

Town of West Yellowstone

Tuesday, December 3, 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
- Council Comments

Treasurer's & Securities Reports

Purchase Orders #7050 to Tri-State Excavating, road base for alleys, \$6080.55

Claims

Business License Applications:

Consent Agenda

Minutes: **November 19, 2024 Town Council Meeting**

Town Manager & Staff Reports

Advisory Board Reports

Police Oath of Office – Chief of Police Chris Wigner

NEW BUSINESS

Application to Maintain an Encroachment, Food Roundup transformer, Block 16	Discussion/Action
Cemetery Board of Trustees Appointment, Dusty Dunbar	Discussion/Action
Christmas Stroll Event Permit, December 20, 2024	Discussion/Action
Yellowstone Nature Connection, Inc. Lease Agreement Addendum	Discussion/Action
Snow Removal Assistance Agreement, Tri-State Excavating	Discussion/Action
West Yellowstone Connector Trail Reimbursement Agreement	Discussion/Action
Local Government Review Study Commission, Ex-Officio and Admin Representative	Discussion/Action
Correspondence/FYI/Meeting Reminder	



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

Public Hearing/Public Meeting

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

Oral Communication

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

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

General Town Council Meeting Information

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



P.O. BOX 1570

TOWN OF WEST YELLOWSTONE MONTANA

PHONE: 406-646-7795

FAX: 406-646-7511

info@townofwestyellowstone.com

PURCHASE ORDER

Date 11-26-24

Ship Via

Order No. **7050**

Department Public Works

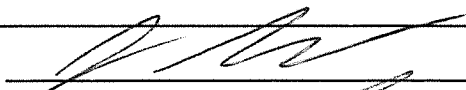
TO: TRI - State Excavating

ADDRESS:

PLEASE FURNISH THE TOWN OF WEST YELLOWSTONE WITH:

Quantity	Description
125405	Roadbase for Alley 3 inner parks

Estimated Cost \$ 6,080.⁵⁵

Requested By: 

Accounting Code 1000-430200-357

Authorized By: 

VENDOR COPY - White OFFICE COPY - Canary

Approved By: _____



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

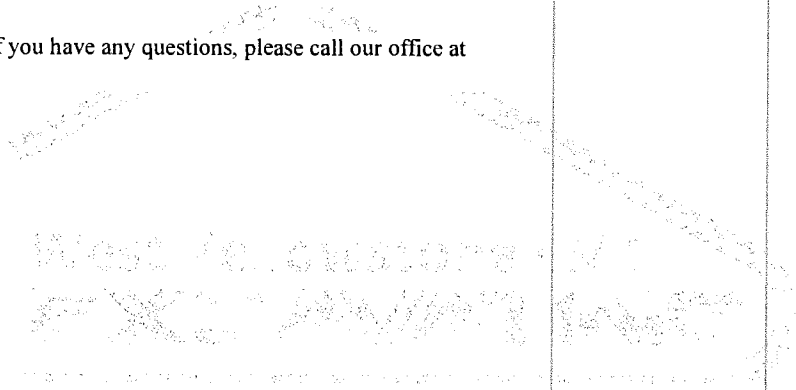
Invoice

Date	Invoice #
11/7/2024	16309

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

Terms
Net 30

Qty	Description	Rate	Amount
	Invoice for materials delivered		
73.33	Yards of 3/4" Road Base. Price includes trucking and delivery. 9/30/2024	30.25	2,218.23
84.8	Yards of 1-1.5" Road Base. Price includes trucking and delivery. 10/01/2024	30.25	2,565.20
42.88	Yards of 3/4" Road Base. Price includes trucking and delivery. 10/24/2024	30.25	1,297.12
<p>Thank you for your business. If you have any questions, please call our office at 406-640-0216.</p>			



If you choose to pay with credit card, a 3% processing fee will be added to the total.	Total	\$6,080.55
<i>All invoices are due and payable upon receipt. Statements will be issued on past due accounts only. Past due accounts will be subject to a re-billing fee and finance charges will be added to all past due balances.</i>	Payments/Credits	\$0.00
	Balance Due	\$6,080.55

Phone #	E-mail
406-640-0216	chris.kachur@gmail.com

11/27/24
13:54:06

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

Page: 1 of 3
Report ID: AP100

FSB - Operating account
* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
51892		3242 Fisher's Technology	19.59					
	1419212	11/25/24 copy fee	19.59		FINADM	1000 410510	356	101000
51897		2558 Hebgen Basin Fire District	56,686.67					
	12/01/24	December 2024	49,018.40		FIRE	1000 420400	357	101000
	12/01/24	December 2024	7,668.27		FIRE	1000 420400	140	101000
51903		3400 Julie Brown	1,580.00					
	112624	11/26/24 Library	225.00		LIBRY	1000 411259	357	101000
	112624	11/26/24 Rendezvous Ski building	80.00		TRLHD	1000 411256	350	101000
	112624	11/26/24 Town Hall	825.00		TWNHLL	1000 411250	357	101000
	112624	11/26/24 Povah Building	450.00		POVAH	1000 411255	350	101000
	11/26/24	Public Works Shop	0.00		PARKS	1000 411253	357	101000
51912		42 Fall River Electric	8,374.49					
	11/20/24	PARK, old firehouse 2901001	276.04		PARK	1000 411253	341	101000
	11/20/24	povah comm ctr 4212001	291.33		POVAH	1000 411255	341	101000
	11/20/24	unmetered lights 4212004	1,451.25		STLITE	1000 430263	341	101000
	11/20/24	RR Well 4212005	134.84		WATER	5210 430500	341	101000
	11/20/24	IRIS LIFT STATION 4212006	378.13		SEWER	5310 430600	341	101000
	11/20/24	POLICE 4212008	330.74		POLICE	1000 411258	341	101000
	11/20/24	TOWN HALL 4212009	359.36		TWNHLA	1000 411250	341	101000
	11/20/24	ICE RINK 421010	80.87		PARKS	1000 411253	341	101000
	11/20/24	S Canyon XmasTreelite 4212011	0.00		STLITE	1000 430263	341	101000
	11/20/24	Sewer Plant 4212012	1,601.23		SEWER	5310 430600	341	101000
	11/20/24	South Iris Street Well 4212013	156.16		WATER	5210 430500	341	101000
	11/20/24	Hayden/DeLaceyPump 4212014	215.72		SEWER	5310 430600	341	101000
	11/20/24	Hayden/Grouse Well 4212015	39.00		WATER	5210 430500	341	101000
	11/20/24	911 Tower 4212016	145.12		911	2850 420750	341	101000
	11/20/24	MADADD H20 Tower 4212017	55.76		WATER	5210 430500	341	101000
	11/20/24	SHOP 4212018	189.07		STREET	1000 430200	341	101000
	11/20/24	UPDL 220 Yell Ave4212019	39.00		UPDL	1000 411252	341	101000
	11/20/24	ANIMAL 4212029	157.36		ANIML	1000 440600	341	101000
	11/20/24	CLORINATOR 4212030	76.99		WATER	5210 430500	341	101000
	11/20/24	Electric Well 4212031	62.70		WATER	5210 430500	341	101000
	11/20/24	PARK 4212032	203.52		PARKS	1000 411253	341	101000
	11/20/24	UPDL 4212041	753.18		UPDL	1000 411252	341	101000
	11/20/24	861PowerLinTREATSERV 4212046	1,214.82		SEWER	5310 430600	341	101000
	11/20/24	LIBRARY 23 dunraven 4212054	162.30		LIBR	1000 411259	341	101000

11/27/24
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TOWN OF WEST YELLOWSTONE
Claim Approval List
For the Accounting Period: 12/24

