

Town of West Yellowstone

Tuesday, June 3, 2025

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 – 5:30 PM

FY 2026 Municipal Budget

Discussion

- Capital Improvement Plan

TOWN COUNCIL MEETING – 7:00 PM

Pledge of Allegiance

Comment Period

- Public Comment
- Council Comments

Treasurer's & Securities Reports

Purchase Orders #7081 to Tri-State Excavating, snow removal March 2025, \$5213.89
#7082 to American Pump & Drilling, rebuild pumps, \$8845.64.

Claims

Business License Applications:

Consent Agenda

Minutes: **May 19, 2025 Town Council Meeting**

Town Manager & Staff Reports

Advisory Board Reports

Public Hearing: Ordinance No. 279, Zoning Map for 80 acres addition

NEW BUSINESS

Ordinance No. 279, Zoning Map for 80 acres addition, 1st Reading

Discussion/Action

Application to Maintain an Encroachment, Interior Park of Block 18, hotel remodel

Discussion/Action

Pioneer Park Bathrooms cleaning contract, Triple S Services

Discussion/Action

Resolution No. 819, AFFF/PFAS Litigation Services

Discussion/Action

Resolution No. 820, Call for 2025 Primary and General Municipal Elections

Discussion/Action

Correspondence/FYI/Meeting Reminder

- Town of West Yellowstone Sewer Moratorium Memo, TD&H Engineering



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 about 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, the 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. Questions about the agenda may be directed to the Town Clerk at (406) 646-7795 or eroos@townofwestyellowstone.com.
- Official minutes of the Town Council meetings are prepared and kept by the Town Clerk and are reviewed and approved by the Town Council. Copies of the approved minutes are available at the Town Clerk's office or on the Town's website: 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

Ship Via

Order No. **7081**

Department Roads & Streets

TO: TRI State

ADDRESS:

PLEASE FURNISH THE TOWN OF WEST YELLOWSTONE WITH:

Quantity	Description
	<u>Snow Removal For March 2025</u>

Estimated Cost \$ 5,713.89

Requested By: [Signature]

Accounting Code 1000-430200-357



Authorized By: [Signature]

VENDOR COPY - White OFFICE COPY - Canary

Approved By: [Signature]



P.O. Box 853
11 Gibbon Ave.
West Yellowstone, MT
59758

Invoice

Date	Invoice #
4/30/2025	17674SMARCH

Bill To
Town Of West Yellowstone P.O. Box 1570 West Yellowstone, MT 59758

Terms
Net 30

Qty	Description	Rate	Amount
	Invoice for March snow removal		
1.267	Removal of snow with Skid-Steer / Piles on Madison 3/04/2025	155.00	196.39
2	Use of Dump truck for hauling snow 3/04/2025	165.00	330.00
2.5	Use of Front End Loader for pushing, stacking, and hauling of snow. 3/04/025	225.00	562.50
5	Use of Dump truck for hauling snow 3/17/2025	165.00	825.00
8.25	Use of Dump truck for hauling snow 3/17/2025	165.00	1,361.25
2	Use of Dump truck for hauling snow 3/17/2025	165.00	330.00
4.25	Use of Dump truck for hauling snow 3/24/2025	165.00	701.25
5.5	Use of Dump truck for hauling snow 3/24/2025	165.00	907.50
<p>Thank you for being a customer!</p> <p>Please call the office if you have any questions or concerns (406) 640.0216</p>			

If you choose to pay with credit card, a 3% processing fee will be added to the total.	Total	\$5,213.89
<i>All invoices are due and payable upon receipt. Statements will be issued on past due accounts only. Past due accounts will be subject to a re-billing fee and finance charges will be added to all past due balances.</i>	Payments/Credits	\$0.00
	Balance Due	\$5,213.89

Phone #	E-mail
406-640-1094	skcoffin3@hotmail.com

P.O. BOX 1570

**TOWN OF WEST YELLOWSTONE
MONTANA**

PHONE: 406-646-7795

FAX: 406-646-7511

info@townofwestyellowstone.com

PURCHASE ORDER

Date

Ship Via 5310

Order No. **7082**

Department Sewer operating Fund

TO: American Pump & Drilling

ADDRESS: 10758 N Yellowstone Hwy
Idaho Falls ID 83401

PLEASE FURNISH THE TOWN OF WEST YELLOWSTONE WITH:

Quantity	Description
<u>1</u>	<u>ReBuild Hydromatic pump</u>
	<u>1/15 Station wastewater pump</u>

Estimated Cost \$ 81845.64

Requested By: Jon Brown

Accounting Code 5310-430600-369 ☒ overhaul

Authorized By: _____

VENDOR COPY - White OFFICE COPY - Canary

Approved By: [Signature]

INVOICE

Amount Due (USD):

\$8,845.64

BILL TO:

Jon Brown
WEST YELLOWSTONE
SEWER DEPARTMENT
P.O. BOX 1570
WEST YELLOWSTONE, MT
59758

SHIP TO:

Jon Brown
WEST YELLOWSTONE
SEWER DEPARTMENT
P.O. BOX 1570
WEST YELLOWSTONE, MT
59758

Invoice No:

109210

Status:

Open

Invoice Date:

5/21/2025

Due Date:

6/05/2025

Total:

\$8,845.64 ✓

Product/Service	Quantity	Unit Price	Total
3-MB7314 MOTOR BEARING 7314 THRUST	1.00	\$183.90	\$183.90
3-MB6308-ZZ MOTOR BEARING 6308 SHIELDED	1.00	\$33.46	\$33.46
3-S-12245 2.250" SEAL (s/a 1087)	1.00	\$217.26	\$217.26
3-S-267VSC 2.000" VITON SEAL (SC/SC)	1.00	\$675.22	\$675.22
DIELECTRIC OIL / TRANSFORMER OI	16.00	\$9.59	\$153.44
3-R-694BKT O-Ring Kit for HydromaticS4L X,VX,K,BX,AX S8FX,6CX	1.00	\$21.60	\$21.60
3-S8FX S8FX 11" IMPELLER	1.00	\$5,296.00	\$5,296.00
Misc Consumables Misc Shop Supplies/Consumables	1.00	\$25.00	\$25.00
LMTRSHOP	10.00	\$98.00	\$980.00

A 3% surcharge may be applied to credit card transactions.

Thank you for your business! We appreciate the opportunity to serve you. If you're satisfied with our work, we'd love for you to share your experience by leaving us a review at <https://www.ampumpdrilling.com/go/review/>. Your feedback helps us continue to improve and serve our customers better.



American Pump & Drilling
10758 N Yellowstone Hwy
Idaho Falls, ID 83401

Contact
(208) 557-8677
accounting@ampumpdrilling.com

INVOICE

Amount Due (USD):

\$8,845.64

Product/Service	Quantity	Unit Price	Total
LABOR MOTOR SHOP			
3-LEVL7726100 STRAIN RELIEF, DELUXE CORD GRIP, 1.25" NPT, 1.13-1.25"	1.00	\$260.44	\$260.44
3-185500W 18/5 SO CORD	25.00	\$9.74	\$243.50
3-LEVL7708100 STRAIN RELIEF, DELUXE CORD GRIP, 1/2" NPT, 0.05-0.63"	1.00	\$122.04	\$122.04
3-44SOX500 SOOW PORTABLE CORD, 4/4, BLACK	25.00	\$17.24	\$431.00
3-STAR-FLEX-150-1 FLEX SEAL 150 2 PARTEPOXY 1LB	1.00	\$150.00	\$150.00
Freight Freight	1.00	\$52.78	\$52.78

Notes

202500189

Thank you for your business.

Please Note: Any invoiced amount not received by the mentioned due date will be subject to accruing a late fee of 1.50% of the outstanding balance every 30 days, or the maximum rate permitted by the law, whichever is lower. Any payments you make will be allocated first to

Subtotal:	\$8,845.64
Tax:	\$0.00
Invoice Amount:	\$8,845.64
Previous Payment(s):	\$0.00
Amount Due (USD)	\$8,845.64

A 3% surcharge may be applied to credit card transactions.

Thank you for your business! We appreciate the opportunity to serve you. If you're satisfied with our work, we'd love for you to share your experience by leaving us a review at <https://www.ampumpdrilling.com/go/review/>. Your feedback helps us continue to improve and serve our customers better..



American Pump & Drilling
10758 N Yellowstone Hwy
Idaho Falls, ID 83401

Contact
(208) 557-8677
accounting@ampumpdrilling.com

INVOICE

Amount Due (USD):

\$8,845.64

paying off any late fees due and then to paying off the principal.

A 3% surcharge may be applied to credit card transactions.

Thank you for your business! We appreciate the opportunity to serve you. If you're satisfied with our work, we'd love for you to share your experience by leaving us a review at <https://www.ampumpdrilling.com/go/review/>.

Your feedback helps us continue to improve and serve our customers better..



American Pump & Drilling
10758 N Yellowstone Hwy
Idaho Falls, ID 83401

Contact
(208) 557-8677
accounting@ampumpdrilling.com

05/30/25
16:15:18

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 6/25

Page: 1 of 7
Report ID: AP100

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period (5/25) ***								
52328	E	2673 First Bankcard	1,848.60					
	04/02/25	ExpediaFairfieldInnsTravel PD	586.72		POLICE	1000 420100	370	101000
	04/02/25	Police Supplies	11.36		POLICE	1000 420100	220	101000
	04/02/25	StoryBlocks UnlimitedVideo	65.00		POLICE	1000 420100	327	101000
	04/11/25	FairfieldInnTravel PD	679.60		POLICE	1000 420100	370	101000
	04/13/25	Mealfor Training	22.00		POLICE	1000 420100	370	101000
	04/29/25	Supplies	11.11*		POLICE	1000 420100	870	101000
	04/22/25	Postage	5.35*		POLICE	1000 420100	311	101000
	04/22/25	AlaskaAirlines	420.48		POLICE	1000 420100	370	101000
	04/25/25	Sm Item Equip	46.98		POLICE	1000 420100	212	101000
52406		2264 MORNING GLORY COFFEE & TEA	41.25					
	429727 05/21/25	Dispatch coffee	41.25		DISP	1000 420160	220	101000
52413		73 Westmart Building Center	7,688.53					
	05/27/25	Street Equip Repairs	8.54		STREET	1000 430200	369	101000
	05/27/25	Street Repairs	8.54*		STREET	1000 430200	361	101000
	05/27/25	Street Supplies	1,462.21		STREET	1000 430200	220	101000
	05/27/25	Street Fuel	130.34		STREET	1000 430200	231	101000
	05/27/25	Street small Equipment	600.56		STREET	1000 430200	212	101000
	05/27/25	Street light Poles	50.48		STRLIT	1000 430263	220	101000
	05/27/25	Street Signs	995.05		STREET	1000 430200	243	101000
	05/27/25	Sewer Supplies	89.08		SEWER	5310 430600	220	101000
	05/27/25	Water Supplies	165.01		WATER	5210 430500	220	101000
	05/27/25	Police supplies	4.45		POLICE	1000 420100	220	101000
	05/27/25	UPDL Sm Equip	98.25		UPDL	1000 411252	212	101000
	05/27/25	UPDL Supplies	285.18*		UPDL	1000 411252	220	101000
	05/27/25	Town Hall supplies	87.38*		TWNHLL	1000 411250	220	101000
	05/27/25	Povah Ctr. Suuplies	13.27		POVAH	1000 411255	220	101000
	05/27/25	Parks School	84.55		PARKS	1000 460430	220	101000
	05/27/25	Chamber supplies	49.36		CHMBR	1000 411257	220	101000
	05/27/25	Parks Supplies	23.21		PARKS	1000 460430	220	101000
	05/27/25	Parks Sm Equip	31.34		PARKS	1000 460430	212	101000
	05/27/25	Parks Grounds	3,324.67		PARKS	1000 460430	365	101000
	05/27/25	Little Rangers	34.17		LEARNC	1000 411254	220	101000
	05/27/25	Cemetery	26.68		CEMETR	2240 430900	365	101000
	05/27/25	Rec Supplies	116.21*		REC	1000 460440	220	101000
52414		3242 Fisher's Technology	13.96					
	1505416 05/27/25	copy fee	13.96		FINADM	1000 410510	356	101000

