

# Town of West Yellowstone

Thursday, January 3, 2018

West Yellowstone Town Hall, 440 Yellowstone Avenue

**TOWN COUNCIL MEETING**

**7:00 PM**

Pledge of Allegiance

**Election of the Mayor and Deputy Mayor for 2019**

**Oaths of Office**

Purchase Orders

Treasurer's Report & Securities Report

Claims ∞

Consent Agenda: **Minutes of December 18, 2018 Town Council Meeting** ∞

Business License Applications

Advisory Board Report(s)

Town Manager & Department Head Reports

**Comment Period**

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

## **NEW BUSINESS**

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Resolution No. 722, Re-Create the Tourism Business Improvement District

Discussion/Action ∞

Purchase Order #6769 – Hydro Solutions, Inc.

Discussion/Action ∞

Water Rights Change Application, Attorney Agreement, Hydro Solutions, Inc.

Governmental Affairs Contract, Resort Tax Increase, Taylor Luther Group, PLLC

Discussion/Action ∞

Correspondence/FYI/Meeting Reminders



*If viewing the agenda electronically, click the “∞” symbol to link to the associated documentation in the Town Council Packet.*

**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).

12/28/18  
12:38:18

TOWN OF WEST YELLOWSTONE  
Claim Approval List  
For the Accounting Period: 1/19

Page: 1 of 5  
Report ID: AP100

\* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
45225	57497	01/17/19	1273 Montana Security and monitoring UPDL	61.50 61.50		UPDL	1000 411252	357	101000
45236			2852 Blackfoot Communications	2,089.61					
	01/15/19	602-4908,	povah center	0.00		POVAH	1000 411255	345	101000
	12/15/18	646-5106,	fax soc svc	40.66		SOCSRV	1000 450135	345	101000
	12/15/18	646-5119,	police station	40.53		POLICE	1000 420160	345	101000
	12/15/18	646-5141,	sewer plant alarm	40.53		SEWER	5310 430600	345	101000
	12/15/18	646-5185,	town hall alarm	40.53		TWNHAL	1000 411250	345	101000
	12/15/18	646-7311,	social services	85.47		SOCSRV	1000 450135	345	101000
	12/15/18	646-7481,	povah elevator	41.67		POVAH	1000 411255	345	101000
	12/15/18	646-7511,	town hall fax	40.53		TWNHAL	1000 411250	345	101000
	12/15/18	646-7609,	public works	25.59		PUBSVC	1000 430200	345	101000
	12/15/18	646-7650,	police station fax	40.53		POLICE	1000 420160	345	101000
	12/15/18	646-7715,	povah center	31.85		POVAH	1000 411255	345	101000
	12/15/18	646-7795,	town hall	328.96		TWNHAL	1000 411250	345	101000
	12/15/18	646-7845,	court clerk	18.38		COURT	1000 410360	345	101000
	12/15/18	646-9017,	library	41.85		LIBRAR	2220 460100	345	101000
	01/15/19	646-9027,	sewer plant alarm	40.53		SEWER	5310 430600	345	101000
	12/15/18	ethernet,	library	300.00		LIBRAR	2220 460100	345	101000
	12/15/18	ethernet,	povah center	310.00		POVAH	1000 411255	345	101000
	12/15/18	ethernet,	police station	350.00		POLICE	1000 411258	345	101000
	12/15/18	ethernet,	town hall	272.00		TWNHAL	1000 411250	345	101000
45240	012147	12/15/18	1140 Sagebrush Floral poinsetta	18.00 18.00		TWNHLL	1000 411250	220	101000
45241	12/27/18	great falls training trav. adv	2906 Anthony Kearney	177.00 177.00			1000 420100	370	101000
*** Claim from another period (12/18) ****									
45242	AOR-13889-	09/27/18	171 Montana Food Bank Network order date 9/18/2018	323.59 323.59			7010 450135	220	101000
45243	2845808	12/14/18	2925 Daniel Sabolsky reimburse party supplies	99.14 47.06			1000 410100	220	101000
	26253256	12/14/18	reimburse party supplies	17.08			1000 410100	220	101000
	12/09/18	reimburse party supplies		35.00			1000 410100	220	101000
45244	23361539	12/05/18	3004 Partsmaster sorbent universal pad	147.81 43.65		STREET	1000 430200	220	101000
	23361539	12/05/18	shipping	9.94		STREET	1000 430200	220	101000
	23364561	12/17/18	parts & supplies	81.93		STREET	1000 430200	220	101000
	23364561	12/17/18	shipping	12.29		STREET	1000 430200	220	101000

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45245			2 Forsgren Associates P.A.	2,000.00					
	118500	11/25/18 operational support contract		1,000.00			5210 430500	354	101000
	118500	11/25/18 operational support contract		1,000.00			5310 430600	354	101000
45246			2099 Quick Print of West Yellowstone	74.00					
	11177	12/17/18 Thank you notes		74.00			7010 450135	220	101000
45247			1241 Safeguard	705.90					
	033217832	12/04/18 tax forms		94.04			1000 410210	220	101000
	033234856	12/12/18 utility billing cards 4 box		305.93			5210 430570	220	101000
	033234856	12/12/18 utility billing cards 4 box		305.93			5310 430670	220	101000
45248			3107 MarCom, LLC	284.00					
	1811072	12/19/18 ion chromatography		284.00			5210 430500	357	101000
45249			2800 RDO Equipment Co.	555.36					
	p39569	12/20/18 machinery repair supplies		555.36			1000 430200	220	101000
45250			2537 Balco Uniform Co., Inc.	88.15					
	52019	12/19/18 ball caps		88.15			1000 420100	226	101000
45251			999999 TRISTON JASON JONES	500.00					
		12/18/18 Bond Refund		500.00			7469 212401		101000
45252			999999 STEPHEN JIM HONG	800.00					
		12/18/18 Bond Refund		800.00			7469 212401		101000
45253			999999 ANGEL VEGA	685.00					
		12/18/18 Bond refund		685.00			7469 212401		101000
45254			999999 CHARLENE BECK	200.00					
		12/18/18 Bond Refund		200.00		COURT	7469 212401		101000
45255			2491 MMIA	1,500.00					
	1118017	12/10/18 liability deductible schwanbe		1,500.00			1000 510330	513	101000
45256			3182 Senior Center	1,200.00					
	1001	12/14/18 Food prep/service Xmas Party		1,200.00		LEGIS	1000 410100	220	101000

