

AGENDA
ANACONDA-DEER LODGE COUNTY
COMMISSION WORK SESSION
6 P.M. TUESDAY, AUGUST 11, 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**

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

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](tel: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](tel:925464969).montana@lync.webex.com

1. **Closed Session** - Washington Street
2. **Presentation** – Board of Health Report - Discussion on mask recommendations – Leigh Ann Holmes and Karan Kunz
3. **Discussion** – Bids Received Old Works Road and recommendation of award of bid- Sarah Jones
4. **Discussion** – Mail-in Ballot for the General Election – Bill Everett
5. **Discussion** – Revolving Loan Agreement for the Hotel – Mike Grayson
6. **Discussion** – Economic Development Grant Agreement for the Hotel – Mike Grayson
7. **Discussion** – Mortgage Agreement with “Show Me Anaconda, LLC and Anaconda-Deer Lodge County – Mike Grayson

8. **Discussion** – Fiscal Year 2020-2021 Budget Request from CCCS, Inc. – Discovery House in the Amount of \$3,500 – Bill Everett
9. **Discussion** - Fiscal Year 2020-2021 Budget Request from Tri-County Fair in the Amount of \$3000.00 – Bill Everett
10. **Discussion** – Fiscal Year 2020-2021 Budget Request from Anaconda Adult Learning Center in the amount of \$3500.00 – Bill Everett
11. **Discussion** – Special Event Permit – Mini Photo Sessions in Washoe Park, August 15-16, 2020 and August 29-30, 2020 – Bill Everett
12. **Discussion** – Special Event Permit – Dead Ringer Horseshoe League Picnic August 29, 2020, pending Certificate of Insurance

13. Miscellaneous –

Commissioner Mike Huotte:

Commissioner Steve Gates:

Commissioner Paul Smith

Commissioner Terry Vermeire:

Commissioner Kevin Hart:

CEO Bill Everett:

CA Ben Krakowka:

14. **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.**

15. ADLC Public Meeting Dates

16. 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 10, 2020 – 8:30 a.m. – Tree Board
Community Service Center – 3rd Floor Conference Rm.

August 10, 2020 - 4:30 p.m. Hearst Free Library Board of Trustees
Hearst Free Library – 401 Main St. **Per Sam 7/31/20**

August 11, 2020 - 6 p.m. Commission Work Session/Special 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 12, 2020 - Noon - URA TIF Meeting
Community Service Center

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

August 13, 2020 - p.m. 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.

August 17, 2020 - 6 p.m. Planning Board Meeting
Courthouse Courtroom CHECK With CARLYE

August 17, 2020 – 7:30 p.m. Search and Rescue Meeting
Search and Rescue Building – 1902 Smelter Road

August 18, 2020 - 6 p.m. Commission Meeting Webex

August 20, 2020 – 6 p.m. Potential Special Commission Meeting
Webex

PROJECT NAME: Old Works Road

PROJECT LOCATION: Anaconda, Montana

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to: **Anaconda Deer Lodge County**
Attn: Bill Everett, CEO
800 Main Street
Anaconda, MT 59711

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
A1	7/24/2020

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Supplementary Condition 4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Supplementary Condition 4.06 as containing reliable "technical data."

E. Bidder has obtained and considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATION

A. Bidder certifies that:

B. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

C. No official of the Owner, Engineer, or any member of such officials' immediate family, has direct, or indirect interest in the pecuniary profits or Contracts of the Bidder;

- D. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- E. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- F. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.E:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the prices listed in Table 1 below.

- A. Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.
- B. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
- C. The undersigned agrees that the unit prices shall govern in checking the Bid, and should a discrepancy exist in the Total Estimated Price and the Total Amount of Unit Prices Bid as listed above after extensions are checked and corrections made, if any, the Total Amount of Unit Prices Bid as corrected shall be used in awarding this Contract.
- D. The Owner reserves the right to reject any or all bids.

Table 1 – Unit Price Schedule

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Total
101	Mobilization-Demobilization	1	LS	\$ 18,650.00	\$ 18,650.00
102	Taxes, Bonds, and Insurance	1	LS	\$ 5,000.00	\$ 5,000.00
103	Traffic Control	1	LS	\$ 2,000.00	\$ 2,000.00
104	Storm Water Control	1	LS	\$ 4,000.00	\$ 4,000.00
105	Alt-Exploration - Extra Work	1	LS	\$10,000	\$10,000
106	Sub-excavation	500	CY	\$ 12.00	\$ 6,000.00
107	Imported Backfill Material	100	CY	\$ 21.00	\$ 2,100.00
108	Remove Curb and Gutter	104	LF	\$ 6.00	\$ 624.00
109	Street Excavation	895	CY	\$ 10.50	\$ 9,397.50
110	Crushed Base Course	915	CY	\$ 21.00	\$ 19,215.00
111	Asphalt Concrete Pavement	3,547	SY	\$ 19.75	\$ 70,053.25
112	Curb and Gutter	155	LF	\$ 24.00	\$ 3,720.00
113	12" Culvert	53	LF	\$ 50.00	\$ 2,650.00
114	Revegetation	1	LS	\$ 3,420.00	\$ 3,420.00
115	Lined Ditch	1	LS	\$ 8,737.00	\$ 8,737.00
116	Electrical Conduit	94	LF	\$ 14.89	\$ 1,399.66
Total Estimated Bid Price (Figures)					166,966.41

Total Estimated Bid Price in Words

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in Section 4.02 of the Agreement, according to the schedule selected by the owner with the Notice to Proceed

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the amount of 10% of the maximum Bid price including alternates, if any, and in the form of a Bid Bond identified in the Instructions to Bidders.
- B. Required Affidavit of Non-Collusion.
- C. Completed Bidder Information Form.

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid is submitted by:

Contractor Name: Hoffman's R&M Services
 Business Address: 2100 Meadowlark Lane Butte, MT 59701
 Phone No. 406-782-2055 Fax No. 406-782-1278
 Submittal Date: 07/31/2020
 Montana Contractor's Registration #: 204059
 Employer's Tax ID No: 20-5182355

If Bidder is:

An Individual

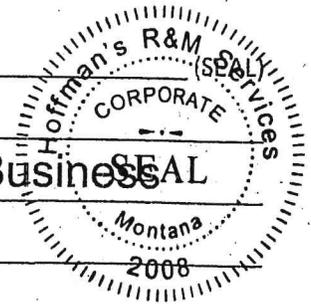
By: _____
 Name (typed or printed): _____
 (Individual's signature)
 Doing business as: _____

A Partnership

Partnership Name: _____
 By: _____
 (Signature of general partner -- attach evidence of authority to sign)
 Name (typed or printed): _____

A Corporation

Corporation Name: Hoffman's R&M Services
 State of Incorporation: Montana
 Type (General Business, Professional, Service, Limited Liability): General Business
 By: _____
 (Signature -- attach evidence of authority to sign)
 Name (typed or printed): Richard Hoffman
 Title: Owner



Attest: Deeanna Queer, Secretary
 Date of Qualification to do business in Montana is 04 09 08

A Joint Venture

Name of Joint Venture: _____ (SEAL)

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

PROJECT NAME: Old Works Road

PROJECT LOCATION: Anaconda, Montana

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to: **Anaconda Deer Lodge County**
Attn: Bill Everett, CEO
800 Main Street
Anaconda, MT 59711

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
1	7/23/20

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Supplementary Condition 4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Supplementary Condition 4.06 as containing reliable "technical data."

E. Bidder has obtained and considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATION

A. Bidder certifies that:

B. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

C. No official of the Owner, Engineer, or any member of such officials' immediate family, has direct, or indirect interest in the pecuniary profits or Contracts of the Bidder;

D. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

E. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

F. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.E:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the prices listed in Table 1 below.

A. Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

B. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

C. The undersigned agrees that the unit prices shall govern in checking the Bid, and should a discrepancy exist in the Total Estimated Price and the Total Amount of Unit Prices Bid as listed above after extensions are checked and corrections made, if any, the Total Amount of Unit Prices Bid as corrected shall be used in awarding this Contract.

