Seeley Lake Sewer District REGULAR BOARD MEETING AGENDA

DATE: Thursday, November 17, 2022 PLACE: The Barn, 2920 Highway 83, Seeley Lake & Virtual Meeting via Zoom https://us02web.zoom.us/j/82671415251?pwd=MnB4enFqZ2swcTR2YjRnQjEvOUVRdz09 Computer: 1 669 900 6833 Telephone: Meeting ID: 826 7141 5251 **Password: 821600** TIME: 6:00 p.m. ROLL CALL Tom Morris, President 05/2024 Ο Pat Goodover, Vice President Ο 05/2026 Jason Gilpin, Director O05/2024 Cheri Thompson, Director Ο 05/2026 Troy Spence, Director O 05/2026 Felicity Derry, Secretary O 1. OPENING: Scheduled for 6:00 PM Via Zoom 2. APPROVAL OF AGENDA: 3. PRESIDENT'S COMMENTS: 4. PUBLIC COMMENT: On Items not on the Agenda of the Meeting and within the Jurisdiction of the Sewer District [MCA 2-3-103 (1)a] CORRESPONDENCE: 5. None 6. **MINUTES:** October 20, 2022 - Action 7. FINANCIAL REPORTS: a} Invoices - Action b} August 2022 c} September 2022 8. MANAGER'S REPORT: Status Report 9. **UNFINISHED BUSINESS:** a} Action Plan for 2021-2022 Committee Reports i. Pathfinder Article & Email Newsletter - Discussion/Action b} Mission Update - Discussion/Action c} eDNA Sampling - Discussion/Action d} Test Result Map - Discussion/Action e) WET Sample Well Drilling - Discussion/Action 10. NEW BUSINESS: a} WET Info & Contract - Discussion/Action b} Board Meeting Schedule & Location - Discussion/Action c} Community Technical Assistance Program (CTAP) - Discussion/Action d) Lake & Well Monitoring - Discussion e} Clearwater RV Dump Station - Discussion NEXT SCHEDULED MEETING: December 15, 2022 AGENDA ITEMS FOR NEXT 12.

13. ADJOURNMENT:

SCHEDULED MEETING:

SEELEY LAKE SEWER DISTRICT REGULAR BOARD MEETING

October 20, 2022

Tom Morris Pat Goodover Jason Gilpin	President Vice President Director		, ,	Director Director Secretary	PRESENT PRESENT ABSENT	
Bill Decker	Manager	PRESENT	_ = =====			
*Toined the meeting at 6:13pm						

*Joined the meeting at 6:13pm Public Attendance - Appendix A

CALL TO ORDER:

The meeting was called to order at 6:06pm. The meeting was held in person at the Barn, 2920 Highway 83, Seeley Lake and remotely via Zoom.

APPROVAL OF AGENDA:

Tom Morris noted that the WET presentation had been moved to the beginning of the meeting.

Tom Morris moved to approve the agenda as presented. Cheri Thompson seconded the motion. There was no further discussion. The motion was carried.

Tom Morris	Aye
Pat Goodover	Aye
Jason Gilpin	Absent
Cheri Thompson	Aye
Troy Spence	Aye

PRESIDENT'S COMMENTS:

Tom Morris noted that it was a full agenda and requested that everybody respect each other's time and opinions and to keep the meeting moving along.

PUBLIC COMMENT:

None.

NEW BUSINESS:

WET Presentation – Monitoring Well Sites & Engineering Jason Gilpin joined the meeting.

Dave Erickson, WET, introduced himself and outlined WET's goals and their approach to the project. Discussion followed.

Jess Alexander, WET, began the presentation. There was discussion as to who and what was driving this project, how the special management area was affecting the economics of the town and the positioning of the proposed monitoring wells. The Board and WET discussed some of the issues with the previous project, the best way to move forward and how to have a successful project.

The WET presentation continued, reviewing the phases of the project. Discussion followed on possible funding sources, the project timeline, water rights and the location of the proposed monitoring wells.

CORRESPONDENCE:

None.

MINUTES:

<u>September 15, 2022</u>

Cheri Thompson moved to approve the minutes (September 15, 2022). Tom Morris seconded the motion, noting one typo on page 5. Cheri Thompson agreed to amend her motion.

Cheri Thompson moved to accept the minutes (September 15, 2022) as amended. Tom Morris seconded the motion. There was no further discussion. The motion was unanimous.

Tom Morris Aye
Pat Goodover Aye
Jason Gilpin Aye
Cheri Thompson Aye
Troy Spence Aye

FINANCIAL REPORTS:

Invoices – September 2022

Tom Morris reviewed the September invoices.

Tom Morris moved to accept the invoices, totaling \$1,210.35. Jason Gilpin seconded the motion. There was no discussion. The motion was unanimous.

Tom Morris Aye
Pat Goodover Aye
Jason Gilpin Aye
Cheri Thompson Aye
Troy Spence Aye

August 2022 Financial Reports

None.

MANGER'S REPORT:

Bill Decker reviewed his report for September/October, adding that Tom Morris had approved that the District should apply to the Community Technical Assistance Program (CTAP), for \$2,500 of engineering services. This would be would be on the agenda next month.

UNFINISHED BUSINESS:

Action Plan for 2021-2022 - Committee Reports
Pathfinder Article & Email Newsletter

Cheri Thompson reviewed the article.

Tom Morris moved to allow Cheri's article to be put in the paper. Cheri Thompson seconded the motion. There was no discussion. The motion was unanimous.

Tom Morris	Aye
Pat Goodover	Aye
Jason Gilpin	Aye
Cheri Thompson	Aye
Troy Spence	Aye

Mission Update

None.

Environmental Deoxyribonucleic Acid (eDNA) Sampling

Tom Morris noted that he had received an email just prior to the meeting, informing the Board that Caryn Miske had resigned from CRC. Therefore, there was no eDNA report or a test result map.

Test Result Map

None.

WET Sample Well Drilling

The Board discussed adding a WET button to the website. There were no objections from the Board.

Tom Morris requested that the Board contact Bill Decker if they had any suggestions for an additional monitoring well site.

NEW BUSINESS:

Bank Account Signatories

Tom Morris noted that Beth Hutchinson and Walter Hill needed to be removed as signatories from the bank accounts. Cheri Thompson and Troy Spence needed to be added as signatories.

Cheri Thompson moved to remove former Board members' signatures (Beth Hutchinson & Walter Hill) from the bank card and add the current Board members (Tom Morris, Pat Goodover, Jason Gilpin, Cheryl Thompson & Troy Spence). Pat Goodover seconded the motion, adding that the motion should include the names of the Board members. There were no objections from the Board to the names being listed in the motion. The motion was unanimous.

Tom Morris	Aye
Pat Goodover	Aye
Jason Gilpin	Aye
Cheri Thompson	Aye
Troy Spence	Aye

Community Needs Assessment

Tom Morris noted that this email had been received late. Missoula City & County were requesting input on community needs, to be received by October 28, 2022.

Cheri Thompson noted that Zoom had automatically renewed on September 11, 2022 and had been charged to her credit card. This would be added to the invoices next month.

NEXT REGULARLY SCHEDULED MEETING: November 17, 2022

AGENDA ITEMS FOR NEXT SCHEDULED MEETING:

Tom Morris noted that the following items should be added to the November agenda: Action Plan – Committee Reports – Pathfinder Article; Mission Update; Test Result Map; eDNA Sampling; WET Sample Well Drilling, WET Info & Contract, Board Meeting Schedule, & CTAP.

