

Town of West Yellowstone

Tuesday, March 19, 2019

West Yellowstone Town Hall, 440 Yellowstone Avenue

TOWN COUNCIL MEETING

7:00 PM

Pledge of Allegiance

Purchase Orders

Treasurer's Report & Securities Report

Claims ∞

Consent Agenda: **Minutes of March 5, 2019 Town Council Meeting** ∞

Business License Applications ∞

Advisory Board Report(s)

Town Manager & Department Head Reports

Comment Period

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

UNFINISHED BUSINESS

Delaware North/Hideaway RV Park Variance, 320 Electric Street
(Tabled 3/5/19)

Discussion/Action ∞

NEW BUSINESS

Application to Maintain an Encroachment, Hamilton Construction Company

Discussion/Action ∞

Marketing and Promotions Fund Award Recommendation, Music in the Park 2019

Discussion/Action ∞

Short-Term Wastewater Treatment Plant Upgrades Project

Discussion/Action ∞

- Algae Control Equipment
- Sludge Profiles A, B, C
- Membrane Replacement
- Bid Documents for Evaporators, Complete Mix Zone

Engineering Contracts

Discussion/Action ∞

- Base Engineering Contract, Forsgren Associates, Inc.
- Wastewater Facility & Wastewater Collection System Facility Plan Studies
- Water Modeling

Correspondence/FYI/Meeting Reminders

- Pioneer Park Pavilion reservation form



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. 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.

Glacier Bancorp, Inc.
49 Commons Loop
Kalispell, MT 59901
(406) 756-4200

REPURCHASE AGREEMENT CONFIRMATION

March 11, 2019

TOWN OF WEST YELLOWSTONE
PO BOX 1570
WEST YELLOWSTONE MT 59758

As principal, we confirm the following balance under your master repurchase agreement on file. This confirmation supersedes all prior dated confirmations. If this confirmation is not in accordance with your records, please contact your account officer immediately.

Customer Number	Trade Number	Settlement Date	Principal Balance	Maturity Date	Current Rate
xxxxxxxxxxx2900	684	03/11/2019	592,834.49	03/12/2019	1.6400%

The following security is sold under agreement to repurchase:

Security Description	CUSIP Number	Coupon Rate	Maturity Date	Par Value	Market Value	% Of Security
FNMA PL#MA2364	31418BTW6	2.500%	08/01/2025	1,392,000	611,044.06	2.363%

Funds held pursuant to the repurchase agreement are not deposits and are not insured by the FDIC

*Treasurer's Report
February 2019*

03/06/19
11:18:10

TOWN OF WEST YELLOWSTONE
Cash Report
For the Accounting Period: 2/19

Page: 1 of 4
Report ID: L150

DAN

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
1000 General Fund						
101000 CASH	102,753.36	356,795.69	1,479.67	0.00	454,977.42	6,051.30
101100 Investments - CD's	725,967.57	884.45	0.00	0.00	0.00	726,852.02
101300 Investments - Money Market Accou	14,439.60	2.77	0.00	0.00	0.00	14,442.37
101500 Investment-STIP	1,336,568.46	4,154.00	0.00	204,000.00	0.00	1,136,722.46
103000 Petty Cash	50.00	0.00	0.00	0.00	0.00	50.00
103100 Town Office	50.00	0.00	0.00	0.00	0.00	50.00
103200 Petty Cash/WY Police Dept	50.00	0.00	0.00	0.00	0.00	50.00
103400 Petty Cash-Recreation	150.00	0.00	0.00	0.00	0.00	150.00
Total Fund	2,180,028.99	361,836.91	1,479.67	204,000.00	454,977.42	1,884,368.15
2100 Local Option Taxation-Resort Tax						
101000 CASH	38,789.14	410,528.02	0.00	197,316.43	160,820.76	91,179.97
101300 Investments - Money Market Accou	16,111.58	3.09	0.00	0.00	0.00	16,114.67
101500 Investment-STIP	843,171.32	75,000.00	0.00	357,014.00	0.00	561,157.32
102215 STIP Investment-Rev Bond current	136,061.85	17,273.30	0.00	153,036.00	0.00	299.15
102225 STIP Reserve Acct Town Hall 10%	141,553.84	3,577.76	0.00	0.00	0.00	145,131.60
Total Fund	1,175,687.73	506,382.17		707,366.43	160,820.76	813,882.71
2101 Marketing & Promotions (MAP)						
101000 CASH	18,615.64	4,663.76	0.00	0.00	1,338.00	21,941.40
101300 Investments - Money Market Accou	13,952.00	2.68	0.00	0.00	0.00	13,954.68
101500 Investment-STIP	158,130.68	301.35	0.00	0.00	0.00	158,432.03
Total Fund	190,698.32	4,967.79			1,338.00	194,328.11
2102 TBID (Tourism Business Improvement District)						
101000 CASH	5,051.55	12,094.81	0.00	923.22	5,369.31	10,853.83
2111 Off Street Parking						
101000 CASH	15,956.77	10.01	0.00	0.00	0.00	15,966.78
101500 Investment-STIP	112,251.47	213.92	0.00	0.00	0.00	112,465.39
Total Fund	128,208.24	223.93				128,432.17
2210 Parks & Recreation						
101000 CASH	850.00	0.00	0.00	0.00	0.00	850.00
2211 Parks/Rec Donations - Teen Center						
101000 CASH	1,574.23	0.99	0.00	0.00	0.00	1,575.22
2212 Parks - Volleyball Court						
101000 CASH	5,103.28	3.20	0.00	0.00	0.00	5,106.48
2213 Community Garden						
101000 CASH	483.61	0.30	0.00	0.00	0.00	483.91
2214 Rec. Program Scholarships						
101000 CASH	2,632.85	0.00	0.00	0.00	0.00	2,632.85
2220 Library						
101000 CASH	26,069.21	1,891.96	0.00	0.00	16,523.62	11,437.55
102130 Donations for Extension Svcs Lib	668.24	0.42	0.00	0.00	0.00	668.66
Total Fund	26,737.45	1,892.38			16,523.62	12,106.21
2240 Cemetery						
101000 CASH	4,265.72	1.99	0.00	1,000.00	100.00	3,167.71
101500 Investment-STIP	9,392.50	1,017.90	0.00	0.00	0.00	10,410.40
Total Fund	13,658.22	1,019.89		1,000.00	100.00	13,578.11

03/06/19
11:18:10

TOWN OF WEST YELLOWSTONE
Cash Report
For the Accounting Period: 2/19

Page: 2 of 4
Report ID: L160

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
2390 Drug Forfeiture						
101000 CASH	694.36	0.00	0.00	0.00	694.00	0.36
2392 CDBG-Local Source						
101000 CASH	10,117.47	6.35	0.00	0.00	0.00	10,123.82
101300 Investments - Money Market Accou	40,239.23	7.72	0.00	0.00	0.00	40,246.95
101500 Investment-STIP	40,087.56	76.40	0.00	0.00	0.00	40,163.96
Total Fund	90,444.26	90.47				90,534.73
2701 Cemetery Perpetual Care (7050)						
101000 CASH	5,206.68	3.24	0.00	0.00	50.00	5,159.92
101500 Investment-STIP	37,425.74	71.32	0.00	0.00	0.00	37,497.06
Total Fund	42,632.42	74.56			50.00	42,656.98
2820 Gas Tax Apportionment						
101000 CASH	616.42	2,459.60	0.00	0.00	0.00	3,076.02
101300 Investments - Money Market Accou	10,113.09	1.94	0.00	0.00	0.00	10,115.03
101500 Investment-STIP	129.89	0.25	0.00	0.00	0.00	130.14
Total Fund	10,859.40	2,461.79				13,321.19
2821 Gas Tax BARSAA Funds						
101000 CASH	-22,427.48	0.00	0.00	0.00	0.00	-22,427.48
2850 911 Emergency						
101000 CASH	3,121.12	58,605.82	0.00	0.00	37,201.01	24,525.93
101300 Investments - Money Market Accou	174.37	0.03	0.00	0.00	0.00	174.40
101500 Investment-STIP	35.11	0.07	0.00	0.00	0.00	35.18
Total Fund	3,330.60	58,605.92			37,201.01	24,735.51
2917 Crime Victims Assistance						
101000 CASH	6,454.93	0.00	0.00	0.00	0.00	6,454.93
3050 GO Bond						
101000 CASH	98,855.49	7,822.24	0.00	29,000.00	55,629.55	22,048.18
101300 Investments - Money Market Accou	25,272.60	4.85	0.00	0.00	0.00	25,277.45
101500 Investment-STIP	123,685.27	29,235.71	0.00	0.00	0.00	152,920.98
Total Fund	247,813.36	37,062.80		29,000.00	55,629.55	200,246.61
4000 Capital Projects/Equipment						
101000 CASH	219.05	56,002.00	0.00	0.00	53,031.76	3,189.29
101300 Investments - Money Market Accou	10,014.33	0.00	0.00	0.00	0.00	10,014.33
101500 Investment-STIP	196,653.86	290,374.77	0.00	56,000.00	0.00	431,028.63
Total Fund	206,887.24	346,376.77		56,000.00	53,031.76	444,232.25
4060 Public Works Equipment Replacement						
101000 CASH	362.83	0.00	0.00	0.00	0.00	362.83
101300 Investments - Money Market Accou	21.04	0.00	0.00	0.00	0.00	21.04
101500 Investment-STIP	248.01	0.47	0.00	0.00	0.00	248.48
Total Fund	631.88	0.47				632.35
4070 Parkway Construction/Mtn						
101300 Investments - Money Market Accou	0.34	0.00	0.00	0.00	0.00	0.34
101500 Investment-STIP	7,092.31	13.52	0.00	0.00	0.00	7,105.83
Total Fund	7,092.65	13.52				7,106.17
4075 Street Construction /Maintenance						
101000 CASH	30,536.88	19.16	0.00	0.00	0.00	30,556.04

TOWN OF WEST YELLOWSTONE
Cash Report
For the Accounting Period: 2/19

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
101300 Investments - Money Market Accou	20,027.23	3.84	0.00	0.00	0.00	20,031.07
101500 Investment-STIP	925,882.95	1,764.49	0.00	0.00	0.00	927,647.44
Total Fund	976,447.06	1,787.49				978,234.55
5210 Water Operating Fund						
101000 CASH	143,900.19	25,224.19	0.00	119,486.23	9,822.40	39,815.75
101300 Investments - Money Market Accou	0.38	0.00	0.00	0.00	0.00	0.38
102245 Replacement & Depreciation Ent.	141,661.12	269.97	0.00	0.00	0.00	141,931.09
Total Fund	285,561.69	25,494.16		119,486.23	9,822.40	181,747.22
5220 Water Replacement Depreciation Fund						
101000 CASH	96.30	119,561.27	0.00	0.00	0.00	119,657.57
101300 Investments - Money Market Accou	271.53	0.05	0.00	0.00	0.00	271.58
101500 Investment-STIP	90,774.01	172.99	0.00	0.00	0.00	90,947.00
Total Fund	91,141.84	119,734.31				210,876.15
5310 Sewer Operating Fund						
101000 CASH	165,837.38	46,629.42	3,439.48	55,000.00	11,999.59	148,906.69
101300 Investments - Money Market Accou	23,188.91	4.45	0.00	0.00	0.00	23,193.36
101500 Investment-STIP	756,439.16	56,441.57	0.00	589,519.39	0.00	223,361.34
101510 Mad Add Construction-STIP	63,014.51	120.09	0.00	0.00	0.00	63,134.60
102245 Replacement & Depreciation Ent.	135,349.69	257.94	0.00	0.00	0.00	135,607.63
Total Fund	1,143,829.65	103,453.47	3,439.48	644,519.39	11,999.59	594,203.62
5320 Sewer Replacement Depreciation Fund						
101000 CASH	9,773.36	6.13	0.00	0.00	0.00	9,779.49
101300 Investments - Money Market Accou	31,424.49	6.03	0.00	0.00	0.00	31,430.52
101500 Investment-STIP	590,103.90	590,643.97	0.00	0.00	0.00	1,180,747.87
Total Fund	631,301.75	590,656.13				1,221,957.88
7010 Social Services/Help Fund						
101000 CASH	33,595.32	138.79	0.00	0.00	2,175.39	31,558.72
101300 Investments - Money Market Accou	10,244.70	3.88	0.00	0.00	0.00	10,248.58
101500 Investment-STIP	20,721.97	39.49	0.00	0.00	0.00	20,761.46
Total Fund	64,561.99	182.16			2,175.39	62,568.76
7195 Court Collections Trust Acct						
101000 CASH	8,296.49	0.00	0.00	0.00	0.00	8,296.49
7458 Court Surcharge HB176						
101000 CASH	225.00	145.00	0.00	0.00	225.00	145.00
7467 MT Law Enforcement Academy (MLEA)						
101000 CASH	260.00	170.00	0.00	0.00	260.00	170.00
7468 Public Defender Fee						
101000 CASH	27.00	31.00	0.00	0.00	27.00	31.00
7469 City Court - Judge Gibson						
101000 CASH	15,100.00	5,016.00	0.00	3,056.00	975.00	16,085.00
7699 Victims Assistance Program						
101000 CASH	294.00	123.00	0.00	0.00	294.00	123.00
7910 Payroll Fund						
101000 CASH	2,317.78	0.00	188,153.00	185,099.77	0.00	5,371.01
7930 Claims Fund						
101000 CASH	46,234.91	0.00	618,441.66	486,374.25	0.00	178,302.32
Totals	7,590,727.25	2,179,901.39	811,513.81	2,436,825.29	811,513.81	7,333,803.35

03/15/19
11:59:45

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 3/19

Page: 1 of 7
Report ID: AP100

* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
45418		1089 Gallatin County Treasurer		469.00					
	July 2015	03/29/19 Tech surcharge		145.00		COURT	7458 212200		101000
	July 2015	03/29/19 MLEA		170.00		COURT	7467 212200		101000
	July 2015	03/29/19 Public Defender		31.00		COURT	7468 212200		101000
	July 2015	03/29/19 Victims Assistance		123.00		COURT	7699 212200		101000
45419		2088 Town West Yellowstone		831.36					
	03/01/19	utility chrgs, Chamber, 895		42.01*		BLDGS	1000 411257	340	101000
	03/01/19	utility chrgs, UPDL, 892		69.64		BLDGS	1000 411252	340	101000
	03/01/19	utility chrgs, PS Shops, 884		32.11		BLDGS	1000 411253	340	101000
	03/01/19	utility chrgs. Povah Ctr, 887		64.45		BLDGS	1000 411255	340	101000
	03/01/19	utility chrgs, Police Dept, 886		41.39		BLDGS	1000 411258	340	101000
	03/01/19	utility chrgs, City Park, 885		416.40		BLDGS	1000 411253	340	101000
	03/01/19	utility chrgs, Library, 891		32.61		LIBBLD	1000 411259	340	101000
	03/01/19	utility chrgs, Lift #1, 903		13.90		SEWER	5310 430600	340	101000
	03/01/19	utility chrgs, Twn Hall, 921		118.85		TWNHAL	1000 411250	340	101000
45420		95 Energy West-Montana		3,286.78					
	03/28/19	nat gas 210361788 upd1		230.98		UPDH	1000 411252	344	101000
	03/28/19	nat gas 210360293 Police		26.05		POLBLD	1000 411258	344	101000
	03/28/19	nat gas 210361746 Pub Services		807.45		STREET	1000 430200	344	101000
	03/28/19	nat gas 210361811 old firehall		267.06		PARK	1000 460430	344	101000
	03/28/19	nat gas 210363966 old bld ins		138.36		STREET	1000 430200	344	101000
	03/28/19	nat gas 210360540 library		338.92		LIBBLD	1000 411259	344	101000
	03/28/19	nat gas 210364599 Povah		744.86		POVAH	1000 411255	344	101000
	03/28/19	nat gas 210361697 Iris Lift St		35.12		PUBSVC	1000 430200	344	101000
	03/28/19	nat gas 210365425 Twn Hall		667.39		TWNHAL	1000 411250	344	101000
	03/28/19	nat gas 210361655 Mad Add Sewe		30.59		SEWER	5310 430600	344	101000
45422		2853 Two Seasons Recycling		500.00					
	2015-904	03/29/19 monthly recycling		500.00		PARKS	1000 460430	534	101000
45423		3143 Century Link		1,535.42					
	03/19/19	DSL Pub Serv Office 646-7949		0.00		BLDINS	1000 430200	345	101000
	03/19/19	Police 646-7600		334.55		POLICE	1000 420160	345	101000
	03/19/19	E911 Viper 646-5170		98.84		E911	2850 420750	345	101000
	03/19/19	E911 255-9710		999.42		E911	2850 420750	345	101000
	03/19/19	E911 255-9712		24.51		E911	2850 420750	345	101000
	03/19/19	Alarm Lines, 646-5185		78.10		TWNHAL	1000 411250	345	101000

