

**AGENDA
ANACONDA-DEER LODGE COUNTY
COMMISSION MEETING
6 PM TUESDAY, AUGUST 4, 2020
WEBEX CONFERENCE**

Everyone is respectfully asked to follow these few Commission Rules of Procedure:

- **Please turn off or silence all cell phones and electronic devices that you are not using for this meeting.**
- **Please mute microphones unless you are speaking to eliminate background noise.**
- Call in users will be on mute until discussion or public comment
- **Please address all comments to the Commissioners and state your full name and address**
- Be courteous to all participants, allow one speaker to speak at a time
- **If able please use the raise the virtual hand when appropriate to speak and then un-raise your hand**
- If you can use the chat box, please send in questions and comments.
- **Be Mindful that all participants will be able to hear and see everything, and the meetings are recorded**

Webex Meeting

Meeting Number: 925464969

Meeting password: ADLC0420

Join by phone: +1-855-797-9485 US Toll free (Will require Meeting Number listed above)

Join from a video system or application:

Dial 925464969@montana.webex.com

You can also dial 173.243.2.68 and enter your meeting number

Join using Microsoft Lync or Microsoft Skype for Business:

Dial 925464969.montana@lync.webex.com

- I. **Approval of Minutes from the Commission Meeting of July 21, 2020, Special Commission Meeting of July 23, 2020 Commission Work Session Meeting of July 28, 2020, and the Special Commission Meeting of July 28, 2020.**

At this time the Commission could take action to approve the minutes from the Commission Meeting of July 21, 2020, Special Commission Meeting of July 23, 2020 Commission Work Session Meeting of July 28, 2020, and the Special Commission Meeting of July 28, 2020.

- II. **Approval of Claims**

At this time, the Commission could take action to authorize the payment of claims numbered XXXXXX through XXXXXX in the amount of \$XXXXXX.XX

At this time the Commission could take action to approve the claims.

- III. **Reports of Boards, Committees and Officials**

- Commissioner Mike Huotte:
- Commissioner Steve Gates:
- Commissioner Paul Smith

- Commissioner Terry Vermeire:
- Commissioner Kevin Hart:
- CEO Bill Everett:
- CA Ben Krakowka:

IV. Public Hearing

- A. This public hearing is with regard a Major Development Permit Application (MDP)/Urban Area Planned Unit Development (UAPUD) for the East Yards.**

V. Unfinished Business

- A. Major Development Permit Application (MDP)/Urban Area Planned Unit Development (UAPUD) for the East Yards.**

At this time the Commission could take action to approve the Major Development Permit Application (MDP)/Urban Area Planned Unit Development (UAPUD) for the East Yards.

- B. Ordinance No. 262, An Ordinance Creating an Economic Development Advisory Board and Establishing Its Powers and Duties.**

At this time the Commission could take action to approve Ordinance No. 262, An Ordinance Creating an Economic Development Advisory Board and Establishing Its Powers and Duties.

- C. Resolution 20-17, A Resolution to Place on the General Election Ballot a Question for Determination by the Qualified Electors of Anaconda-Deer Lodge County for the Levying of Twelve (12 mills) Permanent for the Operation of the Hearst Free Library**

At this time the Commission could take action to approve Resolution 20-17, A Resolution to Place on the General Election Ballot a Question for Determination by the Qualified Electors of Anaconda-Deer Lodge County for the Levying of Twelve (12 mills) Permanent for the Operation of the Hearst Free Library.

- D. Resolution 20-18, A Resolution to Place on the General Election Ballot a Question for Determination by the Qualified Electors of Anaconda-Deer Lodge County for the Levying of Four (4) Mills Providing for the Operation of the Anaconda-Deer Lodge County Head Start.**

At this time the Commission could take action to approve Resolution 20-18, A Resolution to Place on the General Election Ballot a Question for Determination by the Qualified Electors of Anaconda-Deer Lodge County for the Levying of Four (4) Mills Providing for the Operation of the Anaconda-Deer Lodge County Head Start.

- E. Head Start is seeking approval to submit a Grant Application into the regional office for the purchase of the Dwyer School Building.**

At this time the Commission could take action to approve Head Start to submit a Grant Application into the regional office for the purchase of the Dwyer School Building.

F. FY 2021 Extension Service Agreement between Montana State University Extension and Anaconda-Deer Lodge County.

At this time the Commission could take action to approve FY 2021 Extension Service Agreement between Montana State University Extension and Anaconda-Deer Lodge County.

G. 2019 Volunteer Fire and Rural Fire Assistance Grant.

At this time the Commission could take action to approve the 2019 Volunteer Fire and Rural Fire Assistance Grant.

H. 2020 Volunteer and Rural Fire Assistance Grant

At this time the Commission could take action to approve the 2020 Volunteer and Rural Fire Assistance Grant.

I. Updated Lease Agreement between Anaconda-Deer Lodge County Public Health and the Anaconda Local Development Corporation

At this time the Commission could take action to approve the Updated Lease Agreement between Anaconda-Deer Lodge County Public Health and the Anaconda Local Development Corporation.

J. Contract between Pintler Pets and Anaconda-Deer Lodge County

At this time the Commission could take action to approve the Contract between Pintler Pets and Anaconda-Deer Lodge County.

K. Phase I/II Assessment of the Hotel Parcel in the East Yards.

At this time the Commission could take action to approve Phase I/II of the Hotel Parcel in the East Yards

L. Request for Reappointment by Scott Swan to the Anaconda-Deer Lodge County Library Board

At this time the Commission may take action to appoint or reappoint a member to the Anaconda-Deer Lodge County Library Board

VI. NEW BUSINESS

A. Agreement Between Anaconda-Deer Lodge County and Local No. 100 International Association of Firefighters- July 1, 2020 – June 30, 2021

At this time the Commission may take action to approve the Agreement Between Anaconda-Deer Lodge County and Local No. 100 International Association of Firefighters- July 1, 2020 – June 30, 2021

B. BUY/SELL Agreement with Mike Johnson "Show Me Anaconda" for the sale of the lots in the East Yards.

At this time the Commission may take action to approve the BUY/SELL Agreement with Mike Johnson "Show Me Anaconda" for the sale of the lots in the East Yards.

C. Resolution No. 20-20, A Resolution to Place on the General Election Ballot A Question For Determination By The Qualified Electors of Anaconda-Deer Lodge County For The Levying of One (1) Mill to Fund Special Transportation Services for Senior Citizens and Persons with Disabilities.

At this time the Commission may take action to approve Resolution No. 20-20, A Resolution to Place on the General Election Ballot A Question for Determination By The Qualified Electors of Anaconda-Deer Lodge County For The Levying of One (1) Mill to Fund Special Transportation Services for Senior Citizens and Persons with Disabilities.

D. Resolution No. 20-21, A Resolution to Place on the General Election Ballot A Question For Determination By The Qualified Electors of Anaconda-Deer Lodge County For The Levying of One (1) Mill To Fund To Maintain Recreational, Educational, and Other Activities of the Elderly and To Levy One (1) Mill For The Support Of This Fund.

At this time the Commission may take action to approve Resolution No. 20-21, A Resolution to Place on the General Election Ballot A Question For Determination By The Qualified Electors of Anaconda-Deer Lodge County For The Levying of One (1) Mill To Fund To Maintain Recreational, Educational, and Other Activities of the Elderly and To Levy One (1) Mill For The Support Of This Fund.

VII Miscellaneous

- Commissioner Mike Huotte:
- Commissioner Steve Gates:
- Commissioner Paul Smith
- Commissioner Terry Vermeire:
- Commissioner Kevin Hart:
- CEO Bill Everett:
- CA Ben Krakowka:

VIII Public Comment – This is the time for members of the public to comment on items **NOT** appearing on this agenda that **fall within the Commission's jurisdiction.**

IX. Public Meeting Dates

X Adjournment

2020
Anaconda-Deer Lodge County Public Meetings

PHASE II: Boards are to limit group size (less than 50) and maintain social distance.

Board Vacancies can be viewed on the A-DLC website: <https://adlc.us>

August 3, 2020 - 4:30 p.m. Hearst Free Library Board of Trustees
Hearst Free Library – 401 Main St.

August 3, 2020 - 5:30 p.m. Old Works Golf Course Board Meeting
Community Service Center – 3rd Floor Conference Room- 118 E. 7th St.

August 4, 2020 - 6 p.m. Commission Meeting

Webex

For more information on how to obtain a direct link phone the CEO office at 563-4000 or email your request to lsturm@adlc.us

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August 5, 2020 - 7 p.m. West Valley Volunteer Fire Department Board Meeting
West Valley Fire Hall

August 6, 2020 - p.m. Potential Special Commission Meeting

Webex

August 11, 2020 - 6 p.m. Commission Work Session

Webex

August 13, 2020 10:00 a.m. DUI Task Force Meeting
Community Service Center – 118 E. 7th St.

August 13, 2020 - p.m. Potential Special Commission Meeting

Webex

August 13, 2020 - 8:00 p.m. Tri-County Fair Board Meeting
Weed Board Building, 422 Fairgrounds Rd., Deer Lodge

August 13, 2020 - 4:30 p.m. Greenway Service District Board Meeting
Butte Pioneer Technical – 1101 S. Montana St.

**ANACONDA DEER LODGE COUNTY
COMMISSION MEETING
6:00 P.M. TUESDAY, JULY 21, 2020
Webex**

Present: District 1, Commissioner Terry Vermeire, District 2 Commissioner Steve Gates, District 3 Commissioner Kevin Hart (Chair), District 4 Commissioner Paul Smith, District 5 Commissioner Mike Huotte (Vice-Chair), County Attorney Krakowka, Clerk of Commission Lori Sturm and Webex Facilitator Kimberly Richardson.

Excused Absence: CEO Bill Everett

Members of the Press: No Press Present

Members of the Public: Per Webex Sign-In

Commissioner Hart – Roll Call of Commission - Called the meeting to order.

Commissioner Hart performed all votes on the Agenda by roll call of commissioners.

Approval of Minutes

Approval of Minutes from the Commission Meeting of July 7, 2020 the Commission Work Session of July 14, 2020 and the Special Commission Meeting of July 14, 2020.

Rose Nyman – Commented about July 7 Minutes and a notation regarding Robert's Rules. Open meeting laws state public comments must be included. This commission has resisted adopting a form of parliamentary procedure. Feels we should support and encourage individuals making comments.

Dori Skrukud – Name is misspelled in the minutes and would like that corrected.

Commissioner Hart – Would like to see the notation removed from the minutes.

Motion made by Commissioner Gates to take action to approve the Minutes from the Commission Meeting of July 7, 2020 the Commission Work Session of July 14, 2020 and the Special Commission Meeting of July 14, 2020 with corrections; Seconded by Commissioner Smith.

Motion Carried 5-0

Approval of Claims

Motion made by Commissioner Huotte to take action to authorize the payment of claims numbered 134394 through 134497 in the amount of \$931,306.56 Seconded by Commissioner Vermeire.

Motion Carried 5-0

Reports of Boards, Committees and Officials

Commissioner Huotte – Attended the Planning Board Meeting via telephone and it was difficult to hear. Members of the public wanted to speak by phone but were not acknowledged. If we are going to continue with these meetings, we need the proper equipment to conduct the meetings.

Commissioner Smith – Nothing to Report

Commissioner Gates – Also attended the Planning Board Meeting in person. Question are they using Zoom or the Webex.

- Commissioner Hart – It was a call-in meeting, or you could have attended in person.

Commissioner Vermeire – On July 9th I attended the DUI Task Force Meeting which did not have a quorum. Items were discussed but no action was taken. Also attended a meeting in Helena on Monday for the Montana State Land board. They were taking comments and voting over the Garrity/ Stumptown land acquisition that we approved in October and did a letter of recommendation. It was approved unanimously. I also attended the Planning board meeting.

Commissioner Hart – Also attended the Planning board meeting by phone and echo the same concerns as Commissioner Huotte that it was difficult to hear and understand.

CEO Everett – Attended the Planning Board Meeting as well and a couple of meetings with the Department of Transportation. Construction meetings with weekly recaps with our contractors. Working with Senator Daine's office and trying to get through the CARE's act. Senator Daine's is writing this and we are trying to give our influence of what is going to be needed from city/county governments. We were able to purchase laptops for the Commissioners from the CARE's act. Now that meeting are required to be remote, we were able to justify the expense and be reimbursed. Thursday, we go before U.S. Department of Transportation to do a ZOOM presentation on the B.U.I.L.D. Grant for Mill Creek. We are trying to acquire 12 million dollars. We have someone from Senator Daines office, someone from Tester's office, MT DOT, the U.S. Forestry and our Engineers; we have a first-class presentation put together.

County Attorney Krakowka – Attended the DUI Task Force. As Commissioner Vermeire noted we did discuss updates.

PUBLIC HEARING

Proposed Changes to Chapter 24 of the Anaconda-Deer Lodge County, MT Code of Ordinances; known as the Development Permit System. (DPS Regulations)

Carl Hamming – This was a topic that Mr. Grayson covered for us. This is stemming from the Settlement agreement from Atlantic Richfield. There is not a lot of substance to these changes, it is largely updating terms and references. It is minor tweaks to the DPS system.

- Mike Grayson – This is essentially an update. These were Negotiated and discussed by county negotiators with ARCO, then taken to the planning board to review and approve and the

commission has the final say. Tonight, is the public hearing. These have been posted on the county planning department webpage.

Opened Public Hearing @ 6:18 p.m.

No Comments were given during the Public Hearing.

Closed @ 6:19

UNFINISHED BUSINESS

Proposed Changes to Chapter 24 of the Anaconda-Deer Lodge County, MT Code of Ordinances; known as the Development Permit System. (DPS Regulations)

Motion made by Commissioner Vermeire to take action to approve the Proposed Changes to Chapter 24 of the Anaconda-Deer Lodge County, MT Code of Ordinances; known as the Development Permit System. (DPS Regulations); Seconded by Commissioner Gates.

Motion Carried 5-0

Amended Ordinance No. 259, An Ordinance for the Creation of Committee to obtain public input on the sale, distribution and/or use of alcohol on Kennedy Common.

