

Town of West Yellowstone

Tuesday, November 19, 2024

West Yellowstone Town Hall, 440 Yellowstone Avenue

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

Meeting ID: 893 834 1297.

TOWN COUNCIL MEETING – 7:00 PM

Pledge of Allegiance

Comment Period

- Public Comment

Bob Lindstrom, support for wildlife mitigation funding application

- Council Comments

Treasurer's & Securities Reports

Purchase Orders

Claims

Business License Applications: Salinas Handy Hand – small job contractor

Consent Agenda

Minutes: **November 5, 2024 Town Council Meeting**

Town Manager & Staff Reports

Advisory Board Reports

NEW BUSINESS

Waste Water Treatment Plant (WWTP) Change Order – windows, \$31,653.00 Discussion/Action

Sampling, Analysis and Reporting Operation Manual for WWTP, Forsgren Associates, Inc. Discussion/Action

Yellowstone Nature Connection, Inc. Lease Agreement Addendum, Residency Discussion/Action

Wild West Winter Block Party Event, March 7-8, 2025 Discussion/Action

- Outside Amplification Permit

- Encroachment Permit, closure of Madison Avenue between Canyon and Boundary

- Resolution No. 810, Exempt Open Container Ordinance during event

Correspondence/FYI/Meeting Reminder



Policy No. 16 (Abbreviated)
Policy on Public Hearings and Conduct at Public Meetings

Public Hearing/Public Meeting

A public hearing is a formal opportunity for citizens to give their views to the Town Council for consideration in its decision-making process on a specific issue. At a minimum, a public hearing shall provide for submission of both oral and written testimony for and against the action or matter at issue.

Oral Communication

It is the Council's goal that citizens resolve their complaints for service or regarding employees' performance at the staff level. However, it is recognized that citizens may from time to time believe it is necessary to speak to Town Council on matters of concern. Accordingly, Town Council expects any citizen to speak in a civil manner, with due respect for the decorum of the meeting, and with due respect for all persons attending.

- No member of the public shall be heard until recognized by the presiding officer.
- Public comments related to non-agenda items will only be heard during the Public Comment portion of the meeting unless the issue is a Public Hearing. Public comments specifically related to an agenda item will be heard immediately prior to the Council taking up the item for deliberation.
- Speakers must state their name for the record.
- Any citizen requesting to speak shall limit him or herself to matters of fact regarding the issue of concern.
- Comments should be limited to three (3) minutes unless prior approval by the presiding officer.
- If a representative is elected to speak for a group, the presiding officer may approve an increased time allotment.
- If a response from the Council or Board is requested by the speaker and cannot be made verbally at the Council or Board meeting, the speaker's concerns should be addressed in writing within two weeks.
- Personal attacks made publicly toward any citizen, council member, or town employees are not allowed. Citizens are encouraged to bring their complaints regarding employee performance through the supervisory chain of command. Any member of the public interrupting Town Council proceedings, approaching the dais without permission, otherwise creating a disturbance, or failing to abide by these rules of procedure in addressing Town Council, shall be deemed to have disrupted a public meeting and, at the direction of the presiding officer, shall be removed from the meeting room by Police Department personnel or other agent designated by Town Council or Town Manager.

General Town Council Meeting Information

- Regular Town Council meetings are held at 7:00 PM on the first and third Tuesdays of each month at the West Yellowstone Town Hall, 440 Yellowstone Avenue, West Yellowstone, Montana.
- Presently, informal Town Council work sessions are held prior to regular Tuesday meetings and occasionally on other mornings and evenings. Work sessions also take place at the Town Hall located at 440 Yellowstone Avenue.
- The schedule for Town Council meetings and work sessions is detailed on an agenda. The agenda is a list of business items to be considered at a meeting. Copies of agendas are available at the entrance to the meeting room.
- Agendas are published at least 48 hours prior to Town Council meetings and work sessions. Agendas are posted at the Town Offices and at the Post Office. In addition, agendas and packets are available online at the Town's website: www.townofwestyellowstone.com. Questions about the agenda may be directed to the Town Clerk at (406) 646-7795 or eroos@townofwestyellowstone.com.
- Official minutes of Town Council meetings are prepared and kept by the Town Clerk and are reviewed and approved by the Town Council. Copies of approved minutes are available at the Town Clerk's office or on the Town's website: www.townofwestyellowstone.com.



From: [Robert Lindstrom](#)
To: [Travis Watt](#)
Cc: [Travis Watt](#); [Brian Benike](#); [Elizabeth Roos](#)
Subject: MDT webpage Wildlife mitigation
Date: Monday, November 11, 2024 9:58:25 AM
Attachments: [mwtp-faq-v2-final.pdf](#)

Hello West Yellowstone Town Council Members:

As the volunteer organizer of our previous 2023 application to the Montana Department of Transportation (MDT), concerning increasingly significant Road Kill in our neighborhood, I am again requesting a letter of support from the community elected officials. Please see the FAQ on this below listed web-site for a long list of good reasons for mitigating wildlife/vehicle collisions. I estimate approximately 150 megafauna, including mostly Moose & Elk are run over each year between Ashton ID & Bozeman MT, a shortcut for 18 wheelers conducting interstate commerce.

Following discussions with Jerry Johnson about this Road Kill election issue, I was motivated to resubmit the application; with the addition of full support from the business & recreational use community, including full support of the Town Council.

Local & Transient community interest in supporting wildlife is tepid, kind of like New Yorkers not visiting the top of the Empire State Building! However America's public support for safe wildlife crossings on US Hwy 191 is overwhelming with over 75000 social media hits, following the "13 Dead Buffalo by 18 wheeler" incident in winter of 2022. Even National Park Service support is tepid, since once the wildlife exits the Park line, the NPS is looking the other way.

But as a local resident, I have driven Hwy 191 for 49 years, and the Road Kill is definitely increasing, with faster & faster vehicle traffic. Candidate Jerry Johnson suggested reducing the speed to 45 MPH, which is considered safe, as in the Park, for avoiding wildlife/vehicle collisions. Most of the interstate truck traffic would stay on the freeway to Bozeman. Island Park has already lowered speed to 45 in 3 sections of Hwy 20. However, the MDT is funded by the trucking industry, and is reluctant to lower any speed limits. As an alternative to the 45 MPH solution, funding is available for animal early warning detection lights, or wildlife overpass & underpass infrastructure with approval of the MDT.

As a compromise to the motorized recreational users of this established recreational corridor, all fencing or cattle guards have been removed from the 2023 application.

I would be pleased to present these possible solutions to the wildlife mitigation problem at the upcoming Town Council Meeting November 19th at 5:30.

Sincerely,

Robert Lindstrom
535 Lakeview Rd
N of W Yellowstone MT 59758

<https://www.mdt.mt.gov/other/webdata/external/planning/mwt/mwtp-program/mwtp-faq-v2->

TOWN OF WEST YELLOWSTONE

April 6, 2023

Robert Lindstrom
535 Lakeview Road
West Yellowstone, MT 59758

Re: Letter of Support for Wildlife Mitigation

Dear Mr. Lindstrom:

The Town of West Yellowstone Town Council supports wildlife mitigation along the Highway 191 corridor through the Montana Wildlife & Transportation Partnership Project Program.

The Town also values the ability for the public to have continued access along the corridor and supports maintaining public access at least every half mile.

We wish you the best as you pursue wildlife mitigation options.

Sincerely,



Dan Walker
Town Manager on behalf of the West Yellowstone Town Council



11/15/24
15:15:34

TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 11/24

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* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
51775		3315 IAS EnviroChem	1,305.00					
	2406864	11/14/24 Sewer Testing Fees	1,305.00		SEWER	5310 430600	348	101000
51778		2575 WY Tourism Business Improvement	49,729.96					
	11/01/24	Collections in October 2024	49,729.96		TBID	7202 411800	540	101000
51780		151 Gallatin County WY TS/Compost	659.00					
	10/31/24	Household waste	659.00		PARKS	1000 460430	534	101000
51782	E	2673 First Bankcard	199.40					
	10/15/24	RunningBear supplies	114.03		LEGIS	1000 410100	220	101000
	10/17/24	Supplies	13.37		ADMIN	1000 410210	220	101000
	10/18/24	Supplies	72.00		ADMIN	1000 410210	220	101000
51783	E	2673 First Bankcard	945.69					
	10/03/24	Copier maintenance	61.38		LIBRY	2220 460100	398	101000
	10/04/24	Books	51.90		LIBRY	2220 460100	215	101000
	10/04/24	Supplies	8.22		LIBRY	2220 460100	220	101000
	10/05/24	Supplies	11.09		LIBRY	2220 460100	220	101000
	10/07/24	Supplies	6.98		LIBRY	2220 460100	220	101000
	10/07/24	Books	120.13		LIBRY	2220 460100	215	101000
	10/08/24	Supplies	48.87		LIBRY	2220 460100	220	101000
	10/09/24	Supplies	27.95		LIBRY	2220 460100	220	101000
	10/09/24	Books	81.14		LIBRY	2220 460100	215	101000
	10/09/24	Books	19.96		LIBRY	2220 460100	215	101000
	10/11/24	Books	17.99		LIBRY	2220 460100	215	101000
	10/11/24	Books	297.90		LIBRY	2220 460100	215	101000
	10/11/24	Books	97.63		LIBRY	2220 460100	215	101000
	10/14/24	Books	5.57		LIBRY	2220 460100	215	101000
	10/14/24	Supplies	16.99		LIBRY	2220 460100	220	101000
	10/15/24	Membership Fee	14.99		LIBRY	2220 460100	398	101000
	10/21/24	Books	27.00		LIBRY	2220 460100	215	101000
	10/21/24	Books	9.00		LIBRY	2220 460100	215	101000
	10/28/24	Books	21.00		LIBRY	2220 460100	215	101000
51790	E	2673 First Bankcard	27.84					
	11/04/24	Service charge	27.84		FINADM	1000 410510	631	101000
51791		2558 Hebgen Basin Fire District	56,686.67					
	11/01/24	November 2024	49,018.40		FIRE	1000 420400	357	101000
	11/01/24	November 2024	7,668.27		FIRE	1000 420400	140	101000

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51792	E	2673 First Bankcard	3,491.16					
		10/03/24 MMC Inc	1,488.55*		STREET	1000 430200	369	101000
		10/08/24 Sewer Supplies	117.92		SEWER	5310 430600	220	101000
		10/09/24 Apple	0.99		ADMIN	1000 410210	335	101000
		10/10/24 Apple	5.99		ADMIN	1000 410210	335	101000
		10/13/24 Adobe	19.99		ADMIN	1000 410210	335	101000
		10/15/24 ConferenceMilesCity-Tanner	164.91		BULDNG	1000 420531	370	101000
		10/17/24 Apple	5.99		ADMIN	1000 410210	335	101000
		10/19/24 T-Mobile	137.50		ADMIN	1000 410210	345	101000
		10/23/24 Apple	5.99		ADMIN	1000 410210	335	101000
		10/27/24 Apple	5.99		ADMIN	1000 410210	335	101000
		10/28/24 RicksElectricMotorParks	75.26		PARKS	1000 460430	212	101000
		10/29/24 Walmart-Officesupplies	69.56		TWNHLL	1000 411250	220	101000
		11/01/24 TownHall cleaning supplies	58.56		TWNHLL	1000 411250	220	101000
		11/01/24 TownHall cleaning supplies	299.95		TWNHLL	1000 411250	220	101000
		11/01/24 IdahoCanvasProducts-Sewer	336.02		SEWER	5310 430600	220	101000
		11/01/24 Cabela's -Sewer	614.68		SEWER	5310 430600	226	101000
		11/01/24 BISCO-SEWER	39.11		SEWER	5310 430600	226	101000
		11/01/24 House of Hose-Sewer	44.20		SEWER	5310 430600	220	101000
51793	E	2673 First Bankcard	2,008.81					
		10/03/24 WalmartGrantHelp	8.32		HELP	7010 450135	790	101000
		10/11/24 WalmartGrantHelp	170.30		HELP	7010 450135	790	101000
		10/03/24 Social Supplies	20.93		SOCSER	1000 450135	220	101000
		10/09/24 Help fund Grantsupplies	7.00		HELP	7010 450135	790	101000
		10/10/24 WalmartGrantHelp	251.04		HELP	7010 450135	790	101000
		10/10/24 Help fund Grantsupplies	103.50		HELP	7010 450135	790	101000
		10/11/24 Help fund Grantsupplies	15.52		HELP	7010 450135	790	101000
		10/11/24 Help fund Grantsupplies	63.94		HELP	7010 450135	790	101000
		10/13/24 Help fund supplies	24.00		HELP	7010 450135	220	101000
		10/14/24 Help fund Grantsupplies	54.86		HELP	7010 450135	790	101000
		10/23/24 Adobe Pro	239.88*		HELP	7010 450135	335	101000
		10/24/24 Help fund Grantsupplies	346.00		HELP	7010 450135	790	101000
		10/24/24 Help fund supplies	58.97		HELP	7010 450135	220	101000
		10/28/24 Help fund Grantsupplies	81.14		HELP	7010 450135	790	101000
		10/28/24 Help fund supplies	154.62		HELP	7010 450135	220	101000
		10/28/24 Help fund Grantsupplies	142.94		HELP	7010 450135	790	101000
		10/28/24 Help fund Grantsupplies	6.99		HELP	7010 450135	790	101000
		10/29/24 Social Services Supplies	139.99		SOCSER	1000 450135	220	101000
		10/31/24 Social Services Supplies	74.90		SOCSER	1000 450135	220	101000
		11/03/24 Help fund Grantsupplies	43.97		HELP	7010 450135	790	101000

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51794		2952 DIS Technologies	740.00					
	15033	11/05/24 Monthly IT	740.00		IT	1000 420160	398	101000
51795	E	2673 First Bankcard	2,175.37					
	10/03/24	Costco- Supplies	152.97		DSPTCH	1000 420160	220	101000
	10/07/24	911TrainingInstitute	619.00		DSPTCH	1000 420160	380	101000
	10/07/24	APCO Inc. Membership fee	391.00		DSPTCH	1000 420160	335	101000
	10/08/24	StaplesOfficechairs(8)	985.92		DSPTCH	1000 420160	212	101000
	10/09/24	Costco-Supplies	26.48		DSPTCH	1000 420160	220	101000
51798		3400 Julie Brown	1,140.00					
	111524	11/15/24 Cleaning Town Office	550.00		TWNHLL	1000 411250	357	101000
	111524	11/15/24 Cleaning TrailheadBuilding	40.00		TRLHD	1000 411256	350	101000
	111524	11/15/24 Cleaning Library	225.00		LIBRY	1000 411259	357	101000
	111524	11/15/24 Cleaning Povah	325.00		POVAH	1000 411255	350	101000
	11/15/24	Public Works Shop	0.00		PARKS	1000 411253	357	101000
51799		2789 WEX Bank	3,049.64					
	11/01/24	10 JD Backhoe 310SJ	0.00		STREET	1000 430200	231	101000
	11/01/24	91 Ford 6-582	214.74		STREET	1000 430200	231	101000
	11/01/24	SS Snow Blower Green	0.00		STREET	1000 430200	231	101000
	11/01/24	Grader	0.00		STREET	1000 430200	231	101000
	11/01/24	14 Water Truck	0.00		STREET	1000 430200	231	101000
	11/01/24	2010 JD 772 Grader	0.00		STREET	1000 420100	231	101000
	11/01/24	92 SS Blower-Yellow	0.00		STREET	1000 430200	231	101000
	11/01/24	02 Freightliner Dump 6-54564A	0.00		STREET	1000 430200	231	101000
	11/01/24	08 GMC Pickup 6-1484	0.00		STREET	1000 430200	231	101000
	11/01/24	JD Loader 624P	473.74		STREET	1000 430200	231	101000
	11/01/24	08 CAT 938H Loader	0.00		STREET	1000 430200	231	101000
	11/01/24	08 904B MiniLoader	53.98		STREET	1000 430200	231	101000
	11/01/24	15 Ford F-250	120.56		STREET	1000 430200	231	101000
	11/01/24	18 2018 Dodge Ram-PW	275.08		STREET	1000 430200	231	101000
	11/01/24	18 Dodge Ram-Police	311.69		POLICE	1000 420100	231	101000
	11/01/24	19 Dodge Durango	338.16		POLICE	1000 420100	231	101000
	11/01/24	Multi-Use Vehicle - Sienna	48.74		ADMIN	1000 410210	370	101000
	11/01/24	Multi-Use Vehicle - Sienna	82.89		BULDNG	1000 420531	231	101000
	11/01/24	Multi-Use Vehicle - Sienna	35.27		SEWER	5310 430600	231	101000
	11/01/24	Multi-Use Vehicle - Sienna	25.96		HELP	7010 450135	231	101000
	11/01/24	06 Dodge Durango 6-1374/6-2010	0.00		STREET	1000 430200	231	101000
	11/01/24	15 Sweeper	0.00		STREET	1000 430200	231	101000
	11/01/24	'00 FL Dumptrk 6-60700A	0.00		STREET	1000 430200	231	101000
	11/01/24	'14 Ford Intercep	241.81		POLICE	1000 420100	231	101000
	11/01/24	PD Dodge Ram#1	79.93		POLICE	1000 420100	231	101000
	11/01/24	PD Dodge Ram#2	218.68		POLICE	1000 420100	231	101000

