

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

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

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

Webex Meeting

Meeting Number: 925464969

Meeting password: ADLC0420

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

Join from a video system or application:

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

I. Approval of Minutes from the Commission Meeting of September 15, 2020, Commission Work Session Meeting of September 22, 2020 and Special Commission Meeting of September 22, 2020.

At this time the Commission could take action to approve the minutes from the Commission Meeting of September 15, 2020, and the Commission Work Session of September 22, 2020 and Special Commission Meeting of September 22, 2020.

II. Approval of Claims

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

III. Reports of Boards, Committees and Officials

- Commissioner Mike Huotte:
- Commissioner Steve Gates:
- Commissioner Paul Smith
- Commissioner Terry Vermeire:
- Commissioner Kevin Hart:

- CEO Bill Everett:
- CA Ben Krakowka:

IV. Public Hearing – Expansion of the Anaconda-Deer Lodge County Fire District

V. Unfinished Business

A. Communication Site Lease (C Hill) between Anaconda-Deer Lodge County and New Cingular Wireless PCS, LLC

At this time the Commission could take action to approve the Communication Site Lease (C Hill) between Anaconda-Deer Lodge County and New Cingular Wireless PCS, LLC

B. Durston Park Upgrades to the bronze feature corner.

At this time the Commission could take action to approve the Durston Park Upgrades to the bronze feature corner.

C. Placement of the Baseball Silhouette at Kennedy Common

At this time the Commission could take action to approve the Placement of the Baseball Silhouette at Kennedy Common

D. TASK Order 21-25-5-01-012-0 Anaconda-Deer Lodge County Unified Government Master Contract that Covers the Period of July 1, 2019 to June 30, 2026 – Maternal and Child Health Block Grant Program.

At this time the Commission could take action to approve TASK Order 21-25-5-01-012-0 Anaconda-Deer Lodge County Unified Government Master Contract that Covers the Period of July 1, 2019 to June 30, 2026 – Maternal and Child Health Block Grant Program.

E. TASK Order 21-25-5-21-006-0 – Master Agreement Effective October 1, 2020 between the State of Montana, Department of Public Health and Human Services and Deer Lodge County – WIC Program.

At this time the Commission could take action to approve TASK Order 21-25-5-21-006-0 – Master Agreement Effective October 1, 2020 between the State of Montana, Department of Public Health and Human Services and Deer Lodge County – WIC Program

F. Proposal from Mr. Martelli to purchase Sections 1 and 12, Township 4N, Range 11 W, PM. M, Lot 2-I of the Smelter Road Industrial Park Subdivision

At this time the Commission could take action to approve the Proposal from Mr. Martelli to purchase Sections 1 and 12, Township 4N, Range 11 W, PM. M, Lot 2-I of the Smelter Road Industrial Park Subdivision for \$1000.00/acre.

G. Amended Old Works Golf Course Inc. Bylaws

At this time the Commission could take action on to approve the Amended Old Works Golf Course Inc. Bylaws.

H. Neighborhood Washington Street Petition

At this time the Commission could take action on Commissioner Huotte's Findings and Report concerning the Neighborhood Washington Street Petition.

I. Special Event Permit – Anaconda Catholic Community to hold a public rosary for America and our Nation at Durston Park – October 10, 2020

At this time the Commission could take action to approve the Special Event Permit – Anaconda Catholic Community to hold a public rosary for America and our Nation at Durston Park – October 10, 2020

J. Special Event Permit – Homecoming Parade October 9, 2020– Key Club

At this time the Commission could take action to approve the Special Event Permit – Homecoming Parade October 9, 2020– Key Club

VI. NEW BUSINESS

A. Rental Lease Agreement between Anaconda-Deer Lodge County and Cahill Storage, LLC.

At this time, the Commission could take action to approve the Rental Lease Agreement between Anaconda-Deer Lodge County and Cahill Storage, LLC.

B. Great West Engineering Consultant Agreement for Professional Services (CDBG Planning Grant Application) – Carl Hamming

At this time the Commission could take action to approve the Great Wests Engineering Consultant Agreement for Professional Services.

C. Contract Service Agreement between Anaconda-Deer Lodge County and Sanderson Stewart (Housing Market Analysis)

At this time the Commission could take action to approve the Contract Service Agreement between Anaconda-Deer Lodge County and Sanderson Stewart.

D. Special Fee, Cost Reimbursement and will Serve Agreement between Anaconda-Deer Lodge County Water Department and Gary W. Chilcott

At this time the Commission could take action to approve the Special Fee, Cost Reimbursement and will Serve Agreement between Anaconda-Deer Lodge County Water Department and Gary W. Chilcott

E. Special Fee, Cost Reimbursement and Will Serve Agreement between Anaconda-Deer Lodge County and Gary W. Chillcott.

At this time the Commission could take action to approve the Special Fee, Cost Reimbursement and Will Serve Agreement between Anaconda-Deer Lodge County and Gary W. Chillcott.

F. Anaconda-Deer Lodge County Commercial/Industrial Will Serve and Connection Fee Application.

At this time the Commission could take action to approve the Anaconda-Deer Lodge County Commercial/Industrial Will Serve and Connection Fee Application.

G. Professional Services Agreement between The Lakota Group and Anaconda-Deer Lodge County.

At this time the Commission could take action to approve the Professional Services Agreement between The Lakota Group and Anaconda-Deer Lodge County.

H. Funding Agreement between the City/County of Anaconda-Deer Lodge and the Montana Department of Transportation for the Planning and Construction of Elm Street-Commercial Street to 7th Street, UPN 9829000.

At this time the Commission could take action to approve the Funding Agreement between the City/County of Anaconda-Deer Lodge and the Montana Department of Transportation for the Planning and Construction of Elm Street-Commercial Street to 7th Street, UPN 9829000.

I. Resolution 20-27, A Resolution Authorizing the Chief Executive Officer to Submit a Community Development Block Grant Planning Grant Application to the Montana Department of Commerce.

At this time the Commission could take action to approve Resolution 20-27, A Resolution Authorizing the Chief Executive Officer to Submit a Community Development Block Grant Planning Grant Application to the Montana Department of Commerce.

VII. Miscellaneous

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

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

IX. ADLC Public Meeting Dates

X. Adjournment

2020

Anaconda-Deer Lodge County Public Meetings

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

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

October 5, 2020 – 10:00 a.m. Communication Board Meeting
Community Service Center 1st Floor Conference Room

October 5, 2020 - 4:30 p.m. Hearst Free Library Board of Trustees
Hearst Free Library – 401 Main St.

October 5, 2020 - 5:30 p.m. Old Works Golf Course Board Meeting
Old Works Golf Course Phone 1-602-580-9376 Code: 2280203#

October 6, 2020 - 6 p.m. Commission Meeting

Webex

lsturm@adlc.us

Webex Meeting

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October 7, 2020 – 6 p.m. – Kennedy Common Alcohol Committee
Multi-Use Structure

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

October 8, 2020 - 10:00 a.m. DUI Task Force Meeting

Webex Conference Meeting number (access code): 922 679 702

Meeting password: DUI2020

Join by phone Tap to call in from a mobile device (attendees only) [+1-855-797-9485](tel:+1-855-797-9485) US Toll free

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

October 8, 2020 - 4:30 p.m. Greenway Service District Board Meeting
Butte-Silver Bow Courthouse 1st Floor Conference Room 103

**ANACONDA DEER LODGE COUNTY
COMMISSION MEETING
6:00 P.M. THURSDAY, SEPTEMBER 15, 2020
Webex**

Commission Meeting Started at 6:00 p.m.

Commissioner Hart – Performed a Roll Call of Commission

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

Webex Facilitator – Kimberly Richardson
Members of the Press: Kathie Miller, Leader

Members of the Public: Per Webex Sign-In

Approval of Minutes from the Commission Meeting of

At this time the Commission could take action to approve the minutes from the Commission meeting of September 1, 2020 and the Commission Work Session of September 8, 2020.

Rose Nyman – Pointed out information that should be corrected on Page 4 of September 1 minutes, remove extra wording and correct motion carried 5 – 20.

- **Clerk of Commission** – Those items have been corrected.

Motion made by Commissioner Gates to take action to approve the minutes from the Commission meeting of September 1, 2020 with corrections and the Commission Work Session of September 8, 2020; Seconded by Commissioner Smith.

Motion Carried 5-0

Approval of Claims

At this time, the Commission could take action to authorize the payment of claims numbered 134786 through 134902 in the amount of \$376,577.11

Motion made by Commissioner Huotte to take action to authorize the payment of claims numbered 134786 through 134902 in the amount of \$376,577.11; Seconded by Commissioner Vermeire.

Motion Carried 5-0

Reports of Boards, Committees and Officials

Rose Nyman – Gave a brief report on the Western Montana Mental Health Board. Tomorrow morning, they will be voting on a change of the bylaws. They have merged the northern and southern board into one board. There are going to be 10 meetings a year; 2 of them face to face, the rest virtual. The administrators feel that the board members do not have to be commissioners. They would like to have board members appointed through an application process. Are any Commissioner interested in applying? I can follow-up with Levi Anderson who is the CEO. They may want people with more education and experience than I possess. I have fought long and hard and cannot think of anyone who would be interested in serving on that board. I am willing to continue to serve, but I would like to talk to the CEO of Western Montana Health first.

- **Commissioner Hart** – Have to see what the vote is. Asked Rose to follow up with the CEO and the board and see what their intentions are. I would assume that we would get some official memorandum from the board. Requested Rose to report back and let us know the decision and what the organizational structure will look like.
- **Rose Nyman** – Happy to report back.

Commissioner Huotte -Attended the Old Works Golf Course meeting on September 14th.

Commissioner Gates – Attended the Head Start Policy meeting on the 9th. On the 10th I attended the Kennedy Common Alcohol Board meeting.

Commissioner Smith – Nothing to Report

Commissioner Vermeire – Attended the on-site maintenance tour at old works and attended the Old Works Authority board meeting. Showed up to the DUI Task force meeting, but it must have been cancelled because no one showed up.

Commissioner Hart – Attended a Park and Recreation meeting last night. but there was no quorum. The one item discussed that I feel is important is that Fred Boyer wants to make upgrades to the Park and Main Corner. It does amount to more than maintenance and needs approval. I have asked the CEO to make sure this is placed on next week's work session and a Special meeting to follow so that we could take action on the item that Fred is anticipating doing to that corner. We will hear from Fred next week at the work session

CEO Everett – The number one goal right now is to complete the construction projects. The hotel project is moving some dirt. More crews will be mobilized next week. Tonight, you will see some information about the RV Park. That will be hopefully up for your approval tonight. Attended meeting last night at the Old Works Golf Course board meeting as an observer. What the team has done there has been fantastic. The golf course needed a new perspective. The hiring of the new management company has been fantastic. Last year there was 10,000 rounds and right now it is looking like about 15,000 rounds. The golf course has not seen that kind of activity in about 10 years. It is nice to see that the drastic changes made are having a positive effect.

County Attorney Krakowka – Informed Commissioner Vermeire that the DUI task force was done by video; and apologized for not getting him informed.

Public Hearing – Major Development Permit Application (MDP) by Gary Chilcott to construct a 110-space full-service RV resort, featuring a camp lodge, rental casitas, and a caretaker residence.

Carl Hamming – This was an application submitted by Mr. Chilcott with his agent being Joshua Garrison to construct and operate a high-end RV resort at the northern end of Polk Street; which is property that is currently owned by Anaconda Local Development Corporation. They have been working for some time to transfer the property or sell it from the local development corporation to Mr. Chilcott. Currently working through the restrictive covenant language. The planning board

had their public hearing last night and we had received 2 letters of support; one was from Adam Vauthier. Clarified the end results for the planned vision is for 14 rental cabins, 93 RV sites and 17 tent sites for a total of 124 occupancy sites. The reason it is a major development permit is because it is a special use in the highway commercial development district which all 4 of these tracts of land reside. The Planning board voted in favor 9 – 0 to recommend approval for the MDP for Mr. Chilcott.

- **CEO Everett** – We have been working on this project in excess of over 2 years This is a joint effort with A-LDC, engineering firms and Gary Chilcott. This is a fantastic project. Atlantic Richfield has been supportive along with EPA and DEQ. Full support of this project and it would benefit our community and the golf course.

Commissioner Hart opened meeting to public comment. 6:19 p.m.

No Public Comments were given.

Public Hearing Meeting closed at 6:20

UNFINISHED BUSINESS

Major Development Permit Application (MDP) by Gary Chilcott to construct the facility as the Planning Director Carl Hamming has described.

Commissioner Vermeire – Last night at the Old Works board meeting, I noticed an RV and 2 campers in the parking lot. Looked like they were setting up for the night. They may have been golfers for the next day. There is a need for an RV resort, and it would benefit the Old Works Golf Course. I am in favor in moving forward.