03/15/19
11:59:45

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 3/19

Page: 2 of 7
Report ID: AP100

* ... Over spent expenditure

Claim	Vendor #/Name/ Check Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
45424	2546 Century Link QCC 03/23/19 long dist chg 406-646-7600	9.96 9.96		DISPAT	1000 420160	345	101000
45426	2558 Hebgen Basin Fire District 03/01/19 March 2019 03/01/19 employee grant March 2019	53,517.41 46,184.08 7,333.33		FIRE FIRE	1000 420400 1000 420471	357 140	101000 101000
45428	2952 DIS Technologies 34395 03/05/19 Email accounts 34395 03/05/19 email consulting account-Jhnsn 34395 03/05/19 email consulting account-Jhnsn 34395 03/05/19 Monthly Managed Services	698.32 154.32 2.00 2.00 540.00		IT WATER SEWER	1000 410580 5210 430500 5310 430600 1000 410580	355 354 354 355	101000 101000 101000 101000
45448	3189 Skijor West 03/14/19 Skijor purse money	3,000.00 3,000.00		MAP	2101 410130	398	101000
45449	2099 Quick Print of West Yellowstone 6360 02/20/19 sewer samples shipping 6398 02/28/19 sewer samples shipping	56.94 27.06 29.88		SEWER SEWER	5310 430600 5310 430600	357 357	101000 101000
45450	1235 Yellowstone Rental & Sports 24273 03/04/19 Light Tower	250.00 250.00		PARKS	1000 460430	220	101000
45451	3085 Buffalo Services, LLC 22019 03/10/19 H2O & wasteH2O consult/operati 22019 03/10/19 H2O & wasteH2O consult/operati	3,000.00 1,500.00 1,500.00		WATER SEWER	5210 430500 5310 430600	354 354	101000 101000
45452	254 Firehole Fill Up/Economart 173740 02/04/19 Diesel Fuel	40.05 40.05		STREET	1000 430200	231	101000
45453	3004 Partsmaster 23392860 03/05/19 clamps, safety glasses	114.15 114.15		STREET	1000 430200	220	101000
45454	1085 JD Speciality Services 3334 03/07/19 Exhuast and Starter repair	1,312.50 1,312.50*		STREET	1000 430200	369	101000
45455	2654 Community Health Partners 03/04/19 Drug Screen	29.00 29.00		ADMIN	1000 410210	356	101000

03/15/19
11:59:45

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 3/19

Page: 3 of 7
Report ID: AP100

* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
45456		999999 LONNIE SANDERS		100.00					
	03/05/19	Bond refund		100.00		COURT	7469 212401		101000
45457	E	2673 First Bankcard		3,412.63					
	724790	02/08/19 MT RWS registrations		345.05		WATER	5210 430500	380	101000
		02/20/19 bldg codes education		130.00		BLDG	1000 420531	380	101000
	172385	02/20/19 Fastenal fasteners		47.40		STREET	1000 430200	220	101000
	2187413	02/22/19 Amazon, building code		918.81		BLDG	1000 420531	215	101000
	2187413	02/22/19 Amazon, building code		93.94		BLDG	1000 420531	215	101000
	636573575	02/22/19 Best Western, bldg code edu		1,202.24		BLDG	1000 420531	370	101000
	7032264	02/22/19 Amazon, Spotlight for Jeep Wr		337.62		STREET	1000 430200	361	101000
	630733483	02/22/19 Comfort Inn, MT RWS confer		307.74		WATER	5210 430500	370	101000
		03/04/19 Interest		29.83		FINADM	1000 410510	870	101000
45458		3116 R & R Lock and Key, LLC		845.75					
	1437	03/05/19 locks court, soc.svc., twm.mgr		845.75		TWNHL	1000 411250	366	101000
45459		2507 Silvertip Pharmacy		120.00					
	022219-01	02/22/19 help fund voucher (M.A.)		105.00		HELP	7010 450135	358	101000
	022219-02	02/22/19 help fund voucher (C.G.)		15.00		HELP	7010 450135	358	101000
45460		171 Montana Food Bank Network		2,347.00					
	AOR-14669-	01/03/19 food bank groceries		2,347.00		HELP	7010 450135	220	101000
45461		533 Market Place		137.10					
	02-990	02/06/19 prisoner meals		9.08		PRISN	1000 420230	220	101000
	02-1013235	02/27/19 work session meals		12.97		LEGIS	1000 410100	220	101000
	02-1007424	02/19/19 water & sewer group		7.52		WATER	5210 430500	220	101000
	02-1007424	02/19/19 water & sewer group		7.53		SEWER	5310 430600	220	101000
		02/01/19 gift certificate - sosa		50.00		LEGIS	1000 410100	220	101000
		02/01/19 gift cerrtificate - Bezold		50.00		LEGIS	1000 410100	220	101000
45462		2306 Brandy Holland		31.50					
	03500056	03/06/19 Zamboni fuel		31.50		STREET	1000 430200	231	101000
45463		2854 Kenco Security and Technology		85.50					
	1521914	01/01/19 alarm montitoring - town hall		85.50		TWNHL	1000 411250	357	101000
45464		160 Utility Specialties Inc		162.82					
	6996	02/22/19 ashcroft 4 1/2" press. gauge		162.82		WATER	5210 430500	212	101000

03/15/19
11:59:45

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 3/19

Page: 4 of 7
Report ID: AP100

* ... Over spent expenditure

Claim	Vendor #/Name/ Check Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
45465	2347 Municipal Emergency Services in13114472 02/26/19 parts/safety supplies	2,144.00 2,144.00*		STREET	1000 430200	229	101000
45466	764 General Distributing Co. 730888 02/28/19 supplies IND HP 110, 175 730888 02/28/19 acetlene	48.72 35.28 13.44		STREET STREET	1000 430200 1000 430200	220 220	101000 101000
45467	2801 West Yellowstone Back & Neck 02/20/19 DOT physical - Tanner	100.00 100.00		STREET	1000 430200	351	101000
45468	1796 Barta Electric, Inc. 5342 02/19/19	1,076.28 1,076.28		WATER	5210 430500	357	101000
45469	65 T & E 42cs043775 02/21/19 parts	288.69 288.69		STREET	1000 430200	220	101000
45470	999999 KATRINA WIESE 03/04/19 Basketball refund	35.00 35.00		REC	1000 346050		101000
45471	3192 Floyd's Truck Center c001125510 02/28/19 truck parts C001125240 02/23/19 truck parts C00112524: 03/05/19 truck parts C001125696 03/05/19 truck parts	657.23 195.63* -14.06* 737.19* -261.53*		STREET STREET STREET STREET	1000 430200 1000 430200 1000 430200 1000 430200	369 369 369 369	101000 101000 101000 101000
45472	135 Food Roundup 02-731476 02/05/19 social services supplies 02/19/19 gift certificate - arnado 02/01/19 library supplies	63.95 10.28 50.00 3.67*		SOCSVC LEGIS LIBES	1000 450135 1000 420100 2220 460100	220 220 220	101000 101000 101000
45473	3194 Taylor Luther Group, PLLC 1332 02/15/19 Drafting Legislation 1332 02/15/19 Legislative Activities	8,750.00 2,500.00 6,250.00		LEGIS LEGIS	1000 410100 1000 410100	356 356	101000 101000
45474	254 Firehole Fill Up/Economart 732018-01 07/03/18 com. help fund 02/06/19 FC	35.01 25.00 10.01		HELP HELP	7010 450135 7010 450135	231 231	101000 101000
45475	73 Westmart Building Center 02/27/19 street supplies 02/27/19 Police building materials 02/27/19 library supplies 02/27/19 povah ctr. supplies 02/27/19 park supplies	1,110.75 148.30 573.07 162.89* 32.70 18.98		STREET PD BLD LIBES POVAH PARKS	1000 430200 1000 411258 2220 460100 1000 411255 1000 460430	220 366 220 220 220	101000 101000 101000 101000 101000

03/15/19
11:59:45

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 3/19

Page: 5 of 7
Report ID: AP100

* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	02/27/19	H20 supplies		96.69		WATER	5210 430500	220	101000
	02/27/19	sewer supplies		40.13		SEWER	5310 430600	220	101000
	02/27/19	park building supplies		37.99		PARKS	1000 411253	366	101000
45476		2952 DIS Technologies		4,231.60					
	cw3690 10/23/19	server install final payment		4,231.60*		TWNHLW	1000 410580	945	101000
45477		2898 TransUnion Risk and Alternative		136.10					
	03/01/19	Background checks		136.10		POLICE	1000 420100	398	101000
45478		2894 Brannon & Brannon Psychological		400.00					
	02/05/19	psych test		400.00		DISPCH	1000 420100	351	101000
45479		2991 West Yellowstone Star		1,073.40					
	2019ci-154 03/01/19	January Job announcements		233.80		ADMIN	1000 410210	327	101000
	2019ci-154 03/01/19	Jan. planning notices		262.00		PLANN	1000 411000	357	101000
	2019ci-171 03/01/19	Feb. Job announcements		349.60		ADMIN	1000 410210	327	101000
	2019ci-171 03/01/19	Feb. planning notices		228.00			1000 411000	357	101000
45480		151 Gallatin County WY TS/Compost		134.90					
	02/28/19	February 2019 garbage fees		134.90		PARKDS	1000 460430	534	101000
45481	E	2673 First Bankcard		506.29					
	7412355216 02/13/19	Hotel - Sabolsky Helena		108.29		ADMIN	1000 410210	370	101000
	5236264 02/22/19	Membership Pryor - Arnado		199.00		SOCSVC	1000 450135	380	101000
	5236261 02/22/19	Membership Pryor - Sabolsky		199.00		ADMIN	1000 410210	380	101000
45482		40 Jerry's Enterprises		2,336.30					
	02/28/19	fuel for public svc vehicles		2,336.30		STREET	1000 430200	231	101000
45483		2788 Sabrah L. Van Leeuwen		34.22					
	03/14/19	reimb fuel, new Durango		34.22		POLICE	1000 420100	231	101000
45484	E	2964 CITI CARDS		1,746.35					
	02/11/19	Becker Arena, broom hockey		885.20		REC	1000 460440	212	101000
	02/14/19	Amazon, martial arts boards		134.87		REC	1000 460440	212	101000
	02/15/19	Amazon, building supplies		29.87		TWNHAL	1000 411250	220	101000
	02/19/19	Wild West, supplies, H20/Sewer		39.65		WATER	5210 430500	870	101000
	02/19/19	Wild West, supplies, H20/Sewer		39.66		SEWER	5310 430600	870	101000
	02/22/19	Amazon, martial arts dummy		289.99		PARKS	1000 460430	212	101000
	02/27/19	Wild West, work session suppli		107.12		LEGIS	1000 410100	220	101000
	03/02/19	Costco Membership renew		120.00		ADMIN	1000 410210	333	101000
	03/04/19	Microsoft Office 365 renew		99.99		LIB	2220 460100	216	101000

03/15/19
11:59:45

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 3/19

Page: 6 of 7
Report ID: AP100

* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
45485			2992 Lisa Johnson		33.57				
	03/15/19	reimb petty cash		5.65		POLICE	1000 420100	311	101000
	03/15/19	reimb petty cash		13.82		SEWER	5310 430600	311	101000
	03/15/19	reimb petty cash		14.10*		FINADM	1000 410210	311	101000
		# of Claims	46	Total:	100,835.55				
		Total Electronic Claims		5,665.27	Total Non-Electronic Claims		95170.28		

03/06/19
15:30:07

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 3/19

Page: 1 of 2
Report ID: AP100

* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$					Cash
Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account	
45446	2993 Land Solutions, LLC	9,896.95						
	12/29/18 Zoning Update, labor	2,428.12		PLAN	1000 411000	398	101000	
	01/28/19 Moonrise Meadows review	7,468.83		PLAN	1000 411000	398	101000	
	# of Claims	1	Total:				9,896.95	

03/06/19
15:30:08

TOWN OF WEST YELLOWSTONE
Fund Summary for Claims
For the Accounting Period: 3/19

Page: 2 of 2
Report ID: AP110

Fund/Account	Amount
1000 General Fund	
101000 CASH	\$9,896.95
Total:	\$9,896.95

WEST YELLOWSTONE TOWN COUNCIL
Town Council Meeting
March 5, 2019

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

OTHERS PRESENT: Town Manager Daniel Sabolsky, Public Services Superintendent James Patterson, Finance Director Lanie Gospodarek, Social Services Director Lanie Gospodarek, Chief of Police Scott Newell, West Yellowstone Star Reporter Katie Moen, Town Engineer Dave Noel, Dave DeGrandpre-Land Solutions, Rob Yeakey-Moonrise Meadows Developer and associated partners/consultants, approximately 40 community members

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

- 1) Motion carried to approve the claims, which total \$60,896.00. (Martineau, Burke)
- 2) Motion carried to approve the Consent Agenda, which includes the minutes of the February 27, 2019 Work Session & Town Council Meeting. (Martineau, Burke)
- 3) Motion carried to postpone consideration of the Moonrise Meadows preliminary plat and subdivision and conditional use permit for planned unit development. (Martineau, Forsythe)
- 4) Motion carried to table the Application for a Variance made by Delaware North/Hideaway RV Park. (Johnson, Burke)
- 5) Motion carried to approve the Engineering Report, Wastewater Treatment Short-Term Upgrades and plans prepared by Forsgren Associates and submittal to the Montana Department of Environmental Quality. (Forsythe, Burke)

Public Comment Period

No public comment is received.

Council Comments

No council comments are received.

