

Sponsor: Arts Council of Big Sky

Sponsor Questions:

1. Please provide the names and email addresses of the individuals that will be representing your organization at the Review Meetings:

a. June 5: Brian Hurlbut

b. June 8: Brian Hurlbut

2. Can you please explain the decrease in both private donations and grants for your organization overall?

For private donations, we had a one-time \$100,000 restricted donation in 2022 that skewed the numbers a little. We also are not expecting as much public art donation income in 2023 as 2022. For grants, 2023 is the final year of our Murdock three-year award that decreases each year. We also received the final installment of a large behavioral health grant from the YCCF in 2022 which might not continue for 2023. Both of these decrease the projected grant income for 2023.

3. Please explain the \$76k in "other" revenue in the previous fiscal year vs the \$50 in this fiscal year. (Outlined in Sponsor Efficiency Worksheet).

The Other Income in 2022 was in-kind revenue (\$65,355), unrealized gain on investments (\$10,985), and interest income (\$85). The \$50 in the Current FY Other Income is **incorrect**, it should be **\$57,750**. This is in line with our current projected FY23 loss of about \$23,000, which is in our operating budget.

4. You are budgeting a loss this year of \$81K, which is greater than your reserves, how are you going to cover this loss?

See above. Actual loss is \$23,000. In addition, we have built up our operating account over the past few years, so we are using these carry-over funds to absorb this loss so we don't have to dig into our reserves.

2024 Music in the Mountains

Project Questions:

1. Why the decrease in ask for FY25 and then increase in FY26?

The \$250K included a \$15K addition for a Gator-type vehicle for use during Music in the Mountains events. However, after talking with Jenny it sounded like this could be an option for the upcoming special Opportunity Fund cycle for smaller projects under \$25K. Because of this, we can reduce our ask by \$15,000 to \$235,000 (which fits with our \$10K increase per year).

2. As the overall asks continue to grow and outpace the money available how can you work to decrease your ask of BSRAD related to this project's costs?

The expenses associated with producing Music in the Mountains continue to increase year over year. We are continually raising more sponsorship dollars each year, and will continue to look at more ways we can partner with local businesses. We are also always looking for grants that may be applicable to this project. In 2022 we raised nearly \$150,000 toward the project in addition to Resort Tax funding. Unfortunately there are not many expenses that can be reduced at this time. Until we have a permanent green room with bathrooms, or public restrooms that would reduce the need for the number of portable toilets, these expenses will keep going up. We could reduce the number of events, but I'm not sure that is what the community wants.

3. Is there a way to get to a 1:1 match for your project?

As outlined in the FY24 Project budget, Resort Tax is funding about 52% of the total cost of the project—which is very close to a 1:1 match. As I mentioned before, we are continually looking to increase sponsorship income, and if we are successful we could possibly get this down to a 1:1 match.

4. It looks like your request is 10% greater than last year for the same programming, however, your other revenue sources overall are decreasing, why is this?

With the above-mentioned \$15K reduction for our 2024 request, **the annual increase is only 4%**. In 2022 our sound/light expense doubled, and it is going up 4% again this year. All of the infrastructure we bring in (porta potties, tents, etc. goes up each year). Security alone will be 10% more than last year. Finally, we would like to have a little more in our artist budget as bringing in these musicians has been increasingly more expensive in the post-Covid entertainment and concert landscape.



Sponsor: Big Sky Community Food Bank

Sponsor Questions:

- 1. Please provide the names and email addresses of the individuals that will be representing your organization at the Review Meetings:
 - a. June 6: Sarah Gaither Bivins
 - b. June 8: Sarah Gaither Bivins

2. What is your plan for your reserve funds outlined on the Sponsor Efficiency Worksheet?

Our unrestricted reserve funds will be used in a variety of ways, according to our immediate needs. We anticipate expanding our food recovery programming, working with Big Sky SNO to divert usable food before it becomes waste. We will need packaging equipment, refrigeration and processing equipment, as well as a new vehicle. We also hope to expand our pre-packaged meal offerings for customers and will need to invest in mobile commercial kitchen equipment.

We also have donor-restricted reserves for space, senior citizen support, produce vouchers and direct customer expenses such as gas cards. We anticipate the need for a permanent Food Bank and Resource Center space in Big Sky and have planned to take advantage of any upcoming opportunities to purchase appropriate space.

Reserves are necessary with the volatile market. Last year we exceeded our expense budget due to cost of food, fuel, utilities and keeping capable staff employed. We anticipate that expenses could continue to increase and are thankful to be able to draw from reserves in emergencies.

3. Can you explain the significant decrease in revenue from FY21/22 to the current fiscal year? We received an unsolicited donation of \$500K from a private philanthropist which was unplanned revenue for FY21. We do not expect another single donation of this size in the current fiscal year so our budget, as shown in Sponsor Efficiency worksheet column E, reflects our expectations for a more realistic revenue.

Our actual revenue at the time of our submitted LOI in Feb 2023 was \$225,462 Our current (May 2023) actual revenue stands at \$229,787. We budgeted for \$78,000 in donations and have received \$160,745 thus far.

4. Reading through your application you have increased your services significantly this past year, what was your budget growth to provide these services from FY22 to FY23, and again the percentage of growth you are projecting from FY23 to FY24?

> FY22 to FY23 we increased our budget 20% FY23 to FY24 is 26% increase

5. Has the cost of food grown with inflation and if so what percent?

The cost of food has grown with inflation, but that is not the most significant factor in our increased request. We are fortunate to be able to purchase food at a discounted rate in bulk from the Montana Food Bank Network. Our food rescue/donations are down from 62% of our total incoming food to 40% of our incoming food. This means we've been forced to purchase more food than in past years. In 21-22, we purchased 10% of the food we gave away (4,353 lbs.) In FY 23, we have purchased 38% of the food we gave away (19,650lbs.) In FY 22, we gave away 37,336 pounds of food and spent \$7,726.63 on food purchases as well as utilizing \$10,880.78 in restricted funds for produce vouchers. For FY 23, we have given away 48,842 pounds of food spending \$31,151.60 and utilizing another

\$22.482.52 in restricted funds for Produce Vouchers.

6. How is the Food Bank utilizing the approximately \$550k net profit that the organization made last year?

As stated previously, we received a private, unexpected donation of \$500K which is partially donor-restricted for space, vehicle, senior citizen support and direct customer services . With those funds, we are currently in the process of purchasing a new food recovery van and will utilize the rest as needed from reserve. We continue to assess the needs of the Big Sky community to inform programming. Future programming may include more robust seniors services support network, food recovery pathways, case management for vulnerable populations.

Additionally, HRDC board of directors has increased the salary structure by 3% across the organization to retain valuable employees. At the Big Sky Community Food Bank, we have increased staff salaries by an average of 9% to reflect expanded responsibilities within the community and additional cost of living adjustments. Much of this has been made possible by this unexpected revenue.

7. Is the reserve goal you shared in the application for just the Big Sky Food Bank or all HRDC?

Big Sky

Emergency Food & Social Services

Project Questions:

1. Can you give the number of food boxes, families/individuals to go with your percentages? The percentage increases are great, but it would be helpful for some of the data points.

From July 1, 2022 (the beginning of our fiscal year) to date, we have served 904 unique households consisting of 1749 unique individuals. Of that number, 577 households consisting of 829 people were brand new to the food bank this year.

Those 904 households have received a total of 2979 food boxes (services), consisting of 53,837 lbs of food. 173 of those services went to J1 students, and 455 services went to children under 16. 37 of those services went to senior citizens. 1340 of those services went to customers with Limited English Proficiency. Customers have redeemed their \$10 produce voucher at the Country Market 2,248 times.

These households have visited our coatroom 2184 times, our computer lab 69 times, our washer/dryer 21 times, and our fix-it center 10 times. We have given out 11 bus passes and 115 gas cards. We have made 64 referrals to other supportive services or agencies in the area.

2. There is a 36% increase year over year for the same project. What is the main driver of this increase and what need justifies such a significant increase?

I am projecting a 97% increase in service numbers for emergency food boxes from FY 22 by the end of FY23. This is by far the largest increase in service numbers since we opened our doors in 2012. Our FY 21 to FY22 increase was 60%. Each prior year we saw a 5-13% increase year over year.

I think we can safely say that our community/workforce is experiencing increased need for affordable food, commodities and services. As the cost of living skyrockets in Big Sky and throughout Gallatin Valley, and the workforce wages fail to follow suit, households are turning to alternative ways of making ends meet each month.



Sponsor: Big Sky Community Housing Trust

Sponsor Questions:

- 1. Please provide the names and email addresses of the individuals that will be representing your organization at the Review Meetings:
 - a. June 5: David O'Connor, david@bigskyhousingtrust.com
 - b. June 8: David O'Connor, david@bigskyhousingtrust.com
- 2. What is the source of the grant funding \$3,390,000 shown on your Sponsor Efficiency Worksheet?
 - \$3M from Elevate Big Sky (requested but not yet allocated)
 - \$200k from Yellowstone Club Community Foundation (based on 2022 funding)
 - \$90k each from Moonlight and Spanish Peaks Community Foundations (based on 2022 funding)
 - \$100k of YCCF's support last year was restricted for the Good Deeds Program. Subsequent clarification to YCCF's strategy as Elevate Big Sky evolves will most likely see that support transitioned to the Elevate Big Sky umbrella
- 3. Can you explain the decrease in direct revenue?

BSCHT manages two residences on behalf of a property owner, who then donates the net proceeds back to the Housing Trust. The tenant rent is income-based, and a change in tenancy resulted in the revenue change.

- 4. What properties are you currently getting a management fee for and how is this built into your budget?
 - There is a \$25/month per unit CLT Management Fee for the MeadowView Condos, resulting in \$15,600 annual revenue. This revenue is generally consumed by corresponding MeadowView expenses, as noted on the budget.
 - BSCHT manages two rental units in exchange for retainage of the net revenue (after HOA, taxes, and general maintenance) as a donation to the Housing Trust. This generates \$85,946.40, though nets \$28,646.40 after expenses.
 - The budget reflects both activities as "Earned Income." Corresponding expenses are reflected under the "Expense" section of the budget as well.

Good Deeds

Project Questions:

1. How many properties did you deed restrict through this program in FY22 and FY23? Please break out each year separately.

- The program commenced activities upon FY23 funding by Resort Tax, so there were no FY22 deed restrictions filed.
- BSCHT filed seven deed restrictions in FY23 under the Good Deeds program.
 - a. Of those properties can you give a breakdown of property type per year? (ie single family home, condo, number of bedrooms, if any are outside of the projects you are partnered on with places like RiverView)

	ONE BEDROOM	TWO BEDROOMS	THREE BEDROOMS	FOUR BEDROOMS
SINGLE FAMILY (2)			1	1
CONDO (5)	1	2	2	

2. Do you have any of the "Additional 25 homes" lined up?

- Pending certainty in funding, we have not processed any applications, nor have we actively
 promoted the program. The website application has been on hold. We were reluctant to
 "pre-spend" funding we did not have, and we were also wary of potentially making or
 implying commitments we were uncertain we could keep.
- We have maintained an interest list with 10-12 interested property owners and real estate agents with buyers who would potentially participate in the program at any given time.
- We have six property owners who have expressed interest in deed restricting their property
 under their own occupancy, and whose properties' values are less than \$1.5M. Since
 exhausting the first round of funding in October 2022, the Housing Trust has been contacted
 by six real estate agents representing buyers trying to enable a sale. BSCHT has received
 interest from condo and single-family homeowners, in addition to local buyers attempting
 to understand the program's parameters.
 - a. If yes, what are the property types?
 - b. If no, are there specific property types you are looking for?

The program has no preference between single-family homes and condominiums at this time. Given current real estate market conditions, the program largely determines its target market by property value. In 2022, the median cost to purchase a single-family home rose to \$2.4 million. Because of local income limitations, many single-family homes don't fit the program's property value parameters.

3. Can you give a brief overview of the Asset Protection piece?

As the community invests both public and philanthropic funds into deed restrictions on properties, ongoing stewardship is critical to ensure these investments continue to yield housing for the resident workforce. The Housing Trust recognizes its role as the ongoing steward of deed restrictions purchased or enabled by the community and conducts annual audits on these properties to ensure their use meets the requirements. BSCHT uses a portion of program funding to conduct these activities.

4. Can you explain more about the Buy Down version of Good Deeds?

Buy-down programs bring a property's value down into the range of affordability for a target AMI (100%-250%). BSCHT intends to use a line of credit to purchase the property as a cash buyer, then apply Good Deeds funding to reduce the property's sale price. By adding an appreciation cap, the program ensures the subsidy remains with the property. BSCHT will then sell the property to an income-qualified buyer and return the proceeds to the line of credit to make it whole again for the next transaction. The deed restriction ensures the property's use remains for the resident workforce, and the appreciation cap ensures the continued affordability. BSCHT has not yet identified a funding source for the line of credit a Buy-Down program will need to execute purchases.

- 5. What is our current number of deed-restricted units in Big Sky?
 - Meadowview Condos 51
 - Riverview Apartments 100
 - Good Deeds properties 7
 - Powder Light Dorms 10
 - Total = 168
- 6. What is your goal for the number of deed-restricted units over what timeline and how did you come up with that goal?

We hope to average 20 deed restricted homes per year under the Good Deeds program. We arrived at this rate using a combination of the application and interest traffic we experienced in the program's first year, combined with our best estimates of likely funding streams. Several communities across the west with similarities to Big Sky have achieved ratios over decades of deed restricted housing approaching 30% of their core community housing inventory. A similar goal in Big Sky would replace the inventory it lost to the vacation rental market in the past ten years.

BSCHT-Operations

Project Questions:

1. What is the new staff position listed in the application?

Additional Stewardship Coordinator

2. What is the source of fundraising shown on the Project Budget?

BSCHT receives individual and corporate donations throughout the year. A new fundraising event (Winter Ball), added in 2022, yielded almost \$15k in donations and sponsorships in 2023.

3. If you receive management fees, where would it show in this budget?

The "Earned Income" portion of the budget reflects management fees from MeadowView and the two Triple Creek homes. There are also corresponding expenses against that revenue, specifically under "Property Management Expenses" and "MeadowView Expenses".

- 4. Are your other revenue streams for operations growing at the same percent increase as your request to BSRAD is growing for this project?
 - a. If not, why?

BSRAD Admin funding is currently growing at a faster pace than revenue streams. Generally, foundations restrict their funding to specific programs, so BSCHT cannot apply funding growth received through the foundations to administrative costs. A cooling economy and the natural ebb of the initial enthusiasm for BSCHT donations have contributed to a slowing in the pace of unrestricted individual and corporate donations. Additionally, the nature of the Housing Trust's activities result in large, upfront administrative costs in order to execute programs and projects that eventually yield revenue. But even then, not all programs and projects include revenue-generating activities.

5. There is a 29% increase year over year for the same project. What is the main driver of this increase and what need justifies such a significant increase?

The increase is primarily due to one additional FTE, but all staffing costs increased to keep up with market wages. As BSCHT puts more programs and projects into place, it relies on a higher degree of professional services (legal and accounting, e.g.) Additionally, as new properties come online through the 600 workforce house SFEs enabled by Resort Tax and BSCWSD, BSCHT's staffing needs will continually increase to conduct ongoing stewardship and annual audits on these properties.

Housing experts in the region estimate an organization needs one FTE to manage and steward every 75 deed-restricted properties.

Rent Local

Project Questions:

1. Have any Rent Local Properties been converted to Good Deeds?

One of the seven Good Deeds property owners was a direct conversion from Rent Local.

- 2. Does the group have any indication or projection of when the market vacancy rate could hit 2% or higher with the various programs it has been putting in place including good deeds, RiverView, and future TBD developments?
 - Multiple factors influence the long-term rental market's ability to return to a healthy vacancy rate, making a specific time period difficult to pinpoint for winding down Rent Local, which is still the ultimate goal.
 - In a four-year period, Big Sky lost 1,000 units, or nearly 30% of its residential housing, to the vacation rental market. Although the vacation rental market's rate of growth has slowed, in Q1 of 2023 there were 1,222 active vacation rentals; the same period a year ago had 1,143, showing the short-term market is still gaining traction against year-round housing.
 - Certainly, projects like Riverview Apartments will make an impact, but the project's timeline
 is three years for 100 units, or three years to make a 10% dent into what the community has
 lost. If Good Deeds has adequate funding, it can make another 10% dent in five years by
 deed-restricting 20 properties per year. With increased funding, resources, and
 partnerships, the community could potentially increase this pace.
 - Simultaneously, the demand for employees continues to rise. According to the 2022 update to the Big Sky Housing Needs Analysis, "through 2027, an estimated 675 to 1,275 jobs will be added in Big Sky." Even at the lower projections, the demand for housing increases faster than the community currently produces it.
 - In the last two years, Rent Local has created rental inventory that has served as a lifeline for essential service providers like Morningstar Learning Center and Big Sky Medical Center. Countless small businesses, nonprofits, and all of the resorts have also benefited by their employees finding housing through Rent Local. With 200 people on the Riverview waitlist alone, this project will only meet half of this need, and many on the waitlist will not qualify for BSCHT's portion due to income restrictions.
 - When adding in factors like job growth, it is currently unlikely Big Sky will rise to 2% in two years.
- 3. With House Bill 430 appearing to be dead in 2023 what are your plans to continue to find additional funding through legislative action to continue to find additional revenue sources? (applaud your efforts here on working to find additional funding!)

The Rent Local bill, sponsored by Rep. Jane Gillette, represented an idea never before considered by the Montana legislature. We hope the conversation will continue in the next legislative session. Additionally, we are active members in the MT Housing Coalition and the Regional Housing Coalition to engage in efforts to produce statutory funding sources that would enable Montana communities to address their housing deficiencies. While our 501(c)(3) status prohibits direct lobbying activities,

we work to remain prominent in any regional or statewide conversation that seeks housing solutions.

- 4. On a per-bedroom basis:
 - a. What is the average monthly amount paid to the landlord? \$270
 - b. What is the average monthly rent paid by the tenant? \$1,168



Sponsor: Big Sky Community Organization

Sponsor Questions:

- 1. Please provide the names and email addresses of the individuals that will be representing your organization at the Review Meetings:
 - a. June 6: Ashley Wilson ashley@bsco.org and Whitney Montgomery whitney@bsco.org
 - b. June 8: Ashley Wilson ashley@bsco.org and Whitney Montgomery whitney@bsco.org
- 2. Your requests are Capital in nature, do you have a Capital Improvement Plan?
 - a. If yes, please attach it with your responses.

Yes. Please see attached CIP exhibit.

3. Can you explain the significant decrease in total fundraising?

Since 2019, fundraising for BASE dramatically increased our overall results thus skewing total philanthropic revenue. In the current fiscal year, there was another large increase due to the BASE All In Campaign being completed. However, fundraising for annual operations has increased during this same time period by 92%.

- 4. Is BASE operations and maintenance covered by its fees?
 - a. If not, what is the deficit and how do you plan to cover it?

No. This fiscal year through 4/30/23 – BASE pass holder fee's cover 69% of the operating costs of BASE. This is consistent with strategic decisions to keep pass holder fee's affordable, and thus accessible for the Big Sky community. The 31% deficit is made up through grants and other fundraising.

5. Did your projected FY24 funding request last year of \$1.3M include the \$1.1M of operations that are currently being requested from the Parks & Trails District in this cycle?

The projected FY24 request last year did include operations and maintenance however, due to the partnership with BSTRP, BSCO has been allowed the opportunity to request much needed capital for infrastructure projects. This approach is consistent with prior conversations between BSRAD Board of Directors and staff.

a. If so, why has the combined request grown so significantly?

In an effort to respond to requests from the BSRAD board and staff, BSCO has worked diligently to form a legal partnership with BSTRP that allows two things: a more sustainable revenue source to fund parks and trails maintenance; and, through the interlocal agreement between BSTRP and the two counties, move forward with an assessment to reduce BSRAD's funding for 100% of parks and trails maintenance. This also better aligns BSCO's request with funding preferences of BSRAD for capital infrastructure projects and not operations.

6. I know we have budgets for both organizations, but can you please provide a simple outline of what is being requested with both this application (all projects) and the BSTRPD application?

- 7. Are your other revenue streams increasing at the same rate as your increase in BSRAD requested funds from this application and the BSPTRD?
 - a. If not, why?

Yes, year over year, BSCO's total revenue has increased by 89.3% (from \$1.8M to \$3.4M) compared to only 30.5% increase in BSRAD funds (from FY23 award amount of \$1.8M compared to FY24 request from both BSCO and BSTRP of \$2.3M). Total BSCO operating expenses, however, have also kept pace with increased revenue.

8. Please share more about why you have no unrestricted reserves on hand and how you would handle an emergency to cover your annual budget without this cash on hand.

BSCO currently has a \$2M line of credit with Stockman Bank to cover unanticipated or emergency situations. Establishing a line of credit is a proven method for organizations to be prepared for the unexpected while establishing unrestricted reserves. BSCO does, however, have \$245K in reserves that is board restricted for unanticipated situations. This essentially serves as an unrestricted reserve, but through proper governance, requires the board, instead of staff, to approve use of funds.

9. Since BSCO's FY24 requests are all capital in nature, please confirm that no Operating funds are being requested by BSCO and are funneled through the District.

Yes, BSCO's application is for all capital projects and no operations. Operating funds for Parks & Trails maintenance along with funds to protect the BASE asset are requested through BSTRP. There are no additional operating funds being requested by BSCO.

Big Sky Community Park Implementation Phase 1

Project Questions:

1. Will this project be in coordination with the SWMMBA pump track project?

Yes, BSCO and SWMMBA are actively coordinating on the two projects for construction, timeline, and implementation.

2. Is there a way to get to a 1:1 match for your project?

No. BSCO, however, has worked hard to secure the current matching funds for this project. The match is 44%, and BSCO is requesting 56% from BSRAD.

3. The relocation of the stormwater detention for expanded soccer would greatly benefit all soccer players and in turn potentially allow for opportunities for BSFC to host tournaments; have you approached the Club for any potential contribution to the relocation of the stormwater detention either in kind or cash? Please explain.

No, to date we have not formally approached the BSFC for any type of contribution for the stormwater detention relocation. However, we have mentioned to members of the leadership of BSFC that BSCO intends to approach their participants and families for financial support for planned future improvements to the soccer fields.

Trail Projects & Safety

Project Questions:

1. Will this be coordinated with Visit Big Sky's proposed signage update?

Yes, we are actively working with Visit Big Sky on their proposed signage update to ensure they are coordinated.

2. Can you provide a map of the pedestrian pathway?

Please see attached Exhibit B

3. Is the pathway gravel or pavement?

Gravel

4. Will the pathway maintenance move into the BSTRPD?

Pathway maintenance will be performed by BSCO Parks and Trails Maintenance Department. The intent for future maintenance of this pathway will be funded through BSTRP.

5. Is there a way to get to a 1:1 match for your project?

No. BSCO is planning to secure at least 25% of necessary funds for this project through private donations.

6. What are the other direct funding sources for these trail projects, outlined as Donations on the Project Budget?

These funds are private donations.

Parks & Trails Equipment

Project Questions:

1. Is there a way to get to a 1:1 match for your project?

No. BSCO intends to secure 22% of the overall project costs from private donations.

2. Will this toolcat also work for plowing access to the new tunnel under Hwy 64 and that trail?

This Toolcat will allow for safer and more efficient plowing of Lone Peak Trail from Town Center, past the new tunnel, beyond Riverview and Powderlight workforce housing to the Conoco station. It is also our intent per the MOU between BSCO, Big Sky Chamber, and Gallatin County, dated January 14, 2022, to use this Toolcat for tunnel maintenance.

BASE as Disaster Relief Shelter

Project Questions:

Will the generator have any adverse effect on your LEED certification?

No, this will have no effect on our LEED certification.

2. What are the anticipated annual maintenance costs for this type of generator?

The approximate annual recurring cost for maintenance is approximately \$5,000 in addition startup costs of \$10,250 for a first time tank fill.

3. What is other public funding?

Other public funding is a grant we intend to secure through FEMA in collaboration with the Big Sky Fire Department to purchase the generator. BSCO is requesting these funds for the concrete pad to house the generator and to connect the generator to BASE's electrical system so normal functions, such as flush toilets, will be available to those seeking shelter in an emergency.

- a. Depending on other public funding sources could either or both counties contribute?
 Yes. BSCO could approach both counties for funding for the emergency shelter generator.
- 4. Is this a statutory requirement?

No

5. Do other resort areas/communities etc. have one?

Emergency shelters with generators are prevalent in towns across the United States.

New Accounting Software

Project Questions:

1. Under other you have \$49k, in the other you note \$25k is from BSCO as a match, can you explain where the additional funds come from?

Additional funding from BSCO is coming from the current and next fiscal year's operating budget.

2. What is your plan for funding the ongoing costs of the software upon implementation?

Ongoing and annual costs will be funded through BSCO operations as part of the annual budget.

3. What is the direct connection between the Our Big Sky initiative and the use of this accounting software?

BSCO has outgrown the current accounting system, QuickBooks. The direct connection between this accounting software and the Our Big Sky Vision is to provide a more efficient and accurate reporting systems for current financial positions and future financial forecasting. Without a strong financial reporting system, planning and delivering on initiatives such as 'additional 20 miles of trails and paths in the district by 2025', 'increasing open park & open space by 35 acres by April 2024' and, 'provide accessible & affordable behavioral health & wellness opportunities through recreation & programs' requires a large amount of manual labor. The efficiency gained by more in depth reporting, forecasting and reduction of double entry into other systems will allow more time and bandwidth dedicated to strategic initiatives and reduction of recurring staff costs.

Community Warming Hut and Green Room

Project Questions:

1. Is there a way to get to a 1:1 match for your project?

BSCO currently has a pledge of \$33,000, which equals 40% of the total project. If this project is funded by BSRAD at \$41,500, BSCO commits to securing an additional \$8,500 to make this a 1:1 match.

2. What are the anticipated additional costs this will incur as an asset rather than rental?

Purchasing the Warming Hut and Green Room will result in additional insurance costs to add the asset under our policy, however, we will save more than the insurance cost increase in rental expenses for both BSCO and The Arts Council of Big Sky annually.

