

**AGENDA
ANACONDA-DEER LODGE COUNTY
COMMISSION WORK SESSION
6 P.M. TUESDAY, AUGUST 25, 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@montana.webex.com](tel:925464969)

You can also dial 173.243.2.68 and enter your meeting number

Join using Microsoft Lync or Microsoft Skype for Business:

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

1. **Public Hearing** – The Public Hearing is with regard to establishing the Anaconda-Deer Lodge County Budget for Fiscal Year 2020-2021. – John Sholey
2. **Discussion** – Resolution No. 20-22, A resolution of the Commission of Anaconda-Deer Lodge, Montana, Establishing Durston Park as an Official Park of Anaconda-Deer Lodge County (ADLC). – Kevin Hart
3. **Discussion** – Resolution No. 20-23, A Resolution to Amend Fund Budgets for Fiscal Year 2019-2020 – John Sholey
4. **Discussion** – Resolution No. 20-24, A Resolution Establishing the Mill Levy For Anaconda-Deer Lodge County For Fiscal Year 2020-2021– John Sholey
5. **Discussion** – Resolution No. 20-25, A Resolution Adopting A Budget For Anaconda-Deer Lodge County For Fiscal Year 2020-2021 – Bill Everett/John Sholey

6. **Discussion** – Resolution No. 20-26, A Resolution Requiring All Properties in the West Valley Sewer District to Pay Established Sewer Fees Set by Resolution. – Bill Everett-
7. **Discussion** - Fiscal Year 2020-2021 Budget Request from Copper Village Museum and Art Center for a donation in the amount of \$3500.00- Bill Everett
8. **Discussion** – Position Description for a Public Health Emergency Preparedness Coordinator (PHEP) – Leigh Ann Holmes
9. **Discussion** – Lease Agreement between Anaconda-Deer Lodge County and the Smelter City Senior Citizens (Metcalf Memorial Senior Citizens Center)
10. **Discussion** – Petition for the Abandonment of a small portion of Deer Lodge Drive, a dead-end spur street that is adjacent to property along Deer Lodge Drive and Harrison Street. – Adam Vauthier, ALDC
11. **Discussion** – Petition for the Abandonment of a small portion of Polk Street, a dead-end spur street that is adjacent to property along near Deer Lodge Drive. – Adam Vauthier, ALDC
12. **Discussion** – Grant of Trail Easement between Anaconda Local Development Corporation in favor of Anaconda- Deer Lodge County. – Adam Vauthier, ALDC
13. **Discussion** – Washington Street Road Petition Commission Review – Kevin Hart
14. **Discussion** - Real Property Donation Agreement proposed by Smelter City Recreation Complex – Donna Shewey
15. **Discussion** – Award the Willow Glenn Paving Project – Mike Johnson
16. **Discussion** – Request for appointment to the Housing Authority Board by Camille Erickson.(one vacancy) (Letter attached) – Bill Everett
17. **Discussion** – Request for appointment to the Local Emergency Planning Board as the Broadcast/Print Media Representative by Paul Johns. (Letter attached)
18. **Discussion** - Special Event Permit –Request to Close the Alley behind Copper Village for Octoberfest (October 10th). (Pending Certificate of Insurance) – Bill Everett

19. Miscellaneous

Commissioner Mike Huotte:

Commissioner Steve Gates:

Commissioner Paul Smith

Commissioner Terry Vermeire:

Commissioner Kevin Hart:

CEO Bill Everett:

CA Ben Krakowka:

20. 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.**

21. ADLC Public Meeting Dates

22. 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 24, 2020 – 3:00 p.m. Historic Resource Board
Community Service Center, Third Floor Conference

August 25, 2020 - 6 p.m. Commission Work Session
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 26, 2020 - 7 a.m. Airport Board Meeting
Bowman Field

August 27, 2020 - 5:00 p.m. Board of Health Meeting
Community Service Center – 118 E. 7th St.

August 27, 2020 - 6 p.m. Potential Special Commission Meeting
Webex

September 1, 2020 - 6 p.m. Commission Meeting
Webex

September 2, 2020 - 7 p.m. West Valley Volunteer Fire Department Board Meeting
West Valley Fire Hall

September 7, 2020 – Labor Day Observed
Courthouse will be Closed

RESOLUTION No. 20-22

**A RESOLUTION OF THE COMMISSION OF ANACONDA-DEER LODGE, MONTANA,
ESTABLISHING DURSTON PARK AS AN OFFICIAL PARK OF ANACONDA-DEER
LODGE COUNTY (ADLC).**

WHEREAS, Durston Park is located at the intersection of Park Avenue and Main Street, in the heart of the business district of Anaconda-Deer Lodge County and has a street address of 201 Main Street; and

WHEREAS, the legal description of Durston Park according to the State of Montana Cadastral mapping is: ANACONDA ORIGINAL TOWNSITE, S03, T04 N, R11 W, BLOCK 38, Lot 7 - 10, N7 IN LT 10; and

WHEREAS, Durston Park is located in the Anaconda Historic District; and

WHEREAS, Durston Park is the former location of the stately three-story brick building that had been erected in 1898 by J.H. Durston, prominent editor of the Anaconda Standard; and

WHEREAS, Durston Park has been unofficially used, maintained, and operated as a "Park" of ADLC and is named as a county park in the ADLC growth policy; and

WHEREAS, Durston Park has been in existence for at approximately thirty (30) years, through some of the most difficult time of ADLC; and

WHEREAS, Durston Park has been an integral part of ADLC, has hosted some of Anaconda's most memorable events and has been a symbol of the life that remains in ADLC.

NOW, THEREFORE, BE IT RESOLVED THAT,

Durston park is hereby designated as an official park of Anaconda-Deer Lodge County. With such designation it will be treated as other ADLC parks including but not limited to its uses and maintenance.

PASSED AND ADOPTED by the Anaconda-Deer Lodge board of Commissioners on this ____ day of _____, 2020.

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

ATTEST:

Lori Sturm
Clerk of the A-DLC Commission

DRAFT

RESOLUTION NO. 20-23

A RESOLUTION TO AMEND FUND BUDGETS FOR FISCAL YEAR 2019-2020

WHEREAS, the Board of Commissioners of Anaconda-Deer Lodge County may approve the following budget amendments to the Fiscal Year 2019-2020 budget by formal resolution; and

WHEREAS, funds which received additional funding and/or spending authority in Fiscal Year 2019-2020 require an amendment to the original budget.

NOW, THEREFORE, be it resolved by the Commission of Anaconda-Deer Lodge County that the budget amendments for Fiscal Year 2019-2020 reflect the following:

1. Unbudgeted revenues and expenses incurred in FY 2019-20:

REVENUE BUDGET:

<u>Fund</u>	<u>Account</u>	<u>Amount</u>
2942 Neighborhood Stabilization	334020	\$272,831
2398 ADLC CDBG Loan	333055	19,701

EXPENDITURE BUDGET:

<u>Fund</u>	<u>Account</u>	<u>Object</u>	<u>Amount</u>
2398 ADLC CDBG Loan	430695	398	\$19,469
2399 Community Econ Dev	470201	398	3,297

2. Special Revenue Funds where revenue or expense greater than budget, Grant increases or not completed in original budget year:

REVENUE BUDGET:

<u>Fund</u>	<u>Account</u>	<u>Amount</u>
1000 General Fund	310000-399999	\$849,032
2110 Road Dept	310000-399999	313,773
2190 Fire Dept	310000-399999	31,111
2201 Opportunity Mosquito	383000	4,994
2220 Library Fund	310000	21,309
2260 Emergency Disaster	334999	250,253
2270 Family Planning	331142	6,955
2300 Law Enforcement	310000-399999	11,225
2301 Dispatch – 911	310000-399999	11,982
2310 Downtown TIF	3111010	52,473
2312 Mill Creek TIF	310000	346,409
2393 Records Preservation	341045	2,465
2450 Street Lighting 150	343013	20,294

2503 Vacant Building	330101-383000	36,688
2821 Gas Tax-BaRSAA	335041	48,378
2850 911 Fund	335080	6,390
2864 Superfund MOU	343101	26,213
2875 Victim Witness Fund	334010	3,978
2903 Head Start Program	331148	71,110
2969 Tobacco Grant	330101	11,427
2979 Public Health Preparedness	334999	61,277
2989 Montana Asthma	360101	4,380

EXPENDITURE BUDGET:

<u>Fund</u>	<u>Account</u>	<u>Object</u>	<u>Amount</u>
2260 Emergency Disaster	420701	110-345	\$18,178
2280 Senior Services	524001	820	35,119
2310 Downtown TIF	410210	398	14,117
2312 Mill Creek TIF	410210	780-820	345,584
2382 Search & Rescue	524001	820	4,427
2503 Vacant Building	470270	398-930	37,548
2864 Superfund MOU	411005	398	32,003
2843 AR Conveyance	411005	398	2,065
2903 Head Start Program	450620	790	93,368
2904 Head Start Levy	521001	820	110,870
2979 Public Health Emergency	440100	110-940	60,641

3. General Fund departments where expenses are greater than budget or not budgeted:

EXPENDITURE BUDGET:

<u>Fund Org</u>	<u>Account</u>	<u>Object</u>	<u>Amount</u>
1000-111 Other Financing	521001	820	\$68,999
1000-410 Public Health	440110	110-534	2,093

4. Debt Service Funds where revenue or expense greater than budget:

REVENUE BUDGET:

<u>Fund</u>	<u>Account</u>	<u>Amount</u>
3040 Mill Creek Debt	383000	\$27,169

EXPENDITURE BUDGET:

<u>Fund</u>	<u>Account</u>	<u>Object</u>	<u>Amount</u>
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5. Capital & Proprietary Funds with additional revenues or expenses transferred or received during year:

REVENUE BUDGET:

<u>Fund</u>	<u>Account</u>	<u>Amount</u>
4011 Head Start Levy Reserve	383000	\$140,000
4520 Capital Road	383000	27,230
5210 Water Utilities	3343021-371010	63,293
5410 Solid Waste	3343042-371010	8,778

EXPENDITURE BUDGET:

<u>Fund</u>	<u>Account</u>	<u>Object</u>	<u>Amount</u>
4005 Capital Improvements	521001	820	\$103,784
5410 Solid Waste	430801	398	102,876

Dated this _____ day of September 2020.