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Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	11/01/24	01 Frht truck #1	0.00		STREET	1000 430200	231	101000
	11/01/24	01 Frht truck #2	0.00		STREET	1000 430200	231	101000
	11/01/24	19 Dodge 5500	0.00		STREET	1000 430200	231	101000
	11/01/24	'17 Chevy 3/4 ton white	101.77		WATER	5210 430500	231	101000
	11/01/24	'17 Chevy 3/4 ton white	101.78		SEWER	5310 430600	231	101000
	11/01/24	'13 Chevy 3500	0.00		STREET	1000 430200	231	101000
	11/01/24	77 Int'l Dump 6-1368	78.13		STREET	1000 430200	231	101000
	11/01/24	Pickup 6-1450	49.89		STREET	1000 430200	231	101000
	11/01/24	2022 Ford F-150 Police	152.32		POLICE	1000 420100	231	101000
	11/01/24	Tractor	0.00		STREET	1000 430200	231	101000
	11/01/24	2010 Ford Exped6-000046	44.52		HELP	7010 450135	231	101000
	11/01/24	2010 Ford Exped6-000046	0.00		STREET	1000 430200	231	101000
51803	E	2964 CITI CARDS	1,485.46					
	10/07/24	Yogo Inn-conference Walker	467.37		ADMIN	1000 410210	370	101000
	10/10/24	ThinBluelinerecruiting	950.00		ADMIN	1000 410210	327	101000
	10/15/24	Food Roundup Supplies	24.66		LEGIS	1000 410100	220	101000
	10/28/24	Staples Supplies	23.17		ADMIN	1000 410210	220	101000
	11/05/24	Food Roundup supplies	20.26		LEGIS	1000 410100	220	101000
51804		2 Forsgren Associates P.A.	40,199.15					
	124498 10/25/24	WWTP	39,239.15		WWTP	5320 430640	951	101000
	124505 10/25/24	W.DevelopmentDep	960.00		PLNNG	1000 411000	357	101000
51848	E	346 Montana Board of Investments	177,063.43					
	11.24 11/05/24	TwnHall Loan Payoff -Principal	174,750.97		DEBT	2100 490200	610	101000
	11.24 11/05/24	TwnHall Loan Payoff -Interest	2,312.46		DEBT	2100 490200	620	101000
51854		266 Utilities Underground Location	17.20					
	4105384 10/31/24	excavation notifications	8.60		WATER	5210 430500	357	101000
	4105384 10/31/24	excavation notifications	8.60		SEWER	5310 430600	357	101000
51855		3339 iWorQ	2,500.00					
	205380 11/01/24	PW PackageWorkManagement	2,500.00		STREET	1000 430200	357	101000
51856		1331 West Yellowstone Foundation	50.00					
	080824-1 08/08/24	Bus Voucher	10.00		HELP	7010 450135	370	101000
	082124-01 08/21/24	Bus Voucher	10.00		HELP	7010 450135	370	101000
	082124-02 08/21/24	Bus Voucher	10.00		HELP	7010 450135	370	101000
	091724-1 09/17/24	Bus Voucher	10.00		HELP	7010 450135	370	101000
	102324-1 10/23/24	Bus Voucher	10.00		HELP	7010 450135	370	101000

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51857		2751 Gallatin County Justice Court	85.00					
	11/06/24	Bond Pass through - Vega	85.00		COURT	7469 213000		101000
51858		1751 DPHHS-EHFS	115.00					
	FL44516-25 11/04/24	Povah/SeniorCtrLicrenewal	115.00		POVAH	1000 411255	335	101000
51859		135 Food Roundup	138.33					
	11/01/24	Rec Dept Supplies	138.33		REC	1000 460440	220	101000
51860		2344 Brandin Iron Inn	190.28					
	091124-1 09/11/24	Lodging voucher	190.28		HELP	7010 450135	370	101000
51861		3241 Bridger Analytical Lab	300.00					
	2411114 11/08/24	water tests	300.00		WATER	5210 430500	348	101000
51862		3437 T-Mobile	25.63					
	3459434-13 10/30/24	Mobile Internet	25.63		STREET	1000 430200	345	101000
51863		3318 Mountain States Lighting	6,152.00					
	14007 11/08/24	Lights for NorthsideTownHall	6,152.00*		TWNHLL	1000 411250	930	101000
51864		2801 West Yellowstone Back & Neck	140.00					
	11524 11/05/24	DOTPhysical - Morales	140.00		STREET	1000 430200	351	101000
51865		379 Energy Laboratories, Inc	163.00					
	670757 11/07/24	Water Testing Fees	163.00		WATER	5210 430500	348	101000
51866		40 Jerry's Enterprises	880.89					
	10/31/24	Fuel	656.75		STREET	1000 430200	231	101000
	101524-1 10/15/24	Gas Voucher	60.00		HELP	7010 450135	231	101000
	101624-1 10/16/24	Gas Voucher	60.00		HELP	7010 450135	231	101000
	102324-1 10/23/24	Gas Voucher	44.14		HELP	7010 450135	231	101000
	102524-1 10/25/24	Gas Voucher	60.00		HELP	7010 450135	231	101000
51867		3498 LGG INDUSTRIAL INC.	44.20					
	IF209286 11/01/24	Park Equipment Repairs	44.20		PARKS	1000 460430	369	101000
51868		2586 Waxie Sanitary Supply	1,954.00					
	82852102 11/11/24	Cleaning supplies	258.40		PARKS	1000 460430	220	101000
	82835636 11/01/24	Cleaning supplies	1,695.60		PARKS	1000 460430	220	101000

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51869		1051 J & V Restaurant Supply	521.00					
	464830	10/14/24 Repairs for Thermo;ilePovah	521.00		POVAH	1000 411255	350	101000
51870		3391 TSC Corner Station, INC.	326.76					
	10/28/24	Fuel	326.76		STREET	1000 430200	231	101000
51871		2903 Kerry Parker	175.28					
	10/08/24	Travel Reimbursement	175.28		COURT	1000 410360	370	101000
51872		2845 Kasting, Kauffman & Mersen, PC	4,802.59					
	237111	11/12/24 Legal Fees	4,800.00		LEGAL	1000 411100	352	101000
	237111	11/12/24 Travel	0.00		LEGAL	1000 411100	373	101000
	237111	11/12/24 Postage	2.59		LEGAL	1000 411100	870	101000
51873		3499 BROADWATER EQUIPMENT SERVICES	3,596.63					
	1003	11/02/24 Equipment repair	3,596.63		SEWER	5310 430600	369	101000
51874		3484 Sweet Electric LLC	15,500.00					
	1054	09/29/24 InstallLightinginfrontTownHall	15,500.00		TWNHLL	1000 411250	357	101000
51875		254 Firehole Fill Up/Economart	624.02					
	10/31/24	Fuel	624.02		STREET	1000 430200	231	101000
51876		471 Northwest Pipe Fittings, Inc.	1,666.65					
	5162593	11/08/24 Trngw/Neptune360meterreading	1,666.65		WATER	5210 430500	380	101000
51877		2099 Quick Print of West Yellowstone	110.00					
	19961	11/15/24 Envelopes	110.00		ADMIN	1000 410210	220	101000
51878		2264 MORNING GLORY COFFEE & TEA	36.25					
	143530	11/11/24 Coffee	36.25		DSPTCH	1000 420160	398	101000
51879		633 Bozeman Trophy & Engraving	70.00					
	29472	10/09/24 Notary Stamps	70.00		DSPTCH	1000 420160	220	101000
		# of Claims 42	Total: 381,091.29					
		Total Electronic Claims	187,397.16		Total Non-Electronic Claims	193694.13		

TOWN OF WEST YELLOWSTONE
Fund Summary for Claims
For the Accounting Period: 11/24

Fund/Account	Amount
1000 General Fund	
101000 CASH	103,280.94
2100 Local Option Taxation-Resort Tax	
101000 CASH	177,063.43
2220 Library	
101000 CASH	945.69
5210 Water Operating Fund	
101000 CASH	2,240.02
5310 Sewer Operating Fund	
101000 CASH	6,199.21
5320 Sewer Replacement Depreciation Fund	
101000 CASH	39,239.15
7010 Social Services/Help Fund	
101000 CASH	2,307.89
7202 TBID Agency Fund	
101000 CASH	49,729.96
7469 City Court - Judge Jent	
101000 CASH	85.00
Total:	381,091.29



Town of West Yellowstone Business License Application

Business Name: Salinas Handy Hand
 Applicant: Oscar Salinas Sanzon
 Contact Person: Oscar Salinas
 Mailing Address: PO Box 1118
 Physical Address of Business: 418 Madison Ave
 Phone Number: 406 539 0847 Fax Number: N/A
 Email Address: Salinas021@yellowstone.com Website: N/A

Signature of Property Owner of Record: Jamie McCreary McCreary Investments
 Partner LLC

Subdivision: Old Town
 Block: 24 Lot: 02 or 03

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.

Handy Man, small jobs
Personal vehicle only no work trailer as of right now

Business License Fee: \$ 50.00
 Resort Tax Bond: \$ _____
 Total Amount Due: \$ 50.00

Oscar Salinas
 Signature of Applicant

 Signature of Applicant

 Date 11/07/24

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

Town of West Yellowstone
Town Council Meeting
November 5, 2024

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

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

Greg Forsythe, Kayla and Brock Wilson, Kyle Goltz-HBFD Chair, Skip Morris-HBFD board member, Jan Neish-Island Park News,

The meeting is called to order by Mayor Travis Watt at 5:00 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 work session to order. The purpose of the meeting is to discuss funding for the Hebgen Basin Fire Department. Fire Chief Shane Grube addresses the Council. Chief Grube delivers a brief history of the relationship between the Town and HBFD dating back to 2006 when the process to annex the existing rural fire department with the fire department that was under the Town. He requests that the Town add \$100,000 to the annual base allocation to the Fire Department and increase the annual escalator that is in the current agreement from 1.5% to 4%. He explains that for 2024, they just reached 600 calls for the year and anticipate they will end the year between 660 and 670. They currently employ two chiefs, nine firefighters, and three seasonal employees. Mayor Watt invites the Council members to ask questions. McBirnie asks questions about HBFD's budget. Griffith says she is on board with the request and believes the Town could do more to support the fire department. However, she says that she has issues with the agreement and purchase of the fire department building. She would like to see a new agreement developed that clarifies that the Town did not receive a payment of \$433,000 for the building. She would also like the new agreement to clarify responsibility for clearing snow of fire hydrants. Mathews asks if they have explored the possibility of increasing revenue from the other parties that support the fire department. Grube says that Yellowstone Park is funding 9% of the Fire Department and approximately 9% of their call volume comes out of Yellowstone Park. They discuss some of the struggles the Fire Department has collecting revenue from tourists and transient visitors. Chief Gavagan asks about the national collection rate is for ambulance collections and call volume in the town limits. Grube says call volume hovers right around 75% for tourists and 25% locals. Thompson asks about volunteers. Grube says they have about ten volunteers on the roster but only about 4 that are active. The group briefly discusses volunteer recruitment. McBirnie asks about the housing assistance program. Grube describes a program they have in place to assist employees with purchasing a home. They discuss other possible revenue options. Kyle Goltz explains that their board has chosen to pay cash for capital expenses rather than to take out bonds, including the purchase of turnouts, a ladder truck, ambulance chassis, and SCBAs. Thompson inquires why they don't bond for any projects. Grube responds that their bonding capacity is limited by property tax revenue, so they could only bond for about \$325K but have chosen to operate on a cash basis. Thompson asks if they have sought any grant money. Grube says that what they need the most is funding for operations, which is difficult to find. She asks about the recent program from the State to fund emergency response in tourism affected areas. Grube says that they did not apply for any of those funds. Forsythe says that the purpose of the resort tax is to offset tourist impacted services. He says that the revenue generated by resort tax has increased and they should not have to beg for funding. Griffith suggests they start working on a new agreement. McBirnie says he doesn't mind working on a new agreement. He says he doesn't oppose the \$100K base increase but the 4% increase will add up quickly. Benike says he would like to see the effect of the 4%, but he is willing to consider the \$100,000. He says they should review the agreement. Watt agrees that they need to take care of public services, struggles with the hydrant clearing issue, staffing issues and needs of the Town. Grube contends that when they lobbied the legislature for the additional 1% resort tax, he testified that the Town needed that funding for infrastructure so the 3% could be used to support emergency services. The Council discusses opening the agreement before the

expiration. McBirnie says he would like to see the numbers calculated before they make any decisions. Town Manager Dan Walker says he thinks they should work through some scenarios before deciding to renegotiate the agreement. Grube says he would like to work through this before the next budget cycle. Griffith argues that they should be able to move forward and questions what other concerns need to be addressed. Grube suggests assigning two members of the board and two members of the council to sit down and discuss the issue. Mathews says he wants to know what they are committing to for the next five to ten years. Mayor Watt agrees and asks the staff to work on the issue. Grube says that he has been making this request for nearly two years and would like to see some sidebars for when they will get to a resolution.

Public Comment Period

No public comment is received.

Council Comments

Mayor Watt comments that he hopes everyone did their civic duty and voted today.

ACTION TAKEN

- 1) Motion carried to approve Purchase Order #7075 to 3H Construction to flush and clean sewer lines for \$17,820.00. (McBirnie, Benike)
- 2) Motion carried to approve Purchase Order #7076 to 3H Construction for tree planting services for \$8200.00. (McBirnie, Benike)
- 3) Motion carried to approve the claims, which total \$402,772.48. (McBirnie, Benike)
- 4) Motion carried to approve the minutes of the October 15, 2024 Town Council Work Session and Meeting. (McBirnie, Mathews) Griffith is opposed, motion passes.
- 5) Motion carried to waive the special event resort tax bond for the Wildfire Defense Race Series 2025. (Benike, Mathews)
- 6) Motion carried to waive the resort tax bond, vendor fees, and rental of the Povah Center for Mistletoe Magic Event 2024. (McBirnie, Benike)
- 7) Motion carried to approve the eleven revised documents for administering the Marketing and Promotions Fund. (Benike, McBirnie)

DISCUSSION

- 5) Liz and Katie explain that they have waived the bond in the past because the tax is only collected on the registration fees and there is a limited number of entries. The Town hasn't had any issues collecting tax for the event.
- 6) Benike asks about waiving the vendor fees. Stacey Schmier says that any money they raise from this event goes back into the community by donating it to a cause such as Little Geysers or Community West Outreach.
- 7) John Greve explains that the Marketing and Promotions Fund Advisory Board has updated the documents used to administer the fund. Griffith asks if the Town Attorney has reviewed the documents. Finance Director Katie Thompson says that they did seek guidance on specific items. Griffith insists that a non-attorney may not know what needs to be reviewed and believes the attorney should review them. Greve says that having worked with these documents over the past 17 years, they have been reviewed multiple times. Griffith asks Mersen for her opinion. Mersen says she has reviewed all the indemnification and legal issues and notes that the changes she requested have been made.