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45257	1796 Barta Electric, Inc. 5327 12/18/18 remodel at PD	234.66 234.66		POLICE	1000 411258	920	101000
45258	65 T & E 42CS043662 12/12/18 machinery supplies	326.16 326.16		STREET	1000 430200	220	101000
45259	160 Utility Specialties Inc 6963 12/07/18 water level meter w.probe 6965 12/12/18 min-max thermometer w.magnet	691.78 522.33 169.45		WATER WATER	5210 430500 5210 430500	212 212	101000 101000
45260	3066 Core & Main 211055 12/17/18 bushings for pump station	72.64 72.64		SEWER	5310 430600	366	101000
45261	162 House of Clean 218742A 10/09/18 aerosol cleaner	86.38 86.38		PARKS	1000 460430	220	101000
45262	2822 ClearBlu Cleaning Services 6 12/13/18 deep clean town hall	262.50 262.50		BLDNGS	1000 460430	398	101000
45263	2455 Tri State Excavating, LLC 6630 12/04/18 blower hauling	625.00 625.00		STREET	1000 430200	357	101000
45264	1796 Barta Electric, Inc. 5289 12/11/18 christmas decor 2018 5290 12/11/18 misc. electrical work 5290 12/11/18 misc. electrical work 5290 12/11/18 misc. electrical work 5290 12/11/18 misc. electrical work	2,053.06 1,154.49 224.64 224.64* 224.65 224.64		PARKS PARKS PARKS STLGHT TWNHAL	1000 460430 1000 460430 1000 460430 1000 430263 1000 411250	220 361 365 357 366	101000 101000 101000 101000 101000
45265	1531 Saurey Construction, Inc. overbudget per council's desire to complete project 1668 12/27/18 ADA and sidewalk repair 1668 12/27/18 ADA and sidewalk repair	74,700.00 34,700.00 40,000.00*		GASTX BARSAA	2820 430262 2821 430200	365 368	101000 101000
45266	2977 Staples Credit Plan 2194252051 11/14/18 Jail supplies 2194252051 11/14/18 Dispatch supplies 2194612691 11/15/18 jail supplies 2194902831 11/15/18 library supplies 2199294051 11/24/18 library supplies	217.61 92.15 42.00 18.94 28.14* 36.38*		JAIL DISP JAIL LIBES LIBES	1000 420230 1000 420160 1000 420230 2220 460100 2220 460100	220 220 220 220 220	101000 101000 101000 101000 101000

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45267		12/28/18 bus vouchers x 12	1331 West Yellowstone Foundation	120.00 120.00		HELP	7010 450135	370	101000
			# of Claims	30	Total:				90,898.85



WEST YELLOWSTONE TOWN COUNCIL  
**Town Council Meeting**  
**December 18, 2018**

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

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

Jonathon Heames, Court Clerk Kerry Parker, Helene Rightenour, Richard & Teri Gibson, Jeff Kadlec, Fire Chief Shane Grube, Head Dispatcher Brenda Martin, Greg and Lisa Johnson, Rachel and Justin Spence, Joe & Molly Moore, Randy Wakefield-Fall River Electric, Drew Stroberg-Acting District Ranger Hebgen District, Eric Heaps, Mandy and Taylor DeTienne, Dave Noel & Kevin of Forsgren Associates, Kaitlin Johnson & Ellen Butler – Yellowstone Historic Center

The meeting is called to order by Mayor Brad Schmier 7:00 PM in the Town Hall, 440 Yellowstone Avenue, West Yellowstone, Montana.

Portions of the meeting are being recorded.

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

**ACTION TAKEN**

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- 1) Motion carried to approve Purchase Order #6768 to A & E Architects to perform an on-site condition assessments of the Union Pacific Depot (museum) and Dining Lodge for \$20,820.00. (Martineau, Burke) Johnson and Forsythe are opposed.
- 2) Claims, (Martineau, Forsythe) Burke abstains from claim #45197 to Morning Glory Coffee & Tea for \$33.75. Forsythe clarifies that the contract with Buffalo Services is for \$3000/month.
- 3) Motion carried to approve the Consent Agenda, which includes the minutes of the December 4, 2018 Town Council Meeting. (Martineau, Burke)
- 4) Motion carried to approve the new business license application for BSA Lodging, LLC dba Golden Stone Inn and approve the request to waive the resort tax bond. (Forsythe, Burke)
- 5) Motion carried to approve the business license application for Mountain Ops, a backcountry guide service. (Martineau, Forsythe)

**Public Comment Period**

No public comment is received.

**Council Comments**

Mayor Schmier mentions the Town Christmas Party last Friday and comments on how great the food was! He also wishes everyone a Merry Christmas. He also says that they will appoint a new Mayor in January for 2019 and he is willing to accept that appointment for another year, if it is the desire of the Council. Council Member Martineau mentions that he recently attended the Little Rangers Christmas Program and it was great. Council Member Johnson reports that he attended a meeting today at the Bozeman Chamber of Commerce where there was a presentation to establish a 4% Gateway Community tax, where any county that is close to a National Park would be eligible to establish a tax. He says that he thinks they should pay attention to this, because it could potentially affect their effort to raise the resort tax and they should even consider whether they should use pursue the new tax. Chris Burke requests that the staff make an effort to make sure the drivers of the snow hauling trucks abide by the speed limit and exercise extreme safety. Council Member Forsythe says that the Kids n Snow program is great

and comments that the Sabolsky family really supports the event. He also thanks the staff and Jim from the senior center for the great meal at the Christmas Party.

Mayor Brad Schmier administers the Oath of Office for Judge Richard Lee Gibson.

**Presentation:** Acting District Ranger, Hebgen District, Drew Stroberg, addresses the Town Council to encourage local representation on the Forest Service Resource Advisory Council. He explains that this Council determines funding for projects and they believe that local representation would be beneficial and would help obtain funding for projects in our area. Sabolsky says that he has the application forms and he will forward them to anyone that is interested in participating.

