



PUBLIC MEETING MINUTES
Thursday October 17th, 2024, 2:30 PM

This meeting was held via zoom only

I. Regular Board Meeting Public Forum

A. Call to Order/start recording

Altman called the meeting to order at 2:33pm.
All five board members were present, making quorum.

B. Revise September 11th Meeting Minutes- Action

A conflict disclosure form for Chad Wilson was discussed.

*Olsen moved to approve the September 11th meeting minutes as presented. Wilson 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 and correspondence – Discuss

WGM Group provided a status update on funding, outreach, joint, committee, and engineering/permitting.

BSRAD is evaluating ways to help increase their funding contribution to the sewer project – looking to get roughly \$20M (includes the original \$11M).

DNRC and SRF Loans on the \$10M-\$20M scale are being discussed. A nutrient credit funding strategy is also being discussed with the Task Force. Other options are being explored.

The presentation shown to the joint county commission (see attached) was briefly reviewed. There is discussion of implementing a Tax increment district.

WGM presented several times at Big Sky Community week about the project. Other outreach efforts need to ramp up.

The joint-committee is discussing ways for both districts to coordinate long-term. Contractor procurement process is also being discussed, along with a treatment-disposal MOU, and additional BSRAD funds.

The discharge permit application is under review. Several design alternatives are being evaluated.

B. Board member biannual conflict of interest disclosures – *Discuss*

All new board members must fill out the conflict of interest and all board members must complete it by the end of even numbered years.

Two board members provided their forms (see attached). The other board members will provide them at the next board meeting.

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

There needs to be a mechanism to synchronize the two WSDs.

DePuy clarified some options. She said the Joint Powers Authority statute proposed is only applicable to airport districts. One option could be to consolidate the districts – this is not the current intent. An interlocal agreement could be negotiated between the two districts. DePuy and Swimmy (BSCWSD's attorney) will attend the next meeting and start the dialogue for this. There will be several board meetings before anything is finalized. Four corners and Gallatin Gateways WSDs use interlocal agreements.

This will likely be needed before any contracting. It would include more than just contracting details. Whether or not BSRAD is included in the agreement should be discussed.

The next joint committee meeting is scheduled for November 12th.

D. Committee(s) – *Discuss, maybe Action*

Now that there are 5 members on the board, multiple board members can be on a committee. Additional committees should be created, with potentially 2 board members each.

Scott gets to appoint members to committees.

Outreach committee – Goldberg and Altman.

Right of way and easements will be a major next step. General outreach and relaying the story is also important.

Goldberg mentioned he is particularly interested in design alternatives in service area 4.

Altman clarified that committees discuss and bring ideas to the full board for approval.

Engineering and Permitting – Altman and Olsen

BSRAD -BSCWSD-GCCWSD Joint Committee – Olsen and Wilson

Funding – Wilson and Cobb

Wilson may take Altman's place on the Engineering committee eventually. Altman would like to stay on for a little while for continuity.

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

No new petitions have been received.

Golberg asked if the outreach committee should be working on helping increase annexations. Yes.

Ramshorn and the Schools are priority outreach efforts for annexations.

F. Canyon Sewer Project Updates

a. AE2S Financial Updates – *Discuss*

Ryan Graff with AE2S Provided an update. In addition to the coordination conversations mentioned before, budgets are being refined.

This is the current proposed strategy – it will continue to be refined:

Preliminary financing stack assumptions as of today:

- \$20M BSRAD
- \$20M SRF Loan
- \$10M County Supported Funding
 - Assume TIF based for now
- \$5M grant funded

The loan will have to be paid back through rates or other mechanisms. SRF will need some assurance since there are currently no rate payers.

Rates are expected to be a little over \$200/ month. This is still a lot and other strategies are being explored to lower this estimated.

Additional grants, larger BSRAD contribution, budget reductions (negotiating treatment costs with BSCWSD, serving Big Horn Center areas...), special assessment districts, etc. will be explored. There are lots of dials to turn.

There is no treatment or disposal credit accounted for in these numbers.

Olsen thinks the estimated rates are still high, especially for the people who don't pay a monthly rates. Other board members agreed that it's a lot of money.

Goldberg's septic system is 45-46 years old. He asked if there is a way to incentivize the more polluting properties to connect. The nutrient credit system could be used to help offset connection costs. Who can subsidize this is being explored.

Olsen clarified that minimizing cost for existing users is priority – developers will pay if it's worthwhile.

Goldberg asked if new connections can cover more than existing. There are limitations for fairness and equity on this, but it will be explored. Use-based rates and fees can be used to help spread costs.

There are laws that require connection to sewer, where available within a certain distance, if your septic system fails. This may complicate that strategy.

The funding committee should also cover rates.

Altman clarified that river protection is a main mission. Getting existing loads connected to sewer should be prioritized.

Graff indicated that DNRC would like to secure some loan forgiveness for the district. This will largely be timing dependent.

Full project costs will continue to be refined as design progresses.

Connection fees can be used to help offset cost burden as well.

As more users connect, the cost will go down. Economy of scale will likely help over time.

b. Re-visit Collection Alternatives – *Discuss*

This is one of the first things that WGM wants from the engineering and permitting committee.

The service area 4 collection alternatives (previously discussed) were briefly overviewed. Gravity flow on the riverside of several of the properties is one option. There are also several options of staying in the highway's right of way, but the pipe may get very deep or need a lift station to stay deep. Another alternative would require small pumps at several of the connections to a gravity main.