Motion made by Commissioner Vermeire to take action to approve the Major Development Permit Application (MDP) by Gary Chilcott to construct a 110-space full-service RV resort, featuring a camp lodge, rental casitas, and a caretaker residence; Seconded by Commissioner Gates.

Motion Carried 5-0

The A-DLC Historic Resources Board - Review of Proposals for the ADLC Preservation Plan.

Gayla Hess – Appreciate the review and I am available to answer any questions.

Motion made by Commissioner Huotte to take action to award the proposal for the ADLC Preservation Plan to the Lakota group; Seconded by Commissioner Vermeire.

Motion Carried 5-0

Appointments to the Economic Development Board Two (2) County Commissioners appointed for a three-year term

Commissioner Hart – Went over the board appointments and terms of appointment available. The terms are different for an organizational issue; after those terms expire future appointments will be for a 4-year term. This way they are all staggered. Read the names of the individuals who submitted letters of interest. Commissioner Vermeire and I have expressed a desire to be on this board. Asked if any of the other Commissioners that wish to be on this board?

- **Marylyn Hagan Smith** – Questioned if there is time for anyone else to be on the board.
- **Commissioner Hart** – This is the organizational appointment. The Ordinance requires certain individuals to be on this board. Repeated who should be on the board as required by the ordinance. The Board positions will be filled this evening at this meeting. This was advertised, publicly noted and the individuals named submitted a letter of interest to be on the board.

Motion made by Commissioner Vermeire to take action to appoint Kevin Hart and Terry Vermeire to the Economic Development Board for a three-year term; Seconded by Commissioner Smith.

Motion Carried 5-0

- **Janice Hagan Delaney** – Brought up several things regarding ordinance 262. Requested some clarification about the money from ARCO is that placed into a trust which is within the Ordinance.
- **Commissioner Hart** – This Ordinance simply appoints a board to oversee the use of monies received from the ARCO agreement.
- **CEO Everett** – This is just a recommendation to the Commission. The Commission will still make the final say.
- **Janice Hagan Delaney** - Asked the CEO about the subdivision 22 . . . which is Pintler Mental Health.
- **Heather Edwards** – Explained about working with municode to change or add ordinances to our current code that we have already developed. When we had that section under Pintler Local Advisory, that ordinance was never brought to fruition. So that never made it as a true board for A-DLC. We are replacing that Pintler local advisory committee with the Economic Development Board section. Pintler advisory will be removed out of municode and replaced with the Economic Development Board.

Appointment to the Economic Development Board the Chief Executive or designee appointed for a four-year term.

Motion made by Commissioner Smith to take action to appoint the CEO, Bill Everett to the Economic Development Board for a four-year term; Seconded by Commissioner Huotte.

Motion Carried 5-0

Appointment to the Economic Development Board the Planning Director or designee appointed for a four-year term.

Motion made by Commissioner Gates to take action to appoint the Planning Director, Carl Hamming to the Economic Development Board for a four-year term; Seconded by Commissioner Vermeire.

Motion Carried 5-0

Appointment to the Economic Development Board One (1) Legal Representative from A-DLC appointed for a four-year term

Commissioner Hart – Pat Gallagher and John Stoppler would both qualify for this position.

- **CEO Everett** – Could not go wrong with either.

Motion made by Commissioner Huotte to take action to appoint Pat Gallagher as a Legal Representative from A-DLC to the Economic Development Board for a four-year term; Seconded by Commissioner Vermeire.

Motion Carried 5-0

At this time the Commission could take action to appoint One (1) Accounting or Banking Representative from A-DLC appointed for a two-year term.

Commissioner Hart – Both John Stoppler and Kristy McKay would qualify.

- **CEO Everett** – I know both . . . and both are phenomenal.

Motion made by Commissioner Gates to take action to appoint John Stoppler as the Account Banking Representative from A-DLC to the Economic Development Board for a two-year term; Seconded by Commissioner Vermeire.

Motion Carried 5-0

Appointment to the Economic Development Board the Director of the Anaconda Local Development Corporation appointed for a two-year term

Motion made by Commissioner Smith to take action to appoint Adam Vauthier, the Director of the Anaconda Local Development Corporation to the Economic Development Board for a two-year term; Seconded by Commissioner Gates.

Motion Carried 5-0

Appointment to the Economic Development Board Two (2) Citizens at Large that resides in A-DLC appointed for a one-year term

Commissioner Hart – The next 2 items are the appointment of Citizens at large and we will deal with them individually. Those seeking appointment would be Jim Davison, Kristy McKay, Stefanie Thompson, Con Malee and Colleen Riley. All would qualify.

- **CEO Everett** – Reminded the Commission that this is a 9-person board; we currently have 7 men appointed. All great applicant but look at both the guys and gals.
- **County Attorney Krakowka** – Excellent pool to choose from
- **Rose Nyman** – Requested clarification regarding Kristy McKay I thought she applied for the banking position.
- **Commissioner Hart** – She would also qualify for citizen at large. Commissioner Hart read from Kristy's email that stated she had 20 plus years in the financial industry and would like to serve in any way.
- **Rose Nyman** – I stand corrected.
- **Marylyn Hagan Smith** – Colleen Riley has been a part of the community for many years. She is very strong individual and would be a great asset to the board.

Motion made by Commissioner Gates to take action to appoint Kristy McKay as a Citizen at Large to the Economic Development Board for a one-year term; Seconded by Commissioner Huotte.

Motion Carried 5-0

Commissioner Hart – Now for the second Citizen at large. Read individual names again for consideration.

Motion made by Commissioner Vermeire to take action to appoint Colleen Riley as a Citizen at Large to the Economic Development Board for a one-year term; Seconded by Commissioner Huotte.

Motion Carried 5-0

Resolution No. 20-24 (A), A Resolution Establishing the Mill Levy for Anaconda-Deer Lodge County for Fiscal Year 2020-2021

Motion made by Commissioner Smith to take action to approve Resolution No. 20-24 (A), A Resolution Establishing the Mill Levy for Anaconda-Deer Lodge County for Fiscal Year 2020-2021; Seconded by Commissioner Vermeire.

Motion Carried 5-0

Pioneer Technical Contract to assist the county with a major subdivision in the East Yards.

County Attorney Krakowka – Pioneer has been good to work with on this kind of project in the past.

Motion made by Commissioner Gates to take action to approve Pioneer Technical Contract to assist the county with a major subdivision in the East Yards; Seconded by Commissioner Smith.

Motion Carried 5-0

NextGen 9-1-1. Request for Proposal (RFP)

Motion made by Commissioner Huotte to take action to approve the NextGen 9-1-1. Request for Proposal (RFP); Seconded

by Commissioner Vermeire.

Motion Carried 5-0

Housing Market Analysis and Study two proposals received: Sanderson Stewart and Cushing Terrell.

Adam Vauthier, Director of Local Development – These are 2 proposals and in total we are looking at a \$45,000 market analysis and housing study for Anaconda's aging neighborhood. We did a thorough review with a good number of people on the housing committee and the committee looked at Sanderson Stewart proposal as being the better one.

- **Commissioner Hart** – So your recommendation is for Sanderson Stewart?
- **Adam Vauthier** – That is correct.

Motion made by Commissioner Gates to take action to award the Housing Market Analysis and Study proposal to Sanderson Stewart; Seconded by Commissioner Smith.

Motion Carried 5-0

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.

Commissioner Hart – Asked Commissioner Vermeire if he would be interested in doing the review?

- **Commissioner Vermeire** – Responded with "sure".
- **Adam Vauthier** – This is a short road; the current property owners on either side is Anaconda Local Development Corporation and we are preparing for future development.
- **Janice Hagan Smith** – Is this near the area where you are looking to put the RV Park?
- **Adam Vauthier** – This would be near the RV park but runs to the maintenance garage of the golf course; which is being replaced by a new road. We basically are doing a switch on the road.

Motion made by Commissioner Gates to take action to appoint Commissioner Vermeire to investigate the 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; Seconded by Commissioner Smith.

Motion Carried 5-0

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.

Commissioner Hart – Asked if Commissioner Vermeire would you like to investigate this one as well. Commissioner Vermeire responded with a "sure".

- **Adam Vauthier** – This is a very tiny piece of road at the top of Polk street that goes to nowhere. To put the RV resort there, we are going to abandon that 200 to 300 feet of road. The adjacent property owner is currently the Local Development Corporation, and this won't affect anyone else in the industrial park.

Motion made by Commissioner Smith to take action to appoint Commissioner Vermeire to investigate the 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; Seconded by Commissioner Gates.

Motion Carried 5-0

Amended Petition to Declare Washington Street from Sixth Street to the Alley Between Washington and the Former Seventh Street, A City Street, in Anaconda-Deer Lodge County

Commissioner Hart – Asked if Commissioner Gates would be able to take care of this review. Commissioner Gates responded with a yes.

There was a discussion between the following Webex participants: Jeff Muller, the County Attorney, Mike Mihelic, William Butler and Kevin Kovacich. The complaints were that the fence was removed at AFFCO and the dust is blowing everywhere. Questions were raised about the arsenic and lead levels. Statements were made about safety, protecting the children and the elderly around the area; even brought up the safety of the AFFCO employees. The County Attorney pointed out the fence belonged to AFFCO and that AFFCO was to take action to mitigate the dust. Currently the County Attorney is waiting to hear from the DEQ. Arthur Jette and Kevin Kovacich spoke on behalf of AFFCO explaining that they are proposing to make it safer and better for the community. Believe they need Washington Street open and this would reduce traffic through the yards and reduced traffic would reduce dust. There are residential lots inside of the AFFCO property and AFFCO would like to develop those. The General Manager of AFFCO, Mr. Kovacich stated that AFFCO is a strong part of the history and success of the community and would like to be part of the future.

Commissioner Hart – Declared a "Point of Order" This is not a discussion, but comments are to be made to the Commission. Cautioned they were getting off track. Reminded that this was to appoint a Commissioner to review the petition and its merits. If you had an opportunity to comment, then we need to make time for others.

Motion made by Commissioner Huotte to take action to appoint Commissioner Gates to investigate the Amended Petition to Declare Washington Street from Sixth Street to the Alley Between Washington and the Former Seventh Street, A City Street, in Anaconda-Deer Lodge County; Seconded by Commissioner Vermeire.

Motion Carried 5-0

Special Event Permit - Request to Close the Alley behind Copper Village for Oktoberfest (October 10th).

Commissioner Hart – It is an event that has had a large drawing of young and old. Given the current COVID pandemic and there is no documentation as to how the Oktoberfest presenters would try to mitigate this.

- **Adam Vauthier** – I know that Melissa and Leigh Ann have met with myself, Lydia and with Shannon from the Art center. By closing the alley, it would allow the vendors to be spaced out and have the vendors inside and outside. We are planning to have multiple check in stations, people need to sign in, wear masks, and have extra tables between vendors. Believes it will be staggered throughout the day because it will be a whole day event. I don't think at any given time there will be a huge number of people.
- **Commissioner Hart** – Given the current situation with COVID and cases of employees at START, Warm Springs and in the school district . . . Questioned if it is wise to be holding this type of event?
- **Adam Vauthier** – Not an expert on this, but we must start thinking of how we are going to live with this, because it is not going anywhere.
- **Leigh Ann Holmes, Public Health** – Met with Shannon and Lydia and went through their plans. It is an event during the day and has only 1 beer vendor. They are only having local artists. I agree we need to move forward and make events as safe as we can. Believe it can be held safely with considerations that have been set in place.

Motion made by Commissioner Gates to take action to approve the Special Event Permit - Request to Close the Alley behind Copper Village for Octoberfest (October 10th); Seconded by Commissioner Smith.

Motion Carried 4-1 Commissioner Hart voted against the permit

Request for a donation for a community event to be held October 18th, 2020 in Anaconda by Downtown Market.

Commissioner Huotte – Expressed concern about a “for profit” business requesting taxpayer donations and part of the funds are proposed to be donated to Granite County Emergency Services. Therefore, I would be against this.

- **Commissioner Vermeire** – I agree, nothing against granite county. This is a “for profit” business and have reservations about giving donations to a “for profit” business.
- **Commissioner Hart** – Concern are same as the last item. This event is intended to draw groups of people to the Washoe Theatre and the Elks Lodge and thinks it has bad potential for problems with COVID. Asked if Lee Ann has heard from this organization? Have they reached out for any input?
- **Leigh Ann Homes** – I have not heard anything from this organization.
- **County Attorney Krakowka** – Commissioner Vermeire and Commissioner Huotte made excellent points.

Commissioner Vermeire made the first motion to take action to approve the request for a donation and Commissioner Hart questioned him about making the motion and speaking against the event. Commissioner Vermeire said he could vote against it. Asked if he wanted to withdraw that motion and make a motion to not approve? Commissioner Vermeire proceeded and said that his motion would stand.

Motion made by Commissioner Vermeire to take action to approve a donation for a community event to be held October 18th, 2020 in Anaconda by DowntownMarket; No Second.

