

# Town of West Yellowstone

**Tuesday, September 17, 2024**

**West Yellowstone Town Hall, 440 Yellowstone Avenue**

**The Town Council work session/meeting will be conducted in person and virtually using ZOOM, connect at zoom.us or through the Zoom Cloud Meetings mobile app.**

**Meeting ID: 893 834 1297.**

## **TOWN COUNCIL WORK SESSION – 5:30 PM**

Fir Ridge Cemetery Expansion

Discussion

## **TOWN COUNCIL MEETING – 7:00 PM**

Pledge of Allegiance

Comment Period

- Public Comment
- Council Comments

Treasurer's & Securities Reports

Purchase Orders

Claims

Business License Applications:

Consent Agenda

Minutes: **September 3, 2024 Town Council Meeting**

Town Manager & Staff Reports

Advisory Board Reports

### **NEW BUSINESS**

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Marketing and Promotions Fund Award Recommendations

Discussion/Action

- MT League of Cities & Towns Conference Events, Oct. 2-5, 2024, \$10,600
- Wildfire Defense Race Series, 2025 Events, \$23,700
- 2025 Big Event: Wild West Winter Block Party, \$100,000

Gallatin County Law Enforcement Memorandum of Understanding

Discussion/Action

Ordinance No. 277, Zoning Code-Accessory Dwelling Units, 1<sup>st</sup> Reading

Discussion/Action

Ordinance No. 278, Tourism Business Improvement District Update, 1st Reading

Discussion/Action

Correspondence/FYI/Meeting Reminder



**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.

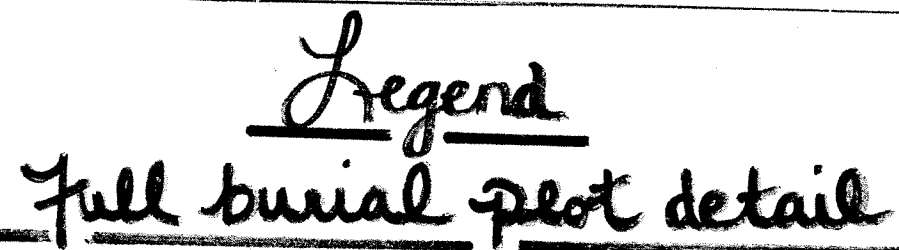
- No member of the public shall be heard until recognized by the presiding officer.
- Public comments related to non-agenda items will only be heard during the Public Comment portion of the meeting unless the issue is a Public Hearing. Public comments specifically related to an agenda item will be heard 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 Town 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 prior to regular Tuesday meetings and occasionally on other mornings and evenings. Work sessions also take place at the Town Hall located at 440 Yellowstone Avenue.
- The schedule for Town Council meetings and work sessions is detailed on an agenda. The agenda is a list of business items to be considered at a meeting. Copies of agendas are available at the entrance to the meeting room.
- Agendas are published at least 48 hours prior to Town Council meetings and work sessions. Agendas are posted at the Town Offices and at the Post Office. In addition, agendas and packets are available online at the Town's website: [www.townofwestyellowstone.com](http://www.townofwestyellowstone.com). Questions about the agenda may be directed to the Town Clerk at (406) 646-7795 or [eroos@townofwestyellowstone.com](mailto:eroos@townofwestyellowstone.com).
- Official minutes of Town Council meetings are prepared and kept by the Town Clerk and are reviewed and approved by the Town Council. Copies of approved minutes are available at the Town Clerk's office or on the Town's website: [www.townofwestyellowstone.com](http://www.townofwestyellowstone.com).



# West Yellowstone, Montana



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TOWN OF WEST YELLOWSTONE  
Claim Approval List  
For the Accounting Period: 9/24

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Report ID: AP100

\* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
51585		266 Utilities Underground Location	27.52					
	4085382	08/31/24 excavation notifications	13.76		WATER	5210 430500	357	101000
	19652	08/31/24 excavation notifications	13.76		SEWER	5310 430600	357	101000
51587		2575 WY Tourism Business Improvement	60,135.03					
	09/01/24	Collections in August 2024	60,135.03		TBID	7202 411800	540	101000
51588	E	2964 CITI CARDS	1,545.64					
	12836	07/01/24 Praetorian-PolicelJobposting	328.00		ADMIN	1000 410210	327	101000
	08/06/24	Food roundupTC	31.22		LEGIS	1000 410100	220	101000
	08/06/24	Ernies TC meeting	308.89		LEGIS	1000 410100	220	101000
	08/16/24	GallatinCntyBotanicalSumRec	359.25		SUMREC	1000 460449	871	101000
	08/20/24	Firehole BarBQueTCMeeting	173.86		LEGIS	1000 410100	220	101000
	08/24/24	RexburgRapids SumRec AwesomeAd	256.00		SUMREC	1000 460449	871	101000
	09/03/24	Wild West PizzeriaTCMeetint	88.42		LEGIS	1000 410100	220	101000
51590		151 Gallatin County WY TS/Compost	3,717.00					
	08/31/24	Household waste	3,717.00		PARKS	1000 460430	534	101000
51592		2845 Kasting, Kauffman & Mersen, PC	9,120.08					
	09/04/24	legal services 8/1-8/31/24	8,998.32		LEGAL	1000 411100	352	101000
	09/04/24	Misc	3.44		LEGAL	1000 411100	870	101000
	09/04/24	travel	118.32		LEGAL	1000 411100	373	101000
51593	E	2673 First Bankcard	3,417.45					
	08/07/24	USPS - Postage	117.36		FINADM	1000 410510	311	101000
	712269	08/12/24 MTWhitewaterSumRecAdventure	1,978.00		SUMREC	1000 460449	871	101000
	08/12/24	MTLeagueRegistraionsDW&LR	420.00		ADMIN	1000 410210	380	101000
	08/21/24	TownEnvelopespostage	730.00		FINADM	1000 410510	311	101000
	08/21/24	TownEnvelopes	168.10		FINADM	1000 410510	220	101000
	08/22/24	Supplies	3.99		FINADM	1000 410510	220	101000
51594	E	2673 First Bankcard	1,435.18					
	08/31/24	Books	1,435.18		LIBRY	2220 460100	215	101000
	09/13/24	Books	0.00		LIBRY	2220 460100	215	101000
	09/17/24		0.00		LIBRY	2220 460100	220	101000
	09/17/24		0.00		LIBRY	2220 460100	220	101000
	09/23/24		0.00		LIBRY	2220 460100	220	101000
	09/27/24	Books	0.00		LIBRY	2220 460100	215	101000
	09/28/24	Books	0.00		LIBRY	2220 460100	215	101000
	09/30/24	Books	0.00		LIBRY	2220 460100	215	101000
	09/30/24	Books	0.00		LIBRY	2220 460100	215	101000
	09/30/24	Books	0.00		LIBRY	2220 460100	215	101000
	09/02/24	Books	0.00		LIBRY	2220 460100	215	101000

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		09/02/24 Books	0.00		LIBRY	2220 460100	215	101000
51595		2546 Century Link QCC	17.93					
	700869650	08/24/24 long dist chg 406-646-7600	17.93		DISPAT	1000 420160	345	101000
51599		2952 DIS Technologies	819.00					
	14685	09/05/24 Monthly Managed IT	819.00		IT	1000 410580	355	101000
51600		2421 NAPA Auto Parts	401.60					
	08/31/24	Napa Supplies	73.27		STREET	1000 430200	220	101000
	08/31/24	Napa Parks Supplies	321.97		PARKS	1000 460430	220	101000
	08/31/24	Napa Supplies	6.36		POLICE	1000 420100	231	101000
51601	E	2673 First Bankcard	119.99					
	08/21/24	Canva	119.99		POLICE	1000 420100	220	101000
51602		2558 Hebgen Basin Fire District	56,686.67					
	09/01/24	September 2023	49,018.40		FIRE	1000 420400	357	101000
	09/01/24	September 2023	7,668.27		FIRE	1000 420400	140	101000
51603	E	2673 First Bankcard	2,941.40					
	08/03/24	Apple	5.99		ADMIN	1000 410210	335	101000
	08/10/24	Apple	0.99		ADMIN	1000 410210	335	101000
	08/13/24	Supplies Town hall	198.58		TWNHLL	1000 411250	220	101000
	08/13/24	Water Supplies	152.10		WATER	5210 430500	220	101000
	08/13/24	Adobe	19.99		ADMIN	1000 410210	335	101000
	08/14/24	Apple	5.99		ADMIN	1000 410210	335	101000
	08/15/24	Water Supplies	367.18		WATER	5210 430500	220	101000
	08/15/24	Supplies Town hall	97.90		TWNHLL	1000 411250	220	101000
	08/15/24	Park supplies	79.76		PARKS	1000 460430	220	101000
	08/15/24	shop Supplies	134.50		STREET	1000 430200	220	101000
	08/15/24	Sewer Supplies	546.92		SEWER	5310 430600	220	101000
	08/15/24	Sewer Supplies	505.46		SEWER	5310 430600	220	101000
	08/15/24	Supplies	193.48		STREET	1000 430200	220	101000
	08/19/24	T-Mobile	137.50		STREET	1000 430200	345	101000
	08/21/24	Apple	5.99		ADMIN	1000 410210	335	101000
	08/26/24	Park Supplies	115.33		PARKS	1000 460430	220	101000
	08/26/24	Supplies	67.99		STREET	1000 430200	220	101000
	08/28/24	Apple	5.99		ADMIN	1000 410210	335	101000
	08/28/24	Suppliesl Town Hall	59.99		TWNHLL	1000 411250	220	101000
	08/29/24	Park Supplies	13.96		PARKS	1000 460430	220	101000
	08/29/24	Park Supplies	225.81		PARKS	1000 460430	220	101000

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51604	E	2673 First Bankcard	827.81					
	08/02/24	FatCats SumRecAwesomeAdvent	490.00		SUMREC	1000 460449	871	101000
	08/13/24	CanvaADHelfund	24.00		HELP	7010 450135	220	101000
	08/20/24	Social Supplies	36.96		SOCSE	1000 450135	220	101000
	08/21/24	PryorLearning	249.00		SOCSE	1000 450135	380	101000
	08/29/24	Help fund supplies	27.85		HELP	7010 450135	220	101000
51605		2952 DIS Technologies	740.00					
	1468 09/05/24	Monthly IT	740.00		IT	1000 420160	398	101000
51606	E	2673 First Bankcard	559.85					
	08/31/24	Dispatch/Police Supplies	559.85		POLICE	1000 420230	220	101000
51608		2099 Quick Print of West Yellowstone	80.53					
	19652 09/01/24	Water office supplies	18.20		WATER	5210 430500	870	101000
	19617 08/06/24	Office supplies	58.16		TWNHLL	1000 411250	220	101000
	19683 08/19/24	Office supplies	4.17		TWNHLL	1000 411250	220	101000
51609		153 IIMC	185.00					
	08/22/24	Full Membership Fee	185.00		TWNCCLK	1000 410210	335	101000
51610		3400 Julie Brown	3,682.50					
	09/13/24	Cleaning Town Office	1,925.00		TWNHLL	1000 411250	357	101000
	09/13/24	Cleaning TrailheadBuilding	120.00		TRLHD	1000 411256	350	101000
	09/13/24	Cleaning Library	787.50		LIBRY	1000 411259	357	101000
	09/13/24	Cleaning Povah	775.00		POVAH	1000 411255	350	101000
	09/13/24	Public Works Shop	75.00		PARKS	1000 411253	357	101000
51611		2789 WEX Bank	4,174.98					
	09/01/24	10 JD Backhoe 310SJ	0.00		STREET	1000 430200	231	101000
	09/01/24	91 Ford 6-582	242.12		STREET	1000 430200	231	101000
	09/01/24	SS Snow Blower Green	0.00		STREET	1000 430200	231	101000
	09/01/24	Grader	0.00		STREET	1000 430200	231	101000
	09/01/24	14 Water Truck	202.96		STREET	1000 430200	231	101000
	09/01/24	2010 JD 772 Grader	0.00		STREET	1000 420100	231	101000
	09/01/24	92 SS Blower-Yellow	0.00		STREET	1000 430200	231	101000
	09/01/24	02 Freightliner Dump 6-54564A	0.00		STREET	1000 430200	231	101000
	09/01/24	08 GMC Pickup 6-1484	276.82		STREET	1000 430200	231	101000
	09/01/24	JD Loader 624P	0.00		STREET	1000 430200	231	101000
	09/01/24	08 CAT 938H Loader	0.00		STREET	1000 430200	231	101000
	09/01/24	08 904B MiniLoader	206.06		STREET	1000 430200	231	101000
	09/01/24	15 Ford F-250	148.30		STREET	1000 430200	231	101000
	09/01/24	18 2018 Dodge Ram-PW	331.71		STREET	1000 430200	231	101000
	09/01/24	18 Dodge Ram-Police	556.17		POLICE	1000 420100	231	101000

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		09/01/24 19 Dodge Durango	0.00		POLICE	1000 420100	231	101000
		09/01/24 Multi-Use Vehicle - Sienna	32.32		HELP	7010 450135	231	101000
		09/01/24 Multi-Use Vehicle - Sienna	42.34		STREET	1000 430200	231	101000
		09/01/24 06 Dodge Durango 6-2010	55.82		STREET	1000 430200	231	101000
		09/01/24 15 Sweeper	218.40		STREET	1000 430200	231	101000
		09/01/24 '00 FL Dumptrk 6-60700A	0.00		STREET	1000 430200	231	101000
		09/01/24 '14 Ford Intercep	283.00		POLICE	1000 420100	231	101000
		09/01/24 PD Dodge Ram#1	315.08		POLICE	1000 420100	231	101000
		09/01/24 PD Dodge Ram#2	138.47		POLICE	1000 420100	231	101000
		09/01/24 01 Frht truck #1	0.00		STREET	1000 430200	231	101000
		09/01/24 01 Frht truck #2	0.00		STREET	1000 430200	231	101000
		09/01/24 19 Dodge 5500	215.66		STREET	1000 430200	231	101000
		09/01/24 '17 Chevy 3/4 ton white	105.11		WATER	5210 430500	231	101000
		09/01/24 '17 Chevy 3/4 ton white	105.11		SEWER	5310 430600	231	101000
		09/01/24 '13 Chevy 3500	28.64		STREET	1000 430200	231	101000
		09/01/24 77 Int'l Dump 6-1368	301.89		STREET	1000 430200	231	101000
		09/01/24 Pickup 6-1450	143.67		STREET	1000 430200	231	101000
		09/01/24 2022 Ford F-150 Police	225.33		POLICE	1000 420100	231	101000
		09/01/24 Tractor	0.00		STREET	1000 430200	231	101000
		09/01/24 2010 Ford Exped6-000046	0.00		HELP	7010 450135	231	101000
		09/01/24 2010 Ford Exped6-000046	0.00		STREET	1000 430200	231	101000
51614	E	2323 Montana Department of Revenue	7,183.78					
	04	08/31/24 1%Contractors Tax WWTP	7,183.78		WWTP	5320 430640	951	101000
51615		2 Forsgren Associates P.A.	62,409.50					
	124384	08/25/24 WWTP	62,409.50		WWTP	5320 430640	951	101000
51616		3476 RSCI	711,193.87					
	04	08/31/24 WWTP Contractor Payment	711,193.87		WWTP	5320 430640	951	101000
51641		1763 Madison Motel & Hotel	259.60					
	09/05/24	Lodging Voucher	259.60		HELP	7010 450135	370	101000
51643		135 Food Roundup	279.23					
	08/31/24	SumRec supplies	279.23		SUMREC	1000 460449	220	101000
51644		3242 Fisher's Technology	563.57					
	1379629	09/05/24 Toner	563.57		ADMIN	1000 410210	220	101000

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51645		54 Bozeman Daily Chronicle	418.80					
	09/01/24	ChronicleSubscriptions	418.80		ADMIN	1000 410210	333	101000
51646		3218 Shred the Thread	450.00					
	0024-25-01 09/09/24	SumRec uniforms	450.00		SUMREC	1000 460449	226	101000
51647		999999 EA WEST YELLOWSTONE LLC, DAYS	500.00					
	09/09/24	RefundRTBondDaysInn	500.00		RT	2100 214000		101000
51648		999999 ROAM PROPERTY MANAGEMENT	500.00					
	09/09/24	RefundRTBondLodgepole#5	500.00		RT	2100 214000		101000
51649		999999 ROAM PROPERTY MANAGEMENT	500.00					
	09/09/24	RefundRTBondTrapper	500.00		RT	2100 214000		101000
51650		999999 EL PADRE LLC,	500.00					
	09/09/24	RefundRTBondElPadre	500.00		RT	2100 214000		101000
51651		999999 WOLF HSAC VENTURES LLC,	500.00					
	09/09/24	RefundRTBondWolfHsac	500.00		RT	2100 214000		101000
51652		999999 GERMAN VAZQUEZ,	500.00					
	09/09/24	RefundRTBondOutpostRestaurant	500.00		RT	2100 214000		101000
51653		999999 JERRY'S ENTERPRISES	1,500.00					
	09/10/24	RefundRTBondCornerCenex	500.00		RT	2100 214000		101000
	09/10/24	RefundRTBondSuperSaveConoco	500.00		RT	2100 214000		101000
	09/10/24	RefundRTBondRiversideExxon	500.00		RT	2100 214000		101000
51654		999999 YELLOWSTONE PROPERTIES, ONE	500.00					
	09/10/24	RefundRTBondOneHorseMotel	500.00		RT	2100 214000		101000
51655		999999 PRIVATE TOURS OF YELLOWSTONE	500.00					
	09/10/24	RefundRTBondPrivateToursYellow	500.00		RT	2100 214000		101000
51656		2491 MMIA	146,566.00					
	Fy2425 07/01/24	FY24-25 Liability Assessment P	130,443.74*		LIABIL	1000 510330	513	101000
	FY2425 07/01/24	FY24-25 Liability Assessment P	11,725.28*		LIABIL	2220 510330	513	101000
	FY2425 07/01/24	FY24-25 Liability Assessment P	1,465.66*		LIABIL	5210 510330	513	101000
	FY2425 07/01/24	FY24-25 Liability Assessment P	2,931.32*		LIABIL	5310 510330	513	101000