## **DISCUSSION**

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- 1) Sabolsky explains that when they put the budget together, they estimated this project would cost around \$10,000, so they intend to pay for half of it from that part of the budget and the rest from the \$200,000 that is budgeted for historical preservation in the capital plan. Forsythe expresses concerns about not having accurate estimates during the preparation of the budget for projects to avoid surprises like this. Johnson agrees.
- 4) The Council asks questions about the guest lounge portion of the application. Joe Moore explains that they have applied for an off-premises beer and wine retail license, which requires that they sell a certain amount of groceries or food products on-site along with the beer and wine.
- 5) Forsythe asks what is the location for the business? Schmier points out that the application says that the guides will meet their clients at trail heads outside of town. Johnson says that he believes the license application should include a physical address, even though the owners live in the Madison Addition. The Council agrees and requests that the physical address for the owners be added to the application.
- A) **Town Manager/Department Head Reports:** Town Manager Dan Sabolsky reports that he has been utilizing Officer Anthony Kearney to work on job descriptions for all positions with the Town. He reports that they have received applications to rezone Washburn Circle, approve the HRDC townhome project, and approve the Moonrise Development. He anticipates multiple hearings and progress on these projects in January. He attended the resort tax meeting in Big Sky and he has had multiple discussions with representatives from that community about support for lobbying the legislature to increase the tax authority by 1%. He reports that he met recently with Drew Stroberg, Acting District Ranger, about signage at the trailheads and access to the forest through the 80 acres. He says that he conducted an exit interview with Officer Dan Palmer today. He also participated in a meeting with the new judge, Richard Gibson, Court Clerk Kerry Parker, Chief Newell, and Town Attorney Jane Mersen to discuss scheduling and procedures for court.

Dave Noel of Forsgren Associates addresses the Council and reports that Montana DEQ has reviewed the request to utilize evaporators at the lagoon. He says that the biggest concern at DEQ is approval of a short-term project that could turn into a long-term. He says that he has composed a letter to respond to DEQ that describes the short-term solution to the lagoon and then the long-term solution. He briefly describes the short-term and then long-term plans that are outlined in the letter. He also explains that in order to get everything approved, they will likely need to make some trips to Helena to assure DEQ that they are serious about correcting these issues and will follow through.

Public Services Superintendent James Patterson reports that Kids n Snow last weekend went very well. The sledding hill is in great shape and so is the ice rink. He says that they are working on repairs and maintenance at the jail, Povah Center. He says they

haven't had a lot of snow yet and are also planning to replace the floor in the main room at the Povah Center.

Social Services Director Kathi Arnado reports that they are working with the United Women to operate the Christmas Star Program to provide Christmas gifts for needy children in the community. She reports that they acquired over 1500 pounds of meat from the Hunters for Hunger program for the food bank. She says they still have approximately 60 turkeys to give out before Christmas, too.

Chief Scott Newell reports on multiple car slide offs, forgery charges, a stalking and trespassing charge, and right now are in process of charging an individual with their 3<sup>rd</sup> DUI. He says that they just released the recruitment to hire a new officer to replace Daniel Palmer.

- B) Mayor Brad Schmier explains that a letter of support has been drafted and already sent to the Office of Aviation Analysis in Washington DC in support of SkyWest Airline's proposal to operate as the Essential Air Service carrier at the Yellowstone Airport for the upcoming season. Schmier also explains that the proposal is to expand air service at the airport from May 9<sup>th</sup> to October 13<sup>th</sup>, which adds almost a month on each end of the season.
- C) Town Manager Dan Sabolsky reports that the selected committee has reviewed all of the proposals that were received in response to the Engineering Services RFP. He says that the top candidates they agreed on are Forsgren & Associates and Stahly Engineering. He says he would like to invite both firms to come and make presentations to the Council in January. He says there was essentially a tie between the third and fourth best responses so he recommends just hearing presentations from the top two at the beginning.

**CORRESPONDENCE**

Dated December 13, 2018, Ken Davis-Chair for the West Yellowstone Cemetery Board of Trustees, writes to request that the Town Council appoint the Public Services Superintendent to also act as the Cemetery Superintendent and also take on the responsibility of opening and closing graves and adopt a resolution to set fees to offset such costs.

The meeting is adjourned at 9:00 PM.

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Mayor

ATTEST:

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Town Clerk

# Resolution No. 722

## **A RESOLUTION OF THE WEST YELLOWSTONE TOWN COUNCIL RE-CREATING A TOURISM BUSINESS IMPROVEMENT DISTRICT FOR THE PURPOSE OF PROMOTING TOURISM AND TRAVEL TO THE TOWN OF WEST YELLOWSTONE, MONTANA**

WHEREAS, the Tourism Business Improvement Districts law set forth in Montana Code Annotated 7-12-1101 through 7-12-1144 provides for the creation of a Tourism Business Improvement District (TBID) to collect assessments for the funding of projects that promote tourism, and

WHEREAS a Tourism Business Improvement District will increase tourism and provide funding that will promote and benefit the tourism and lodging industry in West Yellowstone, and

WHEREAS, the boundaries of the district shall be non-contiguous and shall include all hotels with 10 or more rooms within the established limits of the Town of West Yellowstone as such limits are amended from time to time, not including areas that are zoned primarily as residential areas.

WHEREAS, the services to be performed shall be the funding of uses and projects for tourism promotion with West Yellowstone, as specified annually by the TBID budget, and

WHEREAS, a hotel is defined as any structure or portion of any structure, which is occupied or designed for occupancy by transients for dwelling, lodging, or sleeping purposes, and includes any hotel, inn, motel, or other similar structure or portion thereof, and

WHEREAS, all hotels within the district with 10 or more rooms shall be subject to an assessment of \$1 per occupied room night.

WHEREAS, collection and administration of the Tourism Business Improvement District assessments will be by the Town of West Yellowstone in a manner consistent with State Law, using administrative procedures similar to those used to collect the West Yellowstone Resort Tax, and

WHEREAS, an obligation or debt of any nature of the district is not an obligation or debt of the Town of West Yellowstone and in no event is a debt or obligation of the district payable out of any funds or properties of the Town of West Yellowstone. The debts and obligations of the district are payable solely from the funds and properties of the district, and

WHEREAS, the duration of the Tourism Business Improvement District shall be for a period of ten years as prescribed in MCA 7-12-1141, and

WHEREAS, upon receipt of a petition signed by the owners of more than 50% of the area of the property included in the district, the governing body shall terminate the district at the end of the then current fiscal year of the district, and

WHEREAS, the Town has received a petition signed by the owners of more than 74% of the area of the proposed property, published notice and notified affected property owners of passage and approval of Resolution #721, accepted written protests against the proposed district for fifteen days from the date of the first publication of the notice of passage and approval, conducted a protest hearing and determined all protests to be insufficient.

NOW, THEREFORE, BE IT RESOLVED that the West Yellowstone Town Council does hereby pass this resolution to re-create a Tourism Business Improvement District in the Town of West Yellowstone, substantially as described above.

