

Town of West Yellowstone

Tuesday, August 5, 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.

TOWN COUNCIL MEETING – 7:00 PM

Pledge of Allegiance

Comment Period

- Public Comment
- Council Comments

Treasurer's & Securities Reports

Purchase Orders

Claims

Business License Applications: 529 De Lacy Avenue, residential rental

Minutes: July 22, 2025 Town Council Meeting

Town Manager & Staff Reports

Advisory Board Reports

Police Officer Oath of Office – Officer Tristen Tallerico

UNFINISHED BUSINESS

Axon Camera Contract (tabled 7/22/25)

Discussion/Action

NEW BUSINESS

Museum Roof Ridge Cap

Discussion/Action

Zoning Code Updates Recommendations

Discussion/Action

- Towers in the Transitional (T) Zones
- Travel trailer parks in the Entertainment (E-2) Zone

Resolution No. 823, Bond resolution for Wastewater Treatment Plant

Discussion/Action

Resolution No. 824, Records Retention

Discussion/Action

Authorization for confidential records destruction

Discussion/Action

Wretched Mess Fest, September 5-6, 2025

Discussion/Action

- Outside Amplification Permit
- Resolution No. 825, Open Container

Madison Valley Bank CD 1001860 transfer to STIP

Discussion/Action



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.



FSB - Operating account
* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
52604		2575 WY Tourism Business Improvement	98,053.42					
	07/31/25	Collections in July 2025	98,053.42		TBID	7202 411800	540	101000
52606		2088 Town West Yellowstone	1,392.40					
	08/01/25	utility chrgs, Chamber, 895	240.43		BLDGS	1000 411257	340	101000
	08/01/25	utility chrgs, UPDL, 892	131.48		BLDGS	1000 411252	340	101000
	08/01/25	utility chrgs, PS Shops, 884	58.79		BLDGS	1000 411253	340	101000
	08/01/25	utility chrgs. Povah Ctr, 887	320.87		BLDGS	1000 411255	340	101000
	08/01/25	utility chrgs, Police Dept, 886	74.32		BLDGS	1000 411258	340	101000
	08/01/25	utility chrgs, City Park, 885	218.11		BLDGS	1000 411253	340	101000
	08/01/25	utility chrgs, Library, 891	72.25		LIBBLD	1000 411259	340	101000
	08/01/25	utility chrgs, Twn Hall, 921	276.15		TWNHAL	1000 411250	340	101000
52609		2546 Century Link QCC	11.97					
	744825874	07/24/25 long dist chg 406-646-7600	11.97		DISPAT	1000 420160	345	101000
52610		73 Westmart Building Center	3,268.47					
	07/27/25	Street Equip Repair	31.60		STREET	1000 430200	369	101000
	07/27/25	Street Supplies	718.41		STREET	1000 430200	220	101000
	07/27/25	Street Sm ItemEquip	1,116.61		STREET	1000 430200	212	101000
	07/27/25	Fuel	97.98		STREET	1000 430200	231	101000
	07/27/25	StreetLighting	210.47		STREET	1000 430263	220	101000
	07/27/25	Sewer Supplies	121.53		SEWER	5310 430600	220	101000
	07/27/25	Sewer SmItemEquip	82.14		SEWER	5310 430600	212	101000
	07/27/25	Police Suppllies	22.57		POLICE	1000 420100	220	101000
	07/27/25	Town Hall Supplies	0.36		TWNHLL	1000 411250	220	101000
	07/27/25	Chamber Supplies	9.49		CHMBR	1000 411257	220	101000
	07/27/25	Povah Sm Item Eequip	230.99		POVAH	1000 411255	212	101000
	07/27/25	Povah supplies	40.58		POVAH	1000 411255	220	101000
	07/27/25	Parks Sm Item Equip	122.00		PARKS	1000 460430	212	101000
	07/27/25	Parks Supplies	37.95		PARKS	1000 460430	220	101000
	07/27/25	Cemetery	425.79		CEMTRY	2240 430900	220	101000
52611		3242 Fisher's Technology	20.36					
	1532225	07/25/25 copy fee	20.36		FINADM	1000 410510	356	101000
52621		3476 RSCI	2408,205.74					
	07/31/25	WWTP Contractor Payment	2408,205.74		WWTP	5320 430640	951	101000

08/01/25
16:20:00

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 8/25

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FSB - Operating account
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Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
52624		42 Fall River Electric	8,397.49					
	07/21/25	PARK, old firehouse 2901001	47.45		PARK	1000 411253	341	101000
	07/21/25	povah comm ctr 4212001	347.70		POVAH	1000 411255	341	101000
	07/21/25	unmetered lights 4212004	1,451.25		STLITE	1000 430263	341	101000
	07/21/25	RR Well 4212005	39.00		WATER	5210 430500	341	101000
	07/21/25	IRIS LIFT STATION 4212006	374.56		SEWER	5310 430600	341	101000
	07/21/25	POLICE 4212008	228.26		POLICE	1000 411258	341	101000
	07/21/25	TOWN HALL 4212009	375.70		TWNHLA	1000 411250	341	101000
	07/21/25	ICE RINK 421010	128.43		PARKS	1000 411253	341	101000
	07/21/25	S Canyon XmasTreelite 4212011	0.00		STLITE	1000 430263	341	101000
	07/21/25	Sewer Plant 4212012	1,617.75		SEWER	5310 430600	341	101000
	07/21/25	South Iris Street Well 4212013	1,052.64		WATER	5210 430500	341	101000
	07/21/25	Hayden/DeLaceyPump 4212014	111.20		SEWER	5310 430600	341	101000
	07/21/25	Hayden/Grouse Well 4212015	40.65		WATER	5210 430500	341	101000
	07/21/25	911 Tower 4212016	155.27		911	2850 420750	341	101000
	07/21/25	MADADD H20 Tower 4212017	56.79		WATER	5210 430500	341	101000
	07/21/25	SHOP 4212018	135.65		STREET	1000 430200	341	101000
	07/21/25	UPDL 220 Yell Ave4212019	73.34		UPDL	1000 411252	341	101000
	07/21/25	ANIMAL 4212029	93.63		ANIML	1000 440600	341	101000
	07/21/25	CLORINATOR 4212030	82.54		WATER	5210 430500	341	101000
	07/21/25	Electric Well 4212031	68.34		WATER	5210 430500	341	101000
	07/21/25	PARK 4212032	134.44		PARKS	1000 411253	341	101000
	07/21/25	UPDL 4212041	402.00		UPDL	1000 411252	341	101000
	07/21/25	861PowerLinTREATSERV 4212046	1,186.20		SEWER	5310 430600	341	101000
	07/21/25	LIBRARY 23 dunraven 4212054	194.70		LIBR	1000 411259	341	101000
52625		2813 Century Link	922.27					
	07/19/25	911 ALI/SR 255-9710	309.42		911	2850 420750	345	101000
	07/19/25	BSLAnlog 255-9712/0133,5127	125.25		POLICE	2850 420750	345	101000
	07/19/25	BSLAnlog 646-5170,5173,5179	167.60		POLICE	2850 420750	345	101000
	07/19/25	Alarm Lines 646-5185,7256	105.20		TWNHLL	1000 411250	345	101000
	07/19/25	Police - 646-7600	214.80		POLICE	2850 420750	345	101000
52626	E	2323 Montana Department of Revenue	24,325.31					
	07/31/25	WWTP	24,325.31		WWTP	5320 430640	951	101000
52627		709 TD&H Engineering	15,840.29					
	43769 07/22/25	80 Acre Prelim Professional fe	5,262.00*		80ACRE	4030 430630	354	101000
	43768 07/22/25	Professional fees	3,783.00		PLNNG	1000 411000	354	101000
	43768 07/22/25	Wellhouse3professfees	5,436.29		WATER	5210 430500	354	101000
	43768 07/22/25	PolicestationadditProfessfees	1,359.00		PLNNG	1000 411000	354	101000

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52633		1514 Verizon Wireless	1,037.59					
	23	Smartphones						
	07/20/25	640-0108, Police	42.93		POLICE	1000 420100	345	101000
	07/20/25	640-0141 Street SP	42.93		STREET	1000 430200	345	101000
	07/20/25	640-0159 Street SP	42.93		STREET	1000 430200	345	101000
	07/20/25	640-0606 911 Dispatch	42.93		911	1000 420160	345	101000
	07/20/25	640-1103, Operator SP	42.93		STREET	1000 430200	345	101000
	07/20/25	640-1460, Library Dir, SP	42.96		LIBRAR	2220 460100	345	101000
	07/20/25	640-1461, S & W operator, SP	42.93		SEWER	5310 430600	345	101000
	07/20/25	640-1462, S & W Super, SP	42.93		WATER	5210 430500	345	101000
	07/20/25	640-1463, Deputy PSS, SP Sspnd	92.92		PARKS	1000 460430	345	101000
	07/20/25	640-1472, Ops Mgr, SP	42.93		ADMIN	1000 410210	345	101000
	07/20/25	640-1676, Rec Coor, SP	42.93		REC	1000 460440	345	101000
	07/20/25	640-1754, COP, SP	42.93		POLICE	1000 420100	345	101000
	07/20/25	640-1755, Police	42.93		POLICE	1000 420100	345	101000
	07/20/25	640-1756, Police	42.93		POLICE	1000 420100	345	101000
	07/20/25	640-1757, Police	42.93		POLICE	1000 420100	345	101000
	07/20/25	640-1758, Head Dispatcher	42.99		DSPTCH	1000 420160	345	101000
	07/20/25	640-1759, Police	42.93		POLICE	1000 420100	345	101000
	07/20/25	640-7547, WS Super	42.99		SEWER	5310 430600	345	101000
	07/20/25	640-9074, PSS, SP	42.93		STREET	1000 430200	345	101000
	07/20/25	640-2354 Social Services	42.99		SOCSER	1000 450135	345	101000
	07/20/25	640-2629 City Judge	42.93		COURT	1000 410360	345	101000
	07/20/25	640-7108 Police Officer	42.93		POLICE	1000 420100	345	101000
	07/20/25	640-7873 Equip Operator	42.93		STREET	1000 430200	345	101000
52634	E	2789 WEX Bank	4,673.75					
	07/31/25	10 JD Backhoe 310SJ	68.39		STREET	1000 430200	231	101000
	07/31/25	91 Ford 6-582	269.99		STREET	1000 430200	231	101000
	07/31/25	Larue D55 SnowBlower	0.00		STREET	1000 430200	231	101000
	07/31/25	Grader	0.00		STREET	1000 430200	231	101000
	07/31/25	14 Water Truck	191.10		STREET	1000 430200	231	101000
	07/31/25	2010 JD 772 Grader	0.00		STREET	1000 420100	231	101000
	07/31/25	92 SS Blower-Yellow	0.00		STREET	1000 430200	231	101000
	07/31/25	02 Freightliner Dump 6-54564A	0.00		STREET	1000 430200	231	101000
	07/31/25	08 GMC Pickup 6-1484	357.51		STREET	1000 430200	231	101000
	07/31/25	JD Loader 624P	0.00		STREET	1000 430200	231	101000
	07/31/25	08 CAT 938H Loader	0.00		STREET	1000 430200	231	101000
	07/31/25	08 904B MiniLoader	225.36		STREET	1000 430200	231	101000
	07/31/25	15 Ford F-250	131.45		STREET	1000 430200	231	101000
	07/31/25	18 2018 Dodge Ram-PW	223.87		STREET	1000 430200	231	101000
	07/31/25	18 Dodge Ram-Police	312.31		POLICE	1000 420100	231	101000
	07/31/25	19 Dodge Durango PD	0.00		POLICE	1000 420100	231	101000
	07/31/25	Multi-Use Vehicle - Sienna	39.00		FINADM	5210 430500	231	101000

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	07/31/25	Multi-Use Vehicle - Sienna	34.14		POLICE	1000 430200	231	101000
	07/31/25	Multi-Use Vehicle - Sienna	0.00		HELP	7010 450135	231	101000
	07/31/25	06 Dodge Durango 6-2010	67.94		STREET	1000 430200	231	101000
	07/31/25	Dumptruck	0.00		STREET	1000 430200	231	101000
	07/31/25	15 Sweeper 6-1151	403.79		STREET	1000 430200	231	101000
	07/31/25	'00 FL Dumptrk 6-60700A	0.00		STREET	1000 430200	231	101000
	07/31/25	'14 Ford Intercep	0.00		POLICE	1000 420100	231	101000
	07/31/25	PD Dodge Ram#1	0.00		POLICE	1000 420100	231	101000
	07/31/25	PD Dodge Ram#2	0.00		POLICE	1000 420100	231	101000
	07/31/25	01 Frht truck #1	0.00		STREET	1000 430200	231	101000
	07/31/25	01 Frht truck #2	0.00		STREET	1000 430200	231	101000
	07/31/25	19 Dodge 5500	140.20		STREET	1000 430200	231	101000
	07/31/25	'17 Chevy 3/4 ton white	293.02		WATER	1000 430200	231	101000
	07/31/25	'17 Chevy 3/4 ton white	0.00		SEWER	5310 430600	231	101000
	07/31/25	'13 Chevy 3500	73.02		STREET	1000 430200	231	101000
	07/31/25	77 Int'l Dump 6-1368	0.00		STREET	1000 430200	231	101000
	07/31/25	Pickup 6-1450	0.00		STREET	1000 430200	231	101000
	07/31/25	2022 Ford F-150 Police	233.02		POLICE	1000 420100	231	101000
	07/31/25	Tractor	0.00		STREET	1000 430200	231	101000
	07/31/25	2010 Ford Exped6-000046	85.72		HELP	7010 450135	231	101000
	07/31/25	SS Blower Green	282.31		STREET	1000 430200	231	101000
	07/31/25	24 Police F-150 #1 PD	337.14		POLICE	1000 420100	231	101000
	07/31/25	24 Police F-150 #2 PD	205.05		POLICE	1000 420100	231	101000
	07/31/25	Police F-150 Blue	699.42		POLICE	1000 420100	231	101000
52635		1514 Verizon Wireless	280.07					
		7 laptops						
	07/20/25	223-2779 586 Laptop	40.01		POLICE	1000 420100	345	101000
	07/20/25	333-8121 Head DsptchLaptop	40.01		DSPTCH	1000 420160	345	101000
	07/20/25	640-0121 Laptop	40.01		POLICE	1000 420100	345	101000
	07/20/25	640-2195 683 laptop	40.01		POLICE	1000 420100	345	101000
	07/20/25	640-2551 COP laptop	40.01		POLICE	1000 420100	345	101000
	07/20/25	641-0184 686 laptop	40.01		POLICE	1000 420100	345	101000
	07/20/25	641.0207 681 laptop	40.01		POLICE	1000 420100	345	101000
52636		3242 Fisher's Technology	144.49					
	1526122 07/14/25	Toner Dispatch	144.49		DSPTCH	1000 420160	220	101000
52637		333 Montana State Library	2,161.40					
	MSCFY2026 07/01/25	FY2026LibraryMembership	2,161.40		LIBRY	2220 460100	398	101000

08/01/25
16:20:00

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52638		3305 Dunne Communications, Inc.	580.00					
	27687	04/07/25 Radio Repairs	580.00		POLICE	1000 420100	362	101000
52639		3324 Dan Walker	146.00					
	07/30/25	TraveltoBozemanMediation	146.00		ADMIN	1000 410210	370	101000
52640		3315 IAS EnviroChem	1,582.00					
	2504593	07/29/25 WasteWater Tests	1,582.00		SEWER	5310 430600	348	101000
52641		471 Northwest Pipe Fittings, Inc.	2,466.36					
	5280793	07/21/25 (2) 2" water meters	2,466.36		WATER	5210 430500	220	101000
52642		2937 CINTAS First Aid & Safety	463.95					
	5283358601	07/29/25 First Aide Supplies	463.95		STREET	1000 430200	220	101000
52643		1912 APT US&C	159.00					
	30855	08/01/25 MembershipRenewal8/25-9/26	159.00		FINADM	1000 410510	335	101000
52644		2099 Quick Print of West Yellowstone	260.63					
	20638	05/12/25 Rec Supplies	9.99		REC	1000 460440	220	101000
	20611	05/08/25 Help Fund Supplies	68.00		HELP	7010 450135	790	101000
	20921	06/26/25 BuildingSupplies	15.00		BLDNG	1000 420531	220	101000
	20957	07/02/25 BuildingSupplies	10.47		BLDNG	1000 420531	220	101000
	20948	07/01/25 Traffic Signs	58.00		STREET	1000 430200	243	101000
	21123	07/31/25 Traffic Signs	59.20		STREET	1000 430200	243	101000
	20997	07/09/25 BuildingSupplies	20.50		BLDNG	1000 420531	220	101000
	20711	05/23/25	19.47		BLDNG	1000 420531	220	101000
52645		764 General Distributing Co.	92.75					
	1533237	07/31/25 Welding Supplies	92.75		STREET	1000 430200	231	101000
52646		2586 Waxie Sanitary Supply	779.33					
	83397417	07/29/25 Cleaning Supplies	779.33		PARKS	1000 460430	220	101000
52647		674 Karst Stage	1,879.50					
	4978	07/29/25 SumRec AdventureDay7/18/25	939.75		SUMREC	1000 460449	319	101000
	4979	07/29/25 SumRec AdventureDay7/25/25	939.75		SUMREC	1000 460449	319	101000
52648		2952 DIS Technologies	765.00					
	16904	07/28/25 IT yearly	765.00		ADMIN	1000 410210	345	101000
# of Claims			26	Total:		2577,909.54		
Total Electronic Claims			28,999.06	Total Non-Electronic Claims		2548910.48		



Town of West Yellowstone
Business License Application

Business Name: 529 De laoy Ave Residential Housing for Employees
Applicant: Senghei Plesco
Contact Person: Senghei Plesco
Mailing Address: P.O. Box 2022
Physical Address of Business: 529 De laoy Ave
Phone Number: 406-214-9007 Fax Number:
Email Address: biadocs@yahoo.com Website:

Signature of Property Owner of Record: [Signature]

Subdivision: Madison Addition
Block: 14 Lot: 18

Zoning District, please mark one:

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

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

Type of Business Please explain in detail the following: number of units, seating capacity, etc.
Contractors should list trailers and equipment and where these items will be stored.
Single home used for Employee housing during the summer

Business License Fee: \$53
Resort Tax Bond: \$
Total Amount Due: \$53

[Signature]
Signature of Applicant
[Signature]
Signature of Applicant
Date 7/9/25

FOR OFFICE USE ONLY
Date Approved: Town Council Administration
Date 7/18/25 Check # 1749 Amount \$ 53.00 License #
SCN BLP STX RDX

Town of West Yellowstone
Town Council Meeting
July 22, 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 5:30 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 meeting to order. The purpose of the work session is to discuss special budget requests for the FY 2026 budget. Finance Director Katie Thompson calls the meeting to order and invites representatives to address the Council on behalf of the organization making each request. Carrie Coan, Executive Director for the West Yellowstone Foundation addresses the Council about the request for \$25,000. This is the same amount that the Foundation has made for at least the last 12 years. The \$25,000 will support the operation of the bus that provides transportation between West Yellowstone and Bozeman for community members to get to medical appointments, the airport, and other necessary appointments. They also operate seasonally from West Yellowstone to Idaho Falls. The services are also partially supported by funding from Montana Department of Transportation and Coan announces that she has been able to secure \$25,000 from Gallatin County this year. Jennifer Jordan addresses the Council on behalf of Black Mountain Productions, which puts on concerts in Pioneer Park multiple times during the summer season. Black Mountain is requesting funding in the amount of \$8000 this year, which is less than last year. Griffith asks if the Chamber contributes to this event. Jordan responds that they do not contribute financially, but Executive Director Katrina Wiese states that it does support the event in-kind with her time and efforts to plan the event. Griffith says that she does not think supporting these events necessarily is a wise use of taxpayer monies, but she does enjoy the events. Janna Turner addresses the Council on behalf of the Chamber of Commerce and annual fireworks show. They have increased the request this year to \$15,000 to fund the fireworks. Turner says that donations from businesses to support the event have continued to decline in recent years. She says that the fireworks do not necessarily bring more people to town, but they definitely keep people in town and give them something to do. Griffith says that they did receive complaints this year about private fireworks and says that they should consider how that detracts from the public show. McBirnie says he thinks there were at least 20,000 people in Town this year and it was a very busy weekend. Katrina Wiese, Executive Director for the Chamber of Commerce, addresses the Council to request \$83,000 to support the operation of the Visitors Information Center (VIC) and cleaning/maintenance of the public bathrooms. She says their request this year is the same as last year, but she requests flexibility as to whether to use the funds for supplies or staffing as needed. She estimates that they serve over 200,000 people annually in the VIC and 1.5 million people in the bathrooms annually. The group briefly discusses recent vandalism in the bathrooms. Lindsey Charlton addresses the Council on behalf of the West Yellowstone Senior Center for the purpose of installing pickleball courts in the Electric Street Park. Charlton explains that they have raised over \$25,000 to support the project. The estimated cost of the project is \$39,000. Their intent is to install two pickleball courts in place of one of the basketball courts that are already there. Watt asks if the project has been approved as part of the Capital Improvement Plan. Charlton explains that the Parks & Recreation Advisory Board approved the project in 2022. The Council discusses the project and whether this is the correct approach to building permanent courts. Griffith says she would like to see this project accomplished, even if it is outside of the capital improvement plan.

The Council discusses the General Fund for FY 2026. Thompson summarizes anticipated revenue, but they are still waiting for final numbers from the Department of Revenue. She points

out maintenance and repairs they are planning for the Povah Community Center. She summarizes other building projects they are preparing for. The Council reviews the rest of the general fund. The work session is adjourned at 6:15 PM.

Public Comment Period

No public comments are received.

Council Comments

Council Member Watt comments that Gail Loomis, a long-time community resident, passed away last week. The Historic Center is having a Heritage Celebration this weekend. Griffith calls attention to two emails they received complaining about private fireworks on the 4th of July. Griffith reads the two emails, one from Robert M. Hamilton and another from Lee Sloan. Jeff McBirnie reads the email response he sent to Griffith, indicating that they would need to have multiple meetings to discuss the issue and collect public comments, but more support from the public or other council members is necessary before proceeding.