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51657		999999 BEAR SPRAY SHACKLLC, 09/10/24 RefundRTBondBearSprayShack	500.00 500.00		RT	2100 214000		101000
51658		999999 OLD TOWN WEST LLC, DEVYN BARLOW 09/10/24 RefundRTBondOldTownCafe	500.00 500.00		RT	2100 214000		101000
51659		999999 SHINE SOLUTIONS LLC, NIR LEVY 09/10/24 RefundRTBondShineSolutions	500.00 500.00		RT	2100 214000		101000
51660		999999 CANYON STREET COURTYARD, DOUG 09/10/24 RefundRTBondCanyonstCourtyard	500.00 500.00		RT	2100 214000		101000
51661		999999 ZACH MARTIN, GEYSER GEAR OUTDOOR 09/10/24 RefundRTBondZachMartinGeyerGea	500.00 500.00		RT	2100 214000		101000
51662		2851 Amatics CPA Group 78062 07/31/24 Auditworkthrough7/31/24	4,500.00 4,500.00		AUDIT	1000 410530	353	101000
51663		3467 Hyalite Engineers PLLC 11334 09/04/24 ZoningCodeupdate	2,102.50 2,102.50		PLNNG	1000 411000	354	101000
51664		2762 Mission Communications, LLC 1091551 09/06/24 ScadaService 1091551 09/06/24 ScadaService	3,813.40 2,561.40 1,252.00		WATER SEWER	5210 430550 5310 430630	357 357	101000 101000
51665		1454 Bozeman Daily Chronicle/Big Sky 548974 09/03/24 Noticeofpublicbudgethearing	40.00 40.00		ADMIN	1000 410210	327	101000
51666		3241 Bridger Analytical Lab 2409221 09/12/24 Water Tests	300.00 300.00		WATER	5210 430500	348	101000
51667		2537 Balco Uniform Co., Inc. 79824-3 09/09/24 Uniform Supplies Slowinski	1,741.60 1,741.60		POLICE	1000 420100	226	101000
51668		3437 T-Mobile 08/30/24 mobile internet	25.31 25.31		STREET	1000 430200	345	101000
51669		2908 Frontline Ag Solutions, LLC 1143327 06/27/24 Repairs	133.60 133.60		PARKS	1000 460430	369	101000

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51670		40 Jerry's Enterprises	519.45					
	08/29/24	Fuel	233.04		STREET	1000 430200	231	101000
	8624-1 08/06/24	Gas Voucher	46.41		HELP	7010 450135	231	101000
	8924-1 08/09/24	Gas Voucher	60.00		HELP	7010 450135	231	101000
	82624-1 08/26/24	Gas Voucher	60.00		HELP	7010 450135	231	101000
	82724-1 08/27/24	Gas Voucher	60.00		HELP	7010 450135	231	101000
	82724-2 08/27/24	Gas Voucher	60.00		HELP	7010 450135	231	101000
51671		254 Firehole Fill Up/Economart	114.02					
	1727841 08/05/24	Fuel	114.02		STREET	1000 430200	231	101000
51672		2800 RDO Equipment Co.	380.04					
	7656816 09/04/24	Supplies	380.04		STREET	1000 430200	220	101000
51673		2614 Clair & Dee's Operations, LLc	725.25					
	5002536 07/29/24	Vehicle repairs	725.25		STREET	1000 430200	361	101000
51674		307 Summit Fire & Security, LLC	1,000.00					
	2524928 09/05/24	Inspection -Alarm	425.00		TWNHLL	1000 411250	357	101000
	2524914 09/05/24	InspectSprinklerSystemWet/dry	575.00		TWNHLL	1000 411250	357	101000
51675		764 General Distributing Co.	91.05					
	1413668 08/31/24	Welding supplies	91.05		STREET	1000 430200	231	101000
51676		3490 Elan City	1,350.00					
	20-4156 08/29/24	95W Solar panel	1,350.00		POLICE	1000 420100	212	101000
51677		1483 ASI Asphalt Systems Inc.	100,277.40					
	37174 08/10/24	Sealcoat All E&Wstreets	100,277.40		STREET	2820 430200	367	101000
51678		3422 Sprinter Heating & Air LLC	672.75					
	21655 07/24/24	LittleRangersYearlyMaintenance	672.75*		SIEGEL	1000 411254	366	101000
51679		3462 Midnight Auto	1,335.50					
	47 09/11/24	Vehicle Repairs	667.75		WATER	5210 430500	369	101000
	47 09/11/24	Vehicle Repairs	667.75		SEWER	5310 430600	369	101000
# of Claims 61			Total: 1207,081.38					
Total Electronic Claims			18,031.10	Total Non-Electronic Claims	1189050.28			

09/13/24  
15:26:39

TOWN OF WEST YELLOWSTONE  
Fund Summary for Claims  
For the Accounting Period: 9/24

Page: 8 of 8  
Report ID: AP110

Fund/Account	Amount
1000 General Fund	
101000 CASH	232,417.68
2100 Local Option Taxation-Resort Tax	
101000 CASH	8,000.00
2220 Library	
101000 CASH	13,160.46
2820 Gas Tax Apportionment	
101000 CASH	100,277.40
5210 Water Operating Fund	
101000 CASH	5,651.16
5310 Sewer Operating Fund	
101000 CASH	6,022.32
5320 Sewer Replacement Depreciation Fund	
101000 CASH	780,787.15
7010 Social Services/Help Fund	
101000 CASH	630.18
7202 TBID Agency Fund	
101000 CASH	60,135.03
Total:	1,207,081.38

**Town of West Yellowstone**  
**Town Council Meeting**  
**September 3, 2024**

TOWN COUNCIL MEMBERS PRESENT: Mayor Travis Watt, Lisa Griffith, Jeff McBirnie, Jeff Mathews, Brian Benike

OTHERS PRESENT: Town Manager Dan Walker, Town Clerk Liz Roos, Finance Director Katie Thompson, Public Services Superintendent Jon Simms, Chief of Police Mike Gavagan

The meeting is called to order by Mayor Travis Watt at 6:00 PM in the Town Hall, 440 Yellowstone Avenue, West Yellowstone, Montana.

The meeting is being broadcast over the internet using a program called Zoom.

### **WORK SESSION**

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Mayor Watt calls the work session to order. The purpose of the work session is a presentation of the Housing Strategy by Rick Simpkins of the Human Resource Development Council. Simpkins explains that they were engaged by the West Yellowstone Foundation to conduct a Housing Needs Assessment and Local Housing Strategy in West Yellowstone. A housing group was convened, public input was sought, final drafts were put together this year. Simpkins presents data that indicates that the community's least expensive market-rate rentals are unaffordable for nearly half of renting households. A household would need to earn over \$180,000 per year to afford to purchase a home at the median home sales price of \$768,750. He also notes that 36% of the Town's 849 homes are vacant. Availability is also a major problem. He says that based on the responses to the community priorities survey, the perception is that short-term rentals contribute to housing challenges, there is skepticism that the plan will help the housing situation, there needs to be prioritization of multi-family, density and a variety of affordable housing choices, housing should not be employer-linked, housing should be permanently affordable-not just affordable to the first owners, and there are concerns that a housing plan will not be politically viable. Simpkins describes the members of the Housing Working Group, including some that are present: Ellen Butler, Carrie Coan, Connie Cusick, Dusty Dunbar, Patti Hostetter, Kim Howell, Jeff Mathews, Charlotte Mooney, Katie Thompson, Andie Withner and Dan Walker. They worked on prioritization of housing tools, discussion and education and then implementation of surrounding affordable housing tools. The group developed guiding principles for housing including safety, clean, modern, secure and accessible. The group prioritized the tools to include community land trusts, deed restrictions, use of publicly owned land for affordable housing, manufactured housing and mobile homes, land banking, dedicated funding sources, and increased residential zoning. Simpkins explains that some tools target residents that live and contribute to the community year-round. He illustrates that in Big Sky, this is tied to the resort tax district to determine what qualifies, but that can be tailored for West Yellowstone. He briefly describes other possible housing tools that were not prioritized, but may be considered at a later time. He describes efforts that have been made for public engagement include the Best of West digest, survey, Facebook groups, word of mouth, and postcard mailings. He explains that implementation of the strategy includes adoption as an addendum to the Growth Policy, ensuring emphasis in the development process of the 80-acres, identification of housing leaders, and tracking of progress and updating the strategy. Simpkins says that he and his associate, Lila Fleishman, intend to continue to participate in this process. The group discusses how community land trusts are implemented and stewardship of deed restrictions.

### **Public Comment Period**

Carrie Coan invites the Council and participants to attend the Wretched Mess Fest this weekend, a relatively new event that showcases chalk art, art displays, fly fishing and an outdoor film festival.

### **Council Comments**

Jeff Mathews comments that the high school football team was successful last weekend over Shields Valley. Mayor Watt also expresses support for the Wretched Mess Fest event as well as fall Wolverine sports this weekend.

**Public Hearing: FY 2025 Budget**

Mayor Watt opens the hearing. The hearing was advertised in the Bozeman Daily Chronicle, online, and posted at the Town Hall and Post Office. Finance Director Katie Thompson explains that they received a notice from Gallatin County and the Montana Department of Revenue notifying the Town that the certified taxable values for new construction were not completed in time to be included in the value. She says that they were notified that they will receive the final certified taxable values by October 2, 2024 and they will have until October 9, 2024 to adopt their budget. She was notified today that they now have until October 15, 2024 to adopt the budget. The public hearing will remain open until that meeting where they adopt the final budget on October 15, 2024. No public comments are received.

**ACTION TAKEN**

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- 1) Motion carried to approve purchase order #6221 to T Dubs Spraying to spray for invasive weeds on all Town property and the Fir Ridge Cemetery for \$10,000. (McBirnle, Benike) See next motion.
- 2) Secondary motion carried to deny purchase order #6221 to T Dubs Spraying. (Benike, McBirnle) Motion passes.
- 3) Motion carried to approve purchase order #6222 to Sweet Electric LLC to install lighting in front of the Town Hall for \$15,500. (Benike, McBirnle)
- 4) Motion carried to approve purchase order #6635 to Idaho Traffic Safety for pavement striping for \$28,000. (McBirnle, Benike) See next motion.
- 5) Secondary motion to amend the previous motion for purchase order #6635 to Idaho Traffic Safety for pavement striping to \$25,964.25 (Mathews, McBirnle) Motion passes.
- 6) Motion carried to approve payment of the claims, which total \$109,261.95. (McBirnle, Benike)
- 7) Motion carried to approve the business license for DGM Geyser Holdings for residential rentals. (McBirnle, Benike) Griffith is opposed, motion passes.
- 8) Motion carried to approve the minutes of the August 20, 2024 Town Council meeting, amended to note the adjournment to be 10:35 PM. (McBirnle, Mathews) Griffith is opposed, motion carries.
- 9) Motion carried to approve Resolution No. 807, a resolution increasing the assessment for the Tourism Business Improvement District to \$2.00 per room night. (Benike, McBirnle)
- 10) Motion carried to approve the second reading of Ordinance No. 276, an ordinance revising the zoning code. (McBirnle, Benike) Griffith is opposed, motion passes.
- 11) Motion carried to approve the site plan for 209 Electric and approve the purchase of one parking space through the cash in lieu process. (McBirnle, Benike)
- 12) Motion carried to reappoint Brad Schmier and Jerry Johnson to two-year terms to the Planning Board. (Benike, Mathews) Griffith is opposed, motion passes.

**DISCUSSION**

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- 1) Griffith inquires whether it is worth it to apply the weed spray late in the year. Simms says that the application is supposed to work throughout the year and reduce growth next year. The Council questions whether it is wise to do it now considering that the invasive weeds have already seeded and spread. The Council recommends delaying approval and finding out if he will honor the same price in the spring.

- 9) Kristy Coffin, Administrator for the TBID, explains that the nightly assessment for the TBID has been \$1.00/night since 2009. They are one of the only districts left in the state that are only assessing \$1.00/night. She explains that all of the additional money that will be generated by the additional \$1.00 will go to marketing. Currently, 1/3 of the money generated goes to administration and 2/3 goes to marketing. Town Clerk Liz Roos explains that the attached spreadsheet illustrates the properties that signed the petition to support the assessment increase. She also explains that only properties with 10 rooms or more collect and participate in the TBID.
- 10) Mayor Watt reads Ordinance No. 276, an ordinance to adopt the revised zoning code on the second reading. Griffith says that she has 255 pages of redline comments on the revised zoning code. She says that Town Attorney Jane Mersen sent out a memo explaining the current status of the injunction against the legislation passed regarding accessory dwelling units. Mersen explains that the Supreme Court issued an opinion today remanding the case back to district court. Mersen recommends that the Council proceed with adoption of the ordinance rather than wait for the legislation to work through the courts. Griffith questions whether that is the correct process, but Mersen still believes the Town should wait until the district court rules. Griffith also asks, pertaining to the lawsuit filed against the Town by the Madison Addition Homeowners Association, whether the members of the Town Council that live in the Madison Addition can take action on the zoning code. Mersen says that she does not see a problem with people that live in the Madison Addition taking action on the zoning code. She says that everyone that is on the Town Council lives somewhere in a zoning district in West Yellowstone. Griffith responds that because they are in litigation with the Madison Addition. Benike, Mathews and McBirnie have no comments. Watt thanks everyone that has provided input and worked on the update of the zoning code. Griffith reminds the members of the Council that it is their responsibility to act within their scope and is not going to repeat all the substantive comments she has repeatedly made throughout the process. Mathews says that as a member of the Planning Board, they received numerous comments. The Planning Board felt like this document is the best document they could put together and a lot of hours were spent taking those comments into consideration.
- 11) Tanner addresses the Town Council regarding the proposal by MBHA LLC, Misty and Aaron Hecht, to remodel the building and property at 209 Electric Street.
- 12) Mayor Watt explains that the term for Jerry Johnson and Brad Schmier have expired on the Planning Board. Griffith says that she appreciates that Casey McCray applied to be serve on the board and they could use a fresh perspective.
- A) **Town Manager & Staff Reports:** Town Manager Dan Walker reports that he took a vacation last week and enjoyed some fishing. They have interviews scheduled this week for the Social Services Associate position and virtual interviews with police chief candidates. He points out an update in the Town Council packet from Forsgren Engineer Dave Noel on the progress of the wastewater treatment plant. He also notes the local housing strategy report that was discussed in the work session earlier this evening.

Meeting is adjourned. 8:20 PM

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Mayor

ATTEST:

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Town Clerk

## HIGHLIGHTS Sept 5<sup>th</sup> – 12<sup>th</sup>

- Public Computer Usage 6
- Medicaid assistance 3 people
- Lobby Food 15
- Zoom Webinar “The Courage to Fail” overcoming all odds
- Social Security assistance for a client 1
- Gas voucher 1
- Job Board activity 8
- Volunteers 3
- Showers 4
- Donations 7
- Organizing participants for the Self-Care Fair
- Clothing Bank 14
- Under Canvas food donations
- Confirmed Thanksgiving turkey orders through MFBN
- Grant Application webinar
- Faxes/copies 5 people
- Interview for S.S. assistant position 1
- Cover Montana Interview for client 2
- Debt Collection (helping the client set up payments to complete payment obligations)
- TEFAP food shipment pickup in Bozeman
- Helped stranded homeless man - bus ticket, food and blankets

Recreation Department  
Highlights  
September 12, 2024

- Povah reservations
- Made flyers for flag football, soccer and basketball
- Soccer is Tuesdays 5-6, flag football Wednesdays 5-6, basketball Saturdays and Mondays 5-6 at the city park.
- I have been working with Ray and Raelene Ball. This is for a dance class for kids and maybe once a month for adults.
- Trunk or Treat will be on Saturday October 26<sup>th</sup> 1-3pm we will have candy, food, popcorn, cotton candy and drinks.
- Dianna and I are working on the survey form

Vely



HELD AT  
PIONEER PARK

# BASKETBALL

COME JOIN US FOR BASKETBALL  
SATURDAYS AND MONDAYS  
5-6PM



BOYS AND GIRLS

K-5TH GRADE

FOR COACHING AND VOLUNTEER INFORMATION  
CALL VELY 406-640-1676

[www.townofwestyellowstone.activityreg.com](http://www.townofwestyellowstone.activityreg.com)

# SOCCER

**TUESDAYS  
FROM  
5-6PM**

**BOYS AND GIRLS K-5TH  
AGES 5-12**

**SEPTEMBER 10  
TO  
OCTOBER 15**

COME JOIN US FOR SOCCER  
PLEASE REGISTER ONLINE  
[WWW.TOWNOFWESTYELLOWSTONE.ACTIVITYREG.COM](http://WWW.TOWNOFWESTYELLOWSTONE.ACTIVITYREG.COM)

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**HELD AT PIONEER PARK**

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For questions, coaching and  
volunteer information call Vely  
406-640-1676



# **FLAG FOOTBALL**

**WEDNESDAYS  
FROM 5-6PM**

COME JOIN US FOR FLAG FOOTBALL  
BOYS AND GIRLS K-5TH GRADE  
SEPTEMBER 11TH - OCTOBER 16TH  
HELD AT PIONEER PARK

FOR COACHING AND  
VOLUNTEER INFORMATION  
CALL VELY  
406-640-1876

Please register online  
[www.townofwestyellowstone.activityreg.com](http://www.townofwestyellowstone.activityreg.com)





# SEPTEMBER 13, 2024

TO: Town Manager Dan Walker, Town Council

FROM: Liz Roos, Town Clerk

SUBJECT: Town Clerk Report

- Contacted applicants and scheduled interviews for the part-time Social Services Associate position. Second interviews will be held September 16, 2024 in-person. We still have two applicants.
- Participated in Zoom interviews for the Chief of Police position. One of the top candidates withdrew the day before the interviews so we only interviewed four candidates. The selection committee agreed to invite three applicants to come to West Yellowstone September 26-27 to participate in final interviews. We are planning a public meet and greet for Thursday evening, 5-7 PM, final interviews and tours will be conducted on Friday.
- We are urgently recruiting to hire dispatchers and police officers. More information and application packets are available on our website: <https://www.townofwestyellowstone.com/job-openings/>
- We are preparing for our host responsibilities during the Montana League of Cities & Towns Conference, October 2-4. We need volunteers to staff the registration desk on Wednesday 7 AM – 3 PM, Thursday 7 AM – 5 PM, and Friday 7 AM – 10 AM. If anyone is available for a two-hour shift during those hours, please let me know.
- Posted and prepared for 9/17/24 Town Council Meeting, processed payroll 9/6/24.