**PASSED AND ADOPTED BY THE TOWN COUNCIL AND APPROVED BY  
THE MAYOR FOR THE TOWN OF WEST YELLOWSTONE THIS  
3rd DAY OF JANUARY 2019.**

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Mayor Brad Schmier

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Greg Forsythe, Council Member

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Jerry Johnson, Council Member

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Pierre Martineau, Council Member

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Chris Burke, Council Member



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ATTEST: Elizabeth Roos, Town Clerk

P.O. BOX 1570

# TOWN OF WEST YELLOWSTONE MONTANA

PHONE: 406-646-7795

FAX: 406-646-7511

info@townofwestyellowstone.com

## PURCHASE ORDER

Date *12-27-18*

Ship Via *5220-430530-939*

Order No. **006769**

Department *Public Services*

TO: *Hydro Solutions*

ADDRESS: *1500 Poly Dr Suite 103  
Billings, MT 59102*

PLEASE FURNISH THE TOWN OF WEST YELLOWSTONE WITH:

Quantity	Description
1	<i>Hydrology Study for water rights</i>

Estimated Cost \$ *7,900<sup>00</sup>*

Authorized By *[Signature]*

Requested By *[Signature]*

VENDOR COPY - White OFFICE COPY - Canary

December 19, 2018

Ross D. Miller, Esq., PE  
MILLER LAW, PLLC  
401 Washington Street  
Missoula, Montana 59802



**HydroSolutions®**

**VIA EMAIL:** ross@millerlawmontana.com

**Subject: Confirmation of Authorization (COA): Water Rights and Hydrology Services, Town of West Yellowstone, Montana.**

Dear Mr. Miller:

In accordance with your request of December 10, 2016, HydroSolutions Inc (HydroSolutions) is pleased to present this Confirmation of Authorization (COA) for water rights and hydrology services in the referenced matter. We understand that you represent the Town of West Yellowstone, Montana (Town). The Town has a Water Rights Change Application (No. 41F 30116436) currently under review by the Montana Department of Natural Resources and Conservation (DNRC) for which you and the Town will require professional scientific, engineering and technical information. With your signature, this COA is a contract for professional services.

### **Proposed Scope of Services**

The nature and extent of our services will be defined and performed under your direction as outside legal counsel for the Town. Our work will involve consultation with you, the Town and the DNRC. Based on our current understanding, our initial work will consist of the following:

- Reviewing water rights and DNRC records and documents you provide, along with other available sources of information;
- Reviewing DNRC concerns and third-party Objections to the pending Change Application;
- Becoming familiar with the water rights and water uses of the Town;
- Communicating with the DNRC personnel handling the Town's application;
- Developing a preliminary written analysis and response to the DNRC Groundwater and Irrigation Change Technical Reports, including appropriate hydrogeologic interpretations supported as necessary by standard analyses and modeling;
- Under your direction, evaluating other relevant issues that may arise in this matter.

Based on our current understanding of the DNRC technical reports, the problem of insufficient legal availability occurs only in the month of March and is a small deficit. Thus, we would propose an uncomplicated analytical evaluation to demonstrate legal availability to the DNRC and have estimated our fee accordingly. If this approach is not successful, however, more in-depth modeling requiring additional budget authorization could be necessary.

We will provide verbal findings and opinions to you following the initial phase of our work, or any time at your request. We will prepare a written letter report in our standard format, which would provide the methods, findings and preliminary conclusions of our work. Note that this proposed Scope of Services and cost estimate includes our initial response to the existing DNRC reports. Additional water rights technical work may be needed at later stages of the process. All of our work and communications will be treated as strictly privileged and confidential and will not be disclosed to any third party without your prior approval.

We have discussed that Michael Meredith, P.G., Hydrogeologist, of our firm will serve as lead project manager, supported by Thomas Osborne, P.H., Principal Hydrologist, and Lucas Osborne, P.E., Water Resources Engineer, as their experience and expertise may warrant. All three have had extensive prior experience working with the Town and its engineers on the water supply and wastewater treatment components of the Town's utility infrastructure. The work of our specialists is supported by an experienced staff of geologists, environmental scientists and administrative personnel.

### **Fees**

HydroSolutions proposes to contract with you on an hourly and unit cost basis for the services proposed, not to exceed a total of \$7,900 without additional authorization. Note that this estimate is based on our assumptions described above. The 2018 hourly billing rate for Mr. Meredith as Hydrogeologist is \$116.75. The hourly rates of our staff scientists and engineers who may be assisting are in the range of \$95.00 to \$163.75. Rates for our services and other direct costs will be invoiced in accordance with our prevailing Schedule of Charges. Our annual Fee Schedule update occurs on April 1 of each year and updated rates will apply from that month forward.

You will be provided with monthly itemized invoices for our work on this project. Terms for payment are net 30 days, with interest added to unpaid balances at one percent (1%) per month in accordance with the attached General Conditions. All subcontractor costs and vendor invoices are marked up by ten percent (10%). Markups may be avoided if you or your client contract for and directly pay for those services. At this time, no subcontractor work is anticipated.

### **Schedule**

HydroSolutions has begun work on this project in accordance with your verbal authorization. Completion and submission of work products will only occur following receipt of your signature on the attached Authorization Sheet. We anticipate that our initial written work product will be completed by or before the second week of February 2019.

We look forward to the opportunity to work with you and for the Town. If you have any questions, please contact me at 406-655-9555 (extension 3).

Respectfully submitted,  
**HydroSolutions Inc**



Michael Meredith, P.G.  
Hydrogeologist

c. Luke Osborne, President

Attachments:           Signature Sheet, *General Conditions*  
Resume of Michael Meredith, P.G.

**Confirmation of Authorization (COA): Water Rights and Hydrology Services,  
Town of West Yellowstone, Montana.**

We appreciate the opportunity to present this proposed contract to you. If it is acceptable to you, please print and sign two originals. One original can be retained for your records, and one can be signed and returned to us as written confirmation of your authorization.

.....

**Authorization to Proceed:**

Please proceed according to the described scope of services and attached *General Conditions*:

Client's Name (printed)

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Authorizer's Company Name

\_\_\_\_\_

Date

\_\_\_\_\_

# General Conditions



## HydroSolutions Inc General Conditions

Our agreement with you consists of these General Conditions and the accompanying written proposal or confirmation of authorization, and any attachments noted.

