



Board Meeting Agenda

January 10th, 2024 | 9:00am

Big Sky Resort Area District
 11 Lone Peak Drive #204
 PO Box 160661
 Big Sky, MT 59716
 www.Resorttax.org
 info@resorttax.org
 406.995.3234

January’s Board meeting will be held on Wednesday, January 10th at 9:00am at the Resort Tax office (11 Lone Peak Drive, Suite #204) and through Zoom.

Join this meeting here: <https://us02web.zoom.us/j/86556643396>

I. Open Meeting

- A. Roll Call — 9:00
- B. Public Comment
- C. Consent Agenda: Action — 9:05
 - a. Approval of Minutes: November 8th, 2023
 - b. Finance Report: October & November 2023
- D. Regular Agenda
 - 1. Old Business
 - a. Reserve Strategy: Action — 9:10
 - b. Resolution 2023-02R—FY25 Allocations: Action — 9:20
 - c. Canyon Sewer District Feasibility: Action — 9:40
 - d. Library Update: Discussion — 9:55
 - e. Good Deeds Update: Discussion — 10:00
 - f. CCBS/Our Big Sky Update: Discussion — 10:10
 - 2. New Business
 - a. Resolution 2024-01R—2024 Board Election: Action — 10:30
 - b. FY25 SMART Baseline Community Metrics: Discussion — 10:35
 - c. US191/MT64 Intersection: Discussion — 10:45
 - d. BSCO Contract Amendment: Action — 11:00
- E. Public Comment

BSRAD BOARD & STAFF: Sarah Blechta, Chair | Ciara Wolfe, Vice Chair | Steve Johnson, Secretary & Treasurer | Kevin Germain, Director | Grace Young, Director | Daniel Bierschwale, Executive Director | Kristin Drain, Finance & Compliance Manager | Jenny Muscat, Deputy Director | Tammy Estensen, Communications & Community Engagement Manager | Sara Huger-Carroll, Office Manager

** All Board Meetings are recorded and live streamed. Please visit ResortTax.org for more information.*

To: Big Sky Resort Tax Board

Re: Exhibit C: Draft Resolution No. 2023-02R, Eligibility Requirements

Resort Tax Board Members,

Upon reviewing the Draft Resolution No. 2023-02R, Eligibility Requirements, I would like to bring to your attention the following:

1. There is not a way to convey the amount of in-kind funds nonprofits bring to this community. For Grow Wild, this number represents a substantial effort and investment that is not recognized by the scoring system. For example,
 - a. Bighorn Sheep winter range project: Over 12 years Grow Wild has leveraged partnerships for a total of \$154,244 for on the ground treatment of invasive plants. Thus, over \$12,000 / year is not captured or recognized by the scoring system.
 - b. HOA / Habitat Owners Association project: For 9 years, our organization had led habitat improvement projects in HOA open space. Our partnerships have resulted in over \$90,000 in treatment (\$10,000 per year) that is not captured or recognized by the scoring system.
2. There is not a way to convey the amount of dollars awarded to projects our organization implements but does not pass through our organization.
 - a. For example, Grow Wild was awarded \$7,500 for Conserve Our Canyon project by the Gallatin Resource Advisory Council. Those dollars are held by the Council and passed directly to Custer Gallatin National Forest per their preference (government agency to government agency). Thus, those funds raised by Grow Wild fail to be captured by the current application and are not included in the scoring system.

If nonprofit organizations are to be scrutinized for what they bring to the table, it is only fair to include the entire picture.

We would appreciate your review of the above deficits we see in the current scoring system and consideration of ways to ensure these impactful contributions can be conveyed and recognized.

Respectfully,



Jennifer Mohler, Grow Wild



Board Meeting Agenda

November 8th, 2023 | 9:00am

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November's Board meeting was held on Wednesday, November 8th at 9:00am at the Resort Tax office (11 Lone Peak Drive, Suite #204) and through Zoom.

I. Open Meeting

A. Roll Call

[00:01:50](#) Sarah Blechta called the meeting to order at 9:00am. Kevin Germain and Ciara Wolfe attended remotely, and Sarah Blechta, Steven Johnson, and Grace Young were in attendance.

B. Public Comment

[00:02:10](#) Kristin Drain reminded everyone of the 2024 Annual Business Registration due date. Kristin explained board openings and election information.

[00:03:49](#) Daniel Bierschwale invited the public to join Maddison County Commissioner Bill Todds open hours every 2nd Thursday of the month.

C. Consent Agenda: *Action*

a. Approval of Minutes: September 13, October 4, October 25 & October 31, 2023

b. Finance Report: July, August, & September 2023

[00:04:30](#) **Motion**: approve consent agenda as presented: Grace Young

Second: Steve Johnson

[00:05:05](#) **Vote**: Motion Passed Unanimously

D. Regular Agenda

1. Old Business

a. Subcommittee Updates: Discussion

[00:05:27](#) Grace Young discussed next steps with Elevate Big Sky, including housing and the childcare report available on elevatebigsky.org.

[00:07:44](#) Sarah Blechta gave updates on wellness district initiatives and Daniel Bierschwale explained the process.

[00:09:16](#) Sarah Blechta discussed upcoming incorporation exploration meeting.

[00:11:01](#) Daniel Bierschwale invited the public to share feedback and learn more about the MT64/191 optimization plan at mdt.mt.gov/pubinvolve/us191mt64/

[00:12:18](#) Daniel Bierschwale explained the 1% and 3% renewals and how they relate; 3% renewal could happen as early as 2024.

2. New Business

a. FY23 Audited Financials: Action


[00:14:41](#) Morgan Scarr reviewed the FY23 Audit and reports.

[00:19:55](#) **Motion:** to approve FY23 Audited Financials as presented: Steve Johnson

Second: Grace Young

[00:20:34](#) **Vote:** Motion Passed Unanimously

b. Investment Update: Discussion


[00:20:55](#) DA Davidson presented an investment update. View here:  [↩](#)

c. Reserve Strategy: Discussion

[00:26:16](#) Daniel Bierschwale explained long-term planning and reserves. Board members discussed reserve strategies, Capital Improvement Plan, and planning for emergencies.

d. FY25 Allocation Draft Resolution: Discussion

[00:30:23](#) Sarah Blechta explained board work session process and intentions.

[00:31:17](#) Daniel Bierschwale reviewed allocation process and opportunities for improvement including clarity and up-front expectations. Daniel introduced draft Resolution (view here:  [↩](#)) This resolution will be reviewed and finalized in January.

[00:34:44](#) Sarah Blechta discussed impact areas and proposed allocation percentages.

[00:37:09](#) Daniel Bierschwale reviewed proposed budget and prioritization. Daniel explained property tax offset through government service funding.

[00:40:49](#) Scoring criteria will be discussed at the Board Work Session following the meeting. (watch here: <https://media.avcaptureall.cloud/meeting/d1b5dbbe-547b-4bbf-9a56-e266a5338cee>)

[00:44:36](#) Board members discussed resolution and encouraged feedback from applicants and the public.

[00:46:11](#) Laura Seyfang made public comments in support of resolution.

[00:46:48](#) Whitney Montgomery of the Big Sky Community Organization shared public comments.

[00:48:22](#) Ashley Wilson from Big Sky Community Organization and Southwest Montana Mountain Bike Association asked questions and Daniel Bierschwale explained application process and new software.

[00:52:05](#) Sarah Blechta requested feedback and discussed strategic and thoughtful long-term planning.

[00:53:04](#) Brad Niva with the Big Sky Chamber of Commerce shared public comment and asked questions related to impact areas.

[01:00:49](#) Tally Lancey shared public comments related to public engagement. Board members discussed challenges in engaging the public and encouraged more community involvement.

e. Big Sky Transportation District Update: Discussion

[01:04:55](#) Darren Brugmann Executive Director of the Big Sky Transportation District shared updates on strategic planning

[01:12:25](#) Darren discussed winter schedule which can be view at: <https://skylinebus.com/>

[01:13:26](#) Darren explained record ridership with over 250,000 riders this year. Darren reviewed changes to the service area, schedule, and vehicles.

[01:18:48](#) Sarah Blechta asked questions about alternative fuels and bus timing/delays/cancellation notifications, and Darren discussed.

[01:23:54](#) Daniel Bierschwale discussed the MT64/191 Optimization Plan and opportunities for the Transportation District.

[01:26:28](#) Anna Johnson shared public comments related to service area and workforce needs.

f. Position Announcement: Action

[01:27:34](#) Daniel Bierschwale explained need for additional support for strategic initiatives. Daniel requested a Director of Economic and Strategic Development position to support budgeting and roadmap objectives.

[01:30:02](#) **Motion:** accept job description and post as presented: Grace Young

Second: Steve Johnson

[01:30:21](#) **Vote:** Motion Passed Unanimously

E. Public Comment: *None*

[01:31:01](#) Motion to Adjourn

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Board Working Session

November 8th, 2023 | 10:30am

Big Sky Resort Area District

11 Lone Peak Drive #204

PO Box 160661

Big Sky, MT 59716

www.Resorttax.org

info@resorttax.org

406.995.3234

This work session was held on Wednesday, November 8 following the Board meeting at the Resort Tax office (11 Lone Peak Drive, Suite #204)

I. Open Meeting

A. Roll Call

Sarah Blechta, Steven Johnson, and Grace Young were in attendance; Kevin Germain attended remotely; Ciara Wolfe not present.

B. Public Comment

C. Application Work Session: Discussion

[00:00:13](#) Daniel Bierschwale reviewed objectives for Work Session.

a. Scoring Criteria

[00:00:59](#) Board members prioritized scoring criteria and discussed.

[00:16:22](#) Daniel Bierschwale discussed scoring for appropriate use of public funds and board members considered options.

[00:23:05](#) Daniel Bierschwale explained SMART community need with measurable results through data and metrics to be added to Our Big Sky plan with input from the community and applicants. Board member discussed.

[00:40:55](#) *Kevin Germain left the meeting.*

[00:52:03](#) Board members reviewed public comment and discussed sustainability recommendations. Kim Beatty shared concerns with nonobjective criteria. Board members considered application questions instead of scoring criteria.

[00:55:20](#) Board members reviewed and discussed weighting of scoring criteria.

[01:12:49](#) Board and staff requested community involvement in process. Public comments and community engagement are encouraged.

D. Public Comment

BSRAD BOARD & STAFF: Sarah Blechta, Chair | Ciara Wolfe, Vice Chair | Steve Johnson, Secretary & Treasurer | Kevin Germain, Director | Grace Young, Director | Daniel Bierschwale, Executive Director | Kristin Drain, Finance & Compliance Manager | Jenny Muscat, Deputy Director | Tammy Estensen, Communications & Community Engagement Manager | Sara Huger-Carroll, Office Manager

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Accountant's Summary
Month Ended October 31, 2023

Balance Sheet

- No unexpected items noted.

Profit & Loss

- Resort tax collections exceeded the months projections which were based on actuals from October 2022. Tax collections in total are up approx. \$100k.
- Interest income continues to be significantly over the amount budgeted due to the amount of cash on hand and the favorable interest rates.
- Bank charges appear to be significantly over budget; however, this represents the investment fees which are not charged on a monthly basis.
- Insurance shows as over budget for the month but this is due to timing.
- Total revenues were up approx. 16% mostly due to interest income. However, tax collections were up 7%.
- Expenses were up 12% when compared to October 2022. Most of that increase was due to investment fees, dues & meeting expenses, and the timing of insurance.
- All other items appear reasonable.
- The total budgeted expenditures for FY24 are approx. \$1,482,625 and \$475,000 (32%) of the budget was expended as of October 31, 2023.

BIG SKY RESORT AREA DISTRICT

Balance Sheet

As of October 31, 2023

	TOTAL	
	AS OF OCT 31, 2023	AS OF SEP 30, 2023 (PP)
ASSETS		
Current Assets		
Bank Accounts		
10000 Funds Available		
10100 Reserved Funds	-10,817,851.64	-10,582,505.73
10120 FSB-Checking #80073430	250,000.00	250,000.00
10121 FSB - Repurchase Checking	16,949,399.19	16,560,499.20
10125 FSB - Disbursements #1336	121.52	121.52
10140 FSB-MM #80073422 - .19	5,126.39	5,122.10
10160 Petty Cash	200.00	200.00
10170 STIP	11,564.66	11,511.64
10180 DA Davidson - #65611532 Operating	3,530,671.44	3,526,816.26
10190 DA Davidson - #17191343 Investment	3,464,055.03	3,467,088.24
Total 10000 Funds Available	13,393,286.59	13,238,853.23
10500 Funds Reserved		
10503 TIGER Project - Resolution 2022.01R	406,662.94	406,662.94
10505 Infrastructure Tax Collected, net	4,957,092.35	4,721,746.44
10510 Emergency reserve	1,500,000.35	1,500,000.35
10520 Operating reserve	329,017.00	329,017.00
10530 Capital reserve	3,550,000.00	3,550,000.00
10551 Opportunity fund	75,079.00	75,079.00
Total 10500 Funds Reserved	10,817,851.64	10,582,505.73
1072 Bill.com Money Out Clearing	12.00	12.00
Total Bank Accounts	\$24,211,150.23	\$23,821,370.96
Accounts Receivable		
12000 Accounts Receivable	1,357,977.37	1,746,771.43
Total Accounts Receivable	\$1,357,977.37	\$1,746,771.43
Other Current Assets		
13100 Prepaid expenses		
13100.2 Prepaid software	34,696.68	38,296.25
Total 13100 Prepaid expenses	34,696.68	38,296.25
Total Other Current Assets	\$34,696.68	\$38,296.25
Total Current Assets	\$25,603,824.28	\$25,606,438.64

BIG SKY RESORT AREA DISTRICT

Balance Sheet

As of October 31, 2023

	TOTAL	
	AS OF OCT 31, 2023	AS OF SEP 30, 2023 (PP)
Fixed Assets		
15030 Capital Furnishings & Fixtures	5,228.49	5,228.49
15040 Buildings & Improvements	558,781.05	558,781.05
16000 Accumulated Depreciation	-87,303.25	-87,303.25
Total Fixed Assets	\$476,706.29	\$476,706.29
Other Assets		
19010 Deferred outflows		
19011 Deferred Outflows - BSWA Agreement	17,345,238.50	17,345,238.50
Total 19010 Deferred outflows	17,345,238.50	17,345,238.50
Total Other Assets	\$17,345,238.50	\$17,345,238.50
TOTAL ASSETS	\$43,425,769.07	\$43,428,383.43
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
21000 General Accounts Payable	40,743.73	99,730.27
Total Accounts Payable	\$40,743.73	\$99,730.27
Credit Cards		
21100 Divvy Credit Card	12,208.00	9,707.86
Total Credit Cards	\$12,208.00	\$9,707.86
Other Current Liabilities		
23000 Payroll Liabilities	0.00	0.00
23011 457 Employee	-2,254.71	395.88
23020 Accrued Leave	10,939.71	10,939.71
23030 Federal Withholding	5,965.74	5,965.78
23100 State Unemployment	9.57	9.57
23110 State Withholding	758.92	758.92
23401 Health Insurance (company paid)	-499.53	-326.18

BIG SKY RESORT AREA DISTRICT

Balance Sheet

As of October 31, 2023

	TOTAL	
	AS OF OCT 31, 2023	AS OF SEP 30, 2023 (PP)
Total 23000 Payroll Liabilities	14,919.70	17,743.68
23500 General Appropriations		
Arts Council	235,000.00	235,000.00
Big Sky Chamber of Commerce	200,256.22	214,455.87
Big Sky Community Housing Trust	1,098,150.74	1,144,657.77
Big Sky Community Organization	388,481.19	964,935.00
Big Sky Discovery Academy	100,000.00	100,000.00
Big Sky Fire Department	1,030,589.00	1,030,589.00
Big Sky Sustainability Network Organization	410,000.00	410,000.00
Big Sky Trails, Recreation & Parks District	861,410.01	973,005.93
Big Sky Transportation District	1,175,000.00	1,175,000.00
Big Sky Water & Sewer District	560,000.00	560,000.00
Center for Large Landscape Con.	79,633.06	85,000.00
Food Bank	70,000.00	70,000.00
Friends of the Comm. Library	175,310.30	183,500.00
Gallatin Canyon Water & Sewer District	560,092.13	560,092.13
Gallatin River Task Force	886,174.01	974,821.00
Grow Wild	137,487.62	137,487.62
Morningstar	510,500.00	545,000.00
Sheriff's Office	655,688.00	655,688.00
Snowmobile Association	30,000.00	30,000.00
Southwest Montana Mountain Bike Association	50,000.00	50,000.00
Visit Big Sky	985,204.21	1,048,590.01
Warren Miller Performing Arts C	176,800.00	176,800.00
Wellness in Action	17,936.25	35,312.50
Total 23500 General Appropriations	10,393,712.74	11,359,934.83
Total Other Current Liabilities	\$10,408,632.44	\$11,377,678.51
Total Current Liabilities	\$10,461,584.17	\$11,487,116.64
Long-Term Liabilities		
23600 WRRF Phase I Project	17,345,238.50	17,345,238.50
Total Long-Term Liabilities	\$17,345,238.50	\$17,345,238.50
Total Liabilities	\$27,806,822.67	\$28,832,355.14
Equity		
30100 Retained Earnings	4,946,307.65	4,946,307.65
30200 Committed Fund Balance	3,581,801.29	3,581,801.29
30300 Fund Balance	9,706,845.48	9,706,845.48
30500 Investment in Fixed Assets	464,581.04	464,581.04
31000 Restricted Fund Balance	5,297,424.26	5,297,424.26
32000 Nonspendable Fund Balance	12,584.81	12,584.81