D. The Owner reserves the right to reject any or all bids.

Table 1 – Unit Price Schedule

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Total
101	Mobilization-Demobilization	1	LS	\$ 9,895.00	\$ 9,895.00
102	Taxes, Bonds, and Insurance	1	LS	\$ 5,620.00	\$ 5,620.00
103	Traffic Control	1	LS	\$ 500.00	\$ 500.00
104	Storm Water Control	1	LS	\$ 3,950.00	\$ 3,950.00
105	Alt-Exploration - Extra Work	1	LS	\$10,000	\$10,000
106	Sub-excavation	500	CY	\$ 20.20	\$ 10,100.00
107	Imported Backfill Material	100	CY	\$ 25.00	\$ 2,500.00
108	Remove Curb and Gutter	104	LF	\$ 12.00	\$ 1,248.00
109	Street Excavation	895	CY	\$ 14.00	\$ 12,530.00
110	Crushed Base Course	915	CY	\$ 32.30	\$ 29,554.50
111	Asphalt Concrete Pavement	3,547	SY	\$ 27.30	\$ 96,833.10
112	Curb and Gutter	155	LF	\$ 41.00	\$ 6,355.00
113	12" Culvert	53	LF	\$ 83.50	\$ 4,425.50
114	Revegetation	1	LS	\$ 3,300.00	\$ 3,300.00
115	Lined Ditch	1	LS	\$ 14,900.00	\$ 14,900.00
116	Electrical Conduit	94	LF	\$ 20.60	\$ 1,936.40
Total Estimated Bid Price (Figures)					213,647.50

Two hundred thirteen thousand six hundred forty-seven dollars and fifty cents

Total Estimated Bid Price in Words

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in Section 4.02 of the Agreement, according to the schedule selected by the owner with the Notice to Proceed

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the amount of 10% of the maximum Bid price including alternates, if any, and in the form of a Bid Bond identified in the Instructions to Bidders.
- B. Required Affidavit of Non-Collusion.
- C. Completed Bidder Information Form.

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid is submitted by:

Contractor Name: Mungas Company, Inc.
 Business Address: P.O. Box 1390 1718 Smelter Rd Anaconda, MT 59711
 Phone No. (406) 859-3203 Fax No. (406) 859-3204
 Submittal Date: 7/31/20
 Montana Contractor's Registration #: 8264
 Employer's Tax ID No: 81-0402462

If Bidder is:

An Individual

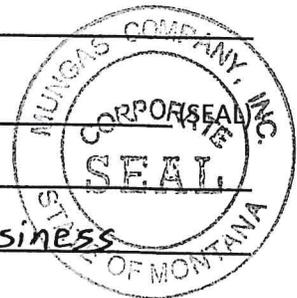
By: _____
 Name (typed or printed): _____
 (Individual's signature)
 Doing business as: _____

A Partnership

Partnership Name: _____
 By: _____
 (Signature of general partner -- attach evidence of authority to sign)
 Name (typed or printed): _____

A Corporation

Corporation Name: Mungas Company, Inc.
 State of Incorporation: MT
 Type (General Business, Professional, Service, Limited Liability): General Business
 By: Joe Mungas
 (Signature -- attach evidence of authority to sign)
 Name (typed or printed): Joe Mungas
 Title: President
 Attest: [Signature]
 Date of Qualification to do business in Montana is 3/12/82





**DELUXE ENGINEERING
&
CONSTRUCTION**

August 5, 2020

Anaconda Deer Lodge County Commission
800 Main Street
Anaconda, MT 59711

RE: Bid Results – Old Works Road

Anaconda Deer Lodge County (ADLC), received bids for the Old Works Road project on August 3, 2020 by Overnight US Mail. Bids were due to be postmarked by 2:00 pm on July 31st, 2020. Upon receipt, the bids were opened by ADLC staff members and scanned to Deluxe Engineering & Construction for review.

Deluxe has reviewed the bid package prepared by the lowest bidder, Hoffman's R&M Services (Hoffman) and found it to be complete and in conformance with the bid requirements. Deluxe has reviewed the Bidder Qualification Statement submitted by Hoffman and found it to be complete and the responses to be acceptable. Based on the reviewed information, Deluxe acknowledges that Hoffman has met the requirements of the lowest, responsible, responsive bidder and is eligible to receive award of the contract, in the amount of \$ \$166,966.41, should ADLC choose to make such award to them.

In support of the Commission's decision, the Bid Tabulation, a Notice of Award, and an Agreement are attached to this letter. Once Deluxe receives a completed and signed copy of the Notice of Award from ADLC, the executed documents will be sent to the selected contractor for their execution and the contracting process will begin. If you have any questions, please feel free to contact us at your earliest convenience.

Sincerely,

A handwritten signature in black ink that reads "Sarah M. Jones". The signature is written in a cursive, slightly slanted style.

Sarah M. Jones, PE

**ADLC Old Works Road
Tabulation of Bids**

Item No.	Description	Qty	Unit	Engineer's Estimate		Hoffman		Mungas	
				Unit Price	Estimated Total	Unit Price	Estimated Total	Unit Price	Estimated Total
101	Mobilization-Demobilization	1	LS	\$ 4,403.03	\$ 4,403.03	\$ 18,650.00	\$ 18,650.00	\$ 9,895.00	\$ 9,895.00
102	Taxes, Bonds, and Insurance	1	LS	\$ 4,403.03	\$ 4,403.03	\$ 5,000.00	\$ 5,000.00	\$ 5,620.00	\$ 5,620.00
103	Traffic Control	1	LS	\$ 1,467.68	\$ 1,467.68	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00
104	Storm Water Control	1	LS	\$ 4,403.03	\$ 4,403.03	\$ 4,000.00	\$ 4,000.00	\$ 3,950.00	\$ 3,950.00
105	Alt-Exploration - Extra Work	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
106	Subexcavation	500	CY	\$ 18.00	\$ 9,000.00	\$ 12.00	\$ 6,000.00	\$ 20.20	\$ 10,100.00
107	Imported Backfill Material	100	CY	\$ 25.00	\$ 2,500.00	\$ 21.00	\$ 2,100.00	\$ 25.00	\$ 2,500.00
108	Remove Curb and Gutter	104	LF	\$ 20.00	\$ 2,080.00	\$ 6.00	\$ 624.00	\$ 12.00	\$ 1,248.00
109	Street Excavation	895	CY	\$ 18.00	\$ 16,110.00	\$ 10.50	\$ 9,397.50	\$ 14.00	\$ 12,530.00
110	Crushed Base Course	915	CY	\$ 22.50	\$ 20,587.50	\$ 21.00	\$ 19,215.00	\$ 32.30	\$ 29,554.50
111	Asphalt Concrete Pavement	3,547	SY	\$ 22.00	\$ 78,034.00	\$ 19.75	\$ 70,053.25	\$ 27.30	\$ 96,833.10
112	Curb and Gutter	155	LF	\$ 40.00	\$ 6,200.00	\$ 24.00	\$ 3,720.00	\$ 41.00	\$ 6,355.00
113	12" Culvert	53	LF	\$ 72.00	\$ 3,816.00	\$ 50.00	\$ 2,650.00	\$ 83.50	\$ 4,425.50
114	Revegetation	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 3,420.00	\$ 3,420.00	\$ 3,300.00	\$ 3,300.00
115	Lined Ditch	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 8,737.00	\$ 8,737.00	\$ 14,900.00	\$ 14,900.00
116	Electrical Conduit	94	LF	\$ 10.00	\$ 940.00	\$ 14.89	\$ 1,399.66	\$ 20.60	\$ 1,936.40
Total Bid Price				\$	171,444.25	\$	166,966.41	\$	213,647.50

The Bid Tabulation is believed to be a true and correct representation of the Bid received July 31st, 2020. No discrepancies were found in the indicated sum of any bid item

Sarah M. Jones, PE
Deluxe Engineering & Construction

Sarah M. Jones
8/5/2020





**DELUXE ENGINEERING
&
CONSTRUCTION**

Notice of Award

Date of Issuance: 8-11-20
 Owner: Anaconda Deer Lodge County
 Bidder: Hoffman's R&M Services
 Engineer: Deluxe Engineering & Construction
 Project: Old Works Road

Bidder's Address:
 2100 Meadowland Lane
 Butte, MT 59701

You are notified that your Bid dated July 31, 2020 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for construction of the Old Works Road Project.

The Contract Price of your Contract is one hundred sixty-six thousand, nine hundred sixty-six dollars and forty-one cents Dollars (\$166,966.41).