## **Week of 09.09.2024**

- Prepared and sent the MAP financials.
- RSCI submitted their Pay App No. 4. I went through their application and gathered everything I needed for the loan disbursement report. Our tracker and all paperwork have been completed and updated.
- Worked on the grant application for the Montana Emergency Tourism Assistance Program.
- Worked on ARPA reporting.
- Submitted reports for MMIA.
- Worked on the AFR with more year-end journal entries.
- Attended the MAP meeting.
- Peggy has sent out all delinquent reports for resort tax, TBID, and utilities.

## **Public Services Dept. Bi-Weekly Report: Aug 29<sup>th</sup> through Sept 12<sup>th</sup>, 2024**

### **Work Performed**

- Prep tree pits along canyon for planting next week.
- Getting the town presentable for the League of Cities and Towns Conference.
- Event support for Wretched Mess Festival.
- Repaired damaged fire hydrant #28 after being struck by a drunk driver.  
(We've placed boulders around the hydrant to avoid future occurrences).
- Prep and finish concrete.
- Prep for asphalt projects beginning early next week.
- Service repairs on blowers at WW Plant.
- Line up all problem areas for next week's annual Vactor truck cleaning.
- Electrical updates and retrofit to new panel at Madison lift station.
- Larue T-80 training on the new snow loader should be towards the end of this month into early October.
- Fill in low spots within inner parks/ snow storage areas with road base.
- Maintain casting pond, fix sprinkler system lines, mowing grass, trimming weeds/ trees.
- Sweep streets, fill potholes.
- York rake operations.
- New WW treatment plant continues forward. Next slab pour for WW plant will be 9-13.
- Bypassing cells, raking solids from Cell B.
- Flush SAS service laterals and mainlines that continue accumulating debris.
- SAS weekly manhole/ problem areas inspections: ongoing.
- Perform water & WW samples: ongoing.
- Sewer and water systems maintenance: ongoing.
- Fixing broken lines, Curb-stop requests.
- Continue inventory for the EPA's lead and copper rule/ data entry to meet the October 16<sup>th</sup>, 2024, deadline.  
(Jon and Sam have been doing a lot of field work, identifying specific pipe materials for business owners and residents throughout old-town, building a legitimate inventory).
- Building maintenance and service calls: ongoing.
- Daily trash/ refuse route: ongoing.
- Vehicle and equipment repairs: ongoing. Utility locates ongoing.
- Respond to vandalism: ongoing.
- Haul away abandoned vehicles. We got the mess cleaned up across from Pointe-S.  
(Twelve abandoned vehicles and snowmobiles hauled away).
- Code enforcement and citations issued: ongoing.
- Cross training the PW crew on vehicle maintenance, daily lift stations route, utility locates, water monitoring and testing, equipment, etc.
- Reset struck highway planter boxes, re-tapped damaged delineators, refilled flowerpots with water, Fix damaged castings and signage: ongoing
- Adjust injection wells, perform leak tests on areas of the distribution system.

### Administrative

- Continue to work with vendors and technicians on fleet updates: ongoing. Chase parts
- Coordinate parts and supplies orders: ongoing.
- Line up burial services and coordinate headstone deliveries w/ monument companies.
- Work with/ meet contractors on project scheduling: ongoing.
- Fill in for staff/ operate equipment/ wrench on equipment.
- Manage current public works staff and seek ways to recruit additional employees: ongoing.
- Met with residents and business owners regarding complaints: ongoing.
- Meetings: Planning Board, TD&H Engineering, RSCI, KM Services, SWS Equipment, Tri State, Caterpillar, Freightliner, John Deere, J&V Supply, Electricians, Plumbers, HVAC, Landscapers and GC's.
- Discuss snow removal procedures with businesses as snow season approaches. Remind everyone to fill out their annual encroachment permits.
- Continue to seek bids for future CIP's, get the ball rolling years in advance.
- Working through sidewalk inventory and identifying ADA compliance hazards.
- Submit departmental report to the Town Manager.
- Code bills and submit check request: ongoing.
- Set monthly trash route schedule.
- Seek additional training opportunities for the crew.
- Scott H last day will be September 22<sup>nd</sup>.
- Evaluate building and infrastructure issues, coordinate repairs as needed.

## Water/Wastewater Report

09/02/24 thru 09/12/24

Blower maintenance at lagoon for building 1 and 2.

Pumping water, debris, and sediment out of cell #9 and transferring it to cell #8. This is so cell #9 is ready for the winter application.

Repaired fire hydrant #28 on Obsidian due to vehicle collision. This fire hydrant been struck by a vehicle 3 times, so we put 2 boulders around for protection. We have also put boulders around a few other fire hydrants that seem to be damaged by vehicle collisions.

Having the new Stemco electrical/control panel for the pumping system installed at the Madison lift pump station by Sweets Electric.

Performing lift station maintenance to prepare for the colder temperatures coming.

Wastewater samples collected and delivered to IAS Labs.

Water BAC-T samples collected and delivered to Bridger Labs. Sample results were absent for total coliform and e-coli bacteria.

Wastewater effluent discharge flows have been averaging between 68,000 gallons to 74,000 gallons per day.

Working with public works crews to prepare curbs, sidewalks, etc. in Town that might need repair just in case we have a rejected concrete load from the new wastewater facility.

Working on Lead and Copper inventory which takes the majority of my time since it is due October 16, 2024.

New wastewater treatment plant update:

There have been 2 major wall pour segments and piping inlays. They are also working on the 20-inch effluent line running down the lagoon dikes. They have been digging up the existing lines in the dikes to find out where they are located. I have been helping mitigate this to ensure there is no damage to the piping.

There is a new wall pour on 09/13/24 and then they will start on the new floor slab.

Things seem to be on schedule. We are hoping for a good fall so the concrete pours can continue since they are weather related.

We have a group tour with an engineering firm on 10/03/24 around 9:30am if anyone is interested in attending.

Here are some updated pictures:













THE TOWN OF

WEST YELLOWSTONE

# Marketing and Promotion (MAP) Fund APPLICATION COVER PAGE

## APPLICANT INFORMATION

Applicant Individual or Organization: \_\_\_\_\_

Event or Project Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Application Submission Date: \_\_\_\_\_

## EVENT OR PROJECT INFORMATION

Event or Project Name: \_\_\_\_\_

Location of Event or Project: \_\_\_\_\_

Date(s) of Event or Project: \_\_\_\_\_

Estimated Total Event or Project Cost: \_\_\_\_\_

MAP Fund Amount Requested: \_\_\_\_\_

## SECTION 1 • PROPOSED EVENT OR PROJECT SUMMARY

Describe or explain your event or project. Provide enough detail so that those reviewing the application can comprehend or visualize the full scope of your event or project.

## SECTION 2 • PROPOSED TIMELINE

- Provide your event or project schedule that identifies timelines for actions such as planning, construction, promotion and implementation of activities necessary for your event or project.
- Provide a schedule of events/activities occurring during your event time period.

# CONFERENCE RUNDOWN



**WEDNESDAY  
OCTOBER 2, 2024**

**HOLIDAY INN &  
OLD FAITHFUL LODGE**

**7:00 AM**

**Registration Desk Open**

**8:00 AM**

**Start of Affiliate Meetings - Various Times  
Throughout the Day**

**3:30 PM**

**Close of Affiliate Meetings**

**4:00 PM**

**Buses Leave for Old Faithful**

**5:00 PM**

**President's Reception at Old Faithful**

**7:00 PM**

**Buses Head Back to West Yellowstone**

**This year's President's Reception is taking place at Old Faithful Lodge in Yellowstone National Park from 5:00 - 7:00 pm on October 2nd. Experience the iconic Old Faithful geyser while mixing and mingling with your peers from across Montana. Complimentary beverages and hors d'oeuvres will be served.**

# CONFERENCE RUNDOWN

**THURSDAY  
OCTOBER 3, 2024**

**HOLIDAY INN &  
UNION PACIFIC DINING HALL**

**7:00 AM**

**Registration Desk Open**

**7:30 AM**

**Exhibitor Fair**

**9:00 AM**

**Call to Order & Opening Ceremony**

**9:15 AM**

**League Annual Meeting**

**10:00 AM**

**Keynote: Cam Sholly, Superintendent of  
Yellowstone National Park**

**11:00 AM**

**National League of Cities Presentation**

**11:45 AM**

**MMIA Annual Meeting**

**12:30 PM**

**Lunch & Exhibitor Fair**

**2:00 PM**

**Breakout Sessions**

**3:00 PM**

**Break & Exhibitor Fair**

**3:30 PM**

**Breakout Sessions**

**5:00 PM**

**Local Legacy Reception**

**Visit West Yellowstone's best attractions from 5:00 - 8:00 p.m.  
while enjoying complimentary beverages and hors d'oeuvres.**





# CONFERENCE RUNDOWN

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**FRIDAY  
OCTOBER 4, 2024**

**HOLIDAY INN &  
UNION PACIFIC DINING HALL**

**7:00 AM**

**Registration Desk Open**

**7:30 AM**

**Exhibitor Fair**

**9:30 AM**

**Breakout Sessions**

**10:30 AM**

**Break & Exhibitor Fair**

**11:00 AM**

**Breakout Sessions**

**12:00 PM**

**Lunch, Raffle Prizes, & Closing**

**This year's Breakout Sessions cover a wide range of topics impacting municipalities. Experts from across Montana will lead dynamic discussions on everything from boosting youth engagement and tackling affordable housing to exploring the latest in artificial intelligence and uncovering savvy strategies for federal funding. Select from sixteen sessions to gain hands-on insights and fresh perspectives to drive real change in your community.**

## SECTION 3 • PUBLICITY, PROMOTION, MARKETING

Describe how your event or project will be promoted or marketed to visitors, residents or participants. West Yellowstone, Montana or West Yellowstone, MT is to be listed, identified or present in all forms and methods of promotion and marketing of your event or project.

## SECTION 4 • PROPOSED BUDGET

- Provide a detailed line item budget for your event or project.
- A Budget Template can be downloaded [here](#) or requested by email or in person from the Board member contact and adapted for your event or project. Use of this fill in the blank Template isn't required, but is provided as a convenience for applicants who want to use it.
- Your budget should include projected income from all sources, including income from requested/applied for grants, awards, donations, contributions and sponsorships.
- Identify the amount of MAP funds you are requesting and the expenses that will be paid in part or in full with MAP funds.
- **Your request can't exceed 35% of your event's or project's total budget or \$40,000 maximum. It is within the Board's discretion to consider additional funds.**
- All budget expenses must be subsequently supported with invoices, bills, receipts, etc.
- It's beneficial for an applicant to contribute a percentage of entry fees, registrations, admissions etc. to an event's cash prizes/purse. MAP funds can be used to pay for cash prizes/purse. Requests for reimbursement of this type of expense must include a list of individual cash amount winnings, names and signatures of winners and their contact info. Also note: Check current state and federal tax regulations for payout amounts that require you to issue an IRS Form 1099 to individuals.
- MAP funds can be used to pay for administrative expenses. Click on this [link](#) to view Allowable Admin. Expenses.
- MAP funds may not be used for purchasing liquor or funding the distribution of liquor.
- Even though we ask you to submit a detailed line item budget, you can request disbursement or reimbursement in any amount for any approved expense, as long as the amounts requested aren't more than the approved amount of total funding.

**MAP Fund monies are generated from the collection of resort taxes. When applicable, please collect resort taxes for your event or project. If you're uncertain as to whether or not your event or project will be subject to remitting resort taxes, check with the town offices.**



Net Income/Loss	\$0.00	\$0.00	\$0.00
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## SECTION 5 • APPLICATION REVIEW CRITERIA

Applications will be reviewed against multiple criteria. Please provide answers to the following questions:

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

## SECTION 5 · APPLICATION REVIEW CRITERIA

- 2** 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.

**3** 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)?

**4** Can your event or project proceed without MAP funds?

**5** If your event or project is approved for funding, how will you acknowledge the receipt of MAP funds as a funding source? The MAP Fund consists of Resort Tax funds paid by town businesses. Once an award is approved, marketing methods need to indicate, "Supported by West Yellowstone Businesses"

## SECTION 6 • APPLICATION SUPPORTING DOCUMENTATION

Provide any supporting documents, plans, pictures etc. that might be helpful to MAPFAB in reviewing and understanding your event or project. If this is a reoccurring event or project that received MAP funding last year, then please provide a copy of last year's Outcome Report.

# Certification

Applicant Individual or Organization: \_\_\_\_\_

Event or Project Contact Person: \_\_\_\_\_

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 Elizabeth Roos Name (printed) \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

## FOR OFFICE USE ONLY

☐ Application approved by MAPFAB for total requested amount of \_\_\_\_\_ Date \_\_\_\_\_

☐ Application approved by MAPFAB for only \_\_\_\_\_ of total requested amount Date \_\_\_\_\_

☐ Application not approved by MAPFAB Date \_\_\_\_\_

Reason:

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





# REGISTER NOW

## OCTOBER 2 - 4

 WEST YELLOWSTONE, MONTANA

Montana League of Cities and Towns  
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Helena MT, 59602

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Join municipal leaders and professionals from across Montana for **LOCAL LEGACY**, the League's 93rd Annual Conference taking place in West Yellowstone, October 2 – 4.

Register by August 12th for early bird pricing and to secure your spot for exclusive networking events, outdoor adventures, educational breakout sessions, and more.

Elizabeth Roos  
West Yellowstone  
PO Box 1570  
West Yellowstone, MT 59758-1570



LEARN MORE AND REGISTER TODAY

➤ [www.mtleague.org/events/conference](http://www.mtleague.org/events/conference)







THE TOWN OF

WEST YELLOWSTONE

## Marketing and Promotion Fund Advisory Board (MAPFAB)

### RECOMMENDATION TO TOWN COUNCIL (RTC) FOR AWARD APPROVAL

Event or Project Applicant: \_\_\_\_\_

Event or Project Name: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

Date Approved by MAPFAB: \_\_\_\_\_

Requested Funding Amount: \_\_\_\_\_

Approved Funding Amount: \_\_\_\_\_

Comments:

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

Signature \_\_\_\_\_

*MAYOR OR APPOINTED REPRESENTATIVE*

Date \_\_\_\_\_

Comments:

Copy 1 – Town Clerk

Copy 2 – Town Council

Copy 3 – MAP Fund Advisory Board

Received 8/23/24  
ER



THE TOWN OF

WEST YELLOWSTONE

# Marketing and Promotion (MAP) Fund APPLICATION COVER PAGE

## APPLICANT INFORMATION

Applicant Individual or Organization: Yellowstone Mushers Association

Event or Project Contact Person: Charlotte Mooney

Address: 580 Zoot Enterprises Lane, Bozeman, MT 59718

Phone: 406-646-4988

Email: cmooney@wildfire-defense.com

Application Submission Date: 8/23/2024

## EVENT OR PROJECT INFORMATION

Event or Project Name: Wildfire Defense Race Series - Fun Run & Yellowstone Special Sled Dog Races

Location of Event or Project: Madison Arm Loop, North end of Dunraven, power substation west of town

Date(s) of Event or Project: Fun Run = January 25 & 26 / Yellowstone Special February = 7, 8 & 9

Estimated Total Event or Project Cost: \$67,811.05

MAP Fund Amount Requested: \$23,700

## SECTION 1 • PROPOSED EVENT OR PROJECT SUMMARY

Describe or explain your event or project. Provide enough detail so that those reviewing the application can comprehend or visualize the full scope of your event or project.

There will be 2 sled dog races in West Yellowstone during the winter of 2025, the Fun Run and the Yellowstone Special.

**Fun Run** - A 2-day race to be held on Saturday and Sunday, January 25 & 26, 2025. The race will have two classes, the Pro Class and the Rec Class, and will be held on the Madison Arm Loop. The race will start each day on the north end of Dunraven Street at 8am, spectators are welcome to observe at the start line. The race will finish each day at approximately 9am to 10am at the Power Substation one mile west of town off of highway 20. Spectators are not allowed to park at the finish area due to very limited room, but they are always welcome to watch the race from anywhere on the trail or at the finish line using skis, snowshoes, or snowmobiles for access.

**Yellowstone Special** - A 3-day, professional level race to be held on Friday, Saturday, and Sunday, February 7, 8, and 9, 2025. This race will have only one class, a Pro Class, but will otherwise follow the same format, with the same start/finish locations, as the Fun Run.