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TOWN OF WEST YELLOWSTONE
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52415		95 Energy West-Montana	1,481.75					
	05/28/25	nat gas 210361788 updl	250.81		UPDH	1000 411252	344	101000
	05/28/25	nat gas 210360293 Police	27.16		POLBLD	1000 411258	344	101000
	05/28/25	nat gas 210361746 Pub Services	337.11		STREET	1000 430200	344	101000
	05/28/25	nat gas 210361811 old firehall	40.22		PARK	1000 460430	344	101000
	05/28/25	nat gas 210363966 old bld ins	59.94		STREET	1000 430200	344	101000
	05/28/25	nat gas 210360540 library	109.05		LIBBLD	1000 411259	344	101000
	05/28/25	nat gas 210364599 Povah	335.02		POVAH	1000 411255	344	101000
	05/28/25	nat gas 210361697 Iris Lift St	41.83		SEWER	5310 430600	344	101000
	05/28/25	nat gas 210365425 Twn Hall	255.17		TWNHAL	1000 411250	344	101000
	05/28/25	nat gas 210361655 Mad Add Sewe	25.44		SEWER	5310 430600	344	101000
52424		3400 Julie Brown	1,770.00					
	053025	05/30/25 Library	225.00*		LIBRY	1000 411259	357	101000
	053025	05/30/25 Rendezvous Ski building	120.00		TRLHD	1000 411256	350	101000
	053025	05/30/25 Town Hall	825.00*		TWNHLL	1000 411250	357	101000
	053025	05/30/25 Povah Building	600.00		POVAH	1000 411255	350	101000
52426		3476 RSCI	1902,885.44					
	05/30/25	WWTP Contractor Payment	1902,885.44		WWTP	5320 430640	951	101000
52429		42 Fall River Electric	7,888.81					
	05/20/25	PARK, old firehouse 2901001	67.45		PARK	1000 411253	341	101000
	05/20/25	povah comm ctr 4212001	309.60		POVAH	1000 411255	341	101000
	05/20/25	unmetered lights 4212004	1,451.25		STLITE	1000 430263	341	101000
	05/20/25	RR Well 4212005	81.60		WATER	5210 430500	341	101000
	05/20/25	IRIS LIFT STATION 4212006	346.53		SEWER	5310 430600	341	101000
	05/20/25	POLICE 4212008	301.28		POLICE	1000 411258	341	101000
	05/20/25	TOWN HALL 4212009	346.56		TWNHLA	1000 411250	341	101000
	05/20/25	ICE RINK 421010	85.97		PARKS	1000 411253	341	101000
	05/20/25	S Canyon XmasTreelite 4212011	0.00		STLITE	1000 430263	341	101000
	05/20/25	Sewer Plant 4212012	1,691.25		SEWER	5310 430600	341	101000
	05/20/25	South Iris Street Well 4212013	157.57		WATER	5210 430500	341	101000
	05/20/25	Hayden/DeLaceyPump 4212014	177.66		SEWER	5310 430600	341	101000
	05/20/25	Hayden/Grouse Well 4212015	39.00		WATER	5210 430500	341	101000
	05/20/25	911 Tower 4212016	156.68		911	2850 420750	341	101000
	05/20/25	MADADD H20 Tower 4212017	56.70		WATER	5210 430500	341	101000
	05/20/25	SHOP 4212018	112.89		STREET	1000 430200	341	101000
	05/20/25	UPDL 220 Yell Ave4212019	39.00		UPDL	1000 411252	341	101000
	05/20/25	ANIMAL 4212029	140.80		ANIML	1000 440600	341	101000
	05/20/25	CLORINATOR 4212030	70.35		WATER	5210 430500	341	101000
	05/20/25	Electric Well 4212031	55.67		WATER	5210 430500	341	101000
	05/20/25	PARK 4212032	144.58		PARKS	1000 411253	341	101000
	05/20/25	UPDL 4212041	652.40		UPDL	1000 411252	341	101000

05/30/25
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TOWN OF WEST YELLOWSTONE
Claim Approval List
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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
	05/20/25	861PowerLinTREATSERV 4212046	1,220.12		SEWER	5310 430600	341	101000
	05/20/25	LIBRARY 23 dunraven 4212054	183.90		LIBR	1000 411259	341	101000
52431		2813 Century Link	997.86					
	05/19/25	911 ALI/SR 255-9710	385.01*		911	2850 420750	345	101000
	05/19/25	BSLAnlog 255-9712/0133,5127	125.25*		POLICE	2850 420750	345	101000
	05/19/25	BSLAnlog 646-5170,5173,5179	167.60*		POLICE	2850 420750	345	101000
	05/19/25	Alarm Lines 646-5185,7256	105.20		TWNHLL	1000 411250	345	101000
	05/19/25	Police - 646-7600	214.80*		POLICE	2850 420750	345	101000
52432	E	2323 Montana Department of Revenue	19,221.07					
	05/30/25	WWTP	19,221.07		WWTP	5320 430640	951	101000
52433		709 TD&H Engineering	21,367.93					
	42121 03/19/25	Professional fees	2,103.00*		PLNNG	1000 411000	354	101000
	42121 03/19/25	Professional fee80Acre	2,005.85*		CLLCTN	4030 430630	354	101000
	42121 03/19/25	Professional feeMammothrm	581.00*		PLNNG	1000 411000	354	101000
	42121 03/19/25	Professional feeWellHouse#3	1,566.00		WATER	5210 430500	354	101000
	42121 03/19/25	Professional feePoliceStatAdd	2,821.88*		PLNNG	1000 411000	354	101000
	41665 02/14/25	Professional Fee	1,043.00*		PLNNG	1000 411000	354	101000
	41665 02/14/25	Professional Fee80Acre	765.20*		CLLCTN	4030 430630	354	101000
	41665 02/14/25	Professional FeeMammothrm	5,474.00*		PLNNG	1000 411000	354	101000
	41665 02/14/25	Professional FeeWell#3	167.00		WATER	5210 430500	354	101000
	41665 02/14/25	Professional FeePoliceStatAdd	4,841.00*		PLNNG	1000 411000	354	101000
52436		1514 Verizon Wireless	1,143.27					
		23 Smartphones						
		7 laptops						
	05/20/25	640-0108, Police	25.35		POLICE	1000 420100	345	101000
	05/20/25	223-2779 586 Laptop	80.02		POLICE	1000 420100	345	101000
	05/20/25	333-8121 Head DsptchLaptop	80.02*		DSPTCH	1000 420160	345	101000
	05/20/25	640-0121 Laptop	80.02		POLICE	1000 420100	345	101000
	05/20/25	640-0141 Street SP	25.37		STREET	1000 430200	345	101000
	05/20/25	640-0159 Street SP	25.35		STREET	1000 430200	345	101000
	05/20/25	640-0606 911 Dispatch	25.35*		911	1000 420160	345	101000
	05/20/25	640-1103, Operator SP	25.35		STREET	1000 430200	345	101000
	05/20/25	640-1460, Library Dir, SP	25.37		LIBRAR	2220 460100	345	101000
	05/20/25	640-1461, S & W operator, SP	25.35		SEWER	5310 430600	345	101000
	05/20/25	640-1462, S & W Super, SP	25.35		WATER	5210 430500	345	101000
	05/20/25	640-1463, Deputy PSS, SP Sspnd	25.35		PARKS	1000 460430	345	101000
	05/20/25	640-1472, Ops Mgr, SP	25.37		ADMIN	1000 410210	345	101000
	05/20/25	640-1676, Rec Coord, SP	25.35		REC	1000 460440	345	101000
	05/20/25	640-1754, COP, SP	25.35		POLICE	1000 420100	345	101000
	05/20/25	640-1755, Police	25.35		POLICE	1000 420100	345	101000
	05/20/25	640-1756, Police	25.35		POLICE	1000 420100	345	101000

05/30/25
16:15:18

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 6/25

Page: 4 of 7
Report ID: AP100

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	05/20/25	640-1757, Police	25.35		POLICE	1000 420100	345	101000
	05/20/25	640-1758, Head Dispatcher	25.35*		DSPTCH	1000 420160	345	101000
	05/20/25	640-1759, Police	25.35		POLICE	1000 420100	345	101000
	05/20/25	640-7547,WS Super	25.37		SEWER	5310 430600	345	101000
	05/20/25	640-9074, PSS, SP	25.35		STREET	1000 430200	345	101000
	05/20/25	640-2195 683 laptop	80.02		POLICE	1000 420100	345	101000
	05/20/25	640-2551 COP laptop	80.02		POLICE	1000 420100	345	101000
	05/20/25	641-0184 686 laptop	80.02		POLICE	1000 420100	345	101000
	05/20/25	641.0207 681 laptop	80.02		POLICE	1000 420100	345	101000
	05/20/25	640-2354 Social Services	25.35		SOCSE	1000 450135	345	101000
	05/20/25	640-2629 City Judge	25.35		COURT	1000 410360	345	101000
	05/20/25	640-7108 Police Officer	25.35		POLICE	1000 420100	345	101000
	05/20/25	640-7873 Equip Operator	25.35		STREET	1000 430200	345	101000
52439		171 Montana Food Bank Network	654.00					
	AIV-1969 05/15/25	FY26 MFBN PA Dues	75.00*		HELP	7010 450135	335	101000
	AOR-363281 05/15/25	Food Bank Supplies	579.00		HELP	7010 450135	220	101000
52440		2099 Quick Print of West Yellowstone	110.00					
	20733 05/28/25	Envelopes for Court	110.00		COURT	1000 410360	321	101000
52441		3432 JED Enterprises	535.00					
	05012025 05/01/25	RelinkWIFItoCameras/SDcards	535.00		POLICE	1000 420100	212	101000
52442		999999 STACY SCHMIER	350.00					
	05/19/25	RefundPovahDepositBdayparty	350.00		POVAH	2210 214001		101000
52443		3393 Katie Thompson	82.00					
	05/22/25	MTRTAssocAnnualMeetThompson	82.00		FINADM	1000 410510	370	101000
52444		3324 Dan Walker	82.00					
	05/22/25	MTRTAssocAnnualMeetWalker	82.00		ADMIN	1000 410210	370	101000
52445		547 WY Chamber of Commerce	2,216.01					
	Towy052025 05/14/25	ReimburseCleaningApril 202	2,216.01		LEGIS	1000 410100	870	101000
52446		1454 Bozeman Daily Chronicle/Big Sky	360.00					
	639282 05/22/25	PublicHearingOrd279Zoningmap	60.00*		ADMIN	1000 410210	327	101000
	642026 05/30/25	InvitetobidWell#3	150.00*		ADMIN	1000 410210	327	101000
	642046 05/30/25	InvitetobidPolicestation	150.00*		ADMIN	1000 410210	327	101000

