



Board Meeting Agenda

July 12th, 2023 | 9:00am

Big Sky Resort Area District

11 Lone Peak Drive #204

PO Box 160661

Big Sky, MT 59716

www.Resorttax.org

info@resorttax.org

406.995.3234

July's Board meeting will be held on Wednesday, July 12th at 9:00am
at the Resort Tax office (11 Lone Peak Drive, Suite #204) and through Zoom.

Join this meeting here: <https://us02web.zoom.us/j/84277848990>

I. Open Meeting

A. Roll Call — 9:00

B. Public Comment

C. Consent Agenda: Action — 9:05

a. Approval of Minutes: June 5th, 6th, & 8th, 2023

D. Regular Agenda

a. Resolution 2023-01—FY24 Awards: Action — 9:10

b. FY24 Calendar: Action — 9:15

c. Officer Elections: Action — 9:20

▪ Committee Appointments

d. New Business Late Fee Restructure: Discussion — 9:30

e. Opportunity Fund Application Review: Action — 9:35

▪ Solving the Transportation Problem for WMPAC

f. GRTF: Water Supply Resiliency Projects Contract Extension: Action — 9:45

g. Friends of the Library Project Consideration: Action — 9:55

E. Public Comment

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

** All Board Meetings are recorded and live streamed. Please visit [ResortTax.org](https://www.ResortTax.org) for more information.*

----- Forwarded Message -----

Subject:Kudos! I've Been Inspired.

Date:Thu, 22 Jun 2023 18:26:08 -0600

From:Karen D. <kdouglass5697@gmail.com>

To:jen@gallatinisa.org <jen@gallatinisa.org>

Dear Director Mohler,

Please forward this email to the governing board of GROW WILD and any appropriate funding partners.

Dear GROW WILD Board,

On Wednesday, June 21st, I had the privilege of touring the GROW WILD display at the Big Sky Farmers Market. It was absolutely phenomenal. My visit also included conversations with both Director Mohler and Sean. As a guest to your community, an educator, and one who is familiar with eradicating noxious weeds in my own community, I feel qualified to give the highest of accolades!

INVITING and INTERACTIVE: Both Director Mohler and Sean greeted my husband and I at the booth on Wednesday. They were truly passionate about the information and genuinely interested to hear about how they could support or educate us.

OBVIOUS: The display and materials made GROW WILD's mission and purpose very obvious. Conserve-Educate-Inspire around native vs invasive species and conserving the watershed ecosystems.

EDUCATIONAL: Through conversation and incredible displays, the visit to the Farmers Market Booth was very educational. As a visitor, I learned about native plants and was given a special invitation to visit the Crail Garden. There were other resources specifically for Big Sky Residents to aid in educating them to support GROW WILD's mission.

IMPRESSIVE: Let me just say, "Wow!" The trailer display was so carefully crafted and designed to make fabulous use of the space and every inch was professional, engaging, and educational. The content met the needs of a diverse audience. I can see toddlers enjoying the bright colors and textures and adult and seniors enjoying the opportunity to read and learn. The free stickers would capture a teen's eye and the items use raise funds were enticing!

GROW WILD was the highlight of my Farmers Market experience at Big Sky. AMAZING and PASSIONATE Staff with great resources to carry out your mission.

My favorite second experience, while in your community, was visiting Crail Gardens today. The gardens are beautiful, the bees were happy, and I loved seeing so many plants labeled! KUDOS!

My only advice: if these ladies ask for something to help them further your mission, listen careful and find the funding to provide. You have two gems!!

Sincerely,
Karen Douglass
Stevenson, WA
509-281-0031

From: [Dean Nally](#)
To: [Big Sky Resort Tax District Information](#)
Subject: recent allocations
Date: Sunday, June 11, 2023 5:47:57 AM

Read money was allocated to build public bathrooms for "TOWN CENTER". Has any thought been given to Meadow Village? and other communities of "BIG SKY"?

For years the "BUISNESSES" of these other communities have opened their doors, and provided said service.

PLEASE consider "COMMUNITY"- "BIG SKY"when making decisions.

We ALL pay resort taxes!!!!

Dean



Application Review #1 Meeting Minutes

June 5th, 2023 | 5:30 PM

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

FY24 Application Review meetings were held on Monday, June 5th, Tuesday, June 6th, and Thursday, June 8th, at 5:30 pm at BASE Community Center (285 Simkins Dr) and through Zoom.

I. Open Meeting

[00:02:08](#) Sarah Blechta began the meeting with a chair statement. Sarah discussed intention for strategic investments and commitment to reserves. Sarah explained how collections have decreased over the last few months and application requests are outpacing revenue.

[00:04:43](#) Sarah explained how resort tax provides tax relief and matches needs in the community.

[00:05:39](#) Sarah thanked everyone in the community who dedicate time and energy to Big Sky.

[00:07:35](#) Sarah explained that Arts & Education, Economic Development, Housing, and Public Works will be reviewed tonight, and preliminary motions will be made but decisions will not be finalized until Thursday, June 8.

A. Roll Call

All Board Members present.

B. Public Comment

[00:08:39](#) Jenny Muskat reviewed how to make public comment.

[00:09:56](#) Jenny reviewed public comments received prior to the meeting. (comments can be read here: [\[link\]](#))

C. Regular Agenda

a. ~~Intro & Chair Statement: Action~~ (moved to beginning of meeting)

D. Application Review: Action

[00:11:25](#) Kevin Germain discussed his philosophy and future capital needs. Kevin thanked all the applicants and for all the do for our community.

[00:12:47](#) Ciara Wolfe thanked all nonprofits and the hard work their teams are doing. Ciara explained her approach to assessing a successful project through growth over time and suggested a 7.5% growth increase over last year as a starting point. Ciara also encouraged 1:1 match for every project.

[00:16:08](#) Steve Johnson shared appreciation for previous BSRAD Board Members. Steve shared his philosophy for strategic planning and investments in infrastructure. Steve encouraged matching funds for maintenance and operating requests to demonstrate community support and the value of services.

[00:19:16](#) Grace Young explained her philosophy was making Big Sky a place everyone can call home.

[00:22:04](#) Sarah Blechta explained her philosophy and encouraged matching funds.

[00:23:23](#) Daniel Bierschwale discussed prevalent operations reliance and suggested matching funds, project annuity impacts, and matching funds for capital requests.

[00:25:24](#) Daniel reviewed application process and decision-making tools to help guide a comprehensive community strategy.

[00:27:06](#) Daniel explained Prioritize tool and ranking system. (prioritize ranking can be viewed here: [\[link\]](#))

[00:28:09](#) Daniel reviewed available funds and the budget, including committed government services funding.

[00:32:12](#) *Public Comment:* Al Malinowski gave an update on the Post Office; the contract has been extended to May 2024 while the US Postal Service finds a location.

a. Arts & Education

[00:34:11](#) Daniel Bierschwale reviewed the projects, Prioritize rankings, and suggested contingencies for Arts & Education.

[00:36:17](#) **Motion:** fund Arts Council of Big Sky's '2024 Music in the Mountains' for \$235,000 and Warren Miller Performing Arts Center's 'Annual Cultural Programming at WMPAC' for \$250,000: Kevin Germain

Second: Steve Johnson

[00:36:30](#) Kevin Germain explained reasoning for funding and discussed minor increases year over year.

[00:37:14](#) Ciara Wolfe calculated a 7.5% increase for Annual Cultural Programming at WMPAC would be \$242,875.

[00:37:30](#) Steve Johnson discussed track record of Arts Council and WMPA. Grace Young agreed.

[00:38:20](#) **Vote: Motion Passed**

[00:38:44](#) **Motion:** fund Morningstar Learning Center's 'Early Childhood Education & Tuition Assistance' for \$425,000: Kevin Germain

Second: Ciara Wolfe

[00:38:59](#) Board members discussed the need for childcare and affordability.

[00:39:37](#) **Vote: Motion Passed** Unanimously

[00:40:11](#) **Motion:** fund Morningstar Campus Expansion for \$750,000 with contingency of final plan being presented and approved by Board: Ciara Wolfe

Second: Grace Young

[00:40:28](#) Daniel Bierschwale explained contingency.

[00:40:51](#) Kevin Germain shared concerns about the project being ready to move forward and the future costs. Kevin suggested \$200,000 for initial planning, architecture, and bids.

[00:41:54](#) Ciara Wolfe asked, and Mariel Butan from Morningstar Learning Center discussed timeline, options, costs, and funding.

[00:44:16](#) Ciara Wolfe was supportive of project and discussed contingencies. Steve Johnson discussed location and safety concerns but was supportive of the project to meet community needs. Grace Young discussed the need for childcare.

[00:48:35](#) Kevin Germain asked, and Mariel Butan discussed preferred option that would serve the most children. Kevin discussed reserves for funding capital projects when a plan is complete.

[00:52:44](#) **Vote: Motion Passed**

[00:53:26](#) **Motion:** fund Big Sky Discovery Academy's 'Early Childhood Program & Tuition Assistance' for \$170,000: Kevin Germain

Second: Grace Young

[00:54:06](#) Ciara Wolfe discussed costs per hour for childcare, Morningstar is under \$8/hour and Discovery Academy is almost \$15/hour. Ciara did not believe funding was equitable and suggested funding the same costs for each. Sarah Blechta discussed the budget for the project and made suggestions for equity.

[01:00:35](#) Steve Johnson was supportive of childcare but shared concerns with location's safety. Steve was interested in a childcare study.

[01:01:18](#) Sarah Blechta discussed equity. Sarah and Ciara suggested funding \$50,000 for tuition assistance. Ciara pointed out this project was ranked low in priority by the public.

[01:03:46](#) Scott Poloff from Discovery Academy explained costs and early childhood education.

[01:06:25](#) Seth made public comments regarding childcare and in support of funding childcare projects.

[01:09:52](#) **Vote:** Motion does not pass.

