

Town of West Yellowstone

Tuesday, December 2, 2025

West Yellowstone Town Hall, 440 Yellowstone Avenue

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

Meeting ID: 893 834 1297.

WORK SESSION – 6:00 PM

Wastewater Treatment Plant Update, Forsgren Associates

Discussion/Action

TOWN COUNCIL MEETING – 7:00 PM

Pledge of Allegiance

Comment Period

- Public Comment
- Council Comments

Treasurer's & Securities Reports

Purchase Orders #7018 to Broadwater Equipment Services, heavy equipment repairs, \$14,415.49
#7019 to Midwest Welding & Machine, 2 western 8' plows + install, \$15,406.58

Claims

Business License Applications: Two Bears Den LLC, nightly rental unit at 235 Gibbon #15

Minutes: **November 18, 2025** Town Council Meeting

Town Manager & Staff Reports

Advisory Board Reports

Public Hearing: FY 2025 Budget Amendment

NEW BUSINESS

Resolution No. 827, FY 2025 Budget Amendment

Discussion/Action

Engineering Project Proposals

Discussion/Action

- Rapid Infiltration Basins at Wastewater Treatment Plant
- Sewer Lift Station Expansion

Snow Removal Service Agreement, Tri-State Excavating

Discussion/Action

Special Event Permits

Discussion/Action

- Christmas Stroll, December 19, 2025 – outside amplification, encroachment
- Kids n Snow, 2025-2026 series – street activities

Tourism Business Improvement District Board of Trustees appointment

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.

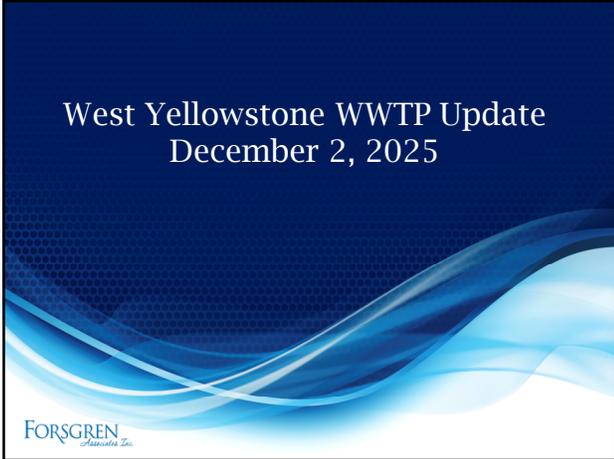
Oral Communication

- 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.

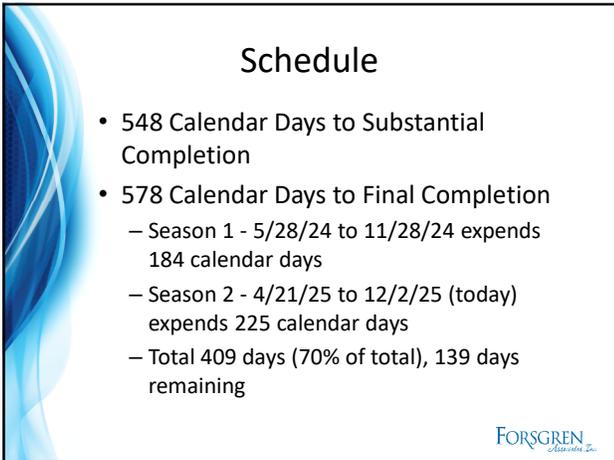
General Town Council Meeting Information

- 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.

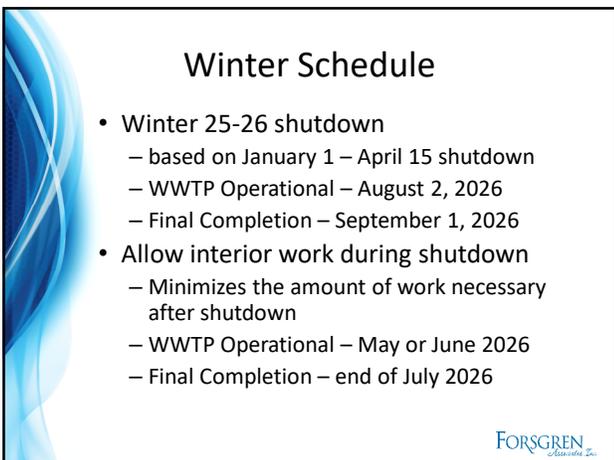




1



2



3

Financial

- Total RSCI Contract Amount
 - \$31,209,695.88 (original)
 - \$31,300,592.88 (with CO 1,2&3)
- Total Payments to RSCI
 - \$20,841,987.30
 - 67% of contracted amount



4

Work Done

- Excavation and backfill – 95%
- Yard piping – 90 %
- Concrete – 99 %
- Metal building – 50 %
- Interior equipment / piping – 10% installed
- Walkways – 50%
- Submittals
 - Only miscellaneous items remaining
- 60 RFI's completed
- Under contract with Scada Programmer / Integrator



5

Work Done – 2024 Season





6

Work Done – 2025 Season



FORSGREN
Associates, Inc.

7

Next Steps

- Complete metal building
- Install piping, instrumentation, equipment in building
- Electrical install
- Integrate SCADA
- Dry testing
- Clean(ish) water testing
- Tie-in to collection system

FORSGREN
Associates, Inc.

8

P.O. BOX 1570

TOWN OF WEST YELLOWSTONE MONTANA

PHONE: 406-646-7795

FAX: 406-646-7511

info@townofwestyellowstone.com

PURCHASE ORDER

Date 11/24/2015

Ship Via 1000 - 430200 - 369 JB

Order No. **7018**

Department

TO: Broadwater Equipment Services

ADDRESS: 1170 vs Highway 12 E

Townsend MT 59644 - 9760

PLEASE FURNISH THE TOWN OF WEST YELLOWSTONE WITH:

Quantity	Description
	<u>Repairing Heavy Equipment</u>
	<u>Dump Trucks, 624 Loader D55 Snowblower</u>
	<u>772 Grader, John Deere S655 E, P55-1000 Snowblower</u>

Estimated Cost \$ 14,415.49

Requested By: Jan Burr

Accounting Code 1000-430200 - 369 JB



Authorized By: _____

VENDOR COPY - White OFFICE COPY - Canary

Approved By: [Signature]

INVOICE

**Broadwater Equipment Services
LLC**
1170 US Highway 12 E
Townsend, MT 59644-9760

Ben@BroadwaterES.com
+1 (406) 410-6557



Bill to

Jon Brown
Town of West Yellowstone Public Works
316 Yellowstone Ave
West Yellowstone, Montana
59758 USA

Ship to

Jon Brown
Town of West Yellowstone Public Works
316 Yellowstone Ave
West Yellowstone, Montana
59758 USA

Invoice details

Invoice no.: 1163
Terms: Net 30
Invoice date: 11/21/2025
Due date: 12/21/2025

#	Product or service	Description	Qty	Rate	Amount
1.	West Yellowstone Travel Charge	West Yellowstone Travel Charge, Round Trip, not including lodging	1	\$1,400.00	\$1,400.00
2.	Lodging	Lodging 11/17, 11/19, and 11/20/25	3	\$170.46	\$511.38
3.	Parts	80W-90 Gear Oil, Per Gallon *For LaRue Snowblower*	2	\$25.73	\$51.46
4.	Parts	HM2-08-SBC Hydraulic Multiplier Kit *For John Deere 5055E Tractor*	1	\$844.99	\$844.99
5.	Parts	AK-08S Adapter Kit *For John Deere 5055E Tractor*	1	\$32.49	\$32.49
6.	Deutsch Pins	Deutsch Pin *For John Deere 5055E Tractor*	2	\$0.83	\$1.66
7.	Deutsch Sockets	Deutsch Socket *For John Deere 5055E Tractor*	2	\$1.01	\$2.02
8.	3 pin Deutsch Plug	3 pin Deutsch Plug *For John Deere 5055E Tractor*	1	\$1.75	\$1.75
9.	3 pin Deutsch Receptacle	3 pin Deutsch Receptacle *For John Deere 5055E Tractor*	1	\$3.35	\$3.35