ACTION TAKEN

- 1) Motion carried to approve Purchase Order #7097 to 3H Construction for sewer line cleaning for \$24,888.00. (Watt, Benike)
- 2) Motion carried to approve Purchase Order #7100 T-Dubs for weed spray application for \$8500.00. (Watt, Benike)
- 3) Motion carried to approve Purchase Order #7101 to Tri-State Excavating for \$6,503.22 for road base. (Watt, Benike)
- 4) Motion carried to approve the claims, which total \$634,377.59. (Benike, Watt)
- 5) Motion carried to approve the business license application for The Willows at 15 Hayden Street to operate guest cabins. (Benike, Watt) Griffith is opposed, motion passes.
- 6) Motion carried to approve the business license application for Summit Soda at 216 Dunraven as a mobile food vendor. (Benike, Watt) Griffith is opposed, motion carries.
- 7) Motion carried to approve the business license application for QJA Properties Red House, a residential rental at 309 Nez Perce. (Benike, Watt) Griffith is opposed, motion carries.
- 8) Motion carried to approve the minutes of the July 1, 2025 Town Council meeting. (Benike, Watt) Griffith is opposed, motion passes.
- 9) Motion carried to approve the services agreement with Sunflower Peak Planning to provide professional planning services from July 23, 2025 to August 31, 2026. (Benike, Watt) Griffith is opposed, motion passes.
- 10) Motion carried to approve Resolution No. 821, a resolution to ratify the Town's pledge of \$1,000,000 of the 1% resort tax collections to pay bond obligations. (Benike, Watt)
- 11) Motion carried to table the Axon Camera Contract for law enforcement body cameras. (Watt, Benike)
- 12) Motion carried to reduce the resort tax bond requirement for the Black Mountain Productions/Music in the Park event to \$500 for the remaining 2025 events. (Benike, Mathews)

DISCUSSION

- 5) Griffith comments that according to the business license ordinance, business licenses should include a parking or site plan. The staff explains that parking has been reviewed previously by the DRG, Planning Board, and Council when the zoning application was submitted.
 - 6) Griffith repeats her concerns about parking plans and following the business license ordinance. The staff explains that this license application is for a mobile food vendor, which does not require parking as they have seating for less than ten people.
 - 7) Mathews contends that he does not think they should require business licenses for residential rentals, particularly those that are for employee housing. Griffith adds that it is unclear to her whether this is for long- or short-term rentals and whether it is taxable. The staff responds that a residential rental means it is rented for 30 days or longer and therefore not subject to the resort tax.
 - 9) Town Manager Dan Walker explains that Scott Hazelton, the professional planning consultant they have worked with through Hyalite Engineering, has established his own business as an independent contractor. Griffith asks multiple questions about the agreement, whether it should be put out to bid, and whether TD&H Engineering can provide the service.
 - 10) Thompson explains that as required by the bond loans taken out by the Town, they are required to pledge \$1,000,000 annually from the 1% resort tax for repayment of the bonds for the wastewater treatment facility.
 - 11) Chief Wigner explains that this contract is to purchase seven new body cameras and associated server/storage with Axon Enterprise, Inc. Wigner explains the benefits of the proposed system and the proposed five-year agreement. Town Attorney Jane Mersen comments on changes she has proposed to the contract. Griffith makes a motion to direct the Town Manager to work with the Town Attorney to finalize a contract with Axon Enterprises, Inc. for body cameras. The motion fails for lack of a second. Benike makes a motion to deny the contract, seconded by Mathews. Watt comments that there appears to be a lot of information missing on this topic tonight. He sent an email late in the day with multiple questions as it is a pretty expensive proposition. Benike and Mathews agree, comment that they have a lot of questions they would like answered before approving the agreement. Mathews withdraws his second and the motion fails. The Council asks if this purchase should be put out for bid or release an RFP, are there less expensive option, comparable options, storage limits and fees. Griffith comments that Axon provides this service for the City of San Diego and she has observed that it is a very professional and of high caliber. McBirmie says he would like to know if this purchase fits in the budget and hear from the actual officers as to whether they believe this is a necessary investment.
- A) **Town Manager & Staff Reports:** Town Manager Dan Walker reports that he just returned from a trip to Alaska and had a great time. He reports that next Tuesday, he will be attending mediation in Bozeman for the West Development lawsuit appeal. He also reports that he will be in Kalispell to attend GOSCMA conference and will attend the first council meeting in August by Zoom.
- B) **Advisory Board Reports:** Parks & Rec, Parkway Greenway committee, contact Kelly or Melissa. Business Improvement Advisory Board, some sort of post Fall River is removing, create a sub-committee for sign, seeking encroachment permit from MDT for rocks around welcome sign, issues with tree grates. Watt attended the Marketing and Promotions Fund Advisory Board meeting, working on designing a logo for MAP projects. Griffith attended the Health Care Services Advisory Board, update from Billings Clinic, staffing issues-specifically recruiting a full-time provider to live in the community. They have made some progress partnering with Bozeman Health to bring a physician to West at least one day every other week. Emma Sparboe, the current nurse

practitioner, will be leaving August 31, 2025. Fire Chief Shane Grube reported that the Hebgen Basin Rural Resort Tax passed, and they are working on establishing a mechanism to collect the tax, hopefully starting January 1, 2026. Becky Goltz updated the board on the hospital district and attempts to fundraise and complete a needs assessment and also a feasibility study.

The meeting is adjourned at 8:15 PM.

Mayor

ATTEST:

Town Clerk

DRAFT

TOWN OF WEST YELLOWSTONE

07/24/2025 – 07/30/2025 Weekly Report

Personnel:

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

Operations:

Operations Tempo				
	Current Stats	Previous Week	Monthly	2025 Total
Calls Total	99	75	459	3381
Reports Total	5	9	27	87
Citations	3	3	23	107
Warnings	49	21	158	810
Arrest	0	0	0	28
DUI	0	0	0	19
Fire/EMS Calls	4	6	55	254
Patrol Checks	3	6	70	694
Public Assist	12	9	30	217
Agency Assist	10	5	25	118
Crashes	2	3	23	107
Search and Rescue	0	2	2	11



TOWN OF WEST YELLOWSTONE

PERSONAL:

- Dispatcher Collins and Dispatcher O'Brien is working the last days of their notices.
- A conditional job offer was given to a dispatcher candidate but it has not been returned.
- We are still accepting applications for dispatchers and officers

TRAINING:

- Next month we will be having training on Domestic Violence Case Reporting, Rifle and Shotgun Qualifications, and Crash Reporting.
- Officer Tallerico will be attending some training with the Gallatin County Sheriff's Office. To include riding with an FTO with them.
- Officer White will be attending SFST/PBT/Intoxilyzer training in Helena next month.

Other:

- The Vice President of the United States landed at the West Yellowstone Airport. We assisted in the security. A special thanks to Jon Brown and his crew with Tri-State Excavating for helping out.
- Chief Wigner meet with the United Women of West Yellowstone.
- West Yellowstone Police Department will be assisting Gallatin County with an event in Big Sky this weekend.
- Received the quote for on a vehicle from Dana and will be preparing a proposal for the council.
- Submitting proposal letter to the council reference the request to purchase new AXON Bodycam and In-Car camera's answering some of their questions from the last council meeting.





AUGUST 1, 2025

TO: Town Manager Dan Walker, Town Council

FROM: Liz Roos, Town Clerk

SUBJECT: Town Clerk Report

- We had multiple events in Pioneer Park in July and more to come in August including:
 - Rod Run, August 1-2
 - Little Rangers Carnival, August 5
 - West Yellowstone Festival (craft/vendor fair), August 8-10
 - Music in the Park, August 1, 2 & 16
 - POW/MIA motorcycle ride and ceremony, August 16
- July payrolls are challenging because of wage changes that are based on current contracts and agreements. Employees represented by the MFPE received a 5% increase, police officers received a 3% increase plus \$.50/hour, salaried employees received 3% plus merit pay that was applied in May. Council members also received a pay increase. Council member compensation is equivalent to the employer's contribution to a single person health insurance premium. This formula is established by ordinance, developed by a council about 20 years ago. It works well because it keeps the rate current and adjusts annually without requiring a negotiation process. The Judge's pay is established by resolution. The judge receives an annual cost of living adjustment (set by the annual CPI-U provided by the University of Montana/US Department of Labor) plus .5%.
- We hosted the State of Montana mobile drivers license unit in front of the Town Hall, July 21-25. This was a very popular service this year and there was a line of people most days. Shawn, the examiner, is in Ennis this week and emailed me to complain about how slow it was over there. He was also disappointed to miss Vice President Vance's pass through.
- Brittany White, Deputy Clerk, is doing great. She completed notary training this week and will receive her commission next week. Finance Clerk Peggy Russell and I are also notaries. The Town provides this service to the community free of charge. (We do not notarize lengthy documents such as real estate closings, but we are happy to help out residents and tourists with basic documents.)
- Prepared the Town Council Agenda & Packet for August 5, 2025.





Week of 07.28.2025

Wrapped up July 2025, Peggy has been busy with utility billing along with ACH collections.

We have spent more time ironing out a few details within the budget.

Said farewell to Pily and Mickelle, both dispatchers, we are so grateful for their time and dedication to our Town. They will be greatly missed!

This week has been a heavy week with the Bond Resolution preparation.

We had a call with DNRC and DEQ to keep them up to date on WWTP project status. Things are going well, and we are still on track with the outline I gave them last quarter.

I finished and submitted both the ARPA and RRGL Q2 2025 Progress reports.

Prepared for our next Town Council meeting with completed Agenda Summaries.

Coordinated with Dan on the Work Session schedule.

Water/wastewater/ public works report

July 25th thru 31st

Progress moving forward at the wastewater facility, RSCI is working on several components, headworks channels, grit removal, solids handling building sub floors, walkways, headworks main piping and the main structural building is now starting to go up.

Damaged Sidewalks on Gibbon Street and Faithful Street have been repaired using the leftover concrete from the wastewater facility.

Contractor Idaho Traffic Safety has now completed the parking stalls, handicaps, stop bars, crosswalk, and striping on Electric Street for the walkway. They will be back to finish up the main road striping in Old Town the following week.

Town public works crews are working on getting the town owned parking lots and streets prepped south of Yellowstone Ave for ASI asphalt systems to seal coat.

We are notifying business owners that the streets will be seal coated starting Aug 4th thru the 9th this will be happening at night to help mitigate traffic. Most of the public works crews this week will be working night shift.

Yellowstone pavement solutions will be coming in behind the seal coat contractors to complete the line striping curb painting and stop bars this will be completed 4th thru the 9th

Weed spraying is underway we have T-Tubs weed spraying working on sections in town also the Madison addition, public works crews are also combating sections like sidewalks and parking lots, stop signs

Town public works crews are getting the parks ready for the big weekends coming up. We have the Rod Run car show and music in the park and the Town of West Yellowstone festival the following week.

Crews have been running two shifts a day on garbage removal seven days a week trying to keep up with demand.

Crews have been running the water truck daily getting trees watered, flower bed areas and dust control throughout town.

Tree grates have been delivered for the canyon street project there are some issues on how these were built and need some modification before we can install them, I have bids on getting them fixed and installed but not overly happy with this. I believe the public works crews can do the modification and install them with very little cost. Working on a solution.

Museum roof and police station ridge cap replacement. I have been working with the roofing manufacturer and contractor on getting this warranted, the product that the ridge cap was made from was defective and they will stand behind replacing it. They are going to give us a credit of 7000 dollars toward replacement I'm recommending to the council that we do not just replace the ridge cap again and instead replace it with a metal ridge cap like it originally had we have found that some of the damage is being done by the ravens picking at the ridge cap. Great white construction will remove and replace current Cedar ridge cap with a metal ridge cap. The cost for replacement with standard metal is \$9,930.26 minus \$7000.00 for total 2,930.26 this is a standard metal cap if we go with the one that was originally installed the cost for that metal product is \$22,538.12 additional cost. The original one is just more historic for the building.

Water tank is scheduled for cleaning on Aug 2 from island potable services this is where we go into the tank with scuba gear and clean and inspect the tank in detail and give a full inspection for DEQ and are records we have this completed yearly to insure great water quality.

Whisky springs is been running at not an ideal rate this summer it started dropping of about June and is maintaining a flow of about 500 gallons min with well #4 running at almost maximum capacity 430-525 gallons per min. We are able still to keep up with demand having well #3 is stand by if needed. We have approximately 396 gallons a min left over. This is giving TDH Engineers a better look at the water system and demand.

Wastewater flows have been between 775,000 and 750,000 gallons per day.

If you have any questions please contact me Jon Brown public works.

From: [Dan Walker](#)
To: [Elizabeth Roos](#)
Subject: FW: Bullet Points 7/31/2025
Date: Thursday, July 31, 2025 2:21:31 PM
Attachments: [image001.png](#)

From: Kyle Tanner <ktanner@townofwestyellowstone.com>
Sent: Thursday, July 31, 2025 1:14 PM
To: Jon Brown <jbrown@townofwestyellowstone.com>
Cc: Dan Walker <dwalker@townofwestyellowstone.com>
Subject: Bullet Points 7/31/2025

Bullet Points 7/31/2025

- #1 Building permit issued for 500 N Hayden, residential house
- #2 Building permit issued for 517-b Campanula Ave ,deck
- #3 Building permit issued for 608 N Electric, replace siding
- #4 Poured concrete side walk on Gibbon
- #5 Hand outs given to all business affected by sealcoating south of Yellowstone Ave
- #6 Prep for Rod Run event
- #7 Build work list for workers
- #8 Measured for new Pickle ball courts for Madison addition basketball courts. Company cam report.
- #9 Talked to Starlight hotel managers for their seal coat project, gave permission to store material for 2 days in north snow yard.
- #10 Showed weed spraying crew snow yard property lines.
- #11 Confirmed Moonrise owner has hired weed spraying crew.
- #12 Curtesy letter given to Forest service loggers for overnight camping in snow block 22
- #13 Deck inspections for 517 Campanula
- #14 Concrete inspections for 500 N Hayden
- #15 Grave headstone marked at Fir ridge cemetery
- #16 Crew cleaned up garbage spill on HYW 20 between Dunraven and Hayden



K.C. Tanner
Deputy Director Public Services

From: [Dan Walker](#)
To: [Elizabeth Roos](#)
Subject: FW: Library Report to the Town Council 7/31/2025
Date: Friday, August 1, 2025 8:25:21 AM
Attachments: [Megan - Storytime.jpg](#)

From: Michele DesRochers <mdesrochers@townofwestyellowstone.com>
Sent: Thursday, July 31, 2025 5:08 PM
To: Dan Walker <dwalker@townofwestyellowstone.com>
Subject: Library Report to the Town Council 7/31/2025

Date: July 31, 2025

From: Michele DesRochers, Director

To: West Yellowstone Town Council

Dear Council Members,

I'd like to take a moment to share a brief update on current programming and progress at the library:

Children's Programs

We've had a busy and engaging summer with weekly children's activities:

- Storytime is held every Wednesday at 11:00 am and continues to be a favorite among local families.
- On Tuesdays, we welcome Summer Rec 10:00 am groups for fun and educational visits.
- Summer School classes visit the library on Thursdays at 10:00 am, helping kids build positive reading habits.
- On Fridays, we provide Storytime outreach at Little Rangers at 9:30 am, connecting with our youngest community members where they are.

Adult Programs

We continue to offer a range of engaging adult programming:

- Tech Hour Thursdays 3:00 - 4:00 pm supports patrons with basic technology help and training.

- Game Club on Fridays, 4:00 - 6:00 pm, brings people together for social time and friendly competition.
- Our two Book Clubs are thriving, especially "Cookin' the Books," which is not only popular but always fun and delicious.

Library Garden

The garden is “done” — although gardens are never finished. It is beautiful and thriving, with children especially enjoying the outdoor space. They’ve planted vegetables and are tending to strawberries, which we look forward to enjoying for years to come.

We invite all of you to stop by the library for a tour of the garden and a look at our summer programs in action. It’s a space we’re proud of and one that continues to grow with the support of our community.

Thank you for your continued support of the library and our community.

Warmly,

Michele DesRochers

Director

West Yellowstone Public Library

23 Dunraven St

West Yellowstone, MT 59758

406-646-9017



A teacher with blonde hair and glasses, wearing a light blue denim shirt, is kneeling on a carpeted floor. She is smiling and looking down at a group of children. The children are sitting on the floor, holding clipboards and writing on worksheets. The worksheets have a grid and the words "Leaf" and "log" written on them. The teacher is wearing a light blue denim shirt and glasses. The children are wearing various clothing, including a red cap, a blue cap, and a leopard print shirt. The background shows wooden lockers and red chairs.

My name is _____
Grade _____
©RV AppStudios
Leaf log

©RV AppStudios
Leaf log

©RV AppStudios
log
My name is _____





Highlights

Week of July 25th through July 31st, 2025
Job and Social Services

Overview

of Clients Served: 81

Last Week Clients Served: 70

Highlights

Donations

This week, Marketplace donated a variety of produce and other non-perishable goods.

A community member donated some baking goods for the lobby such as oil and sugar.

A couple donated a large amount of school supplies again to support WY.

Food bank Visits

This week we helped approximately 37 individuals with lobby food and personal hygiene supplies.

Third Annual Self Care Fair

More exciting news pertaining to the Self-Care-Fair in September. We have booked our live music and many of the participants from last year are returning while adding several new booths. Make sure you mark your calendar for this event you won't be disappointed, and hopefully you will have a winning raffle ticket for a great gift or even win the Grand Prize, but we won't reveal what that is just yet..

Volunteer Update

This week we had one volunteer for the clothing bank that has help get through the rest of the donated items so we are on track to reopen donations on August 4th.

We had a young assistant in the mornings that ahs helped Tia restock so community members have a large variety to chose from.

Public Assistance

This week we were able to help two clients with a shower.

A local requested a shower chair to use while they heal from a broken leg.

And we have assisted a 5 clients with Medicaid assistance from filing, to understanding paperwork, and even finding out policy numbers.

Upcoming Events:

We are excited about the great participation we are receiving for the upcoming Self-Care Fair, and we will be focusing on whole wellness this year and are excited about the speakers who will share insight to mental wellness.

August 21st: MFBN Pickup in Bozeman

Notes

We are working on information for the next employee quarterly birthday potluck.

Summer Recreation Program 2025



TOWN OF WEST YELLOWSTONE

ON BEHALF OF THE STATE OF MONTANA AND THE TOWN OF WEST YELLOWSTONE

Be it known to all that on this date, **Tristen Tallerico**,
took the following oath of office:

“I do solemnly swear (or affirm) that I will support, protect and defend the Constitution of the United States of America and the Constitution of the State of Montana, and the Charter of the Town of West Yellowstone, and that I will discharge the duties of my office with fidelity (so help me God).”

Let it be recognized to all that on this date, **Tristen Tallerico**,
by taking this oath of office was duly sworn in as a Peace Officer for the
Town of West Yellowstone and the State of Montana.

Mayor Jeff McBirmie
Town of West Yellowstone

Date

Tristen Tallerico
Police Officer

Date



The Town of West Yellowstone currently uses a video recording system for law enforcement operations that is outdated and vulnerable to deletion, lacks modern accountability features, and is not fully integrated with officer safety technology. To address these concerns, we propose the purchase and implementation of the **Axon Body 4 Body Camera System** and the **Axon Fleet 3 In-Car Camera System**.

These systems offer unparalleled integration, security, and reliability, while significantly reducing liability and increasing transparency for our officers and the public.

Key Benefits of Axon Body 4 and Fleet 3 Systems

- 1. Advanced Evidence Protection - Tamper-proof cloud storage (Axon Evidence.com):** Once uploaded, video **cannot be deleted or altered** by officers or unauthorized personnel. - **Automatic uploads:** Reduces human error and ensures timely, secure preservation of evidence.
- 2. Weapon-Activated Recording - Auto-activation on Taser or firearm draw:** Cameras begin recording automatically when a Taser or firearm is removed from its holster, **eliminating missed footage** during critical events. - This feature **syncs body-worn and in-car video** for complete situational awareness from multiple angles.
- 3. Real-Time Translation Feature** - Axon Body 4 includes **AI-driven real-time translation**, allowing officers to communicate more effectively with non-English speaking residents and tourists—vital in a global tourism town like West Yellowstone.
- 4. Live Streaming & Real-Time Alerts** - Supervisors can **live-stream footage during incidents**, offering real-time tactical oversight and faster response to developing situations.
- 5. Superior Video and Audio Quality** - The Axon Body 4 offers **enhanced low-light video, multiple microphones, and intelligent noise reduction**, ensuring critical conversations and actions are clearly captured.
- 6. Continuous and Automatic Upload of Videos** – The Axon Body 4 and Axon Fleet 3 automatically uploads as the officer is on patrol **insuring the preservation of evidence**.
- 7. GPS Location of Officers and Vehicles** – Each camera is equipped with GPS so dispatch will know the location of the officers and vehicle ensuring safety at all times.
- 8. TAP Program** – The Axon Body 4 cameras and Axon Fleet 3 cameras will be replaced anytime within the 5-year contract at no cost to the town for damaged or lost cameras. At the 2 ½ year mark of the contract and at the five (5) year mark of the contract the Body 4 cameras can be replaced at no cost to the town. At the five (5) year mark of the Fleet 3 cameras, they can be replaced at no cost to the town. This would insure the latest technology of our camera systems.
- 9. Video Storage** – Unlimited storage space on the cloud server maintained by AXON, which reduces the need to purchase space or servers. If there is ever any issues AXON will make any necessary repairs or fixes.

Comparison with Current System

Feature	Current System	Axon Body 4 / Fleet 3
Video Deletion Risk	High – users can delete locally	Zero – cloud-based, access controlled
Weapon Sync	Not available	Yes – Taser & firearm auto-activation
Translation	Not supported	Yes – real-time language translation
Storage	Local drives	Secure Axon cloud (unlimited space)
Evidence Management	Manual, error-prone	Automated, audit-tracked
Officer Safety Features	Minimal	Yes – alerts, GPS tracking, live stream
Interoperability	Limited	Full Axon ecosystem integration
Upload of Videos	Manual	Continuous and Automatic
Use of video for prosecution	Upload to drop box, taking time and space	Town Attorney will have direct access to the video from AXON.

Liability Reduction & Legal Protection

Implementing Axon systems reduces the town's **legal liability** in several ways:

- **Accountability:** All interactions are recorded and stored securely, reducing claims of misconduct.
 - **Audit trails:** Every action taken with a video file (viewed, downloaded, shared) is tracked with a digital fingerprint.
 - **Improved evidence integrity:** Ensures video is admissible in court and not subject to chain-of-custody issues.
 - **Lower risk of false claims:** Officers and civilians alike are protected from misinformation or disputes with incomplete documentation.
-
-

Why Axon Over Other Brands

- **Trusted by over 17,000 agencies nationwide**
- **Only system with integrated TASER, firearm, body cam, and vehicle cam synchronization**

- **Axon Evidence platform is CJIS-compliant** and used by major departments across the U.S.
 - **Superior 24-hour customer support and ongoing software updates**
-

Recommendation

I recommend that the Town of West Yellowstone invest in the **Axon Body 4 and Axon Fleet 3 systems** to modernize our public safety infrastructure, enhance officer safety, and improve trust with our community. The long-term benefits—including reduced liability, better public transparency, and improved officer protection—far outweigh the upfront investment.

Conclusion

This proposal reflects our commitment to excellence, transparency, and safety in public service. Upgrading to the Axon platform is not just a technological improvement—it is a necessary evolution for a town that serves a diverse and growing population in a high-profile tourist region. **All current officers are supporting the Axon 4 Bodycams and Axon Fleet 3 in-car camera**, and has expressed concerns as some of our in-car cameras are failing. This purchase is also endorsed by the town attorney as it will allow her full access to all of our videos in a timely manor for prosecution of cases and discovery.

I am currently attempting to get quotes from other vendors on their bodycams and in-car camera. At this time, I have not found any vendors that offer the advance features as AXON. I will reach out to vendors at the request of the Town Council.



Town Council Agenda Item Summary Report

Meeting Date:	AUGUST 5th 2025
Item Title:	REPLACEMENT OF ROOF RIDGE CAP ON MUSEUM AND POLICE STATION
Submitted By (Name/Title):	JON BROWN PUBLIC WORKS
Discussion Only <input type="checkbox"/>	Discussion/Action <input checked="" type="checkbox"/>
Funding Source:	Budgeted <input checked="" type="checkbox"/>
Estimated Date of Completion:	OCTOBER 30th 2025

Item Summary

Museum roof and police station ridge cap replacement. I have been working with the roofing manufacture and contractor on getting this warranted, the product that the ridge cap was made from was defective and they will stand behind replacing it. They are going to give us a credit of 7000 dollars toward replacement I'm recommending to the council that we do not just replace the ridge cap again and instead replace it with a metal ridge cap like it originally had we have found that some of the damage is being done by the ravens picking at the ridge cap. Great white construction will remove and replace current Cedar ridge cap with a metal ridge cap. The cost for replacement with standard metal is \$9,930.26 minus \$7000.00 for total 2,930.26 this is a standard metal cap if we go with the one that was originally installed the cost for that metal product is \$22,538.12 additional cost. The original one is just more historic for the building.

Staff Recommendation

public works recommendation is to replace the ridge cap with metal.

warranty work

council discussion on what kind of metal for ridge cap

Suggested Motion



July 25, 2025

Town of West Yellowstone, Montana
440 Yellowstone Ave.
West Yellowstone, MT 59758

RE: Text Amendment for the Transitional District

Dear West Yellowstone Town Council Members:

This letter is to propose amendments to the zoning code. The proposal includes introducing a new use in the Transitional District. Currently the Transitional District is only applied to the 80-acres parcel. The Planning Board reviewed the text amendment at the July 24th, 2025, meeting. The Planning Board recommended to not allow Communication Towers in the Transitional District unanimously.

This item requires public review of Communication Towers as a conditional use in the Transitional District. Adding the use would require any project to go through the conditional use review process and the project must meet the design guidelines found in Chapter 17.29 and the engineering standards of the Town of West Yellowstone. The intent of including the proposed use into the district is to allow for telecommunications infrastructure and service in the Town of West Yellowstone:

The proposed amendment is below with the addition underlined.

17.28.030 Conditional uses.

The following are conditional uses in the transitional district:

- A. Libraries.
- B. Schools.
- C. Communications Tower subject to Chapter 17.29

This change will address increasing the use in the Transitional District and help to ensure telecommunication service in the Town of West Yellowstone and surrounding areas. This amendment does not require additional changes to the code.

If you have any questions regarding this proposal, please contact me at either 406-475-2969 or shazelton@sunflowerpeakplanning.com.