Page: 2 of 3
Report ID: AP100

FSB - Operating account
* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
51914		2813 Century Link	994.10					
	11/19/24	911 ALI/SR 255-9710	285.58		911	2850 420750	345	101000
	11/19/24	BSLANlog 255-9712/0133,5127	135.50		POLICE	2850 420750	345	101000
	11/19/24	BSLANlog 646-5170,5173,5179	167.60		POLICE	2850 420750	345	101000
	11/19/24	Alarm Lines 646-5185,7256	105.20		TWNHLL	1000 411250	345	101000
	11/19/24	Police - 646-7600	300.22		POLICE	2850 420750	345	101000
51916		709 TD&H Engineering	8,639.00					
	40705 11/25/24	Professional fee	8,639.00		PLNNG	1000 411000	357	101000
51918		1089 Gallatin County Treasurer	5.00					
	RRG16671 11/15/24	RRG16671 TV District	5.00*		POLICE	1000 420100	870	101000
51919		3315 IAS EnviroChem	1,450.00					
	2407010 11/22/24	Wastewater testing	1,450.00		SEWER	5310 430600	348	101000
51920		3500 SYSTEMS NORTHWEST, LLC	870.00					
	17754 11/21/24	Service on FireAlarmSystem	870.00		TWNHLL	1000 411250	357	101000
51921		3464 Griffin Plumbing and Heating LLC	585.00					
	395 11/24/24	WaterheaterfurnaceTwnHall	90.00		TWNHLL	1000 411250	357	101000
	370 11/24/24	ShowerRepairsinSocSer	495.00		TWNHLL	1000 411250	357	101000
51922		2455 Tri State Excavating, LLC	6,080.55					
	16309 11/07/24	RoadBaseAlley/inerparks9/30/24	2,218.23		STREET	1000 430200	357	101000
	16309 11/07/24	RoadBaseAlley/inerparks10/1/24	2,565.20		STREET	1000 430200	357	101000
	16309 11/07/24	RoadBaseAlley/inerpark10/24/24	1,297.12		STREET	1000 430200	357	101000
51923		2800 RDO Equipment Co.	4,868.99					
	7860216 11/20/24	Equipment repair parts	4,868.99		STREET	1000 430200	369	101000
51924		2537 Balco Uniform Co., Inc.	79.99					
	81886 11/27/24	Vector Art	79.99		POLICE	1000 420100	216	101000
		# of Claims 13	Total: 90,233.38					

11/27/24
13:54:06

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

Page: 3 of 3
Report ID: AP110

Fund/Account	Amount
1000 General Fund	
101000 CASH	83,814.01
2850 911 Emergency	
101000 CASH	1,034.02
5210 Water Operating Fund	
101000 CASH	525.45
5310 Sewer Operating Fund	
101000 CASH	4,859.90
Total:	90,233.38

Town of West Yellowstone
Town Council Meeting
November 19, 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, Town Attorney Jane Mersen is present virtually by Zoom

Bob Lindstrom, Brock Wilson, Garrett and Jan Ostler

The meeting is called to order by Mayor Travis Watt at 7:00 PM in the Town Hall, 440 Yellowstone Avenue, West Yellowstone, Montana.

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

Public Comment Period

Bob Lindstrom addresses the Town Council and reminds the Council that he came before the Council a year ago requesting support for safe wildlife crossings. He says that there continues to be wildlife conflicts on the highway. He estimates about 150 animals are killed between Ashton and Bozeman on the highway every year. He says that he has talked to representatives of the recreation industry and believes there is support to reduce the speed limit on the highway to 45 mph. Lindstrom requests support from the Town Council to reduce the speed limit to 45 mph, which will reduce wildlife collisions. He says that instead of requesting a \$25 million dollar project through the grant application cycle, support for reducing the speed limit. Mathews clarifies that Lindstrom is suggesting reducing the speed limit from the Idaho border to the Park line and Lindstrom agrees.

Carrie Coan speaks on behalf of the West Yellowstone and Gallatin County Housing Coalitions and invites the Council to attend a series of sessions at the West Yellowstone School to discuss housing issues. The first session will be January 14 to discuss manufactured housing. The second session will address community land trusts and the third will address funding for housing projects. She says more information will be distributed in the near future. She says they are really excited to get the community involved and informed in these housing strategies.

Garrett Ostler, community member and business owner, addresses the Council. He says that he does love and appreciate wildlife, but recommends improving signage to warn traffic about wildlife crossings. He thinks signage would be more effective than reducing the speed limit. He mentions signage in Wyoming that is a little silly but are effective because they catch the attention of drivers.

Council Comments

Brian Benike thanks Jon Simms and the Public Services Department for their efforts plowing snow this week. Mayor Watt reminds everyone that if they have ideas about signage or speed limits on the highway outside of Town, they should contact Montana Department of Transportation as the Town has no authority over such.

ACTION TAKEN

- 1) Motion carried to approve the claims, which total \$1,589,391.33. (McBirnie, Benike)
- 2) Motion carried to approve the new business license for Salinas Handy Hand, made by Oscar Salinas. (McBirnie, Benike)
- 3) Motion carried to approve the minutes of the November 5, 2024 Town Council meeting, amended to include the notation that Town Attorney Jane Mersen attended the meeting virtually. (McBirnie, Benike) Griffith is opposed, motion passes.
- 4) Motion carried to approve Change Order #2 for the Waste Water Treatment Plant to add windows to the project for \$31,653.00. (McBirnie, Benike)

- 5) Motion carried to approve the Sampling, Analysis and Reporting Operation Manual for the Waste Water Treatment Plant project with Forsgren Associates, Inc. subject to the condition staff and Forsgren Associates come to an agreement on Exhibit B and the project not to exceed \$10,000. (McBirnle, Benike)
- 6) Motion carried to approve the Outside Amplification Permit, Encroachment Permit, and Resolution No. 810 in reference to the Wild West Winter Block Party event, March 7-8, 2025. (McBirnle, Benike)

DISCUSSION

- 4) Brown says this change order will make a significant improvement. Mathews points out a mathematical error of \$600 for the cost of materials quote but is not sure it affects the total. Thompson will notify RSCI. He also asks if these windows affect the operation of the plant. Brown responds that the light that will come in through the windows will affect the microbiology of the effluent and improve efficiency.
- 5) Deputy Superintendent Jon Brown explains that Montana DEQ is requiring the creation of a Sampling, Analysis and Reporting Operation Manual for the Waste Water Treatment Plant. Brown says that he discussed it with Kyle Scarr of Thomas Dean & Hoskins, but it was determined that Forsgren Associates, Inc. would have the most information to create the manual. Brown says that it took several months to determine what DEQ specifically needed but Forsgren is prepared to complete the project by the deadline of December 28, 2024. Mathews expresses concerns about additional costs for the plant, especially considering that RSCI just built a similar plant to the north. Brown says that DEQ did not notify them of this requirement until this summer. Town Attorney Jane Mersen comments that she requested some changes to Exhibit B and recommends that they approve it on the condition that the staff and legal counsel agree with Forsgren Associates, Inc. regarding Exhibit B. Griffith asks Mersen to summarize her recommended changes to Exhibit B and Mersen briefly describes the sections.
- 6) Griffith inquires that the event organizers are asking for additional police officers. Walker explains that the event organizers are willing to pay for the overtime expenses to have additional officers on shift that night. McBirnle asks about the other business owners on that street, since they are proposing to close the street down during the event. Carrie Coan responds that they have worked it out with all the affected business owners. They are going to meet with Troy White again in December regarding access to the Market Place grocery store during the event, but anticipate working that out, too.
- A) **Town Manager & Staff Reports:** Town Manager Dan Walker calls attention to the new lights in front of the Town Hall, which have made a nice improvement to safety and visibility. He also notes that the claims list includes the final payment on the Town Hall building, the Town built the building in 2013. Walker announces that the Town received a Montana Emergency Tourism Assistance Program grant through Senate Bill 540 for \$66,756 for expenses allocated for emergency services in tourist impacted areas. The funding for the program comes out of the state collected bed tax and the grant will be used to purchase a police vehicle. He reports that they are in the process of hiring a post certified officer and making a final offer to a dispatch candidate. Chief Wigner is expected to start work on December 2, 2024. He echoes the comments made earlier by Carrie Coan regarding housing. The Town Holiday Party is scheduled for December 13, 2024 at the Old Town Café. He also reports that the Hebgen Lake Ice Fishing Tournament is scheduled for January 11, 2025. Jon Brown, Deputy Superintendent, reports on the progress at the wastewater treatment plant. He says the final concrete pour will be next week and the concrete is being hauled from Rexburg. He says they have poured over 4000 yards of concrete since July.