The Conformed Contract Documents will be delivered separately or otherwise made available to you once they are complete, including copies of the Drawings and this Notice of Award.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [3] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Agreement, the Bonds and Insurance specified in the Instructions to Bidders, General Conditions, and Supplementary Conditions.
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within [10] days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

RECOMMENDED:

By: Sarah M Jones
 Engineer
 (Authorized Signature)

Title: Sarah M. Jones, PE

Date: 8-5-20

AUTHORIZED:

By: _____
 Owner
 (Authorized Signature)

Title: Bill Everett, CEO

Date: 8-11-20

RECEIVED:

By: _____
 Contractor
 (Authorized Signature)

Title:

Date:

ARTICLE 1 - GENERAL

Agreement Date: Date of Last Signature
Owner: Anaconda Deer Lodge County
800 Main Street, Anaconda, MT 59711
Engineer: Deluxe Engineering & Construction
PO Box 3512, Butte MT 59701
Contractor: Hoffman’s R&M Services
2100 Meadowlark Lane, Butte, MT 59701

Note: Above addresses are to be used for giving any required notice.

Project Name: ADLC Old Works Road

The Owner and Contractor as defined above, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 2 - WORK

Contractor shall complete all work, as specified or indicated in the Contract Documents. Project generally includes, but is not limited to the following:

- Installation of 993-LF of new road from the intersection of Deer Lodge Drive and Harrison Street in East Anaconda to an existing unused entrance to the Old Works Golf Course parking lot, including:
 - 895 CY, street excavation;
 - 3,547 SY, asphalt surfacing;
 - 915 CY crushed base course;
 - 155 LF, curb and gutter at road end connections; and
 - 53 LF, 12-inch culvert;
- Provisions for traffic control and construction phase permitting.

ARTICLE 3 - ENGINEER

The Engineer and will act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIME

4.01 Time of the Essence

All the time limits for milestones, if any, substantial completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Readiness for Final Payment

The work will be substantially complete by October 30, 2020. Work shall be complete and ready for final payment in accordance with paragraph 14.07 of the General Conditions by November 10, 2020.

4.03 Liquidated Damages

A. Owner and Contractor recognize that time is of the essence of this Agreement, and that Owner will suffer financial loss if the Work is not complete within the time specified in paragraph 4.02 above, plus any

extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that, as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner Eight Hundred Fifty Dollars (\$850.00) for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the work is substantially completed.

B. After Substantial Completion is granted by the Owner, if Contractor neglects, refuses or fails to complete the remaining Work within the Contract Time or any extension thereof granted by Owner, Contractor shall pay Owner Eight Hundred Fifty Dollars (\$850.00) for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

Owner shall pay Contractor for completion of the work in accordance with the Contract Documents an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item that is constructed and accepted. Unit Prices are those listed in Table 1 - Unit Price Schedule of the Bid Form attached as Exhibit B to this Agreement. Estimated quantities used for bidding purposes are not guaranteed. Payment will be for actual quantities as determined by Engineer in accordance with paragraph 9.07 of the General Conditions. Unit Prices have been completed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

The Engineer, based on Signed Daily Quantity Sheets, with the Contractor, will generate the monthly Progress Payment. The Progress Payment will be agreed to and signed by the Engineer and Contractor prior to submission to the Owner for final approval.

6.02 Progress Payments Retainage

Owner shall make progress payments in accordance with Article 14 of the General Conditions, as recommended by Engineer once each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the number of units of each bid item completed times the bid unit price in the Unit Price Schedule of the Bid Form for that item. Prior to Substantial Completion, progress payments will be made in an amount equal to the sum of the unit price items less the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amount as Engineer may determine or Owner may withhold, in accordance with paragraph 14.02 of the General Conditions.

A. The Owner shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents.

B. Retainage will be five percent (5%) of materials and equipment not incorporated in the Work (but delivered, insured, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.02 of the General Conditions).

C. Upon Substantial Completion and at the Owner's discretion, the amount of retainage may be further reduced if requested by the Contractor.

6.03 Gross Receipts Tax

In accordance with Title 15, Chapter 50 MCA, the Owner will withhold, in addition to other amounts withheld as provided by law or as specified herein, one percent (1%) of all payments due the Contractor and shall transmit such moneys to the Montana Department of Revenue.

6.04 Final Payment

Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by the Engineer as provided in said paragraph 14.07.

ARTICLE 7 - INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the project.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents (including all Addenda) listed in Article 9 and the other related data identified in the Bidding Documents.

B. Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the work.

C. Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

D. Contractor has carefully studied all:

1. Reports of explorations and tests of subsurface conditions at or contiguous to the site, if any, and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and
2. Reports and drawings of a Hazardous Environmental Condition, if any, at the site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purpose. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relates to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor including applying the specific means, methods, techniques, sequences and procedures by the Contractor, and safety precautions and programs incident thereto.

F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor observations obtained information from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, exploration tests, studies and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

A. The Contract Documents consist of the following:

- 1. This Agreement;
- 2. Performance Bond;
- 3. Payment Bond;
- 4. General Conditions;
- 5. Supplementary Conditions;
- 6. Wage Rates;
- 7. Technical Specifications as listed in Table of Contents of the Project Manual;
- 8. Drawings beginning with and as listed on Sheet G-1.
- 9. Addenda listed on the bid form;
- 10. Exhibits to this Agreement:
 - a. Notice of Award;
 - b. Contractor’s Executed Bid Form;
 - c. Bid Bond;
- 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed;
 - b. Field Orders;
 - c. Work Change Directives;
 - d. Change Orders

B. The documents listed in paragraph 9.A. are attached to this Agreement (except as expressly noted otherwise above.)

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without

limitation, moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

Owner and Contractor each binds itself, its partners, successors, assigns and legal representative to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

10.04 Severability

Any provision of part of the Contract Documents held to be void or unenforceable under Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 11 - CERTIFICATION AND SIGNATURES

IN WITNESS WHEREOF, Owner and Contractor have signed 6 copies of Agreement. Two (2) counterparts have been delivered to Owner, three (3) to Contractor and one (1) to Engineer. All portions of the contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

Owner		Contractor	
Anaconda Deer Lodge County		Hoffman's R&M Services	
By:	_____	By:	_____
	<i>Signature</i>		<i>Signature (Attach Power of Attorney)</i>
Name:	Bill Everett	Name:	_____
Title:	Chief Executive Officer	Title:	_____
Date:	_____	Date:	_____
Phone:	(406) 563-4000	Phone:	_____
Attest:	_____	Attest:	_____
	<i>Signature</i>		<i>Signature</i>
Title:	_____	Title:	_____

Lori Sturm

From: Bill Everett
Sent: Thursday, August 06, 2020 1:28 PM
To: County Commissioners; editor; John Sholey
Subject: FW: RELEASE: Governor Bullock to Allow Counties the Choice to Conduct Mail Ballot Election and Expand Early Voting for November General Election
Attachments: 8-6-2020 - November Elections Directive FINAL.pdf; 2020-mt-general-election.pdf

From: Walleser, Audrey <Audrey.Walleser@mt.gov>
Sent: Thursday, August 6, 2020 11:42 AM
Subject: FW: RELEASE: Governor Bullock to Allow Counties the Choice to Conduct Mail Ballot Election and Expand Early Voting for November General Election

OFFICE OF THE GOVERNOR
STATE OF MONTANA

Steve Bullock
GOVERNOR



Mike Cooney
LT. GOVERNOR

FOR IMMEDIATE RELEASE:

Thursday, August 6, 2020

CONTACTS:

Marissa Perry, Communications Director, Governor's Office, (406) 444-4514
Erin Loranger, Press Secretary, Governor's Office, (406) 444-9725

Governor Bullock to Allow Counties the Choice to Conduct Mail Ballot Election and Expand Early Voting for November General Election

All counties required to offer in person voting, take precautions to protect the right to vote while keeping Montanans safe

MONTANA – Governor Steve Bullock today issued a directive to ensure all eligible Montanans can safely vote in the 2020 November general election by allowing counties to expand voting by mail and early voting. Whether or not they provide mail ballots, all counties will be required to offer in person voting opportunities and take precautions to ensure Montanans have the option to register or vote safely.

“I am in agreement with our bipartisan election administrators – who are the ones on the ground with the first-hand knowledge of how to successfully conduct an election – that we must protect Montanans’ right to vote, while protecting the public’s health,” Governor Bullock said. **“Locally elected officials best understand the voting needs of their communities, and taking this action now ensures they will have the**

time to make the right decisions for their localities. With this approach we can protect that fundamental right to vote, while easing crowding and pressure on voting on Election Day.”