BIG SKY RESORT AREA DISTRICT

Balance Sheet

As of October 31, 2023

	TOTAL	
	AS OF OCT 31, 2023	AS OF SEP 30, 2023 (PP)
Net Income	-8,390,598.13	-9,413,516.24
Total Equity	\$15,618,946.40	\$14,596,028.29
TOTAL LIABILITIES AND EQUITY	\$43,425,769.07	\$43,428,383.43

BIG SKY RESORT AREA DISTRICT

Budget vs. Actuals: FY_2023_2024 - FY24 P&L

October 2023

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
40010 Interest Earned	137,282.64	5,000.00	132,282.64	2,745.65 %
40020 Late Payment Interest	366.87	500.00	-133.13	73.37 %
40030 Late Fees from Tax Collections	1,793.21	1,500.00	293.21	119.55 %
41000 Tax Collections	1,012,784.65	905,739.51	107,045.14	111.82 %
Total Income	\$1,152,227.37	\$912,739.51	\$239,487.86	126.24 %
GROSS PROFIT	\$1,152,227.37	\$912,739.51	\$239,487.86	126.24 %
Expenses				
60000 Bad Debt		41.67	-41.67	
60010 Bank Charges	9,680.61	5.00	9,675.61	193,612.20 %
60080 Dues & Meeting Expenses	8,889.34	4,244.59	4,644.75	209.43 %
60090 Public Information & Engagement	12,956.07	16,833.39	-3,877.32	76.97 %
61000 Dues & Property Taxes	2,116.02	2,500.00	-383.98	84.64 %
62000 Insurance	1,855.65	72.65	1,783.00	2,554.23 %
63000 Office Expenses	7,250.70	7,066.54	184.16	102.61 %
64000 Professional Fees	32,169.80	33,755.65	-1,585.85	95.30 %
65000 Travel	973.29	177.26	796.03	549.07 %
66000 Utilities	654.70	878.75	-224.05	74.50 %
67000 Personnel Expenses	49,786.24	61,067.67	-11,281.43	81.53 %
Total Expenses	\$126,332.42	\$126,643.17	\$ -310.75	99.75 %
NET OPERATING INCOME	\$1,025,894.95	\$786,096.34	\$239,798.61	130.50 %
Other Income				
70000 Other Income	-2,976.84		-2,976.84	
Total Other Income	\$ -2,976.84	\$0.00	\$ -2,976.84	0.00%
NET OTHER INCOME	\$ -2,976.84	\$0.00	\$ -2,976.84	0.00%
NET INCOME	\$1,022,918.11	\$786,096.34	\$236,821.77	130.13 %

BIG SKY RESORT AREA DISTRICT

Profit and Loss - Comparative by Month

October 2023

	TOTAL			
	OCT 2023	OCT 2022 (PY)	CHANGE	% CHANGE
Income				
40010 Interest Earned	137,282.64	40,959.66	96,322.98	235.17 %
40020 Late Payment Interest	366.87	217.33	149.54	68.81 %
40030 Late Fees from Tax Collections	1,793.21	713.17	1,080.04	151.44 %
41000 Tax Collections	1,012,784.65	945,020.24	67,764.41	7.17 %
Total Income	\$1,152,227.37	\$986,910.40	\$165,316.97	16.75 %
GROSS PROFIT	\$1,152,227.37	\$986,910.40	\$165,316.97	16.75 %
Expenses				
60010 Bank Charges	9,680.61		9,680.61	
60080 Dues & Meeting Expenses	8,889.34	55.00	8,834.34	16,062.44 %
60090 Public Information & Engagement	12,956.07	20,324.13	-7,368.06	-36.25 %
61000 Dues & Property Taxes	2,116.02	2,116.02	0.00	0.00 %
62000 Insurance	1,855.65	72.26	1,783.39	2,468.02 %
63000 Office Expenses	7,250.70	6,530.55	720.15	11.03 %
64000 Professional Fees	32,169.80	37,172.08	-5,002.28	-13.46 %
65000 Travel	973.29	76.81	896.48	1,167.14 %
66000 Utilities	654.70	571.35	83.35	14.59 %
67000 Personnel Expenses	49,786.24	45,839.08	3,947.16	8.61 %
Total Expenses	\$126,332.42	\$112,757.28	\$13,575.14	12.04 %
NET OPERATING INCOME	\$1,025,894.95	\$874,153.12	\$151,741.83	17.36 %
Other Income				
70000 Other Income	-2,976.84		-2,976.84	
Total Other Income	\$ -2,976.84	\$0.00	\$ -2,976.84	0.00%
NET OTHER INCOME	\$ -2,976.84	\$0.00	\$ -2,976.84	0.00%
NET INCOME	\$1,022,918.11	\$874,153.12	\$148,764.99	17.02 %

BIG SKY RESORT AREA DISTRICT

Budget vs. Actuals: FY_2023_2024 - FY24 P&L

July - October, 2023

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
40010 Interest Earned	289,009.07	20,000.00	269,009.07	1,445.05 %
40020 Late Payment Interest	1,664.39	2,000.00	-335.61	83.22 %
40030 Late Fees from Tax Collections	6,695.68	6,000.00	695.68	111.59 %
41000 Tax Collections	5,410,664.50	5,538,986.55	-128,322.05	97.68 %
Total Income	\$5,708,033.64	\$5,566,986.55	\$141,047.09	102.53 %
GROSS PROFIT	\$5,708,033.64	\$5,566,986.55	\$141,047.09	102.53 %
Expenses				
60000 Bad Debt		166.68	-166.68	
60010 Bank Charges	19,317.66	20.00	19,297.66	96,588.30 %
60020 Appropriations	11,957,837.00		11,957,837.00	
60080 Dues & Meeting Expenses	10,958.12	16,978.32	-6,020.20	64.54 %
60090 Public Information & Engagement	47,514.26	66,733.44	-19,219.18	71.20 %
61000 Dues & Property Taxes	9,806.28	10,500.00	-693.72	93.39 %
62000 Insurance	3,856.60	2,140.60	1,716.00	180.16 %
63000 Office Expenses	26,076.66	25,452.92	623.74	102.45 %
64000 Professional Fees	131,479.70	130,902.68	577.02	100.44 %
65000 Travel	1,081.33	878.08	203.25	123.15 %
66000 Utilities	2,288.16	3,180.00	-891.84	71.95 %
67000 Personnel Expenses	222,628.17	244,270.79	-21,642.62	91.14 %
Total Expenses	\$12,432,843.94	\$501,223.51	\$11,931,620.43	2,480.50 %
NET OPERATING INCOME	\$ -6,724,810.30	\$5,065,763.04	\$ -11,790,573.34	-132.75 %
Other Income				
70000 Other Income	-1,453.33		-1,453.33	
Total Other Income	\$ -1,453.33	\$0.00	\$ -1,453.33	0.00%
Other Expenses				
79000 Other expenses	1,664,334.50		1,664,334.50	
Total Other Expenses	\$1,664,334.50	\$0.00	\$1,664,334.50	0.00%
NET OTHER INCOME	\$ -1,665,787.83	\$0.00	\$ -1,665,787.83	0.00%
NET INCOME	\$ -8,390,598.13	\$5,065,763.04	\$ -13,456,361.17	-165.63 %

Accountant's Summary
Month Ended November 30, 2023

Balance Sheet

- Reserve funds increased due to the infrastructure tax collections.
- Accounts receivable show a significant decrease; however, this is due to the timing of pulling the report (as of 12/18). Only represents a portion of the collections for December.
- No other significant changes.

Profit & Loss

- Resort tax collections are currently (as of 12/18) only 15.75% of budgeted. However, MUNIREvs shows approx. \$231,000 in collections for the month but only \$91,000 has been reconciled.
- Interest income continues to be significantly over the amount budgeted due to the amount of cash on hand and the favorable interest rates.
- There were opportunity fund appropriations made during the month. This is not a "budgeted" item even though it is budgeted through the appropriation process. The opportunity fund reserve balance was decreased for these appropriations in the balance sheet.
- Tax collections are down 83% when compared to November 2023. However, this is mostly due to timing as noted above.
- Expenses were down 81% but the majority of that decrease is attributable to the cash outflows for debt payoffs in November 2022 (approx. \$665k). After removing non-comparable items (opportunity fund appropriations and debt service), expenses were up \$27k when compared to November 2022 which was mostly due to professional fees and office expenses.
- All other items appear reasonable.
- The total budgeted expenditures for FY24 are approx. \$1,482,625 and \$563,000 (38%) of the budget was expended as of November 30, 2023.

BIG SKY RESORT AREA DISTRICT

Balance Sheet

As of November 30, 2023

	TOTAL	
	AS OF NOV 30, 2023	AS OF OCT 31, 2023 (PP)
ASSETS		
Current Assets		
Bank Accounts		
10000 Funds Available		
10100 Reserved Funds	-11,062,116.48	-10,817,851.64
10120 FSB-Checking #80073430	248,470.33	250,000.00
10121 FSB - Repurchase Checking	17,184,130.61	16,949,399.19
10125 FSB - Disbursements #1336	21.52	121.52
10140 FSB-MM #80073422 - .19	5,128.49	5,126.39
10160 Petty Cash	200.00	200.00
10170 STIP	11,616.53	11,564.66
10180 DA Davidson - #65611532 Operating	3,542,333.27	3,530,671.44
10190 DA Davidson - #17191343 Investment	3,515,735.61	3,464,055.03
Total 10000 Funds Available	13,445,519.88	13,393,286.59
10500 Funds Reserved		
10503 TIGER Project - Resolution 2022.01R	406,662.94	406,662.94
10505 Infrastructure Tax Collected, net	5,201,357.19	4,957,092.35
10510 Emergency reserve	1,500,000.35	1,500,000.35
10520 Operating reserve	329,017.00	329,017.00
10530 Capital reserve	3,550,000.00	3,550,000.00
10551 Opportunity fund	75,079.00	75,079.00
Total 10500 Funds Reserved	11,062,116.48	10,817,851.64
1072 Bill.com Money Out Clearing	12.00	12.00
Total Bank Accounts	\$24,507,648.36	\$24,211,150.23
Accounts Receivable		
12000 Accounts Receivable	279,079.17	1,357,977.37
Total Accounts Receivable	\$279,079.17	\$1,357,977.37
Other Current Assets		
13100 Prepaid expenses		
13100.2 Prepaid software	31,392.57	34,696.68
Total 13100 Prepaid expenses	31,392.57	34,696.68
Total Other Current Assets	\$31,392.57	\$34,696.68
Total Current Assets	\$24,818,120.10	\$25,603,824.28

BIG SKY RESORT AREA DISTRICT

Balance Sheet

As of November 30, 2023

	TOTAL	
	AS OF NOV 30, 2023	AS OF OCT 31, 2023 (PP)
Fixed Assets		
15030 Capital Furnishings & Fixtures	5,228.49	5,228.49
15040 Buildings & Improvements	558,781.05	558,781.05
16000 Accumulated Depreciation	-87,303.25	-87,303.25
Total Fixed Assets	\$476,706.29	\$476,706.29
Other Assets		
19010 Deferred outflows		
19011 Deferred Outflows - BSWs Agreement	17,345,238.50	17,345,238.50
Total 19010 Deferred outflows	17,345,238.50	17,345,238.50
Total Other Assets	\$17,345,238.50	\$17,345,238.50
TOTAL ASSETS	\$42,640,064.89	\$43,425,769.07
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
21000 General Accounts Payable	28,532.60	40,743.73
Total Accounts Payable	\$28,532.60	\$40,743.73
Credit Cards		
21100 Divvy Credit Card	7,841.35	12,208.00
Total Credit Cards	\$7,841.35	\$12,208.00
Other Current Liabilities		
23000 Payroll Liabilities	0.00	0.00
23011 457 Employee	-2,254.71	-2,254.71
23020 Accrued Leave	10,939.71	10,939.71
23030 Federal Withholding	0.00	5,965.74
23100 State Unemployment	9.57	9.57
23110 State Withholding	539.93	758.92
23401 Health Insurance (company paid)	-830.28	-499.53

BIG SKY RESORT AREA DISTRICT

Balance Sheet

As of November 30, 2023

	TOTAL	
	AS OF NOV 30, 2023	AS OF OCT 31, 2023 (PP)
Total 23000 Payroll Liabilities	8,404.22	14,919.70
23500 General Appropriations		
Arts Council	235,000.00	235,000.00
Big Sky Chamber of Commerce	153,670.99	200,256.22
Big Sky Community Housing Trust	1,023,159.33	1,098,150.74
Big Sky Community Organization	318,879.59	388,481.19
Big Sky Discovery Academy	2,600.00	100,000.00
Big Sky Fire Department	1,030,589.00	1,030,589.00
Big Sky SNO, Inc.	-32,849.50	0.00
Big Sky Sustainability Network Organization	410,000.00	410,000.00
Big Sky Trails, Recreation & Parks District	756,756.21	861,410.01
Big Sky Transportation District	1,175,000.00	1,175,000.00
Big Sky Water & Sewer District	560,000.00	560,000.00
Center for Large Landscape Con.	57,383.38	79,633.06
Food Bank	47,827.68	70,000.00
Friends of the Comm. Library	162,995.05	175,310.30
Gallatin Canyon Water & Sewer District	541,120.13	560,092.13
Gallatin River Task Force	886,174.01	886,174.01
Grow Wild	106,330.46	137,487.62
Morningstar	476,500.00	510,500.00
Sheriff's Office	650,998.00	655,688.00
Snowmobile Association	30,000.00	30,000.00
Southwest Montana Mountain Bike Association	0.00	50,000.00
Visit Big Sky	773,364.47	985,204.21
Warren Miller Performing Arts C	176,800.00	176,800.00
Wellness in Action	7,311.25	17,936.25
Total 23500 General Appropriations	9,549,610.05	10,393,712.74
Total Other Current Liabilities	\$9,558,014.27	\$10,408,632.44
Total Current Liabilities	\$9,594,388.22	\$10,461,584.17
Long-Term Liabilities		
23600 WRRF Phase I Project	17,345,238.50	17,345,238.50
Total Long-Term Liabilities	\$17,345,238.50	\$17,345,238.50
Total Liabilities	\$26,939,626.72	\$27,806,822.67
Equity		
30100 Retained Earnings	4,946,307.65	4,946,307.65
30200 Committed Fund Balance	3,581,801.29	3,581,801.29
30300 Fund Balance	9,706,845.48	9,706,845.48
30500 Investment in Fixed Assets	464,581.04	464,581.04
31000 Restricted Fund Balance	5,297,424.26	5,297,424.26
32000 Nonspendable Fund Balance	12,584.81	12,584.81

BIG SKY RESORT AREA DISTRICT

Balance Sheet

As of November 30, 2023

	TOTAL	
	AS OF NOV 30, 2023	AS OF OCT 31, 2023 (PP)
Net Income	-8,309,106.36	-8,390,598.13
Total Equity	\$15,700,438.17	\$15,618,946.40
TOTAL LIABILITIES AND EQUITY	\$42,640,064.89	\$43,425,769.07

BIG SKY RESORT AREA DISTRICT

Budget vs. Actuals: FY_2023_2024 - FY24 P&L

November 2023

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
40010 Interest Earned	87,087.84	5,000.00	82,087.84	1,741.76 %
40020 Late Payment Interest	-1,615.27	500.00	-2,115.27	-323.05 %
40030 Late Fees from Tax Collections	384.29	1,500.00	-1,115.71	25.62 %
41000 Tax Collections	92,189.17	585,454.46	-493,265.29	15.75 %
Total Income	\$178,046.03	\$592,454.46	\$ -414,408.43	30.05 %
GROSS PROFIT	\$178,046.03	\$592,454.46	\$ -414,408.43	30.05 %
Expenses				
60000 Bad Debt		41.67	-41.67	
60010 Bank Charges		5.00	-5.00	
60021 Opportunity Fund Appropriations	47,336.32		47,336.32	
60080 Dues & Meeting Expenses	259.93	4,244.59	-3,984.66	6.12 %
60090 Public Information & Engagement	7,410.60	11,533.31	-4,122.71	64.25 %
61000 Dues & Property Taxes		0.00	0.00	
62000 Insurance	-121.68	72.65	-194.33	-167.49 %
63000 Office Expenses	10,149.36	7,066.50	3,082.86	143.63 %
64000 Professional Fees	18,134.22	31,695.69	-13,561.47	57.21 %
65000 Travel	612.70	168.13	444.57	364.42 %
66000 Utilities	1,519.11	711.25	807.86	213.58 %
67000 Personnel Expenses	49,786.24	61,067.67	-11,281.43	81.53 %
69999 Uncategorized Expenses	115.87		115.87	
Total Expenses	\$135,202.67	\$116,606.46	\$18,596.21	115.95 %
NET OPERATING INCOME	\$42,843.36	\$475,848.00	\$ -433,004.64	9.00 %
Other Income				
70000 Other Income	38,648.41		38,648.41	
Total Other Income	\$38,648.41	\$0.00	\$38,648.41	0.00%
NET OTHER INCOME	\$38,648.41	\$0.00	\$38,648.41	0.00%
NET INCOME	\$81,491.77	\$475,848.00	\$ -394,356.23	17.13 %