Commissioner Hart – Explained why the Amendments were necessary due to COVID-19 pandemic. The Committee was not able to meet the requirements of the original ordinance for meeting and reporting to the commission.

Motion made by Commissioner Gates to take action to approve Amended Ordinance No. 259, An Ordinance for the Creation of Committee to obtain public input on the sale, distribution and/or use of alcohol on Kennedy Common; Seconded by Commissioner Huotte.

Motion Carried 5-0

Resolution No. 20-19, A Resolution Adopting an Updated Building Permit Fee Schedule

Motion made by Commissioner Smith to take action to approve Resolution No. 20-19, A Resolution Adopting an Updated Building Permit Fee Schedule; Seconded by Commissioner Vermeire.

Motion Carried 5-0

Request to Call for a Public Hearing on August 4, 2020 for the Major Development Permit Application (MDP) – East Yards

Motion made by Commissioner Huotte to take action to Call for a Public Hearing on August 4, 2020 for the Major Development Permit Application (MDP) – East Yards; Seconded by Commissioner Gates.

Motion Carried 5-0

Request for Proposal (RFP) Historic Preservation Plan.

Motion made by Commissioner Vermeire to take action to approve the Request for Proposal (RFP) Historic Preservation Plan; Seconded by Commissioner Smith.

Motion Carried 5-0

Anaconda-Deer Lodge County Personnel Policy Manual.

Motion made by Commissioner Vermeire to take action to approve the Anaconda-Deer Lodge County Personnel Policy Manual; Seconded by Commissioner Gates.

Motion Carried 5-0

Special Event Permit – Kiwanis Bike Give Away at Kennedy Common, August 22, 2020.

Commissioner Hart – Received the Certificate of Insurance and it looks in order.

Motion made by Commissioner Gates to take action to approve the Special Event Permit – Kiwanis Bike Give Away at Kennedy Common, August 22, 2020; Seconded by Commissioner Vermeire.

Motion Carried 5-0

Greenway Service Proposal to Purchase Real Estate in Silver Bow County.

Commissioner Huotte – After last week's meeting, I talked with Dori and the engineers and was assured there is enough money to cover the costs and complete the project. Also, they discussed vetting the idea of meeting with Opportunity residents to see if their wants have changed. Urge the Commission to approve the purchase.

- CEO Everett – I have worked on this for over a year. Requested financial information in May of 2019 and not getting the information required. The numbers do not add up. I do not believe there is enough money to finish the trail. Unless we receive something in writing stating "We guarantee your trail will be done up to the standards in Butte" I don't think we should do this... I also talked to the NRD and explained the position. Over \$600,000.00 was spent on Maintenance. Are you responsible for maintenance or does it come out of the account? His response was "I don't know." What if we run out of money? . . . his response was "I don't know". He is looking into this. Will there be enough money for the rest area? This is the only time to have some pressure to get financial commitment that the project will be done. We need financial assurance not just a verbal, something real with some weight. Make sure residents get their fair shake. I believe the trail

is an awesome trail. . . but what are we getting? Proposed to see the Commission TABLE this. I asked for the information over 12 months ago. If you pass at this time you will be letting down the residents of Anaconda-Deer Lodge County.

- County Attorney Krakowka – Not unreasonable to have the Commission want to see how the money in the budget is going to work out. Building projects there is often cost overruns, or engineers or builders run into something they were not expecting.
- Dori Skrukud, Project Manager for the Greenway Service District – Not certain what else can be provided to assure that the project will be completed with the same quality as the portions built today. I have provided CEO Everett with a line item description of the remaining elements for the whole corridor. Stated emphatically the money will finish the trail in Anaconda-Deer Lodge County as designed and it will be the same quality as it is along the corridor . . . because we don't want anything less. CEO Everett mentioned that he spoke to Doug Martin. I expressed to Doug and to you tonight the whole premise of the Greenway Corridor is remedy, recreation and use is the result of the "Record of Decision". The "record of decision" balanced the level of remediation and restoration with a long-term management strategy for this corridor. It was cleaned up and this project developed as a result of the "record of decision" for the streamside tailings operable unit. The "Institutional Control Program" which must be funded on a permanent basis as part of the remedy will be coordinated through a joint effort between Butte Silver Bow and Anaconda-Deer Lodge County . This is the responsibility of the Department of Environmental Quality and they will be required to fund this as part of the remedy.
- Dori Skrukud– regarding discussion from the last meeting and would like to respond to a few items.
 1. The County Attorney's made a statement about the money that was spent, and the Anaconda-Deer Lodge County side looked like a "one lane dirt gravel road" Assured you again and again based on the budget that the project will be completed as designed. He may have been looking at the Hall Road and that is not the Greenway Trail.
 2. Robin Mckernan talked about the trail needing to be completed and not the Responsibility of the citizens.
 - a. I agree 100%. The Project will be completed and will not be a responsibility of the citizens because of the "Institutional Controls" management and Maintenance Controls program must be permanently funded, and that is the responsibility of the Department of Environmental Quality
 3. Any trail you see that has been constructed by the Greenway Service District will be the same trail that is constructed in your county. The trail should be the same quality from start to finish. This is not a Butte vs Anaconda issue.

Motion made by Commissioner Huotte to take action to approve the Greenway Service Proposal to Purchase Real Estate in Silver Bow County; NO SECOND WAS PROVIDED.

Commissioner Hart – There is No Second to the motion by Commissioner Huotte.

Motion dies for a lack of a second.

NEW BUSINESS

Memorandum of Understanding between Anaconda-Deer Lodge County and BrightNight, LLC.

CEO Everett – This is a generic recommendation, letter of support ever to be issued. We are for what you do but we are not committed to anything, at any given time this could be cancelled. There is nothing binding.

- Commissioner Hart – Questioned if this is a development of a solar farm?
- CEO Everett – This is one of 6 presented to us. NorthWestern energy has an RFP out for alternative sources of green energy. Everyone under the sun made proposals to NorthWestern Energy. They needed access of land to put the project on. They all wanted letters of commitment. I was not willing to sign a letter of commitment. Once there is a winner of the RFP, we can look at arranging of land through the commission.

Motion made by Commissioner Vermeire to take action to approve the Memorandum of Understanding between Anaconda-Deer Lodge County and BrightNight, LLC; Seconded by Commissioner Gates.

Motion Carried

MISCELLANEOUS –

Commissioner Huotte – Received a call regarding mosquito spraying in the west valley. Do we know if they are doing that this year?

- CEO Everett – I have no say or power over those boards. We have had the same issue with the Opportunity board.
- Commissioner Hart – Could we send a letter requesting what the projects will be for the summer
CEO Everett – Suggested they make a presentation to the Commission.

Commissioner Gates – No Miscellaneous

Commissioner Smith – No Miscellaneous

Commissioner Vermeire – No Miscellaneous

Commissioner Hart – It appears COVID 19 test results are slow to come back. Public Health is probably frustrated. This is something we may need to address at some time. There will be a Special Commission meeting this Thursday at 6:00 regarding the relocation of the NorthWestern Energy Gas line that runs through the East Yards.

CEO Everett – Encourage everyone to go to Kennedy Common it is looking good. The old streetlights from NorthWestern energy lights were replaced with historical lighting. It cleans up the whole area. We received a grant of \$10,000 from a gentleman and his request was that it be put towards the Common, and the money is being used to restore the bandstand. As chairman Hart pointed out about Corona the testing is ridiculous. Gave an example of testing someone on June 9 received results June 20th, not quarantined for 11 days and positive. Test results go to the state lab, the whole country is having issues. Corona is in your community. When I find a test is positive it wont show for 2 to 3 days on the MT register. Encouraged to be cautious, wear a mask.

County Attorney Krakowka – No Miscellaneous

Public Comment

Donna Shewey – Representative of Smelter City Recreation Complex- Provided the Commission of an update after conversation of last week and the planning board meeting. Ken Connors will have a document to the CEO within a week regarding the land. Hopefully the CEO after he reviews it will move it onto a Commission Work Session. Would also like to bring The Bannack group in from Bozeman to do a presentation to explain the feasibility part in the agreement to clear up some of the concerns.

- Commissioner Hart – To be on the Work Session this will have to be put together by Thursday.
- Donna Shewey – Not looking at next Thursday. Ken will have it to the CEO in a week and when he receives it then it could get it on the Work Session.

Rose Nyman – Question regarding informing the public about the Special Commission Meeting . . . Did see the Ad but feels it was generic. It needs to be advertised as to what is being addressed. To meet administrative code and open meeting laws could there be an ad stating that this for the relocation of the NorthWestern energy lines.

- CEO Everett – This has already been taken care of.

ADLC Public Meeting Dates

Commissioner Hart read the meeting dates and times

Adjournment

Meeting was adjourned at 6:58 p.m.

Lori Sturm
Clerk of Commission

Kevin Hart
Commission Chair

**ANACONDA DEER LODGE COUNTY
SPECIAL COMMISSION MEETING
6:00 P.M. THURSDAY, JULY 23, 2020
Webex**

Commissioner Hart – Performed a Roll Call of Commission

Present: District 1, Commissioner Terry Vermeire District 2 Commissioner Steve Gates, District 3 Commissioner Kevin Hart (Chair), District 4 Commissioner Paul Smith, District 5 Commissioner Mike Huotte (Vice-Chair), and Clerk of Commission Lori Sturm

Excused Absence: CEO Bill Everett and County Attorney Krakowka

Commissioner Hart – Roll Call of Commission

Webex Facilitator – Kimberly Richardson

Members of the Press: No Press Present

Members of the Public: Per Webex Sign-In

UNFINISHED BUSINESS

Commissioner Hart – Explained that this was previously approved to relocate the gas line and that this is the document to carry out what was approved by the Commission earlier.

Carl Nyman – Available to answer any questions.

NorthWestern Energy Pipeline Easement, Gas line in the East Yards is being relocated.

Motion made by Commissioner Vermeire to take action to approve NorthWestern Energy Pipeline Easement, Gas line in the East Yards is being relocated; Seconded by Commissioner Huotte

Motion Carried

Miscellaneous - Discussion

- Commissioner Mike Huotte: No Miscellaneous
- Commissioner Steve Gates: No Miscellaneous
- Commissioner Paul Smith No Miscellaneous
- Commissioner Terry Vermeire: No Miscellaneous
- Commissioner Kevin Hart: No Miscellaneous

Public Comment – No Public Comment given

ADLC Public Meeting Dates

Commissioner Hart read the meeting dates and mentioned a Special Commission meeting after the work session on July 28, 2020.

Adjournment

Meeting was adjourned at 6:05 p.m.

Lori Sturm
Clerk of Commission

Kevin Hart
Commission Chair

DRAFT

**ANACONDA DEER LODGE COUNTY
COMMISSION WORK SESSION
6 P.M. TUESDAY, JULY 28, 2020
COURTHOUSE COURTROOM
Webex**

Present: District 1 Commissioner Terry Vermeire, District 2 Commissioner Steve Gates, District 3 Commissioner Kevin Hart (Chair), District 5 Commissioner Mike Huotte, (Vice-Chair), CEO Bill Everett, County Attorney Krakowka, and Clerk of Commission Lori Sturm

Excused Absence: District 4 Commissioner Paul Smith

Webex Facilitator – Kimberly Richardson

Members of the Press: No Press present

Members of the Public: Per Webex

Commission Chair Hart called the meeting to order at 6:00 p.m.

Commissioner Hart – Roll Call of Commission
Reminded that there would be a Special Commission meeting following the work session.

PRESENTATION – West Valley and Opportunity Mosquito Control

Chad Gochanour, Chair of West Valley Board – Informed the Commission about the mosquito fogging, it was fogged last week, scheduled to fog twice this week, and twice weekly for the rest of the summer. Explained that it all depends on the weather.

- **Linda McGillan, Chair of Opportunity Board** – We called for a 1st spay on June 23rd and he was coming on the 24th. On the 24th it was too windy to spray. It cannot be sprayed if it is windy or too late in the evening. On the 26th he was on his way, but his truck broke down. If it is running too late, they must delay because the mosquitoes are not out. It was sprayed on the 20th and there have not been a lot of mosquito's since then. We usually get a lot of calls . . . but so far, we have had no calls. If you have an issue, please call and let us know. We will get on it and get it sprayed.
- **Commissioner Hart** – Sounds like you are on top of things.

PUBLIC HEARING/SECOND READING OF ORDINANCE 262, An Ordinance Creating an Economic Development Advisory Board and Establishing Its Powers and Duties

Commissioner Hart – We went over the proposed ordinance and some people asked for a change from a 7-member board to a 9-member; we requested the planning director and 2 citizens at large. Those comments were heard and acted upon for this second reading.

- **CEO Everett** – We listened to the community and they had some different ideas and those were included.

Commissioner Hart – Opened the meeting for Public Hearing for comment at 6:08.

- **Rose Nyman** – Thanked everyone for the changes that were made. I know that the larger a board gets it is sometimes hard to reach a consensus. I noticed that this ordinance is missing the statement that “Board members shall serve without compensation”. Does anyone know why that was left out? It is usually included when an ordinance creates a county board. Also believes there are too many elected officials but will see how it works out.
- **CEO Everett** – Will get the statement about serving without compensation added.

Public Hearing Closed at 6:12

Resolution 20-17, A Resolution to Place on the General Election Ballot a Question for Determination by the Qualified Electors of Anaconda-Deer Lodge County for the Levying of Twelve (12 mills) Permanent for the Operation of the Hearst Free Library.

CEO Everett – A couple of mills signed every couple of years for the voters to vote on. Usually they vote for about 4 mills, but this is misleading. What people don't realize is that the Library costs us a lot more than 2 mills and actually is about 12 mills per year. This would equate out to about \$150,000 per year. The goal is not to raise more taxes, if we are able to get the 12 mills, there is a direct reduction in the mills that the county asks for from the general taxpayer. The net effect to the taxpayer will be zero. However, the taxpayer will realize the money they are paying will actually be funded for the library and understand that it is not a 2-mill operation but a 12-mill operation. It is very justified and will protect the library for many years to come. Right now, our community is very supportive of the Library. This would provide a concrete financial footing for the next 20 to 30 years. The money they are asking for is still very minimal. I want to restate that if we do get the 12 mills for the Library, we will reduce the mills for the general fund by 12 mills. No increase in tax.