The meeting is adjourned at 8:00 PM. (McBirnle, Benike)

Mayor

ATTEST:

Town Clerk

DRAFT

Public Services Dept. Bi-Weekly Report: Nov 15th through Nov 26th, 2024

Work Performed

- Interment: Linda Seely, prep for service on 11/30.
- Snow removal, sanding intersections.
- Spray down dump bodies with snow releasing agent.
- Help property owners with any potential freezing issues going into the winter.
- Work with property owners on water meter repairs and replacements.
- Tree trimming, sightline hazards, cleanup deadfall in town: ongoing.
- Bypass pumping of IP cells at lagoon. Service repairs on blowers at WW Plant.
- 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.
- Fill in low spots within inner parks/ snow storage areas with new road base.
- Move jack fences and make repairs.
- Winter signage repairs.
- Install new storage shelves at PW shop and install eye wash station.
- Vehicle and equipment repairs: ongoing. Serviced 22 Sienna, Zamboni conveyor chain and fitting repairs. Vibration and grid heater issues on FL 112. Blown hydraulic lines on grader, hubs on trailers, weld brackets to reinforce trash trailer doors, plow controls replaced that were not making contact, blades and shoes needing changed, v-body clutch, cylinders looked over and hardware re-tightened.
- I've had Broadwater Equipment Services take samples of all fluids on our Freightliners. This can help forecast any unforeseen equipment failures down the road.
- Get mezzanine organized and get return credits on retired fleet inventory/ stock through Napa, and Tractor & Equipment.
- Signage trailer and PW storage yard cleaned up and organized.
- Issues with double doorways at Town Hall, getting hinge plates replaced, HVAC at Town Hall and Povah, Plumbing issues at Town Hall, replace shower head. Install new thermocouple on water tank at Town Hall. Get ice machine fixed, replace water filters. Toilet fixed at Town Park. Fix podium at Town Hall. Hang pictures at Town Hall.
- New WW treatment plant continues forward. The construction season is ending. The last interior wall pour was on 11/22. Winter shutdown will take place effective 11/28.
- 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.
- 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.
- Discharge Monitoring Wells Report, Water and WW sampling. Adjust injection wells, perform leak tests on areas of the distribution system.
- Fix damaged castings and signage: ongoing
- Replace heater element in irrigation building.
- Replace cracked manhole lids, swap mislabeled manhole tops.
- Onboard new equipment operator: Mark Byerhof on 11/25.

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 Police Chief Office remodel, Well number 3 upgrades. Great White Construction regarding raven issues on ridge of Museum Roof.
- Fill in for staff/ operate equipment/ wrench on equipment.
- Manage current public works staff and continue building morale for employees: ongoing.
- Onboard new equipment operator: Mark Byerhof.
- Met with residents and business owners regarding complaints: Ongoing. Snow Wars.
- Meetings: TD&H, RSCI/ Forsgren, Fall River, Systems Northwest, Kennedy Hydrants, Great White Construction Department Heads, T&E, Historic Center, WY Log chinking, Bridger Built, Tri-State, Freightliner, Broadwater Equipment Services, R&R Lock, Dijulio Displays, RDO, John Deere, Code Enforcement, Electricians, Plumbers, HVAC, and GC's, EAW meeting, Public Works Crew to address ongoing 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.
- Put together job description for Water/ Wastewater Operator since we do not have a description yet for the staffing plan. Sent over to Dan and Liz for review.
- Continue to seek bids for future CIP's, get the ball rolling years in advance.
- Working through sidewalk inventory and identifying ADA compliance hazards.
- Submit departmental report to the Town Manager.
- Code bills and submit check request: ongoing.
- Put together next month's "On-Call" schedule for the crew per new CBA.
- Seek additional training opportunities for the crew.
- Evaluate building and infrastructure issues, coordinate repairs as needed.



NOVEMBER 29, 2024

TO: Town Manager Dan Walker, Town Council

FROM: Liz Roos, Town Clerk

SUBJECT: Town Clerk Report

- Study Commission canvass was released Monday, November 18. The study commissioners are Tut Fuentevilla, Casey McCray, Brock Wilson. I am working with them to administer their oaths of office, attend the training that will be provided by the MSU Local Government Center on December 12, and schedule the first meeting of the commission.
- Processed payroll for 11/29/24, this was a third payroll for the month and did not include any insurance deductions.
- New employee orientations: Mark Buyerhof has been hired as an Equipment Operator, Jessica Cothren has been hired as a dispatcher.
- Working with Bridget LeFeber on responses to the West Development lawsuit.
- Preparing for Christmas 🎄 activities during December, completed turkey bingo. 🦃
- I am working with Agata to update all of our forms this winter (business licenses, event applications, conditional use, variance, etc.) so they can be completed online and submitted by email.
- Prepared and distributed the Town Council Agenda & Packet for December 3, 2024.



TOWN OF WEST YELLOWSTONE

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

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

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

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

Mayor Travis Watt
Town of West Yellowstone

Date

Christopher Wigner
Police Officer

Date





Town Council Agenda Item Summary Report

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

Item Summary

Staff Recommendation

Suggested Motion

APPLICATION TO MAINTAIN AN ENCROACHMENT

Town of West Yellowstone
Gallatin County, Montana

DATE: 11/4/24

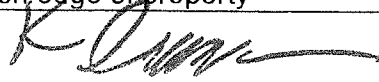
APPLICANT: Fall River Electric

ADDRESS: 107 Donavan st

PHONE: 406-646-7561

INTEREST IN PROPERTY: Set Transformer on edge of property

OWNER OF RECORD'S SIGNATURE: _____



1. LEGAL DESCRIPTION:

Subdivision: City of West Yellowstone

Block: T13S R5E SEC. 34 Block 16 Lot: _____

Zoning District Number: B3

2. Please describe specifically the construction and size of the proposed encroachment. On the reverse of this application, please provide a sketch of the proposed encroachment. We need to set a pad mount Transformer for Food Round up Service to get them more power.

E. Jahnke Salvi
Signature of Applicant

11-4-24
DATE

For Office Use Only:
DECISION BY TOWN COUNCIL

Approved Disapproved

Mayor/Operations Manager

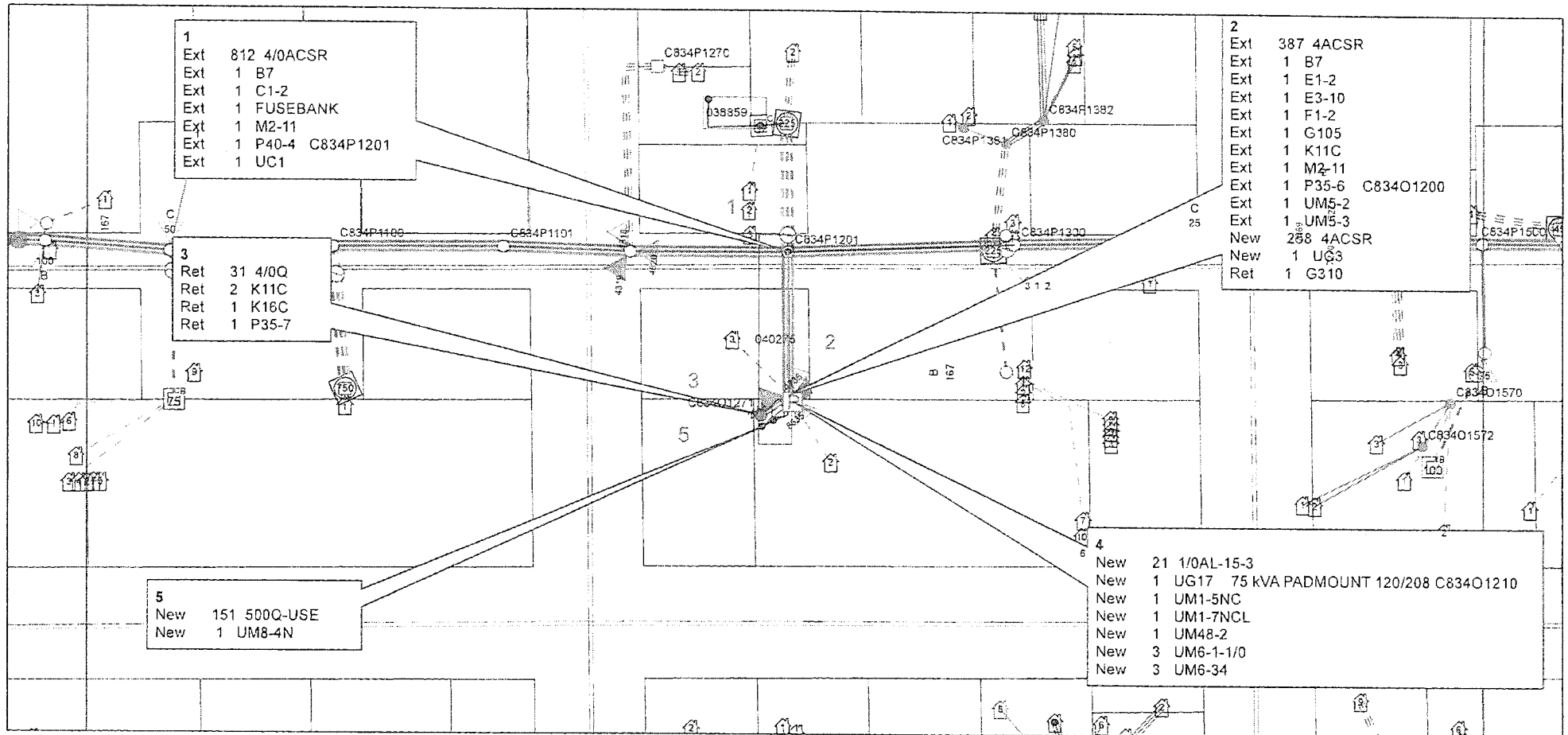
DATE



RURAL ELECTRIC COOPERATIVE

Your Touchstone Energy® Cooperative

WO #: 040275
Name: FOOD ROUND UP INC
Phone: 4066467501
Address: DUNRAVEN ST 107



Cemetery Board of Trustees

Rocky Hermanson
324B Nez Perce Ave
P.O. Box 1092
West Yellowstone, MT 59758
(406) 640-1089 (cell)
(406) 646-7575 (work)
rocky@yellowstonerealty.com