Motion Failed for lack of a second.

New Business

Union Avenue Review of Bids and Award of Bid

CEO Everett – The low bidder was Mungus. They came in substantially under the engineers estimate. We have a long great working relationship with Mungus and strongly suggest the Commission approve the lowest bid to Mungus Corporation.

Motion made by Commissioner Gates to take action to award the Union Avenue Bid to Mungus; Seconded by Commissioner Huotte.

Motion Carried 5-0

Old Works Golf Course Club House Design Proposal and Contract

Commissioner Huotte – The Old Works Golf Course reviewed this last night and approved it. It is to have an architecture come in and give us a design to renovate the club house. The board went through some ideas, wanting to do some expansion, better atmosphere more options for use of the club house. This is a company that CourseCo is working with out in Washington that is designing one of their clubhouses from the ground up. The board is happy with this agreement. A good renovation would help the golf course to do better in the future.

- **CEO Everett** - CourseCo has been doing a fantastic job. If this is someone they have had experience within the past, we have handed the baton to them and I say we follow their lead.
- **Rose Nyman** – Glad to hear this is taking place. The dining area is too heavy and masculine looking. Wondered if there are discussions about renovations in the kitchen?
- **Commissioner Huotte** – That has been discussed as well. The bar area, the back kitchen, making it more conducive to more food options, and possibly catering events. Looking at the whole facility. The main discussion was the dining area, the kitchen and expansion for outside seating. May incorporate part of the pro shop. The main discussion centered around the dining area.

Motion made by Commissioner Vermeire to take action to approve the Old Works Golf Course Club House Design Proposal and Contract; Seconded by Commissioner Gates.

Motion Carried 5-0

Head Start Expansion Grant

CEO Everett – We have gone through this for a while. Wished someone was here from Head Start tonight.

- **Commissioner Hart** – Asked if there was anyone here from Head Start this evening.
- **Commissioner Gates** – Explained Mandy was under the gun to get this finished. She has been good about keeping us up to date. Suggest we approve this.
- **Commissioner Hart** – Mandy has been in before regarding this expansion grant.
- **Marylyn Hagan Smith** – Requested someone to explain about the expansion grant.
- **CEO Everett** – Nervous to explain . . . because I will get it wrong. There is a substantial amount of funding available through the Head Start program on a federal basis. This is to basically to purchase a building to encompass more students, different classifications and ages. This has been worked on for 2 years. It would allow Head Start to purchase a school building and partnership with the school district. If awarded, prior history has shown . . .there will be funds to maintain the program for 10 to 15 years. There is no cost to the county.
- **Commissioner Hart** – It would give them the ability to purchase a larger facility and expand services they provide. If awarded is could be substantially beneficial for the youth of the community.
- **Marylyn Hagan Smith.** – What building are they thinking of purchasing?
- **Commissioner Hart** – There has been discussion of purchasing the WK Dwyer primary behind Stokes Market

Motion made by Commissioner Huotte to take action to approve Head Start to submit the Expansion Grant; Seconded by Commissioner Smith.

Motion carried 5-0

Miscellaneous

- **Commissioner Mike Huotte:** Finishing up the report on my investigation of the neighborhood petition on Washington Street and I am requesting that this be on the agenda for the next work session to schedule a public hearing. We could maybe place this on the Special Agenda to set the date.
 - **Commissioner Hart** – Next weeks work session to set the public hearing and then we can have it on the Special meeting to set a public hearing on the findings.
- **Commissioner Steve Gates:** No Miscellaneous
- **Commissioner Paul Smith:** No Miscellaneous
- **Commissioner Terry Vermeire:** No Miscellaneous
- **Commissioner Kevin Hart:** No Miscellaneous
- **CEO Bill Everett:** No Miscellaneous

- **County Attorney Krakowka:** No Miscellaneous but mentioned that he will not be in town next week and may not be able to attend the meeting.

Public Comment

Janice Hagan Delaney – Believes there is a Christmas ornament and this year's annual ornament is Durston Park. Believes a percentage will be going to help the park. Would be a nice way for the community to help the new park.

Rose Nyman – Question about Kennedy Common Alcohol Meeting. Asked if the report and recommendation is sent to the Commission . . . could that be posted on the county website for the public to review.

- **Commissioner Hart** – Simply reporting on the findings that come out of the public meetings. Based on those findings then the Commission could incorporate that into a work session and then a public meeting. No problem in posting to the county website.
- **Rose Nyman** – This is an excellent committee to work with. One of the best I have worked with.

Marylyn Hagan Smith – I know this is out of order but is there anyone that could give me a brief of NextGen 911 RFP that was covered earlier in the meeting.

- **Carl Hamming** – Explained that it is GIS based to help first responders locate people in an emergency in a better fashion. As the world moves from land lines to cell phones. It helps pinpoint the location. It is prepping all the data from landline phones for what they call the NextGeneration 911 response. It would help on the emergency response side of things.

ADLC Public Meeting Dates

Commissioner Hart – Read the meeting dates and times.

Adjournment

Meeting adjourned at 7:49 p.m.

Lori Sturm
Clerk of Commission

Kevin Hart
Commission Chair

**ANACONDA DEER LODGE COUNTY
COMMISSION WORK SESSION
6 P.M. TUESDAY, SEPTEMBER 22, 2020
Webex**

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

Members of the Press: Kathie Miller, Leader

Members of the Public: Per Sign-In Sheet

Commission Chair Hart called the meeting to order at 6:00 p.m. Commission Chair Hart explained the Commission rules of procedure.

Commissioner Hart – Roll Call of Commission – Special Commission Meeting will follow this meeting.

Commission Hart – Introduction of Leigh Ann Holmes to give a talk about the COVID 19 issues.

- **Leigh Ann Holmes, Public Health** - It can be scary when you look at the numbers and listen to the Governor. The Governor noted an increase of 490 cases from the previous week. Nineteen out of fifty-six counties have had an increase. The current cases in Deer-Lodge county are all from the START program. Today we have five active cases right now not attributed to the START program. We need to continue to social distance and wear masks, especially with the upcoming flu season. There were two 1st grade classes and one pod at the High School. There have been no other cases following the quarantine. We are testing close contacts and the quarantines are minimal. Right now, we are in good shape. Reminder that the Flu clinic start this Thursday.
- **CEO Everett** – Thanked Leigh Ann and the public health depart. Appreciate you keeping our community safe.
- **Commissioner Hart** – Questioned Leigh Ann about the Department of corrections and who do they report to. How does that flow of information go? Also inquired about Montana State Corrections. There are at least 10 employees off because of possible contact. Do we get that information, or would it be Powell County?
- **Leigh Ann Holmes** – With the START program the Department of public health is managing the patients/inmates. We are in daily contact with the Department of Public Health. Warm Springs has their own testing and can do the quick testing. We are managing the community contact. As far as Montana State Correction employees; if they reside in Deer-Lodge county we manage the case and do the contact tracing.

- **Kimberly Richardson** – Asked about a case in Butte-Silver Bow school district. Heard that a child was quarantined because of his class; but the sibling could go back to school. Is that a good practice?
- **Leigh Ann Homes** – In our county there is a process in how siblings are treated.
- **Commissioner Hart** – Helpful information. We want to keep the public advised.
- **Leigh Ann Holmes** – There are misconceptions about who is a close contact. Encourage people to call the office if they have a question.

Communication Site Lease (C Hill) between Anaconda-Deer Lodge County and New Cingular Wireless PCS, LLC

Mike Grayson – This is a Lease that the CEO asked me to work on with the communications board and has been worked on for about a year. This is a redline version that shows the changes that have been made. The company is a division of AT &T. The site at the C Hill has been rented by them for AT&T wireless customers. The existing amount of rent had been artificially low as a carry over when we were trying to entice them to locate the site on the C Hill. Now we are increasing the rent to bring up to what we consider market rent; The Communication Board members checked surrounding areas for rental information on other sites, and we have come to an agreement. The Communication board met and recommended approval of this. The new rent has gone from \$1,500.00 a year to \$2,500.00 a month. This would also include approximately 16 months of back rent. Ask that this be approved.

- **CEO Everett** – Many of our contracts on the C Hill we were getting little or no funding. Many are getting old and need to be updated.-Mike has done an amazing job figuring out what is a fair and equitable price. This will be a substantial funding to the county. We have multiple sites up there and this is one step in the process.

Place on the Agenda, which will be October 6th.

Durston Park Upgrades to the bronze feature corner.

Commissioner Hart – Fred appeared before the Park and Recreation board and gave a good presentation

- **Fred Boyer** – Provided information to the Commission about the Park Upgrade. Explained that the plants would be replaced, and the water feature would be redone. There will be two streams around the deer. Going to use a product from Boyer Landscape called stone makers to fabricate the rock and waterfall. The pictures are just samples of some of the work that has been done. This will be a bigger water feature, with a new 2-inch waterline from the alley. Water will be recirculated. There will be a new electric line and a new more efficient pump. There will be LED lighting around the base. There was a suggestion to put in more outlets to be used by the public for functions. We have also made arrangements with the Garden Club. Provided the

Commission with information about the money that has been raised for the project. \$35,000 has been raised. Driggs Construction donated the lentil off the old Durston Building, it says "Durston" and that will be incorporated into the corner. Would like to have Dave Colbert do the electrical work on the project. Dave and his family donated time and supplies in the original construction. Provided information on the project which is \$35000 and then included \$10,000 for lightening and the electrical. Money for the project has come from the Community Foundation, TIF grant, Anaconda Local Development; /First Montana Bank, Southwest MT Federal Credit Union , Thriftway, , Thrifty Drug is donating \$2.00 for every Christmas ornament sold, Northwestern Energy, and private individuals made donations. Boyer Landscaping is out for another month on other projects so he may not be able to get it done this fall. Once started it should only take them about 1 to 2 weeks to finish. There are concerns about the maintenance involved, and the county is aware of what will be entailed. The Community foundation is handling the finances any surplus will stay in an account to pay for maintenance and repair.

- **CEO Everett** – Fantastic project. Appreciate all your work in design and raising funds. Not costing the taxpayers a dime.
- **County Attorney Krakowka** – That sculpture is one of the first things noticed when I moved here.
- **Ray Haffey** – The upgrade is necessary; it has been there almost 20 years. Anaconda Project Facilitators worked with Fred and took care of the Bills. The plaque that is there should stay there. I agree with Dave Colbert doing the work. Glad to see the update.
- **Fred Boyer** – We will keep the plaque and will do another plaque thanking the people who have donated to the project.
- **Commissioner Hart** – Fantastic project. A project of this size speaks volumes. Explained that the Park and Recreation board meeting did not have a quorum, but all present spoke that they were in favor of the project.

Commissioner Hart – This is on the agenda for the Special meeting following due to short construction season.

Placement of the Baseball Silhouette at Kennedy Common –

Commissioner Hart – The baseball silhouette had been removed for placement of the multi-purpose building. Mr. Haffey, I believe has found a suitable location around the corner of 4th and Main. The exact spot we will have to work on and get the silhouette back on the Common.

- **Ray Haffey** – In placing the historic silhouette; one of the options was to place it at 4th and Main. Several people mentioned to me that it could be placed where the ice-skating shed is located. It could face the Common on the East/West side. Tired of debate and would like cooperation to have it placed. Appreciate your support and would like to meet with commissioners and look over the options.
- **County Attorney Krakowka** – Thank you for your continued work on the project.

- **Marilyn Hagan Smith** – Concerned about the silhouettes being at ground level and would like it to be placed higher.
- **Commissioner Hart** – It will stay the same as the other silhouettes on the Common. Will remain at ground level, just a different location.
- **Commissioner Hart** – There are already silhouettes on the Common. The baseball player was there before and removed for construction. It will remain at ground level.
- **Ray Haffey** - Reminded the Commission that there have not been any problems with the silhouettes. People respect the property.
- **Commissioner Vermeire** – Confused is this going on 4th and main or being switch to third street?
- **Ray Haffey** – Since this was not formally agreed on, I just threw the suggestion out; Fourth and Main would be fine. I just want to meet with someone.
- **Commissioner Vermeire** – The letter mentions the location at the corner of 4th and main. I have no preference.

Place on the Agenda

TASK Order 21-25-5-01-012-0 Anaconda-Deer Lodge County Unified Government Master Contract that Covers the Period of July 1, 2019 to June 30, 2026 – Maternal and Child Health Block Grant Program.

Leigh Ann Holmes, Public Health – This is the master contract addressing some of the basic public health programs regarding maternal and child health. There are some important deliverables. It pays some of the wages; and supports the fetal infant maternal mortality review team. The grant allows us to serve pregnant and new mothers who are not eligible for the WIC program.