**\*\*Answer continued for Section 2 - Schedule of Events**

### 2025 Fun Run Schedule of Events

Friday, January 24 - Musher Sign-in and Vet Checks, 2pm to 4pm at the Slippery Otter  
Saturday, January 25 - Race Day 1, 8am start on north end of Dunraven, Finish at substation  
Sunday, January 26 - Race Day 2, 8am start on north end of Dunraven, Finish at substation.  
Awards presented immediately following the race at the finish area

### 2025 Yellowstone Special Schedule of Events

Thursday, February 6 - Musher Sign-in and Vet Checks, 2pm to 4pm at the Slippery Otter  
Friday, February 7 - Race Day 1, 8am start on north end of Dunraven, Finish at substation  
Saturday, February 8 - Race Day 2, 8am start on north end of Dunraven, Finish at substation  
Sunday, February 9 - Race Day 3, 8am start on north end of Dunraven. Finish at substation.  
Awards presented immediately following the race at the finish area

## SECTION 2 · PROPOSED TIMELINE

- Provide your event or project schedule that identifies timelines for actions such as planning, construction, promotion and implementation of activities necessary for your event or project.
- Provide a schedule of events/activities occurring during your event time period.

### June 2025

- Start formation of non-profit Yellowstone Musers Association to manage the races

### July 2025

- Create a budget for 2025 races
- Submit Race Plan and Budget for approval from Official Race Sponsor

### August 2025

- Apply for MAP Grant
- Obtain insurance
- Contact Hibernation Station for promo rate for race competitors
- Contact Slippery Otter for permission to hold sign-in and vet checks

### September 2025

- Submit Forest Service permit application
- Submit Town of West Yellowstone permit application
- Update race website with Entry Forms, Rules, Schedule of Events, etc.
- Make official race announcement on Facebook page
- Open race registration
- Order promo baseball caps

### October 2025

- Reserve portable toilets
- Order "Caution, Dog Teams on Trail" signs
- Order banner for Fun Run
- Order race bibs
- Order trophies/prizes for Yellowstone Special

### November 2025

- Contact WYSEF to request use of their Electronic Timing Equipment

### January 2025

- Arrange plowing of power substation for finish parking area
- Pack ungroomed portion of trail for finish chute at power substation
- Post "Caution" signs at snowmobile trailheads where teams will be training prior to the race
- Mark race trail on January 23
- Set up start/finish chutes on January 24
- Races on January 25 & 26
- Cleanup completed by end of day on January 26

### February 2025

- Mark race trail on February 5
- Set up start/finish chutes on February 6
- Races on February 7, 8, & 9
- Cleanup to be completed by end of day on February 9

\*\*continued on page 2

## SECTION 3 • PUBLICITY, PROMOTION, MARKETING

Describe how your event or project will be promoted or marketed to visitors, residents or participants. West Yellowstone, Montana or West Yellowstone, MT is to be listed, identified or present in all forms and methods of promotion and marketing of your event or project.

- Official race website
- Word of Mouth
- Facebook/social media posts on Yellowstone Musers Association Page, other mushing club sites, and on local West Yellowstone and Island Park Community Info pages
- Local West Yellowstone and Island Park Calendar of Events
- Sled Dog Central listing
- Info provided to West Yellowstone and Island Park Chambers of Commerce to be included in chamber publications

## SECTION 4 • PROPOSED BUDGET

- Provide a detailed line item budget for your event or project.
- A Budget Template can be downloaded [here](#) or requested by email or in person from the Board member contact and adapted for your event or project. Use of this fill in the blank Template isn't required, but is provided as a convenience for applicants who want to use it.
- Your budget should include projected income from all sources, including income from requested/applied for grants, awards, donations, contributions and sponsorships.
- Identify the amount of MAP funds you are requesting and the expenses that will be paid in part or in full with MAP funds.
- **Your request can't exceed 35% of your event's or project's total expense budget or \$40,000 maximum. It is within the Board's discretion to consider additional funds.**
- All budget expenses must be subsequently supported with invoices, bills, receipts, etc.
- It's beneficial for an applicant to contribute a percentage of entry fees, registrations, admissions etc. to an event's cash prizes/purse. MAP funds can be used to pay for cash prizes/purse. Requests for reimbursement of this type of expense must include a list of individual cash amount winnings, names and signatures of winners and their contact info. Also note: Check current state and federal tax regulations for payout amounts that require you to issue an IRS Form 1099 to individuals.
- MAP funds can be used to pay for administrative expenses. Click on this [link](#) to view Allowable Admin. Expenses.
- MAP funds may not be used for purchasing liquor or funding the distribution of liquor.
- Even though we ask you to submit a detailed line item budget, you can request disbursement or reimbursement in any amount for any approved expense, as long as the amounts requested aren't more than the approved amount of total funding.

**MAP Fund monies are generated from the collection of resort taxes. When applicable, please collect resort taxes for your event or project. If you're uncertain as to whether or not your event or project will be subject to remitting resort taxes, check with the town offices.**

## SECTION 4 - PROPOSED BUDGET

### 2025 Proposed Budget

Website	\$172.65
Graphic Design	\$350.00
* Purse	\$48,000.00
* Parking Area Plowing	\$250.00
Town Permit Fee	\$25.00
Town tax 4% of entry fee	\$160.00
Non-profit fees	\$400.00
* Race Crew	\$2,100.00
* Race Vet	\$2,400.00
Vet & Crew Lodging	\$1,500.00
* Insurance	\$602.00
Snowmobile Rental/Fuel	\$300.00
* Portable Toilet	\$395.00
Forest Service Permit	\$95.00
Race Supplies	\$750.00
Permanent Trail Signage	\$280.00
Banners	\$174.00
Race Crew Benefits	\$400.00
Race Bibs	\$985.00
Trail Passes	\$500.00
Trail Grooming	\$500.00
* Promo Baseball Caps	\$841.50
Charitable Donations	\$500.00
Trophies/Prizes	\$4,000.00
Official Race Gear/Uniform	\$2,000.00
Processing Fee Online Entry Payment	\$130.90

Total Expense \$67,811.05

Income	
WDS Sponsorship	\$40,000.00
MAP Grant	\$23,700.00
Estimated Entry Fees - \$65/\$35/\$150	\$4,150.00

Total Income \$67,850.00

\* Paid with MAP Funds



## SECTION 5 • APPLICATION REVIEW CRITERIA

Applications will be reviewed against multiple criteria. Please provide answers to the following questions:

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

- The sled dog races provide free events for locals and visitors
- Races are specifically scheduled on weekends that are historically slower than average to help support the local economy
- Race participants spend money at local businesses such as hotels, restaurants, bars, gas station, hardware store, etc.
- The sled dog races compliment and add to the diversity of existing winter events in West Yellowstone
- The sled dog races attract potential visitors to the area by providing a free event that is normally associated with Alaska. If you live in the lower 48, you don't have to go all the way to Alaska to experience sled dog racing
- The sled dog races help preserve the sport of sled dog racing and its history in the West Yellowstone area dating back to the first race in 1917

## SECTION 5 • APPLICATION REVIEW CRITERIA

- 2** 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.

Entries to all races are limited due to parking constraints. One measure of success is having all entry spots filled and with a waiting list, ensuring that there is always a full field of competitors.

The races are intended to be professional level events to attract the best mushers from all over North America and even Europe. A second measure of success will be attracting the best of the best to create an exciting, competitive race.

The races will also be considered a success when more and more visitors come to town specifically to watch the races. One sign of success from previous races was when a spectator called to say "We're coming to town to watch the sled dog races and want to go snowmobiling while we're there. Do you have any recommendations?"

Another indicator of success will be an increase in spectator numbers at the start line, at the finish line, and out on the trail. During the 2024 races, even though we were unable to start the races in town, we had snowmobile guides specifically bringing their clients to watch the race on the trail and had several spectators snowmobile and ski out to the power substation to watch the finish.

Still another indicator of success is when more and more mushers come to town to train prior to, and in between, the races. It is our goal to promote West Yellowstone as a great location to train dog teams for other regional races in addition to the local races and to keep these teams in town as long as possible. These mushers continue to spend money while training and visitors get the benefit of seeing dog teams in town and on the trails even when there is no race in progress.



- 3** 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)?

The sled dog races have received MAP funding in the past.

Rodeo Run - Funding in 2009, 2011, and 2012

Fun Run - Funding in 2013, 2014, 2015, and 2024

Yellowstone Special - Funding in 2014, 2015, and 2024

All vendors and expenses from previous races have been paid

- 4** Can your event or project proceed without MAP funds?

Yes, the sled dog races have a main sponsor, Wildfire Defense Systems (WDS), that provide a minimum \$40,000 in funds plus an Executive Director, Race Crew volunteers, a volunteer to manage social media posts, free concessions for race participants, and an event trailer for race support. In addition, WDS purchased a new Skidoo Expedition from local dealer Yellowstone Adventures in 2024 to be used at any time in the preparation and execution of the races.

- 5** If your event or project is approved for funding, how will you acknowledge the receipt of MAP funds as a funding source? The MAP Fund consists of Resort Tax funds paid by town businesses. Once an award is approved, marketing methods need to indicate, "Supported by West Yellowstone Businesses"

MAP will be acknowledged on the race website, the race facebook page, and on any print or online advertising, using the phrase "Supported by West Yellowstone Businesses". MAP will also be mentioned during pre-race musher meeting and during the awards presentation for each race.

## SECTION 6 - APPLICATION SUPPORTING DOCUMENTATION

Provide any supporting documents, plans, pictures etc. that might be helpful to MAPFAB in reviewing and understanding your event or project. If this is a reoccurring event or project that received MAP funding last year, then please provide a copy of last year's Outcome Report.

Supporting information, documents and photos can be found on the race website:  
<https://wdssleddograceseries.godaddysites.com>

# Certification

Applicant Individual or Organization: Yellowstone Mushers Association (YMA)

Event or Project Contact Person: Charlotte Mooney

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

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

Signature



Name (printed) Charlotte Mooney

Title Treasurer, YMA

Date

8/23/2024

## FOR OFFICE USE ONLY

☐ Application approved by MAPFAB for total requested amount of \_\_\_\_\_ Date \_\_\_\_\_

☐ Application approved by MAPFAB for only \_\_\_\_\_ of total requested amount Date \_\_\_\_\_

☐ Application not approved by MAPFAB Date \_\_\_\_\_

Reason:

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

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

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

## MAP Project Outcome Report – Wildfire Defense Race Series

MAP Funds Awarded = \$18,500

MAP Funds spent = \$18,500

The 2024 Wildfire Defense Race Series was successful in spite of challenges due to weather and snow conditions. While many other local and regional events were cancelled due to low snow conditions, both the Fun Run and the Yellowstone Special were held as scheduled. Parking for the sled dog races is extremely limited and competitor attendance at both events was at capacity with 15 teams competing in each race. The increased purse, made possible by the MAP funds awarded to the races, resulted in a field of world class competitors from 3 Canadian provinces, Germany, and 6 US States.

With the low snow conditions, we were unable to start either of the races in town and instead started and finished both races at the power substation located 1 mile west of town. Spectator numbers were less than anticipated for the originally scheduled in-town start, but there were still several spectators who skied and snowmobiled to either the start/finish area or to various locations along the race trail. A few local guides took the opportunity to show their clients a sled dog race up close and in person along the race trail.

One of our goals was to provide custom anoraks as Race Crew Uniforms, but sourcing those anoraks has proven more difficult than originally thought. The process is moving slower than we would like, but we have made progress with the creation of a prototype anorak. We have also located a manufacturer willing to produce the anoraks in small custom batches. We hope to have a final product by September of 2024.

Another goal for the Race Series was to move to electronic timing in preparation for the retirement of our long time Official Timer Betty Richey. It was suggested by a MAP board member that we consider sharing the timing system purchased by the Ski Foundation rather than duplicate equipment purchases. We decided to table the purchase of an electronic timing equipment while pursuing a shared option with the Ski Foundation and continuing research into which system will work best for the sled dog races in the long term. In the interim, we have purchased hand timing equipment to be used by Betty and her assistants.

The races have a committed long term sponsor and will continue into the foreseeable future. Long term goals include completion of the Anorak project and securing a larger parking area that will allow unlimited competitors as well as ample space for spectators.

Income/Expense 2024 Wildfire Defense Race Series

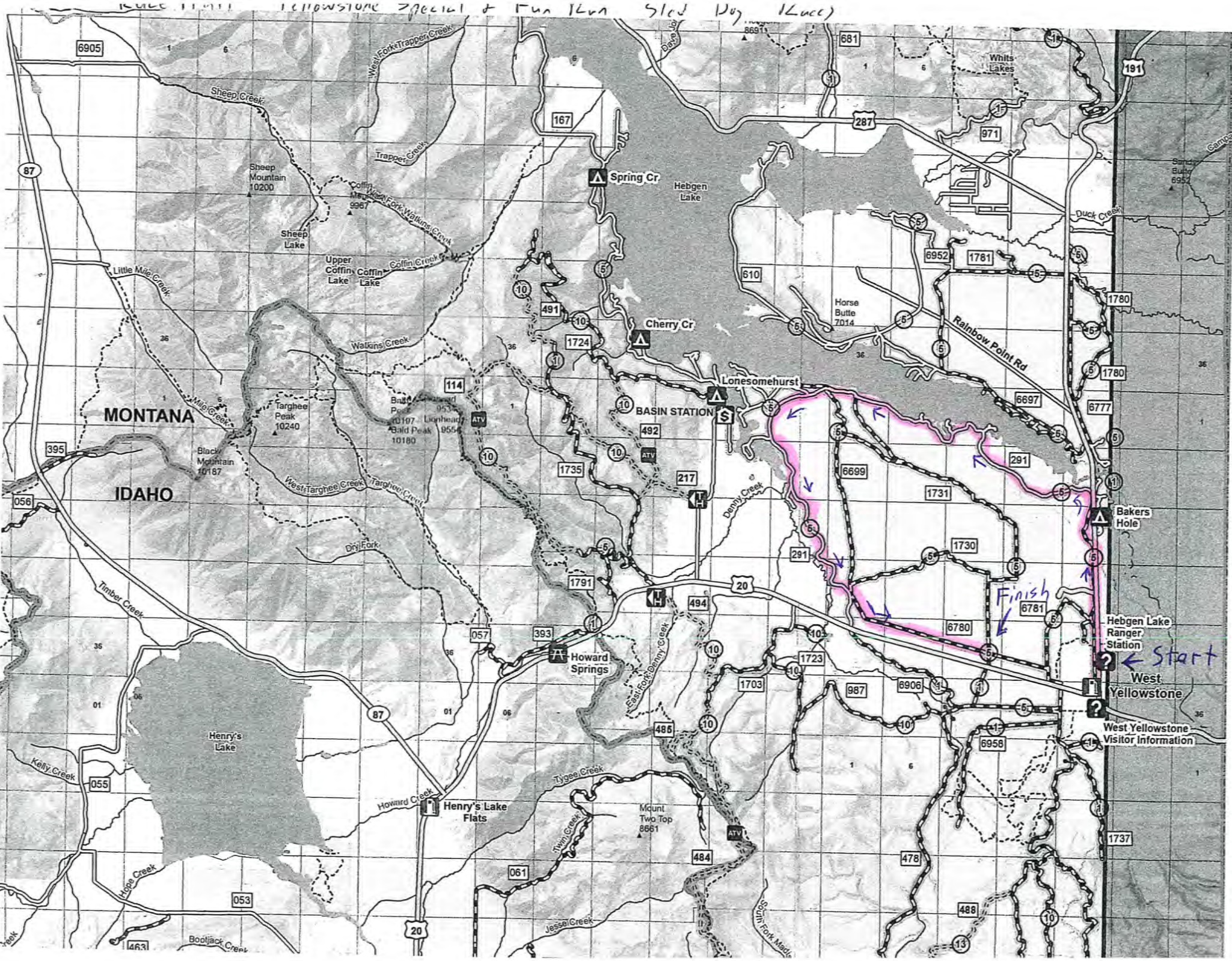
Proposed versus Actual

MAP Funds Awarded = \$18,500

MAP Funds Spent = \$18,500

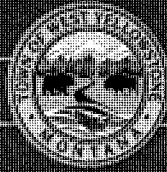
	2024 Proposed	2024 actual \$ MAP	Notes
Website	\$120.00	\$143.88	Basic website on GoDaddy, 1-year subscription includes payment processing
Logo Development	\$0.00	\$0.00	
Purse	\$51,000.00	\$43,992.30	purse, day money
Parking Area Plowing	\$0.00	\$225.00	Tri State Excavating
Town tax 4% of entry fee	\$130.00	\$0.00	Resort tax on entry fees only, none due, low snow and did not start in town
Race Manager	\$10,000.00	\$9,883.30	Pay set by Race Sponsor Dave Torgerson, \$10,000 less budget deficit \$116.70
Race Crew	\$600.00	\$1,199.00	Michael, Ivan and Hoiden
Race Vet	\$1,575.00	\$1,500.00	5 days @ \$300/day, plus ISDVMA membership
Insurance	\$446.00	\$404.00	no spectators in dog areas, increased for inflation
Snowmobile Rental/Fuel	\$250.00	\$255.11	insurance coverage donated machines, fuel
Porta Potty	\$397.00	\$395.00	1 portable toilet at start and 1 at finish of each race, increase for inflation
Forest Service Permit	\$87.00	\$90.00	Minimum fee
Race Supplies	\$0.00	\$193.13	2 rolls custom snow fence
Disposable Trail Signage	\$250.00	\$29.29	Snowmobile, Caution, numbered Antenna signs
Banners	\$200.00	\$0.00	
Race Crew Benefits	\$500.00	\$402.71	meals
Race Bibs	\$1,265.00	\$1,119.92	world cup supply, 40 bibs split 20/20
Trail Passes	\$600.00	\$410.00	Trail passes for mushers
Promo Baseball Caps	\$750.00	\$850.00	50 hats, 25/25 split
Charitable Donations	\$0.00	\$12,090.40	money donated by mushers, donations to Alix Crittenden, Liz Roberts, WY Senior Center, WY Trail Groomers, plus match from Torgerson
Timing System Purchase/Maintenance		\$89.91	2 New Stopwatches
Trophies/Prizes		\$4,095.91	Danler Sled giveaway, obsidian plates 1st, 2nd, 3rd, Series Champ
Official Race Gear/Uniform	\$3,700.00	\$137.79	anorak prototype
Processing Fee Online Entry Payment	\$120.00	\$114.93	2.3% + \$.30 each transaction
Total Expense	\$71,990.00	\$77,477.70	
<u>Income</u>			
WDS Sponsorship	\$50,000.00	\$50,000.00	
MAP Grant	\$18,500.00	\$18,500.00	
Matching Charitable Donation		\$4,832.70	Matching donation to Alix from Dave Torgerson
Estimated Entry Fees - \$65/\$35/\$150	\$3,500.00	\$4,145.00	actual entry fees collected
Total Income	\$72,000.00	\$77,477.70	
Balance		\$0.00	







THE TOWN OF



WEST YELLOWSTONE

## Marketing and Promotion Fund Advisory Board (MAPFAB)

### RECOMMENDATION TO TOWN COUNCIL (RTC) FOR AWARD APPROVAL

Event or Project Applicant: Yellowstone Mushers Association

Event or Project Name: WD Race Series- Fun Run & Yell. Special Sled Dog Races

Date Submitted: 8.23.24

Date Approved by MAPFAB: 9.12.24

Requested Funding Amount: \$23,700

Approved Funding Amount: \$23,700

Comments:

**None**

Recommendation submitted by: John M. Greve, MAPFAB Secretary

☐ This MAP Fund Award Recommendation is approved by the Town Council

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

Signature \_\_\_\_\_

MAYOR OR APPOINTED REPRESENTATIVE

Date \_\_\_\_\_

Comments:

Copy 1 – Town Clerk

Copy 2 – Town Council

Copy 3 – MAP Fund Advisory Board

# **TOWN OF WEST YELLOWSTONE MARKETING AND PROMOTION FUND EVENT AWARD AGREEMENT**

This Event Award Agreement (the “Agreement”) is between the Town of West Yellowstone Marketing and Promotion Fund Advisory Board (“MAPFAB”) and \_\_\_\_\_ (the “Awardee”)

## **PROVISION 1 – PURPOSE**

**1.1 Purpose.** The purpose of this Agreement is to enable MAPFAB to award funds of \$ \_\_\_\_\_ (the “Award”) from the Town of West Yellowstone’s Marketing and Promotion (MAP) Fund to the Awardee for eligible costs of the services or event (the “Event”) described in the Awardee’s previously submitted, authorized and approved MAP Fund Application (the “Application”), which is on file with MAPFAB and is incorporated by reference.