Two-Way AV Communications Platform

No Questions

Funds Secured &

	Budget	Funds	Already Paid	BSRAD	Fu	ınds to Raise	Notes
FY23.24	\$ 3,134,034	\$	430,000	\$ 835,600	\$	1,868,434	Community Park renovation Implementation - Phase 1, trail expansion and trail safety
FY24.25	\$ 7,600,000	\$	-	\$ -	\$	6,700,000	Community Park renovation Implementation - Phase 2, new parks, future facility planning
FY25.26	\$ 945,000	\$	-	\$ -	\$	945,000	Expanded trail connectivity, purple pipe connection
FY26.37	\$ 20,000,000	\$	-	\$ -	\$	20,000,000	Second indoor recreational facility (pool)
FY27.28	\$ 20,000,000	\$	-	\$ -	\$	20,000,000	Second indoor recreational facility (pool)
Total	\$ 51,679,034	\$	430,000	\$ 835,600	\$	49,513,434	

FY24											
Asset Class	Project	Budget	Funds Secured & Funds Already Paid	BSRAD	Funds to Raise	Notes					
Parks	Master Park Planning	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00						
Parks	Maintenance Building	\$1,600,000.00	\$ 622,539.00	\$ -	\$ 977,461.00	Elevate Request Denied					
Parks	Camp Big Sky Relocation	\$ 70,000.00	\$ -	\$ 70,000.00	\$ -						
Parks	Pump Track	\$ 133,000.00	\$ -	\$ -	\$ 133,000.00	SWMMBA to fund					
Parks	Skate Park	\$ 375,000.00	\$ -	\$ -	\$ 375,000.00	Verbal Pledge					
Parks	Playground	\$ 750,000.00	\$ -	\$500,000.00	\$ 250,000.00						
Parks	Relocate Sand Volleyball Co	ur \$ 20,000.00	\$ -	\$ 20,000.00	\$ -						
Parks	Baseball/Softball Fields	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00						
Parks	Relocating Storm Water	\$ 50,000.00	\$ -	\$ 50,000.00	\$ -						
Parks	Warming Hut	\$ 45,600.00	\$ -	\$ 45,600.00	\$ -						
Parks	Cover for Ice Rink	\$ 500,000.00	\$ 100,000.00	\$ -	\$ 400,000.00	Need Cost Estimate					
Trails	Coldsmoke Connection	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -						
Trails	Huff's Trek	\$ 300,000.00	\$ 300,000.00	\$ -	\$ -						
Trails	191 Connector	\$ 50,000.00	\$ -	\$ 50,000.00	\$ -						
Trails	New Trail Grooming	\$ 300,000.00	\$ -	\$ -	\$ 300,000.00						
Trails	Ousel Falls Safety	\$ 50,000.00	\$ -	\$ 50,000.00	\$ -						
Trails	Snowcat and trailer	\$ 310,433.50	\$ -	\$ -	\$ 310,433.50						
Trails	New Trail Signage	\$ 50,000.00	\$ -	\$ 50,000.00	\$ -						
	Total	\$3,134,033.50	\$ 430,000.00	\$835,600.00	\$ 1,868,433.50						

FY25

Asset Class	Project	Budget	Funds Secured & Funds Already Paid	BSRAD	Funds to Raise	Notes
Programs	Future indoor facility planning	\$ 250,000.00			\$ 250,000.00	
Parks	Bathroom Facilities	\$ 750,000.00			\$ 750,000.00	
Parks	Soccer Field grading	\$ 100,000.00			\$ 100,000.00	\$50K from storm water relocation in FY23.24
Parks	Synthetic soccer field	\$ 900,000.00				
Parks	Tennis and Pickleball expansio	\$ 800,000.00			\$ 800,000.00	
Parks	Additional Parking	\$ 125,000.00			\$ 125,000.00	
Parks	Rebuild Disc Golf Course	\$ 75,000.00			\$ 75,000.00	
Parks	Kircher Park improvements	\$ 100,000.00			\$ 100,000.00	
Parks	Southfork Park	\$4,500,000.00			\$4,500,000.00	
	Total	\$7,600,000.00	\$ -	\$ -	\$ 6,700,000.00	

FY26

Asset Class	Project	Budget	Funds Secured & Funds Already Paid	BSRAD	Funds to Raise	Notes
Parks	Purple Pipe Connection	\$ 100,000.00			\$ 100,000.00	_
Trails	20 miles of new trails	\$ 845,000.00			\$ 845,000.00 based on \$8,	/ft
	Total	\$ 945,000.00	\$ -	\$ -	\$ 945,000.00	_

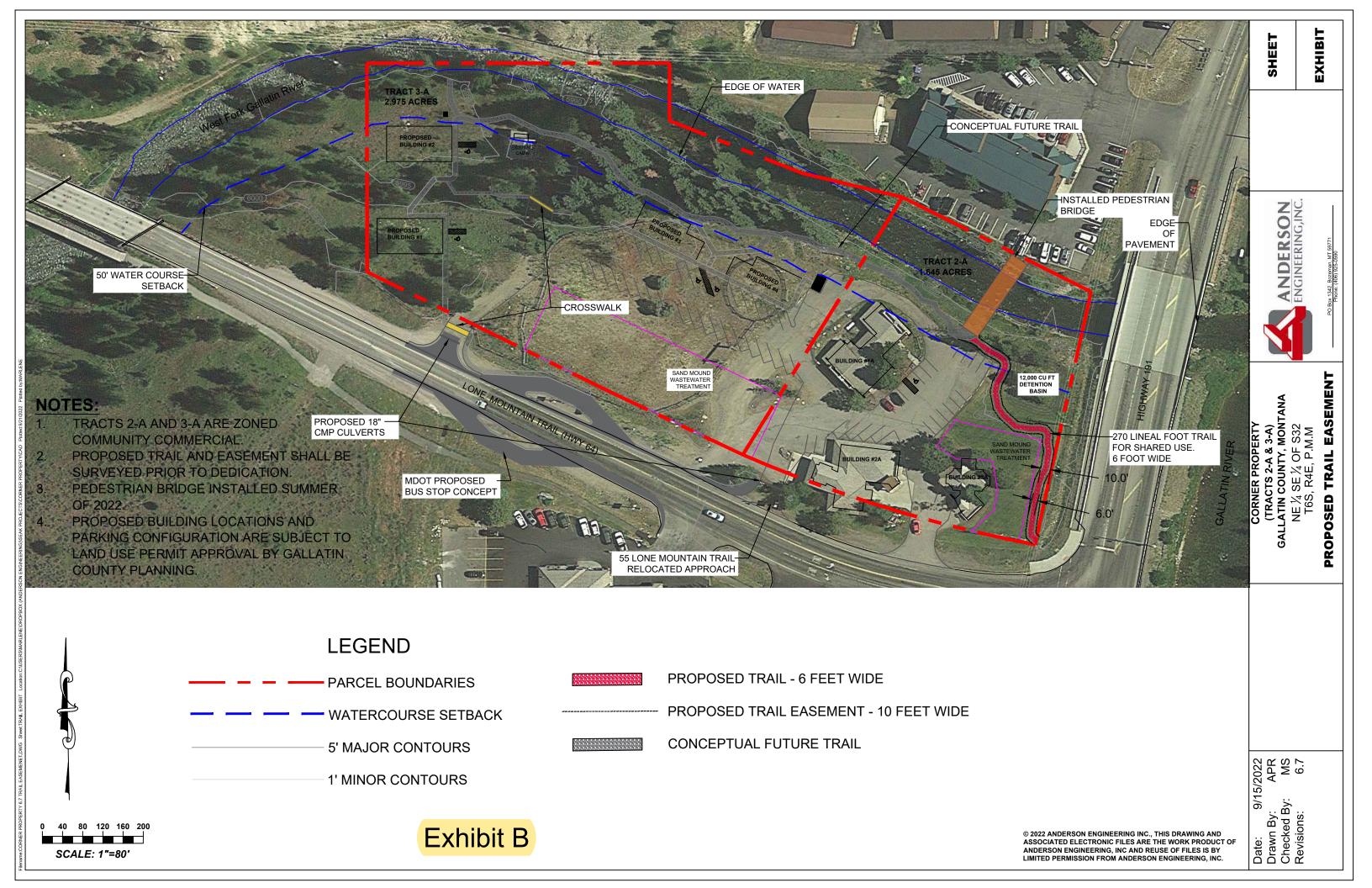
FY27

Asset Class	Project	Budget	Funds Secured & Funds Already Paid	BSRAD	F	unds to Raise	Notes
	Indoor Rec Facility \$	20,000,000	0		0 \$	20,000,000	
	Total \$	20,000,000	\$ - !	\$ -	\$	20,000,000.00	

FY28

Asset Class	Project	Budget	Funds Secured & Funds Already Paid	BS	RAD	Funds to Raise	Notes	
	Indoor Rec Facility	\$ 20,000,000	\$ -	\$	-	\$ 20,000,000		
	Total	\$ 20,000,000	\$ -	\$	_	\$ 20,000,000.00		

Project	Amount	Operations	Capital	Entity	Exhibit A
Community Park Implementation - Phase 1	\$718,000		Χ	BSCO	
New Accounting Software	\$75,000		Χ	BSCO	
Trail Project & Safety	\$150,000		Χ	BSCO	
Parks & Trails Equipment	\$115,000		Χ	BSCO	
BASE as Disaster Relief Shelter	\$100,000		Χ	BSCO	
Community Warming Hut and Green Room	\$50,000		Χ	BSCO	
Two-Way AV Communications Platform	\$50,000		Χ	BSCO	
Recreational Asset Maintenance	\$1,123,936	Χ		BSTRPD	





Sponsor: Big Sky Chamber of Commerce

Sponsor Questions:

- 1. Please provide the names and email addresses of the individuals that will be representing your organization at the Review Meetings:
 - a. June 5: Brad Niva: Brad@BigSkyChamber.com
 - b. June 8: Brad Niva: Brad@BigSkyChamber.com
- 2. It's great to see such an increase in your revenue sources. Can you elaborate on the amount of insurance commission revenue?

Being new in the insurance world we missed our forecast for revenue and now adjusted our internal revenue target. 85% of businesses renew their insurance effective January 1st of each year, then the remaining 15% on July 1st. When we launched this back on December 9, 2022, we were too late and didn't get anyone to sign up. Now going in the July renewal season, we've quoted 15 companies to date and anticipating better results going forward.

- 3. I see significant growth in your dues, fees, and sales from the Previous FY to the current FY, is this all-membership fees?
 - a. How can revenue from Membership continue to grow?

The increase in revenue is membership fees and sponsorships. The roll-out of the insurance plan will not only generate commission, but all companies on the plan must join the Big Sky Chamber so we expect significant membership increase once the program starts to produce. We've also hired a consultant who is helping us increase fees and bring our chamber dues up to industry standards.

BSCOC - Operations

Project Questions:

- 1. As the overall asks continue to grow and outpace the money available, I see you are working to decrease your ask for operations over the next few years, can you explain how you are hoping to do that? (and thank you for working on it!)
 - The overall goal of the Chamber is to be self-funded in operations by FY26 by increasing our revenue streams and cutting down our overhead. The increase in membership fees, sponsorship and the new insurance program are all contributing to be self-sufficient in regard to our regular operating goals.
- 2. How can you work to create goals and metrics for your operations to better align with SMART accountability?
 - Our actions over the last two years have been getting more aligned with SMART accountability. In our planning process the projects that we submit for BSRAD funding are evaluated through SMART Accountability to make sure we're on target with successful outcomes and that our staff time and energy is evaluated the same way.
- 3. Do you have deliverables expected of your staffing that you can provide to ensure you have a way to measure the effectiveness of this potential investment? If so, please explain.

Chamber staff is only 3.5 FTE's. CEO, VP of Business Development, Communication/Digital Manager, and our new Workforce Development Manager. Each of these roles have deliverables based on the job duties. An example would be "Workforce Development manager hosts 10 human resource roundtables with HR managers from a minimum of 10 Big Sky businesses and coordinates continuing education for these professionals" Another would be the "launch of Big Sky Futures with coordination with Lone Peak High School with eight presentations with over 24 guests' speakers coming to the school and speaking to the 10th thru 12th graders".

Development of Business Skills Programming

Project Questions:

- 1. Please explain the "other" direct expenses outlined in the project budget.
 - This is for room rental for the programming. The Wilson Hotel, BSCO or Bucks for meeting space.
- 2. Can you explain why the budget for this project decreases each year?
 - With the launch of Belonging In Big Sky the start-up costs of meetings, new website and community engagement in the beginning. Once launched we anticipate the cost of operating the program will decrease
- 3. How are you determining the priority of educational programming that our local businesses are wanting?
 - In our annual membership survey, we ask the members what additional training they are looking for. In our 1:1 meetings with members it's a common question. An example: we're noticing several Big Sky business owners are getting close to retirement. We hosted a training on "exit strategies for business owners" that was popular. We'll offer that again in the future because of its timeliness and interest.
- 4. How much does each of these areas of programming cost independently of each other?

 It varies based on venue, the speaker honorarium and length of training. Typical trainings are around \$1500 for a half day. On one occasion with a very popular speaker, it was full day at \$6000. We're partnering with Prospera more often to share expenses.
- 5. Can you list the programs provided in order of priority per your members?

We base popularity/success on the interest and registrations of each program.

- a. Managing with a Coach Approach Strategies to Effectively Develop Your Team with Karen Lum Met the limit of 30 attendees with a waitlist. Full day
- b. Lunch & Learn: Defining your Unique Leadership Culture with Purpose & Performance Group 16 attendees.
- c. Top 10 Business Law Headaches and How to Avoid Them with Attorney Kelley Lewis 15 attendees.
- d. Succession Planning for your Business Class with Joel Silverman of Silverman Law 13 attendees
- e. Roadmap to Language Access with Kendall Levinson 16 attendees
- f. Lunch & Learn: Connection, Belonging & Community with Purpose & Performance Group- 12 attendees.

We also hosted four trainings for human resource themed topics but had less than 5 attendees at each event. We realize this isn't a popular topic or the speaker wasn't desirable.

6. There is a 76% increase year over year for the same project. What is the main driver of this increase and what need justifies such a significant increase?

We combined Leadership Big Sky and Business Skill building under one umbrella for this year's application, hence the new higher number. We also added a new component which is Belonging In Big Sky which is a new additional line item on the budget.

Workforce Sustainability Research

Project Questions:

1. What will the outcome of this research be and how will it be implemented?

We anticipate three important new benchmarks will be established in this dataset.

- i. New mountain town cost of living analysis so we can compare ourselves to a comparable community: example: Jackson Hole, Sun Valley, Vail
- ii. Wage data for Big Sky workforce: What is an entry level worker being paid, what is a mid-level being paid, what is a schoolteacher being paid. We think this will give the community a good idea of what wage is required to survive in Big Sky.
- iii. Additional analysis of the workforce environment and well-being of our workforce.
- b. Will it result in new programming or capital needs?

It will give partners and the chamber of commerce a direction of where the immediate need is for future projects that may need BSRAD support.

2. Do you have local businesses that are willing to share data?

Once a contractor has been hired, we'll take recommendations on how to acquire this information. We anticipate local businesses and the data collected from BSRAD annual registration renewal to be valuable sources of information.

- 3. Have you considered charging a fee ONLY to those wanting the data if they DON'T participate? It could incentivize participation which would align with your goal of 300 businesses. Interesting idea. We haven't considered that. The end user of this data will be for the housing trust, childcare initiatives and be a trusted source for future grant applications. We will discuss with the chosen contractor on best steps forward to collect this data and sharing.
- 4. You note contract services of \$20k, who are you contracting with to obtain the data and package it?

 There are several providers who offer this service. Once funding is secured, we'll put out inquiries to choose the appropriate experts in this space. We've worked with Headwaters Economics, NRMMED and Econorthwest in the past. I anticipate one of them applying for this work.
- 5. How will you get this data out to those who can utilize it?

Big Sky is accumulating some top-notch data and we need to establish a shared location where it can live. The Chamber and BSRAD can work to form that website/depository of up-to-date data that all partners can use for their specific needs. For the time being the Chamber will share it with all through the coordinating council and host it on our website.



Sponsor: Big Sky Discovery Academy

Sponsor Questions:

- 1. Please provide the names and email addresses of the individuals that will be representing your organization at the Review Meetings:
 - a. June 5: Scott Poloff
 - b. June 8: Scott Poloff
- 2. Why the decrease in grants and direct revenue?

The decreases in Grant Funding is a result of whether or not we are awarded various grants on an annual basis. For example: 21-21 SY, we were awarded a \$37,500 from YCCF. Last year, we did not apply for the grant since we still had not hired the staff necessary to use the funding. So, that money was carried over.

The decrease in Direct Revenue is a result of enrollment number and the amount of tuition assistance that is being allocated to our families. Example: If a family of three, full-paying students withdrawal or relocate and they are replaced with three students who require financial assistance, then the revenue gained is less even though enrollment numbers may be similar.

3. How many months a year do you operate vs what staff is paid for? Your salary range seems to represent a full year, but the contracts are less than that. Please explain.

We operate on a normal 9- month school schedule the same as BSSD and other schools, both public and private, across the area. Our teachers are paid in 12 annual installments. This is also very common among both public and private schools in the region.

4. On your Sponsor Efficiency Worksheet: is your Tier 2 equivalent to a teacher or is that Tier 3? Please explain.

Tier 2 – Guidance Counselor; Assistant Head of Schools; Upper/Lower School Directors Tier 3 – Classroom Teacher

a. Also does your salary range also include the \$10k a year teachers get towards living expenses funded by private philanthropy?

No. The starting salary for teachers is \$40,000 (Tier 3). The starting salary for Administrator positions is \$60,000 (Tier 2). The amount of the stipends for housing and travel depends on fundraising and donations that are obtained during the school year.

Early Childhood Program & Tuition Assistance

Project Questions:

1. Please explain the \$100,000 of other funding outlined in your Project Budget.

\$14,000 - Classroom Curriculum, Furniture and Teaching Materials for a NEW classroom. \$18,750 - Rent/Cost and maintenance of Classroom space for Early Childhood Program. \$67,250 - Less than 25% of staff salaries & recruitment (5 staff) needed to run our Early Childhood Program or Less than %50 of staff salaries and recruitment for the NEW Classroom.

2. How many early childhood students do you have in the current school year vs the 36 you are planning for next year?

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2022 – 2023 School Year – 18 students
2023 – 2024 School Year – 36 students – One NEW Classroom to help meet a community need.
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3. As the overall asks continue to grow and outpace the money available how can you work to decrease your ask of BSRAD related to this project's costs?

As the program grows and we can continue to maintain enrollment at the projected levels, the ask will decrease. As with any new project/initiative, the funding needed to build it is higher in the beginning phases.

4. Why should public dollars pay to cover costs related to payroll and benefits at a private school?

The money raised for Resort Tax comes from public dollars that raised through the spending of Discovery Academy, its staff and families. BSRAD and the local community have clearly stated that there is a need for Early Childhood Programming. So, we are working toward helping meet the needs of the Big Sky Community.

While we are a private school, we are still a non-profit, educational institution, the same as Morningstar, who also charges a tuition for families to attend. With that premise in mind, we believe that there should be equal funding for each institution's Early Childhood Programming.

We are not asking for any contributions toward our Elementary, Middle School or High School Programming.

5. Would you consider expanding your program to meet the needs of full-time working families who work longer than 7-hour workdays and 9 months a year?

We are always open to the idea of growing the school and our programming to meet the needs of the community. We are currently with BASE/BSCO for afterschool programming. Instead of having two organizations provide programming, we are asking out families to enroll their children at BASE to help them grow their current programming. For the summer months, it is our goal to offer summer programming in the summer of 2024. For the upcoming summer, we have working with YCCF and an agency in Bozeman to provide programming at Discovery Academy.

6. How do you define the difference between an early learning program and a childcare program?

Our Early Learning Program follows the American Montessori Curriculum that has been used across the United States for over 100 years. All of our staff have certifications in either Montessori Education or Early Childhood/Elementary Education. The program is 5 days and week and consists of a full-day of educational learning. Childcare programs do not have all of these components. Often, child-care is part-time or part-day and staff members are often parents or individuals who do not have the necessary certifications.

7. How do you determine the need for your assistance? Is it off AMI or % income?

We use a program called FACTS (https://factsmgt.com/). This is the same financial assistance program that is used at Morningstar. The program requires parents to submit their prior year earning and expenses. Based on the information that is verified by FACTS, we are then provided with an amount that the program believes that each parent/family should be able to pay.

8. What is the hourly rate for a child to be enrolled in your program?

\$16,000 annually / 1092 hours = \$14.65 per hour

9. There is a 431% increase year over year for the same project. What is the main driver of this increase and what need justifies such a significant increase?

Historically, Discovery Academy has employed part time staff, many of which did not have the proper credentials to teach in a Montessori Classroom. In addition, it has offered enrollment to part-time students who did not need the amount of tuition assistance that a full-time student would require.

Over the past two years, we have made it a goal to recruit and retain teachers who are credentialed to ensure that our families and students are receiving a high-quality education. This shift to full-time staff and higher quality programming has resulted in the doubling of our Early Childhood enrollment. With this growth and expansion comes higher costs of running the program as well as amount of financial assistance needed for those families that apply.

This year we will be expanding enrollment from 18 to 36 and staffing from 2 FT Staff to 5 FT Staff.

10. I just want to make sure my math is correct: 36 total students; 170k request = about \$4700/student/year requested from BSRAD. Please confirm.

It is all in how you want to look at the math.

\$70,000 is for tuition assistance to help provide equal access to all families who want to choose to attend Discovery. After reviewing of current applications, \$70,000 will not cover the entire amount of scholarship funding necessary. We are anticipating a need of \$90,000 in tuition assistance to meet the needs of our incoming Early Childhood families.

\$100,000 for 36 students = \$2,778 per student for the 23-24 SY.



Sponsor: Big Sky Skijoring Association

Sponsor Questions:

- 1. Please provide the names and email addresses of the individuals that will be representing your organization at the Review Meetings:
 - a. June 6: Justa Adams, 1 additional representative (TBD)
 - b. June 8: Justa Adams/ 1 additional representative (TBD)
- 2. The budget currently shows revenue outpacing expenses. Can you explain why you would need BSRAD funding?

Please see our attached updated budget which includes insurance and other purchases that address this discrepancy.

3. How will this funding impact the event in comparison to the last couple of years the event has run without BSRAD support?

These funds will give us the opportunity to invest in assets that will improve the event and increase attendance in years to come.

Best in the West Showdown Annual Skijoring Event

Project Questions:

1. Will this event be insured?

Yes- added this line item to budget document (see attached). We have been insured every year for this event and will maintain insurance going forward.

2. The expenses for the project appear to be \$159k with budgeted revenue of \$204k excluding BSRAD request. Please explain why BSRAD funding is needed.

Our goal for 2024 is to rent a jumbotron to increase the visibility of the course to all attendees and improve the guest experience. This has also been added to our budget (see attached)

3. You mention the purchase of assets, can you explain?

Our goal in the coming years is to purchase improved fencing to help improve the safety and security of the event site. Our current fencing is not as strong as it could be, and we also borrow a good portion from BSSEF. If future resources allow, we intend to purchase our own jumbotron which could also be a great asset to the Big Sky community. The last expense would be for new two way radios which we currently borrow from BSSEF.

4. Do you know the economic impact that an event with 4,000 spectators will have on the community? At a minimum how much Resort Tax will be generated from this event (knowing that tickets are not taxable)?

Most of our attendees and competitors came from outside of Big Sky and spent money on local lodging and dining. Additionally, we have feedback that these visitors also purchased ski tickets and frequented local retailers in Big Sky during their stay.

5. Has attendance steadily increased? How much?

Yes, attendance increased from 3K spectators to over 4k from 2021-2023 and we anticipate the event to grow more this year based on the overwhelmingly positive response to the event in the community.

Project Name as listed on Application:

Funding Cash only, not including In-Kind	FY24 Request (7/1/23-6/30/24)	FY25 Forecasted Request (7/1/24-6/30/25)	FY26 Forecasted Request (7/1/25-6/30/26)	FY24 Matching Funds % Used for Scoring
Resort Tax*				0%
Other Public Funding				0%
Private Donations				0%
Corporate Donations & Sponsorships	\$ 58,124			28%
Grants	\$ 10,000			5%
Events (ticket sales)	\$ 66,803			33%
Dues, Fees, Sales (Merchandise Sales)	\$ 47,908			23%
COVID-19 Relief				0%
Other (Calcutta Cut & Registration)	\$ 21,775			11%
TOTAL	\$ 204,610	\$ -	\$ -	100%

*Ensure numbers provided match application

Expenses	FY24 Request**	FY24 Total Project	**List line item detail of your Resort Tax request				
DIRECT			Direct: Program Expenses reporte in section IX on a 990				
Contract Services	\$ 10,769		III Section IX on a 990				
Property Acquisition							
Marketing, Advertising, and Communications	\$ 24,643						
Materials and Supplies	\$ 85,420						
Payroll and Benefits							
Repairs and Maintenance							
Scholarships and Financial Assistance							
Travel							
Other (Overall/Day Money Payouts)	\$ 38,296						
Subtotal	\$ 159,128	\$ -					
INDIRECT			Indirect: Management & General				
INDIRECT Contract Services			(and potentially Fundraising)				
	\$ 1,000		(and potentially Fundraising) Expenses reported in section IX on a				
Contract Services	\$ 1,000		(and potentially Fundraising)				
Contract Services Insurance (Liability, D&O, Vehicle, Umbrella, etc)	\$ 1,000		(and potentially Fundraising) Expenses reported in section IX on a				
Contract Services Insurance (Liability, D&O, Vehicle, Umbrella, etc) Marketing, Advertising, and Communications Memberships (Industry and Trade Organizations) Office Expenses	\$ 1,000		(and potentially Fundraising) Expenses reported in section IX on a				
Contract Services Insurance (Liability, D&O, Vehicle, Umbrella, etc) Marketing, Advertising, and Communications Memberships (Industry and Trade Organizations)	\$ 1,000		(and potentially Fundraising) Expenses reported in section IX on a				
Contract Services Insurance (Liability, D&O, Vehicle, Umbrella, etc) Marketing, Advertising, and Communications Memberships (Industry and Trade Organizations) Office Expenses	\$ 1,000		(and potentially Fundraising) Expenses reported in section IX on a				
Contract Services Insurance (Liability, D&O, Vehicle, Umbrella, etc) Marketing, Advertising, and Communications Memberships (Industry and Trade Organizations) Office Expenses Payroll and Benefits	\$ 1,000		(and potentially Fundraising) Expenses reported in section IX on a				
Contract Services Insurance (Liability, D&O, Vehicle, Umbrella, etc) Marketing, Advertising, and Communications Memberships (Industry and Trade Organizations) Office Expenses Payroll and Benefits Rent and Mortgage	\$ 1,000		(and potentially Fundraising) Expenses reported in section IX on a				
Contract Services Insurance (Liability, D&O, Vehicle, Umbrella, etc) Marketing, Advertising, and Communications Memberships (Industry and Trade Organizations) Office Expenses Payroll and Benefits Rent and Mortgage Repairs and Maintenance Sponsorships Travel & Training			(and potentially Fundraising) Expenses reported in section IX on a				
Contract Services Insurance (Liability, D&O, Vehicle, Umbrella, etc) Marketing, Advertising, and Communications Memberships (Industry and Trade Organizations) Office Expenses Payroll and Benefits Rent and Mortgage Repairs and Maintenance Sponsorships Travel & Training Other****	\$ 50,000		(and potentially Fundraising) Expenses reported in section IX on a				
Contract Services Insurance (Liability, D&O, Vehicle, Umbrella, etc) Marketing, Advertising, and Communications Memberships (Industry and Trade Organizations) Office Expenses Payroll and Benefits Rent and Mortgage Repairs and Maintenance Sponsorships Travel & Training		\$ -	(and potentially Fundraising) Expenses reported in section IX on a				

***Other-Funding:			

*****Other-Expenses *Outline Direct v Indirect*: Jumbotron rental to increase event visibility throughout the event grounds.



Sponsor: Big Sky Trails, Recreation, and Parks District

Sponsor Questions:

- 1. Please provide the names and email addresses of the individuals that will be representing your organization at the Review Meetings:
 - a. June 6: Al Malinowski al mal@yahoo.com, Whitney Montgomery whitney@bsco.org
 - b. June 8: Al Malinowski al mal@yahoo.com, Whitney Montgomery whitney@bsco.org
- 2. When is the anticipated date the organization will be going to the County Commissioners to ask for an assessment from property owners? (This would be a great request to have at the fall Joint County Commission meeting).

Public outreach for the assessment will begin immediately following the allocation meetings. On May 26th, BSTRP 's budget will be submitted to Gallatin County. The assessment was presented by Al Malinowski at the Joint County Commission meeting on May 3rd and will be decided by the commission when they review the budget in early July.

3. Since BSCO's FY24 requests are all capital in nature, please confirm that no Operating funds are being requested by BSCO and are funneled through the District.

BSCO's application is only for capital projects. Operating and maintenance funds for Parks & Trails maintenance along with funds to protect the BASE asset should the doors be closed are requested through BSTRP.

4. Can you please provide the last 5 years of O&M costs for both the Parks District AND the BSCO combined? I am trying to understand the trend and where this is headed, especially as more CAPEX projects are proposed by BSCO.

Please see Exhibit A

Recreational Asset Maintenance

Project Questions:

1. Your Project Budget does not include other public funding for FY25 & FY26, but you are pursuing an assessment. How does that funding change future revenues?

The assessment needs to be approved each year by the counties, BSTRP will be requesting full funding from Resort Tax each year. Once the counties approve the assessment each year, BSTRP will immediately notify the Resort Tax and not request reimbursement for approximately ½ of the funding.

2. Why did the District choose to add BASE systems into the assessment rather than keep it related to parks and trails?

The Big Sky Trails, Recreation, and Parks District does not just handle the parks and the trails but, all recreation which would include indoor recreation such as BASE. In consultation with Danny, we were directed to include BASE.

3. If you were to remove all items related to BASE what would the cost be?

\$844.676

- **4.** You mention HOA dues, property taxes, and TCOA dues, is this for the BASE building? No, we have HOA dues, taxes, TCOA on some of our parks as well.
- 5. As the overall asks continue to grow and outpace the money available how can you work to move the assessment option within the current fiscal year?

The intent is for the two commissions to approve the assessment to be on the property tax bills that are issued at the end of calendar year 2023.

6. You mention that in an incorporated municipality this would be funded by local taxes, what would that cost be per \$100k of taxable value for property owners? Feel free to use Bozeman as a comparison.

The below reflect Bozeman numbers:

```
$0.018: Assessment per square foot of the lot
$135.00: Average lot (7,500 sq ft) assessment (Year 1)
$159.30: Average lot assessment (Year 2)
$170.78: Average lot assessment (Year 3)
$179.31: Average lot assessment (Year 4)
$184.69: Average lot assessment (Year 5)
```

- 7. What percentage of total operations of all parks & trails and BASE does this request cover? 48%
 - a. Are there any additional revenue sources covering any of the operations of these assets?

Yes, BASE pass holder fees cover 69% of the BASE specific operating costs. Other revenue is made up of grant funding and fundraising. The BASE expenses requested by BSTRP equals 15% of the total operating budget for BASE for FY24.

8. Please break down staff positions and % of their total wage this request is asking for, so we can understand what portion of BSCO staffing expenses this is covering.

This request is consistent with BSCO's prior years requests. This includes Parks and Trails Maintenance – 100% and administrative staff for maintenance – 40%

9. Are there any other expenses that are similar within BSCO's request to BSRAD or have shared requests between the two different applications? With two requests funding the same organization's work, I think it is critical these two budgets are shared in detail.

No, all BSCO's FY24 projects are capital and infrastructure and do not include any administrative or current operating expenses organization wide, including BASE.

10. This increase is 9% greater than last year for the same services, please explain what the main driver of this increase is and how you plan to minimize similar growth rates over time for these public services.

