

**Big Sky EDA/EDC  
Executive Committee Agenda  
September 7, 2022  
7:00 AM to 9:00 AM  
Zoot Training and Conference Space (2<sup>nd</sup> Floor BSED Building)**

**BIG SKY ED Mission Statement:** - Focused on sustaining and growing our region's vibrant economy and outstanding quality of life, **Big Sky Economic Development** provides leadership and resources for business creation, expansion, retention, new business recruitment and community development.

**Committee Members** EDC –Ann Kosempa, Kim Jakub, Andy Gott, Nick Pancheau, Jen Kobza  
EDA –Ken Lutton, Judi Powers, Riley Bennett, Paul Neutgens, Debbie Desjarlais

**7:00 A.M.— Call to Order** – Ken Lutton, EDA Chair

**Public Comments/Board Member and Staff Announcements**

**Agenda Changes**

**REGULAR AGENDA**

**A. Approval of EDA/EDC Minutes**

- August 3, 2022 Ex. Committee Meeting (Attachment A) (Action)
- August 18, 2022 Electronic Board Meeting (Attachment B) (Action)

**B. Approval of EDA/EDC Financials—Steve**

- July 2022 EDA and EDC Financials (Pending)
- Transition Plan for Controller Position (Info)

**C. Executive Director Report--Steve**

- Staffing/Reorganization Update (Info)
- Beartooth RC&D MOU (Attachment C) (Action)
- EDC Board Election Results (Attachment D)

**D. Program Action Items/Reports**

1. Annual Meeting/Grand Opening—Marcell (Info)
2. Operations—Becky/Steve
  - Rock31/BSED Building Project Update (Info)
3. Rock31 Update—Kevin/Ryan (Info)
4. Member Investor Program Update—Patrick (Info)

**Consideration of Executive Session** (as needed)

**Public Comment**

**Adjourn**

**Next Executive Committee Meeting – October 5 (7:00 A.M. to 9:00 A.M.) Location-Zoot Training and Conference Space, BSED Building). *Big Sky Economic Development Board of Directors will make reasonable accommodations for known disabilities that may interfere with an individual's ability to participate. Persons requiring such accommodations should make their requests to Big Sky Economic Development as soon as possible before the meeting day. Please call Big Sky Economic Development at 256-6871.***



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# ATTACHMENT A

**Big Sky EDA/EDC Joint Executive Committee Meeting  
Minutes**

**August 3, 2022 – 7:00 A.M. to 9:00 A.M.**  
**Double Tree Hotel – Skyview Conference Room**

**BIG SKY ED Mission Statement:** - Focused on sustaining and growing our region’s vibrant economy and outstanding quality of life, **Big Sky Economic Development** provides leadership and resources for business creation, expansion, retention, new business recruitment and community development.

**Committee Members Present:**       EDA – Debbie Desjarlais, Ken Lutton, Paul Neutgens, Riley Bennett  
   EDC – Andy Gott, Ann Kosempa, Nick Pancheau, Jen Kobza,

**Committee Members Absent:**       EDA – Judi Powers  
   EDC – Kim Jakub

**Staff and Others Present:**            Becky Rogers, Brandon Berger, Dianne Lehm, Kevin Scharfe, Lorene Hintz, Marcell  
   Bruski, Patrick Klugman, Shanna Zier, Steve Arveschoug, Tyler Price, Aikita Marcouiler,  
   Anna Maria Lucas, Brent Donnelly

**Call to Order:**

Ann Kosempa, EDC Chair, called the meeting to order at 7:00 A.M.

**Agenda Changes for Today’s Meeting:**

None

**Public Comment/Introductions**

None

**Regular Agenda:**

**Approval of EDA/EDC Minutes**

Approval of June 3<sup>rd</sup> Executive Committee Meeting Minutes

Motion: Ken Lutton to approve the June 3<sup>rd</sup> Executive Committee Meeting Minutes, as presented to the Executive Committee.