BIG SKY RESORT AREA DISTRICT

Profit and Loss - Comparative by Month

November 2023

	TOTAL			
	NOV 2023	NOV 2022 (PY)	CHANGE	% CHANGE
Income				
40010 Interest Earned	87,087.84	14,582.48	72,505.36	497.21 %
40020 Late Payment Interest	-1,615.27	836.38	-2,451.65	-293.13 %
40030 Late Fees from Tax Collections	384.29	791.70	-407.41	-51.46 %
41000 Tax Collections	92,189.17	539,493.44	-447,304.27	-82.91 %
Total Income	\$178,046.03	\$555,704.00	\$ -377,657.97	-67.96 %
GROSS PROFIT	\$178,046.03	\$555,704.00	\$ -377,657.97	-67.96 %
Expenses				
60010 Bank Charges		53.00	-53.00	-100.00 %
60021 Opportunity Fund Appropriations	47,336.32		47,336.32	
60080 Dues & Meeting Expenses	259.93	297.74	-37.81	-12.70 %
60090 Public Information & Engagement	7,410.60	4,904.24	2,506.36	51.11 %
61000 Dues & Property Taxes		416.88	-416.88	-100.00 %
62000 Insurance	-121.68	-174.60	52.92	30.31 %
63000 Office Expenses	10,149.36	4,181.48	5,967.88	142.72 %
64000 Professional Fees	18,134.22	3,940.00	14,194.22	360.26 %
65000 Travel	612.70	0.00	612.70	
66000 Utilities	1,519.11	430.18	1,088.93	253.13 %
67000 Personnel Expenses	49,786.24	46,817.47	2,968.77	6.34 %
68000 Debt service		664,896.07	-664,896.07	-100.00 %
69999 Uncategorized Expenses	115.87		115.87	
Total Expenses	\$135,202.67	\$725,762.46	\$ -590,559.79	-81.37 %
NET OPERATING INCOME	\$42,843.36	\$ -170,058.46	\$212,901.82	125.19 %
Other Income				
70000 Other Income	38,648.41		38,648.41	
Total Other Income	\$38,648.41	\$0.00	\$38,648.41	0.00%
NET OTHER INCOME	\$38,648.41	\$0.00	\$38,648.41	0.00%
NET INCOME	\$81,491.77	\$ -170,058.46	\$251,550.23	147.92 %

BIG SKY RESORT AREA DISTRICT

Budget vs. Actuals: FY_2023_2024 - FY24 P&L

July - November, 2023

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
40010 Interest Earned	376,096.91	25,000.00	351,096.91	1,504.39 %
40020 Late Payment Interest	49.12	2,500.00	-2,450.88	1.96 %
40030 Late Fees from Tax Collections	7,079.97	7,500.00	-420.03	94.40 %
41000 Tax Collections	5,502,853.67	6,124,441.01	-621,587.34	89.85 %
Total Income	\$5,886,079.67	\$6,159,441.01	\$ -273,361.34	95.56 %
GROSS PROFIT	\$5,886,079.67	\$6,159,441.01	\$ -273,361.34	95.56 %
Expenses				
60000 Bad Debt		208.35	-208.35	
60010 Bank Charges	19,317.66	25.00	19,292.66	77,270.64 %
60020 Appropriations	11,957,837.00		11,957,837.00	
60021 Opportunity Fund Appropriations	47,336.32		47,336.32	
60080 Dues & Meeting Expenses	11,218.05	21,222.91	-10,004.86	52.86 %
60090 Public Information & Engagement	54,924.86	78,266.75	-23,341.89	70.18 %
61000 Dues & Property Taxes	9,806.28	10,500.00	-693.72	93.39 %
62000 Insurance	3,734.92	2,213.25	1,521.67	168.75 %
63000 Office Expenses	36,226.02	32,519.42	3,706.60	111.40 %
64000 Professional Fees	149,613.92	162,598.37	-12,984.45	92.01 %
65000 Travel	1,694.03	1,046.21	647.82	161.92 %
66000 Utilities	3,807.27	3,891.25	-83.98	97.84 %
67000 Personnel Expenses	272,414.41	305,338.46	-32,924.05	89.22 %
69999 Uncategorized Expenses	115.87		115.87	
Total Expenses	\$12,568,046.61	\$617,829.97	\$11,950,216.64	2,034.22 %
NET OPERATING INCOME	\$ -6,681,966.94	\$5,541,611.04	\$ -12,223,577.98	-120.58 %
Other Income				
70000 Other Income	37,195.08		37,195.08	
Total Other Income	\$37,195.08	\$0.00	\$37,195.08	0.00%
Other Expenses				
79000 Other expenses	1,664,334.50		1,664,334.50	
Total Other Expenses	\$1,664,334.50	\$0.00	\$1,664,334.50	0.00%
NET OTHER INCOME	\$ -1,627,139.42	\$0.00	\$ -1,627,139.42	0.00%
NET INCOME	\$ -8,309,106.36	\$5,541,611.04	\$ -13,850,717.40	-149.94 %

Reserve Funds Strategy

For Discussion

Purpose: The following will serve as an outline for the District investment in Reserves for operating, emergency relief, and strategic capital investments.

Strategy: Accumulate fund reserves to plan for the following:

- Three months of District Operations
 - a. For example, for FY23 the total would be \$305,338
- Capital investments (outside of annual applications) that include large scale projects from Big Sky Capital Improvement Plan (in development) requiring setting aside funds for multiple years.
 - a. Goal: Incremental growth of \$1,000,000 annually.
- Emergency Funds that address community relief needs as outlined in a Board Resolution
 - a. For example, Big Sky Relief efforts addressing COVID-19 impacts
 - b. Goal \$2,500,000 (based on \$2,150,000 invested in Big Sky Relief)

Recommendation: Grow reserves as outlined to prepare for the Operational needs, Community Emergencies, and long-term capital investments (potentially in conjunction with bonding)

	FY24 Budget	FY25 Budget	FY26 Budget
Operating Reserve Goal	329,017	340,785	352,712
Emergency Reserve Goal	1,500,000	2,500,000	2,500,000
Capital Reserve Goal	3,000,000	4,000,000	5,000,000
Reserve Goal	\$4,829,017	\$6,840,785	\$7,852,712

**BIG SKY RESORT AREA DISTRICT
RESOLUTION NO. 2023-02R**

**RESOLUTION OF THE BIG SKY RESORT AREA DISTRICT BOARD OF
DIRECTORS RELATED TO PROCEDURES FOR THE ALLOCATION OF RESORT
TAX FUNDS FOR FISCAL YEAR 2025: JULY 1, 2024 THROUGH JUNE 30, 2025**

PURSUANT TO THE AUTHORITY VESTED IN THE BIG SKY RESORT AREA DISTRICT BOARD OF DIRECTORS UNDER SECTION 7-6-1542, MCA, AND SECTION 7-6-1547(4), MCA, THE BOARD OF DIRECTORS HEREBY RESOLVES TO ADOPT RESOLUTION NO. 2023-02R AS FOLLOWS:

WHEREAS, the Big Sky Resort Area District (“District”) was created effective April 7, 1998 pursuant to sections 7-6-1531 through 1550, MCA; and

WHEREAS, members of the District Board of Directors (“Board”) have been duly elected by the electors residing within the District; and

WHEREAS, pursuant to section 7-6-1542, MCA, the Board may appropriate and expend revenue from the resort tax; and

WHEREAS, pursuant to section 7-6-1547(4), MCA, the Board is authorized to act by Resolution; and

WHEREAS, at duly noticed public meetings held on August 14, 2023, October 25, 2023, October 31, 2023, November 8, 2023, and January 10, 2024, the Board discussed (a) its past and current procedures and rules related to its methodology of allocating resort tax funds; (b) its historical allocation of resort tax funds to impact areas; (c) its historical allocation of resort tax funds to various applicants; (d) the Our Big Sky Community Vision and Strategy; (e) the Big Sky Capital Improvement Plan; (f) Infrastructure Investment, Funding, and Voter Representation Roadmap; (g) information from past award recipients related to their projected future needs; (h) various comments, input, and survey results from the public, including individuals, business owners, and community leaders; and (i) the amount of resort tax funds available in past years and projected to be available in Fiscal Year 25; and

WHEREAS, following these detailed discussions, the Board has determined certain changes are needed to its procedures, rules, and methodology of allocation in order to continue to meet the needs of the residents and businesses within the District and the Big Sky Community, and to set and communicate expectations of the Board related to the funding priorities for the fiscal year, and to provide clarity to the public and applicants with respect to these priorities;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. Recognizing the need to establish and clearly communicate important deadlines to the public and for applicants of resort tax funds, the Board hereby adopts the timeline set forth in **Exhibit A** for the Fiscal Year 25 allocation cycle for resort tax funds.
2. Recognizing the significant and broad-ranging funding needs of residents within the District and the Big Sky Community for governmental services, infrastructure and public works, housing, health and safety, arts and culture, education and childcare, economic development, recreation, and conservation, the Board has determined:
 - a. it shall set aside from its available resort tax funds an amount for reserves consistent with the Board approved Reserve Funds Strategy and an amount for the District's operating budget; and
 - b. with the balance of the available resort tax funds, it shall establish certain impact areas and allocate a percentage of available resort tax funds to each impact area; and
 - c. it shall hereby adopt the impact areas and funding percentages described in **Exhibit B** for Fiscal Year 25; and
 - d. it shall annually revisit these determinations during the Fall season and adjust both the designated impact areas and the designated funding percentages as it deems appropriate following public meetings and discussion.
3. Recognizing the number of applicants for resort tax funds has increased and the amount of funds requested by such applicants has increased, and recognizing the projected available resort tax funds will be less than the anticipated resort tax funds requests from applicants, the Board hereby adopts eligibility requirements for funding requests from nonprofit and other non-governmental entities for Fiscal Year 25 as set forth on **Exhibit C**. The Board further resolves to annually revisit these determinations during the Fall season and adjust the eligibility requirements as it deems appropriate following public meetings and discussions.
4. Recognizing the available resort tax funds are unlikely to meet the anticipated funding requests, and recognizing the Board must establish a procedure to assist it to objectively rank the requests in each impact area and to clearly communicate such procedure, process, and criteria to the public and to applicants, the Board hereby adopts the scoring system, criteria, weighting and evaluation procedures for the initial evaluation of funding requests from nonprofit and other non-governmental entities for Fiscal Year 25 as set forth on **Exhibit D**. The Board further resolves to annually revisit these determinations during the Fall season and adjust the scoring system, criteria, weighting and evaluation procedures as it deems appropriate following public meetings and discussion.
5. Recognizing the need for clear communication to the public and applicants for how scores will be used by the Board in the allocation process for the Fiscal Year funding cycle, the Board hereby agrees it shall consider one impact area at a time and will

consider funding of projects in numerical scoring order from highest to lowest in each impact area. If there are projects with the same score within an impact area, those equally scored applications will be reviewed in order of submission.

6. Recognizing that the District and the community of Big Sky faces challenges across its impact areas which might require large dollar spends on projects over the next several years as reflected in the Our Big Sky Community Vision and Strategy, the Big Sky Capital Improvement Plan, and the Infrastructure Investment, Funding, and Voter Representation Roadmap, the Board hereby agrees that in the event it does not make awards in the Fiscal Year 25 funding cycle which exhaust the percentage of funds allocated to a particular impact area, such “excess” funds shall be deposited in a restricted fund account established for the impact area within the District’s general restricted account, and which funds shall be assigned for use on projects within that specific impact area in future years, and therefore directs its staff and professionals to create appropriate systems to track funding by impact areas.
7. Recognizing some of the determinations, procedures, and criteria addressed in this Resolution are new, the Board directs its staff to promptly develop and implement a comprehensive public communications plan to disseminate this information to the general public and to all past applicants in advance of the opening of the application period for the Fiscal Year 25 funding cycle.

PASSED and APPROVED on this 10th day of January 2024, by a vote of ___ in favor and ___ opposed.

Sarah Blechta, Chair

Ciara Wolfe, Vice Chair

Steve Johnson, Secretary & Treasurer

Grace Young, Director

Kevin Germain, Director

Exhibit A: FY25 Process

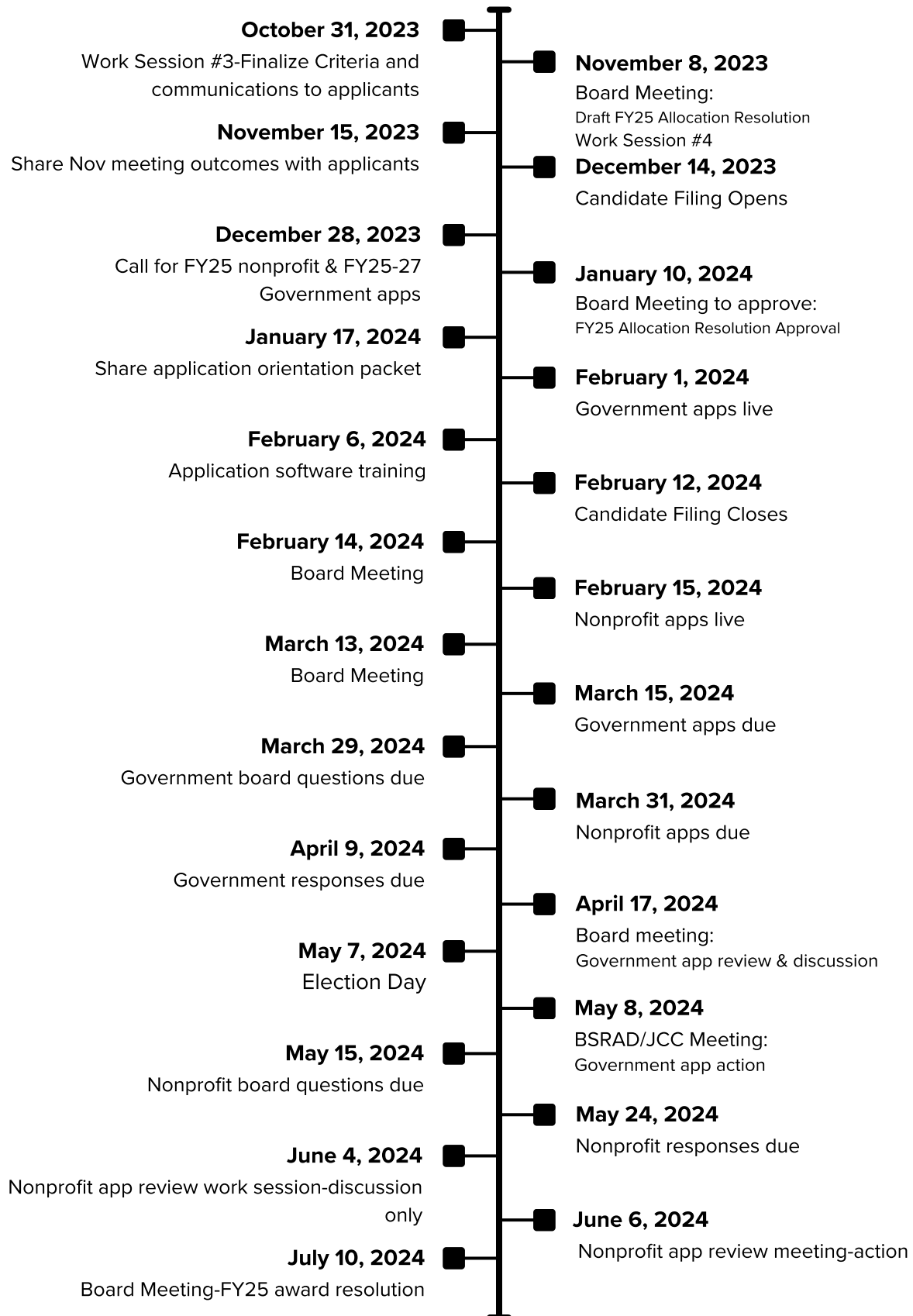
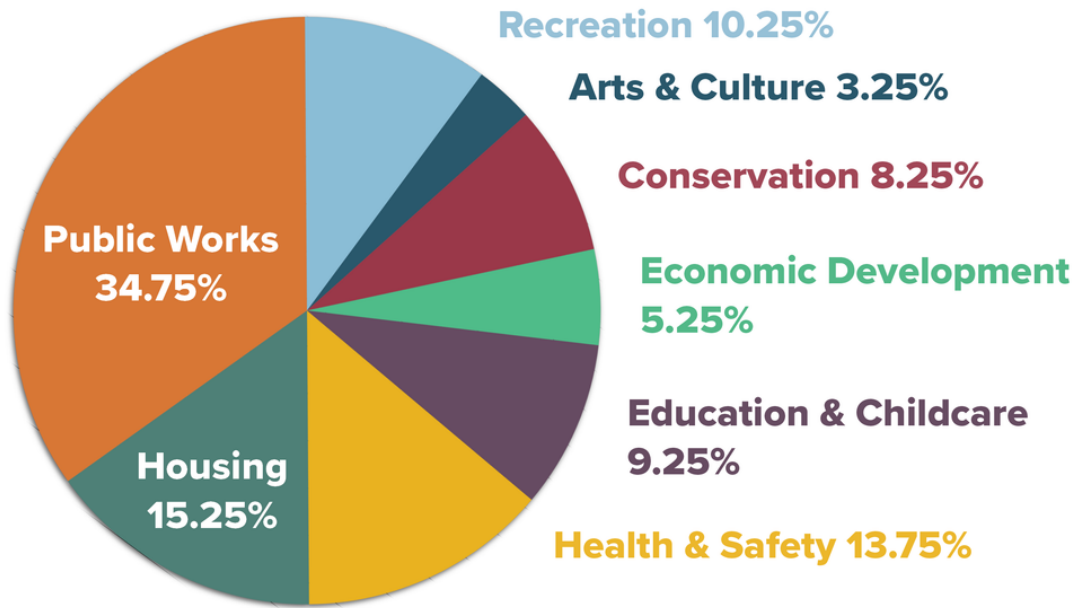
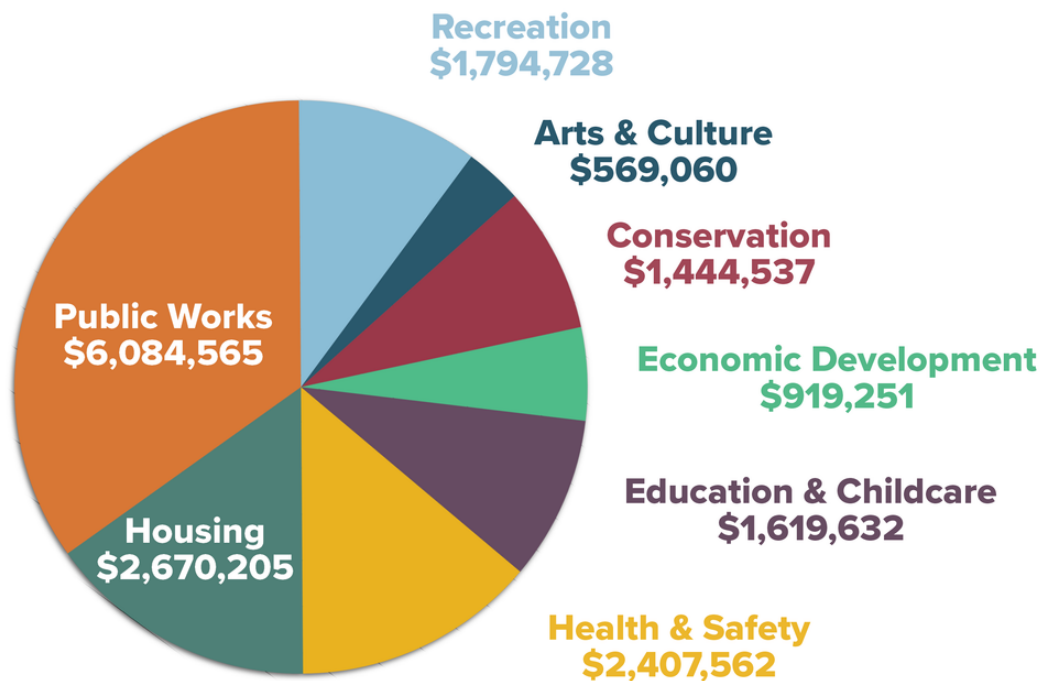