BSCO continues to add to the parks, trails and recreation offered to the community. This increase is a result in the addition of assets, the increased use of assets as well as overall increase in inflation rates across the country for livable wages for maintenance staff, materials, and supplies to maintain the assets.

11. What is your sustainability plan for these operations currently with such a heavy reliance on BSRAD funding?

If one does not exist, would you be willing to work together to create one in partnership with BSCO & BSRAD?

Following the request from the BSRAD Board of Directors, BSCO has worked diligently to formalize a partnership with Big Sky Trails, Recreation and Parks District to reduce 100% reliance on BSRAD. BSTRP's interlocal agreement allows for a per parcel assessment to be implemented if approved by both county commissions.

12. Were there any cost savings/expenses to our community by utilizing the district as the collector of BSRAD funds?

No

13. There is a 59% increase year over compared to last year's request from BSCO for operations and maintenance. What is the main driver of this increase and what need justifies such a significant increase?

This request includes BSCO's Parks and Trails maintenance and the cost to protect the BASE asset should the doors close. Last year, BSCO's Parks and Trails Operation award was \$708,000 and BASE, to protect the asset should the doors close was \$316,552 for a combined total of \$1,024,552. This is less than a 10% increase when combined (9.7%). The BASE portion of this request is lower than last year (279,260 which is 15% of the overall BASE Operations and Maintenance budget for FY24 versus \$316,552 for FY23). Given the 8.7% rate of inflation and the increase in overall assets for BSCO, we feel this increase is reasonable.

		YTD FY23	FY22		FY21		FY20	FY19		FY18
BSTRP**	\$	-	\$ -	\$	-	\$	-	\$ -	\$	-
BSCO	Ś	2.427.991.81	\$ 2,099,889.97	Ś	1.128.957.18	Ś	910.135.94	\$ 837,023.89	Ś	856.355.00

^{**} BSTRP received \$5K in FY19 and \$25K in FY22 for funding legal assistance and consultants to expand the district and obtain assistance for consultants to investigate the process for an assessment for property owners in the BSTRP district and community outreach.

Exhibit A



FY24 DISTRICT QUESTIONS

Sponsor: Big Sky Water and Sewer District

Sponsor Questions:

- 1. Please provide the names and email addresses of the individuals that will be representing your organization at the Review Meetings:
 - a. June 5: Ron Edwards
 - b. June 8: Terry Smith & Ron Edwards (Remote)
- 2. How much in legal fees did you spend last year and are your requests directly attributable to this?

In fiscal year 2021 the District spent \$1,093,175.68 and \$304,198.33 for fiscal year 2022. Total legal cost since 2020 is \$1,781,101.76.

- 3. Your requests are Capital in nature, do you have a Capital Improvement Plan?
 - a. If yes, please attach it with your responses.

Updated capital plan is attached.

Centrifuge Sludge Press

Project Questions:

1. What is the annual income to BSSWD from selling the compost to generate revenue?

\$200-\$1000. It is not a major revenue source. It is consistent with the District's long standing reuse practices. All municipal sludge is composted in Big Sky which eliminates trucking sludge down the canyon to the Logan landfill.

2. As the overall asks continue to grow and outpace the money available how can you work to decrease your ask of BSRAD related to this project's costs?

Our second request for the water tank has been lowered from \$300,000 to \$60,000. We could continue to use the existing sludge belt press for a few more years.

3. Is there a way to get a 1:1 match for your project?

Not until the new MBR plant is complete which is scheduled for the 4th quarter of 2024.

4. What other alternatives does BSSWD have to fund this request?

Asset replacement funds in part. The original belt press was installed for \$250,000 in 2002. It is fully depreciated so the District has collected funds for its replacement. The costs for the new equipment is considerably higher.

5. How do you fund other capital expenses and equipment replacement within the WSD?

Asset replacement funds in part. The original belt press was installed for \$250,000 in 2002. It is fully depreciated so the District has collected funds for its replacement. The costs for the new equipment is considerably higher.

6. When was the need for this project identified?

In the planning stage of the new MBR plant. It was included in the original engineering bid documents. It was not awarded in January of 2021 due to overall bid costs coming in considerably higher than the engineer's project estimate.

7. Does the existing belt press still work?

Yes, it does work. The belt press is twenty years old and will need to be replaced eventually.

Water Tank Land Acquisition

Project Questions:

1. Historically we have worked together to fund some of these projects on a percentage based on the number of users in the BSRAD boundary. Why is the request to fully fund rather than for a percentage?

This was the "worst case" cost used for our application. The District received the appraised value for the land from Northwestern Energy since the filing of our application. The updated cost of the land is \$60,000. The District will still have geotechnical site assessment, legal and surveying work to do as part of the land acquisition. None of those costs are included. The District requests that the application be reduced from \$300,000 to \$60,000.

2. Do we currently have a water tank somewhere or would this be a completely new asset to our community?

The District has a 250,000 gallon steel water tank above Sweetgrass Hills. This tank is 50 years old. The new land is further up the hill which works well for replacing the old tank. It can remain in service while a new 1,000,000 gallon tank is constructed in the future. The old tank would eventually be taken down.

3. When was the need for this project identified?

We do not have a build schedule at this time. The new tank will need to be engineered for the site. The need for the request is being driven by the availability of the land, which in Big Sky is usually the hardest part.

4. What other alternatives does BSSWD have to fund this request?

Reserves

5. What is the "estimated cost" for the land acquisition?

Land has been reduced from our original estimate to the appraised value of \$60,000. Support costs for legal, surveying and geotechnical site evaluation are estimated at \$20,000 which the District plans to pay for.

B CAPITAL BUDGET 2023 - 2024

SEWER OPERATIONS - Capital Items		Est Cost	
Chief Joseph East Side Sewer Main Replacement	\$	175,000	
Manhole Monitoring Devices			
Additional Booster Station Engineering			
FOG Design Engineering			
New Plant Project		15,000,000	
New Sewer Truck		65,000	
Computers		0	
Sewer Mains		100,000	
Sewer Collection System Modeling		50,000	
TOTALS	\$	15,390,000	
Sources Funding for the Sewer Capital Projects and Items		Amounts	
FSB Loan	\$	18,500,000	
Plant Investment Charges Through 6/30/2023	\$	1,838,855	
Sewer Asset Replacement Fund		5,567,253	
Projected Asset Replacement Additon 23-24		725,000	
Sewer Restricted Operating Reserves		71,098	
Plant Investment Charges 2023-2024		400,000	
		0	
		147.000.000	
Sewer Capital Projects and listed Items		(15,390,000)	

WATER OPERATIONS - Capital Items		Est Cost	
Chief Joseph Water Main Ext with new PRV	\$	100,000	
Back up Generator Hill & Cascade Booster Stations		50,000	
Mueler Leak Detection		80,000	
Land for New Water Tank		60,000	
Additional Funds Well Project		65,000	
New PRV - Mountain/Meadow Water Line		120,000	
Stillwater Services with Pits		62,000	
Production Well Meters: Cascade 6, Meadow 1 & 3, Sweetgrass Booster, & Mountain 2		70,000	
Mountain Well Exploration	-	75,000	
Fire Hydrant Replacements (5)		25,000	
Cascade Mtn Village Improvements		96,000	
TOTALS	\$	803,000	
Sources Funding for the Water Capital Projects and Items		Amounts	
System Investment Charges 6-30-2023	S	233,837	
Water Asset Replacement Fund	\$	1,310,404	
Projected Asset Replacement Additon 2023-2024		485,000	
Water Restricted Operating Reserves		201,580	
System Investment Charges 2023-2024		150,000	
Water Capital Projects and listed Items		(803,000)	
Balance Remaining to Water Capital Items	\$	1,427,821	



FY24 DISTRICT QUESTIONS

Sponsor: Center for Large Landscape Conservation

Sponsor Questions:

- 1. Please provide the names and email addresses of the individuals that will be representing your organization at the Review Meetings:
 - June 6: Deb Davidson (<u>deb@largelandscapes.org</u>); Liz Fairbank
 (<u>liz@largelandscapes.org</u>); and Abigail Breuer (<u>abigail@largelandscpes.org</u>)
 - b. June 8: Kathy Perkes (kathy@largelandscapes.org) and Abigail Breuer (abigail@largelandscapes.org); Liz Fairbank (liz@largelandscapes.org) will attend if her flights that day are on time and allow her to do so.
- 2. When will the previously funded plan be available to the public?

We will publish the Wildlife & Transportation Assessment report in late June. Because of the degree of interest generated by highly visible wildlife-vehicle collisions over the past year, and the number of carcasses evident during snow melt, we are currently putting together associated materials to assist with the release of the detailed report.

US-191/MT-64 Assessment: Action Plan Development

Project Questions:

- 1. What will the outcomes of this plan be and how will they be implemented?
 - a. Will it result in new programming or capital needs?

The Action Plan process will prepare one or more wildlife accommodation project(s) for submission to the Montana Wildlife and Transportation Project Program (see https://www.mdt.mt.gov/pubinvolve/mwt/program.aspx), the state's first-ever option for stand-alone wildlife infrastructure efforts, within the grant period. The project(s) can then be promoted for investment under the Infrastructure Investment and Jobs Act (IIJA) by the Montana Department of Transportation. Together with stakeholders, we will identify and initiate work on start to finish steps to achieve shovel-ready projects at the priority sites identified by the Wildlife & Transportation Assessment. While \$350 million is available via the Wildlife Crossings Pilot Program, along with additional funding possibilities under the IIJA, a 15-20% non-federal match is usually required. We will identify prospective match possibilities as part of the Action Plan; its development will allow for community vetting and provide transparency in the selection of specific measures to pursue.

2. As the overall asks continue to grow and outpace the money available how can you work to decrease your ask of BSRAD related to this project's costs?

Our role is time-limited; by putting together an effective, community-supported Action Plan in FY24, we can bring in partners to work on specific implementation needs from design and engineering requirements to landowner and agency agreements to matching funds development. Without a written Action Plan, however, we will be limited in our ability to harness the energy around wildlife-vehicle

conflict in a strategic manner. Through Action Plan development, we will build a coalition of interests, organizations and agencies to achieve high impact through collective action.

3. Is there a way to get to a 1:1 match for your project?

Now that the Assessment has been completed, and we have robust information on options to pursue throughout the study area, we hope to garner increased support. We continue to seek additional funds and are applying to the Rieschel Foundation, along with the Yellowstone Club Community Foundation. The Moonlight Community Foundation has already approved our request. We have also submitted a proposal to the Cinnabar Foundation and described the project's goals to the Turner Foundation. Further, we will apply to the Cross Charitable Foundation during its upcoming fall cycle, if invited to do so, and described the Assessment to its board last year. Yet, planning--no matter how essential--is less appealing to most funders than direct implementation.

- 4. Does this action plan only entail the findings from the assessment within the BSRAD boundaries?
 - a. If so, how are you addressing the needs you identified outside of our district boundaries

No. We will address the full study area by bringing together community leaders from Big Sky, Gallatin Gateway, West Yellowstone, Gallatin County, and critical agencies (Montana Fish, Wildlife and Parks, Montana Department of Transportation, US Forest Service, Federal Highway Administration, National Park Service, Interagency Grizzly Bear Study Team, US Fish and Wildlife Service) to codify a unified vision and identify specific activities to achieve wildlife accommodations from Four Corners to West Yellowstone. Making US-191 and MT-64 safer for travelers and wildlife is a multi-year, multi-site proposition that will take collective action to bring about; there is no single location that can provide human safety and wildlife permeability across the study area or within the BSRAD boundaries. The goal of the Action Plan is to determine a stepwise manner to pursue shorter-term (2-5 year) and longer-term (>5 yr) goals based upon the Assessment's recommendations for mitigation at priority sites in light of community interest, design requirements, and funding opportunities.

5. Will this action plan provide identified sites, recommended crossing types, and an estimated budget for each with a prioritization on timing?

The completed Wildlife & Transportation Assessment identifies priority sites and recommends crossing types, along with other types of measures. The proposed Action Plan will identify the start to finish steps to achieve implementation of specific measures and include a timeline, estimated budget, and funding opportunities for a suite of projects selected through a transparent process of community outreach and agency involvement. Activities to achieve implementation of at least one of the Action Plan's recommended projects will also be initiated during the grant period.

6. In other Montana communities, where has the funding come from to pay for these types of wildlife crossing structures? Please provide a couple of examples.

Beyond a portion of US-93 in Northwest Montana, which travels through the Flathead Indian Reservation, Montana doesn't have an example of a route designed to enable wildlife movement and improve traveler safety across its length; as with most crossings in the U.S., those on US-93 were funded through federal transportation programs, which often require a 20% non-federal match. In 2022,

Flathead County gained engineering design funding from a new federal Bridge Investment Program to enhance aquatic passage under four aging bridges. More than ten years prior, along MT-206, a coalition of landowners, nonprofits and Flathead County partnered to match funds from a federal transportation program to develop an underpass and associated fencing to serve both livestock and wildlife. We expect that the Montana Department of Transportation will look to similar programs to fund the anticipated Cougar Creek Bridge replacement, which is expected to include a longer and wider bridge deck to better accommodate the creek channel beneath. Non-federal matching requirements are often met through public-private partnerships among multiple public agencies, towns and counties, and nonprofit coalitions. The Infrastructure Investment and Jobs Act of 2021 expanded eligibility for investments in habitat connectivity and traveler safety across multiple funding streams, ushering in a new era for funding for wildlife accommodation efforts. This includes the Wildlife Crossings Pilot Program, a new \$350 million dollar competitive grant program specifically for wildlife crossings. The US-191/MT-64 Wildlife & Transportation Assessment report describes nine grant programs and five formula funding programs (which are those that are allocated regularly to states) under which projects may be eligible.

7. Do you have any opposers of this work within your constituents?

Over the course of the Assessment, we have almost solely encountered support from the public, and we have built trust and goodwill among participating agency stakeholders. At the same time, we are aware that design specifics—especially the use of fencing to achieve 85% or more reduction in collisions with wildlife in concert with dedicated wildlife crossing structures (e.g. specially-designed bridges, culverts or other types of underpasses and overpasses)—is sometimes considered objectionable. For this reason, public outreach and greater knowledge-sharing is part of Action Plan development. Because decision-makers will move forward according to the will of the people, our role is provide the best insight we can into effective options for the dual goals of increasing traveler safety and conserving wildlife movement.

8. My recollection is we funded this plan a couple of years ago and the forecast was for zero funds needed after the study was complete. Now it looks like this is turning into an annuity. Can you please provide a brief history of funding requested amounts? Please explain why more money is needed in 25 and 26 once the plan is complete.

The Wildlife & Transportation Assessment is a comprehensive planning document and a stand-alone product that can be used to guide action along US-191 and MT-64 for the foreseeable future; the Assessment was funded with allocations from BSRAD (\$15,000 in FY21 and \$50,000 in FY22) and matching funds from SURTCOM (Small Rural, Urban Tribal Center on Mobility) at MSU/Western Transportation Institute, along with funds from the Volgenau Foundation, the Moonlight Community and Yellowstone Club Community Foundations and individual donor support. Our request for support for Action Plan development, and to achieve critical steps toward implementation of specific projects based on the Action Plan in FY25 and FY26, stems from our success in bringing together eight public entities in developing a new model for landscape-level planning of wildlife crossings in Montana; this led to specific requests by the County and Montana Department of Transportation for implementation assistance in light of the new Wildlife Crossings Pilot Program of the Infrastructure Investment and Jobs Act (which is now in the second year of a five-year authorization). Further, BSRAD staff has encouraged us to consider serving as a convener to move the results of the Assessment forward. Collectively, these entities have emphasized the need for support to put together successful application(s) to the Wildlife Crossings Pilot program.



FY24 DISTRICT QUESTIONS

FOL UPDATE

I am writing on behalf (as the current chair) of the Friends of the Big Sky Community Library. The library has gone through a massive period of transition for the last few months. Specifically, in the last week the interim executive director resigned effective immediately. As the chair, my most immediate goal is to ensure that the existing staff and programming are secure. Additionally, we are looking to find executive support to provide long term leadership support for the operation, this may be a part time or full time position depending on the candidate pool and available funding.

As a result of this unforeseen last minute transition, I engaged resort tax staff and your board chair to update them on the situation. I did my best to answer your questions that were submitted to the library for FY24 application. Several of the questions require a level of detail of which would have been most suited for our recent interim E.D. to answer. However, with their departure I am left with a few gaps that I will work towards getting answered by June 5th - you can see those questions highlighted below in red.

I will continue to keep staff and your board chair apprised of the situation in coming weeks. I ask for your support and patience with the library during this time as we work through these next big steps.

-Liz McFadden

Friends of the Big Sky Community Library

Sponsor Questions:

- 1. Please provide the names and email addresses of the individuals that will be representing your organization at the Review Meetings:
 - a. June 5: Liz McFadden chair@bigskylibrary.com

 Deb Lahey deborahlahey@gmail.com
 - b. June 8: Liz McFadden chair@bigskylibrary.com
- 2. Can you explain the decrease in donations?
- 3. Do you have an agreement with the school for the space and if so for how long?

 Yes, a verbal agreement with the school board. As long as needed until the library finds a new home.
- **4.** Do you have information related to the number of library card holders? Please share if you do. 3,043 (1,773 community and 1,270 students, teachers and staff)
- 5. You have an overall increase in ask of 39% do you have the capacity to execute this large of an increase?
- 6. Your current FY budget income shows a growth of 45% from the previous FY, what is the main driver of this growth in revenue and expenses? Please explain.

Big Sky Community Library Operations

Project Questions:

- 1. There is a 27% increase year over year for the same project. What is the main driver of this increase and what need justifies such a significant increase?
- 2. Can you share your operating plan within the current location?

The library is currently open at nights and during the day on Saturdays. As we move into summer the library will have day and night hours. The school has hired a safety marshall which will allow the library to be open during day time hours next school year as well.

3. Have you grown your library card holder base over the past 3 years?

The system in place used to track library card holders does not currently give us information on how many card holders have signed up year after year but only gives the current number of cardholders.

- 4. Do you have an active vs inactive cardholder data set? If so, please share.
 - There are 34 inactive card holders.
- 5. Are your other revenue streams growing at a similar rate of increase as you are asking of BSRAD for your operations?
 - a. If not, why?

Library Programming and Services

Project Questions:

1. Do you have programming data about how many people attend your various programs? If so, please share.

Storytime was 1x a week last summer, this fall it was held 2x a week at BASE on Monday and Friday. Attendance varies between 10-35 parents & children

Big Sky Besties is 1x a week at the library on Friday PM. Attendance varies from 5-15 parents & children

Book Club was a new program as of 3 months ago. 3-6 people 1x a month, held at the library. Going to try to partner with other various organizations to try and get the numbers up Page to Screen - summertime movies. These will be held inside BASE and outside in Len Hill Park

- 2. There is a 14% increase year over year for the same project. What is the main driver of this increase and what need justifies such a significant increase?
- 3. Have these programs been previously offered by the library?
 - a. If so, how were they paid for and how are you measuring their impact within the community?

Yes, most been offered before. MCF, SPCF and YCCF have helped pay for these projects in the past.

Library District Preparation and Ballot

Project Questions:

1. Have you identified a consultant that is available to assist with this?

We have been in touch with James Rachilin with Meristem Advisors to assist with feasibility study and financial analysis for the library.

2. My understanding is that there is already a library district in Big Sky on the Madison County side, would this District replace that one?

Yes, the idea would be that the Madison County side of Big Sky would pay their taxes to the Friends of the Community Library and Big Sky would have one library district for the Madison and Gallatin parts of town.

3. Are there any other potential funding sources for this? Not at this time.

4. Is the amount requested based on a quote from a consultant or something specific?



FY24 DISTRICT QUESTIONS

Sponsor: Gallatin Invasive Species Alliance

Sponsor Questions:

- 1. Please provide the names and email addresses of the individuals that will be representing your organization at the Review Meetings:
 - a. June 6: Jennifer Mohler, jen@gallatinisa.org
 - b. June 8: Jennifer Mohler, jen@gallatinisa.org
- 2. Please explain your decrease in all revenue excluding BSRAD.

GISA has not had a decrease in all revenue, in fact, we have seen an increase year over year (except for 2020-2021 when we heeded BSRAD's call to reduce funding requests).

		GISA Revenue	!
	20-21	21-22	22-23 *to date
RT	\$28,091.00	\$73,076.81	\$89,831.58
Foundations / Org	\$27,000.00	\$28,836.87	\$44,898.14
Gov	\$34,073.00	\$23,275.00	\$22,617.80
Fundraising	\$14,673.02	\$25,696.30	\$32,953.75
In Kind	\$63,157.41	\$73,807.83	\$64,404.30
Other	\$846.20		
RE	\$11.19	-	
	\$167,851.82	\$224,692.81	\$254,705.57
w/o RT & Inkind	\$76,603.41	\$77,808.17	\$100,469.69

A guess as to why it may have looked like a decrease is that many of our grants are reimbursed and financial reports provided at a certain time will reflect spending but not funds reimbursed.

3. You have an overall increase in ask of 43% do you have the capacity to execute this large of an increase?

The increase reflects:

- 1. The addition of a Big Sky Watershed Corp (BSWC) member to our team, which will directly increase our capacity. In 2022, we successfully raised funds to obtain a BSWC for 2023, which has already proved to be transformative for our organization. The request to resort tax reflects a continuation of that.
- 2. Rebranding of our organization to Grow Wild, which in turn will help us increase fundraising and capacity. We have long recognized that our name presents a barrier to funding and fundraising. With that, along with other factors, our board invested in hiring a consultant to explore rebranding. We conducted research, and interviewed stakeholders, partners and funders. With a report in hand, the board moved to rebrand to help our organization with

fundraising and capacity building. In addition, the board is investing in strategic planning in order to set us up for another 20 years of impactful conservation efforts.

To answer your question, yes. As the increased ask helps our organization build capacity and brand identity, which are key to continued success in conserving our natural resources.

a. Are your other revenue sources also growing at the same rate?

As you can see in the above table, all revenue sources are growing. To grow other sources, the board had taken thoughtful and meaningful steps of rebranding, strategic planning, and capacity building to grow other revenue sources. Simply put, our name / brand, Gallatin Invasive Species Alliance, was not conducive to fundraising, obtaining corporate sponsors, and was even a liability when pursuing grants. We recognized it, took action, and are now working hard to set our organization up for success. We also recognize this is a substantial change, and to be successful, it will take effort, time, and funding to execute well.

Invasive Species Education Project

Project Questions:

1. There is a 21% increase year over year for the same project. What is the main driver of this increase and what need justifies such a significant increase?

The increase is associated with:

- The expanding need for protecting the outstanding natural resources that draw people
 to Big Sky, which is directly related to the continued explosion of growth in the Big Sky
 area and the impacts of the development and disturbance associated with this growth.
- The addition of a Big Sky Watershed Corp (BSWC) member to our team, which dramatically increases capacity.
- Adjustments for inflation.
- Anticipated increase in educational events & outreach associated with our new education trailer.
- Inclusion of administrative costs (and associated inflation).
- Attaining professional assistance to improve and increase our educational messaging and outreach.

Also of note, the Alliance is still saving any revenues from events & sales to replenish reserve funds that were used to offset funding cuts due to COVID as requested by Resort Tax in 2020.

2. Is there a way to get more of a match for this project?

As mentioned above, we have rebranded to Grow Wild to improve our ability to obtain increased funding. Additionally, we foresee using our education trailer as means to leverage funding for this project.

Crail Gardens Project

Project Questions:

1. There is a 60% increase year over year for the same project. What is the main driver of this increase and what need justifies such a significant increase?

The increase is associated with:

- The expanding need for protecting the outstanding natural resources that draw people to Big Sky, which is directly related to the continued explosion of growth in the Big Sky area and the impacts of the development and disturbance associated with this growth.
- The addition of a Big Sky Watershed Corp (BSWC) member to our team, which dramatically increases capacity.
- Adjustments for inflation.
- Inclusion of administrative costs (and associated inflation).
- Cessation of requests to local foundations for funding to avoid exhausting their generosity.
- Attaining professional assistance to improve and increase outreach.
- The understanding that this native demonstration garden is a community asset which was and will be a cornerstone to:
 - Spanish Peaks and Moonlight Basin adopting more sustainable HOA landscaping guidelines in 2022.
 - A newly formed Big Sky Landscaping Partnership (with GRTF, Big Sky SNO, and the Fire Dept.).

Again, the Alliance is still saving any revenues from events & sales to replenish reserve funds that were used to offset funding cuts due to COVID as requested by Resort Tax in 2020.

2. Is there a way to get more of a match for this

project? In the future, yes and we plan do to so:

- Via creation of a Crail Garden Benefactor Program.
- Pursuit of grants and awards under our new name, Grow Wild. Simply put, funding an
 organization with "invasive species" in the name did not serve us well when pursuing
 funding for a native demonstration garden.

Landowner Stewardship Project

Project Questions:

1. There is a 55% increase year over year for the same project. What is the main driver of this increase and what need justifies such a significant increase?

The increase is associated with:

- The expanding need for protecting the outstanding natural resources that draw people to Big Sky, which is directly related to the continued explosion of growth in the Big Sky area and the impacts of the development and disturbance associated with this growth.
- The addition of a Big Sky Watershed Corp (BSWC) member to our team, which dramatically increases capacity.
- Adjustments for inflation.
- Inclusion of administrative costs (and associated inflation).
- Attaining professional assistance to improve and increase outreach to landowners.

Again, the Alliance is still saving any revenues from events & sales to replenish reserve funds that were used to offset funding cuts due to COVID as requested by Resort Tax in 2020.

Wildlife Habitat Conservation Project

Project Questions:

1. Is this a new program?

No, but this program does have new elements that complement our bighorn sheep winter range program, Conserve Our Canyon Program, community weed pulls, and monitoring efforts.

- Develop a pollinator program, with plans to install a pollinator garden under the Arts Council moose sculpture at Ousel Falls.
- Formalize a biocontrol program in partnership with Gallatin National Forest, focusing on the Gallatin Canyon.
- Develop an annual "Pull Your Share" to our weed pull program, which will engage either a school class or local youth group.

2. Are there any HOAs that are willing to contribute any funds considering you mention HOA open space?

We do not look to request HOAs contribute funds for the HOA / Habitat Owners Association project as it would create a barrier to engagement and implementation. People are more inclined to get involved when "carrots" are offered. In essence, this program is about "Give a man a fish, and you feed him for a day. Teach a man to fish, and you feed him for a lifetime." We identify HOAs with open space that are critical wildlife habitat and are degraded by invasive plants / noxious weeds. The offer is "we help you with the information and means to manage noxious weeds," and "they provide the manpower." We teach them to manage noxious weeds, assist for 3 years, and then leave them empowered, educated, and with tangible improvements that they can see which motivate them to continue.

We encourage you to connect with Michelle Kristula-Green (michelle.kristulagreen@gmail.com) of Antler Ridge for testimony of the program and its success.

3. There is a 35% increase year over year for the same project. What is the main driver of this increase and what need justifies such a significant increase?

The increase is associated with:

- The expanding need for protecting the outstanding natural resources that draw people
 to Big Sky, which is directly related to the continued explosion of growth in the Big Sky
 area and the impacts of the development and disturbance associated with this growth.
- The addition of a Big Sky Watershed Corp (BSWC) member to our team, which dramatically increases capacity.
- Adjustments for inflation.
- Inclusion of administrative costs (and associated inflation).
- Attaining professional assistance to improve and increase outreach to landowners.

4. How do you explain the minimal amounts of public funding and fundraising dollars?

As shown in the table in the second question, we are succeeding in increasing funds raised year over year. And as mentioned, we are taking bold action to better position our organization by rebranding.

There are a few factors involved:

- As mentioned before, the Alliance is still saving any revenues from events & sales to
 replenish reserve funds that were used to offset funding cuts due to COVID as requested
 by Resort Tax in 2020. Simply put, our "survival funding" request to RT in 2020 resulted
 in significant depletion of our reserve funds and we are still working to replenish
 them.
- Fundraising for invasive species, which is a poorly understood and negative issue, is at best pushing a large rock uphill. Invasive species is not really a "brand" that many want to associate with.
- We have one ¾ time contracted staff that runs the entire organization and all of our programs. This year is the first where she has had assistance. We are proud that we accomplish so much with so little funding. And with the lack of capacity, there are shortcomings. That in combination with "invasive species are negative" make fundraising…less than ideal.

Clean Recreation Project

Project Questions:

1. There is a 60% increase year over year for the same project. What is the main driver of this increase and what need justifies such a significant increase?

The increase is associated with:

- The expanding need for protecting the outstanding natural resources that draw people to Big Sky, which is directly related to the continued explosion of growth in the Big Sky area and the impacts of the development and disturbance associated with this growth.
- The addition of a Big Sky Watershed Corp (BSWC) member to our team, which dramatically increases capacity.
- Adjustments for inflation.
- Inclusion of administrative costs (and associated inflation).
- Attaining professional assistance to improve and increase outreach to recreationists.
- Updating PlayCleanGo trailhead signs.







(406) 209-0905 903 N Black Bozeman, MT 59715

www.gallatinisa.org info@gallatinisa.org jen@gallatinisa.org



www.growwildmt.org info@growwildmt.org jen@growwildmt.org

As our organization enters its 20th year serving this community, we have reflected on our past, present, and future and decided to make a change: Gallatin Invasive Species Alliance is becoming Grow Wild.

