



PUBLIC MEETING MINUTES
Wednesday November 20th, 2024, 10:00 AM

This meeting was held via zoom only

I. Regular Board Meeting Public Forum

A. Call to Order/start recording

Recording was started. Altman called the meeting to order at 10:02. All board members except Stuart were present, making quorum.

B. Revise October 17th Meeting Minutes- Action

No comments on the meeting minutes.

Olsen moved to approve the October meeting minutes. Altman seconded. There was no discussion. The motion passed unanimously.

C. Public comment on relevant non-agenda items – Discuss

None.

D. Disclosure of Conflict of Interest on any agenda items - Discuss

None.

II. New Business

A. Board member updates, correspondence, and small expenditures – Discuss

Altman will coordinate getting the new board members approved to sign bank withdrawals. Altman and Jessica will prepare a list of any small expenditures. (Altman, as district president, is authorized to make payments of up to \$500 without prior board consent. These expenditures should be reported at the next board meeting).

a. General public correspondence

None.

B. Board member biannual conflict of interest disclosures - Discuss

These are general declarations of business, property and association interests of the board members that need to be filed every even numbered year or when there are new board members.

Each board member briefly went through the form (see attached).

C. BSRAD-BSCWSD-GCCWSD Joint Committee updates - Discuss

Chad and Jon were the GCCWSD board representatives.

These topics were discussed to get people on the same page.

Agenda

- Joint Powers Authority
- Stakeholder Goals / Canyon User Profile
- Project Phasing Update (options to delay / trim costs)
- Treatment / Disposal discussion
- BSCWSD Rate Impact discussion
- Preliminary 1% Ask structure
- TEDD / County Funding status update
- SRF Funding Status update

Ryan Graff will help provide analysis of impacts of BSCWSD rate payers, as well as GCCWSD customers. Some ways to optimize cost / benefits with this first phase of the project.

Chad sees the disposal credit as the biggest disconnect between the two utility districts – conversations are ongoing.

The plant investment charge has been modeled off an impact fee, but focused only on the treatment plant components and capacity that is reserved for the GCCWSD - this includes work already done and some of the future phase 2 treatment plant upgrades.

It is modeled for now as paid upfront to reserve capacity, but that is a point that can be negotiated.

BSCWSD committing to the GCCWSD or Cold Smoke development means phase 2 will be needed. Phase 2 will likely not start for several years after GCCWSD connection. Graff mentioned that paying up front locks in the cost upfront. Paying as you grow may also be beneficial. This will continue to be discussed, and eventually negotiated.

The other funding strategies currently being pursued will also potentially swing the conversation.

D. Outreach Committee updates - Discuss

Stuart and Scott and WGM Group met to discuss outreach. Stuart and some other property owners in service area 4 did not want the pipe behind their properties, largely because it's closer to the river. This effectively shuts down that alternative for service area 4 connection. Ongoing design will focus on pipeline alignments that run along the 191 right of way. Board members and engineers are ok with this. BSCWSD has expressed strong preference for gravity, in case they are managing the system eventually. This had been a major motivator for evaluating that alternative. A deep gravity line or a lift station focused line are now being compared for this stretch. Some of the pipe will likely still need to be on private property to avoid utilities, etc., but it is not expected to encumber development.

E. Funding Committee updates - Discuss

Chad and Joe and WGM Group met to discuss Funding. There was a call with SRF (a low-interest funding mechanism from the state) to discuss how to bond if there is no existing infrastructure or customers. This conversation will continue. There is a meeting later today with Gallatin County to layout the case for a TEDD district and how the tax increment can help fund the project to help garner report.

F. Engineering/Permitting Committee updates - Discuss

Scott, Jon and WGM Group met to discuss technical details of the Sewer Project. The service area 4 alternatives were discussed (as above) as well as discharge permitting strategies. WGM Group met with Chris Boe and other DEQ staff to discuss the details of the draft permit application. There is further disposal being discussed, likely for future phases. Feedback was generally favorable. This conversation will continue.

Friday, the director of DEQ and some other officials are doing a tour of BSCWSD's new plant and then will discuss and drive by the GCCWSD project area to keep them up to date and as involved as possible.

G. Annexation Petitions Review and Potential Annexation Ordinance and/or rejection resolution – Action

No new petitions have been received.

H. Canyon Sewer Project Updates

a. Discharge Permit Amendment - Action

The outfalls currently in the application were briefly reviewed (see attached). A potential additional outfall on the Newberry property has also been proposed. The aquifer here is deeper and could potentially discharge significant amounts cost effectively.

An annual equivalent of 130,643 gpd is included in the current discharge permit application. Including the proposed irrigation, this is close to 300k gpd which should be enough for the first decade. Irrigation may be less cost effective than additional groundwater discharge.

A 2:1 discharge : treatment exchange is still the goal – but not formally agreed upon. BSCWSD work indicates that the standard gallons per user is overly conservative. They are trying to get a variance from DEQ to allow a lower GPD/SFE for assessing system capacity. This may eventually impact the GCCWSD.

To add the Newberry drainfields, additional property use coordination, design, and report updates would be required. This would likely add 2 months to the discharge permit timeline. This wouldn't impact the construction start date.

Adding ramshorn drainfields and/or the Newberry property in future phases was discussed as a possibility.

What is the cost associated with an amended permit now versus a new permit in a few years, with phase 2? Likely minimal.

Additional reuse main pipe would be needed to reach Newberry, but it is fairly cost effective.

WGM Group doesn't have a strong opinion either way. DEQ staff indicated they'd prefer it in an updated permit application now, if it is wanted in the next 5 years. These permits are renewed every 5 years.

It is ok to permit more than actually gets built in Phase 1.

Newberry's property is being evaluated rather than the other properties in the area because he has indicated interest, the land won't be developed, and there is no development in the area immediately downgradient.

Altman could start conversations with Newberry to confirm his interest.

Jon asked if we are jeopardizing anything by adding this property. WGM Group thinks it's a toss-up if it would help or harm the perceived environmental impacts by the public.

DEQ would be fine waiting another month. They are waiting for the board's decision on if they will amend the permit application or not.

DEQ mentioned that the school's discharge permit (which is close) had no objections or negative public comment.

Altman will gauge Newberry's interest and what he is looking for as compensation. The board can then use this to discuss and decide on how to proceed at the next meeting. Scott will float this question with the DEQ officials he meets with this week to better gauge their thoughts on this.

I. BSRAD and ARPA Draw Requests and Invoice Payments – Action

Joe and Chad and WGM Group got a good overview of finances at the subcommittee meeting.

The current budget, invoices, and draw request strategy was reviewed briefly (see attached). This was all included in the board packet.

AE2S was approved to proceed to 60% design for the highway 64 corridor design, by BSCWSD.

Chad moved to approve the payment of invoices and draw requests as presented. Joe seconded the motion. No further discussion. The motion passed unanimously.

III. Old Business

A. Contractor Procurement

i. Resolution for using CMGC and Developing a procurement process – Action

Now that a joint project committee is being established, Tara thinks this resolution should be adopted by that committee. The BSCWSD attorney and Tara are working on this. This will be discussed later.

ii. Revised ARPA \$200k, Gallatin County Contract – Action

This agreement doesn't hinge on the resolution discussed above. This contract must be in place by the end of the year. It can't be modified to something as broad as "general engineering expenditures." These funds were allocated for construction. The county is ok considering CMGC as construction, which led to this contract for reallocating funds.

Chad thinks that at the joint committee meeting it was clear that CMGC was the direction they are heading, even if that decision was not formalized.

Altman moved to approve the revised funding contract as presented. Chad seconded the motion. There was no further discussion. The motion passed unanimously.

iii. CMGC Work Order - Action

A work order tied to the reallocated funds was presented (see attached). This can be approved now or later, after the resolution to adopt CMGC process is approved. The schedule included is conceptual and can be extended. Scott suggested waiting to sign this, to get more clarity. There was general consensus from the other board members present. This item was tabled.

B. Water PER Updates – Discuss

This will be tabled until the next meeting to save time.

C. Grant-related Auditing services – Discuss

No updates.

IV. Any Other Business Which May Properly Come Before the Board – Discuss

None.

V. Next Meeting Planning

A. Date & Draft Agenda – Discuss

a. Project details working sessions

Not discussed.

b. November Regular Meeting

The next meeting was scheduled for December 17th at 2:30 pm.

VI. Adjourn

At 11:12,

Jon moved to adjourn. Scott seconded. There was not further discussion. The motion passed unanimously.