Place on the Agenda

TASK Order 21-25-5-21-006-0 – Master Agreement Effective October 1, 2020 between the State of Montana, Department of Public Health and Human Services and Deer Lodge County – WIC Program

Leigh Ann Holmes, Public Health – This is the WIC program. Women Infants and Children (WIC) We also serve Powell and Granite county. It is based on income and the income guidelines are very high and generous. It is a great program for women and families; in addition, the WIC program is good for the community as well. The last federal fiscal year \$70,000 was spent in Deer Lodge County on WIC funds in the previous year. Good for people and businesses.

Place on the Agenda

Proposal from Mr. Martelli to purchase Sections 1 and 12, Township 4N, Range 11 W, PM. M, Lot 2-I of the Smelter Road Industrial Park Subdivision

Carl Hamming, Planning Director – This is a letter of interest from Mr. Martelli. When we put out the Request for Development Proposals Mr. Martelli prompted us that that there was a mix-up when he picked up 2 tracts of land. He is looking to make his land useable and developable. He proposed to acquire it for \$1000.00 per acre.

- **Commissioner Hart** – Were there any other proposals?
- **Carl Hamming** – This is the only proposal that we have seen.
- **CEO Everett** – This is to clean up land we sold him. This is land right in the middle of the property he bought. It is surrounded by his land.
- **Rose Nyman** – Question within Mr. Martelli’s narrative, he refers that the structure will be like adjacent buildings. What buildings are being referenced?
- **CEO Everett** – There are 2 new buildings, one from Mungus and one from A1. He is looking at the same color pattern that were manufactured. The only thing that looks out of line is the Search and Rescue Building.
Place on the Agenda

Expansion of Anaconda-Deer Lodge County Fire District

Matt Enrooth, Deputy County Attorney – Researched on whether we can expand the service districts particularly in the West Valley and where AFFCO is. We have resources in these areas and the local fire department is going but no taxes are being paid. It is up to the Commission on how to expand, establish service rates, an increase of tax and how it will be imposed. The expansion to the service district does require a proper public hearing. RJ Tocher put a new map together of what districts we are looking to incorporate into our district. I will have that map hopefully tomorrow. RJ and I will put together a packet and pamphlet for consideration for the next meeting. Talked also about the West Valley volunteer fire district. Talked about the levy in place. Because we are increasing taxes and adding people to our tax base, they need to be able to participate in public comment.

- **Commissioner Hart** – Would we be able to post this and have enough time.
- **Clerk of Commission** – Are you looking at October 6th; we can make it work.
- **Commissioner Hart** - This includes expansion to the East Yards. Will the new hotel be included in the expansion?
- **Matt Enrooth** – I cannot answer tonight.
- **RJ Tocher, Fire Chief** – The last time there was discussion was in 1997. With the new water lines, upgraded trucks and the new hydrates it gives a better protection to Anaconda that we couldn’t provide in 1997. The map follows along the Washoe park road, goes behind AFFCO and up to Nazer’s and back down to the slag piles down to highway 48. We have the upgraded water system, hydrants, upgraded water and it will be easier to protect those structures now.

- **Commissioner Hart** – Houses on the north side behind Washoe Park they used to be in the West Valley. Would they now be in the Anaconda fire district?
- **RJ Tocher** – Right now they are in West Valley Fire District, the maps would now bring them into our district.
- **Jessie Billquist Jette** – Asked for clarification about the levy that is paid to West Valley Fire District and putting that into the city-based taxes. Will West Valley Fire still exist to serve the County?
- **CEO Everett** – We are just taking a small portion of the West Valley. The West Valley will still be intact. It is basically the houses behind Washoe Park
- **Commissioner Hart** – **Would the levy for West Valley stay intact.**
- **CEO Everett** - They wouldn't be paying on that levy; because they would only be under one tax jurisdiction at a time. There is all kinds of new development in the West Valley. The WV Fire district has increased revenue substantially over the years. It would not financially hurt them.

Commissioner Hart – Advertise for a Public Hearing on October 6th.

Amended Old Works Golf Course Inc. Bylaws

Mike Huotte – Daryl asked me to present this for him. The members of the golf course board worked on revising the old bylaws to get them into agreement with the New Ordinance 257. They had changes made and had Mike Grayson review along with the changes in the funding agreement. Mr. Grayson signed off on it and it is before you now for Commission approval.

- **Colleen Riley** – I want to commend the Old Works Authority board on the work they have taken on this year. They have been transparent and have worked well with the current operating team at the Golf Course. Thanked Commission and the CEO for supporting them.
- **Rose Nyman** – Concerned about page 2 of the bylaws and it refers to repeated failure to attend meetings. In my years of being on boards there is always a number defined; usually it is 3. Some say miss 3 consecutive meetings they would be removed. To avoid future disputes a number should be included.
- **Mike Huotte** – That was not discussed by the board.

Place on the Agenda

- **Commissioner Hart** – See if they wish to make any changes as Rose referenced. Could you get that clarified before the next meeting?

Report of Findings on the Neighborhood Washington Street Petition and a Request to schedule a Public Hearing

Commissioner Hart – In review of statute I don't know if we must have a formal public hearing simply having discussed it in this forum and in 2 weeks we will vote. I believe it does meet the statute. Statute 7-14-26-03 simply states that after considering a petition and the results of investigation the board shall make an entry of its decision on the minutes. Place on the agenda for October 6th for a vote. In consideration we will ask Mr. Huotte to read his findings into the record. We will have Public comment limited to one comment per person, no rebuttals and comments will be directed to the Commission.

Commissioner Huotte – Read the Memo that was addressed to the Commission, the County Attorney the CEO, and are made part of these minutes.

Commissioner Hart – Asked for proponents to speak first and then the opponents who are against this will speak.

PROPONENT:

- **Danial Goddard** – Spoke in favor. Retired from military and voiced concern about lead and other things being air born. The streets have been closed for many years. Would like this to be continued to be closed due to contamination and the settling pond.
- **Brandon Puccinelli** – Would like to see the street remain closed. There are kids and I do not want to see big trucks coming up and down the street.

Opponent: - opposed to the petition

- **Jesse Jette Billquist** - I know the issue to exposure of lead and toxins is a consistent theme but that land is currently being remediated to meet residential standards. The pond referenced is a storm drain.
- **Colleen Riley** – I am neutral but have some questions for the Commission to consider. I am a new member to the Planning Board. What date did this come to the planning board for consideration? In Item 8 there was a discussion regarding request for development process. In order to acquire county owned land, . . . Washington street it is my understanding we taxpayers own that . . . was there a request for development process for that? Tell the public what the process was in order to get to this point. I want to remind the community that this has been in place since the late 1800's. AFFCO as a company was formed November 1, 1980; the very summer that Anaconda Company and ARCO decided to leave our community. Locally owned business does deserve additional consideration. Also concerned about toxins. We are a superfund site that is being cleaned up and remediated as mentioned. Take these into consideration. Also commented about the nice collaboration in public meetings between Ray Haffey and others regarding the silhouettes. Numerous options were brought to bear. Numerous options could be brought to bear for this challenging request being brought before the Commission.

- **Nick Miller, Owner at AFFCO** – Keep in mind, if opened Washington street as a truck route that route would reduce several blocks of traffic through a residential area and would reduce the need to drive around a city park. The safety is better coming through Washington street; it is a safer route.
- **Janice Hagan Delaney** – Suggested that AFFCO and Mr. Puccinelli’s could design a walking gate.
- **Commissioner Hart** - When we were thinking this had to have a public hearing this was going to be on the agenda after this meeting to set a date. But I don’t believe that is required. This will be placed on the agenda for our next regular Commission meeting which will be October 6th where we will hear any additional comments and take action on Commissioner Huotte’ s findings and report.

Place on agenda for October 6th.

Special Event Permit – Anaconda Catholic Community to hold a public rosary for America and our Nation at Durston Park – October 10, 2020

CEO Everett – I don’t have any information on this. No verbal contact from anyone.

- **Marilyn Hagan Smith** - I like the idea of anybody doing a prayer for this country.
- **Commissioner Hart** – We do have a permit request, scheduled for Oct 10th at 11 a.m. All necessary signature have been acquired along with the Certificate of Insurance.

Jim Liebetrau – Tried to comment but the *6 did not work, and we could not give our opinion. Not fair because your system did not work. Excess residential lots through an industrial plant is not safe and not realistic because at 4 o’clock the plant is locked up and there is no access to or from for anyone using the lots. If I sell the lots, they would have no access. The only access is Washington Street. By not letting us access, you have landlocked the lots and they become totally worthless. I believe in the Petition filed that I am entitled to compensation for the loss of use of those lots. Requiring a fence is not good. The lots are being remediated to residential standards. Therefore, there would be no contamination problem. I don’t understand why you do not consider someone who provides employment to the community.

Commissioner Hart – Thank you. We will continue with discussion of the special event permit for the Anaconda Catholic Community to hold a rosary.

Place on the Agenda

Special Event Permit – Homecoming Parade October 9, 2020

Commissioner Hart – We don't have any paperwork

Clerk of Commission – The paperwork is now in your mailboxes; it was received late.

Rose Nyman – Asked if the Key club members have met with public health. Students gave up a lot last year and if possible, I would like them to have the opportunity to have this parade.

- **Colleen Riley** – Support the students having this opportunity.
- **Marilyn Hagan Smith** – Support this also.
- **Commissioner Hart** – Concerned about both items. Have they communicated with the Health Department? By the time we have our next meeting I would like to hear if they have contacted the health department with anything, they should be doing to have the events in a safe manner.

Place on the Agenda.

Miscellaneous

Commissioner Mike Huotte: No Miscellaneous

Commissioner Steve Gates: No Miscellaneous

Commissioner Paul Smith: No Miscellaneous

Commissioner Vermeire: No Miscellaneous

Commissioner Hart No Miscellaneous

CEO Everett: There is a contract for a storage rental unit it was placed in your boxes; We have rented it for years and it has changed ownership. It is for \$75.00 a month but want to run it by you. Would like this to be on the agenda.

Commissioner Hart – This will be New Business for the 6th.

County Attorney Krakowka: No Miscellaneous.

Public Comment

Rose Nyman – Spoke regarding the proposed water feature. For many years I have been advocating to remove the 2 cement culvert type planters from Durston Park, with the proposed water feature on that corner they don't fit the neighborhood and would clash with the water feature. Asking that they be removed. Second Item provided a brief update on the multi-purpose structure at Kennedy Common. It has been a busy summer for contractors and now

cement is being poured at the Common. There is sketch that was given to the Clerk of Commission to put in your boxes. We will be repositioning the picnic benches that were put in storage. When the building was wired the electrician and I had a conversation about a possible future restroom. Material was left in case this should happen. The east side has the stained-glass window, if the Commission is considering relocating the baseball silhouette to that area, please be patient until the ramp is in place.

Commissioner Hart – The CEO or the Park and Recreation Director would be able to make a decision regarding the concrete planters. We have so much going on that removal should not be a problem. The proposal for the baseball player is to be near 4th and main and I believe that is what we are considering.

ADLC Public Meeting Dates

Commissioner Hart read the meeting dates and times. Immediately following will be a short regular meeting with one item.

Adjourn

The meeting was adjourned at 7:47 p.m.

Lori Sturm
Clerk of Commission

Kevin Hart
Commission Chair

memo

To: ADLC Commissioners
County Attorney Ben Krakowka
CEO Bill Everett

From: Mike Huotte, ADLC Commissioner District #5

Date: September 22, 2020

Re: Washington and Seventh Street Road Petition

This memo serves as the report of findings and recommendations regarding the petition received from neighbors in the area of Washington Street and Seventh Street asking the Commission to keep the end of Washington Street (between Sixth Street and Seventh Street) and the end of Seventh Street closed. The street areas in the petition are included as Exhibit B.

First thing I did was to verify that the signatures were valid and met the requirements. After review I noted that 46 of the signatures were valid which far exceeded the required 10 signatures. For those citizens that signed it multiple times I only gave them credit for one signature. I mapped out the location of each freeholders' address and it is attached in Exhibit A. As you can tell the majority of signatures are all within a couple of blocks of the streets in question and would no doubt be affected by any decision made by the Commission.

I went and inspected both locations with Carl Hamming, ADLC Planning Director, and looked around the surrounding area for a resolution to this situation. I noted the following information during our site inspection:

- There are at least three other access areas into the JEBCO property that are all able to access the additional lots that they may put housing on in the future.
- Trees are currently located at the end of Washington Street and are on County property. These trees appear to be at least 35 years old.
- One can easily surmise that neither the current landowner of the adjacent property (JEBCO) or prior ownership have used these streets to access their property.
- The adjacent property owner (JEBCO) is not a land-locked property owner and can easily access all areas of their property as has been their practice for many years.
- Trucks going to AFFCO are currently going up Washington Street to Fifth Street and then going over to Adams Street which leads them straight into their property.

- In correspondence with JEBCO and AFFCO representatives they would want to open Washington Street to be able to have semi-trucks come straight up Washington Street into their yard as well as allowing access to their additional lots.
- It also was noted in a discussion with Commissioner Vermeire that an ARCO representative commented that the end of Seventh Street cannot be opened or there would be a violation of an agreement they have with AFFCO.