Second: Paul Neutgens

Discussion: None

Motion: Carried

Approval of July 6<sup>th</sup> Executive Committee Meeting Minutes

Motion: Jen Kobza to approve the July 6<sup>th</sup> Executive Committee Meeting Minutes, as presented to the Executive Committee.

Second: Debbie Desjarlais

Discussion: None

Motion: Carried

**Approval of EDA/EDC Financials**

May 2022 EDA and EDC Financials -Tyler

Tyler presented the May 2022 EDA and EDC Financials to the Committee. On the EDA Balance Sheet, current assets increased slightly at the end of May. The receivable consists of U.S. EDA, VBOC, PTAC and SBDC. Due To/Due from EDC totaled approximately \$59,400 at the end of May and consists of the May amount due from EDC. Tax levy receivable decreased from \$521,000 in April to \$59,600 in May. Fixed assets continue to increase with the building project at the end of May.

On the Statement of Revenue and Expenses, revenue is slightly under budget through May. Most expenses remain under

budget through May, including salaries and wages and travel/training.

On the EDC Balance Sheet, current assets increased slightly at the end of May. Accounts Receivable increased from April. The RLF portfolio totaled \$305,000, the SSBCI portfolio totaled \$841,000, and the Stabilization Loan portfolio totaled \$56,000 and the Federal RLF Portfolio totaled \$198,000 at the end of May.

On the EDC Statement of Revenue and Expenses, the 504-loan servicing revenue is slightly under budget. Loan origination revenue remains below budget, and Member Investor revenues remain slightly under budget due to timing. Most expenses remain under budget. Professional fees are under budget due to the timing of budgeted expenses. Travel/training expense are under budget. Sponsorship expense and event expense are slightly over budget based on timing of budgeted expenses.

Motion: Nick Pancheau to approve the May 2022 EDA and EDC Financials, as presented to the Executive Committee.

Second: Jen Kobza

Discussion: None

Motion: Carried

#### June 2022 EDA and EDC Financials -Tyler

Tyler presented the June 2022 EDA and EDC Financials to the Committee. The financials are in a draft stage as we still need to make a few entries to close the year.

On the EDA Balance Sheet, current assets slightly decreased slightly at the end of June. This decrease is largely attributable to reconciling the current and non-current portions of the Opportunity Fund CDs at the end of the fiscal year. The receivable consists of U.S. EDA, VBOC, PTAC and SBDC and Brownfields. Due To/Due from EDC totaled approximately \$59,200 at the end of June and consists of the June amount due from EDC. Tax levy receivable decreased from \$59,600 in May to \$19,300 in June. Fixed assets continue to increase with the building project and totaled \$5,700,000 at the end of June.

On the Statement of Revenue and Expenses, revenue is slightly under budget through June. Most expenses remain under budget through June, including salaries and wages and travel/training. Marketing expenses finished the year over budget due to website updates. Professional fees totaled \$197,000 and are over budget by about \$65,000, largely based on expenses related to Brownfields. Brownfields expenses totaled about \$114,000.

Current assets totaled approximately \$2,219,000 at the end of June Accounts Receivable decreased from \$438,000 to \$131,000. The RLF portfolio totaled \$302,000, the SSBCI portfolio totaled \$839,000, and the Stabilization Loan portfolio totaled \$52,000 and the Federal RLF Portfolio totaled \$232,000 at the end of June.

On the EDC Statement of Revenue and Expenses, the 504-loan servicing revenue is slightly under budget. Loan origination revenue remains below budget, and Member Investor revenues remain slightly under budget due to timing. Most expenses remain under budget. Professional fees are under budget due to the timing of budgeted expenses. Travel/training expense are under budget. Sponsorship expense and event expense are slightly over budget based on timing of budgeted expenses.

Motion: Ken Lutton to approve the June 2022 EDA and EDC Financials, as presented to the Executive Committee.

