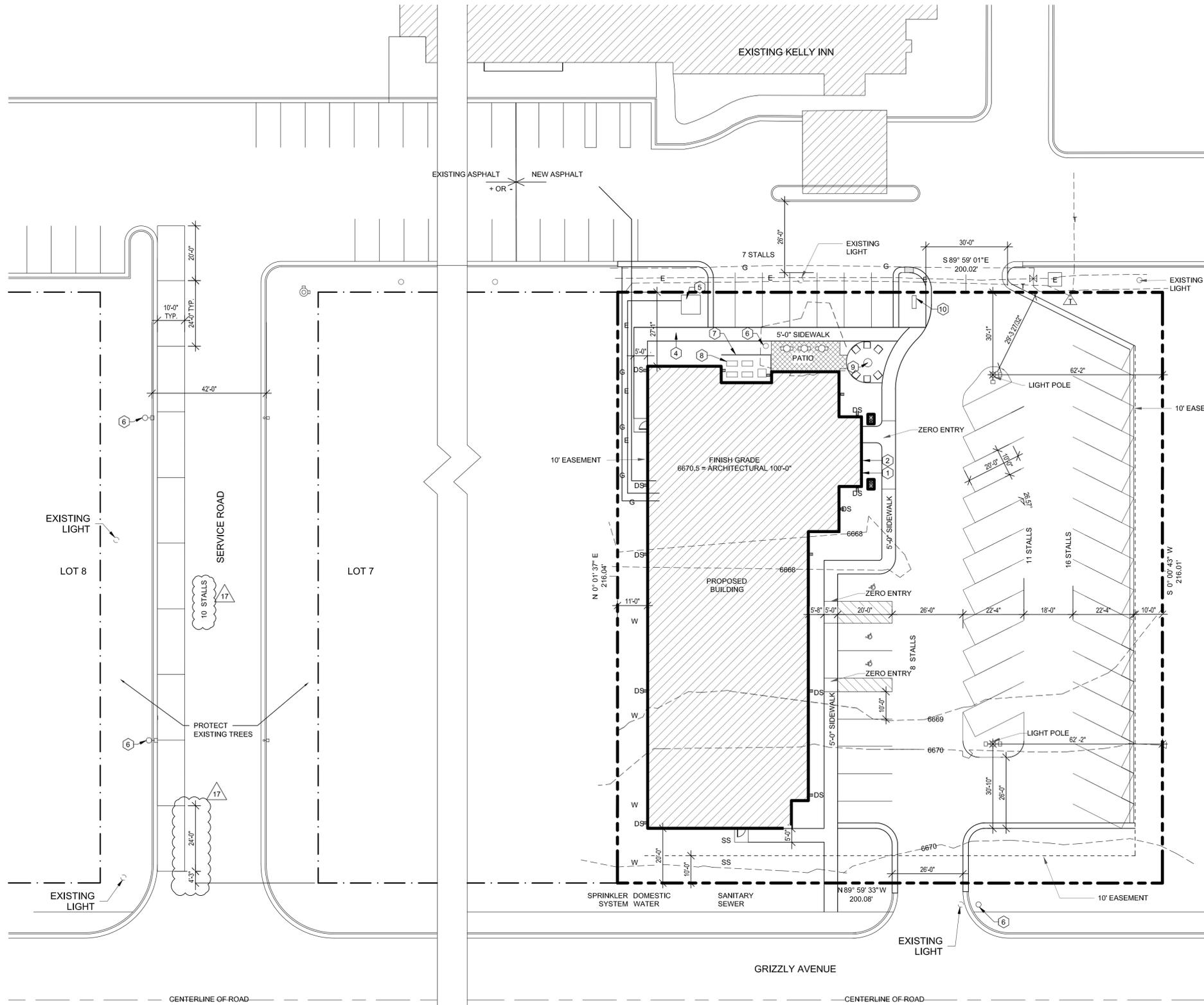
Decision by Town Council:                      **Approved**                      **Disapproved**

Conditions: \_\_\_\_\_

Signature of Mayor/Operations Manager: \_\_\_\_\_

\_\_\_\_\_

Date

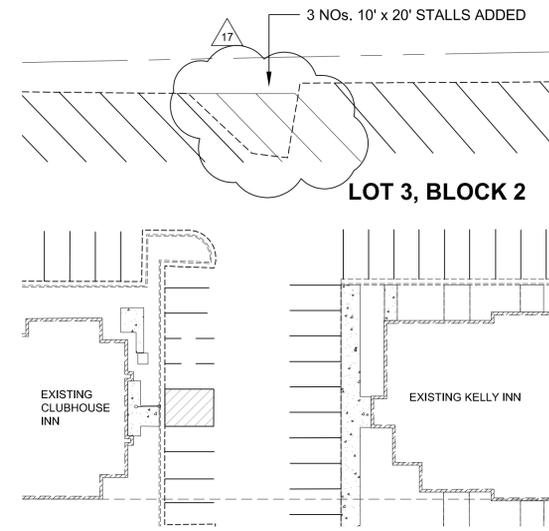


**GENERAL NOTES - ARCH. SITE PLAN**

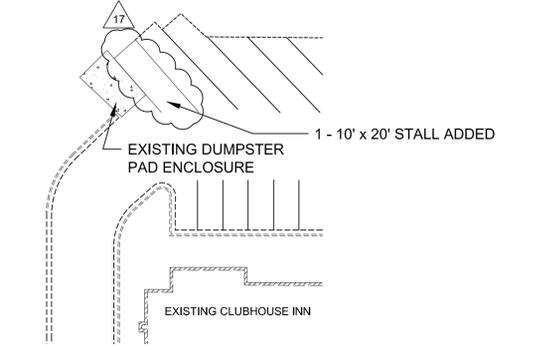
- NOTE: ARCHITECTURAL SITE PLAN SHOWN FOR REFERENCE AND DESIGN INTENT ONLY, AND NOT TO BE USED FOR CONSTRUCTION. REFER TO CIVIL FOR ALL DIMENSIONING, SLOPING & GRADING, SPOT ELEVATIONS & ADDITIONAL REQUIREMENTS.
- EXISTING TRASH ENCLOSURE AND DUMPSTER(S) FROM CURRENT KELLY INN TO NORTH OF THIS LOT TO BE UTILIZED FOR NEW ANNEX BUILDING. KELLY INN ANNEX WILL NOT HAVE A SEPARATE DUMPSTER AND TRASH ENCLOSURE.

**KEYNOTES - ARCH. SITE PLAN**

- KNOX BOX INSTALLED WITHIN 10 FEET OF FRONT DOOR AND AT A HEIGHT BETWEEN 65 TO 77 INCHES ABOVE THE GROUND.
- SIAMESE FIRE DEPARTMENT CONNECTION. REQUIRED 48" WIDE x 36" LONG CONCRETE SURFACE BENEATH FIRE CONNECTION.
- NOT USED.
- 5' WIDE SIDEWALK.
- TRANSFORMER.
- RELOCATED LIGHT.
- FENCE. SEE DETAIL 5/AC1.2.
- MECHANICAL EQUIPMENT.
- GAS FIRE PIT. SEE DETAIL 3 & 4/ AC1.2.
- MONUMENT SIGNAGE. SEE DETAIL 6/AC1.2.



**EXISTING LOT 3, BLOCK 2 PARKING**  
1" = 30'-0"



**EXISTING LOT 3, BLOCK 2 PARKING**  
1" = 30'-0"

<b>EXISTING KELLY INN AND CLUBHOUSE INN PARKING DATA:</b>	
TOTAL PARKING PROVIDED =	176
REQUIRED PARKING =	166
AVAILABLE PARKING =	10
<b>PARKING DATA FOR KELLY INN ANNEX</b>	
TOTAL PARKING REQUIRED =	61 * 1.07 = 65 (1.07 PER ROOM)
REGULAR PARKING PROVIDED ONSITE =	32
REGULAR PARKING OFFSITE =	7
ACCESSIBLE PARKING REQUIRED =	3
ACCESSIBLE PARKING PROVIDED ON SITE =	3
REGULAR PARKING PICKED UP ON SERVICE ROAD =	10
BORROWED PARKING FROM EXISTING KELLY INN =	10 + 3 NEW ADDED
BORROWED PARKING FROM EXISTING CLUBHOUSE INN =	1 NEW ADDED
TOTAL PARKING PROVIDED =	66 STALLS

**1 REVISED ARCHITECTURAL SITE PLAN**  
1" = 20'-0"

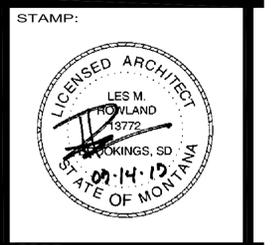


DATE PRINTED: 3/30/2018 10:55:47 AM



Architecture | Planning | Interiors  
830 2nd Street South  
Brookings, SD 57006 | P: 605.692.4008  
208 E. Holly Boulevard  
Brandon, SD 57005 | P: 605.336.8197

THESE ARE A COPYRIGHT 2016 DOCUMENT. THESE DRAWINGS SHALL NOT BE REPRODUCED, COPIED OR USED WITHOUT PERMISSION. THIS DOCUMENT SHALL NOT BE USED BY THE OWNER, CONTRACTOR OR OTHERS ON OTHER PROJECTS. FOR ADDITIONS TO THIS PROJECT OR FOR COMPLETION OF THIS PROJECT BY OTHERS EXCEPT BY AGREEMENT IN WRITING AND APPROPRIATE COMPENSATION. THESE DOCUMENTS WERE NOT PRODUCED UNDER A WORK FOR HIRE CONTRACT.