While this transition will continue through 2023, here's what you can expect in the short term:

- June 1: You will see our new name and logo on our education trailer at the start of the Big Sky Farmers Market.
- July 10-14: We will officially celebrate our change to Grow Wild with our Big Sky Wildflower Festival beginning on July 10.

As Grow Wild, we will remain fiercely dedicated to healthy and resilient ecosystems throughout the Gallatin Watershed. Yet this is more than a change in name.

Our impact and vision have grown year after year, and we are ready to embrace the full scope of our organization's purpose.

Our mission involves more than just managing invasive species. We conserve native plants and improve vital habitats. We educate the community about invasive species and provide resources on how to manage them. We grow native gardens that inform and inspire. And we empower our neighbors to be stewards of the land.

We are deeply grateful for all our partners and funders to date who have helped us preserve what made us fall in love with this beautiful place. We now look forward to a very big year ahead.

Join us in July to celebrate the land, wildlife, and wildflowers and begin our new era as Grow Wild!

Jennifer Mohler Executive Director



Sponsor: Gallatin River Task Force

Sponsor Questions:

- 1. Please provide the names and email addresses of the individuals that will be representing your organization at the Review Meetings:
 - a. June 6: Kristin Gardner (kristin@gallatinrivertaskforce.org) & Emily O'Connor (emily@gallatinrivertaskforce.org)
 - b. June 8: Kristin Gardner (kristin@gallatinrivertaskforce.org) & Emily O'Connor (emily@gallatinrivertaskforce.org)
- 2. Can you explain the current FY decrease in donations and direct revenue?

Donations: After losing our first full-time development director in April of 2022, we hired a consultant to evaluate our fundraising program, interview donors, make a recommendation on whether or not we should refill the position as previously structured, and ensure we are setting up our new hire for success. Given that we were down 1FTE focusing on fundraising, we were conservative in our revenue estimates.

Direct Revenue: Most of our budget estimates are created by examination of our budget versus actual near the end of the fiscal year. At that time, direct revenue was down so we reduced our direct revenue budget estimate for FY23.

3. You are requesting a total of 38% more funds than you received last year, do you have the capacity to execute the management of these projects and their large scope?

Yes, the increase in requests is because we are moving into the construction phase of several restoration projects that have higher price tags than the design phase. These projects are managed by consultants with oversight from staff. Both the design phase and construction phase require similar capacity from staff.

a. What are the circumstances creating this increase and need?

The circumstances that led to an increase and need: 1) the request by BSRAD board at FY23 allocation meeting to develop a West Fork Restoration Masterplan, 2) unpredictable timing of large-scale restoration projects that depend on coordination with landowners and other stakeholders.

b. Are your other revenue streams also growing at the same rate of 38% growth in FY24? If not, why?

Yes, our other revenue streams will also be increasing at a similar rate.

4. Will funds from previous fiscal years be expended by the end of FY23?

We anticipate spending all of FY23 funding by the end of the fiscal year. We may not spend the FY22 that were extended for the purple pipe project but should know by early June.

5. How is the endowment raise coming?

An endowment has been discussed conceptually as a piece of our next capital campaign that will also include support for a handful of large-scale restoration projects that are close to or at final design. We have been waiting to initiate a campaign until we have secured a full-time director of development, which we are excited to share, will start mid-June.

West Fork Nitrogen Reduction

Project Questions:

1. What is the nitrogen load impact of this project and how does that compare to the removal of septic systems via the new Canyon Water & Sewer District?

The nitrogen load impact of the Canyon Water and Sewer District will depend on how many septic systems are removed and how much treated wastewater the Big Sky Water and Sewer District is allowed to discharge in the canyon. If the district does not expand from the current four landowners, then nitrogen loading to the Gallatin River will increase compared to the current status. A maximum reduction in nitrogen loading will occur if all septic systems are removed between Big Horn Shopping Center and Beaver Creek South. In this scenario, nitrogen removal will be 4040 lbs/year with a caveat that this does not include any additions of nitrogen from the discharge of treated wastewater from the Big Sky Water and Sewer District. The West Fork wetland treatment systems are estimated to remove approximately 1000 lbs of nitrogen per year from the West Fork of the Gallatin. These projects are ranked second in the Upper Gallatin Nitrogen Assessment and Reduction plan for nitrogen removal for the West Fork behind the new wastewater treatment plant. Given that streamflow in the West Fork is roughly twenty times less than that of the Gallatin, the wetland treatment systems will have more of a relative impact on water quality of the West Fork than the Canyon District will have on water quality of the Gallatin with

2. There is a 385% increase year over year for the same project. What is the main driver of this increase and what need justifies such a significant increase?

Last year's funding for this project was for design plans for two wetland treatment systems one on Chapel Spring and the other intersecting groundwater on the southwestern section of the Big Sky Golf Course (Two Moons). This year's request is for project construction for Chapel Spring and advanced designs for Two Moons. Large-scale restoration construction costs are generally in the hundreds of thousands to millions of dollars, while designs are generally in the 10-30K range depending on the project.

3. As the overall asks continue to grow and outpace the money available how can you work to decrease your ask of BSRAD related to this project's costs?

Now that we have hired a director of development, we will begin planning our next capital campaign. In addition, we recently hired a contractor to research grant opportunities and assist with submission.

4. Is there a way to get to a 1:1 match for your project?

We had anticipated construction for this project in FY24 due to a pause in communication with the landowner because of a lawsuit. Communication picked back up earlier than expected and we have an opportunity to coordinate the Chapel Spring project this fall in concert with the BSOA Little Coyote Pond

project that will result in reduction in overall project costs by coordinating contractors and materials. Given the unexpectedly quick timeline and the tremendous need and impact of the project, we are asking BSRAD for a higher percentage of this project cost. There is also an update to the budget since the LOI submission. The contracted services expense line item is now \$440,000 bringing the project total to \$494,158.

Water Planning, Coordination, and Outreach

Project Questions:

- 1. What will the outcomes of this plan be and how will they be implemented?
 - a. Will the outcomes result in new programs or capital needs?

Big Sky Sustainable Watershed Stewardship Plan (BSSWSP) 5 Year Update: This is difficult to predict but highly likely that the update will result in new programs or capital needs. Since the plan creation in the beginning of 2018, the Gallatin had multiple years of new nuisance algae blooms resulting in an impairment designation and we have realized the likelihood of damaging floods in our future. These two new factors increase the likelihood that the outcome of the 5-year update will result in the recommendation for new programs and capital needs.

Upper Gallatin Total Maximum Daily Load Planning: The short-term outcome in FY24 will be increased community engagement. The long-term outcome, in 3 - 6 years, will be a restoration plan for the Gallatin that will likely result in recommended new programs or capital improvements. These may be similar or different than those developed in the 5-year update to the BSSWSP.

West Fork Restoration Project Masterplan: This outcome of this planning effort will be the identification of new capital improvement projects: specifically, stream restoration projects from the headwaters of the South Fork and West Fork downstream to the confluence with the Gallatin to improve water quality and quantity of surface and groundwater supplies.

Gallatin Canyon Water and Sewer District Expansion: The outcome of this project will be expanding the current boundary of the Gallatin Canyon Water and Sewer District and will add new capital needs if we are successful.

2. How will it be visible to the community and executed?

Big Sky Sustainable Watershed Stewardship Plan 5 Year Update:

- Community Visibility: There will be 3 stakeholder meetings to develop updates for each focus area of the plan (Ecological Health, Water Supply, and Wastewater Management) and one public meeting. In addition, we will solicit feedback on the plan update through print and digital media.
- Execution of this plan will be similar to the original plan and will be led by the Task Force and other partners. Projects will be prioritized based upon impact, GRTF and partner capacity, and funding.

Upper Gallatin Total Maximum Daily Load Planning:

• Community Visibility: There will be at least one annual public meeting to engage the public as well as information distributed through our print and digital media channels.

• Execution: In 3-6 years, a restoration plan with an associated implementation schedule will be created.

West Fork Restoration Project Master Plan:

- Community Visibility: This is a 1.5-year planning effort. Community engagement in FY24 will
 primarily consist of meetings with landowners along the West Fork and its tributaries to garner
 feedback and solicit support for proposed restoration activities. Upon plan completion, we will
 host one public meeting as well as engage the public through print and digital media.
- Execution: Upon completion of the plan in FY25, we will prioritize projects in the plan based upon impact, staff capacity, funding, and landowner cooperation.

Gallatin Canyon Water and Sewer District Expansion:

- Community Visibility: FY24 will focus primarily on meeting and engaging with landowners in Gallatin Canyon to educate and secure connections to the GCWSD. As the lead entity of the project GCWSD may host an open house and present at community meetings.
- Execution: We have a community outreach and annexation committee directed by the GCWSD.

Gallatin River Access Restoration

Project Questions:

1. Will this address existing access areas or new ones?

Gallatin River restoration projects focus on providing adequate management and infrastructure at existing river access sites (versus adding new sites). The river access assessment completed in 2015 identified 111 existing points of access over 39.6 miles of the Gallatin River between Yellowstone National Park and Spanish Creek. Access to the Gallatin River is abundant, however, safe access and protection of natural resources is needed. What we are seeing at existing river access sites is the proliferation of visitor created roads and trails. Trail/road widening, and the creation of parallel treads and side-trails unnecessarily increases the area of land disturbance. Providing infrastructure, informing, and directing river users to appropriate access points, provides an opportunity to reduce or mitigate potential user conflicts and resource damage. Additionally, these projects include coordination with the Montana Department of Transportation to ensure safe ingress and egress from river access sites onto Highway 191.

2. There is a 132% increase year over year for the same project. What is the main driver of this increase and what need justifies such a significant increase?

Gallatin River Access Restoration includes multiple projects at various stages in design or construction. For example, in 2024, we will have 3 projects in the planning/design phase and 2 projects in the final design/project bidding phase. In 2025, we will have 4 projects in the planning/design phase and 2 projects in construction. During years when projects are in construction there is a significant increase in overall project costs. GRTF plans to keep our Resort Tax request at or below 50% of total project costs. During the construction phase, we typically have a much better outcome with fundraising efforts and are confident that we will be able to reduce our Resort Tax request but have assumed a 50% ask for forecasting purposes.

3. Who are you contracting with for that portion of the project? (Looks like the project total for contract services is \$296k)

We will be contracting with WGM for engineering, design, and project bidding. WGM also utilizes RESPEC as a subcontractor on these projects.

Middle Fork Restoration

Project Questions:

1. The end date provided in your application occurs before the last milestone. Please validate the project completion date and milestone dates.

The end date listed on the application of June 30, 2024, is correct. There is an error in the milestone dates. All of the highlighted dates should be corrected from 2024 to 2023.

Stream Restoration Project:

- Permits Secured August/September 2024
- Construction Begins September 2024
- Construction Complete October 2024

Video:

- Video produced July to October 2024
- Video released November/December 2024

Education & Outreach:

- Volunteer workday(s) September/October 2024
- Project tour(s) October 2023 or Spring 2024

Monitoring Plan:

- Drone aerials taken post construction October 2023
- Drone aerials taken during run-off June 2024
- 2. There is a 50% increase year over year for the same project. What is the main driver of this increase and what need justifies such a significant increase?

The increase between FY23 and FY24 reflects an increase in contracted service costs for planning/design vs. construction. In FY23 contracted services were \$40K to cover final design, permitting and project bidding. In FY24 contracted services are \$135K to cover the costs of construction. For future years, there are 3 remaining projects in the Middle Fork West Fork Gallatin River Restoration Plan. These projects may be reimagined and included in the forthcoming West Fork Restoration Master Plan. The FY26 and FY26 forecasts envision advancing planning and design work outlined in these plans for multiple project sites.

3. What benefits are you seeing if any yet from the first project in this series?

The Post-Assisted Log Structures installed in Middle Fork 3 responded well to the June 13, 2022, flood event, slowing the flow and creating streambed scour, leading to formation of pools in which trout were

observed during low water conditions. In combination with the Beaver Dam Analogs, these structures raised the water table in the meadow seasonally resulting in robust growth of willows. A moose was observed in the project area during a September 2022 site visit, indicating enhanced wetland and riparian conditions supporting a wide variety of species and improved groundwater storage. We will continue to monitor the site and document the benefits. With process-based restoration projects that mimic natural stream conditions, the full benefits may take years to fully realize. That said, the results from year one are encouraging and exactly what we had hoped to see.

Water Conservation

Project Questions:

- 1. There is a 20% increase year over year for the same project. What is the main driver of this increase and what need justifies such a significant increase?
 - a. Do you expect similar increases moving forward since this is an ongoing project you request funds from BSRAD?

The projected increase was made to consider both increased participation in the program (i.e., offering more financial incentives to program participants) and an expected increase (due to inflation) in the cost of payroll and contracted services for marketing and special projects. As the Big Sky Water Conservation Program grows, assuming success of upcoming initiatives including the Big Sky Landscaping Partnership and more collaboration with businesses and water providers, more staff time will be needed to manage and expand the program. Future increases will depend on the success and participation of the program, but it is expected and hoped that the program will continue to gain traction and participation over time. Unlike projects that can have large increases year to year due to construction costs, we do not anticipate that the Water Conservation Program will have large increases year to year and should only increase an average of 10-20%.

Watershed Monitoring

No Questions



FY24 DISTRICT QUESTIONS

Sponsor: Gallatin Valley Snowmobile Association

Sponsor Questions:

- 1. Please provide the names and email addresses of the individuals that will be representing your organization at the Review Meetings:
 - a. June 6: Daniel: fastcatm7@gmail.com Kristy: kristinamwelfl@hotmail.com
 - b. June 8: Daniel: fastcatm7@gmail.com Kristy: kristy: kristinamwelfl@hotmail.com
- 2. Do the forecasted amount provided on your application change based on the April update you gave to the board?
 - a. If so, please provide updated FY25 & FY26 forecasted amounts.

No, that was an inquiry about applying to the Opportunity Fund for an additional groomer that would be dedicated to Buck Ridge and Taylors Fork. The amount of money needed would not change if we had a 2nd groomer-it would still cost the same to run it.

Buck Ridge Snowmobile Trail Additional Groomings

Project Questions:

- 1. There is a 10% increase year over year for the same project. What is the main driver of this increase and what need justifies such a significant increase?
 - The cost of labor, maintenance and fuel increases are the main reason for the grant increase each year and every year we have an increase in the number of sleds on the trails which contributes to more miles, labor hrs and fuel to groom. We have also had longer riding seasons.
- 2. What events do you hold that help you raise additional funds and/or awareness?

 We have club events like our fall kickoff and spring BBQ that members bring family and friends to; we have a poker ride and Christmas party with auctions, gun raffles, sell sweatshirts, hang poster for events all over the valley, all of which raise additional funds for the club and bring awareness about the club. We partner with the Avi Center, other snowmachine clubs both in and
- 3. Can you give updated data on the trail counter for the 2022/2023 season?

 April alone had 962 more sleds in Buck Creek and 326 more in Taylors Fork and a total of over 41,000 sleds for the season. The 2023 season had 1413 more grooming miles and 27 more trips over all.

out of state and the Forest Service for events and now have a Facebook page.



FY24 DISTRICT QUESTIONS

Sponsor: Morningstar Learning Center

Sponsor Questions:

- 1. Please provide the names and email addresses of the individuals that will be representing your organization at the Review Meetings:
 - a. June 5: Mariel Butan, mariel@mlcbigsky.org
 - b. June 8: Mariel Butan, mariel@mlcbigsky.org
- 2. Please explain the purpose of the unrestricted reserves outlined in your Sponsor Efficiency Worksheet.

The reserves mentioned in our Sponsor Efficiency Worksheet specifically refer to our three-month operating reserve based on our FY23 budget.

3. Are you currently able to operate 5 days a week for families in Big Sky?

Unfortunately no, and with one teacher relocating out of state and three more on maternity leave in the late summer/fall, it is unlikely that we will be able to do so until 2024. However, we are hiring with the goal of having coverage for these teachers and, upon their return, sufficient teachers for a five-day week. Please note that were we to shorten our operating hours to align with that of Discovery (8:45am-3:15pm) and Ophir (8:30am-3:30pm, 2:30 on Fridays), we could be open five days a week. MLC families chose closing on Fridays over shortening our hours as the less-disruptive option since there are no aftercare programs for children of this age.

- 4. Do you have a waitlist, for what ages, and approx. how many are on each waitlist?
- Yes. Our waitlist is open to families from when they begin expecting a child to when that child is 5 years old, although we've seen a stark decrease in requests to enroll from children over the age of 4 since the 4K opened. Our current waitlist (as of May 19, 2023) has 31 children total. As of today, ten will be born in the next six months, 11 are between 0-23 months old, seven are 2 years old, and three are 3 years old. The oldest child on the waitlist is 3 years and 3 months old and is the only one who *might* be eligible for another program in our community by the start of the upcoming school year.
- 5. What percentage of your enrolled students have working parents? 100% have all parents in the household working.
 - 6. What is the hourly rate for a 3-5-year-old to be enrolled in your program without any assistance?

For the 23-24 school year, we will charge \$1365 per month for full-time, extended day enrollment (830-530 M-F) in the preschool room (3-5 years old). With an average of 19 days per month over the course of the year, that works out to \$71.84 per day or \$7.98 per hour. Families are receiving a discount for not having Fridays that keeps these rates comparable with the reduced hours.

Morningstar Campus Expansion

Project Questions:

Confirm the anticipated cost for the campus expansion is \$10.895M of which currently MLC
plans to ask BSRAD for \$4.5M or 41% of the overall cost, with the next largest funding source
at 27% within grants.

That is the anticipated cost for one option of our expansion. We are still in talks about another potential option that would involve a larger property where we could have a larger facility that better meets the needs of our community. This latter option came to our attention after we had paid for the cost analysis of the first option, so at this time we have not paid for an additional cost estimation for another option. However, it is likely that the other option would cost a similar amount due to it not requiring the movement of existing structures but allowing for a larger facility to be built. If future cost estimations come in at a lower rate, we would adjust the amount we plan to request from Resort Tax.

2. As the overall asks continue to grow and outpace the money available how can you work to decrease your ask of BSRAD related to this project's costs?

We're currently exploring private partnerships for building that have the potential to prioritize enrollment of children of employees of the partners, but ideally we would build a facility that was large enough to serve 100% of the need in our community and even have leftover space to rent out for community programs including but not limited to after-care programs, drop-in programs, and parenting classes.

3. What are the actual infrastructure costs?

Option 1 of this project does not include any cost for land. Phase one has been estimated at \$1,059,416 for moving our existing buildings, which would be necessary to have enough space for a larger facility on our empty lot. Phase two has been estimated at \$5,700,226 for construction of an 8,600 square-foot facility. The final phase was estimated at \$1,231,758 for renovating our existing buildings into 6 housing units. This would total \$7,991,400 for hard construction costs. The remaining costs are for contingencies and other soft costs related to the project.

a. What % of the total project construction cost do you anticipate requesting from BSRAD?

We were not planning on restricting BSRAD funds - or any of our sources of funding - within the overall project. We have a \$10.895m fundraising goal to make this project possible, which includes both construction costs and "soft costs" such as the building contingencies, architect and engineer fees, moving, furnishing, equipment, permitting, legal, etc. However, if the board would like to restrict any of its funding of this project to physical construction, the percentage could be anywhere from 20-100% if we go with Option 1 (building on MLC property) because the construction costs far exceed the amount we're requesting from BSRAD. If we go with Option 2 and the purchase of land is involved, we would like be able to use BSRAD funds to secure space for a community-driven learning center. Doing so would decrease the maximum percentage to around 91% of BSRAD funding being available for physical construction.

4. How will you determine your next steps with the couple of options you have provided?

The primary factor in determining next steps is whether we are able to secure the new site that would allow for a larger facility that could serve more children aged three and under. Additionally, we are considering the timeline, cost, partnership opportunities, and results of the comprehensive early

childhood study that's being conducted this summer. This will ensure that we do right by our community by meeting the most need on a reasonable timeline and feasible budget with engaged partners and stakeholders.

5. Do you have the estimated total costs of each option and how many more students you could serve with each?

We currently only have the estimated cost of the smaller option on our existing site, which would have room for up to 64 children if we are able to secure some setback variances. This would be a 25% increase over our current capacity. We'd like to have an even more significant increase, with space not only for more children but also for daytime, evening, weekend, summer, and drop-in programming, but that is not possible on our property. At the other location, we could build a facility that served at least 72 children, and it could be tailored to children who are three and under. As other entities in the community increase programming for children aged late-three and up, it is becoming that much more important for us to have a facility that can accommodate more children aged early-three and under. If no children needed to attend our preschool classroom, we would still only be able to serve 36 infants and toddlers in our current facility due to the physical and licensing limitations.

6. The Sponsor Efficiency Worksheet outlines \$350,000 in reserves, but the Project Budget mentions an additional \$225,000 of reserves under other funding. Where is this additional reserve funding coming from?

Our goal for this year was to maintain 350k in operating reserves, which was around the equivalent of three months of operating costs. I interpreted the field in the sponsor worksheet as operating reserves, not cash on hand. We have additional money in our account that we intend to use for this project, which is where the \$225,000 comes from, but it is neither our operating reserves nor restricted funds.

7. Will you reapply for funds for the campus expansion if you anticipate the full amount will not be spent by the end of FY24?

If we don't spend the full \$750k by the end of FY24, it would just be a result of the project experiencing delays, not being stopped, so we do anticipate reapplying for funds next year. We do not anticipate the total amount of our BSRAD requests (over the anticipated three years) being any different without some significant alteration to the plans.

8. Can you please share the site plan and building plans?

Absolutely; see attached. Please note that the design allows for additional classrooms to be added on either side of the building. This was an intentional choice as our best-case scenario would involve a larger lot and facility that could accommodate more children, specifically aged early three and under, who are not currently served by any other providers in our community.

9. Are you going to get a GMP from the contractor so the price is fixed?

Once we finalize which option we're moving forward with, we would try to secure a GMP to avoid having to request additional funds beyond what's anticipated.

Early Childhood Education and Tuition Assistance Program

Project Questions:

1. Please share the following data:

a. Students currently enrolled: 51

b. Families currently enrolled: 47

c. Students anticipated to be enrolled next year: 49

- d. Number of students who receive scholarships: 32
- e. Number of families who receive scholarships: 29
- 2. Are your other revenue sources for the TAP growing at a similar rate to the increase you are requesting from BSRAD for this program?

No. The increase from last year's TAP request to our overall request this year is misleadingly large due to the combination of our two requests, but if you compare the total of our two requests for FY23 (\$400k) to the one request for FY24 (\$425k), BSRAD actually has the lowest percentage increase (6.25%) compared to other funders who have increased their support of MLC by 50-60%.

Morningstar Learning Center – New Building Planning

New Building Project - Justification and Planning Process Narrative (DRAFT)

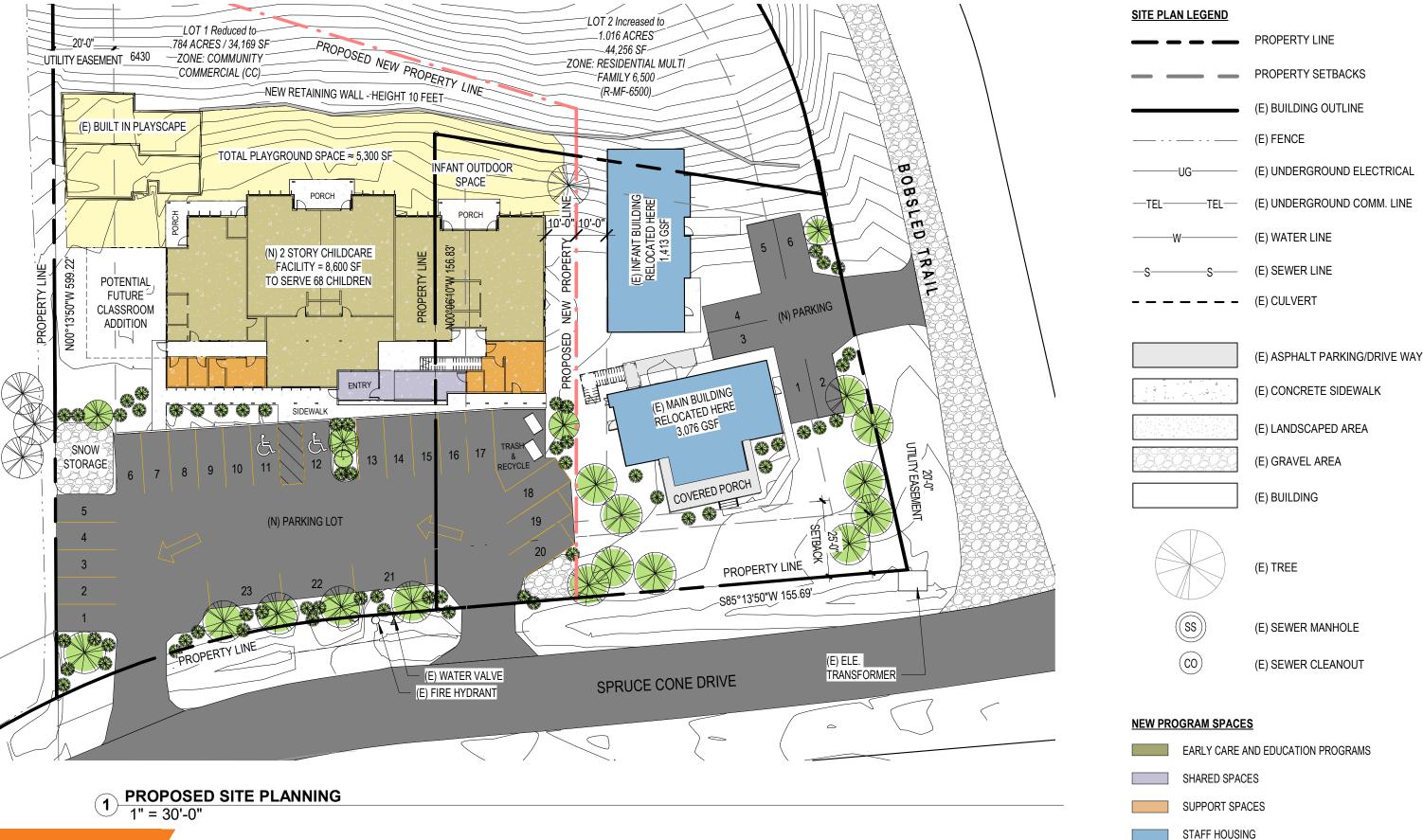
The existing Morningstar Learning Center facility does not meet the needs for a young children's care and learning center. The facility has poor overall circulation and entry security configuration. The Main Building has one accessible entrance that leads to a space that functions as an entry. It enters into the toddler classroom and requires the preschool parents and children to cross the classroom to the stairs leading to the 2nd floor preschool classroom. The Main Building 2nd floor level is not accessible. Restrooms have poor visibility from the classrooms and are in the shared stairway circulation space, creating an unsafe access situation. The administration and shared staff spaces are located inside the 2nd floor preschool classroom, which creates access and noise issues during preschool nap time. The more recently constructed Infant Building is accessible, has a secure entry and check-in sequence. The classroom and nap room spaces are not configured for optimal circulation, observation and storage closets are scattered around the room create awkward spaces. The facility also includes outdoor play space (separated by age group) of approximately 4,900 square feet and a parking area for 14 vehicles. The 2 buildings provide 4,230 square feet of space for 3 classrooms of children ages 6 mos. to approx. 4 years. The current total number of children served is approximately 56 children.

Morningstar Learning Center has a waiting list for families looking for childcare services in Big Sky. The Center is looking to increase classroom and support spaces to increase the number of children being served.

After conducting a Facility Space Program review process with the Center's staff, teachers and parents, an additional 2 classrooms were identified as the first step in optimizing the center's growth. A 3rd additional classroom was identified for potential expansion in the future. Through the programming process, spaces needed in a new facility, of approximately 8,860 square feet, were identified. In addition to building space, the center also requires an increase in outdoor play area and an increase in parking to approximately 27 parking spaces. The total amount of new facility space of building, outdoor play + parking is approximately 19,760 square feet.

With the high cost of housing in Big Sky, the Center has a challenge with staffing. This staffing challenge has resulted in reduced operating hours, days and keeping the number of children being served lower. Through discussions with staff, online surveys and other collected data on reduced staff, related to lack of affordable housing, the Center identified a need to provide potential staff housing as part of this planning process.

Once the Site Design Planning began, the option to add onto the existing buildings was problematic due to their current configuration and location on the site. The new spaces did not fit within the property's setbacks and steep slope at the north end of the site. The alternative option to build a new facility on the adjacent empty lot (Lot 2) to the east was explored. The total amount of area for the new building, play area and increased parking spaces did not fit on the adjacent empty lot. At this point the project went on hold while the Core Owner Group reviewed other potential options prior to continuing with the planning process. When planning resumed, brainstorming began to consider relocation of the existing buildings to the empty lot to be refurbished into staff housing and then constructing the Center's new building on the existing lot (Lot 1). Three options were explored and the Core Owner group selected Option 2. The advantages of Option 2 included providing expansion space to the west, zoning the site for residential towards the existing neighborhood, separating the outdoor play space from parking and front side access and optimal building solar orientation.



