

# Town of West Yellowstone

**Tuesday, December 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.**

## **WORK SESSION -5:00 PM**

Kyle Scarr, TD&H Engineering

Discussion

- Additional water well, water rights
- 80 Acres infrastructure development

## **TOWN COUNCIL MEETING – 7:00 PM**

Pledge of Allegiance

Comment Period

- Public Comment
- Council Comments

Treasurer's & Securities Reports

Purchase Orders #7052 to Tractor & Equipment, repairs to Freightliner truck CH55, \$12,194.19

Claims

Business License Applications: Zoomies Pet Care

Consent Agenda

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

Town Manager & Staff Reports

Advisory Board Reports

## **NEW BUSINESS**

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MFPE Collective Bargaining Agreement, Police Protective Unit

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).



P.O. BOX 1570

**TOWN OF WEST YELLOWSTONE  
MONTANA**

PHONE: 406-646-7795

FAX: 406-646-7511

info@townofwestyellowstone.com

**PURCHASE ORDER**

Date

12-10-24

Ship Via

Order No. **7052**

Department **PUBLIC WORKS**

TO:

T & E Tractor & Equipment

ADDRESS:

PLEASE FURNISH THE TOWN OF WEST YELLOWSTONE WITH:

Quantity

Description

main cylinder issues on Freightliner  
Truck CH55.

Estimated Cost \$

12,194.19

Requested By:

Accounting Code

1000-430200-369



Authorized By:

VENDOR COPY - White OFFICE COPY - Canary

Approved By:



Tractor & Equipment  
PO Box 58201  
Tukwila, WA 98138-1201  
MT - (406) 656-0202

## SERVICE INVOICE

Invoice Number	Invoice Date	Customer Number
BLW00239517	11/21/2024	9101662
PO Number		Page
		Page 1 of 4
To View & Pay Online Go To:		MyTractorandEquipment.billtrust.com
Use this Enrollment Code:		DKL HHS MVM

SOLD TO

SHIP TO

CITY OF WEST YELLOWSTONE  
PO BOX 1570  
WEST YELLOWSTONE MT 59758-1570

WEST YELLOWSTONE

Document Number	Doc Date	Customer Number	Model	Customer Equipment No.
BL38980	08/14/2024	9101662	CH55	
Make	Machine ID	Serial Number	Meter Reading	Ship Via
FT		1FVHAEA801PJ40144	24000.0	

Quantity	Item	N/R	Description	Stocked	Unit Price	Extended Price
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TROUBLESHOOT HYDRAULIC CONTROL VALVE  
COMPLAINT: DUMP CONTROL VALVE IS STICKING  
CAUSE: DEBRIS IN CONTROL VALVE

### RESULTANT DAMAGE:

#### COMPLICATIONS:

CORRECTION: THIS IS A CONTINUATION OF THE PREVIOUS WORK ORDER ON THIS TRUCK. THE CONTROL VALVE HAD BEEN SENT TO WOMACK IN BILLINGS. THEY REBUILT AND TESTED THE CONTROL VALVE. UPON RETURNING TO THE MACHINE, SPOKE WITH THE CUSTOMER AND DETERMINED THE BEST COURSE OF ACTION WOULD BE TO REPLACE THE FILTER AND CHANGE THE HYDRAULIC OIL. PULLED THE FILTER OUT AND TOOK THE NUMBER OFF OF IT. CUSTOMER TOOK IT TO NAPA, BUT THEY DID NOT HAVE ANY MATCH IN THEIR SYSTEM. LOOKED UP THE WEBSITE PRINTED ON THE FILTER AND IT TOOK SOME TIME, BUT TRACKED DOWN A DEALER WHO STATED THAT THEY HAD SOME IN INVENTORY, BUT WOULD NOT BE ABLE TO GET THEM IN FOR A FEW WEEKS. CONTACTED SEVERAL HYDRAULIC SHOPS AND EVEN GAVE DIMENSIONS, BUT COULD NOT TRACK DOWN ANYONE ELSE THAT COULD SUPPLY THE FILTER. ORDERED THE FILTER FROM THE MANUFACTURER SUPPLIER. DRAINED HYDRAULIC OIL. INSTALLED THE REBUILT AND TESTED VALVE. UPON RETURNING TO THE MACHINE THE 2ND TIME, INSTALLED THE NEW FILTER. FOUND A LARGE AMOUNT OF DEBRIS IN THE FILTER HOUSING THAT APPEARED TO BE WEAR MATERIAL FROM THE CYLINDER. CUSTOMER STATED THAT THIS CYLINDER HAD BEEN REBUILT NOT TOO LONG AGO. INSTALLED NEW FILTER AND ADDED HYDRAULIC OIL. RAN MACHINE AND FOUND THAT ON LOWERING THE BED, IT WOULD LEAK FROM A DAMAGED HOSE AT THE REAR OF THE TRUCK. TRACKED IT DOWN AND IT WAS A AUXILIARY HOSE THAT THE CUSTOMER DID NOT USE. CAPPED THE LINE AT THE VALVE. RAN THE BED UP AND DOWN AND FOUND THAT AT IDLE, IT WOULD GO UP AND DOWN FINE, BUT IF IT WAS IDLED UP ABOVE 1000 RPMS, IT SEEMED TO BIND AT THE CYLINDER AND THE CYLINDER STOPPED GOING UP OR DOWN. THIS ISSUE SEEMED TO RESET ITSELF AFTER A FEW MINUTES. SPOKE WITH THE CUSTOMER AND ANOTHER OPERATOR MENTIONED THAT THIS WAS NOT THE TRUCK THAT HAD THE CYLINDER REBUILT, BUT IT WAS THE OTHER NEARLY IDENTICAL ONE THAT HAD THE CYLINDER REBUILT. DETERMINED WITH THE CUSTOMER THAT THE BEST COURSE OF ACTION WOULD



Tractor & Equipment  
PO Box 58201  
Tukwila, WA 98138-1201  
MT - (406) 656-0202

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BLWO0239517	11/21/2024	9101662
PO Number		Page
		Page 2 of 4
To View & Pay Online Go To:		MyTractorandEquipment.billtrust.com
Use this Enrollment Code:		DKL HHS MVM

Quantity	Item	N/R	Description	Stocked	Unit Price	Extended Price
BE TO REMOVE THE CYLINDER AND SEND IT IN TO BE EVALUATED. SEE SEG 03 FOR NOTES ON CYLINDER. *****						
	FIELD LABOR	12.00 RT HOURS				2,136.00
	FIELD LABOR	2.00 OT HOURS				472.00
				TOTAL LABOR	SEG. 0	2,608.00
					SEGMENT 01 TOTAL	2,608.00

INSTALL DISCONNECT SWITCH  
COMPLAINT: BATTERIES DIE WHEN THE MACHINE IS LEFT  
FOR LONG PERIODS OF TIME AND CUSTOMER WOULD LIKE A  
DISCONNECT SWITCH INSTALLED.  
CAUSE:

### RESULTANT DAMAGE:

COMPLICATIONS:

CORRECTION: INSTALLED MASTER SWITCH IN LINE WITH  
BATTERY GROUND. MADE CUSTOM DISCONNECT  
SWITCH-TO-BATTERY CABLE.  
\*\*\*\*\*

1	3E-8320	PLATE INST	S	9.86	9.86	
1	7N-0718	SWITCH A	S	109.44	109.44	
150	159-8050	CM CABLE-ELE	S	0.25	37.50	
3	266-3315	BOLT-FLANGE	S	1.44	4.32	
1	441-4809	BRACKET	N	50.56	50.56	
				TOTAL PARTS	SEG. 0	211.68
FIELD LABOR		1.50 RT HOURS				267.00
				TOTAL LABOR	SEG. 0	267.00
1	INC SHIP&HANDLE					20.00
1	UPS RED DIR					49.00
1	UPS RED DIR					49.00
1	UPS RED DIR					49.00
1	CABLE TERMINALS					14.84
1	OUT SHIP&HANDLE					38.85
				TOTAL MISC CHGS	SEG. 0	220.69
SEGMENT 02 TOTAL						699.37

REMOVE AND INSTALL LIFT/HOIST CYLINDER  
COMPLAINT: SEE SEG 01  
CAUSE:

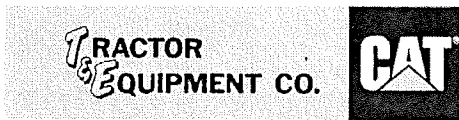


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Quantity	Item	N/R	Description	Stocked	Unit Price	Extended Price
<b>RESULTANT DAMAGE:</b>						
COMPLICATIONS:						
CORRECTION: REMOVED THE CYLINDER AND BROUGHT IT TO MMC IN BELGRADE TO HAVE IT DISASSEMBLED AND DETERMINE WHAT IT WOULD TAKE TO REPAIR IT. MMC FOUND THAT THE PRIMARY SECTION WEAR BAND HAD COME APART. THEY DISASSEMBLED THE REST OF THE CYLINDER AND INSPECTED IT AND FOUND NO FURTHER ISSUES. THEY REASSEMBLED WITH NEW WEAR PARTS. WENT AND PICKED THE CYLINDER UP AND BROUGHT IT TO WEST YELLOWSTONE. INSTALLED THE CYLINDER ON THE TRUCK. THE FIRST FEW TIMES IT WENT UP AND DOWN, IT SEEMED TO WORK FINE. AFTER A FEW TIMES UP AND DOWN THOUGH, IT STOPPED PART WAY UP. AFTER WAITING, IT STARTED GOING UP AGAIN. REPEATED THIS PROCESS FOR A WHILE TO TRY AND DETERMINE WHAT WAS HAPPENING. BECAUSE IT SEEMED LIKE THE CONTROLLER WAS KEEPING THE PUMP FROM MAKING PRESSURE, REMOVED THE CONTROL PANEL COVER AND TESTED ALL OF THE FUSES, FOUND NONE BLOWN. INSPECTED THE PUMP WHILE IT WASN'T MAKING PRESSURE AND DETERMINED FROM THE FIXED DESIGN OF THE PUMP THAT THE ONLY THING CONTROLLING IT IS THE CONTROL VALVE. AFTER LISTENING CLOSELY, FOUND THAT THE PUMP WAS NOT GETTING OIL AND WHEN IT FINALLY DID GET OIL IS WHEN IT STARTED WORKING AGAIN. REMOVED BOTH ENDS OF THE SUPPLY LINE AND AND BLEW BACK THROUGH IT TO CHECK FOR OBSTRUCTIONS. FOUND NO OBSTRUCTIONS IN THE LINE OR THE OPENING ON THE PUMP. TESTED THE VALVE ON THE TANK AND FOUND NO ISSUES WITH IT. SPOKE WITH THE CUSTOMER AND CUSTOMER DECLINED FURTHER TROUBLESHOOTING AT THE MOMENT.						
*****						
	FIELD LABOR	8.50 RT HOURS				1,513.00
	FIELD LABOR	0.50 OT HOURS				118.00
TOTAL LABOR SEG. 0						1,631.00
SEGMENT 03 TOTAL						1,631.00
TRAVEL TO/FROM MACHINE						
CHARGED RST TO MACHINE IN WEST YELLOWSTONE. WORKED ON SEVERAL OTHER PIECES OF EQUIPMENT ON THESE TRIPS, NOT JUST THIS ONE.						
	TRAVEL TIME LBR	12.00 RT HOURS				1,716.00
	TRAVEL TIME LBR	3.00 OT HOURS				558.00
TOTAL LABOR SEG. 9						2,274.00
2			MECH EXP-LODGING			563.34
2			MECH EXP - MEALS			136.47
820			MILEAGE			3,813.00
TOTAL MISC CHGS SEG. 9						4,512.81



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Quantity	Item	N/R	Description	Stocked	Unit Price	Extended Price
SEGMENT 99 TOTAL						6,786.81
CONSUMABLES						469.01
BILLINGS NT						0.00
USD						12,194.19

Please send your payment to: Harnish Lockbox LB1208, PO Box 35144 Seattle, WA 98124-5144

Please email your remittance to: [custdeposits@harnishgrp.com](mailto:custdeposits@harnishgrp.com)

This Service is subject to all terms and conditions set forth in the Tractor and Equipment Co. Work Authorization, including LIMITED WARRANTY AND RELEASE and EXCLUSION OF LIABILITY set forth on the authorization.

**TERMS: ALL PARTS AND SERVICE INVOICES ARE DUE THE 10TH OF THE MONTH FOLLOWING THE DATE OF PURCHASE.**

Each payment or sum past due shall bear a late payment of 1.5% per month (APR 18%) or an amount not to exceed the highest rate permitted by law.



Pay this Amount	\$12,194.19
Amount Credit	

Please send remittance to Harnish Lockbox LB1208, PO Box 35144 Seattle, WA 98124-5144.

Merchandise cannot be returned for credit without our prior approval and only in accordance with our Parts Return Policy. A copy of the policy is available upon request.

12/13/24  
16:30:19

TOWN OF WEST YELLOWSTONE  
Claim Approval List  
For the Accounting Period: 12/24

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Report ID: AP100

For dates posted from 12/04/24 to 12/13/24

\* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
51883		266 Utilities Underground Location	3.44					
	4115384	11/30/24 excavation notifications	3.44		SEWER	5310 430600	357	101000
51884		2264 MORNING GLORY COFFEE & TEA	36.25					
	143533	12/03/24 Dispatch coffee	36.25		DISP	1000 420160	220	101000
51885		2575 WY Tourism Business Improvement	27,952.50					
	12/01/24	Collections in November 24	27,952.50		TBID	7202 411800	540	101000
51886		151 Gallatin County WY TS/Compost	494.00					
	12/02/24	Household waste	494.00		PARKS	1000 460430	534	101000
51887		2088 Town West Yellowstone	876.31					
	12/01/24	utility chrgs, Chamber, 895	77.80		BLDGS	1000 411257	340	101000
	12/01/24	utility chrgs, UPDL, 892	126.98		BLDGS	1000 411252	340	101000
	12/01/24	utility chrgs, PS Shops, 884	58.73		BLDGS	1000 411253	340	101000
	12/01/24	utility chrgs. Povah Ctr, 887	110.04		BLDGS	1000 411255	340	101000
	12/01/24	utility chrgs, Police Dept, 886	74.35		BLDGS	1000 411258	340	101000
	12/01/24	utility chrgs, City Park, 885	189.12		BLDGS	1000 411253	340	101000
	12/01/24	utility chrgs, Library, 891	59.19		LIBBLD	1000 411259	340	101000
	12/01/24	utility chrgs, Twn Hall, 921	180.10		TWNHAL	1000 411250	340	101000
51888	E	2673 First Bankcard	1,287.09					
	11/05/24	Supplies	76.17		FINADM	1000 410510	220	101000
	11/07/24	Court Supplies	160.55		COURT	1000 410360	220	101000
	11/08/24	Court Supplies	170.37		COURT	1000 410360	220	101000
	11/18/24	GovFinanceUpdate	180.00		FINADM	1000 410510	380	101000
	11/22/24	APA/AICPMemberships	700.00		ADMIN	1000 410210	335	101000
51889	E	2673 First Bankcard	3,571.39					
	11/04/24	Demco-Furniture	574.98		LIBRY	2220 460100	364	101000
	11/04/24	Fishers-copier	61.69		LIBRY	2220 460100	398	101000
	11/07/24	Books	21.47		LIBRY	2220 460100	215	101000
	11/07/24	Books	22.49		LIBRY	2220 460100	215	101000
	11/08/24	Books	60.00		LIBRY	2220 460100	215	101000
	11/09/24	Books	57.15		LIBRY	2220 460100	215	101000
	11/11/24	Books	5.58		LIBRY	2220 460100	215	101000
	11/11/24	Books	75.14		LIBRY	2220 460100	215	101000
	11/12/24	Supplies	16.89		LIBRY	2220 460100	220	101000
	11/12/24	Books	135.30		LIBRY	2220 460100	215	101000
	11/13/24	Subscription	44.98		LIBRY	2220 460100	330	101000
	11/14/24	Books	18.25		LIBRY	2220 460100	215	101000
	11/14/24	Books	14.04		LIBRY	2220 460100	215	101000
	11/14/24	Books	96.78		LIBRY	2220 460100	215	101000



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Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
		11/14/24 Demco-furniture	1,128.87		LIBRY	2220 460100	364	101000
		11/15/24 Membership fee	14.99		LIBRY	2220 460100	398	101000
		11/15/24 Books	638.15		LIBRY	2220 460100	215	101000
		11/21/24 Books	28.00		LIBRY	2220 460100	215	101000
		11/16/24 Supplies	38.97		LIBRY	2220 460100	220	101000
		11/18/24 Books	22.50		LIBRY	2220 460100	215	101000
		11/18/24 Books	19.96		LIBRY	2220 460100	215	101000
		11/18/24 Books	14.00		LIBRY	2220 460100	215	101000
		11/19/24 Books	25.18		LIBRY	2220 460100	215	101000
		11/21/24 Books	37.00		LIBRY	2220 460100	215	101000
		11/21/24 Books	13.97		LIBRY	2220 460100	215	101000
		11/22/24 Books	-60.00		LIBRY	2220 460100	215	101000
		11/22/24 Books	20.98		LIBRY	2220 460100	215	101000
		11/22/24 Books	232.29		LIBRY	2220 460100	215	101000
		11/23/24 Supplies	146.13		LIBRY	2220 460100	220	101000
		11/30/24 Books	10.49		LIBRY	2220 460100	215	101000
		12/03/24 Supplies	8.72		LIBRY	2220 460100	220	101000
		12/03/24 Books	19.95		LIBRY	2220 460100	215	101000
		12/03/24 Books	6.50		LIBRY	2220 460100	215	101000
51891		73 Westmart Building Center	4,411.96					
		11/27/24 Street Supplies	2,458.50		STREET	1000 430200	220	101000
		11/27/24 Sewer Supplies	42.60		SEWER	5310 430630	220	101000
		11/27/24 Water Supplies	15.64		WATER	5210 430500	220	101000
		11/27/24 Police Supplies	25.98		POLICE	1000 420100	220	101000
		11/27/24 Town Hall Supplies	151.14*		TWNHLL	1000 411250	220	101000
		11/27/24 Povah Ctr. Suuplies	24.69		POVAH	1000 411255	220	101000
		11/27/24 Parks Supplies	928.72		PARKS	1000 460430	220	101000
		11/27/24 Parks EquipmentRental	560.00*		PARKS	1000 460430	533	101000
		11/27/24 Parks Recycling	22.83		PARKS	1000 460430	534	101000
		11/27/24 Cemetery Supplies	136.34		CEMTRY	2240 430900	220	101000
		11/27/24 Rec Supplies	45.52		REC	1000 460440	220	101000
51894		2952 DIS Technologies	812.74					
	15279	12/05/24 Monthly Managed IT	812.74		IT	1000 410580	355	101000
51895		2421 NAPA Auto Parts	39.46					
		11/30/24 Napa Supplies	444.65		STREET	1000 430200	220	101000
		11/30/24 Napa repairs Supplies Credit	-365.36		STREET	1000 430200	361	101000
		11/30/24 Napa Equipmnt repairSupplies	228.54		STREET	1000 430200	369	101000
		11/30/24 NAPA Fuel & Oil supplies	11.98		STREET	1000 460430	220	101000
		11/30/24 Napa EquipmntRepr Credit	-280.35		STREET	1000 430200	369	101000