Kevin Hart, Chairman
Anaconda-Deer Lodge County Commission

ATTEST:

Lori Strum
Clerk of the Commission

**RESOLUTION NO. 20-24
A RESOLUTION ESTABLISHING THE MILL LEVY
FOR ANACONDA-DEER LODGE COUNTY
FOR FISCAL YEAR 2020-2021**

BE IT RESOLVED by the Commission of Anaconda-Deer Lodge County as follows, to wit:
That the following Mill Levy for FY 2020-2021 is hereby set for the area opposite the said name:

COUNTY-WIDE FUNDS

	<u>Number of Mills</u>	<u>Mill Value</u>
General Fund	89.00 mills	\$14,257
Road Fund	42.00 mills	\$14,257
Weed Control Fund	1.00 mills	\$14,257
Library Fund	1.00 mills	\$14,257
Law Enforcement	101.50 mills	\$14,257
Emergency Dispatch/9-1-1	35.00 mills	\$14,257
Care of Prisoners	35.00 mills	\$14,257
	<u>304.50 mills</u>	

CITY

City Differential	34.49 mills	\$5,293
City Fire District	126.00 mills	\$5,377

AGENCY FUNDS

Opportunity Volunteer Fire Fund	5.50 mills	\$1,819
Joint Fire District Volunteer Fire Fund	6.43 mills	\$505
West Valley Volunteer Fire Fund	12.00 mills	\$1,464
Lost Creek Volunteer Fire Fund	13.60 mills	\$641
Wise River Fire Fund	25.00 mills	\$283
Georgetown Volunteer Fire Fund		\$60.00/unit

SPECIAL ASSESSMENT DISTRICTS

Cemetery Fund (all but 12-C & 12-0)	0.00 mills	\$13,839
Opportunity Light District	35.00 mills	\$416
Soil and Conservation Fund	2.67 mills	\$5,041
West Valley Mosquito Control Fund	0.00 mills	\$1,251
Opportunity Mosquito Control Fund	0.00 mills	\$1,767
Wastewater Treatment Fund	Residential Fee:	\$215.00/unit
	Commercial Fee:	\$90.00/unit
Street Lighting District No. 140		\$0.019/square foot
Street Lighting District No. 150		\$0.028/square foot
Solid Waste Fund		\$72.00/unit
Solid Waste - Big Hole Fund		\$88.00/unit
TERESA ANN PAVING PROJECT SID #74	Amount remaining 1st half	\$0.00
	Amount remaining 2nd half	\$0.00
ROAD MAINTENANCE 01-GT	PER PARCEL	\$357.00

SPECIAL LEVY VOTED FUNDS

Library Special Levy	3.00	mills	\$14,257
Cemetery Special Levy	11.00	mills	\$13,839
Emergency Disaster	0.00	mills	\$14,257
Senior Transportation Special Levy	1.00	mills	\$14,257
Senior Services Special Levy	1.00	mills	\$14,257
Search & Rescue Special Levy	2.00	mills	\$14,257
Head Start Special Levy	4.00	mills	\$14,257
Jail General Obligation Debt	7.50	mills	\$14,257
West Valley Volunteer Fire Special Levy	30.00	mills	\$1,464

STATE

University Millage	6.00	mills	\$14,257
State Equalization Levy	40.00	mills	\$14,257
General County Equalization Levy (All Elementary Districts)	33.00	mills	\$14,257
General High School Equalization Levy	22.00	mills	\$14,257

Dated this 8th day of September, 2020.

Kevin Hart, Chairperson
Anaconda-Deer Lodge County Commission

Attest:

Lori Sturm
Clerk of the Commission

RESOLUTION NO. 20-25
A RESOLUTION ADOPTING A BUDGET FOR
ANACONDA-DEER LODGE COUNTY
FOR FISCAL YEAR 2020-2021

WHEREAS, pursuant to section 7-6-4030, MCA, the Board of County Commissioners of Anaconda-Deer Lodge County, Montana held a public hearing on August 25, 2020 on the proposed budget of Anaconda-Deer Lodge County for Fiscal Year 2020-2021 as required by law.

NOW, THEREFORE, BE IT RESOLVED by this Board of County Commissioners that the Budget be approved and adopted for fiscal year 2020-2021; and

FURTHER, BE IT RESOLVED by this Board of County Commissioners that the levies as detailed below be fixed and adopted for fiscal year 2020-2021, based on the value of a mill of \$14,257.290 county-wide and a value of \$5,293.072 inside the city limits of Anaconda-Deer Lodge County. This is lower than last year's (FY 2019-2020) mill value of \$14,412.823 county-wide but a higher mill value compared to last year of \$5,199.087 inside the city limits.

Effective the 1st day of July 2020.

Kevin Hart, Chairman
Anaconda-Deer Lodge County Commission

Attest:

Lori Sturm
Clerk of Commission

RESOLUTION NO. 20-26

A RESOLUTION REQUIRING ALL TWO HUNDRED FIFTY-EIGHT PROPERTIES IN THE WEST VALLEY SEWER DISTRICT TO PAY ESTABLISHED SEWER FEES SET BY RESOLUTION

WHEREAS, Anaconda-Deer Lodge County established the West Valley Sewer Extension Project consisting of Phase 1 and Phase 2; and

WHEREAS, the A-DLC West Valley Sewer District was established in 2016 to mandate two hundred fifty-eight (258) properties to connect to the A-DLC Wastewater Sewer Plant; and

WHEREAS, A-DLC prepared Grants and Home Loans to LMI residents of the West Valley Sewer District in 2016, 2017, 2018, 2019 and 2020 to help provide for service connections to the Wastewater Sewer Plant; and

WHEREAS, an estimated total of 185 properties have connected to the A-DLC Wastewater Sewer Plant as of the signing of this Resolution; and

WHEREAS, Phases 1 and 2 of this project shall be completed by summer's end of 2020; and

WHEREAS, all sewer connections to the A-DLC Wastewater Treatment Plant are required to pay the established Sewer Fee.

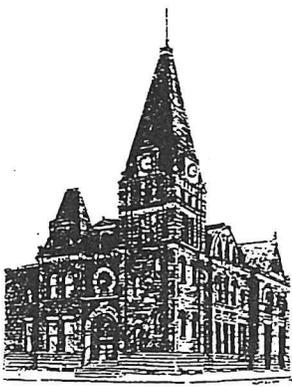
NOW, THEREFORE, be it resolved by the Commissioners of Anaconda-Deer Lodge County that all two-hundred and fifty-eight (258) properties located within the established West Valley Sewer District be required to pay the established Sewer Fee set by Resolution.

Dated this ____ Day of September, 2020.

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

ATTEST:

Clerk of the Commission



Copper Village Museum and Art Center

401 East Commercial • Anaconda, MT 59711 • Phone (406) 563-2422

Anaconda Deer Lodge County
Board of Commission
800 Main St.
Anaconda, MT. 59711
August 12, 2020
Re: Request for Funding



Board of Commissioners:

The Marcus Daly Historical Museum and Archives has made so many improvements thanks to your generous donations. We have purchased a scanner, Archive storage containers and shelving. It looks great! We are on track to providing a well-organized Museum and Archive.

Copper Village Museum and Art Center would like to request a donation in the amount of \$3500. We have been very thankful for your support in the past and hope you would consider us when planning for your 2020-2021 budget.

As we move forward in continuing to organize catalog and digitize our photos we need additional protective Archive storage. Archival quality storage is expensive and our goal is to have every item and photo correctly stored to keep it preserved. If we received this donation it would help us very much. Thank You for your consideration with this request.

Copper Village Museum and Art Center
Co-Directors,
Shannon Warner and Michelle Heppler

Shannon Warner *Michelle Heppler*

Adopted:

ANACONDA-DEER LODGE COUNTY

POSITION DESCRIPTION

DEPARTMENT: Public Health

POSITION: Public Health Emergency Preparedness Coordinator

ACCOUNTABLE TO: Public Health Director

SUMMARY OF WORK:

This position is under the direct supervision of the Public Health Director and is responsible for the administration of the Public Health Emergency Preparedness (“PHEP”) grant for Anaconda-Deer Lodge County. Responsible for the planning of and training for health department response to disasters or major situations of health impact within Anaconda-Deer Lodge County, such as but not limited to infectious or emerging disease outbreaks or air, water or other environmental quality emergencies.

JOB CHARACTERISTICS:

Nature of Work: This position is involved in analyzing and evaluating public health emergency information and taking action accordingly. This position requires some physical stamina and endurance. Work is performed mainly in an office setting during normal office hours. Position is required to travel to various locations within the service area to offer services, attend meetings and training. Position must adhere to health and safety procedures at all times.

Personal Contacts: Frequent contact with the public, physicians, hospitals, pharmacies, and nursing homes as well as schools, health, social and welfare agencies through direct contact. Frequent contact with the Department of Public Health and Human Services is required.

Supervision Received: Position receives moderate supervision from the Director of Public Health through direct contact, face-to-face, and by telephone.

Supervision Exercised: None.

Adopted:

Essential Functions: *These duties are the essential functions and are not all-inclusive of all duties that the incumbent performs.*

- Maintains confidentiality of all client information per Health Insurance Portability and Accountability Act (HIPAA).
- Maintains frequent contact with DPHHS, Public Health Nurses and local planning partners, healthcare facilities, businesses and organizations to accomplish planning activities.
- Participates in county Local Emergency Planning Committee (LEPC).
- Maintains training, exercise and response records.
- Attends meetings and conferences as required by PHEP grant.
- Develops memoranda of understanding with local partners or facilities for PHEP activities.
- Maintains registry of volunteers and local health alert contacts.
- Maintains registry of county demographics, vulnerable populations (schools, residential facilities) and risk assessments.
- Plans, organizes and exercises immunization and dispensing sites for public health emergencies.
- Coordinates public health planning and exercise efforts with local partners, and regional and state partners as situations require.
- Prepares and maintains current PHEP plans, protocols and memoranda of understanding.
- Works within National Incident Management System structure.
- Communicates with partnering response agencies and members of the public.

Adopted:

- Assists public information officer (PIO) in preparing materials for crisis risk communications related to public health situations.
- Prepares grant reports and documents.

Non-Essential Functions:

- Must be willing to take National Incident Management System (NIMS) and Incident Command System (ICS) courses, and all other training provided and required by the various State programs in emergency preparedness.
- Subject to security background check.

