

# **Board Meeting Agenda**

April 17<sup>th</sup>, 2024 | 9:00am

April's Board meeting will be held on Wednesday, April 17<sup>th</sup> at 9:00am at the Resort Tax office (11 Lone Peak Drive, Suite #204) and through Zoom. Join this meeting here: <u>https://us02web.zoom.us/j/89177613563</u>

I. Open Meeting	
A. Roll Call	— 9:00
B. Public Comment	
C. Appointment of Secretary/Treasurer & Process for Board Appointment: Action	— 9:05
D. <u>Consent Agenda</u> : Action	— 9:15
a. <u>Finance Report</u> : February 2024	
b. Employee Handbook	
c. Approval of Minutes: March 8th 2024	
E. Regular Agenda	
1. Old Business	
a. FY25 Budget: Action	— 9:20
b. Incorporation Exploration Study RFP Opening: Discussion	— 9:30
c. US 191/MT 64 Intersection Property Buy Sell: Action	— 9:35
d. Business Registration Data: Discussion	— 9:50
2. New Business	
a. FY25 Government Services Capital Applications: Discussion	— 9:55
b. FY25-FY27 Government Services Operations Applications: Discussion	- 10:10
c. Opportunity Fund Application Review: Action	— 10:40
-Paint Under the Big Sky-Big Sky Artists Collective	
c. d. FY24 Mid-Year Progress Report & FY25 Request Overview: Discussion	— 10:50
e. Big Sky Community Housing Trust Update: Discussion	- 11:00
E. Public Comment	

BSRAD BOARD & STAFF: Sarah Blechta, Chair | Ciara Wolfe, Vice Chair | Kevin Germain, Director | Grace Young, Director Daniel Bierschwale, Executive Director | Jenny Muscat, Deputy Director | Kristin Drain, Finance & Compliance Manager | Tammy Estensen, Communications & Community Engagement Manager | Jackie Haines, Director of Economic & Strategic Development

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

#### **Public Notice: Board Vacancy**

Big Sky is deeply saddened by the passing of community member Steve Johnson. His commitment has left a lasting legacy on our community. Public service was a core value demonstrated by Steve and his background in finance, infrastructure investment, and governance makes filling his seat a tall order.

The Big Sky Resort Area District is seeking resumes from qualified citizens who have similar backgrounds and are interested in filling this gap in leadership.

As outlined in District Bylaws the remaining Board shall appoint a replacement Board Member to fill the vacancy. With an active election underway and a newly seated board starting in May, the District will delegate the appointment to the newly elected board who are expected to take action promptly following the election. Interested parties shall submit a letter of interest and resume by May 15<sup>th</sup> and the new board will hold a special meeting to make a decision on appointment prior to the June nonprofit grant meetings. The remaining term for this seat expires in May of 2026.

Send letters of interest and resumes to <u>daniel@resorttax.org</u>.

#### Accountant's Summary Month Ended February 29, 2024

#### **Balance Sheet**

- When compared to February 2023, the District has approx. \$7mm more in liquid assets. Most of these assets are accounted for in the D.A. Davidson accounts due to the approved reserves.
- The tax receivable balance at this time in 2023 was approx. \$2mm higher.
- No other items noteworthy.

#### **Profit & Loss**

- Continuing the trend from January, the overall tax collections appear to be significantly down when compared to 2023 for the month of February (49% decrease for the month). Most of the tax decrease is attributable to Madison County which accounted for approx. a 65% decrease in both resort tax and infrastructure tax.
- Fiscal Year-to-date (7/1/23 2/29/24), overall tax collections were down 12% from FY23. The graph below illustrates the trajectory of collections in FY24 and FY23 through February. The revenue data is reconciled through March 31<sup>st</sup> in MUNIRevs. Therefore, these numbers should not change when the March month-end is completed.
- The total budgeted expenditures for FY24 are approx. \$1,482,625 and \$976,000 (66%) of the budget was expended as of month-end.

## **Balance Sheet**

As of February 29, 2024

	TOTAL		
	AS OF FEB 29, 2024	AS OF JAN 31, 2024 (PP	
ASSETS			
Current Assets			
Bank Accounts			
10000 Funds Available			
10100 Reserved Funds	-11,243,560.78	-10,257,345.95	
10120 FSB-Checking #80073430	250,000.00	250,000.00	
10121 FSB - Repurchase Checking	17,331,042.17	15,968,414.14	
10125 FSB - Disbursements #1336	138.63	138.63	
10140 FSB-MM #8007342219	5,134.88	5,132.84	
10160 Petty Cash	200.00	200.00	
10170 STIP	11,773.94	11,723.8	
10180 DA Davidson - #65611532 Operating	3,569,680.94	3,557,633.09	
10190 DA Davidson - #17191343 Investment	3,560,716.02	3,566,475.90	
Total 10000 Funds Available	13,485,125.80	13,102,372.4	
10500 Funds Reserved			
10503 TIGER Project - Resolution 2022.01R	239,995.94	239,995.94	
10505 Infrastructure Tax Collected, net	5,549,468.49	4,563,253.66	
10510 Emergency reserve	1,500,000.35	1,500,000.3	
10520 Operating reserve	329,017.00	329,017.0	
10530 Capital reserve	3,550,000.00	3,550,000.0	
10551 Opportunity fund	75,079.00	75,079.00	
Total 10500 Funds Reserved	11,243,560.78	10,257,345.9	
1072 Bill.com Money Out Clearing	12.00	12.0	
Total Bank Accounts	\$24,728,698.58	\$23,359,730.4	
Accounts Receivable			
12000 Accounts Receivable	2,915,908.96	3,432,741.6	
Total Accounts Receivable	\$2,915,908.96	\$3,432,741.6	
Other Current Assets			
13100 Prepaid expenses			
13100.2 Prepaid software	21,480.24	24,784.3	
Total 13100 Prepaid expenses	21,480.24	24,784.35	
Total Other Current Assets	\$21,480.24	\$24,784.35	
Total Current Assets	\$27,666,087.78	\$26,817,256.39	

## **Balance Sheet**

### As of February 29, 2024

	ΤΟΤΑ	L
	AS OF FEB 29, 2024	AS OF JAN 31, 2024 (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	15,847,571.00	15,847,571.00
Total 19010 Deferred outflows	15,847,571.00	15,847,571.00
Total Other Assets	\$15,847,571.00	\$15,847,571.00
TOTAL ASSETS	\$43,990,365.07	\$43,141,533.68
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
21000 General Accounts Payable	25,440.57	24,450.22
Total Accounts Payable	\$25,440.57	\$24,450.22
Credit Cards		
21100 Divvy Credit Card	4,246.31	8,410.81
Total Credit Cards	\$4,246.31	\$8,410.81
Other Current Liabilities		
23000 Payroll Liabilities	0.00	0.00
23020 Accrued Leave	10,939.71	
	10,000.71	10,939.71
23100 State Unemployment	148.49	,
23100 State Unemployment 23110 State Withholding	,	10,939.71 77.54 -519.07

### **Balance Sheet**

As of February 29, 2024

TOTAL		
AS OF FEB 29, 2024	AS OF JAN 31, 2024 (PP)	
8,718.81	9,298.84	
194,000.00	235,000.00	
90,765.93	135,558.77	
888,214.44	888,214.44	
220,373.03	272,441.24	
961.68	961.68	
724,311.00	724,311.00	
377,150.50	377,150.50	
421,269.53	518,680.21	
765,743.98	1,175,000.00	
560,000.00	560,000.00	
19,092.09	30,847.45	
47,827.68	47,827.68	
150,749.12	162,995.05	
471,526.41	471,526.41	
809,540.87	809,540.87	
76,275.23	91,715.91	
374,500.00	408,500.00	
331,834.00	331,834.00	
30,000.00	30,000.00	
589,171.92	695,721.75	
176,800.00	176,800.00	
7,320,107.41	8,144,626.96	
\$7,328,826.22	\$8,153,925.80	
\$7,358,513.10	\$8,186,786.83	
15,847,571.00	15,847,571.00	
\$15,847,571.00	\$15,847,571.00	
\$23,206,084.10	\$24,034,357.83	
4,942,748.65	4,942,748.65	
	3,581,801.29	
	9,706,845.48	
	464,581.04	
	5,297,424.26	
12,584.81	12,584.81	
-3,221,704.56	-4,898,809.68	
	\$19,107,175.85	
	\$43,141,533.68	
	AS OF FEB 29, 2024 8,718.81 194,000.00 90,765.93 888,214.44 220,373.03 961.68 724,311.00 377,150.50 421,269.53 765,743.98 560,000.00 19,092.09 47,827.68 150,749.12 471,526.41 809,540.87 76,275.23 374,500.00 30,000.00 589,171.92 176,800.00 7,320,107.41 \$7,328,826.22 \$7,358,513.10 15,847,571.00 \$15,847,571.00 \$15,847,571.00 \$23,206,084.10 4,942,748.65 3,581,801.29 9,706,845.48 464,581.04 5,297,424.26 12,584.81	

# Budget vs. Actuals: FY\_2023\_2024 - FY24 P&L

February 2024

		тот	AL	
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
40010 Interest Earned	83,515.44	5,000.00	78,515.44	1,670.31 %
40020 Late Payment Interest	798.45	500.00	298.45	159.69 %
40030 Late Fees from Tax Collections	1,358.43	1,500.00	-141.57	90.56 %
41000 Tax Collections	1,714,306.61	3,571,876.63	-1,857,570.02	47.99 %
Total Income	\$1,799,978.93	\$3,578,876.63	\$ -1,778,897.70	50.29 %
GROSS PROFIT	\$1,799,978.93	\$3,578,876.63	\$ -1,778,897.70	50.29 %
Expenses				
60000 Bad Debt		41.67	-41.67	
60010 Bank Charges		5.00	-5.00	
60080 Dues & Meeting Expenses	1,458.24	4,244.59	-2,786.35	34.36 %
60090 Public Information & Engagement	6,043.75	11,533.35	-5,489.60	52.40 %
61000 Dues & Property Taxes		0.00	0.00	
62000 Insurance	1,243.80	4,882.65	-3,638.85	25.47 %
63000 Office Expenses	17,297.55	15,545.50	1,752.05	111.27 %
64000 Professional Fees	22,879.46	31,695.65	-8,816.19	72.18 %
65000 Travel	122.61	1,728.06	-1,605.45	7.10 %
66000 Utilities	615.53	711.25	-95.72	86.54 %
67000 Personnel Expenses	55,949.43	61,567.67	-5,618.24	90.87 %
Total Expenses	\$105,610.37	\$131,955.39	\$ -26,345.02	80.03 %
NET OPERATING INCOME	\$1,694,368.56	\$3,446,921.24	\$ -1,752,552.68	49.16 %
Other Income				
70000 Other Income	-17,263.44		-17,263.44	
Total Other Income	\$ -17,263.44	\$0.00	\$ -17,263.44	0.00%
NET OTHER INCOME	\$ -17,263.44	\$0.00	\$ -17,263.44	0.00%
NET INCOME	\$1,677,105.12	\$3,446,921.24	\$ -1,769,816.12	48.66 %

# Profit and Loss - Comparative by Month

February 2024

	TOTAL				
	FEB 2024	FEB 2023 (PY)	CHANGE	% CHANGE	
Income					
40010 Interest Earned	83,515.44	12,878.47	70,636.97	548.49 %	
40020 Late Payment Interest	798.45	322.28	476.17	147.75 %	
40030 Late Fees from Tax Collections	1,358.43	2,206.47	-848.04	-38.43 %	
41000 Tax Collections	1,714,306.61	3,364,177.16	-1,649,870.55	-49.04 %	
Total Income	\$1,799,978.93	\$3,379,584.38	\$ -1,579,605.45	-46.74 %	
GROSS PROFIT	\$1,799,978.93	\$3,379,584.38	\$ -1,579,605.45	-46.74 %	
Expenses					
60080 Dues & Meeting Expenses	1,458.24	657.49	800.75	121.79 %	
60090 Public Information & Engagement	6,043.75	7,311.83	-1,268.08	-17.34 %	
62000 Insurance	1,243.80	445.77	798.03	179.02 %	
63000 Office Expenses	17,297.55	13,248.67	4,048.88	30.56 %	
64000 Professional Fees	22,879.46		22,879.46		
65000 Travel	122.61		122.61		
66000 Utilities	615.53	906.81	-291.28	-32.12 %	
67000 Personnel Expenses	55,949.43	46,997.32	8,952.11	19.05 %	
Total Expenses	\$105,610.37	\$69,567.89	\$36,042.48	51.81 %	
NET OPERATING INCOME	\$1,694,368.56	\$3,310,016.49	\$ -1,615,647.93	-48.81 %	
Other Income					
70000 Other Income	-17,263.44		-17,263.44		
Total Other Income	\$ -17,263.44	\$0.00	\$ -17,263.44	0.00%	
NET OTHER INCOME	\$ -17,263.44	\$0.00	\$ -17,263.44	0.00%	
NET INCOME	\$1,677,105.12	\$3,310,016.49	\$ -1,632,911.37	-49.33 %	

TAX COLLECTIONS YTD 07/01/2023 to 02/29/2024

# \$12,342,959.69

Total revenue



Filtered by 5 income: 41100 Tax Collections: 3% Tax: Gallatin County, 41200 Tax Collections: 3% Tax: Madison County, 41400 Tax Collections: 3% Tax: Other, 41110 Tax Collections: 1% for Infrastructure: Gallatin Infrastructure Tax, 41210 Tax Collections: 1% for Infrastructure: Madison Infrastructure Tax

Revenue	Revenue (2023)
\$1,720,094.81	\$1,699,710.79
\$1,483,098.65	\$1,403,101.02
\$1,194,686.39	\$1,079,271.31
\$1,012,784.65	\$945,020.24
\$600,267.79	\$539,493.44
\$2,154,348.56	\$2,321,443.35
\$2,463,372.23	\$2,686,765.35
\$1,714,306.61	\$3,364,177.16
	\$1,720,094.81 \$1,483,098.65 \$1,194,686.39 \$1,012,784.65 \$600,267.79 \$2,154,348.56 \$2,463,372.23

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# Budget vs. Actuals: FY\_2023\_2024 - FY24 P&L

July 2023 - February 2024

		TOT	AL .	
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
40010 Interest Earned	616,324.64	40,000.00	576,324.64	1,540.81 %
40020 Late Payment Interest	3,226.89	4,000.00	-773.11	80.67 %
40030 Late Fees from Tax Collections	12,123.40	12,000.00	123.40	101.03 %
41000 Tax Collections	12,342,959.69	15,165,834.11	-2,822,874.42	81.39 %
Total Income	\$12,974,634.62	\$15,221,834.11	\$ -2,247,199.49	85.24 %
GROSS PROFIT	\$12,974,634.62	\$15,221,834.11	\$ -2,247,199.49	85.24 %
Expenses				
60000 Bad Debt		333.36	-333.36	
60010 Bank Charges	29,043.19	40.00	29,003.19	72,607.98 %
60020 Appropriations	11,957,837.00		11,957,837.00	
60021 Opportunity Fund Appropriations	72,336.32		72,336.32	
60080 Dues & Meeting Expenses	13,018.02	33,956.68	-20,938.66	38.34 %
60090 Public Information & Engagement	83,747.52	112,866.72	-29,119.20	74.20 %
61000 Dues & Property Taxes	12,505.60	13,400.00	-894.40	93.33 %
62000 Insurance	7,272.02	7,241.20	30.82	100.43 %
63000 Office Expenses	74,876.95	64,998.00	9,878.95	115.20 %
64000 Professional Fees	242,485.02	278,495.32	-36,010.30	87.07 %
65000 Travel	2,250.83	3,173.14	-922.31	70.93 %
66000 Utilities	6,020.64	6,192.50	-171.86	97.22 %
67000 Personnel Expenses	431,537.41	489,041.47	-57,504.06	88.24 %
Total Expenses	\$12,932,930.52	\$1,009,738.39	\$11,923,192.13	1,280.82 %
NET OPERATING INCOME	\$41,704.10	\$14,212,095.72	\$ -14,170,391.62	0.29 %
Other Income				
70000 Other Income	65,260.34		65,260.34	
Total Other Income	\$65,260.34	\$0.00	\$65,260.34	0.00%
Other Expenses				
79000 Other expenses	3,328,669.00		3,328,669.00	
Total Other Expenses	\$3,328,669.00	\$0.00	\$3,328,669.00	0.00%
NET OTHER INCOME	\$ -3,263,408.66	\$0.00	\$ -3,263,408.66	0.00%
NET INCOME	\$ -3,221,704.56	\$14,212,095.72	\$ -17,433,800.28	-22.67 %

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# Benefits

At BSRAD, we believe in supporting the well-being of our employees. As part of our commitment to your health and security, we offer a comprehensive insurance benefits package.