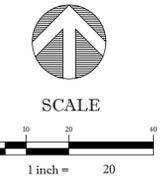
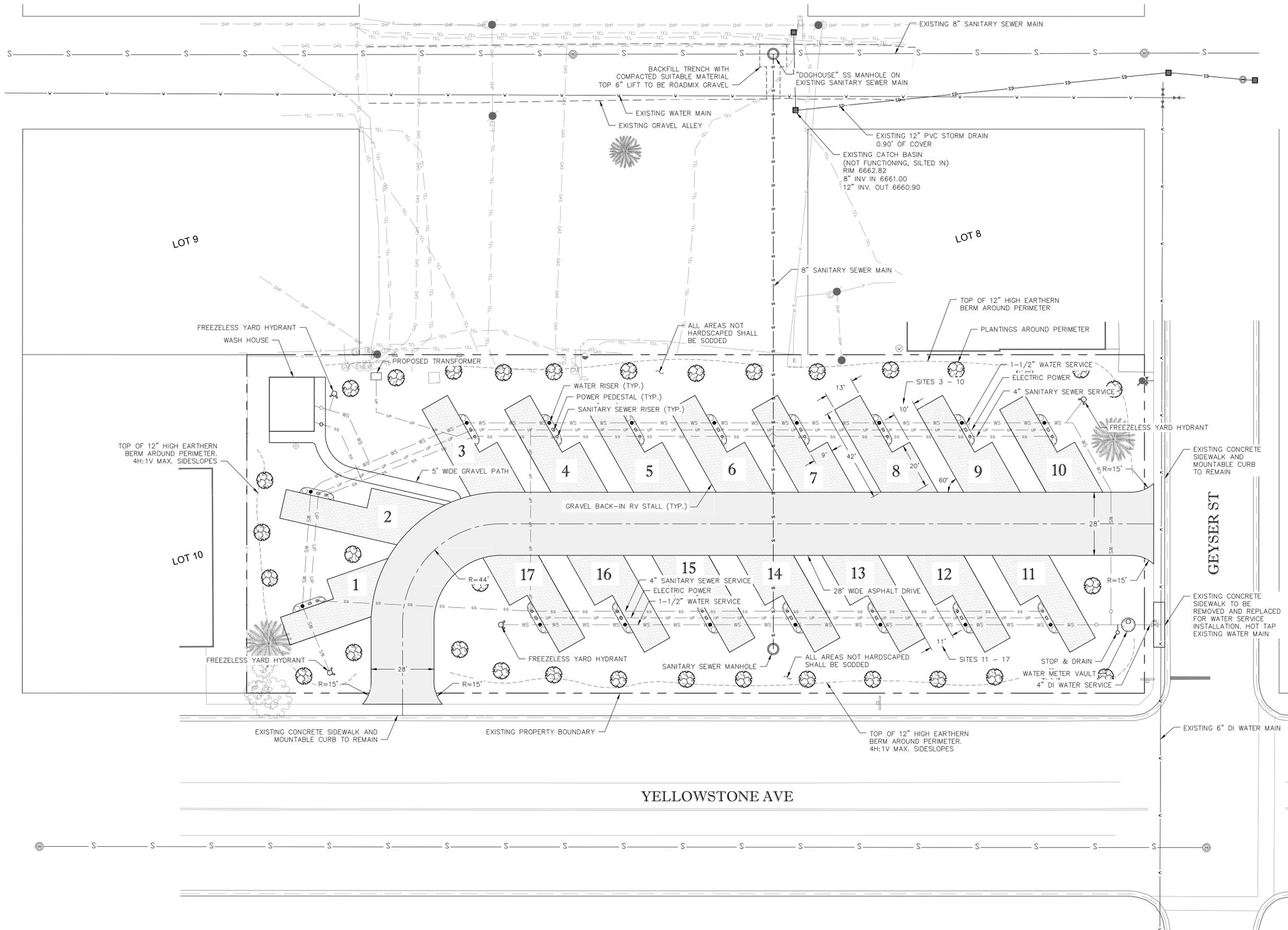
STAMP:	DATE:
NO. DESCRIPTION:	5/4/2018
17	PARKING STALLS DEPTH AT THE SERVICE ROAD CHANGED TO 24'-0" & 4 PARKING STALLS ADDED ON LOT 3, BLOCK 2.

SHEET NAME:	PROJECT NO.
<b>ARCHITECTURAL SITE PLAN</b>	DA17028
	<b>KELLY INN ANNEX</b>
	WEST YELLOWSTONE, MT
	PROJECT MANAGER:
	<b>WENDEL POTRATZ</b>
	DATE:
	07.14.2017
	SHEET:
	<b>AC1.1R</b>

**REVISED SITE PLAN**  
DATE : 5.4.2018

**RELEASED FOR CONSTRUCTION**

FULL SCALE: 24x36  
HALF SCALE: 12x18  
DRAWING MAY NOT BE PRINTED TO SCALE



NO.	REVISIONS	DRAWN BY	DATE



DRAWN BY: RFC  
 REVIEWED BY: CGB  
 PROJECT ENGINEER: RFC  
 DESIGNED BY: RFC

**VENTURES WEST EMPLOYEE RV PARK**  
**SITE PLAN**  
 WEST YELLOWSTONE, MT

**MADISON ENGINEERING**  
 895 TECHNOLOGY BLVD. STE. 203  
 BOZEMAN, MT 59718  
 (406) 586-0262 (406) 586-5740 FAX

SHEET	C1.0
PROJECT:	17-142
DATE:	01.03.18

LEGAL DESCRIPTION:  
 WEST YELLOWSTONE ORIGINAL PLAT,  
 S34, T13, R05E, BLOCK 23, LOT 11  
 THRU 14, PLAT B-47-Q IMPS ONLY  
 ON RRG41399

ADDRESS: 519 YELLOWSTONE AVE

**FOR REVIEW**

S:\CAD\2017\17-142 Ventures West\_RV\Civil\Site\C1.0 Site Plan.dwg

# EXPOSITION LICENSE & SPECIAL EVENT PERMIT APPLICATION

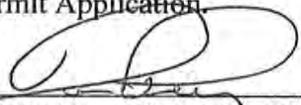
Town of West Yellowstone, Montana



Event: music in the Park Concert Series  
Sponsor Organization: Black Mountain Productions  
Sponsor Address: \_\_\_\_\_  
Contact Person: Don Perry  
Contact Phone: 406-640-0136 Fax: \_\_\_\_\_  
E-mail Address: yellowstoneautomotive@yahoo.com  
Date(s) of Event: June 9, July 4, July 21, Aug. 3, Aug 15 & Aug 18  
Location of Event: Pioneer Park

- A. **Event Detail:** Use the attached sheet to describe the event in detail and any special accommodations required from the Town.
- B. **Site Plan:** Detail the physical layout of the event on the attached site plan and return with the application. Provide as much detail and measurements as possible.
- C. **Liability Insurance:** If the event is taking place on public property, please provide a copy of the event's liability insurance naming the Town of West Yellowstone as additionally insured. Liability insurance coverage shall be in the minimum amounts of \$750,000 per claimant/\$1,500,000 per occurrence and include alcohol liability, if applicable. The Town Manager may grant exception to these limits based on general public health, safety and welfare associated with the request for exception, as well as the liability risk and the applicant's ability to pay.
- D. **Vendor List:** If the event includes vendors, provide a list of the names and addresses of all participating vendors 14 calendar days in advance.
- E. **Fees:** The basic fee for an event is \$25. Events that include vendors shall also pay \$25 per vendor for every vendor that does not already hold a business license in the Town of West Yellowstone.
- F. **Resort Tax:** The sponsor of exposition events must post a \$1500 bond in accordance with Chapter 3.12 of the West Yellowstone Municipal Code ([www.codepublishing/MT/WestYellowstone.html](http://www.codepublishing/MT/WestYellowstone.html)). The sponsor and vendors must collect 3% on all resort tax applicable sales and remit to the Town by the 20<sup>th</sup> of the month after the month of the event. All sales, including entrance and participation fees, are subject to resort tax. Please review Chapter 3.12 of the WYMC for further information, including possible exemptions. The bond will be returned within 90 calendar days of remittance of the resort tax.
- G. **Alcohol Consumption:** Public drinking and public display of alcoholic beverages must conform with Section 9.12.020 of the West Yellowstone Municipal Code. The public place where the event will be held must be exempted by resolution of the Town Council before alcoholic beverages may be allowed. Please attach a separate letter addressed to the West Yellowstone Town Council making this request.
- H. **Sound:** Amplified sound may be allowed by obtaining an additional non-fee special permit from the Town Council, in accordance with Section 8.16.020 of the West Yellowstone Municipal Code. If applicable, please attach the Outside Amplification Permit Application.

Event Fee: \$ 25  
Resort Tax Bond: \$ \_\_\_\_\_  
Vendor(s) Fee: \$ \_\_\_\_\_  
Total Due: \$ 25

  
\_\_\_\_\_  
Signature of Applicant  
5/31/18 ER  
\_\_\_\_\_  
Date

Biz License Renewal \$50

Date Received by the Town: 5-31-18 ER

## Event Detail

Please use this sheet to describe your event in detail including expected sales, type of sales, layout, show tents, canopies, fencing, cars, security, toilets, seating, stage, etc. and any special accommodations you are requesting from the Town. Please also address parking, trash collection and disposal, expected number of participants and spectators, signs, alcohol use, and amplified sound (if applicable).

See attached

For June 9th show, we would like to set up the evening prior to check over stage equipment, and allow for some refresher training on June 9 before show.

**June 9<sup>th</sup>: 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 alone event. It is also a precursor to our larger concerts happening later this season.

**July 4<sup>th</sup>: 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 21<sup>st</sup>: Randy McAllister  
@approximately \$3,500  
+ \$1,000 for openers**

Roustabout, maverick, spiritual, gritty, amazing, genius, wild, badass, 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



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.

Pioneer Park concert area diagram



May 15, 2018

Dear West Yellowstone Town Council,

Black Mountain Productions is planning to host a series of concerts in Pioneer Park again during the summer of 2018. The dates for the concerts are: June 9th, July 4, July 21, Aug 3, Aug 15, Aug 18

We would like to make the following requests of the Council:

- 1) In accordance with section 8.16.020 of the West Yellowstone Municipal Code, we would like the Council to approve our application for outside amplification during each of the concerts listed above.
- 2) Black Mountain Productions would like to allow the consumption of alcoholic beverages in the concert area (see attached diagram) of Pioneer Park one hour prior to the start of each show, during each show and one hour after each show. Therefore, we are applying to the town council for an exemption to section 9.12.020 of the West Yellowstone Municipal Code. Specifically, we are asking that the Town Council pass a resolution to exempt the concert area of Pioneer Park from the prohibition on public display or public drinking of alcoholic beverages contained in section 9.12.020 of the West Yellowstone Municipal Code on the dates specified above. We do not want to sell alcohol and we do not plan on advertising that open containers will be allowed.
- 3) Finally, we would like to allow the bands that perform in the concerts to sell their CD's during and after their shows. In accordance with section 5.20.030 of the West Yellowstone Municipal Code, we would also like to ask the Council to grant permission to allow us to sell CD's in the Park during the concerts listed above.

Thank you for your consideration and please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Don Perry", written over a horizontal line.

Don Perry  
Black Mountain Productions

Application for Outside Amplification Permit  
Town of West Yellowstone  
Gallatin County, Montana

Event: Music in the Park Concert Series

Contact Person: Don Perry

Address of Contact Person: \_\_\_\_\_

Phone Number: 406-640-0136

Signature of Property Owner of Record: \_\_\_\_\_

Date(s) of Event: June 9, July 4+21, Aug 3, 15 + 18

Location: Pioneer Park

Amplification between the hours of: 12 AM/PM and 10 AM/PM

Description of Event: Free music in the park concerts  
to for 2018, see detail attached w/ event application.