Goldberg's first impression is to stay as far from the river as possible. WGM clarified that this is out of the floodplain – but that river protection would be continued to be kept in mind.

Cobb asked if Big Sky Fire Department is interested in piggy backing on any of this sewer or potential future water. Likely, but they haven't been much involved to date. They have been engaged for the ongoing Water PER.

Landowners' willingness to give easements for pipe on the back end of their properties will be a big factor in deciding between alternatives. The outreach committee will explore this.

WGM mentioned they don't recommend touching eminent domain.

c. 60% Design Work Order – *Action*

A new work order to progress design and agency coordination to 60% was presented by WGM group (See attached). The goal would be to get this to a contractor for their input in roughly 6 months. AE2S would be a subcontractor, mostly focusing on pump stations.

Altman clarified that this is just for the GCCWSD owned infrastructure, separate from the highway 64 infrastructure. AE2S is drafting a contract with BSCWSD for that.

ARPA and BSRAD funding is available for all of this.

No further questions from the board.

Olsen moved to approve Master Services Agreement Work order 7. Cobb seconded. No Further discussion. The motion passed unanimously.

d. CMGC Work Order – Discuss

Another work order will be presented next month to make a CMGC procurement process reality.

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

GCCWSD secured a \$200k ARPA grant to help lower costs for Ramshorn connections. Deadline. New proposed contract. For CMGC procurement and payment of the contractor's services, to be used by the end of 2025. This will require GCCWSD board approval and then County Commission approval.

The goal of having a contractor on board early through the CMGC process will help refine design and cost estimates. WGM thinks bringing them onboard after 60% design stage is realistic. There is enough time to use the funding.

Wilson clarified that there will no longer be this \$200k earmarked for Ramshorn. There will likely be other opportunities to securing similar funding for this purpose. Wilson stated that Ramshorn knew that these funds were earmarked for them – this will have to be well clarified in ongoing Ramshorn outreach. Wilson thinks \$200k a lot for preconstruction efforts. WGM thinks its reasonable based on other projects. Altman clarified that some of the funds go to procurement process.

The interlocal agreement with BSCWSD will be helpful in this procurement process, but it is a formality, so it is safe to commit to these funds. DePuy can draft a resolution to use CMGC for approval at the next board meeting. DePuy thinks it's ok to approve this funding agreement now. Wilson wants to know when this agreement needs to be approved – it was clarified that the board can take a month or more to approve it. Altman would like to discuss this with the joint committee before then.

There is some uncertainty about the deadline for approving this – a special meeting can be called if needed.

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

The invoice and draw request packet was briefly reviewed (see attached).

Wilson moved to authorize payment for the invoices presented. Altman seconded. There was no further discussion. The motion passed unanimously.

III. Old Business

A. Water PER Updates – Discuss

WGM expects to have the draft read for board presentation by the end of the year. They are currently working on cost estimates for various alternatives. There will be some presentation at next month's meeting.

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

This will be discussed further at the next meeting.

C. Grant-related Auditing services – Action

The auditors are working on the audit. The reports should be available in the next month or two.

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

NA.

b. November Regular Meeting

The next meeting was set for November 20th at 10am.

VI. Adjourn

Altman moved to Adjourn. Olsen seconded. No discussion. The motion passed unanimously.

Minutes Drafted by: Michelle Pond, WGM Group

Minutes Approved: 11/20/2024

Signed: Scott Altman, Board President



Attested: Jessica Martin-Trulen, GCCWSD Secretary



Board Updates:

- Funding
 - Coordination w/ BSRAD to expand 1% to \$20M (+/-)
 - Coordination w/ DNRC and SRF for base loan (\$10M to \$20M)
 - Coordinate “nutrient credit” funding w/ Task Force
 - Identify upcoming grant opportunities
 - Connection Fee and User Rate updates

- Outreach
 - Community Week Presentations
 - Big Sky Chamber led outreach effort (Dan Delzer contact)
 - Coordinating Council of Big Sky (Johnny O’Conner contact)
 - Gallatin River Task Force (Kristin Gardner contact)
 - Ramshorn HOA and School District (identify liaison)

- Joint Committee
 - Joint Powers Authority establishment
 - Refine 1% ask for May 2025 ballot
 - Treatment-Disposal MOU
 - Contractor procurement

- Engineering-Permitting
 - Highway 64 “pinch point”
 - Service Area 4 collection
 - Disposal prioritization
 - Discharge permit application “completeness” review update

GCCWSD MEETING ATTENDANCE SHEET

2:30 PM; October 17th 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	Kristin Gardner	Ramshorn + GRTF	kristin@gallatinrivertaskforce.org	X
8	Abby Indreland	WGM Group	aindreland@wgmgroup.com	X
9	Ryan G	AE2S	Ryan.graff@ae2s.com	X
10	Stuart Goldberg	GCCWSD Board	Stuart925@gmail.com	X
11	Chad Wilson	GCCWSD Board	Chad.wilson@bigskyresort.com	X
12	Joe Cobb	GCCWSD Board		X
13	Stora			X
14	Karl Cook			X
15	Steve			X
16	R Thompson			X



PUBLIC MEETING AGENDA

Thursday October 17th, 2024, 2:30 pm

This meeting will be held via zoom only

<https://us06web.zoom.us/j/88280805166?pwd=FqALujN1tX3UE7I4TLaPL82WrMrbjt.1>

(see next page for call in details)