Appointed 6/12/2012
7/15/2014
8/7/2018
6/22/2021
6/4/2024

Jerry Johnson
712 Hayden Street
PO Box 405
West Yellowstone, MT 59758
(406) 640-7000
westmayor@aol.com

Appointed 6/4/2024

Brad Schmier
648 Grouse Court
P.O. Box 1029
West Yellowstone, MT 59758
(406) 646-7735 (work)
(406) 640-1241 (cell)
bschmier@outlook.com

Appointed 7/6/2021
6/4/2024

~~Kristine Wilkinson~~
~~PO Box 1292~~
~~West Yellowstone, MT 59758~~
~~(503) 329-8414~~
~~kriswilkinson@mac.com~~

Appointed 6/6/2023

Travis Watt, Mayor
PO Box 1545
West Yellowstone, MT 59758
(406) 640-0395
twatt@townofwestyellowstone.com

Concurrent with term

5 member board

2 year terms

Updated 6/5/24 - er

received 11/18/24



APPLICATION FOR BOARDS AND COMMITTEES

Name DUSTY DUNBAR, AICP Date _____

Address P.O. Box 368 (May-Oct + occasional winter) 1123-18 Road

City West Yellowstone State _____ Zip Fruita CO 81521

Phone (Home): _____ (Work): _____ (Cell/Other): 970 623 6686

E-Mail Address: eddunbar@centurylink.net

Are you a resident of West Yellowstone? _____ Length of residency in West Yellowstone: 1961-74, 1983-90 and parttime 1991-present

Board or Committee you are applying for: CEMETERY BOARD

Occupation: LAND USE PLANNER/FEMA RESERVIST

Employer: SELF and FEDERAL EMERGENCY MGMT AGENCY

Have you previously served on a County or City board? COLORADO RIVERFRONT (GRAND JUNCTION, CO)

If so, which board, and for how long? WESTERN CO. INTERPRETIVE ASSN

Past Memberships and Associations: AMERICAN INST. OF CERTIFIED PLANNERS (APA)

PLANNING ASSN, MONTANA STATE UNIVERSITY ALUMNI FOUNDATION (LIFE)

Current Memberships and Associations: YELLOWSTONE HISTORIC CENTER, AICP, APA, MSU

List any relevant qualifications and/or related experience? Attach any additional information or a resumé, if you prefer: As COMMUNITY DEVELOPMENT DIRECTOR OF THE TOWN OF NEW CASTLE, CO, I ADMINISTERED SPECIAL DISTRICTS, INCLUDING THE CEMETERY, ADJACENT DEVELOPMENT CHALLENGED ACCESS AND FUTURE EXPANSION, SO I REQUIRED THE DEVELOPER TO ACCOMMODATE THESE ISSUES.

What are your primary objectives for serving on this board? FIRE RIDGE CEMETERY MAY NEED TO BE EXPANDED AND SOME POLICIES APPLIED TO CONTINUE TO SERVE WEST YELLOWSTONE EFFECTIVELY. THE CEMETERY WAS ESTABLISHED SO THAT OUR LOCAL PEOPLE COULD HAVE A LOCAL CEMETERY AND NOT HAVE TO BE BURIED IN IDAHO OR OTHER PLACES IN MONTANA.

References (Individual or Organization):

JERRY JOHNSON Phone: 406.646-7746

JODY KLISKA, PE Phone: 970.314.5051

Phone: _____

Signature: Dusty Dunbar Date: 10/1/2024

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

EXPOSITION LICENSE & SPECIAL EVENT PERMIT APPLICATION

Town of West Yellowstone, Montana



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

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

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

Katrina Wiese
Signature of Applicant

Date

Date Received by the Town: _____

FOR OFFICE USE ONLY

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

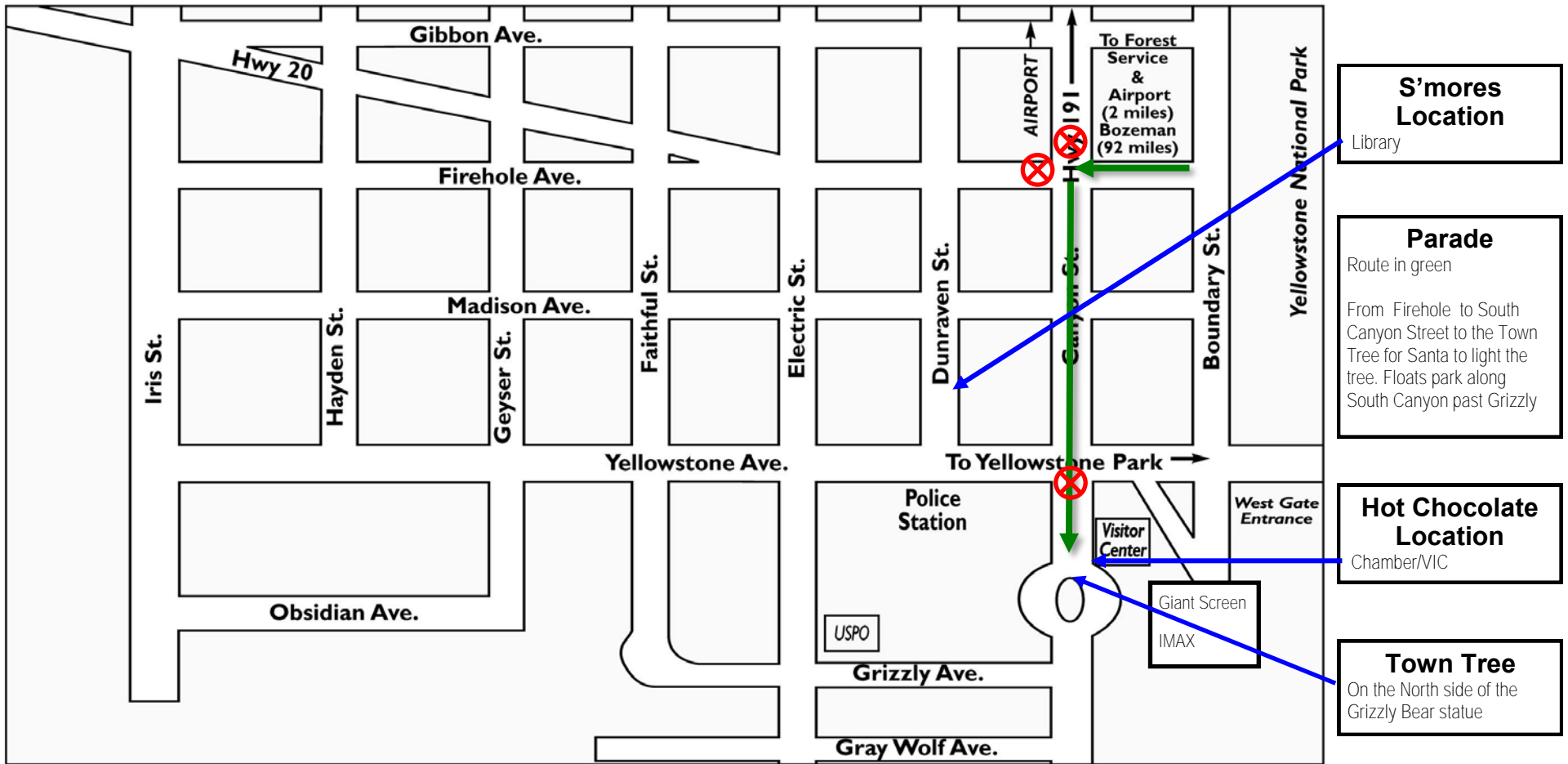
Approved		Denied	_____ Town Clerk _____ Date

ATTACHMENTS

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

WEST YELLOWSTONE

CHRISTMAS STROLL 2024



SPECIAL EVENT PERMIT APPLICATION

Town of West Yellowstone
Gallatin County, Montana

Permissions sought:

- Close off all streets marked on map beginning at 4:45 pm on the 20th and ending after the tree has been lit and Santa has walked to the Grizzly & Wolf Discovery Center.
- Hold a Parade on a route, shown on the following page.
- Encroachment for the Town Tree, Smore Pit and Hot Chocolate booth
- Waive sound and amplification ordinances that may apply during the parade and tree lighting.