ADJOURNMENT OF MONTHLY BOARD MEETING:

Tom Morris moved to adjourn the meeting at 7:54pm. Cheri Thompson seconded the motion.

Tom Morris, President

Felicity Derry, Secretary

APPENDIX A

SEELEY LAKE – MISSOULA COUNTY SEWER DISTRICT Regular Board Meeting Virtual Meeting Via Zoom & at The Barn, 2920 Highway 83, Seeley Lake October 20, 2022

NAME	ADDRESS/EMAIL	PHONE #
Mike Richards		
Nathan Bourne		
Steve Anderson, WET		
Dave Erickson, WET		
Anthony Laslovich, WET		
Jess Alexander, WET		
Chelle Carney, WET		

Seeley Lake Sewer District Invoices for October 2022

District:

	\$852.82
Felicity Derry - October/November 2022	\$270.00
Cheri Thompson - Zoom Renewal - District	\$155.52
Bill Decker - October/November 2022	\$390.00
Seeley Lake Water District - Inv#214 October 2022	\$37.30

Account Balances as of 10/31/2022

	\$252,004.20		\$251,151.38
Missoula County Account	\$219,287.71_	(\$852.82)	\$218,434.89
Reserve	\$28,000.00		\$28,000.00
Citizens Alliance Account	\$32,716.49		\$32,716.49

Seeley Lake - Missoula County Water District

PO Box 503 Seeley Lake, MT 59868-0503

Invoice

DATE	INVOICE#
11/1/2022	214

Phone #	406-67	7-2559						11/1/2022	2 214
BILL TO	0					SHIP TO			
PO Box	403	ewer District)3						·
	P.O.	. NUMBER		TERMS	REP	SHIP	VIA		***************************************
			Due	on Receipt		11/1/2022	Vince	,	
QUANT	İΤΥ	ІТЕМ СО	DE		DESCRIPT	TON	PR	ICE EACH	AMOUNT
2 146		MiscO MiscO		Bookkeeping Copies	g & Admin Oct	ober 2021		15.00 0.05	

THANK YOU! Total \$37.30

Manager's Report

10/10 Attended the Seeley Lake Community Council meeting and gave an update on the districts surface and groundwater monitoring plan 2.50 hrs.

10/13 Marked 14 monitoring well locations with Shelley and Jess from WET. 2.25 hrs

10/13 Attended the Seeley Sewer regular board meeting 2hrs

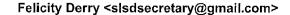
I have not been contacted by Clearwater Resource council concerning our testing agreement since the last email from Caryn.

I have not heard from DNRC regarding our lease agreements on state lands.

I had 20 email conversations regarding the district 5hrs

I had 13 phone conversations regarding the district 3.25hrs

Total hrs 15 @ \$26hr \$390





zoom debit

1 message

Cheryl Thompson <solutions11@mac.com>
To: Felicity Derry <slsdsecretary@gmail.com>

Mon, Nov 14, 2022 at 12:14 PM

Cheryl Thompson solutions11@mac.com

09/12 DEBIT CARD PURCHASE 091122 4814091122 ZOOM.US 888-799-9666 WWW.ZOOM.US CA \$155.52

Felicity Derry October/November 2022

Date	Time	Subject	Hours
10/31/2022	5:45-7:45p	Minutes & Admin	2.00
11/5/2022	9:15-2:00p	Minutes & Admin	4.75
11/8/2022	5:00-7:15p	Minutes & Admin	2.25
11/9/2022	6:30-8:30p	Minutes & Admin	2.00
11/11/2022	8:00-9:45a	Admin	1.75
11/14/2022	6:45-9:00p	Admin	2.25
			15.00
	15 x \$18 = \$270		

\$270.00 **\$270.00**

OPERATING BILLED INCOME	AUGUST 2022	MTHLY BUDGET	2023 FISCAL YTD	YTD BUDGET	2022 BUDGET	% OF BUDGET
Fee Assessment	\$2,961.12	\$2,700.59	\$4,107.81	\$5,401.17	\$32,407.02	12.7
Interest Income CAB	\$4.44	\$0.00	\$8.34	\$0.00	\$0.00	12.7
Interest Income Missoula County	\$355.61	\$0.00	\$579.08	\$0.00	\$0.00	
TOTAL OPERATING INCOME	\$3,321.17	\$2,700.59	\$4,695.23	\$5,401.17	\$32,407.02	14.5
OPERATING EXPENSES		4				
Audit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0
Bookeeping	\$60.00	\$250.00	\$210.00	\$500.00	\$3,000.00	7.0
Dues & Subscriptions	\$0.00	\$83.33	\$0.00	\$166.67	\$1,000.00	0.0
Election	\$0.00	\$83.33	\$0.00	\$166.67	\$1,000.00	0.0
Equipment	\$0.00	\$4.17	\$0.00	\$8.33	\$50.00	0.0
Income Survey	\$0.00	\$62.50	\$0.00	\$125.00	\$750.00	0.0
Insurance - Liability	\$0.00	\$250.00	\$0.00	\$500.00	\$3,000.00	0.0
Legal	\$0.00	\$1,250.00	\$0.00	\$2,500.00	\$15,000.00	0.0
Licenses & Fees	\$0.00	\$5.42	\$0.00	\$10.83	\$65.00	0.0
Meals, etc.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0
Office Supplies	\$10.20	\$29.17	\$73.32	\$58.33	\$350.00	20.9
Postage	\$0.00	\$25.00	\$209.96	\$50.00	\$300.00	70.0
Public Relations	\$0.00	\$62.50	\$0.00	\$125.00	\$750.00	0.0
Manager	\$715.00	\$2,140.42	\$1,638.00	\$4,280.83	\$25,685.00	6.4
Secretary	\$0.00	\$500.00	\$387.00	\$1,000.00	\$6,000.00	6.5
Trainng	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0
Water Testing	\$0.00	\$300.00	\$0.00	\$600.00	\$3,600.00	0.0
Well/Lake Monitoring	\$0.00	\$228.33	\$0.00	\$456.67	\$2,740.00	0.0
Nutrient Budget Analysis	\$0.00	\$459.58	\$0.00	\$919.17	\$5,515.00	0.0
Drill Wells	\$0.00	\$1,916.67	\$0.00	\$3,833.33	\$23,000.00	0.0
Engineering Costs	\$0.00	\$2,083.33	\$0.00	\$4,166.67	\$25,000.00	0.0
TOTAL OPERATING EXPENSES	\$785.20	\$9,733.75	\$2,518.28	\$19,467.50	\$116,805.00	2.16
DISTRICT RESERVE OFFSET				(\$84,397.98)	(\$84,397.98)	
NET OP. INCOME (LOSS)	\$2,535.97	(\$7,033.17)	\$2,176.95	\$70,331.65	\$0.00	

BALANCE SHEET

ASSETS	06/30/22	07/31/22	08/31/22
CURRENT ASSETS			
Cash Accounts			
Citizens Alliance Bank Account	\$32,694.58	\$32,698.48	\$32,702.92
- District Reserve Funds	\$28,000.00	\$28,000.00	\$28,000.00
- General District Funds	\$4,694.58	\$4,698.48	\$4,702.92
Missoula County Account	\$217,464.86	\$216,982.24	\$219,513.47
Total Cash Assets	\$250,159.44	\$249,680.72	\$252,216.39
Accounts Receivable	\$0.00	\$0.00	\$0.00
TOTAL CURRENT ASSETS	\$250,159.44	\$249,680.72	\$252,216.39
FIXED ASSETS			
Total Fixed Assets	\$2,033,813.16	\$2,033,813.16	\$2,033,813.16
TOTAL ASSETS	\$2,283,972.60	\$2,283,493.88	\$2,286,029.55