- A) **Town Manager & Staff Reports:** Town Manager Dan Walker reports that they have completed the background and psychological investigations for the new Chief of Police, Chris Wigner. He is working through some logistical issues and they expect his first day of work will be December 2, 2024. Current Chief of Police, Mike Gavagan's last day of work will be December 6, 2024. He explains that part of the new union contract is an on-call provision for public works. He says that they are implementing the new system this week. The Planning Board met last Friday to discuss the 80 acres zoning map project. They spent most of the meeting discussing existing agreements, snow storage, public works shop, trails and roads. Hazelton expects to have a map put together by December and will schedule public meetings after the first of the year. They are working through background investigations for dispatch and police employees, too. Mathews inquires about several hydrants that are out of service right now. Public Services Superintendent Jon Simms updates the Council on multiple hydrant repair projects. Chief Gavagan reports that Christian Slowinski is graduating from the MLEA Academy on Friday.

The meeting is adjourned at 7:35 PM. (McBirnie, Benike)

Mayor

ATTEST:

Town Clerk



NOVEMBER 15, 2024

TO: Town Manager Dan Walker, Town Council

FROM: Liz Roos, Town Clerk

SUBJECT: Town Clerk Report

- Study Commission Unofficial Election Results

GOV STUDY COMMISSIONER W YELLOWSTONE

Vote For 3

TOTAL

TUT FUENTEVILLA	265
CASEY MCCRAY	328
Write-In Totals	89
Total Votes Cast	682
Overvotes	0
Undervotes	854

The official canvass will be conducted on Monday, November 18. A write-in report will be provided with the official canvass, which will likely determine who will fill that last seat on the commission. At the first meeting in December, the Council will need to designate an ex-officio non-voting member of the study commission and an administrative representative. The same person can do both responsibilities or they can be separate. The MSU Local Government Center will be our primary resource for this process. They have already posted a video to help the study commissioners through their first meeting and are offering in-person training in Bozeman on December 12.

- Meetings, meeting prep, and payroll this week
- There are three payrolls in November this year, the third payroll will not have any deductions for health insurance
- Met with Chief Wigner, looking forward to his family moving to West



Department Head(s) Report November 7 – November 13, 2024

- 90 calls for service
 - 1 Citations issued
 - 38 Warnings
 - 0 Cases
 - 0 Arrest
 - 4 Fire/EMS calls
-
- Call types consisted of: Traffic Stops, School Resource, 911 Calls, Parking, Agency Assists, Public Assists, Animal calls, Suspicious Person/Circumstances, Crashes, Lost/Found Property, Abandoned Vehicles, Noise Complaint, Reckless Driving, VIN Inspection, Disturbance and other fun stuff.
-
- Attended MLEA graduation for Officer Slowinski
 - Mike is 99% done with the background investigation for Dispatch candidate Jessica Cothren. Currently waiting on the psychological testing report. All good so far!
 - Brenda is still working on stuff for the large CJIN audit.
 - USFS is still burning the large Slash Piles along Horse Butte.
 - Brenda continued work on updating the training manual for dispatch.
 - Brenda and Mike continue to cover shifts. Pily is on vacation in dispatch and Christian is in his last week of Field Training and graduated from the Montana Law Enforcement Academy last Friday.
 - Still have one dispatch and one officer position open, tell your friends.
 - Mike continues to **TRY** and wrap up cases, do background investigations, and provide a transition plan for the new Chief.

Until next week,

Mike & Brenda

Public Services Dept. Bi-Weekly Report: Oct 30th through Nov 14th, 2024

Work Performed

- First snow of the season: 24 truckloads hauled so far (our new Larue Rotary is equipped with a manual load tracker).
- Setup ice rink.
- Snow removal and sanding intersections.
- Spray down dump bodies with releasing agent.
- Install protective sleeves around new trees along Canyon.
- Rope lights and snowflake lights installed for winter season along Canyon.
- New lights installed in front of town hall; new light pole installed at chamber parking lot.
- Help property owners with any potential freezing issues going into the winter.
- Work with property owners on water meter repairs and replacements.
- Tree trimming, sightline hazards, cleanup deadfall in town.
- Equipment prepped for winter, plows, blades, v-body, hydraulic lines and cylinders looked over.
- Bypass pumping of IP cells at lagoon. Service repairs on blowers at WW Plant.
- Fixed seized curb stops as well as lower water valves that are above grade in the Mad Add.
- Addressing fire hydrant issues, struck by vehicles, get them isolated so there are no further issues/ leaking. Waiting on parts to repair in the spring.
- Install panel outside Iris Lift Station for quick connect of backup generator in case of power outage.
- Fill in low spots within inner parks/ snow storage areas with road base.
- Street sweepers are put away for winter, Zamboni set up for ice rink season.
- Move jack fences and make repairs.
- Winter signage repairs.
- Vehicle and equipment repairs: ongoing. Glow plugs replaced on 938, air and fuel line leaks, cylinder repairs, clutch and seized conveyor on vee-body on 2015 flatbed, transmission leak, radiator issue on 55, brake chamber repair and tailgate cylinder on 112.
- Radar sign trailer put away into winter storage
- Get signage trailer and PW storage yard cleaned up and organized.
- Issues with HVAC at Town Hall and Povah, Plumbing issues at Povah, replace sink.
- New WW treatment plant continues forward. The construction season is ending. The last interior wall pour was on 11/11.
- Bypassing cells, raking solids from Cell B. Put away UV units, service aeration blowers.
- Flush SAS service laterals and mainlines that continue accumulating debris.
- SAS weekly manhole/ problem areas inspections: ongoing.
- Investigate possible sewer backup at 640 Firehole (11/08).
- Perform water & WW samples: ongoing.
- Sewer and water systems maintenance: ongoing. Fixing broken lines, Curb-stop requests.
- EPA's lead and copper inventory submitted. Still tightening up some of the reporting. (Jon and Sam did a lot of field work and data entry, identifying specific pipe materials for business owners and residents throughout old town, they've built a legitimate inventory).

- Building maintenance and service calls: ongoing.
- Daily trash/ refuse route: ongoing. All the stations have been pressure washed & sanitized for winter storage. Litter collection through alleyways and snow parks: ongoing.
- Vehicle and equipment repairs: ongoing. Utility locates ongoing.
- Respond to vandalism: ongoing.
- Haul away abandoned vehicles.
- Code enforcement and citations issued: ongoing.
- Cross training the PW crew on vehicle maintenance, daily lift stations route, utility locates, water monitoring and testing, equipment, etc.
- DMR reports, Water and WW sampling. Adjust injection wells, perform leak tests on areas of the distribution system.
- Fix damaged castings and signage: ongoing
- Replace cracked manhole lids, swap mislabeled manhole tops.

Administrative

- Continue to work with vendors and technicians on fleet updates: ongoing. Chase parts
- Coordinate parts and supplies orders: ongoing.
- Work with/ meet contractors on project scheduling: ongoing. TD&H Engineering for additional structural evaluation of Mammoth Room roof joists,
- Fill in for staff/ operate equipment/ wrench on equipment.
- Manage current public works staff and seek ways to recruit additional employees: ongoing.
- Extend full-time job offer to equipment operator candidate: Mark Byerhof.
- Met with residents and business owners regarding complaints: ongoing.
- Meetings: Business Improvement Advisory Board, PD and Dispatch, WY Foundation, Fall River, Sweet Electric, TD&H, RSCI/ Forsgren, Tri-State, Waxie, Brady Plus, Coastline Equipment, Freightliner, Broadwater Equipment Services, Joe Johnson Equipment, RDO, John Deere, J&V Supply, Electricians, Plumbers, HVAC, and GC's, Food Roundup, Charlotte Mooney, Public Works Crew to address laundry list items.
- Discuss snow removal procedures with businesses as snow season approaches. Remind everyone to fill out their annual encroachment permits. Liz has posted a reminder for everyone to get these filled out.
- Continue to seek bids for future CIP's, get the ball rolling years in advance.
- Working through sidewalk inventory and identifying ADA compliance hazards.
- Submit departmental report to the Town Manager.
- Code bills and submit check request: ongoing.
- Set monthly trash route schedule.
- Put together next month's "On-Call" schedule for the crew per new CBA. Met with Mike and Brenda again to tighten up on procedures that need to be carried out.
- Seek additional training opportunities for the crew.
- Evaluate building and infrastructure issues, coordinate repairs as needed.

Water/Wastewater Bi-Weekly

11/04/24 thru 11/14/24

Collected and delivered wastewater samples to IAS Labs.

Collected and delivered BAC-T water samples to Bridger Labs. Samples were non-detected for E-coli and total coliform bacteria.

Working on Lead and Copper inventory list for unknown service lines that we have not completed. We had to send out letters from the EPA to the patrons to explain that we have some unknown service lines that could contain lead. Currently, we have not found any lines that contain lead but are still required to send the EPA notifications out and certify the mailings for EPA.

Working with an engineering firm to facilitate the DEQ requirements for a Ground water monitoring analysis and reporting operational manual.

Working with root obstruction in services lines.



(Roots in sewer lines)

Compiling flow data from Whiskey Springs, Well #4, and Well #3 for TD&H Engineering.

Working with Peggy Russel on the water meter lab top and new software.

Manhole inspections and line inspections.

Finished installing electrical cable panel on the Iris lift station also had a winter cover built for the new generator behind Iris station.

Wastewater treatment plant update:

The last wall pour for the season is scheduled for 11/22/24 and then moving towards a winter shutdown.



Please feel free to contact me with any questions.

Thank you,

Jon Brown

From: [Jon Simms](#)
To: [Elizabeth Roos](#)
Subject: FW: Bullet points 11/14/2024
Date: Thursday, November 14, 2024 11:33:33 AM
Attachments: [image001.png](#)

From: Kyle Tanner <ktanner@townofwestyellowstone.com>
Sent: Thursday, November 14, 2024 11:30 AM
To: Jon Simms <jsimms@townofwestyellowstone.com>; Dan Walker <dwalker@townofwestyellowstone.com>
Subject: Bullet points 11/14/2024

Bullet points 11/14/2024

- #1 Site review for KW Corp boundary relocation with zoning review
- #2 School lift delivered to dining lodge for TDH
- #3 Building permit issued for 723 N electric reroof
- #4 Footing and wall inspection for 513 Gallatin new addition
- #5 Data entry for Iworqs zoning encroachment and sign permits
- #6 Snow removal training for new employees
- #7 Light pole repair on canyon
- #8 Answering zoning and building questions/reviews
- #9 Ice rink setup and training



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

Ktanner@townofwestyellowstone.com

Cell # 406-640-0141

Recreation Department
Highlights
November 14, 2024

- Povah reservations
- Unemployment
- Snap and Medicaid
- Saturday we will be having a craft for kids ages K-5th from 10:30am to 12pm
- I am working on winter day camp

Thank you,

Vely



Town Council Agenda Item Summary Report

Meeting Date: 11/15/24	
Item Title: WWTP Change Order #2- Windows	
Submitted By (Name/Title): Dan Walker, Town Manager	
Discussion Only <input type="checkbox"/>	Discussion/Action <input checked="" type="checkbox"/>
Funding Source: WWTP Project Funds	Budgeted <input type="checkbox"/>
Estimated Date of Completion: 2025	

Item Summary

During the review phase for the metal building design, it was acknowledged that the Town of West Yellowstone would like to have windows added to the building layout. This change order outlines the 12 additional windows and associated costs to facilitate this request. As shown in the attached documentation, RSCI's work comprises of working with R&M Steel to supply the needed framing materials, J&J Steel to erect framing for the windows, and Andy's Glass to supply windows and install them.

The windows will allow natural light into the building.

This change order does not grant RSCI additional time for the window installation work, as it is considered a minor task and incidental to other ongoing site activities.

All work performed by RSCI under this change order will be in accordance with technical specifications within the contract documents.

The cost of Change Order #2 is \$31,653. The Change Order has been reviewed and recommended for approval by Staff and Forsgren.

Staff Recommendation

Approve Change Order #2 in the amount of \$31,653 as presented.

Suggested Motion

I move we approve Change Order #2 in the amount of \$31,653 as presented.

CHANGE ORDER NO. 2

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Owner:	Town of West Yellowstone	Owner’s Project No.:	01-20-0046
Engineer:	Forsgren Associates, Inc. Record and Steel Construction, Inc.	Engineer’s Project No.:	01-20-0046
Contractor:	RSCI	Contractor’s Project No.:	565
Project:	West Yellowstone WWTP		
Contract Name:			
Date Issued:	November 13, 2024	Effective Date of Change Order:	

The Contract is modified as follows upon execution of this Change Order:

Description:

During the review phase for the metal building design, it was acknowledged that the Town of West Yellowstone would like to have windows added to the building layout. This change order outlines the 12 additional windows and associated costs to facilitate this request. As shown in the attached documentation, RSCI’s work comprises of working with R&M Steel to supply the needed framing materials, J&J Steel to erect framing for the windows, and Andy’s Glass to supply windows and install them.

This change order does not grant RSCI additional time for the window installation work, as it is considered a minor task and incidental to other ongoing site activities.

All work performed by RSCI under this change order will be in accordance with technical specifications within the contract documents.

Attachments:

- RSCI’s PCO 565-002 – Add Windows Gable Ends (pages 1 – 6 inclusively)
- Window location markup

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>31,209,695.88</u>	Original Contract Times: Substantial Completion: <u>548</u> Ready for final payment: <u>578</u>
Increase from previously approved Change Orders No. 1 \$ <u>33,804.00</u>	NA from previously approved Change Orders No. NA to No. NA : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ <u>31,243,499.88</u>	Contract Times prior to this Change Order: Substantial Completion: <u>548</u> Ready for final payment: <u>578</u>
[Increase] this Change Order:	NA this Change Order: Substantial Completion: <u>0</u>

**EJCDC-C-941
CHANGE ORDER**

\$ 31,653.00	Ready for final payment: 0
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 31,275,152.88	Substantial Completion: 548
	Ready for final payment: 578

Recommended by Engineer (if required)	Accepted by Contractor
By: <u><i>Chelsea Stephens</i></u>	_____
Title: <u>Project Engineer</u>	_____
Date: <u>November 13, 2024</u>	_____
Authorized by Owner	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____

1

END OF SECTION



MT 36115
ID RCE-1066
ID 12164-U-1-2-3
WA RECORSO33QK
NV 0067472
www.rscigroup.com

November 1, 2024

Serial No. 565-005

Forsgren Associates
1137 Summer Dr.
Rexburg, ID 83440

Attention: Chelsea Stephens
Subject: PCO 565-002 – RFC 01 Add Windows to Building Gable ends
Reference: RSCI Job 565 – West Yellowstone WWTP Improvements
Engineer Project 01-20-0046

Dear Ms. Stephens:

This correspondence serves as accompaniment to Proposal No. 565-002 totaling **\$31,653** for RSCI's portion in response to RFC 01 to add 12 each 2'x4' windows to the building gable ends for introduction of natural light. Please review the attached proposal request documentation, summary of costs, and any requested schedule modifications.

This proposal is good for 30 calendar days. We reserve the right to request additional compensation to correct any errors or omissions in our detailed cost accounting.

Thank you for your attention to this matter. If you have any questions regarding this correspondence, then please contact me at 208-867-3233 or trent@rscigroup.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Trent Dyksterhouse", is written over a light blue circular stamp or watermark.