Minutes Drafted by: Michelle Pond, WGM Group

Minutes Approved: 12/17/2024

Signed: Scott Altman, Board President



Attested: Jessica Martin-Trulen, GCCWSD Secretary



GCCWSD MEETING ATTENDANCE SHEET

10:00 AM ; November 20th 2024; Zoom Only



#	Name	Affiliation	Contact	Remote Attendance?
1	Michelle Pond	WGM Group	Mpond@wgmgroup.com	X
2	Mace Mangold	WGM Group	mmangold@wgmgroup.com	X
3	Scott Altman	GCCWSD Board	orock9530@me.com	X
4	Jon Olsen	GCCWSD Board	jolsen@lonemountainland.com	X
5	Shane Strong	AE2S	sstrong@wgmgroup.com	X
6	Tara DePuy	GCCWSD Legal	attorney@riverworks.net	X
7	Abby Indreland	WGM Group	aindreland@wgmgroup.com	X
8	Ryan G	AE2S	Ryan.graff@ae2s.com	X
9	Chad Wilson	GCCWSD Board	Chad.wilson@bigskyresort.com	X
10	Joe Cobb	GCCWSD Board	josephcobb@gmail.com	X
11	Steve DiTullio			X
12	Jessica	GCCWSD Secretary		X
13	Kelsey Wagner	AE2S		X
14	Quincey Johnson			X



PUBLIC MEETING AGENDA

Wednesday November 20th, 2024, 10:00 AM

This meeting will be held via zoom only

<https://us06web.zoom.us/j/88428088791?pwd=ZLc2RxGQwnJ8u8NuDZwsJUrtAJWSQ7.1>

(see next page for call in details)

I. Regular Board Meeting Public Forum

- A. Call to Order/start recording
- B. Revise October 17th Meeting Minutes- *Action*
- C. Public comment on relevant non-agenda items – *Discuss*
- D. Disclosure of Conflict of Interest on any agenda items - *Discuss*

II. New Business

- A. Board member updates, correspondence, and small expenditures – *Discuss*
 - a. General public correspondence
- B. Board member biannual conflict of interest disclosures - *Discuss*
- C. BSRAD-BSCWSD-GCCWSD Joint Committee updates - *Discuss*
- D. Outreach Committee updates - *Discuss*
- E. Funding Committee updates - *Discuss*
- F. Engineering/Permitting Committee updates - *Discuss*
- G. Annexation Petitions Review and Potential Annexation Ordinance and/or rejection resolution – *Action*
- H. Canyon Sewer Project Updates
 - a. Discharge Permit Amendment - *Action*
- I. BSRAD and ARPA Draw Requests and Invoice Payments – *Action*

III. Old Business

- A. Contractor Procurement
 - i. Resolution for using CMGC and Developing a procurement process – *Action*
 - ii. Revised ARPA \$200k, Gallatin County Contract – *Action*
 - iii. CMGC Work Order - *Action*
- B. Water PER Updates – *Discuss*
- C. Grant-related Auditing services – *Discuss*

IV. Any Other Business Which May Properly Come Before the Board – *Discuss*

V. Next Meeting Planning

- A. Date & Draft Agenda – *Discuss*
 - a. *Project details working sessions*
 - b. *November Regular Meeting*

VI. Adjourn



www.gallatincanyonwsd.com

Public comment is encouraged before all non-emergency non-ministerial actions.

Join Zoom Meeting

<https://us06web.zoom.us/j/88428088791?pwd=ZLc2RxGQwnJ8u8NuDZwsJUrtAJWSQ7.1>

Meeting ID: 884 2808 8791

Passcode: 663658

One tap mobile

+17193594580,,88428088791#,,,,*663658# US

+16699006833,,88428088791#,,,,*663658# US (San Jose)

Dial by your location

- +1 719 359 4580 US
- +1 669 900 6833 US (San Jose)
 - +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
 - +1 669 444 9171 US
 - +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
 - +1 360 209 5623 US
 - +1 386 347 5053 US
 - +1 507 473 4847 US
 - +1 564 217 2000 US
 - +1 646 931 3860 US
 - +1 689 278 1000 US
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
 - +1 305 224 1968 US

Meeting ID: 884 2808 8791

Passcode: 663658

Find your local number: <https://us06web.zoom.us/j/kcSN8vM9B1>

Based on FORM D-1 (Commission of Political Practices)
BUSINESS DISCLOSURE STATEMENT

TO BE FILED BY: All District board members by December 15th of even numbered years and all new board members before assuming office.

TYPE OR PRINT IN INK ALL INFORMATION ON THIS FORM EXCEPT FOR CERTIFICATION SIGNATURE

1. **NAME** _____
Last First M.I.

2. **OFFICE or POSITION HELD or OFFICE SOUGHT** _____

3. **EFFECTIVE DATE *** _____ (*Date assumed office, was appointed, or declared candidacy)

4. **E-MAIL ADDRESS** (Please Print) _____

5. **COMPLETE MAILING ADDRESS** _____

(City, State, Zip Code)

6. **CONTACT NUMBERS** _____
Home Telephone Number Work Telephone Number Facsimile Number

7. **TYPE OF BUSINESS IN WHICH CURRENTLY ENGAGED OR (in the case of election or appointment to a full-time position) TYPE OF BUSINESS IN WHICH FORMERLY ENGAGED PRIOR TO ELECTION OR APPOINTMENT:**

8. **BENEFITS CURRENTLY RECEIVED FROM PRESENT AND PAST EMPLOYERS**
List each present and past employer from which you currently receive benefits, including salary, health, retirement, etc. (Attach a list if necessary)

Name of Employer _____

Employer's Address _____
(City, State, Zip Code)

Type of Benefit(s) _____

.....

Name of Employer _____

Employer's Address _____
(City, State, Zip Code)

Type of Benefit(s) _____

FORM D-1 BUSINESS DISCLOSURE STATEMENT, PAGE 2

9. OTHER BUSINESS INTERESTS

List each business (corporation, partnership, or other business or professional entity or trust) in which you hold an interest that currently is valued at \$1,000 or more. (Attach a list if necessary)

- A "business interest" DOES include ownership of any security, equity, or evidence of indebtedness in any business corporation or other entity. If the security is a privately held corporation, list the name and address of the corporation. If the security is a corporation listed on a regulated stock exchange, list the name of the corporation; no address is required. If the security is held in a mutual fund, unit investment trust, or real estate investment trust, list the name of the fund or trust and NOT the individual name of the corporation; no address is required.
- A "business interest" DOES NOT include ownership of personal property not held for use or sale in a business or for investment (vehicles/household furnishings), cash surrender value of any insurance policy or annuity, bank deposits or certificates of deposit if not held for use in a business, and securities issued by any government or political subdivision.

Name of Business _____

Address _____ Type of Business _____
(City, State, Zip Code)

.....
Name of Business _____

Address _____ Type of Business _____
(City, State, Zip Code)

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Name of Business _____

Address _____ Type of Business _____
(City, State, Zip Code)

.....
Name of Business _____

Address _____ Type of Business _____
(City, State, Zip Code)

.....
Name of Business _____

Address _____ Type of Business _____
(City, State, Zip Code)

10. REAL PROPERTY

List all property (*other than one personal residence*) in which you hold an interest, if that interest currently has a fair market value of \$1,000 or more. An "interest" includes a fee, life estate, joint or common tenancy, leasehold beneficial interest (through a trust), option to purchase, or mineral or royalty interest. (Attach a list if necessary)

General Description of Property _____

Nature of Interest Held in the Property _____

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General Description of Property _____

Nature of Interest Held in the Property _____

.....
General Description of Property _____

Nature of Interest Held in the Property _____

.....
General Description of Property _____

Nature of Interest Held in the Property _____

10. REAL PROPERTY, Continued

General Description of Property _____

Nature of Interest Held in the Property _____

General Description of Property _____

Nature of Interest Held in the Property _____

General Description of Property _____

Nature of Interest Held in the Property _____

11. ASSOCIATION WITH OTHER ENTITIES

List each additional entity in which you are an OFFICER or DIRECTOR; include both for-profit and not-for-profit entities. (Attach a list if necessary)

Name of Organization _____ Office Held _____

Address _____
(City, State, Zip Code)

Name of Organization _____ Office Held _____

Address _____
(City, State, Zip Code)

Name of Organization _____ Office Held _____

Address _____
(City, State, Zip Code)

Name of Organization _____ Office Held _____

Address _____
(City, State, Zip Code)

Name of Organization _____ Office Held _____

Address _____
(City, State, Zip Code)

CERTIFICATION

I declare under penalty of perjury and under the laws of the state of Montana that the foregoing is true, complete and correct.