- **Sam Walters, Librarian** – This is a way to lock in the money for the library for the future. This is not going to increase anyone's taxes, but this is something we will have to inform people about.
- **Rose Nyman** - Looking at this, the numbers do not add up. The Library requesting 12 mills has a total of \$39,912; Head start requesting 4 mills has \$53,224. Something is wrong.
- **Sam Walters** - Normally we ask for 3 temporary mills every 2 years which roughly comes to about \$37,000. The other mills that fund the Library come from the general fund. Would like to get this locked in place to get a baseline for the operation.
- **CEO Everett** – What Rose is saying makes sense. We want to do 12 mills and will double check with the treasurer. This should be in the \$120,000 to \$140,000 range.
- **Rose Nyman** – These numbers must be correct to be placed on the ballot.
- **CEO Everett** – Will have to talk with the Treasurer and look at the calculations. Rose you are right on track
- **Commissioner Vermeire** – There is a snafu in the math. The \$39,912 that would be correct if 3 mills was used. Believe a template was used and that number was not changed.

Place on the Agenda

Commissioner Hart – Bill will make sure that we get the corrected figures before next week's meeting.

Resolution 20-18, A Resolution to Place on the General Election Ballot a Question for Determination by the Qualified Electors of Anaconda-Deer Lodge County for the Levying of Four (4) Mills Providing for the Operation of the Anaconda-Deer Lodge County Head Start.

Mandy Boyer, Head Start Director – Asking for this to be on the ballot. This provides help with funding for transportation and building costs. I am asking for this to be placed back on the ballot.

- **Commissioner Hart** – This is the same 4 mills that has been done in the past.

Place on the Agenda

Head Start is seeking approval to submit a Grant Application into the regional office for the purchase of the Dwyer School Building.

Mandy Boyer, Head Start Director – We spoke earlier about Head Start submitting an application for Federal funds to purchase the Dwyer Building to get into a bigger space. If we get the Early Head Start grant; it would be housed there also. This is just getting formal approval from the Commission to submit an application.

- **Commissioner Hart** – Questioned that this is for the Dwyer Primary on Tammany
- **Mandy Boyer** – Yes, we would be purchasing the building from the school district. Requesting the funds from the federal office.
- **CEO Everett** – This is something we have been working on for about 10 months. We had this discussion in D.C. and both US Senators are behind this. I am extremely optimistic we will receive this funding as well as funding to do the necessary improvements. Thanked Mandy for getting this done. It will be a great benefit to the community.
- **County Attorney Krakowka** – Great use of the building.
- **Colleen Riley** – Agree that this is great use of the space. Pleased to see the support of Commissioners, the school district and Head Start.
- **Commissioner Vermeire** – When we had the visit from Mark Heinert (Regional from Denver); we talked about the building and the acquisition. He was positive about the plan and thought it was a good use of the federal money.

Place on Agenda

FY 2021 Extension Service Agreement between Montana State University Extension and Anaconda-Deer Lodge County

CEO Everett – MSU Extension reaches out in a lot of different ways in the community. I stressed when Kimberly came on board . . . I wanted the MSU Extension office to help the youth in our community. Kim is doing a great job at that. During the Corona situation Kimberly was one of the first people to help us, and she is running the meeting tonight. Ask to continue the support for MSU extension and Kimberly herself.

- **Kimberly Richardson, MSU Extension** – Thanked everyone for their graciousness shown through the unprecedented times and all the events that we had to cancel for our youth. We are still trying to go forward with our 4-H plan. Because of the CEO and the Commission . . . because of you I get to continue my job. Our youth has had a lot of heart ache and a lot of things are not happening. We are working with a lot of different coalitions to give them something to look forward to. It is my pleasure to learn from county and be a helping hand. That is the mission of the university . . . to provide field faculty to help in an array of different things. Looking forward to continuing in the community.
- **County Attorney Krakowka**– Kimberly has been doing a good job. Appreciate when she says, “I have an idea and think I can help”. The Webex meetings are a good example.
- **Commissioner Hart** – Kimberly has done a fantastic job for Anaconda-Deer Lodge County not just the normal extension duties but taking care of Webex meetings has been valuable.

Place on the Agenda

2019 Volunteer Fire and Rural Fire Assistance Grant.

RJ Tocher, Fire Chief – Anaconda Deer Lodge County Fire Council has received a 2019 Volunteer Fire and Rural Assistance grant for additional funding totaling \$1000.00 to be used for firefighting equipment. The fire Council consist of the Anaconda Fire Department, and the volunteer departments. (West Valley, Georgetown Lake, Opportunity and Lost Creek). The \$1000.00 would be divided equally between the five departments. Asking for approving the additional funding for the VFA grant.

- **CEO Everett** – In support of this. Thank you, RJ
Place on the Agenda

2020 Volunteer and Rural Fire Assistance Grant

RJ Tocher, Fire Chief – The Council has received the grant for \$12,000 to be used for firefighting equipment. The fire council consists of all the departments in the county. The \$12,000 would be divided equally between the five departments, which would be about \$2,400.00 per department. All departments would be required to pay their share of the \$266.80 match Ask the CEO and Commission to accept the grant and commit the \$266.80 share to meet the Anaconda Fire Department’s share of matching funds.

Place on the agenda.

Updated Lease Agreement between Anaconda-Deer Lodge County Public Health and the Anaconda Local Development Corporation

CEO Everett – This is a contract of expansion of our Public Health Department due to Corona situation. We can get some additional funding as we are using part of the ALDC as a storage facility and the headquarters for our response to COVID epidemic. All funds are being reimbursed dollar for dollar

- **.Leigh Ann Holmes, Public Health** –When we first leased the space, we had 2 options, and we chose the site best suited for a clinic. As COVID started we expanded to the other side for storage. You signed a temporary lease for 6 months. We secured enough funding to continue this lease for

both sides and they (Local Development) agreed to do the upgrades to the other side such as painting and flooring. This is all covered by the grants so no additional expense to the county.

Place on the Agenda

Application for a Major Development Permit (MDP) to operate a septage land business in the East Valley Development District - Request for the Commission to set a Public Hearing Date.

Commissioner Hart – Looking at a Public Hearing of August 18th.

Carl Hamming, Planning Director – This was a Major Development Permit application that came before the planning board last week. Since this was an MDP. . . we had to hold a public hearing. The planning board voted 5-0 to bring to the commission for approval of the application. Explained the reason they had to go through the planning board was because they needed DEQ review/approval and for zoning compliance. That triggers the Planning Board to look at this. The DEQ application requires that they have planning board permission and are following local zoning laws.

Place on the Agenda

Commissioner Hart – Public Hearing on August 18th of 2020.

Contract between Pintler Pets and Anaconda-Deer Lodge County

CEO Everett – We have not had a contract with them for about 9 months. We had some differences on what works for both entities. With the new animal enforcement officer, we believe this will work at these rates. It is in the best interest for the county to continue. We don't put as many animals forth to their services as we used to. It is in the best interest for both entities.

Place on the Agenda

Washington Street (Petition)

CEO Everett – Believes we are premature to discuss this tonight. Would like some legal guidance from MACo as well as outside legal representation. This is a situation that could go bad if not handled properly. I would like some second opinions before going forth.

- **County Attorney Krakowka**– At this point there previously was a problem in that the process wasn't followed in that a petition wasn't filed before it came to the Commission. Now a petition has been filed by AFFCO, we have 30 days for a site examination by Commission. The previous abandonments were not effective, for the road in front of Mr. Puccinellis' house or the road on the other side of the AFFCO fence because there was no petition. AFFCO has now filed a petition asking for this to be opened. Once filed the Commission has 30 days to do examination. After that you can make a decision as what you want to see done, to be abandoned, opened or a dead-end street. That decision will lie with the Commission.

- **Rose Nyman** – Question for Mr. Hamming . . . Refers to the district and what the boundaries are.
- **Commissioner Hart** – Are you looking for the boundaries of the streets in question in the petition?
- **Rose Nyman** – It refers to the district, but it doesn't tell what the district is.
- **Carl Hamming, Planning Director** – For Anaconda Deer Lodge County the entire county is the road district. District refers to the entire county.
- **Rose Nyman**– Questioned if the people who signed the petition must live within a certain number of feet.
- **Carl Hamming, Planning Director** - They just have to live within the road district so just within the county.
- **Rose Nyman** – My opinion is that it is inappropriate for Mr. Krakowka to be involved because of an in-law employed by AFFCO
- **Marilyn Haggan Smith** – When this came up the first time, I commented about this situation, and we talked about notification and how that was being done. I was informed that people were notified door-to-door. The word abandonment and notification did not seem to be fulfilling of obligation of the county toward the citizens.
- **Carl Hamming, Planning Director** – We will be doing written notifications of petitions for road abandonment pursuant with state code. There will be notification of a Public Hearing to abandon a road as well as a written notification of what the Commission decides. Since we did receive a valid petition for reestablishment of road last week that does start the clock for the 30 days. We need to schedule a site visit with one of the Commissioners to adhere to that and then report back to the Commission and be in compliance.
- **Commissioner Hart** – This is the first-time the Commission has seen this and the fact that there is pending litigation it would be premature for the Commission to make comment on this. I believe an attorney by the name of Cindy Walker has been employed to investigate this and we have not heard from Ms. Walker. We need a site visit within 30 days; but we also need a conversation with legal counsel.
- **Commissioner Huotte** – Petitioner is the one with the litigation. I understand the 30 days, but the petitioner is the one with the litigation out there. We should not have 30 days when there is pending litigation on this subject property.
- **Commissioner Gates** – We need to make sure that everything is done correctly. A Commissioner could be with Cindy Walker when they do the site survey.
- **Marilyn Haggan Smith** – What does abandonment really mean?
- **County Attorney Krakowka**– Abandonment means it would cease to be a road and potentially cease to be county property and be privately owned.
 - **CEO Everett** – I would like to schedule a private meeting with the Commissioners, myself and Cindy Walker to get her guidance step-by step. Perhaps we could Schedule a Special Meeting or perhaps during the meeting next Tuesday. I don't know how we could go off-line from the public meeting to a private meeting. I would like you to hear from Cindy directly, but that conversation shouldn't be necessarily public.
 - **Commissioner Hart** – I believe the legal process would be that during the Commission meeting we could break to a closed-door session with the attorney. We could then come back to the open meeting. If the Commission was to take any action it would then be reported. By state law we must record the private conversation and it gets sealed. Could you arrange for Cindy to be with us next week.
 - **CEO Everett** – I will do the best I can.

- **County Attorney Krakowka** – Reported that he sent Cindy and Katie Green an e-mail

Chairman Hart & CEO will do a Referral for Legal Advice

Willow Glenn Road Paving Project

Commissioner Hart - This is also the item on the Special Meeting Agenda after the Work Session

Mike Johnson, Copper Environmental – We are looking to having the Invitation for bids to go out for the construction projects for the Willow Glenn Paving Project. Provided some highlights that the limits of construction would be from the Mill Creek Highway to the Bonneville power substation. This is for dust control and a reduction of maintenance costs. There is a culvert we would look at replacing. Engineer estimate is roughly \$400,000.00. Looking to have the Special Meeting to get through the advertisement process.

- **CEO Everett** – The funding will come out of the Mill Creek TIFID. That TIFID creates about 4 million dollars per year. This will provide dust control for our largest taxpayer which is NorthWestern Energy. My understanding is that they spend literally hundreds of thousands per year on dust filtration for the facility. Hopefully they will see our support of the operation. Mike Johnson and his team have done an amazing job getting this together and another construction job we would like completed this year.

Phase I/II Assessment of the Hotel Parcel in the East Yards.

Elizabeth Erickson, (WET) – So this is the Phase I assessment for the hotel properties, and this is required by the bank to transfer the property. Look and make sure there are no environmental issues that are non-superfund.

- **CEO Everett** – This is part of the process. We are trying to do everything right at a fast pace. This is one part of the development of the East Yards that needs to take place to create the development we all see.
- **Commission Hart** – Are we OK to consider this on the next Business session on August 4th or do we need to have a Special meeting this coming Thursday?
- **Elizabeth Erickson** – Next week is fine.

Place on the agenda for August 4th

Request for Reappointment by Scott Swan to the Anaconda-Deer Lodge County Library Board.

County Attorney Krakowka– Scott will do an excellent job.

Place on the Agenda

Miscellaneous

Commissioner Huotte – Contacted by a resident regarding Fire Lane and Lodgepole Lanes having issues and washing out. Is there anything the road department can do? Informed the Commission that he will not be present next week.

Commissioner Gates – No Miscellaneous but a Question for the Mosquito Board. Do they do any spraying in Anaconda?

- **CEO Everett** – Nothing we have ever done

Commissioner Vermeire – I now have maps of the mosquito districts. A map of Opportunity and West Valley that pay into the mosquito district funds. Our ordinances don't align with those areas and we need to get those in line. Need to get emails and will send them copies of the maps.

Commissioner Hart – Questioned if there were any Updates on COVID for the last few weeks.

- **CEO Everett** – Corona is in the Anaconda Community. We have people quarantined and have a ton of people getting tested but getting the results is frustrating. Almost irrelevant if you get the test results back 12 days later. The state is trying to do better with MSU doing the testing. Ask everyone to wear your mask.

CEO Everett - There are a lot of boards such as the mosquito boards. Receiving complaints about boards is difficult because these people are not our employees. Would like to see the Commission set a 12-month agenda that the boards are given a time to report to the Commission what they are doing.

- Discussion followed between Commissioner Hart and Commissioner Vermeire. They discussed that the Ordinances that creates the boards speaks to the frequency that they need to report. All boards have a requirement to present to the Commission at least once or twice a year. The Boards also need to turn in minutes to the Clerk of Commission within 5 business days after the meeting. The minutes are then kept on file. Commissioner Vermeire clarified that minutes are not minutes until after they are approved, until then they are referred to as meeting notes.

County Attorney Krakowka – No Miscellaneous.

Public Comment

Rose Nyman – Provided a follow-up on Board reports. It usually is stated in the by-laws how often they should report to the Commission. I am as frustrated as the Commission that those reports are not being given. The Historic Preservation Board has been good about providing reports but that is one of the few.