05/30/25
16:15:18

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 6/25

Page: 5 of 7
Report ID: AP100

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
52447		62 MLEA	324.00					
	25092 05/21/25	PSC#102Cothren	324.00		DSPTCH	1000 420160	380	101000
52448		2751 Gallatin County Justice Court	1,670.00					
	05/27/25	PassThroughBarquest	1,670.00		COURT	7469 213000		101000
52449		2751 Gallatin County Justice Court	970.00					
	05/27/25	BondPassThrough Mata	970.00		COURT	7469 213000		101000
52450		497 MT Dept Environmental Quality	70.00					
	5G2501124 04/19/25	DrinkingWaterRenewalFeeBrow	30.00		WATER	5210 430500	335	101000
	5G2501124 04/19/25	WastewaterRenewalFeeBrown	40.00		SEWER	5310 430600	335	101000
52451		379 Energy Laboratories, Inc	149.00					
	709290 05/23/25	Water Testing Fees	149.00		WATER	5210 430500	348	101000
52452		3315 IAS EnviroChem	1,582.00					
	2502731 05/27/25	Sewer Testing Fees	1,582.00		SEWER	5310 430600	348	101000
52453		3466 Grime Fighters of Flathead	720.00					
	15687 04/29/25	Hood&ExhaustCleaningPovah	720.00		POVAH	1000 411255	350	101000
52454		3414 Mountain Mobile	1,220.00					
	22915 05/15/25	WindshieldReplacedSienna	825.00*		STREET	1000 430200	361	101000
	22913 05/15/25	WindshieldReplacedRam2500	395.00*		STREET	1000 430200	361	101000
52455		2481 Platt	140.77					
	6G37371 05/07/25	StreetLighting	140.77		STRLTE	1000 430263	220	101000
52456		3463 Oscar Salinas	166.00					
	05/27/25	Work Boots	166.00*		STREET	1000 430200	226	101000
52457		3462 Midnight Auto	2,299.81					
	82 05/20/25	2013ChevRepairs	588.04*		STREET	1000 430200	361	101000
	79 05/20/25	2008MeyerSalter	1,555.10		STREET	1000 430200	369	101000
	80 05/20/25	2015F-250	63.65*		STREET	1000 430200	361	101000
	81 05/20/25	2019Ram5500	93.02*		STREET	1000 430200	361	101000
52458		3519 American Pump & Drilling	8,845.64					
	109210 05/21/25	RebuildIrisstatHydroPump	8,845.64*		SEWER	5310 430600	369	101000

05/30/25
16:15:18

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 6/25

Page: 6 of 7
Report ID: AP100

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
52459		2455 Tri State Excavating, LLC	5,213.89					
	17674Smarc	04/30/25 SnowRemovalMarch2025	5,213.89*		STREET	1000 430200	357	101000
52460		3263 Century Link	10,665.68					
	950004512	05/12/25 Service Agreement	10,665.68*		911	2850 420750	345	101000
52461		3245 4 Corners Recycling LLC	1,232.60					
	5605	05/28/25 Recycling Pull Fees	1,232.60		PARKS	1000 460430	534	101000
52462		3440 APG West Payment Processing	578.48					
	642125	05/30/25 Invitetobid Policestation	293.42*		ADMIN	1000 410210	327	101000
	641958	05/30/25 Invitetobid Wellhouse#3	285.06*		ADMIN	1000 410210	327	101000
52463		547 WY Chamber of Commerce	20,204.00					
	05/30/25	MAP Snowshoot 2025 event	20,204.00*		MAP	2101 410130	398	101000
# of Claims 37			Total: 2026,789.35					
Total Electronic Claims			21,069.67	Total Non-Electronic Claims	2005719.68			

05/30/25
16:15:18

TOWN OF WEST YELLOWSTONE
Fund Summary for Claims
For the Accounting Period: 6/25

Page: 7 of 7
Report ID: AP110

Fund/Account	Amount
1000 General Fund	
101000 CASH	49,623.20
2101 Marketing & Promotions (MAP)	
101000 CASH	20,204.00
2210 Parks & Recreation	
101000 CASH	350.00
2220 Library	
101000 CASH	25.37
2240 Cemetery	
101000 CASH	26.68
2850 911 Emergency	
101000 CASH	11,715.02
4030 80-acre Development	
101000 CASH	2,771.05
5210 Water Operating Fund	
101000 CASH	2,563.25
5310 Sewer Operating Fund	
101000 CASH	14,110.27
5320 Sewer Replacement Depreciation Fund	
101000 CASH	1,922,106.51
7010 Social Services/Help Fund	
101000 CASH	654.00
7469 City Court - Judge Jent	
101000 CASH	2,640.00
Total:	2,026,789.35

Town of West Yellowstone
Town Council Meeting
May 19, 2025

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

OTHERS PRESENT: Town Manager Dan Walker, Town Clerk Liz Roos, Finance Director Katie Thompson, Chief of Police Chris Wigner, Town Attorney Jane Mersen is present virtually by Zoom

Present by Zoom: Jan Neish-Island Park News,

The meeting is called to order by 2025 Mayor Jeff McBirnie 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.

WORK SESSION

Mayor McBirnie calls the work session to order. The purpose of the work session is to discuss the FY 2026 municipal budget, specifically the BARS chart of account and debt management. Finance Director Katie Thompson distributes two charts describing the current outstanding debt for the Town. The loan for construction of the Town Hall has been satisfied. They have a loan with a balance of \$470,837 with 6 years left for the 80-acre purchase at 2.19% and a loan balance of \$218,362 with 3 years left for the Siegel Learning Center at 3.75%. There will be five loans to pay for the wastewater treatment plant (WWTP). Two of the loans have been drawn down but it is based on construction progress and the billing frequency by the contractor. They expect to open the third loan later this summer. The interest rate for the WWTP project loans is 2.75%. Thompson asks the Council if they are interested in paying off the Siegel Learning Center early. She says that would free up the Town to bond or incur debt in the upcoming years for development of the 80 acres. McBirnie asks if the Town can afford to pay off the Siegel Learning Center without cutting services. Thompson says that she thinks that is doable in this fiscal year. Thompson recommends budgeting to pay off the loan in this fiscal year, but waiting until the end of the year to pay it off, when they are certain that the money is available. The Council recognizes the savings the Town would realize by paying the Siegel Learning Center off early, which they estimate to be as much as \$17,000. Thompson comments that the Town has been very responsible financially in the past and they should be proud of that.

Budgetary Accounting and Reporting System (BARS)

Thompson describes the BARS Chart of Account, the accounting system the Town uses to keep track of money. She explains how different types of money are classified into four-digit funds including governmental funds, proprietary funds, and fiduciary funds. Funds are broken out into six-digit accounts series to divide assets, liabilities, revenues and expenditures. The accounts are specific to the type of use. Each account is segregated by a 3-digit account to classify types of use such as personnel services, supplies, buildings, etc. Thompson answers questions about how the system is structured.

The work session is adjourned at 6:30 PM

Public Comment Period

No public comments are received.

Council Comments

Watt thanks the Public Services department for their efforts to clean up the cemetery over the past two weeks.

ACTION TAKEN

- 1) Motion carried to approve the claims, which total \$273,256.18. (Mathews, Benike)
- 2) Motion carried to approve the business license for West Yellowstone Tours, a guided tour service at 22 N Hayden, Suite #605. (Watt, Benike)
- 3) Motion carried to approve the business license for Always Sunny LLC, a tanning salon business at 239 Firehole Avenue. (Benike, Mathews)
- 4) Motion carried to approve the minutes of the May 5, 2025 Town Council Meeting. (Benike, Mathews) Griffith is opposed, motion passes.
- 5) Motion carried to waive the cremains burial fee for John McLaughlin, service is planned for June 14, 2025. (Benike, Mathews)
- 6) Motion carried to approve the Outside Amplification Permit for the Grand Opening Event for the Yellowstone Shortline Trail Grand Opening on June 11, 2025 (Benike, Mathews)
- 7) Motion carried to approve a new 40-year lease with the West Yellowstone Foundation for the expansion of the existing building at 420 Yellowstone Building. (Benike, Mathews)
- 8) Motion carried to appoint Danielle Boucher to serve a 4-year term on the Business Improvement Advisory Board. (Benike, Watt)
- 9) Motion carried to appoint members to four-year terms on the Tourism Business Improvement District Board of Trustees: Jeff Schoenhard to represent properties with 50-100 rooms, Jerry Johnson to represent properties with 10-49 rooms, and Alma Clark as an at-large representative. (Benike, Watt) Griffith is opposed, motion passes.
- 10) Motion carried to appoint Casey McCray to the Planning Board for a two-year term. (Benike, Watt)

DISCUSSION

- 5) Mayor McBirnie explains that the Cemetery Board of Trustees discussed and recommended waiving the burial fees for John McLaughlin. McLaughlin was a long-time resident that dug many graves at Fir Ridge for free.
- 7) Walker explains that in January of 2023, the Council approved the renegotiation of a 20 year lease with a 20 year renewal for the West Yellowstone Foundation for the expansion of the existing building. Griffith comments that the Council should avoid conflict of interest when delegating the authority to negotiate a lease to the Town Manager and also if they should lease the Town's land at fair market value. Walker states that there was no financial gain for himself by negotiating the lease.
- 9) Watt thanks all the applicants for being willing to serve. He encourages the applicant that is not being appointed continue to apply to be appointed when the next seat becomes available. Griffith says she will vote against this motion and thinks it is valuable to have new people apply to serve on advisory boards.

- A) **Town Manager & Staff Reports:** Town Manager Dan Walker reports on the monthly engineering meeting and projects they discussed including the remodel of the office for the Police Chief, water capacity report, planning and development of the 80 acres. Walker reports that they have extended a conditional offer for the Deputy Clerk./Permitting Tech position, two Police Officers, three Seasonal Laborers and interviews for four Recreation Counselors are scheduled this week. Walker says there has definitely been an uptick in electric scooters and bikes this year and they will be working on public education.
- B) **Advisory Board Reports:** Jeff Mathews reports on the Business Improvement Advisory Board Meeting. They are working on the wayfinding and traffic calming devices, possible rockwork at the entrance signs, and an RV dump station. Brian Benike reports that the Parks & Recreation Advisory Board is working on a Parks master plan. Interviews are tomorrow for Summer Recreation Counselors. Mayor McBirnie reports that the Cemetery Board of Trustees met last week. They are still working on a land swap/purchase with the Stinnett family, adding plots to the existing cemetery, and thanks Public Works for cleaning up the cemetery prior to Memorial Day.

The meeting is adjourned at 7:40 PM.

Mayor

ATTEST:

Town Clerk

TOWN OF WEST YELLOWSTONE

05/22/2025 – 05/28/2025 Weekly Report

Personnel:

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

Operations:

Operations Tempo				
	Current Stats	Previous Week	Monthly	2025 Total
Calls Total	175	101	545	2643
Reports Total	7	2	18	60
Citations	9	4	19	78
Warnings	57	16	147	582
Arrest	4	0	7	26
DUI	3	0	4	17
Fire/EMS Calls	18	12	53	179
Patrol Checks	10	36	86	611
Public Assist	9	9	35	159
Agency Assist	10	5	20	76
Crashes	4	3	13	91
Search and Rescue	0	0	0	10



TOWN OF WEST YELLOWSTONE

PERSONAL:

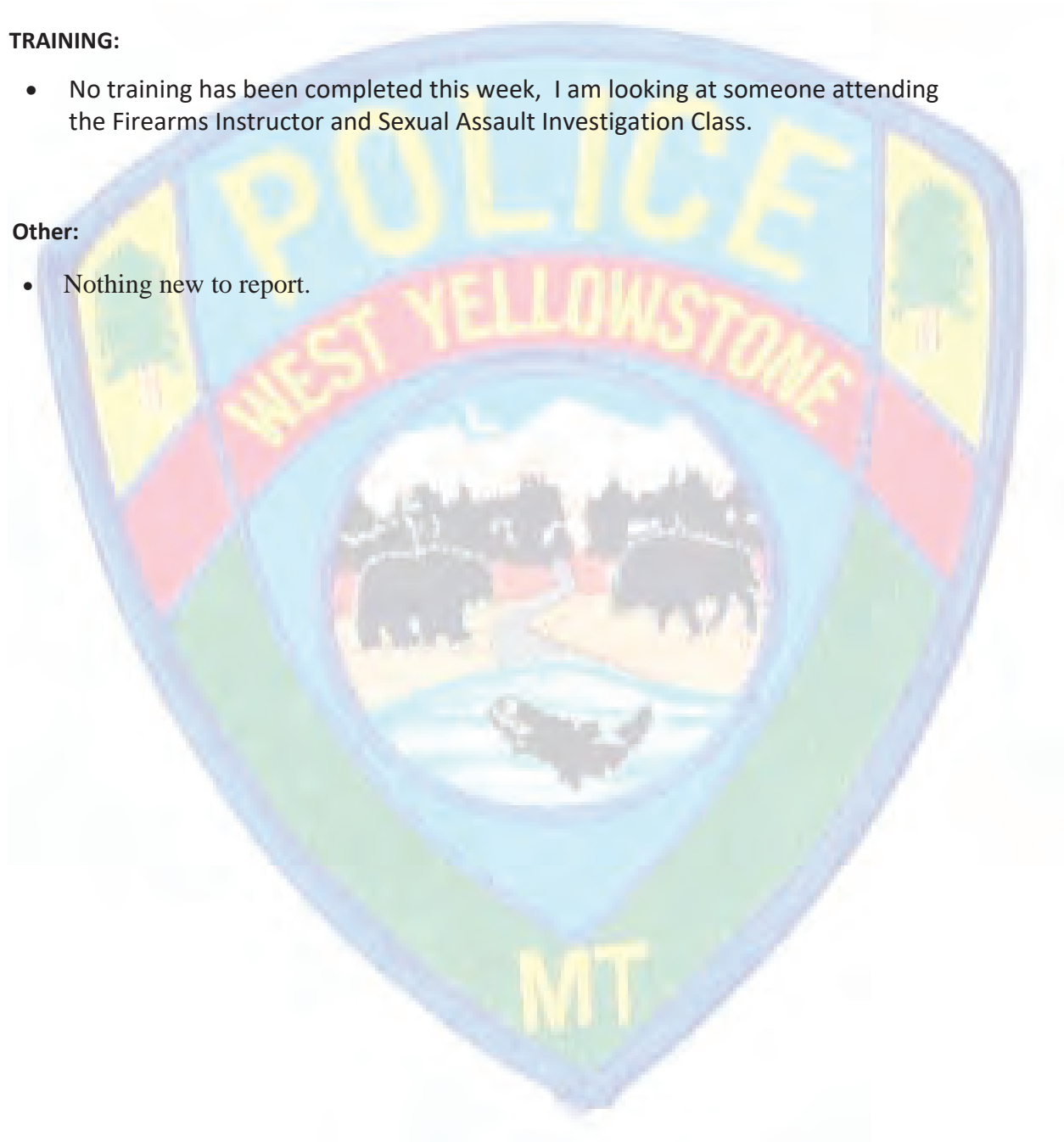
- We are still working on the backgrounds for the two police officer candidates.
- We are still accepting applications for a dispatcher.

TRAINING:

- No training has been completed this week, I am looking at someone attending the Firearms Instructor and Sexual Assault Investigation Class.

Other:

- Nothing new to report.





MAY 30, 2025

TO: Town Manager Dan Walker, Town Council

FROM: Liz Roos, Town Clerk

SUBJECT: Town Clerk Report

- Recruitment: We have hired Brittany White for the position of Deputy Clerk/Permitting Tech. Brittany is starting on June 10, 2025.
- If you haven't completed the short survey for the Study Commission, please do so!
https://docs.google.com/forms/d/e/1FAIpQLSeBNzeAvptcjIsIfUEOA2CGWBcTlpt_qWoD-w286tJjRftOmQ/viewform
- I attended a municipal summit at the new Library and Community Center in Belgrade. I picked up a lot of information about changes made by the legislature this year that will affect West Yellowstone including audio recording Council meetings, residential parking requirements, property tax, and camping on public property. Some bills are still waiting for signature from the governor, most changes will go into effect October 1, 2025.
- Attended the Memorial Day Service at Fir Ridge Cemetery. I was impressed with how many WWII veterans are buried in our cemetery. The service was well attended this year and led by our City Judge, Larry Jent. We currently have 36 full plots available and 10 cremains plots available. The Cemetery Board of Trustees met in May and recommended accepting the budget proposal from TD&H to add 12 full plots to the open area in the center section and 8 cremains only plots on the east end of the center section.
- Prepared and distributed payroll for May 30, 2025 and Town Council Agenda & Packet for June 3, 2025.
- Best question of the week: How do you tax air?





Week of 05.26.2025

Attended the WWTP call this week, I have also been working on a lot of administration pieces for the WWTP. Our next WWTP loan payment will be July 1, 2025. I made the decision not to do any additional loan disbursements from Loan B until after the July 1 payment has been made. I have notified DEQ/SRF team that we will not be making any more disbursements from our Loan B so they can cut our invoice sooner, so we have it for our claims list in June. Pay App No 9 has been received and is on the claims list for the June 3, 2025, meeting. We are beginning to purchase the Aeromod equipment at this point which means we can start utilizing our ARPA grant money, which requires even more administration work and tracking.

Prepared the Pioneer Park bathroom contract, this has been reviewed by Jane, her revisions are reflected in what is going to Town Council for the meeting on June 3, 2025. I have notified Triple S Cleaning of this possible award.

Created the BARS Chart of Accounts one-sheeter that is behind this report. I will also be including this in the budget books moving forward.

CIP Meeting with Jon Brown, Dan Walker, and KC Tanner. We went back through their list for the upcoming year. I am continuing to work through the information for the work session for 06.02.2025.

Pulled together audit documents for Amatics CPA.

Continued to work on budget preparation.

Peggy worked on utility billing for May 2025. Also, we are still getting a lot of people coming in about business licenses!

BARS Chart of Accounts Guide

Fund Classification (4-digit code)

Governmental Funds	Proprietary Funds
General Fund: 1XXX	Enterprise Fund: 5XXX
Special Revenue Fund: 2XXX	Internal Service Fund: 6XXX
Debt Service Fund: 3XXX	Fiduciary Funds
Capital Projects Fund: 4XXX	Trust Fund: 7XXX
Permanent Fund: 8XXX	Custodial Fund: 71XX

Account Classification (6-digit code)

Series 1XXXXX – Assets and other debits
Series 2XXXXX – Liabilities and other credits
Series 3XXXXX – Revenues
Series 4XXXXX – Expenditures
Series 5XXXXX - Expenditures

Account Classification: Expenditures

41XXXX – General Government
42XXXX – Public Safety
43XXXX – Public Works
44XXXX – Public Health
45XXXX – Social and Economic Services
46XXXX – Culture and Recreation
47XXXX – Housing and Community Development
48XXXX – Conservation of Natural Resources
49XXXX – Debt Services
50XXXX – Internal Services
51XXXX – Miscellaneous
52XXXX – Other Financing Uses

Code Classification (3-digit code)

1XX: Personal Services
2XX: Supplies
3XX: Purchased Services
4XX: Building Materials
5XX: Fixed Charges
6XX: Debt Service
7XX: Grants, Contributions, Indemnities & Other
8XX: Other Objects
9XX: Capital Outlay



Highlights

Week of May 22nd, through May 29th, 2025
Job and Social Services

Overview

of Clients Served: 23

Last Week Clients Served: 37

Highlights

Donations

Marketplace donated a large quantity of bread that the community will be able to enjoy.

A community member donated a large quantity of tea and instant oatmeal.

Another member donated a nice wheelchair that will be able to lend out in the future.

There has been quite of few inquiries regarding our donation policy and when we plan on taking donations again. We are happy that the community has responded to well to our updated donation policy.

Volunteer Update

This week we didn't have any volunteers, but we closed early on Tuesday so Dianna and Tia could go downstairs and grab items that aren't needed or wanted anymore. Collectively, we were able to fill 9 industrial size trash bags of clothing and household items. On Friday, we are driving to Idaho Falls and dropping them off to a local thrift store.

Until we have a steady flow of volunteers, Dianna and Tia are going to make a effort to work in the clothing bank for two hours each week after the donation period has closed. This will allow us to make sure that all donations are being carefully assessed before being put out on the racks. As well as knowing what is downstairs and removing items that are no longer needed.

Dianna and Tia are working on ways to increase our volunteer efforts.

On June 13th, we will have a large group of volunteers come in to assist with the clothing bank. Tia is compiling a list of things for them to work on as well as permission slips for the parents to fill out. Tia is coordinating with Michelle Seeley to get information needed. Details regarding this service project will be shared at a later date as items become more finalized.

New Opportunity for Client

As public servants, occasionally we have to go above and beyond the office to help make a difference in someone's life.

On 05/21/2025 Dianna drove a young man down to Pocatello to go to a treatment center that would better address his needs. They only had one bed left and did not hold spots. He did not want to leave his scooter (his mode of transportation) and the clothing he arrived with here in town. He was here in West and was not able to keep a job, had no housing, and wanted a chance to better his situation. He was willing to leave Montana to receive care and resources that aren't available in our community. At this center, he would receive two meals a day, access to resources like job interviews, career building, anger management counseling, and have a warm place to sleep.

He called Dianna the following day to share that he already had a job interview lined up at a nice restaurant later in the week.

Our office was truly happy to help this young man get a fresh start. We will continue to find ways to help those in need even if it means getting out of the office.

Public Assistance

We had 14 check-ins for lobby food this week and are grateful to be able to provide a variety of goods for clients.

There is an uptick in people visiting the clothing bank which helps remove inventory to make room for more donations! We are making sure that clients provide their SSN before heading downstairs.

Checking in clients into the clothing bank has been effective in making sure proper documentation is received. We have noticed in the past client's have been signing onto random pages and then going downstairs.

We assisted with providing two clients with access to a shower in the office. We also have been assisting three separate clients with needs regarding OPA matters (SNAP and Medicaid,) we are hoping to get them through the process by the end of this month/middle of June. Dianna has is still working with a client regarding detoxing/addiction recovery programs both in Idaho and Bozeman.

We are seeing a consistent trend of clients setting up and making their appointments.

Upcoming Events:

No events scheduled until Fall 2025. This will allow the office time to focus on client needs as well as allow time to brainstorm the third annual 'Self Care Fair,' date is still to be determined.

Notes

On May 30th, the office will be closing at 9:30 am so Dianna and Tia can run to Idaho Falls to drop off items at the thrift store as well as picking up needed supplies to secure cleaning products in bathroom properly as well as organizational items for closet storing leftover items from class and events.

Water /Wastewater report

May 27th -29th

RSCI has been busy completing four enterers concrete wall pores. There is one more major weir structure pour scheduled for June 10th this will complete the inside basins. Then they will start working on the digester section of the facility.

Completed the wastewater monitoring wells #8-#10-#11 have taken them to IAS labs for analyses. This will be reported on the second Quarter DMR's.

We have taken major wastewater flows over the holiday weekend we were averaging 700,000 to 745,000 gallons per day.

Lagoon weir adjustments stabilizing the ponds due to the hi flows.

Working on EPA reports

Repairing water services working with Jason howl on mitigating moving forward on that four-inch main line coming of hwy-20.

Bringing sprinkler system up and getting them repaired on the Town owned buildings and Town park.

Working on CIP for water/sewer future projects.

Public works report

Repairing sidewalks throughout town with leftover and rejected concrete from RSCI new wastewater facility.

Lawn Fertilizing parks and Town owned buildings, finishing Town clean up week

Casting pond has been cleaned, sign restrained and filled with water and treated with algae control. Starting to work on fire hydrants. Repairing air-conditioner units

Working on alleys and inter parks replacing gravel and grading. Had a repair on a fiber line that was a ½ inch deep. Had Anthem broadband replace line 18 inches deep as required by law.

Prepping the old air port area for the upcoming concert in June.

Lawn mowing and weed spraying and trimming keeping the Town looking great.

Working on CIP for public works for future projects.

If you Have any Questions fill free to contact me Jon Brown.

TOWN OF WEST YELLOWSTONE

PUBLIC HEARING Ordinance No. 279, Zoning Map

NOTICE IS HEREBY GIVEN that the Town Council of the Town of West Yellowstone will conduct a Public Hearing on **June 3, 2025** regarding Ordinance 279. Ordinance No. 279 amends Chapter 17 of the West Yellowstone Municipal Code, commonly known as the Zoning Code, and establishes a new zoning district map for the annexed area commonly known as the “80 acres” on the west side of the Town of West Yellowstone.



Complete copies of the ordinance are available at the Town Hall, 440 Yellowstone Avenue, West Yellowstone, MT or by email at eroos@townofwestyellowstone.com. The proposed ordinance is also posted on the Town's website:

www.townofwestyellowstone.com.