JOB REQUIREMENTS:

Knowledge: This position requires a working knowledge of: public health needs and procedures

Skills: This position requires skills in: operating and maintaining patient care; diagnostic equipment; conducting immunization and other clinics, evaluating and reporting public health needs; basic computer operation and applicable software.

Abilities: This position must have the ability to: recognize individual health needs; maintain HIPPA regulations of confidentiality; think creatively; work independently; communicate effectively orally and in writing; exercise good judgment; follow rules and guidelines; promote policies and procedures; establish and maintain effective working relationships with fellow employees, supervisors, and the public.

EDUCATION AND EXPERIENCE:

The above knowledge, skills and abilities are typically acquired through a combination of education and experience equivalent to:

Associate of Arts Degree in business, human service, public health, medical field, technical writing or (preferred) emergency management. Two years of experience in position with policy- and plan- writing experience. Minimum of one year as volunteer or employee with response agencies such as disaster and emergency services, fire, hospital or ambulance, law enforcement, or search and

Adopted:

rescue preferred. Other degrees and experience will be considered depending on qualifications and experience as related to position duties.

Other Requirements:

- Must possess a valid Montana Driver's License.
- Position should be vaccinated for Hepatitis B.
- Must take and pass all competency-based training provided and required by the various State programs.
- Must be vaccinated for influenza annually.

JOB PERFORMANCE STANDARDS:

Evaluation of this position will be based primarily upon the preceding job description requirements and duties. Examples of job performance criteria include, but are not limited to, the following:

- Performs assigned duties.
- Observes work hours.
- Demonstrates punctuality.
- Deals effectively with the public with dignity and respect.
- Conducts investigations when needed.
- Operates within approved departmental budget.
- At all times **strictly** adheres to client confidentiality.
- Provides professional services and programs to improve community health profiles.
- Maintains accurate records; prepares and submits accurate and timely reports.
- Coordinates activities and referrals with other agencies.
- Establishes and maintains effective working relationships with fellow employees, supervisors and the public.

Due to the need for all Health Department personnel to respond to public health emergencies, the employee must be assessed for his/her ability to meet the physical demands of performing the following activities:

- Engage in the following movements: climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, fingering, grasping, feeling and writing and repetitive motions.

Adopted:

- Exert up to 30 pounds of force occasionally, and/or negligible amount of force constantly to move objects.
- Hearing ability sufficient enough to communicate with others effectively in person and over the phone.
- Visual ability must be sufficient enough to read typewritten documents, computer screen and drive a car.

If unable to demonstrate these abilities based upon a standardized, objective assessment performed by external occupational health professionals, all reasonable accommodations will be made, in compliance with the Americans with Disabilities Act and any other Federal and Montana law.

Working Conditions While Performing Essential Functions:

Work performed in general office setting in health department facilities, as well as occasionally in community sites.

Work performed in the community is sometimes subject to conditions that range from inclement weather to dangerous conditions such as snow/ice, cold, heat, noise, wetness/humidity, vibration, sudden temperature changes, and poor illumination at the job site or due to travel on the job. Travel to and from field locations may subject worker to communicable diseases, insects and other disease vectors, toxins, hazardous materials, chemicals, and animals.

In all settings employees in this classification may occasionally need to relate to members of the public who exhibit challenging atypical or hostile behaviors and/or communication.

Equipment Used to Perform Essential Functions:

Including, but not limited to computer, fax, copier, multi-line telephone, medical equipment and supplies related to duties, and personal or county vehicle.

Disclaimer: The above statements describe the general nature, level, and type of work performed by the incumbent(s) assigned to this classification. They are not intended to be an exhaustive list of all responsibilities, demands, and skills required of personnel so classified. Job descriptions are not intended to and do not imply or create any employment, compensation, or contract rights to any person or persons. Management reserves the right to add, delete, or modify any and/or all provisions of this description at any time as needed without notice. This job description supersedes earlier versions.

I _____ have reviewed the above job description. Date: _____
(Employee)

LEASE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2020 between Anaconda-Deer Lodge County, LESSOR, and the Smelter City Senior Citizens, a not-for-profit 501(c)(3) corporation located in Anaconda, Montana, LESSEE, for the purpose of leasing real property consisting of a building, grounds, and parking lot and commonly known as the Metcalf Memorial Senior Citizens Center.

WITNESSETH

1. PREMISES LEASED:

In consideration of rents to be paid and covenants to be performed by Lessee as set forth in this agreement, Lessor does lease to Lessee, the property including building and grounds located at **115 East Pennsylvania Avenue** and more particularly described in Microfilm Book 20, Page 113, in the Office of the Anaconda-Deer Lodge County Clerk and Recorder.

2. TERM:

The lease is for a period of **FIVE** years beginning **July 1, 2020 and ending June 30, 2025**. This lease shall be renewable upon sixty (60) days written notice from the Lessee prior to the end of the term. Said written notice shall include a copy of the Lessee's Board minutes approving such annual renewal. The renewable provision of this Part 2 shall be subject to the termination provisions of Part 9.

3. RENTAL:

Lessee agrees to pay one dollar (\$1.00) U.S. and other good and valuable considerations upon execution of this lease and upon each subsequent executed renewal under this Lease Agreement.

4. MAINTENANCE:

Lessee agrees to protect the premises and to keep them in a reasonably clean, sanitary and orderly condition. The **Lessee** will be responsible for maintaining the structural integrity of the building including the roof, walls and floors. The **Lessee** will also maintain the electrical and mechanical systems. Lessee, at its own expense, shall maintain all other aspects of the property. Lessee further agrees to accept the premises AS IS as of the date

of this lease. Lessee shall not make alterations to the premises without written permission from the Lessor.

5. UTILITIES:

The payment of the expense of all utilities shall be the responsibility of the Lessee.

6. USE OF PREMISES:

It is understood and agreed that this lease is made for the purpose of permitting the Lessee the right of full and beneficial use of the existing building, improved easterly parking area, landscaping, sidewalks, driveways and other miscellaneous improvements that exist on the previously described property as of the date of this lease for the operation of a senior citizen facility in accordance with the rules and regulations established by the Smelter City Senior Citizens Board of Directors.

Lessee shall provide Anaconda-Deer Lodge with an inventory of all furniture, fixtures, and equipment within thirty (30) days following the execution of this Lease Agreement.

7. ASSIGNMENT OR SUBLEASE:

Lessee shall not assign this lease agreement. Lessee shall not sublet the leased property without Lessor's Board of County Commissioners approval and written permission. Lessee shall be entitled to sublet for short-term (less than seven (7) days) social or political events, entertainment or other activities permitted by Lessee's operation rules and regulations.

8. SURRENDER OF PREMISES TO LESSOR:

Lessee further agrees, at the termination of this lease, for whatever reason, to immediately surrender possession of the premises to the Lessor, including any keys in the possession of Lessee and Lessee's tenants under Part 7.

9. TERMINATION:

The Lessor or Lessee shall have the right to terminate this lease any time upon fifteen (15) days written notice. If the lease is terminated with Lessee in good standing, the Lessee will be allowed to remove unattached equipment.

10. LIABILITY:

Lessee agrees to indemnify and hold Lessor harmless against any liability to persons or damages to personal property on the leased premises caused by the acts, omissions, use or occupancy of the leased premises by Lessee, its customers, patrons or employees.

11. RISK OF LOSS AND INSURANCE:

Lessee shall bear the entire risk of loss, theft, damage or destruction of the leased premises and facilities during the term of this lease. Lessee shall obtain and maintain at all times during the term of this lease comprehensive general liability policy against any loss or liability for damages which might result from the use, occupancy or condition of the premises in such amounts as follows:

Liability limits of: \$1 million per occurrence/ \$2 million aggregate;
Fire legal liability at a minimum of: \$500,000;
Name Anaconda-Deer Lodge County as additional insured; and
Provide proof of insurance to the Chief Executive at least annually.

12. RIGHT OF ACCESS:

Lessee acknowledges and agrees that from time to time it may be necessary for Lessor's representative to access the facility; any person needing access shall identify themselves to Lessee. Such access shall be during usual operating hours, unless an emergency exists.

13. ENFORCEMENT:

In any action between the parties hereto seeking enforcement of any of the terms and provisions of this lease, the prevailing party in such action shall be awarded in addition to other relief, its' reasonable costs and expenses and reasonable attorney fees.

14. TIME IS OF THE ESSENCE:

Time is and shall be deemed of the essence with respect to the performance of each provision of this lease.

15. NOTICES:

All notices required by the Agreement shall be given as follows:

LESSOR: Chief Executive
Anaconda-Deer Lodge County
800 Main Street
Anaconda, MT 59711

LESSEE: Administrator
Metcalf Senior Citizens Center
115 East Pennsylvania Avenue
Anaconda, MT 59711

All notices shall be given by certified mail at the addresses set forth above to be effective under this agreement.

16. OWNERSHIP:

Lessee retains title of ownership to all unattached equipment provided by Lessee. Lessor retains title to the real property.

17. BINDING EFFECT:

This lease shall be binding upon and inure to the benefit of the parties and their successors.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year written above.

LESSOR:

Anaconda-Deer Lodge County
Executed By:

Bill T. Everett
Chief Executive Officer

LESSEE:

Smelter City Senior Citizens Center
Executed By:

Kate Coward, Co-Director

8/6/2020

To the Commissioners of Anaconda-Deer Lodge County

On behalf of Anaconda Local Development Corporation (ALDC), I would like to submit this petition to abandon a small portion of Deer Lodge Drive, a dead-end spur street that is adjacent to our property along Deer Lodge Drive and Harrison Street (Exhibit 1).

The platted street was originally created via the Industrial Park Addition Subdivision in 1982. As you can see in Exhibit 1, the street is 200' feet long and 50' wide and then dead ends. The street is located within Block 4 between Lots 5 and 7. The platted street terminates into Anaconda-Deer Lodge County property, the Charlotte Yeoman Fields. ALDC owns the adjacent properties to the north and south, Lots 5 and 7 respectively. ALDC has a prospective buyer for these properties but would like to abandon the dead-end spur to aggregate the lots and make the property ideal for development.