Sincerely,

Sunflower Peak Planning

Scott Hazelton, AICP, CFM
Owner, Planning Division Director



July 25, 2025

Town of West Yellowstone, Montana
440 Yellowstone Ave.
West Yellowstone, MT 59758

RE: Text Amendment for the E-2 District

Dear West Yellowstone Town Council Members:

This letter is to propose amendments to the zoning code. The proposal fixes an oversight from the previously adopted zoning code. The Planning Board reviewed the amendment and made a recommendation at the July 24th, 2025, meeting. The Planning Board recommended approval unanimously.

This item requires public review of Travel Trailer Parks as a conditional use in the E-2 District. Adding the use back to the E-2 District requires that any proposed Travel Trailer Park meet the design guidelines found in Chapter 17.33 and the engineering standards of the Town of West Yellowstone. The intent of including the proposed use back into the district is to correct its omission and allow for an existing use to continue to operate lawfully in the Town of West Yellowstone:

The amendment is below with the proposed text underlined.

17.25.025 Conditional uses.

The uses that are permitted in the E-2 district if successful in acquiring a conditional use permit approval from the town of West Yellowstone are as follows:

- A. Communications tower.
- B. Live-work units.
- C. Public swimming pool.
- D. Public water park.
- E. Public splash pad.
- F. Travel Trailer Parks subject to Chapter 17.33

This change will address issues that were discussed at the June and July meetings of the Planning Board. This re-establishes a use in the E-2 District and it does not require additional changes to the code.

If you have any questions regarding this proposal, please contact me at either 406-475-2969 or shazelton@sunflowerpeakplanning.com.

Sincerely,

Sunflower Peak Planning

A handwritten signature in black ink, appearing to read "Scott Hazelton", with a long horizontal flourish extending to the right.

Scott Hazelton, AICP, CFM
Owner, Planning Division Director
(406)-475-2969
shazelton@sunflowerpeakplanning.com



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

Resolution No. 823

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the Town of West Yellowstone, Montana (the "Town"), hereby certify that the attached resolution is a true copy of Resolution No. 823, entitled: "RESOLUTION RELATING TO \$15,100,000 SEWER SYSTEM REVENUE BONDS (DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM), CONSISTING OF \$100,000 SUBORDINATE LIEN TAXABLE SERIES 2025A BOND AND \$15,000,000 SERIES 2025B BOND; AUTHORIZING THE ISSUANCE AND FIXING THE TERMS AND CONDITIONS THEREOF" (the "Resolution"), on file in the original records of the Town in my legal custody; that the Resolution was duly adopted by the Town Council of the Town at a meeting on August 5, 2025, and that the meeting was duly held by the Town Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Council Members voted in favor thereof: _____
_____ ; voted against the same: _____
_____ ; abstained from voting thereon: _____ ; or
were absent: _____.

WITNESS my hand officially this _____ day of August, 2025.



Town Clerk

SUPPLEMENTAL RESOLUTION

Relating to

\$15,100,000

SEWER SYSTEM REVENUE BONDS

(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM)

CONSISTING OF

\$100,000 SUBORDINATE LIEN TAXABLE SERIES 2025A BOND,

AND \$15,000,000 SERIES 2025B BOND

TOWN OF WEST YELLOWSTONE, MONTANA

Adopted: August 5, 2025

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(For convenience only, not a part of this Supplemental Resolution)

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RESOLUTION NO. 823

RESOLUTION RELATING TO \$15,100,000 SEWER SYSTEM REVENUE BONDS (DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM), CONSISTING OF \$100,000 SUBORDINATE LIEN TAXABLE SERIES 2025A BOND AND \$15,000,000 SERIES 2025B BOND; AUTHORIZING THE ISSUANCE AND FIXING THE TERMS AND CONDITIONS THEREOF

RECITALS:

WHEREAS, pursuant to the Water Pollution Control State Revolving Fund Act, Montana Code Annotated, Title 75, Chapter 5, Part 11, as amended (the “State Act”), the State of Montana (the “State”) has established a revolving loan program (the “Program”) to be administered by the Department of Natural Resources and Conservation of the State of Montana, an agency of the State (the “DNRC”), and by the Department of Environmental Quality of the State of Montana, an agency of the State (the “DEQ”), and has provided that a water pollution control state revolving fund (the “Revolving Fund”) be created within the state treasury and all federal, state and other funds for use in the Program be deposited into the Revolving Fund, including, but not limited to, all federal grants for capitalization of a state water pollution control revolving fund under the federal Water Pollution Control Act (the “Clean Water Act”), all repayments of assistance awarded from the Revolving Fund, interest on investments made on money in the Revolving Fund and payments of principal of and interest on loans made from the Revolving Fund; and

WHEREAS, the State Act provides that funds from the Program shall be disbursed and administered for the purposes set forth in the Clean Water Act and according to rules adopted by the DEQ and the DNRC; and

WHEREAS, the current EPA Capitalization Grant (as hereinafter defined) requires that loans under the Program funded in whole or in part by such grant in the aggregate and not on a loan-by-loan basis be structured in such a way that a percentage of the total proceeds of such grant be subject to loan forgiveness; and

WHEREAS, the Town of West Yellowstone, Montana (the “Borrower”) has applied to the DNRC for the 2025 Loans (as hereinafter defined) from the Revolving Fund to enable the Borrower to finance, refinance or reimburse itself for a portion of the costs of the 2024 Project (as hereinafter defined), which will carry out the purposes of the Clean Water Act, to pay costs of issuance of the Series 2025 Bonds (as hereinafter defined), and to fund a deposit to the Reserve Account (as hereinafter defined); and

WHEREAS, at this time, the Borrower contemplates issuing bonds in two series, one a Series 2025A Bond in the maximum principal amount of \$100,000 (the “Series 2025A Bond”), and the other a Series 2025B Bond in the maximum principal amount of \$15,000,000 (the “Series 2025B Bond”); and

WHEREAS, provided that the Borrower complies with certain conditions for principal forgiveness, the Borrower’s obligation to repay the Series 2025A Bond will be forgiven; and

WHEREAS, the Borrower is authorized under the Original Resolution (as hereinafter defined), applicable laws, ordinances and regulations to adopt this Supplemental Resolution and to issue the Series 2025 Bonds (as hereinafter defined) to evidence the 2025 Loans (as hereinafter defined) for the purposes set forth herein; and

WHEREAS, the DNRC will fund: (i) the 2025A Loan (as hereinafter defined) entirely from proceeds of the EPA Capitalization Grant, and (ii) the 2025B Loan (as hereinafter defined) directly or indirectly, from proceeds of the EPA Capitalization Grant, proceeds of the State Bonds and/or Recycled Money (each, as hereinafter defined), as determined by the DNRC.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE BORROWER, AS FOLLOWS:

ARTICLE I

DEFINITIONS, RULES OF CONSTRUCTION AND APPENDICES

Section 1.1 Definitions. In this Resolution, unless a different meaning clearly appears from the context, terms used with initial capital letters but undefined in this Supplemental Resolution shall have the meanings given them in the Original Resolution, the Indenture, or as follows:

“Accountant” or “Accountants” means an independent certified public accountant or a firm of independent certified public accountants satisfactory to the DNRC.

“Acquisition and Construction Account” means the account created in the Sewer System Fund established pursuant to Sections 11.1 and 11.2 of the Original Resolution.

“Administrative Expense Surcharge” means, (i) in respect of the 2025B Loan, in any event, and (ii) in respect of the 2025A Loan, upon the delivery of a Noncompliance Statement as provided herein, a surcharge equal to twenty-five hundredths of one percent (0.25%) per annum on the outstanding principal amount of the 2025 Loans, payable on the same dates that payments of interest on the 2025 Loans are due.

“Authorized DNRC Officer” means the Director of the DNRC or his or her designee.

“Bond Counsel” means any Counsel nationally recognized as experienced in matters relating to the issuance by states or political subdivisions of tax-exempt obligations, selected by the Borrower and acceptable to the DNRC.

“Bond Register” means, with respect to the Series 2025 Bonds, the registration books maintained by the Registrar pursuant to Section 8.4 of this Supplemental Resolution.

“Bondholder” or “Holder” means the Person in whose name a Bond is registered in the Bond Register.

“Bonds” means the Series 2024B Bond, the Series 2025B Bond, and any additional Bonds. The Series 2024A Bond and the Series 2025A Bond are not Bonds.

“Borrower” means the Town of West Yellowstone, Montana, or any permitted successor or assign.

“Business Day” means any day other than a Saturday, Sunday, legal holiday in the State or day on which banks in the State are authorized or required by law to close.

“Clean Water Act” means the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251-1387, as amended, and all regulations, rules and interpretations issued by the EPA thereunder.

“Closing” means the date of delivery of the Series 2025 Bonds to the DNRC.

“Code” means the Internal Revenue Code of 1986, as amended.

“Collateral Documents” means any security agreement, guaranty or other document or agreement delivered to the DNRC securing the obligations of the Borrower under this Supplemental Resolution and the Series 2025 Bonds. If no Collateral Documents secure such obligations, any reference to Collateral Documents in this Supplemental Resolution shall be without effect.

“Committed Amount” means, collectively, the 2025A Committed Amount and the 2025B Committed Amount.

“Compliance Certificate and Request” means the certificate and request substantially in the form of the attached Appendix D.

“Consultant” means a nationally recognized consultant or firm of consultants, or an independent engineer or firm of independent engineers, or an Accountant, which in any case is qualified and has skill and experience in the preparation of financial feasibility studies or projections for facilities similar to the System or the 2024 Project, selected by the Borrower and satisfactory to the DNRC.

“Council” means the Town Council of the Borrower.

“Counsel” means an attorney duly admitted to practice law before the highest court of any state and satisfactory to the DNRC.

“Debt” means, without duplication, in respect of the System, (1) indebtedness of the Borrower for borrowed money or for the deferred purchase price of property or services; (2) the obligation of the Borrower as lessee under leases which should be recorded as capital leases under generally accepted accounting principles; and (3) obligations of the Borrower under direct or indirect guarantees in respect of, and obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of others of the kinds referred to in clause (1) or (2) above.

“DEQ” means the Department of Environmental Quality of the State of Montana, an agency of the State, or any successor to its powers, duties and obligations under the State Act or the EPA Agreements.

“Determination Statement” means a Forgiveness Statement or a Noncompliance Statement.

“DNRC” means the Department of Natural Resources and Conservation of the State of Montana, an agency of the State, and any successor to its powers, duties and obligations under the State Act.

“Enabling Act” means Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended, which authorizes the Borrower to own and operate the System, to undertake the 2024 Project and to issue the Series 2025 Bonds to finance a portion of the costs of the 2024 Project.

“EPA” means the Environmental Protection Agency, an agency of the United States of America, and any successor to its functions under the Clean Water Act.

“EPA Agreements” means all capitalization grant agreements and other written agreements between the DEQ, the DNRC and the EPA concerning the Program.

“EPA Capitalization Grant” means a grant of funds to the State by the EPA under Title VI of the Clean Water Act and any grant made available by the EPA for deposit in the Revolving Fund pursuant to Section 205(m) of the Clean Water Act.

“Fiscal Year” means the period commencing on the first day of July of any year and ending on the last day of June of the next year, or any other specified twelve-month period, authorized by law and specified by the Council as the Borrower’s Fiscal Year.

“Forgiveness Statement” means a written statement delivered to the Borrower by the DNRC in response to a Compliance Certificate and Request that the Borrower’s obligation to repay the principal of the Series 2025A Bond is forgiven.

“Fund” means the Sewer System Fund established pursuant to Section 11.1 of the Original Resolution.

“Government Obligations” means direct obligations of, or obligations the principal of and the interest on which are fully and unconditionally guaranteed as to payment by, the United States of America.

“Governmental Unit” means governmental unit as such term is used in Section 145(a) of the Code.

“Gross Revenues” means all revenues and receipts from rates, fees, charges and rentals imposed for the availability, benefit and use of the System, and from penalties and interest thereon, and from any sales of property which is a part of the System and all income received from the investment of such revenues and receipts, including interest earnings on the Operating Account, the Reserve Account, the Replacement and Depreciation Account and the Surplus Account, and excluding Pledged Resort Tax Revenues and the proceeds of any grant or loan from the State or the United States, and any investment income thereon, to the extent such exclusion is a condition to such grant or loan.

“Indenture” means the Indenture of Trust, dated as of June 1, 1991, between the Board of Examiners of the State and the Trustee, as such may be supplemented or amended from time to time in accordance with the provisions thereof, pursuant to which, among other things, the State Bonds are to be or have been issued.

“Loan Loss Reserve Surcharge” means, (i) in respect of the 2025B Loan, in any event, and (ii) in respect of the 2025A Loan, upon the delivery of a Noncompliance Statement as provided herein, a surcharge equal to twenty-five hundredths of one percent (0.25%) per annum on the outstanding principal amount of the 2025 Loans, payable by the Borrower on the same dates that payments of interest on the 2025 Loans are due.

“Loan Repayments” means the periodic payments of principal of and interest on the 2025B Loan, and, if the DNRC delivers a Noncompliance Statement, the 2025A Loan, as set out more particularly in Section 5.1 hereof.

“Net Revenues” means the sum of (a) the Gross Revenues for a specified period less the Operating Expenses for the same period, plus (b) the Pledged Resort Tax Revenues transferred to the Revenue Bond Account in the Sewer System Fund in such period.

“Noncompliance Statement” means a written statement delivered to the Borrower by the DNRC that the Borrower’s obligation to repay the principal of the Series 2025A Bond is not forgiven.

“One Percent Resort Tax” means the 1% resort tax dedicated to certain infrastructure and imposed on certain goods and services pursuant to an election conducted on November 5, 2019 relating to the 1% resort tax, the Resort Tax Act, and the Resort Tax Ordinances.

“Operating Account” means the account created in the Sewer System Fund established pursuant to Sections 11.1 and 11.3 of the Original Resolution.

“Opinion of Bond Counsel” means a written opinion of Bond Counsel.

“Original Resolution” means Resolution No. 800, adopted by the Council on April 23, 2024.

“Payment Date” means, with respect to the 2025B Loan, each January 1 and July 1 during the term of the Series 2025B Bond on which a payment of interest or principal and interest is due, as determined under this Supplemental Resolution and the Series 2025B Bond, and, if a Noncompliance Statement is delivered with respect to the 2025A Loan, each January 1 and July 1 during the term of the Series 2025A Bond on which a payment of interest or principal and interest is due, as determined under this Supplemental Resolution and the Series 2025A Bond.

“Person” means any individual, corporation, partnership, joint venture, limited liability company, limited liability partnership, association, joint stock company, trust, unincorporated organization or Public Entity.

“Pledged Resort Tax Revenues” means, from the Resort Tax Revenues for any Fiscal Year while the Bonds are outstanding, \$1,000,000, or, if less than \$1,000,000 in Resort Tax Revenues are collected in any one Fiscal Year, all of the Resort Tax Revenues collected in such Fiscal Year; provided that (i) if Pledged Resort Tax Revenues in the foregoing amount results in the Revenue Bond Account being funded in a manner that causes the Revenue Bond Account to not be a “bona fide debt service fund” under the Code and Treasury Regulations, such \$1,000,000 amount may be reduced so that the Revenue Bond is a “bona fide debt service fund,” and (ii) the \$1,000,000 amount may be adjusted as set forth in Section 6.8 of the Original Resolution.

“Program” means the Water Pollution Control State Revolving Fund Program established by the State Act.

“Project” means an improvement, betterment, reconstruction or extension of the System, including the 2024 Project.

“Public Entity” means a State agency, city, town, municipality, irrigation district, county water and sewer district, a soil conservation district or other public body created pursuant to State law or an Indian tribe that has a federally recognized governing body carrying out substantial governmental duties and powers over any area.

“Recycled Money” means payments and prepayments of principal of loans made under the Program, and any other amounts transferred to the Principal Subaccount in the Revenue Subaccount in the State Allocation Account (as such terms are defined in the Indenture).

“Registrar” means, with respect to the Series 2025 Bonds, the Finance Director or any successor appointed pursuant to this Supplemental Resolution, and, with respect to any other series of Bonds, the Person or Persons designated in the Supplemental Resolution authorizing the issuance of such Bonds.

“Regulations” means the Treasury Department, Income Tax Regulations, whether final, temporary or proposed, promulgated under the Code or otherwise applicable to the Series 2025 Bonds.

“Replacement and Depreciation Account” means the account created in the Sewer System Fund established pursuant to Sections 11.1 and 11.6 of the Original Resolution.

“Reserve Account” means the account created in the Sewer System Fund established pursuant to Sections 11.1 and 11.5 of the Original Resolution.

“Reserve Requirement” means, as of the date of calculation, an amount equal to one-half the sum of the highest amount of principal of and interest payable on all outstanding Bonds in any one future Fiscal Year (giving effect to mandatory sinking fund redemption, if any).

“Resolution” means the Original Resolution, as amended and supplemented by this Supplemental Resolution, and as it may be further amended and supplemented in accordance with its terms.

“Resort Tax Act” means Montana Code Annotated, Title 7, Chapter 6, Part 15, as amended.

“Resort Tax Ordinances” means Ordinance No. 112, as amended and supplemented by Ordinance Nos. 113, 117, 119, 172, 201, 207, 211, 219, 222, 224, 250, 258, 264, and 272, duly adopted by the Town Council of the Town, and as may further be amended or supplemented from time to time, all as codified at Chapter 3, Section 12 of the West Yellowstone Municipal Code.

“Resort Tax Revenues” means the revenues derived from the imposition of the One Percent Resort Tax.

“Revenue Bond Account” means the account created in the Sewer System Fund established pursuant to Sections 11.1 and 11.4 of the Original Resolution.

“Revolving Fund” means the Water Pollution Control State Revolving Fund created pursuant to the State Act.

“Series 2024 Bonds” means, collectively, the Series 2024A Bond and the Series 2024B Bond.

“Series 2024A Bond” means the Subordinate Lien Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2024A, issued to the DNRC pursuant to the Original Resolution.

“Series 2024B Bond” means the Borrower’s Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2024B, issued to the DNRC pursuant to the Original Resolution.

“Series 2025 Bonds” means, collectively, the Series 2025A Bond and the Series 2025B Bond.

“Series 2025A Bond” means the \$100,000 Subordinate Lien Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2025A, issued to the DNRC to evidence the 2025A Loan.

“Series 2025B Bond” means the \$15,000,000 Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2025B, issued to the DNRC to evidence the 2025B Loan.

“Sewer System Fund” means the fund created by Section 11.1 of the Original Resolution.

“State” means the State of Montana.

“State Act” means Montana Code Annotated, Title 75, Chapter 5, Part 11, as amended from time to time.

“State Bonds” means the State’s General Obligation Bonds (Water Pollution Control State Revolving Fund Program), issued and to be issued pursuant to the Indenture.

“Subordinate Obligations” means any subordinate obligations issued under Section 10.4 of the Original Resolution, including the Series 2024A Bond and the Series 2025A Bond.

“Supplemental Resolution” means this Resolution No. _____ of the Borrower adopted on August 5, 2025.

“Surplus Account” means the account created in the Sewer System Fund established pursuant to Sections 11.1 and 11.7 of the Original Resolution.

“Surplus Net Revenues” means that portion of the Net Revenues in excess of the current requirements of the Operating Account, the Revenue Bond Account and the Reserve Account. Because Pledged Resort Tax Revenues are to be applied to paying debt service on the Bonds, it is expected that Surplus Net Revenues will be derived from remaining Gross Revenues.

“System” means the sewer system of the Borrower and all extensions, improvements and betterments thereof or hereafter constructed and acquired, including, without limitation, the 2024 Project.

“Trustee” means U.S. Bank Trust Company, National Association, in Portland, Oregon, or any successor trustee under the Indenture.

“2024 Project” means the facilities, improvements and activities financed, refinanced or the cost of which is being financed by or reimbursed to the Borrower in part with proceeds of the 2025 Loans, described in Appendix A hereto.

“2025A Committed Amount” means the amount of the 2025A Loan committed to be lent by the DNRC to the Borrower pursuant to Section 4.1 of this Supplemental Resolution, as such amount may be reduced pursuant to Section 3.2 and Section 3.4 of this Supplemental Resolution.

“2025A Loan” means the loan made to the Borrower by the DNRC pursuant to the Program in the maximum amount of the 2025A Committed Amount to provide funds to pay a portion of the costs of the 2024 Project payable under the Program.

“2025B Committed Amount” means the amount of the 2025B Loan committed to be lent by the DNRC to the Borrower pursuant to Section 4.1 of this Supplemental Resolution, as such amount may be reduced pursuant to Section 3.2 and Section 3.4 of this Supplemental Resolution.

“2025B First Advance” means the first advance of funds of the 2025B Loan by the DNRC to the Borrower in an amount of at least \$50,001.

“2025B Loan” means the loan made to the Borrower by the DNRC pursuant to the Program in the maximum amount of the 2025B Committed Amount to provide funds to pay a portion of the costs of the 2024 Project payable under the Program and to fund deposits to the Reserve Account.

“2025 Loans” or “Loan” means, collectively, the 2025A Loan and 2025B Loan.

Section 1.2 Other Rules of Construction. For all purposes of this Supplemental Resolution, except where the context clearly indicates otherwise:

(a) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted government accounting standards.

(b) Terms in the singular include the plural and vice versa.

(c) All references to time shall refer to Helena, Montana time, unless otherwise provided herein.

(d) All references to mail shall refer to first-class mail postage prepaid.

(e) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(f) “Or” is not exclusive, but is intended to permit or encompass one, more or all of the alternatives conjoined.

Section 1.3 Appendices. Attached to this Supplemental Resolution and hereby made a part hereof are the following Appendices:

Appendix A: a description of and estimated budget for the 2024 Project;

Appendix B-1: the form of the Series 2025A Bond;

Appendix B-2: the form of the Series 2025B Bond;

Appendix C: additional agreements, representations, and covenants of the Borrower; and

Appendix D: form of Compliance Certificate and Request.

ARTICLE II

AUTHORIZATION, FINDINGS, REPRESENTATIONS AND COVENANTS

Section 2.1 Authorization and Findings.

(a) Authorization. Under the Enabling Act, the Borrower is authorized to sell and issue its revenue bonds payable during a term not exceeding forty years from their date of issue, to provide funds for the reconstruction, improvement, betterment and extension of a municipal sewer system or to refund bonds issued for such purposes; provided that the bonds and the interest thereon are to be payable solely out of the net income and revenues to be derived from rates, fees and charges for the services, facilities and commodities furnished by such sewer system and any available or pledged revenues from resort taxes, and are not to create any obligation for the payment of which taxes may be levied except to pay for services provided by the sewer system to the Borrower. The Borrower has determined the Net Revenues of the System are sufficient to satisfy the requirements of Section 6.7 of the Original Resolution, which determination shall be evidenced by a certificate of coverage to be executed and delivered by the Town Manager and Finance Director at or prior to the Closing. The Council expects that the obligation of the Borrower to repay the Series 2024A Bond and the Series 2025A Bond will be forgiven in accordance with

this Resolution; therefore, for purposes of this certificate, the principal and interest payable on the Series 2024A Bond and the Series 2025A Bond are not taken into account.

In addition, under the provisions of the Resort Tax Act, the Borrower is authorized, upon the approval of the electorate of the Borrower, to cause the imposition of a resort tax on the retail value of goods and services sold within the Town by (i) hotels, motels, condominiums, vacation rentals, cabins and any other nightly or weekly lodging or camping facilities; (ii) restaurants, fast food stores, convenience stores, and other food service establishments; (iii) taverns, bars, nightclubs, lounges and other public establishments that serve beer, wine, liquor or other alcoholic beverages by the drink; (iv) groups, organizations, or temporary vendors, with or without tax exempt status; and (v) any business that sells “Luxuries” as defined in the Resort Tax Ordinances. The City may deem revenues derived from the One Percent Resort Tax to be revenues of the undertaking.

The Borrower conducted an election on the One Percent Resort Tax on November 5, 2019, pursuant to the Resort Tax Act. The election to authorize the One Percent Resort Tax passed by a vote of 238 in favor and 111 against. Under the terms of the election question, the One Percent Resort Tax is in effect commencing January 1, 2020 and ending when project costs are paid, but no later than December 1, 2045, unless extended by election.

The Resort Tax Ordinances are codified at Chapter 3.12 of the West Yellowstone Municipal Code. The One Percent Resort Tax is identified as the “additional resort tax” in the Resort Tax Ordinances. All references herein to the “One Percent Resort Tax” shall mean the “additional resort tax” as used in the Resort Tax Ordinances.