Police Department Assistance:

- Close off all of streets marked on map beginning at 4:45 pm on the 20th and ending after the tree has been lit and Santa has walked to the Grizzly & Wolf Discovery Center.
- Lead the Parade

Fire Department Assistance:

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

Addendum A: Application to Maintain an Encroachment

Destination Yellowstone (the West Yellowstone Chamber of Commerce) wishes to have the Town Tree on the “grizzly island” on South Canyon Street. The tree will be placed in preparation for the Christmas Stroll on December 20th, 2024. The tree will remain throughout the winter season, being removed on or about April 2025 – or once thawed enough to be removed.

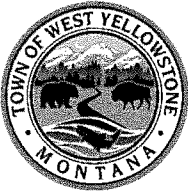
The Chamber, as part of the Christmas Stroll on Friday, December 20th, 2024, wishes to have a S'mores station and a free hot chocolate table at the tree lighting.

All locations are indicated on the map.

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

- The sidewalk outside of the Chamber building for a hot chocolate and cookie table

Hang two banners under the welcome signs on HWY 191 and HWY 20. One will also be hung at the Chamber under the Chamber sign in front of the building.



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
8-29-22
1 | Page

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

8-29-22

2 | Page

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

8-29-22

3 | Page

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

YNC Lease

8-29-22

5 | Page

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.

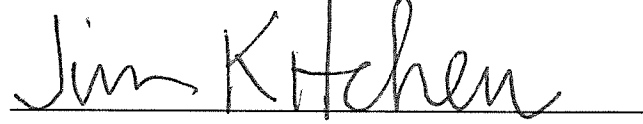
If YNC is in default of this Lease Agreement as described above, then the Town must provide written notice of the alleged default and shall allow YNC thirty days (30) to cure the default. If YNC has not cured the default within thirty days (30) of mailing the written notice, then the Town may terminate 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.

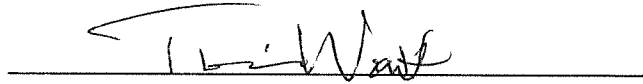
DATED the day and year first above written.

Yellowstone Nature Connection



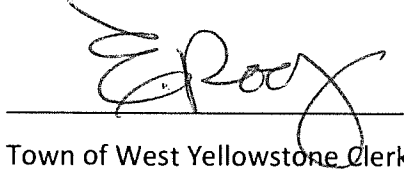
SIGNED By: Jim Kitchen, President of YNC

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.

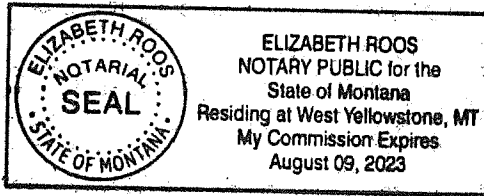
E. Roos

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)

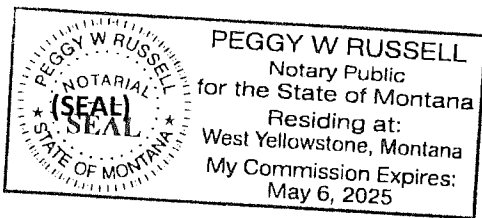
This instrument was acknowledged before me this 15 day of September, 2022 by Jim Kitchen, as President of the Yellowstone Nature Connection.

Peggy W. Russell

NOTARY PUBLIC for the State of Montana

Residing at: West Yellowstone

My commission expires: May 6, 2025



Town of West Yellowstone

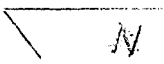
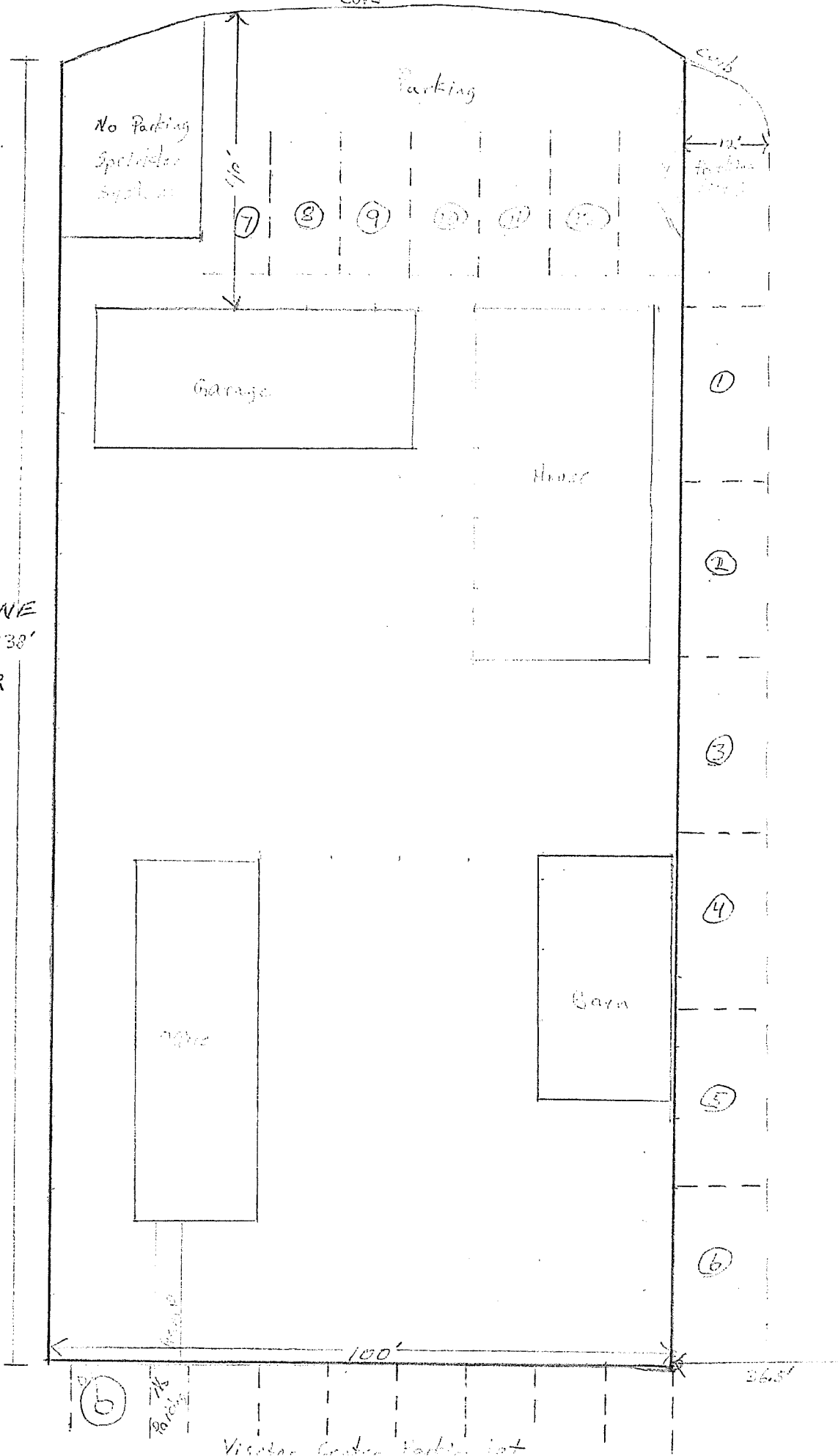
YNC Lease

8-29-22

11 | page

Exhibit A

Boundary Street
Curb



WEST YELLOWSTONE
Outdoor Education CENTER 138'