ADLC and ALDC are pursuing this abandonment in concurrence with the future establishment of the Old Work Road that will be an extension from Deer Lodge Drive to the Old Works golf course. The future road will be located entirely on County property and will still service the ballfields and connect to the maintenance shop. There are some millings on the County property extending from the constructed road and platted right-of-way that leads behind the back of the ballfields, but the road will not be removed at this time as ALDC is interested in keeping the approach and street spur for a prospective buyer. Apart from ALDC and ADLC, the only other adjacent landowner is Space Center Storage LLC (to the east), but this abandonment shall not adversely affect them as their approach to their business is from Anaconda Drive on the southern boundary of their property. There are no other adjacent landowners.

The abandonment of this street allows for future development on the private lot and helps rearrange property lines so that the County can establish Old Works Road entirely on County owned property. The proposed abandonment removes barriers for development and assists ALDC to sell the land.

Submitted by:

<u>Adam Kautner - ALDC</u>	<u>118 E Elk</u>	<u>8/10/2020</u>
Name	Address	Date

By signing this petition, we acknowledge that we are current freeholders of the ADLC road district and request that a 200' x 50' portion of Deer Lodge Drive be abandoned by the ADLC Commission.

<u>Ludwig Yonacko</u>	<u>1209 W 3rd</u>	<u>8.10.2020</u>
Name	Address	Date

<u>Teale Miller</u>	<u>1817 Hamburg</u>	<u>8-10-2020</u>
Name	Address	Date

Bud Myott

Name

1618 Montana Drive

Address

8-10-2020

Date

Joather Collins

Name

28 Fir Tree Lane

Address

8-10-2020

Date

Keith Collins

Name

28 Fir Tree Lane

Address

8-10-2020

Date

John Char

Name

372 Garrity

Address

8-10-2020

Date

Kevin D. Beck

Name

199 Handfall Rd

Address

8/10/20

Date

Drew Allen

Name

504 Elm St

Address

8/10/20

Date

Ch Wray

Name

1637 Thomas Ave

Address

8/10/20

Date

Eric Anderson

Name

802 E 7th

Address

8/10/20

Date

Name

Address

Date

Name

Address

Date

8/6/2020

To the Commissioners of Anaconda-Deer Lodge County

On behalf of Anaconda Local Development Corporation (ALDC), I would like to submit this petition to abandon a small portion of Polk Street, a dead-end spur street that is adjacent to our property along near Deer Lodge Drive (Exhibit 1).

The platted street was originally created via the Industrial Park Addition Subdivision in 1982. As you can see in Exhibit 1, the street is 328' feet long and 40' wide and then dead ends. The street is located within Block 3 between Lots 2 and 3A. The platted street terminates into Anaconda Local Development Property (soon to be an RV resort). ALDC owns the adjacent properties to the north and south, Lots 2 and 3A respectively. ALDC has a prospective buyer for these properties but would like to abandon the dead-end spur to aggregate the lots and make the property ideal for development.

ADLC and ALDC are pursuing this abandonment in concurrence with the future establishment of a high end RV Resort near the Old Works golf course. Apart from ALDC and ADLC, the only other adjacent landowner is Tom Sawyer (to the south), but this abandonment shall not adversely affect them as their approach to their business is from the remaining Polk Street on the eastern boundary of their property. There are no other adjacent landowners.

The abandonment of this street allows for future development on the private lot and helps rearrange property lines so that the County can establish a high end RV Resort. The proposed abandonment removes barriers for development and assists ALDC to sell the land.

Submitted by:

<u>Adam Vankovic - ALDC</u>	<u>117 E 7th</u>	<u>8/10/2020</u>
Name	Address	Date

By signing this petition, we acknowledge that we are current freeholders of the ADLC road district and request that a 328' x 40' portion of Deer Lodge Drive be abandoned by the ADLC Commission.

<u>Lynne Ylanillo</u>	<u>1209 W 3rd</u>	<u>8-10-2020</u>
Name	Address	Date

<u>Paul Fuller</u>	<u>1817 Hamburg</u>	<u>8-10-2020</u>
Name	Address	Date

<u>Bob Myette</u>	<u>1610 Montana Drive</u>	<u>8-10-2020</u>
Name	Address	Date

Heather Collins

Name

28 Fir Tree Lane

Address

8-10-2020

Date

Keith Collins

Name

28 Fir Tree Lane

Address

8-10-2020

Date

John Chor

Name

372 GARRI

Address

8/10/20

Date

Kevin D. Beck

Name

199 Hammond Gill

Address

8/10/20

Date

Drew Allen

Name

504 Elm St

Address

8/10/20

Date

Eric Anderson

Name

808 E 7th St.

Address

8/10/20

Date

W. W. Peay

Name

1437 Thomas Ave

Address

8/10/20

Date

Name

Address

Date

Name

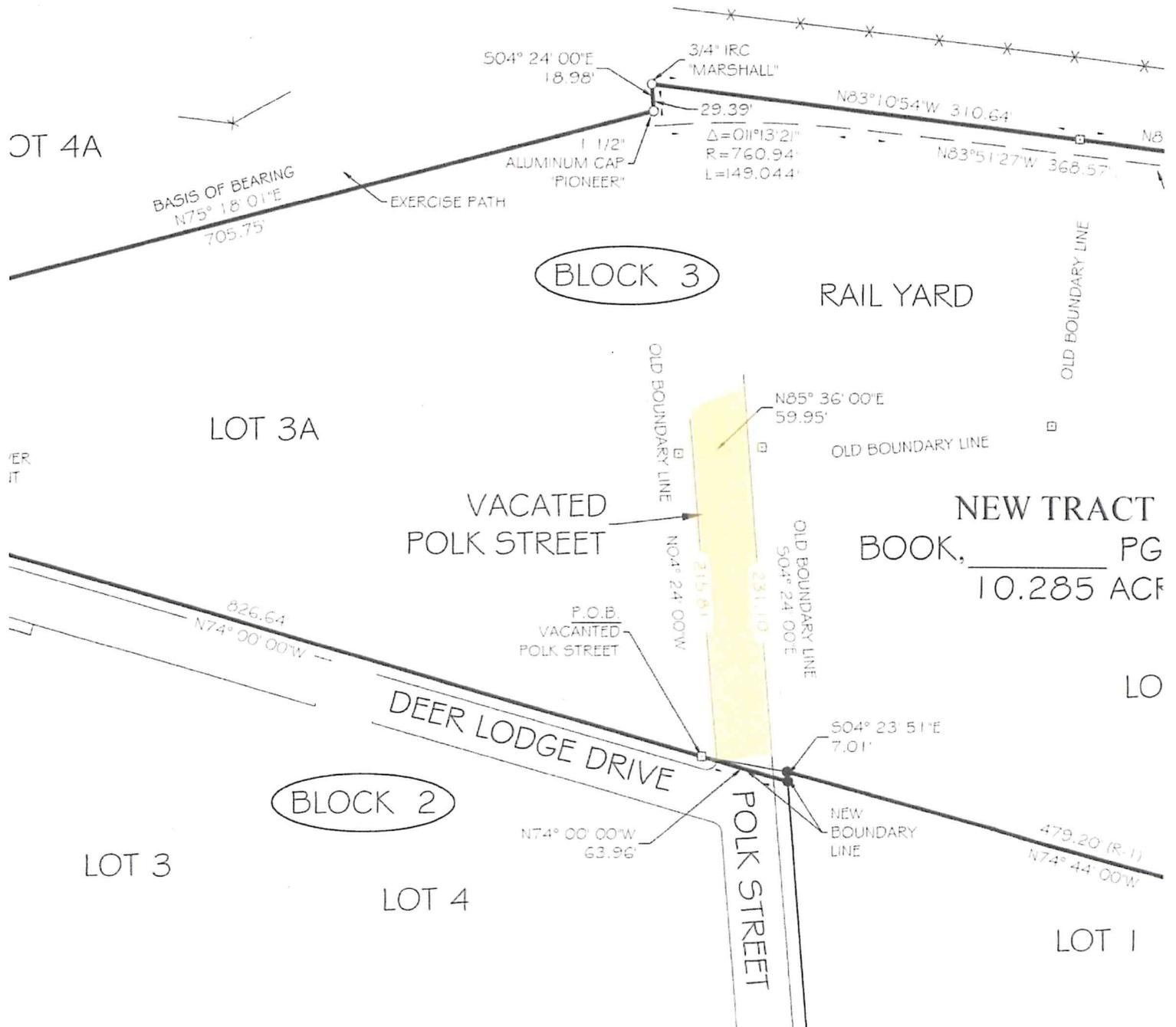
Address

Date

LODGE COUNTY, MONTANA

PAGE 2 OF 2

OWNER(S) OF RECORD: RED BULL INVESTMENTS, LLC.



Prepared by:

Name: Anaconda Local Development Corporation
Address: 118 East 7th Street, Anaconda, MT 59711
Telephone: 4065635538

After Recording Return to:

Name: Anaconda Local Development Corporation
Address: 118 East 7th Street, Anaconda, MT 59711

Tax parcel(s): S02, T04 N, R11 W, ACRES 1.54, RR LOADING & UNLOADING YARD | INDUSTRIAL PARK,
S02, T04 N, R11 W, BLOCK 3, Lot 2

GRANT OF TRAIL EASEMENT

THIS GRANT OF TRAIL EASEMENT dated _____ is made by **Anaconda Local Development Corporation** (the "Owners") in favor of **Anaconda Deer Lodge County** (the "Holder") with respect to the following parcel(s) of land (the "Property") more fully described in exhibit A.

Street address: County: Deer Lodge

Parcel identifier: State: Montana

Trail Easement

1. Owners grant to Holder an easement in perpetuity to establish and make available for public use a trail, approximately 30 feet in clear tread width, that distance is defined as being measured 15' from the existing centerline of the trail in both directions, in the location within the Property shown on the easement plan attached as exhibit B. The easement includes the right to install footbridges, retaining walls, and other structures as necessary to prevent erosion and facilitate passage through wet areas; and install markers and other signs related to the trail.
2. Recreational Use
The State of Montana "Recreational Use Statute" (M.C.A. 70-16-301 and 302) will apply to the trail corridor for liability purposes
3. Recorded Document
This grant is to be recorded against the Property so as to be perpetually binding upon the undersigned Owners and their successors and assigns.
4. Exhibits
Each exhibit referred to in this grant is made a part of this grant by this reference.
5. Entire Agreement
This grant is the entire agreement of Owners and Holder pertaining to the trail and supersedes any other agreements or understandings whether or not in writing.
6. Consideration

The Owners acknowledge receipt of the sum of \$1.00 in consideration of this grant.