Signature

Date and place

COMMISSIONER OF POLITICAL PRACTICES
1209 Eighth Avenue
Post Office Box 202401
Helena, MT 59620-2401
TELEPHONE: 406-444-2942
FAX NUMBER: 406-444-1643
WEBSITE: www.politicalpractices.mt.gov

FOR OFFICE USE ONLY
Date Received and Postmark Date

FORM D-1 (Revised 04/19)
BUSINESS DISCLOSURE STATEMENT

TO BE FILED BY:
STATEWIDE or STATE DISTRICT ELECTED OFFICIALS;
CANDIDATES for STATEWIDE or STATE DISTRICT OFFICES;
DEPARTMENT DIRECTORS; and INDIVIDUALS APPOINTED TO THESE OFFICES

TYPE OR PRINT IN INK ALL INFORMATION ON THIS FORM EXCEPT FOR CERTIFICATION SIGNATURE

1. **NAME** Olsen Jon J
Last First M.I.

2. **OFFICE or POSITION HELD or OFFICE SOUGHT** Gallatin Canyon Water Sewer District Board

3. **EFFECTIVE DATE *** _____ (*Date assumed office, was appointed, or declared candidacy)

4. **E-MAIL ADDRESS** (Please Print) jolsen@lonemountainland.com

5. **COMPLETE MAILING ADDRESS** PO Box 160040
Big Sky, MT 59716
(City, State, Zip Code)

6. **CONTACT NUMBERS** 406 539-7311 406 539-7311 _____
Home Telephone Number Work Telephone Number Facsimile Number

7. **TYPE OF BUSINESS IN WHICH CURRENTLY ENGAGED OR** (in the case of election or appointment to a full-time position) **TYPE OF BUSINESS IN WHICH FORMERLY ENGAGED PRIOR TO ELECTION OR APPOINTMENT:**
Real Estate Development/Private Club

8. **BENEFITS CURRENTLY RECEIVED FROM PRESENT AND PAST EMPLOYERS**
 List each present and past employer from which you currently receive benefits, including salary, health, retirement, etc. (Attach a list if necessary)

Name of Employer Lone Mountain Land Company

Employer's Address PO Box 160040 Big Sky MT 59716
(City, State, Zip Code)

Type of Benefit(s) Salary, other benefits

Name of Employer _____

Employer's Address _____
(City, State, Zip Code)

Type of Benefit(s) _____

FORM D-1 BUSINESS DISCLOSURE STATEMENT, PAGE 2

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List each business (corporation, partnership, or other business or professional entity or trust) in which you hold an interest that currently is valued at \$1,000 or more. (Attach a list if necessary)

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General Description of Property Stillwater Condo Unit 1003, Big Sky MT

Nature of Interest Held in the Property owner

.....
General Description of Property Dell Place Condo #9, Bozeman MT

Nature of Interest Held in the Property owner

.....
General Description of Property _____

Nature of Interest Held in the Property _____

.....
General Description of Property _____

Nature of Interest Held in the Property _____

10. REAL PROPERTY, Continued

General Description of Property _____

Nature of Interest Held in the Property _____

General Description of Property _____

Nature of Interest Held in the Property _____

General Description of Property _____

Nature of Interest Held in the Property _____

11. ASSOCIATION WITH OTHER ENTITIES

List each additional entity in which you are an OFFICER or DIRECTOR; include both for-profit and not-for-profit entities. (Attach a list if necessary)

Name of Organization Big Sky Trails Recreation and Park District Board Office Held Board Member

Address NA
(City, State, Zip Code)

Name of Organization _____ Office Held _____

Address _____
(City, State, Zip Code)

Name of Organization _____ Office Held _____

Address _____
(City, State, Zip Code)

Name of Organization _____ Office Held _____

Address _____
(City, State, Zip Code)

Name of Organization _____ Office Held _____

Address _____
(City, State, Zip Code)

CERTIFICATION

I declare under penalty of perjury and under the laws of the state of Montana that the foregoing is true, complete and correct.

Jon Olson
Signature

October 21, 2024
Date and place

FORM MAY BE REPRODUCED

Submit

Notice: you must follow up with a signed hard copy to CPP. Delivery receipt of this form will appear in your email. For further guidance, contact CPP at (406) 444-2942. (Internet Explorer is recommended)

Based on FORM D-1 (Commission of Political Practices)
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6. **CONTACT NUMBERS** _____
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Nature of Interest Held in the Property _____

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Address _____
(City, State, Zip Code)

Name of Organization _____ Office Held _____

Address _____
(City, State, Zip Code)

Name of Organization _____ Office Held _____

Address _____
(City, State, Zip Code)

Name of Organization _____ Office Held _____

Address _____
(City, State, Zip Code)

Name of Organization _____ Office Held _____

Address _____
(City, State, Zip Code)

CERTIFICATION

I declare under penalty of perjury and under the laws of the state of Montana that the foregoing is true, complete and correct.

Signature

Date and place

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9. OTHER BUSINESS INTERESTS

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- A "business interest" DOES include ownership of any security, equity, or evidence of indebtedness in any business corporation or other entity. If the security is a privately held corporation, list the name and address of the corporation. If the security is a corporation listed on a regulated stock exchange, list the name of the corporation; no address is required. If the security is held in a mutual fund, unit investment trust, or real estate investment trust, list the name of the fund or trust and NOT the individual name of the corporation; no address is required.
- A "business interest" DOES NOT include ownership of personal property not held for use or sale in a business or for investment (vehicles/household furnishings), cash surrender value of any insurance policy or annuity, bank deposits or certificates of deposit if not held for use in a business, and securities issued by any government or political subdivision.

Name of Business _____

Address _____ Type of Business _____
(City, State, Zip Code)

.....
Name of Business _____

Address _____ Type of Business _____
(City, State, Zip Code)

.....
Name of Business _____

Address _____ Type of Business _____
(City, State, Zip Code)

.....
Name of Business _____

Address _____ Type of Business _____
(City, State, Zip Code)

.....
Name of Business _____

Address _____ Type of Business _____
(City, State, Zip Code)

10. REAL PROPERTY

List all property (*other than one personal residence*) in which you hold an interest, if that interest currently has a fair market value of \$1,000 or more. An "interest" includes a fee, life estate, joint or common tenancy, leasehold beneficial interest (through a trust), option to purchase, or mineral or royalty interest. (Attach a list if necessary)

General Description of Property _____

Nature of Interest Held in the Property _____

.....
General Description of Property _____

Nature of Interest Held in the Property _____

.....
General Description of Property _____

Nature of Interest Held in the Property _____

.....
General Description of Property _____

Nature of Interest Held in the Property _____

10. REAL PROPERTY, Continued

General Description of Property _____

Nature of Interest Held in the Property _____

General Description of Property _____

Nature of Interest Held in the Property _____

General Description of Property _____

Nature of Interest Held in the Property _____

11. ASSOCIATION WITH OTHER ENTITIES

List each additional entity in which you are an OFFICER or DIRECTOR; include both for-profit and not-for-profit entities. (Attach a list if necessary)

Name of Organization _____ Office Held _____

Address _____
(City, State, Zip Code)

Name of Organization _____ Office Held _____

Address _____
(City, State, Zip Code)

Name of Organization _____ Office Held _____

Address _____
(City, State, Zip Code)

Name of Organization _____ Office Held _____


Address _____
(City, State, Zip Code)

Name of Organization _____ Office Held _____

Address _____
(City, State, Zip Code)

CERTIFICATION

I declare under penalty of perjury and under the laws of the state of Montana that the foregoing is true, complete and correct.



Signature

Sept. 17, 2024 Big Sky, MT

Date and place

Based on FORM D-1 (Commission of Political Practices)
BUSINESS DISCLOSURE STATEMENT

TO BE FILED BY: All District board members by December 15th of even numbered years and all new board members before assuming office.

TYPE OR PRINT IN INK ALL INFORMATION ON THIS FORM EXCEPT FOR CERTIFICATION SIGNATURE

1. NAME _____
Last First M.I.

2. OFFICE or POSITION HELD or OFFICE SOUGHT _____

3. EFFECTIVE DATE * _____ (*Date assumed office, was appointed, or declared candidacy)

4. E-MAIL ADDRESS (Please Print) _____

5. COMPLETE MAILING ADDRESS _____

(City, State, Zip Code)

6. CONTACT NUMBERS _____
Home Telephone Number Work Telephone Number Facsimile Number

7. TYPE OF BUSINESS IN WHICH CURRENTLY ENGAGED OR (in the case of election or appointment to a full-time position) TYPE OF BUSINESS IN WHICH FORMERLY ENGAGED PRIOR TO ELECTION OR APPOINTMENT:

8. BENEFITS CURRENTLY RECEIVED FROM PRESENT AND PAST EMPLOYERS
List each present and past employer from which you currently receive benefits, including salary, health, retirement, etc. (Attach a list if necessary)

Name of Employer _____
Employer's Address _____
(City, State, Zip Code)

Type of Benefit(s) _____

.....