Mike Grayson – We are nearing completion of the Buy/Sell agreement with Mike Johnson and “Show me Anaconda” for the sale of the lots in the east yards. That needs to be put before the Commission for approval. Hopefully by the end of the week that will be completed. Would like it on the county website and would like it on the meeting next week for a vote. We would like to close by August 7th. Another thing that requires Commission approval for CEO to sign.

Commissioner Hart - We could get that on next weeks agenda under New Business. Could be placed on the website for the public to review.

Place on next week's agenda under New Business, have on the website for the public to review.

CEO Everett – Sounds like a great idea. Lori will have on the agenda for next week.

ADLC Public Meeting Dates

Commissioner Hart read the meeting dates and times

Commissioner Hart – Reminder of the Special Commission meeting for action on the Willow Glenn Paving Project following the Work Session

Adjournment

Meeting adjourned at 7:16 p.m.

Lori Sturm
Clerk of Commission

Kevin Hart
Commission Chair

DRAFT

**ANACONDA DEER LODGE COUNTY
SPECIAL COMMISSION MEETING
6:00 P.M. TUESDAY, JULY 28, 2020
Webex**

Commissioner Hart – Performed a Roll Call of Commission

Present: District 1, Commissioner Terry Vermeire District 2 Commissioner Steve Gates,
District 3 Commissioner Kevin Hart (Chair), District 5 Commissioner Mike Huotte, (Vice-Chair),
CEO Bill Everett County Attorney Krakowka, and Clerk of Commission Lori Sturm

Excused Absence: District 4 Commissioner Paul Smith

Webex Facilitator – Kimberly Richardson

Members of the Press: No Press Present

Members of the Public: Per Webex Sign-In

UNFINISHED BUSINESS

Willow Glenn Road Paving Project

Motion made by Commissioner Gates to take action to approve the Willow Glenn Road Paving Project; Seconded by Commissioner Huotte.

Motion Carried 4-0

Miscellaneous - Discussion

- Commissioner Hart – Asked if there were any additional Miscellaneous comments, none were given.

Public Comment – No Public Comment given

ADLC Public Meeting Dates – Dates and times were read at the Work Session

Adjournment Meeting adjourned at 7:18 p.m.

Lori Sturm
Clerk of Commission

Kevin Hart
Commission Chair



ANACONDA-DEER LODGE COUNTY
MAJOR DEVELOPMENT PERMIT APPLICATION (MDP)/
URBAN AREA PLANNED UNIT DEVELOPMENT (UAPUD)
(Please Fill Out Entire Application)

**ABOLUTELY DO NOT BEGIN PROJECT UNTIL ALL PAPERWORK IS FINALIZED AND
PHYSICAL PERMIT HAS BEEN OBTAINED**

Date of Application: 6-29-20 Major Development Permit #: _____

Permit Received By: _____ Date of Receipt: _____

Urban Area Planned Unit Development Permit #: _____

PROPERTY OWNER CONTACT INFORMATION

Property Owner: Show Me Anaconda, LLC

Mailing Address: PO Box 3897 City: Butte State: MT Zip: 59702

Phone/Mobile #: 406-490-9556 E-Mail: mike@showmemt.com

Physical Address of Project Property: _____

CONTRACTOR/DEVELOPER/PERSON DOING THE WORK CONTACT INFORMATION

CONTRACTOR MUST HAVE AN ACTIVE BUSINESS LICENSES IN ANACONDA-DEER LODGE COUNTY

DOES CONTRACTOR HAVE A BUSINESS LICENSE IN ADLC: Yes: No: IN PROCESS

Year License Last Renewed: _____ License #: _____

Contractor: AMI Self: _____

Mailing Address: 53 4th Ave EN City: Kalispell State: MT Zip: 59901

Phone/Mobile #: 406-270-9303 E-Mail: kevin@ami-mt.com

General Project Description: 74 unit hotel with Convention center and attached restaurant

More Than One (1) Cu Yd. of Soil Disturbed: Yes No

More than Five (5) Cu Yds of Soil Disturbed: Yes No

Anticipated Start Date: 8-1-2020 Anticipated Completion Date: 7-1-2020

I do hereby acknowledge that all information on this application and on the attached plans is true and correct, and that the activity or development permitted will be conducted in full compliance with all ordinances of Anaconda-Deer Lodge County, as well as all state and federal laws. The activity or development will be in full compliance with any and all conditions imposed on the approval of this permit and that the permit and conditions imposed are binding on future owners of the subject property and on future building permits issued for this site.

X [Signature] 6/29/2020
Property Owner/Representative Date



**ANACONDA-DEER LODGE COUNTY
 MAJOR DEVELOPMENT PERMIT APPLICATION (MDP)/
 URBAN AREA PLANNED UNIT DEVELOPMENT (UAPUD)
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PROJECT DESCRIPTION CHECKLIST

DESCRIPTION	YES	NO	ADDITIONAL COMMENTS/REMARKS
Demolition			Typical - Refer to Attached Schematic Drawings
Buildings		✓	
Infrastructure (Driveways, Sidewalks, Etc.)		✓	
Trees/Shrubs		✓	
Excavation			
Footings	✓		
Foundation	✓		
Posts/Poles	✓		
Install/Repair Water Line	✓		
Install/Repair Well		✓	
Install/Repair Sewer	✓		
Install/Repair Septic System		✓	
Install/Repair Electric Service	✓		
Install/Repair Gas Line	✓		
Install/Repair Telephone Line (Land Line)	✓		
Other: <u>Stormwater</u>	✓		
Grading			
Access Road	✓		
Driveway	✓		
Sidewalks	✓		
Parking Lot	✓		
Landscaping			
Revegetation	✓		
Sod		✓	Planned to seed
Trees/Shrubs	✓		
Garden for Food		✓	
Irrigation System	✓		
Fencing			
Removed/Installed/Both		✓	
Ground Signs	✓		
Removed/Installed/Both			
Soils			
Will Soil Be Removed From Site?	✓		
If So, Where Will This Be Discarded?			TBD - Suitable site
How Much Soil Will Be Removed?			Pending Geotechnical - likely several hundred yards
Will Soil Be Brought To Site?	✓		
If So, Where Will This Be Obtained?			TBD - Suitable Site
How Much Soil Will Be Brought In?			Pending Geotechnical - likely several hundred yards
Additional Comments:			



ANAACONDA-DEER LODGE COUNTY
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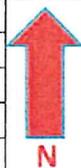
PLEASE REFER TO ATTACHED DRAWINGS

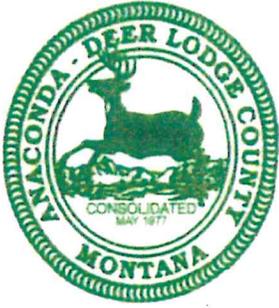
SITE PLAN DRAWING

DIMENSIONS MUST BE PROVIDED

IF BUILDING PERMIT IS NEEDED, ENGINEERED DRAWINGS WOULD BE ACCEPTED

	SAMPLE	
	1 square = _____	





ANACONDA-DEER LODGE COUNTY
MAJOR DEVELOPMENT PERMIT APPLICATION (MDP)/
URBAN AREA PLANNED UNIT DEVELOPMENT (UAPUD)
(Please Fill Out Entire Application)

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CONSENT FOR ACCESS TO PROPERTY FOR THE PURPOSE OF ENVIRONMENTAL SAMPLING

In support of Anaconda-Deer Lodge County's (ADLC) Interim Institutional Controls Program, ADLC would like your consent to collect samples on your property. Please fill out the information below and return with your Administrative Permit Application.

I, MIKE JOHNSON (printed name), **property owner** of the property located at

EAST YARDS DEVELOPMENT, Anaconda, MT 59711, give my consent for employees

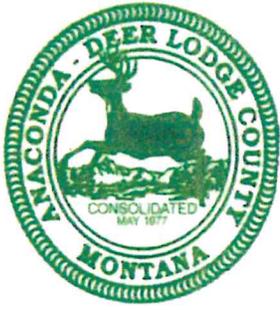
and/or representatives of ADLC to access my property for the purpose of collection of soil samples. I understand that

these actions are undertaken by EPA pursuant to its responsibilities under the Comprehensive Environmental

Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. 9601 et seq (also known as Superfund).

X 
Property Owner/Representative

6/29/20
Date



ANAACONDA-DEER LODGE COUNTY
MAJOR DEVELOPMENT PERMIT APPLICATION (MDP)/
URBAN AREA PLANNED UNIT DEVELOPMENT (UAPUD)
(Please Fill Out Entire Application)

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PHYSICAL PERMIT HAS BEEN OBTAINED**

ADMINISTRATIVE REVIEW (Staff Use Only)

Legal Description of Property: _____

Geocode: _____

Assessor: _____

Development District(s): _____

Is the subject property impacted by a flood plain? Yes ___ No ___

This permit will also require:

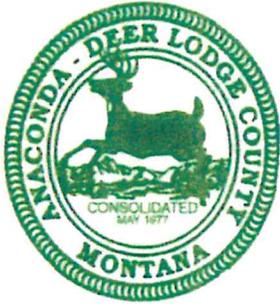
Building Permit: _____

Demo Permit: _____

Driveway Approach Permit: _____

Well Permit: _____

Septic Permit: _____



**ANACONDA-DEER LODGE COUNTY
MAJOR DEVELOPMENT PERMIT APPLICATION (MDP)/
URBAN AREA PLANNED UNIT DEVELOPMENT (UAPUD)
(Please Fill Out Entire Application)**

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**ANACONDA-DEER LODGE COUNTY SMELTER SUPERFUND SITE
INSTITUTIONAL CONTROLS/COMMUNITY PROTECTIVE MEASURES PROGRAM
*For Your Information***

Incidental Mine Waste Notice

Residents and property owners in Anaconda-Deer Lodge County need to be aware that the area includes many historic mining districts that may contain hazardous waste. These sites include the Anaconda Smelter Superfund and Georgetown Railroad Superfund sites as well as many other abandoned mined areas in the county. If during excavation and development activities you locate potential mine waste or suspicious materials, ADLC recommends you do the following:

- Cease all activities which might expose yourself, others, or your animals to potential waste until an investigation by a qualified professional is conducted and the site is determined to be safe.
- Contact the ADLC Superfund Department at (406) 563-7476 or the ADLC Planning Department at (406-563-4010). In the event, ADLC does not have jurisdiction of the site, you will be directed to the appropriate agency.
- Common smelting waste includes black slag and cinders, pale yellow and orange tailings, white/gray powdery ash material, and rocks with a scaly green deposit on the surface.

If you require further assistance, please contact the ADLC Planning Department at (406) 563-4010. ADLC's Superfund experts as well as other county staff will do their best to either assist you or direct you to the appropriate party for assistance.

Superfund Soil Repository

Some projects in Anaconda-Deer Lodge County may involve contaminated soil that may need to be placed in the Superfund Soil Repository. After reviewing your application, the county and Superfund will determine if special soils handling is required and you will be given written instructions by Superfund on how to handle the soils and they will guide you through the process.

Placement of soil in the repository must be part of an approved Administrative Development Permit and Institutional Controls Work Plan. The Superfund Coordinator (406) 563-7476, must be contacted at least 24 hours in advance of beginning excavation. The repository is generally open Monday through Friday, 7 a.m. to 4 p.m. and some seasonal hours may apply.

Only Superfund-related contaminated soil, mining millings, or smelting waste material may be placed in the repository.

A pre-entry briefing is required prior to placing soil and the Superfund Coordinator must be notified at the beginning and the end of each day's hauling activities.

Personal safety equipment is required for all drivers and passengers.

**ANACONDA DEER LODGE COUNTY
ORDINANCE NO. 262**

**AN ORDINANCE CREATING AN ECONOMIC DEVELOPMENT ADVISORY BOARD
AND ESTABLISHING ITS POWERS AND DUTIES**

**BE IT ORDAINED BY THE COMMISSION OF ANACONDA-DEER LODGE COUNTY AS
FOLLOWS:**

- I.** The Code of Ordinances, Anaconda-Deer Lodge County, Montana chapter 2, article II, Division 5, Subdivision XXII, Section 2-728 shall be repealed and replaced with the following language to read as follows:

Sec. _____ . PURPOSE.

1. **Purpose.** The purpose of the Economic Development Advisory Board shall be to implement and oversee the Economic Development and related provisions of the Remedy Coordination, Funding, and Settlement Agreement between Anaconda-Deer Lodge County (A-DLC) and Atlantic Richfield Company (AR) that was executed on June 12, 2020. The Board shall advise the Commission, and assist with development of certain areas of A-DLC, and collaborate with citizens to ensure the economic growth of A-DLC.

- II.** The Code of Ordinances, Anaconda-Deer Lodge County, Montana chapter 2, article II, Division 5, Subdivision XXII, Section 2-729 shall be repealed and replaced with the following language read as follows:

Sec. _____ . POWERS and DUTIES.

2. **Powers and Duties.** The Economic Development Advisory Board shall adhere to the relevant economic development provisions of the Remedy Coordination, Funding and Settlement Agreement, which include (but may not be limited to) Sections 5.2.8, 5.2.9, 5.2.10, 5.10.7, and 5.10.8.

A. Adopt bylaws for its internal operation. Said bylaws shall be kept on file with the Clerk of Commission.

- III.** The Code of Ordinances, Anaconda-Deer Lodge County, Montana chapter 2, article II, Division 5, Subdivision XXII, Section 2-730 shall be repealed and replaced with the following language read as follows:

Sec. _____ . JURISDICTION.

3. Jurisdiction. The Economic Development Advisory Board shall advise the Commission on economic development activities associated with certain provisions of the Remedy Coordination, Funding and Settlement Agreement within A-DLC. The principal mission is to consider proposals and recommend funding allocations to the Commission from the Economic Development Trust Account as provided in the settlement agreement. The A-DLC Board of Commission shall have final approval of any Board recommendations.