  
Signature of Applicant

5/15/18  
Date

FOR OFFICE USE ONLY

Decision by Town Council:                      Approved                      Disapproved

Conditions: \_\_\_\_\_

Signature of Mayor/Operations Manager: \_\_\_\_\_

\_\_\_\_\_ Date

**FOR OFFICE USE ONLY**

Department	Initials	Date	Comments
Pub Services			
Fire			
Police			
Finance			
Administration			
Notes/Conditions: _____			
_____			
_____			
Approved	Denied	_____	Town Clerk
			_____
			Date

**ATTACHMENTS**

Liability Insurance	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Waived
Outside Amplification Permit	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Encroachment Application	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Open Container Resolution	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Resort Tax Bond	<input type="checkbox"/> Paid	<input type="checkbox"/> Surety	<input checked="" type="checkbox"/> NA

# Resolution No. 711

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WEST YELLOWSTONE, MONTANA TO EXEMPT THE CONCERT AREA OF PIONEER PARK FROM SECTION 9.12.020 OF THE WEST YELLOWSTONE MUNICIPAL CODE, PUBLIC DRINKING PROHIBITED, FOR THE MUSIC IN THE PARK EVENTS DURING THE SUMMER OF 2018**

**WHEREAS**, the Town Council of the Town of West Yellowstone desires to support and encourage events that bring visitors to the Town; and

**WHEREAS**, Black Mountain Productions will be hosting a series of concerts in Pioneer Park during the summer of 2018; and

**WHEREAS**, the Black Mountain Productions desires to allow the consumption of alcoholic beverages in the designated concert area one hour prior to the start of each show, during each show, and one hour after each show;

**WHEREAS**, in accordance with Section 9.12.020, Part B of the West Yellowstone Municipal Code, the Town Council may exempt a specific area of a public place where an event or activity will be held from the prohibition on public display or public drinking of alcoholic beverages;

**NOW THEREFORE BE IT RESOLVED THAT** the Town Council of the Town of West Yellowstone, County of Gallatin, State of Montana, grants an exemption to Black Mountain Productions from the Public Drinking Prohibition effective one hour prior to the start of each show, during each show, and one hour after each show that is part of the Music in the Park series during the summer season of 2018.

**PASSED AND ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF WEST YELLOWSTONE THIS 5th DAY OF JUNE, 2018**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

ATTEST:

\_\_\_\_\_  
Town Clerk

# EXPOSITION LICENSE & SPECIAL EVENT PERMIT APPLICATION

Town of West Yellowstone, Montana



Event: Yellowstone Red Run  
Sponsor Organization: West Yellowstone Events Association  
Sponsor Address: P.O. Box 1646 West Yellowstone, MT 59758  
Contact Person: Travis West  
Contact Phone: 640-5393 Fax: \_\_\_\_\_  
E-mail Address: travis@threebearlodge.com  
Date(s) of Event: Aug 2-4, 2018  
Location of Event: City Park, WYED

- A. **Event Detail:** Use the attached sheet to describe the event in detail and any special accommodations required from the Town.
- B. **Site Plan:** Detail the physical layout of the event on the attached site plan and return with the application. Provide as much detail and measurements as possible.
- C. **Liability Insurance:** If the event is taking place on public property, please provide a copy of the event's liability insurance naming the Town of West Yellowstone as additionally insured. Liability insurance coverage shall be in the minimum amounts of \$750,000 per claimant/\$1,500,000 per occurrence and include alcohol liability, if applicable. The Town Manager may grant exception to these limits based on general public health, safety and welfare associated with the request for exception, as well as the liability risk and the applicant's ability to pay.
- D. **Vendor List:** If the event includes vendors, provide a list of the names and addresses of all participating vendors 14 calendar days in advance. \$25 GR
- E. **Fees:** The basic fee for an event is \$50. Events that include vendors shall also pay \$25 per vendor that does not already hold a business license in the Town of West Yellowstone.
- F. **Resort Tax:** The sponsor of exposition events must post a \$1500 bond in accordance with Chapter 3.12 of the West Yellowstone Municipal Code ([www.codepublishing/MT/WestYellowstone.html](http://www.codepublishing/MT/WestYellowstone.html)). The sponsor and vendors must collect 3% on all resort tax applicable sales and remit to the Town by the 20<sup>th</sup> of the month after the month of the event. All sales, including entrance and participation fees, are subject to resort tax. Please review Chapter 3.12 of the WYMC for further information, including possible exemptions. The bond will be returned within 90 calendar days of remittance of the resort tax.
- G. **Alcohol Consumption:** Public drinking and public display of alcoholic beverages must conform with Section 9.12.020 of the West Yellowstone Municipal Code. The public place where the event will be held must be exempted by resolution of the Town Council before alcoholic beverages may be allowed. Please attach a separate letter addressed to the West Yellowstone Town Council making this request.
- H. **Sound:** Amplified sound may be allowed by obtaining an additional non-fee special permit from the Town Council, in accordance with Section 8.16.020 of the West Yellowstone Municipal Code. If applicable, please attach the Outside Amplification Permit Application.

Event Fee: \$ 25.00  
Resort Tax Bond: \$ WYED  
Vendor(s) Fee: \$ 250.00  
Total Due: \$ 275.00

Travis West  
Signature of Applicant  
5/31/18  
Date

5/31/18 CM#1102 \$275.00

Date Received by the Town: 5/31/18

# SPECIAL EVENT PERMIT APPLICATION

Town of West Yellowstone  
Gallatin County, Montana

## Event Details

Use this sheet to describe your event in detail including location, routes, directions, show tents, canopies, fencing, cars, security, toilets, seating, stage, etc. and any special accommodations you are requesting from the Town. Please also address parking, trash collection and disposal, expected number of participants and spectators, signs, and amplified sound (if applicable). Public drinking and public display of alcoholic beverages must conform with Section 9.12.020 of the West Yellowstone Municipal Code. The public place where the event will be held must be specifically exempted by resolution of the Town Council before alcoholic beverages may be allowed. Please attach a separate letter addressed to the West Yellowstone Town Council to make this request. If anything will be sold at the event, an Exposition Business License must also be obtained. Please describe any sale activity below and attach the Exposition Business License application.

The 48th Annual Yellowstone Rod Run will take place this summer on August 2-4, 2018 in West Yellowstone.

We are instituting some changes to include more of the general public and to make it a full 2 day event.

We would like to have the majority of the Rod Run activities to take place at the City Park. We would start by having registration at the city park on Thursday evening. On Friday we would begin all of our activities at the city park. These include the famous Poker Run, and a Town Poker Stroll.

We will have a DJ with music all day Saturday to enhance the atmosphere of the event.

Friday night will be our BBQ dinner at the UPDH, then Saturday will be our parade and Show 'n' Shine.

We will have food and drinks available all day Saturday and have requested a lift of the open container ordinance for these two days and will have a beer garden, with your permission, of course!

We are also asking for your assistance for traffic control on Saturday morning for our 10am Parade.

(see attached map of proposed route).

We will have vendor booths selling food, beer, photos, shirts, stickers, and other related items.

# EXPOSITION LICENSE APPLICATION

Town of West Yellowstone  
Gallatin County, Montana

## Exposition Detail

Use this sheet to describe your event in detail including expected sales, type of sales, layout, show tents, canopies, fencing, cars, security, toilets, seating, stage, etc. and any special accommodations you are requesting from the Town. Please also address parking, trash collection and disposal, expected number of participants and spectators, signs, and amplified sound (if applicable).

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The 48th The Annual Yellowstone Rod Run will take place this summer on August 2-4, 2018

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in West Yellowstone.

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We will have a DJ with music and we will have food booths and a beer garden all day Saturday.

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We will also have other retail sales vendors selling items related to car shows similar to past years.

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We understand that Don Perry will also be having Music in the Park on Friday night that will be a

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great addition to what we already have planned. We would like to coordinate the stage so it is not

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required to be moved Friday night. It would be our preference to put it where it was located last year.

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We will apply to WYED for the resort tax security payment and will ensure

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that all vendors fill out the resort tax voucher and submit appropriate fees based on gross sales.

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We will have some trailers and tents for the vendor booths (each will be responsible for their own).

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A strong law enforcement presence is always appreciated and we believe helpful in keeping people

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honest and behaving appropriately.

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Regular trash removal from the town would be sufficient and the food vendors will take care of their

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own trash. We expect 250-300 cars this year and up to 1,000 direct participants on Saturday.

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We have also made an application for Outside Amplification and

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the lift of the open container ordinance for this event.

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# EXPOSITION LICENSE APPLICATION

Town of West Yellowstone  
Gallatin County, Montana

Event: Yellowstone Rod Run 2018

Date(s) August 2-4, 2018

## Vendors

Attach additional sheets as necessary.

Vendor Name: Buffalo Bar/Willies  
Contact Person: Rod Sainsbury  
Address: (Buffalo Bar has their own license and will  
report their sales seperately.)  
Phone: \_\_\_\_\_  
Type of sales: food and alcohol sales  
Resort Tax applicable:  YES  NO

Vendor Name: Photo Rodz  
Contact Person: Kathleen Benoer  
Address: P.O. Box 1184  
Sandpoint, ID 83864  
Phone: 208-255-8074  
Type of sales: Photos/magazine cover  
Resort Tax applicable:  YES  NO

Vendor Name: The Streetrods.com  
Contact Person: Kelly Robison  
Address: 1019 N 4000 W  
Rexburg, ID 83440  
Phone: 208-356-8649  
Type of sales: Diecast cars/Hotwheels  
Resort Tax applicable:  YES  NO

Vendor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Type of sales: \_\_\_\_\_  
Resort Tax applicable:  YES  NO

Vendor Name: Mountain Air Sports  
Contact Person: Terry Kinne  
Address: 711 W. Park Street  
Livingston, MT 59047  
Phone: 406-222-0882  
Type of sales: T-shirt  
Resort Tax applicable:  YES  NO

Vendor Name: Bob Brockman  
Contact Person: Bob Brockman  
Address: 23316 MT Highway 35  
Bigfork, MT 59911  
Phone: 406-982-3137  
Type of sales: Flathead Cherries  
Resort Tax applicable:  YES  NO

Vendor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Type of sales: \_\_\_\_\_  
Resort Tax applicable:  YES  NO

Vendor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Type of sales: \_\_\_\_\_  
Resort Tax applicable:  YES  NO

## FOR OFFICE USE ONLY

Department	Initials	Date	Comments
Pub Services			
Fire			
Police			
Finance			
Administration			