Exhibit B: Impact Area Allocation



Based on FY24 Available Funds of \$17,509,540



IMPACT AREA DEFINITIONS

- **Arts & Culture:** Addresses stewarding creative expression, story-telling, and cultural participation.
 - *Examples include but are not limited to, performances, events, bilingual initiatives, and public art.*
- **Conservation:** Addresses sustainable efforts for current and future generations to live and play in Big Sky through thoughtful mitigation of human impact on the natural environment.
 - *Examples include but are not limited to, easements, studies, and preservation.*
- **Education & Childcare:** Addresses multi-disciplinary inclusive education for all ages.
 - *Examples include but are not limited to skill training, instruction, and childcare.*
- **Economic Development:** Addresses balancing Big Sky's tourism-driven economy by sustainably growing prosperity and ensuring a high quality of life for Big Sky workers.
 - *Examples include but are not limited to, research, marketing, business development, and professional training.*
- **Health & Safety:** Addresses emergency, medical, and social services essential to the welfare of Big Sky -- in many cases, resulting in property tax or fee reduction.
 - *Examples, include but are not limited to, search and rescue, fire, medical, hospital, food security, social programs, and law enforcement.*
- **Housing:** Addresses long-term (30+ days) rental and ownership opportunities for Big Sky workers.
 - *Examples include but are not limited to, deed and affordability restrictions.*
- **Public Works:** Addresses core utilities and services used broadly by the community -- in many cases, resulting in property tax or fee reduction.
 - *Examples include but are not limited to, transportation, postal services, water and sewer, and other utilities.*
- **Recreation:** Addresses indoor or outdoor activities done for the enjoyment and health of residents and visitors.
 - *Examples include but are not limited to, parks, trails, public access, training, sports and recreation.*

Exhibit C: Eligibility Requirements

Minimum requirements for an application to be eligible for board review.

Requirement	Description	Applicable Investment Types	Evaluation Method
Matching Funds	For every dollar requested from Resort Tax 25 cents match from other funding source(s).	<ul style="list-style-type: none"> • Administration • Capital • Programming 	Project budget
Preliminary Engineering Report	Capital for construction projects, \$50,000 and greater, must provide a preliminary engineering report (PER) by a licensed architect or engineer.	<ul style="list-style-type: none"> • Capital (construction only) 	Document upload of PER
Submission Deadline	Application and supplement materials must be submitted on or before posted deadlines.	<ul style="list-style-type: none"> • Administration • Capital • Programming 	Completion date
Active BSRAD Registration	Sponsors must be actively registered with the District by the application deadline.	<ul style="list-style-type: none"> • Administration • Capital • Programming 	Registration status as of application deadline.
Application Score	Applications must receive a score of 60 or higher to be eligible for funding.	<ul style="list-style-type: none"> • Administration • Capital • Programming 	Score
Management Agreement for Pass Through Funding	Sponsors with pass-through funding to another sponsor (Resort Tax funded entity) must have a formal agreement in place prior to submission.	<ul style="list-style-type: none"> • Administration • Capital • Programming 	Uploaded document
Project Reports	Sponsors must be up to date on reporting to the District from the current fiscal year award.	<ul style="list-style-type: none"> • Administration • Capital • Programming 	FY24 Project Reports
Request Amount	Requests must be \$25,000 or greater. <i>Smaller requests may be submitted using the "micro-grant" form/process.</i>	<ul style="list-style-type: none"> • Administration • Capital • Programming 	Project budget
Organization Type	Sponsoring organization must be a nonprofit or other non-government entity	<ul style="list-style-type: none"> • Administration • Capital • Programming 	Sponsor Information

Exhibit D: Score Criteria

The following is an outline of what criteria and traits the board prefers to invest in. Criteria will carry more weight and receive a higher score based on preference. Scores will be calculated based on application responses and data provided by sponsors.

Criteria & Value	Description	Preference/Weight	Evaluation Method
Audience Served 15 Points	What is the audience directly being served by this project?	<ul style="list-style-type: none"> • 15 pts: Serves residents and visitors • 10 pts: Serves residents only • 5 pts: Serves visitors only 	Application question: Audience served
Investment Type 15 Points	What investment type is this project?	<ul style="list-style-type: none"> • 15 pts: Capital-included in CIP • 10 pts: Capital & Programming • 5 pts: Administration 	Application question: Investment Type
Forecasting Accuracy 10 Points	<p>How accurately was this project forecasted on last year's application?</p> <p><i>If the sponsor has not requested resort tax funds in the last 3 years they will receive 10 points.</i></p>	<ul style="list-style-type: none"> • 10 pts: 0-15% forecasting variance YOY • 7 pts: 16-29% forecasting variance YOY • 3 pts: 30% or greater forecasting accuracy YOY 	Forecasted amount on FY24 App & FY25 Request
Matching Funds 10 Points	What portion of project costs are being requested of resort tax?	<ul style="list-style-type: none"> • 10 pts: 25% or less requested of resort tax • 7 pts: 26-50% requested of resort tax • 3 pts: 49-74% requested of resort tax 	Project budget
Partnerships 10 Points	How many partners does this project have?	<ul style="list-style-type: none"> • 10 pts: 4 or more partners • 7 pts: 1-3 partners • 3 pts: No partners 	Application question: Partnerships
Program Expense Ratio 10 Points	What percentage of the sponsors expenses are programming related?	<ul style="list-style-type: none"> • 10 pts: Program expense ratio 70% or higher • 7 pts: Program expense ratio of 51-69% • 3 pts: Program expense ratio less than 50 	Sponsor efficiency worksheet data

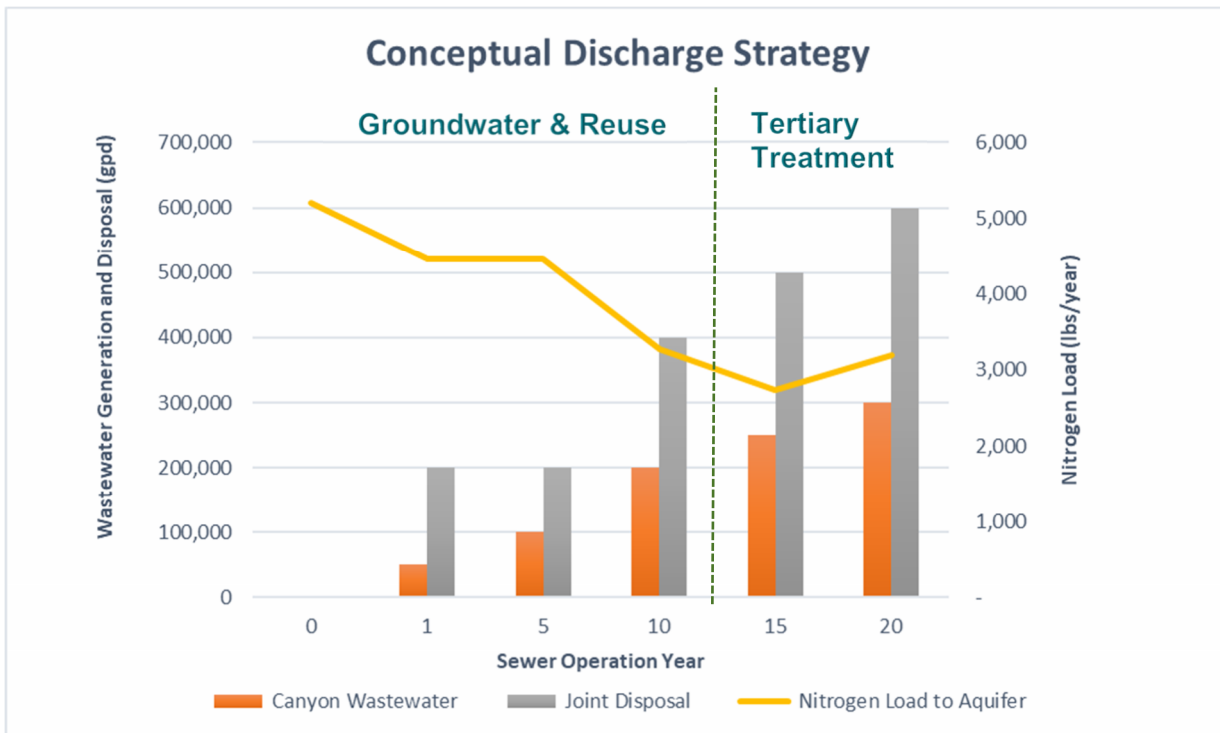
Criteria & Value	Description	Preference/Weight	Evaluation Method
Public Funds & Government Service Alignment 10 Points	Is this project providing a service typically provided by a government agency? OR Is this a project (or similar to) that is funded by public tax dollars in other Montana communities?	<ul style="list-style-type: none"> • 10 pts: Publicly funded elsewhere • 0 pts: Not typically publicly funded 	Application question: provide an example of another community
SMART Community Need 10 Points	Does this project meet an identifiable and measurable need outlined in the Our Big Sky Vision and Strategy, the Big Sky Capital Improvement Plan, and other guiding documents?	<ul style="list-style-type: none"> • 10 pts: Addresses identified and measurable community need • 0 pts: Does not address any identified and measurable community need 	Application question: SMART Metrics
Annuity 5 Points	<p>For how many years will this project need resort tax funding?</p> <p><i>Applicable to Administration and Programming requests only. Capital requests will receive 5 points.</i></p>	<ul style="list-style-type: none"> • 5 pts: 1 year of RT funding • 3 pts: 2-3 years of RT funding • 2 pts: 3+ years of RT funding 	Application question: Annuity
Programming Growth Rate 5 Points	<p>Is the amount of requested growing at a higher rate than Gallatin County wage growth?</p> <p><i>Applicable to recurring Administration and Programming requests only. New and capital requests will receive 5 points.</i></p>	<ul style="list-style-type: none"> • 5 pts: ≤10% growth • 3 pts: 11-20% growth • 2 pts: >21% growth 	FY25 Request amount & FY24 Request amount

PROJECT UPDATES – BSRAD “FESIBILITY” REQUIREMENTS

Work Required	BSRAD Funding	Budget Remaining	Status / Notes
Preliminary Non-Degradation & Human Health Assessment Report (discharge feasibility)	\$50,000	\$0	Complete. Presented preliminary disposal capacity estimates to DEQ totaling 500,000 gallons per day (gpd) across 5 locations, Treatment Wetland (TW) and/or irrigation reuse needed to achieve ‘net-nutrient’ reduction beyond 300,000 gpd
2023 Groundwater Data Collection (discharge feasibility)	\$100,000	\$52,630	ARPA Funding covered \$21,000 Round 1: potentiometric data, Gallatin River flow data, short duration pump tests (monitoring well drilling planned but not completed due to drill rig availability) Round 2: TBD (pending DEQ input)
Groundwater Discharge Capacity Projection and Phasing Plan (discharge feasibility)	\$30,000	\$0	Goal: 25% Net-Nutrient Reduction (see next page for Phasing Summary) Estimate 80% Groundwater Discharge and 20% Irrigation Reuse in near-term (i.e. 10-year outlook) and incorporating tertiary treatment longer term.
DEQ data/studies review and correspondence (regulatory feasibility)	\$20,000	\$14,201	DEQ provided letter communicating anticipated “feasibility” and project support. Lingering question...at what scale of disposal? (200,000 gpd vs. 400,000 gpd vs. 600,000 gpd)
Right-of-way and Lift Station Easement Agreement(s) (access feasibility)	\$50,000	\$50,000	ARPA Funding has covered work to date Meetings w/ Conoco and Chapel to coordinate easements for lift station are ongoing.
Connection Fee & Rate Study (economic feasibility)	\$50,000	\$35,799	In Progress Approximately \$3M(+/-) project cost increase estimated when comparing 30% Design Drawings to the 2021 PER.
Treatment / Disposal Service Agreement	\$20,000	\$20,000	ARPA Funding covered work to date Joint Committee focus topic
Preliminary Funding Package (economic feasibility)	\$60,000	\$60,000	Kick-off after 60% design (pending definition of Phase 1 project limits)

Discharge Feasibility Study Summary:

- 200,000+ GPD (73 MGY) disposal expected to be readily feasible.
- 600,000 GPD disposal to maintain 2:1 ratio for full build-out is conceptually feasible.
- Disposal infrastructure capital cost ranges between \$4-\$45 per GPD (location dependent)
- Low O&M cost (limited pumping)
- Net-Nutrient Reduction
 - Existing = 4100 lbs TN in full build-out service area (down to school)
 - 500,000 GPD disposal and 25% net-nutrient reduction achievable with advanced treatment or engineered wetland. Reuse and “disposal timing” planned to achieve >500,000 gpd (if needed).
- Conceptual 225k GPD up, 450k GPD down (approximate 1 gallon “Existing” to 2 gallons “New” ratio)
 - **Existing Development = 75,000 GPD (+/-)**
 - Service Area 2 (Conoco, Big Horn Center) = 15,000 GPD
 - Service Area 4 (Riverfront Commercial / residential) = 20,000 GPD
 - Service Area 6 (Lazy J) = 15,000 GPD
 - Service Area 9 (Lower Ramshorn) = 15,000 GPD
 - Service Area 13 (School) = 10,000 GPD
 - **New development = 150,000 GPD (+/-)**
 - Service Area 3 (Quarry PUD) = 80,000 GPD
 - Service Area 4 (Riverfront) = 20,000 GPD (conceptual infill / buildout)
 - Service Area 6 (Lazy J) = 10,000 GPD (conceptual build-out)
 - Service Area 8 (Buck’s) = 30,000 GPD (conceptual 2x build-out)
 - Service Area 13 (School) = 10,000 GPD (conceptual 50% growth)
- Conceptual phasing
 - 2026 = 50k GPD up, 200k GPD down
 - 2030 = 100k GPD up, 200k GPD down
 - 2035 = 200k GPD up, 400k GPD down (advanced treatment/engineered wetland)
 - 2040 = 250k GPD up, 500k GPD down (advanced treatment/engineered wetland)
 - 2045 = 300k GPD up, 600k GPD down (advanced treatment/engineered wetland)





September 11, 2023

Scott Altman, President
Gallatin Canyon County Water & Sewer District
c/o Jessica Trulen
PO Box 161030
Big Sky, MT 59716

RE: Discharge Feasibility Report for Gallatin Canyon County Water & Sewer District.