1. Full-Time Employee Eligibility: All employees classified as full-time are eligible to enroll in our insurance plans. Full-time employees are those who work a minimum of 30 hours per week.

2. Enrollment Period: Newly hired full-time employees are eligible to enroll in our insurance plans within one month of their start date.

3. Coverage Options:

Our insurance benefits package includes health, dental, vision, and identify theft coverage. Detailed information about each coverage option, including premium costs, coverage limits, and any other relevant details, will be provided in the insurance plan documents.

4. Changes in Employment Status:

If an employee's status changes from part-time to full-time, they become eligible for insurance benefits and may enroll during the next available enrollment period. Similarly, if a full-time employee experiences a change in employment status, they should refer to the applicable policies for information on continuing or terminating their insurance coverage.

5. Additional Resources: For more information about our insurance benefits and to explore the coverage options available to you, please refer to the insurance plan documents or contact your supervisor.

We value the health and well-being of our employees and strive to provide comprehensive insurance coverage to support you in maintaining a healthy and fulfilling lifestyle.

# Employee Wellness Stipend

Each full-time employee will be eligible to receive a \$500 stipend annually, aligned with the fiscal year, to enhance their overall well-being.

Purpose: The Employee Wellness Stipend is designed to empower you to invest in your health and recreation, promoting a balanced and fulfilling lifestyle. We recognize the importance of physical and mental well-being in contributing to your overall success and happiness, both within and outside the workplace.

Usage: This stipend can be utilized for a variety of health and recreation expenses, including but not limited to:

- Gym Memberships
- Ski Passes
- Golf Memberships
- Fitness Classes
- Wellness Retreats

Claim Process: Simply submit your eligible receipts or invoices to the payroll department, and the reimbursement will be processed promptly. The stipend is available for use throughout the fiscal year, and any unclaimed amount will not carry over to the next fiscal year.



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

March's Board meeting was held on Wednesday, March 13<sup>th</sup> at 9:00am at the Resort Tax office (11 Lone Peak Drive, Suite #204) and through Zoom.

I. Open Meeting

A. Roll Call

00:00:04 Sarah Blechta began the meeting at 9:00am. Board members in attendance: Sarah Blechta, Ciara Wolfe,

Kevin Germain, and Grace Young. Steve Johnson was not present.

B. Public Comment

<u>00:00:22</u> Tammy Estensen shared Montana Resort Tax Association updates.

C. Consent Agenda: Action

a. Approval of Minutes: February 14th, 2024

b. Finance Report: January 2024

00:03:07 Motion: to approve consent agenda: Kevin Germain

Second: Ciara Wolfe

00:03:16 January collections are down 10% and December was down 6%.

00:04:04 Vote: Motion Passed Unanimously

D. Regular Agenda

1. Old Business

a. Subcommittee Updates: Discussion

00:04:41 Daniel Bierschwale shared Wellness District updates and next steps.

00:05:13 Daniel shared updates regarding Incorporation Exploration RFP.

<u>00:05:46</u> Applications are open. Government entities close March 15.

00:05:58 Joint Count Commission Meeting will be May 8.

00:06:12 Kevin Germain shared transit and transportation updates and optimization plan.

<u>00:07:44</u> Daniel discussed CIP and strategic planning.

b. MT64/US191 Intersection Land Acquisition: Action

00:08:58 Daniel Bierschwale explained negotiations are underway and discussed possible projects.

<u>00:12:13</u> Board members discussed reserves and minimizing impact on grant cycle budgets.

<u>00:16:31</u> Daniel Bierschwale discussed public comment and phone conversations.

<u>00:17:28</u> Sarah Blechta discussed needs related to land acquisition. Kevin Germain discussed traffic concerns and possible solutions.

2. New Business

#### a. May Election Update: Discussion

<u>00:21:58</u> School and Special Purpose District Elections are May 7 and it will be a mail ballot election. The Candidate Forum will be April 23 at the Waypoint.

00:23:14 Daniel Bierschwale encouraged public participation and engagement.

00:23:51 New Madison County polling station in Big Sky will be at Fire Station 2. Election judges are needed.

<u>00:24:51</u> Tammy discussed primary ballot local government review. Primary is June 4.

#### b. FY25 Budget Draft: Discussion

<u>00:28:40</u> Final budget decision will be April 17<sup>th</sup>. Daniel gave an overview of the FY25 budget.

00:37:06 Daniel highlighted community initiatives in budget.

<u>00:39:09</u> Board members discussed the FY25 budget and forecasts.

- c. <u>Opportunity Fund Application Review</u>: Action
  - Navigator Network—Be Well Big Sky

00:45:45 Shannon presented the Navigator Network program and the grant request.

00:48:42 Board members asked questions and discussed Navigator Network program request.

00:54:24 Motion: to fund request with a budget requirement in 6 months: Kevin Germain

### Second: Grace Young

00:54:48 Board members shared support and asked questions.

<u>00:58:38</u> Andy shared public comment in support of the Navigator Network and the need for services.

<u>01:02:39</u> Sarah Gaither shared public comment in support of the Navigator Network.

<u>01:03:37</u> John Allen shared public comment in support of the Navigator Network and Be Well Big Sky.

<u>01:04:45</u> Danielle shared public comment in support of the Navigator Network.

<u>01:06:08</u> Michelle Nierling shared public comment in support of Be Well Big Sky and the Navigator Network.

<u>01:07:10</u> Robert shared public comment in support of Be Well Big Sky and the Navigator Network.

<u>01:08:53</u> John shared public comment in support of the Navigator Network.

<u>01:10:19</u> Kelly shared public comment in support of the Navigator Network.

01:10:59 Vote: Motion Passed Unanimously

## d. Morningstar Campus Update: Discussion

<u>01:11:35</u> Mariel Butan shared Morningstar Campus Expansion updates and due to donations, they will not be spending their awarded Resort Tax funding.

E. Public Comment

01:15:34 Police Sergeant Mike introduced himself.

EVENUES	FY24 Budget	FY24 Forecast	FY25 Budget	FY26 Budget	FY27 Budget
3% Collections	16,977,292	15,149,171	15,149,171	16,274,171	16,274,17
1% Collections	6,042,316	5,049,724	5,049,724	5,424,724	5,424,72
Investment Income	600,000	600,000	700,000	700,000	700,00
TOTAL	\$ 23,619,608	\$ 20,798,895	\$ 20,898,895	\$ 22,398,895	\$ 22,398,895
<u>XPENSES</u>					
Bad Debt (60000)	500	500	500	500	50
Bank & Investment Fees(60010)	60	40,000	40,000	40,000	40,00
Meeting Expenses (60080)	5,435	12,000	15,000	15,000	15,45
Public Information (60090)	163,173	145,000	166,400	184,916	190,46
Dues & Property Taxes (61000)	61,800	51,800	62,875	62,875	64,76
Insurance (62000)	7,532	8,000	8,100	8,899	9,16
Office Expenses (63000)	86,591	86,591	98,264	110,107	113,41
Professional Fees (64000)	407,338	387,338	397,500	275,919	284,19
Travel (65000)	5,179	3,000	5,500	6,120	6,30
Utilities (66000)	9,205	9,205	10,000	10,876	11,20
Personnel Expenses (67000)	738,910	738,910	750,000	866,459	892,45
Opertational Debt Service (68000)			-	-	-
Capital Expenditures (69000)			-	-	-
BSRAD OPERATING EXPENSES	1,485,723	1,482,344	1,554,139	1,581,671	1,627,90
BSRAD Admin %	6.3%	6	6.8%	6.5%	6.7
Forecasted 3% Requests (Non-Government)	-	8,837,124	8,139,693	8,110,736	5,876,22
Requested Interlocal Funding (Government)	-	3,010,213	5,664,283	4,932,346	7,119,49
Microgrant Fund		147,829	150,000	150,000	150,00
1% for Infrastructure (Canyon Pipe &		,	,		
Prepayment Not Included)	-	2,995,335	3,145,122	3,302,379	3,467,49
Restricted 1% Collections over Minimum		2,054,389	1,904,602	2,122,345	1,957,22
Forecasted Incorporation Exploration RFP	-	0	500,000		
Coordinating Council of Big Sky Funding	-	0	20,000		
Wellness District Legal Fees	-	15,000	75,000		
Reserve Allocation	-	2,370,546	1,461,768	11,927	12,31
Intersection Debt Service		. ,	4,991,666	2,741,666	2,716,66

	FY24 Budget	FY24 Forecast	FY25 Budget	FY26 Budget	FY27 Budget
Operating Reserve Goal	9	329,017	Ű		365,022
Emergency Reserve Goal	1,500,000	1,500,000	2,500,000	2,500,000	2,500,000
Capital Reserve Goal	3,550,000	3,550,000	4,000,000	-	-
Reserve Commitment			1,461,768	11,927	12,310
Reserve Goal	5,379,017	5,379,017	6,840,785	2,864,639	2,877,332

#### REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement ("Agreement") is entered into this \_\_\_\_\_ day of April, 2024 ("Effective Date") by and between **WESTERN MOUNTAIN INVESTMENTS, LLC**, a Montana limited liability company located at PO Box 370, Bozeman, MT 59771 and **WINCHESTER HOLDINGS, LLC**, a Montana limited liability company located at PO Box 370, Bozeman MT 59771 (collectively referred to herein as the "Seller"), and **BIG SKY RESORT AREA DISTRICT**, A Montana Resort Area District located at 11 Lone Peak Drive, Suite #204, PO Box 160661, Big Sky, MT 59716 (referred to herein as the "Buyer").

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, Seller and Buyer agree as follows:

1. <u>Real Property</u>. Subject to the terms, conditions, and contingencies set forth in this Agreement, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the following property:

A. the real property, in an "AS IS" and "WHERE IS" condition, located in Gallatin County, Montana legally described as set forth on **Exhibit 1** ("Real Property"), which is attached hereto and incorporated herein by this reference. The legal description for the Real Property shall be updated to match the final description in the Preliminary Title Report when issued.

B. all improvements, fixtures, and buildings attached to or situated on the Real Property in an "AS IS" and "WHERE IS" condition (collectively the "Improvements");

C. all of Seller's right, title, and interest in and to all easements, appurtenances and improvements to the Real Property, as well as any easements, appurtenances and improvements personal to Seller which serve the Real Property as specified in the Preliminary Title Commitment;

D. all water rights appurtenant to the Real Property presently owned by Seller and defined as "Seller's Water Rights" in Section 2(A) below, if any;

E. any and all mineral rights of whatever kind or nature appurtenant to the Real Property presently owned by Seller, if any, including but not limited to all surface and subsurface minerals, gravel, oil, gas, hydrocarbons, and defined as "Seller's Mineral Rights" in Section 2(B) below; and

F. any and all leases for the Improvements situated on the Real Property in effect as of the Closing Date of this Agreement and defined as "Seller's Leases" in Section 2(C) below.

Purchase and Sale Agreement Commercial Property - Intersection of Hwy 191 and Hwy 64 April 2024 - Page 1

The Real Property, Improvements, Seller's Water Rights, if any, Seller's Mineral Rights, if any, and Seller's Leases shall collectively be referred to herein as the "Property".

As of the Closing Date, the Real Property shall be free of all liens and encumbrances of any kind or nature, subject to all reservations, restrictions, and exceptions set forth in prior recorded conveyances or instruments pertaining to such Real Property as specified in the Preliminary Title Report, prior oil, mineral and royalty reservations and conveyances of record as specified in the Preliminary Title Report, recorded and visible easements and rights of way of record as specified in the Preliminary Title Report, and taxes, charges and assessments which are a lien but are not due and payable; provided, however, the Real Property shall be conveyed subject to any of the Seller's Leases that remain in effect as of the Closing Date.

## 2. Water Rights, Mineral Rights, Leases.

Subject to the terms, conditions, and contingencies set forth in this Agreement, A. Seller agrees to transfer to Buyer all of Seller's right, title and interest, if any, in and to the following: all water, including surface water or ground water, any legal entitlement to water, including statements of claims, certificates of water rights, permits to appropriate water, exempt existing rights, decreed basins or any ditches, ditch rights or ditch easements appurtenant to and/or used in connection with the Real Property or Improvements (collectively the "Seller's Water Rights"), a list of Seller's Water Rights is specified in Exhibit 2(A) attached hereto and incorporated herein by this reference. Buyer acknowledges and agrees that Seller shall have the right to rely upon the records of the Montana Department of Natural Resources and Conservation for the purpose of determining the existence of all of Seller's Water Rights and Seller shall not be responsible or liable for any errors in the records maintained by that Office. Seller shall obtain all necessary documentation and assignments required to transfer to Buyer any interest owned by or held by Seller in the Seller's Water Rights. Water rights and water impoundments, dams, windmills, and springs are without warranty or guarantee as to existence, amount, quality, or quantity of the water or impoundment involved. Buyer is relying on its own inspection and judgment as to the condition, quality and quantity of the water. Buyer further agrees that water structures including dams, pits, springs, underground water lines, hydrants, water tanks, windmills, wells, pumps and pipes, if any, are purchased "as is" and are without any warranty or guarantee by Seller as to use, condition, state of repair or readiness.

B. Subject to the terms, conditions, and contingencies set forth in this Agreement, Seller agrees to transfer to Buyer all of Seller's right, title and interest, if any, to any and all mineral rights of whatever kind or nature appurtenant to the Real Property, including but not limited to all surface and subsurface minerals, gravel, sands, oil, gas, and hydrocarbons ("Seller's Mineral Rights"). Seller's Mineral Rights, if any, are conveyed without warranty or guarantee by Seller as to existence, amount, quality, or quantity. Buyer is relying on its own inspection and judgment as to the existence, condition, quality and quantity of any mineral rights.

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\_\_\_\_\_/\_\_\_\_Seller Buyer

C. Subject to the terms, conditions, and contingencies set forth in this Agreement, Seller agrees to assign and transfer to Buyer all of Seller's right, title and interest in and to all leases for the Real Property or for any Improvements to the Real Property in effect as of the Closing Date, of any Improvements on the Real Property ("Seller's Leases"). A complete and detailed listing of Seller's Leases are included on **Exhibit 2(C)** attached hereto and incorporated herein by this reference. Seller represents that as of the Effective Date of this Agreement, each of its tenants in each of the Seller's Leases are current on all payment and performance obligations in their respective lease, and on the Closing Date, Seller shall provide a written update to Buyer as to the status of each respective lease and each tenant's compliance of such terms.

3. <u>Purchase Price and Payment Terms</u>. As consideration for the sale and purchase of the Property, Buyer shall pay Seller the sum of Nine Million Fifty Thousand U.S. Dollars (\$9,050,000) ("Principal Amount") plus One Million Four Hundred Thousand U.S. Dollars (\$1,400,000) in total interest and financing charges ("Finance Charges"). The Principal Amount together with the Finance Charges shall be referred to herein as the "Purchase Price". The Earnest Money Deposit, as defined in Section 5 below, shall be credited against the first payment of the Purchase Price due at Closing on July 1, 2024. The Purchase Price payable by Buyer to Seller in certified funds shall be paid over a period of three (3) years, with each payment of the Purchase Price due and payable to Seller on the following dates:

Purchase Price	Principal Amount	Interest + Finance	Annual Purchase
Payment Date		Charge Amount	Price Payment
July 1, 2024	\$4,675,000	\$315,000	\$4,990,000
July 1, 2025	\$2,187,500	\$542,500	\$2,730,000
July 1, 2026	\$2,187,500	\$542,500	\$2,730,000
Total	\$9,050,000	\$1,400,000	\$10,450,000

The provisions of this Section 3 and Buyer's obligations stated in this Section 3 shall survive Closing.

## 4. <u>Deliveries at Closing</u>.

A. Warranty Deed. At Closing, Seller shall convey the Real Property, Improvements and Mineral Rights, if any, to Buyer by warranty deed, free of all liens and encumbrances except and subject only to the following matters of record identified in the Preliminary Title Report: (a) prior recorded conveyances or instruments pertaining to such lands; (b) prior oil, mineral and royalty reservations and conveyances of record; (c) recorded and visible easements and rights of way of record; and (d) taxes, charges and assessments which are a lien but are not due and payable (collectively, "Permitted Encumbrances"). The Warranty Deed shall be substantially in the form attached hereto as Exhibit 3 attached hereto and incorporated by reference herein.