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- A. Call to Order/start recording
- B. Revise September 11th 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 and correspondence – *Discuss*
- B. Board member biannual conflict of interest disclosures - *Discuss*
- C. BSRAD-BSCWSD-GCCWSD Joint Committee updates - *Discuss*
- D. Committee(s) – *Discuss, maybe Action*
- E. Annexation Petitions Review and Potential Annexation Ordinance and/or rejection resolution – *Action*
- F. Canyon Sewer Project Updates
 - a. AE2S Financial Updates - *Discuss*
 - b. Re-visit Collection Alternatives - *Discuss*
 - c. 60% Design Work Order - *Action*
 - d. CMGC Work Order - *Discuss*
- G. Revised ARPA \$200k, Gallatin County Contract – *Action*
- H. BSRAD and ARPA Draw Requests and Invoice Payments – *Action*

III. Old Business

- A. Water PER Updates – *Discuss*
- B. Resolution for using CMGC and Developing a procurement process – *Action*
- C. Grant-related Auditing services – *Action*

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/88280805166?pwd=FqALujN1tX3UE7I4TLaPL82WrMrbjt.1>

Meeting ID: 882 8080 5166

Passcode: 566090

One tap mobile

+13462487799,,88280805166#,,,,*566090# US (Houston)

+16694449171,,88280805166#,,,,*566090# US

Dial by your location

- **+1 346 248 7799 US (Houston)**
 - **+1 669 444 9171 US**
- **+1 669 900 6833 US (San Jose)**
 - **+1 719 359 4580 US**
 - **+1 253 205 0468 US**
- **+1 253 215 8782 US (Tacoma)**
 - **+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**
 - **+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**

Meeting ID: 882 8080 5166

Passcode: 566090

Find your local number: <https://us06web.zoom.us/j/88280805166?pwd=FqALujN1tX3UE7I4TLaPL82WrMrbjt.1>

GALLATIN CANYON SEWER

PROJECT UPDATES



PRESENTATION OUTLINE

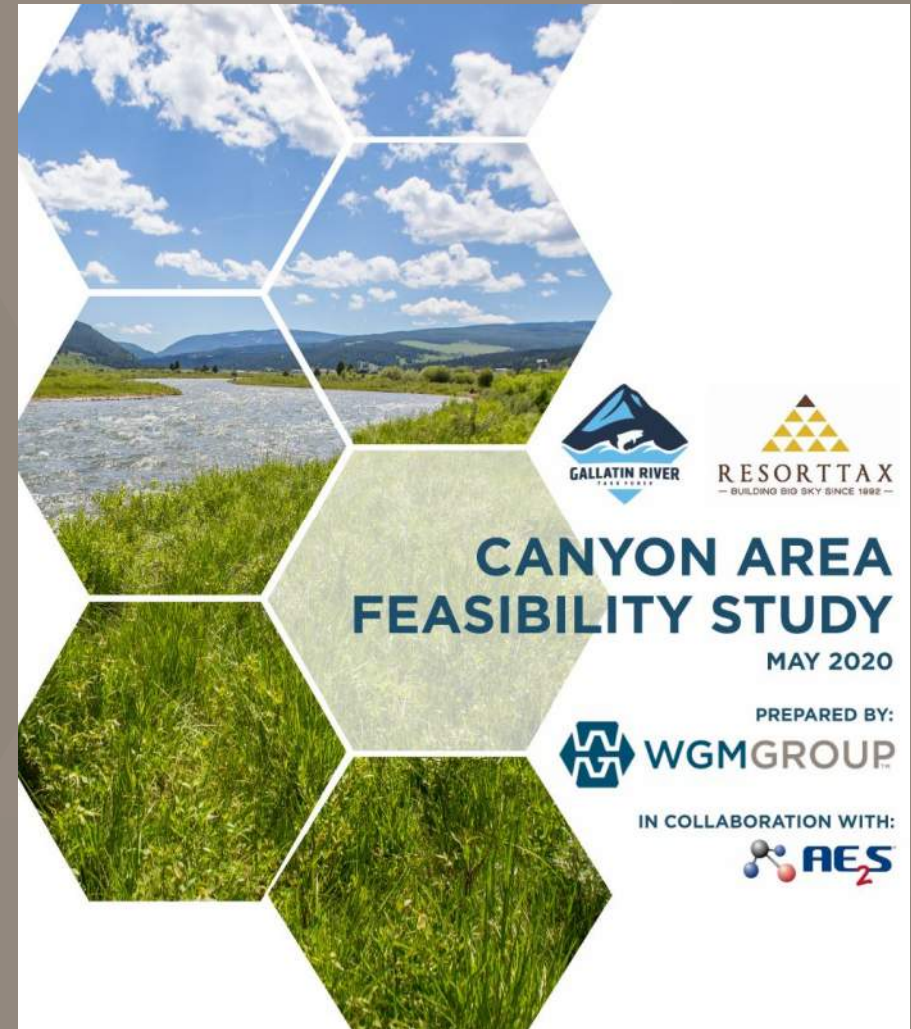
- Project History and Overview
- River Water Protection,
Drinking Water Protection
- Stakeholder Growth
- Funding