IV. The Code of Ordinances, Anaconda-Deer Lodge County, Montana chapter 2, article II, Division 5, Subdivision XXII, Section 2-731 shall be repealed and replaced with the following language read as follows:

Sec. _____ . **MEMBERSHIP.**

4. Membership. There shall be **nine (9) members** of the Economic Development Board. A quorum shall consist of **five (5) members**. The members shall be appointed by the Commission in accordance with the following:
- a. Two (2) representative from the Board of County Commission for Anaconda-Deer Lodge County appointed for a three-year term
 - b. Chief Executive Officer or his/her designee appointed for a four- year term
 - c. Planning Director or his/her designee appointed for a four-year term
 - d. One (1) Legal Representative from A-DLC appointed for a four-year term
 - e. One (1) Accounting or Banking Representative from A-DCL appointed for a two-year term
 - f. Director of the Anaconda Local Development Corporation appointed for a two-year term
 - g. Two (2) Citizens at Large that resides in A-DLC appointed to a one-year term

No Commissioner shall serve as Chairman or Vice-Chairman of the Economic Development Advisory Board.

Board members shall serve without compensation.

5. Term of Office. After the initial appointments to the Board, each member of the Board shall serve a four (4) year term.

V. The Code of Ordinances, Anaconda-Deer Lodge County, Montana chapter 2, article II, Division 5, Subdivision XXII, Section 2-732 shall be repealed and replaced with the following language read as follows:

Sec. _____ . **MEETINGS.**

6. Meetings. The Economic Development Advisory Board shall meet at least quarterly and report to the Board of County Commission on an annual basis.

VI. The Code of Ordinances, Anaconda-Deer Lodge County, Montana chapter 2, article II, Division 5, Subdivision XXII, Section 2-733 shall be repealed and replaced with the following language read as follows:

Sec. _____ . EFFECTIVE DATE.

7. Effective Date. This Ordinance shall take effect thirty (30) days after approval.

THEREFORE, BE IT ORDAINED by the Anaconda-Deer Lodge County Commission that this Ordinance be incorporated into the Anaconda-Deer Lodge County Code of Ordinances and become legal and binding.

Kevin A. Hart, Chairperson
Anaconda-Deer Lodge County Commission

APPROVED AS TO FORM AND LEGALITY:

County Attorney

Attest:

Clerk of the Commission

First Reading/Introduction: _____

Second Reading/Public Hearing: _____

Adoption Date: _____

Effective Date: _____

RESOLUTION NO. 20-17

A RESOLUTION TO PLACE ON THE GENERAL ELECTION BALLOT A QUESTION FOR DETERMINATION BY THE QUALIFIED ELECTORS OF ANACONDA-DEER LODGE COUNTY FOR THE LEVYING OF TWELVE (12 MILLS) PERMANENT FOR THE OPERATION OF THE HEARST FREE LIBRARY

WHEREAS, the Board of County Commissioners has received a request from the Hearst Free Library Board to place language on the ballot in the next election on November 3, 2020; and

WHEREAS, the Anaconda-Deer Lodge County Commission wants to have funds available to provide financial support for the Hearst Free Library; and

WHEREAS, Section 22-1-304 (2) (a), MCA, allows a local governing body to act in relation to this request and resolution; and

WHEREAS, the Hearst Free Library Board of Trustees, as part of its budgeting has determined that an additional mill levy in the amount of TWELVE (12) permanent mills is necessary to maintain its current level of service, which is in the public interest, and should be placed before the qualified electors of Anaconda-Deer Lodge County for determination.

WHEREAS, Anaconda-Deer lodge County cannot levy additional mills without the approval of the voters under the current law.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS: by the Board of County Commissioners of Anaconda-Deer Lodge County that the ballot issue be placed before the voters on the ballot of the general election of November 3, 2020. Said ballot measure shall be in the form required by law and shall be in effect for two years.

NOW, THEREFORE BE IT FURTHER RESOLVED: that subject to the approval of the Anaconda-Deer Lodge County Clerk and Recorder and County Attorney, form on the ballot shall be as follows:

Proposed Ballot Language:

The specific purpose of this request is to continue funding for the Hearst Free Library in Anaconda-Deer Lodge County. Should Anaconda-Deer lodge County voters choose to continue the levy of an additional TWELVE (12) permanent mills above the current appropriation for the operation of the Hearst Free Library as allowed by Section 22-1-304 MCA, approximately \$159,672.00 will be generated annually , as each mill is worth approximately \$13,306. This is a permanent levy. The approximate impact on a home valued at \$100,000 is approximately \$16.20 per year. The approximate impact on a home valued at \$200,000 is approximately \$32.40 per year.

- FOR the continued levy of TWELVE (12) permanent mills for the Hearst Free Library.
- AGAINST the continued levy of TWELVE (12) permanent mills for the Hearst Free Library

APPROVED BY THE BOARD OF COMMISSIONERS THIS 4th DAY OF AUGUST 2020.

Kevin Hart, Chairperson
Anaconda-Deer Lodge County Commission

ATTEST:

Lori Sturm
Clerk of the Commission

Elections Administrator

Mill Levy Calculation Verifiacation Sheet

Hearst Free Library

Resolution Number:

Mills Requested:

*Current Year Tax Rate:

*Per M.C.A. 15-6-134 (3) part a, class four property rate

Value of mills requested effect on \$100,000.00 Home *M.C.A 15-10-425

Value of mills requested effect on \$200,00.00 Home *M.C.A 15-10-425

ADLC Treasurer Date

ADLC Clerk of Commision Date

ADLC County Attorney Date

ADLC CEO Date

ADLC CFO - Clerk & Rec Date

Group Representative Date

RESOLUTION NO. 20-18

A RESOLUTION TO PLACE ON THE GENERAL ELECTION BALLOT A QUESTION FOR DETERMINATION BY THE QUALIFIED ELECTORS OF ANACONDA-DEER LODGE COUNTY FOR THE LEVYING OF FOUR (4) MILLS PROVIDING FOR THE OPERATION OF THE ANACONDA-DEER LODGE COUNTY HEAD START

WHEREAS, THE Board of County Commissioners has received a request from the Friends of Anaconda-Deer Lodge County Head Start to place language on the ballot in the next general election on November 3, 2020; and

WHEREAS, the Anaconda-Deer Lodge County Head Start was established in 1967 and is a comprehensive child development program which includes education, parent involvement, health, mental health, nutrition, safety, social services and transportation to pre-school aged children and their families; and

WHEREAS, Friends of Anaconda-Deer Lodge County Head Start request that the voters of Anaconda-Deer Lodge County be given the opportunity to approve or disapprove a four (4) mill levy to generate approximately \$53,224 annually for maintaining and improving services provided to children and families by Anaconda-Deer Lodge County Head Start.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Anaconda-Deer Lodge County that the ballot issue be placed before the voters on the general election of November 3, 2020. Said ballot measure shall be in the form required by law and shall be in effect for two years.

BE IT FURTHER RESOLVED that, subject to the approval of the Anaconda-Deer Lodge County Clerk and Recorder and County Attorney, the form on the ballot shall be as follows:

PROPOSED BALLOT LANGUAGE:

The specific purpose of this request is to increase funding to maintain and improve the Head Start Program in Anaconda-Deer Lodge County. Should Anaconda-Deer Lodge County voters choose to levy an additional four (4) mills, specifically for the Head Start program, approximately \$53,224 will be generated annually, as each mill is worth approximately \$13,306. This is a non-permanent levy for two (2) years duration. The impact of the approximate tax increase on a home valued at \$100,000 is approximately \$5.40 per year. The impact of the approximate tax increase on a home valued at \$200,000 is approximately \$10.80 per year.

- () FOR the additional levy of four (4) mills for the Anaconda-Deer Lodge County Head Start Program.
- () AGAINST the additional levy of four (4) mills for the Anaconda-Deer Lodge County Head Start Program.

Passed and Approved this 4th of August, 2020.

Kevin Hart, Chairperson
Anaconda-Deer Lodge County Commission

ATTEST:

Lori Sturm
Clerk of the Commission

Elections Administrator

Mill Levy Calculation Verifiacation Sheet

Head Start

Resolution Number: 20-18

Mills Requested: 4

*Current Year Tax Rate: 1.3500%

*Per M.C.A. 15-6-134 (3) part a, class four property rate

Value of mills requested effect on \$100,000.00 Home \$ 5.40 *M.C.A 15-10-425

Value of mills requested effect on \$200,00.00 Home \$ 10.80 *M.C.A 15-10-425

ADLC Treasurer  Date 7/21/2020

ADLC Clerk of Commision _____ Date _____

ADLC County Attorney _____ Date _____

ADLC CEO _____ Date _____

ADLC CFO - Clerk & Rec _____ Date _____

Group Representative _____ Date _____

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AGREEMENT

BETWEEN

ANACONDA-DEER LODGE COUNTY

AND

LOCAL NO. 100

**INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS**

JULY 1, 2020 – JUNE 30, 2021

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PREAMBLE

This Agreement is entered into by and between Anaconda-Deer Lodge County, hereinafter referred to as the "Employer" and Local No. 100, International Association of Firefighters, hereinafter referred to as the "Union".

It is the purpose of this Agreement to achieve and maintain harmonious relations between the employer and the union; to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours, and other conditions of employment.

SECTION 1: FORMAL RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Fire Department except the Chief.

During a probationary period as Fire Chief, the Chief shall remain a member in good standing of the Union. If the probationary period is successfully completed, he shall become the permanent Fire Chief, a non-union position.

In the event the Chief does not successfully complete the probationary period, he shall revert to a Union position, and those persons affected shall likewise revert to their earlier rank.

SECTION 2: UNION SECURITY

Union Shop

All present employees who are members of the union on the effective date of this Agreement shall remain members of the Union. Employees hired on or after the effective date of this Agreement shall become members of the Union within thirty (30) days. Employees who fail to comply shall be discharged, provided that prior to such discharge, the employer shall give the employee ten (10) days notice thereof.

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SECTION 3: PAYROLL DEDUCTION

The Employer agrees to deduct the following items from the pay check of each covered employee:

1. Federal Income Tax;
2. State Income Tax;
3. Health Insurance Payments, if any;
4. Union Dues;
5. Accident Insurance Premiums when Authorized by Individual Union Member;
6. Association Dues;
7. Payroll Deduction for Attorney Fees.

The total amount of deductions for Union dues and Association dues shall be remitted by the County Clerk to the Treasurers of the Union and Association respectfully. Each employee shall be given a payroll deduction slip which clearly identifies the amount deducted for each of the items outlined above. The Union agrees to provide the Employer with a voluntary authorization card authorizing deduction of union dues.

SECTION 4: DISCRIMINATION

The Employer agrees not to discriminate against any employee for his activity in behalf of, or membership in the Union.

SECTION 5: UNION BUSINESS

Employees elected or appointed to union office shall be granted reasonable time to perform their union functions, including attendance at conventions, conference, and seminars. It shall be the responsibility of the Union of the employee to provide for his replacement of shift during such absence. A grievance chairman shall be allowed time off for all meetings which shall be mutually set by the Employer and the Union. All of the foregoing items shall be without additional pay, provided however, up to two (2) members of a negotiation team shall be allowed time off with pay for meetings with the employer for the purposes of negotiation this contract and future contracts.

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SECTION 6: BULLETIN BOARDS

The employer agrees to furnish and maintain space for suitable bulletin boards in convenient places in each station and work area to be used by the Union. This board shall be limited for use by the Union for posting Union notices and bulletins.

SECTION 7: PREVAILING RIGHTS

The employer agrees to the following conditions:

- 1. Employer to furnish badges and patches.
- 2. Employer to furnish all fire-fighting equipment and protective clothing.
- 3. Employer to furnish all rags, soap, and wax for trucks, pole, etc.
- 4. Employer to furnish all linen for dormitory.
- 5. Employer to furnish all meals after call-out of four (4) hours.

SECTION 8: RETIREMENT AND DISABILITY

The retirement and disability system provided to the employees shall be as provided by State Law.

SECTION 9: WAGES

In order to maintain the current model of hours worked within the Fire Department and to meet FLSA requirements, twelve (12) hours of FLSA at 0.5 times the FLSA calculated straight time rate for approximately 13.5 overtime periods per fiscal year would be allocated to each firefighter within the unit.

SECTION 10: PERSONNEL REDUCTION

Layoffs shall occur consistent with 7-33-4125, MCA. Layoffs shall not occur unless budgetary restraints such as the loss of revenue mandate that such layoffs should occur to allow the City-County to remain within budget.

The City-County will make a reasonable attempt to retain its manpower level. There will be a minimum staffing of three (3) firefighters per shift who are members of Local 100 if such firefighters are available and willing to work. It is further understood that in

1 the event of manpower layoffs, the Chief will be allowed to perform bargaining unit
2 work if necessary to guarantee the public safety.

3 **SECTION 11: CALL OUT AND OVERTIME PAY**

4 A call-out is defined as a notification to an employee requesting him to perform work of
5 an indefinite duration after the completion of his last shift and before his next regularly
6 scheduled shift.

6 Off-duty firefighters within the unit shall carry pagers and answer structure fires, second
7 run ambulance calls, and any situation that the Shift Commander deems necessary for
8 additional help.

8 In the event that a need for a call-out should occur in the Fire Department because of an
9 emergency, sickness, or other unforeseen condition, his rate of pay is as follows at a rate
10 of time and one-half:

10 Any time up to two (2) hours.....2 hours pay

11 Any time over two (2) hours.....hour for hour pay

12 Overtime wages will be calculated using the following formula:
13 $((\text{Base wage} / 10.5 \text{ shifts per month}) / 24 \text{ hours per shift}) \times 1.5$

13 Standby Pay: Firefighters placed on standby for ambulance transports shall be
14 compensated one (1) hour of overtime at the Section 11 rate of pay to cover the duration
15 of transports less than 50 miles in length one-way, and two (2) hours of overtime at the
16 Section 11 rate of pay to cover the duration of transports greater than 50 miles in length
17 one-way. Each call-out that occurs during a standby shall be compensated according to
18 Section 11.

17 All transports performed by off duty firefighters shall be compensated at the current
18 Section 11 scheduled rate.

19 **SECTION 12: LIABILITY INSURANCE**

20 The employer shall provide adequate liability insurance protection for every member of
21 the bargaining unit in the scope of their employment
22

SECTION 13: SICK LEAVE AND VACATION LEAVE

1
2 The sick leave and vacation time provided to the employees shall be as provided by
3 State Law.