Name of Employer _____
Employer's Address _____
(City, State, Zip Code)

Type of Benefit(s) _____

FORM D-1 BUSINESS DISCLOSURE STATEMENT, PAGE 2

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- A "business interest" DOES NOT include ownership of personal property not held for use or sale in a business or for investment (vehicles/household furnishings), cash surrender value of any insurance policy or annuity, bank deposits or certificates of deposit if not held for use in a business, and securities issued by any government or political subdivision.

Name of Business _____

Address _____ Type of Business _____
(City, State, Zip Code)

.....
Name of Business _____

Address _____ Type of Business _____
(City, State, Zip Code)

.....
Name of Business _____

Address _____ Type of Business _____
(City, State, Zip Code)

.....
Name of Business _____

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(City, State, Zip Code)

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Name of Business _____

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(City, State, Zip Code)

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General Description of Property _____

Nature of Interest Held in the Property _____

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General Description of Property _____

Nature of Interest Held in the Property _____

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General Description of Property _____

Nature of Interest Held in the Property _____

.....
General Description of Property _____

Nature of Interest Held in the Property _____

10. REAL PROPERTY, Continued

General Description of Property _____

Nature of Interest Held in the Property _____

General Description of Property _____

Nature of Interest Held in the Property _____

General Description of Property _____

Nature of Interest Held in the Property _____

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(City, State, Zip Code)

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Address _____
(City, State, Zip Code)

Name of Organization _____ Office Held _____

Address _____
(City, State, Zip Code)

CERTIFICATION

I declare under penalty of perjury and under the laws of the state of Montana that the foregoing is true, complete and correct.

Signature

Date and place



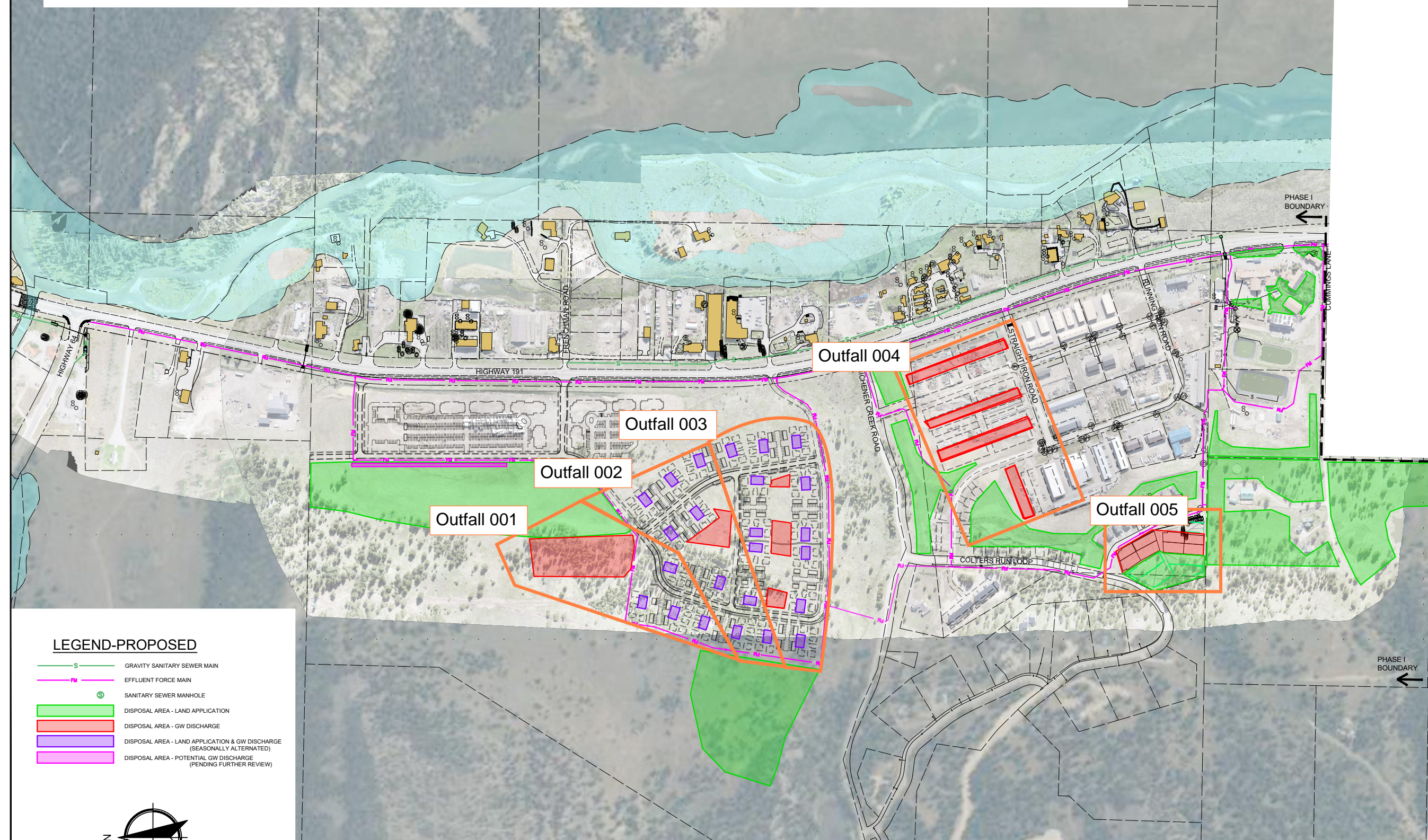
WGM GROUP
WWW.WGMGROUP.COM

PRELIMINARY

PLOTTED: 8/15/24
SAVED: 8/15/24

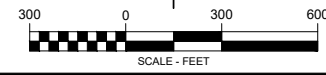
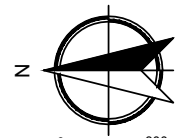
**OVERALL DISPOSAL AREA EXHIBIT - PHASE I
NEW PUBLIC SEWER SYSTEM FOR GCCWSD
GALLATIN COUNTY, MONTANA**

	Outfall 1	Outfall 2	Outfall 3	Outfall 4	Outfall 5	Total
Non-summer (Maximum) Groundwater Discharge Capacity (GPD)	48,171	20,046	24,833	36,982	10,000	140,032
Summer (Minimum) Groundwater Discharge Capacity (GPD)	43,384	9,275	11,668	36,982	10,000	111,309
Annual Equivalent Groundwater Discharge Capacity (GPD)	46,606	16,525	20,529	36,982	10,000	130,642



LEGEND-PROPOSED

- GRAVITY SANITARY SEWER MAIN
- EFFLUENT FORCE MAIN
- SANITARY SEWER MANHOLE
- DISPOSAL AREA - LAND APPLICATION
- DISPOSAL AREA - GW DISCHARGE
- DISPOSAL AREA - LAND APPLICATION & GW DISCHARGE (SEASONALLY ALTERNATED)
- DISPOSAL AREA - POTENTIAL GW DISCHARGE (PENDING FURTHER REVIEW)



REVISIONS:

NO.	DESCRIPTION	DATE

PROJECT: 22-07-24
LAYOUT: 01
SURVEYED: WGM GROUP
DESIGN: ARI
DRAFT: TNS
APPROVE: MAM
DATE:

JULY 2024

FILE: W:\Projects\220724\01 Data\CAD\02 Overall Disposal Exhibit - Nondag.dwg

FY25 CONTRACT AND INVOICE SUMMARY

Date Revised: 11/15/2024

Project No.	Description	Budget	11/20/24 Invoice Packet	Previous Fiscal Year Billing	FY25 Billing (to date)	Total	Budget Remaining	Notes
CANYON DISTRICT ADMINISTRATION								
200323.6 (WO#6A)	FY25 Grant Administration	\$40,000.00	\$3,435.30	\$0.00	\$8,735.50	\$12,170.80	\$27,829.20	
200323.7 (WO#7A)	FY25 District Admin & Outreach	\$70,000.00	\$12,167.80	\$0.00	\$31,273.70	\$43,441.50	\$26,558.50	
Knaub & Company	Accounting	\$5,000.00	\$344.96	\$0.00	\$800.80	\$1,145.76	\$3,854.24	
Tara DePuy	Legal Counsel	\$20,000.00	\$650.00	\$0.00	\$1,300.00	\$1,950.00	\$18,050.00	
Dorsey & Whitney	Bond Counsel	\$20,000.00	\$594.00	\$0.00	\$11,986.50	\$12,580.50	\$7,419.50	
Holmes & Turner	Audit	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00	
Miscellaneous	Dues, Insurance, Etc.	\$10,000.00	\$0.00	\$0.00	\$350.00	\$350.00	\$9,650.00	
Contingency		\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00	
	Subtotal	\$200,000.00	\$17,192.06	\$0.00	\$54,446.50	\$71,638.56	\$128,361.44	
CANYON SEWER ENGINEERING								
220724.2 (WO#2)	30% Sewer Engineering	\$357,880.00	\$0.00	\$333,039.95	\$50,725.70	\$383,765.65	-\$25,885.65	Closed
220724.4 (WO#4)	BSRAD Feasibility	\$149,000.00	\$0.00	\$134,966.21	\$49,808.09	\$184,774.30	-\$35,774.30	Closed
220724.5 (WO#5)	Discharge Permitting (first half 2024)	\$288,000.00	\$28,080.62	\$93,153.77	\$81,721.94	\$202,956.33	\$85,043.67	
220724.6 (WO#6)	Sewer Funding Package	\$60,000.00	\$0.00	\$0.00	\$59,768.38	\$59,768.38	\$231.62	closed
220724.7 (WO#7)	60% Engineering	\$403,000.00	\$23,158.60	\$0.00	\$0.00	\$23,158.60	\$379,841.40	
220724.8 (WO#8)	Contractor Procurement (CM/GC)	\$70,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$70,000.00	pending approval
	Subtotal	\$1,327,880.00	\$51,239.22	\$561,159.93	\$242,024.11	\$854,423.26	\$473,456.74	
BSCWSD - HIGHWAY 64 INFRASTRUCTURE ENGINEERING								
AE2S	30% Engineering	\$425,600.00	\$0.00	\$389,078.25	\$11,881.39	\$400,959.64	\$24,640.36	
AE2S	60% Engineering	\$604,440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$604,440.00	pending approval
	Subtotal	\$1,030,040.00	\$0.00	\$389,078.25	\$11,881.39	\$400,959.64	\$629,080.36	
CANYON WATER SYSTEM PER								
220806.1	Canyon Water System PER	\$80,000.00	\$0.00	\$54,820.33	\$4,610.05	\$54,820.33	\$25,179.67	
	Subtotal	\$80,000.00	\$0.00	\$54,820.33	\$4,610.05	\$54,820.33	\$25,179.67	
	Total	\$2,637,920.00	\$68,431.28	\$2,637,920.00	\$312,962.05	\$1,381,841.79	\$1,256,078.21	

GRANT TRACKING DASHBOARD - FY25

Current Invoice Total: \$ **68,431.28**

Date Revised: **11/15/2024**

ARPA - PHASE 1.1			BSRAD - PHASE 1.1		CASH ON HAND
State ARPA <small>Costs between 3/3/21 & 12/31/25 Agmt ends 12/31/25</small>	County ARPA <small>Costs between 3/3/21 & 12/31/25 (costs paid before 9/30/26 when agmt ends)</small>		FY25 Budget <small>(7/1/24-6/30/25)</small>	Interlocal	
50% match required = County MAG + Local	Match met by State ARPA	No match required			
Competitive	Min Allocation	SLFRF			

Budget Remaining: \$ 1,001,849.30 \$ 177,480.00 \$ 207,520.00 \$ 149,978.19 \$ 12,000,000.00 \$ 38,454.99

Invoice Date	Vendor	Invoice Number	Amount	Project #	General Invoice Description	Notes	Draw Request Date and/or No.	\$2M	\$542,480	\$207,520	\$200,000	\$12M
11/1/2024	Knaub & Co	110124-35	\$ 344.96	NA	accounting						\$ 344.96	
11/1/2024	Tara Depuy	11/1/2024	\$ 650.00	NA	legal	Project = \$350.00		\$ 350.00			\$ 300.00	
11/6/2024	WGM	73703	\$ 3,435.30	200323.6	grant admin			\$ 3,435.30				
11/6/2024	WGM	73704	\$ 12,167.80	200323.7	district admin	Project - \$4,622.80		\$ 4,622.80			\$ 7,545.00	
11/6/2024	WGM	73678	\$ 28,080.62	220724.5	WO#5			\$ 28,080.62				
11/6/2024	WGM	73680	\$ 23,158.60	200724.7	WO#7			\$ 23,158.60				
11/12/2024	Dorsey & Whitney	4025046	\$ 594.00	NA	bond counsel	all project		\$ 594.00				
10/8/2024	WGM	73404	\$ 3,360.90	200323.6	grant admin		BSRAD #15				\$ 3,360.90	
10/1/2024	Knaub & Co	100124-27	\$ 110.88	NA	accounting		BSRAD #15				\$ 110.88	
10/1/2024	Tara Depuy	10/1/2024	\$ 600.00	NA	legal svcs	Project = \$300	BSRAD #15				\$ 600.00	
10/8/2024	WGM	73405	\$ 13,309.30	200323.7	District admin		State #9/BSRAD #15	\$ 2,309.40			\$ 10,999.90	
10/8/2024	WGM	12/22/2100	\$ 33,407.80	220724.5	WO#5		State #9	\$ 33,407.80				
10/2/2024	WGM	73377	\$ 3,503.70	220724.4	WO#4		State #9	\$ 3,503.70				
10/9/2024	Dorsey & Whitney	4016547	\$ 544.50	NA	legal svcs	all project	State #9	\$ 544.50				
9/11/2024	Dorsey & Whitney	4007271	\$ 2,770.50	NA	legal svcs	all project	State #9	\$ 2,770.50				
6/30/2024	Dorsey & Whitney	3989782	\$ 5,815.50	NA	legal svcs	all project	State #9	\$ 5,815.50				
6/17/2024	Dorsey & Whitney	3983536	\$ 2,856.00	NA	legal svcs	all project	State #9	\$ 2,856.00				
8/27/2024	AE2S/BSCWSD	97057	\$ 24,572.35	P13218-2020-001	design		State #8	\$ 24,572.35				
9/5/2024	WGM	73117	\$ 13,948.18	220724.4	WO#4		State #8	\$ 13,948.18				
9/5/2024	WGM	73114	\$ 21,790.16	220724.5	WO#5		State #8	\$ 21,790.16				
9/5/2024	WGM	73115	\$ 896.43	220724.6	WO#6		State #8	\$ 896.43				
9/5/2024	WGM	73113	\$ 7,463.00	200323.7	District admin	\$865.00 project	BSRAD #14				\$ 7,463.00	
9/5/2024	WGM	73116	\$ 2,364.50	220806.1	water PER	non-project	BSRAD #14				\$ 2,364.50	
9/1/2024	Knaub & Co	090124-33	\$ 221.76	NA	accounting		BSRAD #14				\$ 221.76	
9/1/2024	Tara DePuy	9/1/2024	\$ 400.00	NA	legal	\$100 project	BSRAD #14				\$ 400.00	
9/4/2024	WGM	73105	\$ 2,440.40	200323.6	grant admin	all project	BSRAD #14				\$ 2,440.40	
7/1/2024	Big Sky Chamber	1505	\$ 350.00	NA	FY 25 membership		BSRAD #14				\$ 350.00	
7/23/2024	AE2S/BSCWSD	96573	\$ 11,881.39	P13218-2020-001	design		State #7B	\$ 11,881.39				
8/14/2024	WGM	73067	\$ 49,808.09	220724.4	WO#4		State #7B	\$ 49,808.09				
8/12/2024	WGM	73017	\$ 26,523.98	220724.5	WO#5		State #7B	\$ 26,523.98				
8/15/2024	WGM	73084	\$ 50,725.70	220724.2	WO#2	Add'l geotech	County MAG #6/State #7B	\$ 725.70	\$ 50,000.00			
8/12/2024	WGM	73005	\$ 10,501.40	200323.7	District admin	Project = \$2,928.80	BSRAD #13/State #7B	\$ 2,928.80			\$ 7,572.60	
8/12/2024	WGM	73012	\$ 2,245.55	220806.1	Water PER		BSRAD #13				\$ 2,245.55	
8/12/2024	WGM	73003	\$ 2,934.20	200323.6	grant admin	Project = \$2,779.10	BSRAD #13				\$ 2,934.20	
8/1/2024	Knaub & Co	080124-35	\$ 468.16	NA	accounting		BSRAD #13				\$ 468.16	
8/1/2024	Tara Depuy	8/1/2024	\$ 300.00	NA	legal		BSRAD #13				\$ 300.00	
FY 2024 CARRYOVER:								\$ 733,626.90	\$ 315,000.00			
SPENT:								\$ 998,150.70	\$ 365,000.00	\$ -	\$ 50,021.81	\$ -

**SUBRECIPIENT AGREEMENT BETWEEN GALLATIN COUNTY AND
THE GALLATIN CANYON COUNTY WATER AND SEWER DISTRICT
REGARDING USE OF AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) FUNDS
FOR THE GALLATIN CANYON WSD PHASE 1.2 FOR
CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC)
PRECONSTRUCTION ACTIVITIES
ASSISTANCE LISTING (CFDA) #21.027**

This Subrecipient Agreement (“Agreement”) is entered between **Gallatin County, Montana**, with its principal offices located at 311 West Main Street, Room 306, Bozeman, Montana 59715 (“County”) and **Gallatin Canyon County Water and Sewer District** located at PO Box 161030, Big Sky, MT 59716 (“GCCWSD”), collectively referred to herein as the “Parties”.