[01:10:36](#) **Motion:** fund Big Sky Discovery Academy's 'Early Childhood Program & Tuition Assistance' for \$100,000: Sarah Blechta

Second: Kevin Germain

[01:11:08](#) Sarah Blechta shared appreciation for Discovery Academy and Morningstar and explained her motion for \$100,000 without restrictions.

[01:13:03](#) Ciara Wolfe shared concerns with spending public funds for twice the price of other options. Ciara and Sarah discussed no longer having wait lists at the Big Sky School District.

[01:15:02](#) Sarah suggested amending motion to include scholarship available for only those ineligible for the 4k program at the Big Sky School District. Board members discussed but did not amend the motion.

[01:16:30](#) Kara Edgar made public comments regarding education cost.

[01:17:34](#) Liz McFadden made public comments in support of Discovery Academy.

[01:18:49](#) Payton Huler made public comments in support of Discovery Academy.

[01:20:01](#) **Vote: Motion Passed** 3-2

b. Economic Development

[01:21:17](#) Daniel Bierschwale reviewed projects in Economic Development and noted Visit Big Sky's (VBS) 'Destination Research & Stewardship Plan' was not forecasted last year and would build a future annuity. Contingency suggested for VBS's 'Visitor Marketing & Events' to include support from businesses.

[01:22:39](#) **Motion:** fund VBS's 'Visitor Marketing & Events' for \$275,000, 'VBS Operations' for \$240,000, VBS's 'Destination Research & Stewardship Plan' for \$230,000, Big Sky Chamber of Commerce's (BSCOC) 'BSCOC Operations' for \$126,000, BSCOC's 'Development of Business Skills Programming' for \$79,000, and BSCOC's 'Workforce Sustainability Research' for \$26,000: Kevin Germain

Second: Sarah Blechta

[01:22:55](#) Kevin Germain discussed marketing, summer projections and supported economic development and businesses collecting resort tax.

[01:24:11](#) Ciara Wolfe discussed growth and using 7.5% increase year over year for projects which included VBS Operations at \$197,262 and BSCOC's 'Development of Business Skills Programming' at \$75,250.

[01:25:47](#) Steve Johnson discussed tourism promotion and proposed a balanced funding approach with 1/3 from State lodging tax, 1/3 from businesses, and 1/3 from resort tax.

[01:26:57](#) Brad Niva from Visit Big Sky and the Chamber of Commerce discussed \$825,000 state funding and rules.

[01:27:49](#) Sarah Blechta asked about managing shoulder seasons and business needs. Brad Niva explained their focus was on extending seasons not necessarily shoulder seasons.

[01:29:45](#) Sarah Blechta shared support for marketing and agreed with a 7.5% increase from last year.

[01:30:54](#) **Amended Motion:** 'VBS Operations' for \$240,000, VBS's 'Destination Research & Stewardship Plan' for \$230,000, Big Sky Chamber of Commerce's (BSCOC) 'BSCOC Operations' for \$126,075, BSCOC's 'Development of Business Skills Programming' for \$79,000, and BSCOC's 'Workforce Sustainability Research' for \$26,000 (VBS's 'Visitor Marketing & Events' not included in motion)

[01:31:23](#) Ciara Wolfe proposed VBS Operations at \$197,262 and BSCOC's 'Development of Business Skills Programming' at \$75,250. Board members discussed.

[01:35:21](#) Brad Niva clarified cost of Visitor Center being open 6 days a week verses 5 or 4.5 days a week.

[01:35:46](#) **Vote:** Motion does not pass.

[01:36:05](#) **Motion:** fund 'VBS Operations' for \$200,000, VBS's 'Destination Research & Stewardship Plan' for \$230,000, Big Sky Chamber of Commerce's (BSCOC) 'BSCOC Operations' for \$126,075, BSCOC's 'Development of Business Skills Programming' for \$75,000, and BSCOC's 'Workforce Sustainability Research' for \$26,000: Ciara Wolfe

Second: Grace Young

[01:37:54](#) **Vote: Motion Passed** 4-1

[01:39:01](#) **Motion:** fund Visitor Marketing & Events for \$150,000: Sarah Blechta

Second: Kevin Germain

[01:39:28](#) Sarah Blechta shared support for marketing and did not support funding events. Board members discussed the needs of businesses and seasonality and requested a survey of businesses.

[01:46:25](#) Seth Griggs Ryan shared public comment related to seasonality.

[01:48:48](#) Brad Niva shared economic data including 14% less visitors this winter and discussed budgets.

[01:52:10](#) Anna Johnson with the Big Sky Chamber discussed the needs of businesses.

[01:53:07](#) Mike Schols shared public comments related to tourism development and marketing.

[01:54:44](#) **Vote: Motion Passed** 4-1

c. Housing

[01:55:24](#) Daniel Bierschwale reviewed recommendations for housing projects.

[01:56:17](#) **Motion:** fund Big Sky Community Housing Trust's (BSCHT) 'Good Deeds' for \$800,000, 'BSCHT Operations' for \$225,000, and 'Rent Local' for \$150,000: Ciara Wolfe

Second: Kevin Germain

[01:56:37](#) Ciara Wolfe discussed housing needs in the community and BSCHT's operations. Board members discussed the importance of housing projects and fully supported funding.

[01:58:49](#) **Vote: Motion Passed** Unanimously

d. Public Works

[01:59:10](#) Daniel Bierschwale reviewed public works projects and contingency recommendations.

[02:02:14](#) Ron from the Big Sky County Water & Sewer District explained costs related to Water Tank Land Acquisition.

[02:02:49](#) **Motion:** fund Big Sky County Water & Sewer District's 'Centrifuge Sludge Press' for \$780,000 at 60% of request and 'Water Tank Land Acquisition' for 60% of costs up to \$60,000: Sarah Blechta

Second: Ciara Wolfe

[02:03:19](#) Sarah Blechta explained the basis of 60% and board members discussed.

[02:05:46](#) Ciara Wolfe asked, and Ron explained other funding sources.

[02:07:10](#) Board Members discussed water and sewer district projects and needs.

[02:14:01](#) **Vote: Motion Passed** Unanimously

[02:14:15](#) **Motion:** fund Friends of the Big Sky Community Library projects at 7.5% increase from last year for 'Big Sky Community Library Operations' at \$71,500 and 'Library Programming & Services' at \$67,000, and fund 'Library District Preparation & Ballot' for \$45,000: Ciara Wolfe

Second: Kevin Germain

[02:15:40](#) Board members discussed creation of a Library District. Steve Johnson suggested a contingency regarding Library operations and leadership.

[02:18:03](#) **Vote: Motion Passed** Unanimously

[02:18:29](#) **Motion:** fund Visit Big Sky's (VBS) 'Wayfinding Signage Project' for \$200,000 with a contingency not to include LED light board: Sarah Blechta

Second: Ciara Wolfe

[02:19:10](#) Sarah Blechta shared support and concerns for Wayfinding Signage Project.

[02:21:27](#) Brad Nive from VBS explained LED lights, signage location, and messaging.

[02:24:39](#) **Vote: Motion Passed** 4-1

[02:25:08](#) **Motion:** fund VBS's 'Town Center Public Bathrooms' for \$370,000: Grace Young

Second: Kevin Germain

[02:25:18](#) Grace Young explained reasoning for motion and supported public bathrooms. Ciara Wolfe suggested a 50/50 match as this project has no matching funds. Steve Johnson requested support from Town Center Owners Association.

[02:26:42](#) John Bowersocks from Town Center Owners Association clarified they will be responsible for maintenance of the bathrooms.

[02:27:31](#) Brad Nive of VBS discussed public support for bathrooms.

[02:28:11](#) Whitney Montgomery shared support for public bathrooms.

[02:28:40](#) **Vote: Motion Passed** 3-2

E. Public Comment

[02:28:58](#) Motion to Adjourn

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

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Application Review #2 Meeting Minutes

June 6th, 2023 | 5:30 PM

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

FY24 Application Review meetings were held on Monday, June 5th, Tuesday, June 6th, and Thursday, June 8th, at 5:30 pm at BASE Community Center (285 Simkins Dr) and through Zoom.

I. Open Meeting

[00:01:47](#) Sarah Blechta called meeting to order at 5:30pm.

A. Roll Call

[00:01:56](#) All board members present.

[00:02:22](#) Sarah Blechta explained review process with tentative decisions being made during this meeting and final decisions will be made on Thursday June 8th.

B. Public Comment

[00:03:56](#) Jenny Muscat explained directions for public comment and reviewed public comment received prior to meeting.

C. Application Review: Action

[00:07:14](#) Kevin Germain explained his philosophy including planning for future infrastructure and capital projects. Kevin thanked all collectors and businesses who make these investments possible.

[00:08:21](#) Ciara Wolfe explained her approach of 7.5% increased growth for projects from last year and discussed declining collections. Ciara encouraged at least 1:1 matching funds. Ciara also heavily weighted public support for projects.

[00:10:36](#) Steve Johnson expressed support for funding strategic investments with lasting value as a priority and matching funds.

[00:12:26](#) Grace Young discussed her process including matching funds and public support.

[00:14:03](#) Sarah Blechta discussed funding process and dispelled misconceptions around cutting budgets and reminded everyone these are public funds used for community needs.

[00:16:54](#) Daniel Bierschwale shared an overview of process, project requests, and contingency recommendations.

[00:20:23](#) Daniel explained the prioritize tool and community engagement.

[00:21:51](#) Daniel reviewed budget, including precommitments and government services, and reviewed preliminary decisions from Monday June 5th.

[00:24:37](#) Emily O'Connor with the Gallatin River Task Force explained they were reducing their request for Gallatin River Access Restoration from \$184,083 to \$127,083.

a. Health & Safety

[00:25:38](#) Daniel Bierschwale gave an overview of the projects under Health & Safety.

[00:26:30](#) **Motion:** fund Wellness in Action's (WIA) 'Counseling Services Hub - Building Remodel' for \$100,000 and 'Sliding Scale Support for Counseling Services' for \$50,000: Ciara Wolfe

Second: Kevin Germain

[00:26:47](#) Ciara Wolfe noted the tax dollars collected from recreational cannabis sales were \$150,000 over the last year and supported those dollars being invested in counseling services. Board members agreed.