Trent Dyksterhouse
RSCI Project Manager

Attachments: PCO 565-002 with backup pricing and scope markups

West Yellowstone WWTP - PCO 565-002 - RFC 01 Add Windows to Building Gable Ends

Background: On 7/2/24 Forsgren issued RFC 01 to add 10 ea 2'x4' windows on the main building gable ends for natural light per spec 13 24 19-1.11.E. The drawing showed 13 ea windows. Final quantity was clarified to be 12 ea on 10/30/24.

Schedule Modifications: None

WAGE RATES

Carpenter	\$90.33
Cement Mason/Concrete Finisher	\$19.05
Electrician	\$89.12
Equip Oper: Grp 2 Forklift, Loader, Backhoe, Excavator	\$83.11
Equip Oper: Grp 5 Crane 45-74 ton	\$86.80
Equip Opr: Grp 6, Crane	\$88.25
Ironworker: Reinforcing Iron & Structural	\$91.18
Laborer: Common/General, Heavy	\$76.27
Laborer: Pipe Layer	\$77.16
Plumber / Mech Pipefitter	\$97.32
Truck Drivers	\$83.34

LABOR, MATERIAL, EQUIPMENT

Scope	Item	Quantity	Unit	Mat \$/unit	Material \$	Prod. Rate (Units/Manhour)	Total MHRS	Lab \$/Unit	Labor \$	E,O,S/Unit	Equip \$	Other/Sub \$	TOTAL
	R&M Steel - Supply Framing Materials	12	EA	\$300	\$3,600								\$3,600
TOTAL					\$3,600		0.00		\$0		\$0	\$0	\$3,600
RSCI Home Office Overhead & Profit - 15%												\$540	
Labor, Equipment, Material Subtotal												\$4,140	

SUBCONTRACTOR

	J&J Steel Quote - Equipment and Labor to Install Framed Openings	1	LS									\$8,450	\$8,450
	Andy's Glass - Supply & Install Windows	12	EA							\$1,425.00		\$17,100	\$17,100
SUBTOTAL					\$0				\$0		\$0	\$0	\$25,550
RSCI Home Office Overhead & Profit - 5%												\$1,278	
Subcontractor Subtotal												\$26,828	

TOTAL OF ALL SUBTOTALS	\$30,968
Bonds & Insurance - 1.2%	\$372
RSCI TOTAL	\$31,339
MT GROSS RECEIPTS TAX (1%)	\$313
RSCI PROPOSAL TOTAL	\$31,653

BID PROPOSAL

P.O. Box 741 Lincoln, MT 59639

Phone: 406-202-0303 **Email:** Rioserectors@gmail.com

Date: 10/31/2024

PHONE: 406-531-5481

General Contractor: RSCI

EMAIL: team@buildingconnected.com

Job Name: West Yellowstone WWTP Extra
windows

Job Loc.: West Yellowstone

Bid Date: 09/27/2024

Bid Documents:	Plans	Specifications	Addendums
	<u>RFP</u>	<u>All</u>	<u>All</u>

Description

Includes equipment, supervision, labor, and insurances to unload and erect all structural and miscellaneous steel, joists, and deck per plans and specs and in accordance with A.I.S.C code of standard steel erection practice.

This number Includes approximately 52 labor hours. This includes framing, trimming, and the extra time to cut and install the sheets.

Note

This bid is submitted with the understanding that a complete steel package is supplied by others for continuous erection or additional compensation will be requested.

Unloading of materials included if steel erection can be started or if erectors are on site.

This project is bid with a 6 ft. Fall Protection Safety Policy.

Exclusions

Items below are excluded unless noted above:

Lines, grades, and elevations
Cost of gross receipts tax and inspections
Any materials
Any stainless steel or aluminum work
Bonding
Grouting

Base Bid: SUB-TOTAL \$8,450

Tax not included provided an exempt certificate is obtained.

TOTAL INCLUDING ALL ADDITIONS ABOVE \$8,450

Generated by: Josey Rios

We look forward to helping you make this project a success.

J&J Steel Corp

Trent Dyksterhouse

From: loren@andysglass.net
Sent: Friday, August 30, 2024 8:57 AM
To: Trent Dyksterhouse
Subject: FW: West Yellowstone WWTP - Windows

Trent,

The 48 x 24 aluminum fixed windows are \$1425 each. Same price whether it's a quantity of 1 or 11. Lead time is 15 weeks.

Loren

From: loren@andysglass.net <loren@andysglass.net>
Sent: Tuesday, August 27, 2024 9:32 AM
To: 'Trent Dyksterhouse' <trent@rscigroup.com>
Subject: FW: West Yellowstone WWTP - Windows

Trent,

I'm still waiting for a quote from our window supplier. I'll get back to you as soon as I hear from them.

Loren

From: loren@andysglass.net <loren@andysglass.net>
Sent: Wednesday, August 21, 2024 8:41 AM
To: 'Trent Dyksterhouse' <trent@rscigroup.com>
Subject: RE: West Yellowstone WWTP - Windows

Trent,

I'll go over this with Andy and get back to you.

Loren Buettner
Andy's Glass, Inc.
406-388-1487

From: Trent Dyksterhouse <trent@rscigroup.com>
Sent: Tuesday, August 20, 2024 12:14 PM
To: loren@andysglass.net
Cc: Jonas Shackelford <jonas@rscigroup.com>
Subject: West Yellowstone WWTP - Windows

Loren,

Hello again, we enjoyed working with you on Big Sky WRRF and now have another water plant, this time in West Yellowstone. Here is link to plans and specs:

<https://prostor.rscigroup.com/d/s/zVnYXFM3xz3iZaaRbWZW9sjUF2eAGMqN/TcjaBMyb3I9fr7vf5H46h3elo3uCB4Xt-ZrMAi2YCKws>

Looks like only 1 window in the base contract on dwg S005 (snip it below). Then they want to proposal from me to add 10 more of these windows (attachment RFC001) so will you quote be me 11 ea of these? Spec is also attached.

WINDOW SCHEDULE								
IDENTIFICATION	WINDOW DETAILS						REMARKS	
	MATERIAL	FINISH	WIDTH	HEIGHT	HEAD	JAMB	SILL	HARDWARE SCHEDULE
W1	ALUMINIUM	ALUMINIUM	4'-0"	2'-0"	1/S005	2/S005	3/S005	INSULATED, TEMPERED DBL PANE

They also show glazing in 8 of the doors on the elevation views but there is nothing called out in the door schedule or size so lets exclude door glazing for now. It doesn't call out windows in the door schedule on S005 but shows them on the elevation views on S223 and S224. We need to submit an RFI.

Please let me know if you have any questions but the order may be as small as 1 window or it could be 11 windows (10 change order + 1 base bid) and 8 door glazings.
Thanks,

Trent Dyksterhouse

RSCI | 333 W Rossi, Suite 200 | Boise, ID 83706
Office: 208.472.0163 | Mobile: 208.867.3233
<http://www.rscigroup.com>

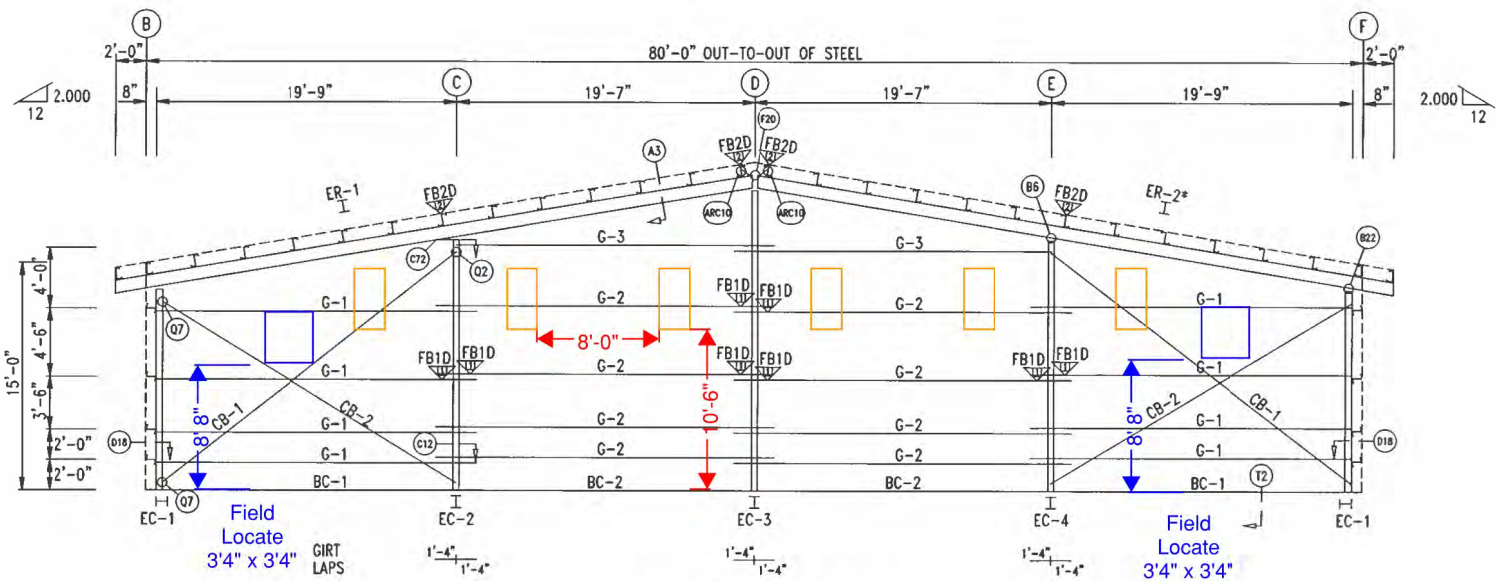
Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

BOLT TABLE GRID 1 & 3				
LOCATION	QUAN	TYPE	DIA	LENGTH
ER-1/ER-2*	6	A325	3/4"	2"
Cor_Column/Raf	4	A325	5/8"	1 3/4"
Inf_Column/Raf	4	GR_5	1/2"	1"

MEMBER TABLE GRID 1 & 3		
MARK	PART	LENGTH
EC-1	W8x10	13'-6 1/16"
EC-2	W8x10	16'-8 1/4"
EC-3	W8x10	19'-11 3/8"
EC-4	W8x10	16'-8 1/4"
ER-1	W10x26	42'-8 11/16"
ER-2*	W10x26	42'-8 11/16"
G-1	8x25Z16	21'-9"
G-2	8x25Z16	22'-3"
G-3	8x25Z16	21'-1 1/4"
BC-1	8x25C16	20'-5"
BC-2	8x25C16	19'-9"
CB-1	1/2EHS	24'-0"
CB-2	1/2EHS	23'-0"

FLANGE BRACE TABLE GRID 1 & 3		
∇/ID	MARK	LENGTH
1	FB2D	1'-1 5/8"
2	FB1D	1'-0 13/16"

CONNECTION PLATES GRID 1 & 3	
ID	MARK/PART
1	SSFBB
2	SSFBI0



ENDWALL FRAMING: GRID 1

R & M STEEL COMPANY
P.O. Box 580
Coldwell, Idaho 83606
208-454-1800 Fax 208-454-1801

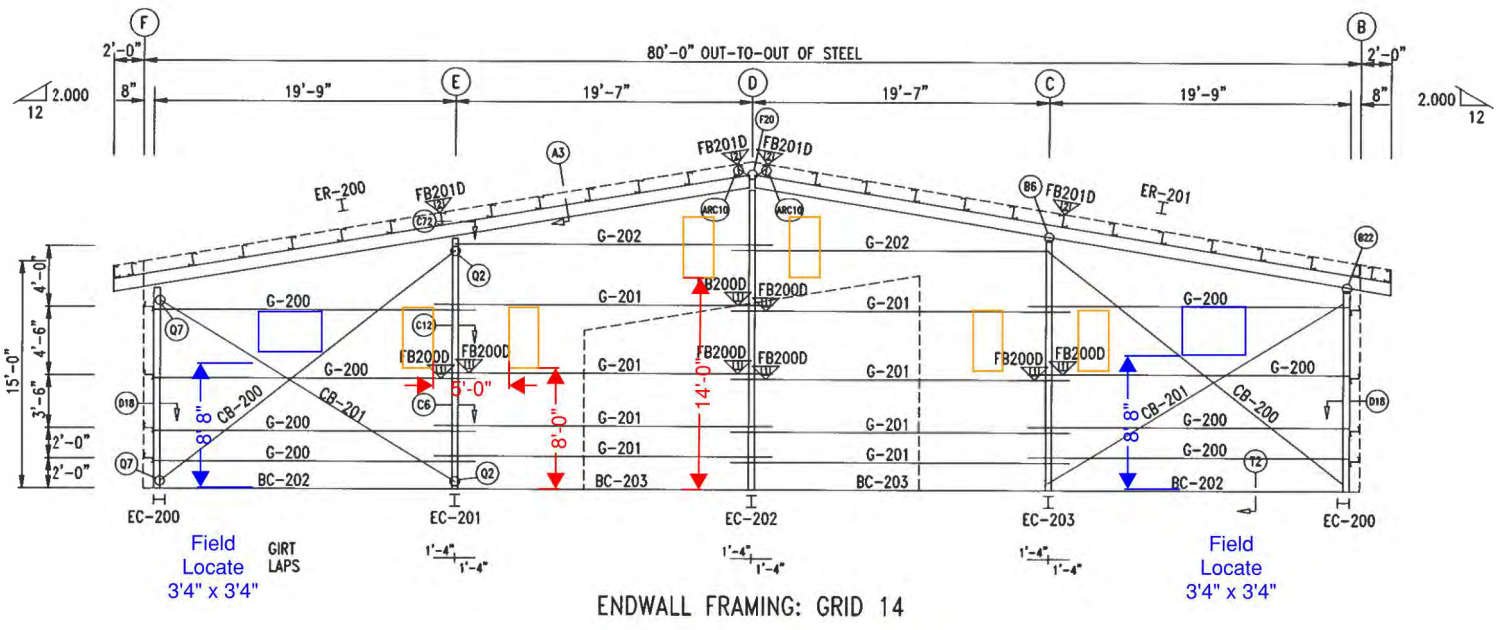
SCALE:	JOB LOCATION:	REVISION
DATE: 8/15/24	WEST YELLOWSTONE, MT	
RSCI		DRAWN BY SB
1.5MGD WWTP FACILITY		DRAWING NUMBER OF

BOLT TABLE GRID 11 & 14				
LOCATION	QUAN	TYPE	DIA	LENGTH
ER-200/ER-201	6	A325	5/8"	2"
Columns/Raf	4	A325	5/8"	1 3/4"
Columns/Raf	4	GR 5	1/2"	1"

MEMBER TABLE GRID 11 & 14		
MARK	PART	LENGTH
EC-200	W8x10	13'-4"
EC-201	W8x10	16'-6 3/16"
EC-202	W8x10	19'-9 3/8"
EC-203	W8x10	16'-6 3/16"
ER-200	W12x22	42'-9"
ER-201	W12x22	42'-9"
G-200	8x25Z16	21'-9"
G-201	8x25Z16	22'-3"
G-202	8x25Z16	21'-1 1/4"
BC-202	8x25C16	20'-5"
BC-203	8x25C16	19'-7"
CB-200	1/2EHS	24'-0"
CB-201	1/2EHS	23'-0"

FLANGE BRACE TABLE GRID 11 & 14		
ID	MARK	LENGTH
1	FB201D	1'-2 11/16"
2	FB200D	1'-0 13/16"

CONNECTION PLATES GRID 11 & 14		
ID	MARK/PART	
1	SSFB8	
2	SSFB10	



INSTALL ENDWALL FLANGE BRACE

R & M STEEL COMPANY
P.O. Box 580
Coldwell, Idaho 83606
208-454-1800 Fax 208-454-1801

SCALE:	JOB LOCATION:	REVISION:
DATE: 9/3/24	WEST YELLOWSTONE, MT	
RSCI		DRAWN BY: SB
1.5MGD WWTP FSW LEAN TO		DRAWING NUMBER of

TO: Dan Walker

Date: 11/14/24

From: Jon Brown Water/Wastewater Deputy Superintendent

Re: DEQ request for Wastewater sampling analysis and reporting operational manual community system.