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51896	E	2673 First Bankcard	2,165.86					
		11/08/24 MLEA Graduation	129.12		POLICE	1000 420100	370	101000
		11/18/24 Small Items of Equipment	1,275.27		POLICE	1000 420100	212	101000
		11/20/24 Ammunition	521.59		POLICE	1000 420100	389	101000
		11/14/24 Adobe	239.88		POLICE	1000 420100	220	101000
51898	E	2673 First Bankcard	2,541.14					
		11/04/24 Park supplies	25.59		PARKS	1000 460430	220	101000
		11/07/24 Apple	5.99		ADMIN	1000 410210	335	101000
		11/06/24 Park Supplies	84.97		PARKS	1000 460430	220	101000
		11/06/24 Controller	717.47		STREET	1000 430200	361	101000
		11/09/24 Applie	0.99		ADMIN	1000 410210	335	101000
		11/09/24 Apple	5.99		ADMIN	1000 410210	335	101000
		11/13/24 Repair Parts	125.29		STREET	1000 430200	361	101000
		11/13/24 Adobe	19.99		ADMIN	1000 410210	335	101000
		11/13/24 EquipmentRepair	474.99		STREET	1000 430200	369	101000
		11/14/24 Water Supplies	66.84		WATER	5210 430500	220	101000
		11/20/24 Apple	5.99		ADMIN	1000 410210	335	101000
		11/21/24 Jiffy Lube	173.97		STREET	1000 430200	361	101000
		11/21/24 Water Supplies	404.97		WATER	5210 430500	220	101000
		11/23/24 Town Hall supplies	25.49*		TWNHLL	1000 411250	220	101000
		11/25/24 Town Hall supplies	381.60*		TWNHLL	1000 411250	220	101000
		11/26/24 Water Supplies	9.03		WATER	5210 430500	220	101000
		11/28/24 Apple	5.99		ADMIN	1000 410210	335	101000
		12/02/24 Apple	5.99		ADMIN	1000 410210	335	101000
51899	E	2673 First Bankcard	2,253.26					
		11/04/24 WreathClassSupplies	19.99		HELP	7010 450135	790	101000
		11/04/24 Social Supplies	55.99		SOCSE	1000 450135	220	101000
		11/07/24 Social Supplies	46.99		SOCSE	1000 450135	220	101000
		11/07/24 Help fund smallitemequipment	213.66		HELP	7010 450135	212	101000
		11/07/24 Help fund supplies	178.94		HELP	7010 450135	220	101000
		11/08/24 Help fund supplies	137.62		HELP	7010 450135	790	101000
		11/08/24 Help fund supplies	92.17		HELP	7010 450135	790	101000
		11/13/24 Canva	24.00		HELP	7010 450135	220	101000
		11/18/24 Help fund supplies	16.78		HELP	7010 450135	220	101000
		11/18/24 Help fund supplies	70.62		HELP	7010 450135	220	101000
		11/20/24 Help fund supplies	1,001.79		HELP	7010 450135	220	101000
		11/21/24 Help fund supplies	62.97		HELP	7010 450135	790	101000
		11/21/24 Social Serv Supplies	23.63		SOCSE	1000 450135	220	101000
		11/23/24 Help Fund Supplies	70.51		HELP	7010 450135	790	101000
		11/27/24 Social Serv Supplies	111.97		SOCSE	1000 450135	220	101000
		11/27/24 Help Fund Supplies	37.48		HELP	7010 450135	220	101000
		11/27/24 Social Serv Supplies	17.74		SOCSE	1000 450135	220	101000

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TOWN OF WEST YELLOWSTONE  
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\* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
		11/29/24 Social Serv Supplies	70.41		SOCSE	1000 450135	220	101000
51900		2952 DIS Technologies	750.00					
	15282	12/05/24 Monthly IT	750.00		IT	1000 420160	398	101000
51901	E	2673 First Bankcard	566.54					
	11/04/24	TransunionBackgroundck	75.00		POLICE	1000 420100	398	101000
	11/12/24	Dropbox Pro	199.00		DSPTCH	1000 420160	398	101000
	11/21/24	Supplies	10.58		DSPTCH	1000 420160	220	101000
	12/01/24	Supplies	149.99		DSPTCH	1000 420160	220	101000
	12/03/24	small Item of Equipment	131.97		DSPTCH	1000 420160	212	101000
51904		3400 Julie Brown	2,147.50					
	121224	12/12/24 Cleaning Town Office	1,100.00*		TWNHLL	1000 411250	357	101000
	121224	12/12/24 Cleaning TrailheadBuilding	160.00		TRLHD	1000 411256	350	101000
	121224	12/12/24 Cleaning Library	112.50		LIBRY	1000 411259	357	101000
	121224	12/12/24 Cleaning Povah	775.00		POVAH	1000 411255	350	101000
51907	E	346 Montana Board of Investments	196,000.00					
	01.2025	12/15/24 WWTP Loan B Interest	60,000.00		DEBT	5320 490500	620	101000
	01.2025	12/15/24 WWTP Loan B Principal	136,000.00		DEBT	5320 490500	610	101000
51908		3476 RSCI	481,159.80					
	565-112724	11/27/24 WWTP Contractor Payment	481,159.80		WWTP	5320 430640	951	101000
51909	E	2964 CITI CARDS	122.68					
	11/06/24	Supplies	9.48		ADMIN	1000 410210	220	101000
	11/12/24	Supplies	64.64		ADMIN	1000 410210	220	101000
	11/14/24	Supplies	24.99		ADMIN	1000 410210	220	101000
	11/29/24	Supplies	23.57		ADMIN	1000 410210	220	101000
51910		2 Forsgren Associates P.A.	39,879.00					
	124566	11/25/24 WWTP	39,294.00		WWTP	5320 430640	951	101000
	124296	07/25/24 PoliceStation/MuseumRoof	585.00		PLNNG	1000 411000	357	101000
51911		3492 Triple S Cleaning and Remodeling	960.00					
	11/30/24	11.2024 Park Bathroom Cleaning	900.00		PARKS	1000 411253	357	101000
	11/30/24	11.2024 Bathroom Cleaning Supp	60.00		PARKS	1000 460430	220	101000
51915	E	2323 Montana Department of Revenue	4,860.20					
	11/27/24	WWTP	4,860.20		WWTP	5320 430640	951	101000

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Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
51917		2845 Kasting, Kauffman & Mersen, PC	4,140.00					
	2376781124	12/03/24 Legal Fees	4,140.00		LEGAL	1000 411100	352	101000
	12/12/24	Travel	0.00		LEGAL	1000 411100	373	101000
	12/12/24	Postage	0.00		LEGAL	1000 411100	870	101000
51928		2558 Hebgen Basin Fire District	280.00					
	1101 11/26/24	CPR Class Public Works 7	245.00		STREET	1000 430200	351	101000
	1101 11/26/24	CPR Class Police 1	35.00		POLICE	1000 420100	351	101000
51929		999999 DIANA LOPEZ	350.00					
	12/01/24	Refund CleanDepositLopez	350.00		POVAH	2210 214001		101000
51930		3467 Hyalite Engineers PLLC	2,175.00					
	11565 12/02/24	80 Acre Zoning	2,175.00		PLNNG	1000 411000	354	101000
51931		3037 White Buffalo Hotel	74.80					
	120424-1 12/04/24	Lodging Voucher	74.80		HELP	7010 450135	370	101000
51932		3501 Christopher Wigner	2,500.00					
	12/07/24	Moving Expenses	2,500.00*		ADMIN	1000 410210	870	101000
51933		3241 Bridger Analytical Lab	300.00					
	2412155 12/06/24	Water testing	300.00		WATER	5210 430500	348	101000
51934		3391 TSC Corner Station, INC.	140.89					
	11/28/24	Fuel	80.89		STREET	1000 430200	231	101000
	111824-1 11/18/24	Gas Voucher	60.00		HELP	7010 450135	231	101000
51935		3464 Griffin Plumbing and Heating LLC	621.00					
	412 12/03/24	Povah Furnace service	621.00		POVAH	1000 411255	350	101000
51936		1583 Polaris West	222.98					
	11/28/24	Battery for Snowmobile	222.98		WATER	5210 430550	369	101000
51937		65 Tractor & Equipment	13,112.55					
	0238747 10/23/24	Repairs Equipment	462.80		STREET	1000 430200	369	101000
	0848881 10/30/24	Repairs Equipment	455.56		STREET	1000 430200	369	101000
	0239517 11/21/24	FreightlinerRepairs	12,194.19		STREET	1000 430200	369	101000