10. Parts	Flow Control Valve Kit *For John Deere 5055E Tractor*	1	\$119.67	\$119.67
11. Parts	John Deere Hy-Gard, 5 Gallon Bucket *For John Deere 772G Grader*	2	\$115.00	\$230.00
12. Hose Guard	Epha HP8 Hose Guard	2	\$12.75	\$25.50
13. Parts	Pioneer 4050-2P Quick Coupler *For Yellow S&S Snowblower*	2	\$41.93	\$83.86
14. Parts	Pioneer 4010-2P Quick Coupler *For Yellow S&S Snowblower*	1	\$19.99	\$19.99
15. General Field Labor	General Field Labor *For JD 772 Grader and Henke Blades*	2.5	\$170.00	\$425.00
16. Overtime Field Labor	Overtime field labor *For JD 772 Grader and Henke Blades*	9	\$255.00	\$2,295.00
17. General Field Labor	General Field Labor *For JD 624 Loader*	3	\$170.00	\$510.00
18. Overtime Field Labor	Overtime field labor *For JD 624 Loader*	3.5	\$255.00	\$892.50
19. General Field Labor	General Field Labor *For JD 5055E Tractor and Schulte Snowblower*	7	\$170.00	\$1,190.00
20. Overtime Field Labor	Overtime field labor *For JD 5055E Tractor and Schulte Snowblower*	2.5	\$255.00	\$637.50
21. General Field Labor	General Field Labor *For LaRue Snowblower*	7	\$170.00	\$1,190.00
22. General Field Labor	General Field Labor *For FL112 Dump Truck*	5	\$170.00	\$850.00
23. Overtime Field Labor	Overtime field labor *For FL112 Dump Truck*	0.5	\$255.00	\$127.50
24. General Field Labor	General Field Labor *For FL80 Dump Truck*	1.5	\$170.00	\$255.00
25. General Field Labor	General Field Labor *For 112SD (New) Dump Truck*	0.5	\$170.00	\$85.00
26. General Field Labor	General Field Labor *For yellow S&S snowblower*	1	\$170.00	\$170.00
27. Overtime Field Labor	Overtime field labor *For yellow S&S snowblower*	8	\$255.00	\$2,040.00
28. Shop Supplies	3% Shop Supplies Charge	1	\$419.87	\$419.87

Total

\$14,415.49

Thank you for your business!

This is for work done 11/17-11/21/25 on various equipment and

P.O. BOX 1570

**TOWN OF WEST YELLOWSTONE
MONTANA**

PHONE: 406-646-7795

FAX: 406-646-7511

info@townofwestyellowstone.com

PURCHASE ORDER

Date 4/25/25

Ship Via cip

Order No. **7019**

Department 4000-430200-940

TO: Midwest Welding & Machine

ADDRESS: 2320 no 7th Avenue Bozeman MT

PLEASE FURNISH THE TOWN OF WEST YELLOWSTONE WITH:

Quantity	Description	
<u>2</u>	<u>Western 8' pro glow³</u>	<u>\$ 13,246.58</u>
	<u>Installation Labor</u>	<u>2,160⁰⁰</u>

Estimated Cost \$ 15,406.58

Requested By: Jon Brown

Accounting Code 4000-430200-940

Authorized By:

VENDOR COPY - White OFFICE COPY - Canary

Approved By: 



Quote

2320 No. 7th Avenue * Bozeman, MT 59715 * PH 406-587-5417 * F:406-587-5821 * www.midwest-welding.com

Company:		Attention:	
Address:		Email:	jbrown@townofwestyellowstone.com
		Phone:	406-640-7547

Inquiry Date	Project Due Date	Proposed Lead Time (ARO)	Ship Via
Quote Name	Salesperson	F.O.B.	Terms
WEST YELLOWSTONE PLOWS	HUNTER		

Quantity	Description	Unit	Price per Unit	Total
1	WESTERN 8' PRO-PLOW 3		6623.29	\$6,623.29
8	LABOR FOR INSTALL		\$ 135.00	\$1,080.00
1	WESTERN 8' PRO-PLOW 3		\$ 6,623.29	\$6,623.29
8	LABOR FOR INSTALL		\$ 135.00	\$1,080.00
TO CONFIRM ORDER, Please sign and return a copy			Total:	\$15,406.58

We are pleased to submit this quotation for your consideration. This quote is valid for 30 days. Due to current market conditions material cost may increase within 30 days.

Name:		Accepted By:	
Date:		Date:	

This quote is subject to the following conditions: We are not responsible for items not listed above. No taxes included. No retainage may be withheld. Delivery times subject to material availability. Prices, terms, and agreements listed above become part of any resultant order. If changes are required, a revised quotation will need to be signed. To confirm order, please sign and return a copy. Orders \$5000.00 or greater require a half down payment regardless of account terms, and outstanding account balances 30 days overdue will accrue interest charges of 1.5% each 30 day cycle until paid in full.

11/26/25
12:51:23

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 12/25

Page: 1 of 5
Report ID: AP100

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
52961		2264 MORNING GLORY COFFEE & TEA	46.25					
	319197	11/17/25 Dispatch coffee	46.25		POLICE	1000 420230	220	101000
52964		2088 Town West Yellowstone	873.20					
	12/01/25	utility chrgs, Chamber, 895	77.23		BLDGS	1000 411257	340	101000
	12/01/25	utility chrgs, UPDL, 892	126.98		BLDGS	1000 411252	340	101000
	12/01/25	utility chrgs, PS Shops, 884	58.70		BLDGS	1000 411253	340	101000
	12/01/25	utility chrgs. Povah Ctr, 887	109.71		BLDGS	1000 411255	340	101000
	12/01/25	utility chrgs, Police Dept, 886	74.21		BLDGS	1000 411258	340	101000
	12/01/25	utility chrgs, City Park, 885	187.11		BLDGS	1000 411253	340	101000
	12/01/25	utility chrgs, Library, 891	59.25		LIBBLD	1000 411259	340	101000
	12/01/25	utility chrgs, Twn Hall, 921	180.01		TWNHAL	1000 411250	340	101000
52969		3425 Bridger Built, LLC	24,195.03					
	03 WH	11/20/25 Well house #3	24,195.03		WATER	5210 430530	937	101000
52981		42 Fall River Electric	11,420.14					
	11/20/25	PARK, old firehouse 2901001	470.45		PARK	1000 411253	341	101000
	11/20/25	povah comm ctr 4212001	333.40		POVAH	1000 411255	341	101000
	11/20/25	unmetered lights 4212004	1,451.25		STLITE	1000 430263	341	101000
	11/20/25	RR Well 4212005	2,488.87		WATER	5210 430500	341	101000
	11/20/25	IRIS LIFT STATION 4212006	413.79		SEWER	5310 430600	341	101000
	11/20/25	POLICE 4212008	351.18		POLICE	1000 411258	341	101000
	11/20/25	TOWN HALL 4212009	362.15		TWNHLA	1000 411250	341	101000
	11/20/25	ICE RINK 421010	80.05		PARKS	1000 411253	341	101000
	11/20/25	S Canyon XmasTreelite 4212011	0.00		STLITE	1000 430263	341	101000
	11/20/25	Sewer Plant 4212012	1,804.25		SEWER	5310 430600	341	101000
	11/20/25	South Iris Street Well 4212013	172.71		WATER	5210 430500	341	101000
	11/20/25	Hayden/DeLaceyPump 4212014	197.76		SEWER	5310 430600	341	101000
	11/20/25	Hayden/Grouse Well 4212015	39.00		WATER	5210 430500	341	101000
	11/20/25	911 Tower 4212016	166.48		911	2850 420750	341	101000
	11/20/25	MADADD H20 Tower 4212017	56.47		WATER	5210 430500	341	101000
	11/20/25	SHOP 4212018	246.98		STREET	1000 430200	341	101000
	11/20/25	UPDL 220 Yell Ave4212019	39.00		UPDL	1000 411252	341	101000
	11/20/25	ANIMAL 4212029	169.05		ANIML	1000 440600	341	101000
	11/20/25	CLORINATOR 4212030	88.86		WATER	5210 430500	341	101000
	11/20/25	Electric Well 4212031	63.67		WATER	5210 430500	341	101000
	11/20/25	PARK 4212032	231.54		PARKS	1000 411253	341	101000
	11/20/25	UPDL 4212041	336.40		UPDL	1000 411252	341	101000
	11/20/25	861PowerLinTREATSERV 4212046	1,670.63		SEWER	5310 430600	341	101000
	11/20/25	LIBRARY 23 dunraven 4212054	186.20		LIBR	1000 411259	341	101000

11/26/25
12:51:23

TOWN OF WEST YELLOWSTONE
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For the Accounting Period: 12/25