DEQ is requiring the Town of West Yellowstone to create a Wastewater sampling analysis and reporting operational manual community system for permit MTX000244.

This manual must provide the following:

1. Equipment Calibration
 - a. Instrument calibration and frequency
2.
 - a. Sampling process
 - b. Sampling methods
 - c. Sample handling and custody procedures
 - d. Sample lab and calibration sheet
3. Analyte calculations
4. Recording and reporting wastewater characteristics
 - a. Monitoring equipment
 - b. Monitoring frequency
 - c. Data acquisition
 - d. Data management
 - e. Daily operating records (logs) and discharge monitoring reports
5. Recording and reporting wastewater flows
 - a. Monitoring equipment
 - b. Monitoring frequency
 - c. Data acquisition
 - d. Data management
 - e. Daily operating records

Regarding my conversation with you and Jon Simms about the DEQ's requirement for the new permit I also forward the permit information to Kyle from TD&H. Kyle forwards the information to Matt McGee who is the Civil Engineer for TD&H.

Matt McGee emailed me suggesting that Forsgren Engineering would have most of the information from the improvements design and it would likely be more efficient and economical for Forsgren Engineering to develop the procedures working directly with you given their background on this project.

I contacted Forsgren Engineering with the information from DEQ so they could provide a scope of service for the Town of West Yellowstone.

If you have any questions, please contact me.

Thank you,

Jon Brown

**AGREEMENT
BETWEEN
TOWN OF WEST YELLOWSTONE AND FORSGREN ASSOCIATES, INC.
FOR PROFESSIONAL SERVICES**

This agreement is made as of this 19th day of November, 2024, between the TOWN OF WEST YELLOWSTONE (“OWNER”) and FORSGREN ASSOCIATES, INC., (“ENGINEER”) an Idaho corporation, with principal offices at 1137 Summers Dr., Rexburg, Idaho, 83440 for services in connection with the project known as the SAMPLING, ANALYSIS, AND REPORTING OPERATION MANUAL (“Project”).

Whereas, the OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

Whereas, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

Therefore, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as described in attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The “Forsgren Associates, Inc., Terms and Conditions for Professional Services,” which are attached hereto as Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “Forsgren Associates, Inc. Terms and Conditions for Professional Services” and as mentioned in Exhibit A, Scope of Services.

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be a lump sum in the amount of Ten Thousand Dollars (\$10,000) distributed among the following tasks with the exception of additional services which shall be compensated on a time and materials basis and includes services requested and approved by the Client.

The lump sum fee for base services includes ordinary reimbursable expenses defined as transportation travel, computer usage, telephone, and shipping. Extraordinary reimbursable

expenses are not included and ordinary reimbursable expenses may apply on additional services requested by the Owner and which are compensated on a time and materials basis.

<u>Task</u>	<u>Cost</u>
100 Project Management	\$0
200 Planning (Sampling, Analysis, And Reporting Operation Manual)	\$10,000
300 Environmental	\$0
400 Preliminary Design	\$0
500 Design	\$0
600 Bid Services	\$0
700 Construction Administration (Engineering)	\$0
700 Construction Administration (Inspection)	\$0
800 Survey	\$0
900 Additional Services	\$T&M
Total	\$10,000.00

Ordinary reimbursable expenses defined as local transportation, computer usage, copies, telephone, and postage, shall be added to the time and materials tasks in the form of a \$5 per billed manhour and labeled a *Reimbursable Project Expense*. Extraordinary reimbursable expenses such as travel, lodging, per diem, equipment, and subconsultants will be invoiced as a reimbursable expense. The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER'S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Lump Sum shall mean a fixed amount, which shall be the total compensation agreed upon in advance for Scope of Services. As the project duration is expected to exceed one billing cycle, work will be invoiced monthly reflecting progress on each task through the date of the invoice.

Time and materials (T&M) shall mean a rate extracted from the current title code rate table for a specific labor category and includes direct labor cost, indirect labor cost, and profit. Applicable rate table is included in Exhibit C.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, computer usage, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add ten percent (15%) to invoices received by ENGINEER from subconsultants and subcontractors to cover supervision, administrative, and insurance expenses.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services according to the following schedule: Based on the Compliance Schedule in Section I.F of the Permit, the Manual is required to be submitted to Montana Department of Environmental Quality (MDEQ) on December 28, 2024 (within 180 Days of July 1, 2024). It will be provided to the Town one week before this date for submission to allow time for the Town to review it before submission.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER’S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If the specified dates for completion are attributable to the OWNER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER’S compensation shall be equitably adjusted through negotiation by the OWNER and the ENGINEER.

SECTION VI. AUTHORIZATION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

FORSGREN ASSOCIATES, INC
“ENGINEER”

TOWN OF WEST YELLOWSTONE
“OWNER”

SIGNATURE: _____

SIGNATURE: _____

NAME: Kevin Harris, P.E.

NAME: _____

TITLE: Division Manager

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT A

SCOPE OF SERVICES

GENERAL:

This scope of services describes the work to be performed by Forsgren Associates, Inc. (Engineer), on behalf of Town of West Yellowstone (Owner), to provide engineering services related to the Sampling, Analysis, and Reporting Operation Manual.

BACKGROUND:

To meet Compliance Schedule of the Town of West Yellowstone MTX000244 Montana Ground Water Pollution Control System (MGWPCS) Permit a Sampling, Analysis, and Reporting Operation Manual (Manual) is required to be developed and implemented within 180 days of permit issuance. Forsgren Associates has been asked to complete this compliance activity. The scope for these services is described below.

Assumptions:

- The Manual will be developed based on the existing lagoon treatment wastewater facility.

SECTION 200 - PLANNING

The ENGINEER agrees to provide the Sampling, Analysis, and Reporting Operation Manual as stated in Town of West Yellowstone MTX000244 Montana Ground Water Pollution Control System (MGWPCS) Permit I.E.3. The Engineer's tasks are to prepare this report to include the following:

1. The Manual shall be designed to assist in planning for the collection, analysis, and reporting of all monitoring in support of this permit. At a minimum, the Manual must include the following:
 - a. Equipment Calibration
 - i. Instrument Calibration and Frequency
 - b. Preparing And Collecting Wastewater Effluent (EFF-001) Wastewater Samples.
 - i. Sampling Process
 - ii. Sampling Methods
 - iii. Sample Handling and Custody Procedures
 - iv. Sample Lab and Calibration Sheets
 - c. Analyte Calculations
 - i. For each Analyte/Measurement in Table 2 and 3 in the Permit, the EPA standard test method, preservative, and maximum holding time will be discussed.
 - ii. Calculation formulas to get the results needed to input the information on the Discharge Monitoring Reports
 - d. Recording And Reporting Wastewater Characteristics.
 - i. Monitoring Equipment
 - ii. Monitoring Frequency
 - iii. Data acquisition requirements
 - iv. Data management
 - v. Daily Operating Records (Logs) and Discharge Monitoring Reports
 - e. Recording And Reporting Wastewater Flows.

EXHIBIT A

SCOPE OF SERVICES

- i. Monitoring Equipment
 - ii. Monitoring Frequency
 - iii. Data acquisition requirements
 - iv. Data management
 - v. Daily Operating Records (Logs) and Discharge Monitoring Reports
2. The format and the content of the Manual should adhere to the recommendations and references provided in the of the Permit.
3. This task includes one round of comments from MDEQ. Any more rounds of comments will be considered additional services.

SECTION 900 – ADDITIONAL SERVICES

Provided, as directed by the Owner, on a Time and Material Basis.

EXHIBIT B

TERMS AND CONDITIONS

Forsgren Associates, Inc.

Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. Upon request, OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for the claims covered by ENGINEER's insurance.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements,

flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project. OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the Terms & Conditions for Professional Services 2 (10/2001) parties. One or more waivers by either party of any provision, term or condition shall not be

construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within forty-five (45) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity, and other employment, statutes and regulations.

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include

services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. LIMITATION OF LIABILITY

ENGINEER's and its employees' total liability to OWNER for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ENGINEER's and its employees' professional negligent acts, errors, or omissions, shall not exceed the lesser of \$50,000 or the total compensation received by ENGINEER hereunder, except as otherwise provided under this Agreement, and OWNER hereby releases and holds harmless ENGINEER and its employees from any liability above such amount.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

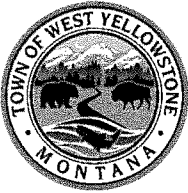
EXHIBIT C RATE TABLE



FORSGREN ASSOCIATES, INC. TITLE CODE RATE SCHEDULE

TITLE CODE	TITLE	HOURLY RATE - 3.2*
ENGINEER 9	Senior Principal Engineer	270
ENGINEER 8	Principal Engineer	250
ENGINEER 7	Managing Engineer	220
ENGINEER 6	Sr. Project Manager	200
ENGINEER 5	Project Manager	180
ENGINEER 4	Senior Engineer	165
ENGINEER 3	Project Engineer	145
ENGINEER 2	Staff Engineer	130
ENGINEER 1	Engineer-In-Training	115
SCIENTIST 7	Principal Scientist	240
SCIENTIST 4	Project Manager	165
SCIENTIST 3	Project Manager	155
TECH 5	Supervising Inspector	130
TECH 4	Sr. Inspector	110
TECH 3	Inspector/Sr. Technician	95
TECH 2	Technician	70
TECH 1	Assistant Technician	60
CADD 6	Managing Designer	145
CADD 5	Senior Designer	130
CADD 4	Designer	115
CADD 3	Senior Drafter	110
CADD 2	Drafter	90
CADD 1	Drafting Technician	65
SURV 6	Sr. Survey Manager	155
SURV 5	Survey Manager	140
SURV 4	Sr. Party Chief	125
SURV 3	Survey Designer/Party Chief	100
SURV 2	LSIT/Sr. Survey Technician	80
SURV 1	Survey Technician	65
CLE 5	Executive Assistant	110
CLE 4	Managing Project Asst	95
CLE 3	Sr. Project Asst	80
CLE 2	Project Asst	70
CLE 1	Receptionist	60

Rates are fully-loaded with direct labor, overhead and profit
 Expert Witness Testimony, Preparation and all court time will be charged at a rate of \$500.00 per hour.
 Reimbursables are charged at cost plus 15%
 Subconsultants are charged at cost plus 15%
 Mileage will be charged at \$0.625/mile
 Rates are subject to change



Town Council Agenda Item Summary Report

Meeting Date: 11/15/24	
Item Title: Yellowstone Nature Connection, Inc. Lease Addendum- Residence	
Submitted By (Name/Title): Dan Walker, Town Manager	
Discussion Only <input type="checkbox"/>	Discussion/Action <input checked="" type="checkbox"/>
Funding Source: NA	Budgeted <input type="checkbox"/>
Estimated Date of Completion: 11/29/24	

Item Summary

Jim Kitchen, President of the Yellowstone Nature Connection (Smokejumpers) has made a request for an addendum to their current lease agreement to allow year-round residency on the property. Section 2(d) of the current lease agreement does not allow year-round use of the property as a residence.

Jim and his partner, Christy Blohm, have lived at the property and managed/volunteered at the center for a number of years during the summer months. Christy was recently offered a full-time year-round position as the Office Manager for the Yellowstone Historic Center, which is the reason for the request.

Jim has indicated that he will continue to volunteer 20+ hours per week to accomplish the goals and mission of the YNC over the winter.

The YNC will also need to ratify any changes to the agreement.

Jane has suggested an addendum to the agreement in accordance with Section 31 of the agreement.

Staff Recommendation

Authorize the Town Manager and Town Attorney to draft an addendum to the 2022 Lease Agreement between the Town and Yellowstone Nature Connection, Inc. to allow year round use of the residence.

Suggested Motion

I move we authorize the Town Manager and Town Attorney to draft an addendum to the 2022 Lease Agreement between the Town and Yellowstone Nature Connection, Inc. to allow year round use of the residence.

Dan Walker

From: JimK <cozerose@gmail.com>
Sent: Wednesday, November 13, 2024 9:49 AM
To: Dan Walker
Cc: Rick & Patty Hafenfeld; Phil Barto; J.W. Allendorf; Todd King; Eddie Ward; Jim Voelz; Bryan Vesce; Christy Blohm
Subject: Town Council Request

Dan
Can you please place us on this week's Town Council agenda.

We would like the Council to consider amending our 2023 lease agreement to allow for utilizing the facility throughout the year. I have contacted the YNC BoD and have general support for this change. We are working out specific logistic and finance details in a BoD call this evening.

The current language in our agreement is that the facility is closed in the winter.

I will continue to volunteer 20 or more hours each week to accomplish the projects and goals of our non profit throughout the winter months. We would continue to ask all our volunteers and guests to act as ambassadors for the community. Anytime we encounter the public at the Station we strive to offer a positive visitor contact. Recently my partner, Christy Blohm has been offered the Yellowstone Historic Center Office Manager position which is a year round position. This is a major factor in forwarding this request.

I am available by phone to answer any questions or address specific concerns of Town Staff or the Town Council.

Thank you for your consideration.

Jim Kitchen
President, Yellowstone Nature Connection
406 599 4054

TOWN OF WEST YELLOWSTONE/YELLOWSTONE NATURE CONNECTION, INC.
LEASE AGREEMENT – 2022

THIS LEASE AGREEMENT, (the “Agreement”) is entered into this 6th day of September, 2022, by and between the Town of West Yellowstone (“Town” or “Lessor”) a Montana municipal corporation, of P.O. Box 1570, West Yellowstone, Montana 59758, and the Yellowstone Nature Connection, Inc. (“YNC” or “Lessee”), formerly known as the National Smokejumper Center (NSC), a Montana non-profit corporation, of P.O. Box 264, West Yellowstone, MT 59758.

WITNESSETH:

WHEREAS, the Town and YNC are interested in providing for the restoration and preservation of the buildings commonly referred to as the West Yellowstone Historic Ranger Station (WYRS), in Dunbar Park, located in the West Yellowstone Historic District within West Yellowstone, Montana; and

WHEREAS, YNC desires to operate the Junior Smokejumper Center based at the WYRS to protect the historic value of the WYRS and for the purpose of interpreting the relationship of wildland fire ecology, behavior and suppression in the Hebgen Basin and Greater Yellowstone Area, and teaching children the value of a healthy lifestyle that includes outdoor activity; YNC desires to continue this tradition and strive to remain an asset for the Town of West Yellowstone; and

WHEREAS, the Town shares these same goals with YNC, and enters into this Agreement with YNC to accomplish these goals.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein the Town (as Lessor) and YNC (as Lessee) hereby agree as follows:

1. Ownership of Real Property. The Town is the sole owner of the real property contained within the Oregon Short Line Terminus Historic District. The Historic District includes the relocated West Yellowstone Ranger Station located in Dunbar Park (“Ranger Station,” “premises” or “leased premises”)
2. Lessee’s Leasehold Interest. YNC desires to lease: Four (4) historic log buildings: Office/Gallery (formerly known as the “West Yellowstone Historic Ranger Station”), Barn,

Town of West Yellowstone
YNC Lease
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Garage, and Residence and the associated area as displayed on the plat attached at Exhibit A; the Town agrees to lease and demise the buildings and land listed above, to YNC in accordance with the terms and provisions of this Lease Agreement. The leased buildings will be used for planning, organizing, coordinating, and conducting educational programs with each building functioning as follows:

- a.) Office/Gallery: Primary office space for conducting and coordinating educational programs and store front for fine art gallery related to YNC's Mission.
- b.) Barn: Primary Junior Smokejumper program space. Option to convert part of this space into a museum that will interpret the history of wildland fire management.
- c.) Garage: Classroom and storage space.
- d.) Residence: Housing for volunteers; in compliance with local codes establishing occupancy. The house will provide lodging for no more than eight (8) people at any given time. The Residence will not be used as a year-round residence.
- e.) Two spots for the parking of recreational vehicles.