10/11/2024

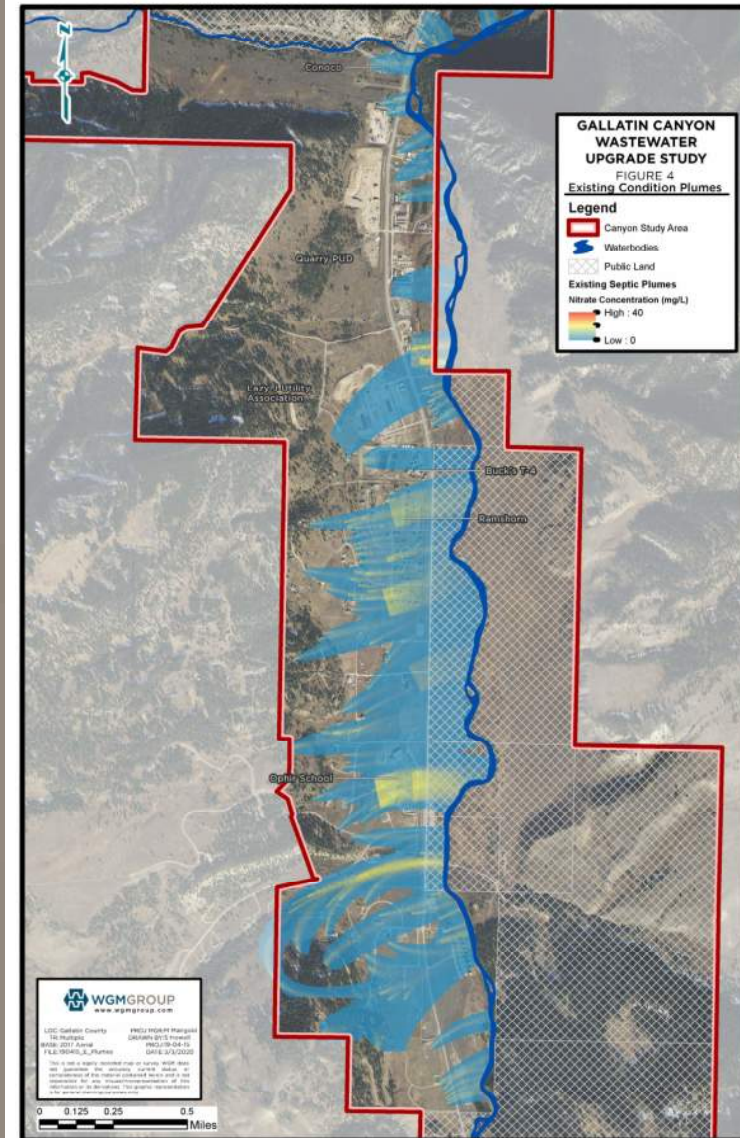
PROJECT HISTORY/TIMELINE

- June 2019 – BSRAD **Funding**
- May 2020 – Feasibility Study
- July 2020 - 1% for Infrastructure
- Dec. 2020 – District formed
- 2021 – PER & **Funding**
 - Sept. 2021 - \$2M ARPA Grant
 - Oct. 2021 - \$750K ARPA Grant
- 2022 to 2023
 - Collection Prioritization & **Funding**
- 2024 to 2027
 - Outreach, phasing plans, permitting, design and construction
 - **Funding – Resort Tax, Rate Payers, New Development**



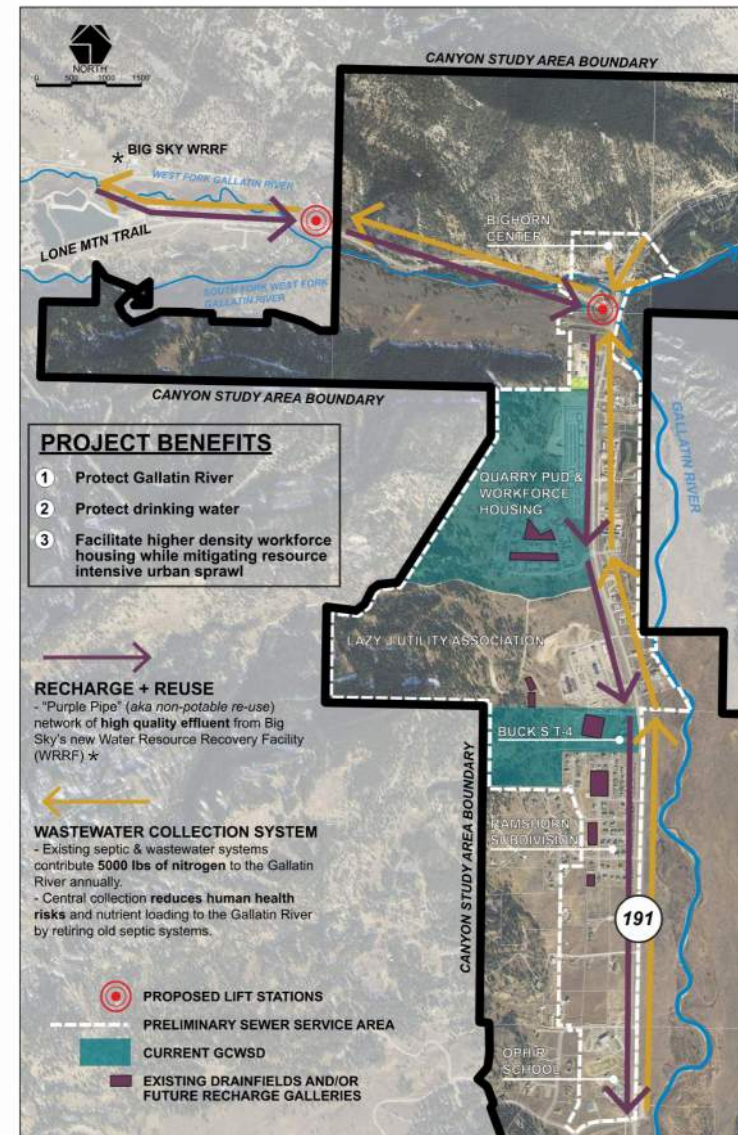
PROJECT NEED

- Drinking Water Source Protection
- Reduce existing nutrient load and improve Gallatin River Water Quality
- Improved long-term wastewater management to mitigate risk of future water quality impacts