Page: 2 of 5
Report ID: AP100

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
52984		709 TD&H Engineering	26,626.12					
	45487	11/21/25 Professional fee	15,571.87		80ACRE	4030 430630	354	101000
	45486	11/21/25 Professional fee	7,633.25		PLNNG	1000 411000	354	101000
	45486	11/21/25 Professional fee WellHouse#3	3,421.00		WATER	5210 430500	354	101000
		*** Claim from another period (11/25) ****						
53024		3535 Tristen Tallerico	165.94					
	11/07/25	Evaluation	165.94		POLICE	1000 420100	351	101000
		*** Claim from another period (11/25) ****						
53025		1331 West Yellowstone Foundation	2,000.00					
	11/20/25	2023UnusedGrantMoney	2,000.00		HELP	7010 450135	790	101000
53026		999999 ERNESTO ROMERO RIVERO	350.00					
	11/23/25	RefundcleaningdepositPovah	350.00		POVAH	2210 214001		101000
53027		3539 Prudent Publishing	286.53					
	E0059268	11/14/25 Help Fund Supplies	286.53		HELP	7010 450135	220	101000
53028		2507 Silvertip Pharmacy	10.00					
	11/14/25	Pharmacy Voucher	10.00		HELP	7010 450135	358	101000
53029		2958 SHI International Corp	328.00					
	B20385972	10/16/25 SmItemEquip	328.00		FINADM	1000 410510	212	101000
53030		2963 Gallatin County Emergency	500.00					
	251114-02	11/14/25 SFY26CommunityNotificSystem	500.00		911	2850 420750	398	101000
53031		3509 EZ Exteriors LLC	2,376.40					
	38206	11/17/25 GutterRepairPovah	2,376.40		POVAH	1000 411255	366	101000
53032		2551 TK Elevator	3,605.00					
	5003176845	10/28/25 PovahElevatorrepair	3,605.00		POVAH	1000 411255	350	101000
53033		2481 Platt	1,042.33					
	6S46442	11/07/25 Lights	129.40		PARKS	1000 460430	220	101000
	6T50336	11/05/25 Lights	228.23		PARKS	1000 460430	220	101000
	6T53031	11/07/25 Lights	684.70		PARKS	1000 460430	220	101000
53034		3315 IAS EnviroChem	1,582.00					
	2507419	11/20/25 Sewer Testing fees	1,582.00		SEWER	5310 430600	348	101000

11/26/25
12:51:23

TOWN OF WEST YELLOWSTONE
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Page: 3 of 5
Report ID: AP100

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
53035		3499 BROADWATER EQUIPMENT SERVICES	14,415.49					
	1163 11/21/25	EquipmentRepairs	14,415.49		STREET	1000 430200	369	101000
53036		2937 CINTAS First Aid & Safety	241.55					
	5303803009 11/20/25	FirstAideSupplies	241.55		STREET	1000 430200	351	101000
53037		3380 LES SCHWAB TIRE CENTER	1,548.56					
	7570033689 11/20/25	Vehicle Repairoil/lube	1,548.56		STREET	1000 430200	239	101000
53038		3316 C & B Operations, LLC	79.60					
	13519764 11/20/25	EquipmentRepair	79.60		STREET	1000 430200	369	101000
53039		3483 SWS Equipment	404.53					
	P18317SPO 11/18/25	EquipmentRepair	404.53		STREET	1000 430200	369	101000
53040		65 Tractor & Equipment	408.78					
	3053615 11/18/25	EquipmentRepair	408.78		STREET	1000 430200	369	101000
53041		2800 RDO Equipment Co.	1,728.15					
	8564216 11/18/25	EquipmentRepair	150.08		STREET	1000 430200	369	101000
	8560116 11/17/25	EquipmentRepair	311.16		STREET	1000 430200	369	101000
	8560216 11/17/25	EquipmentRepair	1,266.91		STREET	1000 430200	369	101000
53042	E	2323 Montana Department of Revenue	244.39					
	03W 11/20/25	Well House #3	244.39		WATER	5210 430530	937	101000
53043		3236 Nubia Allen	300.00					
	11/18/25	Spanish Interpreter	300.00		COURT	1000 410360	350	101000
53044		999999 ZACHARY RIAL	875.00					
	11/18/25	Exonerated Bond-Farr	875.00		COURT	7469 212401		101000
53045		999999 ROSA MORENO	385.00					
	11/18/25	Exonerated Bond-Aguilera	385.00		COURT	7469 212401		101000
53046		3499 BROADWATER EQUIPMENT SERVICES	2,281.67					
	1161 11/21/25	Vehicle Repairs	2,281.67		STREET	1000 430200	361	101000
53047		2822 Montana Drains LLC/Clear Blu	3,900.00					
	3325 11/24/25	SuctionExcavationSewer	1,050.00		SEWER	5310 430630	357	101000
	3326 11/24/25	EmergencyHydrojet	2,400.00		SEWER	5310 430630	357	101000
	3324 11/24/25	Manhole Cleaning	450.00		SEWER	5310 430630	357	101000

11/26/25
12:51:23

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 12/25

Page: 4 of 5
Report ID: AP100

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
53048		3509 EZ Exteriors LLC 11/25/25 NewGutteratCity Park	3,040.00 3,040.00		PARKS	1000 460430	365	101000
53049	E	3540 Montana Title & Escrow 11/26/25 Gibbon Ave Project	275,000.00 275,000.00		HOUSNG	2979 470300	398	101000
53050		2952 DIS Technologies 17505 11/05/25 Monthly IT	730.00 730.00		DSPTCH	1000 420160	398	101000
53051		3304 Survival Armor 0150800 06/11/25 Uniform Supplies	1,105.26 1,105.26*		POLICE	1000 420100	226	101000
# of Claims 33			Total: 382,094.92					
Total Electronic Claims			275,244.39	Total Non-Electronic Claims		106850.53		



Town of West Yellowstone Business License Application

Business Name: Two Bears Den LLC
 Applicant: Serghei Plesco
 Contact Person: Serghei Plesco
 Mailing Address: P.O. Box 2022
 Physical Address of Business: 235 Gibben Ave #15
 Phone Number: 406-214-9007 Fax Number: _____
 Email Address: liadocs@yahoo.com Website: _____

Signature of Property Owner of Record: *[Signature]*

Subdivision: Old Town
 Block: 3 Lot: 2 and 3

Zoning District, please mark one: S34 T13 S Ros

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

New Business Transfer of Ownership
 Change of Location Name Change

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

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

Am BnB Rental Unit

Business License Fee: \$ 53.00
 Resort Tax Bond: \$ 500.00
 Total Amount Due: \$ 553.00 pd

Signature of Applicant: *[Signature]*
 Signature of Applicant: _____
 Date: 5/20/25

FOR OFFICE USE ONLY			
Date Approved: _____	<input type="checkbox"/> Town Council	<input type="checkbox"/> Administration	_____
Date _____	Check # <u>1793</u>	Amount \$ <u>553.00</u>	License # _____
SCN _____	BLP _____	STX _____	RDX _____

Town of West Yellowstone
Town Council Meeting
November 18, 2025

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

OTHERS PRESENT: Town Manager Dan Walker, Town Clerk Liz Roos, Finance Director Katie Thompson, Public Services Director Jon Brown, Town Engineer Kyle Scarr, Town Attorney Jane Mersen by Zoom

Jan Neish-Island Park News

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

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

WORK SESSION

Mayor Watt calls the meeting to order. The first item on the agenda is a review of the Single Family Equivalency (SFE) calculator for sewer connections. Katie Thompson, Finance Director, and Kyle Scarr of TD&H Engineering address the Council. Scarr describes a recent analysis they conducted for the purpose of evaluating the number of SFEs that are being charged for particular types of use. Scarr explains that the current calculator used by the Town is based on business use and characteristics. He says that the SFE calculator was originally based on an assumed use of 225 gallons per SFE per day, which was based on sewer usage, but further analysis determined the value to be closer to 150 gallons per day. He explains they analyzed the same 13 hotel properties and 10 restaurants that were analyzed last year for usage. He compared the assigned number of SFEs for each property to the measured water usage. He displays a chart that illustrates that use by hotels appears to be quite close to the assigned SFEs, but restaurants are using considerably more than assigned SFEs. He does point out that magnitude is not really reflected on the chart and notes that these 13 hotels represent approximately 20% of usage for the entire town. Scarr concludes that the assigned usage for the hotels seems to be fairly accurate, but they may want to consider assigning more SFEs to restaurants. He says they may want to wait another year so they have a 3-year average. Benike asks if they can look back to usage from earlier years to get a 5-year average. Thompson addresses the Council and reports that for FY 2024 they collected \$1,528,486.43 and FY 2025 they collected \$1,725,399.73. She explains that as of today, they have drawn \$13,487,869 for the Waste Water Treatment Plant WWTP project. The bond coverage is \$33,000,000 and have a coverage consideration of 110%. This is achieved by adding in the annual pledge of \$1,000,000 of 1% resort tax revenue. They also need to consider the 80-acre development including the cost of sewer lines, professional fees, and a lift station addition. Her recommendation at this time is to keep the fee schedule the same and evaluate it again towards the end of the WWTP construction. Mathews expresses concerns about a 400% increase in the cost of water over the last 10 years.