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Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
51938		1142 Midwest Welding & Machine, Inc.	2,688.77					
	251869	12/05/24 PlowTruck Repairs	1,281.62		STREET	1000 430200	361	101000
	251617	11/21/24 Controlers	1,407.15		STREET	1000 430200	361	101000
51939		40 Jerry's Enterprises	587.25					
	11/29/24	Fuel	587.25		STREET	1000 430200	231	101000
51940		764 General Distributing Co.	88.11					
	1445949	11/30/24 Welding Supplies	88.11		STREET	1000 430200	231	101000
51941		2099 Quick Print of West Yellowstone	59.93					
	20001	12/02/24 Water Supplies	59.93		WATER	5210 430500	870	101000
51942		2404 MT-WY SystYellowstone Electric	500.00					
	40915	12/01/24 FireAlarmAnnualMonit1/1-12/31	500.00		POVAH	1000 411255	350	101000
51943		2614 Clair & Dee's Operations, LLc	112.88					
	5004325	10/23/24 Work on Vehicle	112.88		STREET	1000 430200	361	101000
51944		254 Firehole Fill Up/Economart	153.86					
	11/04/24	Supplies	6.23		POLICE	1000 420100	231	101000
	11/30/24	Fuel	147.63		STREET	1000 430200	231	101000
51945		999999 WILLIAM FUENTEVILLA	127.30					
	12/09/24	StudyCommissionTraining	127.30		LGR	1000 411870	220	101000
51946		999999 BROCK WILSON	127.30					
	12/09/24	StudyCommission Training	127.30		LGR	1000 411870	220	101000
51947		99916 Elizabeth Roos	127.30					
	12/09/24	StudyCommission Training	127.30		ADMIN	1000 410210	370	101000
51948		3242 Fisher's Technology	184.00					
	1401168	10/18/24 MaintenanceonKycocera	184.00		ADMIN	1000 410210	363	101000
51949		1061 Lane and Associates	336.50					
	10588	12/09/24 Non-DOT testing	336.50		ADMIN	1000 410210	351	101000
51950		3495 WW Entertainment, LLC	50,000.00					
	Big One	12/13/24 WildWestWinterBlockParty	50,000.00		MAP	2101 410130	398	101000

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TOWN OF WEST YELLOWSTONE  
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Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
51951		547 WY Chamber of Commerce	2,126.74					
	TOWY-11202	11/27/24 VIC Supply Reimbursement10	261.74		LEGIS	1000 410100	870	101000
	TOWY-11202	11/27/24 VICClening Reimbursement10	1,865.00		LEGIS	1000 410100	870	101000
51952		1140 Sagebrush Floral	42.00					
	65476	12/13/24 2 Poinsettia	42.00*		TWNHLL	1000 411250	220	101000
51953		547 WY Chamber of Commerce	5,900.00					
	24-08	11/09/24 Musicin the Park202424-08	5,900.00		MAP	2101 410130	398	101000
51954		2500 Black Mountain Productions	13,536.82					
	24-08	11/09/24 Musicin the Park 2024	13,536.82		MAP	2101 410130	398	101000
51955		1955 Dellinger & Gallagher, Inc.	14,525.00					
	158067	12/11/24 ResortTaxProcedures 12/31/23	13,500.00		AUDIT	2100 410532	353	101000
	158067	12/11/24 TBIDProcedures 12/31/23	480.00*		TBID	7202 411800	357	101000
	158067	12/11/24 OutofPocketcosts	545.00		AUDIT	2100 410532	353	101000
51956		1249 Montana Department of	1,700.00					
	AFR Filing Fee							
	FY23-24	12/01/24 AFR Report Filing Fee FY23-24	1,700.00		AUDIT	1000 410530	353	101000
51958		153 IIMC	160.00					
	48701	11/21/24 Thompson IIMC Membership	160.00		FINAN	1000 410510	335	101000
# of Claims 53			Total: 889,892.10					
Total Electronic Claims			213,368.16	Total Non-Electronic Claims	676523.94			

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TOWN OF WEST YELLOWSTONE  
Fund Summary for Claims  
For the Accounting Period: 12/24

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Fund/Account	Amount
1000 General Fund	
101000 CASH	49,419.29
2100 Local Option Taxation-Resort Tax	
101000 CASH	14,045.00
2101 Marketing & Promotions (MAP)	
101000 CASH	69,436.82
2210 Parks & Recreation	
101000 CASH	350.00
2220 Library	
101000 CASH	3,571.39
2240 Cemetery	
101000 CASH	136.34
5210 Water Operating Fund	
101000 CASH	1,079.39
5310 Sewer Operating Fund	
101000 CASH	46.04
5320 Sewer Replacement Depreciation Fund	
101000 CASH	721,314.00
7010 Social Services/Help Fund	
101000 CASH	2,061.33
7202 TBID Agency Fund	
101000 CASH	28,432.50
<b>Total:</b>	<b>889,892.10</b>



# Town of West Yellowstone Business License Application

Business Name: ZOOMIES PET CARE  
 Applicant: JACQUELINE MEDINA  
 Contact Person: JACKY MEDINA  
 Mailing Address: PO BOX 1432 WEST YELLOWSTONE MT 59758  
 Physical Address of Business: MOBILE  
 Phone Number: 619 770 7839 Fax Number:         
 Email Address: ZOOMIESWESTYELLOWSTONE@GMAIL Website:       

Signature of Property Owner of Record: [Signature]

Subdivision:         
 Block:        Lot:       

Zoning District, please mark one:

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

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

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

VARIOUS PET CARE SERVICES, INCLUDING DOG WALKING, DOG SITTING  
AND OVERNIGHT CARE AT CLIENTS LOCATION.

Business License Fee: \$ 50  
 Resort Tax Bond: \$ ~~50~~  
 Total Amount Due: \$ 50

[Signature]  
 Signature of Applicant  
[Signature]  
 Signature of Applicant  
12-6-24  
 Date

FOR OFFICE USE ONLY					
Date Approved: _____	<input type="checkbox"/> Town Council	<input type="checkbox"/> Administration	_____		
Date _____	Check # _____	Amount \$ _____	License # _____		
SCN _____	BLP _____	STX _____	RDX _____		



**Town of West Yellowstone**  
**Town Council Meeting**  
**December 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 Chris Wigner, Town Attorney Jane Mersen is present virtually by Zoom

Mike Gavagan, Megan Burns, Lila and Lucas Gray, Fire Chief Shane Grube, Chris Kachur and Elliott Keyes of Tri-State Excavating, Guy Mraz, Officers Neil Courtis and Ashlee Stoneburner, Brenda Martin, Garrett Ostler, Tut Fuentevilla, Brock Wilson, Kayla Wilson, Carrie Coan, Fall River Representative Tim Jenkins

The meeting is called to order by Mayor Travis Watt at 7 :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.

**Public Comment Period**

Shane Grube, Fire Chief for the Hebgen Basin Rural Fire District, addresses the Council regarding his recent request for an additional \$100,000 per year and adjust the 1.5% inflationary increase in their contract. A work session was held in November and he has requested additional information and a follow up meeting. He shares percentage increases he has calculated based on resort tax collections for recent years. He requests that they schedule another meeting and work on amending the agreement.

**Council Comments**

Council Member Mathews thanks the LDS Church and other church congregations for the recent Community Thanksgiving Dinner. Council Member Griffith says that she is in support of the requests from Chief Grube and would like to see it put on a meeting agenda in the near future. She says she would also like to know when the performance review for Dan Walker will be scheduled. She says his contract was renegotiated in the spring.

Mayor Travis Watt administers the oath of office for new police chief Chris Wigner.

**ACTION TAKEN**

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- 1) Motion carried approve Purchase Order #7050 to Tri-State Excavating for road based for the alleys. (McBirnie, Mathews)
- 2) Motion carried to approve the claims which total \$107,346.48. (McBirnie, Benike)
- 3) Motion carried to approve the minutes of the November 19, 2024 Town Council Meeting. (McBirnie, Benike) Griffith is opposed.
- 4) Motion carried to approve the Application to Maintain an Encroachment made by Food Roundup, Inc. for the placement of a pad mount transformer in Block 16. (Mcbirnie, Mathews) Griffith is opposed, motion passes.
- 5) Motion carried to appoint Dusty Dunbar to the Cemetery Board of Trustees for a two-year term. (Griffith, McBirnie)
- 6) Motion carried to approve the Special Event Application and identified permissions sought for the Christmas Stroll 2024 on December 20, 2024. (McBirnie, Mathews)
- 7) Motion carried to approve the addendum to the lease agreement with the Yellowstone Nature Connection. (Mathews, Benike) See next motion:

- 7) Mathews amends his motion to authorize the Town Manager and Town Attorney to draft an addendum to the 2022 lease agreement between the Town and Yellowstone Nature Connection, Inc. to allow year round use of the residence. (Mathews, Benike) Watt is in favor, McBirnie, Griffith, Mathews, and Benike are opposed. Motion fails.
- 8) Motion carried to approve the agreement with Tri-State Excavating for snow removal assistance. (Benike, McBirnie) Griffith is opposed.
- 9) Motion carried to approve the West Yellowstone Connector Trail Reimbursement Agreement and attached scope and fee proposal. (McBirnie, Benike)
- 10) Motion carried to appoint Town Clerk Liz Roos to serve as the ex officio nonvoting member of the 2025-2026 Local Government Review Study Commission. (Griffith, McBirnie)