BALANCE	SHEET
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DALANCE SHEET			
LIABILITIES & EQUITY	06/30/22	07/31/22	08/31/22
CURRENT LIABILITIES			
Accounts Payable	\$120.00	\$0.00	\$0.00
Advance LOR Grant Income	\$0.00	\$0.00	\$0.00
Total Current Liabilities	\$120.00	\$0.00	\$0.00
TOTAL LIABILITIES	\$120.00	\$0.00	\$0.00
OWNER OF FOURTY			
OWNERS' EQUITY			
Retained Earnings	\$2,193,338.21	\$2,283,852.60	\$2,283,852.60
Net Income (Loss)	\$90,514.39	(\$358.72)	\$2,176.95
Total Owners' Equity	\$2,283,852.60	\$2,283,493.88	\$2,286,029.55
TOTAL LIABILITIES & EQUITY	\$2,283,972.60	\$2,283,493.88	\$2,286,029.55

CASH FLOW RECONCILIATION

	31-Jul	31-Aug	FISCAL YTD
TOTAL NET INCOME (LOSS)	(\$358.72)	\$2,535.97	\$2,176.95
Operating Activities			
Accounts Payable	(\$120.00)	\$0.00	(\$120.00)
Total Investing Activities	(\$120.00)	\$0.00	(\$120.00)
INCREASE (DECREASE) IN NON-CASH ASSETS Accounts Receivable	\$0.00	\$0.00	\$0.00
NET CASH INCREASE (DECREASE)	(\$478.72)	\$2,535.97	\$2,056.95
CHANGE IN ACCOUNT BALANCES			
Cash at Beginning of Period	\$250,159.44	\$249,680.42	\$250,159.44
Cash at End of Period	\$249,680.72	\$252,216.39	\$252,216.39
Change in Account Balances	(\$478.72)	\$2,535.97	\$2,056.95

Seeley Lake - Missoula County Sewer District Check Detail August 2022

11/07/22 7:53 AM

ount	-70.20	60.00 10.20	70.20	-715.00	715.00	715.00
Original Amount	1			<i>L</i> -	7	7
Paid Amount		-60.00	-70.20		-715.00	-715.00
Account	1001 · Missoula Co	6652 · Bookkeeping Copies		1001 · Missoula Co	6117 · Sewer Distric	
Name	Seeley Lake Water District			Decker, William		
Date	08/18/2022	Inv#211 08/01/2022		08/18/2022		
Num	1993	Inv#211		1994		
Туре	Bill Pmt -Check	Bill	TOTAL	Check		TOTAL

OPERATING BILLED INCOME	SEPTEMBER 2022	MTHLY BUDGET	2023 FISCAL YTD	YTD BUDGET	2022 BUDGET	% OF BUDGET
Fee Assessment	\$0.00	\$2,700.59	\$4,107.81	\$8,101.76	\$32,407.02	12.7
Interest Income CAB	\$5.24	\$0.00	\$13.58	\$0.00	\$0.00	
Interest Income Missoula County	\$562.34	\$0.00	\$1,141.42	\$0.00	\$0.00	
TOTAL OPERATING INCOME	\$567.58	\$2,700.59	\$5,262.81	\$8,101.76	\$32,407.02	16.2
OPERATING EXPENSES						
Audit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0
Bookeeping	\$120.00	\$250.00	\$330.00	\$750.00	\$3,000.00	11.0
Dues & Subscriptions	\$0.00	\$83.33	\$0.00	\$250.00	\$1,000.00	0.0
Election	\$0.00	\$83.33	\$0.00	\$250.00	\$1,000.00	0.0
Equipment	\$0.00	\$4.17	\$0.00	\$12.50	\$50.00	0.0
Income Survey	\$0.00	\$62.50	\$0.00	\$187.50	\$750.00	0.0
Insurance - Liability	\$0.00	\$250.00	\$0.00	\$750.00	\$3,000.00	0.0
Legal	\$0.00	\$1,250.00	\$0.00	\$3,750.00	\$15,000.00	0.0
Licenses & Fees	\$0.00	\$5.42	\$0.00	\$16.25	\$65.00	0.0
Meals, etc.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0
Office Supplies	\$6.60	\$29.17	\$79.92	\$87.50	\$350.00	22.8
Postage	\$0.00	\$25.00	\$209.96	\$75.00	\$300.00	70.0
Public Relations	\$0.00	\$62.50	\$0.00	\$187.50	\$750.00	0.0
Manager	\$468.00	\$2,140.42	\$2,106.00	\$6,421.25	\$25,685.00	8.2
Secretary	\$193.50	\$500.00	\$580.50	\$1,500.00	\$6,000.00	9.7
Trainng	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0
Water Testing	\$0.00	\$300.00	\$0.00	\$900.00	\$3,600.00	0.0
Well/Lake Monitoring	\$263.25	\$228.33	\$263.25	\$685.00	\$2,740.00	9.6
Nutrient Budget Analysis	\$0.00	\$459.58	\$0.00	\$1,378.75	\$5,515.00	0.0
Drill Wells	\$0.00	\$1,916.67	\$0.00	\$5,750.00	\$23,000.00	0.0
Engineering Costs	\$0.00	\$2,083.33	\$0.00	\$6,250.00	\$25,000.00	0.0
TOTAL OPERATING EXPENSES	\$1,051.35	\$9,733.75	\$3,569.63	\$29,201.25	\$116,805.00	3.06
DISTRICT RESERVE OFFSET				(\$84,397.98)	(\$84,397.98)	
NET OP. INCOME (LOSS)	(\$483.77)	(\$7,033.17)	\$1,693.18	\$63,298.49	\$0.00	

BALANCE SHEET

ASSETS	07/31/22	08/31/22	09/30/22
CURRENT ASSETS			, , , , , , , , , , , , , , , , , , ,
Cash Accounts			
Citizens Alliance Bank Account	\$32,698.48	\$32,702.92	\$32,708.16
- District Reserve Funds	\$28,000.00	\$28,000.00	\$28,000.00
- General District Funds	\$4,698.48	\$4,702.92	\$4,708.16
Missoula County Account	\$216,982.24	\$219,513.47	\$219,287.71
Total Cash Assets	\$249,680.72	\$252,216.39	\$251,995.87
Accounts Receivable	\$0.00	\$0.00	\$0.00
TOTAL CURRENT ASSETS	\$249,680.72	\$252,216.39	\$251,995.87
FIXED ASSETS			
Total Fixed Assets	\$2,033,813.16	\$2,033,813.16	\$2,033,813.16
TOTAL ASSETS	\$2,283,493.88	\$2,286,029.55	\$2,285,809.03