**1.2 Use of Funds.** The funds shall be used exclusively in accordance with the provisions contained in this Agreement and the Awardee’s Application and in conformance with Section 3.12.140 of the West Yellowstone Municipal Code and Resolution 515 establishing the MAP Fund and MAPFAB’s authority to oversee and award these funds, as well as any policies and procedures adopted thereunder. Use of the funds for administrative salaries or wages cannot exceed five (5%) percent of the total award. Use of the funds for all other MAPFAB defined Administrative Expenses cannot exceed an additional ten (10%) percent of the total award.

## **PROVISION 2 – REPRESENTATIONS AND WARRANTIES OF THE AWARDEE**

**2.1 Representations and Warranties.** The Awardee expressly represents and warrants to MAPFAB that it is duly qualified and eligible to receive these Award funds, and that the information included in its application is accurate, complete, and true. It shall implement and complete the Event in accordance with plans, timelines and specifications contained in the Application. Also, that the funds received by the Awardee pursuant to this Agreement shall be used only to implement the Event or provide services in conformance with the Awardee’s MAP Fund Application and for no other purpose.

**2.2 Certification.** The Awardee certifies by entering into this Agreement that neither it nor its principals are presently debarred, proposed for debarment, suspended, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term “principal” for purposes of this Agreement is defined as any officer, director, owner, partner, key employee or representative or other person with primary management or supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of the Awardee or the Awardee’s business, organization, group or entity.

## **PROVISION 3 – TERM**

**3.1 Effective Date.** This Agreement begins on the date when it is fully executed by both parties. No payments will be made to the Awardee until this Agreement is fully executed.

**3.2 Expiration Date.** The Event must be completed within twelve (12) months of the Town Council Award approval date, or the execution date of this Agreement, whichever date is later. One (1) extension to the twelve (12) month completion date requirement may be granted for up to six (6) months at the discretion of MAPFAB. This Agreement shall remain in effect sixty (60) days after the occurrence or completion of the Event, or until all obligations have been satisfactorily fulfilled, whichever occurs first. Unless otherwise provided herein, it may be extended upon written agreement of the parties.

**3.3 Survival of Terms.** The following Provisions survive the expiration or termination of this Agreement: 8. Liability; 9. Surety Bond and Insurance; 10. Audits; 12. Breach or Default; Remedies; Termination; 13. Miscellaneous Provisions

#### **PROVISION 4 – OBLIGATION; BUDGET; PAYMENT OF AWARD FUNDS**

**4.1 Total Obligation.** The total obligation of MAPFAB for payment of advance funds, expense invoices and/or reimbursement claims to the Awardee from the MAP Fund under this Agreement will not exceed \$\_\_\_\_\_.

**4.2 Advance Funds.** The Awardee may request advance funds of no greater than twenty-five percent (25%) of the Event's total expense budget. Procedures for requesting advance funds are set forth in the separate Addendum A and Advance Funds Request (AFR) documents available from MAPFAB Representatives, and are to be completed by Awardee, and are incorporated by reference.

**4.3 Budget Modifications.** The approved Event Budget is set forth in the Application and is incorporated by reference. Modifications are permitted without prior approval from MAPFAB provided such modifications are indicated in submitted financial reports, expense invoices and/or reimbursement claims, and they don't exceed the total Award amount.

**4.4 Payment of Claims, Expense Invoices, Reimbursements, Disbursements.** The Town of West Yellowstone (the "Town") will pay the Awardee for claims only after the Awardee properly submits itemized expense invoices and/or requests for reimbursements to MAPFAB Representatives and they accept and approve them. Procedures for payment of claims, expense invoices, requests for reimbursement or disbursement of funds are set forth in the separate Addendum A and Expense Reimbursement Request (ERR) documents available from MAPFAB Representatives, and are to be completed by the Awardee, and are incorporated by reference.

#### **4.5 Unapproved Claims or Expenses**

Any unapproved claim or expense shall be returned by MAPFAB Representatives to the Awardee with a brief explanation as to why the claim or expense was rejected. If any such rejection relates only to a portion of the itemized eligible expenses, the Town shall have no obligation to pay or disburse any Award funds for any itemized eligible expenses unless and until the Awardee submits a change or correction that is acceptable to and approved by MAPFAB Representatives.

**4.6 Disallowed Claims.** The Awardee agrees that if it claims or receives payment from the Town for an eligible expense, claim, invoice payment or reimbursement which is later disallowed by the Town, the Awardee shall promptly refund the disallowed amount to the Town upon the Town's request. At its option, the Town may offset all or any portion of the disallowed amount against any other payment due to the Awardee. Any such offset with respect to a portion of the disallowed amount shall not release the Awardee from its obligation to refund the remainder of the disallowed amount.



**4.7 Method of Payment.** The Town of West Yellowstone shall make all payments or disbursements of Award funds pursuant to this Provision by check payable to the Awardee sent via U.S. mail.

**4.8 Unexpended Funds.** The Event must be completed within twelve (12) months of the Town Council Award approval date, or the execution date of this Agreement, whichever date is later. One (1) extension may be granted for up to six (6) months at the discretion of MAPFAB. The Awardee must return to the MAP Fund any unexpended funds that have not been accounted for, claimed, or disbursed for the Event within sixty (60) days after its occurrence or completion date. Procedures for returning unexpended funds are set forth in the separate Confirmation of Event or Project Completion (CEPC) Notice available from MAPFAB Representatives, and is to be completed by the Awardee, and is incorporated by reference.

## **PROVISION 5 – PUBLICITY, PROMOTION, MARKETING**

**5.1 Publicity, Promotion, Marketing.** Any publicity, promotion and marketing regarding the Event of this Agreement must identify the MAP Fund and/or the “Businesses of West Yellowstone” as the provider of funds or sponsoring source for the Event.

## **PROVISION 6 – REPORTING REQUIREMENTS**

**6.1 Reports.** The Awardee shall submit written progress, operational and/or financial reports every sixty (60) days via email to MAPFAB Representatives until the occurrence or completion of the Event. A final Event Outcome Report will be submitted within sixty (60) days after the Event’s occurrence or completion. Event Outcome Report requirements are set forth in the separate MAP Fund Information document, available from MAPFAB Representatives, and is incorporated by reference.

## **PROVISION 7 – AUTHORIZED REPRESENTATIVE(S); NOTICE TO PARTIES**

**7.1 MAPFAB’s Authorized Representative(s).** MAPFAB’s Authorized Representative(s) have the responsibility to monitor the Awardee’s performance and the authority to accept the services provided under this Agreement and the Awardee’s Application. If services are satisfactory and the Awardee meets disbursement of advance funds and invoice submission and payment requirements listed in this Agreement, the Application and Appendix A, they will certify acceptance and authorize the Town to pay advance funds or invoices submitted for payment. MAPFAB’s Authorized Representative(s) are:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

**7.2 Awardee’s Representative(s).** The Awardee’s Authorized Representatives are responsible for completing the Event and the representations and warranties of Provision 2.1.

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

**7.3 Change of Representative(s).** If Authorized Representatives for either party change at any time during this Agreement, the party changing Representatives must immediately notify the other party.

**7.4 Communication.** Whenever any statement, document or other communication is required between Representatives, the above phone numbers and email addresses shall be used for the communication.

## **PROVISION 8 – LIABILITY**

**8.1 Liability.** The Awardee must indemnify, defend, and hold MAPFAB and the Town harmless from any claims or causes of action, including attorney's fees incurred by MAPFAB or the Town, arising from the performance of this Agreement by the Awardee or the Awardee's representatives, agents or employees. This provision will not be construed to bar any legal remedies the Awardee may have for MAPFAB's failure to fulfill its obligations under this Agreement.

## **PROVISION 9 – SURETY BOND AND INSURANCE**

**9.1 Surety Bond.** Without limiting Awardee's liability pursuant to Provision 8, Awardee shall maintain, during the full term of this Agreement, a Performance, Payment and Indemnity Bond for default or negligent acts, errors or omission with respect to professional or technical services, failure to re-pay funds in the event of a breach or termination if any, required in the performance of this Agreement and the Event with limits not less than half a million dollars (\$500,000) each claim.

**9.2 Commercial General Liability Insurance.** Commercial General Liability Insurance with limits not less than one million five hundred thousand dollars (\$1,500,000) each occurrence and two million dollars (\$2,000,000) general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; an Excess or Umbrella liability policy in the amount of five million dollars (\$5,000,000); Employer's Liability of one million dollars (\$1,000,000) and an automobile liability policy in the amount of one million dollars (\$1,000,000) combined single limit, and shall name MAPFAB and the Town as additional insureds.

**9.3 Required Post Expiration Coverage.** Should any of the bond or insurance required hereunder be provided under a claims-made form, Awardee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of one (1) year beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.

**9.4 Evidence of Insurance.** Before beginning any operations under this Agreement or the Application, Awardee shall furnish to MAPFAB Representatives certificates of bond and insurance evidencing all coverages set forth above and shall furnish complete copies of policies upon MAPFAB's request.

## **PROVISION 10 – AUDITS**

**10.1 Audits.** The Awardee's books, records, documents, and accounting procedures and practices of the Awardee or other party relevant to this Agreement or transaction are subject to examination by MAPFAB and/or the Finance Director of the Town of West Yellowstone and/or their agents, as appropriate, for a minimum of one (1) calendar year from the end of this Agreement, receipt and approval of all final reports or the period of time to satisfy all Town and MAP Fund Award Program retention requirements, whichever is later.

## **PROVISION 11 – ORDER OF PREFERENCE; INCORPORATION BY REFERENCE**

**11.1 Order of Preference; Incorporation by Reference.** Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: 1) requirements imposed by applicable federal or state law or Town's legal precedents, 2) this Agreement, 3) the Awardee's MAP Fund Event Application, and 4) the Event Application's various accompanying and referenced documents prepared by MAPFAB and/or completed by the Awardee, i.e. MAP Fund Policies and Procedures, MAP Fund Information, AFR, ERR, Addendum A. All of the foregoing are incorporated fully herein by reference.

## **PROVISION 12 – BREACH OR DEFAULT; REMEDIES; TERMINATION**

**12.1 Breach or Default.** A breach or default under this Agreement shall include but not be limited to any failure to comply with Federal, State or local laws, statutes, ordinances, rules, regulations, requirements, or the terms and conditions of the MAP Fund Program and this Agreement, or any material misrepresentation in the Application and supporting document submissions.

If MAPFAB and/or the Town determine that the Awardee has breached or is in default under this Agreement, then MAPFAB and/or the Town may take any remedial action legally available. Actions that may constitute a breach or default under this Agreement include but are not limited to:

- a. Any false or misleading statement or material misrepresentation in this Agreement, the Application and supporting submissions, in any claim or expense payment request or in any other document submitted to MAPFAB and/or the Town under this Agreement.
- b. Expenditure or use of funds provided under this Award for any purpose, in any manner or at any time, other than as authorized by and in conformance with this Award, the Event Budget and Agreement.
- c. Failure to comply with the MAP Fund Program requirements or any other Federal, State, or local laws, statutes, ordinances, rules, regulations, or requirements applicable in operating the MAP Fund Program.
- d. Excessive delay or failure to perform any obligation or otherwise fail to proceed in a manner consistent with the plans, tasks, activities and timelines of the Application; or
- e. Failure to comply with, or any material breach of, any other requirements, conditions, provisions, or terms of this Agreement.

**12.2 Additional Conditions.** If the Awardee breaches any term of this Agreement or remains in default after notice under this Agreement, MAPFAB and/or the Town may impose additional conditions to remedy such breach or default. Additional conditions may include, but are not limited to:

- a. Requiring corrected, additional and/or more detailed documentation, reports or financial accounting; and,
- b. Requiring the Awardee to change plans, methods, activities and actions or obtain additional assistance.

**12.3 Other Remedies.** If MAPFAB and/or the Town determine that a breach or default can't be remedied by imposing additional conditions, MAPFAB and/or the Town may take one or more of the following actions, individually or in combination with any other remedy:

- a. Require the immediate return of any previously disbursed Award funds that have been claimed or expended by the Awardee in breach or default of the terms of this Agreement.
- b. Temporarily withhold all or any portion of the Award funds not yet disbursed, regardless of whether the Awardee has previously submitted claims or whether MAPFAB and/or the Town have approved the disbursement of funds requested in any claim, pending correction of the breach or default.
- c. Disallow all or part of the cost of the service, activity, action or claim not in compliance.
- d. Wholly or partly suspend or terminate the Award.
- e. Reduce the Award in the amount affected by the breach or default.
- f. Take other remedies that may be legally available, including injunction, requiring reimbursement by the Awardee under the Awardee's bond and insurance policies for Award amounts used improperly or in breach or default of the terms of this Agreement, including reimbursement for attorney's fees, costs and interest at the statutory rate in effect at the time of the breach.

**12.4 Termination for Cause.** If the Awardee materially breaches or defaults under this Agreement, MAPFAB may terminate the Award and this Agreement. Material breaches include, but are not limited to failure to comply with the provisions of this Agreement, submission of false payment claims, failure to achieve reasonable progress on the Event, failure to fulfill the purposes for which the funds were awarded or any other findings regarding an Awardee's failure to abide by the terms of the Award and this Agreement that would support a termination of funding, the determination of which shall be exclusively within MAPFAB's discretion.

MAPFAB shall give the Awardee written notice specifying the date and the extent to which such termination, including the termination of their rights thereunder, becomes effective. At MAPFAB's discretion, the Awardee may be allowed ten (10) days to provide information and documentation challenging the termination or cure the breach or default. Upon termination, the Awardee will be entitled to payment of eligible expenses, determined on a pro rata basis, for services satisfactorily performed. MAPFAB will not be liable for work on the Event performed after the effective date of termination.

**12.5 Termination for Convenience.** Notwithstanding any other provision of this Agreement to the contrary, either party may terminate this Agreement and Award, at any time, for any reason, by giving the other party a thirty (30) day written notice specifying the date and the extent to which such termination, including the termination of rights thereunder, becomes effective. If terminated for convenience by Awardee, Awardee shall immediately return all funds previously distributed.

**12.6 Termination for Insufficient Funding.** MAPFAB may immediately terminate this Award if funding cannot be continued at a level sufficient to allow for the payment of the Event Budget's services and expenses. MAPFAB shall exercise this option by giving the Awardee a ten (10) day written notice specifying the date and the extent to which such termination becomes effective. MAPFAB is not obligated to pay for any services or expenses that are provided after notice and effective date of termination. However, the Awardee may be entitled to payment, determined on a pro rata basis, for eligible expenses and services satisfactorily performed to the extent that funds are available.

**12.7 Termination for Force Majeure.** One or both parties may be relieved from performing their contractual obligations under this Agreement and Award when certain external circumstances that are unforeseeable,

unavoidable and/or beyond their control arise, making performance inadvisable, impracticable, illegal, or impossible. External circumstances include but are not limited to 1) atypical weather (excessive or lack of precipitation, extreme heat or cold) and natural disasters or “acts of God” (wildfires, floods, earthquakes, super volcanoes, hurricanes, tornadoes), and 2) catastrophes created by humans, i.e. governmental or societal actions (pandemic, civil unrest, labor strikes).

If the performance of this Agreement and the Event cannot be continued due to force majeure, the parties may be exempted from liabilities in whole or part according to the impact of the force majeure. If either party cannot perform this Agreement or Event due to force majeure, it shall 1) promptly notify the other party, 2) submit sufficient proof of force majeure, 3) make reasonable efforts to reduce the consequences and minimize possible losses by either party, and 4) resume the performance of all relevant or remaining obligations as soon as possible after the termination of the force majeure. MAPFAB may, within its sole discretion, require repayment from the Awardee for funds previously distributed regardless of the reason or cancellation of the event.