Dear Mr. Altman:

Thank you for providing the Discharge Feasibility Report and ongoing fieldwork summaries on data collection for a planned application to the Montana Ground Water Pollution Control System (MGWPCS). DEQ appreciates the frequent communication regarding your efforts on behalf of the Canyon district. As we discussed during our call on July 14, 2023, DEQ's decision to authorize a discharge of reclaimed water depends on a review of a complete permit application and supporting documents. However, based on the preliminary hydrogeological and engineering information compiled and presented, at this date DEQ has not identified any insurmountable issues that would preclude such an authorization.

DEQ appreciates the District's investment in data collection, and anticipates reviewing a robust application package.

Sincerely,

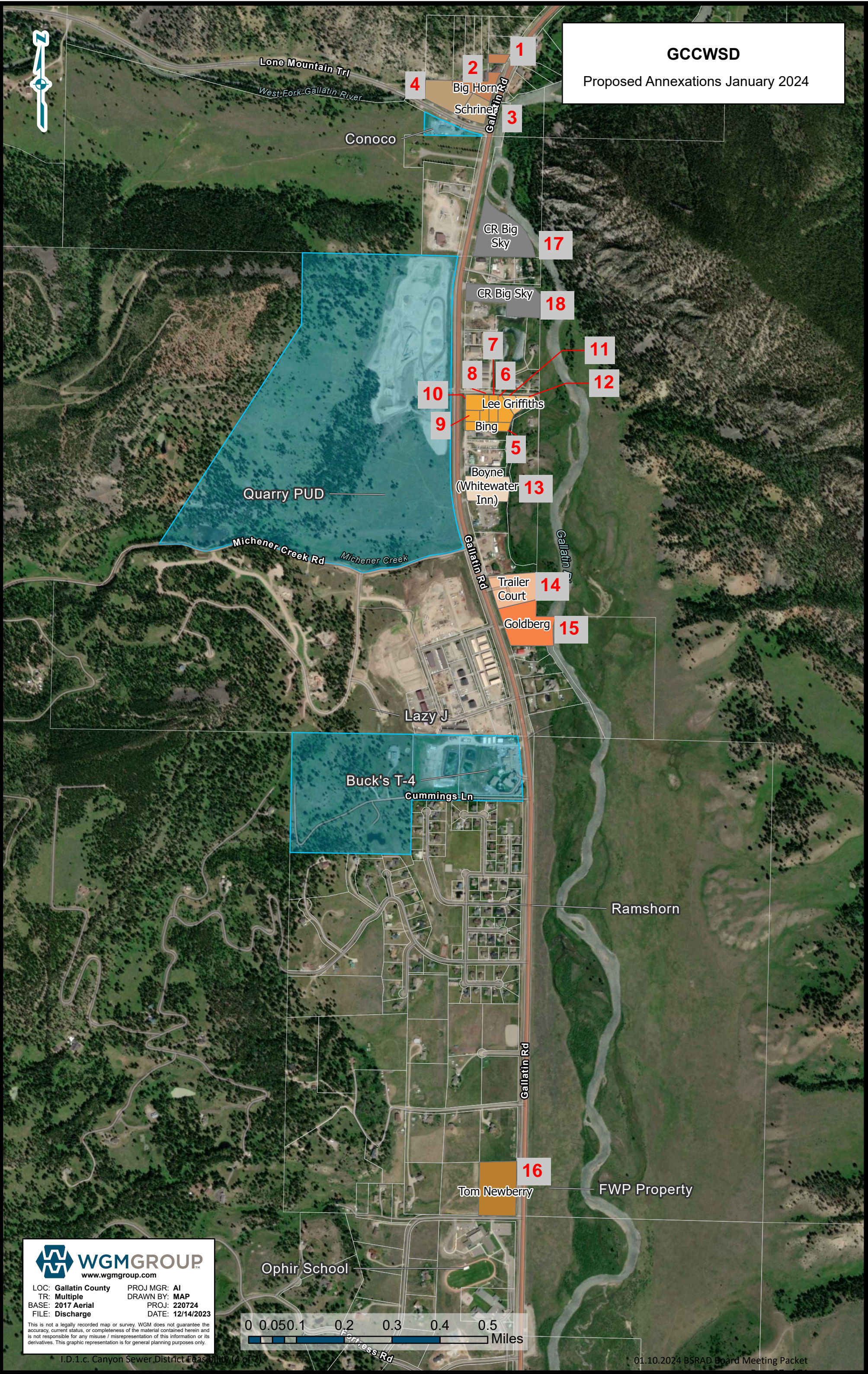
Eric Sivers

Eric Sivers
Water Quality Division Policy Analyst

cc: Mace Mangold, WGM Group

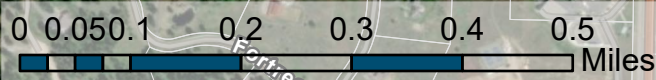
GCCWSD

Proposed Annexations January 2024



LOC: Gallatin County PROJ MGR: AI
TR: Multiple DRAWN BY: MAP
BASE: 2017 Aerial PROJ: 220724
FILE: Discharge DATE: 12/14/2023

This is not a legally recorded map or survey. WGM does not guarantee the accuracy, current status, or completeness of the material contained herein and is not responsible for any misuse or misrepresentation of this information or its derivatives. This graphic representation is for general planning purposes only.





The Gallatin Canyon County Water and Sewer District (Canyon District) is reaching out to all property owners in the Proposed Sewer Service Area to increase awareness of the upcoming Canyon Sewer Project. Project engineering and permitting has commenced with the target of starting construction in 2026. Our near-term priority is to identify landowners interested in joining the Canyon District and answer questions about the annexation process. Below is a project overview and highlights of the two-step annexation process, which includes: 1) submitting a Petition to Annex and 2) future Service Agreement coordination.

About the Gallatin Canyon Sewer Project

The Canyon District, the Big Sky County Water and Sewer District (BSCWSD), and Big Sky Resort Area District (BSRAD) are working toward a centralized sewer system in the “Canyon Area” below Big Sky. The project addresses fundamental community needs and environmental sustainability including:

- Retiring septic systems that present notable human health risks and detrimental nutrient loading to the Gallatin River.
- Providing infrastructure to support workforce housing that is currently extremely lacking.
- Addressing current BSCWSD disposal limitations and operational risks associated with lack of disposal redundancy.
- Improving long-term sustainability by promoting water conservation through treated effluent reuse, groundwater recharge, and mitigating resource-intensive development sprawl.

The project includes construction of nearly five miles of sewer collection main along Highway 191 and throughout the Canyon Area corridor, approximately spanning from the Big Horn Center at the northern limit to Ophir Elementary at the southern limit (see enclosed map). Final project limits will be established based on interest of property owners to connect to the service and available funding.

Purpose of Annexation – Greater Environmental Benefit, Increased Access to Funding

Most of the parcels within the proposed service area are presently on individual septic systems, all of which are discharging to the same aquifer as shallow drinking water wells in the area draw from, causing contamination concerns. Engineering studies completed on behalf of the Gallatin River Task Force and the Canyon District have identified properties neighboring the planned sewer collection corridor along Highway 191 that provide the best opportunity for removal of existing nutrient loads to the Gallatin River and pathogen risk to private wells.

Expanding the district results in greater benefit to Big Sky water resources. A broader district boundary also allows for more comprehensive long-term planning and increases the likelihood of securing grants that will be used to offset connection fees for future users. Nearly \$15 million has been secured to date and the Canyon District is continuing to seek funds with the goal of substantially reducing connection costs for those property owners with existing septic systems.

Step 1 – Petition to Annex

By submitting a Petition to Annex (enclosed draft), property owners are expressing interest in connecting to the proposed sewer service but are not obligated to connect. Annexation offers property owners the option to connect in the earliest phases of the project. The project also seeks to achieve a “net-nutrient reduction” goal that may ultimately limit the number of new connections, for which the district anticipates incorporating a “first come, first serve” approach to allocating service capacity.

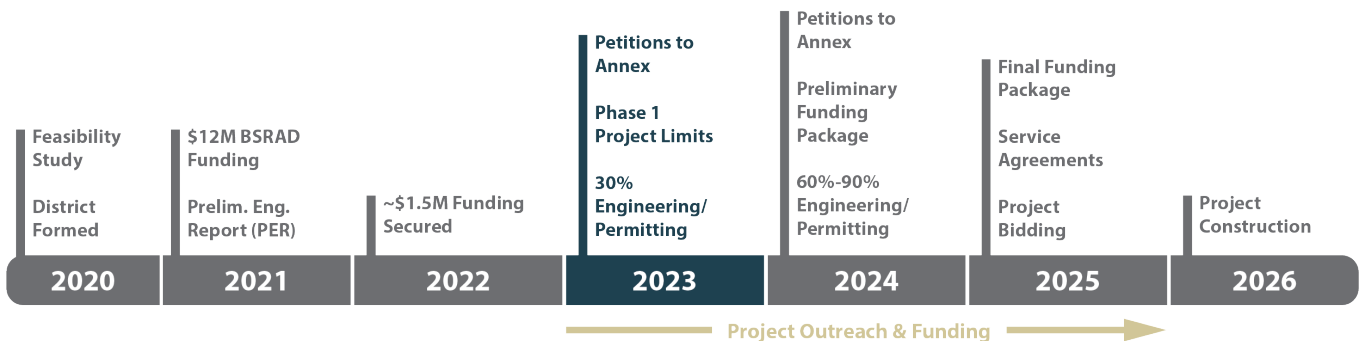
Montana Code Annotated (MCA 7-13-2341) defines how the Canyon District can grow. Growth can be accomplished through annexation by a petition of contiguous property owners who would like to join or through a vote. The petition to annex provided in this packet would allow annexation of petitioning properties that are adjacent to the existing Canyon District through a simple Canyon District board vote. Petitioning properties that are not adjacent to the Canyon District would be added to a ballot for annexation through a vote of existing Canyon District members.

Step 2 – Service Agreement

Costs to users are still highly variable and are dependent on many factors including final design, bid price for construction, number of users, funding package, how costs are spread between existing and new development or between domestic and commercial users, and other variables. As costs become more defined over, the Canyon District will coordinate Service Agreements with individual parcel owners, HOA’s and private utility owners. Preliminary budgetary connection fees and user rates are currently being evaluated and estimates will be presented at the January 2024 Canyon District Board meeting. Meeting details will be posted on the Canyon District website (gallatincanyonwsd.com).

Annexation, Service Agreement & Project Timeline

The Canyon District is encouraging all interested property owners to petition for annexation. Petitions to annex into the Canyon District can be made at any time; however, to be considered for inclusion in Phase 1, the Canyon District is requesting petitions be submitted by March, 2024. Our goal is to identify the Phase 1 project limits and develop a preliminary funding package in early 2024 to determine connection fees and monthly sewer bill estimates. Service Agreement coordination will be conducted in parallel to the project advancing from 60% to 90% design in 2024, ultimately working to finalize agreements and construction documents in 2025 to support a Spring 2026 construction start date.



FIND MORE INFORMATION:



www.gallatincanyonwsd.com



gallatincanyonwsd@gmail.com

An in-person outreach event will be held in late January. Event details will be posted to the GCCWSD website.



CANYON STUDY AREA BOUNDARY

* BIG SKY WRRF

WEST FORK GALLATIN RIVER

LONE MTN TRAIL

SOUTH FORK WEST FORK GALLATIN RIVER

BIGHORN CENTER

CANYON STUDY AREA BOUNDARY

PROJECT BENEFITS

- 1 Protect Gallatin River
- 2 Protect drinking water
- 3 Facilitate higher density workforce housing while mitigating resource intensive urban sprawl

RECHARGE + REUSE

- "Purple Pipe" (aka non-potable re-use) network of **high quality effluent** from Big Sky's new Water Resource Recovery Facility (WRRF) *

WASTEWATER COLLECTION SYSTEM

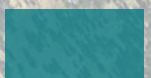
- Existing Canyon Study Area onsite wastewater systems contribute **approximately 5800 lbs of nitrogen** to the Gallatin River annually.
 - Central collection **reduces human health risks** and nutrient loading to the Gallatin River by retiring old septic systems.



PROPOSED LIFT STATIONS



PROPOSED SEWER SERVICE AREA



CURRENT GCWSD



AREAS BEING EVALUATED FOR GROUNDWATER DISCHARGE OF TREATED EFFLUENT

QUARRY PUD & WORKFORCE HOUSING

GALLATIN RIVER

LAZY J UTILITY ASSOCIATION

BUCK'S T-4

RAMSHORN SUBDIVISION

191

OPHIR SCHOOL

CANYON STUDY AREA BOUNDARY



Big Sky Resort Area District
Sarah Blechta, Chairperson

January 2, 2024

Dear Sarah,

As you know, one of the primary goals of Good Deeds is to facilitate home purchases by locals. While there have been some good opportunities in the past few months in a price range that's attainable, we've missed several because cash buyers are still getting there first. We had two applicants in November who were poised to make an offer on condos priced under \$450k, but in the 48 hours between listing and the applicants lining up financing, we lost both units to cash buyers.

If the Housing Trust could have appeared as the cash buyer and secured the units immediately upon them being listed, we could have given the local applicants enough time to assemble and then close the transaction. The local work force is providing the buyers, and between Good Deeds and the slightly soft market we are, for the moment, providing a workable property value. The other leg of our 3-legged stool that's missing is time.

A lot of communities like ours utilize a "buy-down" program. We propose activating Good Deeds funding to purchase properties in the target price range, then (with all deliberate speed) selling them deed-restricted to income-qualified buyers. The net proceeds from the sale would be returned to the program. The end result would be exactly the same as if we had purchased the deed restriction through the Good Deeds program just as we have been, but this would put us in control of the timing.

I'm attaching a couple of hypothetical scenarios that show how that could have gamed out financially under this program, using the two listings we lost out on as examples.

I am assuming that the current contract enabling FY24 Good Deeds funding would not accommodate this use of funds, so I am appearing at the Jan 10 BSRAD meeting to discuss a potential contract amendment. No additional funding is being requested, only a modification to the permitted use of funds.

Kind Regards,

A handwritten signature in black ink that reads "David O'Connor". The signature is fluid and cursive.