BALANCE SHEET	BA	LAN	CE	SH	EET	'
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LIABILITIES & EQUITY	07/31/22	08/31/22	09/30/22
CURRENT LIABILITIES			
Accounts Payable	\$0.00	\$0.00	\$263.25
Advance LOR Grant Income	\$0.00	\$0.00	\$0.00
Total Current Liabilities	\$0.00	\$0.00	\$263.25
TOTAL LIABILITIES	\$0.00	\$0.00	\$263.25
TO TAL LIABILITIES	Ψ0.00	Ψ0.00	Ψ203.23
OWNERS' EQUITY			
Retained Earnings	\$2,283,852.60	\$2,283,852.60	\$2,283,852.60
Net Income (Loss)	(\$358.72)	\$2,176.95	\$1,693.18
Total Owners' Equity	\$2,283,493.88	\$2,286,029.55	\$2,285,545.78
TOTAL LIABILITIES & EQUITY	\$2,283,493.88	\$2,286,029.55	\$2,285,809.03

CASH FLOW RECONCILIATION

	31-Aug	30-Sep	FISCAL YTD
TOTAL NET INCOME (LOSS)	\$2,535.97	(\$483.77)	\$1,693.18
Operating Activities			
Accounts Payable	\$0.00	\$263.25	\$143.25
Total Investing Activities	\$0.00	\$263.25	\$143.25
INCREASE (DECREASE) IN NON-CASH ASSETS Accounts Receivable	\$0.00	\$0.00	\$0.00
NET CASH INCREASE (DECREASE)	\$2,535.97	(\$220.52)	\$1,836.43
CHANGE IN ACCOUNT BALANCES			
Cash at Beginning of Period	\$249,680.72	\$252,216.39	\$250,159.44
Cash at End of Period	\$252,216.39	\$251,995.87	\$251,995.87
Change in Account Balances	\$2,535.67	(\$220.52)	\$1,836.43

Seeley Lake - Missoula County Sewer District Check Detail September 2022

-193.50						TOTAL
-193.50	6110 · Secretary					
	1001 · Missoula Count		Felicity Derry	09/15/2022	1997	Check
-468.00						TOTAL
-468.00	6117 · Sewer District C					
	1001 · Missoula Count		Decker, William	09/15/2022	1996	Check
-126.60						TOTAL
-120.00 -6.60	6652 · Bookkeeping Ser Copies			09/01/2022	lnv#212	Bill
	1001 · Missoula Count		Seeley Lake Water District	09/01/2022	1995	Bill Pmt -Check
Paid Amount Original Amount	Account	Item	Name	Date	Num	Туре

Manager's Report

10/10 Attended the Seeley Lake Community Council meeting and gave an update on the districts surface and groundwater monitoring plan 2.50 hrs.

10/13 Marked 14 monitoring well locations with Shelley and Jess from WET. 2.25 hrs

10/13 Attended the Seeley Sewer regular board meeting 2hrs

I have not been contacted by Clearwater Resource council concerning our testing agreement since the last email from Caryn.

I have not heard from DNRC regarding our lease agreements on state lands.

I had 20 email conversations regarding the district 5hrs

I had 13 phone conversations regarding the district 3.25hrs

Total hrs 15 @ \$26hr \$390



Client – Seeley Lake Sewer District Project – Sanitary Sewer System Improvements

SCOPE OF WORK

Seeley Lake Sewer District (Client) has requested that Water & Environmental Technologies, Inc. (WET) provide Engineering services for the town of Seeley Lake's sanitary sewer system improvements. On October 20th, 2022, WET met with the Client to discuss their three-phase proposed approach to improvement design. Below outlines this approach, provides a general timeframe estimate, and provides WET's 2022 Standard Unit Price Schedule

PHASE 1. DATA COLLECTION

Task 1. Groundwater Monitoring and Data Collection

Understanding the nature and extent of the groundwater nitrate concentrations will be critical to developing a proper mitigation strategy. The purpose of Task 1 is to install a groundwater monitoring network and to collect groundwater data so that the nature and extent of the nitrate plume can be better understood. Fourteen groundwater monitoring wells are anticipated to be installed in November 2022. This initial monitoring network will be sampled by the Client quarterly for four consecutive quarters. The initial quarterly monitoring is anticipated to be completed 4th quarter 2023.

Task 2. Preliminary Engineering Report (PER) Review

WET will review the 'Seeley Lake Sewer District – Preliminary Engineering Report Updated Wastewater System Improvements', drafted by Great West Engineering , 2020 (PER). WET will gather information presented in the PER that can be useful for the development and engineering mitigation strategies. This information includes but is not limited to:

- Historical groundwater chemistry data;
- Site hydrogeological conditions;
- Community demographics;
- · Existing sewer system status;
- · Previously proposed solutions and alternatives; and
- State and Federal Agency reporting.

WET proposes that this Task be completed by the 2nd quarter 2023 while initial groundwater monitoring is being conducted.

Task 3. Stakeholder Meetings

WET strongly believes that good communication with the stakeholders involved with this project is a key component to its success. A WET representative will attend the Client's Monthly Board meeting to provide any new data, discuss upcoming Tasks, answer any questions, and get feedback on project progress from the community. WET will facilitate community meetings as project milestones are achieved. The purpose of these meetings will be to provide the community with project transparency on items such as progress and costs; provide data and information driving mitigation decision making; and get feedback from the community along the way. WET will identify and meet with the representatives of local and state government agencies as soon as possible. Working with agency representatives will aid in ensuring that the proposed mitigation strategies will meet these regulatory criteria.



Task 4. Define Data Gaps and Propose Additional Investigation (As Needed)

WET will review the data collected from the initial groundwater monitoring and the PER review and use stakeholder feedback to identify where there are data gaps that may require additional investigation. Examples of potential data gaps include additional monitoring, municipal water usage, population census surveys, etc. If these data gaps are identified, WET will provide the Client with a summary and a proposed scope of work.

Task 5. Identify Funding Sources and Application Assistance

WET will assist the Client in identifying and applying for local, state, and federal grants and low interest loans to fund the project. WET will review the funding identified in the PER and reach out to the funding agencies to determine if these funds are still available and what steps should be taken to secure any additional funding. Furthermore, WET has an upstanding relationship with funding agencies and will reach out to them to identify available funding options. Once funding has been identified WET will work with the Client to assist with the funding application process.

PHASE 2. PRELIMINARY DESIGN

Task 6. Area Prioritization and Mitigation Strategies Evaluation

WET will use the information gathered from the Phase I Tasks to delineate sections of Seeley Lake into 'Areas' that are similar in characteristics and sanitary sewer upgrade needs. These Areas will be prioritized as to which are most in need of system upgrades. WET will also use this information to evaluate and rank what technologies are most appropriate and cost effective for each individual Area. Examples of the factors that will be considered include:

- Groundwater nitrate concentrations;
- Hydrogeological conditions;
- Proximity to the Lake;
- Land use (Commercial/Residential); and
- Feedback from the Community and Government Agencies.

This information will be provided in a Summary Report and presented to stakeholders such as the Board, Community, and Government Agencies for feedback and discussion.

PHASE 3. SYSTEMS DESIGN AND CONSTRUCTION OVERSIGHT

Task 7. Engineering Design

Upon the completion of analyzing of the collected data from tasks listed herein WET and/or Septic Net will provide an Engineer of Record to oversee the assembling of the final sewer system designs (Plans). These Plans will include 100% construction drawings that will be stamped by a professional engineer. WET will keep close communications with the Client and other identified stakeholders throughout the design process. WET will provide the Plans to the Client and Regulatory Agencies for review and approval.

Task 8. Construction Bid Documents and Permitting

WET will develop a comprehensive bid package that clearly identifies all aspects of the project design and construction requirements to potential bidders.