[00:28:12](#) Public Comment in support of Wellness in Action.

[00:28:59](#) Seth Griggs Ryan shared support for Wellness in Action and noted Rimrock Foundation will be delivering Narcan kits and training free for the community.

[00:30:30](#) Danielle Osti Chenoweth made public comment in support of counseling services and Wellness in Action's 'Counseling Services Hub – Building Remodel'.

[00:32:56](#) **Vote: Motion Passed** Unanimously

[00:33:18](#) **Motion:** fund Big Sky Community Food Bank's 'Emergency Food & Social Services for \$70,000: Kevin Germain

Second: Grace Young

[00:33:28](#) Kevin Germain thanked Sarah Gaither of the Food Bank for all she does for the community.

[00:33:35](#) Ciara Wolfe shared support for funding \$55,500 as 7.5% increase over last year.

[00:34:36](#) Sarah Gaither from the Big Sky Community Food Bank thanked the board and explained the increase due to 8% inflation (\$1.48/pound of food now \$1.60/pound of food) and 97% increase, almost double, in service numbers and purchased 250% more food over last year.

[00:36:00](#) **Vote: Motion Passed** 4-1

[00:36:34](#) **Motion:** fund Big Sky Community Organization's (BSCO) 'BASE as Disaster Relief Shelter' for \$100,000: Sarah Blechta

Second: Kevin Germain

[00:36:45](#) Sarah Blechta shared support for this project as a safe space for children and a place for the community in case the power were to go out.

[00:37:37](#) Kevin Germain questioned circumstances of natural disasters and if the community would use this.

[00:38:22](#) Ciara Wolfe supported project as they had matching funds, if the budget affords, and considered it a want over critical need. Grace Young shared similar concerns but asked about other options.

[00:39:23](#) Sarah Blechta discussed natural disasters and the concern for losing power over a natural disaster.

[00:40:37](#) Whitney Montgomery of BSCO explained the Red Cross had approached BASE as being a disaster relief shelter in the case of any natural disaster and felt it was a need from the community. Whitney explained partnership with the Fire Department who was requesting a FEMA grant for the generator and this project would fund the concrete pad and connection to building.

[00:41:27](#) Greg Megaard of the Fire Department explained generator funding and community need.

[00:42:21](#) Dan Taft shared public comment in opposition to project.

[00:42:50](#) **Vote: Motion Passed** 4-1

b. Recreation & Conservation

[00:44:30](#) **Motion:** fund Gallatin River Task Force's (GRTF) 'West Fork Nitrogen Reduction' for \$316,337: Kevin Germain

Second: Sarah Blechta

[00:44:45](#) Kevin Germain discussed the importance of the Gallatin River to the community.

[00:45:26](#) Ciara Wolfe discussed matching funds and high priority rating from the community.

[00:46:33](#) Seth Griggs Ryan shared public comments related to fertilization and landscaping, and asked how the project would reduce nitrogen related to construction and golf course maintenance.

[00:47:52](#) Kristin Gardner of GRTF explained a wetland designed to treat and reduce 1,000 pounds of nitrogen a year.

[00:48:38](#) **Vote: Motion Passed** Unanimously

[00:48:54](#) Daniel Bierschwale explained recommended contingencies and reviewed projects with less than 50% matching funds.

[00:49:42](#) **Motion:** fund BSCO's 'Trail Projects & Safety' for \$150,000 and 'Parks & Trails Equipment' for \$115,000: Steve Johnson

Second: Grace Young

[00:51:01](#) Kevin Germain discussed high scoring for parks and recreation among community and shared concerns with rising costs and compared other cities. Kevin shared support for assessment.

[00:52:35](#) Ciara Wolfe encouraged 1:1 matches with all BSCO projects and suggested funding 'Trail Projects & Safety' for \$100,000 and 'Parks & Trails Equipment' for \$73,718.

[00:53:39](#) Whitney Montgomery with BSCO discussed correlation between recreation and behavioral health. Whitney discussed fundraising to meet 1:1 match next year.

[00:56:16](#) **Vote: Motion Passed** 4-1

[00:56:59](#) **Motion:** fund Big Sky Trails, Recreation, and Parks (BSTRP) 'Recreational Asset Maintenance' for \$955,346: Sarah Blechta

Second: Kevin Germain

[00:57:25](#) Sarah Blechta shared support for assessment and explained funding 85% of the request. Ciara Wolfe suggested \$1.1 million at a 7.5% increase over last year.

[01:00:25](#) Steve Johnson recused himself from voting on this project as he is a BSTRP Board Member.

[01:03:07](#) Al Malinowski, BSTRP Board Member, answered questions and explained cost increases and expanded services. Al explained the assessment process and timing; and Board Members discussed.

[01:13:37](#) **Vote:** Motion did not pass 1-3

[01:14:08](#) **Motion:** fund Big Sky Trails, Recreation, and Parks (BSTRP) 'Recreational Asset Maintenance' for \$1,123,936: Kevin Germain

Second: Ciara Wolfe

[01:18:06](#) **Vote: Motion Passed** 3-1

[01:18:39](#) **Motion:** fund Gallatin River Task Force's (GRTF) 'Gallatin River Access Restoration' for \$127,083: Kevin Germain

Second: Grace Young

[01:19:23](#) **Vote: Motion Passed** Unanimously

[01:19:57](#) **Motion:** fund Big Sky Sustainability Network Organization's (SNO) 'Solarize Big Sky: Riverview' for \$215,000 (a 1:1 match): Ciara Wolfe

Second: Sarah Blechta

[01:21:44](#) Lizzy Peyton with SNO discussed matching funds through grants and explained eligibility requirements. Board Members asked questions and Lizzy made clarifications.

[01:23:23](#) **Motion Amended:** fund Big Sky Sustainability Network Organization's (SNO) 'Solarize Big Sky: Riverview' for \$210,000: Ciara Wolfe

Second: Sarah Blechta

[01:23:40](#) **Vote: Motion Passed** 3-2

[01:24:28](#) **Motion:** fund BSCO's 'Big Sky Community Park Implementation Phase 1' for \$718,000 with contingency to formally request funding from the Futbol Club: Sarah Blechta

Second: Steve Johnson

[01:25:02](#) Sarah Blechta explained various entities using the park share funding.

[01:26:11](#) Whitney Montgomery discussed community input and support.

[01:27:09](#) **Vote: Motion Passed** Unanimously

[01:27:56](#) **Motion:** fund GRTF's 'Water Planning, Coordination & Outreach' for \$219,794: Steve Johnson
Second: Kevin Germain

[01:29:23](#) Ciara Wolfe explained recommendation of matching funds and funding \$160,000; Sarah Blechta agreed.

[01:30:34](#) **Vote: Motion Passed** 3-2

[01:31:06](#) **Motion:** fund Center for Large Landscape Conservation's 'US-191/MT-64 Assessment: Action Plan Development' for \$85,000: Steve Johnson
Second: Grace Young

[01:31:24](#) Steve Johnson explained unanimous support and recommendation from Gallatin County Commission.

[01:32:56](#) Ciara Wolfe suggested 1:1 match at \$77,500. Steve Johnson discussed current matching funds from Gallatin County and FEMA.

[01:33:41](#) Abigail Brewer with the Center for Large Landscape Conservation shared work on 191 and throughout the state of Montana. Abigail discussed grants and federal funding for wildlife crossings and search for additional funding.

[01:35:39](#) **Vote: Motion Passed** 4-1

[01:36:34](#) **Motion:** fund GRTF's 'Middle Fork Restoration' for \$82,736, 'Water Conservation' for \$67,791, and 'Watershed Monitoring' for \$50,580: Sarah Blechta
Second: Steve Johnson

[01:36:53](#) Sarah Blechta discussed importance of water to the community.

[01:37:17](#) Ciara Wolfe suggested funding 'Water Conservation' for \$61,000 at 7.5% increase.

[01:37:54](#) Emily O'Connor with GRTF explained scope of work, increased costs, and matching funds.

[01:38:54](#) Whitney Montgomery with BSCO offered to remove 2 of their projects, 'New Accounting Software' and 'Two-Way AV Communications Platform' from funding request.

[01:39:40](#) **Vote: Motion Passed** Unanimously

[01:41:23](#) **Motion:** fund SNO's 'Climate Action Plan (CAP) Implementation' for \$43,000, a 7.5% increase from last year: Ciara Wolfe
Second: Kevin Germain

[01:42:10](#) Lizzy Peyton with SNO explained the increase was due to hiring a consultant.

[01:43:24](#) Board Members asked questions and discussed SNO's 'Climate Action Plan (CAP) Implementation' and 'Green Build Toolkit.'

[01:47:03](#) Amy Fonte with SNO discussed the 'Green Build Toolkit' and collaboration.

[01:48:48](#) **Vote:** Motion did not pass

[01:49:21](#) **Motion:** fund SNO's 'Climate Action Plan (CAP) Implementation' for \$60,000: Kevin Germain
Second: Grace Young

[01:51:01](#) **Vote: Motion Passed** 4-1

[01:51:26](#) **Motion:** not to fund 'Green Build Toolkit' or 'Solarize Big Sky: Credit Program' projects: Ciara Wolfe
Second: Sarah Blechta

[01:51:58](#) Board Members discussed and asked SNO questions. Lizzy Peyton answered questions and discussed project priorities.

[02:00:03](#) **Amended Motion:** to fund 'Green Build Toolkit' for \$90,000 and not fund 'Solarize Big Sky: Credit Program': Ciara Wolfe
Second: Sarah Blechta

[02:03:33](#) **Vote: Motion Passed** 4-1

[02:04:17](#) *Break*

[02:11:56](#) *Returned from Break at 7:41pm*

[02:12:10](#) **Motion:** fund Southwest Montana Mountain Bike Association's (SWMMBA) 'Big Sky Community Park Pump Track - Phase 2' for \$50,000: Kevin Germain

Second: Ciara Wolfe

[02:12:22](#) Board Members discussed. Ciara Wolfe supported this project as it had more than 50% matching funds.