**12.8 Remedies Nonexclusive.** Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to MAPFAB and the Town in law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

## **PROVISION 13 – MISCELLANEOUS PROVISIONS**

**13.1 Modification and Waiver.** No modification, waiver, amendment, or addition to any of the terms of this Agreement shall be effective unless set forth in writing signed by the Parties. The failure of MAPFAB to enforce any provision of this Agreement shall not be construed to be a waiver of such provision or of the right of MAPFAB thereafter to enforce each and every provision hereof.

**13.2 Other Writings.** Except for this Agreement and the Awardee’s application, this Agreement supersedes all previous agreements, written or oral, between the Parties. Paragraph headings are for convenience only and should not be construed as part of this Agreement.

**13.3 Severability.** All provisions, terms, conditions, paragraphs, sub-paragraphs, agreements and covenants ("Provisions") contained in this Agreement are severable and, in the event any one of them shall be held to be invalid by any court of competent jurisdiction, this Agreement shall be interpreted as modified by the court or as if such Provision was not contained herein, but in either event such determination shall not otherwise affect the validity of any other Provisions.

**13.4 Choice of Law and Jurisdiction.** This Agreement shall become effective as of the date set forth below and shall be governed by, and construed in accordance with, the internal, substantive laws of the State of Montana. The Parties agree that the state courts located in Gallatin County, Montana shall have jurisdiction in any action, suit or proceeding against MAPFAB based in part on or arising out of this Agreement, and Awardee hereby: (a) submits to the personal jurisdiction of such courts; (b) consents to service of process in connection with any action, suit or proceeding against Awardee; and (c) waives any other requirement (whether imposed by statute, rule of court or otherwise) with respect to personal jurisdiction, venue or service of process.

**13.5 Assignments.** This Agreement is not assignable by either party without the prior written consent of the other, except that MAPFAB may assign it to any assignee or successor to all of any substantial part of MAPFAB.

**BY SIGNING BELOW**, the Awardee and MAPFAB have, through their duly Authorized Representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

{ Awardee }

{ Awardee }

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

{ MAPFAB }

{ MAPFAB }

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **ADDENDUM A**

### **ADDITIONS, REVISIONS OR EXCLUSIONS TO THE CURRENT MAP FUND APPLICATION AND INFORMATION FOR APPLICANTS APPLYING FOR AND/OR BEING AWARDED FUNDING FOR THIS \$100K OR LESS 2025 EVENT**

#### **ADDITION to MAP Fund Information Section- Eligible Applicants, Eligible Events, Application Process**

##### **FUNDING QUALIFYING PROCESS**

1. \$100K or less of MAP Fund funds for ONE qualifying Fund applicant
2. Applicants must properly complete and submit MAP Fund Application and all other required documentation from 2.1.24 - 6.30.24
3. MAPFAB will review Applications. Applications will be evaluated and numerically scored using a evaluation/scoring system. Once MAPFAB chooses the ONE event application to receive funding, they will make a recommendation to the Town Council to approve the funding. The Town Council has final approval to award funding.
4. MAP Fund investment is financial. MAPFAB members are available to discuss the event and list the funded event on the MAP Fund section of the Town's website, but are not available to assist in planning, coordinating or delivering the event.

##### **QUALIFIED APPLICANTS**

1. Any individual, group, organization or business that properly completes and submits MAP Fund Application and all other required documentation between 2.1.24 – 6.30.24
2. Bonded \$500K and insured \$5M

##### **EVENT LOCATION**

1. Within W. Yell. town limits or a 20 mile radius of town w/in the state of MT

##### **EVENT TIME PERIOD**

1. 2025- Any months, weeks or days of the year
2. Minimum 2 consecutive days

##### **EVENT TYPE**

1. Any that meets and completes all qualifications, criteria, required documentation, agreements
2. Ability/strategy to sustain event for future years
3. Previous recipients of MAP funding may submit applications for the \$100K or less event. However, they must submit an application for a new, different, separate event than their previously funded event.
4. Greater in scope, substantially different than before in duration or frequency, economic or cultural impact and benefits and measures of success
5. Meets other qualifications or criteria established by MAPFAB

##### **TIMELINE/MILESTONES TO BE MET BY MAPFAB**

1. Timeline for applicants to submit applications- 2.1.24 – 6.30.24
2. Date to review applications- By end of July 2024

3. Date to notify applicants of their application status- July – Aug 2024
4. Date to recommend an event application to Town Council for approval- By end of Sept. 2024
5. Date to announce approved funding, assign Board members to oversee event and Awardee sign Event Award Agreement (EAA)- By end of Oct. 2024
6. MAPFAB oversee event until its occurrence(s) or completion

#### **TIMELINE/MILESTONES TO BE MET BY APPLICANTS**

1. Submission of applications- 2.1.24 – 6.30.24
2. Meet dates of timeline/milestones listed in the App
3. Receive notification of status of application - July - Aug. 2024
4. Approved and awarded applicant can receive advance funds and additional funding according to Disbursement of Funds detailed in Addendum A after 11.1.24, thru event date, and after
5. Progress reports every 60 days until event
6. Outcome Report- post event

#### **\$100K OR LESS 2025 EVENT APPLICATION EVALUATION/SCORING SYSTEM (AESS)**

1. Each criterion is assigned a maximum point value. MAPFAB evaluates/scores the Application on each criterion. Scores for each criterion are then added to equal the total score of 60 points.
2. MAPFAB reserves the right to request an interview of any applicant.
3. Criterion Maximum Points
  - Section 1- Event Summary- 10 points
  - Section 2- Timeline- 10 points
  - Section 3- Promotion, Marketing- 10 points
  - Section 4- Proposed Budget- 10 points
  - Section 5- Impacts and Benefits- 10 points
  - Section 6- Supporting Documentation- 10 points
  - Total = 60 points

#### **ADDITION to MAP Fund Application- Certification**

#### **EVENT AWARD AGREEMENT (EAA)**

1. The Applicant who is chosen and approved to receive funding for their Event will be known as the “Awardee.”
2. The Awardee will be required to review and execute a separate contract w/ MAPFAB known as the “Event Award Agreement (EAA)” before any funds are disbursed.

#### **REVISION of current MAP Fund Information Sections- Advance Funding Request (AFR), Disbursement of MAP Funds, Reimbursement**

#### **\$100K OR LESS 2025 EVENT DISBURSEMENT OF FUNDS**

1. Up to \$25K in Advance Funds may be requested and awarded with the following conditions:
  - Applicant completes our current Advance Funding Request (AFR) Document



- Applicant must submit all expense invoices AND PROOF OF PAYMENT totaling the amount of Advance Funds before being eligible to receive additional funds.
  - Invoices to be submitted in increments of \$10K or more, except perhaps the final \$5K.
2. Up to an additional \$50K may be requested and awarded with the following conditions:
    - Applicant must submit all expense invoices totaling up to the additional \$50K. PROOF OF PAYMENT IS NOT NECESSARILY REQUIRED AT THIS TIME.
    - Invoices to be submitted in increments of \$10K or more.
  3. Up to a final \$25K may be requested and awarded with the following conditions:
    - Applicant must submit all expense invoices AND PROOF OF PAYMENT totaling the previously awarded \$50K. Invoices to be submitted in increments of \$10K or more.
    - Applicant must submit all expense invoices AND PROOF OF PAYMENT totaling the final \$25K. Invoices to be submitted in increments of \$10K or more, except perhaps the final \$5K.
  4. Use of funds for administrative salaries or wages cannot exceed five (5%) percent of the total award.
  5. Use of funds for all other MAPFAB defined Administrative Expenses cannot exceed an additional ten (10%) percent of the total award.



# Marketing and Promotion (MAP) Fund APPLICATION COVER PAGE

## APPLICANT INFORMATION

Applicant Individual or Organization: Wild West Pizzeria, Inc.

Event or Project Contact Person: Aaron Hecht

Address: PO Box 931, 14 Madison Ave, West Yellowstone, MT 59758

Phone: 406-580-8646 Email: aaron@wildwestpizza.com

Application Submission Date: 08/30/2024

## EVENT OR PROJECT INFORMATION

Event or Project Name: Wild West Winter Block Party

Location of Event or Project: Outside on Madison Avenue between Boundary and Canyon

Date(s) of Event or Project: 03/07/2024-03/08/2024

Estimated Total Event or Project Cost: \$179,200

MAP Fund Amount Requested: \$100,000



## SECTION 1 • PROPOSED EVENT OR PROJECT SUMMARY

Describe or explain your event or project. Provide enough detail so that those reviewing the application can comprehend or visualize the full scope of your event or project.

Our community has greatly missed the Expo days, where our winter streets were full of activity and our shops, hotels and restaurants were busy with patrons. Expo is sorely missed, and the void has not been filled since. Our event is an attempt to inject our winter economy with a two day event that collaborates with businesses throughout our community for shared prosperity and fun.

The Wild West Winter Block Party, a two-day outdoor concert event during our winter season, is organized by Wild West Pizzeria & Saloon, a member of the West Yellowstone community since 1999. Set against the backdrop of West Yellowstone's snowy landscape, this event will take over Madison Avenue from Boundary to Canyon, transforming nearly a full city block into a vibrant, music-filled weekend.

We imagine a bustling street filled with the sounds of live music echoing through the winter air, as visitors and locals gather to enjoy a weekend of entertainment and adventure. The Wild West Winter Block Party isn't just another event; it's a full-blown winter celebration designed to invigorate the local economy during the quieter off-season.

This event will be in collaboration with RJK Entertainment LLC, a concert promoter based in Ketchum, Idaho, which has produced events nationwide. They will handle every detail of the production including booking top-notch bands. Montana Pro Audio will be in charge of deploying the stage, rigging the stage and setting up all sound and lighting. Attendees can choose to enhance their experience with VIP access, offering premium views and exclusive amenities.

The Wild West Winter Block Party will offer Activities Packages, bundling concert tickets with hotel stays and winter adventures like snow coach or snowmobile tours through Yellowstone National Park, and cross-country skiing expeditions. This is more than just a concert—it's a winter escape, designed to keep attendees engaged and entertained throughout their stay while showcasing all that West has to offer in the winter.

We will also be reaching out to local non-profit organizations and offering them the opportunity to set up food tents. Wild West Pizzeria & Saloon in collaboration with the Buffalo Bar will be setting up beer tents throughout the venue. The event space will be well-equipped with security, ample trash services, and plenty of portable potties to ensure a comfortable and safe environment for all attendees. There will be no re-entry option for attendees, keeping folks on-site during the concerts. Additionally, the concert end times allow for attendees to go to other local establishments before and after, adding more revenue for those businesses.

We anticipate drawing a crowd of 1,500 to 2,000 concertgoers, all of whom will be encouraged to stay local, dine local, explore local to fully immerse themselves in winter in West Yellowstone. The Wild West Winter Block Party isn't just an event—it's an experience that will leave a lasting impact on both the community and our visitors, creating memories that will draw people back year after year to what will hopefully be a reoccurring winter event.

## SECTION 2 • PROPOSED TIMELINE

- Provide your event or project schedule that identifies timelines for actions such as planning, construction, promotion and implementation of activities necessary for your event or project.
- Provide a schedule of events/activities occurring during your event time period.

### Project Schedule

~August-September: Begin planning and coordination with RJK Entertainment LLC, Montana Pro Audio, local authorities and businesses.  
~September-October: Finalize the lineup of performers, initiate the marketing campaign, and begin selling tickets.  
~November: Secure permits, finalize logistics (security, trash services, porta potties), and continue marketing efforts.  
~December-February: Conduct final checks with all vendors and ramp up marketing.  
~March: Event set up.

### Schedule of Events:

March 6, 2024

Stage set up and partial road closure.

March 7, 2024

7:00 AM: Road closure and event setup begins.

3:00 PM: Gates open for VIP area.

4:00 PM: General admission gates open.

5:00 PM - 10:00 PM: Live music performances.

10:30 PM: Event closes for the night.

March 8, 2024

3:00 PM: Gates open for VIP area.

4:00 PM: General admission gates open.

5:00 PM - 10:00 PM: Live music performances.

10:30 PM: Event concludes, road reopens after cleanup.

March 9, 2024

7:00 AM: Clean up continues.

12:00 PM: road reopens after cleanup



## SECTION 3 • PUBLICITY, PROMOTION, MARKETING

Describe how your event or project will be promoted or marketed to visitors, residents or participants. West Yellowstone, Montana or West Yellowstone, MT is to be listed, identified or present in all forms and methods of promotion and marketing of your event or project.

**Digital Marketing:** Targeted social media campaigns on platforms such as Facebook and Instagram, highlighting the unique winter concert experience in West Yellowstone. Google Ads will also be utilized to reach potential attendees searching for winter activities and events in the region.

**Local and Regional Advertising:** Ads in local newspapers, radio spots, and flyers distributed in nearby towns and cities. Collaboration with local businesses and tourism boards to promote the event.

**Event Partnerships:** Promotion through partner businesses such as Buffalo Bar and local hotels, including cross-promotional deals with activity and lodging packages.

**Website and Email Marketing:** A dedicated event page on the Wild West website with ticketing options and detailed event information. Email newsletters to past customers and interested visitors, emphasizing the winter getaway experience in West Yellowstone.

**Press Releases:** Distributed to regional and national media outlets, focusing on the unique aspects of a winter concert near Yellowstone National Park.

"West Yellowstone, Montana" will be prominently featured in all promotional materials.

## SECTION 4 • PROPOSED BUDGET

- Provide a detailed line item budget for your event or project.
- A Budget Template can be downloaded [here](#) or requested by email or in person from the Board member contact and adapted for your event or project. Use of this fill in the blank Template isn't required, but is provided as a convenience for applicants who want to use it.
- Your budget should include projected income from all sources, including income from requested/applied for grants, awards, donations, contributions and sponsorships.
- Identify the amount of MAP funds you are requesting and the expenses that will be paid in part or in full with MAP funds.
- **Your request can't exceed 35% of your event's or project's total expense budget or \$40,000 maximum. It is within the Board's discretion to consider additional funds.**
- All budget expenses must be subsequently supported with invoices, bills, receipts, etc.
- It's beneficial for an applicant to contribute a percentage of entry fees, registrations, admissions etc. to an event's cash prizes/purse. MAP funds can be used to pay for cash prizes/purse. Requests for reimbursement of this type of expense must include a list of individual cash amount winnings, names and signatures of winners and their contact info. Also note: Check current state and federal tax regulations for payout amounts that require you to issue an IRS Form 1099 to individuals.
- MAP funds can be used to pay for administrative expenses. Click on this [link](#) to view Allowable Admin. Expenses.
- MAP funds may not be used for purchasing liquor or funding the distribution of liquor.
- Even though we ask you to submit a detailed line item budget, you can request disbursement or reimbursement in any amount for any approved expense, as long as the amounts requested aren't more than the approved amount of total funding.

MAP Fund monies are generated from the collection of resort taxes. When applicable, please collect resort taxes for your event or project. If you're uncertain as to whether or not your event or project will be subject to remitting resort taxes, check with the town offices.



## SECTION 4 • PROPOSED BUDGET

### Expense Overview

#### Event Production

\$20,000.00 Montana Pro Audio: Stage, Lighting and Sound Production.  
\$20,000.00 RJK Entertainment, LLC: Artist contact and event coordination.  
\$60,000.00 Artist Fees Booking fees for bands and performers  
\$20,000.00 Administration Expenses

#### Event Operations

\$5,000.00 Security Services On-site security personnel and coordination with local police  
\$2,000.00 Permits and Licenses Road closure permits, event permits  
\$3,500.00 Insurance Event liability insurance through State Farm  
\$2,500.00 Trash Services L&L Site Services for trash collection and removal  
\$2,600.00 Spiffy Biffy rental

#### Marketing and Promotion

\$10,000.00 Digital Marketing Social media ads, Google Ads, email campaigns  
\$2,000.00 Print Advertising Flyers, posters, local newspaper ads  
\$3,500.00 Partnerships and Sponsorships Marketing materials, partner promotions

#### Miscellaneous

\$4,000.00 VIP Area Setup Tents, seating, heaters, exclusive amenities  
\$3,000.00 Activities Packages Coordination Logistics for bundling hotel stays, tours, and excursions and reimbursing collaborating businesses  
\$13,100.00 Contingency Fund 10% of total budget for unforeseen expenses  
\$ 10,000.00 Materials and Supplies  
\$179,200.00 Total Estimated Expenses

### Revenue Overview

\$100,000.00 MAP Fund Grant Requested funding from the MAP Fund

#### Ticket Sales

\$180,000.00 General Admission 1,500 tickets at \$60 each per day  
\$40,000.00 VIP Tickets 200 tickets at \$100 each per day  
\$15,000.00 Food and Beverage Sales Revenue from food and drink sales (estimated profit)  
\$50,000.00 Regional and Local Sponsorship  
\$385,000.00 Total Estimated Revenue

## SECTION 5 • APPLICATION REVIEW CRITERIA

Applications will be reviewed against multiple criteria. Please provide answers to the following questions:

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

**Economic:** The event is expected to bring 1,500-2,000 visitors during the off-season, filling hotels, restaurants, and recreational businesses. The Wild West Winter Block Party is strategically planned to deliver significant economic benefits to the West Yellowstone community, during the off-season. By attracting 1,500 to 2,000 attendees, this event will inject much-needed revenue into local businesses, including hotels, restaurants, and recreational service providers. The influx of visitors will lead to increased bookings at local hotels and lodges, higher foot traffic in shops and eateries, and more reservations for winter activities such as snowmobiling and cross-country skiing.