## **DISCUSSION**

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- 4) Public Services Superintendent Jon Simms explains that Food Roundup Supermarket has applied to place an electrical transfer that will encroach onto the interior park. The existing transformer is on the electrical pole. The new transformer is approximately 8' by 6' and will sit on a concrete pad. Tim Jenkins of Fall River Electric says they have a 20' utility easement, ten feet from the pole in either direction and the transformer fits in the easement. Town Attorney Jane Mersen says that they don't need the encroachment if it fits in the easement but it isn't a problem to approve the encroachment. Griffith makes a secondary motion to bring this item up at the next meeting after Mersen has had time to investigate the easement. There is no second to the motion, motion fails.
- 6) Town Clerk Liz Roos summarizes the permissions requested which include: closing the streets indicated on the map beginning at 4:45 PM on the 20<sup>th</sup> and ending after the tree has been lit, allow the parade on the identified route, allow an encroachment for the town Christmas tree, smores pit and hot chocolate booth, waive the sound and amplification ordinances during the parade and tree lightings, assistance from the police and fire departments during the events. There is considerable discussion about suggesting that the lights on the tree be turned on before December 20, 2024.
- 7) McBirnie says he sent in multiple questions and has reservations about the amendment. He says that this is being driven by the fact that the individual that lives in the residence got a job with the YHC. He asks if anyone that works for the YHC can live in the YNC. He says this is an excuse to have cheap housing. Griffith asks if Walker recommends this addendum. Walker says that he does not have an opinion on the issue, it is a council decision. Griffith expresses concerns about the YNC complying with the current lease and providing subsidized housing on Town property. McBirnie also expresses concerns about whether the YNC Board of Directors supports the request and says they should have minutes or something to verify that. The Council considers the request and multiple reasons to approve or deny the request.
- 8) Public Services Superintendent Jon Simms reports that they have negotiated an agreement with Tri-State Excavating for snow removal assistance during snow removal events. Griffith asks if the quoted rates are lower than other operators. Kachur says they did lower some of the rates they have charged in the past. He says they have never had an agreement with the Town in the past and need to work that out. Griffith asks multiple questions about the rates. Kachur says that rates are discounted 10% - 15%. Griffith says that if they don't approve the agreement, can they still hire Tri-State for assistance if they need it. Kachur answers that they could, but under no guarantee. Griffith disagrees with proposed contract and asks multiple questions. Mathews, Benike, and McBirnie agree with the contract. Shane Grube, Fire Chief, points out that he asked the Town to reimburse the Fire District for the time they spent to clear fire hydrants and that request

was denied. He is disheartened to hear that they will contract with a private contractor for snow removal but will not pay the Fire Department.

- 9) Town Manager Dan Walker explains that representatives of the Yellowstone Shortline Trail have solicited a proposal for planning of the future section of the Shortline Trail between the Union Pacific Depot (Museum) and the current trailhead on Iris Street. A generous donor has agreed to reimburse the Town for the cost of the plan upon completion of the project.
  
- A) **Town Manager & Staff Reports:** Town Manager Dan Walker reports on a meeting he participated in this week with Montana Senator Pat Flowers and representatives from Montana DEQ regarding the subdivision process. He says that DEQ was clear that while they would review applications, they will not issue approval for subdivisions that do not have water and sewer capacity. He says that next week he will be meeting with Kyle Scarr of TDH and the City Manager for Belgrade to discuss the process to start the subdivision process. He says they also met with TDH regarding the remodel at the Police Department. He reports that the revised zoning code has been codified and is available on the Town website. He says that Building Inspector KC Tanner is working on encroachment permits for personal and business property that is on public property. He announces that they have hired Jessica Cothren to dispatch and Mark Byerhof to Public Works. The new wastewater treatment plant project is officially shut down for the winter. The Town Christmas party will be next Friday, December 13, 2024 at the Old Town Café.

The meeting is adjourned at 8:15 PM. (McBirnle, Benike)

\_\_\_\_\_  
Mayor

ATTEST:

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



## **Town of West Yellowstone Priorities for 2024.**

Updated 2/20/2024.

### **1.A. 80 Acres Development Plan/strategy.**

- ✓ Complete Zoning Code update and Map Amendment.
- ✓ Host Public Open Houses to share information and gather community feedback.
- ✓ Wastewater Plant Construction

### **B. Housing Solutions.**

- ✓ Housing Needs Assessment
- ✓ Housing Strategy

### **2. Review Engineer contract/RFP**

- ✓ RFP to be sent out on 2/21.
- ✓ March 29<sup>th</sup> Deadline for response.
- ✓ Interviews with potential firms first Town Council Meeting in April.

### **3. Town Policy Manual update/revisions.**

- ✓ We will plan to begin the review of the Town Policies and suggestions for revisions around March.

### **4. Support the work of the Advisory Boards and community partners on small projects for future consideration.**

- ✓ Signage/Wayfinding
- ✓ Outdoor sales and display
- ✓ Attractive Streetscapes
- ✓ Beautification Efforts
- ✓ Public Restrooms
- ✓ Exploring Parking Solutions
- ✓ Parks and Trails Plan

### **5. Infrastructure/CIP Projects**

- ✓ Wastewater Plant
- ✓ Highway 20 Streetlights

- ✓ Electric Street Sidewalk
- ✓ Sealcoating projects: Yellowstone, Madison, Firehole, Gibbon
- ✓ Canyon Street Tree Project
- ✓ Police Station and Depot Roofs
- ✓ Mammoth Room

**6. Review SFE Calculator.**

- ✓ We will review later this summer once we have a full year of data to consider.

**7. Growth Policy.**

- ✓ MCA 76-1-601 requires reviewing the growth policy at least once every 5 years and revising the policy if necessary.
- ✓ Last revision adopted by the Town Council on December 5, 2017.

## **Town Secondary Priority Projects for 2024**

**New water well.**

- ✓ The Town will need to consider an additional water well in the future.
- ✓ This work can begin once the WWTP is under construction

**Review Advisory Boards.**

- ✓ Some of the established Town Advisory Boards have not meet in a long time.
- ✓ Some are just fine.
- ✓ Consideration should be given at some point about the effectiveness and necessity of certain boards.

**Lead and Copper Mandates.**

- ✓ Jon Brown will continue to monitor and advise as necessary.

**Improved Community Communications/Information**

# TOWN OF WEST YELLOWSTONE

12/5/2024 – 12/11/2024 Weekly Report

## Personnel:

Current Staffing			
Position	Allocated	Staffed	Vacant
Dispatchers	6	5	1
Police Officers	7	5	2

## Operations:

Operations Tempo				
	12/5/2024 - 12/11/2024	Previous Week	Monthly	2024 Total
Calls Total	65			
Reports Total	2			
Citations	4			
Warnings	24			
Arrest	2			
DUI	0			
Fire/EMS Calls	4			
Business Checks	1			
Public Assist	2			
Agency Assist	3			



# TOWN OF WEST YELLOWSTONE

## PERSONAL:

- We are progressing with the background check on Corey White, we have received the report from Dr. Watson and it will be added to his packet. Dispatcher Jess Cothren has started her 3rd week on training, progressing very well
- Worked with MHP on the crash reporting system approval issues
- Chief Gavagan's last day in the office was 12/6, thankful for all he has done and given in the last 2.5 years as Chief

## TRAINING:

- Want to set up training next month for all police department staff to take a class on sexual harassment. Also, to have all officers to complete a class on Use of Force. This is high liability areas and would like to have it annual training and for all new oncoming employees to complete.
- We do not have a firearms instructor and am researching when the classes will be offered.
- Chief Wigner has submitted the required paperwork to Montana Post to begin the process for him to be certified in Montana.

## Other:

- Continued issues with the main Printer, working with Fishers to fix or replace
- Dispatch Supervisor Brenda Phillips made ID badges for new and retiring employees and continued to work with retiring Chief Gavagan and new Chief Wigner in the transition.
- We received a report Tuesday from the FBI about a 14-year-old female who made a comment on social media that she was going to shoot up the school. It is still under investigation and Officer Neal believes it is not a creditable threat. The school was notified and the parents and the juvenile were spoken to. Will update you as this progresses.
- Dispatch Supervisor Brenda Phillips worked with MHP on the crash reporting system approval issues
- Have spoken with Montana Wildlife officer, and Gallatin County Deputies to be able to assist us for the Christmas Stroll on the 20<sup>th</sup> if needed.
- Chief Wigner has meet and rode with each officer to get to know them and has meet with all dispatchers.
- Next week we are hoping to have our Shop with a Cop.
- Spoke with Dana Safety and they advised they have one of the vehicles but will not begin outfitting it until sometime next month. They are not sure when the other two will be ordered by them.
- Some bullet resistant vest needs to be replaced. I will be putting in for a grant to purchase vest for the officers.
- Call overview: Traffic Stops, Suspicious Person, Reckless, Agency Assist, Sex Crime, Noise Complaint, Public Assist, Alarm, Vehicle Crash, 911 Hang-up





# DECEMBER 13, 2024

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TO: Town Manager Dan Walker, Town Council

FROM: Liz Roos, Town Clerk

SUBJECT: Town Clerk Report

- Attended Study Commissioner training in Bozeman on December 12, 2024 along with Brock Wilson and Tut Fuentevilla. We are going to enroll in the 6-week online course and assistance program from the Montana Local Government Center. All three study commissioners have been sworn in. We are working on scheduling the first meeting of the commission in early January. I will be setting up Town email addresses for the study commissioners.
- Winter Event Permits in process:
  - Christmas Stroll, December 20
  - Kids n Snow, December 21, January 4, February 1, and March 1
  - Wild West Winter Block Party, March 7-8
- Payroll for December 13, 2024, we are up to exactly 40 employees.
- Prepared and distributed the Town Council Agenda & Packet for December 17, 2024.







## **Week of 12.09.2024**

MAP Financials were completed in preparation for the MAPFAB meeting on Thursday, 12.12.2024.

After working more through the AFR this week, it was discovered that the TBID Agency fund went over budget for FY2023-2024, so a budget amendment is needed. I started the prep work to make this happen for the 01.07.2025 Town Council meeting.

Submitted the HB355 documents that are needed to get us under contract for this grant. This grant is for the street lighting project.

Attended the TD&H monthly meeting with Dan, Jon S, Jon B, and KC.

Reviewed the RSCI pay application for November 2024. This will be on the claims list for the 12.17.2024 Town Council meeting. This should be the last one for a while.

Worked through MAP items.

Worked on figuring out the WWTP Loan B loan payment, hopefully they can get us confirmation of amount soon for payment by January 1, 2025.

Reconciled November 2024 bank statements.