The public hearing will be held during the regular Town Council Meeting which begins at **7:00 PM** on **June 3, 2025**. The meeting will take place in the Town Hall, 440 Yellowstone Avenue in West Yellowstone, MT, at which time oral testimony will be taken from the public. The meeting will also be broadcast on the internet using the Zoom Meetings App or through zoom.us, meeting ID: 893 834 1297. Written testimony may be submitted until 5:00 PM on the date of the hearing to the Town Clerk at the Town Hall, by mail to P.O. Box 1570, West Yellowstone, MT 59758, or by email to eroos@townofwestyellowstone.com. For further information contact the Town Offices, 646-7795.

-- Elizabeth Roos, Town Clerk



ORDINANCE No. 279

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF WEST YELLOWSTONE AMENDING THE ZONE MAP OF THE TOWN OF WEST YELLOWSTONE TO PROVIDE FOR THE ZONING OF A PARCEL OF LAND LOCATED WITHIN THE TOWN AND COMMONLY KNOWN AS THE 80 ACRES

WHEREAS, pursuant to Section 17.08.190 of the West Yellowstone Town Code (WYTC), the Town Council of the Town of West Yellowstone has determined that the parcel located at the West end of the Town of West Yellowstone, Montana, commonly known as the “80 Acres” should be zoned in order for the Town to use the parcel to its best and highest use; and

WHEREAS, the location of the 80 Acres set out on the attached diagram, labeled **Exhibit A** and incorporated herein by reference; and

WHEREAS, Town staff, including the planner, the engineer and the Town Manager have recommended the parcel contain three different zoning districts; Transitional, R-4 Residential and Parks and Open Space; and

WHEREAS, on May 2, 2025, the Town Planning Commission reviewed the proposed zoning recommendation from the Planner and recommended approval of the same; and

WHEREAS, pursuant to Section 17.80.200, WYTC, on June 3, 2025, the Town Council of the Town of West Yellowstone held a public hearing on the proposed zoning at which it heard public comments, staff comments and received the recommendation from the Planning Commission; and

WHEREAS, the Town Council believes that zoning the 80 Acres as set out in the attached Exhibit A is in the best interests of the Town and will assist the Town in completing the development of the land so that it can be used for its intended purposes.

NOW THEREFORE, BE IT ORDAINED by the Town Council of the Town of West Yellowstone that the following amendment be made to the official Zone Map of the Town of West Yellowstone, set out on **Exhibit A** and more particularly described as follows:

The 80 acres is comprised of 4 parcels.

The parcel between the northern edge of the Firehole Avenue right of way extended to the western edge of the 80 acres to the southern right of way of Yellowstone Avenue extended to the western edge of the 80 acres will be zoned R-4.

The parcels north of the northern right of way line of Firehole Avenue extended to the western boundary of the 80 acres will be zoned Transitional District.

The parcel from the northern edge of Yellowstone Avenue Right of way extended to the western edge of the 80 acre parcel to the southern edge of parcel 06-0062-33-1-01-01-0000 on COS 2962 with E1/2SE1/4NE1/4 will be zoned Parks and Open Space District.

The parcel south of this line in the 80 Acres shall be zoned Transitional District."

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

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

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

PASSED BY the Town Council and approved by the Mayor of the Town of West Yellowstone, Montana, this 17th day of June, 2025.

Mayor Jeff McBirnie

Council Member Jeff Mathews

Council Member Brian Benike

Council Member Travis Watt

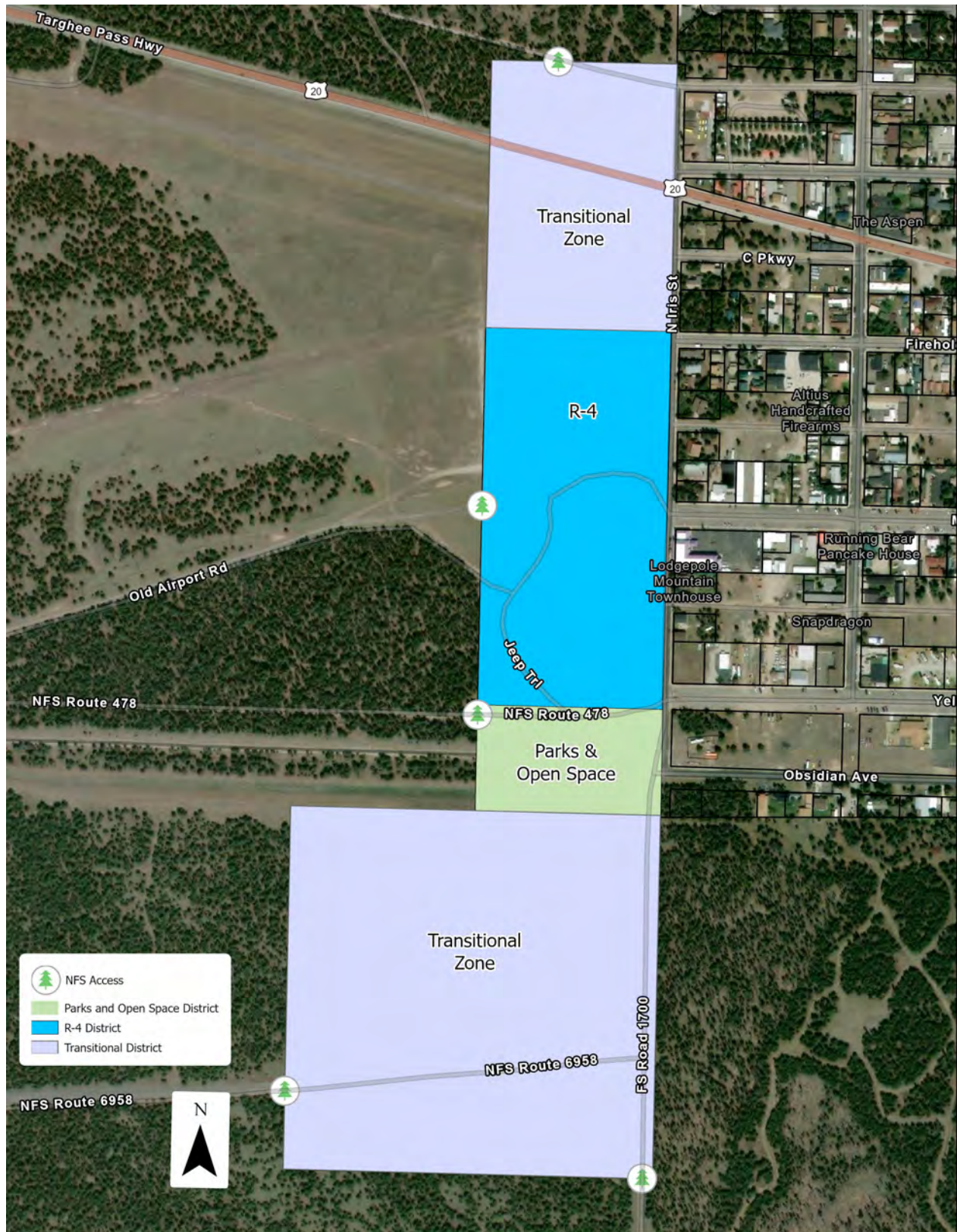
Council Member Lisa Griffith

ATTEST:



Town Clerk Elizabeth Roos

EXHIBIT A



APPLICATION TO MAINTAIN AN ENCROACHMENT

Town of West Yellowstone
Gallatin County, Montana

DATE: 5/30/25
APPLICANT: Sean Madron
ADDRESS: _____
PHONE: 435-830-9441
INTEREST IN PROPERTY: Construction Crew for renovation

OWNER OF RECORD'S SIGNATURE: Justin Mabey by Lina Johnson

1. LEGAL DESCRIPTION:

Subdivision: Old Town
Block: 18 Lot: 8 & 12-14
Zoning District Number: B3

2. Please describe specifically the construction and size of the proposed encroachment. On the reverse of this application, please provide a sketch of the proposed encroachment. Doing work on front of building along Madison Ave. Duration will be through 6/30/2025
Also doing a complete renovation of existing hotel. Will police on a daily basis trash & cardboard in the parking lot. Should have most of furniture done in the next couple of weeks.

SEAN MADRON
TEUCO DEVELOPMENT
435-830-9441

* site needs to be restored to pre-construction condition once the work is completed. Public works to verify & approve the restoration.

on 5/30/25


Signature of Applicant

5-30-2025
DATE

For Office Use Only:
DECISION BY TOWN COUNCIL

Approved Disapproved

Mayor/Operations Manager

DATE

Smadron@encroachment.com

ANIKO
CLAIRE

FAITHFUL
LLC

FA WEST
YELLOWSTONE
LLC

Madison Ave

Containers

Dumpsters

Containers

will
lead this
area until
end of June.

Dan Walker

From: Shane Grube <sgrube@hbrfd.com>
Sent: Friday, May 30, 2025 2:55 PM
To: Dan Walker
Subject: Encroachment Permit for 301 Madison Ave

Dan, I have reviewed the application for encroachment permit for 301 Madison Avenue and have no issues with it as long as the following conditions are met and maintained.

1. Contractor needs to maintain a 20 foot wide fire lane on the northside of the building as indicated on the map to provide access on the north side of the building.
2. Contractor shall place and maintain fire extinguishers next to or in close proximity (within 50 feet) of all cardboard pile containers.
3. Large piles of cardboard debris will not be allowed. Card board boxes from supplies and furniture shall be broken down flat and packed into dense piles. Due to the amount of card board boxes on scene daily removal might be required.

Thanks for reaching out on this matter.

Chief Grube



Town Council Agenda Item Summary Report

Meeting Date:	
Item Title:	
Submitted By (Name/Title):	
Discussion Only	Discussion/Action
Funding Source:	Budgeted
Estimated Date of Completion:	

Item Summary

--

Staff Recommendation

--

Suggested Motion

--

**TOWN OF WEST YELLOWSTONE
AGREEMENT FOR SERVICES**

THIS AGREEMENT, is made by and between: the **TOWN OF WEST YELLOWSTONE**, 440 Yellowstone Avenue, Montana 59758 (the "TOWN"); and, Triple S. Cleaning & Remodeling, LLC of PO Box 1904 West Yellowstone, MT 59758 ("CONTRACTOR").

In consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated herein, the Parties hereto agree as follows:

1. Scope of Work. CONTRACTOR shall perform all labor to complete the following Scope of Work: Pioneer Park Public Bathroom Cleaning, which includes but is not limited to: cleaning all toilets, urinals, sinks, soap dispensers, trash cans, sweeping and mopping all floors; cleaning bathroom walls and partitions as needed; and restocking of all supplies in bathrooms, such as toilet paper and soap every day.

2. Term: The Term of this Agreement is from July 1, 2025 to June 30, 2026.

3. Compensation. TOWN shall pay CONTRACTOR NINE HUNDRED FIFTY AND NO/100 DOLLARS (\$950.00) each month.

4. Contract Representatives. CONTRACTOR shall name Karla Salinas as its contact person who shall receive and examine the documents supplied by the TOWN, act as the liaison between the TOWN and the CONTRACTOR and respond to requests from the TOWN in writing promptly. CONTRACTOR will not release information to any third party without prior written approval from the TOWN'S contact person. TOWN shall name Jon Brown as the Town's representative to act as the liaison between the TOWN and the CONTRACTOR and respond to requests from the CONTRACTOR in writing promptly to prevent unreasonable delay in the performance of the Scope of Work

5. Additional Provisions. The Parties agree to be bound by all of the provisions set out on page 2 of this Agreement.

IN WITNESS WHEREOF the parties have signed this Agreement for Services consisting of 2 total pages plus any referenced attachments.

TOWN

CONTRACTOR (lic. #_____)

Date: _____

Date: _____

PLEASE SEE BACK FOR ADDITIONAL PROVISIONS

ADDITIONAL TERMS AND CONDITIONS OF CONTRACT FOR SERVICES

1. Default and Remedies. The parties agree each term contained herein is material and of the essence. This Agreement may be terminated by either party immediately should the other party fail to perform in accordance with any term or condition of this Agreement after it fails to cure within ten days written notice.