The Town and YNC shall review these provisions on an annual basis and make changes, as necessary.

3. Excluded Premises. The parties may negotiate to extend this Lease Agreement, or modify it by mutual agreement; however, the Town shall retain absolute ownership, use and control of all real property and buildings in the Historic District except the Office/Gallery, Barn, Garage and Residence and related property as described in #2 above.
4. Terms of Lease Agreement. The Town demises and leases the premises for a term of Ten (10) years, subject to defeasance or default as later described in this Lease Agreement. The term shall commence on September 1, 2022 and shall terminate on August 31, 2031.
5. Renewal of the Lease Agreement. The Town hereby grants YNC an option to extend the term of this lease for an additional Ten (10) years until August 31, 2041. This option to renew is subject to the annual review described below and other terms of this Lease Agreement.
6. Annual Review. The Town will conduct an annual performance review of YNC's activities and management concerning the leased premises at the discretion of the Town. Officers of the YNC Board will be available to address concerns and make operational changes presented by Town Managers on an annual basis. YNC shall submit an Annual Report to the Town, at the end of each season:

Town of West Yellowstone

YNC Lease

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a.) Annual Report shall include:

- i. Financial information: Income (donations, grants, and other income) and Expenses;
- ii. Grant application(s): Annual status of each grant;
- iii. Copy of all IRS non-profit corporation filings in the past year;
- iv. Certificate or other document evidencing purchase of required liability insurance;
- v. Copy of current Business License;
- vi. YNC's Programs: Number and type of programs offered at YNC at Dunbar Park;
- vii. Volunteers: Number of Volunteers and hours/days provided to YNC; and,
- viii. Capital Improvements, Maintenance and Repairs: Made during the past Twelve (12) months and those anticipated as necessary within the next Twelve (12) months.

b.) If the Town, in its sole discretion, reasonably determines that YNC is not adequately performing its responsibilities under this Lease Agreement, then the Town may terminate the Lease Agreement in accordance with the provisions on default set forth below. In addition to the legal requirements set forth in this Lease Agreement, the adequacy of YNC's performance of its obligations shall be gauged principally by its present mission statement, which is the following:

***Our mission:** To inspire young people to consider careers in the outdoors, to spark interest in our natural environment, to create curiosity about fire ecology and safety, smoke-jumper history, and historical preservation.*

We realize that we can't educate young people with a single visit, but our presentations are designed to plant a seed in the minds of young people, their parents and grandparents, and to encourage a lifelong curiosity in further learning.

YNC strives to be a unique and authentic asset to the West Yellowstone community as we utilize the historic Forest Service Ranger Station.

7. Rental Payments. YNC shall pay the Town an annual rental amount of One Hundred Dollars (\$ 100.00) for the leased premises; in consideration that the Town has not had been asked to provide funding for the YNC's facilities during the past decade. This rental amount shall be paid annually beginning September 1, 2022, and on the same day each year thereafter until September 1, 2031. In consideration of this nominal rent, YNC shall maintain the leased premises and perform other services for the Town as described in this Lease Agreement.

Town of West Yellowstone

YNC Lease

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8. Definition of "Capital Improvement" and "Maintenance and Repair." As more generally described below, YNC is responsible for the cost of Capital Improvements and Maintenance and Repairs to the premises. The term "Capital Improvement" means any permanent alteration or modification to the premises generally or a building particularly that:

- (i) substantially increased its value,
- (ii) substantially prolongs its life, or
- (iii) adapts it to an entirely new use.

In the event of a dispute between the parties concerning the definition of "Capital Improvement," the parties shall look to the Section 263(a) of the Internal Revenue Code for guidance, including regulations, IRS interpretation or court cases construing this section. Any alteration, modification or other work of any kind performed on the premises that does not constitute a "Capital Improvement" qualifies as "Maintenance and Repair."

9. Capital Improvements. YNC is responsible for the cost of capital improvements to the premises. Any capital improvements will be made only after YNC receives written permission from the Town. Through grants or other funding sources, however, the Town may obtain money to perform capital improvements on existing buildings at YNC. The Town will cooperate with YNC in obtaining grants or other sources of funding to make capital improvement on the premises; however, any substantial modification or alteration to the premises is subject to the Town's approval.
10. Maintenance and Repair. As a general principle, maintenance and repair of the leased premises is the sole responsibility of YNC. However, while the parties do contemplate that YNC will ultimately pay the cost of all maintenance and repairs on the premises, the following items will be performed at the sole expense of the Town: Maintenance of lawns and landscaping in Dunbar Park adjacent to the leased property premises perimeter.
11. Utilities. YNC shall be solely responsible for public or private monthly utility services of any kind furnished to the premises during the term of this Lease Agreement. YNC will promptly pay all billing statements or accounts for utility services furnished to the leased premises.
12. YNC Commitment Concerning Leased Premises. YNC will maintain, improve and use the leased premises for purposes conforming to its present mission statement. YNC will comply with codes and regulations of the governing authorities that have jurisdiction.
13. Application for Grants. YNC contemplates applying for grants, donations, or other funding for the restoration or preservation of the leased premises in the Historic District, and for YNC programs. YNC shall inform the Town about grant status (see #6 above). YNC shall

obtain prior approval from the Town before submission of grant applications that require monetary outlays from the Town. If the Town approves a particular grant or funding proposal, then it agrees to cooperate and assist YNC with the application process.

14. Items for sale at YNC Gallery. Items for sale at YNC's Gallery shall be related to YNC's Mission (above), YNC's Program presentations and the greater Yellowstone ecosystem. In conjunction with its operations and mission, YNC contemplates offering the Gallery space to an independent artist contractor; to offer for sale, by way of example, but not limited to: Fine art, photography, books, educational items, and memorabilia as related to YNC's mission and programs. Income generated by the independent artist contractor shall be the profit of the independent artist contractor; who shall pay the Town of West Yellowstone Resort Tax directly to the Town; and all federal, state, and local taxes as applicable. YNC may accept donations from the independent artist contractor.
15. Resort Tax and Town Ordinances. YNC agrees to require any independent artist contractor or other entity selling items in YNC's Gallery to meet all requirements of the Town's Resort Tax; including acquiring and maintaining an annual business license; and complying with all federal, state, and local tax requirements.
16. Taxes. Although the leased premises is solely owned by the Town, to the extent that any taxes or assessments are levied on the real property leased to YNC, YNC agrees to pay such taxes and assessments. YNC shall also be solely responsible for all personal property or other taxes assessed by virtue of YNC's operation or management of the leased premises.
17. Independent Contractor. YNC shall at all times remain an independent contractor when performing activities of whatever kind on the leased premises or elsewhere, including, but not limited to, YNC operation of the Yellowstone Nature Connection and Junior Smoke-Jumper Center. YNC shall remain in compliance with federal, state, and local regulations for volunteer and 501(c)(3) organizations. All volunteers at the YNC or elsewhere performing YNC operations as a non-profit corporation, are solely the volunteers of YNC and are not volunteers or employees of the Town. YNC agrees to comply with all federal, state, or local laws and regulations concerning employees; including, but not limited to, workers compensation insurance.
18. Casualty Insurance. The Town shall keep all buildings and improvements on the leased premises insured against loss or damage by fire or other standard peril in an amount equal to the amount required for the replacement of said buildings and improvements. YNC shall maintain its own casualty insurance for fire other standard peril on the personal property and leasehold improvements contained in the leased premises.

Town of West Yellowstone

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19. Liability Insurance. Both parties shall maintain liability insurance for bodily injury and property damage involving the leased premises or the operation thereon.

a.) The Town will maintain liability insurance in accordance with statutory limits on the municipal liability:

Presently in the amount of \$750,000 per person and \$1,500,000.00 per occurrence;

YNC shall purchase and maintain commercial general liability insurance as required to protect the Town from claims set forth below which may arise out of or result from operations of YNC under this Agreement, whether such claims arise during performance or subsequent to completions of the operations under the Agreement and whether such operations be by YNC or by anyone directly or indirectly employed by YNC or by anyone for whose acts YNC may be liable. Insurance shall be purchased from a company licensed to do business in the state (with an "A" rated or better classification) where the Property is located and shall be written for not less than the limits of liability specified below or as stipulated with the primary agreement when you are a Sub-Lessee, whichever is greater. The types of claims, required coverage and minimum limits of liability are as follows:

a.) Claims under Workers Compensation, disability benefit and other similar employee benefit act; claims for damages because of bodily injury, occupational sickness or disease or death of employees. Minimum insurance coverage shall include:

- i. Workers Compensation - Statutory
- ii. Employer's Liability
- iii. Each Accident Limit \$500,000
- iv. Disease - Policy Limit \$500,000
- v. Disease – Each Employee \$500,000

Workers Compensation coverage must extend to every employee, including all owners and officers of a closely held corporation and/or individuals operating as a sole proprietor or partnership.

b.) "Waiver of Subrogation"

YNC hereby waives any rights of subrogation with regards to workers compensation coverage it may have, or may require in the future, regarding the Work performed by YNC, as described in this Agreement.

c.) Claims for damages because of bodily injury or property damage to any person other than employees; Insurance shall include:

- i. Premises – Operations
- ii. Products – Completed Operations
- iii. Blanket Contractual – As will cover the provisions of the Agreement
- iv. Broad Form Property Damage
- v. Personal Injury
- vi. No Exclusion for Blanket Explosion, Collapse, and Underground Property Damage
- vii. Operations of Independent Contractors
- viii. Limited Pollution Liability

Minimum Policy Limits:

General Aggregate	\$2,000,000
Products/Completed Operations	\$2,000,000
Personal Injury	\$1,000,000
Each Occurrence	\$1,000,000
Limited Pollution	\$100,000

d.) Claims for damages because of bodily injury or death of any person, or any property damage arising out of the ownership or use of any motor vehicle. Insurance coverage shall include comprehensive Automobile Liability insurance including owned, hired, and non-owned vehicles with limits of \$1,000,000 or greater, combined single limit for each occurrence for bodily injury and death, or property damage.

e.) The Commercial General Liability insurance shall name the Town as an Additional Insured for both ongoing and completed operations. Commercial General Liability insurance shall be maintained through the warranty period contained in the contract. Additional insured forms should be ISO CG2010 and CG2037 edition date of 04/2013 or their equivalent.

f.) All of the above insurance policies shall be primary insurance, without recourse to or contribution from any similar insurance carried by the Town. YNC shall deliver to the Town certificates of insurance evidencing compliance with this insurance provision prior to the commencement of occupancy.

To the extent practical, each party will name the other party as an additional insured on their respective liability policy; in addition each party will provide the other party a certificate or other document evidencing purchase of required liability insurance.

20. Mutual Indemnification. To the fullest extent permitted by law, YNC agrees to indemnify and hold the Town harmless, and the Town agrees to indemnify and hold YNC harmless, for any claim, damage, loss, attorney's fees or expense of any kind incurred by or asserted against one party and arising from the negligence or action of the other party.
21. Environment Contamination. YNC is responsible for any environmental contamination occurring, as a result of its use or operations on the leased premises.
22. Assignment or Sublease. YNC man not assign any of its rights or obligations under this Lease Agreement, nor may it sublease all or any portion of the leased premises, without the prior written approval of the Town. Because of the nature of this Lease Agreement and unique relations between the Town and YNC, the Town may withhold approval for assignment or sublease for any reason it deems appropriate.
23. Unlawful Activity or Nuisances. YNC shall neither use nor occupy all or any portion of the leased premises in any manner that violates federal, state, or local law or regulation. YNC shall not use the leased premises or conduct any operations thereon in any manner that constitutes a public or private nuisance.
24. Improvements. All improvements to the leasehold premises or buildings thereon, whether paid for by the Town or YNC shall become sole property of the Town upon the expiration or termination of this Lease Agreement.
25. Default or Breach. The following events shall constitute a default or breach of this agreement by YNC:
 - a.) If YNC fails to pay rent when due;
 - b.) If YNC assigns or attempts to assign all or any portion of this agreement without the prior permission of the Town;
 - c.) If YNC sublets or attempts to sublet all or any portion of the leased premises without the prior permission of the Town;
 - d.) If YNC is dissolved as non-profit corporation, or if it ceases operation as a non-profit corporation;
 - e.) If YNC vacates or abandons the leased premises;

- f.) If YNC fails to maintain the leased premises or conduct YNC operations thereon in accordance with the present mission statement;
- g.) If YNC fails to comply with any material condition or provision of this Lease Agreement;
- h.) The violation of any Federal, State, or local law or regulation.

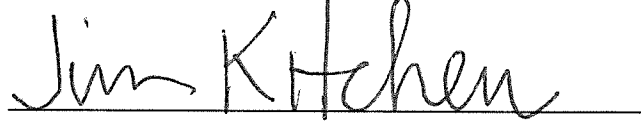
If YNC is in default of this Lease Agreement as described above, then the Town must provide written notice of the alleged default and shall allow YNC thirty days (30) to cure the default. If YNC has not cured the default within thirty days (30) of mailing the written notice, then the Town may terminate this Agreement and take immediate possession of the leased premises. Exercise of its termination rights does not preclude the Town from pursuing any other right or remedy it may have under law or this agreement, including the right to contract with another non-profit or for-profit organization to lease or operate the premises or the right to an injunction.

- 26. Notice. Any default or other notice required or permitted by this agreement may be serve on either party by first-class mail at the respective addresses set forth at the beginning of this agreement. This notice procedure may also be used by either party to inform the other of a change of address.
- 27. Right of Entry. YNC shall permit the Town, its agents, or employees to enter the leased premises at all reasonable or necessary times to inspect the premises, to perform work thereon, or to conduct any other activity that is reasonably related to the Town's interest in the premises. When no emergency exists that requires immediate entry; the Town shall make a reasonable effort to provide YNC with oral or written notice at least 24 hours before entry.
- 28. Warranty of Condition/Independent Investigation. The Town makes no express or implied warranty or representation concerning the existing condition of the leased premises. YNC had made an independent investigation of the leased premises and agrees to accept the premises "AS IS."
- 29. Venue and Attorney's Fees. Venue for any litigation between parties shall be proper only in Gallatin County, Montana. In the event of litigation between the Town and YNC, the prevailing party shall be entitled to all its reasonable costs and attorney's fees incurred during the litigation, both in the trial court and on appeal.
- 30. Governing Law. This Lease Agreement shall be governed by Montana Law.

31. Entire Agreement. This Lease Agreement is the entire agreement between the parties and shall supersede all prior oral or written agreement or understandings. If the parties mutually desire to amend or modify this agreement, then such amendment or modification must be in writing and be signed by any appropriate representative of each party.

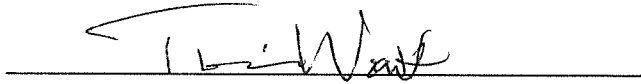
DATED the day and year first above written.

Yellowstone Nature Connection



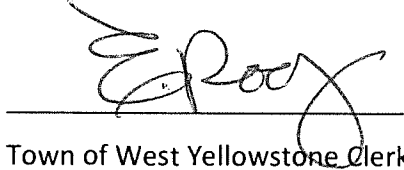
SIGNED By: Jim Kitchen, President of YNC

Town of West Yellowstone



SIGNED By: Travis Watt, Mayor

ATTEST:



Town of West Yellowstone Clerk

STATE OF MONTANA)

:SS

County of Gallatin)

This instrument was acknowledged before me this 6 day of September, 2022 by Travis Watt, as Mayor of the Town of West Yellowstone.