It should be noted that after the site investigation and before the completion of the report the adjacent landowner (JEBCO) removed or caused to be removed a fence at the end of Washington Street that acted as a buffer between the industrial and residential areas.

After reviewing the petition, prior abandonment documentation, and site investigation I suggest that the Commission do the following:

- Declare that Washington Street between Sixth and Seventh Street will remain a dead-end street and will be signed as a dead-end street and the trees will remain in place.
- Declare that Washington Street between Sixth and Seventh Street will remain a County Road but declare it an unmaintained road.
- Declare that the end of Seventh Street is a dead-end road and will remain closed.
- Declare that the County will require the adjacent landowner (JEBCO) to install something (such as a privacy fence) at the end of Washington Street, between Washington Street and JEBCO property, that will allow for a separation between the industrial area and residential area.

Outside of this petition, I also recommend that the Commission consider developing a truck route for this area of town that will allow for a set route for truck traffic.

**ANACONDA DEER LODGE COUNTY
SPECIAL COMMISSION MEETING
7:48 P.M. THURSDAY, SEPTEMBER 22 2020
Webex**

Special Commission Meeting Started at 7:48 p.m.

Commissioner Hart – Performed a Roll Call of Commission

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

Excused Absence: CEO Everett,

Webex Facilitator – Kimberly Richardson

Members of the Press: Kathie Miller, Leader

Members of the Public: Per Webex Sign-In

Reports of Boards, Committees and Officials

Commissioner Huotte – Nothing to Report

Commissioner Gates – On the 17th I attended the Kennedy Common Alcohol Committee meeting

Commissioner Smith – Nothing to Report

Commissioner Vermeire – Nothing to Report

Commissioner Hart – Nothing to Report

County Attorney Krakowka – Nothing to Report

UNFINISHED BUSINESS

Durston Park Upgrades to the bronze feature corner.

Rose Nyman – Point out that in the Boyer landscaping narrative he suggested adding 3 Aspen trees. It is small park and at Alive After Five I witnessed branches being broken. We don't know if Alive after 5 will move to Kennedy Common; I think there are enough trees there. I want to correct a statement made earlier; that TIF dollars are tax dollars. The Tax Increment Financing is hard to understand. Essentially those are tax dollars. Not opposed to this project.

Motion made by Commissioner Vermeire to take action to approve the Durston Park Upgrades to the bronze feature corner;
Seconded by Commissioner Huotte.

Motion Carried 5-0

Miscellaneous -

Commissioner Huotte – No Miscellaneous

Commissioner Gates – No Miscellaneous

Commissioner Vermeire – No Miscellaneous

Commissioner Smith – No Miscellaneous

Commissioner Hart – No Miscellaneous

County Attorney Krakowka – No Miscellaneous

Public Comment

No Comments were made at this time

ADLC Public Meeting Dates

Meeting Dates and Times were read during the prior work session.

Adjournment

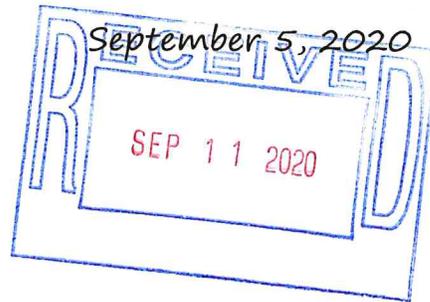
Meeting adjourned at 7:53 p.m.

Lori Sturm
Clerk of Commission

Kevin Hart
Commission Chair

#1. NEW OWNERSHIP ANNOUNCEMENT

Anaconda-Deer Lodge County
800 South Main Street
Anaconda, MT 59711



We would like to introduce ourselves as your new landlords for your storage unit at 515 Adams. Cahall Storage LLC is the new proprietor. We understand that you are paying \$75 per month and have paid up to August 5, 2020. No changes at this time will be made regarding your monthly fee; however, payments will be due by the 1st of each month. In order to bring your account current, you should pay 150 for August and September; thereafter your payments will be \$75 starting with your October payment.

We are enclosing a new rental agreement for your signature. You can return the rental agreement with your October payment. Our address is 1109 E 5th Street. Make your check payable to Cahall Storage LLC.

If you have any questions, please let me know. Thank you for your business. We look forward to helping you safely store your assets.

Thank you,

CAHALL STORAGE LLC

Vern Cahall (406) 240-9520

Katie Cahall (406) 239-6038

1109 E 5th Street, Anaconda, MT 59711

Cahall Storage LLC - Rental Agreement

515 Adams Street, Anaconda, MT 59711

Date_____

Name_____

Date Out_____

Rate_____

Deposit_____

Vern Cahall, landlord of this facility, agrees to rent on a month-to-month basis, a storage unit indicated above to the undersigned Renter, to abide by all terms of this agreement.

1. **Term:** Storage is paid on a month to month basis. Renter agrees to pay a cleaning deposit in advance equivalent to one month's rent. There will be a deduction for lost keys, replacement of locks, cleaning costs, and assistance in handling computed at the rate of \$20 per hour. The payment for storage and other charges are due and payable on the date this agreement is signed and on the first of each month thereafter. Where goods are allowed to stay in storage a fraction of a month, a full month's storage will be charged.

2. **Ownership of Goods:** Renter has represented to landlord that he/she has lawful possession of and legal right and authority to store all property herein described. If there be any litigations concerning the personal property, Renter agrees to pay all storage charges together with cost and expenses including attorney fees, which the landlord may reasonably incur or become liable to pay in connection herewith.

3. **Liability of the Landlord:** It is agreed that said property be moved, stored, or otherwise handled by Renter's risk with respect to damage, loss, or delay caused by acts of God or public enemy, war, insurrection, strikes, labor troubles, riots, fire, earthquakes, nature of property or defect or inherent vice therein, deterioration by time, moths, termites, rodents, leakage and heat.

The landlord has no control over, or possession of, the contents of any storage unit nor any control over the opening of the unit by any unauthorized person. The landlord shall not be liable for the loss or alleged loss of the contents of a storage unit.

4. **Insurance:** Units are not insured by the landlord. Renter must provide his/her own insurance and pay the premiums thereon.

5. **Access.** Renter shall assume full responsibility for access to stored goods. In the event any person is given access to the stored goods, Renter must give written notice to landlord stating the name of the person who is authorized to remove stored goods.

6. **Delinquency.** If Renter fails to make timely monthly rental payments, there will be a \$5 per day late charge. Landlord has the right within five (5) days after due date of such payment to padlock the storage unit or change the lock on the unit and give written notice to the Renter. The padlock or lock shall be removed thereafter only upon payment of accrued storage together with a \$20 charge for costs incurred.

It is agreed that landlord shall have a general lien on any and all property stored and on the proceeds of the sale thereof for any charges provided herein, including claims for money advance, interest, any other charges and expenses in relation to such property, and also for all reasonable charges and expenses for notice and advertisement of sale and sale of property where default has been made; also for all costs, including court costs and reasonable attorney fees for collection charges or enforcing this lien, or defending itself in the event the landlord is made a party to any litigations concerning the goods stored. Goods on which charges remain unpaid for one (1) month may be at any time thereafter sold if, by the opinion of the landlord, such action is necessary to protect the accrued charges.

7. **Illegal Storage.** Landlord shall not be held responsible for anything illegal being stored in these units. If it comes to the attention of landlord that there are any illegal items in the storage unit, Renter will be evicted immediately and **without notice** (i.e. **drugs, stolen property, illegal activity, flammables, or explosives, etc.**).

8. **Termination:** This agreement can be terminated on the date specified as Date Out or upon thirty (30) days written notice by either party to the other at the address of said party specified in this agreement.

The Renter agrees that he/she has read and understand all the terms and conditions of this Rental Agreement. Renter agrees to be bound and to abide by the terms herein. Renter acknowledges receipt of a copy of this agreement.

Dated this _____ day of _____.

Vern Cahall

Please send your rent

Cahall Storage, LLC

to this address.

1109 E. 5th Street

Thank you!

Anaconda, MT 59711

(406) 240-9520

X _____ X
Printed Name Signature

Phone Number _____

Address _____



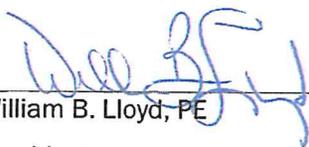
**CONSULTANT AGREEMENT
FOR PROFESSIONAL SERVICES**

This *Consultant Agreement for Professional Services* ("Agreement") is entered into as of September 28, 2020 between Great West Engineering, Inc., located at 2501 Belt View, Helena, MT 59601 ("Great West"), and Anaconda-Deer Lodge County, Montana, located at 800 Main Street, Anaconda, MT 59711 ("Client"). The parties agree as follows:

- I. **Project.** Client desires to engage Great West to perform certain consulting, design, advisory, and/or surveying services for Anaconda-Deer Lodge ADA Inventory CDBG Application ("Project").
- II. **Scope of Services.** Great West shall perform the following services for the Project ("Services"):
 - Prepare and submit an application to the Montana Department of Commerce for a CDBG Planning Grant. The application will request grant funding to complete an ADA inventory for the urban area of Anaconda.
 - The application will request \$50,000 from CDBG with a local match of \$16,667 from Client.
 - The draft application will be provided to the Client by October 13, 2020 for review and approval. Client shall return signed application and a resolution committing matching funds to Great West by October 14, 2020. Great West will submit the application by October 15, 2020.
- III. **Payment.** Client shall pay Great West as compensation for the Services a lump sum amount of \$1,000. The total cost is estimated at \$2,000; however, Great West will donate \$1,000 of the fee as goodwill towards the project.
- IV. **Standard Provisions.** The standard provisions for this *Agreement* are stated on page 2.
- V. **Additional Provisions.** The following additional provisions shall apply to this *Agreement*:
None
- VI. **Authorization.** Persons executing this *Agreement* represent that they have the requisite authority and power to execute this *Agreement* on behalf of their respective employers.

GREAT WEST ENGINEERING, INC.

ANACONDA-DEER LODGE COUNTY



William B. Lloyd, PE

Bill Everett

President

Chief Executive Officer

STANDARD PROVISIONS

1. Payments.

1.1 Monthly Invoices. Monthly invoices shall be issued for all Services performed under this *Agreement*.

1.1.1 Lump Sum. Invoices for a lump sum contract are based on percentage of work completed; and the contract amount may be increased for any unanticipated event, which is beyond Great West's control and which increases the level of Services required to complete Project.

1.1.2 Time and Materials. Invoices for a time and materials contract are based on the hourly rates set forth in Great West's prevailing *Schedule of Billing Rates*, which may be amended from time to time, plus expenses.

1.1.3 Retainers. Retainers are applied toward final invoice.

1.2 Expenses. Expenses include all out-of-pocket costs for technical, professional and clerical services and for transportation, meals and lodging, laboratory tests and analyses, telephone, printing, copying, and binding. Expenses are billed at 1.10 times invoice amount, and Client shall pay all governmental fees, permits and charges.

1.3 Payment Date. Invoices are due and payable within thirty (30) days after date of invoice.

1.4 Past Due Accounts. Any invoice not paid within thirty (30) days after date of invoice shall bear interest at 10%.

1.5 Stop Work. Great West may stop work on Project and withhold delivery of all Services until Client's obligations then due and owing to Great West are paid in full.

1.6 Disputes. Invoices shall outline Services performed and all related charges and expenses. Disputes regarding an invoice shall be forwarded in writing to Great West within twenty (20) days of date of invoice. If Client does not dispute an invoice within the prescribed time, the invoice is deemed accurate and due and payable.

1.7 Estimates. Estimated amounts for Services performed on an hourly or cost plus fee bases are only estimates and may not accurately reflect the ultimate charges to Client.

2. Notice to Proceed. This *Agreement* constitutes Client's notice to proceed with Services once it is signed by Client and Consultant.

3. Subconsultants. With Client's approval, Great West may retain subconsultants to perform Services for Project.

4. Extra Work. If Client desires work to be performed beyond the Services described in this *Agreement* ("*Extra Work*"), Client must authorize the *Extra Work* by signing a written amendment, signed and agreed upon by Consultant. If written amendment is impracticable, then a written or electronic statement authorizing the *Extra Work* is required.

5. Delay of Project. If Project is delayed by circumstances beyond Great West's control for thirty (30) days or more, Client shall pay Great West a remobilization fee equal to ten percent (10%) of contract amount or Ten Thousand Dollars (\$10,000), whichever is less.

6. Safety and Construction. Great West is not responsible for construction means, methods, techniques, sequences of procedures, or safety precautions and programs related to work performed by contractors, subcontractors, or anyone else associated with Project.

7. Cost Estimates. Great West does not warrant construction cost estimates.

8. Use of Documents. Great West retains ownership of all documents and work product under this *Agreement*, and Client may only use such documents and work product in connection with the Project.