[02:13:24](#) **Vote: Motion Passed** Unanimously

[02:13:39](#) **Motion:** fund Gallatin Invasive Species Alliance's (GISA) 'Invasive Species Education Project' for \$36,609, a 7.5% increase over last year: Ciara Wolfe

Second: Kevin Germain

[02:14:27](#) Jen Mohler with GISA, now Grow Wild, discussed projects and their impact.

[02:16:03](#) **Vote: Motion Passed** Unanimously

[02:16:13](#) **Motion:** fund Big Sky Community Organization's (BSCO) 'Community Warming Hut & Green Room' for \$50,000: Kevin Germain

Second: Steve Johnson

[02:16:33](#) Ciara Wolfe suggested funding for \$37,500 at a 1:1 match and Sarah Blechta agreed.

[02:16:51](#) Sarah asked questions regarding funding from the Arts Council of Big Sky and Whitney Montgomery clarified they will be paying an annual rent.

[02:17:41](#) **Amended Motion:** fund Big Sky Community Organization's (BSCO) 'Community Warming Hut & Green Room' for \$37,500: Kevin Germain

Second: Steve Johnson

[02:18:19](#) **Vote: Motion Passed** Unanimously

[02:18:46](#) **Motion:** fund SNO's 'Carpool Incentivization Program' for \$50,000: Sarah Blechta

Second: Kevin Germain

[02:18:57](#) Sarah Blechta supported this project as a supplement to public transportation and supported fewer cars on the roads. Ciara Wolfe shared support for safety.

[02:19:52](#) **Vote: Motion Passed** 4-1

[02:20:25](#) Sarah Blechta reminded everyone that BSCO pulled their request for 'Two-Way AV Communications Platform' project.

[02:20:46](#) **Motion:** not to fund Big Sky Skijoring's 'Best in the West Showdown Annual Skijoring Event': Sarah Blechta

Second: Ciara Wolfe

[02:20:51](#) Sarah Blechta explained concerns with funding for-profit events and creating a precedent. Ciara Wolfe agreed.

[02:22:12](#) Justa Adams with Big Sky Skijoring explained the need for land and space for track.

[02:23:27](#) **Vote: Motion Passed** Unanimously

[02:23:54](#) **Motion:** fund Gallatin Valley Snowmobile Association's (GVSA) 'Buck Ridge Snowmobile Trail Additional Groomings' for \$30,000: Kevin Germain

Second: Grace Young

[02:24:16](#) Ciara Wolfe suggested \$29,029 at 7.5% over last year.

[02:25:21](#) **Vote: Motion Passed** 4-1

[02:25:53](#) **Motion:** fund Gallatin Invasive Species Alliance (GISA/Grow Wild) projects at 7.5% over last year, 'Grail Gardens Project' for \$24,837, 'Landowner Stewardship Project' for \$25,180, 'Wildlife Habitat Conservation Project' for \$23,171, and 'Clean Recreation Project' for \$17,608: Ciara Wolfe

Second: Grace Young

[02:26:50](#) Kevin Germain asked and Jen Mohler, with GISA/Grow Wild, explained budget, funding, and rebranding.

[02:30:25](#) Grace Young asked about fees for services and Jen Mohler explained.

[02:32:19](#) Lizzy Peyton made public comment in support of GISA/Grow Wild.

[02:33:12](#) Shawn Simpson with GISA/Grow Wild made public comment in support of GISA/Grow Wild.

[02:38:18](#) Madeleine Feher made public comment in support of GISA/Grow Wild.

[02:39:31](#) Board Members discussed GISA/Grow Wild projects.

[02:42:59](#) Susan Lance shared public comment.

[02:44:17](#) **Vote:** Motion did not pass 1-4

[02:44:45](#) **Motion:** fund Gallatin Invasive Species Alliance (GISA/Grow Wild) projects, 'Grail Gardens Project' for \$37,037, 'Landowner Stewardship Project' for \$36,307, 'Wildlife Habitat Conservation Project' for \$29,167, and 'Clean Recreation Project' for \$25,855: Kevin Germain

Second: Steve Johnson

[02:46:13](#) **Vote: Motion Passed** 4-1

E. Public Comment

[02:47:00](#) Brad Niva, Big Sky Chamber of Commerce and Visit Big Sky, asked question about previous year's funding awards.

[02:48:29](#) Lizzy Peyton, Big Sky SNO, shared comments regarding equality vs equity, and solutions.

[02:49:48](#) Motion to Adjourn

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

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



Application Review #3 Meeting Minutes

June 8th, 2023 | 5:30 PM

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

FY24 Application Review meetings were held on Monday, June 5th, Tuesday, June 6th, and Thursday, June 8th, at 5:30 pm at BASE Community Center (285 Simkins Dr) and through Zoom.

I. Open Meeting

[00:04:54](#) Sarah Blechta began meeting by discussing expectations and making clarifications. Sarah suggested a board working session to set parameters for future requests.

[00:08:58](#) Sarah reiterated that requests for desired project allocations continues to outpace District revenue.

A. Roll Call: *All Board Members present.*

B. Public Comment

[00:09:40](#) Jenny Muscat explained directions for public comment and reviewed public comment received prior to meeting.

[00:12:55](#) Daniel Bierschwale gave a short summary of tentative decisions from June 5th and 6th meetings. Daniel explained reductions.

[00:14:36](#) Whitney Montgomery of Big Sky Community Organization, explained they were removing 'BASE as Disaster Relief Shelter' from requests due to FEMA grant cycle.

[00:15:14](#) Warren Miller Performing Arts Center's (WMPAC) 'Annual Cultural Programming at WMPAC' project request was reduced to \$240,000.

[00:16:39](#) Brad Niva of Big Sky Chamber of Commerce and Visit Big Sky, shared they reviewed other funding sources and reduced their request for 'Wayfinding Signage Project' to \$100,000.

C. Consent Agenda

a. Approval of Minutes: May 3rd, 2023

b. Finance Report: February, March, & April 2023

[00:18:11](#) Motion: Approve Consent Agenda: Steve Johnson

Second: Grace Young

[00:18:37](#) **Vote: Motion Passed** Unanimously

D. Regular Agenda

a. Opportunity Fund: Action (*Moved to end of meeting*)

E. Application Review: Action

All Impact Areas

[00:19:09](#) **Motion:** projects given 7.5% increase and 1:1 matching funds as a starting base line including: 'Emergency Food & Social Services' at \$55,473; 'Centrifuge Sludge Press' at \$650,000; 'Town Center Public Bathrooms' at \$185,000; 'West Fork Nitrogen Reduction' at \$227,079; 'Water Planning, Coordination, and Outreach' at \$160,000; 'Trails Project & Safety' at \$100,000; 'Parks & Trails Equipment' at \$73,718; 'US-191/MT-64 Assessment: Action Plan Development' at \$77,418; 'Climate Action Plan (CAP) Implementation' at \$43,000, 'Crail Gardens Project' at \$24,837; 'Landowner Stewardship Project' at \$25,187; 'Buck Ridge Snowmobile Trail Additional Groomings' at \$29,025; 'Wildlife Habitat Conservation Project' \$23,171; 'Clean Recreation Project' at \$17,608: Ciara Wolfe

Second: Grace Young

[00:37:15](#) Ciara Wolfe discussed rational for increase and matching funds.

[00:39:10](#) Ciara Wolfe discussed smart sustainable growth and 1:1 matching funds as best practice.

[00:41:49](#) Grace Young explained her reasoning for supporting this motion.

[00:42:56](#) Sarah Blechta requested to pull 'Emergency Food & Social Services', 'West Fork Nitrogen Reduction', and 'Town Center Public Bathrooms' from motion and explained rational.

[00:44:33](#) Kevin Germain discussed expectations and future project requests.

[00:48:27](#) Jen Mohler from Grow Wild (formerly Gallatin Invasive Species Alliance) discussed budget and projects.

[00:50:17](#) Lizzy Peyton from Big Sky SNO discussed their Climate Action Plan Implementation.

[00:51:20](#) Whitney Montgomery from BSCO shared public comments regarding applications process and criteria.

[00:53:24](#) **Vote: Motion Passed 3-2**

[00:53:47](#) **Motion:** fund 'Emergency Food & Social Services' at \$70,000, 'West Fork Nitrogen Reduction' at \$316,337, and 'Town Center Public Bathrooms' at \$370,000: Sarah Blechta

Second: Ciara Wolfe

[00:56:49](#) **Vote: Motion Passed** Unanimously

[00:56:59](#) **Motion:** fund 'Centrifuge Sludge Press' at \$500,000: Kevin Germain

Second: Steve Johnson

[00:57:45](#) Kevin Germain and Steve Johnson explained reasoning.

[01:00:21](#) **Vote: Motion Passed** Unanimously

[01:00:42](#) **Motion:** fund 'US-191/MT-64 Assessment: Action Plan Development' at \$85,000 and 'Water Planning, Coordination & Outreach' at \$219,794: Kevin Germain

Second: Steve Johnson

[01:01:30](#) Kevin Germain discussed reasoning. Board Members discussed support and collaboration.

[01:02:36](#) **Vote: Motion Passed** Unanimously

[01:02:56](#) **Motion:** fund 'Climate Action Plan (CAP) Implementation' at \$60,000 and 'Crail Gardens Project' at \$37,037:

Kevin Germain

Second: Grace Young

[01:03:32](#) Kevin Germain discussed equality verses equity.

[01:06:32](#) **Vote: Motion Passed** Unanimously

[01:06:59](#) **Motion:** fund 'Wildlife Habitat Conservation Project' at \$29,167 and 'Landowner Stewardship Project' at \$36,307: Kevin Germain

Second: Steve Johnson

[01:07:38](#) Board Members discussed growth. Ciara Wolfe explained funding Opportunity fund and projects that were not requested due to expectation of Opportunity fund.