Notes/Conditions: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Approved

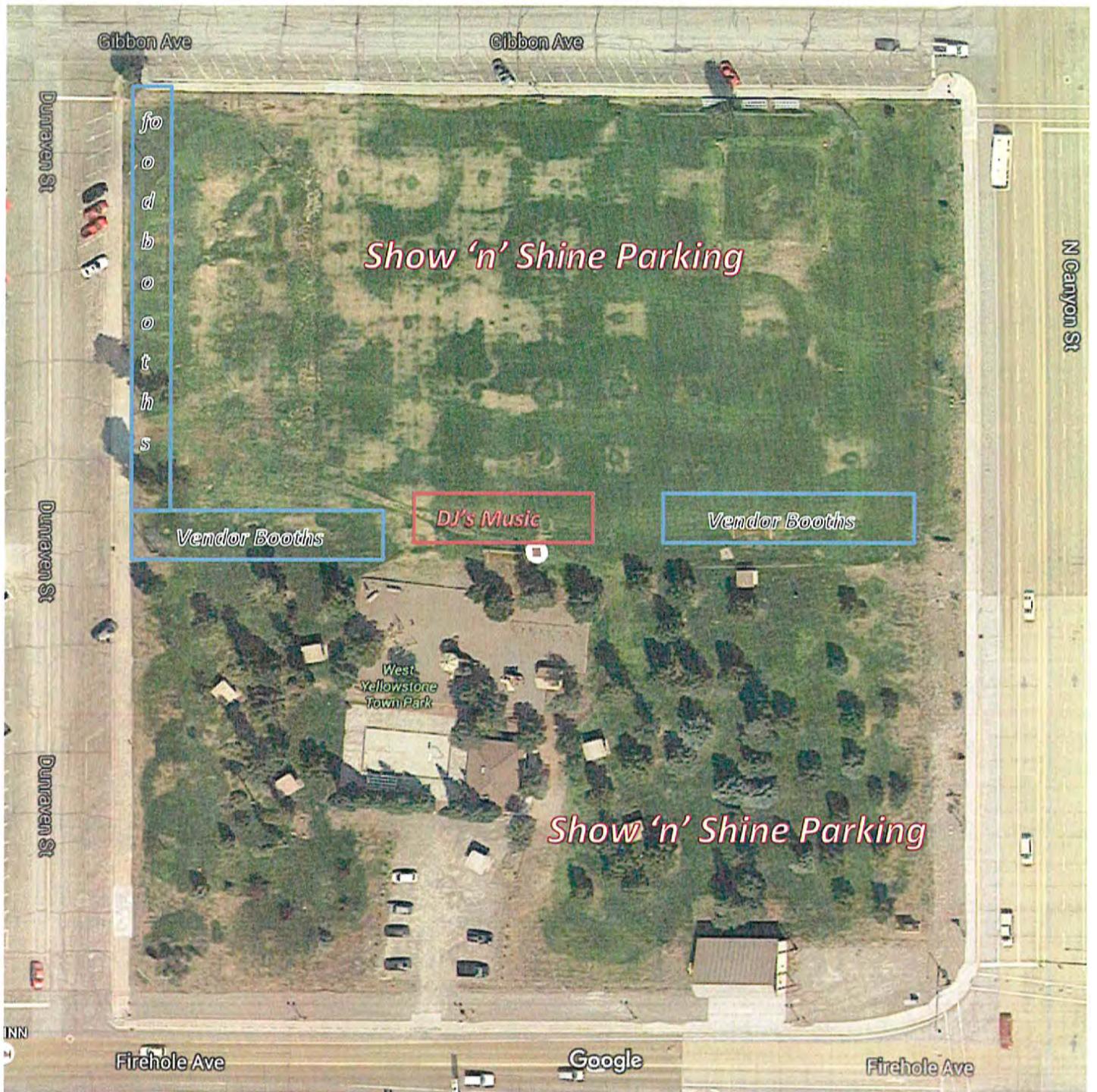
Denied

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Date

### ATTACHMENTS

- |                              |           |              |              |
|------------------------------|-----------|--------------|--------------|
| Liability Insurance          | _____ Yes | _____ No     | _____ Waived |
| Outside Amplification Permit | ✓ Yes     | _____ No     | _____ NA     |
| Encroachment Application     | _____ Yes | _____ No     | ✓ NA         |
| Open Container Resolution    | ✓ Yes     | _____ No     | _____ NA     |
| Resort Tax Bond              | WYED Paid | _____ Surety | _____ NA     |

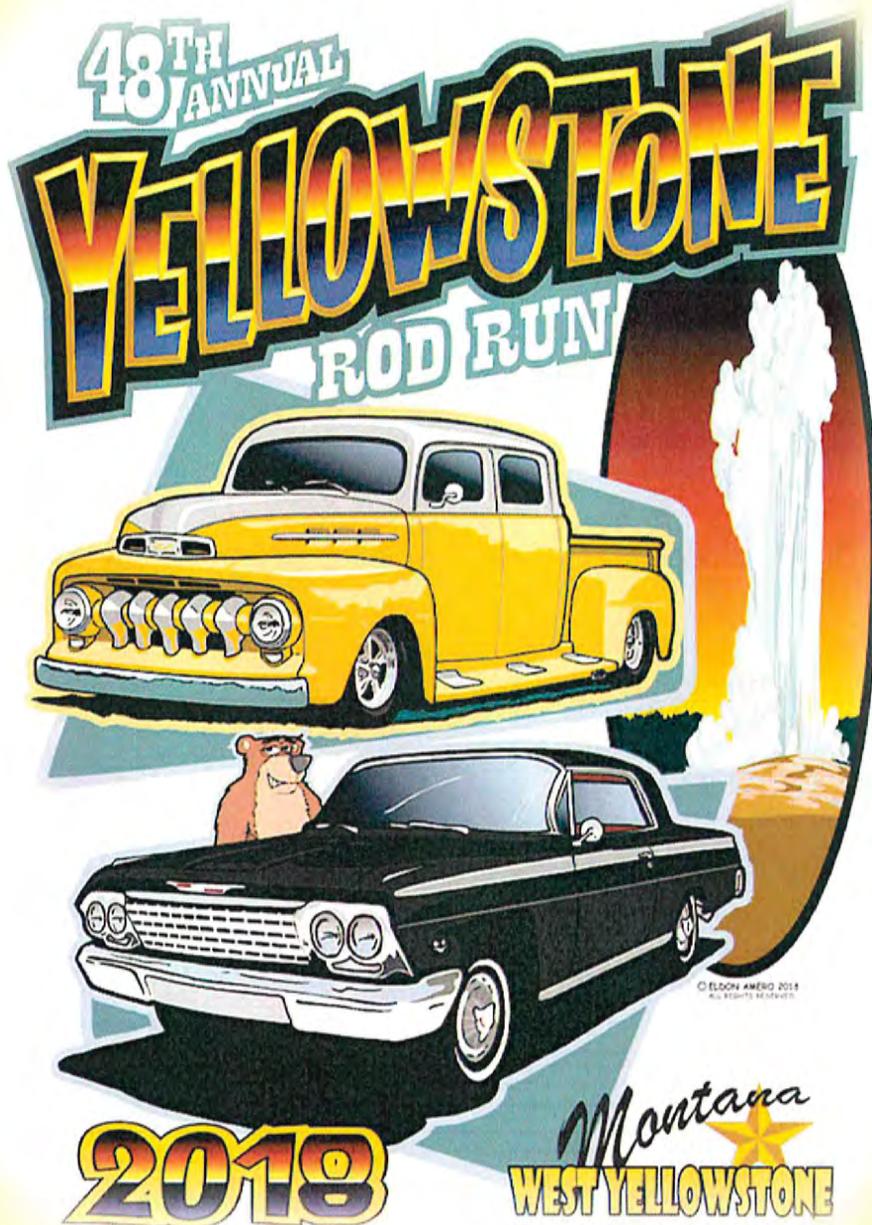




# 48<sup>th</sup> Yellowstone Rod Run

WEST YELLOWSTONE, MONTANA

AUGUST 3-4, 2018



FOR INFO CALL: 406.646.9759

E-MAIL: [yellowstonerodrun@gmail.com](mailto:yellowstonerodrun@gmail.com)

[www.yellowstonerodrun.com](http://www.yellowstonerodrun.com)

**Application for Outside Amplification Permit**  
**Town of West Yellowstone**  
**Gallatin County, Montana**

**Event:** West Yellowstone Rod Run

**Contact Person:** Travis Watt

**Address of Contact Person:** P.O. Box 1545, West Yellowstone, MT 59758

**Phone Number:** 406-640-0393

**Signature of Property Owner of Record:** \_\_\_\_\_

**Date(s) of Event:** August 2-4, 2018

**Location:** West Yellowstone City Park

**Amplification between the hours of:** 10:00 AM/PM and 10:00 AM/PM

**Description of Event:** The 48th Annual Rod Run will be held again at the City Park. We will have a live DJ playing music during registration on Friday and during the Show n Shine on Saturday. The music will run Friday (until Music in the Park plays) and all day Saturday.



**Signature of Applicant**

5-30-18

**Date**

**FOR OFFICE USE ONLY**

**Decision by Town Council:**                      **Approved**                      **Disapproved**

**Conditions:** \_\_\_\_\_

**Signature of Mayor/Operations Manager:** \_\_\_\_\_

\_\_\_\_\_  
**Date**

May 31, 2018

To the Town of West Yellowstone, Honorable Mayor, and Town Council:

We are asking for your permission to lift the open container ordinance as a variance for Friday and Saturday August 3-4, 2018 on the City Park during the Yellowstone Rod Run for the hours of 10:30am –10:00pm.

With the permission and blessing of the Rod Run Committee, it is our intent to have a Beer Garden on the City Park property adjacent to the food booth that will be operated by the Rod Run Committee.

We will supply you with the necessary paperwork as requested, including proof of insurance with additionally insured to include the Town of West Yellowstone, Yellowstone Rod Run, and the West Yellowstone Chamber of Commerce.

Thank you for your time and consideration.

Sincerely,



Rod Sainsbury,

Owner, Buffalo Bar

# Resolution No. 712

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WEST YELLOWSTONE, MONTANA TO EXEMPT PIONEER PARK FROM SECTION 9.12.020 OF THE WEST YELLOWSTONE MUNICIPAL CODE, PUBLIC DRINKING PROHIBITED, AUGUST 3-4, 2018 DURING THE YELLOWSTONE ROD RUN**

**WHEREAS**, the Town Council of the Town of West Yellowstone desires to support and encourage events that bring visitors to the Town; and

**WHEREAS**, the Yellowstone Rod Run is an annual special event held in Pioneer Park; and

**WHEREAS**, Rodney Sainsbury, Owner of the Buffalo Bar, desires to sell and allow the consumption of alcoholic beverages in Pioneer Park on August 3 and 4, 2018 between the hours of 10:30 AM and 10 PM; and

**WHEREAS**, all proceeds from the sale of alcoholic beverages by Sainsbury and the staff of the Buffalo Bar will be donated to the Snowmobile Events Committee; and

**WHEREAS**, in accordance with Section 9.12.020, Part B of the West Yellowstone Municipal Code, the Town Council may exempt a specific area of a public place where an event or activity will be held from the prohibition of public display or public drinking of alcoholic beverages;

**NOW THEREFORE BE IT RESOLVED THAT** the Town Council of the Town of West Yellowstone, County of Gallatin, State of Montana, grants an exemption to Rodney Sainsbury, owner of the Buffalo Bar, and the participants at the Yellowstone Rod Run from the Public Drinking Prohibition in Pioneer Park, effective only August 3 and 4, 2018 between the hours of 10:30 AM and 10:00 PM.

**PASSED AND ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF WEST YELLOWSTONE THIS 5th DAY OF JUNE 2018.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

ATTEST:

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member



WYED

West Yellowstone Economic Development Council, Inc.