PROJECT COMPONENTS

- Partnership
 - River Interests, Housing Interests, Community Interests
 - BSCWSD Treatment, GCCWSD Disposal
 - 34 Parcels + Lazy J Utility
- BSCWSD WRRF Upgrade
- Hwy 64 Conveyance
- Hwy 191 Collection
- Recharge & Re-use



ENHANCING ECONOMIC FEASIBILITY

Conceptual “Financing Stack”

Funding Source	Current	Future	Total
BSRAD 1% for Infrastructure	\$12M	\$8M	\$20M
GCCWSD User Rates (SRF Loan + Connection Fees)		\$20M	\$20M
County Based Funding*	\$0.95M	\$9.05M	\$10M
State/Federal Funding	\$2.875M	\$2.125M	\$5M
Total			\$55M

*General Obligation Bond, Special Assessment, TEDD/TIF



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 _____
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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 _____

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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)

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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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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

MASTER SERVICES AGREEMENT WORK ORDER #7

PROJECT TITLE: Canyon Sewer Engineering
CLIENT: Gallatin Canyon County Water & Sewer District
WGM GROUP PROJECT NUMBER: 220724.7

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 #7. 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 intended to gain consensus on final HWY 191 project definition and alignments and advance toward 60% design documents as Construction Manager – General Contractor (CMGC) project delivery is initiated.

WORK ORDER SCOPE OF SERVICES:

Phase 01: Project Management & QA/QC

WGM's project manager will manage the project team, allocating appropriate resources and keeping in regular contact with the client. The PM will proactively evaluate project progress, calculating earned value to ensure we're on track at each step in the process. The following tasks are included:

- Develop and communicate scope, schedule and budget
- Provide oversight, coordination, resource allocation, and task delegation for WGM internal team and Project Team subconsultants
- Correspond with Client and attend Project Team meetings
- Assist Client with stakeholder identification and project communication
- Complete earned value estimating and invoicing
- Provide QA/QC review of design and deliverables

Assumptions: Project communication will be provided directly to Client. WGM will assist Client to determine stakeholder communication plan, including engaging and selecting a 3rd party PR firm if desired.

Deliverables: Scope, fee estimate, monthly progress update correspondence to Client, meeting minutes, and presentation slides for team and Client meetings

Phase 02: HWY 191 Alternative Selection (Gravity vs. STEP vs. Lift Station)

WGM will coordinate, consult with, and advise District Board members in the selection of a final project alternative, alignment, intent and phasing. Alternative analysis is expected to center around

how they system will transition from Buck's T4 to and through Service Area 4. Several meetings are anticipated including special work sessions and public meetings. The following tasks are included:

- Schedule, conduct, and/or present at meetings with the District Board and/or design team (assumes 22 hours total for WGM staff)
- Generate maps and project visuals for presentation(s) and to aid in review and decision making.
 - Maps and visuals will be developed from current base drawings developed in previous Work Orders.

Deliverables: Maps and visuals, memo documenting Board-approved HWY 191 final alternative

Exclusions: Changes and additional details required beyond the base drawings are excluded but may be added through a contract amendment.

Phase 03: Collection & Conveyance Design Development

WGM and subconsultant AE2S will provide approximately 60% design for the collection system, electrical, instrumentation, controls, and reuse pipeline and components associated with lift station connection. For this scope, the final alternative is assumed to be a "hybrid mix" of Alternatives 1, 3, and 4, which would include utilizing Buck's T4's existing lift station or a new Canyon lift station and a common header force main that would collect from Buck's T4 to the south and a portion of Service Area 4 injection services. Services are divided into the following two tasks:

Task 03A: HWY 191 Collection System Design

WGM will design the gravity collection main, discharge transmission main (purple pipe), and connections to existing public collection and disposal systems to a 60% design level based on the final alternative selection from Phase 02. This design level is intended to finalize horizontal and vertical alignment of infrastructure to advise scoping of final design, details, constructability, conflicts, operations, and permitting of the approved alternative. The following items are included:

- Design collection system aimed at minimizing sewer depths and minimizing lengths of minimum slope pipe runs
- Conduct field reconnaissance/survey to acquire grade of proposed connections to existing public collection systems
- Coordinate with utility occupiers of Montana Department of Transportation (MDT) HWY 191 right-of-way (R/W) to attain records of utility types, size, locations, and status
- Identify utility locations and alignments that may create conflicts during construction and document utility relocation needs
- Engage Buck's T4 regarding potential use of their lift station to serve the new District system
- Acquire design plans for the Buck's T4 lift station, pump sizing, and hydraulic conditions and modified sewer system work under construction
- Identify work items not covered by the current edition of Montana Public Works Standard Specifications (MPWSS) and generate preliminary details for those items
- Determine preliminary design requirements for modifications to existing Buck's T4 lift station (assumes Buck's T4 acceptance for District system use and wet well dimensions can accommodate new District system grade requirements)
 - Limited to assessing horizontal and vertical conditions to allow connection and assessing volume capacity for serviced District area
- Generate preliminary technical specifications for work items not covered in MPWSS