Amber Smith addresses the Council by Zoom. She explains that at their Arrowhead property, a lodging property with 19 beds, is being charged the same rate as the large hotels for the self-service laundry. She contends that her property with only 19 beds should not be charged the same as the large hotels.

Mayor Watt explains that the second agenda item for the work session is an interview of Brock Wilson, who has applied to fill the current vacancy on the Town Council. Wilson has been elected to the Council for a term that begins in January 2026. Wilson introduces himself and explains that he is raising a family in the community and wants to be involved in the shaping of the community. Watt asks the rest of the Council if they would like to ask Wilson any other questions. Benike and Mathews have no questions, Griffith thanks Wilson for applying and says it's the clear the people have spoken. Watt says he also has no questions and thanks Wilson for stepping up to fill the vacancy.

The work session is adjourned at 6:33 PM.

Public Comment Period

Carrie Coan reports that they have already achieved a response rate of over 20% for the housing survey, which is a great response. She adds that Bozeman recently also conducted a survey regarding low to moderate housing options and had only a 1% response rate.

Council Comments

Travis Watt thanks everyone that ran for election to the Town Council. They had six candidates this year and the successful candidates were Brian Benike, Brock Wilson and Greg Forsythe. He also invites everyone to attend the Community Thanksgiving Dinner this Thursday, November 20, 2025 at the LDS Church.

ACTION TAKEN

- 1) Motion carried to approve Purchase Order #7014 to Taylor Chevrolet to purchase a 2025 Chevrolet Silverado 3500 HD truck for \$53,606.25. (Benike, Mathews)
- 2) Motion carried to approve Purchase Order #7015 to Taylor Chevrolet to purchase a 2017 Chevrolet Silverado 2500 HD truck for \$27,529.25. (Benike, Mathews)
- 3) Motion carried to approve the claims, which total \$3,844,034.53. (Benike, Mathews)
- 4) Motion carried to approve the minutes from the November 4, 2025 Town Council meeting. (Benike, Mathews) Griffith is opposed, motion passes.
- 5) Motion made by Benike to censure Jeff McBirnie. Motion dies for lack of a second.
- 6) Motion carried to appoint Brock Wilson to fill the vacancy on the Town Council through 12/31/25. (Benike, Griffith)
- 7) Motion carried to accept the recommendation from the Marketing and Promotions Fund Advisory Board to award \$14,000 to the 2026 Yellowstone Rendezvous Race. (Benike, Mathews)
- 8) Motion carried to accept the recommendation from the Marketing and Promotions Fund Advisory Board to award \$16,350 for the SnowShoot 2027 (held in 2026). (Benike, Mathews) Watt abstains, motion carries.

DISCUSSION

- 1-2) Brown explains that this truck is not a diesel. He explains that the 2018 Dodge Ram they have has been problematic from the beginning. The truck needs a new motor, which is estimated to cost \$14,000. He says that he searched the region and for other options and found the 2025 Chevrolet 3500 HD and a 2017 Silverado 2500 HD from Taylor Chevrolet. They budgeted \$100,000 to purchase two trucks and they should have enough funds to outfit them with winter and plow equipment.
- 3) Griffith inquires about a claim to Canopy Streaming Services for the Library that provides free streaming services for library card holders. Thompsom explains the new service the library is offering. Griffith also inquires about the claim to iWorkQ software to track projects and permits.
- 6) Town Clerk Liz Roos administers the oath of office for BrockWilson.
- 7-8) John Greve of the Marketing and Promotions Advisory Board reports that they are recommending approval of \$14,000 for the 2026 Yellowstone Rendezvous Race and the application does meet the required limit percentages. The other application is for the 2027 SnowShoot, which will be held in February 2026. This application was also revised before approved by the board and they recommend awarding \$16,350.

- A) **Town Manager & Staff Reports:** Town Manager Dan Walker introduces his mom, Judy Walker, who is present at the meeting from Glenwood, MN. Walker reports on the engineering meeting they held this morning where they discussed updating the Public Works Standards, new IP (now known as RIB) beds, alternatives for reinforcing the Mammoth Room, updates on Water Well #3 project and the remodel of the chief's office at the Police Station. He reports that Engineer Kyle Scarr is preparing to present to the Council on December 16 regarding the preliminary plat for the 80 acres. They are also working on the plans for the renovations for the lift station project. He reports that they had a DRG meeting last week to review a 100-room hotel project in Grizzly Park. They are planning to include housing units in the project and expect to apply for variances for height and parking for the housing units. He also updates the Council on the progress towards closing for the NeighborWorks project. He says they expect to have a MOU for a cemetery expansion to bring before the Council at the next meeting. He reports that they have been working with Ryan Callahan of Sleepy Hollow project and have recommended a couple different options. He also notes that he attended the Regional Housing Coalition meeting in Belgrade last Friday.
- B) **Advisory Board Reports:** Business Improvement Advisory Board Representative Jeff Mathews reports that they are looking at flower pot benches, replacing some of the trash can wraps, and tree grates.

The meeting is adjourned at 7:40 PM.

Mayor

ATTEST:

Town Clerk



Week of 11.24.2025

Relief of the week: Our Montana Emergency Tourism Assistance Program grant closeout paperwork has been submitted to the Montana Department of Commerce. This grant was \$66,756.00 to replace a police vehicle. We should get reimbursed soon and see that closeout paperwork.

ARPA Update: The ARPA grant in the amount of \$3,012,483 is still in the initial review step. They have mainly the same rules as RRGL so I am assuming this will get moved to the next step in the process soon. No new updates from last week.

Gibbon Ave Inc. Project Update: You will see the \$275,000 on the claims list for the 12.02.25 Town Council meeting. We are still anticipating closing on 12.15.15; all funding has been secured. I will be meeting with Neighborworks Montana as we continue to move forward to the closing of this project. We have our draft documents worked through, we are waiting on a few pending items from Neighborworks Montana to finalize these.

WWTP Update: Loan C disbursement request was sent last week to DEQ. This was approved and we should see this reimbursement soon. Loan B and Loan D have been sent this week, with it being a short week I don't see approval happening until next week.

Ongoing: It's annual financial report time, so I am busier than ever along with trying to close out a couple of our grants. If you need something, please plan on making an appointment so I can give you the time that you need and can plan my projects accordingly. Thank you!

Happy Thanksgiving to you and your loved ones!

TOWN OF WEST YELLOWSTONE

NOTICE OF PUBLIC HEARING

The Town Council of the Town of West Yellowstone will hold a formal amended budget hearing for the fiscal year 2024-2025. Said hearing will be held during the regular Town Council meeting, Tuesday, December 02, 2025, which begins at 7:00 PM, The hearing will be held in the Town Hall Council Chambers, located at 440 Yellowstone Avenue.

The public hearing will review the expenditures for the Marketing and Promotions (MAP) fund, Public Works Equipment Replacement fund, and TBID Agency fund. The public is invited to attend, and any taxpayer or resident may be heard, for or against, the proposed amended budget.

The proposed amended budget is available for public review at the Town Offices, located at 440 Yellowstone Avenue, West Yellowstone, Montana. Personnel at the Town Offices can be reached at 406-646-7795.



RESOLUTION NO. 827

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WEST YELLOWSTONE, IN THE COUNTY OF GALLATIN AND STATE OF MONTANA TO AMEND THE TOWN'S BUDGET FOR THE FISCAL YEAR 2024-2025

WHEREAS, the Town is required to reflect changes to the budget by resolution; and,

WHEREAS, the Marketing & Promotions (MAP) Fund, Public Works Equipment Replacement Fund, and TBID Agency Fund have expended more than anticipated; and,

WHEREAS, the total authorization of expenditure for the Marketing & Promotions (MAP) Fund has been exceeded by \$57,710.12; and

WHEREAS, the Town has cash available to cover this exceeded expenditure; and

WHEREAS, the total authorization of expenditure for the Public Works Equipment Replacement Fund has been exceeded by \$1,568.84; and

WHEREAS, the Town has cash available to cover this exceeded expenditure; and

WHEREAS, the total authorization of expenditure for the TBID Agency Fund has been exceeded by \$41,209.78; and

WHEREAS, the Town has cash available to cover this exceeded expenditure.