# Highlights

Week of December 6th- December 12th, 2024  
Job and Social Services

## Overview

# of Clients Served: 40 check ins

Last Week: 41 check ins

### Highlights

Holiday Gift Giving Shopping Trip	Outcome:
Job and Social Services traveled to Idaho Falls and was able to purchase a large variety of gifts for families here in West Yellowstone courtesy of the Washington Family.	Gifts ranged from nice hygiene kits, baking ware, toys for all ages, makeup/skincare, tools, car cleaning kits, household décor, candles, and much more.
	Gifts bags are available while supplies last.
	Gifts will be displayed for clients on Monday, December 16th, 2024 in the Social Services Lobby.  Each household is able to get three gifts.

Clothing Donation Update	Outcome:
<p>Job and Social services has had wonderful volunteers who have dedicated their time to helping get the clothing bank organized.</p> <p>Dianna and Tia have discussed when the donations will open up again.</p>	<p>Downstairs is easy to navigate and looks clean and inviting for clients.</p>
	<p>To help steady the flow of clothing, clothing donations will be open from the 1st to the 15th of each month starting in the New Year.</p>
	<p>A maximum of three bags will be accepted in effort to keep the clothing bank running efficiently.</p>

Donations
<p>Job and Social Services received a large dairy donation courtesy of Food Roundup here in town. Many gallons of milk and buttermilk were given.</p> <p>Marketplace also gave fresh veggies ranging from salad kits to fresh kale and broccoli to help keep our Lobby fridge stocked with variety.</p> <p>A member of the community on 12/11/2024 dropped off adult snow onesies in a variety of sizes that will be extremely beneficial in the coming colder days.</p>

SNAP & Vouchers
<p><i>SNAP:</i> Job and Social Services was able to help a family with their SNAP applications and are working on getting interviews conducted for three other individuals.</p> <p><i>Vouchers:</i> Job and Social Services was able to help a local with a gas voucher to help them get to Texas in order to get a new start where they can be supported by family and have housing again.</p> <p>Another voucher was given to help a client get to a doctor’s appointment out of town.</p>

Senior Holiday Gift
<p>Job and Social Services was able to coordinate with a generous donor to provide some Christmas cheer to two local seniors this Holiday season.</p>

# Upcoming Events:

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There are no scheduled classes for the rest of the year. However, Dianna and Tia are working with the Rec Center in coordinating classes for the first six months of 2025!

## Notes

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- Dianna and Tia are working on ways to improve our department for 2025. We look forward to seeing how these changes can help our clients grow.

Recreation Department  
Highlights  
December 12, 2024

- Unemployment
- Snap and Medicaid
- December 14<sup>th</sup> we will have Santa and Mrs. Claus at the Povah from 10am to noon
- This year there will be no winter rec, I am going on vacation December 20<sup>th</sup> thru the 29th

Thank you,

Vely



**TOWN OF WEST YELLOWSTONE RECREATION DEPARTMENT**



**1ST - 4TH  
GRADE**

**TIMES WILL  
VARY**

Join Abril for Winter Basketball Fun, at the School Gym. For more information, and times please call 406-640-2603 or contact Vely at 406-646-7715.





# Donuts

## With Santa

Saturday, December 14

Povah Community Center

10 Geyser St. West Yellowstone, MT

10am-12pm

Roll on over for a deliciously festive time with Donuts, Hot Chocolate, and jolly photos with Santa and Mrs. Claus!

This merry gathering is brought to you by the fabulous Town of West Yellowstone Recreation Department!



## Public Services Dept. Bi-Weekly Report: Nov 27<sup>th</sup> through Dec 11<sup>th</sup>, 2024

### Work Performed

- Burial Service: Linda Seely, 11/30.
- Ice Rink: Ready.
- Pulled both Hydromatic Pumps at Iris Station, de-ragged and serviced.
- Snow removal, sanding intersections. Cleared around hydrants and electrical/ signal boxes.
- Flags lowered in remembrance of Pearl Harbor.
- Continue to spray down dump bodies with snow releasing agent.
- Help property owners with any potential freezing issues going into the winter.
- Work with property owners on water meter repairs and replacements.
- Addressing fire hydrant issues, struck by vehicles, get them isolated so there are no further issues/ leaking. Waiting on parts to repair in the spring.
- Winter signage repairs.
- Repair leaking sink at clinic.
- Vehicle and equipment repairs: ongoing. replace sheared caliper pin boots on 08 GMC, replaced water pump on dodge 5500, replaced plugs, filters and rotate tires on 06 Dodge and 08 Ford, installed cutting edges and plow shoes on 08 ford and GMC, cutting edges replaced on 938 and welded cracked brackets near expansion bars, built new chains for 08 904 loader to get traction while clearing hydrants, serviced 18 dodge and replaced chord on backup camera, plow controls replaced, and cleaned all contacts, plugs, fuel filters and blades on chainsaws, Heater core needs replaced on 18 dodge, 500 hr. service on grader. Replace battery on snowmobile. Weld new latch brackets on trash trailer doors.
- Get mezzanine organized and get return credits on retired fleet inventory/ stock through Napa, and Tractor & Equipment. Continue going through more stock.
- Cleanup and organize park shop, restroom chase and north storage room. Going through expired stock: paint, chemicals, weed spray, etc. (hauling to hazard disposal facility)
- Issues with double doorways at Town Hall, some finer adjustments need to be made. Our local locksmith could not figure it out after replacing the hinges. I've got Greg Ward from Door Guys of Montana coming next week. HVAC issues at Town Hall and Povah Center, changed batteries on flush sensors/ dispensers.
- Sprinter HVAC is scheduled next week to replace damper at Povah Center and adjust some of the zones at Town Hall.
- Pick up 10 light fixtures (free) from 3H Construction in Rexburg, we'll be able to replace some of the failed fixtures around town.
- Took down damaged light fixture along Canyon @ Alley A.
- WW Treatment Plant winter shutdown, effective 11/28.
- Bypassing cells, raking solids from Cell B. Everything now winterized at the plant.
- 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.



- EPA's lead and copper inventory, crew is still tightening up some of the reporting as it's a living document. (Jon and Sam did a lot of field work and data entry, identifying specific pipe materials for business owners and residents throughout old town, they've built a legitimate inventory).
- Building maintenance and service calls: ongoing.
- Daily trash trailer/ refuse route: ongoing. Litter collection through alleyways and snow parks: ongoing.
- Utility locates ongoing.
- Respond to vandalism: ongoing.
- Haul away abandoned vehicles.
- 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.
- Adjust injection wells, perform leak tests on areas of the distribution system.
- Fix damaged castings and signage: ongoing.
- Replace cracked manhole lids, swap mislabeled manhole tops.

#### Administrative

- Work with newly on-boarded staff.
- Continue to work with vendors and technicians on fleet updates: ongoing. Chase parts
- Coordinate parts and supplies orders: ongoing.
- Work with/ meet contractors on project scheduling: ongoing.
- Fill in for staff/ operate equipment/ wrench on equipment.
- Manage current public works staff and continue building morale for employees: ongoing.
- Met with residents and business owners regarding complaints: Ongoing. Snow Wars.
- Meetings: MDOT, TD&H, RSCI/ Forsgren, Marc1 Products, Kimball Midwest, Cintas, All-State Machine Shop, Fall River, Systems Northwest, Kennedy Hydrants, Great White Construction Department Heads, T&E, Historic Center, WY Log chinking, Bridger Built, Tri-State, Freightliner, Broadwater Equipment Services, R&R Lock, Door Guys of Montana, Dijulio Displays, RDO, John Deere, Code Enforcement, Electricians, Plumbers, HVAC, and GC's, Public Works Crew to address ongoing laundry list items.
- Discuss snow removal procedures with businesses. Remind everyone to fill out their annual encroachment permits. Liz has posted a reminder for everyone to get these filled out.
- 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.
- Put together next month's "On-Call" schedule for the crew.
- Seek additional training opportunities for the crew.
- Evaluate building and infrastructure issues, coordinate repairs as needed.

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**FW: Bullet points 12/12/2024**

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**From** Dan Walker <dwalker@townofwestyellowstone.com>  
**Date** Fri 12/13/2024 10:04 AM  
**To** Elizabeth Roos <eroos@townofwestyellowstone.com>

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**From:** Kyle Tanner <ktanner@townofwestyellowstone.com>  
**Sent:** Friday, December 13, 2024 8:14 AM  
**To:** Dan Walker <dwalker@townofwestyellowstone.com>  
**Cc:** Jon Simms <jsimms@townofwestyellowstone.com>  
**Subject:** Bullet points 12/12/2024

Bullet points 12/12/2024

- 1 Encroachment IworQs data entry
- 2 Framing inspection 513 Gallatin
- 3 Removed light pole damaged by Tri State near alley A on Canyon St
- 4 Ice rink filled 5 times
- 5 Safty training



K.C. Tanner  
Deputy Director Public Services  
Building Codes Inspector  
Code Enforcement

[Ktanner@townofwestyellowstone.com](mailto:Ktanner@townofwestyellowstone.com)  
Cell # 406-640-0141

## Water/Wastewater report

12/2/24 thru 12/12/2024

Waste water samples taken and delivered to Enviro Chem Labs in Pocatello Idaho

Water bacteria samples taken to Bridger labs in Belgrade MT. There was non- detect for the presents of total coliform and E- coli bacteria. We have taken 100 hundred water bacteria samples this year and for the first time we had a spotless record we occasionally get a hit on total coliform due to sampling errors.

Working on compiling information for the sample and well monitoring upgrade that Forsgren Engineering [Camile Miller] is completing for the requirements on the new wastewater permit for the new wastewater facility which needs to be completed by the end of December.

Working updating the lead and copper inventory. This is always an ongoing process that we will be dealing with.

We pulled the big 40 hp pumps out of the wet well at the Iris station and removed the grease built up on the pumps.