4 Employees will be permitted to transfer sick leave from one employee to another. The
5 receiving employee must have exhausted all accrued sick leave and vacation leave. The
6 contributing employee must make the transfer request in writing and must maintain at
7 least 40 hours of sick leave. The transferred sick leave will not change the receiving
8 employee's employment status. The transferred sick leave is considered forfeited by the
9 contributing employee and additional sick leave must be re-accrued. Employees shall
10 not be coerced, intimidated or adversely persuaded to transfer their accrued sick leave to
11 the receiving employee. Doing so may result in disciplinary action.

12 Vacation time will be selected on a seniority basis, and the Employer agrees to hire
13 extra men as necessary so that each covered employee can take his full vacation during
14 each given year. Upon the posting of the vacation list by the Fire Chief, each employee
15 shall have three (3) days within which to make his selection of dates or shall lose his
16 place in line. The most senior employee shall have first choice of vacation dates, and
17 the choices shall be rotated in accordance with seniority.

18 At the end of each fiscal year, one (1) 24 hour shift personal leave will be granted to
19 each employee that had no time loss due to an on-the-job accident. Leave of this type
20 can only be taken when coverage is approved.

21 Any firefighter that uses less than two (2) 24 hour shifts or less sick leave in any given
22 fiscal year shall receive one (1) 24 hour shift. Any firefighter that uses one (1) 24 hour
shift or less sick leave in any given fiscal year shall receive two (2) 24 hour shifts.
These days must be used within 360 days of issue. Leave of this type can only be taken
when coverage is approved.

In the event that an employee shall choose to split his vacation, he shall make his first
choice and then be placed on the bottom of the seniority roster for his second choice.
This procedure will be repeated depending on how many times the employee splits
vacation time. Vacation time may be split as many times as the employee wishes but
must be used in no less than eight (8) hour increments.

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SECTION 14: SHIFT CHANGES

Employees shall have the right to exchange shifts when the exchange does not interfere with the best interests of the Fire Department as determined by the Fire Chief or Shift Chief, and abuse of such exchange of shifts shall be sufficient to re-open this provision of the contract for further negotiation thereof.

SECTION 15: DEATH IN FAMILY LEAVE

Up to five (5) days of accumulated sick leave may be used to attend the funeral of an immediate family member. Immediate family would include spouse, children, father, mother, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, and members of the employee's household.

SECTION 16: LONGEVITY PAY (SERVICE PAY)

Each member of the bargaining unit shall receive longevity pay of Twenty-Six Dollars and **sixty-four cents (\$26.64)** per month per year of service for the period **August 4, 2020 to June 30, 2021.**

SECTION 17: HOLIDAYS

A. All Employees covered by this Agreement shall be granted the following holidays, to-wit:

- | | | |
|-----|---|-----------------------------|
| 1. | New Year's Day | January 1 |
| 2. | Presidents Day | Third Monday in February |
| 3. | Memorial Day | Last Monday in May |
| 4. | Independence Day | July 4 |
| 5. | Labor Day | First Monday in September |
| 6. | Columbus Day | Second Monday in October |
| 7. | Veterans Day | November 12 |
| 8. | Thanksgiving Day | Fourth Thursday in November |
| 9. | Christmas Day | December 25 |
| 10. | Martin Luther King Day | |
| 11. | State General Election Day | |
| 12. | Heritage Day, to be observed annually on a date determined by the governing body of the City/County | |

- 1 13. Every day declared a legal holiday by the President of the United States,
2 the Governor of the State of Montana, or the County Commissioners of
 Anaconda-Deer Lodge County.
- 3 B. The Employer agrees that all holidays worked will be compensated at the rate of
4 time and one-half. The Employer agrees to allow the Employee time off with
5 pay for the use of these days. Upon the Employer's inability to make time off
6 available for these days to be used, the Employer agrees to let these extra days be
7 carried over until time off with pay can be made to accommodate the request for
 time off. Should the employees fail to make a reasonable request for paid
8 holiday time off; the employer can direct the employee to use the paid holiday
9 time off within the next three (3) months.
- 10 C. Upon requesting holiday, the Chief or Acting Chief shall approve or disapprove
 the request. Upon approval, the holiday requested shall be granted unless the
 Chief or Acting Chief can clearly demonstrate that the grant of the requested
 holiday would adversely affect the department.
- 11 D. Any firefighter working a holiday will receive holiday pay.
- 12 E. Firefighters may, at their discretion, cash out any holiday time they have accrued
 at the rate of straight time pay.

13 **SECTION 18: UNIFORM ALLOWANCE**

14 The Employer shall contribute Eight Hundred **and twelve** Dollars (\$812.00) per member
15 per contract year for uniform purchasing and maintenance. Uniform allowance shall be
16 paid on the first payday in October of each contract year. New hires will be provided a
17 uniform allowance on the date of hire on a pro-rata basis down to a minimum of Three
 Hundred Dollars (\$300.00) not to exceed Eight Hundred **and twelve** Dollars (\$812.00)
 in a contract year.

18 New hires shall receive their first installment immediately in place of next occurring
19 installment. The employee shall be reimbursed the actual cost of damaged or destroyed
20 uniform clothing when such destruction or damage is caused during the performance of
21 duty upon proper application to and approval of the Board of Commissioners.

22

1 Every May 1st of the contract year, Anaconda Professional Firefighter Local 100 will
2 form a Safety Committee to meet with the Anaconda Fire Chief to discuss the needs and
purchasing of Firefighting/EMS equipment.

3 **SECTION 19: HOURS OF WORK**

4 The work cycle shall consist of a regularly occurring 27-day period which need not
coincide with any particular day of the year or pay period.

5 The work day shall consist of one of three shifts (A, B, C) working 24 consecutive
6 hours from 7 a.m. to 7 a.m. in a "Modified Detroit" schedule, resulting in each member
working 216 hours in each 27 day cycle.

7 To satisfy the requirements of the Fair Labor Standards Acts, each bargaining unit
8 member shall be compensated at a rate of 0.5 of; the straight time rate for each of the 12
9 hours that are scheduled above the FLSA 204 hour threshold for each 27 day work
cycle.

10 A floater position may be utilized to cover vacancies created by vacation, sickness,
11 holidays or other unforeseen circumstances. The floater may be assigned to any of the
12 shifts as deemed necessary by the Chief but shall also work based on the Modified
13 Detroit schedule and 27 day duty cycle. The floater schedule shall be posted at least 30
14 days in advance and is only subject to change with a minimum of 48 hours' notice. If
the change in the floater's shift assignment results in exceeding the 216 hour threshold
15 in the 27 day cycle, they shall be compensated at the Section 11 overtime rate for each
hour over 216.

16 If the floater is scheduled for vacation and then transferred or rotated to another shift for
the convenience of the Employer, they shall be allowed vacation for the same time
frame that was previously scheduled.

17 **SECTION 20: FAMILY MEDICAL COVERAGE PROGRAM**

18 During the term of this agreement, the Employer agrees to provide access to a health
19 insurance plan to each full-time bargaining unit member and the insurable dependents
20 thereof. For the purposes of health insurance only, full-time is defined as 30 hours or
more per week. For the term of this Agreement, the Employer shall contribute up to
21 Seven Hundred Fifty Dollars (\$750.00) per full-time bargaining unit member per
month. The entitlement is to the benefit and not to the dollar amount. If the County
elects to increase the monthly contribution for health insurance for employees, those
22 increases will be granted to the members of the bargaining unit for the term of the
contract only.

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SECTION 21: VACANCIES – PROMOTIONS

Whenever the Fire Chief or the officer in charge of a shift is absent for any reason, his position will be filled on a rank basis to be paid at the rate of pay applicable to that rank which is being filled.

The Employer agrees to consider present employees when vacancies occur in the Fire Department. In the event there are two (2) or more qualified employees in the unit applying for the same position, then the selection and placement of the candidate for that position is a function of City-County government or its designee.

SECTION 22: GRIEVANCE PROCEDURE

A grievance shall mean a complaint by an employee or the union that there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement or of established grievance procedure by the employer.

Grievances shall be settled in the following manner:

STEP 1. The Union Grievance Committee, upon receiving written and signed petition, from a member of the bargaining unit, shall determine if a grievance exists. If in their opinion no grievance exists, the Employee may petition the Union as a whole. If the Union as a whole determines no grievance exists, no further action is necessary. The Employer shall be held harmless from any failure, on the part of the Union or its Grievance Committee, to act on an Employee's petition.

STEP 2. If the Union determines that a grievance does exist, they shall with or without the physical presence of the aggrieved employee, present the grievance to the Chief of the Fire Department for adjustment.

STEP 3. If within five (5) business days, the grievance has not been settled, it then shall be submitted to the Chief Executive.

STEP 4. If within five (5) business days, the grievance has not been settled, it then shall be submitted to arbitration for adjustment.

In the event the parties are unable to agree upon the selection of an arbitrator within ten (10) days, the Montana State Board of Personnel

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Appeals shall be requested to provide a list of seven (7) arbitrators from the FMCS or AAA.

1. Upon receipt of the list by the Employer and the Union, in a period not to exceed fifteen (15) days, each party shall alternatively strike one (1) name until only one remains. That person shall be designated the arbitrator.

2. The Arbitrator will schedule a date, time, and place to hear oral presentations from the grievant or representative and the Employer. The findings of this Arbitration Board shall be final and binding on both parties.

Each party shall bear the fees and expenses of the presentation of its case. The fees and expenses of the impartial arbitrator shall be shared equally by the parties. The arbitrator shall not have the authority to modify the Agreement between the parties.

Either party of this Agreement desiring transcripts of arbitration hearings shall be responsible for the costs of such transcripts.

REPRESENTATION

Either party may choose paid or non-paid, legal or non-legal representatives to advance their issues in evidentiary hearings and appeals up to review by the appropriate Court.

SECTION 23: EXTRA SHIFTS

Firefighters will be on an extra shift rotation. All firefighters will be paid at a rate of time and one-half. Each firefighter will be responsible to pick up an extra shift every one and a quarter months. Firefighters will have the opportunity to pass extra shifts to the next man, but in the event no firefighter accepts the extra shift, a mandatory extra shift will be assigned.

SECTION 24: PROBATIONARY PERIOD

The Employer shall have twelve (12) months after employing an employee to determine his competency in any position, covered by this Agreement and may dismiss such

1 employee without cause during this probationary period. Probationary employees will
2 be allowed to use their vacation leave and sick leave after they have completed the first
3 six months of their probationary period. Also, after completion of the one (1) year
probationary period, the employee shall be presented to the governing body for
confirmation within thirty (30) days.

4 **SECTION 25: STRIKE PROVISION**

5 Upon consummation and during the term of this Agreement no firefighter shall strike or
6 recognize a picket line of any labor organization while in the performance of his official
duties.

7 **SECTION 26: SAVINGS CLAUSE**

8 If any provision of the Agreement, or the application of such provision, should be
9 rendered or declared invalid by any court action or by reason of any existing or
10 subsequently enacted legislation, the remaining parts or portions of this Agreement shall
remain in full force and effect.

11 **Agreement Binding on Successors and Assigns on Both Parties**
12 **Regardless of Changes in Management, Consolidation, Merger, Transfer**
Annexation and Location.

13 This Agreement shall be binding upon the successors and assigns of the parties hereto,
14 and no provisions, terms or obligations, herein contained shall be affected, modified,
15 altered, or changed in any respect whatsoever by the consolidation, merger, annexation,
16 transfer or assignment of either party hereto, or affected, modified, altered, or changed
in any respect whatsoever by any change or any kind of the ownership, management, or
either party thereto, or by any change geographically or otherwise in the location or
place of business of either party hereto.

17 **SECTION 27: TRAINING EXPENSES**

18 The employer shall pay expenses for any employee covered by this Agreement who is
19 attending a school or training program with the consent of the Chief Executive and the
shifts of the employee shall be covered by extra man, if necessary.

20 The budget approved for training purposes and allocated to the Fire Department shall be
21 used for that sole and exclusive purpose. Paying extra employees because of the
aforesaid shall be a proper expense to be included in the budget for training purposes.
22

1 **C. POWERS AND DUTIES OF ARBITRATOR FOR FIREFIGHTERS AND**
2 **PUBLIC EMPLOYERS.**

- 3 1. The arbitrator shall establish dates and a place for hearings and may
4 subpoena witnesses and require the submission of evidence necessary to
5 resolve the impasse.
- 6 2. Prior to making a determination on any issue relating to the impasse, the
7 arbitrator may refer the issues back to the parties for further negotiation.
- 8 3. At the conclusion of the hearings, the arbitrator shall require the parties to
9 submit their respective final position on matters in dispute.
- 10 4. The arbitrator shall make a just and reasonable determination of which
11 final position on matters in dispute will be adopted within thirty (30) days
12 of the commencement of the arbitration proceedings. The arbitrator shall
13 notify the Board of Personnel Appeals and the parties, in writing, of his
14 determination.
- 15 5. In arriving at a determination, the arbitrator shall consider any relevant
16 circumstances, including:
- 17 A. Comparison of hours, wages, and conditions of employment of the
18 employees involved with employees performing similar services
19 and with other services generally;
 - 20 B. The interests and welfare of the public and the financial ability of
21 the public employer to pay;
 - 22 C. Appropriate cost-of-living indices;
 - D. Any other factors traditionally considered in the determination of
hours, wages, and conditions of employment.
6. The determination of the arbitrator is final and binding and is not subject
to the approval of any governing body.

19 **D. COLLECTIVE BARGAINING PERMITTED DURING ARBITRATION**

20 Nothing prohibits the parties to the impasse from reaching an agreement prior to
21 the rendering of a determination by the arbitrator.
22

1 E. **STRIKES LIMITED**

2 Strikes are prohibited during the term of any contract and the negotiations or
3 arbitration of that contract.

4 F. **COST OF ARBITRATION**

5 The cost of arbitration shall be shared equally by the public employer and the
6 firefighter's organization or its exclusive representative.