### Section 1: Our Responsibilities

1.1 We will provide the professional services described in our written agreement with you, unless otherwise specified. We may provide you with a written report containing our professional evaluation and opinions, and if specified, our recommendations. In performing our services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality.

1.2 Before entering into this Agreement, we will make a good faith effort to determine if any conflicts of interest (COIs) exist. However, if it is later determined that there is a COI, the contract can be terminated by either party (per Section 8.3), without penalty.

1.3 Our work will be conducted using appropriate procedures and protocols. We will comply with all existing applicable laws and regulations relating to our scope of services. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from all claims, damages, and expenses arising out of your direction.

1.4 There is an inherent risk that samples or observations may not be representative of things not sampled or seen and, further, that conditions may change over time. We will reference our field observations and sampling to available reference points. We will not survey, set, or check the accuracy of those points unless we accept that duty in writing.

1.5 Our duties do not include supervising your contractors or commenting on, overseeing, or providing the means and methods of their work, unless we accept those duties in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings, and the providing of our services will not relieve others of their responsibilities to you or to others.

1.6 We cannot be held responsible for errors and omissions or the outcome of any services associated with work you have asked us to oversee but is out of our control.

1.7 We will be responsible only for our own health and safety on the job site.

1.8 We agree to treat as confidential and maintain in confidence all information relating to your business. Disclosure of information to others will be limited to that which is required or incidental to performance of our work for you, or as required by law.

### Section 2: Your Responsibilities

2.1 You will provide access to the site or other private property required for us to complete our work. We will use reasonable care to minimize damage to the site. In the course of our work some site damage is normal even when due care is exercised. We have not included the cost of restoration of normal damage in the estimated charges. At your option and expense, we will correct normal damage. We agree to be responsible for damage that is caused by our negligence.

2.2 You will provide us with information in your possession or control relating to subsurface conditions and contamination at the site.

2.3 You agree to provide us, in a timely manner, with the information that you have regarding buried objects located at the site. Prior to beginning our fieldwork, you agree to provide us with all your plans, changes in plans, and new information that refer to site conditions. You agree to hold us harmless from all claims, damages, losses, and related expenses involving buried objects of which you had knowledge but did not call to our attention or correctly show on the plans furnished to us.

2.4 You will notify us of any knowledge or suspicion of the presence of hazardous materials in samples provided to us. You will provide us with information in your possession or control relating to contamination at the site. If we observe or suspect the presence of contaminants not anticipated in our agreement, we may terminate our work without liability to you or others, and we will be paid for the services we have provided.

2.5 Neither this agreement nor the providing of services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. You agree to hold us harmless and indemnify us from any such claim or loss.

2.6 Drilling, well installation, and remediation services may involve risk of cross-contamination of previously uncontaminated air, soil, and water. If you are requesting that we provide services that include this risk, you agree to hold us harmless and indemnify us from cross contamination claims and damages, unless the loss is caused by our negligence.

2.7 You agree to make disclosures required by law. In the event you do not own the site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. You agree to hold us harmless and indemnify us from all claims related to disclosures made by us that are required by law and from all claims related to the informing or failure to inform the site owner of the discovery of contaminants.

### Section 3: Reports and Records

3.1 We will furnish our report to you in writing unless otherwise mutually agreed. We will retain pertinent records for five years and financial data for three years relating to the services performed.

3.2 All samples remaining after tests are conducted, and field and laboratory equipment that cannot be adequately cleansed of contaminants are your property. They will be discarded or returned to you, at our discretion, unless within 15 days of the report date you give written direction to store or transfer the materials, at your expense.

3.3 Our reports, notes, calculations, and other documents are instruments of our service to you. Our reports are for your use only for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval, which will not be unreasonably withheld. At your request, we will provide endorsements of our reports or letters of reliance, but only if the recipients agree to be bound by the terms of our agreement and only if we are paid a reasonable administrative fee.

3.4 If you do not pay for our services as agreed, we may retain all reports and work not yet delivered to you and all reports and other work in your possession must be returned to us. You may not use reports and other work for any purpose whatsoever until they are paid for in full.

#### Section 4: Compensation

4.1 You will pay for services as agreed upon or according to our current Schedule of Charges. An estimated cost is not a firm figure (firm fixed price) unless stated as such.

4.2 We will submit invoices to you periodically for portions of work accomplished, and upon completion of the scope of services for the final balance. Invoices will show charges for different personnel and expense classifications. A more detailed separation of charges and backup data will be provided at your expense.

4.3 You will notify us of billing disputes within 15 days of invoice receipt or you are responsible for full invoiced amount. Invoices are due upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.0% per month, but not to exceed the maximum rate allowed by law.

4.4 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of all terms of our agreement and we extend credit.

4.5 You agree to compensate us for our reasonable fees and expenses if we are required to respond to legal process arising out of a proceeding as to which we are not a party.

4.6 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work change, or if the standards or methods change, we will give you timely notice and we will receive an equitable adjustment of our compensation.

#### Section 5: Disputes, Damage and Risk Allocation

5.1 Disputes will be submitted to Alternative Dispute Resolution (ADR) as a condition precedent to litigation. Each of us will exercise good faith efforts to resolve disputes through a mutually acceptable ADR procedure. Collections will not be submitted to ADR. The law of the state in which our servicing office is located will govern all disputes.

5.2 We will not be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

5.3 We will not be liable for damages unless suit is commenced within two years of the date of injury or loss or within two years of the date of the completion of our services, whichever is earlier. We will not be liable unless you have notified us of the discovery of the claimed breach of contract, negligent act, or omission within 10 days of the date of discovery and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages.

5.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability will not exceed the fee paid for our services or \$100,000, whichever is greater, and you agree to indemnify us from all liability to others in excess of that amount. If you are unwilling to accept this allocation of risk, you must notify us prior to beginning work.

5.5 If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our agreement and, at our option, terminate all of our duties without liability to you or to others.

5.6 If we are involved in legal action to collect our compensation, you agree to pay our collection expenses, including reasonable attorney fees. If you make a claim against us that is resolved in our favor, you will reimburse our

costs of defense, including but not limited to reasonable attorney and expert witness fees.

#### Section 6: Insurance

6.1 We represent and warrant that we and our agents, staff and consultants employed by us are protected by Workman's Compensation insurance or have appropriate exemptions, and that we have such coverage under public liability and property damage insurance policies that we deem to be adequate. Certificates for all such policies of insurance shall be provided to you upon request in writing. Within the limits and conditions of such insurance, we agree to indemnify and save you harmless from and against any loss, damage or liability arising from any negligent acts by us, our agents, staff and consultants employed by us. We shall not be responsible for any loss damage or liability arising from any acts by you, your agents, staff and any other consultants employed by you.