INTENDING TO BE LEGALLY BOUND, Owners have signed and delivered this grant to Holder as of the date set forth above.

_____ (Seal)

Owner's name: Adam Vauthier – Anaconda Local Development Corporation

The Holder joins in this grant to evidence its intention to be legally bound by its terms:

Anaconda Deer Lodge County

By: _____ (Seal)

Name of signatory: Kevin Hart

Title of signatory: County Commission Chairman

State of Montana County of _____

This instrument was signed or acknowledged before

me on _____ by _____

(Name of signer)

_____ (Notary Signature)

[Affix seal/stamp to the left or below]

Exhibit A: Property Parcels

Legal Descriptions:

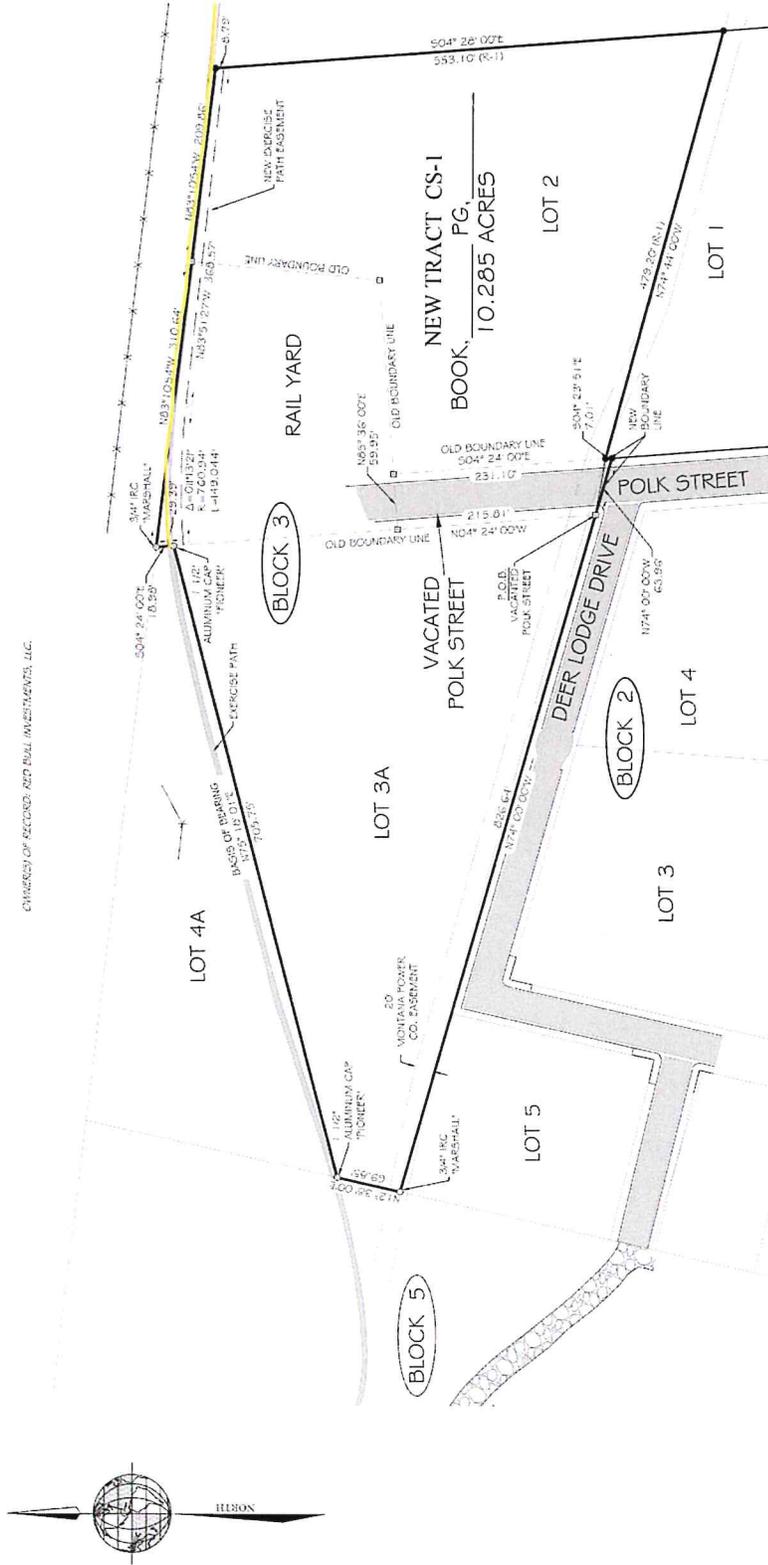
1. S02, T04 N, R11 W, ACRES 1.54, RR LOADING & UNLOADING YARD
2. INDUSTRIAL PARK, S02, T04 N, R11 W, BLOCK 3, Lot 2

AMENDED PLAT

OF THE INDUSTRIAL PARK ADDITION PLAT NO. 178-B
 LOCATED IN SECTION 2, TOWNSHIP 4 NORTH, RANGE 11 WEST, P.M.M.,
 DEER LODGE COUNTY, MONTANA

PAGE 2 OF 2

COMPANIES OF RECORD AND REAL INVESTMENTS, LLC

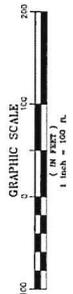


REFERENCES

- R. 1) SURVEY BY DONALD A. HENDERSON, 127355, DECEMBER 28TH 1992, RECORDED AS AMARCONIA INDUSTRIAL PARK ADDITION PLAT 177-B, DEER LODGE COUNTY CITY RECORDS OFFICE.
- R. 2) SURVEY BY LARRY MARSHALL, 711613, FEBRUARY 13TH 1999, RECORDED AS AMENDED SUBDIVISION PLAT 282-A, DEER LODGE COUNTY CITY RECORDS OFFICE.

BASIS OF BEARING

BASIS OF BEARINGS IS NORTH LINE OF LOT 3A OF PLAT # 282A



CERTIFICATE OF
 COUNTY CLERK & RECORDS
 THIS MAP WAS FILED IN THE OFFICE OF THE DEER LODGE COUNTY RE-
 CORDER OF COMMON SENSE SURVEYING & ENGINEERING.
 THIS DAY OF _____, 2020, AT _____, MONTANA
 AS INSTRUMENT NUMBER _____
 COUNTY CLERK & RECORDER _____
 BY: _____ DEPUTY _____

LEGEND

- SET 6"X 6" BY 30" REBAR WITH PLASTIC MARKED AT 5' P.L.S. # 13770
- FOUND MONUMENT AS NOTED
- COMPUTED POINT (NOTHING FOUND)
- EXISTING FENCE
- EXISTING ASPHALT
- EXISTING TRAIL

SCALE: 1
 CHECKED _____
 DATE: 06
 DRAWN BY _____
 DATE: 06
 PROJ: 2/C

**COMMON SENSE
 SURVEYING & ENGINEERING**
 1707 CONTINENTAL DR., BUTTE, MONTANA 59701
 * PH. (406) 733-7395 * CELL. (406) 491-9456 *

CONNORS LAW FIRM, PLLC

212 EAST PARK AVENUE
ANACONDA, MONTANA 59711

KENNETH A. CONNORS
Attorney at Law

MELISSA D. HANSEN
Office Manager

Telephone (406) 563-5297
Fax (406) 563-5298
connorslawfirm@qwestoffice.net

August 14, 2020

Bill Everett, Chief Executive Officer
Anaconda-Deer Lodge County
800 South Main Street
Anaconda, MT 59711



RE: REAL PROPERTY DONATION AGREEMENT PROPOSED BY SMELTER CITY
RECREATION COMPLEX

Dear Mr. Everett:

Please find enclosed the Real Property Donation Agreement that Smelter City Recreation Complex ("SCRC") is proposing to enter into with Anaconda-Deer Lodge County for SCRC's acquisition of real property in the East Yards.

Based upon our recent phone conversation, it is my understanding that you are going to deliver it to the Commissioners and place it on the agenda for their next work session. If that is not correct, please let me know.

If you have any questions or you would like to discuss the Agreement, please feel free to give me a call. Otherwise, I will assume that you will forward the Agreement to the Commissioners for their review and consideration.

Thank you.

Very truly yours,

Connors Law Firm, PLLC

By: 
Kenneth A. Connors

KAC/mdh
Enclosure

REAL PROPERTY DONATION AGREEMENT

This Real Property Donation Agreement (“Agreement”) is made and entered into this ____ day of _____, 2020 (the “Effective Date”), by and between Anaconda-Deer Lodge County, a consolidated governmental entity organized under the Constitution and laws of the State of Montana, the address of which is 800 South Main Street, Anaconda, MT 59711, as Donor (hereinafter referred to as “Donor”), and Smelter City Recreation Complex, a Montana non-profit corporation with 501(c)(3) status, the address of which is 123 Main Street, Anaconda, MT 59711, as Donee (hereinafter referred to as “Donee”).

RECITALS:

WHEREAS, Donee desires to acquire real property from Donor for the purpose of constructing a community recreation complex in the area commonly known as the East Yards located east of Anaconda, Montana;

WHEREAS, Donor desires to donate real property to Donee for such purpose;

WHEREAS, the parties have reached an agreement regarding the terms and conditions under which Donor will donate, and Donee will accept a donation of, real property for such purpose; and

WHEREAS, the parties desire to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the mutual promises and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE I DESCRIPTION OF THE PROPERTY AND INTERESTS TO BE CONVEYED

1.1. Conveyance of Property. Subject to the terms and conditions set forth in this Agreement, Donor hereby agrees to convey to Donee by Warranty Deed the Thirty-One and 57/100 (31.57) acre parcel of real property described in Exhibit A and depicted on Exhibit A-1 (the “Land”), both of which are attached hereto and incorporated herein by reference, together with Donor’s interest, if any, in the following: (i) the improvements, buildings, appurtenances, structures and fixtures presently located on the Land, if any; (ii) the minerals and mineral rights underneath, upon, or otherwise appurtenant to the Land, including, without limitation, oil and gas rights and sand and gravel rights; (iii) the easements, rights-of-way and rights of ingress and egress benefitting and/or burdening the Land; and (iv) the rights, liabilities, obligations and appurtenances pertaining to the foregoing. The Land plus all of the other interests described in this Article I may be referred to in this Agreement collectively as “the Property.” Donee acknowledges that Donor owns no water rights that are appurtenant to the Property.