2. Insurance. CONTRACTOR shall carry comprehensive general liability insurance that includes bodily injury, property damage, in the amount no less than \$1,500,000 for each claim and \$1,500,000 for each occurrence and Automobile liability in the amount of \$1,500,000 combined single limit. Certificates of Insurance evidencing the above, naming Town of West Yellowstone as an additional insured, must be supplied within five days of executing this Agreement. Such certificate shall require no less than 15 days notice of cancellation to TOWN. Any insurance carried by CONTRACTOR shall include no exclusions related to toxic substances or hazardous waste. CONTRACTOR shall put TOWN on immediate notice of any changes or cancellation in coverage. As an independent contractor, CONTRACTOR must provide Workers Compensation for all employees in the amount required by Montana law. A Certificate of Insurance showing compliance with Montana Workers Compensation law (or exemption therefrom) must be supplied to TOWN within ten (10) days of executing this Agreement. CONTRACTOR shall require all subcontractors to meet the same insurance coverage, make the same certifications as above and require the certificates to be forwarded to TOWN within ten days of entering into the subcontract.

3. Laws and Regulations. CONTRACTOR shall comply with all applicable state, federal and local laws and regulations (including safety, equal opportunity and labor preference) now in effect. If during the term of this Agreement new laws or regulations become applicable, CONTRACTOR shall also comply with them without notice from TOWN.

4. Liens. CONTRACTOR shall pay all valid bills and charges for material and labor incurred by it and arising out of the Scope of Work and will hold TOWN free and harmless against all liens and claims of liens or services, labor and materials filed against the property upon which the Scope of Work is commenced.

5. Waiver, Indemnification, Damages.

CONTRACTOR waives any and all claims and recourse against TOWN or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of or in any way connected with or incident to the performance of this Agreement except claims arising from the intentional acts or concurrent or sole negligence of TOWN or its officers, agents or employees.

CONTRACTOR will indemnify, hold harmless, and defend the TOWN and its agents, principals, and employees from and against any and all claims, demands, damages, costs, expenses, losses, liability (including liability where activity is inherently or intrinsically dangerous), judgments, defense expenses, and attorney's fees rising out of or resulting from CONTRACTOR'S wrongful acts, errors, omissions, or negligence, or from Contractor's failure to comply with the requirements of this Agreement or with all federal, state and local law applicable to the performance of this Agreement. In the event of an action filed against TOWN resulting from CONTRACTOR'S performance under this Agreement, TOWN may elect to represent itself and incur all costs and expenses of suit.

CONTRACTOR agrees to reimburse the TOWN for

all damages caused to TOWN property or property owned by other parties, by CONTRACTOR in performing its duties under this Agreement. These obligations shall survive termination of this Agreement.

6. Independent Contractor. CONTRACTOR and its consultants and subcontractors shall at all times be considered independent contractors. Notwithstanding its obligation to fulfill the Scope of Work herein, CONTRACTOR and its consultants and subcontractors have been and will continue to be free from control or discretion over their performance under this Agreement and in fact.

TOWN will not be responsible for withholding any state or federal taxes or social security, nor will the Town extend any of the benefits to the CONTRACTOR that it extends to employees. The CONTRACTOR is required to maintain necessary records and withholding.

7. Attorney's Fees. It is necessary for either party to bring an action to enforce the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees to be set by the appropriate court, including fees of the Town Attorney.

8. Venue. An action to enforce this Agreement shall be brought in the District Court of the Eighteenth Judicial District, Gallatin County, Montana.

9. Notice. All notices and certifications made pursuant to this agreement shall be delivered to the addresses above by first class mail, certified mail or personal delivery in care of the person set forth in Section 3 of this Agreement. A party shall give the other notice of any change in address.

10. Interpretation.

a. This Agreement shall be governed and interpreted according to the laws of the State of Montana.

b. Section headings are for convenience only and are not intended to define or limit any provisions of this Agreement.

c. The provisions of this Agreement are independent and severable, and the invalidity, partial invalidity, or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision.

11. Time Is of the Essence. The time of complying with this Agreement is of the essence and a violation is a material breach.

12. Non-Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision.

13. Entire Agreement. This document represents the entire and integrated Agreement between the TOWN and CONTRACTOR and supersedes all prior negotiations, agreements or representations, either written or oral. This Agreement may be amended only by written instrument signed by both TOWN and CONTRACTOR.

14. Non-Assignment. TOWN and CONTRACTOR, respectively, bind themselves, their successors, assigns and legal representatives to the other party with respect to all covenants, terms, or conditions of this Agreement. Neither TOWN nor CONTRACTOR shall assign this Agreement without the written consent of the other.

15. Execution of Agreement. The Clerk/Treasurer of the TOWN will keep the original Agreement. An exact unaltered copy of the original Agreement has the same force and effect as the original.

Resolution No. 819

A RESOLUTION OF THE TOWN OF WEST YELLOWSTONE AUTHORIZING THE EXECUTION OF THE LEGAL SERVICES' AGREEMENT RELATED TO AFFF/PFAS LITIGATION SERVICES

WHEREAS, the Town of **WEST YELLOWSTONE** ("the Town") is committed to delivering clean drinking water to its customers; and

WHEREAS, the Town is also committed to identifying parties responsible for increasing the costs of water treatment and system maintenance and taking reasonable steps to avoid passing on these costs to its consumers; and

WHEREAS, Edwards & Culver, Kovacich, Snipes, Johnson, P.C., Boone Karlberg, P.C., Stag Liuzza L.L.C., and Client First Legal P.L.L.C (the "Firms") have put together a team of uniquely qualified and experienced attorneys who have joined together to assist public entities in Montana facing the challenges posed by potential per- and polyfluoroalkyl substances ("PFAS"); and

WHEREAS, the Firms are comprised of experienced attorneys in both in PFAS litigation and in the representation of public entities and water suppliers in cases involving cost recovery related to remediation of water contamination; and

WHEREAS, the West Yellowstone Town Council has determined it to be in the Town's best interest to enter into the Legal Services Agreement with the Firms and pursue any settlement and other legal damage claims it may have related to PFAS in the AFFF Product Liability Litigation; and

WHEREAS, the Town desires to authorize the execution of the Legal Services' Agreement attached as Exhibit "A"; and

NOW THEREFORE BE IT RESOLVED by the Town that the Town Manager is hereby authorized to execute the Legal Services' Agreement with the Firms based upon the terms and conditions set forth herein and, in a manner, substantially similar to the Agreement attached hereto as Exhibit "A."

Mayor

Council Member

Council Member

Council Member

Council Member

ATTEST:



Town Clerk

EXHIBIT A

**CONTRACT FOR LEGAL SERVICES
AFFF PFAS LITIGATION**

The **TOWN OF WEST YELLOWSTONE** (hereinafter the “Client”) hereby retains, STAG LIUZZA, L.L.C., (through attorney Michael Stag, LLC), EDWARDS & CULVER (through attorney John Edwards), KOVACICH, SNIPES, JOHNSON, P.C., (through attorney Mark Kovacich), BOONE KARLBERG, P.C., (through attorney Scott Stearns), and CLIENT FIRST LEGAL P.L.L.C. (through attorney Tim Young) (hereinafter the “Attorneys”) for the purpose of providing legal services related to the filing of a civil action and/or claims in the pending settlements for recovery of costs associated with damages to the public drinking water system and/or public wastewater system against Defendants who manufactured, marketed, distributed, and/or sold aqueous film-forming foam in the AFFF Product Liability Multi-District Litigation (“AFFF”), (hereinafter the “Client’s Claims”).

CLIENT DESIGNATES FOR COMMUNICATION PURPOSES THE FOLLOWING:

Water Department: _____
Name Telephone E-mail

Business Matters: _____
Name Telephone E-mail

Client acknowledges and understands that court ordered deadlines and documentation requirements exist for the pending DuPont and 3M settlements. Client agrees to provide the required documentation and assist in performing testing in a timely matter sufficient to allow Attorneys time to process and file the settlement claim within the court ordered deadlines. Any failure of Client to comply with the testing and documentation requirements of the settlement may result in forfeiture of the Client’s right to recover money from DuPont, 3M, and future settlements. Documentation requirements and deadlines may further apply to settlements currently pending court approval or approved in the future.

The Client specifically authorizes the Attorneys to undertake negotiations, file suit, file settlement claims, or institute legal proceedings necessary on the Client’s behalf in the AFFF Product Liability Multi-District Litigation. The Client further authorizes the Attorneys to retain and employ the services of any experts, as well as the services of other outside contractors, as the Attorneys deem necessary or expedient in representing the interests of the Client. The Client understands and authorizes Attorneys to share attorney fees with any legal counsel Attorneys choose to associate to assist with providing the legal services contracted herein.

Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to defending any legal proceeding or claim against the Client. With Client’s permission, however, Attorneys may elect to appear at such administrative or legal proceedings to protect Client’s rights. Client acknowledges that the Attorneys are not tax, regulatory, or bankruptcy legal experts. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

EXHIBIT A

The Attorneys are not the attorneys for any officials, officers, agents, employees, attorneys, or consultants of the Client regarding this matter, and shall not become so unless the Attorneys specifically agree in the future in writing to undertake such representation. The Attorneys will confer, as needed, with such persons to perform the services specified in this Agreement, but no attorney-client relationship shall be created with such persons merely because the Attorneys work with and/or request or receive information from any such persons during their representation of the Client.

The Client has disclosed all potential adverse parties to the Attorneys, and neither the Attorneys nor the Client perceive any conflict of interest in the Attorneys undertaking this engagement on behalf of the Client. If either the Client or the Attorneys, during the course of the representation, receive information indicating that a potential conflict of interest may develop or exist, the Client and the Attorneys agree to bring such information to the immediate attention of the other, and the Attorneys shall proceed to take such steps as may be appropriate in the circumstances.

1. ATTORNEYS' FEES. As compensation for legal services, the Client agrees to pay the Attorneys for legal services rendered and to be rendered on account of the Client's Claims, the Client shall pay the Attorneys' fees (hereinafter "Attorneys' Fees"). The Attorneys' Fees shall be one-third (1/3) of the Gross Amount Recovered of the Client's Claims. These Attorneys' Fees shall all be calculated before the deduction of costs and expenses, as set forth in Section 2 herein. "Gross amount recovered" herein means principal, interest, penalties, punitive damages, treble damages, attorney's fees, and all other amounts recovered, including the value of any structured settlement, future payments, or other relief achieved, whether by settlement, judgment or otherwise. "Constituent claims" herein means any one or more claims of the Client constituting less than the entirety of the Client's Claims, including a partial settlement or judgment with less than all defendants. The Client agrees to pay all costs and expenses, as set forth in Section 2 herein, which, in the event of a successful recovery, shall be deducted from the Client's share of that recovery. The Client acknowledges that multiple lawsuits have been filed relating to the same subject matter as Client's Claims. The Client acknowledges that these suits, including any suit for the Client's Claims, might be removed to a federal court as part of multi-district litigation. Further, the Client acknowledges that the court governing the multi-district litigation might appoint committees of attorneys to litigate common issues of law and fact to facilitate the resolution of those lawsuits for common benefit of all claimants, including the Client. As a result, the Client might be obliged to pay from any Gross Amount Recovered a share of its recovery to satisfy an assessment of common benefit fees, costs, and expenses in an amount as determined by the court. Neither the Attorneys nor the Client shall have the right, without the written consent of the other, to settle, compromise, release, discontinue, or otherwise dispose of the Client's Claims. **Client shall only pay attorney fees contingent upon a recovery and shall not pay any attorney fees if there is no recovery.**

The Client agrees and acknowledges that the Attorneys are prosecuting this case as part of a joint venture. Under the joint venture, the Attorneys shall equally divide the Attorneys' Fees for Client's Claims related to the 3M and Dupont Settlements. (20% to Stag Liuzza L.L.C., 20% to Edwards & Culver, 20% to Kovacich, Snipes, Johnson, P.C., 20% to Boone Karlberg P.C., and 20% to Client First Legal P.L.L.C.).