[01:11:17](#) Sarah Blechta asked about matching funding and Jen Mohler from Grow Wild explained.

[01:14:52](#) **Vote: Motion Passed** 3-2

[01:15:28](#) **Motion:** fund 'Trail Projects & Safety' at \$150,000 and 'Parks & Trails Equipment' at \$115,000: Steve Johnson

Second: Ciara Wolfe

[01:17:30](#) **Vote: Motion Passed** Unanimously

[01:18:19](#) **Motion:** fund 'Buck Ridge Snowmobile Trail Additional Groomings' at \$30,000: Steve Johnson

Second: Kevin Germain

[01:19:49](#) **Vote: Motion Passed** 4-1

[01:20:21](#) **Motion:** fund 'Morningstar Campus Expansion' at \$200,000: Kevin Germain

Second: Steve Johnson

[01:20:33](#) Kevin Germain explained reasoning and shared concerns with timing.

[01:21:53](#) Board members discussed contingencies and Kevin requested a contingency of quarterly updates.

[01:22:38](#) Steve Johnson requested a report and plan regarding childcare needs in the community.

[01:24:36](#) Ciara Wolfe asked, and Mariel Butan from Morningstar Learning Center explained project and timeline.

Board Members discussed and asked questions.

[01:34:00](#) Stephanie Kissel, Morningstar Learning Center board member, shared comments.

[01:34:59](#) **Vote: Motion Passed** 4-1

[01:35:29](#) **Motion:** fund VBS Operations at \$240,000: Kevin Germain

Second: Sarah Blechta

[01:35:53](#) Kevin Germain discussed collections and marketing and shared support for businesses.

[01:37:37](#) Grace Young and Sarah Blechta discussed.

[01:39:23](#) Brad Niva of Big Sky Chamber of Commerce and Visit Big Sky explained need for marketing funds and did not need funding for Operations.

[01:40:37](#) Laurance shared public comments regarding economic development.

[01:41:17](#) Stacy Masuda, board chair for Visit Big Sky, shared comments regarding marketing.

[01:42:35](#) Muhammad Abdullah shared public comments in support of Visit Big Sky.

[01:43:28](#) Sarah Gaither from the Big Sky Community Foodbank, explained workforce needs during shoulder season.

[01:44:16](#) **Motion Rescinded** at sponsor request.

[01:44:21](#) **Motion:** fund 'Visitor Marketing & Events' at \$275,000: Kevin Germain

Second: Steve Johnson

[01:44:42](#) Kevin Germain appreciated public comments.

[01:45:22](#) Sarah Blechta was supportive of funding marketing but did not support event funding. Grace Young agreed.

[01:46:29](#) Brad Niva of Big Sky Chamber of Commerce and Visit Big Sky discussed marketing and events and was okay with funding at \$200,000.

[01:48:50](#) Ennion Williams shared public comment in support of marketing.

[01:50:53](#) **Vote:** *Motion does not pass.*

[01:51:08](#) **Motion:** fund 'Visitor Marketing & Events' at \$200,000: Sarah Blechta

Second: Grace Young

[01:52:20](#) Public comment in support of events and marketing.

[01:53:09](#) Kevin Germain asked, and Brad Niva answered questions.

[01:56:06](#) Sarah Blechta shared concerns with funding some events and not funding others.

[01:57:41](#) **Vote: Motion Passed 4-1**

[01:59:33](#) **Motion:** \$550,000 to reserves: Ciara Wolfe

Second: Sarah Blechta

[02:01:30](#) Sarah Blechta explained the reasoning behind the Opportunity Fund.

[02:04:22](#) **Vote: Motion Passed** Unanimously

[02:04:33](#) Motion: \$147,829 in Opportunity Fund: Sarah Blechta

Second: Kevin Germain

[02:05:02](#) Grace Young asked, and Sarah Blechta explained the requirements of the Opportunity Fund.

[02:06:32](#) Lizzy Peyton from Big Sky SNO asked questions regarding the Opportunity Fund

[02:07:51](#) **Vote: Motion Passed** Unanimously

[02:08:24](#) Motion: Approve contingencies including 'Morningstar Campus Expansion' quarterly updates, 'Wayfinding Signage Project' contingency for no LED lighted signs, and 'Big Sky Community Park Implementation Phase 1' formal request through the Big Sky Football Club for BSCO project: Sarah Blechta

Second: Ciara Wolfe

[02:10:04](#) Joe Connor shared public comment against 'Wayfinding Signage Project.'

[02:11:06](#) **Vote: Motion Passed** Unanimously

F. Public Comment

[02:11:41](#) Ciara Wolfe commended sponsors who reduced their requests.

[02:12:22](#) **Motion to Adjourn**

BSRAD BOARD & STAFF: Sarah Blechta, Chair | Ciara Wolfe, Vice Chair | Steve Johnson, Secretary & Treasurer | 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 | Sara Huger, Office Manager

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**BIG SKY RESORT AREA DISTRICT
RESOLUTION NO. 2023-01**

**RESOLUTION OF THE BIG SKY RESORT AREA DISTRICT BOARD OF
DIRECTORS AUTHORIZING THE ALLOCATION OF RESORT TAX FUNDS FOR
FISCAL YEAR 2024: JULY 1, 2023 THROUGH JUNE 30, 2024**

**PURSUANT TO THE AUTHORITY VESTED IN THE BIG SKY RESORT AREA
DISTRICT BOARD OF DIRECTORS UNDER SECTION 7-6-1542, MCA, AND
SECTION 7-6-1547(4), MCA, THE BOARD OF DIRECTORS HEREBY RESOLVES TO
ADOPT RESOLUTION NO. 2023-01 AS FOLLOWS:**

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

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

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

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

WHEREAS, the Board had previously approved appropriation of resort tax funds for FY24 for Big Sky County Water and Sewer District, Gallatin County Water and Sewer District, Big Sky Transportation District, Big Sky Fire District, and Gallatin County Sheriff’s Office; and

WHEREAS, in a duly noticed public meeting on March 8, 2023, the Board approved funding amendments for FY24 for Gallatin County Water and Sewer District, Big Sky Transportation District, Big Sky Fire District, and Gallatin County Sheriff’s Office; and

WHEREAS, in a duly noticed public meeting on April 19, 2023, the Board approved funding amendments for FY24 for the joint request made by Big Sky County Water and Sewer District and the Gallatin County Water and Sewer District; and

WHEREAS, the Board received numerous additional applications for receipt of resort tax funds for FY24 and held duly noticed public meetings on such FY24 applications on June 5, 6, and 8, 2023, where questions were posed to the applicants by the Board about their application and public comment was received on the applications; and

WHEREAS, the Board in duly noticed public meetings on June 5, 6, and 8, 2023, discussed and voted on the FY24 appropriation of resort tax funds for various resort tax applications and public comment was received on the applications; and

WHEREAS, the Board will execute a separate appropriation agreement for the receipt of resort tax funds with each entity that was awarded resort tax funds;

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

The following amounts of resort tax revenue are awarded for FY24 to the following entities, subject to the conditions, specifications, and provisions set forth in the specific award agreements to be executed between the Board and each entity:

[LIST ON FOLLOWING PAGE]

PROJECT**APPROVED FUNDING**

Arts & Education

Campus Expansion	\$200,000
<i>Morningstar Learning Center</i>	
Early Childhood Education and Tuition Assistance Program	\$425,000
<i>Morningstar Learning Center</i>	
Annual Cultural Programming at WMPAC	\$240,000
<i>Warren Miller Performing Arts Center</i>	
2024 Music in the Mountains Concert Programming	\$235,000
<i>Arts Council of Big Sky</i>	
Early Childhood Tuition Assistance Program	\$100,000
<i>Big Sky Discovery Academy</i>	

Economic Development

Visitor Marketing and Events	\$200,000
<i>Visit Big Sky</i>	
VBS Operations	\$200,000
<i>Visit Big Sky</i>	
Destination Research Stewardship Plan	\$230,000
<i>Visit Big Sky</i>	
Big Sky Chamber Operations	\$126,075
<i>Big Sky Chamber of Commerce</i>	
Development of Business Skill Building Programming	\$75,000
<i>Big Sky Chamber of Commerce</i>	
Workforce Sustainability Research	\$26,000
<i>Big Sky Chamber of Commerce</i>	

Health & Safety

BSFD Operations	\$1,030,589
<i>Big Sky Fire Department</i>	
GCSO Operations	\$655,688
<i>Gallatin County Sheriff's Office</i>	
Counseling Service Hub – Building Remodel	\$100,000
<i>Wellness In Action</i>	
Emergency Food & Social Services	\$70,000
<i>Big Sky Community Food Bank</i>	
Sliding Scale Support for Counseling Services	\$50,000
<i>Wellness In Action</i>	

Housing

Good Deeds	\$800,000
<i>Big Sky Community Housing Trust</i>	
BSCHT Operations	\$225,000
<i>Big Sky Community Housing Trust</i>	
Rent Local Incentives	\$150,000
<i>Big Sky Community Housing Trust</i>	

Public Works

BSTD Operations	\$1,175,000
<i>Big Sky Transportation District</i>	
Centrifuge Sludge Press	\$500,000
<i>Big Sky County Water & Sewer District</i>	
Canyon Pipeline Feasibility	\$380,000
<i>Big Sky County Water & Sewer District</i>	
Town Center Public Bathrooms	\$370,000
<i>Visit Big Sky</i>	
GCWSD Operations	\$200,000
<i>Gallatin Canyon Water & Sewer District</i>	
Wayfinding Signage Project	\$100,000
<i>Visit Big Sky</i>	
Big Sky Community Library Operations	\$71,500
<i>Friends of the Big Sky Community Library</i>	
Big Sky Community Library Programming and Services	\$67,000
<i>Friends of the Big Sky Community Library</i>	
Water Tank Land Acquisition	\$60,000
<i>Big Sky County Water & Sewer District</i>	
Library District Preparation and Ballot	\$45,000
<i>Friends of the Big Sky Community Library</i>	