45)
ARCHITECTURE

MLC - NEW BUILDING PLANNING - DESIGN CONCEPT

EXISTING PROGRAM LEGEND



2ND FLOOR: 1,150 SF TOTAL SF: 8,600 SF



MLC - NEW BUILDING PLANNING - DESIGN CONCEPT

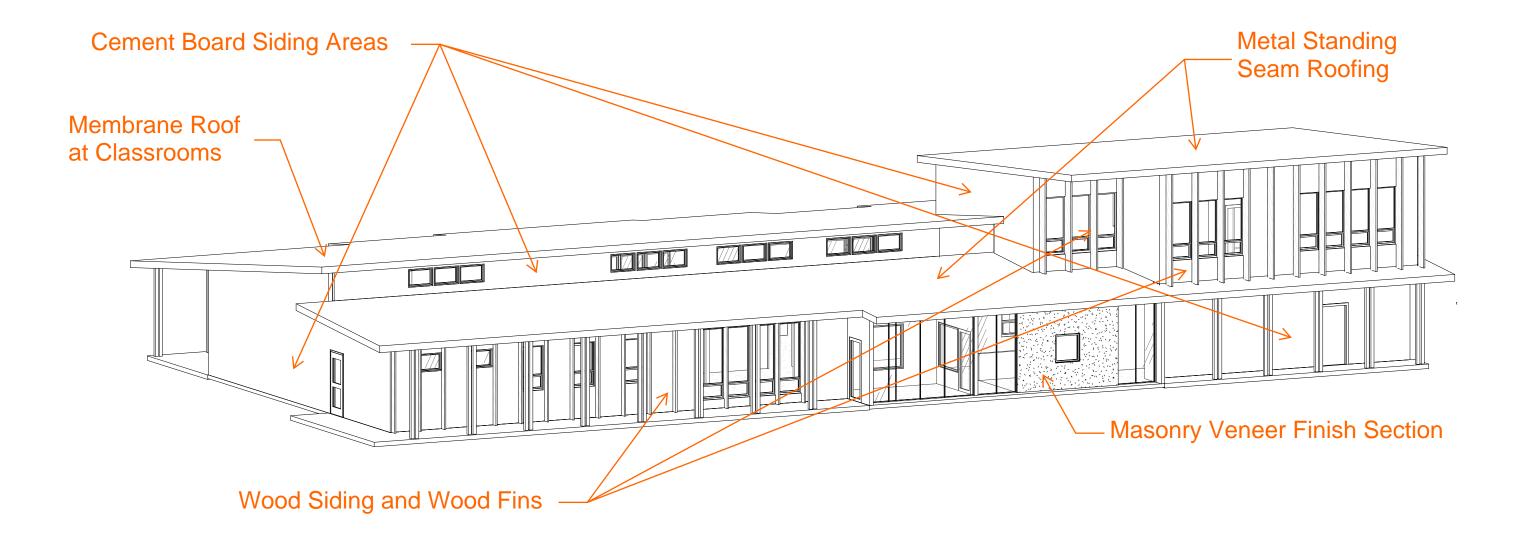
EXISTING PROGRAM LEGEND ADMINISTRATION CONFERENCE STORAGE SUPPORT TOILET ROOM OPTION FOR FUTURE OFFICE EXPANSION NORTH MECH MEZZ STORAGE MECH MEZZ UNISEX RR 139 SF **BREAK RM** 60 SF 200 SF OPEN TO BELOW SERVER MECH MEZZ 44 SF CONF. ROOM 176 SF **OPEN TO BELOW** ADMIN **OUTLINE OF BUILDING** OFFICE EXEC. OFFICE 160 SF FLOOR PLAN - LEVEL 2 1" = 10'-0"

1ST FLOOR: 7,450 SF 2ND FLOOR: 1,150 SF

TOTAL SF: 8,600 SF



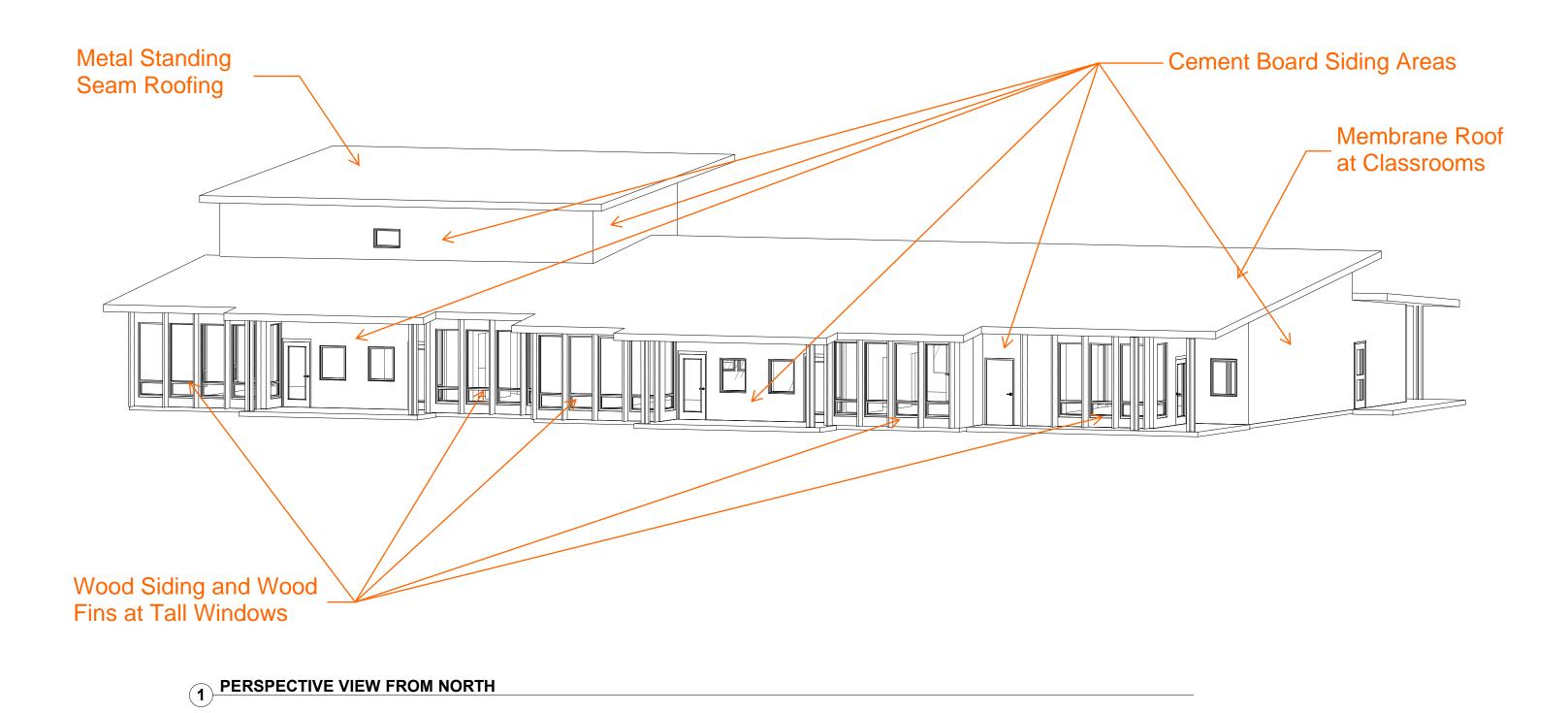
MLC - NEW BUILDING PLANNING - DESIGN CONCEPT



1 PERSPECTIVE FROM SOUTHWEST



MLC - NEW BUILDING PLANNING - DESIGN CONCEPT



















DESIGN CONCEPT OPTION IMAGES

- -NATURAL MATERIALS
- -EXTENDING INTO ENVIRONMENT TO CREATE BLURRED THRESHOLD OF OUTSIDE AND INSIDE
- -LARGE OVERHANGS AND AWNINGS
- -EXPOSED STRUCTURE & TIMBER (GLULAMS)
- -SKYLICHTS AND CLERESTORIES



Sponsor: Big Sky Sustainability Network Organization

Sponsor Questions:

- 1. Please provide the names and email addresses of the individuals that will be representing your organization at the Review Meetings:
 - a. June 6: Lizzie Peyton, bigskysno@gmail.com, Amy Trad, amy.trad@bigskyresort.com
 - b. June 8: Lizzie Peyton, bigskysno@gmail.com, Amy Trad, amy.trad@bigskyresort.com
- 2. You have an overall increase in ask of 389% do you have the capacity to execute this large of an increase?

Yes, a large amount of the funding increase (~\$400,000) is budgeted for a capital project (Solarize Riverview) where SNO acts as a pass through to the solar panel subcontractor. We did account in the budget for increased staff time due to the scale and logistics associated with the nature of this project. Additionally, we recently hired a climate action expert with 30 years of experience in sustainability to increase capacity and further implementation of the CAP. The impactful projects SNO is proposing will act as catalysts to motivate many community members and organizations to participate in collective action. As a newer organization that is scaling up to reach the net zero by 2050 goal set forth, the increased request reflects an increase in momentum after the publishing of the Big Sky Community Climate Action Plan.

a. Are your other revenue sources growing at a similar percentage of increase as your request to BSRAD?

Yes. We have continued to apply for grant opportunities both within the community and further afield, with an annual total from non-BSRAD sources (since Jan 2023) of \$1,489,743.48 requested. These efforts include applying for federal grants, foundation grants on a national scale and continuing to grow our private donations and corporate funding.

b. If not, why?

Solarize Big Sky: RiverView

Project Questions:

1. Why is this submitted by SNO and not the Community Housing Trust?

This reflects SNO's mission statement and a CAP strategy, to increase the clean electricity supply, and does not fall under the mission of the Community Housing Trust. Our organization's backbone is collaboration, and this is a concerted effort to make a scalable impact by building on a successful Community Housing Trust project. In addition to supplying clean energy to the electric grid, this collaborative project will promote environmental equity, benefiting those who may not otherwise have access to green, on-site energy supply.

a. How will this be coordinated with their project?

SNO & BSCHT have agreed to enter into a formal Partnership Agreement if funding is received for this project. SNO will support Blueline Development in putting the project out to bid to subcontractors, fund the solar installation, and be part of the intermittent OAC (owner-architect-contractor) meetings when necessary. Since planning meetings were essential to the success of this project development, regular meetings are already standard operating procedure and will continue.

2. Will the installation of solar panels help to decrease any costs for those living in the RiverView housing project?

It will decrease the overall cost of utilities, thereby lowering HOA dues for residents, in addition to reducing greenhouse gas emissions. It is not directly reflected on a tenant's utility bill as the utility is included in the rental rate.

3. Once installed who owns the systems and their future maintenance and upkeep?

The complex LIHTC partnership that the Housing Trust is in with Blue Line Development/their HOA will own the solar panel infrastructure and future maintenance. This has been agreed upon early on in our discussion and was one of the first discussions to ensure all parties would remain on board throughout the project installation.

4. Is this not eligible for IRA funding because of ownership?

This may be eligible for IRA funding, but distribution of the IRA is still being determined. We do plan on applying to any funds we qualify for. With conflicting reports of how the IRA may fund LIHTC projects, the uncertainty leaves us concerned to establish a specific match. Considering the Infrastructure Investment and Jobs Act (IIJA) is still coming out in chunks, it might be a few years before funds come from IRA for certain programs.

a. Or were you referring to issues with other grants?

Issues with other grants. The eligibility of this project for other grants continues to be a challenge as we research opportunities. Due to the ownership structure (that it will not be outright owned by a nonprofit), it does not qualify for the many foundation/NorthWestern Energy grants we have researched. It also does not qualify for federal funding under the USDA Rural Energy for America Program (REAP) Grant as it's not technically a small business. We will continue to pursue matching funds.

5. Are there other funding sources for this type of project?

We have been searching since conceptualizing this project last fall. To this point, we have expended many hours searching, but will not give up on finding matching funds.

a. If so, are you intending on finding matching funds?

We continue to hope so, but are uncomfortable with partially funding this project to begin the work. The collaborative ownership structure continues to make it difficult to qualify for matching funds.

6. Please explain how this project will broadly benefit the greater Big Sky Community.

The entry price of solarizing a building/home at this point is cost prohibitive, available to only those with significant disposable income. The IRA certainly makes this more accessible, however it is still restrictive. This project will specifically enfranchise hourly wage workers, who may not have sufficient funds, to be

part of a community driven solution. On an additional note, the location of the Riverview Apartments creates an opportunity for every individual coming into Big Sky to see that our community is investing in clean energy and cares about a sustainable future, encouraging community members and visitors to act in a respectful manner.

Green Build Toolkit

Project Questions:

1. How will this be integrated with all the building activity here?

This will be digitally available to all owners, contractors, subcontractors, architects, engineers, and community members in the area. We will promote its utilization through the largest developers (who are also contributing expertise and hours to the creation of the tool).

2. Is this something that will be very specific to this region or broader?

This tool will involve taking broader guidelines and making them location-specific to be more practical to building in Big Sky. It will be specific to the region, taking county zoning laws and regulations, elevation considerations, cold-climate restrictions and requirements, etc. into account.

3. This appears to be a one-time expense, is that accurate?

Yes, we anticipate this being a one time expense to compile resources, collaborate, and build out the platform. There will be nominal costs in the future to continue the SNO certification distribution, however we intend to make most of this process automated, similar to the NSAA Sustainable Slopes certification. Occasionally, the toolkit will need guideline updates based on new technology and changes to legislation.

4. Are there existing websites or organizations that have the same functions?

Similar, but disparate: LEED Certification, Harvard's Green Build Standards, & US Green Building Codes all provide a good place to start. Our hope is to provide super local recommendations and parameters, decreasing the amount of time and research required to implement green building practices and fostering a collaborative tool that will help the community achieve greater efficiency improvements quickly.

5. How often would this need to be updated and will you return to BSRAD for those funds?

a. How much would the update cost?

Nominal update costs are anticipated for this tool: ~\$5,000 every 2-3 years that we would hope to receive sponsorship from local area contractors and architects.

6. Is this a useful tool for existing homeowners, or only developers and homeowners building new construction?

We anticipate this to be accessible to all in a similar manner to Basecamp (a project management app for collaborative building efforts), allowing each demographic (owner, architect or contractor) to approach the information in an approachable and logical manner. There will be an option to retrofit an existing building or utilize tools for new construction, allowing homeowners to make energy efficiency

improvements to their homes, while accessing available rebate information, in addition to information on the newest net zero design guidelines and planning for installation of geothermal, solar, etc. for those in the planning phase.

Climate Action Plan (CAP) Implementation

Project Questions:

1. There is a 50% increase year over year for the same project. What is the main driver of this increase and what need justifies such a significant increase?

We are in the process of onboarding a climate action expert with 30 years of experience in sustainability (before it was called sustainability!). We did plan for and project this hire last year when we were drafting the CAP and so the ask has remained the same from last year's projection. It is an increase to reflect the growth of our organization and its impact.

2. Which of these goals will decrease our (GHG) and when will you be able to see how much of a difference, they are making in our GHG inventory?

This is a complex answer, apologies. I will start with the latter question: SNO's current projections show a decrease in our GHG inventory to begin between 2030-2035 due to the headwind of development we currently face. With anticipated growth of 4% annually, even the most direct and impactful actions will allow for a slow in the emissions, not a regression of them in the near term. Reducing greenhouse gas emissions and sustainability overall, is not a short-term endeavor, we can calculate avoided emissions in the short-term, but to realize a sustained decrease in greenhouse gas emissions (as visible in the greenhouse gas inventory), we will need a lot of projects moving in tandem to increase the efficiency of resource use, while decreasing our behaviors that result in overall negative environmental impacts.

Of the 4 Targeted Improvement Priorities (TIPs), buildings and energy has the greatest potential impact to move the needle (ast it's approximately ¾ of our current emissions), closely followed by transportation (just under ⅓ of emissions). The former is also the most expensive endeavor. SNO aims to balance the projects and programs throughout the TIPs as some will have greater community engagement (consumption & waste), while others will make a greater positive impact on our ecosystems resilience (natural environment), and still others will reduce emissions most drastically, but involve significant behavior change and new infrastructure (transportation).

Solarize Big Sky: Credit Program

Project Questions:

1. What is the average cost of installing solar on a business or single-family home?

Home solar panel installation in the US costs range from \$20,000 to \$50,000 on average (before the 30% federal tax credit or other incentives). When compared to the cost of a current electricity bill, solar panels show thousands of dollars in savings over time. That's on top of the increase in home value and environmental benefits of solar.

a. Is this something that is attainable for many homeowners/business owners?

At its core, installing solar panels is cost prohibitive. Despite reducing in price approximately 40% over the last 5 years, installation incurs a great upfront cost. Rebates and tax incentives attempt to alleviate the short-term barriers, and this project will further increase accessibility to more home/business owners. An additional incentive will decrease the ROI for home/business owners, making solar a more attainable financial decision (attainable by 75% business in Big Sky, and 33% of full time, year round homeowners.)

2. Are there other places that offer a program like this and if so where and how is it working for them?

Solarize Livingston was a successful campaign similar to what we are proposing that ran in 2019 and 2020, and increased installations (even during Covid). Many state governments such as Colorado and California have instituted additional incentives to install solar panels. Additionally, their local utility providers have incentivized the installation due to purchasing of produced energy. Our state government is unfortunately not on that path. Both CA & CO have quite successful programs due to widespread engagement. This program would mimic those in a less sophisticated manner (less tax driven), but with the intention of equitability.

3. How will you monitor and administer the credit program?

We will devise an application process that prioritizes full time, year round homeowners and small businesses. We do understand that larger organizations will have a greater capacity to apply for these grants, hence an application process that prioritizes smaller businesses and single family home owners will be instituted. The ultimate goal is reducing building emissions, so we hope that full utilization of funds occurs by investing into local solar in any capacity. A cap on the amount given to any single project will also ensure that larger investments by large organizations would require a greater cost match on their part.

Carpool Incentivization Program

Project Questions:

1. Please share:

- a. Program growth rates year over year: August 2022 we began with 3 participants and we peaked in March 2023 with 61 redeemers, a 1933% growth rate in 8 months. We have only lost a few commuters in the offseason, fewer than anticipated.
- **b. Number of participants:** 222 commuters have participated in the challenge.
- **c. Miles:** 189,461.9 mi logged over 5,000 sustainable trips (considered carpooling or taking the bus through the canyon).
- **d. Benefits of the program:** 39.6 tons of CO2e reduced. \$64,000 in fuel saved. Community building and reducing single occupancy vehicles on a road that saw over 100 million miles traveled in 2021. Reducing traffic in the canyon.
- 2. As the overall asks continue to grow and outpace the money available how can you work to decrease your ask of BSRAD related to this project's costs?

SNO could ask sponsoring business to contribute more, however meeting with a 1:1 match has been a shockingly hard sell with most businesses this year. We do not foresee this business mentality shifting, so

it would be unlikely the businesses would sponsor more. An alternative that may function well—which we discussed—is encouraging the larger employers to match when their staff utilize the program.

3. Is there a way to get to a 1:1 match for your project?

We do receive a match (up to a point) from sponsoring businesses. We also have received the billboard free of charge this year. So as BSRAD granted funds for \$50,000, we have had ~\$28,000 in matching funds. Not a true 1:1, but we will continue working towards it.

4. How many would need to participate to have a true impact on emissions?

This program has already contributed to 39.6 tons of avoided carbon emissions (emissions that we know would lead to increasing greenhouse gas emissions, if the program did not exist). To see an overall decrease in carbon emissions on the greenhouse gas emissions inventory, would require the number of carpoolers and bus riders to out pace the growth of visitation and traffic from increasing development. The greater the number of participants, the greater the amount of carbon emissions and traffic congestion avoided, therefore this program only stands to benefit from increased participation, and does not experience diminishing returns.



FY24 DISTRICT QUESTIONS

Sponsor: Southwest Montana Mountain Bike Association

Sponsor Questions:

- 1. Please provide the names and email addresses of the individuals that will be representing your organization at the Review Meetings:
 - a. June 6: Ashley Wilson, ashley@bscomt.org (in-person)
 - b. June 8: Hannah Richardson, hannah@spanishpeaksfoundation.org (in-person)
- 2. Who is the other public funding source listed in your current FY budget on the Sponsor Efficiency Worksheet?

In March 2023, SWMMBA Big Sky applied for \$50,000 from the Gallatin County Open Space Levy funding. It was a great opportunity to present to the County on behalf of the Big Sky community. We were not awarded the funds mostly due to the fact that pump tracks serve a very specific purpose, whereas other recreation/conservation projects were for multi-use on a larger scale.

Big Sky Community Park Pump Track-Phase 2

Project Questions:

1. Will this be coordinated with BSCO?

If yes, please explain. Yes. SWMMBA Big Sky's ongoing partnership with BSCO has been integral to the success of this project. Integrated Trail Labs designed Phase 1 and Phase 2 of the pump track. Designs for Phase 1 and Phase 2 were approved by BSCO. In addition, BSCO's Parks and Trails staff will continue to provide any necessary maintenance to the pump track. We are grateful for their continued support and partnership.

a. Has there been any funding to-date spent on this project? If so, please outline the funding scope and sources.

Yes. The three community foundations each contributed to the design costs of the Pump Track with a total of \$24,600 spent to date on Phase 2 of this project. The Yellowstone Club Community Foundation awarded \$14,600, and Spanish Peaks Community Foundation and Moonlight Community Foundation each awarded \$5000 last spring to cover the design fees.

SWMMBA Big Sky has received a \$50,000 pledge from Lone Mountain Land Company to subsidize the expensive cost of paving the entire pump track with asphalt.

Sources of funding for Phase 1 of this project include \$24,000 from individual donors, \$15,000 from a Business Sponsor Program, \$6,500 from grants, and other local partnerships that include in-kind donations. Phase 1 in total cost \$25,000.

2. The end date for the project occurs before the last milestone. Please validate the end date and milestone dates.

The Pump Track will be ready for use by October 2023 and then, weather permitting, the plan is to pave the track with asphalt in the fall. If it is too cold, the pump track will be paved in June 2024 and the landscaping will be completed in June 2024 regardless.



FY24 DISTRICT QUESTIONS

Sponsor: Visit Big Sky

Sponsor Questions:

- 1. Please provide the names and email addresses of the individuals that will be representing your organization at the Review Meetings:
 - a. June 5: Brad Niva: Brad@visitbigskymt.com
 - b. June 8: Brad Niva: Brad@visitbigskymt.com
- 2. What is the amount of your CVB funding from the state lodging tax?

\$825,000 for FY24 but not approved until June 6th application process.

3. You are requesting a total of 159.60% more funds than you received last year, do you have the capacity to execute this large request?

Yes, we do. The wayfinding signage, bathroom and destination strategy projects have been in the works for the last six months and two of the three projects are being managed by a contractor.

- 4. Are your other revenue streams increasing at the same rate of increase that your BSRAD request is?
 - a. If not, why?

We only have one other revenue stream and that is the state tourism lodging tax. That is a set percentage of 11% of collections that are collected in Big Sky on a quarterly basis. Yes, we're seeing an increase year over year, but we can't use those funds for capitol projects except wayfinding.

Town Center Public Bathrooms

Project Questions:

1. What is the plan to successfully complete construction during the winter season?

The permitting phase has taken much longer than anticipated. State DEQ permits are taking 6-8 months to be approved. Once approved, we can move forward with final bidding and groundbreaking. With the help of TCOA/LMLC we hope to get as much work done during fall 2023 and into the winter to be ready by spring 2024.

- 2. Have the Water & Sewer hookups needed for this project been secured?
 - a. If not, explain why.

Yes, allocation of SFE's for public bathrooms is available and Ron Edwards from Big Sky Water and Sewage has approved the needed SFE's.

3. Please share the management plan with TCOA.

Already completed and management plan is signed and is on file at BSRAD.

4. To confirm, you will not be using any of the approved allocation from last year, so this is essentially an updated ask with new numbers for the same project.

To date we've submitted about \$40,000 in receipts for architecture, permitting and necessary fees for the project in FY23. We anticipate not using \$280,000 of our original \$330,600 ask for FY23. Yes, this is the same project with new numbers based on the increased cost of construction in Big Sky.

5. VBS will be requesting cleaning supplies and toilet paper through its operational budget for these bathrooms once completed if I understand the application correctly?

No, VBS is allowed to bill the state tourism office for "visitor services" which would cover the cleaning supplies and toilet paper. The management agreement signed between VBS and TCOA outlines that process. If VBS was to lose the state tourism funding TCOA would pay for the supplies.

6. Will this be an asset of Town Center, and either way, should they contribute to the project since it's part of Town Center?

It will become the property of TCOA and their contribution is the land that it sits on, construction management of the project, future maintenance and utilities of the facility.

7. Are there any plans for additional public restrooms?

Nothing is planned at this time, however as our community grows the need for public restrooms will be needed.

Visitor Marketing and Events

Project Questions:

1. When, where, and what is the large event mentioned in the application?

Big Sky Resort and Visit Big Sky have been approached by a number of endurance race promoters. Examples would be Tough Mudder, Spartan and 29029 Event. Big Sky based on its popularity and elevation is an ideal location for these types of events. We are trying to land a race such as this in the "shoulder season" when hotel occupancy is down and the opportunity to host over 20,000 people for an event like this is very compelling. The funds requested would be used as "local investment" in this type of event. We're working with Big Sky Resort for an event in FY24. In most cases a contract for 5-10 years as a host community would be our goal.

2. Please elaborate as to what events you are referencing in this request, and if these are events Visit Big Sky would be putting on or funding to another entity.

Sports tourism is a great product for Big Sky to develop and invest in. As mentioned in question #1 above, hosting a large event in the shoulder season would put people in town, fill hotel rooms and give our community a product to sell when we'd normally be closed. Big Sky Resort is leading this effort to distinguish which event would fit best on the mountain. Visit Big Sky will be partnering, and we'll of course pull in BSCO and others as this project gets more established. Due to the BSRAD annual request cycle we need to request funds now for a future FY24 event.

- 3. How much of your request is focused on marketing vs events? 27% (\$75,000 for events) and 73% (\$200,000 for marketing efforts)
- 4. One of your projects discusses the overall anxiety that tourism brings up in the community right now and coming up with a plan for destination management. How do you think this would be perceived by the community and business owners who seem to be having a hard time keeping up with the tourists we currently have?

The Destination Management Strategy will be built on research that is conducted to the community, to the businesses and to our visitors. With this dataset we'll start the process of a long-term strategy for our visitor economy based on the feedback received. Big Sky is in a unique position because our town is still growing, and we have the opportunity to manage tourism in the right way. So often, communities that are already established have a more difficult time developing a tourism strategy. After COVID when mountain communities got inundated by tourists, we're seeing a national trend by other mountain communities invest in this planning process. Jackson Hole, Park City, Vail and Truckee are doing this important work as well. We have a steering committee of 12 local stakeholders guiding this directive and a national thought leader leading the process.

5. I've heard businesses are struggling with foot traffic and fewer customers this year, compared to the past couple of years. Are businesses requesting more marketing or support with the challenges of doing business?

Yes, absolutely. We're seeing a drop in summer traffic right now and many of our property managers are requesting additional marketing efforts. In the last week you've probably noticed more than half of our lodging partners have "gone on sale" to increase reservations for this summer. Overall, the COVID bubble has popped, and Big Sky needs to get out there and market us as a destination not just for shoulders but for our key winter and summer seasons. As you know March BSRAD collections were down for the first time in years, this is evidence that our visitor economy is cooling down.

VBS – Operations

Project Questions:

1. There is a 31% increase year over year for the same project. What is the main driver of this increase and what need justifies such a significant increase?

VBS is now paying 70% of the monthly rent compared to previous years where it was a 50/50 split with the Chamber. After doing an analysis, 70% of our space is being used for visitor services and VBS is now paying its equal share. We've also added one FTE to visitor services team allowing the visitor center to be open six days a week, 300 days a year.

Please outline the positions that this request helps fund and at what percent (specific \$
not necessary just want to ensure transparency among the same expenses being covered
within two separate requests to BSRAD)

CEO Salary: 26%

Communication/Website-Digital Manager: 12%

Accounting: 16%

Marketing Manager: 25%

Visitor Services Staff: 21%

Destination Research and Stewardship Plan

Project Questions:

- 1. What will the outcomes of this plan be and how will they be implemented?
 - a. Will they result in new programs or capital needs?

Our Big Sky plan called out the community need for a destination strategy plan. We've put together a team of local stakeholders who will be the steering committee for this work over the next few years directed by Kristin Dahl (Cross Current Collective Advisors and Faculty of George Washington University Destination Management Program). We do anticipate future projects and capital needs where a multiple of Big Sky organizations band together to make a future ask of BSRAD or philanthropy. An example: increased transportation investments to encourage visitors to ride public transportation lessening the need for a rental car and limiting traffic and parking congestion in Big Sky...

2. There is a 143% increase year over year for the same project. What is the main driver of this increase and what need justifies such a significant increase?