- Prepare standard project specifications section list;
- Prepare technical specifications general requirements;
- Prepare technical specifications sections;
- Prepare Special Provisions section;
- Prepare bidding documents Invitation for Bid, Instruction to Bidders, Bid Form, Bid Submittals, Bonds, Agreement Form, Construction Forms, etc.; and
- Define Quality Control/Quality Assurance requirements.

WET is also capable of creating and facilitating all publication requirements of finalized bid package and facilitation bidding process. Upon the determination of the final design, WET will identify and pursue all required permitting to allow for the construction of the approved proposed project(s). WET will coordinate with the Client to publish finalized 100% complete EJCDC format bid document package(s).

Task 9. Construction Contractor Selection

WET will assist the Client in facilitating the Contractor selection process. This will include reviewing each bid to confirm it is responsive and that the submitting contractor is qualified for the proposed project(s). WET assumes a Design, Bid and Construction project delivery method will be utilized for a project delivery method. WET will review all submitted bids and determine the best qualified Contractor. This recommendation will be based on the Contractor's proposed approach, qualifications, and costs.

Task 10. Construction Oversight and Records Drawings

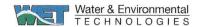
WET will review of all contractor submittals, fabrication drawings and shop drawings, review of the monthly submitted critical path method (CPM) construction schedule, payment applications, change order negotiation, responses to requests for information, providing of guidance and review of issues pertaining to technical design, coordination and participation in all progress meetings, coordination with project subcontractors and subconsultants, quality assurance checks, and regular site visits to monitor the work progress and ensure that the work conforms to the requirements set forth in the contract documents. WET has made the following assumptions regarding Construction Oversight and Records Drawings:

- Client will be available to provide timely input on submittals and shop drawings;
- WET will provide recommendations for all change order requests; and
- WET will make visits to the site at intervals appropriate to the various stages of construction to observe the Contractor's work progress and quality.

WET will provide the Client with final electronic copies of the Contractor submittals and bi-weekly progress meeting minute reports.

SCHEDULE

Environmental drilling and monitoring well installation is anticipated to begin the week of November 28th, 2022. Quarterly monitoring will begin 4th quarter 2022 and be completed 4th quarter 2023. WET will begin the remaining Phase I tasks upon receiving a notice to proceed. WET is aware that there is limited funding available for this project and will continue to work with agencies and the Client on identifying funding opportunities.



COSTS and Client Services Agreement

The fees and charges to be paid by Client shall be according to the attached WET Standard Unit Rate Schedule. Attached rates will remain in effect for at least one year. WET may increase rates in subsequent years depending on project.

Work performed will be conducted under the Client Services Agreement (Agreement) dated September 13th, 2022, and fully executed September 22nd, 2022. The Agreement is attached to this document.

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Standard Unit Price Schedule

January 1, 2022 - December 31, 2022

Staff Title	Rate
Senior Consultant III:	\$000.00 <i>//</i>
Hydrogeologist, Engineer, etc.	\$200.00/hour
Officer/Principal:	\$175.00/baur
Hydrogeologist, Engineer, etc.	\$175.00/hour
Senior Consultant II	\$170.00/hour
Hydrogeologist, Engineer, etc.	Ψ17 0.00/110di
Senior Consultant I	\$165.00/hour
Hydrogeologist, Engineer, etc.	Ψ100.00/110di
Senior III:	\$160.00/hour
Hydrogeologist, Engineer, etc.	Ψ100.00/110di
Senior II:	\$145.00/hour
Hydrogeologist, Engineer, etc.	ψ1+0.00/110dl
Senior I:	\$135.00/hour
Hydrogeologist, Engineer, etc.	Ψ100.00/110di
Project III:	\$130.00/hour
Hydrogeologist, Engineer, etc.	Ψ100100/110α1
Project II:	\$125.00/hour
Hydrogeologist, Engineer, etc.	
Project I:	\$115.00/hour
Hydrogeologist, Engineer, etc.	
Staff III:	\$110.00/hour
Hydrogeologist, Engineer, etc.	• • • • • • • • • • • • • • • • • • • •
Staff II:	\$105.00/hour
Hydrogeologist, Engineer, etc.	***************************************
Staff I:	\$100.00/hour
Hydrogeologist, Engineer, etc.	
Technician III:	\$95.00/hour
Environmental, Civil, CAD, GIS	
Technician II:	\$90.00/hour
Environmental, Civil, CAD, GIS	·
Technician I:	\$85.00/hour
Environmental, Civil, CAD, GIS	Φ4.0.F. 0.0.//
GIS Manager	\$135.00/hour
Professional Land Surveyor	\$105.00/hour
Design/Drafting Manager	\$100.00/hour
Design/Drafting Specialist	\$95.00/hour
GIS Specialist	\$85.00/hour
Administrative Staff	\$70.00/hour



Standard Unit Price Schedule

January 1, 2022 - December 31, 2022

Equipment Rental, Materials, Supplie	es & Services:
Meals	\$35/day/person
Lodging	At Cost
Automobile	\$1.00/mile
Other Travel	At Cost
Water Probe	\$25.00/day
Oil/Water Interface Probe	\$40.00/day
YSI Combo Meter	\$80.00/day
2" Rediflo Pump/Controller	\$100.00/day
4" Rediflo Pump/Controller	\$125.00/day
Photoionization Detector	\$80.00/day
XRF Analyzer	\$250.00/day, \$1,000
Marsh-McBirney Flow Meter	\$75.00/day
Standard Survey Equipment	\$40.00/day
Trimble GPS	\$50.00/day
(sub meter)	φ50.00/day
Leica TPS Total Station	\$50/hr with \$100/day min. and \$400/day max.
GNSS Survey Unit	\$62.5/hr with \$125/day min. and \$500/day max.— In-Town (GNSS 1) \$87.5/hr with \$175/day min. and \$500/day max.— Out of Town (GNSS 2)
Unmanned Aerial Vehicle (UAV)	\$1,000/day or Quote
Nuclear Densometer	\$75.00/day
Double Ring Infiltrometer	\$200.00/project
Transducer	\$25.00/day or \$300.00/month
Field Computer	\$25.00/day
Analytical Services	Cost plus 10%
Subcontracted Services	Cost plus 10%
Other materials, equipment and supplies	Cost plus 10%
Additional Insurance	A+ C +
(if required)	At Cost
Photocopies (B&W, Color, Photo Stock)	Quote



CLIENT SERVICES AGREEMENT

This Agreement, made this 13th day of September, 2022 by and between Seeley Lake Sewer District of P.O. Box 403, Seeley Lake, Montana 59868 (hereinafter called the "Client") and Water & Environmental Technologies, a Montana Company, with its corporate office located at 480 East Park Street, Butte, Montana 59701 (hereinafter called "Water & Environmental Technologies,.").

The Client and Water & Environmental Technologies hereby agree as follows:

Services to be Performed

Water & Environmental Technologies shall perform for the Client consulting engineering services requested specifically by the client which may include consultation, survey, design and any other services specifically requested. No work will be provided unless approved and requested by the Client.

Fees and Charges

- The fees and charges to be paid by the Client shall be based on the time and materials expended and invoiced on a unit price basis at the rates set forth in Groundwater Monitoring Well Installation Cost Estimate Task 1 Table.
- b. A monthly invoice of fees and charges shall be prepared and mailed to the Client by Water & Environmental Technologies. The Client shall pay all invoiced fees and charges within thirty (30) days of the date of each monthly invoice. Invoiced amounts which are not paid timely will bear interest at the rate of eighteen percent (18%) per annum from the due date until paid. In addition, Water & Environmental Technologies may, but need not, in the event of untimely payment either (a) cease performance under this Agreement until such time as the delinquency is cured, or (b) terminate this Agreement in accordance with Article 9.c. of this Agreement.
- c. The fees and charges to be paid by Client shall be at the rates stated in Groundwater Monitoring Well Installation Cost Estimate Task 1. Rates will remain in effect for the year 2022, WET may increase rates in subsequent years as per the unit price schedule in effect for that year.