Recreation & Conservation

Recreational Asset Maintenance	\$1,123,936
<i>BSTRPD-Big Sky Trails Recreation and Parks District</i>	
Big Sky Community Park Implementation Phase 1	\$718,000
<i>BSCO-Big Sky Community Organization</i>	
Solarize Big Sky: RiverView	\$210,000
<i>Big Sky Sustainability Network Organization</i>	
West Fork Nitrogen Reduction	\$316,337
<i>Gallatin River Task Force</i>	

Water Planning, Coordination & Outreach	\$219,794
<i>Gallatin River Task Force</i>	
Gallatin River Access Restoration	\$127,083
<i>Gallatin River Task Force</i>	
Trail Projects & Safety	\$150,000
<i>Big Sky Community Organization</i>	
Parks & Trails Equipment	\$115,000
<i>Big Sky Community Organization</i>	
Green Build Toolkit	\$90,000
<i>Big Sky Sustainability Network Organization</i>	
US-191/MT-64 Assessment: Action Plan Development	\$85,000
<i>Center for Large Landscape Conservation</i>	
Middle Fork Restoration	\$82,736
<i>Gallatin River Task Force</i>	
Water Conservation	\$67,791
<i>Gallatin River Task Force</i>	
Climate Action Plan Implementation	\$60,000
<i>Big Sky Sustainability Network Organization</i>	
Watershed Monitoring	\$50,580
<i>Gallatin River Task Force</i>	
Community Warming Hut & Green Room	\$37,500
<i>Big Sky Community Organization</i>	
Carpool Incentivization Program	\$50,000
<i>Big Sky Sustainability Network Organization</i>	
Big Sky Community Park Pump Track – Phase 2	\$50,000
<i>Southwest Montana Mountain Bike Association</i>	
Invasive Species Education Project	\$36,609
<i>Grow Wild</i>	
Crail Gardens Project	\$37,037
<i>Grow Wild</i>	
Landowner Stewardship Project	\$36,307
<i>Grow Wild</i>	
Buck Ridge Snowmobile Trail Additional Groomings	\$30,000
<i>Gallatin Valley Snowmobile Association</i>	
Wildlife Habitat Conservation Project	\$29,167
<i>Grow Wild</i>	
Clean Recreation Project	\$17,608
<i>Grow Wild</i>	

ALLOCATIONS

Approved Awards:	\$11,847,337
Approved Operating Reserve Fund Addition:	\$23,679
Approved Emergency Reserve Fund Addition:	\$906,752
Approved Capital Reserve Fund Addition:	\$1,440,115
Approved Opportunity Fund Addition:	\$147,829

PASSED and APPROVED on the 12th day of July 2023 by a vote of ___ in favor and ___ opposed.

July 2023

Mo	Tu	We	Th	Fr	Sa	Su
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Saturday, July 1st-Opportunity Fund Application Available

Tuesday, July 4th-Independence Day

Wednesday, July 5th-Payables

Wednesday, July 12th-Board Meeting

Tuesday, July 18th-Payables

Board Meeting Topics: FY24 Calendar Approval, FY24 Funding Resolution, Officer Elections, Opportunity Fund Application Review

August 2023

Mo	Tu	We	Th	Fr	Sa	Su
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Wednesday, August 2nd-Payables

Wednesday, August 9th-Board Meeting

Monday, August 14th-Application Criteria Work Session

Wednesday, August 16th-Payables

Board Meeting Topics: CIP Presentation, Economic Impact Study, Local Governance Work Session Results, Opportunity Fund Application Review

September 2023

Mo	Tu	We	Th	Fr	Sa	Su
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Monday, September 4th-Labor Day

Tuesday, September 5th-Payables

Wednesday, September 13th-Board Meeting

Monday, September 18th-Payables

Board Meeting Topics: Opportunity Fund Application Review

October 2023

Mo	Tu	We	Th	Fr	Sa	Su
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

October 2nd-6th-Community Week 2023

Tuesday, October 3rd-Payables

Wednesday, October 4th-BSRAD/Joint County Commission Meeting

Monday, October 9th-Columbus Day

Tuesday, October 17th-Payables

Board Meeting Topics: Opportunity Fund Application Review

November 2023

Mo	Tu	We	Th	Fr	Sa	Su
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Wednesday, November 1st-Annual Business Renewal and Registration Begins

Thursday, November 2nd-Payables

Wednesday, November 8th-Board Meeting

Friday, November 10th-Veteran's Day (Observed)

Thursday, November 16th-Payables

Thursday, November 23rd-Thanksgiving

Board Meeting Topics: Audited Financials Review, Business Registration Overview, Opportunity Fund Application Review

December 2023

Mo	Tu	We	Th	Fr	Sa	Su
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Monday, December 4th-Payables

Thursday, December 7th-Holiday Party

Thursday, December 14th-Candidate Filing Opens

Monday, December 18th-Payables

Monday, December 25th-Christmas

Sunday, December 31st-Annual Business Renewal and Registration Deadline

January 2024

Mo	Tu	We	Th	Fr	Sa	Su
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Monday, January 1st-New Year's

Wednesday, January 3rd-Payables

Wednesday, January 10th-Board Meeting

Monday, January 15th-MLK Day

Wednesday, January 17th-Payables

Board Meeting Topics: Opportunity Fund Application Review

February 2024

Mo	Tu	We	Th	Fr	Sa	Su
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

Thursday, February 1st-FY25-FY27 Government Services Applications Open*

Friday, February 2nd-Payables

Monday, February 12th-Candidate Filing Deadline

Wednesday, February 14th-Board Meeting

Thursday, February 15th-FY25 Nonprofit Applications Open*

Friday, February 16th-Payables

Monday, February 19th-President's Day

Board Meeting Topics: Opportunity Fund Application Review, Reserve Fund Strategy Approval

Application dates and milestones may change following the August work session

March 2024

Mo	Tu	We	Th	Fr	Sa	Su
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Monday, March 4th-Payables

Wednesday, March 13th-Board Meeting

Friday, March 15th-FY25-FY27 Government Services Applications Deadline*

Monday, March 18th-Payables

Sunday, March 31st-FY25 Nonprofit Applications Deadline*

Board Meeting Topics: Opportunity Fund Application Review, Draft FY25 Budget Discussion

April 2024

Mo	Tu	We	Th	Fr	Sa	Su
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Tuesday, April 2nd-Payables

Tuesday, April 16th-Payables

Wednesday, April 17th-Board Meeting

Board Meeting Topics: FY25-FY27 Government Services Application Overview*, FY25 Budget Action, Business Registration Data Overview, FY25 NP Application Eligibility Review*, Opportunity Fund Application Review

May 2024

Mo	Tu	We	Th	Fr	Sa	Su
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Thursday, May 2nd-Payables

Tuesday, May 7th-Election Day

Wednesday, May 8th-BSRAD/Joint County Commission Meeting

Thursday, May 16th-Payables

Monday, May 27th-Memorial Day

Board Meeting Topics: Opportunity Fund Application Review

June 2024

Mo	Tu	We	Th	Fr	Sa	Su
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Tuesday, June 4th-Payables

Tuesday, June 4th-Application Review Meeting 1*

Thursday, June 6th-Application Review Meeting 2*

Wednesday, June 12th-Board/Staff Summer Event

Tuesday, June 18th-Payables

Wednesday, June 19th-Juneteenth

Application dates and milestones may change following the August work session

Higher Late Fee Implementation Procedure

November 23, 2020

Per Section 7.I. of Compliance Ordinance 2008-1, as amended, higher late fees will be triggered for a business if three or more delinquencies occur in a 24-month period. These fees will be in addition to the standard \$30.00 late fee billed per delinquent month or quarter:

Resort Tax Administration. *The following actions may be taken against a delinquent Establishment to enforce the resort tax laws of the District:*

1. Establish higher late fees for Establishments having three or more delinquencies in reporting or remitting Resort Taxes during less than a twenty-four (24) month period;

Definitions:

Delinquency: A tax remittance that is a minimum of 30 days past due.

The higher late fee implementation process will be triggered by issuance of a 90-day letter:

1. 90-day letter sent, 24-month period begins (first violation)
2. If a 60-day letter is sent within a 24-month period following the 90-day letter (second violation)
3. If another 60-day letter is sent within the same 24-month period since the time of the first letter (third violation) then Tier 2 late fees are triggered (\$50).

Tier 3 Late Fees: \$100

Implemented if a 60-day letter must be sent after Tier 2 fee has been implemented.

Tier 4 Late Fees: \$500

Implemented if a 60-day letter must be sent after Tier 3 fee has been implemented.

Returning to Standard Late Fees:

For higher tier late fees to be removed, an account must remain current for 12 consecutive months.

The scenario above assumes the business becomes current between each instance of delinquency.

1. If the business remains delinquent beyond the initial 90-day letter and a complaint is filed, Tier 2 late fees will be implemented.
2. If default is entered, Tier 3 late fees will be implemented.
3. If there is no response to motion for default in 30 days, Tier 4 late fees will be implemented.

Note: If business is in communication with the District and/or cooperating on a payment plan, the higher late fees may be avoided.

Solving the Transportation Problem for WMPAC

FY24 Opportunity Fund

Friends of Big Sky Education dba Warren Miller Performing Arts Center

John Zirkle
45465 Gallatin Road
45465 Gallatin Road
Gallatin Gateway, MT 59730

john@warrenmillerpac.org
O: 406-995-6345
M: 406-995-6345

John Zirkle

45465 Gallatin Road
45465 Gallatin Road
Gallatin Gateway, MT 59730

johnzirkle@gmail.com
O: 406-580-3929
M: 406-995-6345

Application

Project Name*

Solving the Transportation Problem for WMPAC

Description*

WMPAC respectfully requests \$25,000 from the Opportunity Fund to assist in a capital investment in a 15-Passenger Sprinter Van to provide year-round reliable transport for community members to come see shows at WMPAC and for visiting artists to be transported from the airport and around town in Big Sky. The BSSD #72 Board recently voted to acquire a 15-passenger van to help solve for the challenge of finding CDL drivers to support smaller field trips and travel to athletic events year round, and this provided an excellent opportunity for WMPAC to join the effort to work together to solve both organizations transportation needs.