7 **SECTION 30 – EMT ENDORSEMENT INCENTIVE**

8 Contract Year 2020 – 2021:

9	Emergency Medical Technician (EMT)	\$126.88 per month
10	Advanced Emergency Medical Technician With Five Endorsements	\$177.64 per month
11	Advanced Emergency Medical Technician	\$177.64 per month
12	EMT Instructor	\$187.78 per month

13 Employee may not advance or obtain additional endorsements without Fire Chief's
14 approval. Each employee within the Department is eligible to fill one classification
15 only.

16 **SECTION 31 – SEARCH AND RESCUE INCENTIVE**

17 Any member of the International Association of Firefighters Local No. 100
18 participates on a monthly basis in the Anaconda-Deer Lodge County Search and
19 Rescue shall receive \$25.00 per month per Union member. Any Union member that
20 holds an office with Search and Rescue shall receive \$35.00 per month per Union
21 member.

22 **SECTION 32 – PHYSICAL FITNESS INCENTIVE**

Any Firefighter will have the option to perform an MPAT Physical Fitness exam.
Any Firefighter who passes a POST Certified Physical Fitness Test (MPAT) in 6
minutes to 5 minutes 15 seconds shall receive 8 hours of personal time, any
Firefighter who passes a POST Certified Physical Fitness Test (MPAT) in 5 minutes
and 14 seconds to 4 minutes 15 seconds shall receive 12 hours of personal time, any
Firefighter who passes a POST Certified Physical Fitness Test (MPAT) in 4 minutes
and 14 seconds to 3 minutes 31 seconds shall receive 16 hours of personal time.

1 Any Firefighter who passes a POST Certified Physical Fitness Test in 3 minutes and
2 30 seconds or under shall receive 20 hours of personal time. Local No. 100 agrees
3 that the members will take POST Test (MPAT) on off hours at no overtime expense
4 and the personal leave day can only be used when no overtime is caused.

SECTION 33 – MEDICAL EXPENSE REIMBURSEMENT PLAN (MERP)

5 **Beginning August 4, 2020**, with each monthly payroll, the Employer shall make
6 monthly contributions on a pre-tax basis for each employee to the Washington State
7 Council of Fire Fighters (WSCFF) Medical Expense Reimbursement Plan (MERP).
8 The monthly contribution will be \$75.00 (Seventy-Five dollars) per IAFF Local 100
9 member.

10 This trust shall remain separate and apart from any Employer health insurance
11 program unless changed by mutual agreement of the parties to the agreement.

12 DATED THIS 4th DAY OF AUGUST, 2020.

13 ANACONDA-DEER LODGE COUNTY

14 By _____
15 Chief Executive Officer

16 ATTEST:

17 _____
18 Clerk of the Commission

19 LOCAL NO. 100, INTERNATIONAL
20 ASSOCIATION OF FIREFIGHTERS

21 By _____
22 President

23 ATTEST:

24 _____
25 Secretary, Local No. 100, IAF

26 Approved by the Anaconda-Deer Lodge County Commission on the _____ day
27 of _____, 20__.

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APPENDIX A

WAGE AND CLASSIFICATION SCHEDULE
2020-2021

	Annual Base Wage (No FLSA)
A. Probationary Firefighter	\$42,595.24
B. Firefighter	\$46,159.41
C. Firefighter First Class	\$46,828.11
D. Captain	\$47,520.83

AGREEMENT TO SELL AND PURCHASE

This **Agreement to Sell and Purchase** (the “Agreement”) is with respect to the transaction whereby **Show Me Anaconda, LLC**, hereinafter referred to as “BUYER,” agrees to purchase, and **Anaconda Deer Lodge County**, hereinafter referred to as “SELLER,” agrees to sell the below described parcels in the East Anaconda Yards, located in, Anaconda, Montana, 59711.

RECITALS

WHEREAS, SELLER owns a fee interest in certain real property located in Anaconda Deer Lodge County, Montana including that real property more particularly described in Exhibit A, which is attached hereto and incorporated by this reference (the “Property”);

WHEREAS, on the terms and conditions set forth herein, BUYER desires to purchase the Property from SELLER;

WHEREAS, on April 9, 2020, BUYER submitted to SELLER a proposal to construct a hotel on the Property (the “Proposal”), and SELLER accepted the Proposal.

NOW THEREFORE, for good and valuable consideration set forth herein, the adequacy and sufficiency of which is hereby admitted, the parties agree as follows:

1. **INCORPORATION OF RECITALS**

Each and every recital set forth above is true, correct, and constitutes a vital and material part of this Agreement, and is specifically incorporated herein by this reference.

2. **SALE OF LAND**

For the Purchase Price (defined below) and on the terms and conditions set forth herein, SELLER shall grant, sell, transfer, and convey to BUYER the Property in two separate transfers as follows:

- a) Phase 1 Property: At the Phase 1 Closing (defined below), SELLER shall grant, sell, warrant, and convey to BUYER Lots 1A, 1B, 1C, and 1D of the East Yards Frontage Minor Subdivision, Anaconda Deer Lodge County, as will be adjusted by a mutually agreeable boundary relocation currently being conducted, as depicted in Exhibit B which is attached hereto and incorporated by this reference (“Phase 1 Property”). The total acreage of the Phase 1 Property one shall be approximately 14 acres. The current gas line easement through the center of the parcels shall be relocated at SELLER’s expense to a mutually agreeable location at the northern and western edge of the property.

- b) Phase 2 Property: At the Phase 2 Closing (defined below), SELLER shall grant, sell, warrant, and convey to BUYER Lots 1-E, 1-F and 1-G, approximately 6 acres south of the Phase 1 Property (and Union Avenue) along Polk Street ("Phase 2 Property"). The Phase 2 Property will be created as a part of a mutually agreeable subdivision and boundary location and cannot be conveyed until the subdivision process is complete.

3. PURCHASE PRICE / CONSIDERATION

The purchase price for the property shall be \$0.00 but the parties acknowledge and agree the other terms, conditions and obligations of the parties (including without limitation the obligations set forth in paragraph 4 below) provide adequate and sufficient consideration for the transaction contemplated by this Agreement ("Purchase Price").

4. OBLIGATIONS

a) Within thirty-six months from the Phase 1 Closing, BUYER will use reasonable commercial efforts to construct a hotel on site (the "Hotel"). If BUYER does not construct a hotel within the thirty-six month period, SELLER shall have the option to require BUYER to re-convey the Property to SELLER ("Reacquisition Option"). SELLER's Reacquisition Option shall terminate and be of no further force and effect once BUYER constructs the Hotel.

b) After the Phase 1 Closing, BUYER agrees to enter into a mutually agreeable Grant Funding Agreement with SELLER. SELLER agrees issue to BUYER a grant in the amount of \$1,000,000 ("Grant Funding").

c) After the Phase 1 Closing, BUYER agrees to enter into a mutually agreeable Revolving Loan Agreement with SELLER. SELLER agrees to provide a loan to BUYER in the amount of \$2,000,000 (the "Loan") on the following terms. The Loan shall be at a 1% annual interest rate, with annual interest-only payments due on December 31st of each of the first four years, and full repayment of principle and the remaining interest due on December 31st of year five. While the Loan is outstanding, SELLER shall be entitled to have a subordinate security

interest (subordinate to BUYER'S primary third party lender which is currently estimated to be First Montana Bank) in the Property until the Loan is repaid. The 5 year loan term shall begin on the date on which the first advance is made on the Loan.

5. **TILE REVIEW AND DOCUMENTATION.**

a) Phase 1 Property. The following provisions shall apply to Phase 1 Property.

(i) Title Commitment. Upon execution of this Agreement, SELLER shall furnish to BUYER title evidence to the Phase 1 Property in the form of a commitment for a standard owner's policy of title insurance issued by the Closing Agent (the "Phase 1 Commitment") in the amount of \$8,500,000. SELLER shall pay for this policy, and BUYER shall reimburse SELLER for the cost of this policy at closing. Legible copies of all documents underlying any exceptions set forth in the Phase 1 Commitment shall be delivered to BUYER. The Phase 1 Commitment shall show marketable title to the Phase 1 Property in SELLER, free and clear of all liens, charges, encumbrances, leases, and other exceptions, and subject only to the standard and usual printed exceptions and exclusions found in title commitments and/or title insurance policies, including the following (the "Phase 1 Permitted Exceptions"): (a) Reservations and exceptions in patents from the United States or the State of Montana; (b) Easements and rights-of-way of record; (c) Prior mineral and royalty reservations and conveyances of record; (d) Building, use, zoning, sanitary and environmental restrictions, and waivers of record; and (e) Taxes and assessments for the year of conveyance and subsequent years. In addition, SELLER has previously provided BUYER with a copy of applicable restrictive covenants that pertain to the property, which shall be a Permitted Exception. The Phase 1 Permitted Exceptions shall also include any encumbrances or other matters shown in the Phase 1 Commitment that BUYER has agreed to accept pursuant to this Agreement (e.g., by closing on the Phase 1

Property in the condition to which it objected or subject to its dissatisfaction pursuant to this Agreement).

(ii) Documentation. Upon execution of this Agreement, SELLER represents to BUYER that there are no water rights on said property. Further, SELLER represents that is is not in possession of any mineral reports, leases, or any other agreements or contracts affecting the Phase 1 (the "Phase 1 Documents").

(iii) Title Policy. After the Phase 1 Closing, SELLER shall take all steps necessary, if any, to cause the Closing Agent to issue the standard owner's policy of title insurance to BUYER in accordance with the Phase 1 Commitment for the Phase 1 Property, subject only to the Phase 1 Permitted Exceptions.

(iv) Due Diligence Period. BUYER shall have a due diligence period ending immediately prior to the Phase 1 Closing (the "Phase 1 Due Diligence Period"), during which time BUYER shall be entitled to review the Phase 1 Commitment and Phase 1 Documents, inspect the Phase 1 Property, examine title and review other relevant matters pertaining to the sale and purchase of the Phase 1 Property (including relevant information concerning easements, access, water rights, mineral rights or any other interests or other appurtenances to the Phase 1 Property).

(v) Review and Notices. BUYER shall have until the expiration of the Phase 1 Due Diligence Period to notify Seller in writing (i) of any objections BUYER may have to the exceptions or other matters shown in the Phase 1 Commitment or contained in the Phase 1 Documents, or (ii) that BUYER is otherwise dissatisfied with title or condition to the Phase 1 Property. BUYER's failure to so object or provide notice of dissatisfaction shall be deemed an approval or waiver of such item as it relates to the Phase 1 Property; however,

any monetary liens, claims, or encumbrances shall be discharged or released at or before the Phase 1 Closing, and BUYER need not object to such liens, claims, or encumbrances

(vi) Seller's Obligation. If SELLER receives written notice from BUYER (i) of an objection to the exceptions or other matters shown in the Phase 1 Commitment or contained in the Phase 1 Documents, or (ii) that BUYER is otherwise dissatisfied with title or condition to the Phase 1 Property, then SELLER shall notify BUYER in writing within 2 business days from receipt of BUYER's written notice, of (i) SELLER's intention to remove or cure the objection or resolve the dissatisfaction on or prior to the Phase 1 Closing Date, or (ii) SELLER's intention not to remove or cure, or its inability to remove or cure, the objection or resolve the dissatisfaction by the Phase 1 Closing Date. If Seller does not remove or cure the objection or resolve the dissatisfaction prior to the Phase 1 Closing Date, BUYER, at its option, may (i) close the Phase 1 Property in the condition to which it objected or subject to its dissatisfaction, or (ii) terminate the Agreement, whereupon this Agreement shall be deemed null and void.

(b) Phase 2 Property. The provisions of paragraph 5(a)(i) through (vi) shall apply to the Phase 2 Property, except that (i) any reference to "Phase 1" shall be to "Phase 2"; (ii) the "Phase 2 Commitment" shall be issued within 30 days after the completion of the subdivision for the Phase 2 Property, (iii) the amount of the title insurance policy for the Phase 2 Property shall be an amount agreed to by the parties, (iv) the "Phase 2 Due Diligence Period" shall end immediately prior to the Phase 2 Closing, and (v) if the Agreement is terminated under paragraph 5(a)(vi) with respect to the Phase 2 Property, the Agreement shall be deemed null and void with respect to the Phase 2 Property and the Phase 2 Closing only.

6. **PROMISSORY NOTE**

The parties agree that a mutually agreeable promissory note for the amount of the Loan on the terms described above shall be executed prior to advance of any of the Loan funds to provide SELLER with a subordinate security position (subordinate to First Montana Bank or another lender of the BUYER's choosing) for repayment of the Loan.

7. **TIME OF CLOSING**

The closing for the Phase 1 Property shall take place at the Closing Agent's office on or before the 7th day of August 2020 ("Phase 1 Closing") unless otherwise agreed by all parties. The closing for the Phase 2 Property shall take place at the Closing Agent's office on or before 60 days after the subdivision of the Phase 2 Property is complete or the 31st day of January 2021, whichever is earlier ("Phase 2 Closing"). If the subdivision of the Phase 2 Property is not complete by January 31, 2021, BUYER may terminate this Agreement with respect to the Phase 2 Property, or mutually agree with SELLER to extend the Phase 2 Closing. SELLER shall deliver to BUYER at each respective closing mutually agreeable deeds and instruments of transfer as are necessary or convenient to transfer to BUYER the Phase 1 Property and the Phase 2 Property. Such instruments of transfer shall effectively transfer to BUYER full title to the land free of all liens and encumbrances, except for the permitted exceptions.

8. **TAXES AND ASSESSMENTS**

SELLER shall be responsible for bringing current any delinquent taxes at the time of each respective closing with regard to the property being conveyed.

9. **CLOSING COSTS**

The parties shall equally divide and pay the closing costs associated with this sale with the exception of the cost of the Title Policy which is allocated as otherwise described herein.

10. **POSSESSION**

BUYER shall take possession of (i) the Phase 1 Property at the Phase 1 Closing, and (ii) the Phase 2 Property at the Phase 2 Closing.