3. Term

This Agreement shall commence on the date stated above and shall continue in full force and effect until terminated by either party, in which case the terminating party shall provide the other party with at least thirty (30) days prior written notice.

4. <u>Indemnification</u>

- a. The Client agrees to indemnify, save harmless and defend Water & Environmental Technologies from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incidental thereto, including but not limited to reasonable attorney's fees, which Water & Environmental Technologies may hereafter incur, become responsible for or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders, caused, in whole or in part, by (1) Client's breach of any term or provision of this Agreement; or (2) any negligent or willful act or omission of Client, its employees or subcontractors; or (3) the Client's management of waste products which eventually become the subject of a Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) clean-up action or any other governmental agency enforcement action.
- b. Water & Environmental Technologies agrees to indemnify, save harmless and defend the Client from and against any and all liabilities, claims, penalties, forfeitures, suits and the cost and expenses incidental thereto, including reasonable attorney fees, which client may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders caused by (1) Water & Environmental Technologies' breach of any term or provision of this Agreement; or (2) any negligent or willful act or omission by Water &

1



Environmental Technologies, its employees or subcontractors; provided however, that Water & Environmental Technologies' indemnity obligation hereunder shall not exceed the limits of Water & Environmental Technologies' insurance policies.

Independent Contractor

At all times during the term of this Agreement Water & Environmental Technologies shall be an independent contractor. Neither Water & Environmental Technologies nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the Client.

6. Data Generated by Water and Environmental Technologies

Any measurements, computations, projections, assumptions (data) compiled or generated by Water & Environmental Technologies during the course of their performance of the scope of work identified in This agreement is and shall remain the property of Water & Environmental Technologies.

Confidentiality

Water & Environmental Technologies and Client each shall treat as confidential property and shall not disclose to others any information (including technical information, pricing, experience or data) regarding either party's plans, programs, plants, processes, products, costs, equipment operations, or customers which may come within the knowledge of the parties through this Agreement. All such confidential property shall remain the sole property of the disclosing party.

This Agreement shall not prevent either Water & Environmental Technologies or Client from disclosing to others or using in any manner information which:

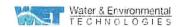
- Has been published or has become part of the public domain other than by the unauthorized act or acts of Water & Environmental Technologies or the Client; or
- Has been furnished or made known to Water & Environmental Technologies or the Client by third parties without restrictions on its disclosure; or
- Was in the possession of the disclosing party prior to the disclosure thereof by the other.

8. Liability

- a. Water & Environmental Technologies' total liability arising out of its performance under this Agreement shall not exceed the limits of Water & Environmental Technologies' insurance policies, and in no event shall Water & Environmental Technologies be liable to Client, whether in tort, contract or other legal theory, for punitive, incidental, indirect, special, or consequential damages arising in connection with the performance or failure to perform service hereunder.
- b. Water & Environmental Technologies warrants that it shall perform all work in a professional manner in conformance with the industry standards. Except to the extent expressly warranted herein, Water & Environmental Technologies makes no other warranties, whether express or implied.

9. Default, Force Majeure, Suspension, Termination

- a. Except as provided in Article 9 b below, if, during the term of this Agreement, either party shall be in default of any of its obligations under this Agreement, including but not limited to the payment of any sums due hereunder, the other party may suspend its performance hereunder until such default has been corrected; provided, however, that no such suspension shall be effective until ten (10) days after the non-breaching party has given written notice of default to the other party.
- Any delay or failure of either party in the performance of its obligations hereunder shall be excused if and to the extent caused by acts of God, strikes, action of regulatory agencies, fire, flood, explosion, riot, war, sabotage, court injunction or order, loss of permit, and causes beyond the control of the delaying or failing party, provided that a prompt notice of such delay or failure is given by such party to the other and each of the parties hereto shall be diligent in attempting to remove such cause or causes
- c. Water & Environmental Technologies may terminate this Agreement in the event Client fails to timely



pay Water & Environmental Technologies' charges pursuant to Article 2 hereof.

- d. Termination pursuant to Article 9.c., above, shall operate to discharge all obligations and duties of Water & Environmental Technologies which are unperformed on the date of the termination. Notwithstanding the foregoing, any right of Water & Environmental Technologies arising as a result of the event(s) which resulted in the termination, including but not limited to the right to commence and maintain a court action for breach of contract based on the performance, non-performance or a breach of this Agreement by the Client, shall survive.
- e. The right of termination hereunder is in addition to, and not in lieu of, any right of the parties under applicable law.

10. Assignment

Neither party shall assign or attempt to assign any rights or delegate or attempt to delegate any duties existing pursuant to the terms and provisions of this Agreement without the prior written consent of the other party. Provided however, that this provision shall not prohibit or be construed to prohibit Water & Environmental Technologies from executing such subcontracts as it deems necessary, reasonable or advisable for the performance of services under this agreement.

11. Notice

Any notice, correspondence or billing required to be given by the terms of this Agreement shall be delivered by hand, or delivered by mail, postage prepaid, return receipt requested, to the address of the respective party below:

Water & Environmental Technologies 480 East Park Street Butte, MT 59701

Client:

Seeley Lake Sewer District

P.O Box 403

Seeley Lake, MT 59868

12. Applicable Law/Venue

This Agreement shall be governed in all respects by the laws of the State of Montana and jurisdiction and venue are proper in the District Court for the Second Judicial District, Butte, Montana.

13. Entire Agreement/Integration

This Agreement and the attachment referenced in this Agreement constitute the entire Agreement between the parties. No changes or modification shall be binding on Water & Environmental Technologies or the Client unless it shall be in writing and signed by both parties. In no event shall any preprinted terms or conditions which are inconsistent or conflict with provisions of this Agreement and which are found on any Water & Environmental Technologies or Client purchase or work order or similar document be considered an amendment or modification of this Agreement, even if such documents are signed by representatives of both Water & Environmental Technologies and the Client. Such inconsistent or conflicting preprinted terms or conditions shall be considered null and of no effect to the extent of the inconsistency or conflict.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized representative on the day and year set forth.