Second: Jen Kobza

Discussion: None

Motion: Carried

#### MT SSBCI Application - Brandon

Brandon gave a brief update on the new Montana SSBCI 2.0 Program. There is a \$61 million available for this program to use in the state of Montana. Brandon doesn't have any details about how the funds from the new SSBCI will be dispersed. He will update the Committee soon as he has more information from the state. Brandon shared the current requirements for SSBCI program. Brandon answered the Board Members questions.

Motion: Ken Lutton to approve the SSBCI Application, as presented to the Executive Committee.

Second: Paul Neutgens

Discussion: None

Motion: Carried

## **Hot Topics—Executive Director Dialogue**

### Staffing Opportunities and Challenges

Steve shared with the Committee staffing challenges and opportunities. One of the biggest challenges is retaining the team. Steve has been working closely with the Leadership Team on structure scenarios and would like to pull a couple of members of the Executive Committee together to discuss restructure opportunities. A discussion was held among the Committee.

### Board Member Engagement (attendance and participation)

Steve talked with the Committee regarding Board Member communications, building Board Member relations, and attendance. The Committee had an open dialogue and went over the three topics with suggestions. Steve announced that Brad Hamilton is no longer on the EDC Board and that the seat is open. Steve shared with the Committee that he might have a possible candidate for the EDC Board open seat.

### Strengthening BSED Awareness--BSED Impact Tour '22 (October 27<sup>th</sup>-tentative)

Steve shared the objectives for BSED Impact Tour '22 with the Committee. The Committee members had good suggestions on who to engage with. Steve shared the logistic limitations and budget limits with the Committee. The tentative date was set for October 27<sup>th</sup>.

### Other "Hot Topics"

None

### **Special Guests**

Steve introduced the SBA Region VIII Administrator, Alkita Marcoulier, the Senior Advisor SBA Office of Field Operations, Anna Maria Lucas, and the District Director, Mt, Brent Donnelly to the Committee. The SBA and BSED Team dialogue continued around the table.

### **Consideration of Executive Session**

None

### **Public Comment:**

None

### **Adjourn:**

Ann Kosempa adjourned the meeting at 9:01am.

Next Meeting – September 7, 2022



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# ATTACHMENT B



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**EDC Board – Electronic Vote Meeting  
Wednesday, August 18<sup>th</sup>, 2022  
Nominating Committee Recommendations - EDC Board Positions  
SBA 504 Loan EDC Action Items from the July 14<sup>th</sup> Board Meeting**

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**Request:** As noticed to the Board, an electronic meeting was held on Wednesday, August 18th to consider the following: The Nominating Committee Recommendations - EDC Board Positions and the approval of four SBA 504 Loans EDC as listed below.

1. Vote to approve the Nominating Committee recommendations for EDC Board positions as presented in attached document.

**Electronic Vote Results:**

EDC Votes in Favor	EDC Votes Against
Andy Gott Ann Kosempa Craig Bartholomew D.J. Clark Dave Ballard Jen Kobza Jennifer Kondracki Justin Martin Kim Jakub Michael Marsh Mike Nelson Mike Phillips Nicole Bengé Nick Pancheau	None

**Abstentions:** none



POWERED BY



## Nominating Committee Recommendations - EDC Board Positions

The Nominating Committee met August 10<sup>th</sup> and considered all the EDC Board positions up for re-election. The Committee voted and offers the following recommendation to the EDC Board of Directors, and asks the Board to authorize the annual election process be held by our EDC Member Investors concerning this proposed slate of EDC Board candidates:

**Kim Jakub**—completing a partial term, eligible to serve a full 5-year term—confirmed will serve again

**Andy Gott**—completing first term, eligible to serve a second term (3 years)—confirmed will serve again

**Nick Pancheau**—completing a partial term, eligible to serve a full 5-year term—confirmed will serve again

**Bob Wilmouth**—completing first term, eligible to serve a second term (3 years)—confirmed will serve again

**Tyler Wiltgen**—filling the vacant EDC Board position; Tyler Wiltgen is the Executive Director, St Vs Foundation, and comes highly recommended by Jen Alderfer, St Vincent/IMH Montana/Wyoming, CEO (see Tyler’s bio below)