9. Professional Standards. Great West shall perform Services according to the standard of care ordinarily exercised under similar conditions by similarly qualified professionals who are currently practicing in the area where Great West is located. Great West makes no express or implied warranties.

10. Indemnity. Great West and Client shall indemnify and hold each other harmless from and against all claims, liabilities, actions, damages and expenses made by third parties to the extent caused by or resulting from negligent acts, wrongful acts, errors, or omissions related to or arising out of their respective performances in connection with the Project.

11. Limitation of Liability. Great West's liability for its acts, errors or omissions is limited to the total fee for Services performed under this *Agreement*. Client waives all other damages.

12. Alternative Dispute Resolution. Unresolved disputes, controversies and claims relating to performance of Services shall be initially referred to mediation prior to initiating any other adjudicatory option.

13. Termination. This *Agreement* may be terminated upon thirty (30) days written notice to the other party. In such event, Client shall pay Great West for all Services performed and for all expenses incurred to and including date of termination. In addition, Client shall pay Great West to archive the project files.

14. Dates. All time periods refer to calendar days unless otherwise stated.

15. Montana Law Governs; Venue. This *Agreement* is to be performed in the State of Montana and is made and entered into under the laws of the State of Montana and shall, in all respects, be interpreted, enforced, and governed under the internal laws (and not the conflicts of laws rules) of the State of Montana. In the event legal proceedings are commenced with regard to, arising out of or related to any provision of this *Agreement*, Client and Great West Engineering, Inc. agree that venue shall be the First Judicial District Court of Montana, located in Helena, Montana.

16. Survival. The provisions of this *Agreement* shall survive its termination and completion of Services.

17. Complete Agreement. This *Agreement* constitutes the complete and final understanding between the parties and may only be amended by written agreement between the parties.

Anaconda-Deer Lodge Housing Market Study and Analysis Contract

Contract Services Agreement Between Anaconda-Deer Lodge County and Sanderson Stewart

This agreement is dated as of the _____ day of _____ 2020, by and between Anaconda-Deer Lodge County, MT (hereinafter called Owner) and Sanderson Stewart, Bozeman, MT (hereinafter called Contractor).

Owner and Contractor, in consideration of the material covenants hereinafter set forth, agree as follows:

1. Scope of Work

Contractor shall provide all services required to conduct the services and provide the final products as outlined in Exhibit A (attached).

2. Contract Times

The Housing for this project must be completed and in the possession of the Owner on or before June 2021 and in accordance with the schedule below. Should any additional work need to be performed, both parties prior to the work being completed must sign a written change order.

PROJECT IMPLEMENTATION	
Prepare draft deliverables	February 2021
Submit interim Request for Funds, Progress Report and draft deliverables	February 2021
Public review and comment	March 2021
Finalize deliverables	March 2021
PROJECT CLOSE OUT	
Submit final deliverables	April 2021
Submit final Request for Funds and Completion Report	April 2021

3. Contract Price

The Owner will pay the Contractor monthly upon invoice based on a percentage of the work completed. Maximum price will not exceed \$45,000.

4. Contractors Representation

- 4.1 Contractor has examined and reviewed the Contract Documents and other related paperwork.
- 4.2 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 and furnishing of the work.
- 4.3 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.

- 4.4 Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.

5. Contract Documents

The Contract Documents, which comprise the entire agreement between Owner and Contractor, consist of the following:

- 5.1 This Agreement.
- 5.2 Owner's Request for Proposal dated June 23, 2020.
- 5.3 Contractor's proposal dated July 24, 2020.
- 5.4 Contractor's current Certificate of Insurance and Workers Compensation Coverage.

6. Miscellaneous

- 6.1 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 become due and moneys that are due may not be assigned without written 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 discharge the assignor from any duty or responsibility under the Contract Documents.
- 6.2 Contractor agrees to indemnify and hold harmless the Owner against claims for injuries to person or damages to property occurred from or in connection with the Contractor's performance under the Agreement
- 6.3 The Contractor agrees to perform the labor and terms of this contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status. Nothing in this contract shall be in any way construed to constitute the Contractor, or any of his (or her, or its) agents or employees as the agent, employee or representative of Anaconda-Deer Lodge County for any purpose, or to be recipients of any benefits, pensions, insurance plans, payroll taxes, worker's compensation or State or Federal withholding taxes.
- 6.4 Owner and Contractor each binds itself, its partners, successors, assign and legal representative to the other party hereto, its partners, successors, assign and legal representative to respect to all covenants, agreements and obligations contained in the Contract Documents.

- 6.5 Contractor must give preference to the employment of bona fide residents of Montana in the performance of this work.
- 6.6 All work and materials must be warranted for a period of one year from date of installation.
- 6.7 The Parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Third Judicial District Court, Deer Lodge County, Montana.
- 6.8 In the event of litigation, the prevailing party shall be entitled to reimbursement of Court costs and reasonable Attorney fees by the non-prevailing party.
- 6.9 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.
- 6.10 SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968. The Contractor will ensure that to the greatest extent feasible, opportunities for training and employment arising in connection with this CDBG-assisted project will be extended to lower income project area residents. Further, the Contractor will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area, in the award of contracts and purchase of services and supplies.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each will be delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

Dated this _____ day of _____, 2020

OWNER:
 Anaconda Deer Lodge County
 Anaconda, MT 59711

CONTRACTOR:
 Sanderson Stewart
 Billings, MT 59102

 BOCC Chair

 Michael Sanderson
 Principal

Attest:

Clerk & Recorder

Exhibit A - Scope of Work

The scope of work is divided into 3 phases: Housing Needs Assessment, a Housing Market Study, and Proposed Strategies.

Task 1: Housing Needs Assessment

Sanderson Stewart will complete a Housing Needs assessment in order to identify and address the community's greatest housing needs and challenges. The following activities will be completed as part of the Housing Needs Assessment.

Activity 1: Community Demographics

We will use Federal, State and County sources to identify current community demographics. We will analyze these over time to highlight trends. Demographics to be considered include, but are not limited to, population, age, sex, and family status. Based on demographics, we will project the type of housing most in demand in the community. The number of bedrooms of local housing stock will be matched with the number of families to see if there is a match or mis-match.

Activity 2: Housing Inventory

Using information from the Census Bureau and American Community Survey, a housing inventory will be completed that includes the total number of dwelling units, tenancy, age and condition. This data source will be supplemented through interviews with local experts.

Activity 3: Housing Affordability and Suitability

Housing affordability will be examined by comparing rent and housing price levels with household income levels. Using the HUD recommendation that households should spend 30% of their gross income on housing, we will be able to make assertions about how much of the local housing stock is affordable to households at different income levels.

Activity 4: Current and Projected Labor Force

The current and projected labor force will be addressed through a base industry analysis using the location quotient technique based on statistics from the BLS that shows in which industries Anaconda – Deer Lodge has particular strengths in. That information will then be used to project future employment growth.

Activity 5: Other indicators

As we evaluate the housing needs, additional indicators data sources will be identified and evaluated.

Task 2: Housing Market Study

To provide Anaconda-Deer Lodge County with a comprehensive understanding housing within Anaconda, Sanderson Stewart will complete a Housing Market Study.

Activity 1: Market Area

The Housing Market Study will begin with the decision on what will constitute the market area, as described in the Project Kickoff. This decision will be made in consultation with stakeholders and should align with available data sources in order to ease analysis.

Activity 2: Existing and Needed Amenities

We know that communities are more than just housing. The amenities that are desired in the area will be noted through interviews with local experts. These amenities will then be compared with those

that are currently present in the for sale and rental housing market. Policies to close those gaps will be suggested.

Activity 3: Market Rate Projects

As the market study progresses, Sanderson Stewart will use the results as a lens to evaluate the market rate projects that are recently constructed or in the pipeline to evaluate their fit with what is demanded in the market both from a need and amenity based prospective.

Activity 4: Rent Restricted Projects

As with market rate projects, Sanderson Stewart will evaluate the existing or proposed rent restricted projects for their match with needs and desired amenities. Sanderson Stewart assumes that Anaconda – Deer Lodge will be able to identify these projects.

Activity 5: Market Rate Economy

Using data from the BLS and local economic development experts, the economy of the local market area will be analyzed considering employment, unemployment, labor force participation and age. Business activity and industries will also be analyzed for current health and potential growth and wage levels.

Activity 6: Evaluate Delineation of the Market Area

As qualitative and quantitative data is collected and examined, the delineation of the market area will continue to be evaluated. Does it make sense based on the data? Does it adequately capture what people consider to be the market area, regardless of data boundaries? The costs and benefits of changing market area boundaries will be examined.

Activity 7: Identify Housing Trends

When it comes to housing market trends, data tells an important part of the story, but only a part. Sanderson Stewart will look at the data to identify trends but will also utilize insights based on our residential development experience and stakeholder input to evaluate how well the local market is responding to these trends. While much is still unknown regarding the impact of COVID-19 on housing markets, its potential and likely impacts on trends will be considered.

Activity 8: Evaluate Market Rate Supply and Demand

The functioning of the current supply of market rate housing will be compared to the need (demand) as can be identified through data. It will help answer the question whether those in the market are finding what they need or are settling for something, or taking other action, such as commuting. Vacancy rates will be used as an input to this analysis as will the number of listings and closings seen in the market area.

Task 3: Strategies

Sanderson Stewart will use comparisons of demographic and market data from surrounding communities as part of a process to develop strategies to address identified issues needs and challenges. This analysis will highlight differences and look to explain why these differences might exist and whether or not action, and what action, should be taken to address them. The same approach will be taken with the market data. With the goal of identifying ways that the Anaconda – Deer Lodge market can be strengthened to best serve its current and future residents and workforce, and economy.

Activity 1: Compare Demographic Data to Similar Communities for Differences

Working with stakeholders, Sanderson Stewart will look for communities that are nearby and have similar social, demographic, and economic conditions. These communities will serve as the basis for comparison with Anaconda. We anticipate that nearby communities such as Butte and Deer Lodge will provide opportunity to evaluate. Communities with similar population size, such as Belgrade, Havre or Miles City may also provide insights. The similarities and differences will be displayed and key insights explained.

Activity 2: Compare Housing Market to Similar Communities to Identify Potential Improvements

For the communities selected as appropriate comparisons, their housing market will be summarized based on available data. Sanderson Stewart will not perform housing market studies for surrounding communities but will look at broad trends and conditions to identify potential improvements that can make the Anaconda market more competitive.

SPECIAL FEE,
COST REIMBURSEMENT and
WILL SERVE AGREEMENT

This Special Fee, Cost Reimbursement and Will Serve Agreement (“**Agreement**”) is entered into by and between **ADLC Water Department**, 800 Main Street, Anaconda MT 59711 (hereinafter “**ADLC Water Department**”) and GARY W. CHILCOTT, whose primary address is 745 CHILCOTT LANE (hereinafter “**Customer**”).

WITNESSETH:

WHEREAS, the “**ADLC Water Department**” is a legal Montana entity, formed and functioning as a permitted public water facility and system, under all applicable State and Federal regulations, codes and/or specifications;

WHEREAS, the “**Customer**” is the owner of certain real property described in the application documents, hereby referenced as “**Exhibit A**” attached hereto and incorporated by this reference, and with such desires to undertake those projects which are described in **Paragraph 1**;

WHEREAS, the “**Customer’s**” activity will cause “**ADLC Water Department**” to incur additional costs and may require review by the “**ADLC Water Department**” and its staff of those certain activities;

WHEREAS, “**ADLC Water Department**” may seek reimbursement for providing services to the “**Customer**” as well as engineering, legal fees, and other fees incurred in providing and review of “**Customer’s**” project(s); and

WHEREAS, the Board of Advisors of “**ADLC Water Department**” and “**Customer**” desire to set forth their agreements and understandings concerning this matter and set forth a mechanism for providing such reimbursement.

AGREEMENTS:

NOW THEREFORE, in consideration of the mutual covenant and promises of the parties, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as

follows:

1. **“Customer”** desires to undertake the following projects or activities involving **“ADLC Water Department”** public water systems (mark all that apply) and as displayed in further detail in **Exhibit A**:

- Inclusion into the **ADLC Water System**
- Water line extension
- Other (describe) _____
- _____

2. The activity or project being undertaken by **“Customer”** will require the **“ADLC Water Department”** to provide the following special services or incur the following costs:

- Engineering review and advice
- Legal review and advice
- Review or preparation of plats or plans
- Inspections
- Recording fees
- Filing fees
- Publication costs
- Construction/Installation Cost _____

3. **“Customer”** agrees to pay the **“ADLC Water Department”** in full for all special services provided or actual costs incurred by the **“ADLC Water Department”** in relation to the project or activity described above, on receipt by the **“Customer”** from the **“ADLC Water Department”** of an estimate of fees for such permits, special services and/or actual costs incurred; and upon itemized billing for those services/costs from the **“ADLC Water Department”**. All such amounts are due with 30 days of the date of the bill, with interest on any overdue amounts to be assessed at 2.0 % per month. In the event that such amounts remain unpaid 30 days after the date they are billed, the **“ADLC Water Department”** reserves the right to cease supplying any and all services being provided, including but not limited to water and **water** service or, review and processing of applications for service, inclusion, exclusion, and line extension. In the event the **“ADLC Water Department”** is forced to pursue collection of any amounts due and unpaid under this provision, it shall be entitled to collect attorney’s fees, filing, and recording fees incurred in such collection efforts in addition to the unpaid amounts due, plus interest.