6.2 No insurance of whatever kind or type which may be carried by us is to be considered as in any way limiting the responsibility of others for damages resulting from their operations or for furnishing work and materials on any of your facilities.

#### Section 7: General Indemnification

7.1 We will indemnify and hold you harmless from and against demands, damages, and expenses caused by our negligent acts and omissions, and breach of contract and those acts, omissions, and breaches of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses caused by your negligent acts and omissions, and breach of contract and those acts, omissions, and breaches of persons for whom you are legally responsible.

7.2 To the extent that may be necessary to indemnify either of us under Section 6.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

#### Section 8: Miscellaneous Provisions

8.1 This agreement is our entire agreement, and it supersedes all prior agreements. It may be modified only in writing making specific reference to the provision modified.

8.2 Neither of us will assign this agreement without the written approval of the other, but we may subcontract work, as we deem necessary.

8.3 This agreement may be terminated by written notice from either party to the other. We will receive equitable compensation for all work performed, and will provide you with any partial or uncompleted work materials.

8.4 If we provide services in support of your engineering designs and are not retained to provide continuing services during implementation, you agree to hold us harmless from all claims, losses, and expenses arising out of any interpretations, clarifications, substitutions, or modifications of our work provided by you or others.

End

Version: 20180614

# Resumes

### Professional Profile



Mr. Meredith is a hydrogeologist with over a decade of professional experience, focusing mainly on hydrogeology, hydrology, water rights, and environmental investigations. He has worked on hydrologic investigations of water-damaged properties, water quality and quantity investigations, technical analysis in support of energy and mine permitting, state and federal environmental impact statements, and on the investigation and cleanup of many contaminated sites. He has contributed supporting analysis for legal matters and court cases, including those associated with water rights, irrigation trespass, and property damage. Mr.

Meredith has also provided expert services for clients adjudicating claims in the Montana Water Court and has guided numerous DNRC beneficial use and change applications through the DNRC permitting process. Prior to his work at HydroSolutions, Mr. Meredith has worked as a hydrogeologist, an academic researcher in the isotope geochemistry field, and as a geologist in the hard-rock mining industry.

### Academic Credentials

M.S.	Geology, University of Wyoming	2005
B.A.	Geology, Colgate University- <i>Magna Cum Laude</i>	2003

### Professional Affiliations, Appointments, and Service

National Ground Water Association  
Montana Geological Society  
Rocky Mountain College - Yellowstone River Research Center Steering Committee (2016 to present)  
Invited Speaker: *Water Laws and Regulations* continuing education seminar (Missoula, May 2016)  
Billings Clinic Science Expo: Science Fair Judge (2012, 2017)

### Certifications and Continuing Education

Licensed Professional Geologist - Wyoming P.G. No. 3823	2012
Numerical Groundwater Modeling - <i>The New MODFLOW Course</i> (National Groundwater Association)	2016
Aquifer Testing for Improved Hydrogeologic Site Characterization	2013
EPA's Unified Guidance: Statistical Analysis of Groundwater Data	2010
40 hour Hazardous Waste Operations Training Certificate (Updated 2017)	2008
MSHA 24 Hour Surface Miner Training	2013
MSHA 40 Hour Training (Updated 2012)	2007

## Selected Current and Previous Projects

### EXPERT AND EXPERT SUPPORT

- ❖ *Felt, Martin, Frazier & Weldon, P.C., Billings, Montana* - Retained as expert in Montana Water Court Case 430-248 on behalf of the Sunlight Ranch Company who owns hundreds of water rights in Bighorn County, Montana. Performed extensive reviews of claim files, objections, irrigation infrastructure, and irrigated areas. Conducted site visits. Evaluated historic aerial photographs, performed GIS mapping, and made acreage determinations of historically irrigated lands.
- ❖ *Crowley Fleck, PLLP, Billings, Montana* - Retained as co-expert by claimant in Montana Water Court Case 42A-49, involving objection to claimant's irrigation rights by Northern Cheyenne Tribe. Co-authored expert report that included discussion of hydrology, water availability, and evaluation of historic use using aerial photographs and other sources. Conducted site visit and observed site visit of opposing expert.
- ❖ *Crist, Krogh & Nord, PLLC, Billings, Montana* - Provided support to expert hydrologist retained by attorneys representing the City of Billings and Billings Logan International Airport in six civil suits over alleged flooding of residential property arising on City property. Conducted site inspections of properties and provided technical support to expert hydrologist.
- ❖ *Patten, Peterman, Bekkedahl & Green, P.L.L.C., Billings, Montana* - Under direction of expert hydrologist conducted analysis of crop consumptive use and conveyance loss in support of expert testimony. Provided technical review of expert report. Water Court Case 40J-554.
- ❖ *Patten, Peterman, Bekkedahl and Green PLLC, Billings, Montana* - Under direction of expert hydrologist conducted analytical modeling of regional aquifer system and produced maps to illustrate extent of potential adverse effects and surface water depletions. Provided technical review of expert hydrologist's report submitted to Water Court in Case No. WC-2012-06 on behalf of objectors to Crow Compact.
- ❖ *Moulton Bellingham, P.C., Billings, Montana* - Conducted site inspections, hydrogeologic analysis, research, and technical review of expert report under direction of expert hydrologist in support of a defendant in case of damages to a residence alleged to have been caused by a water supply pipe break.
- ❖ *Nelson Law Firm, P.C., Billings, Montana* - Under direction of expert hydrologist conducted analytical modeling, hydrogeologic evaluation and technical review of expert hydrologist's report for defendant in case of alleged damages caused by leaking municipal water tank.

### PROPERTY DAMAGE HYDROLOGY

- ❖ *Christensen Fulton & Filz, PLLC, Billings, Montana* - Provided hydrologic evaluation and analyzed potential mitigation measures for a property owner suffering damages from high groundwater associated with operation of a nearby irrigation ditch. Inspected infrastructure and measured elevations during a site visit, conducted analysis of flow in the ditch, and presented findings including potential mitigation measures in a memorandum to counsel.
- ❖ *Central Montana Museum, Lewistown, Montana* - Conducted preliminary hydrologic investigation into potential causes of water in building basement. Work involved evaluation of local groundwater and surface water hydrology, site assessment/data collection, and reporting. Report contained hydrologic cross sections developed with site data, evaluation of potential causes of basement moisture, and preliminary recommendations for mitigation approaches and further investigation.