The directive permits counties, at their discretion, to expand access to voting by mail and early voting. Counties that opt to vote by mail will still require counties to allow in person voting. All counties must ensure appropriate social distancing to provide safe voting and voter registration for all Montanans.

For the primary election, county election administrators adeptly managed the change in procedures and held a safe election marked by an increase in voter turnout compared to previous primary elections. In July, the bipartisan Montana Association of Clerk and Recorders and Election Administrators as well as the Montana Association of Counties requested that Governor Bullock again give counties the option to conduct a mail ballot election in November. Their request stressed the ethical concerns with following standard election procedures, which would produce serious risks for voters and poll workers alike—effectively forcing Montanans to choose between their safety and the right to vote. The election administrators also stressed the chaos that could follow if polling locations are closed at the last minute or if counties are forced to consolidate polling locations in response to outbreaks.

The option to provide mail ballots while expanding early voting will protect Montanans’ right to vote, while protecting the public’s health. The CDC has recognized that in person voting on election day increases the risk of transmitting COVID-19, and has urged states to use voting methods that reduce crowd size. Many Montana election workers are over the age of 60 and are often in close proximity to each other, large crowds, and interact with paper, pens, and other items that could be infected and exchanged frequently.

Governor Bullock’s Directive contains three central components:

- Counties may choose to send mail ballots and expand early voting for the June 2, 2020 primary election.
- Counties are encouraged to publicize available options and to work with nonprofit organizations to ensure that all Montanans will have access to a ballot, whether in person, early, or by mail.
- All counties must establish, implement, and enforce social distancing policies at polling locations, designated drop-off locations, or other public-facing portions of facilities involved in voting.

The Directive largely mirrors the June 2020 primary Directive, but also reflects feedback from the bipartisan group of county election administrators, who studied the June 2020 primary. The Directive encourages election administrators to publicize mail and early voting options, to make options available to voters early, and to work with local nonprofit organizations to facilitate voting on reservations in particular. Based on county election administrators’ feedback, the directive also requests that the Secretary of State’s Office include designated place of deposit locations on voters’ “My Voter Page” profiles in addition to available polling places and recommends that Automark or Expressvote technology be made available at polling locations from Oct. 2 through election day.

Additionally, the Directive provides expanded timelines for voter registration, ballot distribution, and early voting opportunities. The Directive extends the close of regular voter registration until 10 days before the election to minimize the need for in-person registration or lines. County election administrators will be able to make ballots available from Oct. 2 until the end of the election. Mail-in ballots will be sent on Oct. 9 and no postage will be required to return ballots by mail.

Finally, the Directive requires that counties, regardless of their voting procedures, implement social distancing guidelines to make voter registration and voting safer for all Montanans and reduce spreading COVID-19 within communities. As CDC guidelines provide, counties must ensure a minimum of six feet of distancing between individuals at polling locations, designated drop-off locations, or public-facing portions of facilities involved in voting.

REVOLVING LINE OF CREDIT AGREEMENT

This **Revolving Line of Credit Agreement** (the "Agreement") is made this ____ day of _____, 2020 (the "Effective Date"), by and between **Show Me Anaconda, LLC**, a Montana limited liability company, of 2900 Harrison Ave., Butte, Montana 59701 ("Borrower"), and **Anaconda Deer Lodge County**, of 800 Main Street, Anaconda, Montana 59711 ("Lender"). Borrower and Lender are collectively referred to herein as the "parties," and each a "party."

Recitals:

A. On _____, the parties executed an Agreement to Sell and Purchase wherein Lender agreed to sell to Borrower, and Borrower agreed to purchase from the Lender, the following real property in Anaconda Deer Lodge County, Montana (collectively, the "Real Property"):

- (i) Lots 1F, 1G, 1H, and 1I of the East Yards Frontage Minor Subdivision, Anaconda Deer Lodge County, as may be adjusted by a mutually agreeable boundary relocation currently being conducted, totaling approximately 14 acres (the "Phase One Property"), and
- (ii) Three additional lots, totaling approximately 6 acres along Polk Street, south of Union Avenue. This parcel will be created as part of a mutually agreeable subdivision and boundary location (the "Phase Two Property").

B. On _____, the parties executed a Grant Funding Agreement wherein Lender agreed to provide Borrower grant funding in an amount not to exceed \$1,000,000 according to the terms, conditions, and covenants contained therein (the "Grant").

C. Borrower desires to obtain a revolving line of credit from Lender, and Lender desires to extend a revolving line of credit to Borrower, pursuant to the terms and conditions of this Agreement.

FOR VALUABLE CONSIDERATION, IT IS AGREED:

1. **Line of Credit.** Lender hereby agrees to extend a revolving line of credit (the "Credit Line") to make periodic loans to Borrower up to the aggregate principal amount of \$2,000,000 (the "Credit Limit"). Each such loan shall be an "Advance" made in accordance with paragraph 5 below.

2. **Term.** Borrower shall not be entitled to obtain an Advance, and Lender shall not be obligated to make an Advance, on the Credit Line until such time as Borrower has performed its obligations to obtain the Grant in full in accordance with the terms of the Grant (the "Earliest Commencement Date"). At any time on or after the Earliest Commencement Date, Borrower may request an Advance and draw on the Credit Line (the "Commencement Date"). The Agreement terminates on December 31 of the fifth year following the Commencement Date (the "Maturity Date"), unless terminated earlier pursuant to this Agreement.

3. **Promissory Note.** Borrower shall execute and deliver to Lender a Promissory Note in the form attached as **Exhibit A** (the "Note") in the amount of the Credit Limit on the Commencement Date. Each Advance on the Credit Line shall become part of the principal of the Note.

4. **Interest.** Each Advance under this Agreement shall bear interest at 1% per annum (the "Effective Rate").

5. **Advances.** Borrower may from time to time notify Lender in writing of its need to borrow funds pursuant to this Agreement (each an "Advance"). Any notice for an Advance may be in such amount as Borrower may choose; provided, however, any Advance made will not, when added to the outstanding principal balance of all previous Advances, exceed the Credit Limit. Within 5 business days of receipt of such notice, Lender shall forward such funds to Borrower. Lender may refuse to make an Advance if an event of default has occurred and is continuing hereunder either at the time the notice is given or the date the Advance is to be made. Borrower shall use the "Advance Notice" in the form attached as **Exhibit B** for each notice for an Advance. If Borrower is not in default, and subject to the other terms and conditions of this Agreement, Lender shall deliver the funds as prescribed herein. Each Advance shall be recorded on the "Schedule of Advances" attached as **Exhibit C**.

6. **Repayment.** Borrower shall pay accrued interest on the outstanding principal balance on an annual basis commencing on December 31 of the year of the Commencement Date and continuing on December 31 of each year thereafter. The entire unpaid principal balance, together with any accrued interest, shall be due and payable on the Maturity Date. All payments shall be made to Lender at such place as Lender may from time to time designate. All payments received hereunder shall be applied first to accrued interest and then to principal, and in the order provided in this Agreement.

7. **Security/Subordination.** This Agreement and the Note will be secured by a Mortgage on the Phase One Property (the "Mortgage") in the form attached hereto as **Exhibit D**. Lender agrees the Mortgage is and will be subordinate to any security interest to be required by any other lender in connection with the development of the Real Property, and Lender shall so subordinate the Mortgage at the request of Borrower.

8. **Prepayment.** Borrower may prepay any principal due under the Note at any time, without penalty. Unless otherwise directed in writing by Borrower, the prepayment shall be applied to the Advance or Advance(s) based on date by the oldest Advance to the newest Advance if any Advances have the same Effective Rate.

9. **Events of Default.** An event of default will occur if any of the following events occurs (each an "Event of Default"):

- (a) Failure to pay any principal or interest within 30 days after the same becomes due.
- (b) Default by Borrower in the observance or performance of any other covenant or agreement contained in this Agreement, other than a default constituting a separate and distinct Event of Default under this paragraph.
- (c) Filing by Borrower of a voluntary petition in bankruptcy seeking reorganization, arrangement or readjustment of debts, or any other relief under the Bankruptcy Code as amended or under any other insolvency act or law, state or federal, now or hereafter existing.
- (d) Filing of an involuntary petition against Borrower in bankruptcy seeking reorganization, arrangement or readjustment of debts, or any other relief under the Bankruptcy Code as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, and the continuance thereof for 60 days undismitted, unbonded, or undischarged.