Purchase and Sale Agreement Commercial Property - Intersection of Hwy 191 and Hwy 64 April 2024 - Page 3

\_\_\_\_\_/ Seller Buyer B. Water Rights and Seller's Leases. At Closing, Seller shall convey to Buyer the Seller's Water Rights and Seller's Leases by appropriate assignment, and transfer documents. Buyer shall pay all recording fees.

C. <u>FIRPTA Affidavit.</u> At Closing, Seller shall execute a non-foreign seller affidavit as required under Section 1445 of the Internal Revenue Code of 1986, as amended and any similar certificate required under Montana laws, and any such other documents as may be reasonably required by the Escrow Agent for purposes of Closing the transaction contemplated by this Agreement.

D. <u>Seller Financing Documents.</u> At Closing, the Buyer shall execute a Deed of Trust and Promissory Note ("Security Documents") as specified in Section 7(c) herein. Buyer shall pay the recording fee associated with recording the Security Documents.

E. <u>Seller's Closing Certifications.</u> At Closing, the Seller shall execute a Certification attesting that the representations and warranties made by Seller in Section 7(E) below, are true and correct as of the Closing Date ("Seller's Closing Certification"), and if Seller cannot issue the Seller's Closing Certification, Seller will explain in writing what has changed and issue a certification confirming all such representations and warranties that have not changed ("Updated Seller's Closing Certification"). Further, should Seller issue an Updated Seller's Closing Certification, Buyer, in its sole discretion, shall have the option to either (i) terminate this Agreement by written notice to Closing Agent and Seller, in which case the Earnest Money Deposit and any accrued interest thereon shall be returned to the Buyer, and both parties shall have no further obligations under this Agreement, except the parties shall share equally the full cost of the Escrow Agent's costs, or (ii) proceed to Closing in accordance with the terms of this Agreement, and shall accept title to the Property with the Updated Seller's Certification.

F. <u>Seller's Estoppel Certificates</u>. At Closing, Seller shall deliver to Buyer the Estoppel Certificates attesting to each of the representations described in Section 7(E)(6) below.

5. <u>Earnest Money Deposit; and Escrow Agent.</u> Within three (3) business day of the Effective Date, Seller shall deposit the amount of Five Hundred Thousand Dollars (\$500,000.00) as an earnest money deposit ("Earnest Money Deposit") with Security Title Company, 1160 South 29<sup>th</sup>, P.O. Box 6550, Bozeman, MT 59715/59771 ("Escrow Agent"). The Earnest Money Deposit may be made by cashier's check made payable to Escrow Agent or by wire transfer of immediately available funds and shall be placed in escrow in an interest-bearing account maintained by Escrow Agent in an FDIC insured bank qualified to do business in the State of Montana. Upon execution of this Agreement, Buyer shall furnish Escrow Agent with its taxpayer identification number and any other information reasonably required by Escrow Agent.

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\_\_\_\_\_/\_\_\_\_Seller Buyer

6. <u>Preliminary Title Report and Title Insurance</u>.

A. Within ten (10) days after the Effective Date or as soon as Escrow Agent is able to do so, Seller will cause Escrow Agent to furnish to Buyer a preliminary title report for an ALTA Standard Coverage Owners Title Insurance Policy in the amount of the Purchase Price issued by Escrow Agent showing the condition of the title to the Property ("Preliminary Title Report").

B. At Closing, Seller shall, at Seller's sole cost and expense, furnish Buyer with an ALTA standard owner's policy of title insurance in the amount of the Purchase Price, subject to all of the usual pre-printed exceptions and exclusions contained in the Preliminary Title Report accepted by Buyer pursuant to Section 6(A).

7. <u>Contingencies, Reservations, Covenants and Representations</u>. This Agreement is contingent upon the following terms and conditions being satisfied as of the Closing and the Seller's compliance with the following covenants:

A. *Title Commitment Contingency.* Within ten (10) days after Buyer's receipt of the Preliminary Title Report, Buyer shall notify Seller and the Escrow Agent in writing of any conditions of record disclosed in the Preliminary Title Report which are objectionable to Buyer ("Title Objections"). Buyer may not object to the pre-printed standard exceptions specified in the Preliminary Title Report. If Buyer does not provide to Seller the Buyer's written Title Objections within ten (10) days after Buyer's receipt of the Preliminary Title Report, the Preliminary Title Report shall be deemed approved by Buyer. If Seller receives Buyer's Title Objections with a request to Seller to cure Buyer's Title Objections, Seller shall, not later than five (5) business days after Seller's receipt of the Buyer's Title Objections, provide written notice to Buyer (the "Seller Title Response") in which it advises Buyer: (i) whether Seller agrees or refuses to correct the Title Objection if there is only one Title Objection; (ii) which Title Objection(s) Seller intends to correct, if any, if there is more than one Title Objection; or (iii) whether Seller intends to correct all of the Title Objections, if there is more than one Title Objection. Seller may, but is under no obligation to, correct any Title Objections. If Seller elects to correct a Title Objection, then such correction may be accomplished by Seller on or by Closing, at Seller's cost, removing the Buyer's Title Objection from the Preliminary Title Report. If Seller elects not to correct a Title Objection, then within five (5) days of Seller providing Buyer notice, Buyer, in its sole discretion, shall have the option to either (i) terminate this Agreement by written notice to Closing Agent and Seller, in which case the Earnest Money Deposit and any accrued interest thereon shell be returned to the Buyer, and both parties shall have no further obligations under this Agreement, except the parties shall share equally the full cost of the Escrow Agent's costs, or (ii) proceed to Closing in accordance with the terms of this Agreement, whereby Buyer waives Buyer's Title Objections and shall accept title to the Property subject to such uncorrected Buyer's Title Objections.

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\_\_\_\_\_/\_\_\_\_Seller Buyer

Buyer's Due Diligence/Property Inspections. Β. Buyer shall have sixty (60)days after the Effective Date to complete, at Buyer's sole expense, Buyer's due diligence ("Buyer's Due Diligence Period"). Buyer's due diligence shall consist of any and all review and analysis of the Property including without limitation, any and all property inspections, studies, or analysis of the Real Property it deems necessary or appropriate in its sole discretion, an evaluation of the terms of Seller's Leases, an evaluation of the tax and assessments obligations, an evaluation as to whether the Real Property is suitable for Buyer's intended use, and obtaining any third party consents which may be required for Buyer's intended use of the Property postclosing ("Buyer's Due Diligence"). If Buyer is not satisfied with the results of its Due Diligence, for any reason in Buyer's sole discretion, Buyer must either terminate this Agreement on or prior to the expiration of Buyer's Due Diligence Period in a written notice to Seller, or proceed with Closing. If Buyer terminates this Agreement by giving written notice to Seller on or before the expiration of the Buyer's Due Diligence Period, this Agreement shall terminate, in which case the Earnest Money Deposit, together with any accrued interest thereon, shall be returned to Buyer, and both parties shall be relieved of all further obligations under this Agreement. If Buyer does not terminate this Agreement on or before the expiration of Buyer's Due Diligence Period, this transaction shall proceed to Closing whereby Buyer shall be obligated to purchase the Property and make the Purchase Price payments as set forth in Section 3 above.

C. Security Documents. Seller and Buyer shall have agreed to the terms of the Deed of Trust and Promissory Note wherein the Buyer's obligation to timely make all payments of the Purchase Price for the Property when and as due to the Seller shall be secured by Seller's security interest in the Property. Seller shall provide the Security Documents to Seller within thirty (30) days following the Effective Date for Buyer's review and approval. If the parties cannot agree to the form of the Security Documents on or by the expiration of the Buyer's Due Diligence Period, this Agreement shall terminate, in which case the Earnest Money Deposit, together with any accrued interest thereon, shall be returned to Buyer, and both parties shall be relieved of all further obligations under this Agreement.

D. Seller's Covenants. Seller shall continue to maintain the Property from the Effective Date through the Closing Date in the normal course of business. Seller shall continue to perform its obligations under the Seller's Leases, enforce its Tenant's obligations under the Seller's Leases, and not terminate any of the Seller's Leases without the Buyer's prior written consent. Seller shall keep and maintain Seller's Water Rights and Seller's Mineral Interests, if any, as they exist on the Effective Date, through the Closing Date and Seller shall not sell, convey, transfer or otherwise dispose of any of Seller's Water Rights or Seller's Mineral Rights, if any.

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/\_\_\_\_\_/ Seller Buyer

#### E. Seller's Representations.

- 1. Seller represents that as of the Effective Date there are no, and as of the Closing Date there will be no, owner's association assessments or dues related to, or burdening, the Property.
- 2. Seller represents that as of the Effective Date there are no, and as of the Closing Date there will be no debts, duties, or obligations (other than ordinary course operating expenses and those set forth in the Seller's Leases) with respect to the Property, which are based on, arise from or result from events occurring during Seller's ownership of the Property up to and including the Closing Date.
- 3. Seller represents that as of the Effective Date, and as of the Closing Date, all tenants for all Seller's Leases have paid all rents due and are, to Seller's knowledge, each in full compliance with its duties and obligations under the Seller's Leases.
- 4. Seller represents that as of the Effective Date, and as of the Closing Date, that to the knowledge of the Seller, its members, and its managers, there are no suits, claims, demands, causes of action, damages, or losses which are based on, arise from or result from events occurring during the Seller's period of ownership of the Property up to and including the Closing Date.
- 5. If Buyer, during the Buyer's Due Diligence Period, provides the Seller a written request to relocate any specific tenant(s) of the Property and the date by which the tenant(s) needs to vacate the Property, Seller will provide Buyer a written response prior to the expiration of the Buyer's Due Diligence Period. If Seller is unable to obtain a requested tenant's approval to vacate the property by the date specified in the written notice from Buyer to Seller during the Buyer's Due Diligence Period, the Buyer may terminate this Agreement, in which case the Earnest Money Deposit and any accrued interest thereon shell be returned to the Buyer, and both parties shall have no further obligations under this Agreement.
- 6. Seller represents that as of the Effective Date, each of Seller's tenants are in compliance with all terms and conditions of the Seller's Leases applicable to said tenant, that, to Seller's knowledge, no tenant has any claim against Seller (known or unknown) under or arising from the Seller's Leases applicable to said tenant, and that Seller has not breached any provision of any of the Seller's Leases.

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- 7. Seller represents that it has received consent by the Seller's Members to sell the Property to the Buyer for the Purchase Price and on the terms and conditions set forth in this Agreement.
- F. Seller's Disclosures. Seller makes each of the following disclosures to Buyer:

**Noxious Weeds**. Buyers of property in the State of Montana should be aware that some properties contain noxious weeds. The laws of the State of Montana require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your obligations as an owner of property, contact either your local County extension agent or Weed Control Board.

**Megan's Law**. Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code Annotated, certain individuals are required to register their addresses with the local law enforcement agencies as part of Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the information concerning registered offenders available to the public. If you desire further information please contact the local County Sheriff's Office, the Montana Department of Justice in Helena Montana, and/or the probation officers assigned to the area.

**Radon Statement**. Pursuant to the Montana Radon Control Act, Montana Code Annotated 75-3-606, Seller is obligated to advise Buyer that <u>RADON is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal guidelines have been found in buildings in Montana. Additional information regarding radon and radon testing may be obtained from your county or state public health unit. If the Property has been tested for radon, the Seller shall provide a copy of the test result concurrent with an executed copy of this Agreement. If the Property has received radon mitigation treatment, the Seller shall provide the evidence of the mitigation treatment concurrent with an executed copy of this Agreement.</u>

**Lead Paint.** Lead paint used in construction may be present in any commercial building. Historically, lead paint has been used in plumbing, wiring and paint. Buyer acknowledges the possible presence of lead paint and will hire competent experts if Buyer deems it necessary.

**Wetland Disclosure.** The Property may contain wetlands and any development or construction or development activities contemplated in these areas may not occur without obtaining appropriate 310 or 404 permits, which shall be the responsibility of

Purchase and Sale Agreement Commercial Property - Intersection of Hwy 191 and Hwy 64 April 2024 - Page 8

Buyer.

**Smoke Detector Disclosure**. Pursuant to the provisions of Title 70, Chapter 20, Part 1 of the Montana Code Annotated, Seller notifies Buyer that if any Improvement is being used as a dwelling, the Improvement is equipped with smoke detectors.

G. Buyer's Representations and Deliverables. Buyer represents that it has received consent by the Buyer's Board to purchase the Property for the Purchase Price and that it has sufficient resources readily available to pay the Purchase Price when due as specified in Section 3 herein. Further, Buyer shall pledge the Property to Seller as security for Buyer performing Buyer's obligation to make each Purchase Price payment when due and payable pursuant to Section 3 herein; *provided however*, Buyer makes no representations to Seller that the Seller's Leases shall be extended beyond their current terms or will remain in place for the entire Purchase Price payment period and it is expressly understood and agreed that Seller's security rights shall be set forth in the Security Documents described in Section 7(c) and nothing in this Section shall expand such rights.

Closing and Closing Agent. The closing of the sale and purchase of the Real Property 8. and Improvements, to include the transfer of the Seller's Water Rights and Seller's Mineral Rights, if any, and the assignment of the Seller's Leases; the Buyer's execution of the Security Documents for the Property securing Buyer's payment of the Purchase Price; and the credit of the Earnest Money Deposit against the Purchase Price and Buyer's payment of the first Purchase Price payment as specified in Section 3 herein (collectively, the "Closing") shall take place at the offices of the Escrow Agent on July 1, 2024 or at such other time and place as the parties may mutually agree to in writing ("Closing Date" or "Date of Closing"). The Escrow Agent shall be Security Title Company located at 1160 South 29th Avenue, Bozeman, MT 59718/59771. The parties shall deposit with the Escrow Agent all instruments and monies necessary to complete the closing of the transaction in accordance with the terms of this Agreement. Buyer shall be entitled to possession of the Property, subject to the tenants' rights of possession in the Seller's Leases, immediately upon the recording of the Warranty Deed. The Escrow Agent's customary Closing costs shall be equally shared between the parties. If tenants paid security deposits pursuant to the Seller's Leases, such security deposits shall be paid by Seller to Buyer at Closing.

9. <u>Allocation of Purchase Price</u>. Seller and Buyer shall mutually agree to the allocation of the the Purchase Price between depreciable and real property as recommended by the Buyer and Seller's individual tax and financial advisors

10. <u>Proration of Taxes, Assessments, Utilities and Rent Payments</u>. All real property taxes, assessments, and utilities, and rent payments for Seller's Leases shall be prorated as of the Closing Date. Seller shall pay all real property taxes and assessments for all prior years up to and including the Closing Date. Buyer shall pay all real property taxes and assessments after the Closing Date. As of the Closing Date, Seller shall pay all amounts due and payable for all utility

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\_\_\_\_\_/\_\_\_\_Seller Buyer

expenses of all kinds on the Real Property incurred prior to and including the Closing Date and shall cooperate with Buyer in making all necessary arrangements to transfer such accounts to Buyer's name.

11. <u>No Realtor Commissions</u>. The parties acknowledge neither is represented by any realtor/broker in this transaction, and neither owes any commission to any realtor/broker as a result of this transaction. If a party has used a realtor/broker related to this transaction that party shall be solely responsible for paying a commission to said realtor/broker, and shall indemnify and hold harmless the other party for any claim of a commission being owed to a realtor/broker. The provisions of this Section 11 shall survive closing.

# 12. <u>Remedies</u>.

*12.1 Seller Remedies.* If Buyer fails to perform any of the obligations required hereunder as and when due, including the deposit of all necessary documents and funds by the Closing Date, Seller may deliver to Buyer and Escrow Agent a written notice to Buyer demanding that Buyer comply with the terms hereof within five (5) business days following Buyer's receipt of the notice. If Buyer has not complied by the end of the allowed period, Seller may, at its option: (i) terminate this Agreement by giving written notice to Buyer, in which event the Earnest Money Deposit previously paid by Buyer, together with any interest thereon, shall be distributed to Seller as liquidated damages for Buyer's breach of this Agreement, it being understood and agreed by the parties that it would be impracticable or extremely difficult to fix the actual damage; (ii) enforce specific performance by Buyer of Buyer's obligations hereunder; or (iii) pursue any other remedy available at law or in equity.