FY23 was the exploratory phase I to identify the needs of the community and investigate what other mountain towns were doing in this space. Phase II is the heavy lifting with retainment of our consultant, research that includes a resident sentiment survey, business owners survey and a visitor engagement to ask the visitors about their experience in Big Sky.

3. Could the current VBS Board not be the Destination Leadership Team? The creation of another leadership group related to visitation seems redundant.

The VBS board doesn't have the makeup of the key stakeholders who are developing the future of Big Sky. We purposely invited E-Level participants who can direct change in their work to meet the long-term goals of the project. We weren't looking for tourism experts, we were looking for participants who can affect change in the long-term.

- 4. Who will be the collector and distributor of this data?
 - a. Was it bid out to multiple bidders?

VBS and the steering committee will be the collectors and distributors. This information will be entered into the Our Big Sky plan work. Yes, we reviewed four similar plans from other destinations around the country and interviewed several professionals in this space. We awarded Kristin Dahl of Crosscurrent Collective a national thought leader in this work.

5. As the overall asks continue to grow and outpace the money available how can you work to decrease your ask of BSRAD related to this project's costs?

We're very aware of the competitive nature of the BSRAD process and know that this type of investment isn't particularly sexy, but those of us in the trenches know it's terribly important to find a balance between tourism and our resident's needs. VBS is in the process of developing additional funds from the Montana State Tourism board as well as pursue a local tourism improvement district where a new tax will be charged to visitors to fund future projects and needs

6. How is this plan different than the Destination Stewardship Plan and the Visitor Impact Research we funded last year?

As mentioned above, the Destination Stewardship Plan last year was Phase I where we got a chance to identify the needs and get first steps of the planning process started. The Visitor Impact Research is the collection of data regarding spending, average night stayed, occupancy and more analytical data on who our visitors are. We'll continue to collect that data, but the new data in this project is surveying our residents, our businesses, and our visitors to get a comprehensive idea on where we can find low hanging fruit to make change in our community. Please see the list of community members on our steering committee:

BIG SKY LEADERSHIP

PROJECT ADVISORY TEAM

Convener: Visit Big Sky

Katie Alvin, Big Sky Arts
Ashley Wilson, Big Sky Community Organization
David O'Connor, Big Sky Housing Trust
Lizzie Peyton, Big Sky SNO
Yann Benjamin, Big Sky Resort
Kristin Gardner, Gallatin River Task Force
Bayard Dominick, Lone Mountain Land
Krista Traxler, Lone Mountain Land
Daniel Bierschwale, Resort Tax
Chris Dunkerson, Yellowstone Club



Wayfinding Signage Project

Project Questions:

1. How will this affect existing signage from multiple sources?

This will replace the existing 20 signs that are Mountain/Meadow/Canyon (see example below) Overall, this project is pulling together Big Sky Resort, Town Center and the existing VBS signs into one collaborative project that will have common themes and give the visitor the idea that they are in "Big Sky". The above-mentioned organizations have all signed on with Tangrem Designs our designated "Environment Graphic Design" team and will be updating all their existing signage in this process as well. This project won't affect any existing state signage.



- 2. Do you have examples of the signage, if not the exact design, maybe examples from other communities you hope to work off of?
 - a. If yes, please share.

VISIT BIG SKY

FY23 & FY24 PROJECTS

• WAYFINDING PROJECT



b.



FY23 & FY24 PROJECTS
• WAYFINDING PROJECT





3. This looks like a multi-year project for a total of \$1.6M with 700k total in ask from BSRAD. Is there a map outlining locations of signs and plan for such a large project that you could share so we could have a better understanding?

VBS does have the master plan of the existing signs, but our contractor is suggesting a minimum of eight additional signs to meet the needs of our community. Happy to share, but the file is too big to share in this document. The project is to take place over a three-year period and the last year, we're anticipating a new "Monument Sign" to welcome everyone to Big Sky near the Conoco.

- Will the TIGER-grant work interfere with this project?
 No, we'll be installing signs after the Tiger Grant project is completed.
- 5. Is there a way to get some type of federal or county funding for the roadway and LED signage? We're not aware of any federal allotment of funds for community wayfinding signage. We typically see these types of projects funded through tourism grants. More than 60% of this project funding is coming from the State of Montana Tourism program because this is an approved use of the funds.
- 6. Is there a way to get some type of funding from the parks and trails district for the pedestrian and biking signage?

This project will include branding guidelines for the project and if BSCO wants to make these upgrades they can use their parks and trails budget to have the signs made and installed.

- 7. Are you working with BSCO and/or BSTRPD on the biking and pedestrian signage?

 Currently, our plan is to come up with a design that can be used to continue the "sense of place" that our new signage will provide. The project scope will include branding guidelines that BSCO and others can use to upgrade their existing signage if they choose.
- 8. The LED signs, are you talking about ones like what is in the canyon?
 - a. If yes, do you have concerns about LED Sign approval? The school was denied due to neighbors' complaints about this type of signage.

We were not aware of the denial of the school's signs. These signs that we're proposing would be along the golf course and be double sided. We might need to consider a different location and to turn them off at night. There also might be some technology that would limit

the visibility to line of sight for the highway user but not for others. The signs will notify of an emergency or road closure, as well as community information. An example of the sign is below. Far more attractive than the canyon signage provided by MDOT.



TOWN CENTER RESTROOM MANAGEMENT PLAN

This **Management Plan** is entered into as of the _____ day of February, 2023 by and between **THE TOWN CENTER OWNERS ASSOCIATION, INC**, with a mailing address of P.O. Box 160040, Big Sky, MT 59716 and **VISIT BIG SKY**, with a mailing address of PO Box 160100, Big Sky, Montana 59716, collectively referred to as the "Parties," both of whom agree to this Agreement.

1. Facilities Being Managed. The Town Center Owners Association agrees to manage and maintain the future restroom facilities to be constructed on TCOA property at the following location:

BIG SKY TOWN CENTER PH I, S01, T07 S, R03 E, BLOCK 5, Lot F, ACRES 2.062, PLAT J-336-C PLUS OPEN SPACE & ROAD TRACTS

- **2. Daily and Routine Maintenance.** Daily cleaning and routine maintenance of both the interior and exterior of the constructed facilities will be managed and paid for by the TCOA. The TCOA, as the Owner and through its employees and contractors, will daily and routinely check, clean, and repair the entirety of the interior and exterior of the premise. This is to include the restocking of materials to the facility and the disposal of trash from the facility. The TCOA will also be responsible for cleaning supplies and any materials used in the cleaning and maintenance of the building.
- **3. Materials.** Visit Big Sky agrees to supply and resupply to the TCOA the disposables used in the operation of the facilities as funding allows. This is to include paper, liquid products and anything else they deem necessary. The TCOA assumes responsibility of supply replenishment in the event Visit Big Sky can no longer do so.
- **4. Damage or Loss**. As permitted given the extent of the law, the Owner (TCOA) will be responsible for risk of theft, damage, loss, or destruction of the Facility from any and every cause.
- **5. Insurance.** Insurance of the facility is to be covered by the TCOA as the location is on TCOA property.
- **6. Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

TOWN CENTER OWNERS ASSOCIATION, INC

Name:	Signed:	
Date:		
VISIT BIG SKY		
Name:	Signed:	
Date:		



FY24 DISTRICT QUESTIONS

Sponsor: Wellness in Action

Sponsor Questions:

- 1. Please provide the names and email addresses of the individuals that will be representing your organization at the Review Meetings:
 - a. June 6:
 - i. Allison Bradac allison@wiabigsky.org
 - ii. Katie Grice (Online) katie.grice@boyneresorts.com
 - iii. Michelle Kendziorski michelle.kendziorski@bigskyresort.com
 - b. June 8:
 - i. Allison Bradac allison@wiabigsky.org
 - ii. Katie Grice (Online) katie.grice@boyneresorts.com
- 2. Please explain the purpose of the unrestricted reserves outlined on the Sponsor Efficiency Worksheet.

Programming costs

- 3. Have you hired a new Executive Director yet?
 - a. If no, do you have an eta?

Yes, Allison Bradac was hired as Executive Director in April 2023. She has started on a part-time basis and will increase her hours through the summer to become full-time by September.

Counseling Services Hub-Building Remodel

Project Questions:

1. Are you seeking other grants or funding to cover the ~\$295,000 additional expenses outlined on the Project Budget? If so, please explain.

We are not currently exploring other grants or funding to cover the additional expenses.

We continue to engage our donor network to fundraise for WIA. This also includes fundraising events – though not specific to the remodel budget.

2. Have you considered as an alternative locating your services in the Big Sky Medical Clinic?

We have explored various partnerships with the Big Sky Medical Clinic, but have not come to any long term agreements at this time. We have had disscussions around the use of their space as an alternative during our remodel project, collaborating on sliding scale options, and extending our services to the medical center.

Our counseling model and larger building capacity would also make a full transition to the medical clinic challenging. WIA is not a mental health clinic but operates as a counseling platform that partners with private providers by offering free office space and access to our sliding scale. Because we are not a clinic

WIA cannot bill medicare, but the counselors themselves can and will try to bill insurance of all kinds before turning to WIA's sliding scale funds. We will continue to explore ways to collaborate with the Big Sky Medical Clinic in the future.

3. Is the request for \$200k in addition to the \$231k that was awarded last year?

Yes. This request will cover different infrastructure and remodel needs than what was outlined in the FY23 request such as electric, walls, paint, and plumbing.

- 4. Is this request in addition to or replacing the request last year for the same project?
 - a. If it is in addition, can you please provide a full budget for the entirety of the project with the total budget and all revenue sources?

This request is in addition to the FY23 request. After reviewing our budget for this project we realized that our original ask of \$200,000 can be cut in half and should be updated to \$100,000. Below is a breakdown of our expenditures and projected cost for the remainder of the project. Please find attached the most recent invoice we have received from our project manager, which includes a detailed breakdown of expentiures on the second page.

Pay App #	Amount
1	\$ 6,952.54
2	\$ 11,170.60
3	\$ 85,126.75
4	\$ 51,040.09
5	\$ 102,269.88
Subtotal	\$ 256,559.86
Retainage	\$ 9,098.75
Total Cost To Date (as of 5/20/23)	\$ 265,658.61
Remaining Budget	\$ 129,850.70
Contingency	\$ 44,310.71
Remaining Budget (less Contingency)	\$ 85,540.00
Projected Cost at Completion	\$ 351,198.60

5. Are the

improvements in the remodeling project for this year new needs that arose, or did the project have cost overruns?

The project always had this cost attached and was listed in the WIA's forecast for requested BSRAD funds last year, however, our current ask of \$100,000 is 90% less than what was projected in FY23.

6. Do the counties provide any funding, and if not, would this be a possibility in the future?

Not at this time. We continue to monitor the federal, state and county funding opportunities.

7. We know you addressed this last year but can you remind us of the length of the lease on your building?

We signed an eight year commercial lease for the building. See attached.

Sliding Scale Support for Counseling Services

Project Questions:

- 1. Are you seeking other grants or funding to cover the \$116,000 additional expenses outlined in the Project Budget?
 - a. If so, please explain.

Yes, We have budgeted \$45,000 in Private Foundation (Restricted) funds specificially for this project. We were recently awarded \$12,000 from Spanish Peaks Community Foundation.

- 2. How many patients were able to utilize the sliding scale option last year?
 - o In 2022, 61% of clients utilized the sliding scale 58 individuals
 - For 75% of these clients WIA paid 50% or more of the cost of counseling
 - Thus far in 2023, 68% of clients have utilized the sliding scale 67 individuals
 - For 94% of these clients WIA paid 50% or more of the cost of counseling
- 3. Do you have any stats on how many patients, how many hours, average age?
 - a. If yes, please share.
 - WIA sliding scale counselors & Dr. Reed saw a total of 94 unduplicated clients in 2022 for a total of 665 hours
 - Thus far in 2023, WIA sliding scale counselors & Dr. Reed have seen 120 clients for a total of 743 hours (2023 numbers are already exceeding 2022)
 - The Montana State University Counselors in Training who saw clients out of the WIA office saw 30 unduplicated clients for a total of 286 hours in 2022
 - The data provided by counselors is given in ranges and not exact ages, the 2 largest age groups are 21-30 followed by 31-45. These age groups represent 74% of counseling clients.
 - In 2022, 33 clients were seasonally employed
 - Thus far in 2023, 37 clients were seasonally employed
 - In 2022, 30 clients were uninsured
 - Thus far in 2023, 37 clients are uninsured
 - In 2022 most clients presented with multiple presenting problems, but life transition, depression, and anxiety were the highest
 - Thus far in 2023, most clients are presenting with anxiety followed by multiple diagnoses and life transition, depression, and relationship issues

TO OWNER:	Wellness In Action PO Box 161143 Big Sky, MT 59716		PROJECT: WIA Remodel	APPLICATION NUMBER: 5 PERIOD FROM: 4/23/2023 PERIOD TO: 5/20/2023	Distribution to: X OWNER ARCHITECT
FROM CONTRACTOR:	Two Bear Construction LLC PO Box 161339 Big Sky, MT 59716		CONTRACTORS JOB NO. 2301 AGREEMENT NO.: WIA AIA A102 Dated 2/9/23	CONTRACT DATE: 2/9/2023 ARCHITECT JOB NO. NA	CONTRACTOR CONSTRUCTION MANAGER
CONTRACT FOR:	General Construction		WIA AIA ATOZ Dated 2/9/23	ARCHITECT JOB NO. NA	
CONTRACTOR'	S APPLICATION FOR PAYME	NT	The undersigned Contractor certifie	s that to the best of the Contractor's	knowledge,
Application is made for pay	ment, as shown below, in accordance with the Cor	ntract.	information and belief, the Work co		
Continuation Sheet, Docum			completed in accordance with the C		
1. ORIGINAL CONTR	RACT SUM	\$ 395,509.30	paid by the Contractor for Work for and payments received from the Ow	which previous Certificates for Pay	yment were issued
2. Net Change By Ch	nange Orders	<u> </u>	CONTRACTOR:	1 3	
3. CONTRACT SUM	TO DATE (Line 1 +2)	\$ 395,509.30	BY:		DATE
4. TOTAL COMPLET	ED & STORED TO DATE	\$ 265,658.60	B1		
(Column G on G703)					
			State of:	County of :	
5. RETAINAGE:					20
	Completed Subcontactor Work \$ 9,098	.75	Subscribed and sworn before me the	isday of	20
(Columns D & I	E on G/03)		Notary Public:		
b 5 0/ 0/ o	f Stored Material		My Commission Expires:		
b. 5% % of (Column F on G			CERTIFICATE FOR PAY	MENT	
Total Retainage (Line	*		OLKIII IOAIL TOK TAI	MILIKI	
Total in Column		\$ 9,098.75	In accordance with the Contract Do	cuments based on on-site observati	ons
Total III Column	1010/03)	Ψ 0,000.70	and the data comprising the above a		
6. TOTAL EARNED L	ESS RETAINAGE	\$ 256,559.85	certifies that to the best of his know		
(Line 4 less Line 5 To		<u> </u>	has progressed as indicated, the qua		
			the Contract Documents, and the Co	ontractor is entitled to payment of the	ne
7. LESS PREVIOUS	CERTIFICATES FOR PAYMENT		AMOUNT CERTIFIED.		
(Line 6 from prior Co	ertificate)	\$ 154,289.97			
			AMOUNT CERTIFIED		
8. CURRENT PAYME	ENT DUE	\$ 102,269.88	(Attach explanation if amount certified		
			Application and on the Continuation Si	heet that changed to conform to the am	ount certified.).
	ISH, INCLUDING RETAINAGE		CONSTRUCTION MGR:	D /	
(Line 3 less Line 6)	\$ 138,949	.45	By:	Date:	
CHANGE ORDER SUMM	MARY ADDITIONS	DEDUCTIONS	OWNER:		
Total changes approved in			By:	Date:	
previous months by Owner		- \$ -	This certificate is not negotiable. The		ole only
Total Approved this Month			to the Contractor named herein. Issu		
TOTALS		- \$ -	payment are without prejudice to ar	y rights of the Owner or Contractor	under
NET CHANGES by Chang	ge Order	\$ -	this Contract.		

AIA DOCUMENT G703

PAGE 2 of 2

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Use column 1 on Contracts where variable retainage for line items may apply.

In tabulations below, amounts are stated to the nearest dollar.

PROJECT: WIA Remodel

APPLICATION NO: 05 APPLICATION DATE: 04/23/23 PERIOD TO: 05/20/23

ARCHITECT JOB NO. NA JOB NO. 2301

A	В	С	D	Е	F	G		Н	I
ITEM	DESCRIPTION OF WORK	SCHEDULED	WORK COMPL		MATERIALS	TOTAL	%	BALANCE	RETAINAGE
NO.		VALUE	FROM PREVIOUS	THIS PERIOD	PRESENTLY	COMPLETED	(G/C)	TO FINISH	
			APPLICATION		STORED (NOT IN	AND STORED TO DATE		(C-G)	
			(D+E)		D OR E)	(D+E+F)			5%
1	Permit	\$ 2,234.00	\$ 2,234.00	\$ -	D OR E)	\$ 2,234.00	100.00%	\$ -	\$ -
2	Insurance	\$ 7,923.53	1	\$ -		\$ 7,923.53	100.00%	\$ -	•
3	General Conditions		1	1		.,	67.10%		
1		,	· ·						\$ -
4 5	General Requirements Div 2 - Existing Conditions - Demo	\$ 24,909.50 \$ 12,085.00	· ·	\$ 7,332.98 \$ 2,475.00		1	62.93%	\$ 9,233.17 \$ 1,010.00	\$ -
1		12,000.00	\$ 8,600.00	,		1,	91.64%	, , , , , ,	\$ 553.75
6	Div 3 - Concrete Patching	\$ 3,384.57	\$ 3,384.57	\$ -		\$ 3,384.57	100.00%	\$ -	\$ 169.23
7	Div 5 - Countertop Supports	\$ 43.36	\$ 43.36	\$ -		\$ 43.36	100.00%	\$ (0.00)	\$ 2.17
8	Div 5 - ADA Ramp Railing (Allowance)	\$ -	\$ -	\$ -		s -	0.00%	\$ -	\$ -
9	Div 6 - Countertops at Digital Booths	\$ 3,775.98	\$ 1,854.00	\$ 1,866.00		\$ 3,720.00	98.52%	\$ 55.98	\$ 186.00
10	Div 6 - In-Wall Blocking	\$ 2,250.00	\$ 2,250.00	\$ -		\$ 2,250.00	100.00%	\$ -	\$ 112.50
11	Div 6 - Wall Base and Window/Door Trim	\$ 12,260.00	\$ -	\$ 6,840.07		\$ 6,840.07	55.79%	\$ 5,419.93	\$ 342.00
12	Div 6 - Mechanical Room Vanity/Top - Material	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	\$ -
13	Div 6 - Mechanical Room Vanity - Labor	\$ 5,297.42	\$ -	\$ 5,297.42		\$ 5,297.42	100.00%	\$ -	\$ 264.87
14	Div 7 - Insulation - Wall and Ceiling	\$ 9,312.02	\$ 9,312.02	s -		\$ 9,312.02	100.00%	\$ 0.00	\$ 465.60
15	Div 7 - Acoustical Wall Sealant	\$ 1,349.37	\$ 1,207.12	\$ 142.25		\$ 1,349.37	100.00%	\$ -	\$ 67.47
16	Div 8 - Doors, Frames & Hardware	\$ 27,993.96	· ·	\$ 17,200.18		\$ 22,790.18	81.41%	\$ 5,203.78	\$ 1,139.51
17	Div 9 - Walls & Framing	\$ 5,005.82	· ·	\$ -		\$ 5,005.82	100.00%	\$ -	\$ 250.29
18	Div 9 - Drywall & Metal Panel Ceilings	\$ 33,222.29		\$ 5,459.54		\$ 30,269.65	91.11%	\$ 2,952.64	\$ 1,513.48
19	Div 9 - Existing Wall Patching & Finish (Allowance)	\$ 12,936.20	\$ 6,700.00	\$ 6,236.20		\$ 12,936.20	100.00%	\$ -	\$ 646.81
20	Div 9 - Flooring	\$ 12,930.20 \$ 14,277.31	\$ 3,804.74	\$ 3,317.16		\$ 7,121.90	49.88%	\$ 7,155.41	\$ 356.10
	Div 9 - Painting			- ,		., .,		, , , , ,	, , , , , , ,
21		\$ 19,140.00		\$ 4,329.27		\$ 4,878.50	25.49%	\$ 14,261.50	\$ 243.93
22	Div 10 - Toilet Accessories	\$ 367.00	\$ -	\$ 367.00		\$ 367.00	100.00%	\$ -	\$ 18.35
23	Div 10 - Signage (Allowance)	\$ 1,725.00	\$ -	\$ -		\$ -	0.00%	\$ 1,725.00	\$ -
24	Div 22 - Plumbing - GRB Services	\$ 16,750.00	\$ 16,750.00	\$ -		\$ 16,750.00	100.00%	\$ -	\$ 837.50
25	Div 22 - Plumbing - Mechanical Room Upgrades	\$ 661.14	\$ 661.14	\$ -		\$ 661.14	100.00%	-	\$ 33.06
26	Div 23 - HVAC - Bathroom Exhaust	\$ -	\$ -	\$ -		s -	100.00%	\$ -	\$ -
27	Div 26 - Electrical Demo/Rework (Allowance)	\$ 8,185.80	\$ 1,800.00	\$ 4,987.76		\$ 6,787.76	82.92%	\$ 1,398.04	\$ 339.39
28	Div 26 - Electrical & LV Cabling - Standard Electric	\$ 26,585.00	\$ 13,146.00	\$ 13,439.00		\$ 26,585.00	100.00%	\$ -	\$ 1,329.25
29	Div 27 - Low Voltage - Mechanical Room Rework	\$ 3,950.80	\$ -	\$ -		s -	0.00%	\$ 3,950.80	\$ -
30	Div 31 - Earthwork - ADA Ramp (Allowance)	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	\$ -
31	Div 32 - Exterior Improvements - ADA Ramp (Allowance)	\$ 9,384.00	\$ -	\$ 4,550.00		\$ 4,550.00	48.49%	\$ 4,834.00	\$ 227.50
32	Construction Contingency	\$ 44,310.71	\$ -	\$ -		s -	0.00%	\$ 44,310.71	s -
33	GC Fee	\$ 22,387.32	\$ 9.031.89	\$ 6,005.39		\$ 15,037.28	67.17%	\$ 7,350.04	s -
34		,- 37.02	\$ -	\$ -		\$ -	0.00%	\$ -	\$ -
35			\$ -	\$ -		\$ -	0.00%	\$ -	\$ -
36			\$ -	\$ -		\$ -	0.00%	\$ -	\$ -
	Totals:	\$ 395,509.30	\$ 159,563.38	\$ 106,095.22	\$0.00	\$ 265,658.60	67.17%	\$ 129,850.70	\$ 9,098.75
CHAN	IGE ORDERS	¢	I ¢	I ¢	1	1.6			1 ¢
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3		\$ -		° -				\$	· -

CHAN	GE ORDERS							
1		\$ -	\$ -	\$ -		\$ -	\$ -	- \$
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3		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
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5		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
6		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
7		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
8		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
9		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
10		\$ -	\$ -	- \$		\$ -	\$ -	\$ -
	Totals:	s -	\$ -	\$ -	\$0.00	\$ -	\$ -	s -
	-							

106,095.22 \$

265,658.60

67.17% \$

129,850.70 \$

9,098.75

159,563.38 \$

Project Totals: \$

395,509.30 \$

COMMERCIAL LEASE AGREEMENT

This COMMERCIAL LEASE AGREEMENT ("Lease"), dated as of the 1st day of May, 2022 (the "Effective Date"), is entered into by and between Skywood Holdings, LLC, a Montana limited liability company ("Landlord") and Women in Action, Inc., a Montana non-profit corporation, and its successors ("WIA" or "Tenant"). Landlord and Tenant are also sometimes referred to herein collectively as the "Parties" or individually as a "Party."

In consideration of the rents, covenants, and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged and agreed, Landlord and Tenant covenant, warrant, and agree as follows:

1. Definitions

1.1 <u>Defined Terms</u>. For purposes of this Lease, the following terms shall have the following meanings:

"Additional Rent" means all sums other than Base Rent payable by Tenant to Landlord under this Lease, including Operating Expenses and Taxes, Tenant's payments for services, Late Fees, Administrative Charges, overtime service charges, interest, and any and all other amounts due under this Lease, including any and all other sums that may become due by reason of any default of Tenant or failure to timely comply with the agreements, terms, covenants and conditions of this Lease to be performed by Tenant.

"Administrative Charge" means the amount added to the cost of any Landlord service charges or charges incurred by Landlord from third-party service providers to cover Landlord's administrative costs.

"Affiliate" means any entity, any parent, subsidiary or affiliate corporation which Controls, is controlled by or is under common Control with such entity. For purposes of this definition, "Control" means the possession of the power to direct or cause the direction of the management and policy of an entity, whether through the ownership of voting securities, by statute, or by contract.

"**Alterations**" is defined in Section 10.1.

"**Assignment**" is defined in Section 14.1.

"Base Rent" is defined in Section 4.1.

"Building" means the building commonly known as "Riverside 1" and having the street address of 47855 Gallatin Road, Gallatin Gateway, Montana 59730. The term Building is used interchangeably with the term Premises in this Lease when referencing Riverside 1.

"Building Systems" means the structural portions of the Building, the roof, the foundation, elevators, the HVAC Systems (as hereafter defined), mechanical, electrical, plumbing, security, and fire and life safety systems and equipment, including the fire alarm and fire sprinklers.

"Business Days" means all days, excluding the following days: Saturdays, Sundays, and all days observed as legal holidays by the Federal Government.

"**Business Hours**" means, on each Business Day, the hours from 8:00 A.M. to 5:00 P.M. Mountain Standard Time.

"Common Areas" means the including the parking areas and landscaped areas on the Property that are designated for the nonexclusive common use of all tenants of the Buildings located on the Property (where Riverside 1 and Riverside 2 are located) and their invitees.

"**Event of Default**" is defined in Section 15.

"Force Majeure Event" means any of the following events: (a) acts of God; (b) floods, fires, earthquakes, explosions, or other natural disasters; (c) war, invasions, hostilities (whether war is declared or not), terrorist threats or acts, riots or other civil unrest; (d) governmental authority, proclamations, orders, laws, actions, or requests; (e) embargoes or blockades in effect on or after the date of this Lease; (f) epidemics, pandemics, or other national or regional emergencies; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortages of supplies, adequate power, or transportation facilities; and (i) other events beyond the control of the Parties.

"Force Majeure Noticing Party" is defined in Section 23.8(b).

"Ground Lease" means any current or future ground lease or underlying lease affecting all or any portion of the Property, including all modifications, renewals, supplements, consolidations, and replacements thereof.

"HVAC" means heating, ventilation, and air-conditioning.

"HVAC Systems" means the HVAC systems of the Building.

"Landlord Party" means Landlord's direct or indirect partners, officers, shareholders, directors, members, trustees, beneficiaries, servants, employees, principals, contractors, licensees, agents, invitees, or representatives.

"**Landlord's Address for Notices**" means 735 Sandhill Road, Big Sky, Montana 59716, Attention: Jeff Helms, or at such other address as Landlord shall designate by written notice to Tenant sent pursuant to Section 18 hereof.

"Landlord's Address for Rent Payments" means 735 Sandhill Road, Big Sky, Montana 59716.

"Late Fee" is defined in Section 4.4.

"Layout" means a layout and interior plans of the first and second floors of the Building as identified in the document attached hereto as Exhibit "A" which is incorporated by reference.

"Laws" is defined in Section 8.2.

"Lease Commencement Date" is defined in Section 3.2.

"Lease Expiration Date" is defined in Section 3.3.

"Market Service Rate" means, for each service provided by Landlord to Tenant, the full market rate then charged by Landlord, or any party providing the service on behalf of Landlord, to tenants of the Building, in each case together with an Administrative Charge.

"Minor Alterations" is defined in Section 11.2

"Operating Expense Estimate" is defined in Section 5.1(a).

"**Operating Expenses**" is defined in Section 5.1(b).

"Operating Year" is defined in Section 5.1(c).

"Party" or "Parties" is defined in the Preamble.

"**Premises**" means the entire Building located at the Property, except as otherwise provided herein. The term Premises is used interchangeably with the term Building in this Lease when referencing Riverside 1.

"Property" means the real property on which the Building is located together with the Building and all appurtenant fixtures and personal property of Landlord used in the operation of the Building and/or the Property, and any other improvements now existing or hereafter constructed thereon, including the parking lot, walkways, and landscaped ground. The Property is further identified on the document attached hereto as **Exhibit "B"** which is incorporated by reference.

"Reconciliation Statement" is defined in Section 5.5.

"**Rent**" means, collectively, Base Rent and Additional Rent.

"**Restoration Estimate**" is defined in Section 13.1.

"**Sublease**" is defined in Section 14.1.

"**Tax**" or "**Taxes**" is defined in Section 6.1(a).

"**Tax Statement**" is defined in Section 6.1(c).