10. **Remedies.** Upon the occurrence of an Event of Default, Lender may declare the entire unpaid principal balance, together with accrued interest thereon, to be immediately due and payable without presentment, demand, protest, or other notice of any kind. At Lender's option, Lender may suspend or terminate any obligation it may have to make additional Advances. No failure or delay on the part of Lender in exercising any right, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided at law or in equity.

11. **Notice.** All notices, requests and other communications hereunder shall be given in writing and either (i) personally served on the party, or (ii) mailed by registered or certified mail, postage prepaid, return receipt requested, or (iii) sent by private overnight courier such as UPS, Federal Express or Airborne, addressed to such party listed herein or to such other address as that party may have specified by prior written notice to the other.

12. **No Assignment.** Neither party shall assign, transfer, or delegate, either in whole or in part, its rights or duties under this Agreement.

13. **Further Assurances.** After execution of this Agreement, each party shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement hereof and give effect to the transactions contemplated by this Agreement.

14. **Attorney Fees.** In the event legal action is required, including the initiation of a suit or action by any party to this Agreement, to enforce any of its terms, it is agreed the prevailing party shall be entitled to recover reasonable attorney fees and costs to be fixed by the arbitrator, or by the court, and on appeal.

15. **Entire Agreement.** This Agreement is the entire agreement of the parties and supersedes previous oral or written agreements.

16. **Legal Effect.** This Agreement shall be governed by the laws of the State of Montana

17. **Time.** Time shall be of the essence of this Agreement.

18. **Amendments and/or Modifications.** Neither this Agreement nor any term or provision hereof may be changed, waived, discharged, amended, modified or terminated orally or in any other manner other than by an instrument in writing signed by all of the parties hereto.

19. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same agreement. This Agreement may be executed and delivered by facsimile copy or computer-scanned image, and such copy or scan shall have the same force and effect as an original signature.

[signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed as of the date first written above.

Show Me Anaconda, LLC

By: _____
Mike Johnson, Member

Anaconda Deer Lodge County

By: _____
Bill T. Everett, CEO

Exhibit A

[see form of Promissory Note attached]

PROMISSORY NOTE

\$2,000,000

_____, 2020

FOR VALUE RECEIVED, **Show Me Anaconda, LLC** (“Maker”), promises to pay to the order of **Anaconda Deer Lodge County** (“Holder”), in lawful money of the United States, the principal sum of \$2,000,000 or the aggregate unpaid principal amount of all Advances made by Holder to Maker pursuant to the terms of a Revolving Line of Credit Agreement dated _____, 2020 (the “Loan Agreement”), whichever is less, together with interest thereon from the date each Advance is made until paid in full, at the interest rate equal to 1%, as follows:

Maker shall pay accrued interest on the outstanding principal balance under the Note on an annual basis commencing on December 31st of the year of the Commencement Date and continuing on December 31st of each year thereafter, with the entire unpaid principal balance, together with any accrued interest, payable on the Maturity Date.

All capitalized terms used herein but not defined herein have the meanings ascribed to such terms in the Loan Agreement. Holder and Maker recognize that the Holder’s rights and the Maker’s performance under the Loan Agreement are related to Holder’s desire to extend credit to Maker pursuant to the terms and conditions of this Note. Due to the relationship between the Loan Agreement and the parties’ respective rights and obligations thereunder, the parties desire to coordinate and link certain provisions of the Loan Agreement with the provisions of this Note.

Prepayments of principal may be made by Maker at any time without penalty. All payments received hereunder shall be applied first to accrued interest and then to principal as provided under the Loan Agreement.

This Note and the Agreement are secured by the Mortgage. Lender agrees to subordinate the Mortgage as provided in the Loan Agreement. This Note shall become due and payable at the option of Holder immediately upon Maker’s default under, or failure to comply with any of the terms, covenants, conditions or agreements contained in, the Loan Agreement. If a default occurs under this Note, such default shall constitute a default of Maker under the Loan Agreement.

Waiver by Holder of any default by Maker shall not constitute a waiver by Holder of a subsequent default. Failure by Holder to exercise any right, power or privilege which Holder may have by reason of a default by Maker shall not preclude the exercise of such right, power or privilege so long as such default remains uncured or if a subsequent default occurs.

Maker agrees to pay all costs of collection, including a reasonable attorney fee as provided in the Loan Agreement.

This Note is made and executed under, and is in all respects to be governed by, the laws of the State of Montana.

Show Me Anaconda, LLC

By: _____
Mike Johnson, Member

“Maker”

Exhibit B

[see form of Advance Notice attached]

ADVANCE NOTICE

This **Advance Notice** is made _____, by **Show Me Anaconda, LLC** ("**Borrower**") pursuant to that certain Revolving Line of Credit Agreement dated _____, 2020 (the "**Loan Agreement**") by and between Borrower and **Anaconda Deer Lodge County** ("**Lender**"). All capitalized terms used herein but not defined herein have the meanings ascribed to such terms in the Loan Agreement.

Borrower hereby certifies, represents and warrants to Lender that as of the date hereof:

1. **No Default.** There is no default by Borrower under the Loan Agreement.
2. **Request for Advance.** Borrower requests an Advance to the Credit Line in the amount of \$ _____.
3. **Effective Rate.** The Effective Rate for the Advance made by this request is 1%.
4. **Credit Limit.** The aggregate of all outstanding Advances, including the Advance made by this request, will not exceed the Credit Limit.

Show Me Anaconda, LLC

By: _____
Mike Johnson, Member

"Borrower"

By its signature hereto, Lender
accepts Borrower's request:

Dated: _____.

Anaconda Deer Lodge County

By: _____
Bill T. Everett, CEO

"Lender"

Exhibit C

[see form of Schedule of Advances attached]

SCHEDULE OF ADVANCES

*Advance No.:	Date:	Amount of Advance:	Effective Rate of Advance:
1.	___/___/___	\$ _____	1%
2.	___/___/___	\$ _____	1%
3.	___/___/___	\$ _____	1%
4.	___/___/___	\$ _____	1%

*(add additional Advances as applicable)

Exhibit D

[see form of Mortgage attached]

GRANT FUNDING AGREEMENT

This **Grant Funding Agreement** (this "Agreement") is dated this ___ day of _____, 2020, by and between **Show Me Anaconda, LLC**, a Montana limited liability company, of 2900 Harrison Ave., Butte, Montana 59701 (the "Recipient"), and **Anaconda Deer Lodge County**, of 800 Main Street, Anaconda, Montana 59711 (the "County").

Recitals:

A. The County owns the following real property in Anaconda Deer Lodge County, Montana (collectively, the "Real Property"):

- (i) Lots 1F, 1G, 1H, and 1I of the East Yards Frontage Minor Subdivision, Anaconda Deer Lodge County, as may be adjusted by a mutually agreeable boundary relocation currently being conducted, totaling approximately 14 acres (the "Phase One Property"), and
- (ii) Three additional lots, totaling approximately 6 acres along Polk Street, south of Union Avenue. This parcel will be created as part of a mutually agreeable subdivision and boundary location (the "Phase Two Property").

B. On August 4, 2020, the parties executed an Agreement to Sell and Purchase wherein the County agreed to sell to Recipient, and Recipient agreed to purchase from the Lender, the Real Property.

C. Recipient intends to build a hotel on the Phase 1 Property (the "Project"), as set forth in Recipient's Proposal to the County dated April 9, 2020.

D. The County administers, oversees and provides grant funding in connection with development of property within Anaconda Deer Lodge County, Montana.

E. The County believes that the Project provides a valuable service to the Montana community and is consistent with the goals and mission of the County and desires to support the Project, including by providing the Recipient with Grant Funds (defined below) for use in connection with the Project as set forth in this Agreement.

F. The parties agree that the Project is an economic development project (a hotel and lodging project) that will contribute to property tax revenues of the County.

FOR VALUABLE CONSIDERATION, IT IS AGREED:

1. **Recitals.** The foregoing recitals are made a part of this Agreement and are hereby incorporated by this reference.

2. **Grant Funds.** The County shall make \$1,000,000 in grant funds available to Recipient according to the terms provided herein (the "Grant Funds").