*12.2 Buyer Remedies.* If Seller fails in any manner to perform any of the obligations required hereunder as and when due, Buyer may deliver to Seller and Escrow Agent a written notice to Seller demanding that Seller comply with the terms hereof within five (5) business days from Seller's receipt of the notice. If Seller has not complied by the end of the allowed period, Buyer may, at its option (i) terminate this Agreement by giving written notice to Seller, in which the Earnest Money Deposit previously paid by Buyer, together with any interest thereon shall be refunded to Buyer, and this Agreement shall have no further force or effect except as otherwise provided in this Agreement; (ii) enforce specific performance by Seller of Seller's obligations hereunder; or (iii) pursue any other remedy available at law or in equity.

13. <u>Certifications</u>. Buyer represents that the undersigned representative of Buyer is duly authorized to enter into this Agreement on behalf of Buyer and to bind Buyer and that Buyer has duly considered and authorized this transaction pursuant to binding Resolutions of the Buyer. Seller represents that the undersigned representative of Seller is duly authorized to enter into this Agreement on behalf of Seller and to bind Seller and that Seller has duly considered and

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authorized this transaction pursuant to binding Resolutions of the Seller. All such resolutions shall be provided to Escrow Agent.

14. <u>Risk of Loss</u>. Seller shall bear the risk of loss of the Property until the Closing. After the Closing, the Buyer shall bear the risk of loss of the Property.

15. <u>Time of the Essence</u>. Time is of the essence with regard to the performance of the obligations of Seller and Buyer in this Agreement and all clauses and payments required herein. If the date for any such performance falls on a Saturday, Sunday, or banking holiday, the date of performance shall be extended to the next regular business weekday. Unless otherwise specified in the Agreement, all references to "days" refer to calendar days.

16. <u>Binding Effect; Assignability</u>. This Agreement is binding upon the successors and assigns of each of the parties hereto. Except as otherwise permitted in paragraph 22 below, neither party may assign its rights hereunder without the prior written consent of the other party.

17. <u>Improvements; Fixtures; and Personal Property</u>. All permanently installed improvements, fixtures and fittings that are attached to the Real Property are included in the Purchase Price. The Personal Property and detachable trade fixtures situated in the Real Property subject to Seller's Leases are owned by the tenants and shall not be conveyed with the Real Property.

18. Buyer's Representations; Examinations. Buyer acknowledges that it, through its authorized representatives, has examined the Property, solely enters into this Agreement in full reliance upon its independent investigation and judgment, and that prior verbal representations by the Seller or Seller's agents or representatives do not modify or affect this Agreement. Except as specifically provided herein, Buyer is acquiring the Property in an "AS IS" and "WHERE IS" condition with all faults and defects, and Buyer acknowledges and agrees that except as specifically provided herein, Seller has not made, does not make, and specifically disclaims, any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether expressed or implied, oral or written, past, present or future, of, as to, concerning or with respect to (a) the nature, quality or condition of the Property, including, without limitation, the Seller's Water Rights and the Seller's Mineral Rights; (b) the income to be derived from the Property or the Seller's Leases; (c) the suitability of the Property for any and all activities and uses which Buyer may intent to conduct thereon; (d) the habitability, merchantability or fitness for a particular purpose of the Property; and (e) any other matter related to or concerning the Property. The parties agree that except as specifically stated herein all warranties, express or implied, are excluded from this sale.

19. <u>Attorney's Fees</u>. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or

Purchase and Sale Agreement Commercial Property - Intersection of Hwy 191 and Hwy 64 April 2024 - Page 11

\_\_\_\_/ Seller Buyer prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, or any appeal thereof, in addition to any other relief to which that party may be entitled.

20. <u>Jurisdiction and Venue</u>. The laws of the State of Montana shall govern the construction and interpretation of this Agreement and venue shall be Gallatin County, Montana where the Real Property is located.

21. <u>Notices</u>. All notices or deliveries required under this Agreement shall be hand-delivered or given by facsimile transmittal, electronic mail (email), regular mail, or overnight courier directed to the telecopier number, email address, or mailing address of Buyer and Seller set forth under their signatures, or to the attorney representing such parties at the regular office address, office fax number, or business e-mail address of such attorney. All notices so given shall be considered effective, if hand-delivered, when received; if delivered by facsimile, as of the time and date of the printed confirmation of successful transmission from the sending telecopier machine; if delivered by email transmittal, upon written confirmation of transmittal or receipt; if delivered by courier, one business day after timely deposit with the courier service, charges prepaid; or if mailed, three days after deposit, first class postage prepaid, with the United States Postal Service. Either party may change the address to which future notices shall be sent by notice given in accordance with this Section.

22. <u>Amendments; Entire Agreement; Construction</u>. This Agreement can be modified only in writing, signed by each of the Seller and Buyer. This Agreement shall constitute the entire agreement between Seller and Buyer and supersedes any other written or oral agreements between the parties. Should any of the provisions or terms of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing this Agreement shall not apply a presumption that such provision(s) or term(s) shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared it, as it is agreed that all parties have participated in the preparation and review of this Agreement. Further, the parties specifically acknowledge and agree that each has either retained, or had the opportunity to retain, separate independent counsel to represent said party in connection with this Agreement.

23. <u>Severability.</u> If any provision of this Agreement shall be illegal, void, invalid or unenforceable under present or future laws, the remaining provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby and such remaining provisions shall be construed in a manner most clearly approximating the intention of the parties with respect to the illegal, invalid, void or unenforceable provision of this Agreement.

24. <u>No Joint Venture.</u> It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other joint or equity type agreement

Purchase and Sale Agreement Commercial Property - Intersection of Hwy 191 and Hwy 64 April 2024 - Page 12

\_\_\_\_\_/\_\_\_\_Seller Buyer

between Buyer and Seller. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Agreement, and no such other person, firm, organization or corporation shall have any right or cause of action under this Agreement.

25. <u>Survival.</u> Except as otherwise specifically provided herein or in the Warranty Deed, the acceptance of the Warranty Deed by the recordation thereof shall be deemed to be a full and complete performance and discharge of every agreement and obligation of the Seller herein contained. Without in any way limiting the foregoing, all provisions herein stating that the provision survives Closing shall survive Closing.

26. <u>1031 Tax Deferred Exchange</u>. Seller reserves the right, but not the obligation, for this transaction to be part of a Section 1031 like-kind exchange. Buyer shall cooperate in the completion of any like-kind exchange but will not incur any additional liability or cost in doing so. Should Seller elect for this transaction to be part of a Section 1031 like-kind exchange, Seller and/or its Assigns, may assign its rights under this Agreement to a qualified intermediary or any entity expressly created for the purposes of completing a Section 1031 like-kind exchange without the consent of the Buyer as long as the assigning party remains obligated to perform its obligations under this Agreement.

27. <u>Acceptance; Counterpart; and Facsimile or Electronic Signature</u>. This Agreement shall be binding upon and accrue to the benefit of the parties upon written signature of both of the parties. This Agreement may be executed in two (2) or more counterparts each of which, upon execution and delivery as prescribed, shall be deemed to be an original for all purposes. Buyer and Seller agree that facsimile and e-mailed (.pdf) signatures, and electronic signatures, will be binding on the parties.

/// Signatures on the Following Pages ///

Purchase and Sale Agreement Commercial Property - Intersection of Hwy 191 and Hwy 64 April 2024 - Page 13

\_\_\_\_\_/\_\_\_\_Seller Buyer

IN WITNESS WHEREOF, the parties have executed this Real Estate Purchase and Sale Agreement or caused their duly authorized representatives to execute this Real Estate Purchase and Sale Agreement effective as of the date first above written.

#### **BUYER: BIG SKY RESORT AREA DISTRICT**

\_\_\_\_

\_\_\_\_\_

By: \_

Sarah Blechta Board Chair

By: \_\_\_\_\_ Ciara Wolfe Board Vice Chair

\_\_\_\_

By:

Grace Young Board Member By:

Kevin Germain Board Member

#### SELLER: WESTERN MOUNTAIN INVESTMENTS, LLC

By: \_

Michael Schreiner Authorized Representative

#### **SELLER: WINCHESTER HOLDINGS, LLC**

By: \_\_\_\_

Michael Schreiner Authorized Representative

Purchase and Sale Agreement Commercial Property - Intersection of Hwy 191 and Hwy 64 April 2024 - Page 14

## Exhibit 1 Legal Description of Real Property

Parcel I:

Tract 2, of Certificate of Survey No. 2352, located in the NE1/4SE1/4 of Section 32, Township 6 South, Range 4 East, P.M.M., Gallatin County, Montana, according to the official survey thereof on file and of record in the office of the County Clerk and Recorder, Gallatin County, Montana.

Parcel II:

Tract 3, of Certificate of Survey No. 2361, located in the NE1/4SE1/4 of Section 32, Township 6 South, Range 4 East, P.M.M., Gallatin County, Montana, according to the official survey thereof on file and of record in the office of the County Clerk and Recorder, Gallatin County, Montana.

Purchase and Sale Agreement Commercial Property - Intersection of Hwy 191 and Hwy 64 April 2024 - Page 15

# Exhibit 2(A) Seller's Water Rights

[List to be attached by Seller]

Purchase and Sale Agreement Commercial Property - Intersection of Hwy 191 and Hwy 64 April 2024 - Page 16

# Exhibit 2(B) Seller's Mineral Rights

Seller has no knowledge of or documentation pertaining to whether there are or are not any mineral rights of any kind associated with the Real Property.

Purchase and Sale Agreement Commercial Property - Intersection of Hwy 191 and Hwy 64 April 2024 - Page 17

#### Exhibit 2(C) Seller's Leases

List of the Leases are as follows and copies shall be provided to Buyer during the Due Diligence Period:

Commercial Lease to Grizzly Outfitters, Inc. which was assigned by a First Amendment to the Commercial Lease to Christy Sports L.L.C, the term commenced January 1, 2022 and expires on November 30, 2026 with two (2) five (5) year options to renew.

Commercial Lease to Stillwater Architecture, the term commences November 1, 2023 and expiring October 31, 2024 with two (2) one (1) year options to renew.

Commercial Lease with Stay Montana, LLC, the term commenced November 1, 2020 and expired October 31, 2023 which was renewed for an additional two (2) year term expiring October 31, 2025. The lease includes one more option to extend for a two year term.

Residential Lease with Big Sky Ski Education Foundation, the term commenced on February 1, 2023 and expires on April 30, 2025.

Purchase and Sale Agreement Commercial Property - Intersection of Hwy 191 and Hwy 64 April 2024 - Page 18

#### Exhibit 3

#### FORM OF WARRANTY DEED

#### WARRANTY DEED

FOR VALUABLE CONSIDERATION, the receipt of which is acknowledged, WESTERN MOUNTAIN INVESTMENTS, LLC, a Montana limited liability company and WINCHESTER HOLDINGS, LLC, a Montana limited liability company (collectively the "Grantor"), grants unto **BIG SKY RESORT AREA DISTRICT**, a Montana resort area district ("Grantee"), real property located in Gallatin County, Montana more particularly described below as:

#### [Insert legal description]

TOGETHER with all buildings, fixtures and improvements thereon and all rights-of-way, tenements, hereditaments, privileges and appurtenances thereto.

TO HAVE AND TO HOLD unto Grantee, and Grantee's successors and assigns, forever, SUBJECT TO THE FOLLOWING:

- (a) Reservations and exceptions in patents from the United States and the State of Montana.
- (b) Existing easements and rights-of-way, visible or of record, and existing encroachments, if any.
- (c) Mineral and royalty reservations and conveyances of record.
- (d) Building, use, zoning, sanitary and environmental restrictions, requirements, notices, waivers and all other items of record, excepting and excluding monetary liens of record.
- (e) Taxes and assessments for 2024 and subsequent years.

EXCEPT with reference to the items referred to in paragraphs (a) to (e) inclusive, this deed is given with the usual covenants expressed in Montana Code Annotated § 30-11-110.

DATED \_\_\_\_\_, 20\_\_.

[INSERT SIGNATURE AND NOTARY BLOCK]

Purchase and Sale Agreement Commercial Property - Intersection of Hwy 191 and Hwy 64 April 2024 - Page 19

From:	Peter Schmidt
То:	Daniel Bierschwale
Subject:	First Security Bank
Date:	Tuesday, March 5, 2024 3:31:30 PM
Attachments:	image001.png
	image002.png
	image003.png

#### Hi Daniel,

It was great to talk to you today and get a better picture of what you have going on and planned for the Big Sky area. After a brief review of what you are looking at, below is the outline of what we would propose. I'm confident that we could get an approval for this project, however a full review would be needed to issue a commitment.

- Approximately \$6,000,000 loan
- Loan amortized up to 25 years
- Flat \$12,000 origination fee
- All 3<sup>rd</sup> party fees to be paid by BSRAD
- Interest rate 6.40% (annual percentage rate)
- Rate could be locked for up to 8 years
- Loan would balloon in 8 years, matching the resort district's current expiration date. An extension could certainly be considered if desired at that time.
- No prepayment penalty
- Clean title required on property

Thanks again Daniel and please let me know if you have questions or concerns regarding any of this. We appreciate the opportunity to take a look at it.



## **Peter Schmidt**

Branch President/Commercial Lender Direct: 406.556.3834 | Main: 406.585.3800 642 Cottonwood Rd Bozeman, MT 59718 NMLS ID: 658393 peter.schmidt@ourbank.com



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and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and delete the original message.

# Term (Years)

# **Financing Options**

3

	Amount	Finance Charge		Total Payment	
7/1/2024	\$ 4,675,000.00	\$	316,666.66	\$	4,991,666.66
7/1/2025	\$ 2,200,000.00	\$	541,666.67	\$	2,741,666.67
7/1/2026	\$ 2,175,000.00	\$	541,666.67	\$	2,716,666.67
Total	\$ 9,050,000.00	\$	1,400,000.00	\$	10,450,000.00

# FSB Financing

Seller Financing

Option 1:

	Amount		Fees + Interest		Total Payment		
7/1/2024	\$ 4,000,000.00	\$	12,000.00	\$	4,012,000.00		
7/1/2025	\$ 68,345.92	\$	382,018.28	\$	450,364.20		
7/1/2026	\$ 5,931,654.08	\$	377,513.54	\$	6,309,167.62		
Total	\$ 10,000,000.00	\$	771,531.82	\$	10,771,531.82		

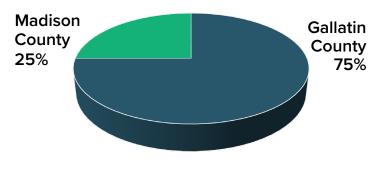
## Option 2:

option 2.				
	Amount	F	ees + Interest	Total Payment
7/1/2024	\$ 4,000,000.00	\$	12,000.00	\$ 4,012,000.00
7/1/2025	\$ 68,345.92	\$	382,018.28	\$ 450,364.20
7/1/2026	\$ 72,850.66	\$	377,513.54	\$ 450,364.20
7/1/2027	\$ 77,652.34	\$	372,711.86	\$ 450,364.20
7/1/2028	\$ 82,770.47	\$	367,593.73	\$ 450,364.20
7/1/2029	\$ 88,225.98	\$	362,138.22	\$ 450,364.20
7/1/2030	\$ 94,041.06	\$	356,323.14	\$ 450,364.20
7/1/2031	\$ 100,239.41	\$	350,124.79	\$ 450,364.20
7/1/2032	\$ 5,415,874.16	\$	343,517.90	\$ 5,759,392.06
	\$ 10,000,000.00	\$	2,923,941.46	\$ 12,923,941.46





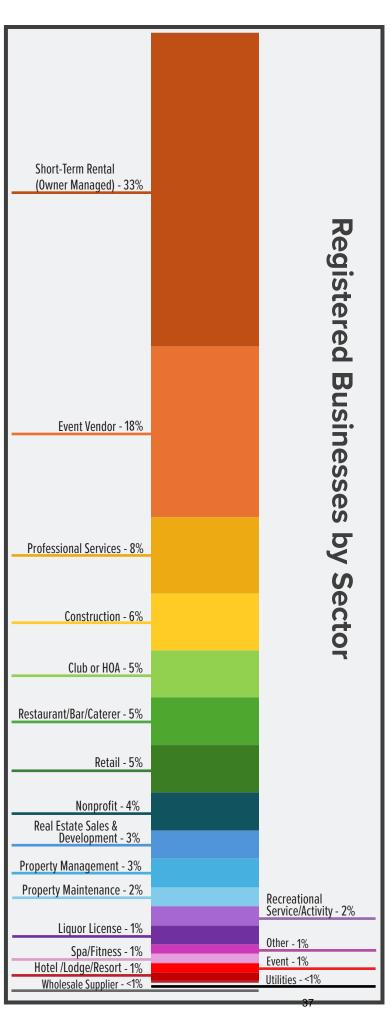
NUMBER OF REGISTERED BUSINESSES by COUNTY