1.2. Survey for the Property. The parties acknowledge that the legal description to be used for the Property will be created by a survey prepared by surveyor Tom J. Moodry of Moodry

Southwest Technical Surveying. The parties also acknowledge that the legal description contained in Donee's Preliminary Title Insurance Commitment that will be issued for the transaction contemplated herein will be derived from such survey. The parties agree that the legal description contained in Donee's Preliminary Title Insurance Commitment shall be used in the Warranty Deed by which Donor will convey the Property to Donee. Upon the execution of this Agreement, Donor shall make arrangements for the preparation of the required Certificate of Survey. Donor shall be responsible for the cost of the preparation of the Certificate of Survey and any related field work, the cost of any required Subdivision Guarantee, any fees or costs required to obtain approval of, and complete, the subdivision of real property required for the transaction contemplated herein, and the fees incurred to file the Certificate of Survey. Donor shall also be responsible for (i) obtaining subdivision approval and approval of such Certificate of Survey by its Planning Department and any other agencies having jurisdiction over such matters and (ii) causing such Certificate of Survey to be filed. Donee shall cooperate with Donor for purposes of obtaining subdivision approval and approval of the required Certificate of Survey and causing such Certificate of Survey to be filed.

1.3. Requisition Option. Within Thirty-Six (36) months of the execution of this Agreement, Donee shall break ground on the Property for the purpose of initiating construction of the first phase ("Phase 1") of the community recreation complex that Donee intends to construct on the Property. If Donee does not break ground for such purpose within such Thirty-Six (36) month period, Donor shall have the option to require Donee to re-convey the Property to Donor. Donor's option to require Donee to re-convey the Property to Donor shall expire once Donee breaks ground for such purpose.

ARTICLE II **CONTINGENCIES**

2.1. Contingencies Procedure. The contingencies set forth in this Agreement shall be considered to be released, waived, or satisfied and the transaction contemplated in this Agreement shall close unless a party timely notifies the other party in writing that a contingency requested by the party giving the notice is not released, waived, or satisfied. If the contingency has no release date, the party receiving the written notice must receive it on or before the Closing Date. If the contingency does have a release date, the party receiving the written notice must receive it on or before the release date. If a contingency is not released, waived, or satisfied, this Agreement shall terminate unless the parties resolve the issue raised by the party giving the written notice and such resolution is memorialized in a written agreement executed by the parties.

2.2. Property Investigation Contingency.

(a) During the period commencing on the Effective Date through and including Closing, Donor shall permit Donee access to the Property and certain records related thereto ("the Records") (during Donor's regular business hours) to review, investigate, test, and evaluate the Property; prepare for acquisition of the Property; and plan for development of the Property following Closing. The access shall be subject to, and must be conducted in accordance with, the terms and conditions of this Agreement and all applicable laws. Donor shall also respond to any and all reasonable questions from Donee concerning the Property within a reasonable time.

(b) This Agreement is contingent upon Donee's approval of the condition of the Property as determined through physical inspections and/or record reviews that Donee may choose to have performed. If Donee chooses to have any inspections or reviews performed, Donee shall choose the party(ies) to perform the inspections and reviews and pay for the inspections and reviews. This contingency shall be deemed waived unless Donee delivers written notice to Donor of Donee's disapproval of the Property on or before the 31st day of August, 2022. If Donee's disapproval of the Property is based upon an inspection, report, or other document, Donee shall deliver a copy of the inspection, report, or document to Donor with Donee's written notice on or before the deadline set forth above. Donee shall also notify Donor whether Donee is terminating this Agreement or desires to request a remedy for the matters resulting in Donee's disapproval of the Property.

(c) If Donee desires to request a remedy for the matters resulting in Donee's disapproval of the Property, Donee's notice must identify all such matters and the remedies Donee is requesting to resolve such matters. This contingency shall be deemed to be waived if the parties enter into a written agreement that provides remedies for such matters. This Agreement shall automatically terminate if the parties have not entered into such a written agreement on or before the 15th day of September, 2022 or Donee has not indicated in writing on or before such day that Donee is willing to accept the Property subject to such matters.

2.3. Title Contingency. This Agreement is further contingent upon Donee's approval of a Preliminary Title Insurance Commitment obtained by Donee for the Property. Donee shall not have the right to object to the standard and usual printed exceptions and exclusions found in title commitments and/or title insurance policies (those exceptions not unique to the real property described above) ("the Standard Exceptions"). Donee shall not be obligated to object to monetary encumbrances that Donor is obligated to pay at or before Closing, if any, pursuant to the provisions of this Agreement.

2.4. Subdivision and Certificate of Survey Approval Contingency. This Agreement is further contingent upon (i) approval of the subdivision of real property required for the transaction contemplated herein by any agencies other than Donor having jurisdiction over such matters and (ii) approval of the required Certificate of Survey (and all matters shown thereon) by Donor, Donee, and any agencies other than Donor having jurisdiction over such matters.

2.5. Restrictions Contingency. Donee acknowledges that the Property is currently subject to restrictions and other matters contained in multiple documents filed for record in the real property records of Anaconda-Deer Lodge County, Montana ("the Restrictions"). This Agreement is further contingent upon Donee determining, in Donee's sole and absolute discretion, that the Restrictions, as they exist at Closing (whether in their current form or as modified), will not preclude or inhibit Donee's intended use of the Property.

2.6. Easement Contingency. This Agreement is further contingent upon Donor granting Donee a perpetual, exclusive easement over, across, and through Donor's property situated between the Property and Smelter Road (adjacent to and south of the Property) for the following purposes:

(a) Constructing, maintaining, repairing, improving, and using a private access road for vehicles, equipment, and pedestrians for ingress to, and egress from, the Property from Smelter Road; and

(b) Installing, constructing, maintaining, repairing, improving, replacing, and using underground wires, pipes, cables, switches, junction boxes, valves, and other equipment that supplies utility services from Smelter Road to the Property.

This Agreement is further contingent upon Donor and Donee agreeing upon the location and the width of the easement.

2.7. Prospective Purchaser Agreement and Bona Fide Prospective Purchaser Contingencies.

(a) Donor acknowledges that Donor, the United States Environmental Protection Agency (“EPA”), the State of Montana (“State”), and the Old Works Golf Course Authority or the Old Works Golf Course, Inc. entered into an Agreement and Covenant Not to Sue, also known as a Prospective Purchaser Agreement, on the 29th day of April, 1994 (“the PPA”) in which the EPA and the State agreed that if Donor acquired property from Atlantic Richfield Company and Donor complied with its obligations in the PPA, the EPA and the State would not seek to hold Donor civilly liable under CERCLA or CECRA for contamination existing in such property at the time. Donor further acknowledges that the Property is subject to the PPA. Donor agrees to accept and consider Donee’s input with regard to any modifications to be made to the PPA after the Effective Date and at or before Closing. This Agreement is further contingent upon (1) Donor transferring to Donee the protections from liability afforded Donor in the PPA as they will exist at Closing (whether in their current form or as modified), (2) Donee being released from responsibility for enforcing Donor’s Development Permit System and for implementing, maintaining, and enforcing Operations and Maintenance Activities required to be conducted on the Property, (3) Donee determining, in Donee’s sole and absolute discretion, that Donee is willing and able to comply with the obligations in the PPA that would be transferred from Donor to Donee (whether in their current form or as modified); and (4) Donee determining, in Donee’s sole and absolute discretion, that Donee will not be liable for contamination existing in the Property at the time of Closing under CERCLA, CECRA or any other environmental law, state or local law or regulation or under any common law theory.

(b) This Agreement is further contingent upon Donee obtaining any and all assurances that are required by Donee to determine, in Donee’s sole and absolute discretion, that Donee qualifies under the Bona Fide Prospective Purchaser program under 42 U.S.C. §9601(40) and §9607(r)(1) *et seq.* for protections afforded potential purchasers of real property from civil liability under CERCLA or CECRA for contamination existing in the real property proposed to be purchased.

(c) Donor shall take whatever actions are reasonably necessary, including, without limitation, assisting Donee and executing and delivering such documents as Donee may reasonably require, to effectuate the intent of the provisions in this Section 2.7.

2.8. Feasibility Study Contingency. This Agreement is further contingent upon Bannack Group, LLC, at the request and expense of Donee, completing a feasibility study for the purpose of assessing the probable levels and sources of charitable support for Donee’s

development of the Property and Donee determining, in Donee's sole and absolute discretion, that the probability and amount of such support is sufficient for Donee to proceed with, at a minimum, Phase 1 of Donee's development of the Property.

ARTICLE III DONATION

3.1 Donation. The conveyance of the Property by Donor to Donee is a charitable donation. Donee shall not be required to pay any monetary consideration to Donor for the Property. Donee shall execute any documentation reasonably requested by Donor to document the value and donative nature of the conveyance. Donee represents that it is a charitable organization in good standing under Section 501(c)(3) of the Internal Revenue Code that is qualified to receive charitable donations that are tax deductible on the part of donors of such contributions. Donor and Donee agree that the fair market value of the Property is Thirty-One Thousand Five Hundred Seventy and No/100 Dollars (\$31,570.00).

3.2 Permit. Donor hereby grants Donee permission to apply for, prior to Closing, any permits that may be required for Donee's development of the Property.

ARTICLE IV CLOSING

4.1. Date of Closing. Subject to the provisions of this Agreement, Donor and Donee shall consummate and close the transaction contemplated by this Agreement ("Closing") in Anaconda, Montana on or before the 20th day following the date upon which Donee notifies Donor that all contingencies requested by Donee have been or are released, waived, or satisfied, but no later than the 30th day of September, 2022 (the "Closing Date"). Such transaction may be closed at such earlier or later time as the parties may agree to in writing.

4.2. Form of Transfer. At Closing, Donor shall convey the Property to Donee by Warranty Deed. Such Warranty Deed shall vest marketable title in Donee and such title shall be free and clear of all liens, charges, encumbrances, and leases and be subject only to the Standard Exceptions and any other exceptions identified in Donee's Preliminary Title Insurance Commitment that are approved by Donee prior to Closing.