The economic ripple effect of the event extends beyond just the immediate weekend. The exposure gained through extensive marketing will position West Yellowstone as a desirable winter destination, encouraging repeat visits and longer stays throughout the winter season. This event also opens up opportunities for local vendors and suppliers to secure additional contracts, further stimulating the local economy.

**Cultural:** The event will serve as a gathering point for both residents and visitors, fostering community spirit and offering a unique cultural experience with live music and winter activities. This event enhances the cultural appeal of West Yellowstone as a winter destination, offering visitors an authentic, locally-rooted experience that contrasts with the more commercialized winter events found in larger cities. The Wild West Winter Block Party will help position West Yellowstone as a unique cultural hub in the Greater Yellowstone region, attracting visitors who are seeking more than just outdoor adventure, but a deeper connection to the local way of life.

**Social:** This event will serve as a much-needed gathering point for the community during the quieter winter months. It will provide residents with a vibrant social outlet, bringing together people of all ages to enjoy music, food, and festivities in a safe and welcoming environment. This event will strengthen community bonds by offering a space for locals to connect, celebrate, and shake off the toll that a long winter has on all of us locals.

**Aesthetic:** The outdoor winter setting will provide a visually appealing experience, with the natural beauty of West Yellowstone enhancing the concert atmosphere. The visual impact of the event will also attract those interested in photography, social media sharing, and experiencing the beauty of a winter celebration in West Yellowstone.



## SECTION 5 - APPLICATION REVIEW CRITERIA

- 2** 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.

**Attendance:** Tracking ticket sales, with an expected turnout of 1,500-2,000 attendees.

**Economic Impact:** Monitoring hotel bookings, restaurant sales, and recreational activity reservations linked to the event.

**Marketing Reach:** Analyzing website traffic, social media engagement, and the effectiveness of digital advertising campaigns.

**Partnerships:** Evaluating the success of partnerships with local businesses and the overall cooperation with vendors.



- 3** 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)?

Wild West has not received MAP funding in the past. This is our first application.

- 4** Can your event or project proceed without MAP funds?

\*\*\*Due to timing and logistics, this event cannot take place unless we gain approval at your September 2024 MAP meeting and subsequent council meeting.\*\*\*

Securing MAP funds is critical for the event's success. Without this funding, we would not be able to host what will hopefully become a reoccurring event.

- 5** If your event or project is approved for funding, how will you acknowledge the receipt of MAP funds as a funding source? The MAP Fund consists of Resort Tax funds paid by town businesses. Once an award is approved, marketing methods need to indicate, "Supported by West Yellowstone Businesses"

If approved for funding, Wild West will acknowledge the receipt of MAP funds on marketing materials with the phrase "Supported by West Yellowstone Businesses." This acknowledgment will appear on the event website, social media posts, digital ads, printed materials, and at the event itself.

## SECTION 6 - APPLICATION SUPPORTING DOCUMENTATION

Provide any supporting documents, plans, pictures etc. that might be helpful to MAPFAB in reviewing and understanding your event or project. If this is a reoccurring event or project that received MAP funding last year, then please provide a copy of last year's Outcome Report.

# Certification

Applicant Individual or Organization: Wild West Pizzeria

Event or Project Contact Person: Aaron Hecht

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

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

Signature \_\_\_\_\_

Name (printed) Aaron Hecht

Title Owner and Operator

Date 08/30/2024

## FOR OFFICE USE ONLY

☐ Application approved by MAPFAB for total requested amount of \_\_\_\_\_ Date \_\_\_\_\_

☐ Application approved by MAPFAB for only \_\_\_\_\_ of total requested amount Date \_\_\_\_\_

☐ Application not approved by MAPFAB Date \_\_\_\_\_

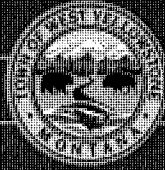
Reason:

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





THE TOWN OF



WEST YELLOWSTONE

## Marketing and Promotion Fund Advisory Board (MAPFAB)

### RECOMMENDATION TO TOWN COUNCIL (RTC) FOR AWARD APPROVAL

Event or Project Applicant: Wild West Pizzeria

Event or Project Name: Wild West Winter Block Party

Date Submitted: 8.30.24

Date Approved by MAPFAB: 9.12.24

Requested Funding Amount: \$100,000

Approved Funding Amount: \$100,000

Comments:

If Council approves award, Applicant will reduce previously submitted budget expense for Stage, Lighting and Sound Production (Admin Expense) to be paid for by MAP funds from \$20K to \$10K and add the marketing expense of \$10K for Digital Marketing to be paid for by approved funds.

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

Signature \_\_\_\_\_

MAYOR OR APPOINTED REPRESENTATIVE

Date \_\_\_\_\_

Comments:

Copy 1 – Town Clerk

Copy 2 – Town Council

Copy 3 – MAP Fund Advisory Board

**MEMORANDUM OF UNDERSTANDING  
TOWN OF WEST YELLOWSTONE/GALLATIN COUNTY SHERIFF'S OFFICE**

This Memorandum of Understanding, ("MOU") is made on the \_\_\_\_ day of \_\_\_\_\_, 2024, between the Town of West Yellowstone, the ("Town"), the Gallatin County Sheriff's Office, the ("Sheriff") and Gallatin County, the ("County").

**RECITALS:**

WHEREAS, Section 7-11-102, MCA, permits local governments to make the most efficient use of their powers by enabling them to cooperate with other local governmental units on a basis of mutual advantage and thereby to provide services and facilities in a manner that will accord best with the factors influencing the needs and development of local communities;

WHEREAS, Section 7-11-301(2) allows local governments to directly contract for consolidation and transfer of services without the formalities of an interlocal agreement;

WHEREAS, the Town is currently in need of assistance providing law enforcement services to the citizens and businesses within its boundaries and the Sheriff is willing and able to provide such assistance on a temporary basis;

WHEREAS, the Town has a Chief of Police who can fulfill the law enforcement duties set forth in Section 7-32-4105, MCA;

WHEREAS, To the extent necessary or allowable by law, the Town, through its Chief of Police makes a standing request for assistance to the Sheriff pursuant to Section 44-11-101, MCA throughout the period this MOU is in effect; and

WHEREAS, the County and the Sheriff are agreeable to rendering such law enforcement services, understanding the temporary needs of the Town and agree that the Sheriff can provide such services as are necessary and that the Town will pay a set hourly fee for the services provided as set forth in detail below:

NOW THEREFORE, the parties agree as follows:

1. The recitals set forth above are incorporated herein in full.
2. The purpose of this MOU is to provide the terms and conditions of the agreement between the parties for the Sheriff to provide law enforcement coverage for the Town on a temporary basis and for payment for such services.
3. The Sheriff will provide a sufficient number of deputies to cover the shifts requested by the Town if the Sheriff has such deputies available.
4. The Town shall provide a calendar to the Sheriff to schedule shifts as needed. The Sheriff will notify the Town on a weekly basis the names of deputies that will be covering the requested shifts and. a calendar will be provided to the Sheriff no later than the 15<sup>th</sup> of any month if coverage is needed for any month thereafter.
5. Any deputies working in the Town shall answer directly to the Sheriff however they shall coordinate with the Town Police Chief or designee on a day-to-day basis regarding any issues that may arise.

6. For the offenses of Assault (§45-5-201, MCA), Partner or Family Member Assault (§45-5-206, MCA) or an offense under Title 61, Chapter 8, Part 4, MCA, that occur within the boundaries of the Town the Deputy Sheriff has the exclusive option to charge the crime in Gallatin County Justice Court and have the offense prosecuted by the Gallatin County Attorney's Office or to charge the crime in the City Court of the Town and be prosecuted by the West Yellowstone City Attorney. Any felony investigations started by the Sheriff shall be completed by his deputy and prosecuted by the County Attorney's office.
7. The Sheriff has been provided a memorandum from the Town regarding Court procedures and shall provide the same to the Deputies for offenses that are charged in the West Yellowstone City Court.
8. The Sheriff or his designee shall meet with the Chief of Police immediately upon execution of this Agreement and the Chief and the Sheriff will identify which duties shall be provided by either the Sheriff or the Town. The list of duties to be performed shall become part of this Agreement.
9. The Town shall continue to maintain its police vehicles, including insurance and such vehicles may be used by the deputies if necessary to perform their duties as set out herein.
10. The Town shall pay the Sheriff the deputy's current wage for regular hours worked and the deputy's overtime rate for any overtime hours worked. The Sheriff must submit claims for the amounts due before either the 1<sup>st</sup> or 3<sup>rd</sup> Tuesday of each month in order for the Council to consider the bill at its next meeting.
11. The Town agrees to approve the payment of said claim at the first meeting to be held after the claim is received.
12. The Sheriff and the Chief of Police shall be responsible for the day-to-day administration of this MOU.
13. The rendition of such services, the standards of performance, the discipline of deputies and other matters incident to the performance of such services and the control of personnel so employed shall remain with the Sheriff under this MOU and subject to the policies and procedures established by the Sheriff. The employees of the Town shall remain employees of the Town and shall work with and cooperate fully with the Sheriff in the performance of his duties under this Agreement.
14. The County and Sheriff shall maintain liability insurance for the activities of Sheriff in providing law enforcement services to the Town under this MOU. The County and Sheriff shall assume liability for, defend against and hold harmless the Town from all costs or damages including attorney's fees for injury to persons or property caused by the negligence of or intentional misconduct of the Sheriff or Sheriff's personnel in providing or failing to provide such law enforcement services to the Town. The Town shall assume liability for, defend against, and hold harmless the County and Sheriff from all claims and costs of damages including attorney fees for injury to persons or property caused by the Town in its negligent or intentional misconduct in administration of the terms and conditions of this MOU or failing to provide auto insurance for Town motor vehicles driven by deputy Sheriffs.

15. No party shall assign, transfer, or convey any right or obligation set forth in this MOU without the prior written consent of the other party. The undersigned represent that they have authority to enter into this MOU.
16. This MOU constitutes the sole and entire agreement between the parties hereto. No other terms or conditions shall be binding upon either party unless accepted in writing. This MOU supersedes any previous oral or written agreements between the parties.
17. All persons employed by the Sheriff in providing general law enforcement services to the Town shall be considered County employees, and they shall not have any benefit, status or right of Town employment. The Town shall not be liable for direct payments of salaries, wages or other compensation to the County employees providing general law enforcement services to it. The Town shall not be liable for indemnity to any County employee for injury or sickness arising out of his or her employment in providing law enforcement services to it. For the sole purpose of giving official status to their acts in performing this MOU, every County Sheriff's deputy or employee engaged in providing general law enforcement services to the Town shall be considered an agent of the Town.

Notwithstanding the date of signatures of the parties, the terms and conditions of this MOU become effective on the day first written above by:

GALLATIN COUNTY MONTANA

TOWN OF WEST YELLOWSTONE

\_\_\_\_\_  
BY:

Its: Chair, Board of County Commissioners

\_\_\_\_\_  
BY: Daniel Walker

Its: Town Manager

GALLATIN COUNTY SHERIFF

  
Dan Springer

# ORDINANCE No. 277

## AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF WEST YELLOWSTONE AMENDING SECTION 17.30 OF THE WEST YELLOWSTONE TOWN CODE

WHEREAS, on September 3, 2024, after two public hearings on the First Reading and one public meeting on the Second Reading, the Town Council of the Town of West Yellowstone adopted a Revised Zoning Code for the Town of West Yellowstone; and

WHEREAS, Section 17.30 of the Revised Zoning Code made provision for Accessory Dwelling Unit Structures; and

WHEREAS, Section 17.30 contained two sentences that were not in accord with Section 76-2-345, MCA as that section of the Montana Code Annotated was enjoined on December 30, 2023, as part of a litigation over the statute in Cause No. DV 23-1248 in the 18<sup>th</sup> Judicial District Court for Gallatin County, Montana; and

WHEREAS, on September 3, 2024, the Montana Supreme Court issued an order reversing the injunction that precluded Section 76-2-345, MCA from going into effect; and

WHEREAS, on September 3, 2024, the Town Attorney informed the Town Council that it could proceed with adoption of the Revised Zoning Code and that Section 17.30 could be amended in the future and further that even without an amendment to the zone code, the Town would still be obligated to comply with Section 76-2-345, MCA; and

WHEREAS, the Town Council finds that the changes to Section 17.30 set out in Exhibit 1 attached meet the requirements of Section 76-2-345, MCA; and

WHEREAS, on September 17, 2024, the Town Council held a duly noticed public meeting on the first reading of the Ordinance amending Section 17.30 of the West Yellowstone Municipal Code at which it received public testimony either in favor of or against the proposed amendments.

WHEREAS, on October 1, 2024, the Town Council of the Town of West Yellowstone held a duly noticed public hearing on the second reading of this Ordinance at which it received public testimony in favor of or against the amendments to Section 17.30 of the West Yellowstone Municipal Code; and

NOW THEREFORE, BE IT ORDAINED by the Town Council of the Town of West Yellowstone that the amendments to Section 17.30 of the West Yellowstone Municipal Code as set out on **Exhibit 1**, attached hereto, are hereby adopted and amend Section 17.30 accordingly.



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

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

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

PASSED BY the Town Council and approved by the Mayor of the Town of West Yellowstone, Montana, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor Travis Watt

\_\_\_\_\_  
Council Member Jeff Mathews

\_\_\_\_\_  
Council Member Brian Benike

\_\_\_\_\_  
Council Member Jeff McBirnie

\_\_\_\_\_  
Council Member Lisa Griffith

ATTEST:



\_\_\_\_\_  
Town Clerk Elizabeth Roos

## Chapter 17.30: ACCESSORY DWELLING UNIT STRUCTURES

### Sections:

- 17.30.010 Intent
- 17.30.020 Definitions
- 17.30.030 Regulations pertaining to accessory dwelling units
- 17.30.040 Requirements for an accessory dwelling unit
- 17.30.050 Dimensional standards

### 17.30.010 Intent

The intent of this chapter is to provide for flexibility in housing in residential districts.

### 17.30.020 Definitions

For the purposes of this section:

- A. "Accessory dwelling unit" means a self-contained living unit on the same parcel as a single-unit dwelling of greater square footage that includes its own cooking, sleeping, and sanitation facilities and complies with or is otherwise exempt from any applicable building code, fire code, and public health and safety regulations.
- B. "By right" means the ability to be approved without requiring:
  - 1. a public hearing;
  - 2. a variance, conditional use permit, special permit, or special exception; or
  - 3. other discretionary zoning action other than a determination that a site plan conforms with applicable zoning regulations;
- C. "Gross floor area" means the interior habitable area of a single-unit dwelling or an accessory dwelling unit;
- D. "Single-unit dwelling" means a building with one or more rooms designed for residential living purposes by one household that is detached from any other dwelling unit.

### 17.30.030 Regulations pertaining to accessory dwelling units

- A. A minimum of one (1) accessory dwelling unit is allowed by right on a lot or parcel that contains a single-unit dwelling per the definition in Chapter 17.30
- B. An accessory dwelling unit may be attached, detached, or internal to the single-unit dwelling on a lot or parcel.

- C. If the accessory dwelling unit is detached from or attached to the single-unit dwelling, it may not be more than 75% of the gross floor area of the single-unit dwelling or one thousand square feet (1,000 sq. ft.), whichever is less.
- D. Accessory dwelling units shall not be used as a short-term rental nor timeshare per the definitions in Chapter 17.04 [if located in the residential districts.](#)

#### 17.30.040 Requirements for an accessory dwelling unit

The Town of West Yellowstone shall only permit an accessory dwelling unit if:

~~A.—The applicant can provide additional parking to accommodate an accessory dwelling unit. One off-street parking space is required per accessory dwelling unit. The required parking may be placed in the rear setback but must maintain five feet (5') of separation from any lot line.~~

~~B.—The applicant pays impact fees on the construction of an accessory dwelling unit;~~

~~E.~~A. \_\_\_\_\_ An accessory dwelling unit must have a will-serve letter from both a municipal water system and a municipal sewer system.

~~D.~~B. \_\_\_\_\_ The proposed accessory dwelling unit complies with all applicable local, state, federal, fire, electrical, plumbing, and building codes.

~~E.~~C. \_\_\_\_\_ Submission requirements for an accessory dwelling unit shall be:

1. Applicable fee
2. Building plans and elevations
3. Scaled site plan showing existing features including trees and building
4. Scaled site plan showing proposed location of accessory dwelling unit, off-street parking [if providing](#), and access for the accessory dwelling unit

There are no requirements for:

- A. That an accessory dwelling unit match the exterior design, roof pitch, or finishing materials of the single-unit dwelling;
- B. That the single-unit dwelling or the accessory dwelling unit be occupied by the owner;
- C. Any familial, marital, or employment relationship between the occupants of the single-unit dwelling and the occupants of the accessory dwelling unit;
- D. Any improvements to public streets as a condition of permitting an accessory dwelling unit, except as necessary to reconstruct or repair a public infrastructure that is disturbed during the construction of the accessory dwelling unit;

#### 17.30.050 Dimensional standards

The dimensional requirements (setbacks, height, lot coverage) for accessory residential units shall be the same as the district in which the unit is placed.

# ORDINANCE No. 278

## **AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF WEST YELLOWSTONE AMENDING SECTION 3.14 OF THE WEST YELLOWSTONE TOWN CODE TO ALLOW THE TOWN TO CHANGE THE RATE OF ASSESSMENT BY RESOLUTION AND OTHER MINOR UPDATES**

WHEREAS, the Town Council of the Town of West Yellowstone believes that the Tourism Business Improvement District (TBID) provides a invaluable and necessary service to the businesses and citizens of West Yellowstone; and

WHEREAS, from 2009 to the present, the assessment to properties within the TBID was \$1.00 per room night; and

WHEREAS, in July of 2024, the TBID Board recommended to the Town Council that the assessment to the properties contained within the district be increased to \$2.00 per room night in order to keep up with the increased costs of marketing and their other expenses; and

WHEREAS, on September 3, 2024, the Town Council approved Resolution No. 807, a resolution increasing the assessment for the Tourism Business Improvement District to \$2.00 per room night in accordance with Section 7-12-1132(4), MCA; and

WHEREAS, Section 3.14 of the Town Code should be amended as set out on **Exhibit A** to provide for increasing the assessments by resolution, taking out references to \$1.00 per room night, changing the identification of the Operations Manager to Town Manager, and other minor updates; and

WHEREAS, on September 17, 2024, the Town Council held a duly noticed public meeting on the first reading of the Ordinance amending Section 3.14 of the West Yellowstone Municipal Code at which it received public testimony either in favor of or against the proposed amendments.