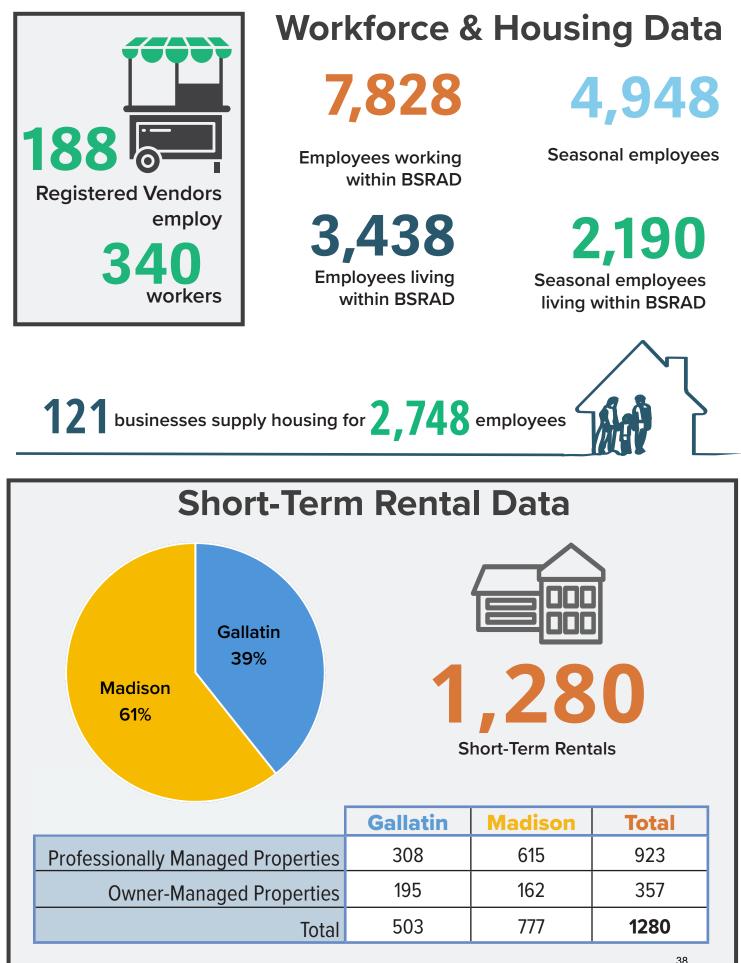


### COLLECTORS

44% of businesses collect & remit Resort Tax

All businesses operating in the District are required to register, but those providing goods or services considered necessities of life are exempt from collecting the tax.



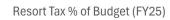


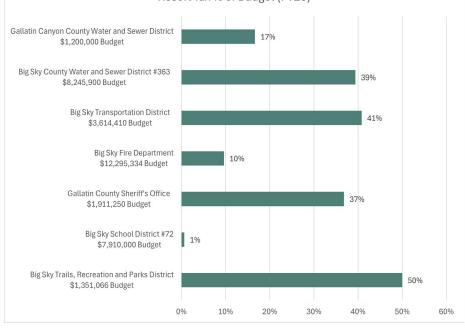
	CAPITAL REQUESTS									
Entity & Project Name	Request	Resort Tax % of funding FY25	Total Project Cost FY25	Start Date	End Date	Impact Area	Forecasted Request			
Big Sky County Water and Sewer District #363 Little Coyote Sewer Access and New Road Engineering	\$ 100,000	67%	\$ 150,000	Summer 2024	Summer 2025	Public Works	No			
Big Sky County Water and Sewer District #363 Water Master Plan and Capital Improvements Plan	\$ 185,000	62%	\$ 300,000	June 2024	April 2025	Public Works	No			
Big Sky County Water and Sewer District #363 Mountain Village Water Tank Replacement Engineering	\$ 250,000	83%	\$ 300,000	Spring 2024	Fall 2025	Public Works	No			
Big Sky School District #72 Teacher and School employee Housing	\$ 375,000	25%	\$ 1,500,000	February 2024	June 2025	Housing	No			

	GOVERNMENT ENTITY REQUESTS													
Entity	FY25 Operations	FY26 Operations	FY27 Operations	FY25 Capital	FY24 Operations	FY24 Capital	Restricted Reserves	Unrestricted Reserves	Tax Authority	Current Area Taxable Value	Current Rate	Max Rate	People Served Annually	Measuring
Big Sky School District #72	\$ 50,000	\$ 50,000	50,000	\$ 375,000	\$-	\$-	\$-	\$-	Bonds	\$ 106,704,259	\$ 2,456,050	\$ 2,456,050	395	Enrollmen
Gallatin Canyon County Water and Sewer District	\$ 200,000	\$ 200,000	200,000	\$-	\$ 200,000	\$-	\$-	\$ 51,142	N/A	-	-	-	0	Populatior metering
Big Sky County Water and Sewer District #363	\$ 500,000	0 \$ 500,000	0 \$ 500,000	\$ 535,000	\$-	\$ 560,000	\$ 17,618,790	\$ 244,501	Mills	\$ 67,603,232	4.79	0.00	3,000	Resident c records
Big Sky Trails, Recreation and Parks District	\$ 675,533	3 \$ 743,086	6 \$ 817,395	\$-	\$ 1,123,936	\$-	\$-	\$-	Assessments	\$-	\$ 62.73	\$ 125.46	50,000	BSCO parl pass scan
Gallatin County Sheriff's Office	\$ 703,750	) \$ 729,760	0 \$ 757,069	\$-	\$ 655,688	\$-	-	-	N/A	-	-	-	435,000	RMS and C manage al
Big Sky Fire Department	\$ 1,150,000	\$ 1,184,500	) \$ 1,220,035	\$-	\$ 1,030,589	\$-	\$ 5,800,000	\$ 4,294,746	Mills	\$ 193,934,545	55.65	55.65	10,000	Calls, insp calls
Big Sky Transportation District	\$ 1,475,000	\$ 1,525,000	\$ 1,575,000	\$-	\$ 1,175,000	\$-	\$ 1,470,760	\$-	Mills	\$ 75,000,000	-	-	950	Riders
Operations Total	\$ 4,504,283	3 \$ 4,682,346	6 \$ 4,869,499											

Operations Total \$ 4,504,283 \$ 4,682,346 \$ 4,869,4	99
Capital Total \$ 535,000 - \$ 2,000,0	00
Debt Service \$ 3,145,122 \$ 3,302,379 \$ 3,467,4	97
Draft BSRAD Budget \$ 1,554,139 \$ 1,581,671 \$ 1,627,9	06
Request Total \$ 5,039,283 \$ 4,682,346 \$ 6,869,4	99
Grand Total \$ 9,738,544 \$ 9,566,396 \$ 11,964,9	02

	_	Government				ecasted	*Based on FY24 available
Impact Area	Requ	lest	Req	uest	Αιιο	cation*	funds
Arts & Culture	\$	-	\$	472,500	\$	569,060	
Conservation	\$	-	\$	1,058,865	\$	1,444,537	
Economic Development	\$	-	\$	907,000	\$	919,251	
Education & Childcare	\$	50,000	\$	1,019,809	\$	1,619,632	
Health & Safety	\$	1,853,750	\$	415,000	\$	2,407,562	
Housing	\$	375,000	\$	2,000,000	\$	2,670,250	
Public Works*							1
Includes debt service	\$	5,855,122	\$	617,610	\$	6,084,565	
Recreation	\$	675,533	\$	1,636,909	\$	1,794,728	





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park and trail counters, BASE
cans
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			FY2	22-642	24 Awards			
FY22		FY23		FY24	ļ	FY25	Forecast	_
\$	-	\$	-	\$	130,000	\$	-	FY24-Pipeline feasibility
\$	883,496	\$	918,836	\$	1,030,589	\$	-	
\$	-	\$	55,000	\$	-	\$	-	
\$	850,000	\$	950,000	\$	1,175,000	\$	1,300,000	
\$	25,000	\$	-	\$	1,123,936	\$	1,268,830	
\$	376,878	\$	414,299	\$	655,688	\$	713,719	
\$	74,000	\$	200,000	\$	421,306	TBD		FY24-Pipeline feasibility included
\$	-	\$	-	9	\$560,000.00			
\$	450,000	\$	876,565	\$	-	\$	-	
\$	-	\$	-	\$	-	\$	-	
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► BIG SKY COUNTY WATER & SEWER DISTRICT No. 363

PO BOX 160670 - 561 LITTLE COYOTE RD - BIG SKY, MT 59716 - 406-995-2660 - FAX 406-995-3053 - Email -OFFICE@WSD363.COM

April 9, 2024

Big Sky Resort Area District ATTN: Jenny Muscat 11 Lone Peak Drive, Suite #204 P.O. Box 160661 Big Sky, MT 59716

#### **Re: FY25 GOVERNMENT SERVICES APPLICATION QUESTIONS**

Dear BSRAD:

Herein we have provided responses to your questions presented to the Big Sky County Water and Sewer District (BSCWSD, or District) on April 2<sup>nd</sup>. Questions from BSRAD are in bold, our responses are in normal text. Please do not hesitate to contact us with any follow-on questions.

Thank you for your time, consideration, and funding assistance to date.

Sincerely,

Johnny O'Connor General Manager Big Sky County Water & Sewer District No. 363

#### QUESTIONS

**Sponsor Questions:** 

- Please provide the names and email addresses of the individuals who will be representing your organization at the Review Meetings:
  - Wednesday, April 17:
    - johnny@wsd363.com
    - terry@wsd363.com
    - scott.buecker@ae2s.com
  - Wednesday, May 8:
    - johnny@wsd363.com
    - terry@wsd363.com
    - scott.buecker@ae2s.com
- Do you have the ability (even if not implemented) to levy bonds, assessments, or fees in addition to mills?
  - Are there statutory limits on how much you can levy in bonds, assessments, mills, and fees? If so are these of concern for the longevity of the District?
    - The District does not have any standing statutory authority to levy bonds or assessments. Any mill levy would have to be voter approved for a specific instance. Fees are subject to a rate hearing if increases are more than 5% annually.
  - Are you at maximum capacity for bonds, assessments, mills, and fees?
    - Bonding capacity through fees (rates) will be limited moving forward. Mill levies could support additional bonds in an emergency issuance but would need voter approval.
  - When was the last time you adjusted your bonds, assessments, mills, and fees? Please explain.
    - The District reviews these items annually and just increased fees to address both capital and operational funding needs.
  - What is the sunset date of your current mills?
    - The mill levy will sunset with the full retirement of mill levy debt in 2027.
  - Do you plan to levy bonds, assessments, mills, and fees in the next 3 years?
    Please explain.
    - The District will continue annually reviewing and adjusting fees (rates). We are currently projecting 5% increases per year for the next 3 years, but a full study will be performed soon.



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- Do you charge fees for services and are the limitations on the maximums you can charge?
  - When was the last time fees for services were adjusted? Please explain.
    - Fees were adjusted 15% for the current fiscal year; however, water and sewer rates are subject to impacts from both the changes to demand resulting from increased rates and the effects weather patterns have on usage.
  - $\circ$   $\,$  Do you plan to adjust fees for services in the next 3 years? Please explain.
    - Yes. The District will continue annually reviewing and adjusting fees (rates) and is completing a comprehensive rate study in 2024. We are currently projecting 5% increases per year for the next 3 years, but that is subject to change based on the results of the comprehensive study.

#### • Of the number of people you serve, estimate the number that are residents vs visitors.

- Based on water use, wastewater generation and census data, we estimate the yearround residential population in the BSCWSD service area is now approximately 2,500 to 3,000 people.
- We estimate our annual water demand and wastewater generation represents the equivalent of approximately 5,000 to 6,000 people on a daily average basis.
- Therefore, approximately 50% of the District's services are for year-round residents, and about 50% are visitors.
- However, please keep in mind that water and sewer services must be designed and built to accommodate peak demands, not average annual, and our system has been built based on peak visitation conditions. We estimate that in peak visitation periods (e.g., winter holidays and spring break), approximately 25% of our service is for residents, and 75% is for visitors.

#### • What are your hurdles for forecasting future budgets or expenses?

- The District's biggest budgetary and monetary hurdles are:
  - 1. Cost of living conditions for our workforce.
  - 2. Construction-related inflation/escalation, related to labor, housing, materials.
  - 3. Unforeseeable litigation that requires reserve spending.
- Can you use other forms of public funds you currently aren't implementing? Please specify if these funds can be used for capital or operations.
  - The District can and has used State Revolving Fund (SRF) money for capital projects. SRF is federal funding distributed to the State's for disbursement that is based on project qualifications and financial capacity (it is not need-based). Last time a bond was issued, this funding source was not able to fully fund the whole project cost.

- We also competed heavily for and secured some American Rescue Plan Act (ARPA) funding for the Big Sky WRRF project.
- We also apply for Montana Coal Endowment Program (MCEP) and Renewable Resource Grant and Loan Program (RRGL) funding through Montana Department of Natural Resources and Conservation (DNRC). Frankly, Big Sky County Water and Sewer District has not scored well on these programs as the scoring is partially need-based and the perception is that Big Sky region can fund its own infrastructure.
- Please explain why your current mill levy rate of 4.79 exceeds your max mill levy rate of 0.0.
  - The current mill levy is tied to a voter approved general obligation bond issuance that is due to expire in 2027. District bonding is not available for any projects.
- At what rate (% increase) would you need to raise user rates to cover the amount being requested for: This is a complex calculation; the District is initiating a new rate study in 2024 that will more accurately answer this question. Preliminary estimates are provided below:

0	Operations:	Approximately	15%
0	Little Coyote Sewer Access and New Road Engineering	Approximately	3%
0	Water Master Plan and Capital Improvements Plan	Approximately	5-6%
0	Mountain Village Water Tank Replacement Engineering	Approximately	7-8%

- Your application indicated you do not anticipate requesting Resort Tax funds for capital projects in FY26 or FY27, but your anticipated Resort Tax revenue provided in the revenue table indicates Resort Tax funding well beyond the \$500,000 for Operations. Please explain what you anticipate needing Resort Tax for the additional \$3,000,000 in FY26 and \$3,250,000 in FY27.
  - These are the estimates for the 1% resort tax funding that has been approved by voters to cover the WRRF debt service.
- BSRAD's budgeted allocation was set in November using forecasts from FY24, the total unbudgeted amount increased Public Works requests by ~\$1,000,000, please be aware as a result if funded this will leave a potential funding gap of ~\$400,000 for Nonprofit Public Works projects. *No response is needed, but just sharing as an FYI*.
  - Noted, thank you for this information, we will factor that in moving forward.
- Do you feel that any of these projects can be done further down the road or paid for completely out of the district considering none of them were contemplated in any of your previous forecasts?
  - Operations: Higher operations costs were foreseen, to an extent, but the magnitude of the escalation in labor costs was not fully understood until hires were being



**BIG SKY COUNTY WATER & SEWER DISTRICT No. 363** 

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negotiated. Electrical and chemical costs for the WRRF have also inflated substantially in the last three to four years.

- The condition of the Little Coyote sewers (sediment accumulation) was only discovered recently.
- The Water Master Plan and Capital Improvements Plan were included in previous forecasts.
- The condition of the foundation of the Mountain Village Water Tank was only discovered recently.
- How do you manage your reserves and were they considered for funding any of these projects?
  - The District's reserves have largely been used to defend the District against recent litigation, as well as to fund the Big Sky WRRF Improvements project. The District will work towards rebuilding reserves with future rate increases.

#### **Project Questions: FY25-FY27 Operations**

- What has changed in your operations that now justifies BSRAD annual funding for a fee-based WSD that only serves a certain percentage of Big Sky residents? Please explain your rationale for the amount requested and the specifics of which costs have increased.
  - Labor cost escalation
  - Chemical cost escalation
  - o Electricity cost escalation
  - In addition, while the direct customers are only a portion of the Big Sky residents, the District is critical to serving the majority of the visitors, tourists and economic base of Big Sky.
- Total costs for your organization were ~\$4.8M in FY23, \$5.9M in FY24, and ~\$6.4M budgeted for FY25. The District has conducted a more thorough estimate for FY25 since our original submission. We currently estimate the FY25 budget is \$7.5M. Is the \$1.6M outlined in the project budget the only contribution to these increases? The District plans to increase user rates to fund the increase in projected budgets. We are asking BSRAD for assistance with these increases to dampen the magnitude of the impact on our ratepayers.
- In the application narrative you note the costs are for payroll, chemicals, and energy however the project budget you provided shows payroll & benefits at \$1.6M, and your sponsor worksheet shows only a \$500,000 increase in payroll & benefits from FY24-FY25 please clarify the expenses of this project.
  - As mentioned, revenues have several different factors, but a simple calculation estimates an approximate need for an additional 15% increase if this request was not approved. This would result in annual additional costs for the typical single family of \$170/year and for commercial of \$180/year.