4.3. Closing Documents.

(a) **Donor.** At Closing, Donor shall execute and deliver the Warranty Deed to Donee, together with an appropriate Realty Transfer Certificate.

(b) **Donee.** At Closing, if requested by Donor, Donee shall execute and deliver to Donor a Noncash Charitable Contribution form reasonably satisfactory to Donor and Donee in form and substance, or other confirmation of the donative character of this transaction.

(c) **Other Closing Matters.** Each of the parties shall execute and deliver such other documents and instruments as may be required by this Agreement or as may be reasonably necessary to effectuate the provisions of this Agreement. Each of the parties shall also take whatever other actions are reasonably necessary to effectuate the provisions of this Agreement.

4.4. Payment of Existing Encumbrances. Donor shall pay preexisting monetary encumbrances affecting all or any portion of the Property, if any, at or before Closing.

4.5. Closing Costs. Donee shall be responsible for the premium for Donee's title insurance and for the fees required to record the Warranty Deed. Unless otherwise specifically provided in this Agreement, and except for the items described in Section 4.6 hereof, if any, Donor and Donee shall be responsible for an equal share of all other customary closing costs which are charged to sellers and purchasers of real property in the State of Montana at the time of Closing. Donor shall not be required to pay any legal, consulting and/or administrative fees incurred by Donee in the negotiation of this Agreement or any other document executed in connection with the transaction contemplated herein. Donee shall not be required to pay any legal, consulting and/or administrative fees incurred by Donor in the negotiation of this Agreement or any other document executed in connection with the transaction contemplated herein.

4.6. Prorations. Neither Donor nor Donee are or will be required to pay real property taxes and assessments for the Property. Utilities, if any, and any other matters customarily prorated for similar transactions in the State of Montana shall be apportioned between Donor and Donee and shall be prorated to the date of Closing.

4.7. Possession. Possession of the Property shall be delivered to Donee on the date the transaction contemplated by this Agreement closes.

4.8. Conditions Precedent to Closing.

(a) Donor Conditions Precedent. Completion or satisfaction of each of the following matters shall be a condition precedent to Donor's obligation to close the transaction contemplated by this Agreement:

- (i) All contingencies set forth in this Agreement requested by Donor shall be released, waived, or satisfied;
- (ii) All representations and warranties of Donee set forth in this Agreement shall be true and correct as of Closing; and
- (iii) The closing documents shall be satisfactory to Donor in form and content.

(b) Donee Conditions Precedent. Completion or satisfaction of each of the following matters shall be a condition precedent to Donee's obligation to close the transaction contemplated by this Agreement:

- (i) All contingencies set forth in this Agreement requested by Donee shall be released, waived, or satisfied;
- (ii) All representations and warranties of Donor set forth in this Agreement shall be true and correct as of Closing;
- (iii) The closing documents shall be satisfactory to Donee in form and content; and

- (iv) The condition of title shall not have materially changed from the effective date of Donee's Preliminary Title Insurance Commitment.

Any or all of the foregoing conditions precedent may be waived, in whole or in part, by the party benefitted by the condition precedent, but such waivers must be made in writing to be effective.

ARTICLE V

CONDITION OF PROPERTY, DISCLOSURES, AND INDEMNIFICATION

5.1. Nature of Donation of the Property. Donee acknowledges and agrees that Donor has not made, does not make, and specifically negates and disclaims any and all representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever that are not specifically and affirmatively set forth in this Agreement or the Warranty Deed, whether express or implied, oral or written, past, present or future, with respect to the suitability of the property for any and all activities and uses which Donee may conduct thereon, or the habitability, merchantability, marketability, profitability or fitness of the Property for a particular purpose.

5.2. Noxious Weeds Disclosure. Some properties in the State of Montana contain noxious weeds. Montana law requires owners of property within its boundaries to control, and to the extent possible, eradicate noxious weeds. Donee may contact the Anaconda-Deer Lodge County Extension Agent or Weed Control Board for more information.

5.3. Megan's Law Disclosure. Montana's Sexual and Violent Offender Registration Act requires certain individuals to register their address with local law enforcement agencies. Some law enforcement agencies will disclose information concerning registered offenders to the public when it is requested. Donee may contact the Anaconda-Deer Lodge County Law Enforcement Agency, the Montana Department of Justice in Helena, Montana, or the probation officers assigned to the area for more information.

5.4. Donee's Indemnification Obligations. Donee hereby agrees to (a) indemnify and hold Donor harmless, and (b) defend Donor, from any and all liability for claims or demands of any kind against Donor (by attorneys of Donor's choice) arising under, or out of, or related to the possession, use, ownership or development of all or a part of the Property by Donee or Donee's operations related to the Property, including, without limitation, any action or activity which Donee may conduct on the Property. This indemnification includes any judicial or administrative proceedings that may give rise to a claim, demand or liability.

5.5. Donor's Indemnification Obligations. Donor hereby agrees to (a) indemnify and hold Donee harmless, and (b) defend Donee, from any and all liability for claims or demands of any kind against Donee (by attorneys of Donee's choice) arising under, or out of, or related to: (i) the environmental conditions on, at, under, near or associated with the Property at the time of Closing for which Donor is liable under CERCLA, CECRA or any other environmental law, state or local law or regulation or under any common law theory, or (ii) the possession, use, ownership or development of all or a part of the Property by Donor prior to Closing or Donor's operations related to the Property prior to Closing, including, without limitation, any action or activity which

Donor may have conducted on the Property prior to Closing. This indemnification includes any judicial or administrative proceedings that may give rise to a claim, demand or liability.

ARTICLE VI

DEFAULT AND REMEDIES

6.1. Default. Time is of the essence hereof. If any condition hereof is not performed as herein provided or any provision is breached by a party, the party who has failed to make performance as required under the Agreement or otherwise breached this Agreement shall be deemed to have defaulted, and the remedies set forth in paragraphs 6.2 or 6.3 shall apply.

6.2. Remedies for Pre-Closing/Closing Breach. In the event Donee defaults under this Agreement prior to or at Closing, then Donor may elect, at its option, to either (a) terminate this Agreement, or (b) waive the default. Such election shall be exercised by delivery of written notice to Donee. If Donor elects to terminate this Agreement, both parties shall thereupon be released from all further obligations hereunder. Donor shall have no right to damages, specific performance or any other legal or equitable relief. If Donor waives the default, this Agreement shall remain in full force and effect, except to the extent any provision has been waived. In the event that Donor defaults under this Agreement, then Donee may elect, at its option, to (a) terminate this Agreement, (b) waive the default, or (c) pursue any legal or equitable remedy available. If Donee elects to terminate this Agreement, Donee shall do so by delivery of written notice to Donor. If Donee elects to terminate this Agreement, both parties shall thereupon be released from all further obligations hereunder. If Donee elects to waive the default, this Agreement shall remain in full force and effect, except to the extent any provision has been waived.

6.3. Remedies for Post-Closing Breach.

(a) **General.** After Closing, each party shall be entitled to such remedies as may be available to it at law or in equity (including without limitation, damages, specific performance, or both) for any breach or default by the other party of its representations, warranties, covenants, obligations or indemnifications under this Agreement (including, without limitation, representations, warranties, covenants, obligations or indemnifications set forth in any exhibits to this Agreement). In addition, each party hereby agrees that the other party shall have the right to specific performance or other appropriate injunctive relief as a remedy for a party's failure to perform its obligations under this Agreement. Each Party hereby waives, to the fullest extent permitted by Montana law, any right it may have to assert that specific performance or other injunctive relief is not an appropriate remedy.

(b) **No Waiver.** A delay or failure to enforce in any specific instance any post-closing obligation shall not preclude or waive the right of any party to enforce such obligation or the violation thereof in that or in any other instance.

(c) **Remedies Cumulative.** The remedies of the Parties under this Section 6.3 shall be cumulative and the exercise of any one remedy shall not limit, qualify or abrogate the right to any other remedies except to the extent provided by applicable law.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES

7.1. **Donee's Representations and Warranties.** Donee represents and warrants as follows:

(a) **Authority.** Donee and each of the persons executing this Agreement on behalf of Donee represent and warrant that: (i) they have the full right, capacity, power and authority to enter into this Agreement and to consummate the transaction contemplated herein; (ii) each of the persons executing this Agreement on behalf of Donee is authorized to do so; and (iii) this Agreement constitutes a valid and legally binding obligation of Donee enforceable in accordance with its terms. Prior to Closing, Donee shall provide to Donor evidence of their respective authority to enter into this Agreement.

(b) **No Litigation.** There are no material legal or administrative proceedings pending or, to the best of Donee's knowledge, threatened against or affecting Donee which would prevent or impede Donee in the performance of its obligations pursuant to this Agreement.

(c) **Other Acts.** In addition to the acts and deeds recited herein and contemplated to be performed, executed and delivered by Donee, Donee shall perform, execute and deliver or cause to be performed, executed and delivered at such time and from time to time as Donor may reasonably request, any and all further acts, deeds and assurances as Donor may reasonably require to consummate the transaction contemplated herein, and otherwise effect the terms and provisions hereof.

7.2. **Donor's Representations and Warranties.** Donor represents and warrants as follows:

(a) **Authority.** Donor and each of the persons executing this Agreement on its behalf represents and warrants that (i) they have the full right, capacity, power and authority to enter into this Agreement and to consummate the transaction contemplated herein; (ii) each of the persons executing this Agreement on behalf of Donor is authorized to do so; and (iii) this Agreement constitutes a valid and legally binding obligation of Donor, enforceable in accordance with its terms. Prior to Closing, Donor shall provide to Donee evidence of their respective authority to enter into this Agreement.

(b) **No Litigation.** There are no material legal or administrative proceedings pending or, to the best of Donor's knowledge, threatened against or affecting Donor which would prevent or impede Donor in the performance of its obligations pursuant to this Agreement. There are no claims, actions, litigation, proceedings, judgments, liens, or governmental investigations pending or threatened against or involving Donor or Donor's agents, in connection with the Property or against or involving any portion of the Property; nor to Donor's knowledge is there any reasonable basis for any such claims, actions, litigation, proceedings, judgments, liens, or other governmental investigations. Donor has no knowledge or notice of any pending or threatened enforcement, administrative, or environmental action or claim concerning the Property, and the Property is not the subject of any ongoing investigation or discussion with governmental or other agencies regarding a potential or alleged violation of any environmental law. An environmental action or

claim includes those brought under any law respecting the protection or preservation of the environment, including all federal and state laws relating to hazardous substances, drinking water, surface and groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water, noises, odors, air emissions, waste emissions, or wells.