Public Hearing – Moonrise Meadows Condominium Subdivision Development, Preliminary Plat & Subdivision Application, Height Relaxation, Conditional Use Permit for Planned Unit Development

Mayor Schmier calls the hearing to order and explains that this application is for a new development to construct 180-unit condominium project. The hearing was advertised in the January 24 and 31, 2019 editions of the West Yellowstone Star as well as February 21 and 28 editions. Dean Burgess, project architect for Studio H Design addresses the Council, staff, and approximately 40 community members. Burgess describes the design of the development as integrated into the natural surroundings, which will average approximately 8.25 units per acre. He says they feel that is a healthy and attractive density, much lower than other areas in this region such as Bozeman. He says the development will be built in phases, lot by lot. He displays multiple pictures and conceptual drawings of the proposed development. He explains that they are requesting a height relaxation which would allow them to build to three stories and take out less trees in the area and a smaller footprint. He also points out that they anticipate building the structures with gabled roofs in order to fit residential trends. He explains that they will have 30 feet of fire defensible space around each building and they will be built to comply with the International Fire Code as commercial buildings, not just residential. He speaks to other fire prevention approaches that will be used in the development. He also describes the floor

plans and square footages for each unit, aimed to meet different price points and market demand. Greg Forsythe asks a couple questions about roof pitch and possible other construction approaches. Jerry Johnson asks about affordability. Burgess says that they are aiming to reach a broad spectrum of people, including workforce housing, first-time homebuyers, etc. Johnson asks if they have a number. Developer Rob Yeakey says that the smaller walk-up units will start under \$200,000 per unit. Schmier clarifies that the units will be individually owned. Forsythe asks if the units are apartments or condominiums and Burgess responds that they are condominiums. Schmier also clarifies that the units will be sprinkled for fire suppression. Burgess agrees and explains that they will have sprinklers in all the units as contained in commercial code, a wet sprinkler system. Forsythe asks which units will be built first and Burgess responds that the four walk-up units in the interior will be built first. Matt Hausauer of C & H Engineering, civil engineer for the project, addresses the room. He explains that following the previous hearings, there were a lot of questions and concerns about ingress and egress. Fire code only requires one ingress/egress for less than 200 units. Hausauer comments on water and utility services, traffic. Forsythe asks about the additional options for the ingress/egress. He explains that after discussion with the Town's new engineer, Dave Noel, they adjusted one of the previous options to include a wider street and a buffer against the existing home on Lot 3. Schmier asks if the Planning Board or emergency services representatives have seen the new options. Hausauer says that they have not, but this will just be the first of many discussions as they work on a detailed design they can agree on while complying with the recommendation from the Planning Board to develop a second ingress/egress that is approved by the Town Engineer. Bob Abelin of Abelin Traffic of Helena addresses the room and explains that the traffic study they completed was done in May. He explains they made an effort to capture the school traffic and early summer traffic and capture average traffic conditions. Abelin reports that based on the traffic counts, they expect to see an increase from 900 cars a day to 2000 cars per day or 200 cars per hour. He says that seems like a big increase but it is not a lot for residential roads. He says the previous hearings brought up a lot of questions about visibility and sight distances, which is why the favored proposal is to put in a four-way stop at Cascade. Schmier asks if the study included all the intersections affected by the development. Abelin answers that it included all the intersections along Hayden down to Highway 20. He explains that during average conditions, the intersection grades were all graded at an A or B. He said during summer conditions, they did grade the Level of Service for the intersection of Hayden and Highway 20 as a D. He says that the only way to really mitigate that is a traffic signal at that intersection, which would require Montana Department of Transportation (MDT) to install, but that is unlikely for a need that only exists in the summer months. Martineau asks if they only did traffic counts in May or did they also count in July. Abelin explains that they counted in May but then used traffic data provided by MDT to calculate July and August traffic. He explains that MDT has an electronic traffic counter on Highway 20. The Council asks multiple questions about the traffic impact, especially in the summer months. Chief of Police Scott Newell states that the intersection is definitely going to cause problems that can only be mitigated by a traffic light. He expresses concerns about the impact of heavy trucks on Hayden Street. Abelin explains that MDT has specific criteria to meet before they will consider putting in a traffic signal. He says that unfortunately, traffic signals often increase traffic accidents and MDT will probably not consider it under these conditions. Forsythe asks about a temporary light at the intersection. Abelin says they can certainly discuss that with MDT but they would have final say. He explains that they did review the report but did not have any comments. Newell says his two main concerns are pedestrian crossings and the deflection of all the traffic from Hayden and Highway 20. Town Manager Dan Sabolsky asks if they have driven down Hayden since the last meeting and noted the very large piles of snow they have all over town. Abelin says they did drive around Town today and understand that there is a lot of snow and that is a unique challenge.

Dave DeGrandpre, contract planner for the Town of West Yellowstone, addresses the room and points out that there are two applications before the Council tonight: preliminary plat proposal and conditional use proposal for planned unit development. DeGrandpre says that they have already had other public meetings and collected a lot of public comment. He says the main issues that have come out are traffic increases and pedestrian safety. He says the Planning Board has recommended preliminary approval of the project subject to 31 conditions. He says the

Planning Board has also recommended that the Town apply to the Forest Service to build a second ingress/egress out of the subdivision on the west side to connect to Iris Street. He points out that there are a couple conditions they need to address. He says that Engineer Dave Noel will speak to the water and sewer capacity, but the Town is currently under a moratorium and that capacity is uncertain at this time. He notes that the application requests that the Town manage the stormwater facilities and he and the Planning Board have recommended against that. He says that in regards to transportation, they recommend the condition that the subdivider waives his right to protest to fund a proportionate share to correcting the problem. He says that most of the other recommended conditions are fairly standard. Pertaining to the height relaxation request, the developer has requested to allow height up to 37', five feet more than is currently allowed by the code. He says the code does not provide much guidance for considering that request. Town Attorney Jane Mersen asks for clarification about the stormwater runoff as it affects tree preservation. DeGrandpre explains that the application is not very specific and so they are not sure at this time how many trees will have to be cleared to accommodate stormwater run off. He explains that the buffer zone on the south side of the development is there to establish separation from the existing homes. Dave Noel, Town Engineer, explains that he has reviewed the subdivision project. He says that based on the components of the proposal, he wants to point out the general details of the project. He says that the developer wants the Town to maintain the roads, the stormwater runoff, and utilities. He says that in regards to the roads, the emergency services people have stated that for reasons of health and safety, it would be most desirable to have two ingress and egress options. He says the developer has presented an option to provide two ingress/egress, but very close together. He says that he believes this option will actually increase risk and does not recommend it. He says the second option is to develop and extra wide ingress/egress off of Cascade Avenue and a second ingress/egress that would be barred by breakaway gates but connect to Grayling. He says that they have also presented variables on this option but are anticipating that the Town will clear the snow and maintain these roads, but the breakaway gates will not work in the winter time. He says that the developer presented another option tonight that straightens out the ingress/egress from Cascade Avenue. Noel says that the traffic study included in the application followed all the appropriate guidelines, but as discussed earlier, questions whether you can grade the level of service at an intersection based on the number of vehicles that use a particular turning motion. He recommends asking for a summary of the individual turning motions for each intersection. He says that the vast majority of traffic at Hayden and Highway 20 proceeds straight through and the study kind of obscures the fact that it may be very difficult and dangerous to safely turn onto Highway 20 from Hayden. Noel says that regarding the sewer system, his only recommendation at this time is that the Town does not have the capacity to accept any new sewer at this time. He recommends strong language that makes it clear to the developer that until that problem is solved, they cannot accept any new capacity and there will be a cost. Noel says that water capacity is also a concern and says that they need to determine how much water the subdivision is asking for. He says he has concerns that there is only a 6" line available at this time and they need to ensure they have an adequate source. He says that the preliminary plat only shows the 2-year event detention area, the law requires that the water shed cannot washout other areas or homes. He says the size of the detention pond that they need for the development may affect the size and location of parking areas etc. He says that the state rules require that water runoff from a 2-year event be held on site and not run downstream and affect another developed area. He explains that before the project receives final approval, they will have to provide data to evaluate 10-year and 100-year storm events and downstream affects. Noel says that he recommends ensuring that there is enough property available to control the effects of a 100-year storm. Town Attorney Jane Mersen says that one of the recommended conditions for approval is that the developer provide a second developed ingress/egress, with conditions, and asks Noel if that condition has been met by the developer. Noel says that is has not. Jerry Schmier asks if they have approached the Forest Service about another exit out the west side to connect with Iris Street. Rob Yeakey answers that the developer cannot make that request, it is up to the Town. Schmier says that he believes that should be pursued. Gary Hendricks says that he is part-time resident (804 Hayden Street) and expresses concerns about adverse affects that will be created by the development such as noise, headlights from increased number of cars, and affect on their property values. He also questions whether the zoning for Lots 1 and 2 allow building a road through them. Rick Fairbanks (808 Hayden) addresses the room and agrees with Hendrick's

comments. He opposes the height relaxation request, expresses concerns about safety, traffic, water and sewer impacts and adverse affects on the neighborhood. Teri Gibson, year-round resident of Cascade Avenue and member of the Planning Board, states that if she had known of all the issues brought up by the engineer, her recommendation would have been different. Rob Gill-Moonrise Meadows partner, requests a recess to discuss some of the concerns that have been brought up, Mayor Schmier grants the request. Dawn Schwin, new resident at 718 Hayden, expresses concern about the project and says she probably wouldn't have bought the property if she had known about this development in her backyard. Schmier says that they will allow the developer a recess to address some of the concerns that have been voiced this evening. Yeakey says that they were unaware of the meeting that was held on Monday and were not notified or would have attended. Schmier says that the developers engineer was directly asked to contact the Town's engineer to discuss the project, and that did not happen until yesterday. The room debates why the contact between the engineers was not made in a timely manner. Bob Abelin, traffic engineer, speaks to the questions raised about the traffic study and level of service grades. He explains that its almost impossible to design an intersection to never receive a grade F and the bigger picture is community congestion and work on a plan to address all the congestion. Matt Hausaur, project engineer, addresses the concerns about the traffic coming out of the new subdivision. He says that the first option is viable because it eliminates all the questions about sight vision triangles and provides a separate ingress and egress and complies with the requirements of the code. He says that the second options also comply because the emergency access road meets town standards as well as the wider ingress/egress as required by the Fire Chief. He says that water and sewer concerns are addressed in the application and they understand that the water and sewer connections are not guaranteed until the moratorium is lifted. He also explains that fire suppression demand is not part of the calculation because it is not a daily demand and they have adequate infrastructure, currently measuring 62 lb water pressure. He says that as far as stormwater goes, it is atypical to provide more data than the 2-year storm event at this stage of the application process but fully intend to perform those analysis after approval of the preliminary plat but before they break ground. The Council clarifies whether the irrigation will be handled by irrigation wells or fire wells. Yeakey and Hausauer respond that no such wells are part of the application or have been applied for. Noel confirms that they discussed those options on the phone, but they are not part of the application. Dean Burgess, project architect emphasizes that these units are condominiums and not apartments. He says that the units will be finished nicely with reinforced walls and design. He says that common development is 20 to 25 units per acres and they are definitely building to a lower density. He says they feel like the height relaxation will benefit design and fit the character of the residential area better than a flat roof. Rob Yeakey addresses concerns about height and points out that the covenants allow height limits up to 40 feet, not just 32 feet. He says that as the developer, they are asking him to mitigate issues that they can't. He says they can't do anything about the traffic into Yellowstone National Park, but the Town can, and suggests that they redirect the traffic down Iris and Yellowstone. He also points out that they are not required to provide buffer zones and did that merely as an accommodation.

Public Hearing-Delaware North/Hideaway RV Park, Variance to spacing between RV sites

Mayor Schmier opens the hearing. The hearing was advertised in the February 22, 2019 and March 1, 2019 editions of the West Yellowstone Star. Paul Jeppeson of Delaware North addresses the Council. He explains that the RV park was purchased by Delaware North approximately a year ago. He says that they are requesting permission to reduce the spacing between four of the RV spots from 20' to 16'8". He says that they hope to initiate construction in the near future and notes that they are reducing the number of existing of RV spots. Sabolsky explains that the Development Review Group has reviewed the application, but the Planning Board has not. He says that the Fire Chief has indicated the request is acceptable as long as the RV spaces are not used in the winter because it is an improvement, but he recommends that the Council table the issue until the next meeting. Jeppeson requests additional consideration, pointing out that they have been trying to get this approved for months. Teri Gibson says that the Planning Board only initially looked at the plan and has not had the opportunity to review it. The group discusses the site plan and questions about the layout.

- 3) Schmier says that they have a lot of information to understand. He says he is uncomfortable with the fact that some of the information presented is different from what is written in the original application. He says that he believes they need legal advice to proceed. Chris Burke agrees and says he is uncomfortable looking at the intersection options that have not gone before the Planning Board. Schmier expresses concerns about the uncertainty of multiple aspects of the application. Schmier says that he believes they have three options: to deny the application, table for more information, or extend the process. Michael Gill says that their intention is to address and answer all of the questions and work with the community to build a good development. He says that if they will give them a list of questions and concerns, they will definitely respond and provide all the information they need. Jane Mersen consults state law and explains that if new information is presented, the governing body has the option of sending that information back to the planning board for another hearing on that specific issue, but they may also disregard the information. DeGrandpre suggests that the Town prepare a listing of information that they want from the developer by the end of the week, give the developer a week to respond, and then put the item on the agenda again in two weeks. The group discusses scheduling options and the developer indicates that they are agreeable to extending consideration until these issues can be addressed. The Council directs the staff to put together a list of the questions and information being asked of the developer and submitted to the developer by the end of next week.
- 4) Sabolsky recommends tabling the variance in order to give the Planning Board a chance to review the application before the next meeting. Johnson requests a letter from Fire Chief Shane Grube that addresses the variance at the next meeting.
- 5) Dave Noel, Town Engineer, briefly describes the proposed engineering report for wastewater treatment short-term upgrades and plans for the project. The project will be submitted to Montana Department of Environmental Quality (DEQ) immediately. The Council received the plans over a week ago, but considers the final draft and full-size plans. Schmier asks how will they pay for the project, anticipated to cost approximately \$547,000. Gospodarek indicates she will look that up, Sabolsky says they will work on it but it will be discussed at the staff meeting tomorrow. Gospodarek confirms that they currently have \$1.2 million in the sewer replacement fund and no anticipated expenditures, so they are in a good position to fund this.
- A) **Town Manager & Department Head Reports:** Town Manager Dan Sabolsky reports that the lobbyists are still working with the Senate Taxation community on the resort tax increase legislation. He has been answering emails and sending information as requested. He says they are expecting some action by the committee on Friday and he will go to Helena if that happens. They are accepting applications for the Recreation Coordinator, which closes on Friday. Water and sewer issues are progressing and will be discussed later tonight, including cost options. If approved, the letter and plans will be sent to Montana DEQ tomorrow. They are also working on establishing a procedure for renting out the pavilion in the city park. He requests feedback from the council regarding that process, fees, and guidelines and will email out more information.

Chief of Police Scott Newell reports that last week was dominated by weather related incidents. The plumbing has been completed in the jail cells. They interviewed and extended a conditional offer to a police officer applicant on Monday. Social Services Director Kathi Arnado reports on helping clients with tax season, reconciling the Community Help Fund with one of the gas stations, winter clothing assistance and unemployment filings. Finance Director Lanie Gospodarek reports on wrapping up the audit, review of the Capital Improvement Plan, preparing for Moonrise Meadows meetings, the new business license year. Public Services Superintendent James Patterson thanks the Police Department for helping them get cars off of the street so they could plow. He also recognizes his staff for their time and effort during the last storm. They are still working on blowing back the sides of the roads and cutting and hauling away snow from the highways.

The meeting is adjourned. (11:10 PM)

Mayor

ATTEST:

Town Clerk

REQUEST FOR VARIANCE

Town of West Yellowstone
Gallatin County, Montana

DATE: 12/6/18

APPLICANT: Delaware North - Hideaway RV Park

ADDRESS: 320 Electric St. West Yellowstone, MT 59758

PHONE: 406-586-7593

INTEREST IN PROPERTY: _____

OWNER OF RECORD'S SIGNATURE: _____

1. LEGAL DESCRIPTION:

Subdivision: Block 4 of Original Townsite of West Yellowstone

Block: 4

Lot: Lot 1 and N1/2 of Lot 7

Zoning District Number: _____

2. Section, Part, and Paragraph of the Zoning Ordinance that you are applying for a variance from: Chapter 17.39 Limited Services Campgrounds

3. Request for Variance is related to:

Yard _____

Height _____

(Mark All that Apply)

Use _____

Parking _____

Other RV Spacing distance

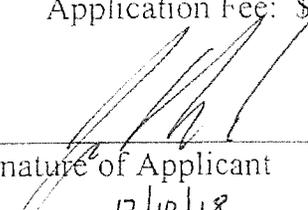
RV Spacing distance

4. Please state specifically the change(s) proposed and the reason(s) such changes are necessary Please see attached document

5. Application Fee: \$75.00

Paid _____

Date _____



Signature of Applicant

12/10/18
DATE

For Office Use Only:

DECISION BY TOWN COUNCIL

Approved Disapproved

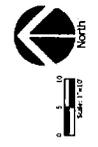
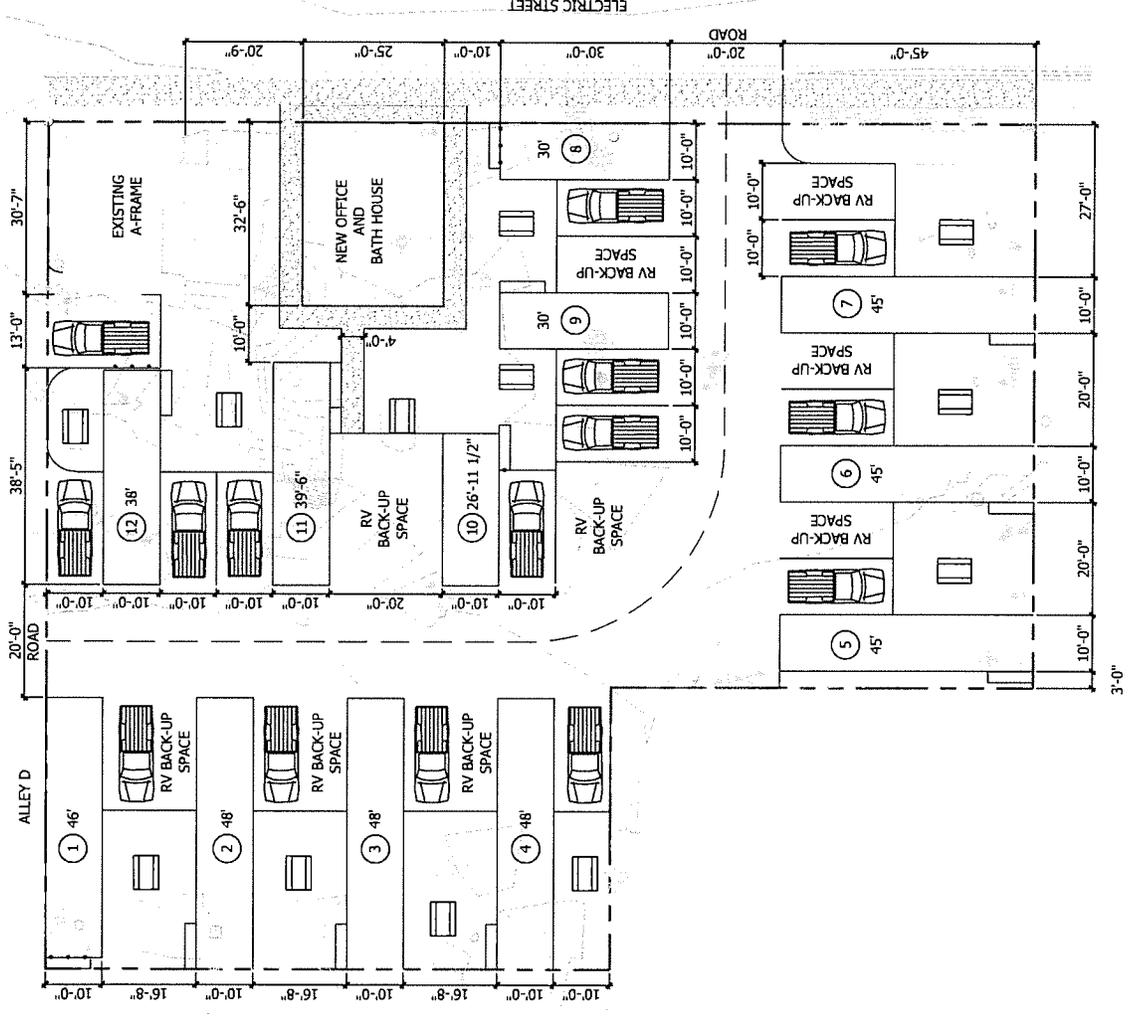
Mayor/Operations Manager

DATE

Request for Variance
Delaware North

Question 4: Please state specifically the changes proposed and the reasons such changes are necessary:

We are requesting to have the 4 RV sites at the NW Corner of the lot (that back to the City Park) be spaced 16'8" apart rather than the required 20'. This hardship is caused due to an irregular shaped lot. All other sites on the property will be 100% compliant. The historic layout of this site was not fire code compliant and included 15 RV sites, 2 tent sites, 3 apartments, and a bathhouse. The proposed new layout with less density includes 12 RV sites, 1 apartment, 1 bathhouse. The new layout will be aesthetically pleasing, emergency accessible, and provide a reduction in water and sewer of over 350 gal/day. Operating 12 RV sites is the minimum required to make this property a viable business.



Hideaway Study #2
November 28, 2018

APPLICATION TO MAINTAIN AN ENCROACHMENT

Town of West Yellowstone
Gallatin County, Montana

DATE: 3/13/19

APPLICANT: Hamilton Construction Company Lance Kilbride

ADDRESS: PO 659 Springfield, Oregon 97477

PHONE: 541-510-3197

INTEREST IN PROPERTY: Corner of S Iris St & Yellowstone Ave

OWNER OF RECORD'S SIGNATURE: _____

1. LEGAL DESCRIPTION:

Subdivision: West Yellowstone Original Plat

Block: 32

Lot: _____

Zoning District Number: West Yellowstone Original Plat, S34, T13 S, R05

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.

Hamilton is proposing to use the corner lot at S Iris St between Yellowstone Ave & Obsidian Ave as a staging area. We will be working in the National Park and would like to use this area to stage trailers and materials. We are only allowed to go in and out of the park at certain times of the day and would like to have a area that we are able to stage equipment and materials before entering the park. The plan would be to only park loaded trailers on the lot and not have to unload and reload trailers. At any one time there would be around five 53' trailers parked there. We would need about 3000ft² of area. We don't need to use the whole lot just need to use a small area of it. Our time frame would be from mid-May to October.



Signature of Applicant

3/13/19

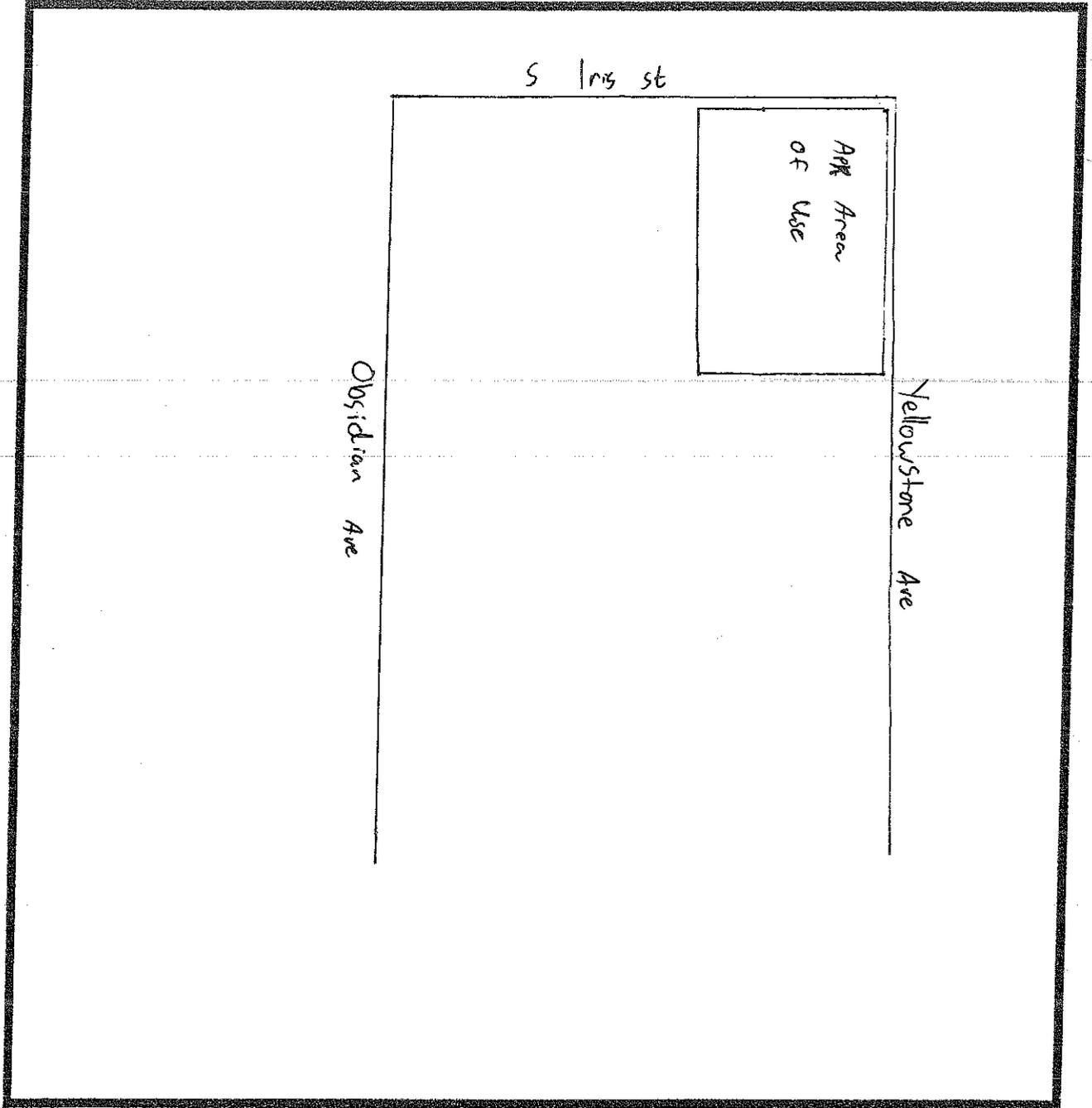
DATE

For Office Use Only:
DECISION BY TOWN COUNCIL

Approved Disapproved

Mayor/Operations Manager

DATE



PLEASE INDICATE DIRECTION

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

Event or Project Applicant: Black Mountain Productions

Event or Project Name: Music in the Park Series

Date Submitted: 2.25.19

Date Approved by MAP Fund Advisory Board: 3.14.19

Requested Amount: \$17,000

Approved Amount: \$17,000

Exceptions: None

Comments: As requested by the Applicant, the MAP Fund Board is recommending approval of the \$17,000 award to pay for 2 budgeted expenses: advertising and band performance fees. The Board asked Black Mountain Productions to use MAP funds to pay for the majority of their budgeted advertising expenses of \$7,500 and the remainder to help pay for their budgeted band performance fees of \$20,000.

Recommendation submitted by: John M. Greve, MAPFAB Secretary

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

_____ Date: _____

Comments:

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

MARKETING AND PROMOTION (MAP) FUND

APPLICATION COVER PAGE

Applicant Information

Applicant Individual or Organization: Black Mountain Productions

Event or Project Contact Person: Wendy Swenson, Louise Cochran

Address: PO Box 1313, West Yellowstone MT, 59758

Phone: 406-570-2417

Email: wswenson01@gmail.com; cochrane1@q.com

Application Submission Date: February 25, 2019

Event or Project Information

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

Location of Event or Project: Pioneer Park

Date(s) of Event or Project: July – August, 2019

Estimated Total Event or Project Cost: \$42,400.00

MAP Fund Amount Requested: \$17,000.00

Section 1 Proposed Event or Project Summary

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

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

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

We are asking for a total of \$17,000.00 for assistance with: \$2,000.00 for marketing and advertising promotion (see detail under Marketing section), and \$15,000.00 for assistance with securing and payment of the bands/entertainment.

Section 2 Proposed Timeline

This year, we are planning four quality events, starting with the Annual July 4th concert, and stand-alone productions tentatively scheduled for July 20, Aug. 3, Aug 17th.. The 4th of July adds to existing events and is the most highly attended event. The July 4 and Aug. 3 concerts will also happen in conjunction with event weekends with a goal of attracting more attendance for all activities.

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

July 4th: Local/Regional Musicians followed by John King Band
@ approximately \$5,000 + \$1,000 for openers

In a short time, King has been making a name for himself in Country Music. John's debut radio single, "Tonight Tonight," earned him his first Top 40 hit and was heard by millions of NFL fans and used to highlight CBS network's Thursday night football throughout the 2014 season.

In addition to his rising success as an artist, King is also earning national recognition as a songwriter. In early 2016, King experienced his first #1 with a song called "We Went" recorded by artist Randy Houser. King co-wrote the song with friends, Matt Rogers and



Justin Wilson and received a 2016 ASCAP Songwriter Award for the song's success. King has gone on to write songs for some of Country's biggest stars.

John continues touring countless dates building his fanbase and in late 2016, signed his first management deal with Narvel Blackstock and Starstruck Entertainment. Narvel has been instrumental in the rise of Superstars like Reba, Blake Shelton and Kelly Clarkson. In late 2017, King released the single "I Still Pick Up" from his latest project. The song debuted Top 5 on the Apple Music Hot Chart and has already gained over 1 million streams. The music video recently debuted on CMT and was voted Top 10 on the countdown.

King's recent releases "Heat Wave" and "Never Wanna Be" both debuted on Spotify's "New Boots" playlist and gained over 3 million cumulative streams. In April of 2018, King signed a major publishing deal with Sony/ATV Nashville. He is currently scheduled for a 2019 tour and just released "Try Saying Goodbye", the debut single from a new project. It was named one of Rolling Stone's Top 10 Country Songs, earning features from Amazon, CMT, Whiskey Riff, Taste of Country and more. For more information on John King please visit www.johnkingcountry.com, like him on Facebook, and follow him on Twitter and Instagram @johnkingcountry.

Other Dates are in negotiations.

Pre-Event Planning:

April - May - June

- Determine band availability and efficiencies such as which bands can stop here on their way to another venue to reduce cost.
- Fund raising, grant writing, and marketing strategies.
- Working with Town of West Yellowstone on venue and organizations on insurance, co-promotion, and food/beverage booths.
- Contact local businesses for financial assistance

June

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

July-August

- Logistics for each show

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

Section 3 Proposed Budget

Please refer to the budget detail in Addendum One.

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

Please note:

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

Section 4: Publicity, Promotion, Marketing

- **Posters:**
We would like to produce a printed (and electronic version) of the "Music in the Park" series poster with a full season schedule and information on the various music groups. These posters would be distributed around West Yellowstone and the surrounding area, including Island Park, Big Sky, and Belgrade/Bozeman.

- **Flyer/information sheet:**

We would create a one-page, easy-to-read information flyer that would be distributed to employees at local businesses, and could be used for reference throughout the entire summer.

- **Event listings and ads:**

We would list our schedule on free calendar of events including the West Yellowstone Chamber events calendar, community online calendars, social media, etc. We would also place ads with the full summer schedule in local and area newspapers (West Yellowstone News, Big Sky Weekly, Island Park Journal, and Madisonian). The final placement budget will be determined by grant awards and contributions from local businesses.

- By publishing the entire series schedule, we would be able to push the entire series and encourage repeat visitors, as well as raise local awareness.
- With this grant funding, we would also take out digital ads (banners and on-line event listings) on regional websites with a strong music following where their readers choose a travel destination based on concerts. We would also provide information for editorial features.

- **Social Media:**

We will promote our events on Facebook through our own page, "Free Music in the Park BMP," and working with the West Yellowstone Chamber and TBID to provide materials for posts on their Facebook and other social media platforms. We will work with local businesses to cross promote the series on their social media sites by providing a series of pre-made Facebook posts, Twitter tweets, and photographs.

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

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

- **Websites:**

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

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

See the detailed marketing breakout attached.

Section 5 Application Review Criteria

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

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

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

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

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

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

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

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

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

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

- 2008 for \$4,545.69
- 2009 for \$500.00
- 2011 for \$6,610.62
- 2014 for \$7,500.00
- 2015 for \$11,500.00
- 2016 for \$15,900.00
- 2017 for \$15,500.00
- 2018 for \$17,500.00

• Can your event or project proceed without MAP funds?

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

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

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

Section 6 Application Supporting Documentation

Final report and expenditures on file with admin.