- Did your WRRF improvement plan not contemplate the increases in operational expenses?
  - It did, but the extent of labor, equipment, chemical and energy costs were not completely predictable.
  - The labor, equipment, chemical, etc. markets have become unpredictable in the years since the pandemic. It is a widespread issue in our industry across the board now, and the continuously increasing housing costs have impacted the availability and cost of labor.
- Is it safe to assume that all future capital projects from your organization will be handled the same way and you intend to request Resort Tax for the increased operational requests that result from the capital projects?
  - No, this is a unique circumstance where most of our capital projects do not have direct operational impacts, but with the expansion and added treatment capacity needed to serve a growing community, additional treatment operators were needed.
- Why was this request not outlined in your forecasts in your FY24 applications?
  - The full extent of the increased operational expenses was not anticipated at the time of FY24 submissions.

#### Project Questions: Little Coyote Sewer Access and New Road Engineering

- The project dates for the Little Coyote Sewer Access and New Road Engineering state the project will be 100% complete in Summer 2025. Does this mean construction will be wrapped up by next summer:
  - What is the anticipated timeline date for construction to be completed?
    - Construction is not expected to be completed in Summer 2025, that is the projected date of completion of the required engineering and geotechnical investigation to proceed with construction later. The road access portion of the project would be bid in Summer 2025 and likely completed prior to winter weather.
  - Do you plan to request Resort Tax for construction costs, please provide forecasted amounts for FY26 and FY27?
    - Once an access road is completed, the District will conduct maintenance on the sewer segment and make a final determination as to whether a full vertical realignment is necessary. If it is, the District would likely request BSRAD funding assistance, and it would likely be in the range of \$250,000 to \$1,000,000.
- Please provide a map with the location and ariel view of this project. (Attached)
- How do fats, oils, sand and grit get into the sewer pipe?



# **BIG SKY COUNTY WATER & SEWER DISTRICT No. 363**

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The introduction of these materials in wastewater collection systems is common.
 Fats and oils are discharged from households and restaurants. Sand and grit typically originate from infiltration and inflow into collection systems. Collection system operators typically regularly maintain sewers to remove these materials. The rate of accumulation depends on several factors, including the slope of the sewer pipe. Little Coyote has a particularly flat sewer profile, and as stated is currently inaccessible with vactor trucks, jetting operations and other typical maintenance equipment.

#### $\circ$ If it is a result of the users are they paying into a solution?

- The BSCWSD is in the early stages of establishing a Fat, Oil and Grease (FOG) pretreatment program. Additional labor is needed to staff this task, but the intent is to improve monitoring and inspections and enforcement of FOG control practices. We are currently planning to adopt a FOG fine/fee structure to offset some of the costs of FOG removal.
- (SAND AND GRIT) as stated introduction of some amount of these materials is inevitable, as part of typical sewer infiltration and inflow from runoff, but the amount is also known to be higher in locales where there is a lot of construction activity. Long-term enforcement of stormwater pollution prevention plans (SWPPP) and a likely reduction in the amount of construction in Big Sky will likely reduce the amount of sand and grit in the collection system.
- How have you been maintaining this section of pipe in the past?
  - No significant maintenance has been performed to date, due to the inaccessibility of the sewer in this location.
- Why was this request not outlined in your forecasts in your FY24 applications?
  - The nature of the condition of the pipe was not apparent to the District until after the FY24 application period.
- Please elaborate on the \$50,000 of "District Matching Funds" outlined in your project budget.
  - This represents \$50,000 of the District's own capital that will be applied to the project.
- This is more than the 60% funding breakdown precedent from the WRRF project, what was your rationale behind requesting 67% Resort Tax funding?
  - This project is much smaller in magnitude compared to the WRRF project, and the funding portion BSRAD provided for the WRRF project was not understood to have set a precedent as to the proportion of funding the District would request from BSRAD for various projects in the future.

#### Project Questions: Water Master Plan and Capital Improvements Plan document

- Will the Water Master Plan and Capital Improvements Plan document outline future capital needs for your organization?
  - Yes, the scope of the Master Plan includes cost estimation for CIPs, as well as a description of appropriate and applicable funding sources.
- Why was this request not outlined in your forecasts in your FY24 applications?
  - A full master plan had not been completed since 2016. BSRAD requested a CIP in 2023 and the District quickly prepared a high-level plan with the intent of conducting a more thorough and comprehensive plan in This project will help ensure future planning and funding is adequate.
- Has BSRAD paid for your CIP and Master plan in the past? No.

#### Project Questions: Mountain Village Water Tank Replacement Engineering

- The project dates for the Mountain Village Water Tank Replacement Engineering state the project will be 100% complete in Fall 2025. Does this mean construction will be wrapped up by next summer?
  - Construction is not anticipated to be completed in Summer 2025, that is the projected date of completion of the required engineering and geotechnical investigation to move forward with construction later.
- What is the anticipated timeline date for construction to be completed?
  - The project could be bid in 2025 for construction in 2026.
- Do you plan to request Resort Tax for construction costs, please provide forecasted amounts for FY26 and FY27?
  - The amounts requested in FY26 and FY27 will depend on the cost of the project estimated as engineering is completed in the next year, with specifics that would include final location of the replacement tank and sizing of the tank. The District also would not necessarily request the full project amount from BSRAD. For planning purposes, please consider \$1,000,000 in FY26.
- Why was this request not outlined in your forecasts in your FY24 applications?
  - The full nature of the tank foundation condition was not realized until this past fall.
- Has BSRAD paid for water tank replacement engineering in the past? No
- This is more than the 60% funding breakdown precedent from the WRRF project, what was your rationale behind requesting 83% Resort Tax funding?
  - This project is much smaller in magnitude compared to the WRRF project, and the funding portion BSRAD provided for the WRRF project was not understood to have set a precedent as to the proportion of funding the District would request from BSRAD for various projects in the future.

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Information depicted may include data unverified by AE2S. Any reliance upon such data is at the user's own risk. AE2S does not warrant this map or its features are either spatially or temporally accurate. Coordinate System: NAD 1983 StatePlane Montana FIPS 2500 Feet Intl | Edited by: JCalhoon | C:\Projects\B\Big Sky WW\SWMM\_Model\BSCWSD\_WW\_MODEL\_2024-01-26.mxd





#### **INSTRUCTIONS:**

- Please provide direct responses to the questions provided below.
  - Keep responses **BRIEF** and no longer than 1 paragraph.
- Responses are due back via email to the District by End of Day (EOD) on Thursday, April 9<sup>th</sup>.
  - Please contact the District if you require clarification or have any questions.

#### **ORGANIZATION: BIG SKY FIRE DEPARTMENT**

#### QUESTIONS

- Please provide the names and email addresses of the individuals who will be representing your organization at the Review Meetings:
  - Wednesday, April 17: Greg Megaard, <u>gmegaard@bigskyfire.org</u> / Dustin Tetrault. <u>dtetrault@bigskyfire.org</u>
  - o Wednesday, May 8: Same as above and Seth Barker, sbarker@bigskyfire.org
- Do you have the ability to (even if not implemented) levy bonds, assessments, or fees in addition to mills? Yes
  - Are there statutory limits on how much you can levy in bonds, assessments, mills, and fees? If so are these of concern for the longevity of the District?
    - Our limitation of debt/bonds is 1.1% of the total assessed value of taxable property within the district.
    - Assessments and mills are voted on and are subject to a levy limit provided for in section 15-10-420, MCA. The levy limit holds the mill levy to "a mill levy sufficient to generate the amount of property taxes actually assessed in the prior year plus one-half of the average rate of inflation for the prior 3 years." The mill levy allowed under 15-10-420 is calculated excluding newly taxable property. The mill levy is then applied to existing and newly taxable property, which allows taxing jurisdictions some growth from newly taxable property in addition to the allowable inflationary adjustment. The newly taxable property in the fire district is the primary driver of recent significant increases in tax collections.
    - We recently conducted long-term expense/revenue forecasting out to 2030 and are confident that our fiscal growth is sustainable without increasing mills and assessments.
  - Are you at maximum capacity for bonds, assessments, mills, and fees?

- We assess our mills to the maximum capacity each year. This strategy, combined with our other fees and intergovernmental funding, allows ample revenues to cover costs and consistent contributions to capital spending plans, allowing the district to utilize capital reserves to pay for capital purchases vs increasing taxpayer contributions or requesting BSRAD funding.
- When was the last time you adjusted your bonds, assessments, mills, and fees? Please explain.
  - In 2017/2018, BSFD increased mills within the fire district and annexed the remainder of the Moonlight property along Jack Creek Rd.
  - 2016 was the last year we increased our EMS transport fees and are currently in the process of updating our fee structure in alignment with other market-comparable agencies.
- What is the sunset date of your current mills?
  - BSFD's mills do not sunset.
- Do you plan to levy bonds, assessments, mills, and fees in the next 3 years? Please explain.
  - Yes, we plan to continue to leverage our mills and fees over the next three years.
- Do you charge fees for services and are the limitations on the maximums you can charge?
  - Yes, we charge fees for services. These fees include EMS transports, Permits/Inspections/Plan Reviews, Out-of-district wildfire deployments, and special event standbys.
  - $\circ$   $\,$  When was the last time fees for services were adjusted? Please explain.
    - EMS fees are currently being updated. These fees are subject to limitations set by the Centers for Medicare/Medicaid. Prior to our current update, they were last increased in 2016.
    - Plan review/inspection/permit fees were established in late 2022. These revenues, through MT ARM, may only be used to fund fire prevention programs. In 2024, BSFD hired a full-time fire inspector with the revenues from this program.
    - Wildfire deployment fees are set by the State of MT and the National Wildfire Coordinating Group and are occasionally nationally adjusted.
    - Special event standby fees were changed in 2023 to reflect the cost of staffing, coverage, and apparatus costs more accurately.
  - Do you plan to adjust fees for services in the next 3 years? Please explain.
    - We are currently updating EMS fees. We continue to charge an increased "non-resident" fee to offset our fee structure and lessen the cost for indistrict residents and taxpayers.
    - We may reassess our review/inspection/permit fees as we continue to gauge the actual fiscal impact of our fire code program. We plan to analyze these fees in FY24/25; any fee increases will be implemented in FY25/26.
    - Our other fees change in accordance with state and national rate changes.
- Of the number of people, you serve estimate the number that are residents vs visitors.

- Approximately 869 of our 1259 emergency incidents in CY 2023 were for nonresidents, which equates to 69% of total incident responses. These users are defined as non-resident/non-taxpayers.
- The other 31% are considered residents. This category is defined by having a local address. Depending upon ownership status, these individuals may or may not be taxpayers within the fire district.
- The number of people we "serve" is difficult to quantify. To further elaborate, we process over 400 construction and design permits and inspections each year that could be defined as "serving" the residents who are building in the district. We also provide numerous community programs and education/outreach events for residents and non-residents throughout the year. Other examples of programs that "serve" the community that we do not collect data on are blood pressure checks, service calls, public access to AED programs, community CPR programs, school education programs, wildfire mitigation programs, canyon call box programs with the Rotary Club, and numerous other programs "serve" the community.
- What are your hurdles for forecasting future budgets or expenses?
  - Although we approve a budget in March of each year for the FY starting in July, we cannot accurately forecast tax revenues before August of each current fiscal year. To make forecasting even more difficult, the average rate of inflation that limits our taxable increases and the overall market value do not get reported to local districts until August as well. For planning and forecasting purposes, we typically utilize a 6-8% increase in tax revenues before knowing our actual collection estimates. This percentage is a conservative estimation and serves as the basis for our operating budget until August when we receive the actual collection estimates. After we receive these, we will request a budget amendment from our board of trustees to update our FY operating budget.
- Can you use other forms of public funds you currently aren't implementing? Please specify if these funds can be used for capital or operations.
  - Yes, we can impose other public funding mechanisms. We are currently in the process of utilizing a Rural Improvement District to construct our Fire Station 3 in Spanish Peaks. There are other public funding mechanisms out there as well, but we try to be innovative and strategic when leveraging taxpayer dollars and try in every way possible not to overtax our community for services that are either driven by non-taxpaying visitors or development.
- With voter approval could you levy more mills?
  - Yes, we could, but with the current climate of drastic increases in property taxation in Montana due to increased property values, public safety mill levy increase ballot initiatives have been largely unsuccessful.
- Please provide your expenses that were not completed in the table question.

2) EXPENSES	FY23 (Actual)	FY24 (Budget)	FY25 (Budget)	FY26 (Budget)	FY27 (Budget)
Administration	\$265,550	\$410,250	TBD	TBD	TBD
Programming	\$11,575,877	\$11,873,863	TBD	TBD	TBD

- Please explain the 6-person FTE growth from FY24-FY25
  - Three firefighter positions are slated for hire this summer and again in the summer of 2025. These positions are to complete the hiring strategy for the staffing of Spanish Peaks Station 3 slated to open in 2027. Our newly hired firefighters are on probation for 1-year and our staggered hiring strategy allows for the 9 positions to all be fully operational by the time of opening.
  - We also just hired five seasonal wildland firefighters to conduct mitigation work within the community. This effort is partially funded by grant funds and the remainder through homeowner and BSFD contributions.
- Do you have a project(s) outlined for your reserve? Please explain.
  - Yes, we have a detailed capital purchasing plan. The upcoming FY includes replacement and/or adding of command vehicles, adding technical rescue equipment/capacity, and architectural design and construction services for Station 3 prior to RID implementation. We also may be adding a Station 4 in the Beaver Creek area through the purchase of an existing building to operate our seasonal wildfire response/mitigation team out of which will also assist the owners in the area in obtaining insurance.
- How does your organization train for and support mental health crises?
  - Our team trains regularly on mental health emergencies as part of continuing EMT/Paramedic education. We also work with local organizations and our hospital partners to provide resources to patients experiencing mental health crises.
  - Our team also attends Critical Incident Stress Management (CISM) training to help our emergency responders cope with the mental stress caused by some of the devastating incidents we regularly respond to.
- Did the panocamera identify any wildlife threats in the last year?
  - The cameras continue to work well. Due to the consistent moisture during the 2023 fire season, we did not have any true wildfire starts that the camera detected. We do, however, continue to test the camera during the debris-burning season and are continually impressed with its current and expanding capabilities.
- How do your expenses compare to other fire stations in SW Montana?
  - Our expenses are similar to those of others in SW Montana. Bozeman Fire and Central Valley Fire are the only departments in Montana that we can compare to due to the cost of living in Gallatin County, size, staffing, and operational expenses.
  - Bozeman Fire, which employs 50 FTEs FY 24/25 operating budget, is just over \$18 million dollars (\$ 24 million with capital expenditures).
  - Red, White, and Blue FD (Breckenridge) are our closest comparable in the nation. RWB employs a combination of 60 FT/PT employees, and their operating budget for the current FY 23/24 is approximately \$11.5 million.
- How do your wages compare to other fire stations in SW Montana?
  - As far as the Montana Fire Service, we are the highest paid. When comparing to other similar fire departments such as Breckenridge, Tahoe (Truckee), and Jackson Hole we are similar. During the recent negotiations, we also utilized our local Water and Sewer District to conduct wage comparisons within the community and found similarities in wage comparisons.

	Big Sky FD	Red, White, and Blue FD (Breck)	Bozeman FD	Big Sky Water Sewer
FF/EMT –	\$91k - \$105k	\$70k-\$100k	\$69k-\$82k	\$75k-\$115k
Water Tech				
FF/Paramedic	\$100k-\$115k	\$81k-\$111k	\$76k-\$90k	\$75k-\$115k
Admin	\$100k	NA	NA	\$90k-\$125k
Assistant				
/Clerk				
Chief/Director	\$195k-\$204k	\$170k-\$205k	\$180k-\$220k	\$190k-\$250k

#### Comparable Table



#### **INSTRUCTIONS:**

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  - Please contact the District if you require clarification or have any questions.