Water and Environmental Technologies:

Client:

By Dess alexander
Senior Scientist

Date 9/22/2022

esident, Secley Locke, Missoula County Sewe dish

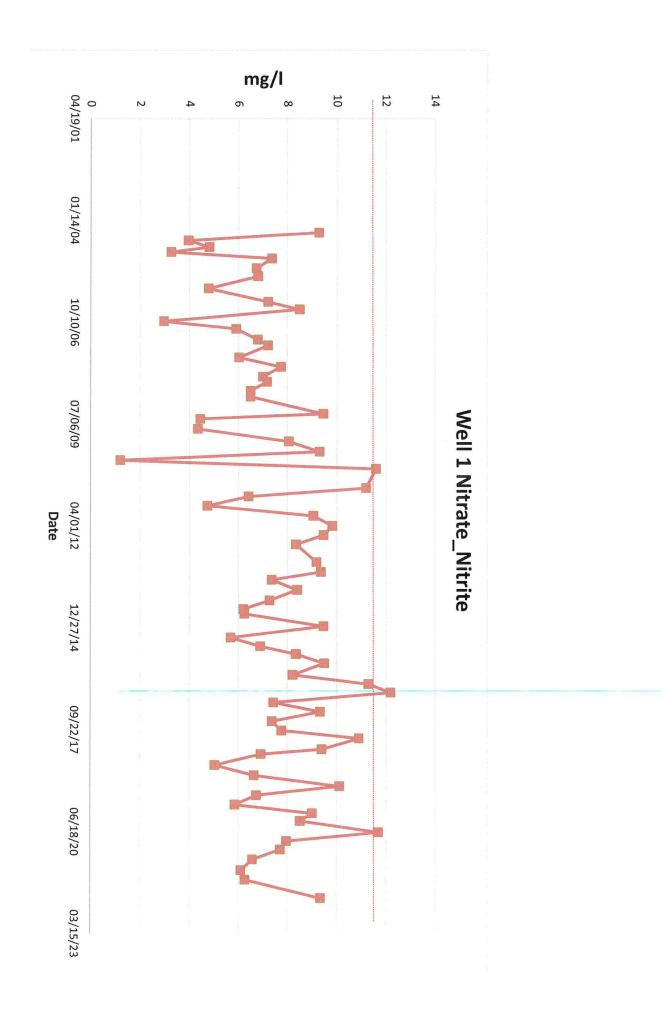
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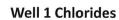
Well #1

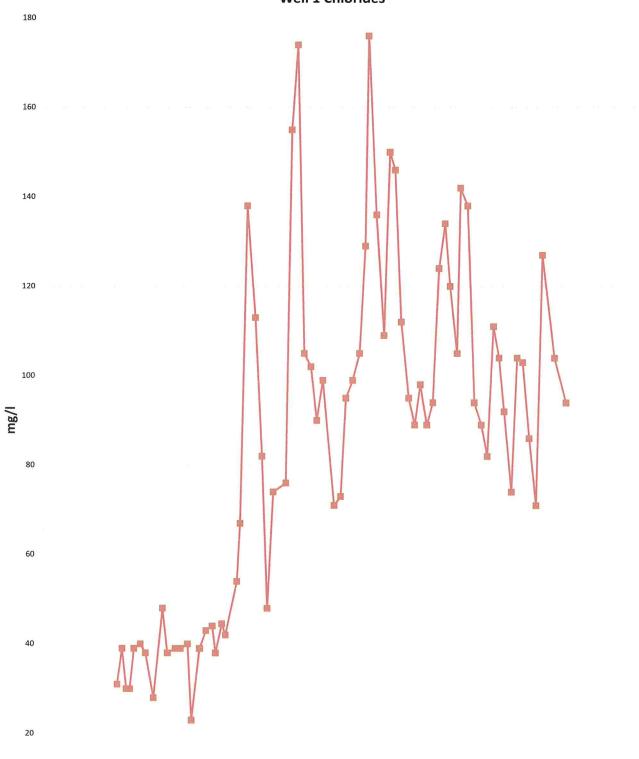
Date 2021	Depth of Well	Water Temp	Water pH	Nitrate/ Nitrite	Chloride mg/L	Total Coliform
		*C		mg/L		per 100 ml
17-Jan-21	36'					
7-Feb-21	36'					
15-Mar-21	36'-6"	7.7*	6.2	6.57	86	Contaminated
15-Apr-21	35-9"					
2-May-21	35-7"					
28-Jun-21	35'-3"	12.6	7.12	6.1	71	
25-Jul-21	36'					
15-Aug-21	36'-6"					
28-Sep-21	36'-9"	9.5*	6.96	6.26	127	
1-Oct-21	36'-9"					
14-Nov-21	36'					

Well #1

Date	Depth	Water	Water	Nitrate/	Chloride	Total
2022	of Well	Temp	рН	Nitrite	mg/L	Coliform
		*C		mg/L		per 100 ml
23-Jan-22	36'	,	·			
27-Feb-22	35-8"					
28-Mar-22	35'	7.9*	6.53	9.33	104	
17-Apr-22	35'					
9-May-22	35-9"					
5-Jun-22	36'					
25-Jul-21	36'					
18-Aug-22	36'-4"					
19-Sep-22	36'-6"	8.7*	5.63	8.98	94	59
9-Oct-22	36'-6"					
			1"			







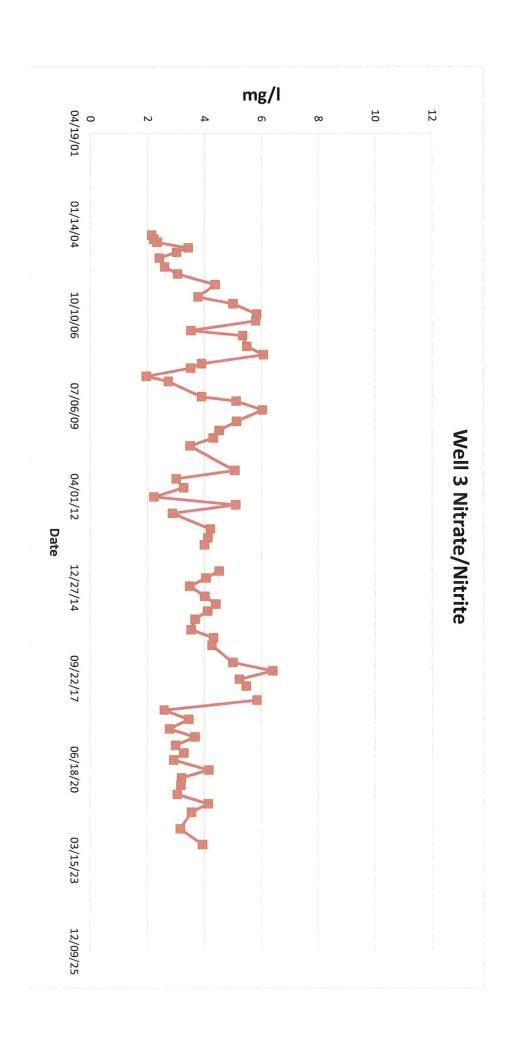


Well #3

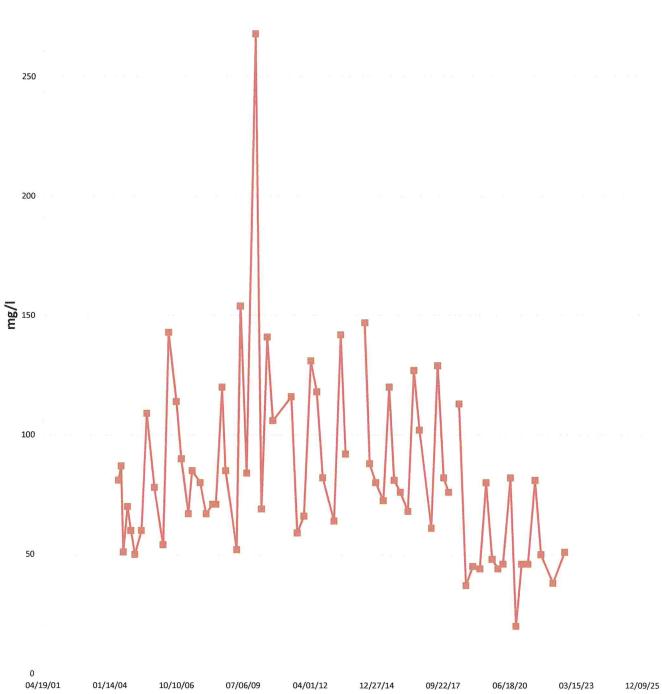
Date	Depth	Water	Water	Nitrate/	Chloride	Total
2021	of Well	Temp	рН	Nitrite	mg/L	Coliform
		*C		mg/L		per 100 ml
17-Jan-21	18'					· ·
7-Feb-21	18'-2"					
15-Mar-21	18'-5"	6.5*	5.21	3.05	46	Contaminated
15-Apr-21	18'					
2-May-21	17'-9"					
28-Jun-21	17'-6"	10.2*	7.13	4.14	81	
25-Jul-21	18'-4"	•				
15-Aug-21	19'					
28-Sep-21	19'	10.6*	7.05	3.55	50	
1-Oct-21	18'-6"					
14-Nov-21	18'					