- ❖ *Commercial Property Developer, Billings, Montana* - Conducted investigation into potential hydrogeologic causes of moisture seepage through concrete slab in recently constructed office building. Investigation included evaluation of site hydrogeology, review of historic aerial imagery, site elevation measurements, and installation of piezometers to evaluate groundwater conditions near structure.
- ❖ *High Plains Architects, P.C., Billings, Montana* - Conducted preliminary hydrologic investigation for architecture firm into causes of wet basement at local museum in eastern Montana. Evaluated site surface water and groundwater hydrology through research and site visit. Prepared report identifying potential contributing factors and presented preliminary recommendations.
- ❖ *Private Client, Billings, Montana* - Performed analytical modeling study for client concerned about effects of subdivision stormwater management practices on local groundwater table. Developed conceptual hydrogeologic model for site that incorporated understanding of subdivision's stormwater management facilities and site-specific data. Conducted analytical modeling to estimate potential effects of stormwater management on groundwater levels and prepared report for client.
- ❖ *Private Client, Billings, Montana* - Assisted Principal Hydrologist with investigation into water inundation at residential property. Investigation involved evaluation of stormwater management practices and stormwater management facilities of subdivision. Provided technical input and review of Principal Hydrologist's report.
- ❖ *Private Client, Billings, Montana* - Conducted investigation including installation of piezometers, groundwater level monitoring, and geochemical sampling to aid homeowner in identifying the cause of acute groundwater inundation in residential basement. Evaluated and made recommendations for potential mitigation measures.
- ❖ *Patten, Peterman, Bekkedahl and Green PLLC, Billings, Montana* - Conducted investigation into causes of household crawlspace flooding related to stormwater runoff. Provided report to homeowner and attorney.
- ❖ *Michael E. Zimmerman, Attorney at Law, Billings, Montana* - Conducted investigation into potential contamination of stock water source. Conducted water sampling, evaluated potential sources of contamination and provided recommendations on potential target aquifers for well recompletion.
- ❖ *Fort Peck Assiniboine and Sioux Tribes, Roosevelt Co., Montana* - Conducted two phases of field investigation into the cause of water inundation in basements in Brockton, Montana. Developed lines of evidence for and against potential causes. Produced reports detailing investigations, suspected causes and potential mitigation measures for Tribal agencies. Presented summary of investigation status to Tribal Council.

#### **WATER RIGHTS/WATER SUPPLY**

- ❖ *Vermilion Ranch South Pryor Development Center, Yellowstone Co., Montana* - Prepared groundwater right permit application for deep Madison aquifer water well to supply large feedlot operation. Project included extensive early-stage research and consultation with DNRC to evaluate potential complexities associated water development project adjacent to Crow Indian Reservation. Designed and executed complex aquifer testing program on deep flowing well and provided consultation and troubleshooting of well performance issues. The requested groundwater appropriation was granted to the applicant by DNRC.
- ❖ *Galata County Water District, Toole Co., Montana* - Prepared change application for rural water district that included evaluation of historic water use and research into current and historic water system operation and equipment. Utilized records to ensure that client was able to change the full amount of water they were entitled to under DNRC rules. Change application was authorized by DNRC.

- ❖ *IAP Worldwide Services, Inc., Richland Co., Montana* - Prepared new groundwater right permit application for a multi-well public water supply system. Included development of aquifer testing plan in accordance with DNRC requirements for multiple-well system and conducted all testing and data reduction. Water right granted by DNRC.
- ❖ *Private Client, Roosevelt Co., Montana* - Conducted analytical stream depletion modeling, including sensitivity analysis, using the methods of Hunt (2003) to project timing and magnitude of stream depletion. Analysis was performed as part of response to DNRC contention that a groundwater appropriation would lead to immediate and excessive stream depletion.
- ❖ *Interstate Engineering, Inc., Williston, North Dakota* - Assisted engineering firm with public water supply (PWS) development for a local government. Work included analytical modeling of wellfield interference and estimation of long-term sustainable yield. Also provided oversight of well installation, analysis of pumping test data and technical reporting in support of a PWS application.
- ❖ *Educational Institution, Rosebud Co., Montana* - Assisted with design and execution of aquifer tests for public water supply system and Department of Natural Resources and Conservation water right applications.
- ❖ *Healthcare Client, Carbon Co., Montana* - Assisted with design and execution of aquifer tests for a groundwater right in support of a ground-source heat pump system. Provided assistance with private hospital and educational client.

#### MODELING

- ❖ *Fort Belknap Indian Community, Harlem, Montana* - Prepared numerical groundwater model of former Landusky Mine site in Phillips County using MODFLOW and wrote accompanying report. Modeling objective was to evaluate operational parameters and forecast efficacy of a proposed groundwater capture system to reduce discharge of metals laden groundwater to surface water of Swift Gulch. Prepared site conceptual hydrogeologic model that incorporated large quantities of existing site data as basis for numerical model. Made presentation to Tribal Council and coordinated with Tribal representatives.
- ❖ *Swank Enterprises, Kalispell, Montana* - Prepared dewatering plan and analytical model for complex multi-phase sewage treatment plant construction project involving deep excavation in close proximity to contaminated Superfund sites in Butte, Montana. Dewatering plan and model underwent extensive review by multiple stakeholders including State agencies and incorporation of stakeholder input into final version.
- ❖ *CMG Construction, Inc., Billings, Montana* - Developed construction dewatering plan including analytical modeling to predict efficacy of dewatering techniques and potential for off-site effects from construction site dewatering.
- ❖ *In-Situ Recovery Mining Client, Wyoming* - Prepared intricate analytical model to simulate groundwater drawdown resulting from pumping hundreds of wells spread over tens of square miles. Analytical model accounted for different pumping rates between wellfields, and variable pumping schedules among wellfields. Results of analytical model calculations were visually presented as a time-series of drawdown contour maps integrated with the client's existing GIS data.

#### MINE LAND RECLAMATION AND INVESTIGATIONS

- ❖ *U.S.D.A. Forest Service and other Federal Agencies* - Abandoned mine reclamation experience in Montana's New World District, including surface water and groundwater quality and quantity monitoring, oversight of point-source control activities and technical reporting.
- ❖ Assisted with field hydrogeologic assessment of abandoned underground mine workings near Pony, Montana, for purposes of evaluating potential point-source mitigation measures.