### [Tyler Wiltgen, Executive Director](#)

Tyler Wiltgen started his role as Executive Director of the St. Vincent Healthcare Foundation in July 2021 and serves as a member of the St. Vincent Healthcare Senior Leadership Team. Before joining the St. Vincent Healthcare Foundation, Tyler served as Vice President of Advancement for Rocky Mountain College. His prior experience includes development positions in the College of Agriculture, Athletics and Gift Planning at the Montana State University Alumni Foundation in Bozeman. Tyler was also the radio voice of Montana State University Bobcat Football and Men’s Basketball. A native of Wilsall, Montana, Tyler graduated from Montana State University-Bozeman, where he received both his undergraduate and master’s degrees. He and his wife, Malaree, live in Billings with their three children.



2. Vote to approve the SBA 504 Loan Request for Wallis Corporation dba Glacier Precast Concrete in the amount of \$1,172,000. The partner lender is Valley Bank of Kalispell.

**Electronic Vote Results:**

EDC Votes in Favor	EDC Votes Against
Andy Gott Ann Kosempa Craig Bartholomew D.J. Clark Dave Ballard Jen Kobza Jennifer Kondracki Justin Martin Kim Jakub Michael Marsh Mike Nelson Mike Phillips Nicole Bengé Nick Pancheau	None

**Abstentions:** none

3. Vote to approve the SBA 504 Loan Request for Caslen Living Centers, Inc. / SHLW Investments LLC in the amount of \$950,000. The partner lender is Stockman Bank of Montana in the amount of \$950,000. The partner lender is Stockman Bank of Montana.

**Electronic Vote Results:**

EDC Votes in Favor	EDC Votes Against
Andy Gott Ann Kosempa Craig Bartholomew D.J. Clark Dave Ballard Jen Kobza Jennifer Kondracki Justin Martin Kim Jakub Michael Marsh Mike Nelson Mike Phillips Nicole Bengé Nick Pancheau	None

**Abstentions:** Spencer Frederick

4. Vote to approve the SBA 504 Loan Request for Caslen Living Centers, Inc. / NHLT Investments LLC in the amount of \$816,000. The partner lender is Stockman Bank of Montana.

**Electronic Vote Results:**

EDC Votes in Favor	EDC Votes Against
Andy Gott Ann Kosempa Craig Bartholomew D.J. Clark Dave Ballard Jen Kobza Jennifer Kondracki Justin Martin Kim Jakub Michael Marsh Mike Nelson Mike Phillips Nicole Bengé Nick Pancheau	None

**Abstentions:** Spencer Frederick

5. Vote to approve the SBA 504 Loan Request for Caslen Living Centers, Inc. / NHA Investments LLC in the amount of \$961,000. The partner lender is Stockman Bank of Montana.

**Electronic Vote Results:**

EDC Votes in Favor	EDC Votes Against
Andy Gott Ann Kosempa Craig Bartholomew D.J. Clark Dave Ballard Jen Kobza Jennifer Kondracki Justin Martin Kim Jakub Michael Marsh Mike Nelson Mike Phillips Nicole Bengé Nick Pancheau	None

**Abstentions:** Spencer Frederick



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# ATTACHMENT C

**MEMORANDUM OF UNDERSTANDING**

**between**

**Yellowstone County Commissioners, Big Sky Economic Development Authority,  
City of Billings, City of Laurel,**

**and**

**Beartooth Resource Conservation & Development Area, Inc.**

**THIS MEMORANDUM OF UNDERSTANDING** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between **Beartooth Resource Conservation & Development Area, Inc.**, whose principal business address is P.O. Box 180, Joliet, Montana 59041, hereinafter referred to as “Beartooth RC&D” and **Yellowstone County Commissioners (in cooperation with the City of Billings, City of Laurel, and Big Sky EDA)**, and hereinafter referred to as “**the Entity.**”

**WHEREAS**, The Beartooth RC&D has been formally recognized by the U.S. Department of Commerce, Economic Development Administration (EDA) as a designated Economic Development District (EDD), and as a District, the Beartooth RC&D has been awarded funding to carry out its Comprehensive Economic Development Strategy (CEDS). This funding will provide a staff person, administrative support, and operating costs. This is a continual grant, renewable based on successful program operation and availability of federal funds. Local match is required.