11. **RISK OF LOSS**

All loss or damage to any of the Property by any cause is assumed by SELLER through the time of closing unless otherwise specified. If any such destruction, loss, or damage amounts to more than Ten Thousand Dollars (\$10,000.00), BUYER may, at its option, terminate this Agreement. Should land use restrictions, institutional controls, or any response action relating to the Property materially change subsequent to either Closing, BUYER shall have the option to re-convey the Property to SELLER, and SELLER shall agree to any such re-conveyance.

12. **TIME IS OF THE ESSENCE**

Time is of the essence of this Agreement and all clauses herein.

13. **BINDING EFFECT AND NON-ASSIGNABILITY**

This Agreement is binding upon the heirs, successors, and assigns of each of the parties hereto; however, BUYER'S rights under this Agreement are not assignable without the SELLER'S express written consent.

14. **ATTORNEY FEES**

In any action brought by BUYER or SELLER to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to such reasonable attorney fees as the court shall determine just.

15. **REPRESENTATIONS OF SELLER**

a) SELLER is duly qualified under the laws of the State of Montana to carry on the business as now owned and operated.

b) SELLER is the owner of and has good and marketable title to the Property involved in this sale, free of all restrictions on transfer or assignment and all encumbrances.

c) No proceedings, judgments, or liens are now pending or threatened against SELLER or against the Property.

d) SELLER has not filed, and has no present intention to file, any voluntary bankruptcy proceeding. To SELLER's knowledge, there are no unrecorded liens, financing statements, encumbrances, agreements, or unrecovered response costs or windfall liens under 42 U.S.C. § 9607(r)(2) of the Comprehensive Environmental Response, Compensation, and Liability Act affecting the Property that will survive Closing, and SELLER has committed no acts which would result in the creation of such liens, financing statements, encumbrances or agreements affecting the Property. No work has been done on, and no materials have been furnished to, the Property for which full payment has not been made and for which a lien could be filed against the Property.

e) There are no claims, actions, proceedings, or governmental investigations pending or threatened against or involving SELLER or SELLER's agents, in connection with the Property or against or involving any of the Property; nor to SELLER's knowledge is there any reasonable basis for any such claim, litigation, proceedings, or other governmental investigation. SELLER has no knowledge or notice of any pending or threatened enforcement, administrative, or environmental action or claim concerning the Property, and the Property is not the subject of any ongoing investigation or discussion with governmental or other agencies regarding a potential or alleged violation of any environmental law. An environmental action or claim includes those brought under any law respecting the protection or preservation of the environment, including all federal and state laws relating to hazardous substances, drinking water, surface and groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm-water, noises, odors, air emissions, waste emissions, or wells.

f) SELLER shall assist BUYER in obtaining Superfund liability protection for BUYER through transfer of SELLER's Prospective Purchaser Agreement (PPA) protections, and through the Bona Fide Prospective Purchaser (BFPP) program provided for in 42 U.S.C. § 9601(40), 9607(r)(1) *et seq.* Furthermore, BUYER's receipt of any and all documents, assignments, or transfers of the PPA, and any and all other assurances reasonably desired by BUYER (whether sought from SELLER, EPA or DEQ), is a condition precedent to the BUYER's obligations under this Agreement and BUYER'S obligation to proceed with either the Phase 1 Closing or the Phase 2 Closing.

g) SELLER has no knowledge or notice of the placement, deposit, disposal, or Release or threatened Release of any hazardous substances or materials, environmental contamination, or pollution on, under, to, or from the Property subsequent to April 29, 1994. Release is to be construed broadly, and includes any act or omission that has the effect of exposing something to the environment, including spilling, leaking, pumping, pouring, emitting, injecting, escaping, dumping, depositing, transmitting, eroding, or other releasing into the environment, whether intentional or unintentional ("Release"). SELLER has exercised reasonable and due care, and has complied with all land use restrictions, covenants, and institutional controls concerning all hazardous substances, environmental contamination, or pollution existing on the Property. SELLER is in full compliance with the Agreement and Covenant not to Sue, EPA Docket No. CERCLA 94-12. All required federal, state, and local permits directly or indirectly relating to environmental protection have been obtained and are up-to-date with respect to the Property, including under the development permit system, and SELLER is in full compliance with the required environmental permits, and the permits are transferable to BUYER.

h) SELLER has complied with, and is not in violation of, all applicable federal, state, and local statutes, laws, and regulations affecting SELLER'S properties.

i) SELLER hereby grants BUYER permission to apply for a Major Development Permit, and to pursue any other permits that may be required for this project. Such applications may be submitted prior to closing of this transaction.

16. **MODIFICATION**

No alteration or other modification of this Agreement shall be effective unless such modification shall be in writing and signed by all parties.

17. **CONDITIONS TO OBLIGATIONS OF BUYER**

All obligations of BUYER hereunder are subject to the fulfillment at or before the respective closing of the Phase 1 Property and the Phase 2 Property of each of the following conditions, unless waived, conditionally or absolutely, in writing, by BUYER:

a) There shall not be any defects to the condition of the title of the Property shown on the Phase 1 Commitment or the Phase 2 Commitment, as applicable, unless such defects are waived by BUYER pursuant to this Agreement, and the Phase 1 Commitment or the Phase 2 Commitment, as applicable, shall insure good and marketable, fee simple title and legal access to the Phase 1 Property and the Phase 2 Property, as applicable, other than any defects waived by BUYER pursuant to this Agreement.

b) All representations and warranties of SELLER contained in this Agreement shall be true and correct in all material respects on, and as of, the Phase 1 Closing and the Phase 2 Closing.

c) On the Phase 1 Closing, (i) no substantial part of the Phase 1 Property shall have been destroyed or damaged by fire, other casualty, acts of nature or God, or otherwise, and (ii) the Phase 1 Property shall be substantially in the same condition as at the date of execution hereof. On the Phase 2 Closing, (i) no substantial part of the Phase 2 Property shall have been destroyed

or damaged by fire, other casualty, acts of nature or God, or otherwise, and (ii) the Phase 2 Property shall be substantially in the same condition as at the date of execution hereof.

d) On each of the Phase 1 Closing and the Phase 2 Closing, there shall be no litigation pending, or to the best of SELLER'S knowledge, threatened, in any jurisdiction in which any injunction is or may be sought against the transactions contemplated hereby or in which any relief is or may be sought against BUYER, or the assets of BUYER, as a result of this Agreement.

e) On each of the Phase 1 Closing and the Phase 2 Closing, SELLER shall have performed and complied in all material respects with all of its respective covenants, agreements, and obligations hereunder.

f) On each of the Phase 1 Closing and the Phase 2 Closing, SELLER shall have delivered any conveyance documents and any other instruments of transfer and assignment necessary or desirable to consummate the transactions contemplated by this Agreement.

18. **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Montana.

BUYER'S COMMITMENT

BUYER agrees to purchase the Property on the terms and conditions set forth in this Agreement. Except for the representations and warranties of SELLER made in this Agreement, BUYER enters into this Agreement in full reliance upon its independent investigation and judgment. BUYER acknowledges receipt of a copy of this Agreement bearing its signature and that of the SELLER.

DATED this _____ day of July, 2020.

Show Me Anaconda, LLC

By: _____
Mike Johnson, its _____

SELLER' COMMITMENT

SELLER agrees to sell and convey to BUYER the Property on the terms and conditions set forth in this Agreement. SELLER acknowledges receipt of a copy of this Agreement bearing its signature and that of the BUYER.

DATED this _____ day of July, 2020.

Anaconda Deer Lodge County

By: _____
Bill T. Everett, CEO

RESOLUTION NO. 20-20

A RESOLUTION TO PLACE ON THE GENERAL ELECTION BALLOT A QUESTION FOR DETERMINATION BY THE QUALIFIED ELECTORS OF ANACONDA-DEER LODGE COUNTY FOR THE LEVYING OF ONE (1) MILL TO FUND SPECIAL TRANSPORTATION SERVICES FOR SENIOR CITIZENS AND PERSONS WITH DISABILITIES

WHEREAS, the Board of County Commissioners has received a request from the Metcalf Senior Citizens to place language on the ballot in the next election on November 3, 2020; and

WHEREAS, Anaconda-Deer Lodge County has a large number of senior citizens and person with disabilities who benefit from special transportation services; and

WHEREAS, the Anaconda-Deer Lodge County Commission wants to have funds available to provide financial support for special transportation services for senior citizens and persons with disabilities; and

WHEREAS, Section 7-14-111 of the Montana Code allows a local government to levy up to one (1) mill each dollar of taxable property in order to fund special transportation services for senior citizens and persons with disabilities; and

WHEREAS, Anaconda-Deer Lodge County cannot levy additional mills without the approval of the voters under the current law.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS: by the Board of County Commissioners of Anaconda-Deer Lodge County that the ballot issue be placed before the voters on the ballot of the general election on November 3, 2020. Said ballot measure shall be in the form required by law and shall be in effect for two years.

NOW, THEREFORE BE IT FURTHER RESOLVED that subject to the approval of the Anaconda-Deer Lodge County Clerk and Recorder and County Attorney, form on the ballot shall be as follows.

Proposed Ballot Language:

The specific purpose of this request is to provide funding for the transportation services fund for senior citizens and persons with disabilities in Anaconda-Deer Lodge County. Should the voters choose to continue the levy one (1) mill for the operation of the transportation services fund, approximately \$13,306 will be generated annually, as each mill is worth approximately \$13,306. This is a non-permanent levy for two years duration. The approximate impact on a home valued at \$100,000 is approximately \$1.35 per year. The approximate impact on a home valued at \$200,000 is approximately \$2.70 per year.

- FOR the continued levy of one (1) mill to fund the transportation services fund for senior citizens and persons with disabilities.
- AGAINST the continued levy of one (1) mill to fund the transportation services fund for senior citizens and persons with disabilities.

APPROVED BY THE BOARD OF COMMISSIONERS THIS 4th DAY OF AUGUST 2020.

Kevin Hart, Chairperson
Anaconda-Deer Lodge County Commission

ATTEST:

Lori Sturm
Clerk of the Commission

Elections Administrator

Mill Levy Calculation Verification Sheet

SP Trans Metcalf

Resolution Number: 20-20

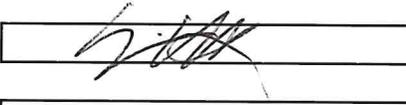
Mills Requested: 1

*Current Year Tax Rate: 1.3500%

*Per M.C.A. 15-6-134 (3) part a, class four property rate

Value of mills requested effect on \$100,000.00 Home \$ 1.35 *M.C.A 15-10-425

Value of mills requested effect on \$200,00.00 Home \$ 2.70 *M.C.A 15-10-425

ADLC Treasurer  Date 7/28/2020

ADLC Clerk of Commision _____ Date _____

ADLC County Attorney _____ Date _____

ADLC CEO _____ Date _____

ADLC CFO - Clerk & Rec _____ Date _____

Group Representative _____ Date _____

RESOLUTION NO. 20-21

A RESOLUTION TO PLACE ON THE GENERAL ELECTION BALLOT A QUESTION FOR DETERMINATION BY THE QUALIFIED ELECTORS OF ANACONDA-DEER LODGE COUNTY FOR THE LEVYING OF ONE (1) MILL TO FUND TO MAINTAIN RECREATIONAL, EDUCATIONAL, AND OTHER ACTIVITIES OF THE ELDERLY AND TO LEVY ONE (1) MILL FOR THE SUPPORT OF THIS FUND

WHEREAS, the Board of County Commissioners has received a request from the Metcalf Senior Citizens to place language on the ballot in the next election on November 3, 2020; and

WHEREAS, Anaconda-Deer Lodge County has a large number of senior citizens who benefit from recreational, educational and other activities; and

WHEREAS, the Anaconda-Deer Lodge County Commission wants to have funds available to provide financial support for recreational, educational, and other activities of the elderly; and

WHEREAS, Section 7-16-101 of the Montana Code allows a local government to levy up to one (1) mill each dollar of taxable property in order to fund to promote, establish and maintain recreational, educational and other activities of the elderly; and

WHEREAS, Anaconda-Deer Lodge County cannot levy additional mills without the approval of the voters under the current law.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS: by the Board of County Commissioners of Anaconda-Deer Lodge County that the ballot issue be placed before the voters on the ballot of the general election on November 3, 2020. Said ballot measure shall be in the form required by law and shall be in effect for two years.

NOW, THEREFORE BE IT FURTHER RESOLVED that subject to the approval of the Anaconda-Deer Lodge County Clerk and Recorder and County Attorney, form on the ballot shall be as follows.

Proposed Ballot Language:

The specific purpose of this request is to provide funding to provide financial support for recreational, educational, and other activities for the elderly in Anaconda-Deer Lodge County. Should the voters choose to continue the levy of one (1) mill for the financial support for recreational, educational and other activities, approximately \$13,306 will be generated annually, as each mill is worth approximately \$13,306. This is a non-permanent levy for two years duration. The approximate impact on a home valued at \$100,000 is approximately \$1.35 per year. The approximate impact on a home valued at \$200,000 is approximately \$2.70 per year.

- FOR the continued levy of one (1) mill to provide financial support for recreational, educational and other activities of the elderly in Anaconda-Deer Lodge County.
- AGAINST the continued levy of one (1) mill to provide financial support for recreational, educational and other activities of the elderly in Anaconda-Deer Lodge County.

APPROVED BY THE BOARD OF COMMISSIONERS THIS 4th DAY OF AUGUST 2020.

Kevin Hart, Chairperson
Anaconda-Deer Lodge County Commission

ATTEST:

Lori Sturm
Clerk of the Commission

Elections Administrator

Mill Levy Calculation Verifiacation Sheet

Recreational, Educational activities Metcalf

Resolution Number: 20-21

Mills Requested: 1

*Current Year Tax Rate: 1.3500%

*Per M.C.A. 15-6-134 (3) part a, class four property rate

Value of mills requested effect on \$100,000.00 Home \$ 1.35 *M.C.A 15-10-425

Value of mills requested effect on \$200,00.00 Home \$ 2.70 *M.C.A 15-10-425

ADLC Treasurer  Date 7/28/2020

ADLC Clerk of Commision _____ Date _____

ADLC County Attorney _____ Date _____

ADLC CEO _____ Date _____

ADLC CFO - Clerk & Rec _____ Date _____

Group Representative _____ Date _____