In the world of hosting artists and bringing people together in Big Sky, WMPAC has learned over the last ten years that driving is a big part of the job. Last year, WMPAC was responsible for the transportation of over 240 professional artists who came to Big Sky, and they were transported from the airport in Bozeman and around Big Sky by various modes of transportation, mostly John Zirkle's personal vehicle, vehicles of friends and donors, the Wilson shuttle, rental cars and private shuttles to and from the Bozeman Airport. This has created an unsustainable ongoing liability for use of personal vehicles as well as skyrocketing expenses for private shuttles and rental cars. Additionally, because the Transportation District is unable to provide a frequent and reliable route to the school, this is an issue we want to help solve on our own.

Investment Type*

Capital

Impact Area*

Arts & Education

Location*

Where will the project be taking place?

The transportation will take place in and around Big Sky mostly for local transportation to and from hotels, WMPAC, and other locations around town. Additionally, the van will be used to take Big Sky students and community members around Montana for various cultural events throughout the year.

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.

First, the Sprinter Van purchase creates a growth opportunity for WMPAC to better serve our local population, in particular for those who might not have access to reliable transportation to come see a performance. We plan to work with local employers and the transportation district to find a SHOW SHUTTLE ROUTE where we would be able to bring 10-14 patrons to each show who might otherwise not be able to attend.

Second, this is a major solve for WMPAC. Lessening that cost burden on WMPAC means more efficient spending throughout the year, reducing the burden of private fundraising needed for artist transport. Lastly, we have a small, but not insignificant opportunity to help reduce the amount of cars on the road in a year.

At the end of the year, we will ask:

1. How many people came to WMPAC in the new shuttle?
2. What is the total artist mileage that we were able to offset via the WMPAC shuttle?
3. How many students and community members benefitted via new cultural opportunities?

Amount Requested***What is the Resort Tax request for this project?**

\$25,000.00

Total Cost***What is the total cost of this project? Include all project expenses from inception to completion of the project in this amount.**

\$92,366.00

Date of Funding***When do you plan to have incurred the costs being requested?**

07/14/2023

Additional Information**Please provide any additional information on this request if needed.**

This collaboration with the Big Sky School District #72 is a huge win for the community, and best optimizes use of public dollars to chip away at ongoing transportation needs of our community. Rather than WMPAC needing to buy its own vehicle, by itself, that could have sat underutilized for many weeks out of the year, we have acted swiftly on a collaborative opportunity that exemplifies partnership and best practices for dollars used.

Since we needed to act fast and passenger sprinter vans are in short supply, we have already purchased the vehicle, and it is currently on site at WMPAC and the School District. WMPAC's total contribution to the van purchase is \$35,000, and the school district's contribution is \$57,366, plus an ongoing commitment to insure and maintain the van. WMPAC and BSSD#72 have completed a long term lease agreement that reflects their partnership.

Lastly, we believe this van provides a minimum 10-year benefit for both WMPAC and the School.

From: Kristin Gardner <kristin@gallatinrivertaskforce.org>
Sent: Wednesday, July 5, 2023 11:22 AM
To: Daniel Bierschwale <daniel@resorttax.org>
Subject: Request to extend GRTF Headwaters Alliance - Water Supply Resiliency Contract

Dear Danny and Jenny,

I would like to request an extension of the Headwaters Alliance - Water Supply Resiliency contract. This project is a collaborative project between the Gallatin River Task Force, Big Sky Water and Sewer District, Town Center, and the Big Sky Community Organization to provide purple pipe infrastructure to BASE and other areas of Town Center. The project has hit a few unexpected obstacles to construction but we anticipate being able to move forward this fall.

Please reach out if you have any questions or need more detail.

Thank you for your consideration,

--

KRISTIN GARDNER, PhD
Chief Executive and Science Officer

Gallatin River Task Force

o (406) 993 - 2519

c (406) 539 - 2350

e kristin@gallatinrivertaskforce.org

a PO Box 160513 | 1700 Lone Mountain Trail | Big Sky, MT 59716

gallatinrivertaskforce.org



To partner with our greater community to lead conservation and inspire stewardship of the Gallatin River Watershed.

AGREEMENT FOR RECEIPT OF RESORT TAX FUNDS FISCAL YEAR 2022

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

RECITALS

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

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

3. The District conducted a public hearing, on June 7th and June 10th, 2021 on all applications for receipt of resort tax revenue for the District’s fiscal year 2022 funding cycle.

4. Contractor submitted an application for receipt of resort tax funds (“Application”) to the District in the amount of \$240,567.00 for its Headwaters Alliance Partners: Water Supply Resiliency Projects described as The Headwaters Alliance: Water

Supply Resiliency Projects will expand treated wastewater effluent recycling options that provide the most benefit to our local streams and aquifers (the “Services”).

5. The Contractor also submitted additional information related to the Services in response to Q & A from the District (“Supplemental Information”).

6. Following discussion at the duly noticed and held public meeting on June 7th and June 10th, 2021, the District determined that Contractor’s Application to provide the Services as described in its Application, the Supplemental Information, and in this Agreement meets the requirements of Section 19 of Ordinance #98-01 as amended, and Title 7, Chapter 6, Part 15, MCA and approved funding in the amount of \$240,567.00 (the “Award”) for the Contractor’s Services pursuant to the terms and conditions set forth in this Agreement.

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

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

AGREEMENT

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

2. **TERM.** This Agreement shall commence on July 1st, 2021 and shall terminate on July 15th, 2022.

3. **SCOPE OF SERVICES.** Contractor shall fully perform all Services, and take all actions described in the Application, which Application is incorporated into this Agreement

by this reference and is on file at the District office. In addition, Contractor shall fully comply with the terms and conditions set forth in this Agreement.

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

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

A. *Execution of Agreement as Condition Precedent to Payment.* This Agreement must be fully executed and returned to the District before Contractor may submit any payment request for the Award and no payment request may be submitted to the District prior to July 15th, 2021.

B. *Award Orientation.* An Award Orientation must be completed by the Contractor before Contractor may submit payment request for the Award.

C. *Contractor's Designated Representative.* All payment requests must be signed and submitted by Contractor's Designated Representative identified as Isabella Vendramin.

D. *Documentation to Support Payment Requests.* Payment of the Award shall be made to Contractor only upon receipt of documentation deemed appropriate by the District in its sole discretion. All payment requests and follow up forms shall be submitted using the online portal established by the District, using forms provided by the District. Contractor shall attach to the payment request proper documentation showing the Services have been performed and/or the materials have been received, including without limitation all invoices for Services received, payroll records for all payroll costs, documentation of compliance with applicable federal, state and county laws, regulations,

and ordinances, and any other documentation related to the Services or projects as requested by the District. If the payment request is for Services which have not yet been performed or materials which have not yet been received, the District reserves the right, in its sole discretion, to delay payment until performance or receipt, or to permit payment but to require Contractor to submit proof of performance or receipt within five (5) days following actual performance or receipt; should Contractor fail to timely provide such proof of performance or receipt, Contractor shall be in default of this Agreement. Documentation submitted by Contractor must clearly show the dollar amounts, and all documentation must be submitted in the order in which the expense appears on the itemized expense list form required by the District. No payment requests for alcohol or tobacco shall be considered to fall within the Scope of Services described in Section 3 of this Agreement. The District, in its sole discretion, may determine whether or not the payment request submitted is for items or services within the scope of Services described by Section 3 of this Agreement. Payment requests for items or services not within the scope of Services described in Section 3 of this Agreement, as determined by the District, will not be paid or reimbursed.

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

Processing Date. The District shall not be obligated to fund any payment request that is not timely submitted by the Contractor.

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

G. *Schedule of Payment Requests; Changes to Schedule.* All payment requests are to be submitted on the schedule established by the District during the award orientation. Contractor shall notify the District of any changes of \$50,000.00 or more to a scheduled payment request as soon as possible following Contractor's determination that a change in schedule is desired or required. All requested changes to the payment scheduled must be agreed to in writing by the District a minimum of 10 days prior to the date of the desired change in schedule. Requested changes to the payment schedule not timely received by the District shall not be approved.

H. *Final Payment Requests.* All final requests for payment at the end of the Term must be submitted to the District no later July 15th, 2022, for Services received on or before June 30th, 2022, for processing on the next Processing Date. The District shall not be obligated to fund any final payment request that is not timely submitted by the Contractor or for any Services incurred after June 30, 2022.

I. *Form of Payment.* The District prefers to make all payments of the award to Contractor through an ACH payment system. Should Contractor instead desire payment from the District by check, Contractor authorizes the District to issue checks payable to Contractor's Designated Representative at Contractor's address listed in this

Agreement. Should Contractor's address change during the term of this Agreement, it shall be Contractor's sole responsibility to promptly notify the District of such change in writing.

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

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

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

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

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

11. **DEFAULT AND TERMINATION.**

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

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

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

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

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

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

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

15. **INTERPRETATION.**

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

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

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

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

To the District:	Daniel Bierschwale Executive Director Big Sky Resort Area District 11 Lone Peak Drive, Suite 204 P.O. Box 160661 Big Sky, MT 59716
To the Contractor:	Kristin Gardner Executive Director PO Box 160513 32 Meadow Village Drive, Unit 6 Big Sky, MT 59716

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

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

19. **PUBLIC ACKNOWLEDGEMENT OF RECEIPT OF DISTRICT FUNDING.**
Contractor shall provide prominent public acknowledgement that the District has funded the

Services and/or project(s) described in Contractor's Application. Each project is uniquely different and may require direct coordination with the District to ensure compliance.