3. **Transfer of Grant Funds.** The County will distribute the Grant Funds to Recipient on a dollar-for-dollar basis with funds contributed by Recipient in the development of the Project until the Grant Funds are distributed in full. The County shall pay the Grant Funds to Recipient by check or wire transfer to an account designated by Recipient promptly upon proof of the Recipient's contribution of funds for use in the development of the Project. Recipient will use such Grant Funds in furtherance of the Project. The County hereby represents and warrants to Recipient that the County has the right and authority to transfer the Grant Funds to Recipient in

accordance with this Agreement and such transfer will not violate any of the terms, restrictions, or conditions of the grants or donations underlying such Grant Funds.

4. **Report Required.** Recipient shall make a written report to the County detailing how the grant funds were expended on the Project within one (1) year of receipt of said funds.

5. **Project Operation.** The parties acknowledge and agree that, as between the parties hereto, Recipient is responsible for the development, administration, oversight and operation of the Project, and except as otherwise agreed in a separate agreement, the County is not at all involved in or responsible for the Project. The County agrees to execute and deliver such additional documents and take such additional actions as may reasonably be requested by Recipient in order to comply with applicable laws, regulations and policies. This paragraph shall survive the execution and delivery of this Agreement and consummation of the transaction contemplated hereby.

6. **Relationship.** This Agreement is not intended to create, and does not create, any relationship between the County and Recipient of principal and agent, joint venture, partnership, or independent contractor or service provider.

7. **Notice.** All notices, requests and other communications hereunder shall be given in writing and either (i) personally served on the party, or (ii) mailed by registered or certified mail, postage prepaid, return receipt requested, or (iii) sent by private overnight courier such as UPS, Federal Express or Airborne, addressed to such party listed herein or to such other address as that party may have specified by prior written notice to the other.

8. **No Assignment.** Neither party shall assign, transfer, or delegate, either in whole or in part, its rights or duties under this Agreement.

9. **Further Assurances.** After execution of this Agreement, each party shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement hereof and give effect to the transactions contemplated by this Agreement.

10. **Attorney Fees.** In the event legal action is required, including the initiation of a suit or action by any party to this Agreement, to enforce any of its terms, it is agreed the prevailing party shall be entitled to recover reasonable attorney fees and costs to be fixed by the arbitrator, or by the court, and on appeal.

11. **Entire Agreement.** This contract is the entire agreement of the parties and supersedes previous oral or written agreements.

12. **Legal Effect.** This Agreement shall be governed by the laws of the State of Montana

13. **Time.** Time shall be of the essence of this Agreement.

14. **Amendments and/or Modifications.** Neither this Agreement nor any term or provision hereof may be changed, waived, discharged, amended, modified or terminated orally or in any other manner other than by an instrument in writing signed by all of the parties hereto

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same agreement. This Agreement may be executed and delivered by facsimile copy or computer-scanned image, and such copy or scan shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed as of the date first written above.

Show Me Anaconda, LLC

By: _____
Mike Johnson, Member

Anaconda Deer Lodge County

By: _____
Bill T. Everett, CEO

After recording, return to:
Michael Grayson
Grayson Law Firm
112 E. Commercial Ave.
P.O. Box 907
Anaconda, MT 59711

MORTGAGE

This **Mortgage** (the "Mortgage") is dated _____ and is by and between **Show Me Anaconda, LLC**, a Montana limited liability company, of 2900 Harrison Ave., Butte, Montana 59701 ("Mortgagor"), and **Anaconda Deer Lodge County**, of 800 Main Street, Anaconda, Montana 59711 ("Mortgagee"),

WITNESSETH: Mortgagor hereby irrevocably mortgages to Mortgagee, its successors and assigns, the following properties (collectively, the "Premises"):

A. **Real Property:** The following described real property, now owned or hereafter acquired:

Real property in the Anaconda Deer Lodge County, Montana, described as follows:

Lots 1F, 1G, 1H, and 1I of the East Yards Frontage Minor Subdivision, Anaconda Deer Lodge County, as adjusted by a pending boundary relocation, totaling approximately 14.17 acres.

together with all buildings, fixtures, and improvements thereon and all tenements, hereditaments, privileges and appurtenances thereto, and all rents, issues, royalties and profits therefrom.

FOR THE PURPOSE OF SECURING: (a) payment of that Promissory Note and Revolving Line of Credit Agreement (the "Loan Agreement") given by Mortgagor to Mortgagee of even date herewith for the principal sum of \$2,000,000 with interest and other charges thereon, under which the final payment is due on the Maturity Date (as defined within the Loan Agreement); (b) performance of each agreement and covenant of Mortgagor contained herein and in all of the obligations described herein; and (c) any and all extensions, renewals, modifications, substitutions, or replacements of any and all of the foregoing. All of the obligations described above shall be included in the term "Note" whenever and wherever that term is used in this Mortgage.

TO PROTECT THE SECURITY OF THIS MORTGAGE, AND FOR OTHER PURPOSES, IT IS AGREED:

1. **Mortgagor Warranties.** Mortgagor represents and warrants to Mortgagee that:
(a) Mortgagor is the lawful owner of marketable fee simple title to the Premises free and clear of

all mortgages and liens, except a lien real estate taxes not yet due; and (b) this Mortgage and the Note have been duly and validly executed and delivered by Mortgagor.

2. **Escrows.** If requested by Mortgagee, Mortgagor agrees to pay to Mortgagee, in addition to any other payments secured hereby, on dates specified by Mortgagee, an amount estimated by Mortgagee to be sufficient to pay, as they become due, all taxes, assessments, water charges and other charges upon the Premises and all insurance premiums on policies of insurance required hereunder. Such amounts shall be held by Mortgagee without interest and applied to the payment of such taxes, assessments, insurance premiums and other charges. Upon any default hereunder, Mortgagee may, at Mortgagee's option, apply any amounts held pursuant to this paragraph to the indebtedness secured hereby.

3. **Payment of Impositions.** Mortgagor shall pay when due and before any penalty all taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever assessed or charged against or constituting a lien on the Premises or any interest therein, or the indebtedness secured hereby ("Impositions"), and will upon demand furnish to the Mortgagee proof of the payment of any such Impositions.

4. **Insurance.** Mortgagor shall obtain and maintain continuously in effect with respect to the Premises policies of insurance against such risks, in such amounts and with such companies satisfactory to Mortgagee, with a mortgagee clause satisfactory to Mortgagee. Policies or certificates evidencing the insurance shall be deposited with Mortgagee. Each policy shall provide that the insurer will not cancel, refuse to renew, or materially modify the policy without giving at least 30 days advance written notice to Mortgagee.

5. **Liens.** Mortgagor shall keep the Premises free from statutory liens of every kind. Mortgagee acknowledges that Mortgagor may require additional funding for construction on the Premises. Mortgagee expressly agrees to subordinate the Mortgage to any third-party construction finance lender at the request of the Mortgagor or as otherwise provided in the Loan Agreement.

6. **Maintenance.** Mortgagor agrees to keep and maintain the Premises in good condition, repair and operating condition free from any waste or misuse, and to comply with all requirements of law, municipal ordinances, regulations, restrictions, and covenants affecting the Premises and their use, and will promptly repair or restore any buildings, improvements or structures now or hereafter on the Premises and all fixtures therein which may become damaged or destroyed to their condition prior to any such damage or destruction. Mortgagor will not, without the prior consent of Mortgagee, remove, alter, or demolish any building on the Premises. Mortgagee may enter upon and inspect the Premises at any reasonable time and effect whatever repairs or replacements the Mortgagee may reasonably require to maintain the Premises in good condition (provided the Mortgagee shall have no duty to make inspections and shall not incur any liability or obligation for making or not making any inspections).

7. **Condemnation and Insurance Actions and Proceeds.** Mortgagor shall immediately notify Mortgagee of the commencement of any condemnation proceedings, actual or threatened, affecting the Premises or of any loss that may be covered by insurance. Mortgagor hereby assigns to Mortgagee any insurance proceeds and any award for property taken and for damages to remaining property, in connection with an actual or threatened condemnation proceeding, whether fully adjudicated or settled, and such proceeds and awards (less expenses of collection) shall, at the option of Mortgagee, be applied to the indebtedness secured hereby then most remotely to be paid, whether due or not, without the application of any prepayment premium, or to the restoration or repair of the Premises. Mortgagee shall have full authority, but shall not be obligated, to make proof of loss and adjust and collect insurance and to intervene in any condemnation proceeding in the name of Mortgagor and settle, collect and receive any award from the condemning authorities. Any insurer or condemning authority is hereby authorized and

directed to make payment directly to Mortgagee. Any expenses incurred by Mortgagee in intervening in any action or collecting such proceeds shall be reimbursed to Mortgagee first out of the proceeds.