Request for Payment of West Yellowstone Resort Tax Bond for Special Events

In support of its mission, WYED will consider partnering with an individual or organization sponsoring a special event in the Town of West Yellowstone or the surrounding Hebgen Lake Basin. WYED will pay the required \$1500 West Yellowstone Resort Tax Bond. In return, the sponsor individual or organization will pay WYED an amount of 10% of the Bond (\$150) for the use of the funds and complete or fulfill all other documentation or requirements of the Town to sponsor this event. Both payments will be made at the same time that an event's Exposition License Application is submitted to the town.

Date: May 30, 2018

Applicant/Sponsor Individual or Organization: West Yellowstone Events Association, dba: Yellowstone Rod Run

Event Name: Yellowstone Rod Run

Event date: August 2-4, 2018

Event location: City Park

Contact person: Travis Watt

Email: travis@threebearlodge.com

Phone: 406-640-0393

Please complete the above and email this request to the WYED Secretary: jmg533g@gmail.com

The WYED Board will review your request at its next monthly meeting. Upon receipt of the request, the WYED Secretary will notify you of the Board's next meeting date. If you choose, you may also address your request in person at the meeting. The WYED Secretary will notify you of the Board's decision within 3 days after the meeting.

For Office Use Only

This request IS approved by the WYED Board Date:

This request IS NOT approved by the WYED Board Date:

\_\_\_\_\_  
\_\_\_\_\_

Applicant/Sponsor check made payable to WYED for \$150 attached

Copy 1: WYED Board

Copy 2: Applicant

Copy 3: Town Clerk

Town Exposition License Application attached

# Resolution No. 712

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**PASSED AND ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF WEST YELLOWSTONE THIS 5th DAY OF JUNE 2018.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

ATTEST:

\_\_\_\_\_  
Town Clerk

# ORDINANCE No. 266

## 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, 2018 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.**

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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. 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, and is not 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 30<sup>th</sup>, a late fee will be applied. A new license may be purchased at any time, but all licenses expire May 31<sup>st</sup>. The Town does not prorate business license fees.

#### **5.04.050 Fee schedule.**

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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.**

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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.**

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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 NO. 710

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WEST YELLOWSTONE,  
MONTANA

Whereas it is the intention of the Town that the municipal warrants listed below shall be canceled.

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WEST YELLOWSTONE,  
COUNTY OF GALLATIN, STATE OF MONTANA

That in accordance with 7-6-4303 MCA, cancellation of municipal warrants and checks identified on the attached list of municipal warrants totaling \$50.00 have remained outstanding and unpaid for a period of one (1) year or longer and it is the Town Council intent to cancel said municipal warrants.

PASSED BY THE TOWN COUNCIL AND APPROVED BY THE MAYOR THIS 5th DAY  
OF JUNE, 2018.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Council Members Town of West Yellowstone

ATTEST:

\_\_\_\_\_  
Town Clerk

<u>Warrant No.</u>	<u>Amount</u>	<u>Vendor Name</u>	<u>Date Issued</u>
43191	\$ 15.00	Vladimir Zvonov	5/17/2017
51034	\$ 35.00	Consumer Reports	1/05/2017

# TOWN OF WEST YELLOWSTONE STAFFING PLAN

Town Council (Mayor & Deputy Mayor)

Town Manager FT ---- Executive Assistant FT

Finance Director - DH	Chief of Police - DH	Social Services Director - DH	Public Services Superintendent - DH
Town Clerk FT Deputy Town Clerk FT	Patrol Officers 5 FT  <u>911 Communication Center Manager FT</u> Dispatchers 5 FT Dispatcher 1 PT (As Needed)	Social Services Assistant FT	Deputy Public Services Superintendent FT Operator 6 FT Seasonal Laborer 3 SFT As Needed Truck Drivers (note 2)  <u>Recreation Coordinator FT</u> Recreation Counselor 3 SFT <span style="color: red;">Recreation Counselor SPT (1/2 time)</span> Recreation Specialists 2 PT

Town Attorney	City Judge (note 3)	Library Director (note 1)	Town Engineer
Contractual Arrangement	Court Clerk PT (note 4)	Children's Librarian FT Library Clerk FT Language Instructor PT	Contractual Arrangement

note 1: Library functions are governed by State Law and Agreements; Director is appointed by Library Board and directs staff.

note 2: List of people with CDLs will be maintained to call as needed during the winter and summer seasons.

note 3: Employed under Contract

note 4: Under Supervision of Town Manager

FT = full-time status - permanent      SPT = part-time status - limited  
 PT = part-time status - permanent      STS= short-term status  
 SFT= full-time status - limited      DH = department head

5/31/2018



TOWN OF WEST  
YELLOWSTONE  
(ALL CLASSIFIED EMPLOYEES)

&

MPEA

July 1, 2017 - June 30, 2020

## **AGREEMENT**

This Agreement is made and entered into by and between the TOWN OF WEST YELLOWSTONE, a Political Subdivision of the State of Montana, hereinafter called the "EMPLOYER," and the WEST YELLOWSTONE EMPLOYEES 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 agreed to in the voluntary recognition Agreement of April 18, 1996.
- B. The Employer recognizes the Association consists of all classified employees, excluding department heads of the Public Services, Finance, Court, Police, and Job and Social Services Departments. This Agreement excludes Police Officers covered by another Agreement. Library staff is covered by this Agreement.
- C. No member of the Association shall be discharged or discriminated against for upholding Association principles. No member working under instructions of the Association, or who has served on the Association committee, shall lose his/her position or be discriminated against based on that service.
- D. 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 the addenda attached to this contract, shall suffer reduction in the wage rate or conditions of employment through the operation, or because of the adoption, of this Agreement.
- E. The authorized business representative of the Association shall be permitted to visit employees upon giving notice to the Town Manager and supervisor and obtaining their 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 ancestry, marital status, veteran/military status, political beliefs, genetic information, race, religion, color, sex, creed, age, mental/physical disability, sexual orientation or national origin. 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 Agreement 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 Agreement, the Employer shall deduct from the employee's pay the amount owed to the Association 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 30 calendar days in advance of such change.
- C. All employees covered by the terms of this Agreement shall within thirty (30) calendar days of the signing of this Agreement, or within thirty (30) calendar days of employment, whichever are 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 of receipt of written notice of default by the Association. The Association may make written notice of default and demand for discharge after thirty (30) calendar day period specified above. The discharge of the affected employee(s) shall occur 30 calendar days from receipt by the Employer 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 the list at any such time employees are hired or terminated.
- 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 §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:

- A. Directing employees.
- B. Hiring, promoting, transferring, assigning, and retaining employees.
- C. Relieving employees of duties because of lack of work or funds or conditions where continuation of such work or funds would be inefficient and nonproductive.
- D. Maintaining the efficiency of government operations.
- E. Determining the methods, means, job classification, and personnel by which the Employer's operations are to be conducted.
- F. Taking whatever actions may be necessary to carry out the missions of the Employer in situations of emergency.
- G. Establishing the methods and processes by which work is performed.

## **ARTICLE 5 – HOLIDAYS**

The following days are recognized as paid holidays. All full-time, permanent or limited-term employees shall receive eight (8) hours off with pay for days observed as legal holidays or authorized proclaimed work days off, provided they are in an active pay status on the last regularly scheduled working day prior to the holiday. Part-time, permanent or limited-term employees shall receive holiday benefits on a prorated basis. The prorated benefit will be calculated by taking the daily average from the two full pay periods prior to the holiday. Holidays that occur in those prior pay periods will not be used in the calculation.

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. In lieu of Election Day as a semi-annual holiday, the Town will honor the day after Thanksgiving annually as a recognized holiday.
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 Town Council of the Town of West Yellowstone.

When the holiday falls on a Sunday, the Monday following is a holiday as provided in §1-1-216, MCA. When a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday, unless the employee is scheduled to work on the actual holiday.

All permanent or limited term employees that are required to remain operational during holidays will be paid at the rate of one and one half (1 ½) times their hourly rate for each hour worked on the holiday. Employees will only work on holidays when required by the Town, with approval by their Department Head and the Town Manager.

All full-time permanent or limited term employees, that are required to work on a holiday, will accrue eight (8) hours off with pay that may be taken as holiday leave at a later date. All part-time permanent or limited-term employees shall receive holiday benefits on a pro-rated basis. All holiday leave must be used within the same calendar year. At the end of each calendar year, all unused holiday leave will be paid out to the employee on the second paycheck issued in January of the following year.

Employees who regularly work shifts that are longer than eight hours may, with permission of the Department Head or Town Manager, elect to work additional hours or use vacation leave in order to make up the difference between the eight (8) hour holiday pay and their regular shift. Hours must be worked in the same work week as the holiday.

Employees who are called in to work an unscheduled shift on a holiday may opt not to float the holiday and be compensated for holiday pay.

Any full-time permanent or limited-term employee whose regularly scheduled day off is a holiday will be entitled to receive eight (8) hours off with pay either on the work day preceding or the work day following the holiday. Employees under scheduling restrictions, as approved by the Department Head and Town Manager, may be allowed to use the holiday hours when the scheduling permits. The eight (8) hours must be taken before the end of the next pay period unless an extension is granted by the Town Manager or the hours will be forfeited.

**ARTICLE 6 – VACATION**

1. Vacation leave credits shall be earned at a yearly rate calculated in accordance with the following schedule where one (1) year equals 2,080 hours of work.

40 hours x 52 weeks = 2,080 hours = 1 year

<b>Completed Years of Employment</b>	<b>Credits Per Year</b>	<b>Full-Time Hrs./Bi-Weekly Pay Period</b>	<b>Part-Time Accrual Rate</b>
Less than 10	120 hours	4.62	.058 x # of hours
10 to less than 15	144 hours	5.54	.069 x # of hours
15 to less than 20	168 hours	6.46	.081 x # of hours
20 or more	192 hours	7.38	.092 x # of hours

2. In accordance with §2-18-617, MCA, employees may accumulate annual vacation leave to a total not to exceed two times the maximum number of days earned annually as of the end of the first pay period of the next calendar year. Balances exceeding two times the maximum number of days earned annually are considered “excess.” As provided in this Agreement, excess vacation time is not forfeited if taken prior to April 30 of the year following the year in which the excess was accrued.

Department Heads are responsible for providing a “reasonable opportunity for an employee to use rather than forfeit accumulated vacation leave” as provided in §2-18-617, MCA.

3. To avoid having an employee forfeit excess annual vacation leave, management is encouraged to work with employees who have excess vacation leave balances as far in advance of April 30 as possible or at an earlier time, if the employee’s leave balance is projected to exceed two times the maximum number of days earned annually.
4. Employees are responsible for making a reasonable written request to use excess annual vacation leave before the April 30 deadline. Department Heads may approve all, some, or none of the employee’s request by written response within fifteen (15) business days of receipt of the request as initialed by the Department Head. If management denies the request to use excess annual vacation leave, the excess vacation leave is not forfeited and the Employer 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 under Section 1 above.
5. When an employee submits a request for vacation, the Employer must respond to the request within fifteen (15) business days of Department Head’s initialed receipt of the request.