Section 3.12.140(E) of the West Yellowstone Municipal Code provides as follows:

“E. All or a portion of the tax moneys derived from any resort tax of the town or any other source of revenue authorized by the legislature to be imposed or collected by the town, including, without limitation, special assessments, may be (1) pledged by the town council to the repayment of or as security for the repayment of bonds or other obligations of the town that finance or refinance costs of eligible projects and pay costs associated with the sale, security, or issuance of the bonds or other obligations, and/or (2) appropriated to an undertaking and constitute revenue of the undertaking in a manner that does not result in an undertaking being considered not self-supporting and be pledged to the repayment of bonds or other obligations of the town as part of the undertaking. The terms, conditions, and effect of the pledge and/or the appropriation and pledge shall be as set forth in a resolution or resolutions of the town council authorizing the bonds or other obligations. The pledge and/or the appropriation and pledge shall be binding on and enforceable against the town in accordance with the terms of the pledge and/or appropriation and pledge as set forth in the resolution or resolutions of the town council.”

The Original Resolution, as supplemented by this Supplemental Resolution, is a resolution that authorizes bonds or other obligations and that sets forth, in particular in Sections 6.8 and 6.9 of the Original Resolution and in Section 5.6 of this Supplemental Resolution, the terms, conditions, and effect of the pledge and/or the appropriation and pledge with regard to the

Bonds. Pursuant to the Resort Tax Ordinances, the pledge and/or the appropriation and pledge of the Pledged Resort Tax Revenues set forth in the Original Resolution and this Supplemental Resolution shall be binding and enforceable against the Borrower to the full extent set forth in Section 3.12.140 of the West Yellowstone Municipal Code.

Finally, by this Resolution and as contemplated by the Resort Tax Ordinances, the Pledged Resort Tax Revenues are pledged and appropriated to an undertaking, which, in accordance with Section 7-7-4402 of the Enabling Act, includes a sewer system of a municipality. As provided in Section 7-7-4424 of the Enabling Act, the One Percent Resort Tax that gives rise to the Pledged Resort Tax Revenues are approved, levied, and appropriated to an undertaking in compliance with Sections 7-16-1501 through 7-16-1509 of the Resort Tax Act and constitute revenue of the sewer system undertaking and may not result in such undertaking not being self-supporting.

(b) The System. The Borrower, pursuant to the Enabling Act and other laws of the State, has established and presently owns and operates the System.

(c) The 2024 Project. After investigation of the facts and as authorized by the Enabling Act, this Council has determined it to be necessary and desirable and in the best interests of the Borrower to construct the 2024 Project.

(d) Outstanding Bonds. Pursuant to the Enabling Act and the Resolution, the Borrower has outstanding its Series 2024B Bond, which was issued to finance improvements to the System. The Series 2024B Bond is a parity Bond payable from and secured by Net Revenues of the System. No other bonds or indebtedness are currently outstanding that are payable from Net Revenues of the System.

(e) Additional Bonds. The Borrower reserved the right under Section 10.3 of the Original Resolution to issue additional Bonds payable from the Revenue Bond Account of the Sewer System Fund on a parity as to both principal and interest with the outstanding Bonds under certain conditions, including the requirement that the Net Revenues of the System for the last complete Fiscal Year preceding the date of issuance of such additional Bonds, adjusted as provided in Section 10.3 of the Original Resolution, equal at least 110% of the maximum amount of principal and interest payable from the Revenue Bond Account in any future Fiscal Year during the term of the outstanding Bonds, on all Bonds then outstanding and on the additional Bonds proposed to be issued.

For the purpose of the foregoing computation, the Net Revenues for the Fiscal Year preceding the issuance of the additional Bonds shall be those shown by the financial reports caused to be prepared by the Borrower pursuant to the Original Resolution, except that if the rates and charges for services provided by the System or finally authorized to go into effect within 60 days after the issuance of the additional Bonds have been changed since the beginning of such preceding Fiscal Year, then the rates and charges in effect at the time of issuance of the additional Bonds shall be applied to the quantities of service actually rendered and made available during such preceding Fiscal Year to ascertain the gross revenues, from which there shall be deducted to determine the Net Revenues, the actual operation and maintenance cost plus any additional annual costs of operation and maintenance the Town or its engineer estimate will be incurred because of

the improvement or extension of the System to be constructed from the proceeds of the additional Bonds proposed to be issued. In no event shall any additional Bonds be issued and made payable from the Revenue Bond Account if the Borrower is then in default in any payment of principal of or interest on any outstanding Bonds payable therefrom, or if there then exists any deficiency in the balances required by the Original Resolution to be maintained in any of the accounts of the Fund, which will not be cured or restored upon the issuance of the additional Bonds.

In addition, the Borrower reserved the right under Section 10.4 of the Original Resolution to issue Subordinate Obligations. For the purposes of the determination and certificate described in the following paragraph, principal of and interest on the Series 2024A Bond and the Series 2025A Bond are disregarded.

Based on the Net Revenues for the Fiscal Year ended June 30, 2025, it is hereby determined that the Borrower is authorized to issue the Series 2025A Bond as a Subordinate Obligation in the maximum principal amount of \$100,000 and the Series 2025B Bond as an additional Bond in the maximum principal amount of \$15,000,000, and the Mayor and Finance Director are authorized and directed to execute and deliver a certificate to that effect in connection with the Closing.

The Borrower acknowledges and agrees that if it fails to deliver timely an acceptable Compliance Certificate and Request as provided in Section 5.1 of this Supplemental Resolution as determined in the sole and complete discretion of the DNRC, then principal and interest and surcharges will become due and owing on the Series 2025A Bond as provided in Section 5.1 of this Supplemental Resolution, and the Borrower shall thereupon, and in any event no later than three (3) months after delivery of a Noncompliance Statement, to the extent required by Section 6.7 of the Original Resolution, adjust its schedule of fees, rates, and charges applicable to the System to cause Net Revenues and Surplus Net Revenues to be produced in an amount at least equal to that required by the Resolution.

Section 2.2 Representations. The Borrower represents as follows:

(a) Organization and Authority. The Borrower:

- (1) is duly organized and validly existing as a municipal corporation and political subdivision of the State;
- (2) has all requisite power and authority and all necessary licenses and permits required as of the date hereof to own and operate the System and to carry on its current activities with respect to the System, to adopt this Supplemental Resolution and to enter into the Collateral Documents and to issue the Series 2025 Bonds and to carry out and consummate all transactions contemplated by this Supplemental Resolution, the Series 2025 Bonds and the Collateral Documents;
- (3) is a Governmental Unit and a Public Entity; and
- (4) has taken all proper action to authorize the execution, delivery and performance of its obligations under this Supplemental Resolution, the Series 2025

Bonds and the Collateral Documents and the incurrence of the Debt evidenced by the Series 2025 Bonds in the maximum amount of the Committed Amount.

(b) Litigation. There is no litigation or proceeding pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower in any court or before or by any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the existence, corporate or otherwise, of the Borrower, or the ability of the Borrower to make all payments and otherwise perform its obligations under this Supplemental Resolution, the Series 2025 Bonds and the Collateral Documents, or the financial condition of the Borrower, or the transactions contemplated by this Supplemental Resolution, the Series 2025 Bonds and the Collateral Documents or the validity and enforceability of this Supplemental Resolution, the Series 2025 Bonds and the Collateral Documents. No referendum petition has been filed with respect to any resolution or other action of the Borrower relating to the 2024 Project, the Series 2025 Bonds or any Collateral Documents.

(c) Borrowing Legal and Authorized. The adoption of this Supplemental Resolution, the execution and delivery of the Series 2025 Bonds and the Collateral Documents and the consummation of the transactions provided for in this Supplemental Resolution, the Series 2025 Bonds and the Collateral Documents and compliance by the Borrower with the provisions of this Supplemental Resolution, the Series 2025 Bonds and the Collateral Documents:

(1) are within the powers of the Borrower and have been duly authorized by all necessary action on the part of the Borrower; and

(2) do not and will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Borrower pursuant to any ordinance, resolution, indenture, loan agreement or other agreement or instrument (other than this Supplemental Resolution and any Collateral Documents) to which the Borrower is a party or by which the Borrower or its property may be bound, nor will such action result in any violation of the provisions of the charter or similar document, if applicable, of the Borrower, or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Borrower, its properties or operations are subject.

(d) No Defaults. No event has occurred and no condition exists that, upon execution and delivery of the Series 2025 Bonds and the Collateral Documents, would constitute a default under the Resolution or the Collateral Documents. The Borrower is not in violation of any term of any agreement, bond resolution, trust indenture, charter or other instrument to which it is a party or by which it or its property may be bound which violation would materially and adversely affect the transactions contemplated hereby or the compliance by the Borrower with the terms of the Resolution or of the Series 2025 Bonds and the Collateral Documents.

(e) Governmental Consent. The Borrower has obtained or made all permits, findings and approvals required to the date of adoption of this Supplemental Resolution by any governmental body or officer for the making and performance by the Borrower of its obligations under this Supplemental Resolution, the Series 2025 Bonds and the Collateral Documents or for the 2024 Project, the financing or refinancing thereof or the reimbursement of the Borrower for

the costs thereof. No consent, approval or authorization of, or filing, registration or qualification with, any governmental authority (other than those, if any, already obtained) is required on the part of the Borrower as a condition to adopting this Supplemental Resolution, issuing the Series 2025 Bonds or entering into the Collateral Documents and the performance of the Borrower's obligations hereunder and thereunder.

(f) Binding Obligation. This Supplemental Resolution, the Series 2025 Bonds and any Collateral Document to which the Borrower is a party are the valid and binding special, limited obligations and agreements of the Borrower, enforceable against the Borrower in accordance with their terms, except to the extent that the enforceability thereof may be limited by laws relating to bankruptcy, moratorium, reorganization, insolvency or similar laws affecting creditors' rights and general principles of equity.

(g) The 2024 Project. The 2024 Project consists and will consist of the facilities, improvements and activities described in Appendix A, as such Appendix A may be amended from time to time in accordance with Article III of this Supplemental Resolution.

(h) Full Disclosure. There is no fact that the Borrower has not specifically disclosed in writing to the DNRC that materially and adversely affects or (so far as the Borrower can now foresee), except for pending or proposed legislation or regulations that are a matter of general public information, that will materially and adversely affect the properties, operations and finances of the System, the Borrower's status as a Public Entity and Governmental Unit, its ability to own and operate the System in the manner it is currently owned and operated or the Borrower's ability to perform its obligations under this Supplemental Resolution, the Series 2025 Bonds and the Collateral Documents and to pledge any revenues or other property pledged to the payment of the Series 2025 Bonds.

(i) Compliance With Law. The Borrower:

(1) is in compliance with all laws, ordinances, governmental rules and regulations and court or other governmental orders, judgments and decrees to which it is subject and which are material to the properties, operations and finances of the System or its status as a Public Entity and Governmental Unit; and

(2) has obtained all licenses, permits, franchises or other governmental authorizations necessary to the ownership of the System and the operation thereof and agrees to obtain all such licenses, permits, franchises or other governmental authorizations as may be required in the future for the System and the operation thereof, which failure to obtain might materially and adversely affect the ability of the Borrower to conduct the operation of the System as presently conducted or the condition (financial or otherwise) of the System or the Borrower's ability to perform its obligations under this Supplemental Resolution, the Series 2025 Bonds and the Collateral Documents.

Section 2.3 Covenants.

(a) Insurance. In addition to the requirements of Section 2.2 of the Original Resolution, the Borrower at all times shall keep and maintain with respect to the System property and

casualty insurance and liability insurance with financially sound and reputable insurers, or self-insurance as authorized by State law, against such risks and in such amounts, and with such deductible provisions, as are customary in the State in the case of entities of the same size and type as the Borrower and similarly situated and shall carry and maintain, or cause to be carried and maintained, and pay or cause to be paid timely the premiums for all such insurance. Nothing herein shall be construed to prohibit or preclude the Borrower from self-insuring or participating in a self-insurance program in compliance with the provisions of Montana law. All such insurance policies shall name the DNRC as an additional insured to the extent permitted under the policy or program of insurance of the Borrower. Each policy must provide that it cannot be cancelled by the insurer without giving the Borrower and the DNRC 30 days' prior written notice. The Borrower shall give the DNRC prompt notice of each insurance policy it obtains or maintains to comply with this Section 2.3(a) and of each renewal, replacement, change in coverage or deductible under or amount of or cancellation of each such insurance policy and the amount and coverage and deductibles and carrier of each new or replacement policy. Such notice shall specifically note any adverse change as being an adverse change. The Borrower shall deliver to the DNRC at Closing a certificate providing the information required by this Section 2.3(a).

(b) Right of Inspection and Notice of Change of Location. The DNRC, the DEQ and the EPA and their designated agents shall have the right at all reasonable times during normal business hours and upon reasonable notice to enter into and upon the property of the Borrower for the purpose of inspecting the System or any or all books and records of the Borrower relating to the System.

(c) Further Assurance. The Borrower shall execute and deliver to the DNRC all such documents and instruments and do all such other acts and things as may be necessary or required by the DNRC to enable the DNRC to exercise and enforce its rights under this Supplemental Resolution, the Series 2025 Bonds and the Collateral Documents and to realize thereon, and record and file and re-record and refile all such documents and instruments, at such time or times, in such manner and at such place or places, all as may be necessary or required by the DNRC to validate, preserve and protect the position of the DNRC under this Supplemental Resolution, the Series 2025 Bonds and the Collateral Documents.

(d) Maintenance of Security; Recordation of Interest.

(1) The Borrower shall, at its expense, take all necessary action to maintain and preserve the lien and security interest of this Supplemental Resolution and the Collateral Documents so long as any amount is owing under this Supplemental Resolution or the Series 2025 Bonds;

(2) The Borrower shall forthwith, after the execution and delivery of the Series 2025 Bonds and thereafter from time to time, cause this Supplemental Resolution and any Collateral Documents granting a security interest in revenues or real or personal property and any financing statements or other notices or documents relating thereto to be filed, registered and recorded in such manner and in such places as may be required by law in order to perfect and protect fully the lien and security interest hereof and thereof and the security interest in them granted by this Supplemental Resolution and, from time

to time, shall perform or cause to be performed any other act required by law, including executing or causing to be executed any and all required continuation statements and shall execute or cause to be executed any further instruments that may be requested by the DNRC for such perfection and protection; and

(3) Except to the extent it is exempt therefrom, the Borrower shall pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of the documents described in subparagraph (2), and all federal or state fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Series 2025 Bonds and the Collateral Documents and the documents described in subparagraph (2).

(e) Additional Agreements. The Borrower covenants to comply with all representations, covenants, conditions and agreements, if any, set forth in Appendix C hereto.

(f) Financial Information. In addition to the covenants in Section 2.2(e) of the Original Resolution, the Borrower agrees that for each Fiscal Year it shall furnish to the DNRC and the DEQ, promptly when available:

(1) the preliminary budget for the System, with items for the 2024 Project shown separately; and

(2) when adopted, the final budget for the System, with items for the 2024 Project shown separately.

The Borrower will cause proper and adequate books of record and account to be kept showing complete and correct entries of all receipts, disbursements and other transactions relating to the System, the Gross Revenues derived from its operation, and the segregation and application of the Gross Revenues in accordance with this Resolution, in such reasonable detail as may be determined by the Borrower in accordance with generally accepted governmental accounting practice and principles. It will cause such books to be maintained on the basis of the same Fiscal Year as that utilized by the Borrower. The Borrower shall, within 365 days after the close of each Fiscal Year, cause to be prepared and supply to the DNRC a financial report with respect to the System for such Fiscal Year.

To the extent the Borrower is required under state or federal law to have an audit report prepared by an independent certified public accountant or an agency of the state in accordance with generally accepted governmental accounting principles, the Borrower shall provide such audit report to the DNRC and the DEQ, within 365 days of the close of the Fiscal Year.

(g) Project Accounts. The Borrower shall maintain Project Accounts in accordance with generally accepted government accounting standards, and as separate accounts, as required by Section 602(b)(9) of the Clean Water Act.

(h) Records. After reasonable notice from the EPA or the DNRC, the Borrower shall make available to the EPA or the DNRC such records as the EPA or the DNRC reasonably requires

to review and determine compliance with the Clean Water Act, as provided in Section 606(e) of the Clean Water Act.

(i) Compliance with Clean Water Act. The Borrower has complied and shall comply with all conditions and requirements of the Clean Water Act pertaining to the 2025 Loans and the 2024 Project and shall maintain sufficient financial, managerial and technical capability to continue to effect such compliance.

(j) Program Covenant. The Borrower agrees that neither it nor any “related person” to the Borrower (within the meaning of Section 147(a)(2) of the Code) shall, whether pursuant to a formal or informal arrangement, acquire bonds issued by the State under the Indenture in an amount related to the amount of the Series 2025 Bonds.

Section 2.4 Covenants Relating to the Tax-Exempt Status of the State Bonds.

(a) The Borrower covenants and agrees that it will not use or permit to be used any of the proceeds of the Series 2025 Bonds or any other funds of the Borrower in respect of the 2024 Project or the Series 2025 Bonds, directly or indirectly, in a manner that would cause, or take any other action that would cause, any State Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code or would otherwise cause the interest on the State Bonds to be included in gross income for purposes of federal income taxation.

(b) The Borrower agrees that it will not enter into, or allow any “related person” (as defined in Section 147(a)(2) of the Code) to enter into, any arrangement, formal or informal, for the purchase of the State Bonds or any other obligations of the DNRC in an amount related to the amount of the 2025 Loans or the portion of the 2025 Loans derived directly or indirectly from proceeds of the State Bonds or that would otherwise cause any State Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code.

(c) The Borrower shall not use or permit the use of the 2024 Project directly or indirectly in any trade or business carried on by any Person who is not a Governmental Unit. For the purpose of this subparagraph, use as a member of the general public (within the meaning of the Regulations) shall not be taken into account and any activity carried on by a Person other than a natural person shall be treated as a trade or business.

(d) Any portion of the 2024 Project being refinanced or the cost of which is being reimbursed was acquired by and is now and shall, during the term of the 2025 Loans, be owned by the Borrower and not by any other Person. Any portion of the 2024 Project being financed shall be acquired by and shall, during the term of the 2025 Loans, be owned by the Borrower and not by any other Person. Notwithstanding the previous two sentences, the Borrower may transfer the 2024 Project or a portion thereof to another Governmental Unit which is also a Public Entity if such transfer is otherwise permitted under the Resolution and if such organization agrees with the DNRC to comply with Section 2.3(h), Section 2.3(i) and Section 2.4 of this Supplemental Resolution and if the DNRC receives an Opinion of Bond Counsel that such transfer will not violate the State Act or the Clean Water Act or adversely affect the exclusion of interest on the State Bonds from gross income or purposes of federal income taxation. In addition, except as otherwise provided in the Resolution or in any Collateral Documents, the Borrower may sell or

otherwise dispose of any portion of the 2024 Project which has become obsolete or outmoded or is being replaced or for other reasons is not needed by the Borrower or beneficial to the general public or necessary to carry out the purposes of the Clean Water Act.

(e) At the Closing of the 2025 Loans, the DNRC will, if necessary to obtain the Opinion of Bond Counsel described in Section 7.05(a) of the Indenture, deliver to the Borrower instructions concerning compliance by the Borrower with the arbitrage rebate requirements of Section 148 of the Code (the “Arbitrage Rebate Instructions”). The Borrower shall comply with the Arbitrage Rebate Instructions, if any, delivered to it by the DNRC at Closing, as such Instructions may be amended or replaced by the DNRC from time to time. The Arbitrage Rebate Instructions may be amended or replaced by new Arbitrage Rebate Instructions delivered by the DNRC and accompanied by an Opinion of Bond Counsel to the effect that the use of said amended or new Arbitrage Rebate Instructions will not adversely affect the excludability of interest on the State Bonds or any Additional State Bonds (except State Bonds the interest on which the State did not intend to be excluded from gross income for federal income tax purposes) from gross income of the recipients thereof for federal income tax purposes.

(f) The Borrower agrees that during the term of the 2025 Loans it will not contract with or permit any Private Person to manage the 2024 Project or any portion thereof except according to a written management contract and upon delivery to the DNRC of an Opinion of Bond Counsel to the effect that the execution and delivery of such management contract will not violate the State Act or the Clean Water Act or adversely affect the exclusion of interest on State Bonds from gross income or purposes of federal income taxation.

(g) The Borrower may not lease the 2024 Project or any portion thereof to any Person other than a Nonexempt Person which agrees in writing with the Borrower and the State not to cause any default to occur under the Resolution; provided the Borrower may lease all or any portion of the 2024 Project to a Nonexempt Person pursuant to a lease which in the Opinion of Bond Counsel delivered to the DNRC will not cause the interest on the State Bonds to be included in gross income for purposes of federal income taxation.

(h) The Borrower shall not change the use or nature of the 2024 Project if (i) such change will violate the Clean Water Act, or (ii) so long as the State Bonds are outstanding unless, in the Opinion of Bond Counsel delivered to the DNRC, such change will not result in the inclusion in gross income of interest on the State Bonds for federal income tax purposes.

Section 2.5 Maintenance of System; Liens. The Borrower shall maintain the System, including the 2024 Project, in good condition and make all necessary renewals, replacements, additions, betterments and improvements thereto. The Borrower shall not grant or permit to exist any lien on the 2024 Project or any other property making up part of the System, other than liens securing Debt where a parity or senior lien secures the Series 2025 Bonds; provided that this Section 2.5 shall not be deemed to be violated if a mechanic’s or contractor’s lien is filed against any such property so long as the Borrower uses its best efforts to obtain the discharge of such lien and promptly reports to the DNRC the filing of such lien and the steps it plans to take and does take to discharge of such lien.

Section 2.6 Maintenance of Existence; Merger, Consolidation, Etc.; Disposition of Assets. The Borrower shall maintain its corporate existence, except that it may consolidate with or merge into another Governmental Unit or permit one or more Governmental Units to consolidate with or merge into it or may transfer all or substantially all of its assets to another Governmental Unit and then dissolve if the surviving, resulting or transferee entity (if other than the Borrower) (i) is a Public Entity and (ii) assumes in writing all of the obligations of the Borrower under the Resolution, the Series 2025 Bonds and the Collateral Documents, and (a) such action does not result in any default in the performance or observance of any of the terms, covenants or agreements of the Borrower under the Resolution, the Series 2025 Bonds and the Collateral Documents, (b) such action does not violate the State Act or the Clean Water Act and does not adversely affect the exclusion of interest on the Series 2025 Bonds or the State Bonds from gross income for federal income tax purposes and (c) the Borrower delivers to the DNRC on the date of such action an Opinion of Bond Counsel that such action complies with this Section 2.6.

Other than pursuant to the preceding paragraph, the Borrower shall not transfer the System or any portion thereof to any other Person, except for property which is obsolete, outmoded, worn out, is being replaced or otherwise is not needed for the operation of the System, unless the provisions of (a) and (b) of the preceding paragraph are satisfied and the Borrower delivers to the DNRC an Opinion of Bond Counsel to that effect and, in addition, the DNRC consents to such transfer.

ARTICLE III

USE OF PROCEEDS; THE 2024 PROJECT

Section 3.1 Use of Proceeds. The Borrower shall apply the proceeds of the 2025 Loans solely as follows:

(a) The Borrower shall apply the proceeds of the 2025 Loans solely to the financing, refinancing or reimbursement of a portion of the costs of the 2024 Project, to funding deposits to the Reserve Account, and to paying costs of issuing the Series 2025 Bonds, as set forth in Appendix A hereto and this Section 3.1. The 2025 Loans will be disbursed in accordance with ARTICLE IV hereof and Article VII of the Indenture. If the 2024 Project has not been completed prior to Closing, the Borrower shall, as quickly as reasonably possible, complete the 2024 Project and expend proceeds of the 2025 Loans to pay a portion of the costs of completing the 2024 Project.

(b) No portion of the proceeds of the 2025 Loans shall be used to reimburse the Borrower for costs of a Project the construction or acquisition of which occurred or began earlier than March 7, 1985. In addition, if any proceeds of the 2025 Loans are to be used to reimburse the Borrower for 2024 Project costs paid prior to the date of adoption of this Supplemental Resolution, the Borrower shall have complied in respect of such expenditures with the requirements of Section 1.150-2 of the Regulations or any successor regulation thereto.

(c) Any Debt to be refinanced with proceeds of the 2025 Loans was incurred after March 7, 1985, or with respect to a Project the construction or acquisition of which began after March 7, 1985. No proceeds of the 2025 Loans shall be used for the purpose of refinancing an obligation the interest on which is exempt from federal income tax or excludable from gross

income for purposes of federal income taxation unless the DNRC has received an Opinion of Bond Counsel, satisfactory to it, to the effect that such refinancing will not adversely affect the exclusion of interest on the State Bonds from gross income for purposes of federal income taxation.