8. **Protection of Security.** If Mortgagor defaults hereunder in any respect, or if Mortgagee in its sole judgment and discretion deems it necessary to expend funds, appear in actions or take other action to protect the full security interest intended to be created by this instrument, then Mortgagee, without obligation to do so, without notice to or demand upon Mortgagor, and without releasing Mortgagor from any obligation hereof, may make such appearances, expend such funds and take such action as Mortgagee may deem necessary to protect the security hereof, Mortgagee being authorized to enter upon the Premises for such purposes. Mortgagor will on demand reimburse Mortgagee for all amounts expended, including reasonable attorneys' fees, pursuant to this paragraph, together with interest thereon at the rate applicable under the Note after maturity of principal.

9. **Assignment of Rents.** Mortgagor hereby assigns to Mortgagee all rents, issues, royalties and profits of the Premises, provided that Mortgagor shall have the right to collect all such rents, issues, royalties and profits, but only as they become due and payable and only until Mortgagor defaults hereunder in any respect, at which time Mortgagee shall have the right, with or without taking possession of the Premises, to collect the same, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby. Nothing contained herein, nor the exercise of rights hereunder by Mortgagee, shall be construed or considered an affirmation of any tenancy, lease or option, nor an assumption of liability under, nor subordination of the lien or charge of this Mortgage to, such tenancy, lease or option.

10. **Powers of Mortgagee.** Without affecting the liability of any person, including Mortgagor, for the payment of any indebtedness secured hereby or the lien of this Mortgage on the remainder of the Premises for the full amount of any indebtedness unpaid, Mortgagee is empowered as follows: Mortgagee may from time to time, without notice and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any inferior liens thereon: (a) release any person liable for the payment of any of the indebtedness; (b) extend the time or otherwise alter the terms of payment of any of the indebtedness; (c) alter, substitute or release any property securing the indebtedness; or (d) accept any additional security or resort to any security in such order as Mortgagee may determine; (e) consent to the making of any map or plat of the Premises; (f) join in granting any easement or creating any restrictions thereon; (g) join in any subordination or other agreement affecting this Mortgage or the lien or charge thereof; or (h) release all or any part of the Premises.

11. **Due on Sale or Encumbrance.** If all or any part of the Premises or any interest therein is sold, conveyed, transferred or further mortgaged or encumbered, or if the rents of the Premises or any part thereof are assigned, or if all or any part of the ownership interest in Mortgagor is transferred, assigned, or pledged, or if any person other than Mortgagor and Mortgagee obtains any interest in or right to acquire the Premises, without the prior written consent of Mortgagee, Mortgagee may, at Mortgagee's option, declare all indebtedness secured hereby immediately due and payable, in full together with any applicable prepayment premiums (if no prepayment privilege exists at that time, then with the prepayment premium provided in the Note at the earliest day on which the indebtedness secured hereby could be prepaid) provided, however, the granting of a leasehold interest of three years or less, not containing an option to purchase, shall not be cause for such acceleration. Mortgagee shall exercise such option to accelerate by mailing notice of acceleration to Mortgagor within 60 days after Mortgagee has actual knowledge of one of the events mentioned above. Failure by Mortgagor to pay the accelerated balance within 30 days after written notice from Mortgagee shall constitute an Event of Default hereunder.

Consent as to any one transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions.

12. **Events of Default.** If any one or more of the following events (the “Events of Default”) shall occur:

- (a) Default in the punctual payment of any payment of money required to be made pursuant to the Note, or in any payment of money to be made pursuant to this Mortgage, or any other instrument securing the Note,
- (b) Default by Mortgagor under any terms, covenants and conditions of this Mortgage, the Note, or of any other instrument securing the Note, not involving the payment of money, or
- (c) Any representation or warranty made by Mortgagor to Mortgagee in connection with the loan secured hereby proves to be untrue in any material respect,

then, in any such case, the Mortgagee or its attorney, may, at its option, without further written notice to the Mortgagor, declare the principal of and the accrued interest on the Note and all sums advanced hereunder, with interest, to be immediately due and payable, and thereupon the Note, including both principal and all interest accrued thereon, and including any prepayment premium then applicable, and all sums advanced hereunder and interest thereon, shall be and become immediately due and payable without presentment, demand or further notice of any kind.

13. **Mortgagee's Remedies.** Upon the happening of any Event of Default entitling the holder of the Note to accelerate its maturity, or in case the principal of the Note shall have become due and payable, whether by lapse of time or by acceleration, then and in every such case the holder of the Note may:

- (a) Proceed to protect and enforce its rights by a suit or suits in equity or at law, either for the specific performance of any covenant or agreement contained herein or in the Note, or in aid of the execution of any power herein or therein granted, or for the foreclosure of this Mortgage, or for the enforcement of any other appropriate legal or equitable remedies. Mortgagee may be the purchaser at any foreclosure sale, and Mortgagee shall have the right to credit upon the amount of its bid at sale the amount payable to Mortgagee out of the net proceeds of the sale.
- (b) Pursuant to the power of sale hereby granted, sell the Premises in accordance with the laws of Montana. The Premises shall be sold either as a whole or in such parcels and in such order as designated by Mortgagee.
- (c) In any action to foreclose, appoint a receiver of the rents, issues and profits of the Premises as a matter of right and without notice, with power to collect the rents, issues and profits of the Premises due and coming due during the pendency of such action, without regard to the value of the Premises or the solvency of any person or persons liable for the payment of the Note involved in the action. Mortgagor, for itself and any subsequent owner or owners, hereby waives any and all defenses to the application for a receiver as above provided, and hereby specifically consents to such appointment without notice; but nothing herein contained is to be construed to deprive Mortgagee of any other right, remedy or privilege it may now have under the law to have a receiver appointed. The provision for the appointment of a

receiver of the rents and profits is made an express condition upon which the loan evidenced by the Note is made.

14. **Costs of Invoking Remedies.** Except as may be otherwise provided herein, Mortgagor agrees to pay to Mortgagee the costs and expenses, including reasonable attorney and paralegal fees, incurred by Mortgagee: (a) in instituting, prosecuting or defending any court action in which Mortgagor does not prevail, if the action involves the interpretation hereof or performance hereunder by a party hereto or the breach of any provision hereof, including but not limited to an action to obtain possession of the Premises after exercise of the power of sale granted hereunder; and (b) in attempts, which fall short of instituting an action or commencing foreclosure, to secure performance hereof.

15. **Waivers and Cumulative Rights.** Waiver by Mortgagee of any default by Mortgagor, or acceptance of payment in default or partial payment, shall not constitute a waiver by Mortgagee of any continuing or subsequent default. Failure by Mortgagee to exercise any right, power, privilege or remedy which Mortgagee may have by reason of a default by Mortgagor shall not preclude the exercise of such right, power, privilege or remedy so long as the default remains uncured or if a subsequent default occurs. Each right, power, privilege and remedy herein conferred upon the Mortgagee is cumulative and in addition to every other right, power, privilege and remedy available to Mortgagee at law or in equity, or under any other agreement, and each and every right, power, privilege and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by Mortgagee and such exercise shall not be a waiver of the right to exercise at any time thereafter any other right, power, privilege or remedy.

16. **Governing Law.** This Mortgage and all rights and indebtedness secured hereby shall be governed by the laws of Montana.

17. **Severability.** The unenforceability or invalidity of any provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

18. **Time.** Time shall be of the essence of this Mortgage.

19. **Notices.** Any notices which any party hereto may desire or may be required to give to any other party shall be in writing and the mailing thereof by certified mail to the respective addresses as set forth herein, or to such other places any party hereto may hereafter by notice in writing designate, shall constitute service of notice.

20. **Binding on Successors, Headings, Words and Phrases.** Subject to the "Due on Sale or Encumbrance" paragraph hereof, this Mortgage shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, lessees, licensees, tenants, successors and assigns. All obligations of Mortgagor hereunder are joint and several. The term "Mortgagee" shall include the owner and holder, including any pledgee, of the Note. The headings of the paragraphs are for convenience only and shall not be construed as limiting in any way the scope of the provisions hereof.