BE IT HEREBY RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WEST YELLOWSTONE, MONTANA:

1. That the fiscal year 2024-2025 Marketing & Promotions (MAP) Fund expenditure budget be amended to reflect an authorization to increase the total cash available in the amount of \$57,710.12.
2. That the fiscal year 2024-2025 Public Works Equipment Replacement Fund expenditure budget be amended to reflect an authorization to increase the total cash available in the amount of \$1,568.84.
3. That the fiscal year 2024-2025 TBID Agency Fund expenditure budget be amended to reflect an authorization to increase the total cash available in the amount of \$41,209.78.

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF WEST
YELLOWSTONE, MONTANA, THIS 2nd DAY OF DECEMBER 2025 AND
APPROVED BY THE MAYOR OF THE TOWN OF WEST YELLOWSTONE.**

Mayor

Council Member

Council Member

Council Member

Council Member

ATTEST:

Town Clerk Elizabeth Roos

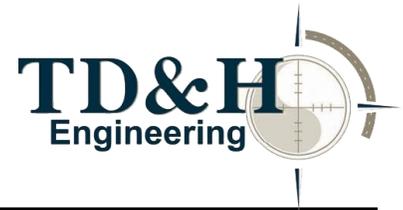


EXHIBIT A - SCOPE AND FEE DESCRIPTION

Town of West Yellowstone

Rapid Infiltration Basins Preliminary Capacity Analysis

November 13, 2025



SCOPE OF SERVICES

We understand the Town of West Yellowstone is retiring two of the Rapid Infiltration Basins (RIBs), commonly called Infiltration/Percolation Beds (IP Beds), on the west end of the wastewater treatment plant lease area. Additionally, with the construction of a new treatment plant, the existing treatment cells (Cells A and B) are no longer needed, will require clean up, and are likely to be converted to RIBs to meet discharge capacity requirements.

The reduction of available land designated for wastewater disposal, combined with the enhanced capacity for increased flow provided by the new treatment plant, has necessitated a comprehensive evaluation of the Town's wastewater disposal system. This analysis is required to ensure that the disposal infrastructure can adequately handle the current and projected wastewater volumes under the new operating conditions.

The objective of this preliminary analysis is to assess and document the current capacity of the existing RIB disposal system associated with the wastewater treatment plant. This will involve evaluation of hydraulic and geotechnical infiltration/percolation capacity, comparison with design standards under DEQ Circular 2, determination of remaining available capacity (including future flows or growth), and recommendations for required improvements or modifications.

Specifically, the scope will follow the design and planning criteria set forth in DEQ Circular 2—including, but not limited to, the sections that address "Rapid Infiltration Systems" (Section 122) and general facility planning (Chapter 10).

1. PROJECT KICK OFF AND DATA COLLECTION

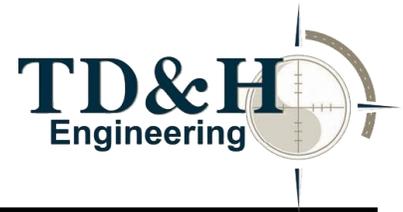
- Obtain and review relevant records: design drawings/specifications of RIB system, as-built drawings (if available), plant influent/effluent and disposal flow logs, groundwater monitoring records, soil logs/surveys, maintenance logs (bed clogging, rest periods, infiltration reductions), and regulatory permits.
- Visit the site (walk-through) of the disposal area: inspect current bed condition, including distribution piping and infiltration areas.
- Compile summary of existing conditions: treatment plant flows, storage capacity, current disposal flows to the RIBS, bed layout (dimensions, number of cells, infiltration areas, rest intervals), soil/infiltration data, and groundwater table elevation.

EXHIBIT A - SCOPE AND FEE DESCRIPTION

Town of West Yellowstone

Rapid Infiltration Basins Preliminary Capacity Analysis

November 13, 2025



2. SITE INVESTIGATION AND FIELD TESTING

- Perform infiltration/percolation tests in existing RIBs on either side of the facility to determine preliminary infiltration rates. Infiltration tests will be performed in the existing RIBs at an approximate depth of two-feet below existing grade (to eliminate existing fouling potential). A deeper depth may be necessary depending on depth of RIB fouling.
- Measure or verify depth to groundwater/seepage conditions in the disposal area (e.g., monitoring wells, observation during infiltration tests, existing groundwater records).
- Perform visual/drainage inspection of the existing bed system: distribution manifold, piping, valves, infiltration zones, rest areas. Evaluate clogging, surficial conditions, uneven infiltration patterns (ponding, channeling), and any signs of failure or reduced performance.

3. RIB PRELIMINARY CAPACITY ANALYSIS

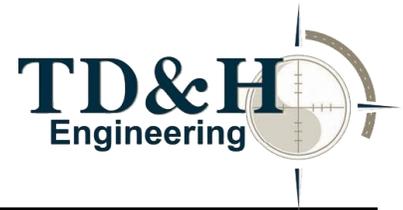
- Using the collected data, calculate the current disposal capacity of the RIB system. This is anticipated to include:
 - Determination of effective infiltration/percolation rate (gallons per day per square foot or per linear foot) based on field test results or conservative assumptions from Circular 2.
 - Apply bed surface area (or infiltration zone area) to estimate total design capacity (gallons per day, gpd) for the disposal system.
 - Consider rest/rehabilitation periods (if applicable) for the infiltration area (i.e., time when bed is offline to recover infiltration rate).
 - Factor in reductions in infiltration capacity due to field conditions and appropriation of conservative safety factors as recommended by Circular 2.
- Compare the calculated capacity with actual disposal flows (current and projected flows) from the treatment plant to determine utilization percentage and remaining available capacity.

EXHIBIT A - SCOPE AND FEE DESCRIPTION

Town of West Yellowstone

Rapid Infiltration Basins Preliminary Capacity Analysis

November 13, 2025



4. REPORTING

- Prepare a memorandum summarizing findings from Tasks 1 through 3 above.

5. ASSUMPTIONS AND CONSTRAINTS

- Owner will provide existing as-built drawings, historical flow data, monitoring records, geotechnical investigations, and permitting efforts
- Our scope does not include design of new RIBs or permitting should our analysis find it necessary. This would be a separate scope of work.
- Due to weather constraints, our current scope of work does not include a full basin infiltration test. We plan to collect preliminary infiltration test data to allow for preliminary analysis of the basins this winter. A full DEQ approved basin test will be necessary next spring to confirm design values.

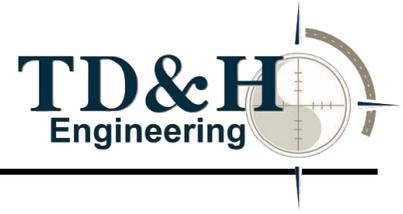
Schedule of Estimated Hourly Fees		
Task #	Description	Fee
1-4	Preliminary RIB Capacity Analysis	\$10,000
	TOTAL	\$10,000

Note: The above fees are estimated. The actual fees will be based on actual hours worked on the job and can vary up/down depending on requested tasks, level of design desired (schematic vs construction level), and input from regulatory agencies.

EXHIBIT A - SCOPE AND FEE DESCRIPTION

West Yellowstone Lift Station – Pre-Design

November 14, 2025



Project Understanding

The following scope of services includes analysis of the existing Iris wastewater lift station in West Yellowstone, Montana. The purpose of this proposal is to assess the current condition and capacity of the lift station and evaluate the scope of work necessary to expand the lift station's capacity.

The Town operates an existing wastewater lift station that has capacity limitations and reliability concerns. While the lift station is currently operating effectively, it lacks critical protections given its size, scale, and importance to the town wastewater system. Existing SCADA data reveals consistent high flows and demanding pump cycles throughout the peak operating season which runs from June to September. The two pumps that currently operate the lift station have the ability to scale flow to some extent, however the wet well itself is physically limited with minimal room for expansion.

A lack of storage space and the absence of an operable by-pass route pose a major concern for the Town in the event of an extended outage. Consideration for proposed improvements will be guided by a clear understanding of the current lift station's performance. The improvements under consideration are expansion of the existing station through construction of a new wet well adjacent to the existing lift station with two new pumps and the ability to add a third in the future. The ability to isolate wet wells is also a goal of this analysis and technical report.