#### **ORGANIZATION: BIG SKY SCHOOL DISTRICT**

#### QUESTIONS

- Please provide the names and email addresses of the individuals who will be representing your organization at the Review Meetings:
  - Wednesday, April 17: Dustin Shipman dshipman@bssd72.org
  - Wednesday, May 8: Dustin Shipman <u>dshipman@bssd72.org</u>
- Do you have the ability to (even if not implemented) levy assessments, mills, or fees in addition to bonds? The District can secure bond debt, but only with voter approval.
  - Are there statutory limits on how much you can levy in bonds, assessments, mills, and fees? If so are these of concern for the longevity of the District? Our debt capacity is limited by MT law as a function of the school district's property tax valuation.
  - Are you at maximum capacity for bonds, assessments, mills, and fees? No, we have \$190M in debt capacity.
  - When was the last time you adjusted your bonds, assessments, mills, and fees?
    Please explain. The local taxpayers approved a \$23.5M bond election in May 2020 to approval a facility upgrade.
  - What is the sunset date of your current bond? Bonds associated with the elementary school building sunset in 2028. The most-recent bonds from 2020 sunset in 2040.
  - Do you plan to levy bonds, assessments, mills, and fees in the next 3 years? Please explain. No.
- Do you charge fees for services and are the limitations on the maximums you can charge? No.
  - $\circ$   $\;$  When was the last time fees for services were adjusted? Please explain.
  - Do you plan to adjust fees for services in the next 3 years? Please explain.
- Of the number of people, you serve estimate the number that are residents vs visitors. We serve 400 local students.

- What are your hurdles for forecasting future budgets or expenses? School budgets are not revenue based. The state sets a school's spending limit based on headcount. Big Sky School District is trying to budget and look to the future with increasing costs, but a decline in enrollment (less revenue).
- Can you use other forms of public funds you currently aren't implementing? Please specify if these funds can be used for capital or operations. No.
- When will the bond for the Bozeman School District sunset for Big Sky taxpayers? 2026

#### Project Questions: Teacher and School employee Housing.

- How many bedrooms are planned for the 6 housing units? 6
- Are you working with the housing trust or any other entity this time around on this project? We had initial consultation with the Housing trust but no formal partnering with any other entities at this time.
- You indicated no general contractor was needed for this project can you please explain? We have experienced people on staff and due to the nature of the project, we think we can save significant dollars by not hiring a general contractor as the scope of work will be somewhat minimal and we have relationships with those entities already from past projects.



#### **INSTRUCTIONS:**

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  - Keep responses **BRIEF** and no longer than 1 paragraph.
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  - Please contact the District if you require clarification or have any questions.

#### **ORGANIZATION: BIG SKY TRANSPORTATION DISTRICT**

#### QUESTIONS

- Please provide the names and email addresses of the individuals who will be representing your organization at the Review Meetings:
  - Wednesday, April 17:

Darren Brugmann (Executive Director) <u>dbrugmann@bigskytd.com</u> Ennion Williams (Board Chair) <u>ennion@theoutlawpartners.com</u> Bayard Dominick (Board Member) <u>bdominick@lonemountainland.com</u>

- Wednesday, May 8: Same as April 17<sup>th</sup>
- Do you have the ability to (even if not implemented) levy bonds, assessments, or fees in addition to mills? **Yes** 
  - Are there statutory limits on how much you can levy in bonds, assessments, mills, and fees? Yes. If so are these of concern for the longevity of the District? Not currently.
  - Are you at maximum capacity for bonds, assessments, mills, and fees? **No bonds**, **assessments, mills or fees implemented at this time.**
  - When was the last time you adjusted your bonds, assessments, mills, and fees?
    N/A. Please explain.
  - Do you plan to levy bonds, assessments, mills, and fees in the next 3 years? Please explain. Yes, it is likely that we would bring a vote regarding property tax mills to support the Transportation District to the voters in the next two to three years.
- Do you charge fees for services and are the limitations on the maximums you can charge? We do charge a fare for the Link Express service between Big Sky and Bozeman. It is currently \$5 one way (passes are available for purchase). There are currently no fares charged for Local Service in Big Sky and the Connect service.

- When was the last time fees for services were adjusted? **2016** Please explain. **The COVID-19 pandemic delayed any plans to increase the fares.**
- Do you plan to adjust fees for services in the next 3 years? **Yes.** Please explain. **It is likely that either this year or next year we will increase our fares.**
- Of the number of people, you serve estimate the number that are residents vs visitors. As a public transit agency, we are not able to distinguish the demographics of our ridership meaning, any person is able to access our service. We can do surveys, which we accomplished last pre-pandemic. Approximately 80% of the public we carry are employed by various businesses/resorts in Big Sky. Some of those employees live in Big Sky, while others are traveling from Bozeman, Four Corners and/or Gallatin Gateway. About 20% of the public, we provide rides to are locals/visitors/tourists.
- What are your hurdles for forecasting future budgets or expenses? **Our main hurdles are on** forecasting our revenues, which includes the amount of funding we will receive from BSRAD, MDT, and Gallatin and Madison Counties. It has become a bit easier to forecast BSRAD revenue with the new 3-year process.
- Can you use other forms of public funds you currently aren't implementing? We are utilizing all the forms of public funds we know of. As noted, we plan to utilize a property-tax mill levy in the next two to three years, however, we would need a positive vote from the public to levy that tax. Please specify if these funds can be used for capital or operations. The property tax mill levy could be used for both capital and operating expenses.
- Please provide an update on the status of the mobility hub.
  A mobility hub is an enhanced transit stop where riders can connect multiple transportation options. Building a comfortable and efficient hub can help meet travel demand throughout a population center and influence travel behavior by making non-drive alone modes more appealing. With the Town Center emerging as a focused center of population and employment, a central connection point for residents, employees, and guests will be essential to supporting BSTD's growth and utilization. We are actively engaged with Lone Mountain Land Company (LMLC) and their vision for continued development in Big Sky, specifically the Town Center. In fact, LMLC provided a public presentation of their plans on April 2 to the community. Public transit is a priority for LMLC to achieve the goal of providing a world class resort destination and was stated as such. Currently, the District and LMLC are collectively focused on developing the parking area adjacent to BASE which would include 6 operating bays and a passenger waiting area and office area for the District. We are very excited and look forward to continuing our work with LMLC and their 5-10 plan going forward.
- What are your plans for expanding Big Sky Connect over the next 3 years? We would like to expand the well-received and successful Big Sky Connect to the Mountain Village area so we can access more areas on the Mountain, and then perhaps expand the service to the Canyon area. However, we would need a significant increase in funding (the property tax mill) to make this happen.
- What are your plans for transitioning your fleet to electric buses over the next 3 years? We are aware the community has a strong interest in alternative fueled vehicles used by the District. As you are aware, the technology in battery electric (BE) buses and/or

vans has made extraordinary advancements in the past 5-7 years. While we would like to do this, we first need a dedicated facility and infrastructure where we could store and charge the buses and/or vans. Unfortunately, we were not allowed to purchase the bus barn which we are now leasing and will need a dedicated facility before we can realistically transition to battery-electric buses.

- Do you anticipate any partnerships or expanded services in relation to the Gallatin Valley UTD? Yes, Please explain. Our recently released 5 Year Strategic Plan speaks of the necessity of coordinating with other transportation providers, specifically the Gallatin Valley UTD. We hope that the Gallatin Valley UTD will be able to provide service to Four Corners, so we wouldn't have to drive all the way into Bozeman with our service, thus duplicating some service area. Also, we are exploring opportunities such as a joint bid for a contractor to operate our services and similar measures that could save money for each UTD. Gallatin Valley has been receptive to coordinated efforts to this point. We expect these discussions to further expand now that they are structured as a UTD and a 5307 FTA Small Urban System.
- We see that you anticipate receiving money from the counties. What amount is from each? In the past, we have received approximately \$80,000 per year from each County. This year (FY24) we are receiving \$40,000 from Gallatin County and \$80,000 from Madison County. In the future, with BSRAD's assistance, we are hoping we can get those figures closer to \$125,000 or \$150,000 from each County.

#### In Addition:

Attached is our <u>5 Year Strategic Plan</u>. This plan was over a year in the works and approved/accepted by the BSTD Board in February 2024.

I draw your attention to pages 88-94 of the plan – Financial Section

More directly, I ask you to look at pages 91 & 92. Here you will find a summary table of our operation (Table 23) and capital (Table 24) plans going forward in the next 5+ years. We believe these plans will bring us closer to becoming a world class public transit system for a world class destination.

While our next 3-year request from you is for status quo in our operations, you can see by this summary we will continue to look for new revenue streams (mill levy) and continue to be dependent on our current local supporters and new sources. Please refer to pages 95-97 – Local & Federal Sources of Funding. Table 25 – summarizes.

Of course, our existence is largely dependent on the Big Sky Resort District, and we remain, with the entire public of Big Sky, grateful for your continued support and consideration of additional funding into the future.



#### **INSTRUCTIONS:**

- Please provide direct responses to the questions provided below.
  - Keep responses **BRIEF** and no longer than 1 paragraph.
- Responses are due back via email to the District by End of Day (EOD) on Thursday, April 9<sup>th</sup>.
  - Please contact the District if you require clarification or have any questions.

#### **ORGANIZATION: BIG SKY TRAILS, RECREATION, AND PARKS DISTRICT**

#### QUESTIONS

- Please provide the names and email addresses of the individuals who will be representing your organization at the Review Meetings:
  - Wednesday, April 17: Al Malinowski <u>al\_mal@yahoo.com</u> Ashley Wilson <u>ashley@bsco.org</u>
  - Wednesday, May 8: Al Malinowski <u>al\_mal@yahoo.com</u> Ashley Wilson <u>ashley@bsco.org</u>
- Do you have the ability to (even if not implemented) levy bonds, mills, or fees in addition to assessments? Yes
  - Are there statutory limits on how much you can levy in bonds, assessments, mills, and fees? If so are these of concern for the longevity of the District?

No

• Are you at maximum capacity for bonds, assessments, mills, and fees?

No

- When was the last time you adjusted your bonds, assessments, mills, and fees? Please explain.
  - The assessments were just implemented this past year.
- What is the sunset date of your current assesment?
  - June 2024
- Do you plan to levy bonds, assessments, mills, and fees in the next 3 years? Please explain.
  - We intend to levy per-parcel assessments for each of the next three years for Gallatin and Madison counties to support ongoing maintenance and operations.
- Do you charge fees for services and are the limitations on the maximums you can charge?
  - We do not charge for fee's and services.
    - When was the last time fees for services were adjusted? Please explain.

• N/A

- Do you plan to adjust fees for services in the next 3 years? Please explain.
  N/A
- Of the number of people, you serve estimate the number that are residents vs visitors.
  - In our application, we referenced that BSTRP serves 50,000 residents and visitors.
    Of the estimated 50,000 people served, 3,500 are Big Sky residents, 4,000 are seasonal residents and workers and the remaining 42,500 are visitors.
- What are your hurdles for forecasting future budgets or expenses?
  - Forecasting future budgets or expenses presents several challenges due to multiple factors. First, BSCO is experiencing an increase in the acres of parks and miles of trails that are maintained and managed which adds complexity to financial planning within BSTRP as more resources are needed to be allocated effectively. Second, there is a significant increase in usage from both residents and visitors, leading to more maintenance being required at the parks and on trails, impacting budget estimations. Additionally, maintaining a standard of care amidst unpredictable inflation rates poses a challenge, as costs for goods, services, and maintenance may rise, requiring careful budget adjustments to ensure sustainability and quality service delivery.
- Can you use other forms of public funds you currently aren't implementing? Please specify if these funds can be used for capital or operations.
  - To cover the operations or capital needs for maintaining parks and trails, BSTRP can consider increasing the per parcel assessment. However, careful consideration should be given to ensure that the increase is reasonable and equitable for property owners while still meeting the organization's operational needs and long-term sustainability goals.
- Are the boundaries of BSTRP the same as BSRAD?
  - o Yes
- Can you provide an overview of your experience with the counties and implementing your assessment over the last year?
  - Over the last year, BSTRP has been working closely with Madison and Gallatin counties to implement assessments for funding parks, trails and recreational facility maintenance and operations. However, challenges arose, particularly with Madison County, as they did not include the assessment on property tax bills, complicating the collection process. Additionally, BSTRP faced issues in Gallatin County with mis-stated parcel counts, leading to discrepancies in assessment calculations. Despite these challenges, BSTRP remains committed to collaborating with both counties to streamline the assessment process and ensure adequate funding for essential maintenance and operations for parks, trails and recreation.
- What is your rationale for 10% increases in your requests year over year?
  - The rationale for a 10% increase in BSTRP Resort Tax forecasted request year over year is multifaceted. First, inflation plays a significant role in budget planning, necessitating increases to cover rising costs across various operational aspects. Second, the acquisition of additional assets by BSCO, such as new trails or recreational amenities, requires ongoing maintenance and operational expenses,

contributing to the need for a higher budget allocation. Finally, maintaining our standard of care for existing amenities demands financial resources to ensure quality and sustainability.



#### **INSTRUCTIONS:**

- Please provide direct responses to the questions provided below.
  - Keep responses **BRIEF** and no longer than 1 paragraph.
- Responses are due back via email to the District by End of Day (EOD) on Thursday, April 9<sup>th</sup>.
  - Please contact the District if you require clarification or have any questions.

#### **ORGANIZATION: GALLATIN COUNTY SHERIFF'S OFFICE**

#### QUESTIONS

- Please provide the names and email addresses of the individuals who will be representing your organization at the Review Meetings:
  - Wednesday, April 17: Sheriff Dan Springer- <u>dan.springer@gallatin.mt.gov</u>, Jeremy Kopp- <u>Jeremy.kopp@gallatin.mt.gov</u>, Dan Haydon- <u>dan.haydon@gallatin.mt.gov</u>, Mike VanMeter <u>mike.vanmeter@gallatin.mt.gov</u> Drew Ellis-<u>drew.ellis@gallatin.mt.gov</u>,
  - Wednesday, May 8: Sheriff Dan Springer-<u>dan.springer@gallatin.mt.gov</u>, Jeremy Kopp-<u>Jeremy.kopp@gallatin.mt.gov</u>, Dan Haydon-<u>dan.haydon@gallatin.mt.gov</u> Mike VanMeter <u>mike.vanmeter@gallatin.mt.gov</u> Drew Ellis-<u>drew.ellis@gallatin.mt.gov</u>,
- Do you have the ability to levy bonds, assessments, fees, or mills even though none are currently implemented? The County can issue bonds up to \$2M at a time without voter approval up to our statutory debt limit. Rules surrounding assessments vary depending upon the statute that was used to create the district, but most require a protest period, with the ultimate decision being up to the Commission. Many of the fees at the County are at the discretion of the Commission, but again, there are some statutory differences. We have room within our maximum operating mill to levy additional mills in the coming fiscal year without additional approval required from the voters. We also have additional mill authority within our Rest Home and 911 voted mill levies.
  - Are there statutory limits on how much you can levy in bonds, assessments, mills, and fees? If so are these of concern for the longevity of the department? See above.
    There are no concerns for the longevity of the Sheriff's Office.
  - Are you at maximum capacity for bonds, assessments, mills, and fees? No, we are not at capacity for any of these.

- When was the last time you adjusted your bonds, assessments, mills, and fees? Please explain. The County does this every year based on current needs. Bonds are issued largely to address capital needs. We are currently planning to issue \$2M in bonds for the Search & Rescue building and approximately \$1.7M for the renovation of the Law Enforcement building. There are also other issuances planned for other non-public safety related building projects. Taxes assessed for bond repayments are adjusted based on repayment schedules. Assessment are determined based on annual budgets supported by those assessments. We have no assessments related to public safety activity at this time. Our mills adjust each year based on values and budgets. Then number of mills assessed for public safety in FY 2024 dropped to 27.36 based on a large increase in our valuation. Fees are adjusted by departments as they see necessary.
- Do you plan to levy bonds, assessments, mills, and fees in the next 3 years? Please explain. Yes, we will continue to use each of these funding sources as appropriate to fund operations.
- Do you charge fees for services and are the limitations on the maximums you can charge? The County does charge fees for certain services throughout the County and many of those fees have statutory requirements or limitations.
  - When was the last time fees for services were adjusted? Please explain. Fees throughout the County are adjusted on an as needed basis.
  - Do you plan to adjust fees for services in the next 3 years? Please explain. The County does not have specific plans to adjust fees, but we do believe adjustments will be made in the next three years based on the number of fees we have.
- Of the number of people, you serve estimate the number that are residents vs visitors.
- What are your hurdles for forecasting future budgets or expenses? Population growth in Gallatin County has been significant in the last decade and is expected to continue for at least the near future. The growth generates additional need for services and stretches existing resources thin.
- Can you use other forms of public funds you currently aren't implementing? Please specify if these funds can be used for capital or operations. We are constantly seeking new grant opportunities to augment services and meet capital needs.
- Please provide your expenses that were not completed in the table question.