David O'Connor
Executive Director

Big Sky Community Housing Trust • PO Box 160164 • Big Sky, MT 59716 • 406.995.3696
www.bigskyhousingtrust.com • info@bigskyhousingtrust.com

Scenario One

Hill Condo #1245, Appreciation-Capped

Purchase Price	\$ 444,000.00	<i>Drawn from Good Deeds Funding Pool</i>
30.0% Deed Restriction Purchase	\$ 133,200.00	TOTAL GOOD DEEDS FUNDING:
5.0% Closing Costs	\$ 22,200.00	\$155,400.00
Deed-Restricted Value	\$ 333,000.00	<i>Returned to Good Deeds Funding Pool</i>
2.0% Resale Closing Costs	\$ 6,660.00	
0.0% Down Payment Assistance	\$ -	
20.0% Buyer Down Payment	\$ 88,800.00	
Loan Amount	\$ 250,860.00	
Interest Rate	7.00%	
Loan Term (Years)	30	
Household Size	1	
Monthly Payment (P&I)	\$1,668.98	
Housing Cost Ratio	30%	
Household Income Required	\$66,759.11	
Household AMI	100%	
<p><i>BSCHT purchases the 444 sqft studio condominium for \$444k, plus 5% closing costs. In exchange for a 30% deed restriction purchase a 3% appreciation cap, with provisions for capital improvements, is applied. Eventual buyer is a single individual. Mortgager requires 20% down payment from buyer, but closing costs on resale are reduced by BSCHT being the agent. The purchase is affordable at 100% AMI, though buyer must appear with \$95,460 at closing. Total cost to the Good Deeds program is \$155,400.</i></p>		

Scenario Two

Hill Condo #1214, Market Rate

Purchase Price	\$ 435,000.00	<i>Drawn from Good Deeds Funding Pool</i>
16.0% Deed Restriction Purchase	\$ 69,600.00	TOTAL GOOD DEEDS FUNDING:
5.0% Closing Costs	\$ 21,750.00	\$91,350.00
Deed-Restricted Value	\$ 387,150.00	<i>Returned to Good Deeds Funding Pool</i>
2.0% Resale Closing Costs	\$ 7,743.00	
0.0% Down Payment Assistance	\$ -	
10.0% Buyer Down Payment	\$ 43,500.00	
Loan Amount	\$ 351,393.00	
Interest Rate	7.00%	
Loan Term (Years)	30	
Household Size	2	
Monthly Payment (P&I)	\$2,337.83	
Housing Cost Ratio	30%	
Household Income Required	\$93,513.06	
Household AMI	120%	
<p><i>BSCHT purchases the 444 sqft studio condominium for \$435k, plus 5% closing costs. No affordability provisions are applied, so a 16% Good Deeds purchase is used. Eventual buyer is a couple. Buyers access 10% down financing, and closing costs on resale are reduced by BSCHT being the agent. The purchase is affordable at 120% AMI, though buyer must appear with \$51,243 at closing. Total cost to the Good Deeds program is \$91,350.</i></p>		

The Coordinating Council of Big Sky (CCBS)

<u>CCBS Members</u>	<u>Strategies</u>
Brian Hurlbut -	Big Sky is an Arts and Culture Hub
Brad Niva -	Positive Climate Where Businesses Can Prosper
Sarah Gaither - Shannon Steele	Social Services Exist for a Thriving Workforce and Livable Community
Greg Megaard -	High Quality Public Safety
Dustin Shipman - Mariel Butan	A Quality Education for All Children
Kristin Gardner -	Our Natural Resources are Protected and Enhanced for Future Generations
Ron Edwards - Johnny O'Connor	Improve and Maintain Water and Sewer Infrastructure
Darren Brugmann -	Big Sky and Region Have World-Class Transportation Infrastructure and Services
Lizzie Peyton -	A Community-Based Solution to Develop Sustainability and Climate Neutrality
David O'Connor -	A Variety of Affordable Housing Options for All
Chris Darnell -	Healthy Populations with Access to High-Quality Healthcare Services
Whitney Montgomery -	A Connected Community Through Trails, Parks, & Open Spaces; World Class Year-Round Recreational Opportunities for Big Sky

The Purpose of the CCBS is to:

1. Steward the Our Big Sky Vision Plan (OBSV)
 - a. Collect and Distribute Data that Informs the OBSV
 - b. Update Plan Regularly and Communicate the OBSV with the Big Sky Community
2. Convene the Community to Gather Their Input to Inform the OBSV Plan (cadence to be determined)
3. Inform Funders and Business Leaders of Suggested Priorities

RESOLUTION NO. 2024-01R

A RESOLUTION OF BIG SKY RESORT AREA DISTRICT CALLING FOR ELECTION OF DIRECTORS TO BE CONDUCTED BY MAIL BALLOT

WHEREAS, the electorate of the Big Sky Resort Area District in each Gallatin County, Montana and Madison County, Montana, originally approved a resort area district which became effective on April 7, 1998, and was subsequently extended until June 1, 2032; and

WHEREAS, the District is managed by an elected Board of Directors with staggered terms of service; and

WHEREAS, the terms of three of the District's Board of Directors will expire in 2024; and

WHEREAS, pursuant to Mont. Code Ann. §13-19-201, the District's Board of Directors may conduct an election to fill the three expiring Director terms; and

WHEREAS, pursuant to Mont. Code Ann. §13-1-504(1) and the District's Bylaws, an election for the three expiring Director terms must be conducted on May 7, 2024; and

WHEREAS, pursuant to Mont. Code Ann. §13-1-504(5), the District's Board of Directors desires for the election to conducted may mail ballot.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BIG SKY RESORT AREA DISTRICT AS FOLLOWS:

The Big Sky Resort Area District resolves that an election for three Board of Director positions shall be conducted; that the election shall be held on May 7, 2024; that the election shall be conducted by mail ballot; and that the places of deposit for the mail ballot election shall be as follows:

Gallatin County Election Office: 311 West Main Street, Room 210, Bozeman MT
Big Sky Water & Sewer District Office: 561 Little Coyote Road, Big Sky MT

PASSED BY THE BOARD OF DIRECTORS OF THE DISTRICT ON THE ___ DAY OF JANUARY, 2024, BY A VOTE OF ___ IN FAVOR and ___ OPPOSED.

ATTEST:

Chair, Board of Directors

Secretary, Board of Directors

PRELIMINARY



- LANDSCAPE
- PAVEMENT
- MEDIAN
- TRUCK APRON

NOTES:
 1. PROPERTY LINES DEVELOPED FROM MONTANA CADASTRAL, AND ARE APPROXIMATE
 2. CONSTRUCTION LIMITS, INCLUDING GRADING, ARE NOT SHOWN. POTENTIAL IMPACTS FROM GRADING WILL EXTEND BEYOND LIMITS SHOWN.

SHEET NO.
1

OVERVIEW EXHIBIT

PROJECT NAME
US-191 - MT64 OPTIMIZATION PLAN

COUNTY
GALLATIN COUNTY

PROJECT ID
10362401

UPN
####

CHECKED BY	REVIEWED BY	DESIGNED BY

MONTANA
 Department of Transportation

####

ROUNDABOUT WITH BYPASS CONVERSION FROM SS.DWG

11/3/2023 2:34 PM

BSCO requests the following contract amendments:

Trail Projects and Safety – We would like to reallocate \$40,000 from this project and put it to the Community Park Implementation Phase 1 project. With the purchase of our new equipment, we were able to self perform the trail construction of the 191/64 connector trail resulting in overall project savings.

Parks and Trails Equipment – We would like to reallocate the remaining \$6,375 from this project to the Community Park Implementation Phase 1 project. We came in under budget on these capital purchases.

AGREEMENT FOR RECEIPT OF RESORT TAX FUNDS

FISCAL YEAR 2024

THIS AGREEMENT for the receipt of resort tax funds ("Agreement") is entered into by and between the Big Sky Resort Area District ("District") and Big Sky Community Organization ("Contractor").

RECITALS

1. The District was created effective April 7th, 1998 pursuant to Mont. Code Ann. §§ 7-6-1531 through 1550 and the current members of the Board of Directors ("Board") have been duly elected to serve on behalf of the District.
2. Pursuant to Section 19 of District Ordinance 98-01, as amended, ("Ordinance"), the District is required to award the revenue derived from the imposition of the resort tax in the District for "infrastructure facilities (as that term is commonly defined) in the District; public services, including but not limited to the establishment and maintenance of an adequately-sized post office; ambulance and other emergency medical services; public transportation systems; snow plowing; tourism development for the District; and other services that provide for the public health, safety, and welfare within the District; and reimbursement or payment to the resort area district of the costs associated with the collection, administration, and litigation of the resort tax."
3. The District conducted public hearings on June 5, June 6 and June 8, 2023 on all applications for receipt of resort tax revenue for the District's fiscal year 2024 funding cycle (July 1, 2023 – June 30, 2024).
4. Contractor submitted an application for receipt of resort tax funds ("Application") to the District in the amount of \$150,000.00 for Trail Projects and Safety described as *To purchase new trail signage aiding visitors with navigation, install safety measures to protect visitors on the Ousel Falls trail, and provide funding to build a trail from the 191/64 intersection to the pedestrian bridge leading to the Big Sky Community Food Bank.* (the "Services").
5. The Contractor also submitted additional information related to the Services in response to written Q & A from the District and answered all questions posed to it by the District during the public hearings ("Supplemental Information").
6. Following discussion at the duly noticed and held public meetings, the District determined that Contractor's Application to provide the Services as described in its Application, the Supplemental Information, and in this Agreement meets the requirements of Section 19 of Ordinance

#98-01 as amended, and Title 7, Chapter 6, Part 15, MCA, and approved funding in the amount of \$150,000.00 (the "Award") for the Contractor's Services pursuant to the terms and conditions set forth in this Agreement.

7. Those portions of the Application and the Supplemental Information which related to the Services constituting the Award are incorporated hereby by this reference as if fully set forth in this Agreement as an integral part of the description of the Services.

NOW THEREFORE, for good and valuable consideration, the form, receipt and sufficiency of which is hereby acknowledged by the Parties, the District and Contractor agree as follows:

AGREEMENT

1. **RECITALS.** The Recitals to this Agreement are incorporated herein by this reference as if fully set forth in this Agreement.

2. **TERM.** This Agreement shall commence on July 1, 2023 and shall terminate on July 15, 2024.

3. **SCOPE OF SERVICES; CONTINGENCIES.**

A. **Scope of Services.** Contractor shall fully perform all Services, and take all actions described in the Application, which Application is incorporated into this Agreement by this reference and is on file at the District's office. In addition, Contractor shall fully comply with the terms and conditions set forth in this Agreement.

B. **Contingencies.** No special Contingencies or requirements were imposed by the Board.

4. **CONTRACTOR EXPENDITURE REQUIREMENTS; AMENDMENTS.** Contractor shall expend the Award solely for the Services as specifically described in its Application and as approved and/or limited by the District in this Agreement. Should Contractor desire an amendment to this Agreement, or to change the Services or the use of the Award, such amendment must first be approved by the District in writing.

5. **SUBMISSION OF PAYMENT REQUESTS BY CONTRACTOR.**

A. **Execution of Agreement as Condition Precedent to Payment.** This Agreement must be fully executed and returned to the District before Contractor may submit any payment request for the Award and no payment request may be submitted to the District prior to July 15, 2023.

B. **Award Orientation.** If Contractor's Designated Representative, as identified in Section 5(C), has not completed an Award Orientation with the District for a prior award, such

Designated Representative must complete an Award Orientation before Contractor may submit payment request for this Award.

C. *Contractor's Designated Representative.* All payment requests must be submitted by Contractor's Designated Representative identified as Ashley Wilson.

D. *Documentation to Support Payment Requests.* Payment of the Award shall be made to Contractor only upon receipt of documentation deemed appropriate by the District in its sole discretion. All payment requests and follow up forms shall be submitted using the online portal established by the District, using forms provided by the District. Contractor shall attach to the payment request proper documentation showing the Services have been performed and/or the materials have been received, including without limitation all invoices for Services received, payroll records for all payroll costs, documentation of compliance with applicable federal, state and county laws, regulations, and ordinances, and any other documentation related to the Services or projects as requested by the District. If the payment request is for Services which have not yet been performed or materials which have not yet been received, the District reserves the right, in its sole discretion, to delay payment until performance or receipt, or to permit payment but to require Contractor to submit proof of performance or receipt within five (5) days following actual performance or receipt; should Contractor fail to timely provide such proof of performance or receipt, Contractor shall be in default of this Agreement. Documentation submitted by Contractor must clearly show the dollar amounts, and all documentation must be submitted in the order in which the expense appears on the itemized expense list form required by the District. No payment requests for alcohol or tobacco shall be considered to fall within the Scope of Services described in Section 3 of this Agreement. The District, in its sole discretion, may determine whether or not the payment request submitted is for items or services within the scope of Services described by Section 3 of this Agreement. Payment requests for items or services not within the scope of Services described in Section 3 of this Agreement, as determined by the District, will not be paid or reimbursed.

E. *Timing of Award Payments.* All payment requests must be timely submitted to the District not later than sixty (60) days following the date on which the Services were performed by Contractor, the materials were received by the Contractor, or the Contractor was itself invoiced for services or materials for the project. Payments shall be made only for services actually rendered and/or materials actually supplied during the payment period; no payments shall be made for services to be rendered in future time periods within the Term. The District shall process payment

requests on the 1st and 15th day of each month (each a "Processing Date"). Should contractor's payment request not be received by the Processing Date, the District shall hold the payment request until the next Processing Date. The District shall not be obligated to fund any payment request that is not timely submitted by the Contractor.

F. *Retainage Amounts.* The District reserves the right, in its sole discretion, to retain up to 15% of each approved Award payment to assure Contractor's continued provision of the balance of the Services and compliance with this Agreement. Payment of any retained amounts will be made when the District, in its sole discretion, has determined the Services have been completed in their entirety.

G. *Final Payment Requests.* All final requests for payment at the end of the Term must be submitted to the District no later July 15, 2024, for Services received on or before June 30, 2024, for processing on the next Processing Date. The District shall not be obligated to fund any final payment request that is not timely submitted by the Contractor or for any Services incurred after June 30, 2024.

H. *Form of Payment.* The District prefers to make all payments of the award to Contractor through an ACH payment system. Should Contractor instead desire payment from the District by check, Contractor authorizes the District to issue checks payable to Contractor's Designated Representative at Contractor's address listed in this Agreement. Should Contractor's address change during the term of this Agreement, it shall be Contractor's sole responsibility to promptly notify the District of such change in writing.

6. **NONCOMPLIANCE.** If resort tax funds are paid to Contractor under this Agreement and Contractor is unable to provide the Services as specified in Section 3, Contractor shall notify the District immediately. If Contractor is unable to provide the Services specified in Section 3, Contractor shall immediately return any and all portions of the Award previously paid to the Contractor, unless good cause is shown by the Contractor and the District expressly agrees in writing to waive the return of such previously paid Award amounts.

7. **RETURN OF FUNDS-UNSPENT FUNDS.** If for any reason, resort tax funds awarded to Contractor have not been spent by Contractor prior to the date specified in Section 5(H) of this Agreement, the unspent Award shall not be disbursed to Contractor, but shall be retained by the District and reallocated for other purposes in the sole discretion of the District. The District shall not be obligated to re-award unspent funds from the prior year.

8. **RECORDS.** Contractor shall maintain accounts, records and other evidence pertaining to the funds expended under this Agreement during the term of this Agreement and for a period of five (5) years following the expiration of this Agreement. The system of accounting employed by the Contractor shall be in accordance with generally accepted accounting principles or another comprehensive basis of accounting and will be applied in a consistent manner so that the expenditures under this Agreement can be clearly identified from all other expenditures. Upon reasonable notice, Contractor agrees to provide the District or its designated agent with access to the accounts and records relating to the services provided and payments made under this Agreement and to subject its use of the Award for the Services to audit by the District's auditors upon the District's written request.

9. **LIABILITY.** Contractor shall hold the District, Board and all its agents and employees harmless and indemnify for any acts, errors, or omissions arising from the services provided or project performed by the Contractor which could result in any claims by the Contractor, its employees or by a third party. The Contractor shall assure the provision of the comprehensive general liability insurance that includes coverage of bodily injury, property damage, and attorney's fees incurred at all trial and appellate levels, and automobile liability, with a limit of not less than \$1,000,000.00 per occurrence. Contractor must provide proof of insurance for itself and its subcontractors to the District prior to any payments being made to Contractor under this Agreement.

10. **STATUTORY PROVISIONS.** Contractor shall comply with all applicable state, federal and local laws, and regulations.

11. **DEFAULT AND TERMINATION.**

A. *Right to Cure.* In the event Contractor fails to comply with any provision of this Agreement, the Contractor shall have the right to cure such a breach within ten (10) days from receipt of written notice of the default or breach provided by the District to the Contractor.

B. *Right to Terminate for Failure to Cure.* In the event the Contractor fails to timely cure any breach of this Agreement as set forth in paragraph A of this Section, the District may terminate the Agreement immediately without any further opportunity of the Contractor to cure or remedy the breach.

C. *Right to Return of Funds.* Upon termination of the Agreement by the District for failure of the Contractor to perform provisions of the Agreement as described in paragraphs A and B of this Section, the District may require that all resort tax funds plus 6% annual interest from the date of receipt of the funds shall be immediately returned to the District.

D. *Right to Terminate Without Cause.* Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party, provided that, if the Contractor is seeking to terminate the Agreement, Contractor must return to the District all resort tax funds previously paid under this Agreement, unless the District expressly agrees in writing that return of the funds is waived for good cause shown.

12. **ASSIGNMENT.** Contractor may not assign or subcontract any portion of this Agreement without the prior written approval of the District.

13. **INDEPENDENT CONTRACTOR STATUS.** Contractor is an independent provider or contractor. Neither the Contractor nor any of its employees are employees of the District under this Agreement nor will they be considered employees of the District under any subsequent amendment to this Agreement, unless otherwise expressed. The District is not responsible for the withholding of any state or federal taxes, or social security or other benefit contributions, nor will the District extend to the Contractor any of the benefits that it extends to employees of the District. Contractor is responsible for maintaining necessary workers' compensation coverage for its employees.

14. **OWNERSHIP OF PROPERTY.** Unless otherwise specified in this Agreement, any property purchased by the Contractor with resort tax funds in order to provide the Services under this Agreement is owned by the Contractor.