- Draft work pay item summary with preliminary measurement and payment specifications for CMGC analysis
- Provide third-party peer review of plans and preliminary technical specifications
- Identify Hwy 191 property/owners requiring easements to accommodate the work (after Board approval of final alignment)
- Schedule and attend up to two (2) meetings with each property owner to determine owner acceptance/denial and obtain “good faith” agreements for easements
- Continue design coordination and communication with MDT on project design, MDT facility anticipated improvements, and occupancy allowances
- Submit initial utility occupancy permit application to initiate MDT review
 - Final MDT permitting will be included in future work orders

Task 03B: Re-Use Pipeline and EI&C Design

Subconsultant AE2S will provide 60% level design of the reuse pipeline as well as electrical, instrumentation, and control design for infrastructure components. The following items are included:

- Model reuse pipeline residual pressures along HWY 191 corridor
- Identify control requirements including electrical, instrumentation, and controls design for discharge distribution boxes
- Reuse pipeline design, including sizing, material selection, alignment
- Develop specifications and updated EOPCC
- Design electrical, instrumentation, and controls (EI&C) for new or modified systems required to connect the existing Buck’s T4 lift station into the overall Canyon District collection system

Assumptions: Canyon discharge areas will operate via gravity pressure derived from the Big Sky County Water & Sewer District WRRF discharge elevation and no booster pumping is required. If required, design of booster pumping can be provided through a contract amendment.

Deliverables: PDF drawings of collection and conveyance system plans, preliminary technical specifications, updated EOPCC

Exclusions: Approved permits; executed easement agreements; advancement of previous Alternative 2, which would require additional survey and permitting of wetlands and other waterbodies.

Phase 04: Discharge Infrastructure Design Development

This phase includes design development for the new discharge disposal systems, based on Project areas as identified and submitted through the preliminary MGWPCS discharge permit process. This design level is intended to finalize horizontal/vertical alignment as well as infrastructure type to advise scoping of final design, details, constructability, conflicts, operations, and permitting of the approved areas. For this scope, we assume disposal areas identified from the phase 01 discharge study are assumed to include new and existing land application areas in Quarry, Lazy J, and Buck’s T4, as well as new and existing subsurface disposal areas in Quarry and Lazy J. The following tasks are included:

- Design disposal systems aimed at minimizing infrastructure, based on field data collection and infiltration rates
- Conduct field reconnaissance/survey to acquire grade of proposed connections to existing disposal systems (irrigation and subsurface disposal)

- Coordinate with utility occupiers / private landowners of disposal areas to attain records of utility types, size, locations, and status
- Identify utility locations and alignments that may create conflicts during construction and document utility relocation needs
- Identify work items not covered by the current edition of Montana Public Works Standard Specifications (MPWSS) and generate preliminary details for those items
- Determine design requirements for modifications to the existing Lazy J drainfield, proposed Quarry drainfields, and existing irrigation infrastructure throughout these areas (assumes Quarry drainfields will be installed by the time the Canyon sewer project goes to construction)
 - Limited to assessing horizontal and vertical conditions to allow connection and assessing volume capacity for planned disposal
- Generate preliminary technical specifications for work items not covered in MPWSS
- Draft work pay item summary with preliminary measurement and payment specifications for CMGC analysis
- Provide third-party peer review of plans and preliminary technical specifications
- Obtain letters from property owners (upon Notice of Intent) and continue coordination to develop easement / lease agreement terms and conditions
- Schedule and attend up to two (2) meetings with each property owner to determine owner acceptance/denial to utilize their respective properties and draft terms and conditions for agreements
- Submit updated MGWPCS application to DEQ for continued review, if necessary

Assumptions: Design/retrofit to reutilize the existing Quarry and Lazy J drainfields as well as existing irrigation infrastructure will require minimal modifications. New land application design will include considerations for permanent irrigation infrastructure in current developed or planned developed common areas and green space. Otherwise, design will include considerations for more temporary spray application techniques.

Deliverables: PDF drawings of disposal system plans; preliminary technical specifications; updated EOPCC

Exclusions: Approved permits, executed easement agreements

ADDITIONAL SERVICES

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 an estimate of **\$403,000**. Fees are valid through August 2025 and may need to be adjusted if the project extends beyond this date.

SCHEDULE

WGM is prepared to begin work immediately upon contract execution. The above scope will be substantially complete by March 31, 2025. A deliverable schedule will be coordinated with the Client and subconsultant AE2S to support timely project advancement.



WGM Group, Inc. Acceptance of Work Order:

Mace Mangold, PE

Senior Project Engineer

(sign)

(date)

Client Authorization to Proceed with Work Order:

Scott Altman

GCCWSD President

(sign)

(date)

DRAFT



WGM Group, Inc.

Gallatin Canyon Wastewater Collection and Disposal

AE2S PROJECT NO.: P13277-2023-002

Attachment A-1: Scope Definition

This is Attachment A-1, referred to in and part of the Agreement Between Engineer and Subconsultant for Professional Services dated May 25, 2023 ("Agreement").

Project Overview

The following scope is for further engineering evaluation and analysis of treatment alternatives for the **Gallatin Canyon Wastewater Collection and Disposal** project.