EXHIBIT A

As for all Attorneys' Fees for Client's Claims that do not qualify for the 3M and Dupont Settlements, Attorneys' Fees shall be divided as follows: 25% to Stag Liuzza L.L.C., 25% to Client First Legal P.L.L.C., with the remaining 50% split equally between Edwards & Culver, Kovacich, Snipes, Johnson, P.C., and Boone Karlberg, P.C.

2. COSTS AND EXPENSES. In addition to paying Attorneys' Fees, in the event of a successful recovery, the Client agrees to reimburse all costs and expenses, as set forth herein only in the event of a recovery, which shall be deducted from the Client's share of that recovery. Attorneys shall advance all litigation expenses on behalf of Client, and Client shall not be responsible for incurring or reimbursing costs of the litigation even if the amount of recovery is less than the costs incurred. **Client shall only reimburse litigation costs or expenses in the event of a recovery by settlement or judgment.** If no recovery is made, Attorneys shall bear all unreimbursed costs and expenses incurred, and client shall not be liable for any such costs or expenses incurred by Attorneys. Further, if recovery is insufficient to fully reimburse litigation costs, Attorneys shall bear, and Client shall not be liable for, all costs in excess of the amount of recovery. Subject to the foregoing terms, the Client agrees to reimburse the Attorneys' litigation costs and expenses upon receipt of any settlement funds or collected judgment.

The Attorneys shall have the right and authority, without prior approval of the Client, to incur such litigation costs and expenses as may be necessary or advisable in furtherance of Client's Claims. Litigation costs and expenses may include (but are not limited to) the following: filing fees; deposition costs; expert witness fees; transcript costs; witness fees; subpoena costs; sheriff's and service of process fees; trial consultant fees; mock trial costs; shadow jury fees; mediation fees; court costs; trial exhibit costs; copy costs; photographic, electronic or digital evidence production or presentation; investigation fees; travel expenses; and any other case-specific expenses directly related to the representation undertaken. Additionally, the Client specifically authorizes the Attorneys to charge as recoverable costs such items such as: computer legal research charges (e.g. Westlaw and/or Lexis); long distance telephone expenses; postage charges; Federal Express, UPS, and other delivery service charges; internal photocopying at a rate of \$.30 per page; facsimile costs at a rate of \$.25 per page; and mileage and outside courier charges, all of which must be incurred solely for the purposes of the representation undertaken. Finally, the Client acknowledges that Client will not be charged costs and expenses for any overhead costs of the Attorneys' practice, including office rent; utility costs; charges for local telephone service; office supplies; fixed asset expenses; and ordinary secretarial and staff services.

3. NO GUARANTEE. The Client acknowledges that the Attorneys have made no promise or guarantee regarding the outcome of my legal matter. The Client acknowledges that the Client's Claims may be subject to defenses that could lead to dismissal before, at, or after trial, and no recovery. The Client further acknowledge that the Attorneys shall have the right to cancel this agreement and withdraw from this matter if, in the Attorneys' professional opinion, the matter does not have merit, the Client does not have a reasonably good possibility of recovery, the Client refuses to follow the recommendations of the Attorneys, the Client fails to abide by the terms of this agreement, the Client fails to provide requested information or to produce witnesses to appear for deposition or trial, if the Attorneys' continued representation would result in a violation of the Rules of Professional Conduct, or at any other time as permitted under the Rules of Professional Conduct. No guarantee or representation has been made to the Client as to what type or amount of

EXHIBIT A

recovery, if any, may be expected on the Client's Claims.

4. ELECTRONIC DATA COMMUNICATION AND STORAGE. In the interest of facilitating our services to the Client, the Attorneys may communicate by facsimile transmission, send data over the internet, store electronic data via computer software applications hosted remotely on the internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the Client may be transmitted or stored using these methods. The Attorneys may use third-party service providers to store or transmit this data. In using these data communication and storage methods, the Attorneys employ measures designed to maintain data security. The Attorneys will use reasonable efforts to keep such communications and data access secure in accordance with the Attorneys' obligations under applicable laws and professional standards. The Attorneys also require all of the Attorneys' third-party vendors to do the same. However, the Client acknowledges that some information transmitted to the Attorneys will be public records, and the Client has no expectation that public records will be confidential. Client acknowledges that the Attorneys have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and the Client consents to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

5. PRIVILEGE. The Client acknowledges that this contract is intended to and does hereby assign, transfer, set over, and deliver unto the Attorneys as its fee for representation of the Client in this matter an interest in the claim(s), the proceeds, or any recovery therefrom under the terms and conditions aforesaid, in accordance with the provisions any state law that applies to this contract.

6. MODIFICATION. It contains the entire and complete understanding between the parties and can only be modified by written amendment signed by all parties.

7. TERMINATION OF REPRESENTATION. The Client agrees to cooperate with Attorneys and to comply with all reasonable requests of Attorneys. The Client warrants and represents to the Attorneys that all information the Client has provided to, or will in the future provide to, the Attorneys regarding the Client's Claim is true and correct to the best of the Client's knowledge, information, and belief. The Attorneys have the right to withdraw from this representation after giving reasonable notice. If the Attorneys resign, are discharged, or are disqualified or otherwise cease to serve as the Client's legal counsel prior to a settlement or final judgment, then the withdrawing, discharged, or disqualified Attorneys shall receive as compensation for services reasonable fees based on all of the facts and circumstances of its representation. At the conclusion of this matter, the Attorneys will retain the Client's legal files for a period of five (5) years after the Attorneys close their files. At the expiration of the five-year period, the Attorneys may destroy these files unless the Client notifies the Attorneys in writing that the Client wishes to take possession of the files. The Attorneys reserve the right to charge administrative fees and costs associated with retrieving, copying, and delivering such files.

8. ENTIRE AGREEMENT. The undersigned Client Representative has read this agreement, a copy of which he has received, in its entirety and he agrees to and understands the terms and

EXHIBIT A

conditions set forth herein. The Client acknowledges that there are no other terms or oral agreements existing between the Attorneys and the Client. This agreement may not be amended or modified in any way without the prior written consent of the Attorneys and the Client.

9. AUTHORITY. The Client acknowledges having been advised to and given the full opportunity to obtain independent representation in the making of this agreement and voluntarily entering into this agreement after such opportunity. The Client representative signing below represents that the Client enters into this agreement with proper authorization and approval under state and local law, and that the Client representative is specifically authorized to execute this agreement.

EFFECT OF SIGNING

The Client understands that this is a binding legal document. The Client further understands that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Date

[SIGNER]

Date

**MICHAEL STAG, LLC FOR STAG LIUZZA,
L.L.C.**

Date

**JOHN EDWARDS FOR EDWARDS &
CULVER**

Date

**MARK KOVACICH FOR KOVACICH,
SNIPES, JOHNSON, P.C.**

EXHIBIT A

Date

**SCOTT STEARNS FOR BOONE KARLBERG,
P.C.**

Date

**TIM YOUNG FOR CLIENT FIRST LEGAL
P.L.L.C.**

RESOLUTION NO. 820

A RESOLUTION OF THE WEST YELLOWSTONE TOWN COUNCIL NOTIFYING THE GALLATIN COUNTY ELECTION ADMINISTRATOR OF THE TOWN'S DESIRE TO CONDUCT THE 2025 MUNICIPAL PRIMARY (IF HELD) AND THE 2025 MUNICIPAL GENERAL ELECTION BY MAIL BALLOT IN ACCORDANCE WITH SECTION 13-19-202, MCA.

WHEREAS, voter turnout in West Yellowstone municipal elections has historically been low and mail ballot elections statistically increase voter turnout in elections; and

WHEREAS, the Town of West Yellowstone may hold a primary election on September 9, 2025, as required by 13-1-107(2) MCA; and

WHEREAS, Section 13-14-115(2), MCA, provides: (a) The election administrator of the political subdivision may determine that a primary election need not be held if (i) the number of candidates for an office exceeds three times the number to be elected to that office in no more than one-half of the offices on the ballot; and (ii) the number of candidates in excess of three times the number to be elected is not more than one for any office on the ballot. (b) If the election administrator determines that a primary election need not be held pursuant to subsection (2)(a), the administrator shall give notice to the governing body that a primary election will not be held; and

WHEREAS, Section 13-14-115(3), MCA, states a governing body may require that a primary election be held if it passes a resolution not more than 10 days after the close of filing by candidates for election stating that primary election must be held; and

WHEREAS, the Town of West Yellowstone will hold a general election on November 4, 2025, as required by 13-1-104(3), MCA; and

WHEREAS, Montana law provides a method for conducting mail ballot elections for local elections; and

WHEREAS, pursuant to Section 13-19-104, MCA, such elections can be conducted by a mail ballot election; and the Gallatin County Election Administrator has determined that a mail ballot election conducted in accordance with the provisions of Title 13, Chapter 19, Parts 1-3, MCA is in the best interests of the Town and the electors thereof, and pursuant to Section 13-19-202, MCA, the Town of West Yellowstone may notify the County Election Administrator of its intent to conduct a mail ballot election; and

WHEREAS, the Election Administrator shall prepare a written plan, including a timetable, for the conduct of the elections and shall submit it to the Secretary of State at least 60 days prior to the date set for the election in accordance with 13-19-205 MCA; and

WHEREAS, an official ballot will be mailed to every qualified elector of the Town of West Yellowstone with the goal of increasing voter participation in the municipal elections for 2025; and

WHEREAS, the Election Administrator will have a drop off site at the Town Hall for electors who do not wish to mail their ballot; and

WHEREAS, the Election Administrator will have ADA accessible marking devices for the disabled to mark their ballot in privacy at the County Election Department; and

WHEREAS, for any election conducted by mail, ballots must be mailed no sooner than the 20th day and no later than the 15th day before Election Day and all ballots must be mailed the same day in accordance with 13-19-207, MCA.; and

WHEREAS, the Town of West Yellowstone desires to reduce barriers for qualified electors in the election process to as few barriers as possible.

NOW THEREFORE BE IT RESOLVED that the Town Council of the Town of West Yellowstone hereby notifies the Gallatin County Election Administrator of the Town's desire to conduct the 2025 city's general election by mail ballot in accordance with Sect. 13-19-202, MCA.

BE IT FURTHER RESOLVED THAT, the Town Council of the Town of West Yellowstone hereby notifies the Gallatin County Election Administrator that ballots should be mailed **20** days before the election.

BE IT FURTHER RESOLVED THAT, except as provided in Sect. 13-19-204, MCA, the decision to conduct an election under the provision of Sect. 13-19-202, MCA, is within the sole discretion of the Election Administrator.

BE IT FURTHER RESOLVED THAT the Town Clerk is hereby directed to forward a certified copy of this resolution to the Gallatin County Election Administrator in accordance with the provisions of Sect. 13-19-202, MCA.

BE IT FURTHER RESOLVED THAT within five (5) days of receiving this request, the Election Administrator shall respond to the West Yellowstone Town Clerk in writing, state that this request is either granted or denied for reasons specified. If granted, the Election Administrator shall prepare a plan as provided, in Sect. 13-19-205, MCA.

APPROVED BY THE WEST YELLOWSTONE TOWN COUNCIL
This 3rd day of June, 2025.

Mayor

Council Member

Council Member

Council Member

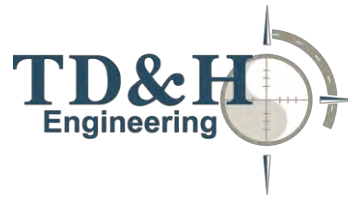
Council Member

ATTEST:



Town Clerk

440 Yellowstone Ave
PO Box 1570
West Yellowstone, MT 59758



234 Esat Babcock St
Suite 3
Bozeman, MT 59715
406.586.0277

May 23, 2025

Town Council
Town of West Yellowstone
PO Box 1570
West Yellowstone, MT 59758

RE: TOWN OF WEST YELLOWSTONE SEWER MORATORIUM

Dear Town Council,

The Town of West Yellowstone (TOWY) imposed a sewer moratorium resolution (774) on May 18, 2022, in response to an email from John McDunn at the Montana Department of Environmental Quality (DEQ) which stated the Town had no more sewer capacity and should not issue any additional capacity letters. The moratorium has been extended yearly since May 18, 2022. The current sewer moratorium resolution (803) will expire on July 16, 2025. It is our understanding, the Town Council may desire to allow the moratorium to expire without an extension given the new 1.5 million gallon per day (max day) wastewater treatment plant (WWTP) is scheduled to be complete in the fall of 2026.