[signature page follows]

IN WITNESS WHEREOF, Mortgagor has executed this instrument the day and year first above written.

Show Me Anaconda, LLC

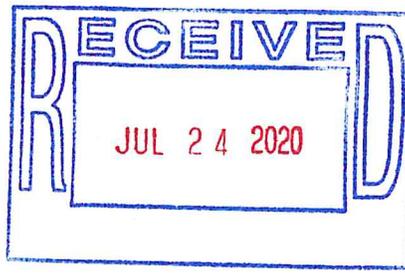
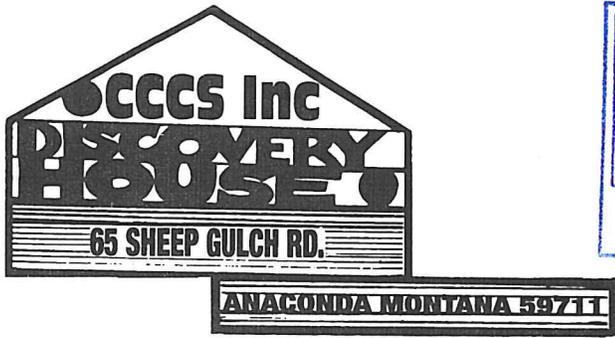
By: _____
Mike Johnson, Member

“Mortgagor”

STATE OF MONTANA)
 : ss.
County of _____)

This instrument was acknowledged before me on _____, by Mike Johnson, member of **Show Me Anaconda, LLC**, a Montana limited liability company.

(SEAL)



July 22, 2020

Bill Everett, Chief Executive
County Commissioners/Anaconda Deer Lodge County
Anaconda/Deer Lodge County Courthouse
800 South Main
Anaconda, MT 59711

Dear Chief Executive and Commissioners,

With the new fiscal year beginning, we are sure you are well into the new budget planning. We are grateful for your support to CCCS Inc-Discovery House. We would appreciate it if you would continue this support for fiscal year 2020-2021 by including us in your new budget for \$3,500. This is the same amount that we were allotted last year. Last year it cost \$196.00 per day, per youth and the state paid \$99.89. Last year we served thirty-two youth for a total of 1,662 days. We must find ways to secure the balance to provide our services. This is why we seek help from counties and individuals. Silver Bow and Powell Counties also include us in their budgets.

Discovery House is a necessity because it is the only shelter care for youth, in need of care and supervision in this area. We are also licensed to provide long term services. We provide shelter, food, clothing, medicine, transportation, tutoring, Drug/Alcohol Assessments, counseling, care, supervision and a safe place to live. Our community supports us providing medical care, educational and recreational opportunities.

We maintain the grounds and the building at Discovery House. We continue to make improvements each year. This year we installed a new kitchen counter and double sink and a new window for the living room. We sincerely appreciate your support. Many programs have closed due to financial problems, but because of the tremendous support we receive from CCCS Inc, counties and our community we continue to serve youth. Discovery House is celebrating forty-six years of service this month.

Sincerely,

A handwritten signature in black ink that reads "Tina Masters".

Tina Masters,
Acting Program Administrator

cc. Toni Hofland

Tri-County Fair

**P.O. Box 149
Deer Lodge, MT 59722**

May 29, 2020

Anaconda-Deer Lodge County
800 South Main Street
Anaconda, MT 58711

Dear Anaconda-Deer Lodge County,

I am sending this invoice to allow for your budgeting process for this upcoming year. At this time we are unsure about what will be happening for the Tri County Fair 2020. We anticipate holding the 4H events, or at least part of them.

In 2015 it was decided that Anaconda-Deer Lodge County would contribute \$4500 toward the fair, which was paid. After that, due to a clerical error Anaconda Deer Lodge County has only been billed for \$3000. each year. This situation needs to be addressed before 2021 Fair.

At this time please remit the \$3000 and we will keep you informed of the status of the 2020 Tri County Fair

Thank You,



Ruth Koehler
Tri-County Fair Secretary



DATE RECEIVED 6.3.20
FILE _____
COPY TO: _____
COMMISSION DATE _____
OTHER _____ DATE _____
COMMENTS: _____

May 04, 2020

Dear County Commissioners,

The Anaconda Adult Learning Center (AALC) would like to request \$3500 from the county to continue support for our program during the 2020-2021 fiscal year.

Because of the new Workforce Investment and Opportunity Act (WIOA) guidelines enacted in 2017, the AALC has been unable to apply for funding through the grant process with the Office of Public Instruction (OPI). When the RFP for the grant came out, we found that only one adult education provider per MACO District (Montana Association of Counties) was to be funded. Our Anaconda program was not prepared to serve such a large area (Silver Bow, Beaverhead, Madison, Powell, Deer Lodge, and Granite counties). Therefore we no longer meet the criteria under the auspices of OPI and do not receive the grant money which has supported the program in the past.

The AALC is a local program operating year round which helps adults achieve their high school equivalency, brush up for college, or study for other goals, is a vital asset to our community. The Anaconda Adult Learning Center is committed to continuing to offer classes and continue to support those who need the service. Hearst Free Library is willing to house the program. With the \$10,000 of adult education money allocated by the school board and the \$3500 we are asking from the county, the AALC board is able to hire one part-time director/instructor for the year, who will work approximately 15 hours/week. In addition, the AALC raises money through a yearly fund-raiser and donations to fund other operating expenses. This funding is vital to our continued presence and operation in Anaconda.

With the loss of the Anaconda Job Service office the Anaconda Adult Learning Center is able to fill part of the niche left open. We can provide one on one service to assist people in writing resumes, cover letters, apply online for jobs, search online for jobs and apprenticeships, print applications, take the typing test and study for professional exams. Helping people achieve gainful employment has been part of the program mission since its inception 20 years ago. We need the funding to stay open and be there when needed.

The program will continue to maintain accountable financial records. The AALC board will continue to have oversight of the program.

Thank you for considering our request, which will allow an essential part of the educational resources of the community to continue.

Very sincerely yours,



Marjee Zeier Director/Instructor



ANACONDA-DEER LODGE COUNTY SPECIAL EVENT PERMIT
Ref. County Ordinance No. 120, Resolution No. 10-32, MCA 7-1-4124-Powers

Application Date: 07/24/20 Special Event Meeting Date: _____

Business/Organization: Affordable Photography Work

Name on Business License: Christin Collins "Affordable Photography Work"

Mailing Address: 914 E. 5th Street Anaconda MT 59711

Phone Number: 406. 493.8854 email: _____
-Fax: Chrissieycollins@aol.com

Proposed Event: End of Summer send off mini Photo Session in the park
will abide by the 6 feet apart and maintain mask wearing + will have time spots assigned.

Location of Event: Washoe Park anaconda MT 59711

Event Date(s): ~~8-29-20 + 8-30-20~~ 8/15/20 + 8/16/20 Time(s): 10am to 6pm

Applicant: Christin Collins
(Print Name)

Christina Collins
(Sign Name)

Sign-Off & Comments:

Fire/Ambulance Department:
Ron Tocker

Law Enforcement:
Tim Baskell

Sanitarian Department:

Planning Department:

Parks & Recreation:

Road Department:
Wayne R Wendt

Approved: _____
ADLC. CEO

Date: _____

ANACONDA-DEER LODGE COUNTY SPECIAL EVENT PERMIT
Ref. County Ordinance No. 120, Resolution No. 10-32, MCA 7-1-4124-Powers

Application Date: _____ Special Event Meeting Date: _____

Business/Organization: Dead Ringers Horseshoe League

Name on Business License: Dead Ringers Horseshoe League

Mailing Address: 719 Locust ST

Phone Number: 406-560-0351 Fax: _____

Proposed Event: Picnic

Location of Event: Archie Dulaney Courts - Washoe Park

Event Date(s): 8.29.20 Time(s): 10:00 a.m - 6:00 p.m

Applicant: Jodee Barkell
(Print Name)

Jodee Barkell
(Sign Name)

Sign-Off & Comments:

Fire/Ambulance Department:
Ron Taylor

Law Enforcement:
Bill Seth

Sanitarian Department:
Mark Gay

Planning Department:
Col. [Signature]

Parks & Recreation:
[Signature]

Road Department:
Wayne R Ward

Approved: _____

Date: _____