Section 3.2 The 2024 Project. Set forth in Appendix A to this Supplemental Resolution is a description of the 2024 Project, which describes the property which has been or is to be acquired, installed, constructed or improved and the other activities, if any to be funded from the 2025 Loans (the 2024 Project may consist of more than one facility or activity), and an estimated budget relating to the 2024 Project. The 2024 Project may be changed and the description thereof in Appendix A may be amended from time to time by the Borrower but only after delivery to the DNRC of the following:

(a) A certificate of the Borrower setting forth the amendment to Appendix A and stating the reason therefor, including statements as to whether the amendment would cause an increase or decrease in the cost of the 2024 Project, an increase or decrease in the amount of proceeds of the 2025 Loans which will be required to complete the 2024 Project and whether the change will materially accelerate or delay the construction schedule for the 2024 Project;

(b) A written consent to such change in the 2024 Project by an Authorized DNRC Officer; and

(c) An Opinion or Opinions of Bond Counsel stating that the 2024 Project, as constituted after such amendment, is, and was at the time the State Bonds were issued, eligible for financing under the State Act and is, and was at the time the Series 2025 Bonds were issued, eligible for financing under the Enabling Act, such amendment will not violate the State Act or the Enabling Act and such amendment will not adversely affect the exclusion of interest on the State Bonds or the Series 2025 Bonds from gross income for purposes of federal income taxation. Such an Opinion of Bond Counsel shall not be required for amendments which do not affect the type of facility to be constructed or activity to be financed.

The Borrower acknowledges and agrees that an increase in the principal amount of the 2025 Loans may be made only upon an application to the DEQ, the DNRC and the Trustee, in such form as the DEQ shall specify, which is approved by the DEQ and the DNRC, in their sole and absolute discretion, and adoption by the governing body of the Borrower of a Supplemental Resolution authorizing the additional loan and delivery of written certifications by officers of the Borrower to the DEQ, the DNRC and the Trustee to the effect that all representations and covenants contained in this Supplemental Resolution as it may be so amended or supplemented are true as of the date of closing of the additional loan and compliance with applicable test for the incurrence of such debt. No assurance can be given that any additional loan funds will be available under the Program at the time of any such application or thereafter. The Borrower acknowledges and agrees that neither the DEQ, the DNRC, the Trustee nor any of their agents, employees or representatives shall have any liability to the Borrower and have made no representations to the Borrower as to the sufficiency of the 2025 Loans to pay costs of the 2024 Project or as to the availability of additional funds under the Program to increase the principal amount of the 2025 Loans.

Section 3.3 2024 Project Representations and Covenants. The Borrower hereby represents to and covenants with the DNRC that:

(a) all construction of the 2024 Project has complied and will comply with all federal and state standards, including, without limitation, EPA regulations and standards;

(b) all future construction of the 2024 Project will be done only pursuant to fixed price construction contracts. The Borrower shall obtain a performance and payment bond from the contractor for each construction contract in the amount of 100% of the construction price and ensure that such bond is maintained until construction is completed to the Borrower's, the DNRC's and the DEQ's satisfaction;

(c) all future construction of the 2024 Project will be done in accordance with plans and specifications on file with the DNRC and the DEQ, provided that changes may be made in such plans and specifications with the written consent of an Authorized DNRC Officer and the DEQ;

(d) all laborers and mechanics employed by contractors and subcontractors on the 2024 Project have been and will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code, as amended;

(e) in the event the 2024 Project is required to comply with the American iron and steel provisions of the 2014 Act (defined below), all the iron and steel products used in the 2024 Project are produced in the United States in compliance with and within the meaning of the "American Iron and Steel" provisions of Section 436 of the Consolidated Appropriations Act of 2014 (P.L. 113-76), as amended (the "2014 Act"), as those provisions are further interpreted by applicable EPA guidance, except to the extent waivers to the American Iron and Steel requirements of the 2014 Act have been granted by the EPA;

(f) in the event the 2024 Project is required to comply with the provisions of BABA (defined below), all iron and steel, manufactured products, and construction materials used in the 2024 Project are produced in the United States in compliance with and within the meaning of the provisions of the Build America, Buy America Act ("BABA") of the Infrastructure Investment and Jobs Act (P.L. 117-58, div. G, title IX, Nov. 15, 2021, 135 Stat. 1294, as amended by P.L. 117-67, div. B, title II, §10254, Aug. 9, 2022, 136 Stat. 1502, and as further amended), such provisions being at Sec. 70901 et seq. of the Infrastructure Investment and Jobs Act, as those provisions are further interpreted by applicable EPA guidance, except to the extent waivers to the requirements of BABA have been granted by the EPA;

(g) the 2024 Project is a project of the type permitted to be financed under the Enabling Act, the State Act and the Program and Title VI of the Clean Water Act; and

(h) the Borrower has commenced construction on the 2024 Project and will cause the 2024 Project to be completed as promptly as practicable with all reasonable dispatch, except only as completion may be delayed by a cause or event not reasonably within the control of the

Borrower; it is estimated by the Borrower that the 2024 Project will be substantially completed by December 31, 2026.

Section 3.4 Completion or Cancellation or Reduction of Costs of the 2024 Project.

(a) Upon completion of the 2024 Project, the Borrower shall deliver to the DNRC a certificate stating that the 2024 Project is complete and stating the remaining amount, if any, of the Committed Amount. If Appendix A describes two or more separate projects as making up the 2024 Project, a separate completion certificate shall be delivered for each.

(b) If all or any portion of the 2024 Project is cancelled or reduced or its costs are reduced or for any other reason the Borrower will not require the full Committed Amount, the Borrower shall promptly notify the DNRC in writing of such fact and the amount of the Committed Amount that will not be needed.

(c) The Borrower may not request an advance on the 2025 Loans after the date that is 180 days following the date of substantial completion of the 2024 Project (such date, the “Loan Close Out Date”), and by no later than the Loan Close Out Date, the DNRC and the DEQ will close out and cease administering the 2025 Loans, unless an extension is granted in writing by and in the sole discretion of the DEQ.

ARTICLE IV

THE 2025 LOANS

Section 4.1 The 2025 Loans; Disbursement of 2025 Loans.

(a) The DNRC has agreed to lend to the Borrower, from time to time as the requirements of this Section 4.1 are met, an amount up to (i) \$100,000 (the “2025A Committed Amount”) for the purposes of financing, refinancing or reimbursing the Borrower for a portion of the costs of the 2024 Project, and (ii) \$15,000,000 (the “2025B Committed Amount”) for the purposes of financing, refinancing or reimbursing the Borrower for a portion of the costs of the 2024 Project, paying costs of issuing the Series 2025 Bonds, and funding deposits to the Reserve Account; provided the DNRC shall not be required to disburse any proceeds of the 2025 Loans to the Borrower after the Loan Close Out Date. The Committed Amount may be reduced as provided in Sections 3.2 and 3.4 of this Supplemental Resolution.

(b) The DNRC intends to disburse the 2025 Loans through the Trustee. In consideration of the issuance of the Series 2025 Bonds by the Borrower, the DNRC shall make, or cause the Trustee to make, a disbursement of all or a portion of the 2025 Loans upon receipt of the following documents:

(1) an Opinion of Bond Counsel as to the Series 2025A Bond and an Opinion of Bond Counsel as to the validity and enforceability of the Series 2025B Bond and the security therefor and stating in effect that interest on the Series 2025B Bond is not includable in gross income of the owner thereof for purposes of federal income taxation, in form and substance satisfactory to the DNRC;

(2) the Series 2025A Bond and the Series 2025B Bond, fully executed and authenticated;

(3) a certified copy of the Original Resolution, as amended to date, and this Supplemental Resolution;

(4) any other security instruments or documents required by the DNRC or DEQ as a condition to their approval of the 2025 Loans;

(5) if all or part of a Loan is being made to refinance a Project or reimburse the Borrower for the costs of a Project paid prior to the applicable Closing, evidence, satisfactory to the DNRC and the Bond Counsel referred to in subparagraph (1) above, (A) that the acquisition or construction of the Project was begun no earlier than March 7, 1985 or the debt was incurred no earlier than March 7, 1985, (B) of the Borrower's title to the Project, (C) of the costs of such Project and that such costs have been paid by the Borrower, and (D) if such costs were paid before adoption of this Supplemental Resolution, that the Borrower has complied with Section 1.150-2 of the Regulations;

(6) the items required by the Indenture for the portion of the 2025 Loans to be disbursed at Closing; and

(7) such other certificates, documents and other information as the DNRC, the DEQ or Bond Counsel may require (including any necessary arbitrage rebate instructions).

(c) In order to obtain a disbursement of a portion of the 2025 Loans to pay costs of the 2024 Project, the Borrower shall submit to the DNRC and the Trustee a signed request for disbursement on the form prescribed by the DNRC, with all attachments required by such form. The Borrower may obtain disbursements only for costs which have been legally incurred and are due and payable. All Loan disbursements will be made to the Borrower only upon proof that cost was incurred.

(d) From and after the 2025B First Advance, the 2025 Loans shall be disbursed as follows:

(1) First, the total amount of each advance will be split substantially equally between the 2025A Loan and the 2025B Loan, until the entire amount of the 2025A Loan is advanced; provided that the initial advance shall include the 2025B First Advance.

(2) Second, after the full amount of the 2025A Loan is advanced, all advances will be only from the 2025B Loan.

(e) The Borrower shall submit the request for the 2025B First Advance in the form required by the DNRC so that it is received in sufficient time for the DNRC to process the information by the date desired by the Borrower for the making of the 2025B First Advance. The Borrower shall not be entitled to, and the DNRC shall have no obligation to make, the

2025B First Advance or any subsequent advance of the 2025B Loan until such time as the Borrower shall have set aside and funded the Reserve Account in an amount then required to satisfy the Reserve Requirement.

(f) For refinancings, a disbursement schedule complying with the requirements of the Clean Water Act shall be established by the DNRC and the Borrower at Closing.

(g) If all or a portion of the 2025 Loans is made to reimburse a Borrower for Project costs paid by it prior to Closing, the Borrower shall present at Closing the items required by Section 4.1(b) of this Supplemental Resolution relating to such costs. The Trustee shall disburse such amounts to the Borrower pursuant to a disbursement schedule complying with the requirements of the Clean Water Act established by the DNRC and the Borrower at the Closing.

(h) Notwithstanding anything else provided herein, the Trustee shall not be obligated to disburse the 2025 Loans any faster or to any greater extent than it has available EPA Capitalization Grants, Bond proceeds and other amounts available therefor in the Revolving Fund. The DNRC shall not be required to do “overmatching” pursuant to Section 5.04(b) of the Indenture, but may do so in its discretion. The Borrower acknowledges that if 2024 Project costs are incurred faster than the Borrower projected at Closing, there may be delays in making 2025 Loan disbursements for such costs because of the schedule under which EPA makes EPA Capitalization Grant money available to the DNRC. The DNRC will use its reasonable best efforts to obtain an acceleration of such schedule if necessary.

(i) Upon making each 2025A Loan disbursement and 2025B Loan disbursement, the Trustee shall note such disbursement on Schedule A to the Series 2025A Bond and the Series 2025B Bond, respectively. A Schedule A reflecting the amount of the 2025B First Advance will first be attached to the Series 2025B Bond at Closing.

(j) The Borrower agrees that it will deposit in the Reserve Account upon receipt thereof, on the date of the 2025B First Advance and any subsequent disbursement dates, any proceeds of the 2025B Loan, borrowed for the purpose of increasing the balance in the Reserve Account to the Reserve Requirement. The Borrower further acknowledges and agrees that any portions of the 2025 Loans representing capitalized interest shall be advanced only on Payment Dates and shall be transferred by the Trustee on the Payment Date directly to the Revenue Bond Account. The amount of any such transfer shall be a credit against the interest payments due on the Series 2025 Bonds and interest thereon shall accrue only from the date of transfer.

(k) Compliance by the Borrower with its representations, covenants and agreements contained in the Original Resolution, including this Supplemental Resolution, and the Collateral Documents shall be a further condition precedent to the disbursement of the 2025 Loans in whole or in part. The DNRC and the Trustee, in their sole and absolute discretion, may make one or more disbursements, in whole or in part, notwithstanding such noncompliance, and without liability to make any subsequent disbursement of the 2025 Loans.

Section 4.2 Commencement of Loan Term. The Borrower’s obligations under this Supplemental Resolution and the Collateral Documents shall commence on the date hereof unless otherwise provided in this Supplemental Resolution. However, the obligation to make payments

under Article V hereof shall commence only upon the first disbursement by the Trustee of the proceeds of the 2025 Loans.

Section 4.3 Termination of Loan Term. The Borrower's obligations under this Supplemental Resolution and the Collateral Documents in respect of the Series 2025 Bonds shall terminate upon payment in full of all amounts due under the Series 2025 Bonds and this Supplemental Resolution; provided, however, that the covenants and obligations provided in Article VI and 4.01 of this Supplemental Resolution shall survive the termination of this Supplemental Resolution.

Section 4.4 Loan Closing Submissions. On or prior to the Closing, the Borrower will have delivered to the DNRC and the Trustee the closing submissions required by Section 7.05 of the Indenture.

ARTICLE V

REPAYMENT OF 2025 LOANS

Section 5.1 Repayment of 2025 Loans. The Borrower shall repay the amounts lent to it pursuant to Section 4.1 hereof in accordance with this Section 5.1.

5.1.1. Interest and Surcharges. Until a Determination Statement is delivered by the DNRC to the Borrower and so long as the Borrower's obligation to repay the principal of the 2025A Loan is forgiven as provided in Section 5.1.2 below, amounts disbursed by the DNRC under Section 4.1 hereof that are evidenced by the Series 2025A Bond bear interest at the rate of zero percent (0.00%) per annum from the date of each advance; provided, however, if the DNRC delivers to the Borrower a Noncompliance Statement, then all principal of the Series 2025A Bond advanced by the DNRC shall be payable and amounts disbursed by the DNRC under Section 4.1 hereof that are evidenced by the Series 2025A Bond shall bear interest at the rate of two percent (2.00%) per annum and in addition the Borrower shall pay the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge from the date of each advance under the Series 2025A Bond. The Series 2025B Bond shall bear interest at the rate of two percent (2.00%) per annum and the Borrower shall pay the Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the outstanding principal amounts of the 2025B Loan from the date of each advance. For purposes of this Supplemental Resolution and the Program, with respect to the 2025A Loan (if a Noncompliance Statement is delivered) and the 2025B Loan, the term "interest on the 2025 Loans" or "interest on the 2025A Loan" or "interest on the 2025B Loan" when not used in conjunction with a reference to any surcharges, shall include the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge. The Borrower shall pay all Loan Repayments and surcharges in lawful money of the United States of America to the DNRC. Interest, Administrative Expense Surcharge, and Loan Loss Reserve Surcharge shall be calculated on the basis of a year of 360 days comprising 12 months of 30 days each.

5.1.2. Repayment of 2025A Loan; Principal Forgiveness.

(a) The Borrower is obligated to repay the principal of and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the 2025A Loan, unless the DNRC

forgives the Borrower's obligation to repay the principal of the 2025A Loan as provided in Section 5.1.2(b). Subject to the provisions of Section 5.1.2(b), the Loan Repayments and the Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the 2025A Loan shall be due on each Payment Date, as follows:

(i) interest and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge on the outstanding principal balance of the 2025A Loan shall be payable on each Payment Date, beginning on the first Payment Date following the date of delivery by the DNRC of a Noncompliance Statement and concluding on July 1, 2055; and

(ii) the principal of the 2025A Loan shall be payable on each Payment Date, beginning on the Payment Date that is the first to occur following delivery by the DNRC of a Noncompliance Statement, and concluding on July 1, 2055, and the amount of each principal payment shall be calculated on the basis of a substantially level debt service at the rate of 2.50% per annum.

(b) Notwithstanding Section 5.1.2(a), so long as the Borrower is proceeding diligently to completion of the 2024 Project and the Borrower has executed and delivered the Compliance Certificate and Request to the DNRC in form and substance satisfactory to the DNRC and the DEQ within thirty (30) days after the date that the Compliance Certificate and Request is provided to the Borrower by the DNRC, the DNRC will, following review and approval of the Compliance Certificate and Request, deliver to the Borrower a Forgiveness Statement and the Borrower will thereafter have no obligation to repay amounts advanced under the Series 2025A Bond or interest or surcharges thereon and the Series 2025A Bond will be marked "CANCELLED" and returned by the DNRC to the Borrower. However, in the event the Borrower fails to deliver timely the Compliance Certificate and Request, or the Borrower cannot submit the Compliance Certificate and Request because it cannot make the certifications required therein, or the Compliance Certificate and Request is delivered in a form that deviates materially from that attached hereto as Appendix D as determined in the sole and complete discretion of the DNRC and the DEQ, or the DNRC or the DEQ determine at any time that the 2024 Project or any portion thereof or of the work relating thereto fails to comply with Program requirements, then the DNRC will deliver to the Borrower a Noncompliance Statement. Upon delivery of a Noncompliance Statement by the DNRC to the Borrower, all principal advanced or to be advanced under the Series 2025A Bond, together with interest, Administrative Expense Surcharge, and Loan Loss Reserve Surcharge thereon from the date of each advance, shall be payable as provided in Section 5.1.2 (a).

(c) In addition, in the event the DNRC delivers a Noncompliance Statement (i) the Series 2025A Bond will continue in effect as a Subordinate Obligation, and (ii) the Borrower will forthwith comply with the rate covenant set forth in Section 6.7 of the Original Resolution, and, if necessary, increase the rates and charges of the System to satisfy such rate covenant as soon as practicable and in any event no later than three (3) months after the date of delivery to the Borrower by the DNRC of a Noncompliance Statement.

5.1.3. Repayment of 2025B Loan. The Loan Repayments and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge on the 2025B Loan required by this Section 5.1 shall be due on each Payment Date, as follows:

(i) interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the outstanding principal balance of the 2025B Loan shall be payable on each January 1 and July 1, beginning on January 1, 2026 and concluding on July 1, 2055; and

(ii) the principal of the 2025B Loan shall be payable on each January 1 and July 1, beginning on January 1, 2026, and concluding on July 1, 2055, and the amount of each principal payment shall be calculated on the basis of a substantially level debt service at an interest rate of 2.50% per annum; provided that principal of the 2025B Loan is payable only in amounts that are multiples of \$1,000.

5.1.4. Details Regarding 2025 Loan Repayments. Loan Repayments and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge on the 2025B Loan and, if applicable, on the 2025A Loan, shall be due on the dates specified above and on the dates and in the amounts shown in Schedule B to the Series 2025A Bond and on the Series 2025B Bond, as such Schedule B shall be modified from time to time as provided in Section 5.1.2 and below. Schedule B will first be attached to the Series 2025B Bond and, as appropriate, the Series 2025A Bond, at Closing. The portion of each such Loan Repayment consisting of principal and the portion consisting of interest and the amount of each Administrative Expense Surcharge and the amount of each Loan Loss Reserve Surcharge shall be set forth in Schedule B to the Series 2025A Bond and the Series 2025B Bond on and after Closing. Upon each disbursement of 2025 Loan amounts to the Borrower pursuant to Section 4.1 hereof, the Trustee shall enter or cause to be entered the amount advanced on Schedule A to the Series 2025A Bond and the Series 2025B Bond, as applicable, under “Advances” and the total amount advanced under Section 4.1, including such disbursement, under “Total Amount Advanced.” Interest and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge on such advance shall accrue from the date the advance is made and shall be due and payable on the dates and in the amounts shown in Schedule B to each of the Series 2025A Bond and the Series 2025B Bond, as such Schedule B shall be modified from time to time as provided herein.

If the DNRC shall have delivered a Noncompliance Statement, then Schedule B to the Series 2025A Bond shall continue to reflect interest and surcharges on amounts advanced under the Series 2025A Bond at the rate of 2.50% per annum, as may be revised to reflect the full principal amount advanced under the Series 2025A Bond, the initial Payment Date, and the periodic total loan payment, and the Trustee shall send a copy of such Schedule B to the Borrower within one month after delivery by the DNRC of the Noncompliance Statement. If the DNRC delivers a Forgiveness Statement, Schedule B to the Series 2025A Bond will be disregarded and of no effect.

Past-due Loan Repayments and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid.

Any payment of principal and interest as to the Series 2025B Bond and, if applicable, the Series 2025A Bond, and the Administrative Expense Surcharge and Loan Loss Reserve Surcharge as to the Series 2025B Bond and, if applicable, the Series 2025A Bond under

this Section 5.1 shall be credited against the same payment obligation under the Series 2025B Bond and, as applicable, the Series 2025A Bond.

Section 5.2 Additional Payments. The Borrower shall also pay, within 30 days after receipt of a bill therefor, from any legally available funds therefor, including proceeds of the 2025 Loans, all reasonable expenses of the DNRC and the Trustee in connection with the 2025 Loans, the Collateral Documents and the Series 2025 Bonds, including, but not limited to:

(a) the cost of reproducing this Supplemental Resolution, the Collateral Documents and the Series 2025 Bonds;

(b) the fees and disbursements of Bond Counsel and any Counsel utilized by the DNRC and the Trustee in connection with the 2025 Loans, this Supplemental Resolution, the Collateral Documents and the Series 2025 Bonds and the enforcement thereof; and

(c) all taxes and other governmental charges in connection with the execution and delivery of the Collateral Documents or the Series 2025 Bonds, whether or not the Series 2025 Bonds are then outstanding, including all recording and filing fees relating to the Collateral Documents and the pledge of the State's right, title and interest in and to the Series 2025 Bonds, the Collateral Documents and this Supplemental Resolution and all expenses, including attorneys' fees, relating to any amendments, waivers, consents or collection or enforcement proceedings pursuant to the provisions hereof or thereof.

Section 5.3 Prepayments. The Borrower may not prepay all or any part of the outstanding principal amount of the Series 2025B Bond, and, if applicable, the Series 2025A Bond, unless (i) a Determination Statement has been delivered, (ii) it obtains the prior written consent of the DNRC thereto, and (iii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the Series 2025 Bonds are prepaid in part pursuant to this Section 5.3, such prepayments shall be applied to principal payments in inverse order of maturity or, if the DNRC determines in its discretion, the remaining principal amount following such prepayment will be reamortized over the remaining term of the Series 2025 Bonds.

Section 5.4 Obligations of Borrower Unconditional. The obligations of the Borrower to make the payments required by this Supplemental Resolution and the Series 2025 Bonds and to perform its other agreements contained in this Supplemental Resolution, the Series 2025 Bonds and Collateral Documents shall be absolute and unconditional, except as otherwise provided herein or in such documents. The Borrower (a) shall not suspend or discontinue any payments provided for in this Supplemental Resolution and the Series 2025 Bonds, (b) shall perform all its other agreements in this Supplemental Resolution, the Series 2025 Bonds and the Collateral Documents and (c) shall not terminate this Supplemental Resolution, the Series 2025 Bonds or the Collateral Documents for any cause, including any acts or circumstances that may constitute failure of consideration, destruction of or damage to the 2024 Project or the System, commercial frustration of purpose, any dispute with the DNRC or the EPA, any change in the laws of the United States or of the State or any political subdivision thereof or any failure of the DNRC to perform any of

its agreements, whether express or implied, or any duty, liability or obligation arising from or connected with this Supplemental Resolution. Provided, however, if the 2025 Loans are not made and no funds are disbursed to the Borrower, this Supplemental Resolution may be terminated.

Section 5.5 Limited Liability. All payments of principal of and interest on the 2025 Loans and other payment obligations of the Borrower hereunder and under the Series 2025 Bonds shall be special, limited obligations of the Borrower payable with respect to the Series 2025B Bond solely out of the Net Revenues (including Pledged Resort Tax Revenues) or, with respect to the Series 2025A Bond, solely out of Surplus Net Revenues, and shall not, except at the option of the Borrower and as permitted by law, be payable out of any other revenues of the Borrower. The obligations of the Borrower under the Resolution and the Series 2025 Bonds shall never constitute an indebtedness of the Borrower within the meaning of any State constitutional provision or statutory or charter limitation and shall never constitute or give rise to a pecuniary liability of the Borrower or a charge against its general credit or taxing power. The taxing powers of the Borrower may not be used to pay principal of or interest on the Series 2025 Bonds, and no funds or property of the Borrower other than the Net Revenues or, as appropriate, Surplus Net Revenues may be required to be used to pay principal of or interest on the Series 2025 Bonds.

Section 5.6 Pledge of Resort Tax Revenues.