(c) Water Rights. Donor owns no water rights that are appurtenant to the Property.

(d) Title. Donor is the owner of, and has good and marketable title to, the Property, free of all restrictions on transfer or assignment and all encumbrances.

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

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

(g) Compliance. Donor has complied with all, and is not in violation of any, applicable federal, state, and local statutes, laws, and regulations affecting the Property.

(h) Other Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed and delivered by Donor, Donor shall perform, execute and deliver or cause to be performed, executed and delivered at such time and from time to time as Donee may reasonably request, any and all further acts, deeds and assurances as Donee may reasonably require to consummate the transaction contemplated herein, and otherwise effect the terms and provisions hereof.

ARTICLE VIII
MISCELLANEOUS

8.1. Counterparts. This Agreement may be executed by each party, separately, and when each party has executed a copy hereof, such copies taken together shall be deemed to be a full and complete Agreement between the parties.

8.2. No Merger/Survival. The covenants, representations, warranties and indemnifications set forth in this Agreement shall not merge with but shall survive the closing of the transaction contemplated hereby or the earlier termination hereof.

8.3. Severability. If all or any portion of any of the provisions of this Agreement shall be declared invalid, illegal or unenforceable by laws applicable thereto, then the performance of said offending provision or provisions shall be excused by the parties hereto and such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.

8.4. Captions. The titles or captions of the provisions of this Agreement are merely for convenience or reference and are not representations of matters included or excluded from such provisions.

8.5. Time; Entire Agreement. Time is of the essence of this Agreement. The parties hereto expressly acknowledge and agree that, with regard to the subject matter of this agreement and the transaction contemplated herein, (a) there are no oral agreements between the parties hereto and (b) this agreement, including the defined terms and all exhibits and addendums attached hereto, (i) embodies the final and complete agreement between the parties, (ii) supersedes all prior and contemporaneous negotiations, offers, proposals, agreements, commitments, promises, acts, conduct, course of dealing, representations, statements, assurances and understandings, whether oral or written and (iii) may not be varied or contradicted by evidence of any such prior or contemporaneous matter or by evidence of any subsequent oral agreement of the parties hereto.

8.6. No Modifications Except in Writing. No modification hereof shall be binding unless set forth in writing and signed by the party or parties to be bound by the modification.

8.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Montana.

8.8. Interpretation. This Agreement is an agreement between and among financially sophisticated and knowledgeable parties and is entered into by the parties in reliance upon the economic and legal bargains contained herein and shall be interpreted and construed in a fair and impartial manner.

8.9. Assignment. This Agreement shall not be assignable by Donee without Donor's prior written consent, which consent Donor may not unreasonably withhold. Except as so restricted, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties. Donor shall have the right to assign any rights or delegate any duties required of Donor under the terms and conditions of this Agreement.

8.10. Notices. Unless otherwise provided for herein, all notices and other communications required or permitted hereunder shall be in writing (including a writing delivered by facsimile transmission) and shall be deemed to have been duly given (a) when received, if sent by registered or certified mail return receipt requested, (b) when delivered, if delivered personally or by telecopy (with confirmation of receipt), or (c) when received but no later than the second following business day, if sent by overnight mail or overnight courier, in each case to the parties at the following addresses (or at such other addresses as shall be specified by like notice):

If to Donee: Smelter City Recreation Complex
Attention: Executive Director
123 Main Street
Anaconda, MT 59711

With a copy (which shall not constitute notice) to: Connors Law Firm, PLLC
Attention: Kenneth A. Connors
212 East Park Avenue
Anaconda, MT 59711

If to Donor: Anaconda-Deer Lodge County
Attention: Chief Executive Officer
800 South Main Street
Anaconda, MT 59711

With a copy (which shall not constitute notice) to: _____

8.11. Business Days. If any date upon which or by which action is required under this Agreement is a Saturday, Sunday or federal holiday, then the date for such action shall be extended to the first day thereafter that is not a Saturday, Sunday or federal holiday.

8.12. Negation of Agency Relationship. This Agreement shall not be construed to create, either expressly or by implication, the relationship of agency or partnership between or among the parties. Except as otherwise expressly set forth herein, no party (including such party's agents, employees or contractors) is authorized to act on behalf of any other party in any manner relating to the subject matter of this Agreement. No party shall be liable for the acts, errors or omissions of the officers, agents, employees or contractors of any other party entered into, committed or performed with respect to or in the performance of this Agreement.

8.13. No Admission of Liability. Neither this Agreement nor any of the terms, recitals, provisions or statements contained herein shall be construed as an admission of liability by any party in any proceeding, action or dispute under CERCLA, CECRA or any other environmental law, state or local law or regulation or under any common law theory.

8.14. Conflicts with Exhibit Documents. If the description set forth in the body of this Agreement of the terms and conditions of any document conflicts with the provisions of the actual document attached as an exhibit, the provisions of the exhibit shall control.

8.15. Perpetuities. Notwithstanding any provision of this Agreement to the contrary, any right to acquire any interest in real property or personal property under this Agreement must be exercised, if at all, so as to vest such interest in the party acquiring such interest within the time period allowed under applicable law.

8.16. Review by Counsel. The parties represent and warrant to each other that they have read and understand this Agreement, and that each of the parties has consulted with and been represented by legal counsel in connection with negotiation and execution of this Agreement.

8.17. Risk of Loss. All risk of any loss or damage to the Property prior to Closing is assumed by Donor. Should land use restrictions, institutional controls, or any response action relating to the Property materially change subsequent to Closing, Donee shall have the option to reconvey the Property to Donor and Donor shall agree to accept any such re-conveyance.

8.18. Attorney Fees and Costs. If either party brings an action to enforce any of the terms or provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs as determined by the court.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

Donor:

Anaconda-Deer Lodge County,
a political subdivision of the State of Montana

By: _____

Printed Name: _____

Title: _____

Donee:

Smelter City Recreation Complex,
a Montana non-profit corporation

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

(to Real Property Donation Agreement)

Legal Description of the Land

A 31.57 ACRE TRACT OF LAND BEING A PORTION OF TRACT 1-E OF THE EAST YARDS FRONTAGE SUBDIVISION LOCATED IN SECTIONS 1, 2, AND 12, TOWNSHIP 4 NORTH, RANGE 11 WEST, P.M.,M., ANACONDA-DEER LODGE COUNTY, MONTANA, AS SHOWN AND DESCRIBED ON CERTIFICATE OF SURVEY NO. 456-A. SUCH TRACT OF LAND IS LABELED AS "ADLC" ON EXHIBIT A-1 ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AND ITS BOUNDARIES ARE HIGHLIGHTED IN COLOR.

EXHIBIT A-1

(to Real Property Donation Agreement)

Map Depicting Property

See map on immediately following page

tabbles' EXHIBIT A-1



Anaconda-Deer Lodge County Commissioners,

I am writing this letter of interest as a request to be appointed to the Housing Authority Board. I have been informed that currently, HUD encourages PHAs across the country to consider privatization in terms of funding major rehabilitation initiatives on their own, as there is a significant lag of maintenance costs at the national and local levels due to inadequate funding. I am aware of the board's Master Plan for Modernization plan that they are currently working on. I believe I would be an excellent addition to the board to assist with this plan because of my background.

I had obtained a Bachelor of Social Work from Brandman University in 2017, while working as a case manager for Western Montana Mental Health Center, here in Anaconda. I am a Licensed Addiction Counselor working for the Montana State Prison. I was accepted into Florida State University's Master of Social Work program and began my studies in January 2020. It is estimated that I will complete the master's program in August of 2021. I recently completed a course in Grant Writing, which I believe would be beneficial to the Housing Authority in the upcoming changes. Thank you for taking the time to read this and consider me for this position. I have maintained active in our community through prevention efforts and assisting in positive change in our community.

Sincerely,

Camille Erickson, LAC

Paul Bennett Johns

114 Howe St • Anaconda, MT 59711 • (218) 330-9400 • paulbjohns1989@gmail.com

Wednesday, August 19, 2020

ADLC Board of Commissions
800 Main St
Anaconda, MT 59711

Dear ADLC Board of Commissions:

It is with great interest that I respond to your vacancy for the Local Emergency Planning Committee. I believe I would be the perfect candidate for the Broadcast/Print Media Representative. I am currently employed at The Anaconda Leader in Graphic Design.

I have lived in Anaconda for 20 years and deeply care about this community. I grew up here and graduated from Anaconda High School. After high school, I attended MSU-Billings on a golf scholarship and eventually attended MSU-Bozeman. I was employed with Costco Wholesale for 11 years in various management capacities and worked in 3 different states during that time. While I loved exploring new towns and states, I've never found a town that I enjoyed as much as Anaconda. I decided that this was where I wanted to raise my son.

I believe I can make a positive contribution to this committee and I look forward to discussing this further.

Sincerely,

Paul Bennett Johns

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

Application Date: 8.17.2020 Special Event Meeting Date: _____

Business/Organization: Anaconda Local Development Corp

Name on Business License: Same

Mailing Address: 118 E 7th Anaconda, MT 59711

Phone Number: 543.5538 Fax: _____

Proposed Event: October Fest - the Alley behind the Art Center *we would like to close*

Location of Event: 401 E. Commercial & Alley behind

Event Date(s): 10.10.2020 Time(s): 11:00 Am - 4 PM

Applicant: Lydia Janosko Lydia Janosko
(Print Name) (Sign Name)

Sign-Off & Comments:

Fire/Ambulance Department:
Ronald S. Tisher

Law Enforcement:
Tim Baskell

Sanitarian Department:
Food vendors can contact our office. in
Chiffon

Planning Department:
Col 16

Parks & Recreation:
John R. Slade

Road Department:
Wayne R. Ward

Approved: _____
ADLC. CEO

Date: _____



OKTOBERFEST ANACONDA 2020

JOIN US FOR MUSIC,
BRATS & BEER!

Saturday

OCT
10TH

**11:00 am to
4:00pm**

COPPER VILLAGE
401 E COMMERCIAL

Over 10 Breweries!

Music by Letter B!

ACCELERATE ANACONDA