PARKING PLAN

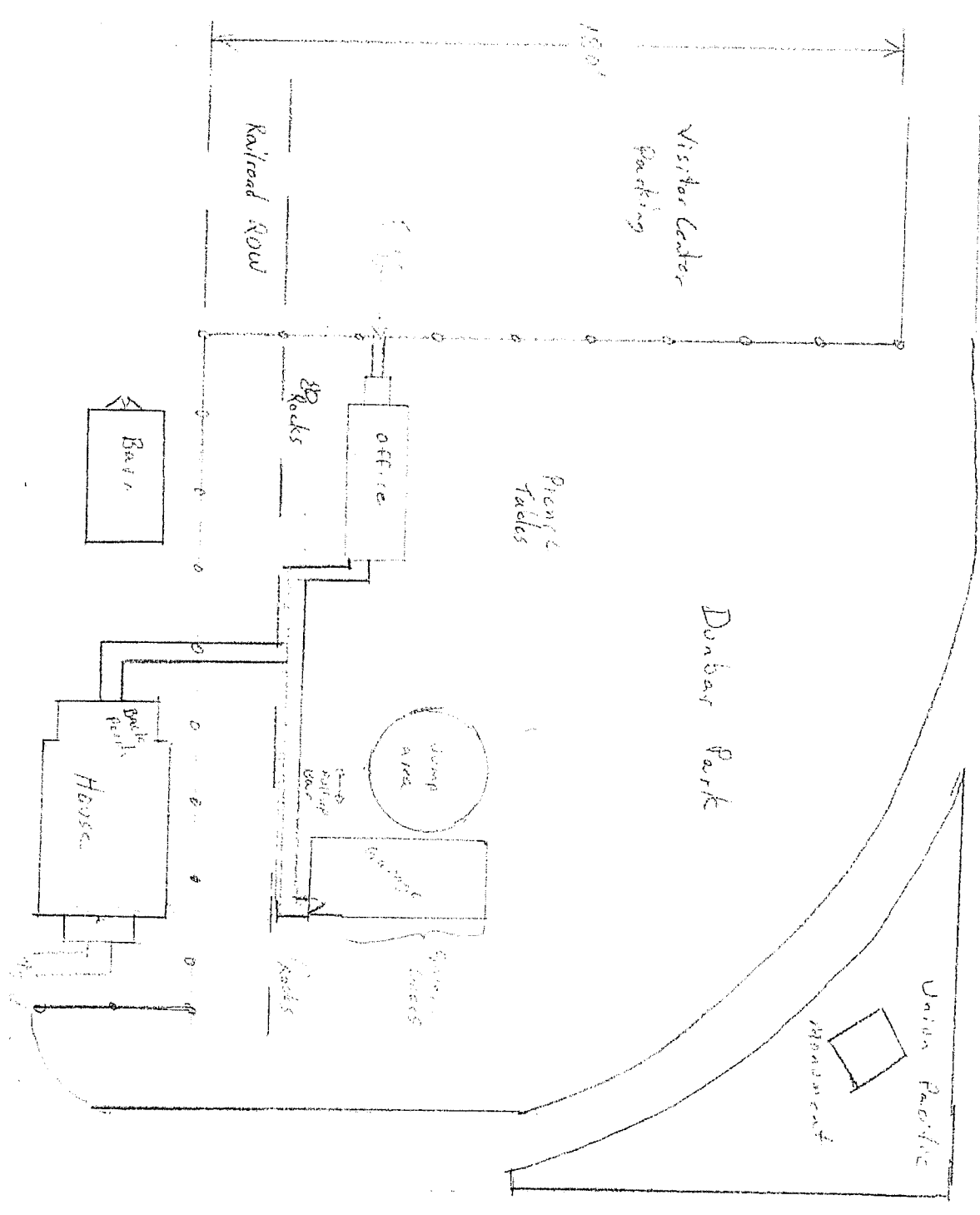
LEGEND

① PARKING SPACES

□ LEASE AREA

Approximate Scale
1 inch = 20'

Visitor Center Parking Lot



IMAX Parking

174'

180'

1" = 40'

N

YELLOWSTONE NATURE CONNECTION PROPOSAL TO AMEND LEASE

This proposal is to amend the Lease between the Town of West Yellowstone (the Town) & The Yellowstone Nature Connection (YNC) for the West Yellowstone Historic Ranger Station (WYRS).

The Lease states in Section 2d that 'The Residence is not to be used as a year-round residence'.

Section 2 'The Town & YNC shall review these provisions on an annual basis and make changes, as necessary'.

Section 3 states, 'The parties may negotiate to extend this Lease Agreement, or modify it by mutual agreement'..

Jim Kitchen (President & Program Director of YNC) has been involved in the creation of & operating YNC since its inception in 2005. He has been responsible for operations full-time seasonally since 2017. Christy Blohm has volunteered for YNC since 2020. In 2022, Christy began working with the Yellowstone Historic Center (YHC), as Event Coordinator at the Union Pacific Dining Lodge. Together they have spent many hours along West Yellowstone's Historic District & are proponents of the Yellowstone Shortline Trail. Jim & Christy are caretakers & ambassadors of the Historic WYRS, coordinate volunteer time with YNC & manage & create educational programming.

Housing is a real issue in America & in West Yellowstone. YHC has had an open job position of Office Manager posted since July, 2024. Housing has played a role in preventing potential employees from relocating to West Yellowstone. With the approval of WY Town Council, opening up the time frame of occupancy at the Station will benefit the Town, YHC, YNC & the community of West Yellowstone. By filling a supporting role at YHC to benefit operations & utilizing volunteer time to plan, organize & coordinate future educational programming for YNC & in collaboration with YHC.

In June of 2024, a group of 15 retired smokejumpers & volunteers completed a preservation & winterization project at WYRS. The work party donated 500 hours of labor to insulate, stucco & waterproof the residence basement. YNC invested an estimated \$5000 in materials & supplies to complete the project. The result is a noticeable improvement in costs & heating demands of the residence.

Historically, in the 1960's, 70's & 80's the WYRS was utilized year round as a residence for agency personnel. The residence is heated by electric heat, augmented by wood heat. YNC is responsible for all utilities & maintenance of buildings. Necessary snow removal will be the responsibility of YNC volunteers.

The YNC Board of Directors have given approval of this Lease addendum. They support & encourage the collaboration of Yellowstone Nature Connection with The Yellowstone Historic Center.

WEST YELLOWSTONE TOWN COUNCIL QUESTIONS & CONCERNS ADDRESSED

1. Is this house able to actually be warmed in the wintertime?
2. Who is responsible for broken water pipes? Since my guess is it's not winter ready.
3. Who is paying for snow removal of the property?
4. What if Christy quits the historic society? Will she be forced to move, since that is what is driving this request? Will the lease revert back to no year round residence? Or is this just a terrible loophole to acquire cheap housing? Are we in a lease with Christy or the YNC?
5. Should we wait for their board of Directors to ratify this before we move forward, since we are in a lease with them not this Jim and Christy?
6. When was their last school presentation? How will they be able to accomplish their mission in the winter time around here? Can they provide their logged hours of volunteer work to actually justify this current lease? When was their last presentation to the general public?
7. They currently rent out the RV spots associated with this property privately? Is this even in the lease the ability to sublease?
8. Can the next person who works for the Historic Society use this house or is this just a special request since this is the main users "Partner"?

1. June, 2024, a work party of retired smokejumpers & volunteers logged over 500 volunteer hours & at the expense to YNC in sum of \$5000 to waterproof, stucco & insulate the residence basement. This project has made it feasible to heat the residence in the winter. The residence utilizes electric heat augmented by a wood stove.
2. All building maintenance is the responsibility of YNC. The residence will be kept to temperatures to keep pipes from freezing. Historically, the utility room has been heated during the winter months so the water main & sump pump would not freeze.
3. Necessary snow removal is the responsibility of volunteers occupying residence.
4. The Lease shall remain between YNC & the Town. If a person discontinues volunteer service with YNC, they shall no longer inhabit Leased property. It will be at the discretion of YNC BoD to determine future year-round occupancy, in agreement with the Town.
5. YNC BoD is supportive of this Lease amendment & has determined a collaboration with YHC to be beneficial for both entities moving forward. (See letter of support from YNC BoD)
6. A copy of YNC's annual report is available with this information. Winter volunteer hours are to be used for planning, organizing & coordinating future programming.
7. There are two camper spots available to volunteers of YNC. No rent is collected.
8. The residence is available for volunteers & supporting partners of YNC.

November 27, 2024

Attention: West Yellowstone Town Council

The Board of the Yellowstone Historic Center [YHC] fully supports the Lease Addendum request by Jim Kitchen and Christy Blohm for year-round use of the West Yellowstone Historic Ranger Station (WYHRS).