Addendum One: Budget

Preliminary Budget - Music in the Park 2019 (Black Mountain Productions)

Starting Balance	\$8,000.00	
Income		
Est. Direct Public Support (Individuals & Business)	\$15,000.00	
Equipment Rental	\$1,000.00	
W. Yell. Foundation	\$2,500.00	(Awarded)
MAP Grant Request	\$17,000.00	(In progress)
Yellowstone Country Grant Request	\$10,000.00	(In progress)
Total Income	\$45,500.00	
Expense		
Advertising	\$7,500.00	
Bands	\$20,000.00	
Audio/Lighting/Equipment	\$5,000.00	
Business License/Park Permit	\$75.00	
DJ/Sound Technician/Engineer	\$7,500.00	
Insurance - liability	\$600.00	
Park Permit	\$25.00	
Storage	\$1,700.00	
Total Expense	\$42,400.00	

Marketing Breakout:

Design & Print - Posters, Ads, Banners	\$2,500
Digital Online Ad Banners & Paid Social Media	\$2,500
- Lee Enterprises (MT News websites)	
- Bozeman Chronicle website/targeted MT ads	
Newspaper Print Ads	\$2,500
- West Yellowstone, Big Sky, Ennis, Island Park	
- Eastern Idaho	
	\$7,500

Certification

Applicant Individual or Organization: Black Mountain Productions

Event or Project Name: Music in the Park

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

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

Signature: Wendy Swenson

Name (printed): Wendy Swenson

Title: Marketing Coordinator Date: 2/22/19
Committee Member

For Office Use Only

This application has been approved by MAPFAB Date: _____

This application has not been approved by MAPFAB Date: _____



ENGINEER'S OPINION OF PROBABLE COST

TOWN OF WEST YELLOWSTON Proposed Wastewater System Improvements

Project No. 01-19-0955-001
 Project: Short-Term Upgrades
 Client: Town of West Yellowstone
 Date: February 20, 2019
 Prepared by: CM/DN

Line No.	UNIT PROCESS / ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Total Price
CONTRACTOR COSTS					
1	Evaporator Pumps Anchoring System	1	EA	\$ 2,450	\$ 2,450
2	Algae Control Anchoring System	4	EA	\$ 2,450	\$ 9,800
3	Evaporator Equipment Pads	8	CY	\$ 1,000	\$ 8,000
4	Solar Panel Equipment Pads	1	CY	\$ 1,000	\$ 1,000
5	Electrical Work	1	LS	\$ 35,000	\$ 35,000
6	IP Bed Excavation	3704	CY	\$ 25	\$ 92,593
					\$ -
	SUBTOTAL CONSTRUCTION COST				\$ 148,900
DIRECT PURCHASE COSTS					
1	Mechanical Evaporation Equipment	1	LS	\$ 195,350	\$ 195,350
2	Algae Control Equipment with Solar Panels	1	LS	\$ 28,725	\$ 28,725
3	Membrane Replacement in Complete Mix Zone	1	LS	\$ 29,856	\$ 29,856
4	Sludge Profiles in Cells A, B, and C	1	LS	\$ 22,357	\$ 22,357
					\$ -
	SUBTOTAL CONSTRUCTION COST				\$ 276,288
TOTAL COSTS					
	SUBTOTAL COST				\$ 425,200
	Contingency Fund (80% Confidence Factor)			20%	\$ 86,100
	TOTAL CONSTRUCTION COST				\$ 511,300
ENGINEERING AND CONSTRUCTION OBSERVATION					
1	Design Services				\$ 25,000
2	Construction Administration				\$ 10,000
	SUBTOTAL OTHER PROJECT COSTS				\$ 35,000
TOTAL ENGINEER'S OPINION OF PROBABLE PROJECT COST					\$ 547,000



ENGINEER'S OPINION OF PROBABLE COST

TOWN OF WEST YELLOWSTON Proposed Wastewater System Improvements

Project No.	01-19-0955-001				
Project:	Short-Term Upgrades		Date: February 20, 2019		
Client:	Town of West Yellowstone		Prepared by: CM/DN		
Line No.	UNIT PROCESS / ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Total Price
COSTS - Mechanical Evaporation Equipment					
1	Mechanical Evaporation Equipment	4	EA	\$ 40,415	\$ 161,660
2	Control Package	1	EA	\$ 27,500	\$ 27,500
3	Plastic Power Cord Floats	40	EA	\$ 15	\$ 590
4	SMI Automation Technician on-site	1	EA	\$ 5,600	\$ 5,600
5	Evaporator Pumps Anchoring System	1	EA	\$ 2,450	\$ 2,450
6	Equipment Pads	8	CY	\$ 1,000	\$ 8,000
					\$ -
	SUBTOTAL CONSTRUCTION COST				\$ 205,800
COSTS - Aeration System					
1	Membrane Replacement in Complete Mix Zone	1	LS	\$ 29,856	\$ 29,856
2	Sludge Profiles in Cells A, B, and C	1	LS	\$ 22,357	\$ 22,357
					\$ -
	SUBTOTAL CONSTRUCTION COST				\$ 52,213
COSTS - Algae Control					
1	Algae Control Equipment with Solar Panels	1	LS	\$ 28,725	\$ 28,725
2	Algae Control Anchoring System	4	EA	\$ 2,450	\$ 9,800
3	Solar Panel Equipment Pads	1	CY	\$ 1,000	\$ 1,000
					\$ -
	SUBTOTAL CONSTRUCTION COST				\$ 39,525
COSTS - IP Bed Maintenance					
1	Excavation	3704	CY	\$ 25	\$ 92,593
					\$ -
	SUBTOTAL CONSTRUCTION COST				\$ 92,593
COSTS - Electrical					
1	Electrical Work	1	LS	\$ 35,000	\$ 35,000
					\$ -
	SUBTOTAL CONSTRUCTION COST				\$ 35,000
TOTAL CONSTRUCTION COSTS					
	SUBTOTAL CONSTRUCTION COST				\$ 425,200
	Contingency Fund (80% Confidence Factor) 20%				\$ 86,100
	TOTAL CONSTRUCTION COST				\$ 511,300
ENGINEERING AND CONSTRUCTION OBSERVATION					
1	Design Services				\$ 25,000
2	Construction Administration				\$ 10,000
	SUBTOTAL OTHER PROJECT COSTS				\$ 35,000
TOTAL ENGINEER'S OPINION OF PROBABLE PROJECT COST					\$ 547,000

P.O. BOX 1570

**TOWN OF WEST YELLOWSTONE
MONTANA**

PHONE: 406-646-7795

FAX: 406-646-7511

info@townofwestyellowstone.com

PURCHASE ORDER

Date 3/15/19

Ship Via Freight

Order No. 006373

Department PW - sewer

TO: ISI WEST

ADDRESS: 4175 Mulligan Dr, Longmont, CO 80504

PLEASE FURNISH THE TOWN OF WEST YELLOWSTONE WITH:

Quantity	Description
4	Algae Control V.S equipment, incl. shipping

Estimated Cost \$ 28,725.00

Authorized By DAM
Requested By: _____

VENDOR COPY - White OFFICE COPY - Canary 5310-430600-937



isiWEST

WATER AND WASTEWATER TREATMENT, TRANSFER AND CONTROL EQUIPMENT

4175 Mulligan Dr.

| Longmont CO, 80504

| Phone: 970.535.0571

| www.isiwest.com

B. Specification Algae Control

2. One (1) lot of Algae Control US equipment – see below:

West Yellowstone Water Treatment Plant - Option 2 - Small Lagoons with 120VAC at Long Edge Centers			
Item#	List#	Qty	
120V-Single Quattro Head Kit	40A-40XPSYK120-00	4	
Quattro-DB Pwr Cable - 30m	OPCJ0096-L030000	2	
Quattro-DB Pwr Cable - 90m	OPCJ0096-L090000	2	
Shipping Estimate			
Total with estimated shipping			\$ 18,772.00

C. Specification Algae Control

3. One (1) lot of Algae Control US equipment – see below:

West Yellowstone Water Treatment Plant - Option 3 - Small Lagoons with 60 W Vertical Frame Single Quattro			
Item#	List#	Qty	
60W Vertical Frame Single Quattro	40S-24A060T060-00	4	
Quattro-DB Pwr Cable - 30m	OPCJ0096-L0200000	4	
Shipping Estimate			
Total with estimated shipping			\$ 28,725.00

Continued on Next Page.....



isiWEST

WATER AND WASTEWATER TREATMENT, TRANSFER AND CONTROL EQUIPMENT

4175 Mulligan Dr. | Longmont CO, 80504 | Phone: 970.535.0571 | www.isiwest.com

This proposal represents our best interpretation of plans, specifications, or design conditions. It remains the purchaser's responsibility to verify quantities and compliances. Backcharges will not be accepted unless we have been notified in writing prior to work being done.

Prices are F.O.B. factory with full freight allowed to jobsite. Applicable sales taxes and installation costs must be added to all quoted prices. Prices are good for 30 days from bid date. Payment terms are Net/30 days. A penalty equal to the maximum allowable interest rate will be applied to overdue accounts.

Sincerely,

William Flanagan

Continued on Next Page.....



isiWEST

WATER AND WASTEWATER TREATMENT, TRANSFER AND CONTROL EQUIPMENT

4175 Mulligan Dr.

| Longmont CO, 80504

| Phone: 970.535.0571

| www.isiwest.com

EXHIBIT "A"

INSTRUMENT & SUPPLY, INC. - TERMS AND CONDITIONS OF SALE

- 1. ACCEPTANCE** - This proposal is submitted to Purchaser subject to the terms and conditions hereinafter set forth. There are no agreements or representations, verbal or otherwise, outside this proposal. Upon the acceptance hereof by Purchaser of this proposal, whether verbal or written, this proposal shall become a binding contract. In the event that purchaser submits its own purchase order in lieu of accepting this proposal in the method described above, (a) none of the terms of such purchase order which differ from or are in addition to the terms hereof, shall become a part of the contract and Seller specifically objects to such different or additional terms, and (b) the submission by Purchaser and the Seller as an unequivocal acceptance to this proposal and the terms, and a contract shall thereupon become effective.
- 2. SHIPPING DATE** - The shipping date specified herein is approximate only. Seller recognizes the desirability of making delivery promptly. However, Seller shall not be responsible for any loss or damage resulting from any delay in delivery or failure to deliver the equipment (as used herein "equipment" refers to all equipment materials, accessories and/or parts which Seller proposes to sell hereunder) where such delay or failure is caused by fire, flood, natural causes, labor troubles (including strikes, slowdowns and lockouts), war, Government regulations, riots, civil disorders, interruption of or delay in transportation, power failure, inability to obtain materials and supplies, accidents, acts of God, or any other cause beyond Seller's control.
- 3. PACKING** - Prices include packing for domestic truck shipments only.
- 4. SHIPMENTS** - All prices are F.O.B. factory except where it is specifically stated that they are freight allowed. Where freight is allowed, the prices are F.O.B. point of shipment with freight prepaid (allowed) to nearest freight station in the United States (except Alaska, Hawaii, Canal Zone and Insular Possessions). The point of origin of shipment, the method of transportation and the routing of shipments are optional with seller. No allowance is made for transportation if Purchaser accepts delivery at factory or warehouse. If the Purchaser specifies on order "shipment collect", it should be clearly understood that there will be no credit allowance made for freight.

At the Purchaser's request, shipment may be made by air, railroad express, rail and/or water freight, in lieu of truck. In such case, any additional expense incurred will be billed to the Purchaser. If shipment is accepted by the Purchaser at one destination and re-forwarded to him, the re-forwarding is at the Purchaser's expense.

- 5. PRICES** - Unless otherwise specified by Seller, prices set forth herein are firm, provided within thirty (3) days after the date hereof, this proposal becomes a binding contract as hereinabove provided, and provided further that Purchaser furnishes Seller with all necessary drawings duly approved by the Purchaser within thirty (30) days after submission of drawings to the Purchaser by Seller. Where shipment is requested by Purchaser beyond the normal shipment schedule, or in the event that shipment is deferred at the request of the Purchaser or by reason of Government action, Purchaser agrees to pay at Seller's option a delayed delivery storage fee at the rate of 2% of the equipment price per month beyond the normal shipping date.
- 6. TAXES** - Prices specified herein do not include any federal, state or municipal sales, use, excise or other taxes. Therefore, in addition to the prices specified herein, the amount of any such sales, use, excise or other taxes applicable to the sale of the equipment shall be paid by Purchaser or in lieu thereof Purchaser shall furnish Seller with tax exception certificates acceptable to said taxing authorities.



isiWEST

WATER AND WASTEWATER TREATMENT, TRANSFER AND CONTROL EQUIPMENT

4175 Mulligan Dr.

| Longmont CO, 80504

| Phone: 970.535.0571

| www.isiwest.com

EXHIBIT "A" - PAGE 2

INSTRUMENT & SUPPLY, INC. - TERMS AND CONDITIONS OF SALE

7. **PAYMENTS** - Terms of payment are **NET 30 DAYS** from invoice date unless otherwise stated. All past due amounts are subject to a service charge at the maximum legal rate allowed by the State of Arkansas. If Purchaser's financial condition does not justify continuance of production or shipment

8. On the terms of payment - specified herein, Purchaser will, upon request by Seller, furnish further assurance of ability to make payments. Seller may also refuse to make shipment except upon payment of cash fully or partially in advance. Prorate payments shall become due and payable as partial shipments are made hereunder. In the event delay in making any partial shipment is caused by Purchaser, payment for such shipment shall be due on the date Seller notifies Purchaser that Seller is prepared to make such shipment.

Purchaser shall be responsible for the payment of all costs and expenses of collection of all payments due seller, including reasonable attorney's fees, whether or not a lawsuit are actually filed. In the event it should become necessary to file legal action for collection or interpretation of the terms of this agreement, Purchaser and Seller hereby agree that the jurisdiction and venue of any such action are proper in the courts of Garland County, State of Arkansas.

9. **TITLE** - The title to equipment specified herein, and to any and all additions and accessories thereto And substitutions therefore, shall remain with seller until the purchase price thereof is paid in full.

10. **CANCELLATION** - When this proposal becomes a binding contract as hereinabove provided, the Purchaser may cancel the same at any time prior to shipment, but only upon payments to seller of reasonable cancellation charges, which shall include expenses already incurred, the cost to seller of canceling it and Seller's anticipated profit.

11. **WARRANTY** - The original manufacturer warranty will apply on all new equipment and parts Purchased from Seller. New equipment manufactured by Seller is warranty to be free from defects in material and workmanship under normal use and service for a period of one (1) year from the date of shipment; seller's obligation under this warranty being limited to repairing or replacing at its option any part found to its satisfaction to be so defective provided that such part is, upon request, returned to Seller's factory from which it was shipped, transportation prepaid. This warranty does not cover parts damaged by decomposition from chemical action or wear caused by abrasive materials, nor does it cover damage resulting from misuse, accident, neglect, or from Improper operation, maintenance, installation, modification or adjustment. This warranty does not cover parts repaired outside seller's factory without prior written approval. Seller makes no warranty as to starting equipment, electrical apparatus or other material not of its manufacture, since the same are usually covered by warranties of the respective manufacturers thereof.

In the event, notwithstanding the terms of this agreement, it is determined by a court of competent jurisdiction that an express warranty has been given by Seller to Purchaser with respect to performance characteristics of said equipment, Seller's liability for breach of the same shall be limited to accepting return of such equipment F.O.B. plant of manufacture, refunding any amount paid thereon by Purchaser (less depreciation at the rate of 15% per year if Purchaser has used equipment for more than thirty (30) days) and canceling any balance still owing on equipment.



isiWEST

WATER AND WASTEWATER TREATMENT, TRANSFER AND CONTROL EQUIPMENT

4175 Mulligan Dr.

| Longmont CO, 80504

| Phone: 970.535.0571

| www.isiwest.com

EXHIBIT "A" - PAGE 3

INSTRUMENT & SUPPLY, INC. - TERMS AND CONDITIONS OF SALE

12. **COMPLIANCE WITH LAWS** - Purchaser shall be solely responsible for securing any necessary permits under and for compliance with all safety, health and sanitation laws, ordinances and regulations in connection with the installation and operation of the equipment. Purchaser agrees to provide Seller, upon request, with evidence of the securing of

any such permits and of compliance with any such laws, ordinances and regulations, although Seller may rely exclusively on Purchaser's representations, hereby made, that it shall secure permits and comply with such laws, ordinances and regulations.

13. **INDEMNIFICATION** - It is understood that Seller has relied upon data furnished by and on behalf of Purchaser with respect to the safety aspects of the equipment, and that is Purchaser's responsibility to assure that the equipment will, when installed and put in use, be in compliance with safety requirements fixed by law and otherwise legally adequate to

safeguard against injuries or damage to person or property. Purchaser hereby agrees to defend, indemnify and hold harmless Seller, its agents and employees against any and all losses, costs, damages claims, liabilities or expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from any injury or damage to any person or property caused by the inadequacy of safety features, devices or characteristics in the equipment or in the installation, use or operation of the same, except claims for repair or replacement of defective parts as provided in Paragraph 10 hereof.

14. **RISK OF LOSS** - The risk of loss of or damage to the equipment is on Purchaser from and after delivery to Purchaser or to carrier from shipment to Purchaser.