**ARTICLE 7 – SICK LEAVE**

Employees shall accrue sick leave according to the following schedule:

**40 hours x 52 weeks = 2,080 hours = 1 year.**

<b>Period of Employment</b>	<b>Working Hours Credit</b>
Each 1 year of employment	96
Less than 40 hours per week	.04615 x # of hours worked

An employee may use up to twenty (20) hours per calendar year as personal leave. Regardless of the number of hours worked, no employee shall accrue more than 96 hours of sick leave per year.

Full-time or part-time permanent or limited-term represented employees that were in a pay status before April 13, 2015 shall continue to receive the sick leave lump-sum payment at the end of employment as shown in the table below. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee’s wage at the time the employee terminates employment with the Town.

Sick leave lump sum payment at the end of employment will be as follows:

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

Full-time and part-time permanent and limited-term represented employees who have hire dates later than April 13, 2015, who terminate employment with the Employer, are entitled to a lump-sum payment equal to 25 percent of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's wage at the time the employee terminates employment with the Town.

Employees may use sick leave according to the terms and conditions outlined in the Town of West Yellowstone Personnel Policy Manual with the exception of converting up to twenty (20) hours of sick leave per calendar year into personal leave time.

**ARTICLE 8 – 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 Town of West Yellowstone Personnel Policy Manual unless

specifically modified by the terms of this Agreement. In the event of a conflict, the terms of this Agreement shall control.

- B. The Employer agrees to discuss with the Association and its Elected Representatives the establishment of new rules, regulations, and policies affecting employees, or changes in such rules, regulations, or policies, prior to placing them in effect.

The Employer shall provide the Association with a comment period of fifteen (15) business days for any changes or additions to the rules, regulations and policies affecting town employees.

- C. All notices shall be sent via e-mail and parties receiving the e-mails shall acknowledge receipt of said e-mails.
- D. Employees shall comply with all rules, regulations, and policies as set forth above, providing they are uniformly applied and enforced.

#### **ARTICLE 9 – HEALTH AND SAFETY**

- A. The Employer shall adopt and implement safety policies consistent with the Montana Safety Culture Act. Both parties to this Agreement hold themselves responsible for the mutual cooperative enforcement of safety rules and regulations.
- B. In the event an employee receives Worker's Compensation wage benefits in an amount less than the total pay he/she was receiving prior to the injury; the Employer may, with the written approval of the employee, supplement those benefits with sick leave benefits. The amount of sick leave hours together with the Worker's Compensation wage benefit that the employee receives shall equal the pay the employee would have received for regular work hours in the given pay period. The Employer's supplement may not exceed the employee's accrued sick leave time. The Employer agrees to return the employee to a like position at the rate of pay earned on the date of injury. This provision applies for one year from the date of injury.

#### **ARTICLE 10 – HOURS OF WORK AND OVERTIME**

- A. The normal work-week for town employees shall be Sunday through Saturday. The normal work-week will be 40 hours during the seven-day period.
- B. The Department Head, with the approval of the Town Manager, shall establish work hours. Shift changes are allowed without a 24-hour notice. Schedule changes require at least 24 hours' notice. A schedule is defined as specific days worked. A shift is defined as specific hours worked.
- C. Extension of a regular shift is not a call out.

- D. Overtime shall be defined as time worked in excess of the 40-hour work week. Overtime shall not be calculated with the inclusion of any paid leave hours but will be calculated with the inclusion of holiday hours. Overtime hours shall be paid at the rate of time and one half (1.5) of the applicable hourly rate for all Association members.
- E. Paid leave shall be defined as one or more of the following accrued benefits:
- Sick Leave (Article 7)
  - Vacation Leave (Article 6)
  - Personal Leave (Article 7)
  - Holiday Leave (Article 5, see clause for holiday hours worked)
  - Compensatory Time (Comp Time)
- F. Paid leave shall be paid at straight time. Employees may not use sick leave, vacation leave, compensatory time, or personal leave in combination with regular hours worked to exceed forty (40) hours in any given work week.
- G. Call out. If an employee is called out during any unscheduled work hour, with the exception of early start times for snow removal operations or working longer than a regular shift, 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 considered time worked for the purposes of calculating the employee's 40-hour work week. Employees called out to work (with the exception of snow removal operations) who continue to work into their regular scheduled shift shall receive the full amount of pay for the applicable call out, for a minimum of two and one half (2.5) hours and also be allowed to complete their regular shift at regular rate of pay.
- H. If an employee is called back to work from previously approved vacation leave, the employee will be paid at the rate of one and one half (1.5) times the regular hourly rate for each previously approved vacation hour worked. If an employee has been approved to use vacation 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 vacation hour that is worked.
- I. Employees may take one (1) fifteen (15) minute break when they are scheduled to work four (4) consecutive hours. Break periods are paid but may not exceed (15) minutes per four (4) consecutive hour period.
- J. All employees, with the exception of dispatchers who are scheduled for an eight (8) hour or longer shift are expected to take an un-paid lunch period of thirty (30) minutes per day. The scheduling for lunch periods will be agreed upon between the employee and their Department Head and should not interfere with the employee's performance or needs of the Town. Employees who are required to use a time clock or keep time on a time sheet will enter the time they start and end their lunch period.

An employee may not use a break or meal period to arrive late or depart work early except under occasional, special circumstances, approved by their Department Head and the Town Manager.

## **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 three (3) stewards, one of which shall be elected President. 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 their immediate supervisor. The Employer shall allow work release time for elected stewards for the purpose of participating in collective bargaining negotiations. Not more than one elected steward shall be released from work in any one department at any given time for the purpose of investigation of grievances, participating in collective bargaining negotiations, or participating in Labor/Management Team meetings.

## **ARTICLE 12 – SENIORITY**

- A. Seniority serves only as a qualification for benefits expressly provided for in this Article and shall have no other effect. During the first six months of employment, each employee shall be considered a probationary employee with the exception of dispatch employees who shall serve a twelve-month probation. Department Heads may, upon a satisfactory performance evaluation and approval of the Town Manager, remove an employee from probation after six (6) months of employment. After completion of the applicable probationary period, the employee shall achieve seniority based on the date of hire. There shall be no seniority among probationary employees as they may be laid off, discharged, or otherwise terminated at the sole discretion of the Employer.

A three-month extension to the probationary period may be required if the Department Head and the Town Manager feel the employee needs further opportunity to learn the job requirements and succeed in their employment with the Town. Rather than be terminated during their probationary period, an employee may be placed on extended leave due to a medical condition (theirs or family member), or the employee may be allowed to complete the required training.

Reduction in forces shall be determined by knowledge, skills and ability of the employee and shall be at the discretion of the Town Manager. Employees released, due to a reduction in force are subject to recall on a knowledge, skills and ability basis. Employees recalled after a reduction in force will be allowed four (4) working days to accept reemployment. In the event of a reduction in forces, the Employer agrees to provide the employees thirty (30) calendar day notice.

- B. Seniority shall be broken by discharge for cause, voluntary resignation, medical leave in excess of one year, or more than 18 months layoff. In the event that an employee leaves the service of the Employer on good terms and is later rehired, their service time will be bridged after a period of two (2) years of satisfactory service.
- C. Seniority shall apply to each department as follows:
1. When an employee changes to another department, he/she will go to the bottom of the seniority list of the new department.
  2. Each department shall provide for approximately equal distribution of overtime.
  3. During a recruitment process, if two or more employees are equally qualified as determined by the Department Head, then seniority shall be used as the deciding factor.
  4. An employee transferring to a position in another department shall retain service credit for determining benefits.
  5. Leave time requests shall be approved in accordance to the provisions in Article 6 – Vacation, Section 5. If two or more employees request the same date(s) for leave, preference will be given on the basis of first come first served. Once leave dates are approved by the Department Head, employees can request changes to or cancel the leave no less than five (5) business days prior to requested leave dates. All requests for leave shall be submitted to the Department Head.

### **ARTICLE 13 – DISCHARGE OR SUSPENSION**

The Articles of this Agreement shall govern the discharge or suspension of employees.

- A. 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 documented in written form and the employee will be given the opportunity to respond in writing within fifteen (15) business days.
- B. Warning notices will be placed in the employee's personnel record and may be used as a basis for determining performance during the employee's annual evaluation. Supervisors must complete employee warnings within fifteen (15) business days of the date of discovery of the conduct or incident that is the basis of the warning. The employee has fifteen (15) business days to respond in writing to any warning notice. Letters of caution, consultation, warning, admonishment and reprimand shall be considered temporary contents of the personnel file of an employee and shall be purged from the file if older than one (1) year, unless such items can be used in support of possible disciplinary action arising from more recent employee action or behavior patterns or is applicable to pending

legal or quasi-legal proceedings involving the employee. The employee must request that the supervisor purge the file.

- C. It is understood that depending on the nature and circumstances of the unsatisfactory performance or behavior, a supervisor may use any disciplinary measure deemed appropriate within 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:

1. Incompetence or inefficiency in the performance of duties.
2. Conviction of a criminal offense involving a felony or moral turpitude.
3. Violation of any lawful or official regulation or order, or failure to obey any lawful direction made and given by a 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 Employer or public.
4. Repeated use of offensive conduct or language toward the public, Town officials or other employees.
5. Carelessness and negligence in the handling and control of Employer property.
6. 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.
7. 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.
8. Dishonesty in the performance of duty.
9. Unauthorized absence from work.
10. Drinking of alcoholic beverages or using any drug(s) to the extent of affecting job performance as determined by the Employer, violation of the Town's Drug and Alcohol Testing Policy, or consumption or use of alcoholic beverages or illegal drugs while at work.
11. Possession, use, distribution, or manufacture of a controlled substance in the work place.

12. Failure to satisfactorily perform job duties, disruption of the Employer's operation, or other legitimate business reason.

- D. Suspension or termination notices must be completed by supervisors within fifteen (15) business days of the occurrence or discovery of unsatisfactory performance. Such notices will be completed in writing and will be provided to both the employee and the Association.
- E. Circumstances related to both warning notices and suspension or termination may be appealed using the grievance procedure. All formal grievances must be submitted within fifteen (15) business days of the event or discovery, per Article 14, below.

#### **ARTICLE 14 – GRIEVANCE PROCESS**

Employees are encouraged to discuss concerns about work related conditions. A grievance is defined as any dispute involving the misinterpretation or misapplication or alleged violation of a provision of this Agreement, including any attendant addenda, amendments, and memoranda of understanding unless any addendum, amendment, or memorandum of understanding expressly excludes any of its provisions from the definition of grievance. If the issue cannot be resolved at the level of the first line supervisor, employees may submit a formal grievance. Timelines stated in the grievance procedure may be extended at any time upon mutual written consent of both parties.