15. **INTERPRETATION.**

A. *Choice of Law.* This Agreement shall be governed and interpreted according to the laws of the State of Montana.

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

16. **ENTIRE AGREEMENT.** This Agreement, and all documents incorporated herein by reference including without limitation the Application and the Supplemental Information, constitutes the entire agreement between the parties. No alterations, modifications, or additions to this Agreement shall be binding upon the parties unless reduced to writing and signed by the parties.

17. **NOTICES.** Any notices, demands, or other communication required by this Agreement to be in writing shall be delivered (i) in person, against receipt, (ii) by certified mail, postage prepaid, return receipt requested, (iii) by U.S. Express Mail or a commercial overnight courier that guarantees delivery within the next two business days, or (iv) by email if the original notice is also served by one of the processes described in (i), (ii) or (iii) above. Such notices shall be addressed as follows:

To the District: Daniel Bierschwale
Executive Director
Big Sky Resort Area District
11 Lone Peak Drive, Suite 204
P.O. Box 160661
Big Sky, MT 59716

To the Contractor: Whitney Montgomery
CEO
Big Sky Community Organization
PO Box 161404
32 Town Center Ave, B1
Big Sky, MT 59716

All notices complying with this Section shall be effective only upon delivery.

18. **AVAILABILITY OF FUNDS.** The District and Contractor agree that if, for any reason, revenues received from the collection of the resort tax are insufficient to pay the Award, the District may unilaterally adjust the Award based on actual availability of cash and revenue and without liability or remedy to Contractor.

19. **PUBLIC ACKNOWLEDGEMENT OF RECEIPT OF DISTRICT FUNDING.** Contractor shall provide prominent public acknowledgment that the District has funded the Services and/or project(s) described in Contractor's Application. Each project is uniquely different and may require direct coordination with the District to ensure compliance. Acknowledgment applies to, but is not limited to, printed materials, online materials, press, billboards, plaques, online ads, website recognition, and public events. Contractor should receive approval from the District prior to public acknowledgment. Contractor further agrees to provide photos or printouts of Contractor's Services or projects for use by the District in promotional or other materials. During Award Orientation, Contractor will work with the District to form a recognition plan.

20. **PROJECT IMPACT REPORTS AND MEETINGS.** Contractor shall submit a minimum of one project impact report during the Term at the request of the District's staff and will cooperate with and respond to all requests by the District's Staff or Board Chair for information related to the Project during the Term. Contractor shall also attend any project meetings with the District which may be requested

by the District's staff or Board Chair to detail the progress it has achieved in providing the Services funded by the District. Dates of the Impact Meeting will be determined by the District.

BIG SKY RESORT AREA DISTRICT:


Daniel Bierschwale (Jun 29, 2023 15:25 MDT)

Name: Daniel Bierschwale

Title: Executive Director

Date: 6/29/23

CONTRACTOR:


Whitney H Montgomery (Jul 10, 2023 10:11 MDT)

Name: Whitney Montgomery

Title: CEO

Date: 7/10/23










FY24 Contract_BSCO_Safety

Final Audit Report

2023-07-10

Created:	2023-06-29
By:	Jenny Muscat (jenny@resorttax.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvN-CPh_YxTx9tYtVbweZ3hbFtGlmRUN9

"FY24 Contract_BSCO_Safety" History

-  Document created by Jenny Muscat (jenny@resorttax.org)
2023-06-29 - 8:50:26 PM GMT- IP address: 76.75.11.75
-  Document emailed to Daniel Bierschwale (daniel@resorttax.org) for signature
2023-06-29 - 8:51:01 PM GMT
-  Email viewed by Daniel Bierschwale (daniel@resorttax.org)
2023-06-29 - 9:23:20 PM GMT- IP address: 174.234.7.9
-  Document e-signed by Daniel Bierschwale (daniel@resorttax.org)
Signature Date: 2023-06-29 - 9:25:05 PM GMT - Time Source: server- IP address: 174.234.7.9
-  Document emailed to whitney@bscomt.org for signature
2023-06-29 - 9:25:06 PM GMT
-  Email viewed by whitney@bscomt.org
2023-07-10 - 4:11:26 PM GMT- IP address: 104.47.51.126
-  Signer whitney@bscomt.org entered name at signing as Whitney H Montgomery
2023-07-10 - 4:11:51 PM GMT- IP address: 216.146.102.2
-  Document e-signed by Whitney H Montgomery (whitney@bscomt.org)
Signature Date: 2023-07-10 - 4:11:53 PM GMT - Time Source: server- IP address: 216.146.102.2
-  Agreement completed.
2023-07-10 - 4:11:53 PM GMT

AGREEMENT FOR RECEIPT OF RESORT TAX FUNDS
FISCAL YEAR 2024

THIS AGREEMENT for the receipt of resort tax funds (“Agreement”) is entered into by and between the Big Sky Resort Area District (“District”) and Big Sky Community Organization (“Contractor”).

RECITALS

1. The District was created effective April 7th, 1998 pursuant to Mont. Code Ann. §§ 7-6-1531 through 1550 and the current members of the Board of Directors (“Board”) have been duly elected to serve on behalf of the District.

2. Pursuant to Section 19 of District Ordinance 98-01, as amended, (“Ordinance”), the District is required to award the revenue derived from the imposition of the resort tax in the District for “infrastructure facilities (as that term is commonly defined) in the District; public services, including but not limited to the establishment and maintenance of an adequately-sized post office; ambulance and other emergency medical services; public transportation systems; snow plowing; tourism development for the District; and other services that provide for the public health, safety, and welfare within the District; and reimbursement or payment to the resort area district of the costs associated with the collection, administration, and litigation of the resort tax.”

3. The District conducted public hearings on June 5, June 6 and June 8, 2023 on all applications for receipt of resort tax revenue for the District’s fiscal year 2024 funding cycle (July 1, 2023 – June 30, 2024).

4. Contractor submitted an application for receipt of resort tax funds (“Application”) to the District in the amount of \$115,000.00 for Parks and Trails Equipment described as *Purchase a smaller Toolcat to remove snow on Lone Peak Trail for better access to the Social Impact Hub & Powderlight workforce housing, a new vehicle for parks and trails maintenance, and an aerator for sport field maintenance.* (the “Services”).

5. The Contractor also submitted additional information related to the Services in response to written Q & A from the District and answered all questions posed to it by the District during the public hearings (“Supplemental Information”).

6. Following discussion at the duly noticed and held public meetings, the District determined that Contractor’s Application to provide the Services as described in its Application, the

Supplemental Information, and in this Agreement meets the requirements of Section 19 of Ordinance #98-01 as amended, and Title 7, Chapter 6, Part 15, MCA, and approved funding in the amount of \$115,000.00 (the "Award") for the Contractor's Services pursuant to the terms and conditions set forth in this Agreement.

7. Those portions of the Application and the Supplemental Information which related to the Services constituting the Award are incorporated hereby by this reference as if fully set forth in this Agreement as an integral part of the description of the Services.

NOW THEREFORE, for good and valuable consideration, the form, receipt and sufficiency of which is hereby acknowledged by the Parties, the District and Contractor agree as follows:

AGREEMENT

1. **RECITALS.** The Recitals to this Agreement are incorporated herein by this reference as if fully set forth in this Agreement.

2. **TERM.** This Agreement shall commence on July 1, 2023 and shall terminate on July 15, 2024.

3. **SCOPE OF SERVICES; CONTINGENCIES.**

A. **Scope of Services.** Contractor shall fully perform all Services, and take all actions described in the Application, which Application is incorporated into this Agreement by this reference and is on file at the District's office. In addition, Contractor shall fully comply with the terms and conditions set forth in this Agreement.

B. **Contingencies.** No special Contingencies or requirements were imposed by the Board.

4. **CONTRACTOR EXPENDITURE REQUIREMENTS; AMENDMENTS.** Contractor shall expend the Award solely for the Services as specifically described in its Application and as approved and/or limited by the District in this Agreement. Should Contractor desire an amendment to this Agreement, or to change the Services or the use of the Award, such amendment must first be approved by the District in writing.

5. **SUBMISSION OF PAYMENT REQUESTS BY CONTRACTOR.**

A. **Execution of Agreement as Condition Precedent to Payment.** This Agreement must be fully executed and returned to the District before Contractor may submit any payment request for the Award and no payment request may be submitted to the District prior to July 15, 2023.

B. **Award Orientation.** If Contractor's Designated Representative, as identified in Section 5(C), has not completed an Award Orientation with the District for a prior award, such

Designated Representative must complete an Award Orientation before Contractor may submit payment request for this Award.

C. *Contractor's Designated Representative.* All payment requests must be submitted by Contractor's Designated Representative identified as Ashley Wilson.

D. *Documentation to Support Payment Requests.* Payment of the Award shall be made to Contractor only upon receipt of documentation deemed appropriate by the District in its sole discretion. All payment requests and follow up forms shall be submitted using the online portal established by the District, using forms provided by the District. Contractor shall attach to the payment request proper documentation showing the Services have been performed and/or the materials have been received, including without limitation all invoices for Services received, payroll records for all payroll costs, documentation of compliance with applicable federal, state and county laws, regulations, and ordinances, and any other documentation related to the Services or projects as requested by the District. If the payment request is for Services which have not yet been performed or materials which have not yet been received, the District reserves the right, in its sole discretion, to delay payment until performance or receipt, or to permit payment but to require Contractor to submit proof of performance or receipt within five (5) days following actual performance or receipt; should Contractor fail to timely provide such proof of performance or receipt, Contractor shall be in default of this Agreement. Documentation submitted by Contractor must clearly show the dollar amounts, and all documentation must be submitted in the order in which the expense appears on the itemized expense list form required by the District. No payment requests for alcohol or tobacco shall be considered to fall within the Scope of Services described in Section 3 of this Agreement. The District, in its sole discretion, may determine whether or not the payment request submitted is for items or services within the scope of Services described by Section 3 of this Agreement. Payment requests for items or services not within the scope of Services described in Section 3 of this Agreement, as determined by the District, will not be paid or reimbursed.

E. *Timing of Award Payments.* All payment requests must be timely submitted to the District not later than sixty (60) days following the date on which the Services were performed by Contractor, the materials were received by the Contractor, or the Contractor was itself invoiced for services or materials for the project. Payments shall be made only for services actually rendered and/or materials actually supplied during the payment period; no payments shall be made for services to be rendered in future time periods within the Term. The District shall process payment

requests on the 1st and 15th day of each month (each a "Processing Date"). Should contractor's payment request not be received by the Processing Date, the District shall hold the payment request until the next Processing Date. The District shall not be obligated to fund any payment request that is not timely submitted by the Contractor.

F. *Retainage Amounts.* The District reserves the right, in its sole discretion, to retain up to 15% of each approved Award payment to assure Contractor's continued provision of the balance of the Services and compliance with this Agreement. Payment of any retained amounts will be made when the District, in its sole discretion, has determined the Services have been completed in their entirety.

G. *Final Payment Requests.* All final requests for payment at the end of the Term must be submitted to the District no later July 15, 2024, for Services received on or before June 30, 2024, for processing on the next Processing Date. The District shall not be obligated to fund any final payment request that is not timely submitted by the Contractor or for any Services incurred after June 30, 2024.

H. *Form of Payment.* The District prefers to make all payments of the award to Contractor through an ACH payment system. Should Contractor instead desire payment from the District by check, Contractor authorizes the District to issue checks payable to Contractor's Designated Representative at Contractor's address listed in this Agreement. Should Contractor's address change during the term of this Agreement, it shall be Contractor's sole responsibility to promptly notify the District of such change in writing.

6. **NONCOMPLIANCE.** If resort tax funds are paid to Contractor under this Agreement and Contractor is unable to provide the Services as specified in Section 3, Contractor shall notify the District immediately. If Contractor is unable to provide the Services specified in Section 3, Contractor shall immediately return any and all portions of the Award previously paid to the Contractor, unless good cause is shown by the Contractor and the District expressly agrees in writing to waive the return of such previously paid Award amounts.

7. **RETURN OF FUNDS-UNSPENT FUNDS.** If for any reason, resort tax funds awarded to Contractor have not been spent by Contractor prior to the date specified in Section 5(H) of this Agreement, the unspent Award shall not be disbursed to Contractor, but shall be retained by the District and reallocated for other purposes in the sole discretion of the District. The District shall not be obligated to re-award unspent funds from the prior year.

8. **RECORDS.** Contractor shall maintain accounts, records and other evidence pertaining to the funds expended under this Agreement during the term of this Agreement and for a period of five (5) years following the expiration of this Agreement. The system of accounting employed by the Contractor shall be in accordance with generally accepted accounting principles or other comprehensive basis of accounting and will be applied in a consistent manner so that the expenditures under this Agreement can be clearly identified from all other expenditures. Upon reasonable notice, Contractor agrees to provide the District or its designated agent with access to the accounts and records relating to the services provided and payments made under this Agreement and to subject its use of the Award for the Services to audit by the District's auditors upon the District's written request.

9. **LIABILITY.** Contractor shall hold the District, Board and all its agents and employees harmless and indemnify for any acts, errors, or omissions arising from the services provided or project performed by the Contractor which could result in any claims by the Contractor, its employees or by a third party. The Contractor shall assure the provision of the comprehensive general liability insurance that includes coverage of bodily injury, property damage, and attorney's fees incurred at all trial and appellate levels, and automobile liability, with a limit of not less than \$1,000,000.00 per occurrence. Contractor must provide proof of insurance for itself and its subcontractors to the District prior to any payments being made to Contractor under this Agreement.

10. **STATUTORY PROVISIONS.** Contractor shall comply with all applicable state, federal and local laws, and regulations.

11. **DEFAULT AND TERMINATION.**

A. *Right to Cure.* In the event Contractor fails to comply with any provision of this Agreement, the Contractor shall have the right to cure such a breach within ten (10) days from receipt of written notice of the default or breach provided by the District to the Contractor.

B. *Right to Terminate for Failure to Cure.* In the event the Contractor fails to timely cure any breach of this Agreement as set forth in paragraph A of this Section, the District may terminate the Agreement immediately without any further opportunity of the Contractor to cure or remedy the breach.

C. *Right to Return of Funds.* Upon termination of the Agreement by the District for failure of the Contractor to perform provisions of the Agreement as described in paragraphs A and B of this Section, the District may require that all resort tax funds plus 6% annual interest from the date of receipt of the funds shall be immediately returned to the District.

D. *Right to Terminate Without Cause.* Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party, provided that, if the Contractor is seeking to terminate the Agreement, Contractor must return to the District all resort tax funds previously paid under this Agreement, unless the District expressly agrees in writing that return of the funds is waived for good cause shown.

12. **ASSIGNMENT.** Contractor may not assign or subcontract any portion of this Agreement without the prior written approval of the District.

13. **INDEPENDENT CONTRACTOR STATUS.** Contractor is an independent provider or contractor. Neither the Contractor nor any of its employees are employees of the District under this Agreement nor will they be considered employees of the District under any subsequent amendment to this Agreement, unless otherwise expressed. The District is not responsible for the withholding of any state or federal taxes, or social security or other benefit contributions, nor will the District extend to the Contractor any of the benefits that it extends to employees of the District. Contractor is responsible for maintaining necessary workers' compensation coverage for its employees.

14. **OWNERSHIP OF PROPERTY.** Unless otherwise specified in this Agreement, any property purchased by the Contractor with resort tax funds in order to provide the Services under this Agreement is owned by the Contractor.

15. **INTERPRETATION.**

A. *Choice of Law.* This Agreement shall be governed and interpreted according to the laws of the State of Montana.

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

16. **ENTIRE AGREEMENT.** This Agreement, and all documents incorporated herein by reference including without limitation the Application and the Supplemental Information, constitutes the entire agreement between the parties. No alterations, modifications, or additions to this Agreement shall be binding upon the parties unless reduced to writing and signed by the parties.

17. **NOTICES.** Any notices, demands, or other communication required by this Agreement to be in writing shall be delivered (i) in person, against receipt, (ii) by certified mail, postage prepaid, return receipt requested, (iii) by U.S. Express Mail or a commercial overnight courier that guarantees delivery within the next two business days, or (iv) by email if the original notice is also served by one of the processes described in (i), (ii) or (iii) above. Such notices shall be addressed as follows:

To the District: Daniel Bierschwale
Executive Director
Big Sky Resort Area District
11 Lone Peak Drive, Suite 204
P.O. Box 160661
Big Sky, MT 59716

To the Contractor: Whitney Montgomery
CEO
Big Sky Community Organization
PO Box 161404
32 Town Center Ave, B1
Big Sky, MT 59716

All notices complying with this Section shall be effective only upon delivery.

18. **AVAILABILITY OF FUNDS.** The District and Contractor agree that if, for any reason, revenues received from the collection of the resort tax are insufficient to pay the Award, the District may unilaterally adjust the Award based on actual availability of cash and revenue and without liability or remedy to Contractor.