- ❖ *Coal Mining Client, Decker, Montana* - On team that completed extensive hydrogeologic and geochemical evaluation of sources, transport and fate of arsenic in groundwater at and around active coal mine to supplement client's Probable Hydrologic Consequences report.

#### **ENERGY INDUSTRY—PERMITTING SUPPORT**

- ❖ *Confidential Client, Wyoming* - Conducted baseline studies, including detailed analysis of physical hydrogeology and geochemistry of deep bedrock aquifers in support of an in-situ coal gasification project. Work has included application of analytical models of groundwater flow, contaminant fate and transport analyses, as well as geochemical characterization and statistical analyses.

#### **ENVIRONMENTAL INVESTIGATIONS AND MONITORING**

- ❖ *City of Billings, Montana* - Experience conducting statistical analysis of groundwater analytical data for DEQ-regulated landfill site, oversight of periodic groundwater monitoring, and reporting.
- ❖ *Confidential Client, Wyoming* - Analyze groundwater monitoring data and prepare annual industrial landfill monitoring reports for three sites operated by an oil and gas producer. Reports focus on evaluation of trends in groundwater quality and flow direction to maintain regulatory compliance.
- ❖ *Montana Department of Environmental Quality Leaking Underground Storage Tank Program* - sites in Billings, Havre, Sidney, Jordan, Roundup, and other locations in Montana. Participated in design and execution of sampling and analysis programs for soil, groundwater and indoor air quality at petroleum contaminated sites, installation of monitoring wells as well as supervision of site remediation activities and ongoing groundwater monitoring.
- ❖ *Confidential Client, Montana* - Conducted soil sampling, statistical analysis of metals concentrations and reporting for RCRA-regulated landfarm site.
- ❖ *Confidential Client, Billings, Montana* - Participated in all aspects of ongoing groundwater monitoring, reporting, and various soil and groundwater field investigations at a large, RCRA-regulated petrochemical facility.

## GOVERNMENTAL AFFAIRS CONTRACT

This Governmental Affairs Contract, hereinafter "Contract," is entered into by and between Big Sky Resort Area District ("Big Sky") and Town of West Yellowstone ("West") collectively referred to as "Client," and Taylor Luther Group, PLLC hereinafter "TLG."

1. **Conditions.** TLG will have no obligation to provide governmental affairs services until Client returns a signed copy of this Contract.

2. **Scope and Duties.** Client hires TLG to provide services in connection with governmental affairs representation and legislation to authorize an additional 1% increase in the resort tax, subject to certain restrictions and affirmative vote by qualified voters. TLG shall provide services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with TLG, cooperate with TLG, keep TLG informed of developments, abide by this Contract, pay TLG's bills on time and keep TLG advised of Client's address, telephone number and whereabouts.

3. **Fees.** Client agrees to pay TLG a fee of Fifty Thousand Dollars and NO/100ths (\$50,000.00) payable as follows:

- Five Thousand Dollars and NO/100ths (\$5,000) for drafting legislation due upon execution of this Contract by all parties.
- Twelve Thousand, Five Hundred Dollars and NO/100ths (\$12,500) due January 15, 2019 for legislative activities assuming Client desires to introduce legislation.
- Twelve Thousand, Five Hundred Dollars and NO/100ths (\$12,500) due February 15, 2019.
- Twenty Thousand Dollars and NO/100ths (\$20,000) due upon the bill being enacted into law.

Big Sky and West each commit Twenty-Five Thousand Dollars (\$25,000) for fees associated with this Contract, plus costs and expenses pursuant to Section 4 on a pro rata basis. In the event any other resort area or community desires to contribute to this legislative effort, Big Sky and West's obligations under this Contract will be reduced on a pro rata basis.

In addition, if a representation need of Client arises which is not contemplated by this Contract, Client and TLG can mutually agree as to how best to handle that particular matter.

4. **Costs and Expenses.** In addition to the payment of fees in Section 3, above, Client shall reimburse TLG for all reasonable expenses, including sponsorships, entertainment and travel expenses, incurred in carrying out the duties under this Contract. However, TLG must obtain written pre-approval from Big Sky and West for any expense over \$250.

5. **Statements.** TLG shall send Client monthly statements for fees and costs incurred. Client shall pay TLG's statements within 30 days after each statement's date. A finance charge of 1% per month will be assessed on all balances outstanding 60 days after the statement mailing

date. Client may request a statement at intervals of no less than 30 days. Upon Client's request, TLG will provide a statement within 10 days.

6. **Termination.** Both Big Sky and/or West and TLG have the right to terminate the Contract at any time upon 15 days prior written notice. Upon termination of this Contract, both Client and TLG shall be relieved of all rights and obligations hereunder, and all fees and charges incurred up to the time of termination shall be paid promptly.

7. **Potential Conflicts.** Client recognizes that TLG provides governmental affairs representation to a wide variety of clients. Neither Client nor TLG know of or expect any conflicts concerning other clients' interests. However, should a conflict arise, Client and TLG will use best efforts to resolve any such conflict. If resolution is not possible, either party may terminate this Contract.

8. **Conclusion of Services.** When TLG's services conclude, all unpaid charges shall become immediately due and payable. After TLG's services conclude, TLG will, upon Client's request, deliver Client's file to Client, along with any Client funds or property in TLG's possession.

9. **Disclaimer of Guarantee.** Nothing in this Contract and nothing in TLG's statements to Client will be construed as a promise or guarantee about the outcome of Client's matter(s). TLG makes no such promises or guarantees. TLG's comments about the outcome of Client's matter are expressions of opinion only.

10. **Effective Date.** This Contract will take effect when Client has performed the conditions stated in paragraph 1, but its effective date will be retroactive to the date TLG first provided services. Even if this Contract does not take effect, Client will be obligated to pay TLG the reasonable value of any services TLG may have performed for Client.

TAYLOR LUTHER GROUP, PLLC  
1 South Montana Ave., Ste. #M-2  
Helena, MT 59601

By \_\_\_\_\_  
Mark R. Taylor

Date \_\_\_\_\_

BIG SKY RESORT AREA DISTRICT  
11 Lone Peak Drive, Suite 204/PO Box 160661  
Big Sky, MT 59716

By \_\_\_\_\_

Date \_\_\_\_\_

TOWN of WEST YELLOWSTONE  
440 Yellowstone Ave  
P.O. Box 1570  
West Yellowstone, MT 59758

By \_\_\_\_\_

Date \_\_\_\_\_