##### **Grievance Process:**

- STEP I Any grievance must be discussed at this level within fifteen (15) business 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 the immediate supervisor or Department Head. If the magnitude of the grievance is serious enough that termination is the remedy proposed by the Employer, this step can be bypassed. The immediate supervisor or Department Head has fifteen (15) business days to respond to the grievance. If the supervisor and Department Head are one and the same person and the grievant is not satisfied with the Step I response or if the supervisor/ Department Head fails to respond within fifteen (15) business days, then the grievance shall advance to Step III of the process.
- STEP II The grievant has fifteen (15) business calendar days from the end of Step I to present the grievance formally in writing to the Department Head if different from the immediate supervisor. 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 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 Department Head shall have fifteen (15) business days to resolve/respond to the grievance. If the grievance is still

unresolved, the Department Head will render his/her decision to the employee in writing and forward a copy to the Town Manager.

**STEP III** Following receipt of the Department Head's response to Step II, and the grievance is still unresolved, the grievance shall be submitted to the Town Manager within fifteen (15) business days of the response of Step II. The Town Manager shall have fifteen (15) business days to review the grievance and provide a written response to the involved parties. In the event that the aggrieved employee is not satisfied with the Town Manager's decision, meaning that the grievance is still unresolved, the Association/grievant may, not later than fifteen (15) business days of the Town Manager's or his/her designee's response, notify the Town of West Yellowstone of the intention to take the grievance to final and binding arbitration. The Association shall request the Board of Personnel Appeals to provide a list of seven arbitrators. The parties shall, not later than fifteen (15) business days of the receipt of the list, select the arbitrator by the method of alternately striking names with the Association striking the first name. The final name left on the list shall be 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 own case. The fees and expenses of the arbitrator shall be shared equally by both parties. In the event either party to the arbitration requests a transcript of the proceedings, the party requesting the transcript shall bear the costs of such transcript.

## **ARTICLE 15 – UNIFORM PROVISION**

It is in the interest of the Town and the Employee that the employees be identified and to have protective gear and to be provided with specialty items that are required to fulfill job requirements. The Town may provide a method for purchase of clothing or other equipment mutually agreed upon by the Town and the employees through the Labor-Management Team. All purchase of clothing or other safety-oriented equipment needs prior authorization of a Department Head or the Town Manager. Purchases without prior authorization may not be reimbursed.

## **ARTICLE 16 – HEALTH AND WELFARE**

- A. The Employer shall contribute 75% of each premium and the employee shall contribute the remaining 25% of each premium for the current health insurance policy in effect. Only part-time permanent or part-time limited term employees who are working 20 hours or more per week are eligible for pro-rated benefits. Proration will be figured based on employees FTE as shown on the Town's staffing plan. This applies to part-time permanent and limited-term employees hired after ratification of this Agreement only.

- 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. The Town encourages wellness activities in represented employees and agrees to continue to provide an agreed-upon treadmill and establish a space in the Town Hall Basement for access by all employees 24/7. The Labor-Management Committee will evaluate and make recommendations to increase health awareness while at work to help cope with sedentary jobs.

## **ARTICLE 17 – LIABILITY AND LIFE INSURANCE**

The Employer, in accordance with § 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, including the use of personal vehicles for essential Town business.

In the event an employee is personally sued as a result of performing his/her work duties, the Employer will defend the employee in accordance with terms and conditions outlined in § 2-9-305 MCA.

In addition, the Employer shall carry \$50,000 in life insurance coverage on each employee.

## **ARTICLE 18 – 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 Department Head and approved by the Town Manager.

Additional information on training can be found in the Town’s Personnel Policy Manual.

## **ARTICLE 19 – PENSIONS**

The Association and the Employer agree to participate in the Public Employees Retirement System of Montana throughout the term of this Agreement and to be bound by the policies of the system. Association members may elect to make their own contributions to the Section 457 plan.

## **ARTICLE 20 – COMPENSATION AND PAY PERIODS**

- A. The parties agree to adopt the 2017 Wage Rate Table, shown as Attachment A to the Agreement, which shows wage bands that were in effect on June 30, 2017 as the base wages to which any increase shall be applied during the first year of this Agreement. In subsequent years, the base wage to will increase according to Attachment A.

Within the Public Services Department, the Operators will be defined as Operator I and Operator II. Operator I will not be required to be certified as a water and wastewater

operator. Operator II shall be certified as a Montana Water and Wastewater Operator (at a minimum of 3A, 4B, 3C of the required licensing levels). To be eligible to be an Operator II, an employee shall also have enough equivalent service, time in position or longevity with the Town to have reached the Journeyman level in the Town's pay classification system.

An Operator II shall be compensated at \$1.00 more per hour than an Operator I.

Any Operator I wishing to become an Operator II shall be provided training opportunities as budget and time allows.

- B. Employees shall move to the next pay increments in accordance with the Attachment A defining time in grade, training requirements and performance evaluations as follows:

**Probation:** Shall be minimum minus \$1.00 for the first six to nine months of employment.

**Apprentice:** Designated pay from end of probation through month 42 of employment.

**Journeyman:** Designated pay from beginning of month 43 through month 102 of employment.

**Master:** Designated pay from the beginning of month 103.

- C. Voluntary deductions will be based on monthly costs regardless of the number of pay periods in the month. Court garnishments will be determined by the terms and conditions of the court order.
- D. Employees shall be paid bi-weekly
- E. Premium pay shall be \$0.50 per hour for the hours worked from 9:00 p.m. to 7:00 a.m. Premium pay does not include travel, training or call out time. Premium pay for overtime is \$.075 per hour

## **ARTICLE 21 – PERSONAL USE OF TOWN FACILITIES**

Otherwise as set in Article 15, the use of Town property and/or equipment is not allowed for the personal use of employees.

## **ARTICLE 22 – CREATION OF LABOR/MANAGEMENT TEAM**

A Labor/Management team shall meet on a quarterly basis, at a regularly scheduled date and time to discuss matters of mutual interest. This meeting may be cancelled by either party by giving 48-hour notice to the other party. Any time spent while attending team meetings shall be compensable time.

## **ARTICLE 23 – MUTUALLY AGREED NO STRIKE, NO LOCKOUT**

During the processing of any matter under the grievance Article, or at any other time during the term of this Agreement, the Association agrees not to strike, render unfair reports, or cause slow down. The Employer agrees not to lockout employees represented by the Association.

## **ARTICLE 24 – TERM OF THE AGREEMENT**

On or before March 31, 2020, either party may notify the other party in writing of its desire to negotiate the terms and provisions of a successor Agreement. 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 successive one-year terms thereafter, beginning on July 1, 2020 and with the notice of the desire to open negotiations being due March 31 of each year.

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.

## **ARTICLE 25 – WAGE PROGRESSION**

The Town of West Yellowstone and the West Yellowstone Employees Unit of the Montana Public Employees Association agree to the following concerning the procedure to move from probation to apprentice to journeyman to master.

The parties agree that in order to move forward through the pay plan, employees are required to show progress by completing required training, displaying adequate performance over time and at the time of annual evaluation, and complete requirement for time in grade. In the event that an employee is not eligible for advancement in the pay plan due to performance standards, the Employer is required to provide documentation of reprimands, corrective action plans, etc. An employee has the right to use the grievance procedure should he/she be disciplined for performance reasons and/or held back from advancement to the next pay level. Movement from one pay level to the next will be contingent on the employee receiving an acceptable performance evaluation for the period prior to advancement. In addition, employees will meet the criteria for professional development designed by the Town Manager, the Association Steward, and the appropriate Department Head (Attachment B). The Management-Labor Committee will work to revise Attachment B prior to the next CBA negotiation held after the signing of this document.

Both parties agree to attach to each position description the requirements for an employee to move through the pay plan that are detailed in Attachment B to this Agreement. The following shall be a general outline of what is required for each grade in the plan:

**Probation:**

The term of probation shall be six (6) months from the date of hire or nine (9) months as applied in Article 12 - Section A. Department Heads may, upon a satisfactory performance evaluation and approval of the Town Manager, remove an employee from probation after six (6) months of employment, or nine (9) months as applied in Article 12 - Section A, with the exception of Dispatchers, who shall serve a twelve (12) month probationary period.

The parties agree that any reference to probationary pay shall mean the minimum salary assigned to a wage band (Attachment A) less \$1.00 per hour. Probationary pay shall be in effect for six (6) months from date of hire, even though employees may remain on probation for a full nine (9) or twelve (12) months.

The probationary employee shall begin all required certification activities and show progress in attaining such certifications.

The probationary employee shall demonstrate adequate knowledge of the position and satisfactory performance.

**Apprentice:**

The term of apprentice shall be from removal from probation through month 42 of employment unless the conditions outlined in the position description have not been met. An employee shall not be held back in progression if the Employer has not provided required training opportunities.

The apprentice employee shall be required to complete all certification activities required by the position description. Employees are encouraged to complete a minimum of 24 hours per calendar year of non-required continuing education. These hours are not required to be formal training and may include, but are not limited to, attending safety meetings, in-house department training, reading articles in trade journals, etc. It shall be the employee's responsibility to document all non-required training hours.

In order to be eligible for advancement to the journeyman level, the apprentice level employee must receive satisfactory performance evaluations for their third year at the apprentice level and exhibit a general knowledge of their job as outlined in the applicable position description.

**Journeyman:**

The term of journeyman shall be from month 43 through month 102 of employment unless the conditions outlined in the position description have not been met. An employee shall not be held back in progression if the Employer has not provided required training opportunities.

The journeyman level employee shall maintain all certification activities required by the position description. Employees are encouraged to complete a minimum of 24 hours per calendar year of non-required continuing education. These hours are not required to be formal training and may include, but are not limited to, attending safety meetings, in-house department training, reading

articles in trade journals, etc. It shall be the employee's responsibility to document all non-required training hours.

Journeyman level employees shall assist, as assigned, in providing training to probation and apprentice level employees up to the journeyman's skills and abilities.

In order to be eligible for advancement to the master level, the journeyman level employee must receive satisfactory performance evaluations for their fifth year at the journeyman level and exhibit a general knowledge of their job as outlined in the applicable position description.

**Master:**

The term of master shall be from end of journeyman at month 103 through the balance of employment unless the conditions outlined in the position description have not been met.

The master level employee shall maintain all certification activities required by their position description. Employees are encouraged to complete a minimum of 24 hours per calendar year of non-required continuing education. These hours are not required to be formal training and may include, but are not limited to, attending safety meetings, in-house department training, reading articles in trade journals, etc. It shall be the employee's responsibility to document all non-required training hours.

Master level employees shall provide training as assigned to probation, apprentice and journeyman level employees. A master level employee shall be considered as a trainer in the position description for which they were hired. A master employee shall not have the right to refuse to train employees.

The master level employee must receive satisfactory performance evaluations and they shall show an extensive working knowledge of their job as outlined in the applicable position description. The master employee shall also show a satisfactory level of performance as a trainer in their position description.

Ratification of terms of Agreement between the Town of West Yellowstone and the members of the Montana Public Employees Association, West Yellowstone Employees Bargaining Unit entered into \_\_\_\_\_, 2018.