15. **DISCLAIMER OF CONSEQUENTIAL DAMAGES, LIQUIDATED DAMAGES OR PENALTIES**
SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES, LIQUIDATED DAMAGES OR PENALTIES WHETHER OR NOT CAUSED BY SELLER'S NEGLIGENCE. "CONSEQUENTIAL DAMAGES" FOR THE PURPOSE OF THIS AGREEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF USE, INCOME OR PROFIT, OR LOSS OR DAMAGE TO PROPERTY (INCLUDING, BUT WITHOUT LIMITATION, PRODUCTS MANUFACTURED, PROCESSED OR TRANSPORTED BY THE USE OF THE EQUIPMENT) OCCASIONED BY OR ARISING OUT OF THE OPERATION, USE, INSTALLATION, REPAIR OR REPLACEMENT OF THE EQUIPMENT OR OTHERWISE.

16. **GENERAL** -

(a) No modification hereof shall be binding upon Seller unless such modification is in writing signed by a duly authorized representative of Seller.

(b) If any part hereof is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible.

(c) The waiver of the breach of any obligation to be performed by either party hereunder shall not constitute a waiver of any other like or difference breach.

(d) The entire understanding between the parties hereto is as set forth herein and any promises,



isiWEST

WATER AND WASTEWATER TREATMENT, TRANSFER AND CONTROL EQUIPMENT

4175 Mulligan Dr. | Longmont CO, 80504 | Phone: 970.535.0571 | www.isiwest.com

EXHIBIT "A" - PAGE 4

INSTRUMENT & SUPPLY, INC. - TERMS AND CONDITIONS OF SALE

representations, warranties or guarantees not herein contained shall have no force and effect unless in writing, signed by Seller and Purchaser.

Accepted by: _____.

Company Name: _____.

Date: _____.



isiWEST

WATER AND WASTEWATER TREATMENT, TRANSFER AND CONTROL EQUIPMENT

4175 Mulligan Dr.

| Longmont CO, 80504

| Phone: 970.535.0571

| www.isiwest.com

Date: 02-26-2019

TO: All Bidding Contractors
PROJECT: West Yellowstone Lagoon Algae Control budget
ENGINEER:
BID DATE: 02-26-2019
Addendum: isiWEST acknowledges receipt of:
QUOTE# 0219-044-003 (BUDGET)

SCOPE OF QUOTATION

THIS PROPOSAL IS GOVERNED BY AND SUBJECT TO ALL THE TERMS AND CONDITIONS PER ATTACHED EXHIBIT "A".

isiWEST IS PLEASED TO OFFER THE FOLLOWING ITEMS:

We propose to furnish the following items of equipment in accordance with the engineer's plans and specifications and at the price and terms set forth herein.

A. Specification Algae Control

1. One (1) lot of Algae Control US equipment – see below:

West Yellowstone Water Treatment Plant - Option 1 – Small Lagoons with 120VAC at Center of Berm			
Item#	List#	Qty	
120V – Single Quattro Head Kit	40A-40XPSYK120-00	2	
120V-Dual Quattro Head Kit	40A-40XPSYK120-01	1	
Quattro-DB Pwr Cable - 30m	OPCJ0096-L030000	2	
Quattro-DB Pwr Cable - 10m	OPCJ0096-L090000	2	
Shipping Estimate			
Total with estimated shipping			\$15,999.00

Continued on Next Page.....

P.O. BOX 1570

**TOWN OF WEST YELLOWSTONE
MONTANA**

PHONE: 406-646-7795

FAX: 406-646-7511

info@townofwestyellowstone.com

PURCHASE ORDER

Date

Ship Via

Order No. **006374**

Department

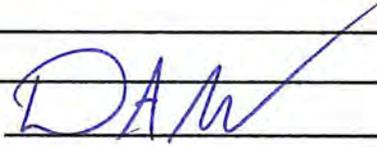
TO: **Aeration Works**

ADDRESS: **5601 Paris Rd, Columbia, MO 65202-9399**

PLEASE FURNISH THE TOWN OF WEST YELLOWSTONE WITH:

Quantity	Description	
1	Material / Installation Cell A ^{membranes} aerators	29,856.00
1	Sludge Profile, Cells A, B, C	22,357.00

Authorized By



Estimated Cost \$ **52,213.00**

Requested By: _____

VENDOR COPY - White OFFICE COPY - Canary **5310-430600-937**



5601 Paris Rd. Columbia, MO. 65202-9399
TELEPHONE (573) 474-9456 FAX (573) 474-6988

EDI Aeration Works PROPOSAL #2019-051 Rev 030419

TO: Camille Miller
Project Engineer

RE: West Yellowstone WWTP
EDI FlexAir™ Aeration Mixing System
Replacement Membranes and Sludge Profile

Dear Camille Miller:

EDI Aeration Works is pleased to offer the following proposal for maintenance of the EDI Aeration Equipment in the Cell A at the West Yellowstone wastewater treatment plant. Per our discussion, this proposal includes new membranes, clamps, ancillary components and installation cost. EDI is also proposing to complete a sludge profile in Cells A, B & C. Pricing is offered individually and can be optimized by combining the two tasks within one mobilization.

Aeration Works is uniquely capable of maintaining EDI equipment. The crews that will be employed on-site have many years of experience servicing all types of diffused aeration systems and have or will furnish all the specialized equipment to service this particular system. Aeration Works will ensure that the maintenance meets all of EDI's specifications and directions.

EDI records show that there are two basins at the West Yellowstone facility and that two different products were installed. The product included in this proposal is the FlexAir Floating lateral system installed in the complete mix zone in Cell A. This is inclusive of (40) FlexAir 88S diffuser assemblies. For reference, each 88S diffuser utilizes (4) one-meter membranes. Two clamps are required to install the membranes.

Material Supply:

The scope of Material Supply includes all material required to complete the work detailed below:

- (160) Replacement Membranes
- (320) Membrane Clamps

Services:

The scope of Installation Services includes labor cost, travel & living expenses and equipment required to complete the following:

Maintenance Complete Mix Cell A

- Replace the existing membranes with new membranes and clamps on all diffusers.
- Inspect the system lateral piping for leaks or other deficiencies. The installation crew can be prepared to replace some of the ancillary components required to eliminate leaks and coarse bubbling that can be easily repaired during the replacement membrane process.
- The scope of service does not include any PE fusion welding.

This proposal has not been published and is the sole property of Environmental Dynamics Inc. It is lent to the borrower for his/her confidential use only. In consideration of this loan, the borrower promises to return it upon request and agrees that it shall not be reproduced, copied, shared, lent, or otherwise disposed of, directly or indirectly, nor used for any purpose other than that for which it is specifically furnished.

Sludge Profile for Cell A, B and C:

A sludge survey will be completed on locations where the laterals and units will be installed. Water depth and sludge level readings will be taken with a sludge judge on gridded increments described below. Purpose of the survey is to determine sludge level between diffusers, as the area below or adjacent to the diffusers may have scoured and mis-represent actual sludge accumulation data.

- Complete Mix Cell A:
 - 16 readings will be taken at locations and points in between the diffusers on a 4x4 grid layout.
- Partial Mix Cell A:
 - 36 readings will be taken at locations and points in between the diffusers on a 9x4 grid layout.
- Partial Mix Cell B
 - 36 readings will be taken at locations and points in between the diffusers on a 9 x 4 grid layout.
- Anaerobic Cell C
 - 96 readings will be taken at locations and points in between the diffusers on an 8 x 12 grid layout.

Upon completion of the survey, EDI will provide a written report detailing our findings. A gridded layout drawing will be included in the report to visually depict sludge readings.

Proposal Notes:

- Proposal assumes (1) onsite trip for membrane replacement and (1) onsite trip for the sludge survey. Pricing can be optimized if both tasks are completed in the same trip by sharing fixed cost like mobilization and equipment.
- Proposal assumes basins are accessible and area is ready for work as detailed above.
- Proposal does not include Davis Bacon wages.
- Proposal is for the maintenance and inspection of EDI's aeration system only.
- Proposal assumes the maintenance team will be allowed to work 10 hours per day until completion
- AW crew will collect and deposit old membranes and other miscellaneous debris close to the basin. Client to arrange for disposal.
- In the event EDI discovers any damage during the installation procedure that is not included in the scope of services, a contract change order can be negotiated and repairs may be completed by the installation crew at the owner's request.
- EDI's standard 12 month warranty applies to materials and workmanship.

Price:

\$ 29,856.00 U.S.D. is the total for Material and Installation for Cell A as detailed above.

\$ 22,357.00 U.S.D. is the total for the Sludge Profile for Cell A, B and C as detailed above.

Carriage paid to destination (FOB1) from Columbia, Missouri to job site. The quoted price is plus all applicable taxes and is firm for 120 days. EDI reserves the right to evaluate pricing after this time period and apply an appropriate inflation factor as current price escalation rates for raw materials are significant.

Payment Terms:

Terms are Net 30 due upon invoice.

An interest charge at a rate no less than prime plus 2% will be assessed on all late payments.

Date: March 5, 2019

EDI Aeration Works



Michael J Korman
Director of Business Development
Aeration Works

¹ FOB definition includes: The Buyer bears all costs and risks of loss of or damage to the goods from designated FOB point.

**Town of West Yellowstone
Wastewater Short Term Upgrades – Mechanical Evaporation Equipment**

RECEIPT OF BIDS: Sealed Bids for the equipment purchase of the **Town of West Yellowstone Mechanical Evaporation Equipment** will be received by the **Town of West Yellowstone**, at **Town of West Yellowstone Offices** located at **440 Yellowstone Avenue, West Yellowstone, MT 59758**, until **4 PM MST on April 1, 2019**, at which time the Bids received will be publicly opened and read.

DESCRIPTION OF WORK: The Project consists of purchasing the mechanical evaporation equipment for the Town of West Yellowstone Wastewater Short Term Upgrades.

OBTAINING CONTRACT DOCUMENTS: Copies of the CONTRACT DOCUMENTS may be obtained on or after March 18, 2019 at the office of the ENGINEER (Rexburg). Upon receiving the Contract Documents, Bidders will be placed on the plan holders list. Acknowledgment on the plan holders list is mandatory for all bidders.

The CONTRACT DOCUMENTS may be examined at the following locations:

Forsgren Associates, Inc.
350 North 2nd East
Rexburg, Idaho 83440
(208) 356-9201

West Yellowstone Town Hall
440 Yellowstone Avenue
West Yellowstone, MT 59758
(406) 646-7795

ADDRESS AND MARKING OF BID: The envelope enclosing the bid shall be sealed and addressed to the **Town of West Yellowstone** and delivered or mailed to **440 Yellowstone Avenue, PO Box 1570, West Yellowstone, MT 59758**. The envelope shall be plainly marked in the upper left-hand corner with the name and address of the bidder and shall bear the words "Bid for," followed by the Project title per the Contract Documents and the date and hour of opening of bids. Refer to "Instructions to Bidders" for additional submittal requirements.

LABOR REQUIREMENTS: The attention of Bidders is directed to the applicable federal and state requirements regarding conditions of employment to be observed.

PROJECT ADMINISTRATION: All questions relative to this project prior to the opening of bids shall be directed, in writing, to the ENGINEER for the project. It shall be understood, however, that no interpretations of the specifications will be made by telephone.

OWNER
Town of West Yellowstone
440 Yellowstone Avenue
West Yellowstone, MT 59758
Telephone: (406) 646-7845

ENGINEER
Forsgren Associates, Inc.
Contact: Dave Noel, P.E.
Telephone: (208) 356-9201
dnoel@forsgren.com

OWNER'S RIGHTS RESERVED: The OWNER reserves the right to waive any informalities or to reject any or all bids, if in the best interest of the OWNER.

Daniel Sabolsky
Town Manager

Publish: West Yellowstone Star
March 15, 2019
March 22, 2019

Bozeman Daily Chronicle
March 17, 2019
March 24, 2019



BID FORM

TOWN OF WEST YELLOWSTONE: SHORT TERM UPGRADES
MECHANICAL EVAPORATION EQUIPMENT

01-19-0955-001

TABLE OF ARTICLES

	Page
ARTICLE 1 - BID RECIPIENT	2
ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS	2
ARTICLE 3 - BIDDER'S REPRESENTATIONS	2
ARTICLE 4 - BASIS OF BID	3
ARTICLE 5 - TIME OF COMPLETION	3
ARTICLE 6 - ATTACHMENTS TO THIS BID	3
ARTICLE 7 - DEFINED TERMS	3
ARTICLE 8 - BID SUBMITTAL	3



BID FORM

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

Town of West Yellowstone, 440 Yellowstone Avenue, Po Box 1570, West Yellowstone, MT 59758

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Buyer in the form included in the Bidding Documents to furnish the Goods and Special Services as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders. The Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Buyer.
- 2.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of its failure to furnish the Goods and Special Services in accordance with the schedule set forth in the Agreement.
- 2.03 Bidder accepts the provisions of the Agreement as to the assignment of the Contract for furnishing Goods and Special Services.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- B. If specified, or if in Bidder's judgment, any local condition may affect cost, progress or the furnishing of Goods and Special Services, Bidder has visited the Point of Destination and become familiar with and is satisfied as to the local conditions that may affect cost, progress, or the furnishing of Goods and Special Services.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and the furnishing of Goods and Special Services.
- D. Bidder has carefully studied and correlated the information known to Bidder, and information and observations obtained from Bidder's visits, if any, to the Point of Destination with the Bidding Documents.
- E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.
- G. Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Buyer.



ARTICLE 4 - BASIS OF BID

4.01 Bidder will furnish the Mechanical Evaporation Equipment in accordance with the Wastewater Short Term Upgrades Plan Set for the following price(s):

BASE BID SCHEDULE

The BASE BID shall consist of the following scope:

NO.	ITEM	UNIT	QTY	UNIT PRICE	CONTRACT PRICE
1	Mechanical Evaporation Equipment	LS	4		
TOTAL OF ALL CONTRACT PRICES				<i>(digits)</i>	\$
				<i>(words)</i>	

ARTICLE 5 - TIME OF COMPLETION

5.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule set forth in Article 5 of the Agreement.

ARTICLE 6 - ATTACHMENTS TO THIS BID

6.01 The following documents are attached to and made a condition of this Bid:

- A. Documents required in the Instructions to Bidders.

ARTICLE 7 - DEFINED TERMS

7.01 The terms used in this Bid have the meanings indicated in the General Conditions. The significance of terms with initial capital letters is described in the General Conditions.

ARTICLE 8 - BID SUBMITTAL

8.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone: _____ Facsimile: _____



BID FORM

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone: _____ Facsimile: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____
(Signature of Corporate Secretary)

Business address: _____

Phone: _____ Facsimile: _____

Date of Qualification to do business is _____.

Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone: _____ Facsimile: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____



Business address: _____

Phone: _____ Facsimile: _____

Phone and Facsimile Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

BASE CONTRACT

for

ENGINEERING SERVICES

April 1, 2019

Town of West Yellowstone, Montana

AND

FORSGREN ASSOCIATES, INC.

TABLE OF CONTENTS

SECTION PAGE

SECTION 1 DESCRIPTION OF WORK2

SECTION 2 TERM OF CONTRACT AND SCHEDULE2

SECTION 3 CONSIDERATION AND PAYMENT2

SECTION 4 NON-EXCLUSIVE RIGHTS3

SECTION 5 CHANGES3

SECTION 6 INDEMNIFICATION4

SECTION 7 WORKERS' COMPENSATION4

SECTION 8 INSURANCE.....4

SECTION 9 PROFESSIONAL RESPONSIBILITY5

SECTION 10 SUSPENSION OF WORK5

SECTION 11 TERMINATION FOR CONVENIENCE5

SECTION 12 EXAMINATION OF WORK5

SECTION 13 PROGRESS5

SECTION 14 OWNERSHIP OF DESIGNS AND DRAWINGS5

SECTION 15 NONDISCLOSURE6

SECTION 16 LAWS AND REGULATIONS6

SECTION 17 PATENT AND COPYRIGHT6

SECTION 18 LIMITATION OF LIABILITY6

SECTION 19 OPINIONS OF PROBABLE COST7

SECTION 20 INDEPENDENT CONTRACTOR.....7

SECTION 21 SUCCESSORS AND ASSIGNMENT7

SECTION 22 RIGHT TO RETAIN SUBCONSULTANT7

SECTION 23 NOTICES.....7

SECTION 24 DISPUTES7

SECTION 25 ACCOUNTING AND AUDITING8

SECTION 26 NONWAIVER.....8

SECTION 27 SEVERABILITY8

SECTION 28 EMPLOYMENT FEES8

SECTION 29 HAZARDOUS MATERIALS8

SECTION 30 GOVERNING LAW9

SECTION 31 ENTIRE AGREEMENT9

SECTION 32 EXECUTION AND EFFECTIVE DATE9

SECTION 33 APPROVALS9

**TOWN OF WEST YELLOWSTONE, MONTANA
AND
FORSGREN ASSOCIATES, INC.**

**BASE CONTRACT
FOR
ENGINEERING SERVICES**

This contract dated the 19th day of March, 2019, is entered into by and between The Town of West Yellowstone, Montana (OWNER) and Forsgren Associates, Inc. (ENGINEER).