(a) The Borrower hereby pledges and appropriates to the Revenue Bond Account, for each Fiscal Year any Bond is outstanding, from Resort Tax Revenues an amount equal to the Pledged Resort Tax Revenues. The Pledged Resort Tax Revenues in the Revenue Bond Account will be applied to the payment of principal of and interest on the Bonds coming due. The foregoing pledge and appropriation is made subject to the following:

(1) While the expectation of the Borrower is that it will transfer \$1,000,000 of the Resort Tax Revenues to the Revenue Bond Account each Fiscal Year for application to the payment of the debt service on the Bonds, the Borrower reserves the right to reduce the amount of the Pledged Resort Tax Revenues for the current or any future Fiscal Years if and to the extent that the Net Revenues of the System (not taking into account the Pledged Resort Tax Revenues so released) are otherwise sufficient to meet all the requirements of this Resolution and the Borrower would not be in default in its covenants and agreements hereunder. Any determination to release a portion of Pledged Resort Tax Revenues shall be made on a Fiscal Year basis, with the acknowledgement that going into each Fiscal Year, Pledged Resort Tax Revenues equal \$1,000,000. Releasing from the pledge and appropriation made herein a portion of the Pledged Resort Tax Revenues in any Fiscal Year shall not limit or diminish Borrower's ongoing obligation to pledge and appropriate to the Revenue Bond Account Pledged Resort Tax Revenues each Fiscal Year.

(2) Subject to the provisions of (1) immediately above and (3) below, the Borrower shall deposit the Pledged Resort Tax Revenues into the Revenue Bond Account in installments of \$250,000 by each of October 15, December 15, April 15, and June 15 of each Fiscal Year to be applied to the payment of principal of and interest on the Bonds on each January 1 and July 1, but only so long as (x) Resort Tax Revenues are then collected by the Town in an amount sufficient to make deposits of

such \$250,000 installments; and (y) deposits of such installments allow the Revenue Bond Account to retain its status as a “bona fide debt service fund” under the Code and Treasury Regulations.

(3) The Borrower’s current authorization to cause the imposition of the One Percent Resort Tax expires December 31, 2045, unless the electorate of the Borrower re-authorizes at an election the One Percent Resort Tax. The Borrower expects that it will seek an election to renew the authority to cause the One Percent Resort Tax to be imposed prior to December 31, 2045. The expiration or termination of the Borrower’s legal authority to cause the One Percent Resort Tax to be imposed shall not constitute a default hereunder.

(b) The Borrower covenants and agrees that, so long as it is permitted to cause the One Percent Resort Tax to be imposed, it will not amend or repeal the Resort Tax Ordinances by decreasing the resort tax rate or otherwise reducing the amount of Pledged Resort Tax Revenues which would otherwise be collected and deposited in the Revenue Bond Account. However, nothing shall prevent the Borrower from amending the Resort Tax Ordinances to make changes in the administration, collection or enforcement of the One Percent Resort Tax so long as such changes do not materially adversely affect the interests of the owners of or the security for outstanding Bonds.

(c) The Borrower will administer, enforce and collect, or cause to be administered, enforced or collected, the resort tax as authorized by the Resort Tax Ordinances and the Resort Tax Act and shall take such action as may be necessary to collect, or cause to be collected, delinquent payments of the resort tax in accordance with law.

(d) In the event Pledged Resort Tax Revenues total less than \$1,000,000 in any Fiscal Year, the Borrower agrees it will seek authority to transfer 3% resort tax revenues to the Revenue Bond Account.

Section 5.7 Discontinuance or Inadequacy of Pledged Resort Tax Revenues. Notwithstanding any provision in this Resolution to the contrary, the Borrower represents, warrants, and covenants to the holders of any Bonds or Subordinate Obligations issued pursuant to this Resolution that if Pledged Resort Tax Revenues are not available or are not available in amounts sufficient to satisfy the requirements of Section 6.7 of the Original Resolution, the Borrower is obligated to and timely will increase the rates, charges, and rentals charged for the use or availability of the System such that the Gross Revenues and Net Revenues are sufficient to satisfy the requirements of the rate covenant in Section 6.7 of the Original Resolution.

ARTICLE VI

INDEMNIFICATION OF DNRC AND DEQ

The Borrower shall, to the extent permitted by law, indemnify and save harmless the DNRC and the DEQ and their officers, employees and agents (each an “Indemnified Party” or, collectively, the “Indemnified Parties”) against and from any and all claims, damages, demands, expenses, liabilities and losses of every kind asserted by or on behalf of any Person arising out of

the acts or omissions of the Borrower or its employees, officers, agents, contractors, subcontractors, or consultants in connection with or with regard or in any way relating to the condition, use, possession, conduct, management, planning, design, acquisition, construction, installation or financing of the 2024 Project. The Borrower shall, to the extent permitted by law, also indemnify and save harmless the Indemnified Parties against and from all costs, reasonable attorneys' fees, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim or demand. If any proceeding is brought against an Indemnified Party by reason of such claim or demand, the Borrower shall, upon notice from an Indemnified Party, defend such proceeding on behalf of the Indemnified Party.

ARTICLE VII

ASSIGNMENT

Section 7.1 Assignment by Borrower. The Borrower may not assign its rights and obligations under this Supplemental Resolution or the Series 2025 Bonds.

Section 7.2 Assignment by DNRC. The DNRC will pledge its rights under and interest in the Resolution, the Series 2025 Bonds and the Collateral Documents (except to the extent otherwise provided in the Indenture) as security for the payment of the State Bonds and may further assign such interests to the extent permitted by the Indenture, without the consent of the Borrower.

Section 7.3 State Refunding Bonds. In the event the State Bonds are refunded by bonds which are not State Bonds, all references in the Resolution to State Bonds shall be deemed to refer to the refunding bonds and any bonds of the State on a parity with such refunding bonds (together, the "Refunding Bonds") or, in the case of a crossover refunding, to the State Bonds and the Refunding Bonds.

ARTICLE VIII

THE SERIES 2025 BONDS

Section 8.1 Net Revenues Available. The Borrower is authorized to charge just and equitable rates, charges and rentals for all services directly or indirectly furnished by the System, and to pledge and appropriate to the Series 2024B Bond and the Series 2025B Bond the Net Revenues (and in respect of the Series 2024A Bond and the Series 2025A Bond, if necessary, the Surplus Net Revenues) to be derived from the operation of the System, including improvements, betterments or extensions thereof hereafter constructed or acquired, and to pledge and appropriate to the Revenue Bond Account the Pledged Resort Tax Revenues. The Net Revenues to be produced by such rates, charges and rentals during the term of the Series 2024B Bond and the Series 2025B Bond, together with the Pledged Resort Tax Revenues, are expected to be more than sufficient to pay the principal and interest when due on such Bonds, and to create and maintain reasonable reserves therefor and to provide an adequate allowance for replacement and depreciation, as prescribed herein. For purposes of the foregoing statement, principal of and interest on the 2025A Loan are disregarded. The Borrower acknowledges and agrees that if the DNRC delivers a Noncompliance Statement to the Borrower as provided in Section 5.1.2 as determined in the sole and complete discretion of the DNRC and DEQ, then principal and interest

and surcharges will become due and owing on the 2025A Loan evidenced by the Series 2025A Bond as provided in Section 5.1.2 and the Borrower shall thereupon, and no later than three months after delivery of such a statement, to the extent required by Section 6.7 of the Original Resolution, adjust its schedule of fees, rates, and charges applicable to the System to cause Net Revenues and Surplus Net Revenues to be produced in an amount at least equal to that required by the Resolution.

Section 8.2 Issuance and Sale of the Series 2025 Bonds. The Council has investigated the facts necessary and hereby finds, determines and declares it to be necessary and desirable for the Borrower to issue the Series 2025 Bonds to evidence the 2025 Loans. The Series 2025 Bonds are issued to the DNRC without public sale pursuant to Montana Code Annotated, Section 7-7-4433.

Section 8.3 Terms. The Series 2025A Bond and the Series 2025B Bond shall be in the maximum principal amount equal to the original 2025A Committed Amount and 2025B Committed Amount, respectively; shall each be issued as a single, fully registered bond numbered R-1; shall be dated as of the date of delivery to the DNRC; and shall bear interest at the rate charged by the DNRC on the 2025A Loan and 2025B Loan, respectively. The principal of, interest on, any Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the Series 2025A Bond and the Series 2025B Bond shall be payable on the same dates and in the same amounts as the Loan Repayments are payable. Advances of principal of the Series 2025A Bond or Series 2025B Bond shall be deemed made when advances of the 2025A Loan and the 2025B Loan, respectively, are made under Section 4.1, and such advances shall be payable in accordance with Schedule B to the Series 2025A Bond and the Series 2025B Bond, as applicable, as it may be revised by the DNRC from time to time in accordance with Section 5.1. The Series 2025A Bond is a Subordinate Obligation payable only from the Surplus Net Revenues available in the Sewer System Fund. The Series 2025B Bond is a Bond.

The Borrower may prepay the Series 2025 Bonds, in whole or in part, only upon the terms and conditions under which it can prepay the 2025 Loans under Section 5.3.

Section 8.4 Negotiability, Transfer and Registration. The Series 2025 Bonds shall be fully registered as to both principal and interest, and shall be initially registered in the name of and payable to the DNRC and shall be dated the date of delivery. While so registered, principal of and interest on the Series 2025 Bonds shall be payable to the DNRC at the Office of the Department of Natural Resources and Conservation, 1539 Eleventh Avenue, Helena, Montana 59620 or such other place as may be designated by the DNRC in writing and delivered to the Borrower. The Series 2025 Bonds shall be negotiable, subject to the provisions for registration and transfer contained in this section. No transfer of the Series 2025 Bonds shall be valid unless and until (1) the holder, or its duly authorized attorney or legal representative, has executed the form of assignment appearing on the Series 2025 Bonds, and (2) the Finance Director of the Borrower or successors, as Registrar, has duly noted the transfer on the Series 2025 Bonds and recorded the transfer on the registration books of the Registrar. The Registrar may, prior to noting and recording the transfer, require appropriate proof of the transferor's authority and the genuineness of the transferor's signature. The Borrower shall be entitled to deem and treat the Person in whose name the Series 2025 Bonds are registered as the absolute owner of the Series 2025 Bonds for all purposes, notwithstanding any notice to the contrary, and all payments to the registered holder

shall be valid and effectual to satisfy and discharge the Borrower's liability upon such Series 2025 Bonds to the extent of the sum or sums so paid.

Section 8.5 Execution and Delivery. The Series 2025 Bonds shall be executed on behalf of the Borrower by the manual signatures of the Mayor and the Finance Director and attested to by the Town Clerk. Any or all of such signatures may be affixed at or prior to the date of delivery of the Series 2025 Bonds. In the event that any of the officers who shall have signed the Series 2025 Bonds shall cease to be officers of the Borrower before the Series 2025 Bonds are issued or delivered, their signatures shall remain binding upon the Borrower. Conversely, the Series 2025 Bonds may be signed by an authorized official who did not hold such office on the date of adoption of this Supplemental Resolution. The Series 2025 Bonds shall be delivered to the DNRC, or its attorney or legal representative.

Section 8.6 Form. The Series 2025A Bond shall be prepared in substantially the form attached as Appendix B-1, and the Series 2025B Bond shall be prepared in substantially the form attached as Appendix B-2.

ARTICLE IX

SECURITY FOR THE SERIES 2025 BONDS

The Series 2025B Bond is issued as an additional Bond under Section 10.3 of the Original Resolution and shall, with the Series 2024B Bond and any other additional Bonds issued under the provisions of Article X of the Original Resolution, excluding Section 10.4 thereof, be equally and ratably secured by the provisions of the Resolution and payable out of the Net Revenues appropriated to the Revenue Bond Account of the Sewer System Fund, without preference or priority, all as provided in the Resolution, and secured by the Reserve Account, as further provided in Section 11.5 of the Original Resolution and in the following sentence. Upon each advance of principal of the Series 2025B Bond, the Finance Director of the Borrower shall transfer from proceeds of the Series 2025B Bond such amount or amounts to the Reserve Account to cause the balance therein to equal the Reserve Requirement, treating such principal amount as outstanding. Upon each advance of the Series 2025B Bond, the deposit to the Reserve Account shall be sufficient to cause the balance in the Reserve Account to equal the Reserve Requirement in respect of the Series 2024B Bond, and the principal of the Series 2025B Bond so advanced. The Series 2025A Bond is a Subordinate Obligation issued under Section 10.4 of the Original Resolution and payable from the Surplus Net Revenues that are available in the Replacement and Depreciation Account or the Surplus Account after required credits to the Operating Account, the Revenue Bond Account, and the Reserve Account. No payment of principal or interest shall be made on any Subordinate Obligation, including the Series 2025A Bond, if the Borrower is then in default in the payment of principal of or interest on any Bond or if there is a deficiency in the Operating Account or the Revenue Bond Account or the balance in the Reserve Account is less than the Reserve Requirement. In the event the principal of and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge become payable under the Series 2025A Bond, the Borrower shall cause rates and charges to be increased to produce Surplus Net Revenues at least equal to the amount required under Section 6.7 of the Original Resolution within three (3) months following delivery of a Noncompliance Statement. The Borrower shall keep, perform and observe each and

every one of its covenants and undertakings set forth in the Resolution for the benefit of the registered holders from time to time of the Series 2025 Bonds.

ARTICLE X

TAX MATTERS

Section 10.1 Use of Project and System. The 2024 Project and the System will be owned and operated by the Borrower and available for use by members of the general public on a substantially equal basis. The Borrower shall not enter into any lease, use or other agreement with any non-governmental person relating to the use of the 2024 Project or the System or security for the payment of the Series 2025B Bond which might cause the Series 2025B Bond to be considered a “private activity bond” or “private loan bond” within the meaning of Section 141 of the Code.

Section 10.2 General Covenant. The Borrower covenants and agrees with the owners from time to time of the Series 2025B Bond that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Series 2025B Bond to become includable in gross income for federal income tax purposes under the Code and the Regulations, and covenants to take any and all actions within its powers to ensure that the interest on the Series 2025B Bond will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

Section 10.3 Arbitrage Certification. The Town Manager and the Finance Director, being among the officers of the Borrower charged with the responsibility for issuing the Series 2025B Bond pursuant to this Supplemental Resolution, are authorized and directed to execute and deliver to the DNRC a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Series 2025B Bond, it is reasonably expected that the proceeds of the Series 2025B Bond will be used in a manner that would not cause the Series 2025B Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code and the Regulations.

Section 10.4 Arbitrage Rebate. The Borrower acknowledges that the Series 2025B Bond is subject to the rebate requirements of Section 148(f) of the Code. The Borrower covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Series 2025B Bond from gross income for federal income tax purposes, unless the Series 2025B Bond qualifies for the exception from the rebate requirement under Section 148(f)(4)(B) of the Code and no “gross proceeds” of the Series 2025B Bond (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof. In furtherance of the foregoing, the Finance Director is hereby authorized and directed to execute a tax or rebate certificate, substantially in the form to be prepared by Bond Counsel, and the Borrower hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

Section 10.5 Information Reporting. The Borrower shall file with the Secretary of the Treasury, not later than November 15, 2025, a statement concerning the Series 2025B Bond containing the information required by Section 149(e) of the Code.

ARTICLE XI

CONTINUING DISCLOSURE

The Borrower understands and acknowledges that the DNRC is acquiring the Series 2025 Bonds under the Program pursuant to which the State issues from time to time State Bonds to provide funds therefor. The Borrower covenants and agrees that, upon written request of the DNRC from time to time, the Borrower will promptly provide to the DNRC all information that the DNRC reasonably determines to be necessary or appropriate to offer and sell State Bonds or to provide continuing disclosure in respect of State Bonds, whether under Rule 15c2-12 (17 C.F.R. § 240.15c2-12) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, or otherwise. Such information shall include, among other things and if so requested, financial statements of the Borrower prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Montana law, as in effect from time to time (such financial statements to relate to a Fiscal Year or any period therein for which they are customarily prepared by the Borrower, and, if for a Fiscal Year and so requested by the DNRC, subject to an audit report and opinion of an accountant or government auditor, as permitted or required by the laws of the State). The Borrower will also provide with any information so furnished to the DNRC, a certificate of the Mayor, the Town Manager, The Finance Director, and the Town Clerk of the Borrower to the effect that, to the best of their knowledge, such information does not include any untrue statement of a material fact or omit to state any material fact required to be stated therein to make the statements made, in light of the circumstances under which they are made, not misleading.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Notices. All notices or other communications hereunder shall be sufficiently sent or given and shall be deemed sent or given when delivered or mailed by certified mail, postage prepaid, to the parties at the following addresses:

DNRC: Department of Natural Resources and Conservation
1539 Eleventh Avenue
P. O. Box 201601
Helena, Montana 59620-1601
Attn: Conservation and Resource
Development Division

Trustee: U.S. Bank Trust Company, National Association
Attn: Global Corporate Trust, PD-OR-C1LV

Columbia Center
17650 NE Sandy Blvd
Portland, Oregon 97230-5000

Borrower: Town of West Yellowstone
P.O. Box 1570
West Yellowstone, Montana 59758
Attn: Finance Director

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices or other communications shall be sent.

Section 12.2 Binding Effect. This Supplemental Resolution shall inure to the benefit of and shall be binding upon the DNRC, the Borrower and their respective successors and assigns.

Section 12.3 Severability. If any provision of this Supplemental Resolution shall be determined to be unenforceable at any time, it shall not affect any other provision of the Resolution or the enforceability of that provision at any other time.

Section 12.4 Amendments. So long as the Series 2025 Bonds are outstanding and held by the DNRC, this Supplemental Resolution may not be effectively amended without the written consent of the DNRC.

Section 12.5 Applicable Law. This Supplemental Resolution shall be governed by and construed in accordance with the laws of the State.

Section 12.6 Captions; References to Sections. The captions in this Supplemental Resolution are for convenience only and do not define or limit the scope or intent of any provisions or Sections of this Supplemental Resolution. References to Articles and Sections are to the Articles and Sections of this Supplemental Resolution, unless the context otherwise requires.

Section 12.7 No Liability of Individual Officers, Directors, Trustees, or Council Members. No recourse under or upon any obligation, covenant or agreement contained in this Supplemental Resolution shall be had against any director, officer or employee, as such, past, present or future, of the DNRC, the DEQ or the Trustee, either directly or through the DNRC, the DEQ or the Trustee, or against any officer, or member of the governing body or employee of the Borrower, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer or member of the governing body or employee of the DNRC, the Trustee or the Borrower is hereby expressly waived and released by the Borrower and by the DNRC as a condition of and in consideration for the adoption of this Supplemental Resolution and the making of the 2025 Loans.

Section 12.8 Payments Due on Holidays. If the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Supplemental Resolution or the Series 2025 Bonds, shall not be a Business Day, such payments may be made or act performed or right exercised on the next succeeding Business Day with the same force and

effect as if done on the nominal date provided in this Supplemental Resolution or the Series 2025 Bonds.

Section 12.9 Right of Others to Perform Borrower's Covenants. In the event the Borrower shall fail to make any payment or perform any act required to be performed hereunder, then and in each such case the DNRC or the provider of any Collateral Document may (but shall not be obligated to) remedy such default for the account of the Borrower and make advances for that purpose. No such performance or advance shall operate to release the Borrower from any such default and any sums so advanced by the DNRC or the provider of any Collateral Document shall be paid immediately to the party making such advance and shall bear interest at the rate of ten percent (10.00%) per annum from the date of the advance until repaid. The DNRC and the provider of any Collateral Document shall have the right to enter the 2024 Project or the facility or facilities of which the 2024 Project is a part or any other facility which is a part of the System in order to effectuate the purposes of this Section.

Section 12.10 Authentication of Transcript. The officers of the Borrower are hereby authorized and directed to furnish to the DNRC and to Bond Counsel certified copies of all proceedings relating to the issuance of the Series 2025 Bonds and such other certificates and affidavits as may be required to show the right, power and authority of the Borrower to issue the Series 2025 Bonds, and all statements contained in and shown by such instruments, including any heretofore furnished, shall constitute representations of the Borrower as to the truth of the statements of fact purported to be shown thereby.

Section 12.11 Repeals and Effective Date.

(a) Repeal. All provisions of other resolutions and other actions and proceedings of the Borrower and this Council that are in any way inconsistent with the terms and provisions of this Supplemental Resolution are repealed, amended and rescinded to the full extent necessary to give full force and effect to the provisions of this Supplemental Resolution.

(b) Effective Date. This Supplemental Resolution shall take effect immediately.

ADOPTED by the Town Council of the Town of West Yellowstone, Montana, on the 5th day of August, 2025.

Mayor

ATTEST:

Town Clerk

APPENDIX A

DESCRIPTION OF THE 2024 PROJECT

The 2024 Project consists of designing, engineering, constructing and installing various improvements to the Town’s wastewater system, including major upgrades to the Town’s wastewater treatment system, and related improvements.

ESTIMATED 2024 PROJECT BUDGET

	ARPA	RRGL	Series 2024A Bond	Series 2024B Bond	Series 2025A Bond	Series 2025B Bond	SRF Loan E	WY Local Contrib	TOTAL
Audit Fees								\$75,800.00	\$75,800.00
Bond Costs				\$70,000.00		\$25,000.00	\$15,000.00		\$110,000.00
Debt Service Reserves				\$357,725.00		\$355,569.00	\$68,752.00		\$782,046.00
Engineering- Basic Services				\$1,262,112.00				\$1,288,961.00	\$2,551,073.00
Engineering- Additional Services								\$300,000.00	\$300,000.00
Equipment	\$3,012,483.00	\$125,000.00		\$2,874,717.00					\$6,012,200.00
Construction			\$750,000.00	\$9,525,700.00	\$100,000.00	\$12,000,000.00	\$1,900,000.00		\$24,275,700.00
Contingency				\$909,746.00		\$2,619,431.00	\$916,248.00		\$4,445,425.00
TOTAL PROJECT BUDGET	\$3,012,483.00	\$125,000.00	\$750,000.00	\$15,000,000.00	\$100,000.00	\$15,000,000.00	\$2,900,000.00	\$1,664,761.00	\$38,552,244.00

APPENDIX B-1

[Form of the Series 2025A Bond]

UNITED STATES OF AMERICA
STATE OF MONTANA
GALLATIN COUNTY

TOWN OF WEST YELLOWSTONE

SUBORDINATE LIEN SEWER SYSTEM REVENUE BOND
(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM),
TAXABLE SERIES 2025A

R-1

\$100,000

FOR VALUE RECEIVED, TOWN OF WEST YELLOWSTONE, MONTANA (the “Borrower”), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the “DNRC”), or its registered assigns, solely out of available Surplus Net Revenues in the Replacement and Depreciation Account or the Surplus Account of its Sewer System Fund, the sum of the principal amounts entered on Schedule A attached hereto under “Total Amount Advanced,” with interest on each such amount from the date such amount is advanced hereunder at the rate of two percent (2.00%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond from the date of each advance of principal each at the rate of twenty-five hundredths of one percent (0.25%) per annum, all subject to the effect of the immediately following paragraph. Principal, interest, Administrative Expense Surcharge, and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a “Payment Date”) commencing with the Payment Date that is the first to occur following delivery by the DNRC to the Borrower of a statement that the Borrower’s obligation to repay the principal amount of the 2025A Loan is not forgiven and ending on July 1, 2055, all as described in the Resolution (as hereinafter defined). The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge, and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule B attached hereto. Upon each disbursement of the 2025A Loan, the DNRC shall enter (or cause to be entered) the amount advanced on Schedule A under “Advances” and the total amount advanced under the Resolution (as hereinafter defined), including such disbursement, under “Total Amount Advanced.” The DNRC shall prepare Schedule B and any revised Schedule B, or cause Schedule B and any revised Schedule B to be prepared, as provided in Section 5.1 of the Supplemental Resolution authorizing the Bond, and the final Schedule B will reflect repayments under Section 5.1.4 of such resolution. Schedule B shall be calculated and recalculated on a level debt service basis assuming an interest rate of two and one-half percent (2.50%) per annum. Past-due payments of principal and interest and Administrative Expense Surcharge and

Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the bond register, in lawful money of the United States of America.

NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS SERIES 2025A BOND, IN THE EVENT THAT THE BORROWER TIMELY DELIVERS A COMPLIANCE CERTIFICATE AND REQUEST (AS DEFINED IN THE RESOLUTION) IN FORM AND SUBSTANCE SATISFACTORY TO THE DNRC AND THE DNRC IN RESPONSE THERETO SUPPLIES TO THE BORROWER A FORGIVENESS STATEMENT, THEN THEREUPON INTEREST SHALL BE DEEMED TO ACCRUE ON THE PRINCIPAL OF THIS SERIES 2025A BOND FROM THE DATE OF EACH ADVANCE AT THE RATE OF ZERO PERCENT (0.00%) PER ANNUM AND THE BORROWER'S OBLIGATION TO REPAY PRINCIPAL ADVANCED HEREUNDER SHALL BE FORGIVEN, AND THE BORROWER SHALL HAVE NO OBLIGATION TO REPAY THE DNRC OR ITS REGISTERED ASSIGNS ANY AMOUNTS ADVANCED HEREUNDER OR INTEREST OR ANY SURCHARGE THEREON. THIS SERIES 2025A BOND SHALL THEREUPON BE MARKED "CANCELLED" AND RETURNED BY THE HOLDER TO THE BORROWER, AND THIS SERIES 2025A BOND SHALL NO LONGER CONSTITUTE AN OBLIGATION OF THE BORROWER OR OF THE SYSTEM (AS HEREINAFTER DEFINED). IN ADDITION, UNTIL THE DELIVERY OF A DETERMINATION STATEMENT BY THE DNRC TO THE BORROWER, THE OBLIGATION OF THE BORROWER TO REPAY THE OUTSTANDING PRINCIPAL AMOUNT HEREOF SHALL BE DEFERRED UNTIL THE PAYMENT DATE FIRST OCCURRING AFTER DELIVERY OF A NONCOMPLIANCE STATEMENT AND INTEREST SHALL BE DEEMED TO ACCRUE ON THE PRINCIPAL OF THIS SERIES 2025A BOND FROM THE DATE OF EACH ADVANCE UNTIL DELIVERY OF SUCH A NONCOMPLIANCE STATEMENT AT THE RATE OF ZERO PERCENT (0.00%) PER ANNUM.

This Bond is a Subordinate Obligation denominated the "Subordinate Lien Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2025A," issued in the maximum authorized principal amount of \$100,000 (the "Series 2025A Bond"). The Series 2025A Bond is issued to finance a portion of the costs of the construction of certain improvements to the sewer system of the Borrower (the "System"). The Series 2025A Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 800 duly adopted by the Town Council on April 23, 2024 (the "Original Resolution"), as amended and supplemented by Resolution No. _____, adopted by the Council on August 5, 2025, respectively (the Original Resolution, as so amended and supplemented, the "Resolution"). Terms used with initial capital letters but not defined herein have the meanings given to them in the Resolution.

The Series 2025A Bond is issuable only as a single, fully registered bond. The Series 2025A Bond is issued as a Subordinate Obligation payable out of available Surplus Net Revenues

in the Replacement and Depreciation Account or the Surplus Account in the Sewer System Fund of the Borrower. Simultaneously herewith, the Borrower is issuing its Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2025B (the “Series 2025B Bond”), which is payable from the Revenue Bond Account in the Fund of the Borrower on a parity with the Borrower’s outstanding Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2024B (the “Series 2024B Bond”). Following the 2025B First Advance, the total amount of each advance will be split substantially equally between the 2025A Loan and the 2025B Loan, until the entire amount of the 2025 Loans is advanced; provided that the initial advance shall include the 2025B First Advance. After the Series 2025A Bond is advanced in full, all advances will be from only the Series 2025B Bond.

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the Series 2025A Bond has been issued, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the Series 2025A Bond.

The Borrower may prepay the principal of the Series 2025A Bond only if (i) a Determination Statement has been delivered, (ii) it obtains the prior written consent of the DNRC thereto, and (iii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the Series 2025A Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity, or, if the DNRC determines in its discretion, reamortize the remaining principal amount following such prepayment will be reamortized over the remaining term of this Series 2025A Bond.

This Series 2025A Bond, including interest, and any premium for the redemption thereof, are payable solely from the Surplus Net Revenues available for the payment hereof and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision.

The Borrower may deem and treat the person in whose name this Series 2025A Bond is registered as the absolute owner hereof, whether this Series 2025A Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The Series 2025A Bond may be transferred as hereinafter provided.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Sewer System Fund into which the Gross Revenues of the System will be paid, and a separate and special Replacement and Depreciation Account and Surplus Account in that Sewer System Fund, into which will be deposited Surplus Net Revenues, subject to the prior lien thereon of the Operating Account, the Revenue Bond Account and the Reserve Account; that the rates and charges for the System will from time to time be made and kept sufficient, to provide Gross Revenues adequate to pay promptly the reasonable and current Operating Expenses of the System, to produce during each Fiscal Year Net Revenues equal to not

less than 110% of the maximum amount of principal and interest payable on the outstanding Bonds in any subsequent Fiscal Year and to maintain the Reserve Account at the Reserve Requirement and to produce in each Fiscal Year adequate Surplus Net Revenues to pay the principal of and interest on the Series 2025A Bond as and when due; that additional Bonds may be issued and made payable from the Revenue Bond Account on a parity with the Series 2024B Bond, Series 2025B Bond, and other parity Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the Series 2024B Bond, Series 2025B Bond, and any additional Bonds on such Net Revenues (such as is the case with this Series 2025A Bond); that all provisions for the security of the holder of this Series 2025A Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this Series 2025A Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed as so required; and that this Series 2025A Bond and the interest hereon are payable solely out of available Surplus Net Revenues in the Replacement and Depreciation Account or the Surplus Account of the Sewer System Fund and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the Series 2025A Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Town of West Yellowstone, Montana, by its governing body, has caused this Bond to be executed by the signatures of the Mayor and Finance Director and attested by the Town Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the _____ day of _____, 2025.

Mayor

(SEAL)

Finance Director

ATTEST:

By _____
Town Clerk

REGISTRATION AND TRANSFER

This Bond shall be fully registered as to both principal and interest. No transfer of this Bond shall be valid unless and until (1) the registered holder of the Bond, or his duly authorized attorney or legal representative, executes the form of assignment appearing on this Bond, and (2) the Finance Director as Registrar, has duly noted the transfer on the Bond and recorded the transfer on the Registrar's registration books. The Borrower shall be entitled to deem and treat the person in whose name this Bond is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of the Bond shall be made only to the order of the registered holder thereof, and all such payments shall be valid and effectual to satisfy and discharge the Borrower's liability upon the Bond to the extent of the sum or sums so paid.

REGISTER

The ownership of the unpaid principal balance of this Bond and the interest accruing thereon is registered on the books of the Town of West Yellowstone, Montana in the name of the registered holder appearing on the first page hereof or as last noted below:

Date of Registration	Name and Address of Registered Holder	Finance Director
_____, 2025	Department of Natural Resources and Conservation 1539 Eleventh Avenue Helena, MT 59620	

THE FOLLOWING ENTRIES ARE TO BE MADE ONLY BY THE
REGISTRAR UPON REGISTRATION OF EACH TRANSFER

The Finance Director of the Town of West Yellowstone, acting as Registrar, has transferred, on the books of the Borrower, on the date last noted below, ownership of the principal amount of and the accrued interest on this Bond to the new registered holder noted next to such date, except for amounts of principal and interest theretofore paid.

Date of Transfer	Name of New Registered Holder	Signature of Registrar

FORM OF ASSIGNMENT

For value received, this Bond is hereby transferred and assigned by the undersigned holder, without recourse, to _____ on this ____ day of _____, _____.

By: _____
(Authorized Signature)

For: _____
(Holder)

SCHEDULE B

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Administrative Expense Surcharge</u>	<u>Loan Loss Reserve Surcharge</u>	<u>Total Loan Payment</u>
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APPENDIX B-2

[Form of the Series 2025B Bond]

UNITED STATES OF AMERICA
STATE OF MONTANA
GALLATIN COUNTY

TOWN OF WEST YELLOWSTONE

SEWER SYSTEM REVENUE BOND
(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM),
SERIES 2025B

R-1

\$15,000,000

FOR VALUE RECEIVED, TOWN OF WEST YELLOWSTONE, MONTANA (the “Borrower”), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the “DNRC”), or its registered assigns, solely from the Revenue Bond Account of its Sewer System Fund, the principal sum equal to the sum of the amounts entered on Schedule A attached hereto under “Total Amount Advanced,” with interest on each such amount from the date such amount is advanced hereunder at the rate of two percent (2.00%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond, each at the rate of twenty-five hundredths of one percent (0.25%) per annum. Principal, interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1, commencing January 1, 2026 and concluding on July 1, 2055. The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule B attached hereto. Upon each disbursement of 2025B Loan amounts to the Borrower pursuant to the Resolution (described below), the DNRC shall enter (or cause to be entered) the amount advanced on Schedule A under “Advances” and the total amount advanced under the Resolution (as hereinafter defined), including such disbursement, under “Total Amount Advanced.” The DNRC shall prepare Schedule B and any revised Schedule B, or cause Schedule B and any revised Schedule B to be prepared, as provided in Section 5.1 of the Supplemental Resolution (as hereinafter defined). Schedule B shall be calculated and recalculated on a level debt service basis assuming an interest rate of two and one-half percent (2.50%) per annum. Past-due payments of principal and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Bond is one of an issue of Sewer System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of \$15,000,000 (the “Series 2025B Bond”). The Series 2025B Bond is issued to finance a portion of the costs of the construction of certain improvements to the sewer system of the Borrower (the “System”), to fund deposits to the Reserve Account, and to pay costs of issuance of the Series 2025B Bond. The Series 2025B Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 800 duly adopted by the Town Council on April 23, 2024 (the “Original Resolution”), as amended and supplemented by Resolution No. _____, adopted by the Council on August 5, 2025 (the Original Resolution, as so amended and supplemented, the “Resolution”). Terms used with initial capital letters but not defined herein have the meanings given to them in the Resolution.

The Series 2025B Bond is issuable only as a single, fully registered bond. The Series 2025B Bond is issued on a parity with the Borrower’s outstanding Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2024B (the “Series 2024B Bond”). The Borrower is also issuing simultaneously herewith its Subordinate Lien Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2025A. The 2025B First Advance is made as of the date hereof.

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the Series 2025B Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional Bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Series 2024B Bond, Series 2025B Bond, and any other Bonds thereafter issued under the Resolution (collectively, the “Bonds”) or otherwise, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the Series 2025B Bond.

The Borrower may prepay the principal of the Series 2025B Bond only if (i) a Determination Statement has been delivered, (ii) it obtains the prior written consent of the DNRC thereto, and (iii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the Series 2025B Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity, or, if the DNRC determines in its discretion, the remaining principal amount following such prepayment will be reamortized over the remaining term of this Series 2025B Bond.

The Series 2025B Bond, including interest and any premium for the redemption hereof, are payable solely from the Net Revenues pledged for the payment thereof and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision. Net Revenues pledged to the payment of the Series 2025B Bond include Pledged Resort Tax Revenues which the Borrower has pledged and appropriated to the Revenue Bond Account in accordance with the provisions of the Resolution.

The Borrower may deem and treat the person in whose name this Series 2025B Bond is registered as the absolute owner hereof, whether this Series 2025B Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The Series 2025B Bond may be transferred as hereinafter provided.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created an Operating Account in its special Sewer System Fund into which the Gross Revenues of the System will be paid, and a separate and special Revenue Bond Account in that Sewer System Fund, into which will be paid, from and as a first and prior lien on the Net Revenues of the System then on hand (the sum of (a) Gross Revenues less Operating Expenses plus (b) Pledged Resort Tax Revenues), by October 15 and April 15 an amount equal to at least one-half of the principal of and interest on the Bonds due on January 1 and July 1, respectively, and by December 15 and June 15 an amount equal to all of the principal of and interest on the Bonds due on each January 1 and July 1, respectively, all as more particularly described and subject to the provisions of the Resolution; that the Borrower has created a Reserve Account in the Sewer System Fund into which shall be paid additional Net Revenues, after required credits to the Revenue Bond Account, sufficient to maintain a reserve therein equal to, as of the date of calculation, the Reserve Requirement; that the Revenue Bond Account will be used only to pay the principal of, premium, if any, and interest on the Series 2024B Bond, the Series 2025B Bond, and any additional Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide Gross Revenues adequate to pay promptly the Operating Expenses, to produce during each Fiscal Year, together with Pledged Resort Tax Revenues, Net Revenues not less than 110% of the maximum annual principal and interest payable on the outstanding Bonds in any subsequent Fiscal Year and to maintain the Reserve Account at the Reserve Requirement; that additional Bonds may be issued and made payable from the Revenue Bond Account on a parity with the Series 2024B Bond, the Series 2025B Bond, and other parity Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the Series 2024B Bond, the Series 2025B Bond, and additional Bonds on such Net Revenues; that all provisions for the security of the holder of this Series 2025B Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this Series 2025B Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed as so required; and that this Series 2025B Bond and the interest hereon are payable solely from the Net Revenues of the System (to include Pledged Resort Tax Revenues) pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the Series 2025B Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Town of West Yellowstone, Montana, by its governing body, has caused this Bond to be executed by the signatures of the Mayor and Finance Director and attested by the Town Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the _____ day of _____, 2025.

Mayor

(SEAL)

Finance Director

ATTEST:

By _____
Town Clerk

REGISTRATION AND TRANSFER

This Bond shall be fully registered as to both principal and interest. No transfer of this Bond shall be valid unless and until (1) the registered holder of this Bond, or his duly authorized attorney or legal representative, executes the form of assignment appearing on this Bond, and (2) the Finance Director as Registrar, has duly noted the transfer on the Bond and recorded the transfer on the Registrar's registration books. The Borrower shall be entitled to deem and treat the person in whose name this Bond is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of the Bond shall be made only to the order of the registered holder thereof, and all such payments shall be valid and effectual to satisfy and discharge the Borrower's liability upon the Bond to the extent of the sum or sums so paid.

REGISTER

The ownership of the unpaid principal balance of this Bond and the interest accruing thereon is registered on the books of the Town of West Yellowstone, Montana in the name of the registered holder appearing on the first page hereof or as last noted below:

Date of Registration	Name and Address of Registered Holder	Finance Director
_____, 2025	Department of Natural Resources and Conservation 1539 Eleventh Avenue Helena, MT 59620	

THE FOLLOWING ENTRIES ARE TO BE MADE ONLY BY THE
REGISTRAR UPON REGISTRATION OF EACH TRANSFER

The Finance Director of the Town of West Yellowstone, acting as Registrar, has transferred, on the books of the Borrower, on the date last noted below, ownership of the principal amount of and the accrued interest on this Bond to the new registered holder noted next to such date, except for amounts of principal and interest theretofore paid.

Date of Transfer	Name of New Registered Holder	Signature of Registrar

FORM OF ASSIGNMENT

For value received, this Bond is hereby transferred and assigned by the undersigned holder, without recourse, to _____ on this ____ day of _____, _____.

By: _____
(Authorized Signature)

For: _____
(Holder)

SCHEDULE B

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Administrative Expense Surcharge</u>	<u>Loan Loss Reserve Surcharge</u>	<u>Total Loan Payment</u>
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APPENDIX C

ADDITIONAL AGREEMENTS, REPRESENTATIONS AND COVENANTS

NONE

APPENDIX D

\$15,100,000
Sewer System Revenue Bonds
(DNRC Water Pollution Control State Revolving Loan Program)
consisting of \$100,000 Subordinate Lien Taxable Series 2025A Bond
and \$15,000,000 Series 2025B Bond
Town of West Yellowstone, Montana

COMPLIANCE CERTIFICATE AND REQUEST

We, _____, and _____, hereby certify that we are on the date hereof the duly qualified and acting Town Manager and Finance Director, respectively, of the Town of West Yellowstone, Montana (the “Borrower”), and that:

1. Pursuant to Resolution No. 800 duly adopted by the Town Council on April 23, 2024 (the “Original Resolution”), as amended and supplemented by Resolution No. _____, adopted on August 5, 2025, entitled “Resolution Relating to \$15,100,000 Sewer System Revenue Bonds (DNRC Water Pollution Control State Revolving Loan Program), Consisting of \$100,000 Subordinate Lien Taxable Series 2025A Bond and \$15,000,000 Series 2025B Bond; Authorizing the Issuance and Fixing the Terms and Conditions Thereof” (the “Supplemental Resolution”), the Borrower issued its Subordinate Lien Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2025A, dated, as originally issued, as of _____, 2025, in the maximum aggregate principal amount of \$100,000 (the “Series 2025A Bond”), and its Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2025B, dated, as originally issued, as of _____, 2025, in the maximum aggregate principal amount of \$15,000,000 (the “Series 2025B Bond”). The Borrower has reviewed the Supplemental Resolution, including, without limitation, Articles II and III thereof, and the definitions relating thereto. The Borrower acknowledges and agrees that the Series 2025A Bond evidences a loan made to the Borrower from the DNRC from funds made available to the DNRC from the EPA Capitalization Grant, and that this Certificate is being relied upon by the DNRC for ensuring compliance with requirements applicable to the Borrower, the DNRC, and the 2024 Project (as hereinafter defined). Capitalized terms used herein without definition shall have the meanings given them in the Original Resolution, as amended and supplemented as described above (as so amended and supplemented, the “Resolution”).

2. The Series 2025A Bond is issued to finance a portion of the costs of construction and installation of various improvements to the System, generally described as the 2024 Project (the “2024 Project”) in the Resolution. Construction of the 2024 Project has complied with all federal and state standards, including, without limitation, EPA regulations and standards. The 2024 Project is expected to be completed and placed in service on or about _____, 20__.

3. Costs of the 2024 Project in the amount of \$_____ have been paid as of the date of delivery of this Certificate. The Borrower hereby waives its right to any remaining 2025A Committed Amount not advanced or to be advanced upon delivery hereof. The Borrower

specifically confirms and agrees that any remaining amounts of the 2025 Loans to be lent to the Borrower, if any, shall be evidenced by the Series 2025B Bond.

4. As of the date hereof, the Borrower has spent the following amounts in connection with the 2024 Project and costs related thereto:

Audit Fees	
Bond Costs	
Debt Service Reserves	
Engineering- Basic Services	
Engineering- Additional Services	
Equipment	
Construction	
Contingency	
TOTAL PROJECT BUDGET	

Of such amounts, \$_____ were paid from advances of proceeds of the Series 2025A Bond.

5. The Trustee has delivered to the Borrower a copy of Schedule B to be attached to the Series 2025A Bond, which reflects the amortization of all advances made or to be made on the date hereof of proceeds of the Series 2025A Bond (i.e., \$_____). The Borrower hereby acknowledges and agrees that Schedule B has been calculated in accordance with the provisions of the Resolution and the Indenture, and that the Series 2025A Bond, with said Schedule B attached thereto, has been duly issued pursuant to the Resolution and is a valid and binding obligation of the Borrower in accordance with its terms and the terms of the Resolution; provided, however, if the DNRC delivers a Forgiveness Statement, the Borrower’s obligation to repay the principal of the Series 2025A Bond and interest and surcharges thereon is thereupon forgiven, and if the DNRC delivers a Noncompliance Statement, amounts advanced under the 2025A Loan evidenced by the Series 2025A Bond shall bear interest from and after the first advance of principal of the Series 2025A Bond at the rate of two percent (2.00%) per annum and the Borrower shall pay currently with interest the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge, all as described in Section 5.1.2 of the Supplemental Resolution authorizing the Series 2025A Bond.

6. The representations of the Borrower contained in Articles II and III of the Supplemental Resolution are true and complete as of the date hereof as if made on this date, except to the extent that the Borrower has specifically advised the DEQ and the DNRC otherwise in writing.

7. No default in any covenant or agreement on the part of the Borrower contained in the Resolution has occurred and is continuing.

8. The Borrower is delivering this Certificate to the DNRC, in part, to ensure compliance with EPA regulations and standards. The Borrower certifies that (i) all laborers and mechanics employed by contractors and subcontractors on the 2024 Project have been and will be paid wages at rates not less than those prevailing on projects of a character similar in the

locality as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code; and (ii) if American Iron and Steel applies (a) all the iron and steel products used in the 2024 Project are produced in the United States in compliance with and within the meaning of the “American Iron and Steel” provisions of Section 436 of the Consolidated Appropriations Act of 2014 (P.L. 113-76), as amended, or, if BABA applies, (b) all iron and steel, manufactured products, and construction materials used in the 2024 Project are produced in the United States in compliance with and within the meaning of the provisions of the Build America, Buy America Act (“BABA”) of the Infrastructure Investment and Jobs Act (P.L. 117-58, div. G, title IX, Nov. 15, 2021, 135 Stat. 1294, as amended by P.L. 117-67, div. B, title II, §10254, Aug. 9, 2022, 136 Stat. 1502, and as further amended).

9. The Borrower acknowledges and agrees that this Certificate completed by the Borrower in form satisfactory to the DNRC must be executed and delivered to the DNRC by the date that is 30 days after receipt of the form of this Certificate from the DNRC. By submitting this Certificate, the Borrower requests that the DNRC forgive the obligation of the Borrower to repay the principal of the Series 2025A Bond, together with interest and surcharges thereon. The Borrower acknowledges and agrees that (i) the forgiveness of principal of and interest and surcharges on the Series 2025A Bond by the DNRC is contingent on the timely delivery of this Certificate by the Borrower in satisfactory form as determined in the DNRC’s sole and complete discretion, (ii) the DNRC has no obligation to grant such forgiveness; and (iii) if the DNRC delivers to the Borrower a Noncompliance Statement, (a) the obligation of the Borrower to repay the principal of the Series 2025A Bond plus interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge thereon shall continue in full force and effect until the principal of the Series 2025A Bond advanced and interest, Administrative Expense Surcharge, and Loan Loss Reserve Surcharge thereon are paid in full, as set forth in Schedule B delivered pursuant to paragraph 5 above, and as provided in the Series 2025A Bond and the Resolution, and (b) the Borrower shall, as necessary, within the 3-month period specified in the Supplemental Resolution, adjust its rates and charges to produce Net Revenues and Surplus Net Revenues required by the rate covenant in the Resolution.

WITNESS our hands on behalf of the Borrower as of this ____ day of _____, 20__.

TOWN OF WEST YELLOWSTONE,
MONTANA

By _____
Town Manager

By _____
Finance Director



Town Council Agenda Item Summary Report

Meeting Date: August 5, 2025	
Item Title: Authorization for confidential records destruction	
Submitted By (Name/Title): Dan Walker, Town Manager	
Discussion Only <input type="checkbox"/>	Discussion/Action <input checked="" type="checkbox"/>
Funding Source: N/A	Budgeted <input type="checkbox"/>
Estimated Date of Completion: 9/1/25	

Item Summary

I have a number of old police background and psychological exams located in a secure cabinet in my office that i would like to dispose of.

We have followed the guidance of Schedule 8, which is the Municipal Records Schedule prepared, approved and published by the Montana Local Government Records Committee, last revised in October 2023.

Per Schedule 8, Series 1110-19 Personnel Recruitment Files including personnel recruitment materials must be retained for 3 years after selection has been made.

Confidential records may be disposed after completing form RM88, presenting it to the local governing board for approval, Disposing of the records, signing and dating the bottom of Form RM 88* and noting the means by which the records have been disposed, and retaining the completed Form RM88 for 30 years.

Staff Recommendation

Approve Records Destruction Document (RM88) to dispose of Series 1110-19 Personnel Recruitment Files from 2/15/2015 to 7/31/2022 and authorize Town Staff to dispose of the records accordingly.

Suggested Motion

I move we approve Records Destruction Document (RM88) to dispose of Series 1110-19 Personnel Recruitment Files from 2/15/2015 to 7/31/2022 and authorize Town Staff to dispose of the records accordingly.

RECORDS DESTRUCTION DOCUMENT (RM88)

NO.

PAGE 1 OF 1 PAGES

1. AGENCY NAME AND DIVISION/PROGRAM:
Town of West Yellowstone

2. AGENCY CONTACT:
NAME: Dan Walker

PHONE #: 406-646-7795
EMAIL: dwalker@townofwestyellowstone.com

3. NOTICE OF INTENTION: The schedule records listed in Item 5 are to be disposed of in the manner checked below (specify only one).