**WHEREAS**, Each entity participating in the District will designate a representative and an alternate to the regional Beartooth RC&D Board. This individual will convey the needs and economic development goals of the community to the Beartooth RC&D board meetings. Regular board meetings will be held every two months to assess project status and evaluate regional economic development needs.

**NOW THEREFORE IT IS UNDERSTOOD AS FOLLOWS:**

**ARTICLE 1: SCOPE OF WORK:**

Beartooth RC&D employs an Economic Development Director to assist in the completion of the Comprehensive Economic Development Strategy for the five-county region. The Director’s time will be allocated consistent with the goals in the CEDS by the Beartooth RC&D board of directors. The board is composed of one representative and an alternate from business partners, county and local elected officials, and local economic development partners from our five-county region. Input from this board is essential for meeting the needs of the communities in our region.

Priority will be assigned projects of regional scope or projects with strong local leadership. Grant funding for this position is from EDA; therefore, emphasis will be on regional economic development planning and projects which have a correlation to job creation, economic diversification, and increased tax base. Matching funds are from participating entities, and emphasis will be placed on their specified projects.

## **Annual Evaluation:**

The performance of the Economic Development District will be evaluated annually by local entities participating on the regional Beartooth RC&D Board. Progress and/or accomplishments on each program/project will be reported and evaluated to ensure resources are being utilized in the most effective and efficient manner possible. Annual Comprehensive Economic Development Strategy updates and an annual plan of work will be developed with input from the Beartooth RC&D staff and board. Annual reports on projects and economic development activities will be provided to the board and participating entities along with the renewal of the Memorandum of Understanding.

## **ARTICLE 2: PERIOD OF PERFORMANCE**

The term of this Memorandum of Understanding shall be from the date it is signed through **June 30, 2023**, unless extended by mutual agreement by both parties. Such extension must be in writing, signed by authorized representatives of both parties, and made a part of the original Memorandum of Understanding by modification reference. This Memorandum of Understanding supersedes the prior Memorandum for participation in the Economic Development District.

## **ARTICLE 3: PAYMENT**

The Entity's annual contribution will be **\$4,500.00** as a "Membership" fee plus a per capita assessment of **.19** cents per person. These funds will provide the necessary match to obtain the \$70,000.00 in federal funds. Entities who do not participate financially in the match requirement will not receive services from the Economic Development Director. The calculated fee for **Yellowstone County** is **\$35,798.98**. This figure is a total of the **\$4,500.00** county fee plus **\$31,298.89** per capita formula using a population of **161,300 x (.19)** as per the 2020 Census data. Yellowstone County's full payment will be separated into a four-way payment system. Each entity within the county will pay a percentage (%) similar to the previous year. Big Sky EDA- 34% or **\$12,171.62**, City of Billings- 36% or **\$12,887.60**, City of Laurel- 6% or **\$2,147.93** and Yellowstone County- 24% or **\$8,591.73**.

Annually, the Beartooth RC&D/EDD staff will provide a comprehensive report of the past year's activity. A new Memorandum of Understanding will be prepared and a request for the following year's match submitted. Entities will be billed for match funds after January 1, 2022, for the current year's assessment.

Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment, and incidentals necessary to complete the work.

## **ARTICLE 4: EXAMINATION OF BEARTOOTH RC&D RECORDS**

The County or its representatives shall have the right to examine any books, records, or other documents of the Beartooth RC&D directly relating to costs when such costs are the basis of compensation hereunder.