Town staff has been meeting with the DEQ to determine the impact and feasibility of allowing new connections prior to completion of the WWTP should the Council decide to allow the moratorium to expire. A summary of our discussion, findings, and possible options for moving forward are outlined below.

Capacity Letters for Existing Approved Lots vs. Proposed Lots

Existing lots in town that have been previously approved by DEQ, or are exempt from DEQ review due to age, are eligible for service connections once the moratorium expires, per DEQ guidance (see attached email correspondence). These connections are not contingent on the physical availability of treatment capacity but are subject to the Town maintaining compliance with its discharge permit.

In contrast, newly proposed lots or subdivisions, including further division of existing parcels, cannot be connected to the sewer system unless physical treatment and conveyance capacity is available.

Status of Existing West Yellowstone Water and Sewer Systems

Wastewater Treatment Plant

The existing WWTP is currently operating above its design hydraulic capacity, though it has remained generally compliant with its discharge permit, exceeding nitrogen limits only once (Q3 2024). The Town's Superintendent of Public Works provided the following information regarding the WWTP operation with current infrastructure:

- The existing WWTP is anticipated to continued reporting nitrogen limit exceedances during high loading quarters until the upgraded plant is operational.
- Modest increase in flow of 2,000 to 3,000 gallons per day could be accommodated without material impact.
- Septic tank pumping discharge is significantly more impactful to the WWTP discharge permitting than raw wastewater from a biological standpoint. One load of septic tank discharge is the approximately equivalent to 100 residential units.

The new WWTP, projected to be operational by September 2026, is designed to handle approximately double the current average flow.

Sewer Collection System

The Town's 2023 Wastewater Collection System Facility Planning Study (2023 Facility Plan) identified several collection system vulnerabilities, most notably at the Iris Lift Station, which was projected to reach capacity by ~2032 based on modeled growth and the 80-acre buildout. Specifically, the 2023 Facility Plan states, "the Iris Lift Station will no longer be sufficient to manage the flows around year 2032, with the projected growth of the town and buildout of the 80-acres." This would indicate that capacity exists at the Iris Lift Station for typical growth.

Furthermore, the majority of undeveloped, already-approved lots are located in the Madison Addition, which conveys to the Madison Lift Station. Based on the 2023 Facility Plan, no major capacity or condition concerns were identified for the Madison Lift Station, and no near-term upgrades were recommended.

The Town Public Works Superintendent was consulted regarding the existing wastewater collection system and provided the following information.

- Significant concerns regarding the operational capacity of the Iris Lift Station and a lack of system redundancy.
 - At times, significant operational stress on the lift station pumps.
 - Start/stop frequency above operational design.
 - Pump rate approaching maximum design capacity.

It should be noted that several other sewer system improvements were recommended in the 2023 Facility Plan on the collection mains (i.e., cracks, gaps, root intrusions, etc.) which are typical of most Town collection systems and should remain a maintenance priority.

Water System

Based on recent water modeling, the TOWY water system has excess capacity available. A technical report is currently being drafted to quantify the available capacity, preliminary results indicate the Town can accommodate approximately 1.5 times the current system demand.

Estimated Development Potential - Existing Town Lots

Based on a review of 2024 aerial imagery, the following list of undeveloped or underdeveloped lots have been identified within Town boundaries:

- **Approximately 106 single-family lots** (primarily in Madison Addition)
- **Moonrise development** (~200 units, Madison Addition)
- **~2 multifamily lots** (Madison Addition)
- **~6 commercial lots**

Large-scale multifamily projects are not anticipated to be completed during the interim period before WWTP completion.

Pros and Cons of Allowing the Sewer Moratorium to Expire

1. Pros

- The new WWTP is currently being constructed and available capacity is anticipated within 12 to 18 months of the moratorium expiration.
- Existing lots in Town can connect to Town sewer and water provided they meet Town building, zoning, and development standards.
- Development will likely occur gradually. Only a portion of potential flow will be realized prior to completion of the new WWTP.

2. Cons

- The existing sewer plant has exceeded its discharge permit limits in the past. Additional flow will increase the chances of future permit violations until the new WWTP is complete.
- Potential delays in completion of the new WWTP could further stress the existing treatment plant and conveyance lift stations.
- DEQ enforcement actions, including fines, may occur if permit violations persist or worsen.
- Schedule for Iris Lift Station improvements or a new lift station is unknown.

Engineer Conclusions

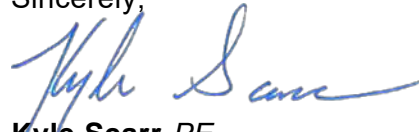
Should the Town Council allow the sewer moratorium to expire, connection of existing approved or exempt lots would be allowed under DEQ regulations. The Town remains ultimately responsible for the maintenance and operation of the public water and sewer infrastructure and will continue to be held accountable for compliance with all applicable DEQ discharge permit requirements.

Based on discussions with Town staff, review of the 2023 Facility Plan, and water system modeling completed by TD&H, we are not aware of any immediate (1-year) capacity concerns that would prohibit connection of **existing lots**. The majority of undeveloped parcels are located in the Madison Addition, which is served by the Madison Lift Station. The 2023 Facility Plan did not identify any capacity or operational deficiencies at the Madison Lift Station, and no near-term improvements are recommended for that facility. Therefore, connections within this portion of the system appear manageable, assuming flows remain consistent with single-family or low-density residential development.

It is critical that the new WWTP be completed as scheduled in fall 2026 to ensure sufficient treatment capacity for anticipated long-term growth. Any setbacks in construction could impact both hydraulic loading and treatment performance, increasing the risk of permit violations.

Approval of new subdivisions, further subdivision of existing lots, or annexation of new areas should not occur until physical capacity is available or unless such approvals are conditioned on completion of improvements necessary to meet system demand. This includes both treatment and collection system considerations.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kyle Scarr".

Kyle Scarr PE

Engineer for the Town of West Yellowstone

TD&H ENGINEERING

I:\2024\BOZ\B24-041 West Yellowstone Engineering\05_DESIGN\CIVIL\Capacity Letters\MORATORIUM EXPIRE LETTER\2025.05.23 COUNCIL MORATORIUM.DOC

RESOLUTION NO. 803

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WEST YELLOWSTONE, MONTANA, TO ISSUE A MORATORIUM ON CONNECTIONS TO OR NEW USES OF THE TOWN'S WASTEWATER TREATMENT SYSTEM

BE IT RESOLVED by the Town Council of the Town of West Yellowstone, Montana, as follows:

WHEREAS: The Town has the power and authority to take emergency measures for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Town of West Yellowstone in accordance with §7-3-4326, MCA; and

WHEREAS: On May 17, 2022, the Town Council passed Resolution No. 774, declaring a moratorium on any new connections to or uses of the Town's wastewater treatment system until such time as the Town received information that the moratorium was no longer needed, or for a period of one year, which ever occurred first; and

WHEREAS: On May 23, 2023, the Town Council passed Resolution No. 788, continuing the moratorium on any new connections, finding that the conditions which existed with the Town's wastewater treatment system which were the basis for Resolution 774 had not been resolved and the Town has received information from its Town Engineer that the Town's wastewater treatment system is in the same condition, or worse, than it was when Resolution No. 774 was passed;

WHEREAS: The one year time period set out in Resolution No. 788 has expired; and

WHEREAS: and The Town has been informed that its wastewater treatment system has no further capacity to accept any new connections to or uses of the system; and

WHEREAS: Allowing new connections to or uses of the Town's wastewater treatment facility could result in fines and other penalties issued to the Town by the Department of Environmental Quality; and

WHEREAS: The Town is in the process of upgrading its wastewater treatment facility with a projected completion date of November 27, 2025 at which time there is estimated to be capacity to treat up to 1.5 million gallons of wastewater per day; and

WHEREAS: The Town believes it is necessary and proper to prohibit new connections or uses until such time as additional capacity is made available; and

WHEREAS: This Resolution came before the Town Council for discussion at a regular Town Council meeting on July 16, 2024, such meeting being duly noticed as required by law, and the Town Council provided an opportunity for the public to comment on this Resolution

prior to a final decision; and

WHEREAS: The Town Council of the Town of West Yellowstone believes that it is necessary and proper for the Town to prohibit any new uses of or connections to the wastewater treatment system, until such time as the Town receives information that the moratorium is no longer necessary or for a period of one year, which ever shall come first; and »

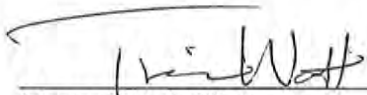
WHEREAS: The Town Council of the Town of West Yellowstone believes it is necessary to issue a moratorium on any new connections or new uses to the Town's wastewater treatment system for a period of one year, unless earlier removed.

NOW THEREFORE, BE IT RESOLVED:

The Town Council of the Town of West Yellowstone, Montana hereby declares a moratorium on any new connections to or uses of the Town's wastewater treatment system effective July 16, 2024 and such moratorium shall remain in place until such time as the Town receives information that the moratorium is no longer needed, or for a period of one year, which ever shall come first.


This moratorium is effective July 16, 2024.

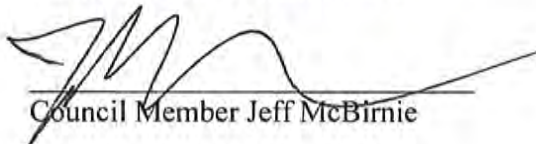
PASSED BY THE TOWN COUNCIL AND APPROVED BY THE MAYOR
THIS July 16 of 2024.

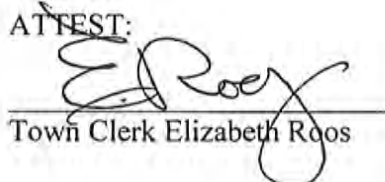

Mayor Travis Watt


Council Member Jeffrey Mathews


Council Member Brian Benike


Council Member Lisa Griffith


Council Member Jeff McBirnie

ATTEST:

Town Clerk Elizabeth Roos



NEW CANDIDATE FILING PERIOD FOR MUNICIPAL ELECTION

The filing period for the Nov. 4
municipal candidates is now
May 27-June 11.

gallatinvotes.com

406-582-3060

gallatin.elections@gallatin.mt.gov



GALLATIN
COUNTY



West Yellowstone Airport Terminal Grand Opening

June 4, 2025

Join us for this long awaited day!

Ribbon cutting at 10 a.m.

followed by tours of the new facility.



MONTANA
Department of Transportation

Lunch provided by
Morrison-Maierle

Yellowstone Shortline Trail Ribbon Cutting

June 11, 2025 at 10:30 a.m.



All donors, supporters, community members, and trail users are invited to celebrate the Yellowstone Shortline Trail on June 11, 2025. A ribbon cutting ceremony will take place at the trailhead at 10:30 a.m. with a reception to follow at the Union Pacific Dining Lodge.

In partnership with the Museum of the Yellowstone, activities will be planned to celebrate not only the trail, but "Train Day" which is the anniversary of the day the first train arrived in West Yellowstone.

LOCAL GOVERNMENT STUDY COMMISSION

SURVEY

5 MINUTES OR LESS!

*Scan this QR code with
the camera app on your
smartphone →*



**IS THE STRUCTURE OF GOVERNMENT IN
WEST YELLOWSTONE MEETING YOUR NEEDS?**

EST.



1966

TOWN OF WEST
YELLOWSTONE

The West Yellowstone Study Commission is composed of three citizens that were elected in the fall of 2024 to study the form of government in West Yellowstone. West Yellowstone has a Charter form of government, similar to a constitution. The role of this commission is to study and make possible recommendations to the electorate pertaining to our form and structure of government. All community members are invited to take this short survey and share their perspective. The West Yellowstone Charter is available on the Town's website: <https://www.townofwestyellowstone.com/town-council/>