As an organization dedicated to the protection and preservation of West Yellowstone's historic buildings, the Yellowstone Historic Center supports this request in part because year-round residency will provide better protection for the West Yellowstone Ranger Station historic buildings. Jim and Christy will be able to monitor the buildings, do upkeep and deal with any emergencies that arise during the winter months.

YHC appreciates the support that our organization receives from the Yellowstone Nature Center [YNC] and in turn supports and looks forward to continuing and expanding collaboration with YNC.

As a local nonprofit, the YHC is looking to support and partner with other local nonprofits as well as the Town of West Yellowstone. We urge the town council to amend the YNC lease to allow the year-round occupation of the WYHRS. This will provide the YNC to be part of the West Yellowstone community year-round and be beneficial to both organizations and the West Yellowstone community as a whole.

Sincerely,

Trent Redfield, Executive Director of the Yellowstone Historic Center
on behalf of the YHC board.



Town Council Agenda Item Summary Report

Meeting Date: 12-03-24
Item Title: Snow Removal Assistance Agreement- Tri State
Submitted By (Name/Title): Jon Simms, Public Works Director
Discussion Only <input type="checkbox"/> Discussion/Action <input checked="" type="checkbox"/>
Funding Source: Public Works Budget Budgeted <input type="checkbox"/>
Estimated Date of Completion: Spring of 2025

Item Summary

Contract services between the town and Tri-State Excavating.

The town is only planning on using Tri-State when it's an absolute necessity. We'll mainly be utilizing their trucks so there is no down time between our loading operations.

They are requesting a \$5,000/month retainer (January to March) to ensure that trucks will be reserved and available to assist the Town during those months.

\$5,000 would be approximately 30 hours of dump truck usage per month.

Language has been added to ensure that they are responsible for damages to Town Property.

Staff Recommendation

Accept the terms of the contract services agreement.

Suggested Motion

Move to accept the agreement for services with Tri-State Excavating.

**TOWN OF WEST YELLOWSTONE
AGREEMENT FOR SERVICES**

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

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

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

2. Term: The Term of this Agreement is for the 2024-2025 winter season, which is generally defined as from November 30, 2024, to April 30, 2025.

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

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

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

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

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

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

TOWN

**CONTRACTOR
TRI STATE EXCAVATING**

Date: _____

Date: _____

ADDITIONAL TERMS AND CONDITIONS OF CONTRACT FOR SERVICES

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

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

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

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

5. Waiver, Indemnification, Damages.

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

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

CONTRACTOR agrees to reimburse the TOWN for

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

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

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

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

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

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

10. Interpretation.

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

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

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

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

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

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

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

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



Town Council Agenda Item Summary Report

Meeting Date: December 3, 2025	
Item Title: West Yellowstone Connector Trail Reimbursement Agreement	
Submitted By (Name/Title): Dan Walker, Town Manager	
Discussion Only <input type="checkbox"/>	Discussion/Action <input checked="" type="checkbox"/>
Funding Source: Donantion/pass through	Budgeted <input type="checkbox"/>
Estimated Date of Completion: Spring 2025	

Item Summary

Members of the the Yellowstone Shortline Trail have solicited a proposal for planning of the future section of the Shortline Trial between the Depot and the current trailhead on Iris St.

The work would be preformed by Sonya Gimon of 3fwild, llc., who is a landscape architect. She is currently based out of Yellowstone Park.

The goal of the planning effort is to have a plan that can be incorporated into future Town planning and park development through this cooridor.

The agreement outlines that the Town pay the upfront cost of the plan, and we would be reimbursed through a generous donor from the YST at the completion of the project.

The fee proposal is \$23,870.00. The planning process is anticipated to take approximatly 6 months.

Staff Recommendation

Consider entering into the reimbursement agreement with the Shortline Trail Association for the planning of the in Town portion of the Shortline Trail.

Suggested Motion

I move we approve the West Yellowstone Connector Trail Reimbursement Agreement and attached scope and fee proposal.

REIMBURSEMENT AGREEMENT

The Town of West Yellowstone, a Montana municipal corporation, of 440 Yellowstone Avenue, West Yellowstone, Montana 59758, (the “Town”), and The Yellowstone Shortline Trail Association, of _____, Montana set out below their binding agreement relating to planning costs for the Town’s section of the Shortline Trail Project, (the “Project”).

RECITALS

WHEREAS, The Shortline Trail Association, (the “Association”) is an association whose purpose is to develop a trail system through West Yellowstone’s historic district and adjacent areas that once served the Union Pacific railroad passengers. The Association envisions the Project to become a greenway/park that will serve the community and provide access to the Project; and

WHEREAS, The Town holds the right of way for the roadway to be included in the Project and the Town desires to participate in the Project; and

WHEREAS, The Association is in the process of designing the greenway and working on the conceptual framework for the section of the Project between South Canyon Street and Iris Street within the Historic District Corridor all located within the Town, (the “Design Work”); and

WHEREAS, the Association has requested that the Town pay for the planning services for its portion of the Project and the Town has agreed to pay for such services on the condition that it be reimbursed for all amounts paid.

Now therefore, the parties hereto agree as follows:

1. The cost of the Design Work for the Town’s section of the Project is set out in the attached **Scope and Fee Proposal** from 3F Wild, PLLC.
2. The cost for the Design Work is \$23,875.00. The Association agrees that it has a donor who is willing to reimburse the Town for the payment of \$23,875.00 within 30 days of receipt of the final design report.
3. The Town agrees to pay the \$23,875.00 for the Design Work, on the condition that it be reimbursed the full fee.
4. The parties agree each term and condition contained herein is material and of the essence. This Agreement may be terminated by either party immediately should the other party fail to perform in accordance with any term or condition of this Agreement after it fails to cure within ten days written notice.

5. Nothing in this Memorandum shall bind the Town to approve the Design of the Project, or any preapproval of any necessary permits Applicant may be required to obtain from the Town.
6. If it is necessary for either party to bring an action to enforce the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees to be set by the appropriate court, including fees of the Town Attorney.
7. Notice. All notices and certifications made pursuant to this agreement shall be delivered to the address above by first class mail, certified mail or personal delivery. A party shall give the other notice of any change in address.
8. Time Is of the Essence. The time of complying with this Agreement is of the essence and a violation is a material breach.
9. Non-Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision.
10. Entire Agreement. This document represents the entire and integrated Agreement between the Town and the Association and supersedes all prior negotiations, agreements or representations, either written or oral. This Agreement may be amended only by written instrument signed by both Town and the Association.
11. Non-Assignment. Town and Association, respectively, bind themselves, their successors, assigns and legal representatives to the other party with respect to all covenants, terms, or conditions of this Agreement. Neither Town nor Association shall assign this Agreement without the written consent of the other.
12. Execution of Agreement. The Clerk/Treasurer of the Town will keep the original Agreement. An exact unaltered copy of the original Agreement has the same force and effect as the original.
13. Term of Agreement. This Agreement shall remain in full force and effect for a period not to exceed one year from the date of signing.

IN WITNESS WHEREOF the parties have signed this Agreement for Services consisting of three total pages.

DATED: _____

TOWN OF WEST YELLOWSTONE

Travis Watt, Mayor

ATTEST:

Clerk/Treasurer

CONTRACTOR

Title:

SUBSCRIBED and SWORN by the person known to me as _____
before me this ____ day of _____, 2024.

[SEAL]

NOTARY PUBLIC STATE OF MONTANA

West Yellowstone/Shortline Trail – Vision Scope & Fee Proposal

About the project:

Following the construction of the Shortline Trail, The Yellowstone Shortline Trail Project is re-envisioning West Yellowstone's historic district and adjacent areas that once served Union Pacific Passengers to become a greenway/park that will serve West Yellowstone's community and provide access to the Shortline Trail.

Project Goals:

Short-term goals:

- Develop a Vision to support fundraising, key stakeholder engagement and advocacy.

Scope Overview:

- 3FWILD will develop a Design Narrative for the greenway (S Canyon St to S Iris St) and a conceptual Framework & Vision for the section of the greenway between S Canyon St and Electric St.
- Conceptual Framework & Vision will create organizing principals that define the greenway's potential, character and vision and illustrate how the greenway can look and feel in the future.
- Cost Estimate will provide an order of magnitude cost estimate for the S Canyon St and Electric St segment of the greenway (design services and construction) with a goal of assisting fundraising efforts.