## **ARTICLE 5: OWNERSHIP AND USE OF DOCUMENTS**

Reproducible copies of all documents and other materials produced by the Beartooth RC&D in connection with the services rendered under this memorandum of understanding shall be provided to the County for the County's use whether the project for which they are made is executed or not. Beartooth RC&D shall be permitted to retain originals, including reproducible originals, of drawings and specifications for information, reference and use in connection with Beartooth RC&D's endeavors.

## **ARTICLE 6: WARRANTY**

Beartooth RC&D warrants that all services performed herein shall be performed using that degree of skill and care ordinarily exercised in and consistent with generally accepted practices for the nature of the services and shall conform to all requirements of this Memorandum of Understanding.

## **ARTICLE 7: SAFETY**

Beartooth RC&D agrees to fully comply with the Occupational Safety and Health Act of 1970, all regulations issued thereunder, and all state laws and regulations enacted and adopted pursuant thereto. The Beartooth RC&D shall take all necessary precautions in performing the services hereunder to prevent injury to persons or damage to property.

## **ARTICLE 8: CONFIDENTIALITY AND CONFLICTS OF INTEREST**

Beartooth RC&D agrees to hold in strict confidence any proprietary or other data, findings, results, or recommendations deemed to be confidential by the County and obtained or developed by Beartooth RC&D in connection with the work under this memorandum of understanding. Beartooth RC&D warrants and agrees they do not and will not have any conflicts of interest regarding the performance of services hereunder.

## **ARTICLE 9: APPLICABLE LAW**

This Memorandum of Understanding shall be governed in all respects by the laws of the State of Montana. No changes, amendments or modifications of any of the terms and conditions hereof shall be valid unless agreed to in writing. Venue of any proceeding arising hereunder shall be the Twenty-second Judicial District.

## **ARTICLE 10: COMPLIANCE WITH LAWS**

Beartooth RC&D shall in performing the services contemplated by this Memorandum of Understanding, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Memorandum of Understanding.

## **ARTICLE 11: CHANGES**

The parties, by mutual agreement, may at any time during the term of this Memorandum of Understanding and without invalidating the Memorandum of Understanding, make changes within the general scope of the Memorandum of Understanding. The Beartooth RC&D agrees to perform such changed services.

## **ARTICLE 12: TERMINATION**

This Memorandum of Understanding may be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this Memorandum of Understanding through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the terminating party prior to termination.

Upon such termination the County shall pay the Beartooth RC&D amounts due and unpaid for services rendered as of the effective date of termination, and the Beartooth RC&D shall provide to the County all materials, surveys, reports, data, and other information performed or prepared as of such date.

## **ARTICLE 13: INDEMNIFICATION**

Beartooth RC&D agrees to and does hereby indemnify and save the County, its officers, officials and employees, harmless against and from:

1. Any and all claims and liabilities, including but not limited to costs, expenses, and attorney fees arising from injury to, or death of, persons (including claims and liabilities for care or loss of services in connection with any bodily injury or death) and including injuries, sickness, disease, or death to Beartooth RC&D employees occasioned by a negligent act, omission, or failure of the Beartooth RC&D;
2. Any and all claims and liabilities, including costs and expenses, for loss or destruction of or damage to any property belonging to the Beartooth RC&D or the County caused by a negligent act, omission, or failure of the Beartooth RC&D; and
3. Any fines, penalties, or other amounts assessed against the County by reason of the Beartooth RC&D's failure to comply with all health, safety, and environmental laws and regulations applicable to the services, resulting directly or indirectly from, or occurring in the course of, the Beartooth RC&D's performance of the services. However, this indemnity shall not extend to claims and liabilities for (i) injury or death to persons or (ii) loss of or damage to property to the extent that these claims and liabilities result directly from the County's negligence or willful misconduct.

## **ARTICLE 14: INSURANCE**

Beartooth RC&D shall maintain and demonstrate the following types of insurance:

1. Beartooth RC&D agrees that its employees and particularly the employees designated to work on this memorandum of understanding are covered by applicable Worker's Compensation provisions. The Beartooth RC&D further agrees that if the County should legally incur any costs whatsoever under the Worker's Compensation laws by reason of the Beartooth RC&D employees' injury or death while engaged in the contract work, the Beartooth RC&D will indemnify and hold harmless the County for such costs which the County may be legally be required to pay to employees of the Beartooth RC&D.