Pulling manholes on all alley to inspect lines to ensure there is no issues during the holidays.

Working on water meters for customers.

Wastewater flows are down to 275,00 gallons per day.

Water flows are 550,000 gallons per day.

If you have any questions, please feel free to contact me.

Thank you,

Jon Brown



## Town Council Agenda Item Summary Report

<b>Meeting Date:</b> 12/17/24	
<b>Item Title:</b> Collective Bargaining Agreement PPU 2024-2026	
<b>Submitted By (Name/Title):</b> Dan Walker, Town Manager	
<b>Discussion Only</b> <input type="checkbox"/>	<b>Discussion/Action</b> <input checked="" type="checkbox"/>
<b>Funding Source:</b> General Fund	<b>Budgeted</b> <input checked="" type="checkbox"/>
<b>Estimated Date of Completion:</b> 12/17/24	

### Item Summary

The Town and The Police Protective Unit have come to an agreement on a new Collective Bargaining Agreement. The new agreement is a 2 year contract and will be retroactive to July 1, 2024 and run through June 30, 2026.

The new contract added language under Article 12 regarding seniority consideration for vacation and shifts, and adopted language regarding job security, discipline, and the grievance policy to mirror the other CBA and the Town Personnel Policy.

We also came to terms on wage adjustments:

FY 2025= 4% COLA and \$2.25 market wage adjustment

FY 2026= 3% COLA and .50c market wage adjustment

The new starting wage in 2025 for a probationary officer will be \$28.71 and \$30.06 after 1 year.

The new wage will be retroactive to July 1, 2024.

### Staff Recommendation

Staff recommends approval of the Collective Bargaining Agreement between the Town and Montana Federation of Public Employees- Police Protective Unit for July 1, 2024 through June 30, 2026.

### Suggested Motion

I move we approve the Collective Bargaining Agreement between the Town and Montana Federation of Public Employees- Police Protective Unit for July 1, 2024 through June 30, 2026.

COLLECTIVE BARGAINING AGREEMENT  
WEST YELLOWSTONE POLICE PROTECTIVE  
UNIT OF MFPE



TOWN OF WEST YELLOWSTONE



July 1, 2024 through June 30, 2026

## AGREEMENT

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

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

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

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

### ARTICLE I, RECOGNITION AND MEMBERSHIP

- A. The Employer recognizes the Federation as the sole and exclusive bargaining agent for all employees who are or may perform bargaining unit work under the Federation's jurisdiction as certified by U.D. No. 28-78.
- B. The Employer recognizes the Federation consists of all sworn officers of the West Yellowstone Police Department with the exception of the Chief of Police.
- C. The stewards will provide the Federation in writing the name, address, and date of hire of all new employees within fifteen (15) business days of hire.
- D. No member of the Federation shall be discharged or discriminated against for upholding Federation principles. Any member working under instructions of the Federation, or who has served on the Federation committee shall not lose his/her position or be discriminated against based on that service.
- E. No employee under the jurisdiction of the Federation, prior to the date

of this contract, who is receiving more than the rate of wages designated in this schedule, shall suffer reduction in the wage rate or conditions of employment through the operation, or because of the adoption, of this Agreement.

- F. The authorized business representative(s) of the Federation shall be permitted to visit employees upon giving notice to the Town Manager or the Chief of Police and obtaining their permission.

## **ARTICLE 2, ILLEGAL DISCRIMINATION**

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

## **ARTICLE 3, FEDERATION SECURITY**

- A. Upon receipt of a written authorization from an employee covered by this Agreement, the Employer shall deduct from the employee's pay the amount owed to the Association within thirty (30) calendar days. Changes in the Federation membership dues rate will be certified to the Employer in writing over the signature of the authorized officer or officers of the Federation and shall be done at least thirty (30) calendar days in advance of such change.
- B. The Employer, within thirty (30) calendar days of hire, shall present the Federation with a list of names and addresses of all new employees covered by this Agreement.
- C. The Federation will indemnify, defend and hold the Employer harmless against any and all claims made and against any suit instituted against the Employer, including but not limited to attorney's fees and costs of defense thereof, on account of any provision of this Article.

## **ARTICLE 4, MANAGEMENT RIGHTS**

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

- I. Directing employees.



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

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

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

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

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

- B. Change in Schedule: Except in cases of an unanticipated event, the Chief of Police, or their designee, will attempt to notify an employee of a change in their regular work schedule by delivery of such notice in a manner consistent with Town Policy.
- C. All parties agree that police officers are in a position where all hours cannot always be controlled administratively. This requires working irregular hours or unscheduled overtime duties. The officer will be generally responsible for recognizing circumstances that require them to remain on duty beyond the end of their regularly scheduled shift.
- D. Officers shall be paid at the rate of one and one half (1.5) times their regular rate of pay for all time worked in excess of the regular scheduled shift, whether before or after their regularly scheduled shift, as determined by the Chief of Police. The



officer will include an articulation for why the overtime was necessary on their timesheet.

- E. Call-Out Overtime: Call-out overtime is considered an unscheduled request to report to duty and not coinciding with a prior scheduled work shift. A minimum of two and one half (2.5) hours or actual hours worked, whichever is greater, shall be counted as overtime and paid out at one and one half (1.5) times the applicable hourly rate for that employee.
- F. Police union members who are in attendance at the Montana Law Enforcement Academy (MLEA) Basic Course will be compensated for the length of time of instruction. In addition, each officer will be paid at the rate of straight time for the initial travel time required to get to the MLEA and to return to West Yellowstone following completion of the course. The Town will provide a vehicle and fuel for transportation to and from the academy.
- G. Nighttime Differential: Officers required to work between the hours of 18:00- 06:00 (6pm- 6am) shall be compensated by an additional \$1.00/hour.
- H. Police union members will answer off duty calls for service if available. The Town of West Yellowstone will not place, consider, or assign officers in a mandatory on-call status without first bargaining with the union.
- I. In accordance with Montana Department of Labor & Industry Rule # 24.16.1006, officers will be exempt from the Town Personnel Policy Manual requiring all employees to take an unpaid meal break each shift.

## **ARTICLE 6, HOLIDAYS**

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

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

- 1. New Year's Day, January 1
- 2. Martin Luther King Day, third Monday in January.

3. President's Day, third Monday in February.
4. Memorial Day, last Monday in May.
5. Juneteenth, June 19
6. Independence Day, July 4.
7. Labor Day, first Monday in September.
8. Columbus Day, second Monday in October.
9. Veteran's Day, November 11.
10. Thanksgiving Day, fourth Thursday in November.
11. Christmas Day, December 25.
12. State-wide Election Day in November of even years.
13. Any day declared a national legal holiday for all governmental subdivisions of the United States; any day declared a state legal holiday for all State and local political subdivisions by the Governor of the State of Montana; any day declared a legal holiday for all Town government employees by the Council of the Town of West Yellowstone.

## **ARTICLE 7, VACATION**

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

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

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

Proportionate vacation leave credits shall be earned and credited at the end of each pay period. All vacation leave credits shall be earned as is

consistent with the Town's Personnel Policy Manual and in accordance with the following schedule:

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

When an employee submits a request for vacation, the Employer must respond to the request within five (5) business days. When possible, the employee must make the vacation request in writing at least fifteen (15) business days in advance of the first day of leave to be taken.

Vacation leave credits may be accumulated to a total not to exceed two (2) times the maximum hours earned annually as of the end of the last pay period of the calendar year. Excess vacation time is forfeited if it is not taken prior to April 30 of the following calendar year. It is the responsibility of the Chief of Police or their designee to provide reasonable opportunity for an employee to use rather than forfeit accumulated vacation leave. If an employee makes a reasonable written request to use excess vacation leave before the excess must be forfeited and the Chief of Police or their designee denies the request, the excess vacation leave is not forfeited and the Town shall ensure that the employee may use the excess vacation leave before the end of the calendar year in which the leave would have been forfeited.

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

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

## **ARTICLE 8, SICK LEAVE**

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

Sick leave is a leave of absence, with pay, for a sickness suffered by an

employee or his/her immediate family as defined in the Personnel Policy Manual.

Each full-time employee is entitled to and shall earn sick leave credits from the first day of employment. For calculating sick leave credits, 2,080 hours (40 hours x 52 weeks) shall equal one year. If employees are moved to 84 hour pay period by the Chief of Police, then the calculation for determining sick leave credits will be modified. Part-time employees will earn a prorated amount of sick leave and may use them after six (6) months of continuous employment. Sick leave credits shall be earned at the rate of ninety-six (96) hours for each year of service without restriction as to the number of working days/hours the employee may accumulate.

- An employee may not accrue sick leave credits during a leave of absence without pay.
- An employee begins to accrue sick leave credits from their first day of employment but is not entitled to be paid for sick leave until they have been employed continuously for ninety (90) days. Upon completion of the qualifying period, the employee is entitled to the sick leave credits they have earned.

Employees that were in a pay status as of the signing of the last contract (January 28, 2016) shall continue to receive the sick leave lump sum payment at the end of employment as shown in the table below:

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

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

#### **ARTICLE 9, RULES, REGULATIONS, AND POLICIES**

- A. All rules, regulations, and policies of the Employer not specifically covered by this Agreement shall remain in full force and effect, provided such rules, regulations, and policies are not in direct conflict with the terms of this Agreement. The policies of the Employer are as set forth in

Municipal Police Force Law, Section 7-32-4101 et seq., MCA, unless specifically modified by the terms of this Agreement and the Town of West Yellowstone Personnel Policy Manual. In the event of a conflict between the Personnel Policy Manual and this Agreement, the terms of this Agreement shall control.