19. **PUBLIC ACKNOWLEDGEMENT OF RECEIPT OF DISTRICT FUNDING.** Contractor shall provide prominent public acknowledgement that the District has funded the Services and/or project(s) described in Contractor's Application. Each project is uniquely different and may require direct coordination with the District to ensure compliance. Acknowledgment applies to, but is not limited to, printed materials, online materials, press, billboards, plaques, online ads, website recognition, and public events. Contractor should receive approval from the District prior to public acknowledgment. Contractor further agrees to provide photos or printouts of Contractor's Services or projects for use by the District in promotional or other materials. During Award Orientation, Contractor will work with the District to form a recognition plan.

20. **PROJECT IMPACT REPORTS AND MEETINGS.** Contractor shall submit a minimum of one project impact report during the Term at the request of the District's staff and will cooperate with and respond to all requests by the District's Staff or Board Chair for information related to the Project during the Term. Contractor shall also attend any project meetings with the District which may be requested

by the District's staff or Board Chair to detail the progress it has achieved in providing the Services funded by the District. Dates of the Impact Meeting will be determined by the District.

BIG SKY RESORT AREA DISTRICT:


Daniel Bierschwale (Jun 29, 2023 15:22 MDT)

Name: Daniel Bierschwale

Title: Executive Director

Date: 6/29/23

CONTRACTOR:


Whitney H Montgomery (Jul 10, 2023 10:10 MDT)

Name: Whitney Montgomery

Title: CEO

Date: 7/10/23









FY24 Contract_BSCO_Equipment

Final Audit Report

2023-07-10

Created:	2023-06-29
By:	Jenny Muscat (jenny@resorttax.org)
Status:	Signed
Transaction ID:	CBJCHBCAABA6Ytb_a8nzmN_VGeQjsH4jpUavzosFLb

"FY24 Contract_BSCO_Equipment" History

-  Document created by Jenny Muscat (jenny@resorttax.org)
2023-06-29 - 8:45:59 PM GMT - IP address: 76.75.11.75
-  Document emailed to Daniel Bierschwale (daniel@resorttax.org) for signature
2023-06-29 - 8:47:03 PM GMT
-  Email viewed by Daniel Bierschwale (daniel@resorttax.org)
2023-06-29 - 9:21:50 PM GMT - IP address: 174.234.7.9
-  Document e-signed by Daniel Bierschwale (daniel@resorttax.org)
Signature Date: 2023-06-29 - 9:22:51 PM GMT - Time Source: server- IP address: 174.234.7.9
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2023-06-29 - 9:22:52 PM GMT
-  Email viewed by whitney@bscomt.org
2023-07-10 - 4:09:32 PM GMT - IP address: 104.47.57.126
-  Signer whitney@bscomt.org entered name at signing as Whitney H Montgomery
2023-07-10 - 4:10:15 PM GMT - IP address: 216.146.102.2
-  Document e-signed by Whitney H Montgomery (whitney@bscomt.org)
Signature Date: 2023-07-10 - 4:10:17 PM GMT - Time Source: server- IP address: 216.146.102.2
-  Agreement completed.
2023-07-10 - 4:10:17 PM GMT



AGREEMENT FOR RECEIPT OF RESORT TAX FUNDS FISCAL YEAR 2024

THIS AGREEMENT for the receipt of resort tax funds (“Agreement”) is entered into by and between the Big Sky Resort Area District (“District”) and Big Sky Community Organization (“Contractor”).

RECITALS

1. The District was created effective April 7th, 1998 pursuant to Mont. Code Ann. §§ 7-6-1531 through 1550 and the current members of the Board of Directors (“Board”) have been duly elected to serve on behalf of the District.

2. Pursuant to Section 19 of District Ordinance 98-01, as amended, (“Ordinance”), the District is required to award the revenue derived from the imposition of the resort tax in the District for “infrastructure facilities (as that term is commonly defined) in the District; public services, including but not limited to the establishment and maintenance of an adequately-sized post office; ambulance and other emergency medical services; public transportation systems; snow plowing; tourism development for the District; and other services that provide for the public health, safety, and welfare within the District; and reimbursement or payment to the resort area district of the costs associated with the collection, administration, and litigation of the resort tax.”

3. The District conducted public hearings on June 5, June 6 and June 8, 2023 on all applications for receipt of resort tax revenue for the District’s fiscal year 2024 funding cycle (July 1, 2023 – June 30, 2024).

4. Contractor submitted an application for receipt of resort tax funds (“Application”) to the District in the amount of \$718,000.00 for Big Sky Community Park Implementation Phase 1 described as *Improve the current elements in the park. Funding allows us to implement several features in the park redesign. Including:*

- *Move Camp Big Sky*
- *Purchase & install new playground*
- *Move volleyball court for expansion of skate park & pump track*
- *Relocate storm water detention for an expanded soccer field*

(the “Services”).

5. The Contractor also submitted additional information related to the Services in response to written Q & A from the District and answered all questions posed to it by the District during the public hearings (“Supplemental Information”).

6. Following discussion at the duly noticed and held public meetings, the District determined that Contractor's Application to provide the Services as described in its Application, the Supplemental Information, and in this Agreement meets the requirements of Section 19 of Ordinance #98-01 as amended, and Title 7, Chapter 6, Part 15, MCA, and approved funding in the amount of \$718,000.00 (the "Award") for the Contractor's Services pursuant to the terms and conditions set forth in this Agreement.

7. Those portions of the Application and the Supplemental Information which related to the Services constituting the Award are incorporated hereby by this reference as if fully set forth in this Agreement as an integral part of the description of the Services.

NOW THEREFORE, for good and valuable consideration, the form, receipt and sufficiency of which is hereby acknowledged by the Parties, the District and Contractor agree as follows:

AGREEMENT

1. **RECITALS.** The Recitals to this Agreement are incorporated herein by this reference as if fully set forth in this Agreement.

2. **TERM.** This Agreement shall commence on July 1, 2023 and shall terminate on July 15, 2024.

3. **SCOPE OF SERVICES; CONTINGENCIES.**

A. **Scope of Services.** Contractor shall fully perform all Services, and take all actions described in the Application, which Application is incorporated into this Agreement by this reference and is on file at the District's office. In addition, Contractor shall fully comply with the terms and conditions set forth in this Agreement.

B. **Contingencies.** As part of its performance of this Agreement, Contractor shall comply with the following Contingencies:

1. Prior to the payment of any portion of the Award to the Contractor, the Contractor shall first make a formal request to Big Sky Futbol Club for financial support for the Project because it is a direct beneficiary of the Project, and should Contractor receive any financial support from the Big Sky Futbol Club, such amount shall reduce the Award on a dollar-for-dollar basis.

4. **CONTRACTOR EXPENDITURE REQUIREMENTS; AMENDMENTS.** Contractor shall expend the Award solely for the Services as specifically described in its Application and as approved and/or limited by the District in this Agreement. Should Contractor desire an amendment to this Agreement, or to

change the Services or the use of the Award, such amendment must first be approved by the District in writing.

5. SUBMISSION OF PAYMENT REQUESTS BY CONTRACTOR.

A. *Execution of Agreement as Condition Precedent to Payment.* This Agreement must be fully executed and returned to the District before Contractor may submit any payment request for the Award and no payment request may be submitted to the District prior to July 15, 2023.

B. *Award Orientation.* If Contractor's Designated Representative, as identified in Section 5(C), has not completed an Award Orientation with the District for a prior award, such Designated Representative must complete an Award Orientation before Contractor may submit payment request for this Award.

C. *Contractor's Designated Representative.* All payment requests must be submitted by Contractor's Designated Representative identified as Ashley Wilson.

D. *Documentation to Support Payment Requests.* Payment of the Award shall be made to Contractor only upon receipt of documentation deemed appropriate by the District in its sole discretion. All payment requests and follow up forms shall be submitted using the online portal established by the District, using forms provided by the District. Contractor shall attach to the payment request proper documentation showing the Services have been performed and/or the materials have been received, including without limitation all invoices for Services received, payroll records for all payroll costs, documentation of compliance with applicable federal, state and county laws, regulations, and ordinances, and any other documentation related to the Services or projects as requested by the District. If the payment request is for Services which have not yet been performed or materials which have not yet been received, the District reserves the right, in its sole discretion, to delay payment until performance or receipt, or to permit payment but to require Contractor to submit proof of performance or receipt within five (5) days following actual performance or receipt; should Contractor fail to timely provide such proof of performance or receipt, Contractor shall be in default of this Agreement. Documentation submitted by Contractor must clearly show the dollar amounts, and all documentation must be submitted in the order in which the expense appears on the itemized expense list form required by the District. No payment requests for alcohol or tobacco shall be considered to fall within the Scope of Services described in Section 3 of this Agreement. The District, in its sole discretion, may determine whether or not the payment request submitted is for items or services within the scope of Services described by Section 3 of this Agreement. Payment requests for items or services not within the scope

of Services described in Section 3 of this Agreement, as determined by the District, will not be paid or reimbursed.

E. *Timing of Award Payments.* All payment requests must be timely submitted to the District not later than sixty (60) days following the date on which the Services were performed by Contractor, the materials were received by the Contractor, or the Contractor was itself invoiced for services or materials for the project. Payments shall be made only for services actually rendered and/or materials actually supplied during the payment period; no payments shall be made for services to be rendered in future time periods within the Term. The District shall process payment requests on the 1st and 15th day of each month (each a "Processing Date"). Should contractor's payment request not be received by the Processing Date, the District shall hold the payment request until the next Processing Date. The District shall not be obligated to fund any payment request that is not timely submitted by the Contractor.

F. *Retainage Amounts.* The District reserves the right, in its sole discretion, to retain up to 15% of each approved Award payment to assure Contractor's continued provision of the balance of the Services and compliance with this Agreement. Payment of any retained amounts will be made when the District, in its sole discretion, has determined the Services have been completed in their entirety.

G. *Final Payment Requests.* All final requests for payment at the end of the Term must be submitted to the District no later July 15, 2024, for Services received on or before June 30, 2024, for processing on the next Processing Date. The District shall not be obligated to fund any final payment request that is not timely submitted by the Contractor or for any Services incurred after June 30, 2024.

H. *Form of Payment.* The District prefers to make all payments of the award to Contractor through an ACH payment system. Should Contractor instead desire payment from the District by check, Contractor authorizes the District to issue checks payable to Contractor's Designated Representative at Contractor's address listed in this Agreement. Should Contractor's address change during the term of this Agreement, it shall be Contractor's sole responsibility to promptly notify the District of such change in writing.

6. **NONCOMPLIANCE.** If resort tax funds are paid to Contractor under this Agreement and Contractor is unable to provide the Services as specified in Section 3, Contractor shall notify the District immediately. If Contractor is unable to provide the Services specified in Section 3, Contractor shall immediately return any and all portions of the Award previously paid to the Contractor, unless good

cause is shown by the Contractor and the District expressly agrees in writing to waive the return of such previously paid Award amounts.

7. **RETURN OF FUNDS-UNSPENT FUNDS.** If for any reason, resort tax funds awarded to Contractor have not been spent by Contractor prior to the date specified in Section 5(H) of this Agreement, the unspent Award shall not be disbursed to Contractor, but shall be retained by the District and reallocated for other purposes in the sole discretion of the District. The District shall not be obligated to re-award unspent funds from the prior year.

8. **RECORDS.** Contractor shall maintain accounts, records and other evidence pertaining to the funds expended under this Agreement during the term of this Agreement and for a period of five (5) years following the expiration of this Agreement. The system of accounting employed by the Contractor shall be in accordance with generally accepted accounting principles or another comprehensive basis of accounting and will be applied in a consistent manner so that the expenditures under this Agreement can be clearly identified from all other expenditures. Upon reasonable notice, Contractor agrees to provide the District or its designated agent with access to the accounts and records relating to the services provided and payments made under this Agreement and to subject its use of the Award for the Services to audit by the District's auditors upon the District's written request.

9. **LIABILITY.** Contractor shall hold the District, Board and all its agents and employees harmless and indemnify for any acts, errors, or omissions arising from the services provided or project performed by the Contractor which could result in any claims by the Contractor, its employees or by a third party. The Contractor shall assure the provision of the comprehensive general liability insurance that includes coverage of bodily injury, property damage, and attorney's fees incurred at all trial and appellate levels, and automobile liability, with a limit of not less than \$1,000,000.00 per occurrence. Contractor must provide proof of insurance for itself and its subcontractors to the District prior to any payments being made to Contractor under this Agreement.

10. **STATUTORY PROVISIONS.** Contractor shall comply with all applicable state, federal and local laws, and regulations.

11. **DEFAULT AND TERMINATION.**

A. *Right to Cure.* In the event Contractor fails to comply with any provision of this Agreement, the Contractor shall have the right to cure such a breach within ten (10) days from receipt of written notice of the default or breach provided by the District to the Contractor.

B. *Right to Terminate for Failure to Cure.* In the event the Contractor fails to timely cure any breach of this Agreement as set forth in paragraph A of this Section, the District may

terminate the Agreement immediately without any further opportunity of the Contractor to cure or remedy the breach.

C. *Right to Return of Funds.* Upon termination of the Agreement by the District for failure of the Contractor to perform provisions of the Agreement as described in paragraphs A and B of this Section, the District may require that all resort tax funds plus 6% annual interest from the date of receipt of the funds shall be immediately returned to the District.

D. *Right to Terminate Without Cause.* Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party, provided that, if the Contractor is seeking to terminate the Agreement, Contractor must return to the District all resort tax funds previously paid under this Agreement, unless the District expressly agrees in writing that return of the funds is waived for good cause shown.

12. **ASSIGNMENT.** Contractor may not assign or subcontract any portion of this Agreement without the prior written approval of the District.

13. **INDEPENDENT CONTRACTOR STATUS.** Contractor is an independent provider or contractor. Neither the Contractor nor any of its employees are employees of the District under this Agreement nor will they be considered employees of the District under any subsequent amendment to this Agreement, unless otherwise expressed. The District is not responsible for the withholding of any state or federal taxes, or social security or other benefit contributions, nor will the District extend to the Contractor any of the benefits that it extends to employees of the District. Contractor is responsible for maintaining necessary workers' compensation coverage for its employees.

14. **OWNERSHIP OF PROPERTY.** Unless otherwise specified in this Agreement, any property purchased by the Contractor with resort tax funds in order to provide the Services under this Agreement is owned by the Contractor.

15. **INTERPRETATION.**

A. *Choice of Law.* This Agreement shall be governed and interpreted according to the laws of the State of Montana.

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

16. **ENTIRE AGREEMENT.** This Agreement, and all documents incorporated herein by reference including without limitation the Application and the Supplemental Information, constitutes the entire

agreement between the parties. No alterations, modifications, or additions to this Agreement shall be binding upon the parties unless reduced to writing and signed by the parties.

17. **NOTICES.** Any notices, demands, or other communication required by this Agreement to be in writing shall be delivered (i) in person, against receipt, (ii) by certified mail, postage prepaid, return receipt requested, (iii) by U.S. Express Mail or a commercial overnight courier that guarantees delivery within the next two business days, or (iv) by email if the original notice is also served by one of the processes described in (i), (ii) or (iii) above. Such notices shall be addressed as follows:

To the District: Daniel Bierschwale
Executive Director
Big Sky Resort Area District
11 Lone Peak Drive, Suite 204
P.O. Box 160661
Big Sky, MT 59716

To the Contractor: Whitney Montgomery
CEO
Organization Big Sky Community Organization
PO Box 161404
32 Town Center Ave, B1
Big Sky, MT 59716

All notices complying with this Section shall be effective only upon delivery.

18. **AVAILABILITY OF FUNDS.** The District and Contractor agree that if, for any reason, revenues received from the collection of the resort tax are insufficient to pay the Award, the District may unilaterally adjust the Award based on actual availability of cash and revenue and without liability or remedy to Contractor.

19. **PUBLIC ACKNOWLEDGEMENT OF RECEIPT OF DISTRICT FUNDING.** Contractor shall provide prominent public acknowledgment that the District has funded the Services and/or project(s) described in Contractor's Application. Each project is uniquely different and may require direct coordination with the District to ensure compliance. Acknowledgment applies to, but is not limited to, printed materials, online materials, press, billboards, plaques, online ads, website recognition, and public events. Contractor should receive approval from the District prior to public acknowledgment. Contractor further

agrees to provide photos or printouts of Contractor's Services or projects for use by the District in promotional or other materials. During Award Orientation, Contractor will work with the District to form a recognition plan.

20. **PROJECT IMPACT REPORTS AND MEETINGS.** Contractor shall submit a minimum of one project impact report during the Term at the request of the District's staff and will cooperate with and respond to all requests by the District's Staff or Board Chair for information related to the Project during the Term. Contractor shall also attend any project meetings with the District which may be requested by the District's staff or Board Chair to detail the progress it has achieved in providing the Services funded by the District. Dates of the Impact Meeting will be determined by the District.

BIG SKY RESORT AREA DISTRICT:

CONTRACTOR:


Daniel Bierschwale (Jun 29, 2023 15:21 MDT)


Whitney H Montgomery (Jul 10, 2023 10:09 MDT)

Name: Daniel Bierschwale

Name: Whitney Montgomery

Title: Executive Director

Title: CEO

Date: 6/29/23

Date: 7/10/23