Objectives

The objective of this scope of service is to determine the current condition and performance of the lift station, assess hydraulic capacity against present and projected flows (primarily the 80-acre development), and evaluate options for wet well expansion and additional new pumps. A recommendation will be developed based on cost analysis, site constraints, and operational considerations.

Approach

The approach to this analysis will begin with a detailed site inspection to assess structural, mechanical, and electrical components of the existing lift station, and will be followed by review of available documentation. Hydraulic capacity will be analyzed using flow projections and pump performance data. Expansion of the existing station will be defined to a planning level and will include conceptual layouts for wet well connection options.

A new wet well connected to the current facility will allow for improved hydraulic performance, additional pumping capacity, optional bypass routing, and extended service life of the station. The analysis will consider structural integration, constructability, operational phasing, and costs associated with expansion.

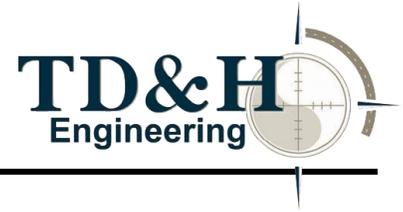
Deliverables

The results of the analysis will be documented in a technical report summarizing findings, design options, and preliminary recommendations. After review with the client, a final technical report will

EXHIBIT A - SCOPE AND FEE DESCRIPTION

West Yellowstone Lift Station – Pre-Design

November 14, 2025



be prepared incorporating feedback and providing a clear recommendation for implementation. Supporting technical appendices will include condition assessments, hydraulic calculations, and cost estimates.

Exclusions

Service scope is intended to identify existing deficiencies and potential solutions for lift station improvements to help manage population growth in West Yellowstone. Design services that extend beyond project definition such as permit or construction level Civil/Mechanical/Electrical plans and specifications, geotechnical analysis, and detailed lift station sizing and pump selection are exclusive of this proposal and will be addressed in a separate design proposal.

Schedule of Fees		
Task	Description	Fee
1	Pre-Design Analysis	
A	Site Analysis, Findings and Technical Report	\$16,000
	Total Estimated Design Fee:	\$16,000



Town Council Agenda Item Summary Report

Meeting Date: December 2, 2025	
Item Title: Service Agreement: Tri-State Excavating (Snow Removal)	
Submitted By (Name/Title): Katie Thompson, Finance Director	
Discussion Only <input type="checkbox"/>	Discussion/Action <input checked="" type="checkbox"/>
Funding Source: 1000-430200-357	Budgeted <input checked="" type="checkbox"/>
Estimated Date of Completion: Spring of 2026	

Item Summary

Last year, the Town of West Yellowstone entered into a contract with Tri-State Excavating to ensure that several critical items were addressed prior to the start of snow removal operations. This agreement established the hourly rates for the use of specific equipment and clarified that Tri-State Excavating would be responsible for any damages to Town property. It also required both parties to track equipment usage and hours worked, creating an important checks-and-balances system that helped ensure accurate invoicing and timely payment.

For this year, the contract remains unchanged with respect to rates and retainers. The primary updates involve revised dates and updated contact personnel for each party.

The Town budgets annually for supplemental snow removal support, and this contract provides the necessary flexibility to bring in additional assistance when needed.

Staff Recommendation

Accept the terms of the contract services agreement.

Suggested Motion

I make a motion to enter into Services Agreement with TriState Excavating for the 2025-2026 winter season.

**TOWN OF WEST YELLOWSTONE
AGREEMENT FOR SERVICES**

THIS AGREEMENT, is made by and between: the **TOWN OF WEST YELLOWSTONE, 440** Yellowstone Avenue, Montana 59758 (the "TOWN"); and, Tri State Excavating, Inc., of P.O. Box 853, West Yellowstone, Montana 59758, ("CONTRACTOR").

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

1. Scope of Work. CONTRACTOR shall provide snow plowing and removal services within the Town and as directed by Jon Brown.

2. Term: The Term of this Agreement is for the 2025-2026 winter season, which is generally defined as from November 30, 2025, to April 30, 2026.

3. Compensation. TOWN shall pay CONTRACTOR the rates set out below on an hourly basis for hours worked:

Semi-Truck (Side dump): \$195/Hr
Dump Truck: \$165/Hr
Grader: \$255/Hr
Loader: \$225/Hr
Rotary Blower: \$385/Hr
Skid Steer: \$155/Hr
Bulldozer: \$225/Hr
Excavator: \$250/Hr

Retainer. The minimum to be paid every month (January – March) will be \$5,000. The Town of West Yellowstone will be billed according to pieces of equipment and actual hours used each month based on the schedule above. If the total of the hours billed in a single month comes to less than \$5,000; the Town of West Yellowstone will be billed the minimum \$5,000 retainer. If the equipment and hours used comes to more than \$5,000, the Town of West Yellowstone will be billed actual hours of what was used based on the hourly rate schedule.

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

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

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

TOWN

Date: _____

**CONTRACTOR
TRI STATE EXCAVATING**


Date: 11-29-25

ADDITIONAL TERMS AND CONDITIONS OF CONTRACT FOR SERVICES

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

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

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

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

5. Waiver, Indemnification, Damages.

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

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

CONTRACTOR agrees to reimburse the TOWN for

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

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

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

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

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

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

10. Interpretation.

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

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

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

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

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

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

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

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

EXPOSITION LICENSE & SPECIAL EVENT PERMIT APPLICATION

Town of West Yellowstone, Montana



Event: Kids'N'Snow Season 25-26
Sponsor Organization: Destination Yellowstone (West Yellowstone Chamber of Commerce)
Sponsor Address: 30 Yellowstone Avenue (PO Box 458)
Contact Person: Katrina Wiese
Contact Phone: 406-646-7701 Fax: _____
E-mail Address: president@destinationyellowstone.com
Date(s) of Event: December 20, 2025; January 3, 2026; February 7, 2026 & February 28, 2026 & February 20 or 21 (with MSA)
Location of Event: Pioneer Park and various other town locations

- 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: \$ 25.00 Paid 11.19.25 _____ Katrina Wiese
Resort Tax Bond: \$ _____ Signature of Applicant
Vendor(s) Fee: \$ _____ 11/19/2025
Total Due: \$ _____ Date

Date Received by the Town: 11.19.25

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 Kids'N'Snow program was developed to offer an opportunity for all kids, from West Yellowstone as well as winter visitors, the chance to try new things in a safe and fun, hands-on learning environment.

In its 14th year, the program is still going strong with more than 1,000 participants spanning more than ten states and several countries over the four weekends each winter.

We are always researching ways to expand the outdoor programming & working to increase the outdoor winter play experiences for children of all ages and their families.

The December event is also in conjunction with the Christmas Stroll (on the same weekend).

Four full Saturdays are planned including: Snowcoach Samplers, Ice Fishing Camps, Sled Dogs, Learn to Ski, Art in the Park, and Horse-drawn sleigh rides.

Avalanche Training, M120s, Sleddin' & S'mores, held in the Town Park where the ice rink and sledding hill are used.

A sample schedule of events is attached although the activities may change from weekend to weekend.

Sometimes further activities are held in the Park area or on the ice rink. Street/public parking is sufficient and utilized.

Trash collection is done by the organization at the end of each event and taken to the transfer station.

Each weekend we expect a couple hundred participants and families throughout the event, many from out of state.

We track where families are traveling from and send out newsletters in hopes of getting them to return during the KNS season.

No sales or vendors will take place at the park during the event.

*Horse-drawn sleigh rides will start in the parking lot of the VIC/Chamber and head south on Canyon to the cul-de-sac, continue down by Hibernation Station

and then head north back on Canyon to the parking lot. No alterations to traffic or roads need to be made.

**The event on February 20 & 21 will be put on by the Montana Snowmobile Association, with the Kids N Snow M120s and smore bins

in Pioneer Park with kids participating for the American Council of Snowmobile Associations (ACSA) weekend in West Yellowstone.