Acknowledgement applies to, but is not limited to, printed materials, online materials, press, billboards, plaques, online ads, website recognition, and public events. Contractor should receive approval from the District prior to public acknowledgement. Contractor further agrees to provide photos or printouts of Contractor's Services or projects for use by the District in promotional or other materials. During Award Orientation, Contractor will work with the District to form a recognition plan.

20. **PROJECT IMPACT REPORTS AND MEETINGS.** Contractor shall submit a minimum of one project impact report and attend one project meeting with the District detailing the progress it has achieved in providing the Services funded by the District. Dates of the Impact Meeting will be determined by the District.

BIG SKY RESORT AREA DISTRICT:


Daniel Bierschwale (Jun 28, 2021 09:12 MDT)

Name: Daniel Bierschwale

Title: Executive Director

Date: 6/28/21

CONTRACTOR:


Kristin Gardner (Jul 9, 2021 17:16 MDT)

Name: Kristin Gardner

Title: Executive Director

Date: 7/9/21









GRTF Headwaters Alliance FY22 Contract

Final Audit Report

2021-07-09

Created:	2021-06-24
By:	Jenny Muscat (jenny@resorttax.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzo7fBkomN1t5OsHCi7-eZEyoSp6xTKZz

"GRTF Headwaters Alliance FY22 Contract" History

-  Document created by Jenny Muscat (jenny@resorttax.org)
2021-06-24 - 3:27:54 PM GMT- IP address: 76.75.11.75
-  Document emailed to Daniel Bierschwale (daniel@resorttax.org) for signature
2021-06-24 - 3:28:22 PM GMT
-  Email viewed by Daniel Bierschwale (daniel@resorttax.org)
2021-06-28 - 3:12:21 PM GMT- IP address: 76.75.11.75
-  Document e-signed by Daniel Bierschwale (daniel@resorttax.org)
Signature Date: 2021-06-28 - 3:12:31 PM GMT - Time Source: server- IP address: 76.75.11.75
-  Document emailed to Kristin Gardner (kristin@gallatinrivertaskforce.org) for signature
2021-06-28 - 3:12:33 PM GMT
-  Email viewed by Kristin Gardner (kristin@gallatinrivertaskforce.org)
2021-06-28 - 3:34:45 PM GMT- IP address: 66.249.84.95
-  Document e-signed by Kristin Gardner (kristin@gallatinrivertaskforce.org)
Signature Date: 2021-07-09 - 11:16:14 PM GMT - Time Source: server- IP address: 66.113.38.157
-  Agreement completed.
2021-07-09 - 11:16:14 PM GMT



Adobe Sign

I.D.f. GRTF Water Supply Resiliency Projects Contract Extension
GRTF Headwaters Alliance FY22 Contract (11 of 11)

Big Sky Resort Area District
07.12.2023 Meeting Packet (Page 44 of 69)

From: Liz McFadden <liz@bigskylibrary.com>

Sent: Wednesday, July 5, 2023 12:28 PM

To: Daniel Bierschwale <daniel@resorttax.org>; Sarah Blechta <sarah@resorttax.org>

Subject: Library request

Hi Danny,

Below is my request for reallocating the \$45,000 funds that was awarded to the library for the ballot. I would like to attend the July 12th board meeting.

Please let me know if there is anything else I need to do before the meeting.

Thanks,

Liz McFadden

406.580.7329

The Big Sky Community Library is evolving and re-envisioning itself. The library needs to hire a visionary leader to help stabilize existing staff and operations such as bookkeeping, grant writing, donor relations, marketing, HR, etc as well as big projects such as bringing the library to district and the roadmap work. The district and roadmap work is important but the library will not be able to go to these next level steps without establishing operational stability by securing a key full time staff member and giving them at least 6 months to get set up.

Historically, this position was always a part time position but that does not provide enough time to spend moving the library forward to the next steps. To accomplish the goals of the library we need to hire someone full time. There is currently not enough money in the operating budget to hire this person. This person will need to do research to see if it is worth hiring a consultant or if the right person is hired they can push these projects forward with free resources that are available. My request from the BSRAD Board is to move the \$45,000 that was awarded for the ballot for FY24 to operations that would cover all but \$3000 of the library's cost in operations for FY24. Or if there is some other way to cover this deficit to ensure we are able to hire a full time position.

AGREEMENT FOR RECEIPT OF RESORT TAX FUNDS

FISCAL YEAR 2024

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

RECITALS

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

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

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

4. Contractor submitted an application for receipt of resort tax funds (“Application”) to the District in the amount of \$76,000.00 for Library Programming and Services described as *Programming is activities at the library for the public. This request covers librarian professional services; author reading events; book clubs; children's programming like Storytime, Summer Reading, Besties, etc.; material purchases (including books and online resources) and technical support.* (the “Services”).

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

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

Supplemental Information, and in this Agreement meets the requirements of Section 19 of Ordinance #98-01 as amended, and Title 7, Chapter 6, Part 15, MCA, and approved funding in the amount of \$67,000.00 (the “Award”) for the Contractor’s Services pursuant to the terms and conditions set forth in this Agreement.

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. **DEFAULT AND TERMINATION.**

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

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

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

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

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

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

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

15. **INTERPRETATION.**

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

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

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

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

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

To the Contractor: Liz McFadden
Board Chair
Friends of the Big Sky Community Library
PO Box 161344
45465 Gallatin Road
Big Sky, MT 59716

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


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

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

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

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

BIG SKY RESORT AREA DISTRICT:


Daniel Bierschwale (Jun 29, 2023 15:10 MDT)

Name: Daniel Bierschwale

Title: Executive Director

Date: 6/29/23

CONTRACTOR:


Elizabeth McFadden (Jul 3, 2023 10:48 MDT)

Name: Liz McFadden

Title: Board Chair

Date: 7/3/2023

AGREEMENT FOR RECEIPT OF RESORT TAX FUNDS FISCAL YEAR 2024

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

RECITALS

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

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

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

4. Contractor submitted an application for receipt of resort tax funds ("Application") to the District in the amount of \$79,500.00 for Big Sky Community Library Operations described as *Operations provides materials and internet access for learning, reading, listening, and research for locals and visitors. These activities require the operational oversight of librarians and an executive director to handle materials, fundraise, manage administrative tasks and maintain the space.* (the "Services").

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

6. Following discussion at the duly noticed and held public meetings, the District determined that Contractor's Application to provide the Services as described in its Application, the Supplemental Information, and in this Agreement meets the requirements of Section 19 of Ordinance #98-01 as amended, and Title 7, Chapter 6, Part 15, MCA, and approved funding in the amount of

\$71,500.00 (the “Award”) for the Contractor’s Services pursuant to the terms and conditions set forth in this Agreement.

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

next Processing Date. The District shall not be obligated to fund any payment request that is not timely submitted by the Contractor.

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

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

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

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

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

8. **RECORDS.** Contractor shall maintain accounts, records and other evidence pertaining to the funds expended under this Agreement during the term of this Agreement and for a period of five (5) years following the expiration of this Agreement. The system of accounting employed by the Contractor

shall be in accordance with generally accepted accounting principles or another comprehensive basis of accounting and will be applied in a consistent manner so that the expenditures under this Agreement can be clearly identified from all other expenditures. Upon reasonable notice, Contractor agrees to provide the District or its designated agent with access to the accounts and records relating to the services provided and payments made under this Agreement and to subject its use of the Award for the Services to audit by the District's auditors upon the District's written request.

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

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

11. **DEFAULT AND TERMINATION.**

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

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

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

D. *Right to Terminate Without Cause.* Either party may terminate this Agreement without cause, upon thirty (30) days' written notice to the other party, provided that, if the Contractor is seeking to terminate the Agreement, Contractor must return to the District all resort tax

funds previously paid under this Agreement, unless the District expressly agrees in writing that return of the funds is waived for good cause shown.

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

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

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

15. **INTERPRETATION.**

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

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

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

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

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

To the Contractor: Liz McFadden
Board Chair
Friends of the Big Sky Community Library
PO Box 161344
45465 Gallatin Road
Big Sky, MT 59716

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


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

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

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

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

BIG SKY RESORT AREA DISTRICT:


Daniel Bierschwale (Jun 29, 2023 15:09 MDT)

Name: Daniel Bierschwale

Title: Executive Director

Date: 6/29/23

CONTRACTOR:


Elizabeth McFadden (Jul 3, 2023 10:49 MDT)

Name: Liz McFadden

Title: Board Chair

Date: 7/3/2023

AGREEMENT FOR RECEIPT OF RESORT TAX FUNDS

FISCAL YEAR 2024

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

RECITALS

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

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

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

4. Contractor submitted an application for receipt of resort tax funds (“Application”) to the District in the amount of \$45,000.00 for Library District Preparation and Ballot described as *Creating a library district and becoming a public library in Big Sky is a foundational step to moving the library into town. This project would fund getting this library district request to ballot and would include the costs of a consultant and sharing voter information with the Big Sky community.* (the “Services”).

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

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

Supplemental Information, and in this Agreement meets the requirements of Section 19 of Ordinance #98-01 as amended, and Title 7, Chapter 6, Part 15, MCA, and approved funding in the amount of \$45,000.00 (the “Award”) for the Contractor’s Services pursuant to the terms and conditions set forth in this Agreement.

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. **DEFAULT AND TERMINATION.**

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

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

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

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

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

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

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

15. **INTERPRETATION.**

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

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

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

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

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

To the Contractor: Liz McFadden
Board Chair
Friends of the Big Sky Community Library
PO Box 161344
45465 Gallatin Road
Big Sky, MT 59716

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

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


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

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

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

BIG SKY RESORT AREA DISTRICT:

CONTRACTOR:


Daniel Bierschwale (Jun 29, 2023 15:09 MDT)

Name: Daniel Bierschwale

Title: Executive Director

Date: 6/29/23

Elizabeth McFadden
Elizabeth McFadden (Jul 3, 2023 10:51 MDT)

Name: Liz McFadden

Title: Board Chair

Date: 07/03/2023