WHEREAS, on March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law and established the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Funds, which comprise the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program;

WHEREAS, the SLFRF program is intended to provide support to state, territorial, local, and tribal governments in responding to the economic and public health impacts of COVID-19 and state and local governments’ efforts to contain impacts on their communities, residents, and businesses;

WHEREAS, the County is the recipient of a SLFRF award from the federal government;

WHEREAS, GCCWSD has applied to the County for a subaward to implement CM/GC project delivery for the Gallatin Canyon Sewer Project (the “Project”) which will assist the County by furthering efforts to construct a centralized sewer system for the current GCCWSD with sufficient capacity to allow for efficient system extension to accommodate anticipated future District expansion;

WHEREAS, one of the four statutory eligible uses of a SLFRF award is to make necessary investments in water, sewer, or broadband infrastructure;

WHEREAS, this Agreement will enable the Parties to cooperatively implement and distribute the County’s SLFRF funding through the subaward to GCCWSD;

WHEREAS, the County, as the direct federal grantee of appropriated funds by the U.S. Department of Treasury (“Treasury”), has determined that the subaward to GCCWSD for the Project is in the best interest of the County and its recovery from the pandemic; and

WHEREAS, through this Agreement, the Parties have certified their compliance with applicable federal laws and regulations, as required by the Treasury.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the Parties agree as follows:

1. EFFECTIVE DATE AND TERM: This Agreement is effective from the date of its execution and shall remain in effect until no later than December 31, 2026, by which date the payment of all expenses must be final. The Parties expressly intend that any verified and appropriate monies offered under this Agreement and expended by GCCWSD for the Project prior to the execution of this Agreement are to be compensated under the terms of this Agreement.

2. DESCRIPTION OF PROJECT. The GCCWSD will utilize a Construction Manager/General Contractor (CM/GC) project delivery method for implementing the Canyon Sewer project. This method begins construction-related activities before designs are complete to aid in development of a more constructable project. Gallatin County Local Fiscal Recovery ARPA funding will be utilized to procure and contract with a Construction Manager at approximately 30% design to provide input on such items as scheduling, pricing, and phasing for construction. Once funding is secured for construction, the Construction Manager will become the General Contractor to complete project construction.

Scope tasks will generally include:

- Procurement of CM/GC per federal and state requirements
- CM/GC tasks
 - Conduct field visits to review existing conditions
 - Review designs for feasibility, complexity, environmental, and permitting aspects
 - Identify alternate materials and scheduling options
 - Provide construction pricing at various design levels
 - Make recommendations for optimizing design to improve constructability
 - Identify phasing opportunities

Tasks associated with CM/GC development have already begun to ensure the process fulfills federal and state requirements.

The Project complies with restrictions set forth in the use of SLFRF awarded funds in that it is for necessary investments in water, sewer, or broadband infrastructure, within the Expenditure Category 5.11- Clean Water: Transmission & Distribution.

Subrecipient shall cause the plans and specifications for the Project to be prepared by a registered professional engineer licensed to practice in his or her areas of competence in the State of Montana. Subrecipient also shall submit or cause to be submitted the plans and specifications to the Montana Department of Environmental Quality (DEQ) for review and approval prior to construction. Subrecipient agrees that all construction will be in strict accordance with DEQ approved plans and specifications.

A final Montana Environmental Policy Act (MEPA) (§ 75-1-101 et seq., MCA; 36.2.503 ARM) decision notice must be approved by the Montana Department of Natural Resources and Conservation (DNRC) before going to bid or proceeding with activities that have environmental impacts. Reimbursement will be declined for activities not approved under the MEPA decision notice. It is GCCWSD's responsibility to comply with MEPA and to provide all required information requested by DNRC and the County related to any required MEPA decision.

3. SLFRF SUBAWARD. The County agrees to award GCCWSD \$200,000 in SLFRF funding for the Project, subject to all terms and conditions of this Agreement.

4. USE OF FUNDS. GCCWSD may use the SLFRF subaward to fund eligible costs incurred beginning March 3, 2021 and up to December 31, 2026. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from the subaward. GCCWSD may use the subaward to cover both direct and indirect costs.

GCCWSD shall use the SLFRF funds in compliance with the SLFRF Award Terms and Conditions (attached hereto and incorporated herein by reference), the Treasury's Final Rule, and all other applicable state and federal laws and regulations, now in effect or that hereafter become effective. In addition, GCCWSD shall provide to the County proper documentation supporting determinations of costs and applicable compliance requirements and identifying how the requirements have been satisfied, as well as all other documentation necessary for the County's completion of quarterly and annual Project and Expenditure reports, including but not limited to subaward reporting.

GCCWSD understands and agrees that the funds disbursed under this Agreement may be used only in compliance with Section 603(c) of the Social Security Act, the Treasury's regulations implementing that section, and the guidance issued by the Treasury regarding the foregoing. GCCWSD shall determine, prior to engaging in any project using this assistance, that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. The GCCWSD agrees that the funds shall be used only in accordance with and in furtherance of the Project.

Any transfer of funds between budget categories as identified herein requires written notification and approval by the County.

5. QUARTERLY INVOICE AND PROGRAM REPORTS. GCCWSD agrees to comply with all reporting obligations established by the Treasury or required by the County as they relate to this award. GCCWSD agrees to provide to the County detailed monthly invoices and proof of payment of all expenditures in statements accurately reflecting the costs, payments, and status of the Project, including but not limited to bills submitted to GCCWSD for payment relating to the Project, receipts showing GCCWSD has paid the bills, and the estimated final costs of completing the Project. Templates for quarterly invoicing and quarterly program reports are incorporated herein as Exhibits A and B and shall be submitted by GCCWSD on the following schedule:

Report	Fiscal Year	Quarter	Period Covered	Due Date
1	2025	2	Oct 1 – Dec 31, 2024	Jan 15th, 2025
2	2025	3	Jan 1- Mar 31, 2025	Apr 15th, 2025
3	2025	4	Apr 1 –Jun 30, 2025	Jul 15th, 2025
4	2026	1	Jul 1 – Sep 30, 2025	Oct 15th, 2025
5	2026	2	Oct 1 – Dec 31, 2025	Jan 15th, 2026
6	2026	3	Jan 1- Mar 31, 2026	Apr 15th, 2026
7	2026	4	Apr 1 –Jun 30, 2026	Jul 15th, 2026
8	2027	1	Jul 1 – Sep 30, 2026	Oct 15th, 2026
9	2027	2	Oct 1 – Dec 31, 2026	Jan 15th, 2027

6. PAYMENTS. Upon receipt of GCCWSD’s quarterly invoice and quarterly program report, the County will issue a reimbursement for the documented expenditures or will deny the requested reimbursement, in whole or in part, with a written statement detailing items not approved for reimbursement and the reason(s) for disapproval. The County may disapprove a requested reimbursement, or a portion thereof based upon GCCWSD’s failure to comply with any material provision of this Agreement, including strict compliance with all reporting obligations.

7. MAINTENANCE OF AND ACCESS TO RECORDS. GCCWSD shall maintain records and financial documents sufficient to evidence compliance with Section 603(c) of the Social Security Act, the Treasury’s regulations implementing that section, and guidance issued by the Treasury regarding the foregoing. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of GCCWSD in order to conduct audits or other investigations. Records including but not limited to all invoices, bills, and other relevant documentation of SLFRF expenditures shall be maintained by GCCWSD for a period of five (5) years after all funds related to the Project have been expended or returned to the County, whichever is later. GCCWSD shall cause proper and adequate books of records and accounting to be kept showing complete and correct entries of all receipts, disbursements, and other transactions relating to the Project. GCCWSD agrees that the County and its agents may, at any reasonable time, inspect or audit all records that GCCWSD maintains pertaining to the Project to verify compliance with this Agreement. In addition, the County may require with reasonable cause and notice the GCCWSD to submit to an audit by a Certified Public Accountant or other person acceptable to the County, paid for by the GCCWSD. The County may terminate this Agreement upon any refusal of GCCWSD to allow access to records necessary for the County, its agent, or any auditor to conduct any audit or inspection.

GCCWSD further agrees that, if it is receiving \$750,000 or more in federal funds within a fiscal year, it shall maintain complete, accurate, documented, and current accounting of all program funds received and expended in accordance with OMB Uniform Guidance rules and shall file and

provide the County with a copy of a “Uniform Guidance Audit” (formally called a single audit or federal audit) in accordance with the OMB Uniform Guidance rules.

8. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS. GCCWSD shall conform with all applicable state and federal laws, regulations and statues including but not limited to those set forth in SLFRF, the American Rescue Plan Act of 2021, PUB L. No 117-2, the Compliance and Reporting Guidance SLFRF Version 5.0 (September 20, 2022), and as such Guidance may be amended, the Treasury’s Final Rule, 31 CFR Part 35. In addition, the Parties shall conform with the requirements set forth in the Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards in 2 CFR 200.

Further, GCCWSD agrees to comply with the requirements of Section 603 of the Social Security Act, regulations adopted by the Treasury pursuant to section 603(f) of the Act, and guidance issued by the Treasury regarding the foregoing. GCCWSD also agrees to comply with all other applicable federal and state statutes, regulations, and executive orders, and GCCWSD shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

Federal regulations applicable to this award include, without limitation, the following:

- A. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by the Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
- B. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- C. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- D. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19;
- E. Sub-recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- F. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- G. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- H. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations; and
- I. Generally applicable federal environmental laws and regulations.

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- B. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
- E. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; and
- F. The Montana Governmental Code of Fair Practices (Title 49, Chapter 3, Montana Code Annotated), which prohibits discrimination in the performance of this Agreement against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin. Further, pursuant to § 49-3-207, MCA, all hiring for the purposes of this Agreement must be on the basis of merit and qualifications only.

As a condition of receiving this award, GCCWSD agrees to abide by the assurances stated in the “Assurances of Compliance with Civil Rights Requirements” attached hereto and incorporated herein by this reference. Further, GCCWSD shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the U.S. Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or Agreement.

GCCWSD also agrees to adhere to Montana statutes and regulations applicable to counties, such as, but not limited to, public procurement and solicitation requirements, environmental laws, safety laws, and labor laws. These laws include, without limitation:

- A. Montana Labor Preference (§ 18-2-403, MCA) for work defined as “public works” per § 18-2-401, MCA;
- B. Prevailing Wage Rates (§ 18-2-403, MCA);

- C. Montana Safety Culture Act (Title 39, Chapter 71, Part 15, MCA);
- D. Professional Licensure requirements (Title 37, MCA);
- E. Registration and Withholding (Title 39, Chapter 9 and Title 15, Chapter 50, MCA)
- F. Subcontractor Payments (Title 18, Chapter 2, Part 21, MCA);
- G. Occupational Health and Safety (Title 50, Chapter 71, MCA);
- H. Montana Worker's Compensation Act (Title 39, Chapter 71, MCA);
- I. Public Contracting and Procurement (Title 18, MCA); and
- J. Montana Environmental Protection (Title 75, MCA).

9. PROJECT FUNDING RECIPIENT RESPONSIBILITIES: GCCWSD has the primary responsibility for directing, supervising, monitoring, and coordinating the performance of all Project activities carried out under the terms of this Agreement. GCCWSD has not been hired by the County to perform any work for or on behalf of the County. GCCWSD shall remain responsible for all work performed and for the completion of the Project. In performing the Project, GCCWSD is not an agent, employee, or independent contractor of the County. The agents, employees, and independent contractors associated with or hired by GCCWSD relating to the Project are not agents, employees, or independent contractors of the County. This Agreement does not create a partnership, joint venture, joint enterprise or joint undertaking of any sort between GCCWSD, its agents, employees, or independent contractors, and the County for the Project or otherwise.

10. CONFLICTS OF INTEREST: GCCWSD understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. GCCWSD must disclose in writing to the County and the Treasury any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

11. REMEDIAL ACTIONS: In the event of the GCCWSD's noncompliance with Section 603 of the Social Security Act, other applicable laws, the Treasury's implementing regulations, guidance, or any reporting or other program requirements, the County may impose additional conditions on the receipt of a subsequent tranche of award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of Section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

12. HATCH ACT: GCCWSD agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

13. FALSE STATEMENTS: GCCWSD understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or

administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and any other remedy available by law.

14. PUBLICATIONS: Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal ARPA award number SLRFP0471 awarded to Gallatin County by the U.S. Department of the Treasury.”

15. DEBTS OWED: Any funds paid to GCCWSD: (1) in excess of the amount to which GCCWSD is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General or the County to have been misused; or (3) that are determined by the Treasury or the County to be subject to a repayment obligation pursuant to Section 603(e) of the Social Security Act and have not been repaid by the GCCWSD shall constitute a debt to the County. Any debts determined to be owed must be paid promptly to the County by GCCWSD. A debt is delinquent if it has not been paid by the date specified in the Treasury’s or County’s initial written demand for payment, unless other satisfactory arrangements have been made or if GCCWSD knowingly or improperly retains funds that are a debt as defined in the first sentence of this paragraph. County will take any actions available to it to collect such a debt.

16. DISCLAIMER: The County expressly disclaims any and all responsibility or liability to GCCWSD or third persons for the actions of GCCWSD or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Agreement or any other losses resulting in any way from this award, the Project, or any contractor or subcontract under this Agreement. The acceptance of this award by GCCWSD does not in any way establish an agency relationship between the United States and County or County and GCCWSD.

17. PROTECTIONS FOR WHISTLEBLOWERS: In accordance with 41 U.S.C. § 4712, GCCWSD shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- A. A member of Congress or a representative of a committee of Congress;
- B. An Inspector General;
- C. The Government Accountability Office;
- D. A Treasury employee responsible for contract or grant oversight or management;
- E. An authorized official of the Department of Justice or other law enforcement agency;
- F. A court or grand jury; or

G. A management official or other employee of GCCWSD, or of its contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.

GCCWSD shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

18. INCREASING SEAT BELT USE IN THE UNITED STATES: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), GCCWSD shall encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

19. REDUCING TEXT MESSAGING WHILE DRIVING: Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the GCCWSD shall encourage its employees, sub-recipients, and contractors to adopt and enforce policies that ban text messaging while driving, and GCCWSD shall establish workplace safety policies to decrease accidents caused by distracted drivers.

20. PURCHASE AND MANAGEMENT OF REAL PROPERTY OR EQUIPMENT. Any purchase of real property or equipment by GCCWSD with the SLFRF subaward must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment or real property acquired for the Project must be used for the originally authorized purpose and maintained subject to all applicable laws and regulations. Equipment and real property will vest in GCCWSD and may only be disposed of in compliance with 2 CFR 200.311 and 2 CFR 200.313.

21. INDEMNIFICATION. GCCWSD shall protect, indemnify, defend, and save the County and its officers, employees, and agents harmless from and against any and all claims, liabilities, demands, causes of actions, judgements, and settlements, including costs and reasonable attorney fees, arising in favor of or asserted by any person or entity which are, or are alleged to be the result of, in whole or in part, any acts, errors, or omissions of GCCWSD, its employees, agents, or independent contractors, in connection with the Project or GCCWSD's failure to comply with the terms of this Agreement. The duty of GCCWSD to defend is not contingent upon an admission or jury determination that GCCWSD committed any negligent acts or engaged in any willful misconduct. GCCWSD shall pay the reasonable costs and attorney fees incurred by the County in establishing its right to defense or indemnification provided herein.

22. ASSIGNMENTS. The Parties mutually agree that there will be no assignments, transfer, or other delegation of this Agreement, nor any interest in this Agreement, without the express prior written consent of the Parties.

23. MODIFICATIONS. This Agreement contains the entire agreement between the Parties, and no statements, promises, or inducements made by either party or agents of either party, which are not contained in this writing shall be valid or binding. This Agreement shall not be modified or otherwise altered without written agreement of the Parties.

24. SEVERABILITY. It is agreed by the Parties that if any term or provision of this Agreement is held to be illegal or in conflict with any federal or Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

25. TERMINATION. The County may suspend or terminate this Agreement if the GCCWSD materially fails to comply with any term herein or with applicable rules and regulations established for use of the SLFRF funds by the Treasury. The County shall provide GCCWSD thirty (30) days written notice by registered mail or personal delivery. The written notice must demand performance of the stated failure within a specified time period of not less than thirty (30) days. If the demanded performance is not completed within the specified time period, the termination is effective at the end of that specified time period. Upon such termination and, at the County's option, GCCWSD shall return to the County all grant funds previously issued to GCCWSD. In addition, the County may bring such legal action as may be necessary to enforce this Agreement.

26. MONTANA'S LAW AND VENUE. The Parties agree that any action or judicial proceeding for the enforcement of this Agreement shall be instituted only in the courts of the State of Montana, and it is mutually agreed that this Agreement shall be governed by the laws of the State of Montana, both as to interpretation and performance. In the event of litigation concerning the terms of this Agreement, venue shall be in the 18th Judicial District in and for the County of Gallatin, Montana.