- B. The Employer agrees to discuss with the Federation and its stewards the establishment of new rules, regulations, and policies affecting employees, or changes in such rules, regulations, or policies, prior to placing them in effect. Changes shall be posted on bulletin boards or electronically for a period of fifteen (15) business days and the comment period prior to implementation shall be an additional fifteen (15) business days. In addition, the Employer will provide written notification of the changes to the Stewards and the Montana Public Employers Federation at the same time the changes are posted.
- C. Employees shall comply with all reasonable rules, regulations, and policies as set forth above, providing they are uniformly applied and enforced.
- D. Nothing in the Article shall limit the Employers right to enact rules, policies and regulations.

#### **ARTICLE 10, HEALTH AND SAFETY**

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



the date of injury.

## **ARTICLE 11, STEWARDS**

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

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

## **ARTICLE 12, SENIORITY**

- A. Seniority serves only as a qualification for benefits expressly provided for in this Agreement and shall have no other effect. Seniority shall take effect twelve (12) months after the first day of employment. During the first twelve (12) months of employment, each employee shall be considered a probationary employee. After completion of the probationary period, the employee shall achieve seniority based on the date of hire as a police officer with the Department. There shall be no seniority among probationary employees and they may be laid off, discharged, or otherwise terminated at the sole discretion of the Employer.

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

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

reduction in force will be allowed five (5) business days to accept or decline reemployment.

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

#### **ARTICLE 13, JOB SECURITY & DISCIPLINE**

- A. Employer shall not discharge non-probationary employees without just cause. Minor rules infractions will not be cause for discharge or suspension without an established pattern of continued misconduct. An established pattern is defined as more than three minor violations during a twelve (12) month period. Minor violations will be documented in written form and the employee will be given the opportunity to respond in writing within fifteen (15) business days.
- B. Discipline: Any disciplinary action to be taken relating to an employee shall be subject to the rules set out in Chapter IX of the Town of West Yellowstone Personnel Policy Manual adopted April 9, 2024.

#### **ARTICLE 14, GRIEVANCE PROCESS**

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

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

STEP 1 Any grievance must be discussed at this level within fifteen (15) business days of

the employee becoming aware of the initial problem. This step is an opportunity for both parties to resolve the issue informally through a dialogue with the immediate supervisor or Department Head. If the magnitude of the grievance is serious enough that termination is the remedy proposed by the Employer, this step can be bypassed. The immediate supervisor or Department Head has fifteen (15) business days to respond to the grievance. If the supervisor and Department Head are one and the same person and the grievant is not satisfied with the Step I response or if the supervisor/ Department Head fails to respond within fifteen (15) business days, then the grievance shall advance to Step III of the process.

**STEP II** The grievant has fifteen (15) business calendar days from the end of Step I to present the grievance formally in writing to the Department Head if different from the immediate supervisor. Formal filing of a grievance means that the grievant must present a brief but thorough written description of the grievance and the facts upon which it is based. It also must detail the proposed remedy or correction sought with reference made to the Section of the collective bargaining contract that the grievant believes was violated. In addition to the above, the grievant must contact the MPEA Field Representative for information and advice. The Department Head shall have fifteen (15) business days to resolve/respond to the grievance. If the grievance is still unresolved, the Department Head will render his/her decision to the employee in writing and forward a copy to the Town Manager.

**STEP III** Following receipt of the Department Head's response to Step II, and the grievance is still unresolved, the grievance shall be submitted to the Town Manager within fifteen (15) business days of the response of Step II. The Town Manager shall have fifteen (15) business days to review the grievance and provide a written response to the involved parties. In the event that the aggrieved employee is not satisfied with the Town Manager's decision, meaning that the grievance is still unresolved, the Federation/grievant may, not later than fifteen (15) business days of the Town Manager's or his/her designee's response, notify the Town of West Yellowstone of the intention to take the grievance to final and binding arbitration.

#### **ARBITRATION**

The Federation shall request the Board of Personnel Appeals to provide a list of seven arbitrators. The parties shall, not later than fifteen (15) business days of the receipt of the list, select the arbitrator by the method of alternately striking names with the Federation striking the first name. The final name left on the list shall be the arbitrator.

The parties shall jointly contact the arbitrator and establish a date for the arbitration hearing. The arbitrator shall rule on the matters within the scope of the terms of this Agreement only and the arbitrator's decision shall be binding on both parties, subject to the exceptions found in the Montana Uniform Arbitration Act.



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

#### **ARTICLE 15, UNIFORM ALLOWANCE & TRAINING AMMUNITION**

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

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

#### **ARTICLE 16, HEALTH AND WELFARE**

- A. The Employer shall contribute 75% of each premium and the employee shall contribute the remaining 25% of the current health insurance in effect.
- B. The health and safety of employees shall be reasonably protected while in the service of the Employer. Both parties to this Agreement hold themselves responsible for the mutual cooperative enforcement of safety rules and regulations.
- C. The Employer shall carry a \$50,000 life insurance policy on each officer.
- D. Part-Time employees shall receive benefits at a pro-rated cost as outlined in the Town's Personnel Policy Manual.

#### **ARTICLE 17, LIGHT DUTY/PARENTAL LEAVE**

Maternity & Parental Leave shall be in accordance with Town Personnel Policy Manual, adopted on April 9, 2024.

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

#### **ARTICLE 18, LIABILITY INSURANCE**

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

In the event an employee is personally sued as a result of performing their work duties, the Employer will defend the employee in accordance with terms and

conditions outlined in Section 2-9-305, MCA.

## **ARTICLE 19, TRAINING AND EDUCATIONAL ADVANCEMENT**

The Employer shall provide proper training and education for the advancement and benefit of the employees. Such training and education shall be recommended by the Chief of Police. The Employer will meet or exceed the State of Montana's minimum annual training requirements. Refer to the Town Personnel Policy Manual adopted on April 9, 2024 for specific education benefits.

## **ARTICLE 20, PENSIONS**

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

## **ARTICLE 21, COMPENSATION AND PAY PERIODS**

- A. The parties agree to adopt the 2025-2026 Wage Rate Table as shown in Attachment A to the Agreement, which shows wage bands that were in effect on June 30, 2024, as the base wages to which increase shall be applied during the first year of this Agreement. In subsequent years, the base wage will increase according to Attachment A.
- B. Employees shall move to the next pay increments by satisfactorily performing duties as documented by their most recent evaluation and in accordance with Montana POST Certification Requirements as outlined below:
  - 1. **Entry:** Shall be from the date of hire until the end of the probationary period, unless the officer currently holds a Basic Certificate or higher. Officers who hold a higher certificate will start at the level of their certificate but will be paid at \$1.00 less per hour for the duration of the probationary period.
  - 2. **Basic:** Officers must have completed:
    - a. The discipline-specific Basic Course at MLEA or a POST- approved equivalent
    - b. One full year of discipline-specific employment with the Town
    - c. Their probationary period with the Town.
  - 3. **Intermediate:** Officers must have completed:
    - a. The discipline-specific Basic Certificate

- b. Served at least one (1) year with the Town and be satisfactorily performing the duties, attested to by the Chief of Police
    - c. Four (4) years' discipline-specific experience and 200 job- related POST training hours
  - 4. **Advanced:** Officers who must have completed:
    - a. The discipline-specific Intermediate Certificate or higher
    - b. Served at least one (1) year with the Town and be satisfactorily performing the duties, attested to by the Chief of Police
    - c. Eight (8) years' experience- discipline specific and 400 job- related POST training hours
- C. Pay periods for all employees will be a two-week period, opening on Sunday and closing every second Saturday for a total of 26 pay periods per year. Paychecks will be distributed every two (2) weeks, five (5) business days after the end of the pay period.
- D. Voluntary deductions will be based on current pay practice as administered by the Town.
- E. Upon completion of the probationary period, employees assigned to perform the following tasks will be compensated at a rate of \$1.00 per hour for all hours spent performing the duties of 1) Field Training Officer; 2) School Resource Officer; 3) Continuing Education Trainer; and 4) if proficient in dual language, as determined by the Police Chief and Town Manager, the employee will be compensated an additional \$1.00 per hour to be included in their base pay.

## **ARTICLE 22, PERSONAL USE OF TOWN FACILITIES**

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

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

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

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

Except as provided below, this Agreement shall terminate on June 30, 2026.

On or before March 31, 2026, the bargaining unit may notify the Town in

writing or electronically of its desire to negotiate the terms and provisions of a successor Agreement and the Town reserves the right to notify the Federation of its desire to open negotiations. Promptly following such notification, the parties shall meet and engage in such negotiations.

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

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

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

Ratification of terms of Agreement between the Town of West Yellowstone and the members of the Montana Federation of Public Employees, West Yellowstone Police Protective Unit entered into on December 4, 2024.

**For the Town of West Yellowstone:**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dan Walker, Town Manager

\_\_\_\_\_  
Date

**For the West Yellowstone Employee's Bargaining Unit, MFPE-Police Protective Unit:**

\_\_\_\_\_  
Ashlee Stoneburner, Steward

\_\_\_\_\_  
Date

\_\_\_\_\_  
Justin Hawkaluk, MFPE Field Representative

\_\_\_\_\_  
Date

## Attachment A

Level	FY 24	FY 25	FY 26
	\$1.00+2%	4% + \$2.25/hour	3% + \$.50/hour
Entry	\$25.36	\$28.71	\$30.09
Basic	\$26.65	\$30.06	\$31.47
Intermediate	\$31.32	\$34.91	\$36.48
Advanced	\$34.17	\$37.88	\$39.53

<b>Courtis</b>	\$35.95	\$39.73	\$41.43
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NOTE: Due to previously negotiated agreements that established base pay, negotiated pay increases for Officer Neil Courtis shall be applied to his current wage.