RECITAL

A. OWNER and ENGINEER desire to identify certain services to be performed by ENGINEER from time to time pursuant to the terms of this Contract and to reach certain understandings with respect to such services.

AGREEMENT

It is therefore agreed as follows:

SECTION 1. DESCRIPTION OF WORK. This agreement is intended for engineering services requested by the OWNER from the ENGINEER. The ENGINEER agrees to perform condition assessments, needs assessments, feasibility studies, design services, construction management, technical studies, engineering services, and other services as may be mutually agreed to from time to time by OWNER and ENGINEER and as more specifically described in Task Orders (the "work"). Task Orders, which, when executed by OWNER and ENGINEER shall be incorporated into this contract as indicated in the Task Orders. Engineer shall, except as provided otherwise in this contract or in any work release, furnish all supervision, labor and materials, and shall obtain all licenses and permits required for performance of the work.

SECTION 2. TERM OF CONTRACT AND SCHEDULE. The term of this contract shall be from the effective date of the contract through April 1, 2019. The Contract shall thereafter automatically be extended for additional one year terms provided that neither party terminates the contract. Term of work and schedule of work shall be stipulated in each Work Release.

SECTION 3. CONSIDERATION AND PAYMENT.

- 3.1 For satisfactory performance of the work, OWNER will pay ENGINEER consideration determined in accordance with Work Releases executed by the OWNER and the ENGINEER.
- 3.2 Compensation for engineering services shall be made in accordance with one of the three following methods: Compensation will be either 1) a negotiated lump sum, or 2) a cost reimbursement basis from actual time and expenses charged at the hourly rates indicated

in the Work Release, or 3) a cost reimbursement basis for direct labor from actual time charged plus an audited overhead rate plus a negotiated fixed fee representing profit on the work.

The specific method for compensation and associated engineering services to be rendered for such compensation shall be as outlined in each Work Release incorporating this contract.

- 3.3 Work releases will not exceed a total fee of \$100,000 without reconsideration the terms and conditions by the OWNER.
- 3.3 All invoices submitted to OWNER for work performed shall contain references to the date of this contract and the number of the Work release issued for said work. ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request. Payment shall be made as outlined in each Work Release to this contract.
- 3.4 ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices. OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate one and five-tenths percent (1.5%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within forty-five (45) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.
- 3.5 If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

SECTION 4. NON-EXCLUSIVE RIGHTS. Nothing in the contract is to be construed as granting to ENGINEER exclusive rights to perform any or all of OWNER's requirements of the type contemplated hereunder.

SECTION 5. CHANGES. OWNER may at any time, by written direction, require additional work within the general scope of a work release, or any amendment thereto, direct the omission of or variation in work, or alter the schedule. If such direction results in a material change in the amount or character of the work, an equitable adjustment in the work release price and other such provisions of the work release as may be affected shall be made and the work release shall be modified in writing accordingly. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement or the work release.

Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the work release modified accordingly.

SECTION 6. INDEMNIFICATION. The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the ENGINEER's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the ENGINEER is legally liable. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively, ENGINEER) against all damages, liabilities or costs including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

SECTION 7. WORKERS' COMPENSATION. ENGINEER shall comply with all applicable Workers' Compensation and Employer's Liability Acts in the states having jurisdiction and shall furnish proof thereof satisfactory to OWNER when requested.

SECTION 8. INSURANCE. Without limiting any liabilities or any other obligations of ENGINEER, ENGINEER shall, prior to commencing work, secure and continuously carry with insurers the following insurance coverage: Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$750,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$750,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$750,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. In addition ENGINEER shall maintain a general aggregate of \$1,500,000. Upon request, OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for the claims covered by ENGINEER's insurance.

SECTION 9. PROFESSIONAL RESPONSIBILITY. The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances with respect to

work similar to that contemplated hereunder at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services. In the event of ENGINEER's failure to observe and adhere to this standard, ENGINEER shall, upon notice from OWNER, promptly reperform the work at ENGINEER's sole cost.

SECTION 10. SUSPENSION OF WORK. OWNER may, by written notice, direct ENGINEER to suspend performance of any or all of the work for a specified period of time. If such suspension is not occasioned by the fault or negligence of ENGINEER, the notice may be modified to compensate ENGINEER for extra costs incurred due to said suspension, provided that any claim for adjustment is supported by appropriate cost documentation and asserted within twenty (20) calendar days after the date OWNER issues an order for resumption of the work. Upon receipt of such notice, ENGINEER shall a) discontinue work, b) place no further orders or subcontracts, c) suspend all orders and subcontracts, d) protect and maintain the work, and e) otherwise mitigate OWNER's costs and liabilities for those areas of work suspended.

SECTION 11. TERMINATION FOR CONVENIENCE. OWNER or ENGINEER may terminate any work release, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

SECTION 12. EXAMINATION OF WORK. All work will be subject to examination at any reasonable time or times by OWNER, which shall have the right to reject unsatisfactory work. Neither examination of work nor the lack of same nor acceptance of the work by OWNER nor payment therefor shall relieve ENGINEER from any of its obligations under this contract.

SECTION 13. PROGRESS. ENGINEER shall submit periodic progress reports as reasonably requested by OWNER. OWNER, its agents or representatives, may visit ENGINEER's office at any reasonable time to determine status of ongoing activities required by this contract.

SECTION 14. OWNERSHIP AND REUSE OF DESIGNS AND DRAWINGS. All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents and associated data for its use, information, and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

SECTION 15. NONDISCLOSURE. ENGINEER will not divulge to third parties without the prior consent of OWNER any information obtained from or through OWNER in connection with the performance of this contract. Unless waived by OWNER, ENGINEER shall require its employees and subcontractors of any tier to adhere to these nondisclosure terms.

SECTION 16. LAWS AND REGULATIONS. ENGINEER shall at all times comply with all applicable laws, statutes, rules, regulations, and ordinances, including without limitation those governing wages, hours, desegregation, employment discrimination, and safety. In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity, and other employment, statutes and regulations

SECTION 17. PATENT AND COPYRIGHT.

17.1 INDEMNITY. ENGINEER shall indemnify, defend, and hold harmless the Owner against and from all claims, losses, costs, suits, judgments, damages, and expenses, including attorneys' fees, of any kind of nature whatsoever on account of infringement of any patent, copyrighted work, secret process, trade secret, unpatented invention, section, or otherwise, including claims thereof pertaining to, or arising from ENGINEER's performance under this contract.

17.2 Should ENGINEER's employees, officers, agents, subcontractors of any tier, or anyone of a like nature in the performance of the work or as a result of performing the work, develop any trade secret, prepare any copyrighted material, make any improvement, originate any invention, develop any process or otherwise, such trade secret, copyright, improvement, invention, or process shall be the property of ENGINEER, but ENGINEER shall grant or cause to be granted to OWNER the right and/or license to permanently use, or cause to be used for the benefit of OWNER any such trade secret, copyright, improvement, design, invention, or process in any manner for so long as OWNER desires to use same for OWNER's own internal use.

SECTION 18. LIMITATION OF LIABILITY. ENGINEER shall procure and maintain insurance as required and set forth above. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER'S officers, directors, partners, employees, agents, and ENGINEERS's Consultants, and any of them, to OWNER and anyone claiming, by, through, or under OWNER for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of ENGINEER or ENGINEER'S officers, directors, partners, employees, agents, or ENGINEER'S Consultants, or any of them (hereinafter "OWNERS Claims"), shall not exceed the ENGINEER'S insurance actually covering the liability plus the greater of \$25,000 or the total compensation received by ENGINEER hereunder if the liability is covered by the ENGINEER'S insurance. OWNER hereby releases and holds harmless ENGINEER and its employees from any liability above such amounts as set forth herein.

SECTION 19. OPINIONS OF PROBABLE COST. Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

SECTION 20. INDEPENDENT CONTRACTOR. ENGINEER shall perform the work as an independent contractor, and all persons employed by ENGINEER in connection herewith shall be employees of ENGINEER, and not employees of OWNER in any respect.

SECTION 21. SUCCESSORS AND ASSIGNMENT. OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

SECTION 22. RIGHT TO RETAIN SUBCONSULTANTS. The ENGINEER may use the services of subconsultants when, in the ENGINEER's sole opinion, it is appropriate and customary to do so. Such persons and entities include but are not limited to, surveyors, specialized consultants and testing laboratories. The ENGINEER's use of other consultants for additional services shall not be unreasonably restricted by the OWNER provided the ENGINEER notifies the OWNER in advance.

SECTION 23. NOTICES. Any notice by either party to the other hereunder shall be served if delivered in person, to the office of the representative authorized and designated in writing to act for the respective party, or; if deposited in the mail, properly stamped with the required postage and addressed to the office of such representative. Either party may change its representative or address by giving the other party written notice of such change. Unless otherwise notified, notices shall be given as follows:

Daniel Sabolsky, Town Manager
West Yellowstone, MT
440 Yellowstone Ave
P.O. Box 1570
West Yellowstone, MT 59758

Kevin Harris, P.E.
Forsgren Associates, Inc.
350 North 2nd East
Rexburg, Idaho 83440

SECTION 24. DISPUTES. Unless otherwise provided in this Contract, all claims, counter-claims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Contract or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

SECTION 25. ACCOUNTING AND AUDITING. ENGINEER shall keep accurate and complete records in support of all remuneration paid hereunder in accordance with generally

recognized accounting principles and practices. OWNER, or its audit representative, shall have the right at any reasonable time to examine, audit, and reproduce all records pertaining to costs, including but not limited to payrolls, employees' time sheets, invoices, and all other evidence of expenditures for the work. Such records shall be available for one (1) year after completion of the work.

SECTION 26. NONWAIVER. The failure of OWNER to insist upon or enforce strict performance by ENGINEER of any of the terms of this contract or to exercise any rights herein shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

SECTION 27. SEVERABILITY. Any provisions of this contract prohibited, or rendered unenforceable by local, state, or federal law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this contract.

SECTION 28. EMPLOYMENT FEES. In the event the OWNER hires directly any employee of the ENGINEER within one year after final payment on this contract, the OWNER agrees to reimburse ENGINEER a monetary amount equal to six months wages for the employee so hired by OWNER as an employment fee. The employment fee shall be calculated as six times the gross monthly full time wages as paid by the ENGINEER prior to the hiring.

SECTION 29. HAZARDOUS MATERIALS. OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other

dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

SECTION 30. GOVERNING LAW. This contract shall be interpreted in accordance with the substantive and procedural laws of the State of Montana.

SECTION 31. ENTIRE AGREEMENT. This contract and any referenced attachment constitute the complete agreement between the parties.

SECTION 32. EXECUTION AND EFFECTIVE DATE. This contract has been executed by duly authorized representatives of the parties and shall be effective as of the date first written.

SECTION 33. APPROVALS. IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this contract in duplicate on the respective date indicated below:

(SEAL)

OWNER

Town of West Yellowstone, Montana

By: _____

ATTEST: _____

Name: _____

Title: _____

Title: _____

Date: _____

(SEAL)

ENGINEER

FORSGREN ASSOCIATES, INC.

By: _____

Kevin Harris, P.E.

ATTEST: _____

Name: _____

Title: Division Manager

Title: _____

Date: _____

BASE AGREEMENT
“TASK ORDER 901-0001”

This Task Order pertains to the Base Agreement by and between Town of West Yellowstone, Montana (“Owner”), and Forsgren Associates, Inc. (“Engineer”), dated March 19, 2019, (“Base Agreement”). ENGINEER shall perform services related to Task Order 1 (“Project”) described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the Project described below.

PROJECT NUMBER:01-19-0XXX-901-0001

PROJECT NAME:..... Task Order 1

PART 1.0 PROJECT DESCRIPTION:

Preparation of a water model for the culinary water system including storage tanks, source water wells, and pressurized distribution system. Model analysis will include average day, max month, and fire flow evaluation.

PART 2.0 SCOPE OF SERVICES

200 – Engineering Services

The Engineer agrees to prepare a water model in Water GEMS using the available distribution mapping and flow demand values provided by the Town of West Yellowstone. The Engineer anticipates this assessment may review existing mapping, historical fire flow testing data, and historical demand data. The deliverable product will include a printed map of the distribution system, and printed model data set for the current average day, max month, and fire flow evaluation. The working copy of the model will be retained by the engineer.

PART 3.0 ADDITIONAL SERVICES, NOT PART OF BASIC SERVICES:

Other services as requested by Owner throughout this project shall be performed upon agreement of the scope of services and issuance of a written notice to proceed. The Engineer shall be compensated for such services based on current hourly billing rates including overhead and profit or by other means as agreed in writing.

PART 4.0 OWNER’S RESPONSIBILITIES:

The Owner agrees to provide design criteria as appropriate, provide historical records, subdivision records, videos, documentation, previous designs, etc. as required by the Engineer.

PART 5.0 PERIOD OF SERVICE:

Upon receipt of written authorization to proceed, Engineer agrees to perform the services according to the following schedule

The period of service will be 45 days following execution of this Task Order.

It is understood the Engineer has limited control of the length of time for review by the Owner or other regulatory agency. If delays in the project are experienced due to review by the Owner or any regulatory agency, the Engineer will not be held responsible for those delays nor will the period of service apply to that time.

PART 6.0 SUBCONSULTANT’S COMPENSATION FOR SERVICES:

Compensation for ENGINEER’S services under this Agreement shall be Lump Sum of \$25,000. Reimbursable expenses incurred in connection with such services shall be included in ENGINEER’S compensation. Additional scope tasks will be provided on a Time and Material basis in accordance with the Rate Table provided in the Base Contract and as directed by the Town of West Yellowstone.

Ordinary reimbursable expenses defined as local transportation, computer usage, copies, telephone, postage, shall be added to the time and materials tasks in the form of a \$5 per billed manhour and labeled a Reimbursable Project Expense.

Compensation terms are defined as follows:

Time and materials shall mean a rate extracted from the Title Code Rate Schedule for a specific labor category that includes direct labor cost, indirect labor cost, and profit.

Extra ordinary Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for travel, subconsultants, subcontractors, equipment rental, shipping and express, and other incurred expense.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER’S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If changes in the specified dates for completion are attributable to the OWNER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER’S compensation shall be equitably adjusted through negotiation by the OWNER and the ENGINEER.

IN WITNESS WHEREOF, the parties have executed this Task Order as of the day and year first written above.

FORSGREN ASSOCIATES, INC.
“FORSGREN”

TOWN OF WEST YELLOWSTONE, MT
“OWNER”

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

BASE AGREEMENT
“TASK ORDER 901-0002”

This Task Order pertains to the Base Agreement by and between Town of West Yellowstone, Montana (“Owner”), and Forsgren Associates, Inc. (“Engineer”), dated March 19, 2019, (“Base Agreement”). ENGINEER shall perform services related to Task Order 1 (“Project”) described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the Project described below.

PROJECT NUMBER:01-19-0XXX-901-0001
PROJECT NAME:..... Task Order 2

PART 1.0 PROJECT DESCRIPTION:

Preparation of a wastewater facility planning study including treatment and collections.

PART 2.0 SCOPE OF SERVICES

200 – Engineering Services

See Exhibit A.

PART 3.0 ADDITIONAL SERVICES, NOT PART OF BASIC SERVICES:

Other services as requested by Owner throughout this project shall be performed upon agreement of the scope of services and issuance of a written notice to proceed. The Engineer shall be compensated for such services based on current hourly billing rates including overhead and profit or by other means as agreed in writing.