FOR OFFICE USE ONLY

Department	Initials	Date	Comments
Pub Services	SB	11/24/25	
H2O/Sewer	SB	11/24/25	
Fire	SB	11/24/25	
Police	CW	11/20/25	
Finance	KT	11/20/25	
Administration	mm	11/24/25	
Notes/Conditions: _____			
Approved		Denied	Town Clerk
			Date

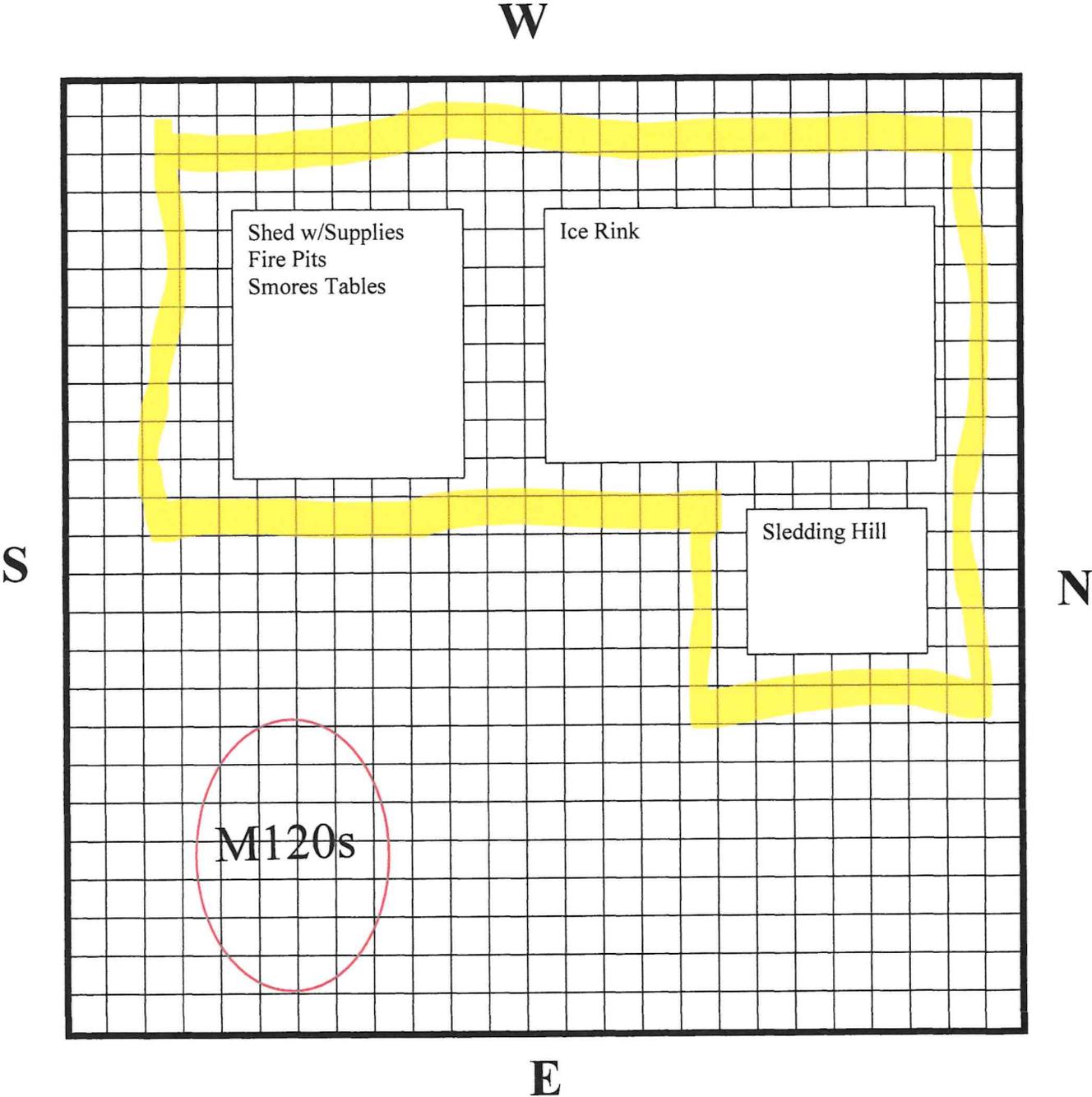
ATTACHMENTS

Liability Insurance	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Waived
Outside Amplification Permit	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Encroachment Application	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Open Container Resolution	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Resort Tax Bond	<input type="checkbox"/> Paid	<input type="checkbox"/> Surety	<input checked="" type="checkbox"/> NA

SITE PLAN

Kids'N'Snow Pioneer Park Activities

Event:



December 2025 Schedule

SATURDAY - DECEMBER 20, 2025

Open Daily

▶ West Yellowstone Library

Featuring various exhibits throughout the season.

Hours:

Tuesday & Thursday - 9:00am - 5:00pm, Wednesday & Friday - 10:00am - 5:00pm, Saturday - 9:00am - 1:00pm, CLOSED Sunday & Monday

▶ Ice Skating Rink & Sledding Hill (Weather Permitting)

▶ Snow Shoe & Ski Rentals

▶ Scavenger Hunt

▶ 8:00am - Noon (12:00pm) : Kids Ice Fishing Camp

▶ 9:00am - 10:00am : Snowcoach Sampler

▶ 10:30am : Pack Chat Program at the GWDC

▶ 11:00am - 12:00pm : Snowcoach Sampler

▶ 12:00pm - 1:00pm : Avalanche Training

▶ 1:00pm - 2:00pm : Snowcoach Sampler

▶ 1:00pm - 3:00pm : Horse-Drawn Sleigh Ride Sampler

▶ 1:30pm : Pack Chat Program at the GWDC

▶ 2:50pm : Keeper Kids Program at the GWDC

▶ 3:00pm - 4:00pm : Snowcoach Sampler

▶ 3:30pm - 4:30pm : Snow Art

▶ 4:00pm - 6:00pm : M120 Kids Snowmobile Rides

▶ 5:30pm - 7:30pm : Avalanche Training

▶ 6:00pm - 8:00pm : S'mores, Skatin' & Sleddin'

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION - PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

TOWN OF WEST YELLOWSTONE
ATTN: ELIZABETH ROOS
PO BOX 1570
WEST YELLOWSTONE, MT 59758-1570

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

EXPOSITION LICENSE & SPECIAL EVENT PERMIT APPLICATION

Town of West Yellowstone, Montana



Event: Christmas Stroll 2025
Sponsor Organization: Destination Yellowstone (West Yellowstone Chamber of Commerce)
Sponsor Address: 30 Yellowstone Avenue (PO Box 458)
Contact Person: Katrina Wiese
Contact Phone: 406-646-7701 Fax: _____
E-mail Address: president@destinationyellowstone.com
Date(s) of Event: Friday, December 19, 2025
Location of Event: East Firehole Street, Boundary street north of Firehole, Canyon Street south of Highway 20, Yellowstone and Madison & Avenues between Canyon and Dunraven Streets

- 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.
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- 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: \$25.00 Paid 11.19.25 Katrina Wiese [Signature]
Resort Tax Bond: \$ _____ Signature of Applicant
Vendor(s) Fee: \$ _____ 11/19/2025
Total Due: \$ _____ Date

Date Received by the Town: 11.19.25

FOR OFFICE USE ONLY

Department	Initials	Date	Comments
Pub Services	SB	11/24/25	
H20/Sewer	SB	11/24/25	
Fire	SB	11/24/25	
Police	LW	11/20/25	
Finance	KJ	11/20/25	
Administration	MM	11/24/25	