WHEREAS, on October 1, 2024, the Town Council of the Town of West Yellowstone held a duly noticed public hearing on the second reading of this Ordinance at which it received public testimony in favor of or against the amendments to Section 3.14 of the West Yellowstone Municipal Code; and

NOW THEREFORE, BE IT ORDAINED, based on the public testimony, the recommendations from the TBID Board and its review of the attached amended Section 3.14, by the Town Council of the Town of West Yellowstone adopts this Ordinance approving the amendments attached hereto as Exhibit A, and such shall be made to the municipal code of the

Town of West Yellowstone, effectively amending Section 3.14.

**Section 1: REPEALER:** All ordinances and parts of ordinances in conflict with provisions of this ordinance, except as provided above, are hereby amended or repealed.

**Section 2: EFFECTIVE DATE:** This ordinance shall be in full force and effect thirty (30) days after final adoption by the Town Council of the Town of West Yellowstone.

**Section 3: SEVERABILITY:** If any portion of this ordinance or the application therefore to any person or circumstance is held invalid, such invalidity shall not affect other provisions of this ordinance which may be given effect without the invalid provisions or application and, to this end, the provisions of this ordinance are declared to be severable.

PASSED BY the Town Council and approved by the Mayor of the Town of West Yellowstone, Montana, this \_\_\_\_ day of \_\_\_\_\_, 2024.

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Mayor Travis Watt

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Council Member Jeff Mathews

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Council Member Brian Benike

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Council Member Jeff McBirnie

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Council Member Lisa Griffith

ATTEST:



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Town Clerk Elizabeth Roos

## Chapter 3.14

### TOURISM BUSINESS IMPROVEMENT DISTRICT

#### Sections:

- 3.14.010 Findings and purpose.
- 3.14.020 Definitions.
- 3.14.030 Imposed.
- 3.14.040 Tourism business improvement district assessment.
- 3.14.050 Boundaries.
- 3.14.060 Rate--Duration.
- 3.14.070 Tourism business improvement district assessment payment.
- 3.14.080 Collection duties and responsibilities.
- 3.14.090 Records and forms.
- 3.14.100 Preservation of records.
- 3.14.110 Random audit.
- 3.14.120 Appeals.
- 3.14.130 Administration and use of tourism business improvement district assessment moneys.
- 3.14.140 Tourism business improvement district assessment administration.
- 3.14.150 Obligations of the district.
- 3.14.160 Violation--Civil penalties.
- 3.14.170 Violation--Municipal infraction.
- 3.14.010 Findings and purpose.

Whereas, the town of West Yellowstone finds that the tourism industry and tourism-related businesses are valuable and important to the continuing economic development of the town of West Yellowstone and surrounding areas, and are important to the health and welfare of town residents and visitors; and



Whereas, the town also finds that promotion of the tourism industry is in the best interests of the town, its residents and visitors; and

Whereas, the adoption of a tourism business district, in conformance with Montana law, is a reasonable and appropriate means of promoting the tourism industry within the town;

Now, therefore, it is the purpose of this chapter to provide for the creation of a tourism business improvement district within the town with the further purpose to aid in tourism, promotion, and marketing within the district. (Ord. 244 §1, 2009)

### 3.14.020 Definitions.

For purposes of this chapter, the following definitions apply:

- A. "Hotel" means any structure, or any portion of any structure, which is occupied or intended or designed for occupancy by transients for dwelling, lodging, or sleeping purposes, and includes any hotel, inn, motel, or other similar structure or portion thereof.
- B. "Occupancy" means the use or possession, or the right to the use or possession, of any room or rooms, or any portion thereof, in any hotel for dwelling, lodging or sleeping purposes.
- C. "Person" means any individual, firm, partnership, association, social club, fraternal organization, or any other group or combination acting as a unit.
- D. "Transient" means any person who exercises occupancy or is entitled to occupancy or other agreement for a period of thirty consecutive calendar days or less. Any such person so occupying space in a hotel shall be deemed to be a transient until the period of thirty days has expired, unless there is an agreement in writing between a hotel and the occupant providing for a longer period of occupancy.
- E. "Board of trustees" means the board, appointed by the town council, composed of not less than five or more than seven owners of property within the district or their assignees, that is responsible for developing an annual budget and work plan for the district.
- F. All references to the "tourism business improvement district assessment" and "assessment" in this chapter shall refer to the tourism business improvement district passed by the required number of property owners in West Yellowstone as specified in Section 7-12-1101, MCA and as enacted by the ordinance codified in this chapter. (Ord. 244 §2, 2009)

### 3.14.030 Imposed.

There is imposed a duty on each operator of any of the establishments mentioned in this chapter to collect, upon sale, the assessment as set forth in this chapter. (Ord. 244 §3, 2009)

### 3.14.040 Tourism business improvement district assessment.

The Town shall levy an assessment on all of the property in the district by resolution in accordance with §§7-12-1132 and 1133, MCA. The assessment shall be based on is imposed an assessment of one dollar per occupied room night upon all hotels with ten or more rooms within the boundaries of the tourism business improvement district; provided, however, that facilities in which the majority of rooms are customarily occupied by owners, partial owners, or members of the facility shall not be subject to the assessment. Any hotel rooms that are booked at a negotiated rate and under a contract signed prior to February 18, 2009, will be exempt from the one-dollar assessment. (Ord. 244 §4, 2009)

### 3.14.050 Boundaries.

The boundaries of the tourism business improvement district shall be noncontiguous and shall include all hotels with ten or more rooms within the established limits of the town of West Yellowstone as such limits are amended from time to time, not including areas that are zoned primarily as residential areas. (Ord. 244 §5, 2009)

### 3.14.060 Rate--Duration.

- A. The exact rate of the tourism business improvement district assessment shall be set by resolution of the Town Council is one dollar per occupied room night.
- B. The period of duration of the tourism business improvement district shall not be for a period of longer than ten years unless the duration of the district is extended in compliance with the provisions of 7-12-1111, MCA. The initial effective date of the tourism business improvement district assessment is May 1, 2009, and assessments shall be collected on all occupied rooms from that date forward. (Ord. 244 §6, 2009) The district was extended for another 10 years in 2019 (Resolutions 721 and 722).

### 3.14.070 Tourism business improvement district assessment payment.

The tourism business improvement district assessments collected by a hotel in any month are to be paid to the town on or before the last day of the following month, or if such day falls on a Saturday, Sunday or holiday, then on the next business day. Tourism business improvement district assessment payments sent by mail or private courier must be received by the town on or before the last day of each month, or if such day falls on a Saturday, Sunday or holiday, then on the next business day. (Ord. 244 §7, 2009)

### 3.14.080 Collection duties and responsibilities.

- A. The office responsible for receiving and accounts for the tourism business improvement district assessment receipts is the finance office.

B. The ~~Town operations m~~Manager and his/her agents shall be responsible for enforcing the collection of tourism business improvement district assessments and shall be responsible for overseeing the methods and procedures to be used in enforcing the collection of the tourism business improvement district assessments. (Ord. 244 §8, 2009)

#### 3.14.090 Records and forms.

The town shall provide each hotel that is required to collect tourism business improvement district assessments with the proper forms for reporting and making payment to the town. Tourism business improvement district assessment payments to the town shall be tabulated and accounted for on forms prescribed and furnished to the hotel by the town. The records and forms held by the town shall be confidential, and shall not be open to inspection by the public unless so ordered by a court of competent jurisdiction. Each hotel that is required to collect tourism business improvement district assessments must maintain adequate accounting records and pay the tourism business improvement district assessments to the town on the forms provided by the last day of the following month. The accounting records maintained must be accurate, verifiable, and provide a reasonable audit trail. Failure to maintain adequate accounting records constitutes a violation of this chapter. (Ord. 244 §9, 2009)

#### 3.14.100 Preservation of records.

Every hotel required to collect and pay tourism business improvement district assessments shall keep and preserve for a period of not less than three years all records necessary to determine the accuracy of the assessments paid, and shall make these records available for audit or inspection on its business premises at all reasonable times. Any audit or inspection shall be conducted in West Yellowstone on the premises of the business or establishment collecting the tourism business improvement district assessments or at such other location as the town may determine. (Ord. 244 §10, 2009)

#### 3.14.110 Random audit.

Periodic random audits shall be conducted under the direction of the ~~Town operations m~~Manager or his/her designated representative and all hotel operators shall cooperate in all respects in the conduct of the audits. Any random audit shall be for the previous calendar year, and shall be conducted in West Yellowstone on the premises of the hotel collecting the tourism business improvement district assessment or at such other location as the town may determine. If the audit determines a deficiency it will be at the discretion of the town to audit the previous two years and require a follow-up audit on the next reporting year. Failure to cooperate in any audit or inspection of records, including the failure to make the appropriate records available on the hotel premises in West Yellowstone, shall constitute a violation of the provisions of this chapter. Required audits will be paid for with tourism business improvement district receipts. (Ord. 244 §11, 2009)

#### 3.14.120 Appeals.

Any hotel may appeal to the town council any assessment of penalty or interest; provided, that notice of appeal in writing is filed with the town clerk within thirty days of the serving or mailing of the determination of the amount of penalty and interest due. The town council shall on the next immediate regular town council meeting fix the time and place for hearing the appeal and the town clerk shall cause notice in writing to be personally served by a peace officer upon the operator. The findings and decision of the town council shall be final and conclusive and shall be served upon the appellant in the manner prescribed for service of notice of hearing or by certified mail directed to the hotel operator's last known address. Any amount found to be due shall be immediately payable upon service of the findings and decision. (Ord. 244 §12, 2009)

#### 3.14.130 Administration and use of tourism business improvement district assessment moneys.

A. The town council shall by resolution appoint a board of trustees of not less than five or more than seven persons to administer the tourism improvement district. The board of trustees will be composed as follows: one representative from a hotel of more than one hundred rooms; two representatives from hotels of fifty to one hundred rooms; two representatives from hotels of ten to forty-nine rooms; and two representatives from the West Yellowstone hotel industry at large. No two board members may be owners of or employed by the same company. No single owner or ownership group shall be allowed to have more than one representative on the board. Three of the members who are first appointed must be designated to serve for terms of one, two, and three years, respectively, from the date of their appointments, and two must be designated to serve for terms of four years from the date of their appointments. For a seven-member commission, there must be two additional appointments for terms of two years and three years, respectively. After initial appointment, members must be appointed for a term of office of four years, except that a vacancy occurring during a term must be filled for the unexpired term. A member holds office until a successor has been appointed and qualified.

B. The powers of the board of trustees in administering the district shall be as prescribed in 7-12-1131, MCA. The board of trustees shall establish policies and procedures for the operation and general management of the district.

C. The board of trustees shall submit the annual budget and work plan for the district to the town council for approval during the annual budget preparation process. (Ord. 244 §13, 2009)

#### 3.14.140 Tourism business improvement district assessment administration.

The town shall administer tourism business improvement district assessment collections according to the following rules:

A. The town will withhold three percent of all tourism business improvement district collections not to exceed ten thousand dollars per fiscal year to offset the costs related to administering the tourism business improvement district. The town's withholding will be transferred to the general fund.

B. The town will transfer the funds collected by the town during a given month, less the three percent withholding detailed above, to a fund administered by the board of trustees after the second town council meeting of the following month.

C. Tourism business improvement district assessment payments shall be made to the town finance office by the established deadline.

D. Any hotel that fails to file a required return, statement, or other report with the town by the due date, including any extension of time of the return or report, will be assessed a late filing penalty of fifty dollars or the amount of the tax due, whichever is less.

E. Any hotel that fails to remit the tourism business improvement district assessments when due must be assessed a late payment penalty of one and two-tenths percent a month, or a fraction of a month, on the unpaid tourism business improvement district assessments. The penalty may not exceed twelve percent of the amount due. The penalty will accrue on the unpaid tourism business improvement district assessments from the original date of the return regardless of whether the hotel operator has received an extension of time for filing a return. (Ord. 244 §14, 2009)

#### 3.14.150 Obligations of the district.

An obligation or debt of any nature of the district is not an obligation or debt of the town of West Yellowstone and in no event is a debt or obligation of the district payable out of any funds or properties of the town of West Yellowstone. The debts and obligations of the district are payable solely from the funds and properties of the district. (Ord. 244 §15, 2009)

#### 3.14.160 Violation--Civil penalties.

For failure to report tourism business improvement district assessments when due, failure to pay tourism business improvement district assessments when due, and other violations of this chapter, the town may seek the following penalties or remedies:

A. A court judgment in the amount of all unpaid tourism business improvement district assessments, including any unpaid administrative fees assessed under this chapter;

B. A civil penalty in the amount of fifty percent of the unpaid tourism business improvement district assessments, plus all costs and attorney's fees incurred by the town in any court action;

C. An order requiring the delinquent hotel to undergo a financial audit by the town or its representatives to determine the proper amount of tourism business improvement district assessments due, including payment by the business of all audit costs and expenses incurred by the town or its representatives;

D. Revocation of the violator's town business license, either through judicial order or the administrative procedure described in Chapter 5.04;

E. Any other penalty, remedy or judicial relief to which the town is entitled. (Ord. 244 §16, 2009)

3.14.170 Violation--Municipal infraction.

Violation of this chapter shall be punishable as a municipal infraction in accordance with Section 1.12.020. (Ord. 244 §17, 2009)

## Five Year BLM Grant Summary ~ 2019 - 2024

This letter is to highlight the accomplishments of our nonprofit operation at the historic Madison Ranger Station In the Town of West Yellowstone for the past 5 years with Grant support and sponsorship by the BLM.

For the past 5 years we have operated annually from May through October to conduct daily Junior Smokejumper, Fire Ecology and Fire History Programs. We typically provide programs at the station from sunrise to sunset on a daily basis throughout these months.

We are very proud to say.... "we are an all volunteer organization" composed of retired smokejumpers and wildland firefighters or individuals who are passionately connected to this community! During our core season between Memorial Day and Labor Day there are typically 4 to 6 volunteers available to conduct programs from sunrise to sunset. Over the 5 year grant period, more than 100 individual volunteers have donated in excess of 4000 hours of time on an annual basis. A significant portion of this time was specifically focused on our commitment to fulfill the BLM Grant objectives of public contact and outreach.

How have we accomplished this? More than FOUR MILLION people visit West Yellowstone each year! There are many days during our core season that traffic is congested around our facility until mid day. Over the years we have typically given between 2 to 10 programs on a daily basis. Our 5 year average is an estimated 4 daily programs and 8 to 12 site visitors each day. Total public contact for all our programs is in excess of 3500 individuals annually. For the life of this grant we have more than 17,500 public contacts in 5 years! This includes programs given both on site and at other locations.

Estimated Volunteer and Program Numbers we are proud of:

Annual Volunteers - 15 to 25	5 year - 100+
Annual Volunteer Hours - 4000	5 year - 20,000
Annual Program Contacts - 3500	5 year - 17,500

Over the years we have kept daily volunteer logs and timesheets. For the past 3 years we have maintained a daily visitor log which provides the basis of the estimates highlighted above. We solicit donations to help offset our operational expenses. For the past several years we have averaged about \$100 a week in donations from our guests. Annually we typically receive between \$2000 and \$5000 in cash donations from our participants and volunteers.

### The Programs

Our program center is the station's historic barn. It is open to the public from sunrise to sunset. A very sensational 6 minute video about Smokejumping loops throughout the day. There are smokejumper suits for the public to wear and we have all the common firefighter tools and gear. We have chin up bars and a physical training area for families to test their skills. There is a mock jumpship where participants can experience exiting the aircraft. We often use a parachute to show what it's like to be under a canopy. There is a sand table to help us explain a typical fire scene. With numerous volunteers conducting our programs over the season, we avoid "staff



burnout." We really emphasize giving a memorable experience for our visitors. We want their time with us to be one of the highlights of their trip through Yellowstone. When you review our guest comments, it is obvious that we typically accomplish our goal. A program can be a few minutes long, if they don't have much time or we have spent hours for families or groups that really want to get into it.

Our target volunteer is typically a retired smokejumper because they have the passion and stories about fires and jumps. However we also recruit anyone that is knowledgeable about wildland firefighting. There were several years during Covid that we significantly altered our programs to be outside and masked. The park was closed for part of the 2020 season however, it opened later in the season to record visitation because the public wanted to be outside and in nature.

For the past several years we have participated in school and organized group programs. Road Scholar, Yellowstone and Montana Conservation Corps, Town of West Yellowstone Summer School and Bear Creek Ranger Station Days have been popular programs. We constantly look for opportunities to integrate with our community. During the core season we have sponsored and trained youth to help conduct our programs as volunteers. There have been more than 20 community kids that have interned or worked to put on our programs during this 5 year grant cycle. It's been an important aspect of our operations. We mentor and coach kids to be part of our crew and team. They grow into speaking and presenting the program.

We believe in the volunteer work we do! We are able to convey a message of nature, ecology and evoke a passion for working on the land. By promoting this message, we are serving the Public, Federal Agencies and Town in a unique way. This is an important program that has inspired thousands of Yellowstone visitors for almost 20 years. We greatly appreciate the excellent support we have received from the Bureau of Land Management over the past 5 years.

Sincerely

*Jim Kitchen*

President

Yellowstone Nature Connection

406.599.4054