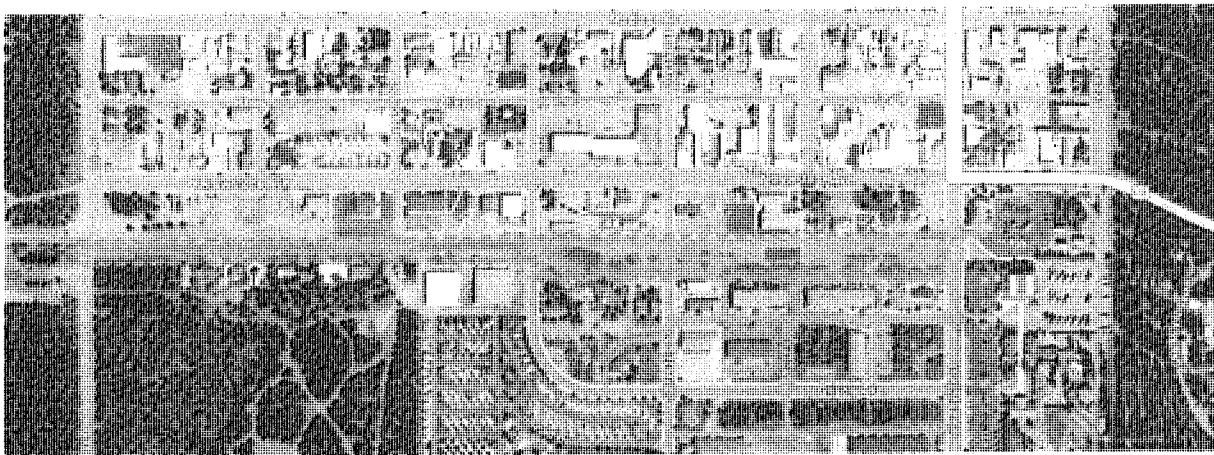


Image above: Approximate extents of the full greenway.

3FWILD

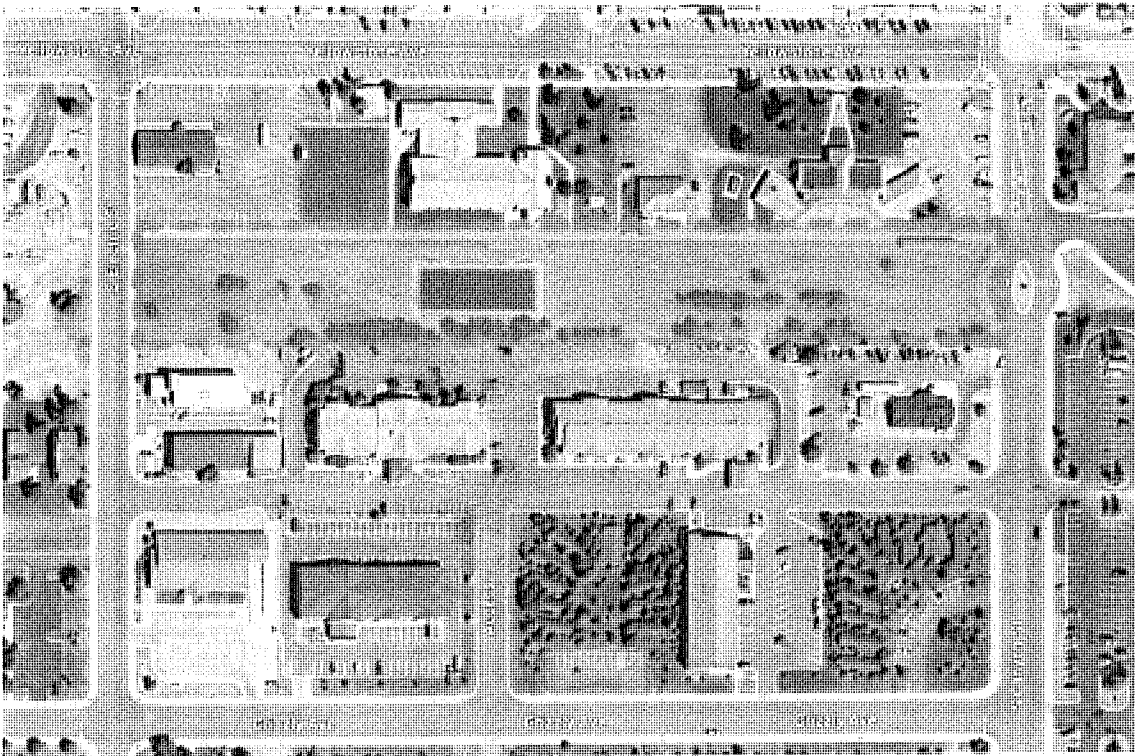


Image above: Approximate extents for the S Canyon St and Electric St segment of the greenway.

Detailed Scope

Task 1: Design Narrative:

- a. Review historical information & plans for the site & create a visual summary
- b. Review existing context (use, circulation, character) & prepare a base map
- c. Create an overall graphic highlighting the urban design potential of the greenway for the town of West Yellowstone (1)
- d. Create concept diagrams (1-2)
- e. Create brief text narrative
- f. Create a presentation deck to support initial stakeholder meeting(s)/fundraising outreach

Meetings: 2-4

Deliverables: Graphic assets (PDF/JPEG), Presentation of the design narrative (PDF/PPT)

Task 2: Design Framework & Vision (S Canyon St to Electric St)

- a. Inventory existing materials, vegetation, historical elements & create Site Analysis diagram(s)
- b. Develop a conceptual framework for Shortline Trail Committee Review (Draft and Final)

3FWILD

- c. Develop 5-6 graphic assets illustrating conceptual framework. List to be refined: for example, overall framework site plan, concept diagram(s), renderings of selected key locations, identity elements diagram.
- d. Develop "core" presentation deck
- e. Develop an itemized order of magnitude Cost Estimate (assumptions based on framework & vision)

Meetings: 4-6

Deliverables: Graphic assets (PDF/JPEG), "core" presentation deck (PDF/PPT), cost estimate (PDF/Excel)

Not included in the current scope, but can be added as additional services/future scope:

- Additional presentation & graphic assets
- Additional stakeholder meetings
- Design area at the entrance to existing Shortline Trail
- Develop temporary design activation (see examples attached)
- Develop schematic design, design development, construction documentation

Timeline

Month 1-2 (September - November): Task 1

Month 3-6 (November - February): Task 2

Total Fee:

\$23,875

West Yellowstone Greenway - Vision	\$
Task 1: Design Narrative (S Canyon St to S Iris St)	\$5,875.00
Task 2: Design Framework & Vision (S Canyon St to Electric St)	\$18,000.00
Total Fee	\$23,875.00

Payment options:

- 1) Payment will be provided monthly based on the percent complete of work.
- 2) Payment will be provided upon completion of Task 1, upon completion of 50% and 100% of Task 2.



Town Council Agenda Item Summary Report

Meeting Date: December 3, 2024	
Item Title: Local Government Review Study Commission, Ex-Officio and Ad	
Submitted By (Name/Title): Dan Walker, Town Manager	
Discussion Only <input type="checkbox"/>	Discussion/Action <input checked="" type="checkbox"/>
Funding Source:	Budgeted <input type="checkbox"/>
Estimated Date of Completion: 12/31/26	

Item Summary

The Town Council needs to appoint an ex-officio member to the Study Commission for the Local Government Review per MCA 7-3-177. This person shall be a non-voting member that will assist with organization and administrative tasks for the commission. Town Clerk, Liz Roos, filled this role for the Town in 2014 as well as 2004.

7-3-177. Composition of study commission. (1) The number of positions, which must be an odd number of not less than three, on the study commission shall be set out in the resolution or petition calling for the election on the question of reviewing the local government or local governments and establishing a study commission. If the election is called under the provisions of 7-3-173(1)(c), the study commission shall consist of three members unless the local governing body by resolution declares that a larger number shall be elected.

(2) Every study commission shall include as an ex officio nonvoting member a member of the governing body or an elected official or employee of the local government appointed by the governing body. The ex officio member must be appointed prior to the organization of the study commission provided for in 7-3-179.

History: En. Sec. 7, Ch. 697, L. 1983; amd. Sec. 2, Ch. 435, L. 1985.

Staff Recommendation

I recommend appointing Town Clerk Liz Roos to be the ex officio nonvoting member of the study commission.

Suggested Motion

Motion carried to appoint Town Clerk Liz Roos to serve as the ex officio nonvoting member of the 2025-2026 Local Government Review Study Commission.