Big Sky County Water and Sewer District (BSCWSD) is partnering with the Gallatin Canyon County Water and Sewer District (GCCWSD) to complete this project to centralize wastewater collection, treatment, and disposal for the Gallatin Canyon thereby helping the GCCWSD reduce its current environmental impacts and limit its longer-term impacts on the Gallatin River and local drinking water wells. Detailed in the 2021 WGM and AE2S Gallatin Canyon Sewer Preliminary Engineering Report (PER), this project includes a new sewer collection system for the Canyon Area.

The project includes the collection system with roughly five miles of sewer collection gravity main along Highway 191 and throughout the existing Canyon Area development corridor. Wastewater will be conveyed largely by gravity to a primary wastewater lift station near the intersection of Hwy 191 and Hwy 64 that will pump wastewater to the Big Sky WRRF in series with a secondary lift station needed as the total dynamic head (TDH) required to convey wastewater from the 64/191 intersection is greater than the capability of typical (easily obtained) low flow, raw wastewater pumps.

The lift stations and force main will bring Canyon Area wastewater to the Big Sky WRRF for treatment at the upgraded and expanded Membrane Bioreactor (MBR) facility that is nearing substantial completion of construction. A portion of high-quality effluent will be gravity fed in a reuse pipeline parallel to the Canyon Area raw wastewater force main along 64 and discharged via rapid infiltration basins, drain fields, or reused for irrigation in the Canyon Area. The project owned by BSCWSD includes the lift stations, force main, and reuse pipeline for conveyance of wastewater parallel to Hwy 64 to the Big Sky WRRF.

The project was determined feasible by BSRAD with the District's concurrence of feasibility if all the project is funded externally (i.e., the difference between the \$12M committed and \$25M project cost estimate for the BSCWSD owned infrastructure only are funded by BSRAD or other means outside of



District funding). BSRAD plans to eventually go back to voters within the BSRAD with a ballot describing updated project options and costs. In the meantime, design services in support of procurement of a Construction Manager / General Contractor (CMGC) for the project will be performed to maintain a project schedule targeting construction in 2026. It is recommended that the District consider forming a Joint Powers with GCCWSD for the procurement of the CMGC so that there is a single project Owner for construction.

The proposed 60% Engineering and CMGC procurement includes:

- Project management (scope, schedule, budget)
- QAQC of CMGC procurement documents
- QAQC of 60% design documents for the GCCWSD owned infrastructure
- 60% electrical, instrumentation, and controls design for GCCWSD owned infrastructure
- 60% reuse pipeline design
- 60% electrical and I&C design for reuse disposal valve vaults
- Develop Joint Powers between GCCWSD and BSCWSD for a single project Owner for CMGC and construction purposes.
- Board, joint committee, and other project meetings

Assumptions

- Federal, state, county, and environmental permitting (by Others).
- ROW, easements, and land acquisition evaluation (by Others).
- Site survey, wetland delineation, and geotechnical exploration work of the Canyon Area gravity collection system, force main, submersible lift stations and reuse pipeline (by Others).
- Big Horn lift station by others, with the exception of EI&C.

Scope Summary

Phase 01 - Project Management	
<i>Subtasks</i>	<p>1.1 Development of the scope, schedule, and budget:</p> <ul style="list-style-type: none"> • Define project objectives and steps to achieve objectives with the Engineer. • Identify milestones and critical deadlines of the project that meet the Engineer’s expectations. • Develop the budget based on the previously defined objectives and identified milestones and refine according to consultations with the Engineer. <p>1.2 Project management</p> <ul style="list-style-type: none"> • Manage internal schedule and workload • Project planning and development of scope, schedule, and budget • Assist Engineer with preparation and submittal of contract documents to satisfy any funding conditions <p>1.3 Project Coordination</p> <ul style="list-style-type: none"> • Facilitate meetings with Engineer



	<ul style="list-style-type: none"> • Update Project Team and Engineer on project status and communicate recommendations • Refine decisions with Engineer integral to the design process • Prepare and submit monthly invoices for progress payments
<i>Deliverables</i>	<ul style="list-style-type: none"> • Client meeting agendas, minutes, and presentation slides <ul style="list-style-type: none"> ○ Three (3) meetings total • Monthly progress updates
<i>Total (Proposed Hours/Total Fee)</i>	<ul style="list-style-type: none"> • 106 • \$25,820

Phase 04 – 60% Engineering and CMGC Procurement: The 60% Design and CMGC Procurement provides specific, detailed design documents (plans and specifications) and builds upon previous work.

<i>Subtasks</i>	<p>4.1 QAQC of CMGC Procurement Documents</p> <ul style="list-style-type: none"> • Review, provide comments, and suggested edits on CMGC procurement documents • Assist WGM in review of CMGC proposals • Assist WGM in recommendation for selection of CMGC to GCCWSD <p>4.2 QAQC of WGM 60% Design</p> <ul style="list-style-type: none"> • Internal 60% Design QA/QC Review • Assist Project Team with design QA/QC as necessary <p>4.3 60% Electrical, Instrumentation, and Controls Design of GCCWSD owned infrastructure</p> <ul style="list-style-type: none"> • 60% electrical, instrumentation, and controls design of wastewater collection system • 60% EOPCC • 60% plans and specifications <p>4.4 60% Design of Reuse Pipeline</p> <ul style="list-style-type: none"> • Identify key design restraints • Pipeline sizing and material selection • Preliminary force main and reuse pipeline alignment • Coordination between BSCWSD Project and WGM to ensure effective design synchronicity • 60% EOPCC • 60% plans and specifications <p>4.5 60% Electrical and I&C Design of one (1) reuse disposal valve vault</p> <ul style="list-style-type: none"> • Develop EI&C design details to support layout and cost estimate <p>4.6 Develop Joint Powers between GCCWSD and BSCWSD for a single project Owner for CMGC and construction purposes</p> <ul style="list-style-type: none"> • Develop Joint Powers documents <p>4.7 Owner Review</p> <ul style="list-style-type: none"> • Presentation of 60% Design deliverables to Owner
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	<ul style="list-style-type: none"> Incorporate Owner feedback into future design milestones
<i>Deliverables</i>	<ul style="list-style-type: none"> 60% EOPCCs 60% plans and specifications Workshop and Presentation to District
<i>Total Proposed Hours and Fees</i>	<ul style="list-style-type: none"> 592 \$119,400