2) EXPENSES	FY23 (Actual)	FY24 (Budget)	FY25 (Budget)	FY26 (Budget)	FY27 (Budget)
Administration	321,859.48	321,859.48	331,515.26	341,460.72	351,704.54
Programming					

- Please provide a status on the expansion to 8 deputies in Big Sky. We have all 8 positions filled.
- We constantly receive feedback regarding emergency evacuation in Big Sky. Can you increase public engagement to keep residents informed? Yes, we can continue to engage the community.

How does your organization train for and support mental health crises? - All new deputies get an introduction to the Crisis Intervention Team during their initial patrol tactics onboarding. They will then get additional training when they attend the Montana Law Enforcement Academy. Eventually every deputy will attend the 40-hour CIT Montana Academy. They will also get ongoing specific training for crisis de-escalation.



#### **INSTRUCTIONS:**

- Please provide direct responses to the questions provided below.
  - Keep responses **BRIEF** and no longer than 1 paragraph.
- Responses are due back via email to the District by End of Day (EOD) on Thursday, April 9<sup>th</sup>.
  - Please contact the District if you require clarification or have any questions.

#### **ORGANIZATION: GALLATIN CANYON WATER & SEWER DISTRICT**

#### QUESTIONS

- Please provide the names and email addresses of the individuals who will be representing your organization at the Review Meetings:
  - Wednesday, April 17:
  - Wednesday, May 8:

Scott Altman (orock9530@me.com) and/or Mace Mangold (mmangold@wgmgroup.com)

• Your revenues appear to far exceed your expenses provided in the table questions. Please explain why Resort Tax is needed.

Without BSRAD funding, the Canyon Sewer Project will likely be delayed multiple years and potentially forfeit secured grant funds. GCCWSD revenue is 100% grant funded (excluding BSRAD funding). The stipulations tied to the grant funds limit what the GCCWSD can use the funds to cover and result in critical gaps that have the potential to stall both district and Canyon Sewer Project progress. Example: District expansion is reliant on legal services to facilitate annexations. These services are not covered by the grant funds. Illustrating the "critical gap", district expansion improves the Canyon Sewer Project affordability, which is the primary hurdle for project implementation.

Do you have the ability to levy bonds, assessments, fees, or mills even though none are currently implemented?

- Are there statutory limits on how much you can levy in bonds, assessments, mills, and fees? If so are these of concern for the longevity of the District?
- Are you at maximum capacity for bonds, assessments, mills, and fees?
- When was the last time you adjusted your bonds, assessments, mills, and fees? Please explain.

• Do you plan to levy bonds, assessments, mills, and fees in the next 3 years? Please explain.

Yes, the GCCWSD has the ability to levy bonds, assessments, fees, and/or mills. Based on preliminary funding package planning completed to date, it is anticipated that approximately 40% of the project will be grant funded, 40% bond/loan funded and 20% privately funded through connection fees. The GCCWSD is currently working to secure financial and bond counsel services to refine the overall funding package and address the above questions. There is potential that bonding capacity will be limited given the GCCWD's lack of current revenue and infrastructure.

- Do you charge fees for services and are the limitations on the maximums you can charge?
  - When was the last time fees for services were adjusted? Please explain.
  - Do you plan to adjust fees for services in the next 3 years? Please explain.

The GCCWSD does not currently charge any fees or user rates but will upon becoming operational. User rates will be established based on operational expenses and debt services, for which there is no maximum the GCCWSD can charge.

• Of the number of people, you serve estimate the number that are residents vs visitors.

On a parcel served basis, it is estimated that 90% of the service connections will be residential. However, commercial uses in the Canyon area will generate higher waste loads per connection such that visitor-based loading is estimated to represent approximately 50% of the projected wastewater collection volume.

• What are your hurdles for forecasting future budgets or expenses?

The GCCWSD is currently working through a number of budgetary variables including 1) district boundary and number of parcels to be served, 2) treatment capacity purchase from BSCWSD, 3) disposal capacity value to offset treatment costs, 4) project construction costs, and 5) final grant funding / other funding sources (e.g. TIF). Each of these variables represents potential notable cost "swings" as it relates to what the GCCWSD will need to charge for connection fees and monthly user rates.

• Can you use other forms of public funds you currently aren't implementing? Please specify if these funds can be used for capital or operations.

The GCCWSD has secured grant funding from county, state and federal funding programs to date and will continue to apply for additional grant opportunities as they become available. We are also planning to secure low interest financing through the State Revolving Fund (SRF). Tax increment financing (TIF) is also being evaluated as a potential funding mechanism to cover a notable portion of the debt service. Operational funds are expected to be predominately generated through monthly user rates.

• Is there an option to begin decreasing your requested amounts slightly each year to increase your funding from other sources? It was my understanding that once you were "stood up" you would no longer be asking for operational expenses from BSRAD.

The GCCWSD will ultimately be structured to be self-sufficient upon becoming operational. In the interim, the GCCWSD does not have standard mechanisms to generate funds necessary to keep the Canyon Sewer Project advancing while maintaining required levels of grant match dollars along with the previously mentioned "critical gaps". The GCCWSD is evaluating potential for private funding mechanisms that could reduce our reliance on BSRAD funds in the near-term.

# Paint Under the Big Sky 2024

FY24 Opportunity Fund

# **Big Sky Artists Collective**

Maggie Shane PO Box 160901 88 Ousel Falls Road, C-1 Big Sky, MT 59716 bigskyartistscollective@gmail.com 0: 406-995-3596 M: 530-412-2578

# MaryBeth Morand

P.O. Box 160901 P.O. Box 160901 Big Sky, MT 59716 mbmorandart@gmail.com 0: 406-402-9111 M: 406-402-9111

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# **Application**

#### **Project Name\***

Paint Under the Big Sky 2024

#### **Description\***

**The Big Sky Artists' Studio and Gallery (BSAC)** has committed to hosting, **Paint Under the Big Sky (PUBS)**, an annual *plein air* event to attract painters from all over the country. Artists will set up easels throughout Big Sky and the Gallatin Canyon for the opportunity to paint the area's extraordinary natural beauty. This summer will be the second year of PUBS with 25-50 *plein air* artists painting outdoors in the Big Sky area from June 1-June 28. BSAC will award prizes for the top three paintings and exhibit and sell all the paintings created through this event from June 29th through the end of July.

This year, PUBS is adding an educational component where students and adults who are interested in becoming *plein air* painters are offered the opportunity to partner with an artist for a day for basic instruction in this unique way of painting landscapes. Additionally, BSAC would like to offer art supplies to these novice *plein air* painters since the cost of the art materials for (easel, paints, panels) can often be largest hurdle for emerging artists to overcome. We have submitted a budget for equipment for 10 novice painters. The other impediment that may prohibit artists from registering for PUBS is the cost of accommodations in Big Sky during the summer. Therefore, the BSAC would like to offer 12 "housing vouchers" at \$100 each for artists who need this additional support to register for the event. The vouchers would be distributed on a first come first served basis.

#### Investment Type\*

Programming

#### Impact Area\*

Arts & Education

#### Location\*

Where will the project be taking place?

Artists and students will be setting up easels throughout Big Sky and the nearby sections of the Gallatin Canyon. The award ceremony and exhibition of the artists paintings will hosted at the Big Sky Artists Studio & Gallery. Artists participating in the event are strongly encouraged to stay in Big Sky and for the first time, the BSAC would like to offer housing vouchers to help defray the costs of accommodations during the event. Additionally, some members of the BSAC are willing to host artists.

#### **Community Benefit\***

Please explain the community benefit of the project. Include details such as the measurable and identified need this project will address, populations served, metrics for success, etc.

The annual PUBS event reinforces Big Sky's identity as a community that is supportive of the arts and art education. The PUBS painting event and subsequent exhibition at the Big Sky Artists Studio & Gallery also adds an extra dimension to Big Sky's gallery scene and promotes cultural tourism. Every year, Livingston, Montana's annual *plein air* event sells out of its 40 artist maximum shortly after opening registration on its website. The town of Livingston's hotels, restaurants and shops benefit from the tourism dollars. The residents of Livingston and its tourists also benefit from seeing how artists from around the country depict their town and surroundings.

Plein air painters are an important partner in preserving our land. Over time Big Sky will benefit from the painted archives that the PUBS plein air artists create over the years. The historical visual record that the PUBS participants will assemble may be a treasure to Big Sky in the years to come.

### **Amount Requested\***

\$12,115.00

#### **Total Cost\***

\$22,000.00

### **Date of Funding\***

05/01/2024

#### **Additional Information**

Please provide any additional information on this request if needed.

Budget information - \$4,460 = artists supplies (including easels, paints, brushes, etc.) for 10 artists; \$2,500 for advertising; \$2,780 for artists support (\$1,200 housing vouchers, maps, swag bags, aprons, badges); and, \$2,375 for prizes, awards, judges honorarium (non-BSAC, other Big Sky artists) and the opening ceremony.

		Mid-year status	Mid-year status	Mid-year status	Funding spent
Project Name	Sponsor	Goals	Deliverables	Milestones	as of 4.2.24
2024 Music in the Mountains	Arts Council of Big Sky	In Progress	In Progress	On schedule	17%
Annual Cultural Programming at WMPAC	Warren Miller Performing Arts Center	In Progress	In Progress	On schedule	100%
Big Sky Community Library Operations	Friends of the Big Sky Community Library	In Progress	In Progress	No longer hapening	20%
Big Sky Community Park Implementation Phase 1	Big Sky Community Organization	In Progress	In Progress	On schedule	90%
Big Sky Community Park Pump Track - Phase 2	Southwest Montana Mountain Bike Association	In Progress	In Progress	Delayed	100%
BSCHT-Operations	Big Sky Community Housing Trust	In Progress	In Progress	On schedule	70%
BSCOC - Operations	Big Sky Chamber of Commerce	No goals given	No deliverables given	On schedule	77%
Buck Ridge snowmobile trail additional groomings	Gallatin Valley Snowmobile Association	In Progress	In Progress	On schedule	77%
Carpool Incentivization Program	Big Sky SNO (Sustainability Network Organization)	Delayed	In Progress	On schedule	65%
Centrifuge Sludge Press	Big Sky County Water & Sewer District No. 363	In Progress	In Progress	Delayed	0%
Clean Recreation Project	Grow Wild	Delayed	In Progress	On schedule	59%
Climate Action Plan (CAP) Implementation	Big Sky SNO (Sustainability Network Organization)	In Progress	In Progress	Delayed	55%
Community Warming Hut and Green Room	Big Sky Community Organization	In Progress	In Progress	Completed	100%
Counseling Services Hub - Building Remodel	Wellness in Action	Completed	Completed	Completed	100%
Crail Gardens Project	Grow Wild	In Progress	In Progress	On schedule	60%
Destination Research and Stewardship Plan	Visit Big Sky	In Progress	In Progress	On schedule	78%
Development of Business Skills Programming	Big Sky Chamber of Commerce	In Progress	In Progress	On schedule	72%
Early Childhood Education and Tuition Assistance	Morningstar Learning Center	Completed	In Progress	On schedule	67%
Early Childhood Program & Tuition Assistance	Big Sky Discovery Academy and Community Learning Center	Completed	Completed	Completed	99%
Emergency Food and Social Services	Big Sky Community Food Bank	In Progress	In Progress	On schedule	65%
Gallatin River Access Restoration	Gallatin River Task Force	In Progress	In Progress	On schedule	25%
Good Deeds	Big Sky Community Housing Trust (BSCHT)	In Progress	In Progress	On schedule	85%
Green Build Toolkit	Big Sky SNO (Sustainability Network Organization)	In Progress	In Progress	Delayed	23%
Invasive Species Education Project	Grow Wild	In Progress	Completed	On schedule	48%
Landowner Stewardship Project	Grow Wild	In Progress	In Progress	Delayed	64%
Library Programming and Services	Friends of the Big Sky Community Library	In Progress	In Progress	Delayed	42%
Middle Fork Restoration	Gallatin River Task Force	In Progress	In Progress	On schedule	23%
Morningstar Campus Expansion	Morningstar Learning Center	No longer happening	No longer happening	No longer hapening	Returned
Parks and Trails Equipment	Big Sky Community Organization	Completed	Completed	Completed	100%
Recreational Asset Maintenance	Big Sky Trails Recreation and Parks District	In Progress	In Progress	On schedule	71%
Rent Local	Big Sky Community Housing Trust (BSCHT)	In Progress	In Progress	On schedule	99%
Sliding Scale Support for Counseling Services	Wellness in Action	Completed	Completed	On schedule	100%
Solarize Big Sky: RiverView	Big Sky SNO (Sustainability Network Organization)	In Progress	In Progress	On schedule	92%
Town Center Public Bathrooms	Visit Big Sky	In Progress	In Progress	Delayed	15%
Trail Projects and Safety	Big Sky Community Organization	In Progress	In Progress	On schedule	15%
US-191/MT-64 Assessment: Action Plan Development	Center for Large Landscape Conservation	In Progress	In Progress	On schedule	92%
VBS - Operations	Visit Big Sky	No goals given	No deliverables given	On schedule	69%
Visitor Marketing and Events	Visit Big Sky	In Progress	In Progress	On schedule	100%
Water Conservation	Gallatin River Task Force	In Progress	In Progress	On schedule	54%
Water Tank Land Acquisition	Big Sky County Water & Sewer District No. 363	In Progress	In Progress	Delayed	0%
Watershed Monitoring	Gallatin River Task Force	In Progress	In Progress	On schedule	5%
Wayfinding Signage Project	Visit Big Sky	In Progress	In Progress	On schedule	30%
West Fork Nitrogen Reduction	Gallatin River Task Force	In Progress	Delayed	Delayed	8%
Wildlife Habitat Conservation Project	Grow Wild	In Progress	In Progress	On schedule	56%
Workforce Sustainability Research	Big Sky Chamber of Commerce	In Progress	In Progress	Delayed	28%



# FY25 FUNDING REQUEST OVERVIEW

Total Requests: **\$16,937,098** Budgeted Projection: \$13,900,934 (+22%)

45 Projects | 25 Sponsors



Sponsors\* collaborating with Madison & Gallatin Counties

Sponsors\* collaborating with local foundations

\*Nonprofit sponsors only

Aggregate Wage Data Average 1..... Lliah

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RENT

Ý	LOW	Average	High
Tier 1-Executive	\$80,000	\$132,278	\$225,000
Tier 2-VP	\$60,000	\$105,829	\$197,600
Tier 3-Director	\$40,000	\$82,394	\$140,000
Tier 4-Manager	\$45,000	\$73,031	\$124,800
Tier 5-Coordinator	\$23,400	\$60,427	\$110,000

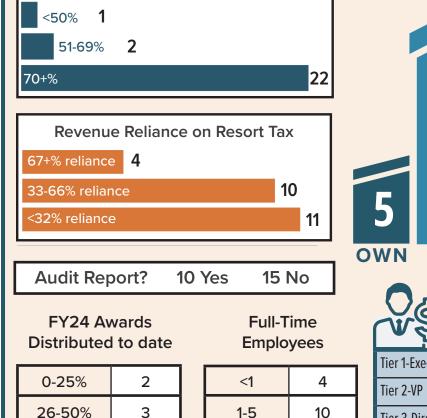
GOVERNMENT

51-75%

76-100%

11

7



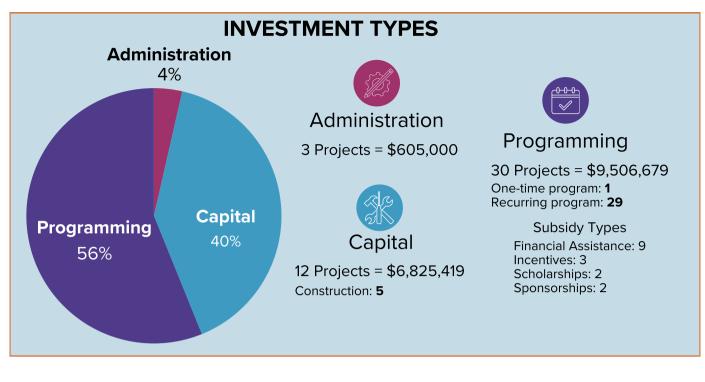
6-25

25+

6

4

# **PROJECT OVERVIEW**



REQUEST	Request Amount	\$25,000- \$99,999	\$100,000- \$249,999	\$250,000+
BREAKDOWN	Number of Projects	15	16	14

## **IMPACT AREAS**