**For the Town of West Yellowstone:**

\_\_\_\_\_  
Brad Schmier, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Daniel Sabolsky, Town Manager

\_\_\_\_\_  
Date

**For the West Yellowstone Employee's Bargaining Unit, MPEA:**

\_\_\_\_\_  
Lisa Johnson, Chapter Representative – President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Megan Casey, MPEA Field Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Quinton Nyman, Executive Director

\_\_\_\_\_  
Date

Attachment A - FY 2018-2020

Occupations & Job Families	FY 17			FY 18			FY 19			FY 20		
	3% Increase			\$1.00/hour			\$.60/hour			\$.50/hour		
	Apprentice	Journey	Master	Apprentice	Journey	Master	Apprentice	Journey	Master	Apprentice	Journey	Master
<b>Administration and Finance</b>												
Town Clerk	\$50,064	\$58,900	\$67,735	\$52,144	\$60,980	\$69,815	\$53,392	\$62,228	\$71,063	\$54,432	\$63,268	\$72,103
Deputy Town Clerk	\$33,725	\$39,677	\$45,628	\$35,805	\$41,757	\$47,708	\$37,053	\$43,005	\$48,956	\$38,093	\$44,045	\$49,996
Court Clerk	\$32,901	\$38,708	\$44,516	\$34,981	\$40,788	\$46,596	\$36,229	\$42,036	\$47,877	\$37,269	\$43,076	\$48,884
Executive Assistant				\$40,305	\$46,257	\$52,208	\$41,553	\$47,505	\$53,456	\$42,593	\$48,545	\$54,496
<b>Dispatch</b>												
911 Communications Manager	\$41,091	\$48,342	\$55,592	\$43,171	\$50,422	\$57,672	\$44,419	\$51,670	\$58,920	\$45,459	\$52,710	\$59,960
Dispatcher	\$32,901	\$38,708	\$44,516	\$34,981	\$40,788	\$46,596	\$36,229	\$42,036	\$47,844	\$37,269	\$43,076	\$48,884
<b>Parks &amp; Recreation</b>												
Recreation Coordinator	\$47,653	\$56,061	\$64,470	\$49,733	\$58,141	\$66,550	\$50,981	\$59,389	\$67,798	\$52,021	\$60,429	\$68,838
Seasonal Recreation Counselor	\$27,005	\$31,770	\$36,534	\$14.05/hr	N/A	N/A	\$14.05/hr	N/A	N/A	\$14.05/hr	N/A	N/A
<b>Social Services</b>												
Social Service Assistant	\$30,553	\$35,944	\$41,337	\$32,633	\$38,024	\$43,417	\$33,881	\$39,272	\$44,665	\$34,921	\$40,312	\$45,705
<b>Public Works</b>												
Deputy Public Services Super	\$53,914	\$63,428	\$72,942	\$55,994	\$65,508	\$75,022	\$57,242	\$66,756	\$76,270	\$58,282	\$67,796	\$77,310
Equipment Operator	\$37,226	\$43,794	\$50,365	\$39,306	\$45,874	\$52,445	\$40,554	\$47,122	\$53,693	\$41,594	\$48,162	\$54,733
Equip. Operator II (+\$1.00)*	\$39,306	\$45,874	\$52,445	\$41,386	\$47,954	\$54,525	\$42,634	\$49,202	\$55,773	\$43,674	\$50,242	\$56,813
P/T and/or S/T Equip. Operator	\$28,371	\$33,378	\$38,385	\$30,451	\$35,458	\$40,465	\$31,699	\$36,706	\$41,713	\$32,739	\$37,746	\$42,753
Seasonal Laborer	\$28,371	\$33,378	\$38,385	\$14.05/hr	N/A	N/A	\$14.05/hr	N/A	N/A	\$14.05/hr	N/A	N/A

\* The wage for Operator II is equivalent to Operator I plus \$1.00 per hour, based on water & sewer certifications

**ATTACHMENT B – This attachment will be reviewed and revised by the Management-Labor Committee after the signing of this CBA to more closely match the expected qualifications for each grade.**

<b>POSITION</b>	<b>APPRENTICE</b>	<b>JOURNEYMAN</b>	<b>MASTER</b>
<b>DISPATCHERS</b>			
Dispatcher	Complete Initial Training Outline (1 <sup>st</sup> 6 months). POST Certifications (1 <sup>st</sup> Year). CJIN Certification 1 <sup>st</sup> 9 Months). 911 Officer Certification (within 60 days of hire). E MD Certification (within 60 days of hire). FCO Certification (within 60 days of hire). Demonstrate proficiency in job. Attend Jailer School.	Maintain Certifications. Attend recurring monthly training. CJIN Advanced Training. Complete POST Training Officer Program. Demonstrate proficiency in job. Provide Training as assigned.	Maintain Certifications. Provide Training as assigned. Demonstrate proficiency in job.
Head Dispatcher	Complete Initial Training Outline (1 <sup>st</sup> 6 months). POST Certifications (1 <sup>st</sup> Year). CJIN Certification 1 <sup>st</sup> 9 Months). 911 Officer Certification (within 60 days of hire). E MD Certification (within 60 days of hire). FCO Certification (within 60 days of hire). TAC Certification. Attend TAC Conference. Demonstrate proficiency in job. Attend Jailer School.	Maintain Certifications. Attend recurring monthly training. CJIN Advanced Training. Complete POST Training Officer Program. Demonstrate proficiency in job. Attend TAC Conferences. Provide Training as assigned.	Maintain Certifications. Provide Training as assigned. Demonstrate proficiency in job.
<b>PUBLIC SERVICES</b>			
Operator I	Complete flagger training. Complete work zone safety class. Demonstrate proficiency with most equipment. Obtain/maintain CDL.	Maintain Apprentice level training. Maintain CDL. Demonstrate proficiency in job. Provide Training as assigned. Demonstrate knowledge of Grader operation. Proficiency in all equipment.	Maintain certifications. Provide training as assigned.
Operator II	Complete flagger training. Complete work zone safety class.	Maintain Apprentice level training. Maintain CDL.	Maintain certifications. Provide training as assigned.

<b>POSITION</b>	<b>APPRENTICE</b>	<b>JOURNEYMAN</b>	<b>MASTER</b>
Operator II (continued)	Demonstrate proficiency with most equipment. Obtain/maintain CDL Complete water certification Complete wastewater certification	Demonstrate proficiency in job. Provide training as assigned. Demonstrate knowledge of Grader operation Proficiency in all equipment	Maintain certifications. Provide training as assigned.
Recreation Coordinator	Provide documentation of specialized training in recreation programming. Maintain lifeguard certification. Maintain Basic First Aid/CPR Certification.	Maintain Apprentice level training. Attain the following certifications: a. Certified Parks and Rec. Professional b. Certified Playground Safety Inspector Attain Lifeguard Instructor Certification Attain First Responder Certification Provide Training as assigned.	Maintain certifications. Provide training as assigned. First Aid/CPR Instructor.
Deputy Superintendent	Commercial Building Inspector Certification. Work Zone Technician Certification (MDT). Flagger Certification (MDT). Montana Water Operator 2A, 3B. Montana Wastewater Operator 3C. Obtain/maintain CDL. Demonstrate knowledge with all equipment.	Maintain Apprentice level training. Maintain CDL. Maintain CEC for water/wastewater. Show proficiency in job. Attain ICC Plan Examiner Certification. Provide Training as assigned.	Maintain certifications. Attain ICC Building Official Certification. Provide Training as assigned.
<b>CITY COURT</b>			
Court Clerk	Attend & complete required training as outlined by the Supreme Court. Demonstrate proficiency in job. Demonstrate proficient use of court software. Demonstrate proficiency in record keeping.	Attend & complete required training as outlined by the Supreme Court. Maintain proficiency in job. Maintain proficient use of court software. Maintain proficiency in record keeping. Provide Training as assigned.	Attend & complete required training as outlined by the Supreme Court. Maintain proficiency in job. Maintain proficient use of court software. Maintain proficiency in record keeping. Provide training classes for dispatch and/or teach at state conferences as assigned.
<b>TOWN OFFICE</b>			
Town Clerk	Graduate from IIMC or MMCT&FOA accredited institute. Acquire Montana Notary. Demonstrate proficiency in use of software. Demonstrate proficiency in job.	Attain/maintain IIMC Certified Municipal Clerk (CMC) designation or Certified Montana Municipal Clerk (CMMC) designation. Maintain Montana Notary. Begin coursework to obtain APT Certified Municipal Finance Administrator (CMFA)	Attain/maintain CMFA or CMMFO designation. Provide training as needed to Town employees and Council Members. Maintain Montana Notary. Maintain proficiency in use of software. Maintain proficiency in job.

POSITION	APPRENTICE	JOURNEYMAN	MASTER
Town Clerk (continued)		designation or Certified Montana Municipal Finance Officer (CMMFO) designation. Maintain proficiency in use of software. Maintain proficiency in job. Provide Training as assigned.	Provide Training as assigned.
Deputy Town Clerk	Graduate from IIMC or MMCT&FOA accredited institute. Acquire Montana Notary. Demonstrate proficiency in use of software. Demonstrate proficiency in job.	Attain/maintain IIMC Certified Municipal Clerk (CMC) designation or MMCT&FOA Montana Clerk's certification. Maintain Montana Notary. Maintain proficiency in use of software. Maintain proficiency in job. Provide Training as assigned.	Provide training as needed to Town employees and Council Members. Maintain Montana Notary. Maintain proficiency in use of software. Maintain proficiency in job. Provide Training as assigned.
<b>JOB &amp; SOCIAL SERVICES DEPARTMENT</b>			
Job and Social Services Assistant	Learn Food Bank ordering and accounting system. Learn MT Job.gov site. Learn Community Help Fund voucher procedures. Learn all Office of Public Assistance programs. Learn UI4U procedures. Learn basic office machine maintenance Learn ordering and inventory procedures Show proficiency in use of software. Show proficiency in job.	Master Food Bank ordering and accounting system. Mast MT jobs.gov site. Master Community Help Fund voucher procedures. Master all Office of Public Assistance programs. Master UI4U procedures. Learn domestic abuse resources and procedures. Learn Order of Protection procedures. Learn Crime Victims Assistance procedures. Demonstrate proficiency in ordering and inventory control. Demonstrate proficiency in maintaining office machines. Demonstrate proficiency in use of software. Demonstrate proficiency in job.	Demonstrate proficiency and advanced knowledge in all of the above. Teach two classes to police/dispatchers on social services as assigned.

# Budget Calendar 2018

June						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

- 5 TC Meeting
- 19 TC Work Session Capital Improvement Plan & TC Meeting
- 26 TC Work Session General Fund
- 22 Post notice of Preliminary Municipal Budget
- 29 Post notice of Preliminary Municipal Budget

July						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- 3 TC Work Session Special Revenue Funds & TC Meeting
- 10 TC Work Session Capital/Enterprise Funds
- 17 TC Work Session Special Requests & TC Meeting
- 24 TC Work Session Capital Improvement Plan Review
- 27 Final Budget Hearing Notice posted
- 31 Budget Revision Review

August						
S	M	T	W	Th	F	S
		1	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

- 3 Final Budget Hearing Notice posted
- 7 TC Meeting & Budget Adoption