Notes/Conditions: _____

Approved

Denied

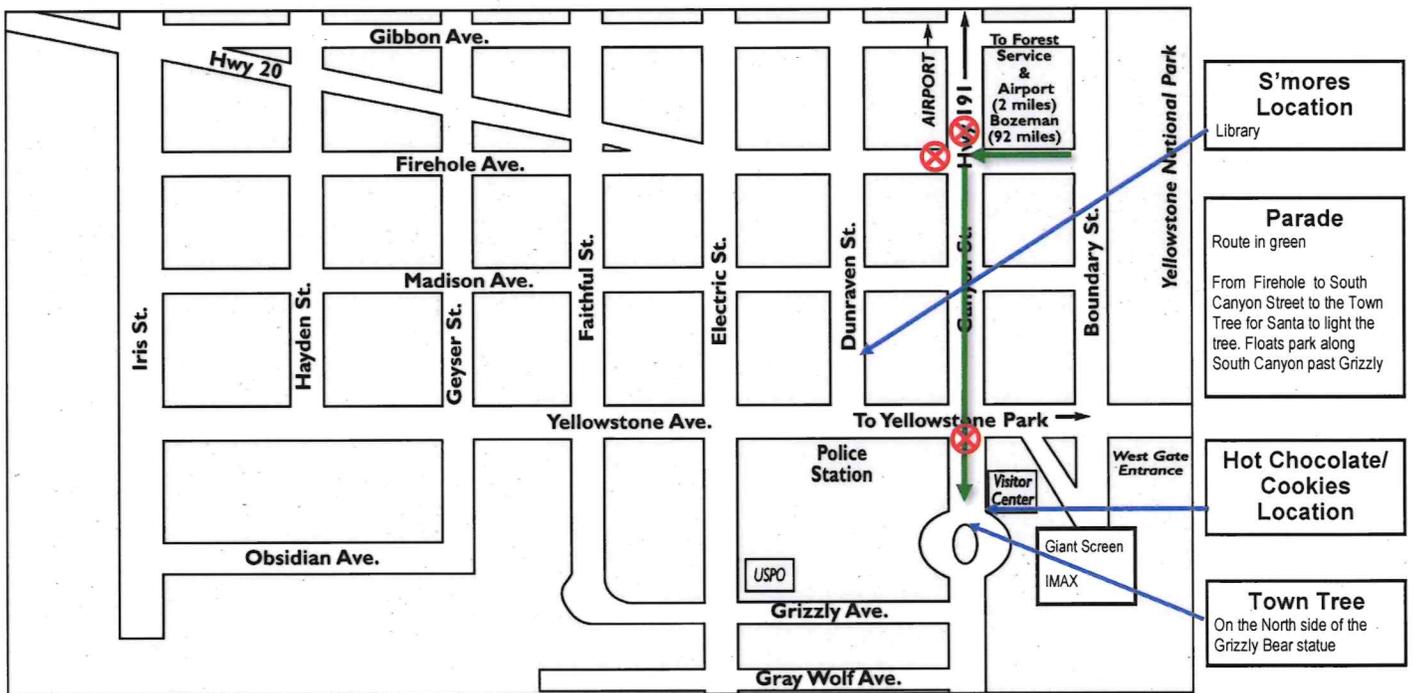
Town Clerk

Date

ATTACHMENTS

Liability Insurance	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Waived
Outside Amplification Permit	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Encroachment Application	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Open Container Resolution	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Resort Tax Bond	<input type="checkbox"/> Paid	<input type="checkbox"/> Surety	<input checked="" type="checkbox"/> NA

WEST YELLOWSTONE CHRISTMAS STROLL 2025



SPECIAL EVENT PERMIT APPLICATION

Town of West Yellowstone
Gallatin County, Montana

Permissions sought:

- Close off all streets marked on map beginning at 4:45 pm on the 19th and ending after the tree has been lit and Santa has walked to the Grizzly & Wolf Discovery Center.
- Hold a Parade on a route, shown on the following page.
- Encroachment for the Town Tree, Smore Pit and Hot Chocolate/Cookie booth
- Waive sound and amplification ordinances that may apply during the parade and tree lighting.

Police Department Assistance:

- Close off all of streets marked on map beginning at 4:45 pm on the 19th and ending after the tree has been lit and Santa has walked to the Grizzly & Wolf Discovery Center.
- Lead the Parade

Fire Department Assistance:

- Santa will once again be on the Parade Rest Guest Ranch Sleigh, but we would once again like to have the Fire Truck and ambulances in the parade. Stop at the Town Tree for the lighting of the Tree by Santa.

Addendum A: Application to Maintain an Encroachment

Destination Yellowstone (the West Yellowstone Chamber of Commerce) wishes to have the Town Tree on the “grizzly island” on South Canyon Street. The tree will be placed in preparation for the Christmas Stroll on December 19, 2025. The tree will remain throughout the winter season, being removed on or about April 2025 – or once thawed enough to be removed.

The Chamber, as part of the Christmas Stroll on Friday, December 19, 2025, wishes to have a free hot chocolate and cookie table at the tree lighting.

All locations are indicated on the map.

- The sidewalk in front of the Library for a smore burn barrel
 - This outdoor location will have a burn barrel to roast marshmallows. The barrels will be elevated on stand to protect the Town’s resources. The S’mores stations will be operated from 3:00pm – 4:45pm. Volunteers will supervise the fire and the roasting sticks at each location.

- The sidewalk outside of the Chamber building for a hot chocolate and cookie table during the parade of lights.

Application for Outside Amplification Permit
Town of West Yellowstone
Gallatin County, Montana

Event: Christmas Stroll 2025

Contact Person: Katrina Wiese

Address of Contact Person: _____

PO Box 458 West Yellowstone, MT 59758

Phone Number: 406-646-7701

Signature of Property Owner of Record: *Katrina Wiese*

Date(s) of Event: December 19, 2025

Location: East Firehole Street, Boundary street north of Firehole, Canyon Street south of Highway 20, Yellowstone and Madison & Avenues between Canyon and Dunraven Streets

Amplification between the hours of: 5pm AM/PM and 7pm AM/PM

Description of Event: Amplification of music playing during the parade

WY Chamber of Commerce

Signature of Applicant

11/20/2025

Date

FOR OFFICE USE ONLY

Decision by Town Council: **Approved** **Disapproved**

Conditions: _____

Signature of Mayor/Operations Manager: _____

Date

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**ADDITIONAL INSURED - STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION - PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

TOWN OF WEST YELLOWSTONE
ATTN: ELIZABETH ROOS
PO BOX 1570
WEST YELLOWSTONE, MT 59758-1570

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- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
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- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

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whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

PUBLIC NOTICE

Tourism Business Improvement District Board of Trustees

The West Yellowstone Town Council is seeking interested individuals to serve on the Tourism Business District Board of Trustees in accordance with 7-12-1121 of the Montana Code Annotated. Board members shall be appointed by the Town Council to serve a term of four years. There is currently one vacancy for the position to represent hotels with more than 100 rooms.

The board in administering the district has all powers necessary to carry out the functions of the district contained in the ordinance creating it, including the power to:

- (1) sue and be sued, enter into contracts, and hire and terminate personnel needed for its purposes;
- (2) provide special police, maintenance, or cleaning personnel for the protection and enjoyment of the general public using the business district;
- (3) landscape and beautify public areas and to maintain those areas;
- (4) contract with the governing body to maintain, operate, or repair public parking facilities;
- (5) contract with the governing body to maintain streets, alleys, malls, bridges, ramps, tunnels, landscaping, and other public facilities as mutually agreed upon;
- (6) promote private investment and business expansion in the district;
- (7) provide for the management and administration of the affairs of the district;
- (8) promote business activity by advertising, decorating, marketing, and promoting and managing events and other actions designed for the general promotion of business activities in the district; and
- (9) perform such other functions as are necessary to carry out the purposes of this part and to further the objectives of the district.

Interested individuals should complete and return the 'Application for Boards and Committees' which is available from the Town Offices, 440 Yellowstone Avenue, West Yellowstone, MT, on at www.townofwestyellowstone.com. Position shall remain open until filled; preference will be given to applications received by November 24, 2025. For more information or to request an application by e-mail, please contact the Town Offices, 646-7795, or info@townofwestyellowstone.com.

Elizabeth Roos
Town Clerk





APPLICATION FOR BOARDS AND COMMITTEES

Name Jeff Schoenhard Date 11-18-25

Address Box 1482

City West Yellowstone State MT Zip 59758

Phone (Home): _____ (Work): 406-646-4544 (Cell/Other): 406-640-1336

E-Mail Address: jschoenhard@kellyinns.com

Are you a resident of West Yellowstone? summer Length of residency in West Yellowstone: 30 years

Board or Committee you are applying for: TBID

Occupation: Hotel Management

Employer: Kelly Inns

Have you previously served on a County or City board? Yes

If so, which board, and for how long? TBID, since inception

Past Memberships and Associations: West Yellowstone chamber board

Current Memberships and Associations: West Yellowstone and Billings TBID

List any relevant qualifications and/or related experience? Attach any additional information or a resumé, if you prefer: I have been the president of the West Yellowstone TBID board since inception. Involved with West Yellowstone Hotels since 1995

What are your primary objectives for serving on this board? To transfer my term as a property from 50-99 rooms to 100 room and over to increase the chance of getting new board members

References (Individual or Organization):
Jerry Johnson Phone: 406-640-7000
Jeremy Roberson Phone: 801-414-5058
Travis Watt Phone: 406-640-0393

Signature: _____ Date: 11-18-25

Please return this application to the Town Offices at 440 Yellowstone Avenue, PO Box 1570, West Yellowstone, MT, 59758, or by email to: info@townofwestyellowstone.com. Thank you in advance for your interest.