“**Customer**” agrees to provide a deposit to “**ADLC Water Department**” in the amount of \$ 350.00 , at the time of making the initial application for the item(s) identified in Paragraph 1 above. “**ADLC Water Department**” shall not commence to provide any of the services desired by the “**Customer**”, or advance any costs, until “**ADLC Water Department**” receives this deposit. Any amount by which the “**Customer’s**” deposit exceeds the cost assessed under this Section shall be refunded to the “**Customer**” within a reasonable time after final action has been taken on the project. “**Customer**” shall pay any amount that exceeds the deposit to “**ADLC Water Department**” as provided in Paragraph 3 of this “**Agreement**”.

4. This “**Agreement**” constitutes the entire and complete “**Agreement**” between the parties on the subject matter herein. All prior and contemporaneous negotiations and understandings between the parties are embodied and merged into this “**Agreement**”.
5. This “**Agreement**” may be amended from time to time by amendments made by the parties in written form and executed in the same manner as this “**Agreement**”.
6. This “**Agreement**” shall be binding upon and inure to the benefit of the parties and their assigns and successors in interest.
7. If any covenant, term, condition, or provision under this “**Agreement**” shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition or provision shall not affect any other provision of this “**Agreement**”.
8. The parties agree and intend that this “**Agreement**” shall serve as a “**Will Serve Agreement**” with the land described in **Exhibit A** attached hereto and as such will be a burden upon that property until final payment has been made to “**ADLC Water Department**” of all fees due and payable under this “**Agreement**”, or until the earlier termination of this “**Agreement**”. “**ADLC Water Department**”, in its discretion, may record this “**Agreement**” with the County Clerk and Recorder of the county in which the property described in **Exhibit A** is located.

IN WITNESS WHEREOF, the parties have thus executed this Special Fee, Cost Reimbursement, and Will Serve Agreement, effective from the date of Notary witness of the completed respective signatures of each responsible party.

Signatory Page

Anaconda-Deer Lodge County Representative,

By: _____

(Print name) Bill Everett _____ (title) Chief Executive Officer _____

Date

“Customer”

By: _____

(Print name) GARY W. CHILCOTT _____ (title) OWNER / DEVELOPER _____

Date

State of Montana)

County of _____)

Acknowledged and subscribed before me this _____ day of _____,
20__ , by _____.

WITNESS my hand and official seal.

My Commission expires: _____

Notary Public

Exhibit A

**Customer Application Package
& Supporting Documentation
Attached**

SPECIAL FEE,
COST REIMBURSEMENT and
WILL SERVE AGREEMENT

This Special Fee, Cost Reimbursement and Will Serve Agreement (“**Agreement**”) is entered into by and between **Anaconda Deer Lodge County**, 800 Main Street, Anaconda MT 59711 (hereinafter “**ADLC**”) and GARY W. CHILCOTT, whose primary address is 745 CHILCOTT LANE (hereinafter “**Customer**”).

WITNESSETH:

WHEREAS, the “**ADLC**” is a legal Montana entity, formed and functioning as a permitted wastewater treatment facility under all applicable State and Federal regulations, codes and/or specifications;

WHEREAS, the “**Customer**” is the owner of certain real property described in the application documents, hereby referenced as “**Exhibit A**” attached hereto and incorporated by this reference, and with such desires as to undertake those projects which are described in Paragraph 1;

WHEREAS, the “**Customer’s**” activity will cause “**ADLC Sewer Department**” to incur additional costs and may require review by the “**ADLC Sewer Department**” and its staff of those certain activities;

WHEREAS, “**ADLC Sewer Department**” may seek reimbursement for providing services to the “**Customer**” as well as engineering, legal fees, and other fees incurred in providing and review of “**Customer’s**” project(s); and

WHEREAS, “**ADLC**” and “**Customer**” desire to set forth their agreements and understandings concerning this matter and set forth a mechanism for providing such reimbursement.

AGREEMENT:

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

1. "Customer" desires to undertake the following projects or activities involving "ADLC" Sewer Systems (mark all that apply):

- Inclusion into the **ADLC Sewer System**
- Sewer line extension
- Other (describe) _____
- _____

2. The activity or project being undertaken by "Customer" will require the "ADLC" to provide the following special services or incur the following costs:

- Engineering review and advice
- Legal review and advice
- Review or preparation of plats or plans
- Inspections
- Recording fees
- Filing fees
- Publication costs
- Construction/Installation Cost _____

3. "Customer" agrees to pay the "ADLC" in full for all special services provided or actual costs incurred by the "ADLC" in relation to the project or activity described above, on receipt by the "Customer" from the "ADLC" of an estimate of fees for such permits, special services and/or actual costs incurred; and upon itemized billing for those services/costs from the "ADLC". All such amounts are due with 30 days of the date of the bill, with interest on any overdue amounts to be assessed at 2.0 % per month. In the event that such amounts remain unpaid 30 days after the date they are billed, the "ADLC" reserves the right to cease supplying any and all services being provided, including but not limited to water and sewer service or, review and processing of applications for service, inclusion, exclusion, and line extension. In the event the "ADLC" is forced to pursue collection of any amounts due and unpaid under this provision, it shall be entitled to collect attorney's fees, filing, and recording fees incurred in such collection efforts in addition to the unpaid amounts due, plus interest.

"Customer" agrees to provide a deposit to "ADLC" in the amount of **\$350.00** , at the time of making the initial application for the item(s) identified in Paragraph 1 above. "ADLC" shall not commence to provide any of the services desired by the "Customer", or advance any costs, until "ADLC"

receives this deposit. Any amount by which the “**Customer’s**” deposit exceeds the cost assessed under this Section shall be refunded to the “**Customer**” within a reasonable time after final action has been taken on the project. “**Customer**” shall pay any amount that exceeds the deposit to “**ADLC**” as provided in Paragraph 3 of this “**Agreement**”.

4. This “**Agreement**” constitutes the entire and complete “**Agreement**” between the parties on the subject matter herein. All prior and contemporaneous negotiations and understandings between the parties are embodied and merged into this “**Agreement**”.
5. This “**Agreement**” may be amended from time to time by amendments made by the parties in written form and executed in the same manner as this “**Agreement**”.
6. This “**Agreement**” shall be binding upon and inure to the benefit of the parties and their assigns and successors in interest.
7. If any covenant, term, condition, or provision under this “**Agreement**” shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition or provision shall not affect any other provision of this “**Agreement**”.
8. The parties agree and intend that this “**Agreement**” shall serve as a “**Will Serve Agreement**” with the land described in **Exhibit A** attached hereto and as such will be a burden upon that property until final payment has been made to “**ADLC**” of all fees due and payable under this “**Agreement**”, or until the earlier termination of this “**Agreement**”. “**ADLC**”, in its discretion, may record this “**Agreement**” with the County Clerk and Recorder of the county in which the property described in **Exhibit A** is located.

IN WITNESS WHEREOF, the parties have thus executed this Special Fee, Cost Reimbursement, and Will Serve Agreement, effective from the date of Notary witness of the completed respective signatures of each responsible party.

Signatory Page

“ADLC” Representative,

By: _____

Bill Everett (title) Chief Executive Officer

Date

“Customer”

By: _____

(Print name) GARY W. CHILCOTT (title) OWNER / DEVELOPER

Date

State of Montana)

County of _____)

Acknowledged and subscribed before me this _____ day of _____,
20__ , by _____.

WITNESS my hand and official seal.

My Commission expires: _____

Notary Public

Exhibit A

**Customer Application Package
& Supporting Documentation
Attached**



**COMMERCIAL/INDUSTRIAL
WILL SERVE & CONNECTION FEE APPLICATION**

GENERAL INFORMATION		
Date of Application: <u>09/01/2020</u>		
Agency Requesting From: <u>ADLC</u>		
Preferred Delivery Method of Completed Will Serve (Check One):		
<input checked="" type="checkbox"/> At ADLC Offices	(Circle one)	
<input type="checkbox"/> Email to:	<input checked="" type="radio"/> Owner/Developer	Representative
<input type="checkbox"/> Mail to:	<input type="radio"/> Owner/Developer	Representative
<input type="checkbox"/> Mail to:	<input type="radio"/> Owner/Developer	Representative

CONTACT INFORMATION		
<i>Owner/Developer</i>		
Contact Name: <u>GARY W. CHILCOTT</u>		
Business Name: <u>COUNTRY CLUB RV RESORT</u>		
Mailing Address: <u>745 CHILCOTT LANE</u>	City: <u>DEER LODGE</u>	State: <u>MT</u> Zip: <u>59722</u>
Email: <u>CHILCOTTGARY9@GMAIL.COM</u>	Telephone: (<u>406</u>) <u>490-9768</u>	Ext. _____
<i>Representative for Owner/Developer (or) Engineering Firm, if applicable</i>		
Contact Name: <u>JOSHUA H GARRISON</u>		
Business Name: <u>TRUE NORTH ENVIRONMENTAL, LLC</u>	Business Type: <u>DEVELOPMENT/CONST. CONSULTING</u>	
Mailing Address: <u>205 CLARK STREET</u>	City: <u>DEER LODGE</u>	State: <u>MT</u> Zip: <u>59722</u>
Email: <u>JOSHUA.GARRISON68@GMAIL.COM</u>	Telephone: (<u>406</u>) <u>560-1914</u>	Ext. _____

PROJECT INFORMATION		
Property Address: <u>TBD (APPROX. INTERSECTION OF POLK & DL DRIVE)</u> City: <u>ANACONDA</u> State: <u>MT</u> Zip: <u>59711</u>		
Assessor's Parcel Number(s): <u>30-1285-02-4-06-11-0000, 30-1285-02-4-06-12-0000, 30-1285-02-4-06-13-0000, 30-1285-02-4-06-14-0000</u>		
Total Acres: <u>12.795 ACRES (INCLUDING ABANDONED PORTION OF POLK ST)</u>		
Nearest Cross Streets: <u>POLK STREET & DEER LODGE DRIVE</u>		
Type of Construction: <input checked="" type="checkbox"/> New Construction** <input type="checkbox"/> Tenant Improvement <input type="checkbox"/> New Tenant		Other Project Considerations:
		<input checked="" type="checkbox"/> Change in Ownership
Will Serve Request for: <input checked="" type="checkbox"/> Water & Sewer <input type="checkbox"/> Water Only <input type="checkbox"/> Sewer Only (\$175 Fee For Each)		<input checked="" type="checkbox"/> Metered Connection
		<input checked="" type="checkbox"/> Municipal Stormwater
** REQUIRED ON COMMERCIAL/INDUST. PROJECTS FOR FINAL DESIGN APPROVAL *		
* Attach a Preliminary Site Map (11" x 17") identifying building/suite numbers, associated square footage(s), and intended uses (i.e. office, retail warehouse, restaurant, number of full service RV spaces or campsites, special industrial needs, etc.).		
* Full regulatory approvals of design required for final design approval and "Will Serve" approval is not a guarantee of construction permit.		
* Provide Engineer's pre-design calculations for all domestic, industrial & irrigation water, maximum demand and/or applicable max daily sewer use.		



PROJECT INFORMATION *(continued)*

Duplicate this page for each building/suite.