2. Comprehensive general liability insurance for bodily injury, death, or loss of or damage to property of third persons or other liability due to the negligent acts of the Beartooth RC&D in the minimum amounts of \$500,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$500,000 per occurrence/aggregate for property damage. Proof of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.

3. Professional liability errors and omissions insurance in a minimum amount of \$100,000.00.

## **ARTICLE 15: NONDISCRIMINATION**

Beartooth RC&D will not discriminate against any employee or applicant for employment relating to this project on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap or national origin. All hiring associated with any project shall be on the basis of merit and qualifications related to the requirements of the particular position being filled.

## **ARTICLE 16: INDEPENDENT CONTRACTOR**

Beartooth RC&D and the County agree that the Beartooth RC&D is an independent contractor with respect to the services provided pursuant to this Memorandum of Understanding. Nothing in this Memorandum of Understanding shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Beartooth RC&D nor any employee of the Beartooth RC&D shall be entitled to any benefits accorded County employees by virtue of the services provided under this Memorandum of Understanding. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state Worker's Compensation program, nor shall the County be deemed in any way to assume the duties of an employer with respect to the Beartooth RC&D or any employee of the Beartooth RC&D.

## **ARTICLE 17: ASSIGNMENT**

Beartooth RC&D shall not sublet or assign any of the services covered by this Memorandum of Understanding without the express written consent of the County.



**ARTICLE 18: NON-WAIVER**

Waiver by the County of any provision of this memorandum of understanding or any time limitation provided for in this memorandum of understanding shall not constitute a waiver of any other provision.

**ARTICLE 19: NOTICES**

Any Notice to be served hereunder may be served upon the parties personally or served by certified mail, return receipt. Notice served by mail shall be deemed complete upon deposit of said notice in any United States Post Office, postage prepaid, directed to the party to be served, at the following addresses:

COUNTY: **Big Sky EDA**  
**222 N 32<sup>nd</sup> St. Ste 200**  
**Billings, MT 59101**

RC&D: **Beartooth RC&D**  
**P.O. Box 180**  
**Joliet, MT 59041**

**ARTICLE 20: INTEGRATED AGREEMENT**

This Memorandum of Understanding together with attachments or addenda represents the entire and integrated Agreement between the Entity and the Beartooth RC&D and supersedes all prior negotiations, representations, or agreements, written or oral. This Memorandum of Understanding may be amended only by written instrument signed by both the Entity and the Beartooth RC&D.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals to this Memorandum of Understanding the day and year in this instrument first above written.

**Big Sky EDA**

**BEARTOOTH RC&D/EDD**

\_\_\_\_\_  
Steve Arveschoug, Executive Director

\_\_\_\_\_  
Ryan VanBallegooyen, Chairman

ATTEST: \_\_\_\_\_

Date: \_\_\_\_\_



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# ATTACHMENT D

Steve,

This email is to confirm we have completed an election process to our Member Investors approving or denying the five candidates selected from the nominating committee to serve their eligible term on Big Sky Economic Development Corporation's Board beginning January 1, 2023.

We have received over a majority vote of 70 individual Member Investor approval votes. The five approved Board Members are:

Kim Jakub – General Manager, Exxon Mobil Billings Refinery (5-year term)  
Andy Gott - VP Commercial Group Manager, First Interstate Bank (3-year term)  
Nick Pancheau - President, Collaborative Design Architects (5-year term)  
Bob Wilmouth - President, Rocky Mountain College (3-year term)  
Tyler Wiltgren - Executive Director, St. V's Healthcare Foundation (5-year term)

Please do respond if you need anything separate or additional information.

Patrick

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BIGSKYECONOMICDEVELOPMENT.ORG



**Patrick Klugman**  
DIRECTOR OF Development  
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