"**Tax Year**" is defined in Section 6.1(c).

"Tenant Parties" means Tenant, any Affiliate of Tenant, any permitted assignee subtenant or occupant of the Premises, and each of their respective direct or indirect partners, officers, shareholders, directors, members, trustees, beneficiaries, servants, employees, principals, contractors, subcontractors, vendors, service providers, licensees, agents, invitees, or representatives.

"**Tenant-Owned Property**" is defined in Section 10.3.

"**Tenant's Address for Notices**" means P.O. Box 161143, Big Sky, Montana 59716, Attention: Executive Director, or at such other address as Tenant or its counsel shall designate by written notice to Landlord sent pursuant to Section 18 hereof.

"**Tenant's Share**" is currently one hundred percent (100%) for the Building, but Tenant's Share may be amended if other third-party's lease any space in the Building directly with Landlord.

"**Term**" is defined in Section 3.1.

1.2 <u>Interpretation</u>.

- (a) This Lease shall be construed without regard to any presumption or other rule requiring construction against the drafting Party.
- (b) The captions, headings, and titles in this Lease are solely for convenience of reference and shall not affect the interpretation of the provisions under such caption, heading, or title.
- (c) Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- (d) As used in this Lease: (i) "and/or" when applied to one or more matters or things applies to any one or more, or all such matters or things as the circumstances warrant; (ii) "including" means "including, without limitation"; (iii) "person" means any natural person or persons, a partnership, a corporation, and any other form of business or legal association or entity; and (iv) "this Lease," "herein," "hereof," and "hereunder," and words of similar import, refer to this Lease as a whole, and not to any particular section, unless expressly so stated.
- (e) All of the terms and provisions of each exhibit or schedule to this Lease are incorporated into and made a part of this Lease to the same extent as if they were included in the body of this Lease.

2. Lease of Premises

- 2.1 <u>Demise</u>. Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord the Premises for the Term, upon and subject to the terms, covenants, representations, warranties, provisions, and conditions of this Lease.
- 2.2 <u>Entire Building</u>. It is the intent of the Parties that Tenant lease the entire Building. Landlord agrees to remove any of Landlord's personal property prior to the Effective Date, and Landlord agrees to prorate the Rent, Taxes, and Additional Rent owed by Tenant if the Landlord's personal property prevents the Tenant from using and occupying any portions of the Building.
- 2.3 <u>Common Areas of the Property</u>. Tenant shall have the nonexclusive right to use the Common Areas of the Property.
- 2.4 <u>Commercial Lease</u>. The Parties agree and acknowledge that this Lease is a commercial lease and the rights and obligations of the parties are as set forth herein, and neither the provisions of the Montana Residential Landlord and Tenant Act of 1977, as amended, nor the Residential Tenants Security Deposits Act are applicable to the parties' rights and obligations as set forth under this Lease, unless otherwise agreed by the Parties as provided for herein.

2.5 <u>Residential Apartment</u>. The Parties agree and acknowledge the Building currently contains an upstairs area that could be used as a residential apartment ("**Apartment**"). The Parties agree that Tenant may be able to occupy the Apartment for residential use. Tenant shall have an opportunity to inspect the Apartment prior to the Lease Commencement Date as provided in Section 7.4 herein. After the inspection, Tenant shall notify Landlord if it will use the Apartment for residential purposes.

3. Term

- 3.1 <u>Term.</u> This Lease shall be effective and binding on Landlord and Tenant on the Effective Date. The term of this Lease shall be five (5) years, commencing on the Lease Commencement Date and ending on the Lease Expiration Date ("**Term**").
- 3.2 <u>Lease Commencement</u>. The "**Lease Commencement Date**" shall be the date, after the Execution Date, and in accordance with Section 7.1.
- 3.3 <u>Lease Expiration</u>. The "**Lease Expiration Date**" means the last day of the month in which the fifth (5th) anniversary of the Lease Commencement Date occurs, or such earlier date on which the Term shall sooner end pursuant to any of the terms, covenants, or conditions of this Lease or pursuant to law.

4. Rent

4.1 <u>Base Rent</u>. Tenant shall pay to Landlord a fixed base rent ("**Base Rent**") for the Term at the rate of:

Time Period	Annual Base Rent	Monthly Base Rent
First Year After Lease Commencement Date	\$ 60,000.00	\$ 5,000.00
Second Year After Lease Commencement Date	\$ 60,000.00	\$ 5,000.00
Third Year After Lease Commencement Date	\$ 60,000.00	\$ 5,000.00
Fourth Year After Lease Commencement Date	\$ 62,400.00	\$ 5,200.00
Fifth Year After Lease Commencement Date	\$ 64,896.00	\$ 5,408.00
Sixth Year After Lease Commencement Date	\$ 67,488.00	\$ 5,624.00
Seventh Year After Lease Commencement Date	\$ 70,188.00	\$ 5849.00
Eighth Year After Lease Commencement Date	\$ 72, 984.00	\$ 6,082.00

4.2 <u>Additional Rent</u>. In addition to Base Rent, Tenant shall pay to Landlord: (a) Operating Expenses in accordance with Section 5; (b) Taxes in accordance with Section 6; and (c) all other items of Additional Rent as they shall become due and payable under this Lease.

- 4.3 Rent Payments. The initial monthly installment of the Base Rent shall be paid by Tenant to Landlord upon the Lease Commencement Date of this Lease. All subsequent installments of the Base Rent shall be payable in equal monthly installments within the initial five (5) days of each and every calendar month during the Term. Operating Expenses shall be payable in accordance with Section 5. Taxes shall be payable in accordance with Section 6. Subject to the terms and conditions of this Lease, Tenant covenants and agrees to pay Base Rent, Tenant's Share of Operating Expenses, and Tenant's Share of Taxes within five (5) days when due without notice or demand therefor (other than any notice required under Section 5 or Section 6 hereof) and, with respect to other Additional Rent items, following notice thereof pursuant to the terms of this Lease. All items of Rent shall be paid without any abatement, deduction, or setoff for any reason whatsoever. Tenant covenants and agrees to pay Rent in lawful money of the United States, to Landlord at Landlord's Address for Rent Payments or in a different manner authorized by Landlord. Tenant's covenant to pay Rent is independent of every other covenant in this Lease.
- 4.4 <u>Late Fee.</u> Any Rent payable by Tenant to Landlord under this Lease that is not paid when due will be subject to a late payment charge of Twenty-Five 00/100 Dollars (\$25.00) per day. Tenant acknowledges that the Late Fee represents a fair and reasonable estimate of the costs Landlord will incur by reason of the late payments by Tenant. Neither assessment nor acceptance of a Late Fee by Landlord shall constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies available to Landlord.
- 4.5 <u>Prorated Rent</u>. Concurrently with Tenant's execution of this Lease, Tenant shall pay to Landlord one (1) monthly installment of Base Rent payable under this Lease for the first full calendar month of the Term. For any partial month during the Term, the monthly installments payable for such month, including the payments of Base Rent, Operating Expenses, and Taxes, shall be prorated on a *per diem* basis from the Lease Commencement Date until the first day of the following month based on the actual numbers of days in such partial month.
- 4.6 Tenant Option to Cancel. In accordance with the requirements herein, Tenant shall have the one-time option to cancel the fourth (4th), fifth (5th), sixth (6th), seventh (7th), and eighth (8th) years of the Lease. Tenant may cancel the fourth (4th), fifth (5th), sixth (6th), seventh (7th), and eighth (8th) years of the Lease by providing Landlord written notice within one hundred twenty (120) days prior to end of the third (3rd) year of the Lease ("Cancellation Deadline"), and upon the payment of an additional three (3) months of Base Rent as consideration to Landlord for Tenant's exercise of its option to cancel. Tenant waives its rights under this provision to the extent that an Event of Default by Tenant has occurred and has not been adequately cured to the satisfaction of Landlord on the Cancellation Deadline.
- 5. Operating Expenses. Commencing on the Lease Commencement Date, for each Operating Year within the Term, Tenant shall pay to Landlord in accordance with this Section 5, as Additional Rent, an amount equal to Tenant's Share of all Operating Expenses for that Operating Year for the Building. The Parties agree and acknowledge that the applicable Operating Expenses, Taxes, and other shared expenses for the Property shall be prorated with the tenant occupying the other building located on the Property commonly known as "Riverside 2". The current tenant occupying Riverside 2 is NAPA Auto Parts, and attached hereto as Exhibit "B" is a Site Plan of the Property which may be used and referred to by the Parties. The applicable Operating Expenses, Taxes, and other shared expenses for the Property shall be prorated between Tenant and NAPA Auto Parts based on the respective square footage of each building. The square footage of Riverside 1 is 3,584 sq/ft, and the square footage of Riverside 2 is 5,808 sq/ft., as a result, the applicable Operating Expenses, Taxes, and other shared expenses

for the Property are prorated as follows: Riverside 1 shall pay for thirty-eight percent (38%) and Riverside 2 shall pay for sixty-two percent (62%) of the same.

5.1 <u>Operating Expense Definitions</u>. As used in this Lease:

- (a) "Operating Expense Estimate" means a written estimate of the amount of Tenant's Share of Operating Expenses for the applicable Operating Year. Such Operating Expense Estimate shall be in reasonable detail.
- (b) "Operating Expenses" means all costs and expenses paid or incurred by or on behalf of Landlord in connection with the ownership, management, operation, maintenance, repair and/or replacement of the Building and the Property or providing services in accordance with this Lease.
 - (i) In particular, Operating Expenses shall include, among other things, the cost of:
 - (A) Landscaping and other general maintenance expenses for the Property.
 - (B) Utilities including, but not limited to, sewer/septic, private water, waste management (garbage/recycling), telephone, gas, electric, internet access, and cable services for the Building or the Property.
 - (C) Insurance premiums (including workers' compensation, terrorism, and flood insurance) and deductibles, or reasonable premium equivalents or deductible equivalents should Landlord elect to self-insure any risk that Landlord is authorized to insure hereunder.
 - (D) Fees for licenses and permits.
 - (E) Maintenance of paved areas, sidewalks, or other common areas (including snow and ice removal, sweeping, striping, and repairing).
 - (F) Costs of services provided to tenants of the Building, but excluding any overtime services for which a tenant pays landlord directly.
 - (G) Window washing.
 - (H) Interior painting.
 - (I) Janitorial cleaning and refuse removal services.
 - (J) Security costs, including security access control systems and security personnel.
 - (K) Personnel costs applicable to the Building and the Property, including wages and salaries, fringe benefits, and payroll taxes.
 - (ii) Landlord may contract with third parties or affiliates of Landlord for any or all of the services described in Section 5.1(b)(i) and the cost of such services shall be included in Operating Expenses.

- (iii) Operating Expenses shall not include any costs or services that are: (1) directly contracted with and paid by Tenant for the Building or the Property; and (2) any costs to repair or replace Building Systems.
- (c) "**Operating Year**" means a period of twelve (12) successive months commencing on January 1, 2022.
- 5.2 <u>Monthly Installments</u>. Before the Lease Commencement Date, and thereafter before the start of each full or partial Operating Year, Landlord shall give Tenant an Operating Expense Estimate. For each month of the Term, on the same date that Base Rent is due, Tenant shall pay Landlord an amount equal to 1/12th of the Operating Expenses for the Operating Year, as shown on the Operating Expense Estimate.
- 5.3 <u>Continuation of Payments</u>. If Landlord has not furnished Tenant with an Operating Expense Estimate before the start of an Operating Year, Tenant shall continue to pay the monthly sum payable by Tenant for the last month of the preceding Operating Year. When Landlord delivers the Operating Expense Estimate to Tenant, Landlord shall also notify Tenant of any deficiency or overpayment in the payments made to date for the Operating Year. If there is a deficiency, Tenant shall pay the amount of such deficiency together with the next monthly payment of Operating Expenses. If there has been an overpayment, Landlord shall credit the overpaid amount to the next monthly payment of Operating Expenses.
- Sear, any one or more of the Operating Expense Estimate. If, at any time during any Operating Year, any one or more of the Operating Expenses are increased (or are projected to increase) to rates or amounts in excess of the rates or amounts used in calculating the Operating Expense Estimate for that Operating Year, then Landlord may issue a revised Operating Expense Estimate. The revised Operating Expense Estimate shall advise Tenant of the amount of the increase in the Operating Expenses, the month in which the increase will become effective, Tenant's Share thereof, and the months for which the increased payments are due. Tenant shall pay the increase to Landlord as part of Tenant's monthly payments of estimated expenses as provided in Section 5.3, commencing with the month in which the increase becomes effective.
- 5.5 <u>Reconciliation Statement</u>. Annually, as soon as is reasonably possible after the end of each Operating Year, Landlord shall furnish to Tenant a statement (a "**Reconciliation Statement**") showing in reasonable detail the actual or prorated Tenant's Share of Operating Expenses incurred by Landlord during such Operating Year. Any amount due Tenant shall be credited against installments of Operating Expenses next coming due, and any deficiency shall be paid by Tenant together with the next installment of Operating Expenses.
- 6. <u>Taxes</u>. Commencing on the Lease Commencement Date, for each Tax Year within the Term, Tenant shall pay to Landlord in accordance with this Section 6, as Additional Rent, an amount equal to Tenant's prorated portion of all Taxes for that Tax Year. The Parties agree that Tenant's prorated portion shall be based on the square footage of the Building (Riverside 1) in comparison to the square footage of Riverside 2 (currently occupied by NAPA Auto Parts). Riverside 1 shall pay for thirty-eight percent (38%) and Riverside 2 shall pay for sixty-two percent (62%) of the Property's taxes.
 - 6.1 Tax Definitions. As used in this Lease:
 - (a) "Tax" or "Taxes" means and includes any form of federal, state, county, or local government or municipal taxes, fees, charges, or other impositions of every kind (whether general, special, ordinary, or extraordinary) related to the ownership, leasing, or

operation of the Premises, the Building, or the Property. Notwithstanding the foregoing, Taxes shall not include personal or corporate income or franchise taxes imposed against Landlord.

- (b) "Tax Statement" means a written statement of the amount of Tenant's Share of taxes for the applicable Tax Year. A Tax Statement shall be in reasonable detail, and shall include copies of the tax bills, if received.
- (c) "**Tax Year**" means the 12-month period commencing on January 1st of each year, or such other 12-month period as may be duly adopted as the fiscal year for real estate tax purposes by the State of Montana.
- 6.2 <u>Monthly Installments</u>. Before the Lease Commencement Date, and thereafter before the start of each full or partial Tax Year, Landlord shall give Tenant a Tax Statement. For each month of the Term, on the same date that Base Rent is due, Tenant shall pay Landlord an amount equal to 1/12th of the Tenant's Share of Taxes for the Tax Year, as shown on the Tax Statement.
- 6.3 <u>Reconciliation</u>. When the final tax bills for the Tax Year are available, Landlord shall give Tenant an amended Tax Statement that makes any necessary adjustment to Tenant's payment of Taxes. Any amount due Tenant shall be credited against future installments of Taxes coming due for the Tax Year, and any deficiency shall be paid by Tenant together with the next monthly installment of Taxes.

7. <u>Preparation for Occupancy and Disclosure</u>

- 7.1 <u>As-Is.</u> Except where otherwise specified herein, Tenant agrees that Tenant is familiar with the condition of both the Premises and the Building, Tenant hereby accepts the Premises and the Building in its "AS-IS, WHERE-IS" condition. Tenant acknowledges that neither Landlord, nor any representative of Landlord, has made any representation as to the condition of the Premises or the Building or its suitability for Tenant's intended use other than as expressly set forth herein. Tenant acknowledges and agrees that Tenant has made its own inspection of the Premises, Building, and the Property and Landlord has no obligation to make any repairs, replacements, or improvements (whether structural or otherwise) of any kind or nature in connection with preparing the Premises and the Building for Tenant's occupancy. The foregoing acknowledgments and agreement shall not reduce Landlord's maintenance, repair, and service obligations as set forth in this Lease.
- 7.2 <u>Landlord Improvements</u>. Within a reasonable time after the Effective Date, Landlord agrees to provide the following tune-up improvements to the Building paid for by the Landlord, including: (1) replacement of the carpet in the Building's entrance, lobby, accessways, and hallways (collectively "**Building Common Areas**"); (2) repainting of the walls in the Building Common Areas; and (3) fixing or replacement of three (3) cracked windows as mutually agreed by the Parties.
- 7.3 <u>Mold Disclosure</u>. There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth may be available from your county extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some experts contend

that certain strains of mold may cause serious and even life-threatening diseases. However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying the link between mold and serious health conditions. The seller, landlord, seller's agent, buyer's agent, or property manager cannot and does not represent or warrant the absence of mold. It is the buyer's or tenant's obligation to determine whether a mold problem is present. To do so, the buyer or tenant should hire a qualified inspector and make any contract to purchase, rent, or lease contingent upon the results of that inspection. A seller, landlord, seller's agent, buyer's agent, or property manager who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of or propensity for mold in a building that is subject to any contract to purchase, rent, or lease."

7.4 <u>Inspection of Apartment</u>. Prior to the Lease Commencement Date the Parties shall arrange for a walkthrough of the Apartment to identify any potential code, or health or safety, concerns regarding the Apartment and to comply with any and all applicable Laws. Landlord shall identify any improvements to the Apartment necessary to ensure the Apartment is in a fit and habitable condition for the potential residential use, unless the Parties agree to waive said residential use and in that case then Landlord shall ensure the improvements are made to resolve any health or safety concerns for the commercial use of the Apartment and to comply with any and all applicable Laws. Landlord shall accomplish any necessary improvements within a reasonable period of time. Subject to Section 10 herein, all other improvements or other modifications to the Apartment that are not necessary to resolve any code or health or safety concerns or done to comply with any and all applicable Laws are the responsibility of the Tenant.

8. <u>Use of Premises; Compliance with Laws; Hazardous Materials</u>

- 8.1 <u>Legal and Other Restrictions of Tenant's Use</u>. Tenant shall not use or occupy the Premises: (a) for any unlawful purpose; (b) in any residential manner or in any way that could subject this Lease to Montana's Residential Landlord-Tenant Act; provided, however, Tenant may use the Apartment in a residential manner; (c) in any way that will violate the certificate of occupancy for the Premises or the Building; (d) in a way that will constitute waste, nuisance, or unreasonable annoyance to Landlord or any other tenant or user of the Building; or (d) in a way that may increase the cost of, or invalidate, any policy of insurance carried on the Building or the Property.
- 8.2 <u>Compliance with Laws</u>. Unless otherwise stated herein, Tenant, at Tenant's sole cost and expense, shall comply with (and shall cause all Tenant Parties to comply with) all Laws applicable to the Premises or the use or occupancy of the Premises. "**Laws**" means all present and future laws (including the Americans with Disabilities Act of 1990, as amended by the Americans with Disabilities Act Amendments Act of 2008, and the regulations promulgated thereunder), and applicable State of Montana statutes and local ordinances (including zoning ordinances and land use requirements), rules, and regulations of governmental and quasi-governmental authorities. Tenant shall not be responsible for Alterations to the Building for preexisting conditions with the Building that are required by local government officials to ensure compliance with any and all applicable Laws.
- 8.3 <u>Hazardous Materials</u>. Tenant shall not cause or permit any Hazardous Materials to be generated, used, released, stored, or disposed of in or about the Premises, the Building, or the Property. Tenant, however, may use and store reasonable quantities of cleaning and office supplies and other similar materials as may be reasonably necessary for Tenant to conduct

normal business operations in the Premises. From and after the Effective Date, Tenant shall indemnify and hold the Landlord Parties, harmless from and against any damage, injury, loss, liability, charge, demand, or claim based on or arising out of the presence or removal of, or failure to remove, Hazardous Materials generated, used, released, stored, or disposed of by Tenant or any Tenant Party in or about the Premises, the Building, or the Property.

- 8.4 <u>Animals/Pets</u>. Tenant may allow animals/pets on the Premises or in the Building by Tenant or Tenant's employees, agents, contractors, guests, customers or invitees. If Tenant does authorize animals/pets on the Premises, Building, or Property, then Tenant shall be responsible for the immediate clean-up of any animal/pet waste and the immediate repair of any damage caused by the animal/pet to the Premises, Building, or Property.
- 8.5 <u>No Smoking</u>. Smoking of any kind, including vaping, is strictly prohibited on any part of the Premises. This prohibition applies to Tenant and Tenant's employees, agents, contractors, guests, customers or invitees on the Premises.

9. <u>Maintenance and Repairs</u>

- 9.1 <u>Landlord's Maintenance and Repair Obligations</u>. Throughout the Term, Landlord shall keep the Building, the Building Systems, and the Property in good condition and repair. All costs incurred by Landlord for the maintenance and operation of the Building shall be included in Operating Expenses, except to the extent any particular cost is related to a specific tenant of the Building in which event, such costs shall be charged directly to such tenant.
- 9.2 Tenant's Maintenance and Repair Obligations. Throughout the Term, Tenant, at Tenant's expense, shall repair, replace, and maintain in good condition all applicable portions of the Building and the Premises, including entries, doors, ceilings, glass partitions, and interior walls. Any repairs or maintenance shall be completed with materials of similar quality to the original materials. All such repairs or maintenance shall be performed by Landlord-approved contractors, or such other contractors approved in writing by Landlord. If Tenant fails to maintain the applicable portions of the Building or the Premises, Landlord may, in its sole discretion and upon thirty (30) days' prior notice to Tenant (except no advance notice shall be required in the case of emergencies), perform such maintenance. Tenant shall pay to Landlord all costs or expenses, including Administrative Charges, incurred by Landlord to perform such maintenance within thirty (30) days after written demand.

10. Alterations

- 10.1 <u>Tenant Alterations</u>. Tenant shall not make or allow to be made any alterations, additions, or improvements in or to the Premises (collectively, "**Alterations**") without the prior written consent of Landlord, which consent may not be unreasonably withheld.
- 10.2 <u>Minor Alterations</u>. Notwithstanding Section 10.1, Tenant may make Minor Alterations to the Premises without Landlord's prior consent. "**Minor Alterations**" means decorative and other minor Alterations that do not affect the Building Systems or change the configuration of the Premises by removing or erecting interior walls.
- 10.3 Ownership of Alterations. Unless Landlord elects otherwise, all Alterations made by Tenant shall become the property of Landlord and shall be surrendered to Landlord on the Lease Expiration Date. Notwithstanding the foregoing, all movable equipment, trade fixtures, personal property, furniture, or any other items that can be removed without harm to the Premises will remain Tenant's property (collectively, "**Tenant-Owned Property**") and shall not

become the property of Landlord. Landlord may, by written notice, in conjunction with Landlord's approval of Alterations or at a later date during the Term, identify Alterations that Tenant shall be required to remove upon the expiration or earlier termination of this Lease. On or before the Lease Expiration Date, Tenant shall remove all Tenant-Owned Property and Tenant shall repair at its sole cost and expense all damage caused to the Premises or the Building by such removal. Tenant's obligations under this Section 10.3 shall survive the expiration or earlier termination of this Lease.

11. Insurance

- 11.1 <u>Landlord Insurance</u>. All costs or expenses associated with any insurance that Landlord maintains for the Building and the Property during the term of this Lease shall be paid for by Tenant, and said costs and expenses shall be including in the Operating Expenses. The costs and expenses for the insurance of the Property shall be prorated. The Parties agree that Tenant's prorated portion of the Property's insurance shall be based on the square footage of the Building (Riverside 1) in comparison to the square footage of Riverside 2 (currently occupied by NAPA Auto Parts). Riverside 1 shall pay for thirty-eight percent (38%) and Riverside 2 shall pay for sixty-two percent (62%) of the Property's taxes.
- 11.2 <u>Tenant Insurance</u>. At all times during the term of this Lease, Tenant, at Tenant's expense, shall maintain at its sole cost and expense, the following insurance policies in accordance with this Section 11:
 - (a) "All-risk" or "special perils" property insurance covering physical loss or damage insuring the full replacement value of all present and future Alterations, leasehold improvements, and all items of Tenant-Owned Property to a limit of not less than the full replacement value thereof.
 - (b) Commercial general liability insurance in respect of the Premises and the conduct or operation of business therein with a minimum combined single limit of liability of One Million Dollars 00/100 (\$1,000,000.00). Such liability insurance shall include products and completed operations liability insurance, fire, and legal liability insurance, and such other coverage as Landlord may reasonably require from time to time.
 - (c) Workers' compensation insurance providing statutory limits as required by the jurisdiction in which the Building is located for Section A; and for Employer's Liability on Section B the following: \$500,000.00 for Each Accident; \$500,000.00 for Disease, Policy Limit; and \$500,000.00 for Disease, Each Employee.
 - (d) At all times when Alterations are in progress, Tenant, at its expense, shall maintain, or cause to be maintained, all risk property and/or Builders Risk insurance and general liability insurance, with completed operation endorsement, for any occurrence in or about the Building. Tenant shall furnish Landlord with reasonably satisfactory evidence that such insurance is in effect at or before the commencement of Alterations and, on request, at reasonable intervals thereafter during the continuance of Alterations.

11.3 Policy Requirements.

(a) Tenant's insurance shall be issued by companies approved by Landlord in its sole discretion and authorized to do business in the State of Montana.

- (b) All insurance policies required to be carried by Tenant under this Lease (except for workers' compensation insurance) shall name Landlord, and any parties designated by Landlord, as additional insureds.
- (c) Each such policy shall contain a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord. Tenant shall deliver evidence of insurance satisfactory to Landlord in its reasonable discretion to Landlord on or before the Lease Commencement Date.
- (d) Landlord shall have the right, but not the obligation, to procure any such insurance for the account of Tenant, immediately and without notice to Tenant, and the cost thereof shall be paid to Landlord. The limits of the insurance required under this Lease shall not limit Tenant's liability. During the Term, at Landlord's request, Tenant shall increase such insurance coverage to a level that is commercially reasonably required by Landlord.
- 11.4 <u>Non-Liability</u>. Unless caused by Landlord's gross negligence or intentional misconduct, Landlord shall not be liable for damage of any nature to any person, to the Premises, the Building, or to Tenant's personal property or equipment, including the Tenant-Owned Property, caused by explosion, fire, theft, breakage, vandalism, falling plaster, Building System failure, steam, gas, electricity, water, rain, or other substances leaking, emanating from, or flowing into any part of the Premises, or from damage caused by any other tenant of the Building, it being agreed that Tenant is responsible for obtaining appropriate insurance to protect its interests.
- 11.5 <u>Waiver of Subrogation</u>. To the extent such waivers are obtainable from insurance carriers, Landlord and Tenant waive their respective right of recovery against the other for any direct or consequential damage to the property of the other by fire or other casualty to the extent such damage is insured against under a policy or policies of insurance. Each Party shall cause its insurance policy to be endorsed to evidence compliance with such waiver.

12. <u>Indemnification</u>

- 12.1 <u>Indemnity of Landlord</u>. Except to the extent resulting from the gross negligence or willful misconduct of Landlord or any Landlord Party, Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all claims, losses, costs, liabilities, damages, and expenses, including penalties, fines, and reasonable attorneys' fees, incurred in connection with or arising directly or indirectly from: (a) any breach or default by Tenant in the performance of any of its obligations under this Lease; (b) any injury or death to persons or damage to property occurring within or about the Premises; or (c) the use or occupancy of the Premises by Tenant, any Tenant Parties, or any person occupying the Premises through Tenant.
- 12.2 <u>Indemnity of Tenant</u>. Except to the extent resulting from the negligence or willful misconduct of Tenant or any Tenant Party, Landlord shall indemnify, defend, and hold Tenant harmless from and against any and all claims, losses, costs, liabilities, damages, and expenses, including penalties, fines, and reasonable attorneys' fees, incurred in connection with or arising from: (a) third-party claims for injury to or death of any person or persons in the Building or the Premises (but with respect to the Premises only to the extent to which the same shall result from the negligence or willful misconduct of Landlord or a Landlord Party); and/or (b) any breach by Landlord or a Landlord Party of any covenant or condition of this Lease.

13. Damage and Destruction

- 13.1 <u>Restoration</u>. Tenant shall promptly notify Landlord of any damage to the Premises resulting from fire or any other casualty. If the Premises is destroyed or damaged by fire or other casualty, then within thirty (30) days after that event, Landlord shall give Tenant a notice specifying the estimated time, in Landlord's reasonable judgment, required for repair or restoration (the "**Restoration Estimate**"). If the Restoration Estimate is thirty (30) days or less, then Landlord shall proceed promptly and diligently to adjust the loss with applicable insurers, to secure all required governmental permits and approvals, and, to the extent of the insurance proceeds available, to repair or restore the Premises. Provided this Lease is not terminated pursuant to Section 13.2, this Lease shall remain in full force, except that Rent shall abate in accordance with Section 13.3.
- 13.2 <u>Termination Rights</u>. If the Restoration Estimate exceeds ninety (90) days, then Landlord or Tenant may elect to terminate this Lease by giving a termination notice to Tenant within thirty (30) days following delivery of the Restoration Estimate, in which event this Lease shall cease and terminate as of the date of such termination notice. If the casualty occurs during the last six (6) months of the Term, then either Landlord or Tenant may elect to terminate this Lease, by giving a termination notice to the other within thirty (30) days following delivery of the Restoration Estimate, in which event this Lease shall cease and terminate as of the date of such termination notice.
- 13.3 <u>Rent Abatement</u>. If the damage or destruction renders all or part of the Premises untenantable, Rent shall proportionately abate commencing on the date of the damage or destruction and ending on the date the Premises are delivered to Tenant with the restoration substantially completed. The extent of the abatement shall be based upon the portion of the Premises rendered untenantable.
- 13.4 <u>Notice of Injuries</u>. In the event of any damage to any personal property, or any significant injury to Tenant, or Tenant's employees, agents, contractors, guests, customers or invitees suffered in the Premises or the Building, written notice of same shall be provided by Tenant to Landlord at the address designed for delivery of notices as soon as possible but not later than five (5) days after said injury or damage. Failure to provide such notice shall constitute breach of this Agreement.