Well #3

Date 2022	Depth of Well	Water Temp	Water pH	Nitrite	Chloride mg/L	Total Coliform
		*C		mg/L		per 100 ml
23-Jan-22	17'					
27-Feb-22	16'-8"					
28-Mar-22	16'-8"	6.8*	5.52	3.16	38	
17-Apr-22	17'					
9-May-22	17'-4"					
5-Jun-22	17-9"					
25-Jul-21	18'					
18-Aug-22	18'					
19-Sep-22	18'-6"	9.6*	5.44	3.94	51	219
9-Oct-22	18'-4"					



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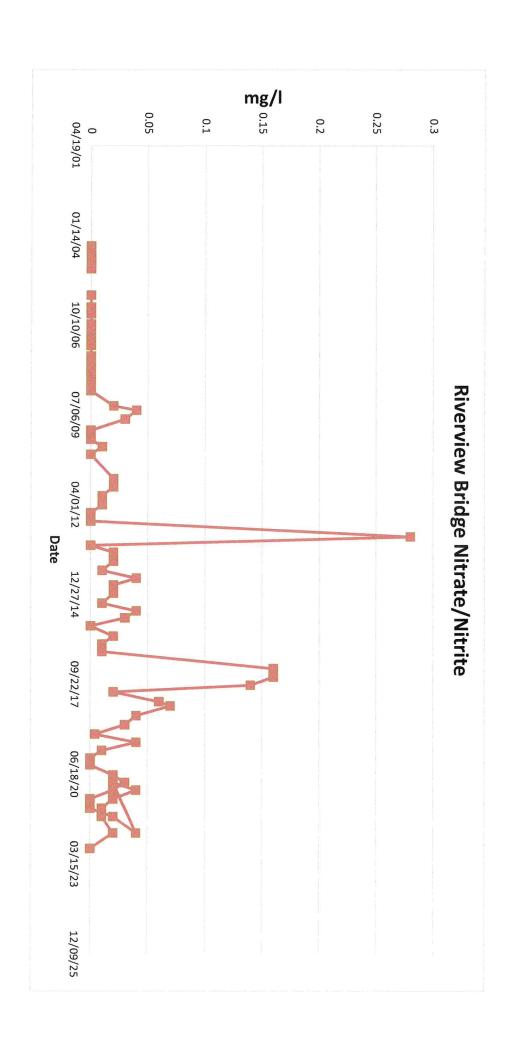
Date

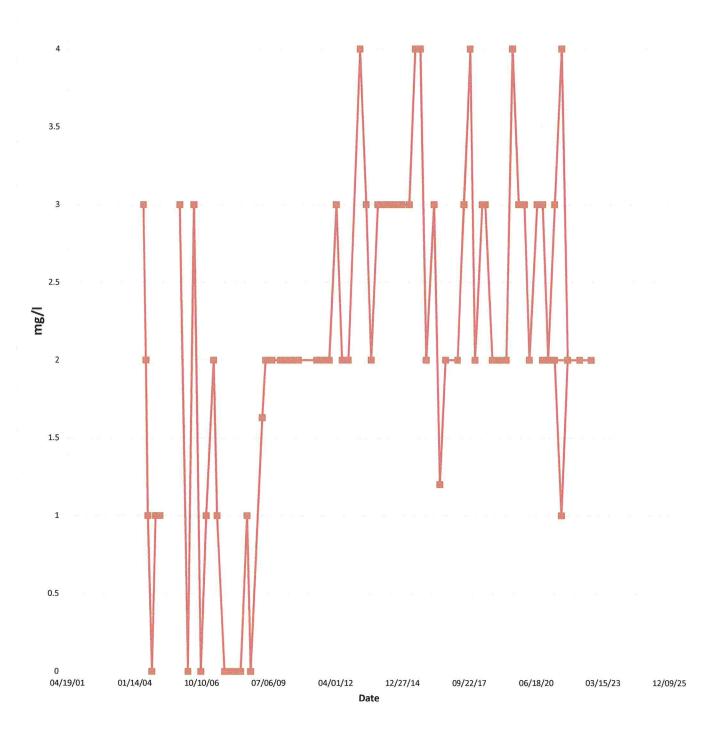
Riverview Bridge

Date	Water	Water	Nitrate/	Chloride	Total	Ecoli
2021	Temp	pН	Nitrite	mg/L	Coliform	
	*C		mg/L		per 100 ml	per 100 ml
15-Mar-21	3.3*	6.15	0.02	2	98	Contaminated
28-Jun-21	24*	6.77	0.01	. 1	1,940	10
27-Sep-21	17.7*	7.13	0.01	2	906	10

Riverview Bridge

Date	Water	Water	Nitrate/	Chloride	Total	Ecoli
2022	Temp	рН	Nitrite	mg/L	Coliform	
	*C		mg/L		per 100 ml	per 100 ml
28-Mar-22	4.6*	6.86	0.02	2	52	<10
19-Sep-22	15.6*	6.04	ND	2	228	10





Seeley Lake Bay

Date	Water	Water	Nitrate/	Chloride	Total	Ecoli
2021	Temp	рН	Nitrite	mg/L	Coliform	
	*C		mg/L		per 100 ml	per 100 ml
15-Mar-21	0.5*	7.2	0.05	7	97	Contaminated
28-Jun-21	22*	6.87	0.01	2	388	<10
27-Sep-21	10.3*	7.04	ND	2	10	<10

Seeley Lake Bay

Date	Water	Water	Nitrate/	Chloride	Total	Ecoli
2022	Temp	рН	Nitrite	mg/L	Coliform	
	*C		mg/L		per 100 ml	per 100 ml
28-Mar-22	5.1*	7	ND	2	85	20
19-Sep-22	17.6*	6.59	ND	2	63	<10

Lions Club

Date	Water	Water	Nitrate/	Chloride	Total	Ecoli
2021	Temp	pН	Nitrite	mg/L	Coliform	
	*C		mg/L		per 100 ml	per 100 ml
15-Mar-21	0.02	5.5	0.02	8	8700	<10
28-Jun-21	17.2*	6.51	ND	39	2,610	98
27-Sep-21	10.3*	7.42	ND	62	17300	<10

Lions Club

Date	Water	Water	Nitrate/	Chloride	Total	Ecoli
2022	Temp	pН	Nitrite	mg/L	Coliform	
	*C		mg/L		per 100 ml	per 100 ml
28-Mar-22	0.2*	5.09	0.08	16	410	<10
	VENIMAL -					
19-Sep-22	16.3*	5.85	ND .	80	>24,200	197