- Delete
 Incinerate
 Shred as Classified
 Toss without Restriction

 Other: Explain

4. SUBMITTED BY: I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements or **Offer to the State Historical Society Archives** has been fully justified, and that further retention is not required for any litigation pending or imminent. *Documentation attached from Historical Society.*

SIGNATURE:
NAME AND TITLE:
DATE:

5. LIST OF RECORD SERIES

NOTE: Attach any inventories or Excel spreadsheets to this form to help validate records destroyed.

a. Retention Schedule Number	b. Item number listed on Retention Schedule	c. Record Series Title	d. Retention in months/years	e. Inclusive Dates	f. Volume in Cubic Feet	g. Disposition Action and Date completed after Authorization
8 Municipal	1110-19	Personnel Recruitment Files background and psychological	3 years	2/15/2015-7/31/2022	2	

6. DISPOSAL AUTHORIZATION: Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

Custodian/Records Manager

Name: Date:

Signature:

7. DISPOSAL CERTIFICATE: The above listed records have been disposed of in the manner and on the date shown in column g.

Name and Title:

Signature:

Schedule 8 Municipal Retention Schedule

Local Government Records Management

Per the duties and responsibilities set forth in 2-6-1202 MCA, the [Local Government Records Committee](#) (LGRC), has approved this records retention schedule to assist you in managing your records. If you have questions or comments about the schedule, procedures or want to request a change to the retention schedule, please contact us:

Local Government Records Committee

Local Government Services Bureau

P.O. Box 200547

Helena MT 59620-0547

SOSLocalGovtRecCom@mt.gov

About retention periods

Retention periods assigned to records are minimums. Local governments are not required to destroy or otherwise dispose of records at the end of the minimum time frame outlined in a retention schedule. If a retention period in a record schedule refers to a fiscal year, the records retention clock begins the month the local government receives the final fiscal year audit report relating to those records.

Disposition & Destruction of Public Records

By state law (7-5-4124 MCA) All requests to dispose municipal records must be approved by the governing body. Cities and towns may dispose of records that have met their retention requirements provided they are:

- not subject to a legal or regulatory hold
- the disposal is carried out in accordance with federal/state/local laws and a retention schedule approved by the LGRC (2-6-1202 MCA,) and/or
- a court order

Cities and towns should follow best practices and document the disposal of their public records. There are two different legal procedures that must be followed before disposing public records. The first relates to records under ten years old and records that contain confidential information. The second process relates to public records that are over ten years old. State law (2-6-1205 MCA) requires that non-confidential records must first be offered on a central registry in case entities like the Montana Historical Society-State Archives, colleges/universities, historical museums, genealogy societies, and the general public want to claim them. Follow the priority order listed in the statute if you get multiple requests for the records.

Retention schedule says: (Disposal form RM88*)

Applicable to: Records **under** ten years old and to records **that contain** confidential information

1. Complete Form RM 88* listing each record series to be disposed.
2. Present the form to your governing body for approval.
3. Dispose the records, sign and date the bottom of Form RM 88* and note the means by which the records have been disposed. Retain the completed Form RM88* for 30 years.

Retention schedule says: (Disposal form RM60*)

Applicable to: Records **over** ten years old that **do not contain** confidential information.

1. Completed Form 60 listing each record series to be disposed.
2. Present the form to your governing body for approval.
3. Email the form to the LGRC at SOSLocalGovtRecCom@mt.gov.
4. The LGRC will review and route the form for approval by:
 - a. Local Government Services Bureau
 - b. Montana Historical Society
 - c. Local Government representative
5. The form is forwarded to the Secretary of State's Records and Information Management (RIM) division to post on the [local government records listserv](#). They note the date the records were placed on Form RM60 for the 60-day notice period required by 2-6-1205.
6. Form RM60 will be returned to you, and you can dispose of the records 60 days after the date listed by the State RIM Division on the form if the records haven't been claimed.
7. Dispose the records, sign and date the bottom of Form RM60 and note the means by which the records have been disposed. Retain the completed Form RM60 for 30 years.

Confidential records

The local government unit bears responsibility to determine if records are confidential and should note which records are confidential on each request for disposal. If you have questions, please see the Montana Constitution,

Schedule 8 Municipal Retention Schedule

Article II, [Section 9](#) and [Section 10](#), Title II statutes at [2-17-553, MCA](#), and consult legal counsel.

Legal and regulatory records holds

Local government units should not dispose of records subject to litigation, a legal proceeding, an audit and/or a formal investigation, even if the records have met their retention requirements.

Electronic records and recordkeeping systems

The Local Government Records Committee has adopted the Association of Records Managers & Administrators (ARMA) International's Generally Accepted Recordkeeping Principles® for local governments using electronic systems to store long-term records, ©2014 ARMA International, www.arma.org. Local governments should use them as the framework to design, implement, operate, and decommission the systems and to manage the records and data within the systems. Planning should include preservation considerations to ensure records are trustworthy, complete, accessible, and durable over time. Best practices for electronic records preservation include the creation and routine maintenance of a preservation plan. Samples and guidance can be requested from LGRC. If you digitize your paper or microfilm records, the LGRC recommends that your city/town take official action through an official adopted policy or resolution declaring your electronic records as the official records. Use the procedures above under "Disposition & Destruction of Public Records" to document the disposal of the paper or microfilm.

Microfilm/Microfiche

If a local government unit uses archival-quality microfilm or microfiche, as the official storage medium, the unit should carefully review the microfilm before disposing the original paper records to ensure readability. Microfilm or microfiche may be considered as a long-term or permanent, low-cost, storage medium for public records, provided that the filming process, development, and storage of the film master meets certain national standards. To verify whether your film meets these standards, contact the Secretary of State Records and Information Management Division by email or by phone at (406) 444-9000. If you microfilm your paper records, the LGRC recommends that your city/town take official action declaring your microfilm records as the official records. Procedures above under "Disposition & Destruction of Public Records" should be used to document the disposal of the paper records.

1110 General (Common) Records		
Record Series Title and Description	Retention and Disposition	Citation/Comments
<p>16 MEMBERSHIP IN ASSOCIATIONS, SOCIETIES, AND COMMITTEES—cont. b Records documenting membership of staff in professional organizations, however, not in an official capacity as a City representative. Includes correspondence, copies of speeches, newsletters, copies of minutes, and miscellaneous materials. These records do not reflect official City positions. If membership is paid for with city funds, then these are city records. If membership is paid for by employee, they are personal papers, not city records.</p>	<p>b Retain 3 years or when no longer needed for reference, whichever is sooner; destroy.</p>	
<p>17 MASTER PLANS Master plans and comprehensive plans developed by departments.</p>	<p>Permanent.</p>	
<p>18 PERSONNEL FILES Unofficial personnel folders maintained by departments</p>	<p>Transfer to official personnel file.</p>	
<p>19 PERSONNEL RECRUITMENT FILES Position descriptions, resumes of prospective employees, and personnel recruitment material.</p>	<p>Retain 3 years after selection is made; destroy.</p>	
<p>20 POLICY AND PROCEDURE FILES Master set of directives, administrative rules, and other formal policy and procedural issuances. Formal issuances created by department or division for which the policy or procedure is a program function</p>	<p>Permanent.</p>	

Resolution No. 824

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WEST YELLOWSTONE, MONTANA TO ADOPT THE RECORDS RETENTION SCHEDULE FOR LOCAL GOVERNMENTS INCLUDING ANY AMENDMENTS THERETO AS ESTABLISHED BY THE STATE OF MONTANA LOCAL GOVERNMENT RECORDS COMMITTEE AND TO NAME A CUSTODIAN RECORDS MANAGER

WHEREAS, equipment and space for records storage is limited; and

WHEREAS, on February 15, 2001, the Town Council adopted Resolution No.388 adopting the records retention and disposition Schedule approved by the Department of Commerce; and

WHEREAS, since the adoption of Resolution No. 388, there have been numerous changes and updates to what is now known as the Montana Local Government Records Committee; and

WHEREAS, Section 7-5-4124 MCA authorizes the disposal of records that have met the retention period, as contained in the local government records retention and disposition schedules, and that are no longer needed by the office; and

WHEREAS, records retention and disposition schedule approved by the Town Council under Resolution No. 388 is outdated and must be replaced with a resolution that adopts the current Schedules and any amendments to those schedules in the future; and

WHEREAS, the Town Clerk shall be named the Custodian Records Manager for the purpose of disposing of Town records.

NOW THEREFORE BE IT RESOLVED THAT the Town of West Yellowstone adopts the records retention schedules for local government units and any amendments thereto as established by the State of Montana Local Government Records Committee.

PASSED AND ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF WEST YELLOWSTONE THIS 5th DAY OF AUGUST 2025.

Mayor

Council Member

Council Member

Council Member

Council Member

ATTEST:



Town Clerk

EXPOSITION LICENSE & SPECIAL EVENT PERMIT APPLICATION

Town of West Yellowstone, Montana



Event: _____
Sponsor Organization: _____
Sponsor Address: _____
Contact Person: _____
Contact Phone: _____ Fax: _____
E-mail Address: _____
Date(s) of Event: _____
Location of Event: _____

- A. **Event Detail:** Use the attached sheet to describe the event in detail and any special accommodations required from the Town.
- B. **Site Plan:** Detail the physical layout of the event on the attached site plan and return with the application. Provide as much detail and measurements as possible.
- C. **Liability Insurance:** If the event is taking place on public property, please provide a copy of the event's liability insurance naming the Town of West Yellowstone as additionally insured. Liability insurance coverage shall be in the minimum amounts of \$750,000 per claimant/\$1,500,000 per occurrence and include alcohol liability, if applicable. The Town Manager may grant exception to these limits based on general public health, safety and welfare associated with the request for exception, as well as the liability risk and the applicant's ability to pay.
- D. **Vendor List:** If the event includes vendors, provide a list of the names and addresses of all participating vendors 14 calendar days in advance.
- E. **Fees:** The basic fee for an event is \$25. Events that include vendors shall also pay \$25 per vendor for every vendor that does not already hold a business license in the Town of West Yellowstone.
- F. **Resort Tax:** The sponsor of exposition events must post a \$1500 bond in accordance with Chapter 3.12 of the West Yellowstone Municipal Code (www.codepublishing/MT/WestYellowstone.html). The sponsor and vendors must collect 4% on all resort tax applicable sales and remit to the Town by the 20th of the month after the month of the event. All sales, including entrance and participation fees, are subject to resort tax. Please review Chapter 3.12 of the WYMC for further information, including possible exemptions. The bond will be returned within 90 calendar days of remittance of the resort tax.
- G. **Alcohol Consumption:** Public drinking and public display of alcoholic beverages must conform with Section 9.12.020 of the West Yellowstone Municipal Code. The public place where the event will be held must be exempted by resolution of the Town Council before alcoholic beverages may be allowed. Please attach a separate letter addressed to the West Yellowstone Town Council making this request.
- H. **Sound:** Amplified sound may be allowed by obtaining an additional non-fee special permit from the Town Council, in accordance with Section 8.16.020 of the West Yellowstone Municipal Code. If applicable, please attach the Outside Amplification Permit Application.

Event Fee: \$ _____
Resort Tax Bond: \$ _____
Vendor(s) Fee: \$ _____
Total Due: \$ _____

Carrie Coan

Signature of Applicant

Date

Date Received by the Town: _____

Event Detail

Please use this sheet to describe your event in detail including expected sales, type of sales, layout, show tents, canopies, fencing, cars, security, toilets, seating, stage, etc. and any special accommodations you are requesting from the Town. Please also address parking, trash collection and disposal, expected number of participants and spectators, signs, alcohol use, and amplified sound (if applicable).

The Wretched Mess Fest is a two-day community celebration of art, fly fishing, and local history, organized by the West Yellowstone Foundation. The 2025 event is scheduled for September 5-6 and will take place in the Union Pacific Dining Lodge, adjacent lawn, casting pond and clinic parking area.

Art Activities: Includes professional chalk art on sidewalks and paved surfaces, live art demonstrations, and free art activities.

Fly Fishing Demos & Casting Contests: Montana fishing guides will offer casting tutorials and fly-tying demonstrations.

Live Music & Entertainment: A small stage will be set up in the parking lot area for live, amplified music, emceed storytelling, and possibly performances throughout both days.

Food & Beverage Vendors: We expect 3 food and beverage vendors (local), each operating under their own food & beverage licenses. Sales will include standard festival fare: tacos, beer, soda, wine, etc.

Merchandise Sales: Event-branded merchandise (shirts, stickers, hats) and art from participating artists will be available for sale. We are not requesting a resort tax bond waiver and have already paid the bond.

Layout & Equipment:

- Temporary 10x10 and 10x20 canopies will be used for vendors, activities, and information booths.
- Stage and sound equipment will be set up in the Billings Clinic parking lot, facing east toward the open lawn. Sound will be kept within reasonable volume and comply with all noise ordinances.
- Portable toilets (including accessible units) will be placed near food and activity zones.
- Trash and recycling bins will be placed throughout the event area and emptied throughout the day. A post-event cleanup crew will restore the site.

Security & Safety:

- Volunteer staff will monitor event area and assist with lost children, first aid, etc.
- Fire Department and Law Enforcement will be notified in advance.

Attendance & Parking:

- We expect approximately 2500-3500 attendees over the course of the weekend.
- Parking will be available in nearby public lots and street parking.
- Volunteers and vendors will be given guidance on setup and parking to avoid congestion.

Signage:

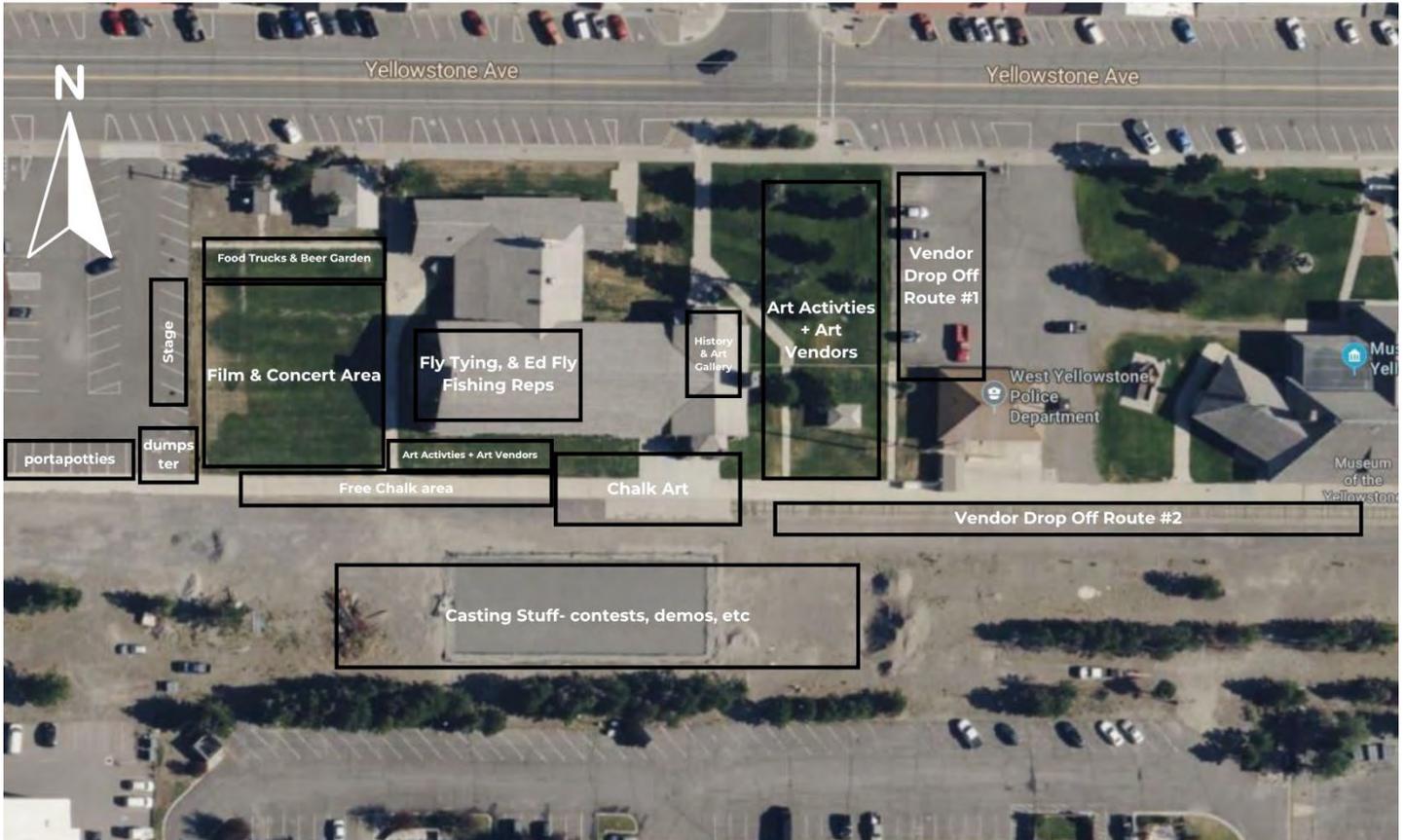
- Temporary event signage will be placed at the entrance points and around the event perimeter. All signage will be removed post-event.
- No permanent or damaging installation will occur.

Special Requests from the Town:

- Public Works: Move the stage to Billings Clinic parking lot and remove stage after the event is complete.
- Public Works: Place a dumpster in the Billings Clinic parking lot for the event.
- Other requests submitted to the town:
 - Outside Amplification Permit Application submitted 08/01/2025
 - Open Container Resolution Request submitted 08/01/2025

SITE PLAN

Event: Wretched Mess Fest



Complete this section if the event includes sales of any kind.

Event: _____ **Date(s)** _____

Attach additional sheets as necessary.

Primary Sponsor: _____
Contact Person: _____
Address: _____

Phone: _____
Type of sales: _____
Resort Tax applicable: YES NO

Vendor Name: _____
Contact Person: _____
Address: _____

Phone: _____
Type of sales: _____
Resort Tax applicable: YES NO

Vendor Name: _____
Contact Person: _____
Address: _____

Phone: _____
Type of sales: _____
Resort Tax applicable: YES NO

Vendor Name: _____
Contact Person: _____
Address: _____

Phone: _____
Type of sales: _____
Resort Tax applicable: YES NO

Vendor Name: _____
Contact Person: _____
Address: _____

Phone: _____
Type of sales: _____
Resort Tax applicable: YES NO

Vendor Name: _____
Contact Person: _____
Address: _____

Phone: _____
Type of sales: _____
Resort Tax applicable: YES NO

Vendor Name: _____
Contact Person: _____
Address: _____

Phone: _____
Type of sales: _____
Resort Tax applicable: YES NO

Vendor Name: _____
Contact Person: _____
Address: _____

Phone: _____
Type of sales: _____
Resort Tax applicable: YES NO

FOR OFFICE USE ONLY

Department	Initials	Date	Comments
Pub Services			
H20/Sewer			
Fire			
Police			
Finance			
Administration			
Notes/Conditions: _____			

Approved		Denied	_____ Town Clerk _____ Date

ATTACHMENTS

Liability Insurance	_____ Yes	_____ No	_____ Waived
Outside Amplification Permit	_____ Yes	_____ No	_____ NA
Encroachment Application	_____ Yes	_____ No	_____ NA
Open Container Resolution	_____ Yes	_____ No	_____ NA
Resort Tax Bond	_____ Paid	_____ Surety	_____ NA

- Complete vendor list will be provided 1-2 weeks prior to event
- Event insurance will be provided as soon as possible
- Resort tax bond has already been paid
- Outside Amplification permit submitted
- Open Container Resolution requested
- No encroachment request



Outside Amplification Permit Application Town of West Yellowstone

Event: _____

Contact Person: _____

Mailing Address: _____

Email Address: _____

Phone Number: _____

Signature of Property Owner of Record: _____

Date(s) of Event: _____

Location: _____

Amplification between the hours of: _____ and _____

Description of Event: _____

Carrie Coan

Signature of Applicant

Date

FOR OFFICE USE ONLY

Decision by Town Council:

Approved

Disapproved

Conditions: _____

Signature of Mayor/Town Manager: _____

Date

Resolution No. 825

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WEST YELLOWSTONE, MONTANA TO EXEMPT HERITAGE PARK FROM SECTION 9.12.020 OF THE WEST YELLOWSTONE MUNICIPAL CODE, PUBLIC DRINKING PROHIBITED, SEPTEMBER 5-6, 2025 DURING THE WRETCHED MESS FEST

WHEREAS, the Town Council of the Town of West Yellowstone desires to support and encourage events that bring visitors to the Town; and

WHEREAS, the Wretched Mess Fest is a special event that will be held in Heritage Park in the Town of West Yellowstone; and

WHEREAS, the Yellowstone Beer Company and Wretched Mess Fest organizers, desire to sell and allow the consumption of alcoholic beverages in Heritage Park on September 5, 2025 between the hours of 10 AM and 10 PM and September 6, 2025 between the hours of 10 AM and 10 PM; and

WHEREAS, in accordance with Section 9.12.020, Part B of the West Yellowstone Municipal Code, the Town Council may exempt by resolution a specific area of a public place where an event or activity will be held from the prohibition of public display or public drinking of alcoholic beverages;

NOW THEREFORE BE IT RESOLVED THAT the Town Council of the Town of West Yellowstone, County of Gallatin, State of Montana, grants an exemption to the Yellowstone Beer Company and the participants at the Wretched Mess Fest from the Public Drinking Prohibition in Heritage Park, effective September 5, 2025 between the hours of 10 AM and 10 PM and September 6, 2025 between the hours of 10 AM and 10 PM.

PASSED AND ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF WEST YELLOWSTONE THIS 5th DAY OF AUGUST 2025.

Mayor

Council Member

Council Member

Council Member

Council Member

ATTEST:



Town Clerk



Town Council Agenda Item Summary Report

Meeting Date: August 5, 2025	
Item Title: Madison Valley Bank CD 1001860 transfer to STIP	
Submitted By (Name/Title): Katie Thompson, Finance Director	
Discussion Only <input type="checkbox"/>	Discussion/Action <input checked="" type="checkbox"/>
Funding Source:	Budgeted <input type="checkbox"/>
Estimated Date of Completion: August 31, 2025	

Item Summary

We currently have a CD at Madison Valley Bank that has a current balance of \$246,659.71 as of August 1, 2025. This CD matures August 18, 2025. As of 07/28/2025, Madison Valley Bank could renew that CD for 8 months at an annual percentage yield of 2.86%.

As of 06/30/2025, we are earning 4.3567919% with our STIP investment.

Staff Recommendation

Staff recommendation is we close this CD with Madison Valley Bank and invest this money into our STIP account.

Suggested Motion

I make a motion to close CD 1001860 with Madison Valley Bank and to invest this money in STIP.

2025 Tentative Town Council Work Session Topics (Updated 08/01/2025)

August

8/19/25 NRMEDD. Wylie Phillips from Northern Rocky Mountain Economic Development District will be discussing a proposal for Business Housing Needs and Market Analysis and also other ways NRMEDD can assist the Town with Housing and Economic Development Projects.

September

9/2/25. Final Budget Review. Katie will give a final update regarding the FY 26 budget prior to final adoption.

9/2/25. Staffing Plan. We will review suggestions for changes to the Staffing Plan.

9/16/25 Growth Policy. The Planning Board will conduct a public hearing regarding recommendations for the Growth Policy.

October

10/21/25 Audit Review. Morgan Scarr of Amatics will present the results of the FY 24 Audit.

10/21/25. Resort Tax Ordinance. Katie would like to make some suggestions on changes to the Resort Tax Ordinance.

November

SFE Review. We will review the SFE Calculator and utility rates/utility revenue in the Fall of 2025.

December

WWTP Update. Forsgren will give an update on the status of the project and updated timeline (fall 2025).

Potential future topics (updated as priorities and timing require.)

Water Rights/Water Well. Deb Stephenson will update the Town Council on her work regarding water rights, and Kyle will report on the results of the Water Systems Analysis Report.

80 Acres Planning. Once the 80 acres zoning map is updated, the Town Council will need to discuss strategies to begin development of the 80 acres.

Insurance 101-MMIA.

Mammoth Room.

2025 past work session topics.

1/21/25. Town Council Priorities.

2/4/25 Department Head Reports.

2/18/25 WWTP Update.

3/4/24. Litigation update.

3/18/25. Development Review and Sewer Connections

4/8/25. 80 Acres zoning map.

4/22/25. Budget kick off meeting.

4/22/25. Study Commission Review.

5/20/25. Budget (CIP and Debt Management).

6/3/25 Budget (CIP)

6/17/25. Sewer Moratorium.

7/1/25. Budget (General Fund and Special Revenue).

7/15/25. Budget (Enterprise Funds/Final Budget Thoughts).

IMPORTANT ANNOUNCEMENT

! SEAL COATING SCHEDULE !

WHEN:

Monday, August 4th – Thursday, August 7th
Time: 10:00 PM – 6:00 AM (nightly)

WHERE:

- ✓ All town parking lots
- ✓ Streets south of Yellowstone Avenue

⊘ **NO PARKING OR DRIVING**
in affected areas during seal coating hours!

Thank you for your cooperation!