Phase 040 Schedule:

- October 2024 – March 2025 (Six Months)**

**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.

CONTRACT AND INVOICE SUMMARY

Project No.	Description	Budget	10/17/24 Invoice Packet	Billed to Date	Total	Budget Remaining
CANYON DISTRICT ADMINISTRATION						
200323.6 (WO#6A)	FY25 Grant Administration	\$40,000.00	\$3,360.90	\$5,374.60	\$8,735.50	\$31,264.50
200323.7 (WO#7A)	FY25 District Admin & Outreach	\$70,000.00	\$13,309.30	\$17,964.40	\$31,273.70	\$38,726.30
	Knaub & Company Accounting	\$5,000.00	\$110.88	\$689.92	\$800.80	\$4,199.20
	Tara DePuy Legal Counsel	\$20,000.00	\$600.00	\$700.00	\$1,300.00	\$18,700.00
	Dorsey & Whitney Bond Counsel	\$0.00	\$11,986.50	\$0.00	\$11,986.50	-\$11,986.50
	Miscellaneous Dues, Insurance, Etc.	\$0.00	\$0.00	\$350.00	\$350.00	-\$350.00
	Subtotal	\$135,000.00	\$29,367.58	\$25,078.92	\$54,446.50	\$80,553.50
CANYON SEWER ENGINEERING						
220724.2 (WO#2)	30% Sewer Engineering	\$357,880.00	\$0.00	\$383,765.65	\$383,765.65	-\$25,885.65
220724.4 (WO#4)	BSRAD Feasibility (remaining items)	\$149,000.00	\$3,503.70	\$184,774.30	\$188,278.00	-\$39,278.00
220724.5 (WO#5)	Discharge Permitting (first half 2024)	\$288,000.00	\$33,407.80	\$141,467.91	\$174,875.71	\$113,124.29
220724.6 (WO#6)	Sewer Funding Package	\$60,000.00	\$0.00	\$59,768.38	\$59,768.38	\$231.62
	Subtotal	\$854,880.00	\$36,911.50	\$769,776.24	\$806,687.74	\$48,192.26
BSCWSD - HIGHWAY 64 INFRASTRUCTURE ENGINEERING						
	AE2S 30% Engineering	\$300,000.00	\$0.00	\$318,689.53	\$318,689.53	-\$18,689.53
	AE2S BSRAD Feasibility (remaining Items)	\$100,000.00	\$0.00	\$106,842.46	\$106,842.46	-\$6,842.46
	Subtotal	\$400,000.00	\$0.00	\$425,531.99	\$425,531.99	-\$25,531.99
CANYON WATER SYSTEM PER						
	220806.1 Canyon Water System PER	\$80,000.00	\$0.00	\$59,430.38	\$59,430.38	\$20,569.62
	Subtotal	\$80,000.00	\$0.00	\$59,430.38	\$59,430.38	\$20,569.62



GRANT TRACKING DASHBOARD - FY25

Current Invoice Total: \$ 66,279.08

Date Revised: 10/10/2024

ARPA - PHASE 1.1			BSRAD - PHASE 1.1		CASH ON HAND
State ARPA <small>Costs between 3/3/23 & 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:	\$ 1,062,090.62	\$ 177,480.00	\$ 207,520.00	\$ 158,168.15	\$ 12,000,000.00	\$ 63,331.15
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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
10/8/2024	WGM	73404	\$ 3,360.90	200323.6	grant admin						\$ 3,360.90	
10/1/2024	Knaub & Co	100124-27	\$ 110.88	NA	accounting						\$ 110.88	
10/1/2024	Tara Depuy	10/1/2024	\$ 600.00	NA	legal svcs	Project = \$300					\$ 600.00	
10/8/2024	WGM	73405	\$ 13,309.30	200323.7	District admin		\$ 2,309.40				\$ 10,999.90	
10/8/2024	WGM	12/22/2100	\$ 33,407.80	220724.5	WO#5		\$ 33,407.80					
10/2/2024	WGM	73377	\$ 3,503.70	220724.4	WO#4		\$ 3,503.70					
10/9/2024	Dorsey & Whitney	4016547	\$ 544.50	NA	legal svcs	all project	\$ 544.50					
9/11/2024	Dorsey & Whitney	4007271	\$ 2,770.50	NA	legal svcs	all project	\$ 2,770.50					
6/30/2024	Dorsey & Whitney	3989782	\$ 5,815.50	NA	legal svcs	all project	\$ 5,815.50					
6/17/2024	Dorsey & Whitney	3983536	\$ 2,856.00	NA	legal svcs	all project	\$ 2,856.00					
8/27/2024	AE25/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	AE25/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 SPENT:								\$ 937,909.38	\$ 365,000.00	\$ -	\$ 41,831.85	\$ -