PART 4.0 OWNER’S RESPONSIBILITIES:

The Owner agrees to provide design criteria as appropriate, provide historical records, subdivision records, videos, documentation, previous designs, etc as required by the Engineer.

PART 5.0 PERIOD OF SERVICE:

Upon receipt of written authorization to proceed, Engineer agrees to perform the services according to the following schedule

The period of service will be 120 days following execution of this Task Order.

It is understood the Engineer has limited control of the length of time for review by the Owner or other regulatory agency. If delays in the project are experienced due to review by the Owner or any regulatory agency, the Engineer will not be held responsible for those delays nor will the period of service apply to that time.

PART 6.0 SUBCONSULTANT’S COMPENSATION FOR SERVICES:

Compensation for ENGINEER’S services under this Agreement shall be Lump Sum of \$75,000. Reimbursable expenses incurred in connection with such services shall be included in ENGINEER’S compensation. Additional scope tasks will be provided on a Time and Material basis in accordance with the Rate Table provided in the Base Contract and as directed by the Town of West Yellowstone.

Ordinary reimbursable expenses defined as local transportation, computer usage, copies, telephone, postage, shall be added to the time and materials tasks in the form of a \$5 per billed manhour and labeled a Reimbursable Project Expense.

Compensation terms are defined as follows:

Time and materials shall mean a rate extracted from the Title Code Rate Schedule for a specific labor category that includes direct labor cost, indirect labor cost, and profit.

Extra ordinary Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for travel, subconsultants, subcontractors, equipment rental, shipping and express, and other incurred expense.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER’S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If changes in the specified dates for completion are attributable to the OWNER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER’S compensation shall be equitably adjusted through negotiation by the OWNER and the ENGINEER.

IN WITNESS WHEREOF, the parties have executed this Task Order as of the day and year first written above.

FORSGREN ASSOCIATES, INC.

TOWN OF WEST YELLOWSTONE, MT

“FORSGREN”

“OWNER”

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Exhibit A
SCOPE OF WORK FOR
TOWN OF WEST YELLOWSTONE
WASTEWATER TREATMENT FACILITY AND COLLECTION SYSTEM
FACILITIES PLANNING STUDY

PROJECT

Facilities Planning Study (FPS) Update for the Town of West Yellowstone WWTP and Wastewater Collection System

PURPOSE

This project will provide the Town with a Facility Planning Study for the wastewater treatment and collection system. The primary goal is to determine the course of action required for long term compliance with DEQ discharge requirements.

BACKGROUND

The Town owns and operates the wastewater treatment facility, which receives and treats wastewater from The Town of West Yellowstone. New NPDES limits for the discharge became effective in 2018. The new permit includes a nitrogen limit in the discharge, and additional monitoring requirements for typical wastewater parameters in both the influent and effluent streams. Facility observations during the summer of 2018 revealed severe deterioration of the aeration system, the lagoon liners, as well as the infiltration facilities. Additionally, the town has been unable to allow commercial development due to wastewater capacity limitations.

This FPS will review treatment options and present alternatives that will allow the Town to meet current and potential future discharge limits. The conclusion will include a proposed preferred alternative. The FPS will also review the collection system, with particular attention to deteriorating lines, sagging lines, capacity restrictions, and will present recommended improvements.

SCOPE OF SERVICES

Consultant will provide engineering services to complete a Facilities Planning Study Update for the wastewater collection and treatment systems. The study will be completed in accordance with the State of Montana Department of Environmental Quality (DEQ) guidance for facilities planning. The scope of services are organized by tasks identified in the DEQ FPS guidance outline. These tasks are coordinated with the schedule to produce the wastewater treatment components/preferred alternative ahead of the collection component portion of the FPS.

Because the FPS is organized to be completed in two components or phases, a majority of the Section 2 tasks are duplicated in Section 3 with much of the work completed for Section 2.1 wastewater treatment tasks are also incorporated into Section 3.1 Wastewater Collection System FPS tasks (i.e. Define project need, and review planning area; Review demographics and population projections; Review wastewater flows, current and projected; and Define design criteria for future conditions). The specific tasks of both components of the project are as described below.

TASK 1 – PROJECT MANAGEMENT

1.1 Project Coordination/Invoicing

- 1.2 Meetings (kickoff, progress, council)
- 1.3 Progress Reports

TASK 2 – WASTEWATER TREATMENT FACILITY FPS

- 2.1 Review Planning Information
 - 2.1.1 Define project need, and review planning area
 - 2.1.2 Review demographics and update population projections (demographic review includes an evaluation of the seasonal and transient population incident to West Yellowstone)
 - 2.1.3 Review and update wastewater flows, current and projected
 - 2.1.3.1 The flow analysis will include a breakdown of the total occupied capacity - split amongst the contributors with an available balance.
 - 2.1.4 Review and update wastewater quality data
 - 2.1.5 Review effluent limits, current and potential
 - 2.1.6 Define design criteria for future conditions
- 2.2 Evaluate Existing Treatment System
 - 2.2.1 Review existing performance data, including electrical usage information
 - 2.2.2 Visit site to review condition of treatment system components
- 2.3 Develop Alternatives for Treatment System Upgrades based on current and future flow conditions with the current NPDES permit requirements. Alternative to be developed include:
 - 2.3.1 No action alternative
 - 2.3.2 Optimum operation of existing facilities
 - 2.3.3 Conventional technologies
 - 2.3.4 Alternative technologies
 - 2.3.5 Innovative technologies
 - 2.3.6 Staged construction
 - 2.3.7 Reuse alternatives
- 2.4 Evaluate Alternatives and Select Preferred Alternative
 - 2.4.1 Evaluate and compare alternatives for non-financial factors, including complexity, reliability, energy requirements, implementability, operations, environmental evaluation, and views of the public and concerned interest groups.
 - 2.4.2 Evaluate and compare alternatives for financial factors, including monetary costs including life cycle costs, reserve capacity, demonstration of financial capability, and capital financing plan.
 - 2.4.3 Select preferred alternative for implementation. The preferred alternative will include a list of corrective actions for each of the system deficiencies identified. This list will be organized into a capital project implementation plan. If administrative or system maintenance projects are identified, these items will also be organized into an implementation schedule.
- 2.5 Perform Basic Environmental Analysis
 - 2.5.1 Review environmental information for preferred alternative (such as environmental information, historical and archaeological sites, floodplains and wetlands, agricultural lands, wild and scenic rivers, fish and wildlife protection, air quality, water quality and quantity) to determine if further detailed environmental review is required. It is anticipated to complete the necessary effort for a determination of “Categorical Exclusion.”

- 2.6 Develop Preferred Alternative Implementation Plan, including:
 - 2.6.1 Costs and funding alternatives
 - 2.6.2 Schedule
 - 2.6.3 Financial feasibility review
 - 2.6.4 Implementation phasing and schedule
- 2.7 Provide Draft Report, Conduct Review Meeting, and Incorporate Comments
- 2.8 Provide Final Report
- 2.9 Coordinate DEQ Review

TASK 3 – WASTEWATER COLLECTION SYSTEM FPS UPDATE

- 3.1 Review Planning Information
 - 3.1.1 Define project need, and review planning area
 - 3.1.2 Review demographics and update population projections (demographic review includes an evaluation of the seasonal and transient population incident to the Town of West Yellowstone)
 - 3.1.3 Review and update wastewater flows, current and projected
 - 3.1.3.1 The flow analysis will include a breakdown of the total occupied capacity - split amongst the contributors with an available balance.
 - 3.1.4 Define design criteria for future conditions
- 3.2 Evaluate Existing Collection System
 - 3.2.1 Visit site to review condition of collection system components, including lift stations
 - 3.2.2 Review hydraulic capacity of key system components
- 3.3 Develop Alternatives for Collection System Upgrades, including:
 - 3.3.1 No action alternative
 - 3.3.2 Optimum operation of existing facilities
 - 3.3.3 Conventional collection methods
- 3.4 Evaluate Alternatives and Select Preferred Alternative
 - 3.4.1 Evaluate and compare alternatives for non-financial factors, including complexity, reliability, energy requirements, implementability, operations, environmental evaluation, and views of the public and concerned interest groups.
 - 3.4.2 Evaluate and compare alternatives for financial factors, including monetary costs including life cycle costs, reserve capacity, demonstration of financial capability, and capital financing plan.
 - 3.4.3 Select preferred alternative for implementation. The preferred alternative will include a list of corrective actions for each of the system deficiencies identified. This list will be organized into a capital project implementation plan. If administrative or system maintenance projects are identified, these items will also be organized into an implementation schedule.
- 3.5 Perform Basic Environmental Analysis
 - 3.5.1 Review environmental information for preferred alternative (such as environmental information, historical and archaeological sites, floodplains and wetlands, agricultural lands, wild and scenic rivers, fish and wildlife protection, air quality, water quality and quantity) to determine if further detailed environmental review is required. It is anticipated to complete the necessary effort for a determination of “Categorical Exclusion.”

- 3.6 Develop Preferred Alternative Implementation Plan, including:
 - 3.6.1 Costs and funding alternatives
 - 3.6.2 Schedule
 - 3.6.3 Financial feasibility review
 - 3.6.4 Implementation phasing and schedule
- 3.7 Provide Draft Report, Conduct Review Meeting, and Incorporate Comments
- 3.8 Provide Final Report
- 3.9 Coordinate DEQ Review

TASK 4 – FUNDING ASSISTANCE

- 4.1 Coordinate Wastewater Treatment FPS Funding by summarizing potential funding sources and strategies based on the preferred alternative and implementation schedule
- 4.2 Coordinate Wastewater Collection System FPS Funding by summarizing potential funding sources and strategies based on the preferred alternative and implementation schedule

TASK 5 – ADDITIONAL SERVICES

- 5.1 In the event that a determination of “Categorical Exclusion” is inadequate for the Preferred Alternative for either the Water Reclamation FPS update (Task 2.5) or the Wastewater Collection System FPS update (Task 3.5), and either a “Finding of No Significant Impact” (FONSI) or an Environmental Information Document (EID) is required. The effort to complete the necessary document will be negotiated at that time.

BUDGET

The budget for this scope of work is shown in the table below.

Task	Description	Value
1	Project Management	\$5,000
2	Wastewater Facility FPS	\$45,000
3	Wastewater Collection System FPS	\$25,000
	Total	\$75,000



PIONEER PARK PAVILION RESERVATION

Application and Permit

The Town of West Yellowstone owns a pavilion located on the south side of Pioneer Park on Firehole Avenue (US Highway 20). The use of the premises is a privilege and an application is required to reserve the pavilion. The Town Council allows this use with the understanding that you will provide for a safe and clean event. The applicant is responsible for the activities and actions of everyone who attends the event. The Town may pursue civil and criminal penalties should you fail to maintain appropriate conduct and to keep the premises clean.

This permit may be revoked at any time, including during the event, if the event/function is in violation of Town ordinances or state statutes. The Police Department shall have the right to patrol the event area and to make investigative inquiry, if necessary.

In the event that the conditions of the permit are not met, you may be barred from further permits. **If alcohol will be consumed on the premises during the event, a resolution must be passed by the Town Council to allow for open containers in Pioneer Park. Requests for allowing alcohol use must be submitted to the Town thirty (30) calendar days prior to the event.**

In making this application you agree to all of the following conditions:

1. No alcohol will be served or in possession unless the open container ordinance is waived by the Town Council.
2. Provide for the orderly conduct of the event.
3. Hold the Town, its employees, and agents, harmless and indemnify it from all causes of action, claims, judgments, costs, attorney's fees, and forfeitures arising out of the conduct of the event.
4. Responsible for the immediate cleanup and restoration of the area upon which the event was conducted.



PIONEER PARK PAVILION RESERVATION

Policy and Fee Schedule for Facility Use

The pavilion at Pioneer Park is available to rent from May 15th to September 30th and is offered by reservation in two (2) time blocks: 8:00 a.m. – 2:00 p.m. or 2:30 p.m. – 10:00 p.m. Between October 1st and May 14th, the pavilion may be used on a first come, first served basis each day unless a Kids N Snow event is scheduled during that weekend. You will be charged for each block of time reserved, at the following rates:

\$25.00 per block (resident) or
\$50.00 all-day (resident)
\$35.00 per block (non-resident) or
\$70.00 all-day (non-resident)

- The opening and closing dates of the rental season are weather dependent and may be adjusted as needed by the Town.
- The pavilion can be reserved a maximum of six (6) months in advance and must be reserved a minimum of two (2) business days in advance.
- To check the availability of dates or for any questions, please call the Town Offices at **406-646-7795**, email info@townofwestyellowstone.com, or come to the West Yellowstone Town Office (440 Yellowstone Ave.) in person during regular business hours. The reservation application and required fee payments may be completed in person or online at <http://www.townofwestyellowstone.com>.

NOTE: All park reservation fees are non-refundable and non-transferable.



PIONEER PARK PAVILION RESERVATION Application

All applications must be made to the Town of West Yellowstone. Permits are granted on a first come, first served basis.

- Applicant Name (printed): _____
- Phone Number: _____
- Applicant Address: _____
- Will the Applicant be attending the event: Y N (circle one)
 - If "No," name and phone number of "Person in Charge" of the event:

(Printed Name)

(Contact Phone Number)

- Date of Event: _____
- Time of Event: _____ to _____
- Type of Event: _____

I, _____ the undersigned applicant hereby confirm that all statements made above are true and correct to the best of my knowledge. I agree to be bound by the above representations and do so in consideration of the issuance of this permit.

Signature of Applicant Date: _____

APPROVED BY:

Date: _____

Title: _____

Town of West Yellowstone
MAP Fund Advisory Board Meeting Minutes
2.14.19 at 11:00am at the Povah Center

Present: John, Gloria, Steve, Marysue, Janna, Jerry, Kim

Agenda:

1. Public Comment
2. Approve 1.10.19 Meeting Minutes
3. Review Financials
4. 12:10pm Review Support of SkyWest Service to W. Yell. App- \$15,000
5. New Business/ Updates
6. Next Proposed Meeting: Thurs. 3.14.19

Action items in red

Meeting called to order 11:00am

Public Comment- None

Approved 1.10.19 Meeting Minutes (Marysue, Gloria) **John will email Minutes to Liz.**

Reviewed Financials

1. Marysue thought some CEPC (Confirmation of Event or Project Completion) funds to be returned to the Fund might not be accounted for. John mentioned 2 CEPC's that might not have been accounted for. **Marysue will attempt to confirm if any CEPC amounts need to be added back into the Fund.**
2. John explained that completion of the CEPC document is responsibility of Board member event or project manager and Fund applicant, when they haven't used all awarded funds at event or project completion. Doc is to be completed and emailed to John and Marysue to properly record unused funds on Financials. **John will email all Board members an updated CEPC doc.**
3. Funds available at this time approximately \$35,840.
4. Financial report approved. (John, Steve)

12:10pm Reviewed Support of SkyWest Service to W. Yell. App- \$15,000

1. Marysue presented the App. MDT agreed to 1 week earlier in May and 2 weeks later in October service.
2. Jerry asked if request for funds was going to be an annual request. Marysue said most likely not, but this request is a two year commitment by SkyWest for 2019 and 2020.
3. Marysue emphasized that hotels will be asked to add a local link to their website reservation pages to spread awareness of extended service season.
4. The Chamber and SkyWest marketing people will meet to decide details of budget line item expenses.
5. Board voted to recommend approval of \$15,000. (Janna, Gloria). Marysue recused herself.
6. Board member responsible for overseeing project: Janna
- 7. John will email Recommendation for Approval to Liz and ask her to add to next Council's agenda (1.19 or 1.26.19)**

New Business/Updates

1. Via email request and discussion w/ Marysue, Skijor West (Brian and Ashley) asked if they could move \$3000 of their previously approved marketing funds from print or radio advertising to the winners' purse.

- The Board discussed the request. Moving previously awarded funds around w/in approved marketing expenditures is ok.
- Marysue will notify Brian and Ashley the expense change request is ok, and ask them to submit a revised budget that identifies from what advertising expense they'll move funds to the purse.

Next meeting Thurs. 3.14.19 at noon at the Povah Center. John will notify Liz and Brandy.

Adjourned 11:47pm

Meeting Minutes approved on 3.14.19 as submitted by John Greve, MAPFAB Secretary