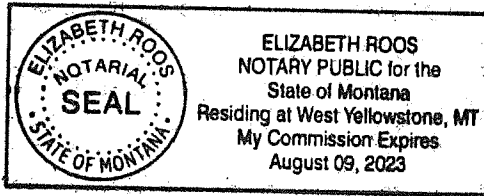
E. Roos

NOTARY PUBLIC for the State of Montana

Residing at: West Yellowstone

My commission expires: Aug. 9, 2023

(SEAL)



STATE OF MONTANA)

:SS

County of Gallatin)

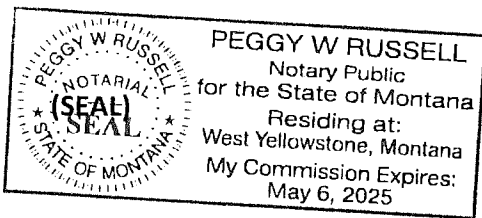
This instrument was acknowledged before me this 15 day of September, 2022 by Jim Kitchen, as President of the Yellowstone Nature Connection.

Peggy W. Russell

NOTARY PUBLIC for the State of Montana

Residing at: West Yellowstone

My commission expires: May 6, 2025



Town of West Yellowstone

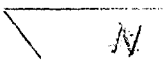
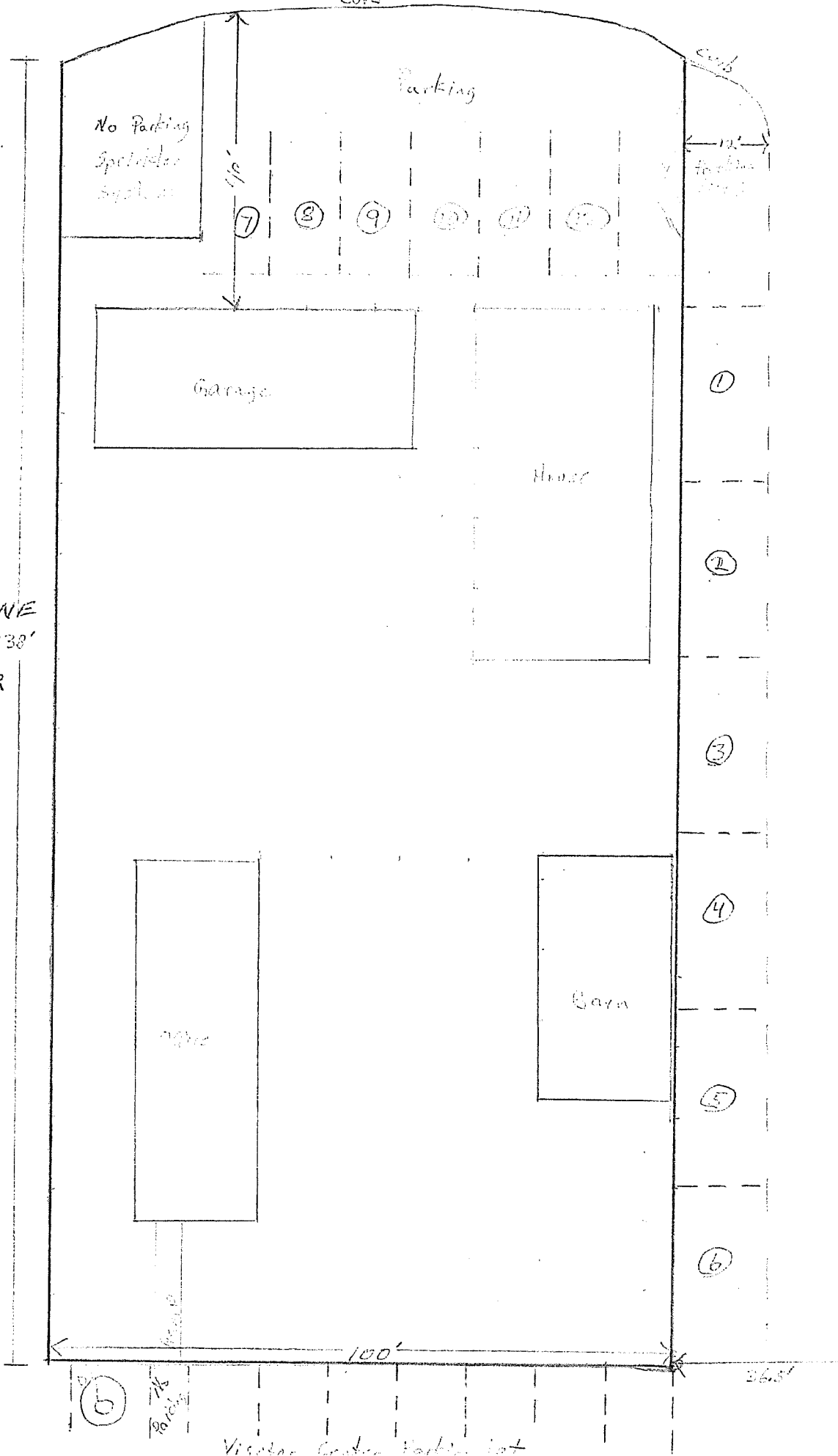
YNC Lease

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Exhibit A

Boundary Street
Curb



WEST YELLOWSTONE
Outdoor Education CENTER 138'

PARKING PLAN

LEGEND

① PARKING SPACES

□ LEASE AREA

Approximate Scale
1 inch = 20'

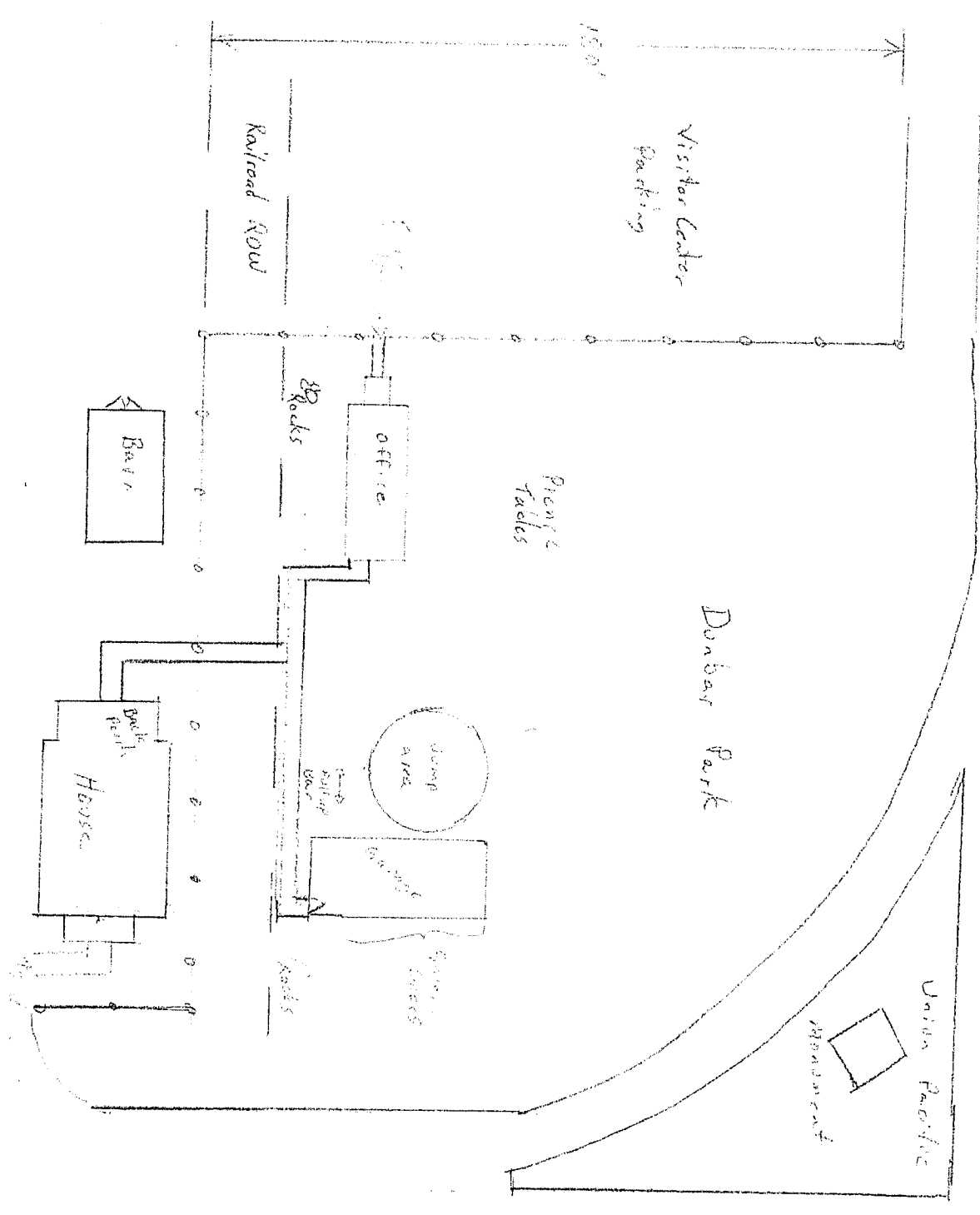
⑥

1/8
Parking

100'

265'

Vigors Center Parking Lot



Visitor Center
Parking

Railroad Row

89 Rocks

Office

Bar

People
Tables

Doubar Park

Dump
Area

Garage

Greenhouse

Greenhouses

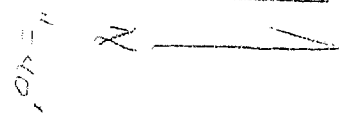
Rocks

House

Back porch

Front porch

Union Pacific
Monument



IMAX Parking

EXPOSITION LICENSE & SPECIAL EVENT PERMIT APPLICATION

Town of West Yellowstone, Montana



Event: Wild West Winter Block Party
 Sponsor Organization: WW Entertainment LLC
 Sponsor Address: PO Box 931, West Yellowstone, MT 59758
 Contact Person: Carrie Coan
 Contact Phone: 406-646-1152 Fax: _____
 E-mail Address: _____
 Date(s) of Event: 03/07/25-03/08/2025
 Location of Event: Madison Ave between Boundary St and Canyon St

- 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	pd 11/13/24 CMC#temp Carrie Coan	_____
Resort Tax Bond:	\$		Signature of Applicant
Vendor(s) Fee:	\$		11/13/2024
Total Due:	\$		Date

Date Received by the Town: 11-13-24 ER

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 Wild West Winter Block Party, scheduled for March 7-8, 2025, aims to bring up to 2,000 general admission attendees and 250 VIP guests each night to enjoy rock infused country music in a festive, outdoor atmosphere. Expected sales will include food and beverages by Wild West Pizzeria, Wild West Express, Buffalo Bar, and Mountain Mama's, along with merchandise from Westpark Outdoors.

The event will take place outdoors on Madison Avenue between Boundary and Canyon.

Gates will tentatively open at 4pm for VIP ticket holders and 5pm for general admission. Live music is anticipated from about 6pm-10pm. The concert will end by 10pm both nights. VIP benefits include but not limited to: exclusive access to Wild West Pizzeria during the event (indoor bathrooms, private bar, informal meet & greet with musicians, etc).

Ticket holders will receive a confirmation email with exclusive discount codes on West Yellowstone lodging and adventures, enticing folks to stay, play and eat in West. Lineup announcement and ticket sales is planned for late November-early December.

Event Logistics:

- **Type of Sales:**
 - WW Entertainment LLC: Online concert ticket sales
 - Westpark Outdoors: Onsite merchandise sales (hats, gloves, jackets, handwarmers, etc)
 - The Buffalo Bar: Onsite beverage sales (including alcohol)
 - Mountain Mama's: Onsite food and beverage sales
 - Wild West Express: Onsite food and beverage sales
 - Wild West Pizzeria: Onsite food and beverage sales (including alcohol)
- **Fencing:** Fencing will be used to delineate the ticketed area with a security presence. Re-entry is not permitted.
- **Cars:** Will not be permitted in the event area.
- **Parking:** Our ticket confirmation email will include parking recommendations encouraging folks to walk from their lodging, park at the chamber or street parking.
- **Security:** Local law enforcement will be present as shifts allow (see special accommodation request) additional security with metal detectors and an on-site team will be hired.
- **Toilets:** Portable toilets are rented through Spiffy Biffy, with provisions for additional units if needed. The quantity will be determined by Spiffy Biffy's recommended standards for the crowd size.
- **Seating:** Limited seating in a designated family area; otherwise, the event will be standing room only.

- **Town Stage:** Tri-State will plow down to the road and prepare the area, including clearing snow from the stage if necessary. Stage will be placed towards the east end of Madison Ave, adjacent to Wild West. The Buffalo Bar will transport the stage via the approved route.
- **Trash Collection & Disposal:** Wild West Pizzeria will supply trash bins and manage disposal; volunteers will maintain cleanliness.
- **Expected Number of Participants:** Up to 2,250 each night. Up to 250 of that will be VIP ticket holders which will be the only folks allowed in Wild West Pizzeria during the concert.
- **Signage:** Wayfinding signage will be placed around town and the event.
- **Alcohol Use:** Requested the open container ordinance be lifted on Madison Ave between Boundary Ave and Canyon St from 4 pm to 10:00 pm on 3/7 and 3/8.
- **Amplified Sound:** An outside amplification permit has been submitted for these dates and times.
- **Emergency Evacuation Plan:** in progress.
- **Adjacent Businesses:** We are working with adjacent businesses/property owners to resolve any concerns they might have.