14. Assignment and Subletting

- 14.1 <u>Landlord Consent Required.</u> Neither Tenant nor any sublessee or assignee of Tenant, directly or indirectly, voluntarily or by operation of law, shall enter into an Assignment of this Lease or a Sublease of the Premises without Landlord's prior written consent in each instance, which consent shall not be unreasonable withheld. An "**Assignment**" means any sale, assignment, encumbrance, mortgage, pledge, or other transfer or hypothecation of all or any part of the Premises or Tenant's leasehold estate hereunder. A "**Sublease**" means any subletting of the Premises, or any portion thereof, or permitting the Premises to be occupied by any other non-profit entities other than Tenant. Any Assignment or Sublease that is not in compliance with this Section 14 shall be void. The acceptance of rental payments by Landlord from a proposed assignee, sublessee, or occupant of the Premises shall not constitute consent to such Assignment or Sublease by Landlord.
- 14.2 <u>Request for Consent</u>. Any request by Tenant for Landlord's consent to a specific Assignment or Sublease shall include: (a) the name of the proposed assignee, sublessee, or occupant; (b) the nature of the proposed assignee's, sublessee's, or occupant's business to be

carried on in the Premises; (c) a copy of the proposed Assignment or Sublease documents; and (d) such financial information and such other information as Landlord may reasonably request concerning the proposed assignee, sublessee, or occupant or its business. Landlord shall respond in writing, including a statement of the reasons for any disapproval, within fourteen (14) after receipt of all information reasonably necessary to evaluate the proposed Assignment or Sublease.

- 14.3 <u>Effect of Consent</u>. No consent by Landlord to any Assignment or Sublease by Tenant shall relieve Tenant of any obligation to be performed by Tenant under this Lease. The consent by Landlord to any Assignment or Sublease shall not relieve Tenant or any successor of Tenant from the obligation to obtain Landlord's express written consent to any other Assignment or Sublease. No Assignment or Sublease shall be valid or effective unless the assignee or sublessee or Tenant shall deliver to Landlord a fully-executed counterpart of the Assignment or Sublease and an instrument that contains a covenant of assumption by the assignee or agreement of the sublessee, reasonably satisfactory in substance and form to Landlord.
- 14.4 <u>Landlord Costs</u>. Tenant shall pay all Landlord's reasonable and documented costs incurred in processing every proposed Assignment or Sublease. Landlord's costs shall include all legal review fees and expenses, and all direct and indirect expenses incurred by Landlord arising from any assignee or sublessee taking occupancy in the Building (including the costs of all additional security, janitorial, cleaning, and rubbish removal services).
- 15. Tenant's Default Each of the following events shall be an "**Event of Default**" hereunder:
- 15.1 <u>Monetary Default</u>. Tenant fails to pay when due any installment of Rent and such failure continues for a period of thirty (30) days after the due date.
- 15.2 <u>Nonmonetary Default</u>. Tenant fails to perform or observe any other covenant, condition, or obligation of Tenant, and such failure continues for a period of thirty (30) days after Landlord gives Tenant written notice thereof.
- 15.3 <u>Abandonment</u>. The Premises become vacant and abandoned (other than in connection with a casualty under Section 13 or a condemnation for more than thirty (30) days from the Lease Commencement Date.
- 15.4 <u>Prohibited Transfers</u>. Tenant Assigns this Lease or Subleases the Premises in violation of Section 14.
- 16. <u>Landlord's Remedies</u> Upon the occurrence of an Event of Default by Tenant, Landlord shall have all of the following rights and remedies in addition to all other rights and remedies available to Landlord at law or in equity:
- 16.1 <u>Termination</u>. The right to terminate Tenant's right to possession of the Premises and to recover: (a) all Rent which shall have accrued and remains unpaid through the date of termination; plus (b) the amount by which the unpaid Rent (including payments of Operating Expenses, Taxes, and all items of Additional Rent in the amounts such items were payable for the month immediately prior to the Event of Default) for the balance of the Term, exceeds the then fair rental value of the Premises for the balance of the Term (assuming reasonable allowance for downtime and free rent prior to the commencement of such fair market rent), similarly discounted; plus (c) any other amount necessary to compensate Landlord for all the damages caused by Tenant's failure to perform its obligations under this Lease (including reasonable attorneys' and accountants' fees, costs of alterations of the Premises, Administrative Charges, interest costs, and brokers' fees incurred upon any reletting of the Premises).

- 16.2 <u>Continuation of Lease</u>. The right to continue the Lease in effect after Tenant's breach and recover Rent as it becomes due. Acts of maintenance or preservation, efforts to relet the Premises, or the appointment of a receiver upon Landlord's initiative to protect its interest under this Lease shall not of themselves constitute a termination of Tenant's right to possession.
- 16.3 <u>Removal</u>. The right and power to enter the Premises and remove therefrom all persons and property, to store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant, and to sell such property and apply the proceeds therefrom pursuant to applicable law.
- 16.4 <u>Legal and Equitable Remedies</u>. The right to specific performance of any or all of Tenant's obligations under this Lease and to damages for delay in or failure of such performance.

17. End of Term; Holding Over

- Condition on Surrender. On the Lease Expiration Date, or upon any earlier termination of this Lease, Tenant shall guit and surrender the Premises to Landlord. The Premises shall be surrendered to Landlord vacant, "broom-clean," and in good order, condition, and repair, normal wear and tear excepted. Tenant shall remove all of Tenant's equipment and personal property, all telecommunications equipment and wires and cables installed by or on behalf of Tenant, all Tenant-Owned Property, and all Alterations that Tenant is required to remove. Tenant shall repair any damage to the Premises, including any damage caused by such removal. If Tenant fails to repair any damage caused by the removal of any Alterations, Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in making any repairs and replacements to the Premises. Any property (including Tenant-Owned Property) not removed by Tenant shall be deemed abandoned and, if Landlord so elects, deemed to be Landlord's property, and may be retained or removed and disposed of by Landlord in such manner as Landlord shall determine. Tenant shall reimburse Landlord for all costs and expenses, including Administrative Charges, incurred by Landlord in effecting such removal and disposal. The provisions of this Section 17.1 shall survive the expiration or earlier termination of this Lease.
- Holdover. No holding over by Tenant after the expiration or other termination of this Lease shall operate to extend the Term. Any holding over with Landlord's written consent shall be construed as a tenancy at sufferance or from month to month, at Landlord's option. If Tenant holds over, then: (a) Tenant shall pay to Landlord for each month and for each portion of any month during which Tenant holds over in all or any portion of the Premises one hundred percent (100%) of the Rent (including payments of Operating Expenses, Taxes, and all items of Additional Rent) payable during the final full month of the Term; and (b) Tenant's occupancy shall otherwise be on the terms and conditions of this Lease so far as applicable (but expressly excluding all extension rights). The acceptance by Landlord of any holdover rent shall not preclude Landlord from exercising any other rights under this Lease or at law, including Landlord's rights and remedies provided by law or this Lease.
- 18. <u>Notices</u> All notices or other communications required hereunder shall be in writing and shall be deemed duly given: (a) when delivered in person (with a written receipt therefor); (b) on the next business day after deposit with a recognized overnight delivery service; or (c) on the third (3rd) business day after being sent by certified or registered mail, return receipt requested, postage prepaid, to Landlord's Address for Notices or to Tenant's Address for Notices, as applicable. After the Lease Commencement Date, all notices to Tenant may, at Landlord's option, be sent to the Premises. Either Party may change its address for the giving of notices by notice given in accordance with this Section 18. A Party's refusal to accept delivery of any notice

or communication sent by the other Party shall not render such notice ineffective. Notwithstanding the foregoing, all bills, statements, invoices, consents, requests, or other communications from Landlord to Tenant with respect to Rent may be sent to Tenant by regular United States mail.

19. <u>Security Deposit</u>

- 19.1 <u>Use of Deposit</u>. On or before the Effective Date, Tenant shall deposit with Landlord a cash security deposit in the amount of Five Thousand 00/100 Dollars (\$5,000.00) ("Security Deposit") as security for the performance by Tenant of all of Tenant's obligations, covenants, conditions, and agreements under this Lease. If an Event of Default occurs under this Lease by Tenant, Landlord shall have the right, but not the obligation, to use, apply, or retain all or any portion of the Security Deposit for the payment of: (i) Rent or any other sum due hereunder; or (ii) Landlord's losses, costs, and expenses incurred by reason of Tenant's default. If any portion of the Security Deposit is applied by Landlord, then within ten (10) days after Landlord gives Tenant written notice, Tenant shall deposit with Landlord such amounts as needed to restore the Security Deposit to the full amount. Tenant's failure to do so shall constitute an Event of Default under this Lease.
- 19.2 <u>Release Upon Transfer</u>. If Landlord transfers the Security Deposit to any purchaser or other transferee of Landlord's interest in the Property, then Tenant shall look only to such purchaser or transferee for the return of the Security Deposit and Landlord shall be released from all liability to Tenant for the return of the Security Deposit.
- 20. <u>Backup Right of Offer to Purchase</u>. Tenant acknowledges and agrees that its rights under this provision are junior to, and conditioned upon, the rights of the third-party that holds the first right to offer to purchase ("**Third-Party Right**"). Provided that the Third-Party Right is not exercised, and further provided that Tenant is not in Default at the time of exercise, Tenant shall have the one-time backup right of offer to purchase the Property on the following terms and conditions:
 - 20.1 If, at any time during the Term of this Lease, Landlord elects to sell the Property in its entirety to any unaffiliated third-party purchaser, Landlord shall provide written notice to Tenant of the terms and conditions upon which Landlord would be willing to sell the Property (the "Landlord's Notice"). Landlord's Notice shall set forth the material economic terms and conditions (including, without limitation, a statement regarding whether the Property will be sold free and clear of all deeds of trust, mortgages, or other similar instruments affecting the Property) under which Landlord is willing to sell the Property to Tenant (the "Material Terms"), but shall not constitute an agreement between the Parties or an offer to sell such Property.
 - 20.2 Tenant shall have ninety-six (96) hours after receipt of Landlord's Notice (the "**Tenant Response Period**") to notify Landlord in writing whether or not Tenant desires to purchase the Property on the terms stated in Landlord's Notice (the "**Tenant's Notice**"). If Tenant notifies Landlord of Tenant's desire to purchase the Property within the Tenant Response Period, Landlord and Tenant shall promptly enter into a purchase and sale agreement for the Property on the Material Terms stated in Landlord's Notice.

- If: (i) Tenant either: (A) elects not to purchase the Property on the terms and conditions stated in Landlord's Notice; or (B) fails to deliver Tenant's Notice to Landlord within the Tenant Response Period (time being of the essence); or (ii) if Tenant delivers a Tenant's Notice, but Landlord and Tenant, through no fault of Landlord, fail to agree on and execute a purchase and sale agreement within seven (7) days after the date of Landlord's receipt of Tenant's Notice, (time being of the essence), then Tenant shall be deemed to have permanently and irrevocably waived its backup right of offer to purchase the Property, and Landlord shall have the right thereafter, without any further notice to Tenant, to offer the Property for sale, and to sell the Property, to any party for a purchase price determined in Landlord sole and absolute discretion free and clear of the Tenant's backup right of offer set forth in this Section 20 herein, provided that any such transfer shall be subject to this Lease. This backup right of offer to purchase is personal to Women in Action, Inc. only and shall not be transferred or assigned to and cannot be exercised by any other third party. In the event of Sections 20.1 or 20.2 herein, then notwithstanding anything to the contrary contained herein, and for the avoidance of doubt, Tenant hereby acknowledges and agrees that this Lease shall remain in full force and effect until the Lease Expiration Date and Tenant's rights and obligations under this Lease shall remain unchanged and upon any sale by Landlord to a third party, Tenant shall recognize the purchaser of the Property as the landlord under this Lease for all purposes in accordance with Section 23.6.
- 20.4 Upon the written request of Tenant, Landlord agrees to provide Tenant with certain limited information regarding the Third-Party Right, including, but not necessarily limited to, the date of the expiration of the Third-Party's current commercial lease that is connected to the Third-Party Right.
- 21. <u>Signs</u> Tenant shall be permitted to install, at its own expense, signs containing Tenant's name at any locations on the Building or the Property authorized by Landlord, potentially including at the entrance doors to the Premises and in the reception area(s) of the Premises. If Tenant leases all of the rentable area on one or more individual floors of the Building or the entire Building, then Tenant may install signs containing Tenant's name on the wall of the elevator lobby on each such floor (if applicable). Tenant may also use its portion of the signage near Highway 191 along with the tenant of Riverside 2 (currently NAPA Auto Parts). Upon expiration of the Term, Tenant, at Tenant's expense, shall promptly remove all of its signs and repair any damage caused by such removal.
- 22. <u>Parking</u> Tenant may use all available parking spaces at the Property for Tenant's use of the Premises and the Building, and Tenant will not be charged for parking.

23. Miscellaneous Provisions

23.1 <u>Landlord Access</u>. Landlord, and applicable Landlord Parties, shall have the right to enter the Premises, upon not less than forty-eight (48) hours' notice, to: (a) inspect the Premises; (b) supply any service to the Premises; (c) show the Premises to prospective purchasers and lenders, at any time; and (d) alter, improve, or repair the Premises, any Building Systems, or any other portion of the Building. Landlord shall not be required to provide prior notice of entry in the event of an emergency. To the extent reasonably practicable, any entry shall occur during normal Business Hours.

- 23.2 <u>Keys</u>. Tenant is responsible for the cost of re-keying the Premises or the Building, if all keys are not returned upon Tenant vacating or surrendering the Premises. Tenant acknowledges that locks may not have been changed prior to taking possession of the Premises or the Building. Tenant has the option of requesting that the Landlord re-key (including the installation of keyless locks) the Premises or the Building at Tenant's expenses.
- 23.3 <u>Estoppel</u>. Tenant shall execute and return to Landlord any estoppel certificates delivered to Tenant by Landlord or Landlord's agent within three (3) days after its receipt. The estoppel certificate shall acknowledge that this Lease is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgement that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as an Event of Default of this Lease.
 - 23.4 Time. Time is of the essence to the terms of this Lease.
- 23.5 <u>Successors and Assigns</u>. The terms, covenants, and conditions contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and, except as otherwise expressly provided herein, their respective personal representatives and successors and assigns.
- 23.6 <u>Transfer of Landlord's Interest</u>. The term "Landlord," as used in this Lease, is limited to mean and include only the owner or owners of Landlord's interest in this Lease at the time in question. Upon the sale, assignment, or transfer by Landlord of its interest in the Building or the Property as owner or lessee, including any transfer upon or in lieu of foreclosure or by operation of law, Landlord shall be relieved from all obligations or liabilities under this Lease from and after the effective date of transfer. The transferee shall assume this Lease and all obligations hereunder shall be binding upon the transferee as of the date of such transfer. Any such transferee, by accepting such interest, shall be deemed to have assumed such subsequent obligations and liabilities.
- 23.7 <u>Limitation on Landlord's Liability</u>. If Landlord becomes obligated to pay Tenant any judgment arising out of any failure by the Landlord to perform or observe any of the terms, covenants, conditions, or provisions to be performed or observed by Landlord under this Lease, Tenant shall be limited in the satisfaction of such judgment solely to Landlord's interest in the Building and the Property or any proceeds arising from the sale thereof. No other property or assets of Landlord or the individual partners, directors, officers or shareholders of Landlord or its constituent partners shall be subject to levy, execution or other enforcement procedure whatsoever for the satisfaction of any such money judgment.

23.8 Force Majeure.

- (a) Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Lease, for any failure or delay in fulfilling or performing any obligation under this Lease when and to the extent such failure or delay is caused by a Force Majeure Event. The failure or inability of either Party to perform its obligations in this Lease due to a Force Majeure Event shall be excused for the duration of the Force Majeure Event and extended for a period equivalent to the period of such delay.
- (b) Either Party (the "Force Majeure Noticing Party") shall give the other Party notice within thirty (30) days of the commencement of the Force Majeure Event, explaining the nature or cause of the delay and stating the period of time the delay is

expected to continue. The Force Majeure Noticing Party shall use reasonable efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Force Majeure Noticing Party shall resume the performance of its obligations as soon as reasonably practicable after the Force Majeure Event ends. In the event that the failure or delay remains uncured for a period of ninety (90) days following written notice given by the Force Majeure Noticing Party under this Section, either Party may thereafter terminate this Lease upon ninety (90) days' written notice.

- 23.9 <u>Partial Invalidity</u>. If any provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall remain in effect and shall be enforceable to the full extent permitted by law. Each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- 23.10 Entire Agreement. All prior agreements between Landlord and Tenant are incorporated in this Lease, which constitutes the entire contract. This Lease (including all Exhibits) is intended as a final expression of the Parties' agreement and may not be contradicted by evidence of any prior written or oral agreement. The Parties further intend that this Lease constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this Lease.
- 23.11 <u>Counterparts and Electronic Signatures</u>. This Lease may be executed in any number of counterparts with the same effect as if the Parties had signed the same document. All counterparts will be construed together and will constitute one agreement. The delivery of an executed counterpart of this Lease by facsimile or as a PDF or similar attachment to an e-mail shall constitute effective delivery of such counterpart for all purposes with the same force and effect as the delivery of an original, executed counterpart. Electronic signatures shall be deemed original signatures for purposes of this Lease, with such electronic signatures having the same legal effect as original signatures.
- 23.12 <u>No Representations</u>. Neither Landlord nor Landlord's agents have made any representations or warranties with respect to the Premises, the Building, the Property, or this Lease except as expressly set forth herein.
- 23.13 <u>Quiet Enjoyment</u>. Upon Tenant paying the Rent and performing all of Tenant's obligations under this Lease, Tenant may peacefully and quietly enjoy the Premises during the Term as against all persons or entities claiming by, through, or under Landlord, subject, however, to the provisions of this Lease and to the priority of any mortgages or deeds of trust or ground or underlying leases.
- 23.14 <u>Survival</u>. Upon the expiration or other termination of this Lease, neither Party shall have any further obligation or liability to the other, except as otherwise expressly provided in this Lease and except for such obligations as by their nature can only be performed after such expiration or other termination. Any liability for a payment which shall have accrued or relates to any period before the expiration or other termination of this Lease shall survive the expiration or earlier termination of this Lease.
- 23.15 <u>Governing Law; Consent to Jurisdiction and Venue</u>. This Lease shall be governed by the laws of the State of Montana, which shall govern the validity, performance, and enforcement of this Lease. Tenant consents to personal jurisdiction and venue in the state and

judicial district in which the Building is located. The courts of the state where the Building is located will have exclusive jurisdiction and Tenant hereby agrees to such exclusive jurisdiction.

- 23.16 <u>Amendments</u>. This Lease may only be amended, modified, or supplemented by an agreement in writing duly executed by both Landlord and Tenant.
- 23.17 <u>WAIVER OF JURY TRIAL</u>. LANDLORD AND TENANT KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE OTHER IN ANY MATTER ARISING OUT OF THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY CLAIM OF INJURY OR DAMAGE.
- 23.18 <u>No Recording</u>. Neither this Lease nor any memorandum hereof shall be recorded or filed in any land records or other public records of any jurisdiction.

SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Commercial Lease Agreement as of the Effective Date.

LAN	DL	U	KD	:

SKYWOOD HOLDINGS, LLC

By Jeff Helms

Name: Jeff Helms

Title: Member 06/08/22

TENANT:

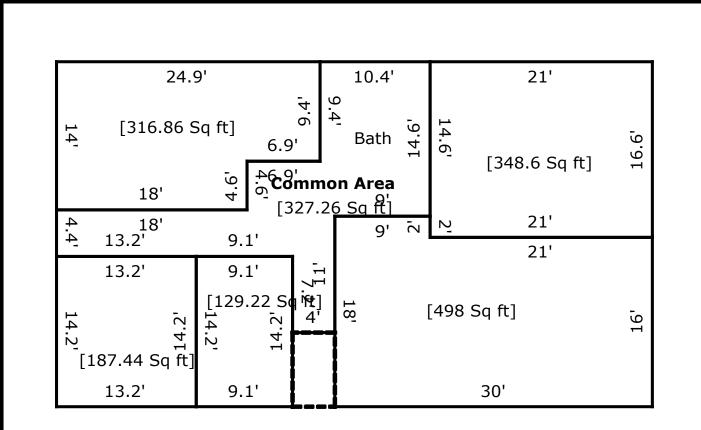
WOMEN IN ACTION, INC.

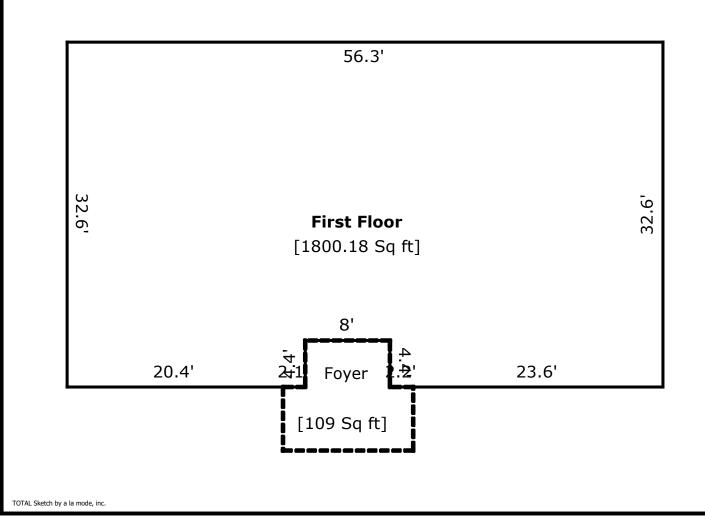
By Stacey Chapman
Name: Stacey Chapman
Title: President of the Board of Directors

Date: ______ 8, 2022

EXHIBIT A - Building Sketch (Page - 1)

Borrower								
Property Address	Riverside 1							
City	Big Sky	County	y Gallatin	State	MT	Zip Code	59716	
Lender/Client								



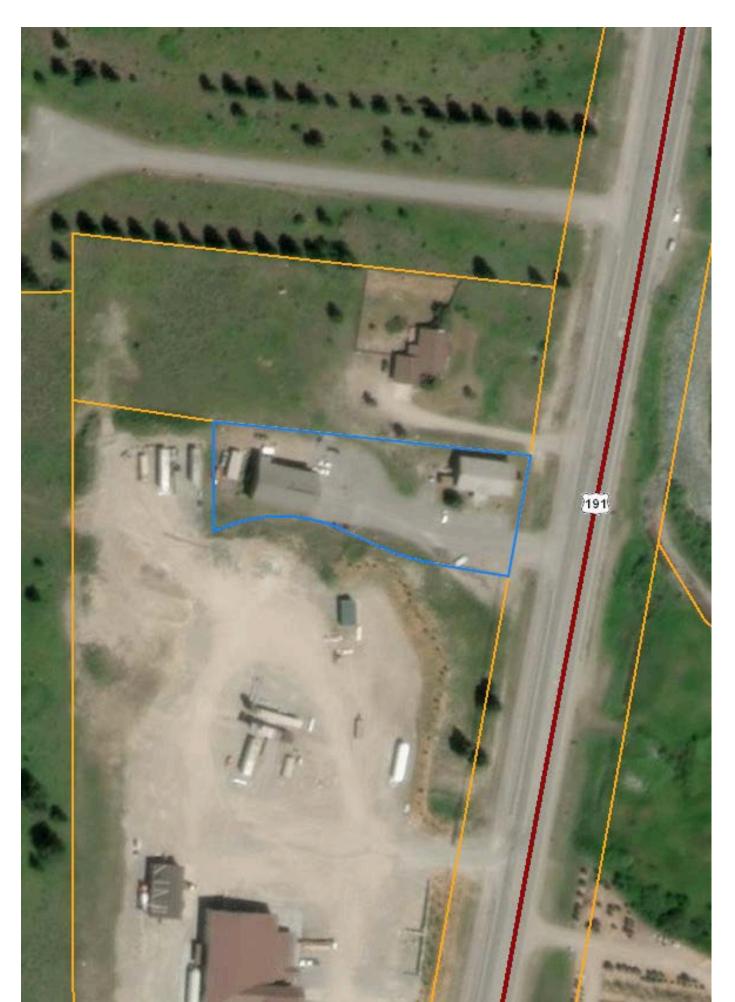


Building Sketch (Page - 2)

Borrower								
Property Address	Grizzly/Ace							
City	Big Sky	County	Gallatin	State	MT	Zip Code	59716	
Lender/Client								

OTAL Sketch by a la mode, inc.	Area Calculations Summary		
ving Area	120.22.0	Calculation Details	14.2 0.1
rst Floor	129.22 Sq ft		14.2 × 9.1 = 129.2
rst Floor	498 Sq ft		$30 \times 16 = 48$ $9 \times 2 = 1$
rst Floor	316.86 Sq ft		$14 \times 18 = 25$ $9.4 \times 6.9 = 64.8$
rst Floor	1800.18 Sq ft		56.3 × 28.2 = 1587.6 4.4 × 22.5 = 9 4.4 × 25.8 = 113.5
rst Floor	187.44 Sq ft		13.2 × 14.2 = 187.4
rst Floor	348.6 Sq ft		21 × 16.6 = 348.
otal Living Area (Rounded): on-living Area	3280 Sq ft		
ommon Area	327.26 Sq ft		$10.4 \times 9.4 = 97.7$ $5.2 \times 9 = 46$ $4 \times 7.2 = 28$ $9 \times 8.3 = 74$ $18 \times 4.4 = 79$
on-Calculated	28 Sq ft		4 × 7 = 2
on-Calculated	109 Sq ft		12.3 × 6 = 73 8 × 4.4 = 35

Exhibit B





FY24 DISTRICT QUESTIONS

Sponsor: Warren Miller Performing Arts Center

Sponsor Questions:

- 1. Please provide the names and email addresses of the individuals that will be representing your organization at the Review Meetings:
 - a. June 5: John Zirkle, ED
 - b. June 8: John Zirkle, ED
- 2. It looks like you expect to have a profit of \$100k after your Current FY is complete, how do you want to invest that, or will you add that to your reserves?

It looks like this number came from the Sponsors Efficiency worksheet from this year's application. The total profit of \$97,142 is incorrect, due to an unresolved marketing contract that didn't get cleared up until late April of this year, and a separate public art acquisition that occurred earlier in this year which wasn't in our initial budget. We also ended up having a major increase in our transportation expenses for our final show of the season, which added \$13,251 to our tour with the Czech Girls Choir. Due to unexpected weather and a challenge with our red bus, we needed to rent a separate bus and driver for the week. Lastly, we fell slightly short of our fundraising goals by just over \$10,000.00

Marketing YTD: \$52,486

Additional Capital Expense (2 Sculptures): \$23,900

Additional Program Expenses: \$13,251

Updated Expense Total for FY23 = \$1,016,249

Updated Revenue Projection for FY23 = \$1,013,174

Updated Total Projected FY23 + / - = -\$3075

*The good news is that we have already received two unexpected gifts after the season which will be applied to next year's programming, so this small deficit has already been corrected for next year.

Annual Cultural Programming at WMPAC

Project Questions:

1. What type of stats can you give us about the number of shows, audience members in person and virtual, number of hours donated etc.?

Annua	I Totals	5						
011100 01110		e question	Virtual/Tiz*i+	s O Eventeat I'		Wirtgal Sable	It's the⁵bes	t Ya Yfswer I ca
give _{9/20} his	table3doc	\$103,060.23 UMBBBBBBBBBBBBBBBBBBBBBBBBBBBBBBBBBBBB		vent§₃at W	\$22.91 MP <u>&C</u> 1{no	t free scho	ol and com	munity _{23%}
events).	1046	\$24,285.36	1,488	22	\$23.22	\$9,393.74	-78.44%	-79.46%
21/22	5532	\$116,181.48	468	26	\$21.00	\$2,461.93	378.40%	428.87%
22/23	6457	\$158,014.52	548	23	\$24.47	\$3,854.32	36.01%	16.72%

^{*}Virtual totals in each category are tickets alone. They are not assumed viewership, and do not include free events. In order to try and get as close to apples to apples as possible, we just

documented tickets sold. We are very proud of the fact that in the 22/23 Season, we increased our ticket revenue by a whopping 36% while also increasing in-person participation above prepandemic levels. These figures also <u>do not</u> include free events from the school and other community events.