27. PUBLIC ACCESS TO INFORMATION. GCCWSD acknowledges the County is a local government unit and its records are public and subject to disclosure under Montana law. Certain information may be protected from disclosure. Protected information includes information concerning an individual privacy interest, protected health information, legitimate trade secrets, constitutionally protected proprietary information, and certain information related to individual or public safety. The Parties agree to confer prior to disclosure of information relating to this Agreement that may include protected information.

28. NON-WAIVER. No delay or failure by either party to enforce or assert any right, claim, defense, remedy, or provision of this Agreement shall operate as any waiver of any such right, claim, defense, or remedy.

29. REMEDIES CUMULATIVE. The remedies given in this Agreement to either party shall be cumulative, and the exercise of any one remedy by either party shall not be to the exclusion of any other remedy.

30. EFFECT OF DUPLICATE; AUTHORITY TO SIGN; COUNTERPARTS. This Agreement will be filed with the Gallatin County Clerk and Recorder. A copy of the original signed Agreement has the same force and effect as the original. Each individual signing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this

Agreement. This Agreement may be executed in counterparts and an electronic or facsimile signature shall have full force and effect, binding the party to its execution.

31. PROJECT MONITORING & ACCESS FOR INSPECTION AND MONITORING.

The County, or their agents may monitor and inspect all phases and aspects of GCCWSD's performance to determine compliance with this Agreement, including the adequacy of records and accounts. The Subawards are publicly funded and require GCCWSD to accommodate all requests for public access to the site and project records with due consideration for safety, private property rights, and convenience of all parties.

GALLATIN CANYON COUNTY WATER AND SEWER DISTRICT

BY: _____
Scott Altman
District President

DATE: _____

GALLATIN COUNTY, MONTANA

BY: _____
Scott MacFarlane
Chair, County Commission

DATE: _____

Exhibit A

Gallatin County Grants Department U.S. Treasury ARPA Grant

Contractor: _____

Contract #: 2025-_____

October 1 -December 31, 20__

Expense Budget Category	Current Month	YTD	Total Budget Amount	Budget Balance	% of Budget Used
Personnel		\$ -	\$ -	\$ -	0%
Fringe Benefits		\$ -	\$ -	\$ -	0%
Training		\$ -	\$ -	\$ -	0%
Travel		\$ -	\$ -	\$ -	0%
Supplies		\$ -	\$ -	\$ -	0%
Indirects		\$ -	\$ -	\$ -	0%
Contracted Services		\$ -	\$ -	\$ -	0%
Equipment		\$ -	\$ -	\$ -	0%
Total Expenses	\$ -	\$ -	\$ -	\$ -	0%

Name and Title of Person Submitting: _____

Signature Certifying Submission: _____

Contact # and Email: _____

Other Expenses must have receipts to back up expenses.

Department Use Only

Amount Approved _____

Date Approved _____

Approved By: _____

Exhibit B
SLFRF Progress and Expenditure Report

Name of Sub-Recipient: _____

Report Date: _____

Project Name: _____

Project Expenditure Category: _____

Project Award Number: _____

Project Award Date: _____ Project Award Amount: _____

Payment Method: Grant _____ If Loan, expiration date: N/A

Primary Place of Performance: _____

Project Description:

Between 50 to 250 words, describe the project in sufficient detail to provide understanding of the major activities that will occur. Indicate any sub-tasks or objectives included within the project along with desired outcomes (this description remains the same for the life of the project unless a scope of work change is approved through an amendment).

Related Project Name(s) and ID #s (n/a if not applicable):

Name:	ID #:

Does this project serve an Economically Disadvantaged Community (Y/N)? _____

If "Yes", under what condition(s) does it qualify?

The primary intended beneficiaries earn less than 60% of Median Income

Over 25% of the intended beneficiaries are below the Federal Poverty Line

Projects within certain Expenditure Categories require reporting on this metric.

If "Yes",

How many total beneficiaries were served? _____

How many of those beneficiaries met the criteria above? _____

Expenditures for Current Reporting Period:

Using attachment B (request for reimbursement form), include the amount and a brief description of each individual administrative/financial related expenditure (invoice) that will be paid for in whole or in part using SLFRF funds. Attach a copy of each invoice. Include summary payroll information for all work performed by the SLFRF funded employees. At a minimum, include the name, title, time period or date(s) that work was performed, rates charged/hour, total hours worked, activities performed, and total amount earned. Attach additional documentation as needed.

Additional Required Programmatic Data per Expenditure Category:

Water and Sewer Projects:

Projected/actual construction start date (month/year): _____

Projected/actual initiation of operations date (month/year): _____

Location: _____

Median Household Income of service area: _____

Lowest Quintile Income of the service area: _____

National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable- clean water): _____

Public Water System (PWS) ID number (if applicable- drinking water): _____

Project Status Update:

- Not started
- Under 50% complete
- Over 50% complete
- Completed

This portion of the report should provide a summary of the overall status of the project and any other information relevant to the implementation of the project. Include a description of any accomplishments achieved since the last progress report submitted. Include timelines for milestones or completion of activities.

Use quantitative terms whenever possible. Provided above is a basic project status, please provide estimates for major components of the project.

Provide any other information that appears pertinent, such as anticipated changes in the contract budget, implementation schedule, or scope of services. For example, if you anticipate any problems or delays that could affect the project implementation schedule or budget, these should be fully described and discussed well in advance, since a budget adjustment requires prior approval. Finally, indicate any milestones from the implementation schedule that are behind schedule and indicate when they should be completed.



MASTER SERVICES AGREEMENT WORK ORDER #8

PROJECT TITLE: Canyon Sewer Engineering
CLIENT: Gallatin Canyon County Water & Sewer District
WGM GROUP PROJECT NUMBER: 220724.8

As stated in the Master Services Agreement (Agreement) for the above-referenced client dated March 31, 2023, the Agreement may be modified by written amendment executed by both parties and defined in Work Orders incorporated into the Agreement. This document details the scope and fee associated with Work Order #8. By both parties signing below, this document becomes incorporated into the Agreement as an Exhibit and is subject to the terms and conditions of said Agreement.

Services under this Work Order are for the development of a Construction Manager/General Contractor (CM/GC) project delivery method for implementing the Canyon Sewer project, with the goal of reaching a CM selection. It is anticipated that the selected CM will provide a cost to begin construction-related activities (not included in this WO) before designs are complete to aid in development of a more constructable project. Gallatin County Local Fiscal Recovery ARPA funding will be utilized to procure and contract with a CM to provide input on such items as scheduling, pricing, and phasing for construction. Once funding is secured for construction, the CM would become the GC to facilitate project construction.

WORK ORDER SCOPE OF SERVICES:

Tasks will generally include:

- Procurement of CM/GC per federal and state requirements
 - Develop a Request for Qualifications (RFQ) and a Request for Proposal (RFP)
 - Prepare a detailed written finding in accordance with MCA 18-2-502 (2) & (3)
 - Establish a committee for review and scoring of RFQ and RFP submittals
 - Advertise RFQ & answer questions from potential submitters
 - Review and score RFQ submittals & develop short-list of firms to provide proposals
 - Issue RFP, conduct pre-proposal meeting, and answer questions from short-listed firms
 - Review and score proposals, and award CM/GC contract
 - The award letter will be written in accordance with MCA 18-2-502 (2) & (3)

ADDITIONAL SERVICES

This scope does not include the tasks anticipated to be completed by the CM, once selected. It is anticipated that they will provide a fee for their work in the CM phase and be contracted directly with GCCWSD. Other services not specifically described in the tasks above are not included in this scope of work but may be added through an amendment.

FEE ESTIMATE

Our fees will be billed on a time and materials basis with a budget estimate of **\$70,000**. Fees are valid through August 2025 and may need to be adjusted if the project extends beyond this date.

SCHEDULE

Tasks associated with CM/GC development have already begun to ensure the process fulfills federal and state requirements. Following is a proposed schedule of major milestones.

Anticipated Schedule for Milestones

DATE	EVENT
12/20/2024	Advertise RFQ
1/20/2025	SOQ Response Deadline
2/06/2025	Short List Complete
2/08/2025	Issue RFP
3/12/2025	Proposal Deadline
3/24/2025	Proposals Scored
4/03/2025	Interviews if Necessary
4/05/2025	Final CM/GC Selection
5/01/2025	Anticipated Notice to Proceed for CM

WGM Group, Inc. Acceptance of Work Order:

Mace Mangold, PE

Senior Project Engineer/VP


(sign)

11-14-2024

(date)

Client Authorization to Proceed with Work Order:

Scott Altman

GCCWSD President

(sign)

(date)