Special Accommodation Requests:

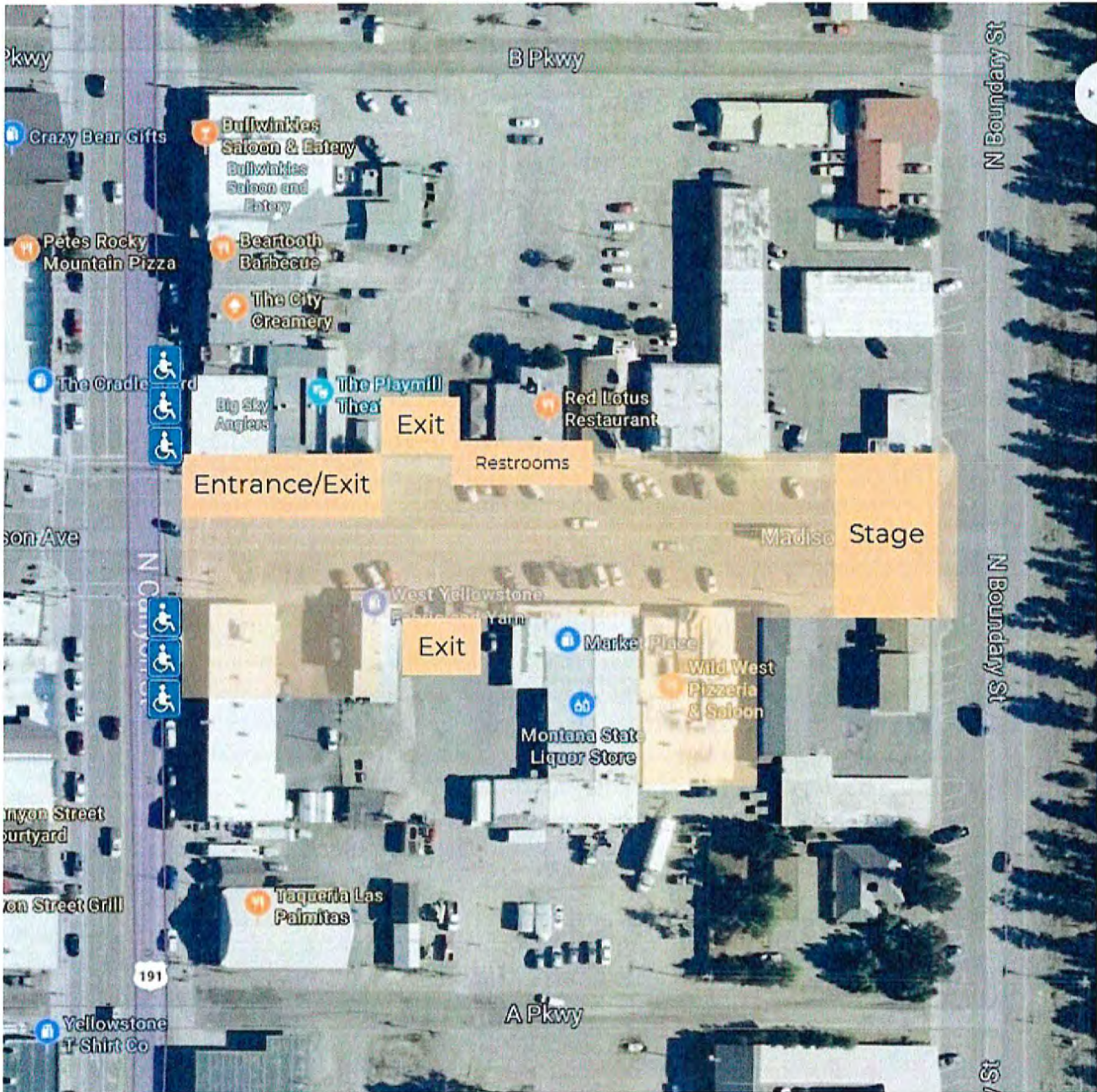
- **Confirm the route that Tri-State could plow** (down to the road) that would be acceptable to the TOWY, snowmobiles and skiers (see map attached). We have consulted with representatives from the ski and snowmobile communities to determine this proposed plow route.
- **3-4 WYPD Officers on the premises** – Stronger police presence at our event, as staffing/calls allow. If possible, park law enforcement vehicles nearby. We will pay for the additional West Yellowstone Police Officers. We are also requesting representatives from Gallatin County Sherriff and Montana Highway Patrol.
- **Waive resort tax bond** as all other planned vendors already have TOWY business license and would pay the appropriate resort tax with their regular monthly payments. WW Entertainment LLC does not currently have a TOWY Business license but hope you will still consider waiving the bond due to the owner's acceptable payment history with his other businesses in town. If we adjust that plan to involve outside vendors, we will promptly pay the resort tax bond and provide vendor details to TOWY staff.
- **Allow the use of the TOWY portable stage.** We will have certified technicians handle set up and tear down of the stage and the stage will be covered under our insurance policy.

Other Applications submitted to TOWY:

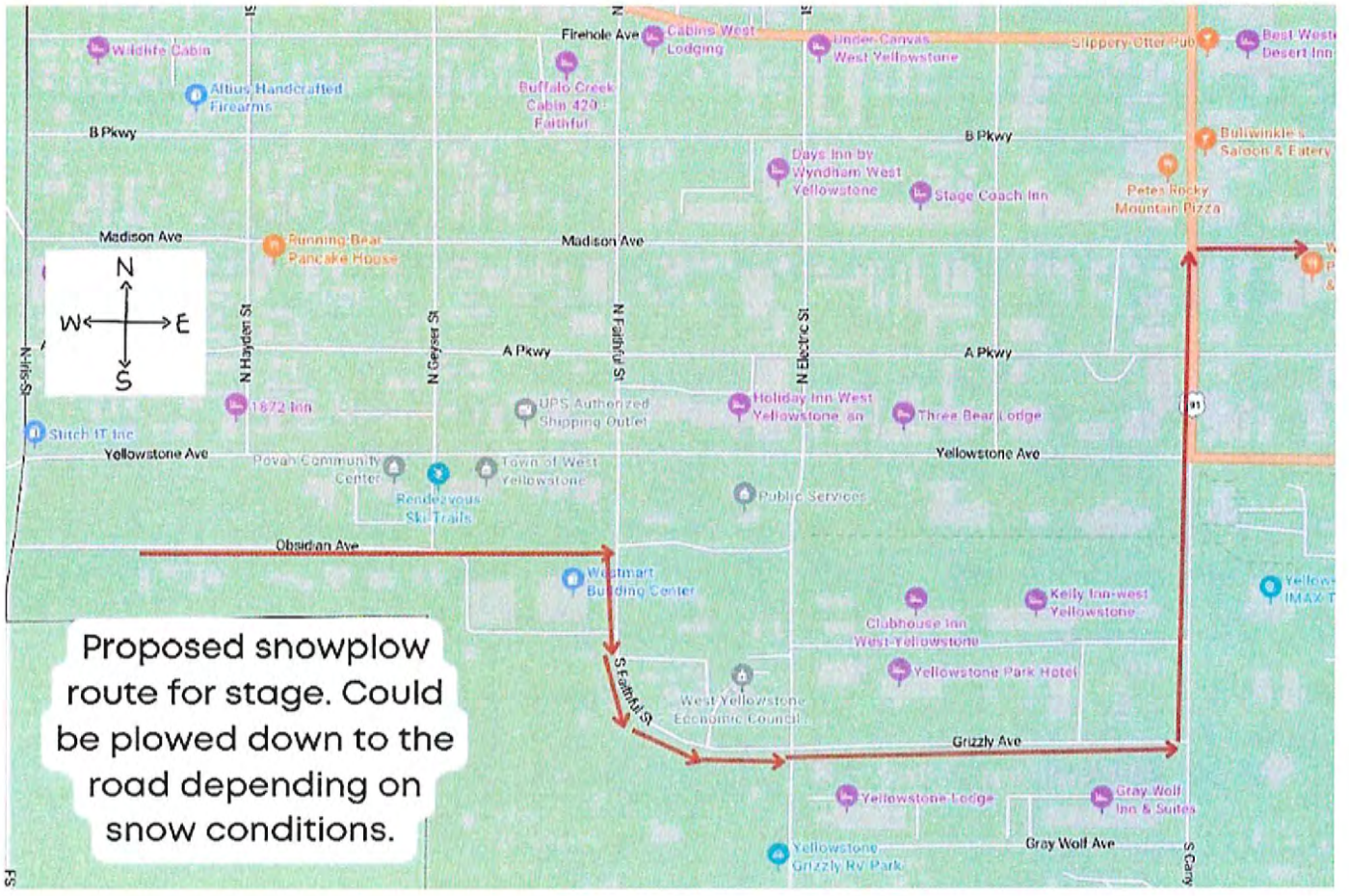
- **Open Container Ordinance:** Lift the open container ordinance from 4pm-10pm on 3/7/25 and 3/8/25 on Madison Ave from Boundary to Canyon.
- **Encroachment:**
 - Place "No Parking" signs on Madison Ave (from Boundary to Canyon) from 3/6 to 3/9 to ensure traffic flow and safe pedestrian areas.
 - Place temporary 6 handicapped parking signs on the east side of Canyon, at the Canyon & Madison intersection (3 on the northeast side and 3 on the southeast side)
- **Outside Amplification:** 3/7/25 and 3/8/25 4pm-10:30pm

SITE PLAN

Event: Wild West Winter Block Party



VENDING AND SALES



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

Event: Wild West Winter Block Party

Date(s) 03/07/25 & 03/08/25

Attach additional sheets as necessary.

Primary Sponsor: WW Entertainment LLC

Contact Person: Aaron Hecht/Carrie Coan

Address: _____

Phone: _____

Type of sales: Online Concert Tickets

Resort Tax applicable: YES NO

Vendor Name: Wild West Pizzeria

Contact Person: Aaron Hecht

Address: _____

Phone: _____

Type of sales: Food & Beverage (including alcohol)

Resort Tax applicable: YES NO

Vendor Name: Buffalo Bar

Contact Person: Brad Delaney

Address: _____

Phone: _____

Type of sales: Food & Beverage (including alcohol)

Resort Tax applicable: YES NO

Vendor Name: Mountain Mama's

Contact Person: Kim Howell

Address: _____

Phone: _____

Type of sales: Food & Beverage

Resort Tax applicable: YES NO

Vendor Name: Westpark Outdoors

Contact Person: April Johnson

Address: _____

Phone: _____

Type of sales: Merchandise- Clothing & Handwarmers

Resort Tax applicable: YES NO

Vendor Name: Wild West Express

Contact Person: Misty Hecht

Address: _____

Phone: _____

Type of sales: Food & Beverage

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	_X_ Yes	_____ No	_____ NA
Encroachment Application	_X_ Yes	_____ No	_____ NA
Open Container Resolution	_____ Yes	_____ No	_____ NA
Resort Tax Bond	_____ Paid	_____ Surety	_____ NA

- Liability Insurance will be provided in December 2024.



Outside Amplification Permit Application Town of West Yellowstone

Event: Wild West Winter Block Party

Contact Person: Carrie Coan

Mailing Address: PO Box 255 West Yellowstone, MT 59758

Email Address: _____

Phone Number: _____

Signature of Property Owner of Record: _____

Date(s) of Event: 03/07/25-03/08/2025

Location: Madison Ave between Boundary and Canyon Ave

Amplification between the hours of: 4pm and 10:30pm

Description of Event: 2 day outdoor rock-infused county concert. Concert ends at approximately 10pm both nights.

Carrie Coan

Signature of Applicant

11/13/2024

Date

FOR OFFICE USE ONLY

Decision by Town Council:

Approved

Disapproved

Conditions: _____

Signature of Mayor/Town Manager: _____

Date

APPLICATION TO MAINTAIN AN ENCROACHMENT

Town of West Yellowstone
Gallatin County, Montana

DATE: 11/07/2024

APPLICANT: WW Entertainment LLC- Wild West Winter Block Party

ADDRESS: PO Box 931, West Yellowstone, MT 59758

PHONE: _____

INTEREST IN PROPERTY: Community Event, Temporary Street Closure.

OWNER OF RECORD'S SIGNATURE: _____

1. LEGAL DESCRIPTION:

Subdivision: Madison Ave between Boundary & Canyon

Block: _____ Lot: _____

Zoning District Number: _____

2. Please describe specifically the construction and size of the proposed encroachment. On the reverse of this application, please provide a sketch of the proposed encroachment.

We are requesting a temporary no parking zone and road closure preceeding, during and after our two day event.

No Parking signage: Starting at 11am on Thursday, March 6th to 2pm on Sunday March 9th.

Road Closure: Starting at 9am Friday, March 7th to 2pm on Sunday, March 9th.

Handicap parking: Starting at 9am Friday, March 7th to 10pm on Saturday, March 8th.

Carrie Coan

Signature of Applicant

11/07/2024

DATE

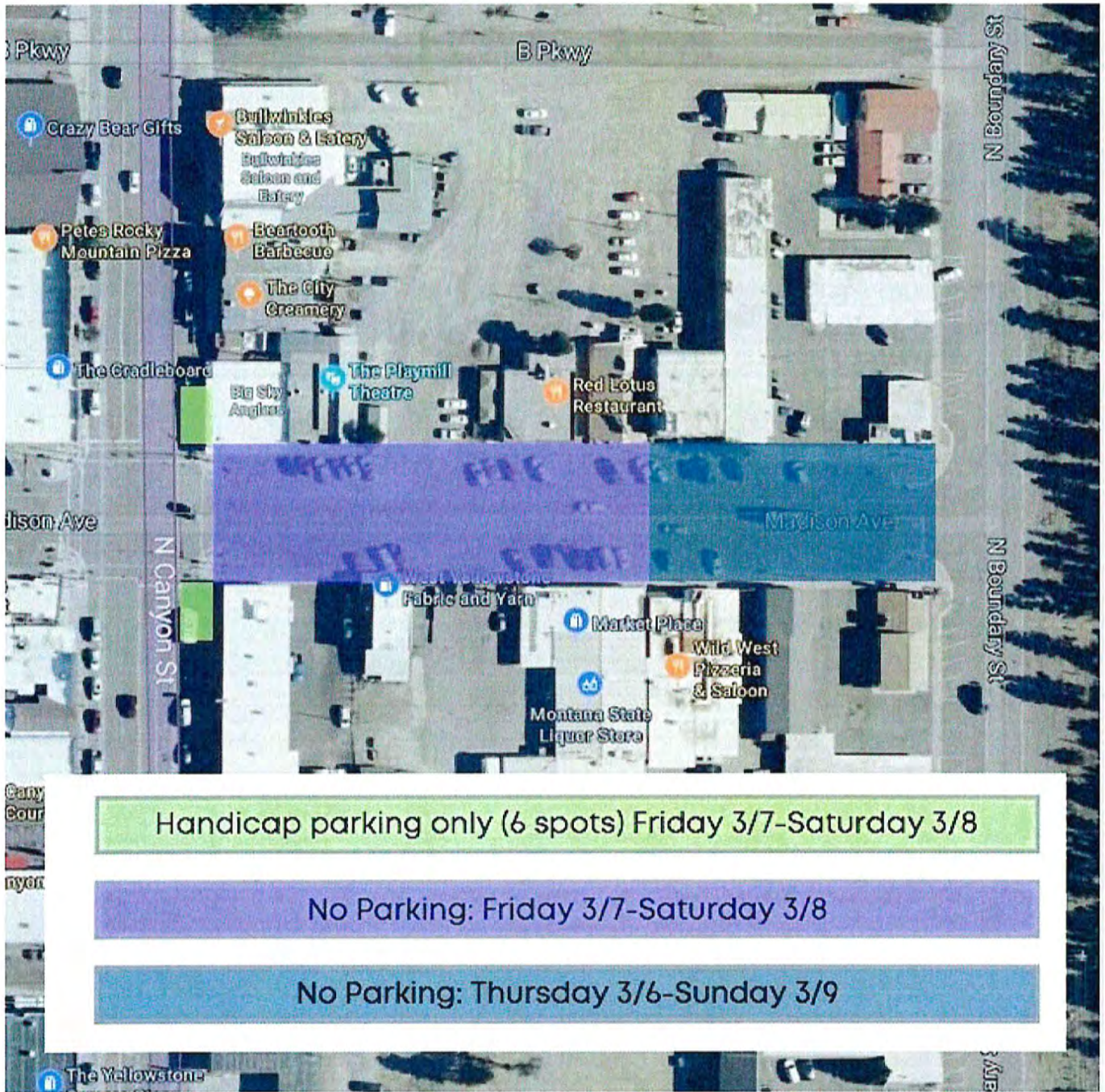
For Office Use Only:

DECISION BY TOWN COUNCIL

Approved Disapproved

Mayor/Operations Manager

DATE



Handicap parking only (6 spots) Friday 3/7-Saturday 3/8

No Parking: Friday 3/7-Saturday 3/8

No Parking: Thursday 3/6-Sunday 3/9

Resolution No. 810

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WEST YELLOWSTONE, MONTANA TO EXEMPT MADISON AVENUE FROM SECTION 9.12.020 OF THE WEST YELLOWSTONE MUNICIPAL CODE, PUBLIC DRINKING PROHIBITED, MARCH 7-8, 2025 DURING THE WILD WEST WINTER BLOCK PARTY

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 Wild West Winter Block Party is a special event that will be held on Madison Avenue in the Town of West Yellowstone; and

WHEREAS, the Buffalo Bar and Wild West Pizzeria, both locally licensed businesses, desire to sell and allow the consumption of alcoholic beverages on Madison Avenue between Boundary Street and Canyon Street on March 7-8, 2025 between the hours of 4 PM and 10 PM each day; 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 Buffalo Bar and Wild West Pizzeria, both locally licensed businesses, to sell and allow the consumption of alcoholic beverages on Madison Avenue between Boundary Street and Canyon Street on March 7-8, 2025 between the hours of 4 PM and 10 PM each day.

PASSED AND ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF WEST YELLOWSTONE THIS 19th DAY OF NOVEMBER 2024.

Mayor

Council Member

Council Member

Council Member

Council Member

ATTEST:

Town Clerk