Building/Suite # COUNTRY CLUB RV RESORT

Square Footage _____

OPERATION(S) *(Check all that apply.)*

- | | | |
|--|--|---|
| <input type="checkbox"/> Animal Kennel | <input type="checkbox"/> Financial Institutions | <input type="checkbox"/> Restaurant, # Fixtures _____ |
| <input type="checkbox"/> Auditorium/Amusement | <input type="checkbox"/> Golf Course/Camp/Park | <input type="checkbox"/> Retail Sales/Store/Unknown |
| <input type="checkbox"/> Auto Detail/Wash, Type _____ | <input type="checkbox"/> Health Spa | <input checked="" type="checkbox"/> RV Camp With Sewer Hookups,
Sites <u>107</u> |
| <input type="checkbox"/> Auto Sales/Repair | <input type="checkbox"/> Hospital | <input type="checkbox"/> School |
| <input type="checkbox"/> Auto Service/Repair | <input type="checkbox"/> With Showers, # Rooms _____ | <input type="checkbox"/> With Cafeteria and Showers,
Students _____ |
| <input type="checkbox"/> Bar, # Seats _____ | <input type="checkbox"/> Without Showers, # Rooms _____ | <input type="checkbox"/> Cafeteria without Showers,
Students _____ |
| <input type="checkbox"/> Beauty/Barber Shop, # Seats _____ | <input type="checkbox"/> Hotel/Motel/Rooming House,
Rooms _____ | <input type="checkbox"/> No Cafeteria, No Showers,
Students _____ |
| <input type="checkbox"/> Bowling/Skating | <input type="checkbox"/> Indoor Theater | <input type="checkbox"/> Service Shop |
| <input checked="" type="checkbox"/> Campsite (Developed) # Sites <u>17</u> | <input type="checkbox"/> Laundromat, # Machines _____ | <input type="checkbox"/> Service Station |
| <input type="checkbox"/> Car Wash-Tunnel Type | <input type="checkbox"/> Lumber Yard | <input type="checkbox"/> Shopping Center |
| <input type="checkbox"/> Car Wash-Wand Type | <input type="checkbox"/> Mobile Home Park, # Spaces _____ | <input type="checkbox"/> Special Events Center,
Attendance _____ |
| <input type="checkbox"/> Church | <input type="checkbox"/> Mortuary/Cemetery | <input type="checkbox"/> Supermarket |
| <input type="checkbox"/> Club | <input type="checkbox"/> Night Club | <input type="checkbox"/> Veterinarian |
| <input type="checkbox"/> Dentist Office | <input type="checkbox"/> Nurseries/Greeneries | <input type="checkbox"/> Warehousing |
| <input type="checkbox"/> Doctor Office | <input type="checkbox"/> Nursing Home, # Beds _____ | <input type="checkbox"/> Wholesale Outlet |
| <input type="checkbox"/> Drive-In Theater | <input type="checkbox"/> Office Building | |
| <input type="checkbox"/> Dry Cleaning | <input type="checkbox"/> Open Storage | |
| <input type="checkbox"/> Office Only, # Employees _____ | <input type="checkbox"/> Pre-School, # Students _____ | |
| <input type="checkbox"/> Plant, # Employees _____ | <input type="checkbox"/> Professional Building | |
| <input type="checkbox"/> Dry Manufacturing | | |
| <input type="checkbox"/> Other _____ | | |

Provide a detailed description of the type of manufacturing, business processes, production, or service activities proposed for this site. This information will be used to determine whether the proposed project will require pre-treatment of wastewater. If the project requires a Pre-Treatment Program, you will be required to contact (REGULATORY BODY), before a Will Serve will be issued.

COUNTRY CLUB RV RESORT (CCRV) WILL BE A FULL SERVICE RV RESORT THAT FEATURES 124 UNITS BROKE DOWN INTO THE FOLLOWING CATEGORIES: 93 RV SITES, 14 RV/CASITA SITES, 17 TENT SITES. IT WILL ALSO FEATURE A CAMP LODGE AND MANAGERS' HOUSE. THE CAMP LODGE WILL FEATURE BATHROOMS, SHOWERS, LAUNDRY AND A COMMON AREA. THE MANAGERS' HOUSE IS LOCATED ON AN ADJACENT PARCEL AND WILL FEATURE SEPARATE SERVICES FROM THE RESORT ITSELF. PLEASE SEE THE PERMIT DRAWINGS AND PACKAGE FOR MORE INFORMATION, WHICH IS ON FILE AT THE ADLC PLANNING DEPARTMENT OFFICE.



PROJECT INFORMATION *(continued)*

Duplicate this page for each building/suite.

Building/Suite # CCRV RESORT - MANAGERS' HOUSE

Square Footage 1,624 SQ. FT.

OPERATION(S) *(Check all that apply.)*

- | | | |
|--|--|--|
| <input type="checkbox"/> Animal Kennel | <input type="checkbox"/> Financial Institutions | <input type="checkbox"/> Restaurant, # Fixtures _____ |
| <input type="checkbox"/> Auditorium/Amusement | <input type="checkbox"/> Golf Course/Camp/Park | <input type="checkbox"/> Retail Sales/Store/Unknown |
| <input type="checkbox"/> Auto Detail/Wash, Type _____ | <input type="checkbox"/> Health Spa | <input type="checkbox"/> RV Camp With Sewer Hookups,
Sites _____ |
| <input type="checkbox"/> Auto Sales/Repair | <input type="checkbox"/> Hospital | <input type="checkbox"/> School |
| <input type="checkbox"/> Auto Service/Repair | <input type="checkbox"/> With Showers, # Rooms _____ | <input type="checkbox"/> With Cafeteria and Showers,
Students _____ |
| <input type="checkbox"/> Bar, # Seats _____ | <input type="checkbox"/> Without Showers, # Rooms _____ | <input type="checkbox"/> Cafeteria without Showers,
Students _____ |
| <input type="checkbox"/> Beauty/Barber Shop, # Seats _____ | <input type="checkbox"/> Hotel/Motel/Rooming House,
Rooms _____ | <input type="checkbox"/> No Cafeteria, No Showers,
Students _____ |
| <input type="checkbox"/> Bowling/Skating | <input type="checkbox"/> Indoor Theater | <input type="checkbox"/> Service Shop |
| <input type="checkbox"/> Campsite (Developed) # Sites _____ | <input type="checkbox"/> Laundromat, # Machines _____ | <input type="checkbox"/> Service Station |
| <input type="checkbox"/> Car Wash-Tunnel Type | <input type="checkbox"/> Lumber Yard | <input type="checkbox"/> Shopping Center |
| <input type="checkbox"/> Car Wash-Wand Type | <input type="checkbox"/> Mobile Home Park, # Spaces _____ | <input type="checkbox"/> Special Events Center,
Attendance _____ |
| <input type="checkbox"/> Church | <input type="checkbox"/> Mortuary/Cemetery | <input type="checkbox"/> Supermarket |
| <input type="checkbox"/> Club | <input type="checkbox"/> Night Club | <input type="checkbox"/> Veterinarian |
| <input type="checkbox"/> Dentist Office | <input type="checkbox"/> Nurseries/Greeneries | <input type="checkbox"/> Warehousing |
| <input type="checkbox"/> Doctor Office | <input type="checkbox"/> Nursing Home, # Beds _____ | <input type="checkbox"/> Wholesale Outlet |
| <input type="checkbox"/> Drive-In Theater | <input type="checkbox"/> Office Building | |
| <input type="checkbox"/> Dry Cleaning | <input type="checkbox"/> Office Only, # Employees _____ | |
| | <input type="checkbox"/> Plant, # Employees _____ | |
| <input type="checkbox"/> Dry Manufacturing | <input type="checkbox"/> Open Storage | |
| | <input type="checkbox"/> Pre-School, # Students _____ | |
| | <input type="checkbox"/> Professional Building | |
| <input checked="" type="checkbox"/> Other <u>MANAGERS' HOUSE</u> | | |

Provide a detailed description of the type of manufacturing, business processes, production, or service activities proposed for this site. This information will be used to determine whether the proposed project will require pre-treatment of wastewater. If the project requires a Pre-Treatment Program, you will be required to contact (REGULATORY BODY), before a Will Serve will be issued.

COUNTRY CLUB RV RESORT (CCRV) WILL BE A FULL SERVICE RV RESORT THAT FEATURES 124 UNITS BROKE DOWN INTO THE FOLLOWING CATEGORIES: 93 RV SITES, 14 RV/CASITA SITES, 17 TENT SITES. IT WILL ALSO FEATURE A CAMP LODGE AND MANAGERS' HOUSE. THE CAMP LODGE WILL FEATURE BATHROOMS, SHOWERS, LAUNDRY AND A COMMON AREA. THE MANAGERS' HOUSE IS LOCATED ON AN ADJACENT PARCEL AND WILL FEATURE SEPARATE SERVICES FROM THE RESORT ITSELF. PLEASE SEE THE PERMIT DRAWINGS AND PACKAGE FOR MORE INFORMATION, WHICH IS ON FILE AT THE ADLC PLANNING DEPARTMENT OFFICE.



PROJECT INFORMATION *(continued)*

Duplicate this page for each building/suite.

Building/Suite # CCRV RESORT - CAMP LODGE

Square Footage 1,408 SQ. FT.

OPERATION(S) *(Check all that apply.)*

- | | | |
|--|---|---|
| <input type="checkbox"/> Animal Kennel | <input type="checkbox"/> Financial Institutions | <input type="checkbox"/> Restaurant, # Fixtures _____ |
| <input type="checkbox"/> Auditorium/Amusement | <input type="checkbox"/> Golf Course/Camp/Park | <input type="checkbox"/> Retail Sales/Store/Unknown |
| <input type="checkbox"/> Auto Detail/Wash, Type _____ | <input type="checkbox"/> Health Spa | <input type="checkbox"/> RV Camp With Sewer Hookups, # Sites _____ |
| <input type="checkbox"/> Auto Sales/Repair | <input type="checkbox"/> Hospital | <input type="checkbox"/> School |
| <input type="checkbox"/> Auto Service/Repair | <input type="checkbox"/> With Showers, # Rooms _____ | <input type="checkbox"/> With Cafeteria and Showers, # Students _____ |
| <input type="checkbox"/> Bar, # Seats _____ | <input type="checkbox"/> Without Showers, # Rooms _____ | <input type="checkbox"/> Cafeteria without Showers, # Students _____ |
| <input type="checkbox"/> Beauty/Barber Shop, # Seats _____ | <input type="checkbox"/> Hotel/Motel/Rooming House, # Rooms _____ | <input type="checkbox"/> No Cafeteria, No Showers, # Students _____ |
| <input type="checkbox"/> Bowling/Skating | <input type="checkbox"/> Indoor Theater | <input type="checkbox"/> Service Shop |
| <input type="checkbox"/> Campsite (Developed) # Sites _____ | <input checked="" type="checkbox"/> Laundromat, # Machines <u>2</u> | <input type="checkbox"/> Service Station |
| <input type="checkbox"/> Car Wash-Tunnel Type | <input type="checkbox"/> Lumber Yard | <input type="checkbox"/> Shopping Center |
| <input type="checkbox"/> Car Wash-Wand Type | <input type="checkbox"/> Mobile Home Park, # Spaces _____ | <input type="checkbox"/> Special Events Center, # Attendance _____ |
| <input type="checkbox"/> Church | <input type="checkbox"/> Mortuary/Cemetery | <input type="checkbox"/> Supermarket |
| <input type="checkbox"/> Club | <input type="checkbox"/> Night Club | <input type="checkbox"/> Veterinarian |
| <input type="checkbox"/> Dentist Office | <input type="checkbox"/> Nurseries/Greeneries | <input type="checkbox"/> Warehousing |
| <input type="checkbox"/> Doctor Office | <input type="checkbox"/> Nursing Home, # Beds _____ | <input type="checkbox"/> Wholesale Outlet |
| <input type="checkbox"/> Drive-In Theater | <input type="checkbox"/> Office Building | |
| <input type="checkbox"/> Dry Cleaning | <input type="checkbox"/> Open Storage | |
| <input type="checkbox"/> Office Only, # Employees _____ | <input type="checkbox"/> Pre-School, # Students _____ | |
| <input type="checkbox"/> Plant, # Employees _____ | <input type="checkbox"/> Professional Building | |
| <input type="checkbox"/> Dry Manufacturing | | |
| <input checked="" type="checkbox"/> Other <u>CAMP LODGE BUILDING</u> | | |

Provide a detailed description of the type of manufacturing, business processes, production, or service activities proposed for this site. This information will be used to determine whether the proposed project will require pre-treatment of wastewater. If the project requires a Pre-Treatment Program, you will be required to contact (REGULATORY BODY), before a Will Serve will be issued.

COUNTRY CLUB RV RESORT (CCRV) WILL BE A FULL SERVICE RV RESORT THAT FEATURES 124 UNITS BROKE DOWN INTO THE FOLLOWING CATEGORIES: 93 RV SITES, 14 RV/CASITA SITES, 17 TENT SITES. IT WILL ALSO FEATURE A CAMP LODGE AND MANAGERS' HOUSE. THE CAMP LODGE WILL FEATURE BATHROOMS, SHOWERS, LAUNDRY AND A COMMON AREA. THE MANAGERS' HOUSE IS LOCATED ON AN ADJACENT PARCEL AND WILL FEATURE SEPARATE SERVICES FROM THE RESORT ITSELF. PLEASE SEE THE PERMIT DRAWINGS AND PACKAGE FOR MORE INFORMATION, WHICH IS ON FILE AT THE ADLC PLANNING DEPARTMENT OFFICE.



SERVICES REQUESTED

Building/Suite #	SEWER	WATER				Backflow Required? Yes / No / Not applicable	
	No. of Units	Meter Type Domestic / Irrigation	Meter Size ¾" 1" 1-½" 2" 3" 4"				
CCRV RESORT	107	DOMESTIC	6"				YES
CCRV CAMP LODGE	1	DOMESTIC	6"				YES
CCRV MANAGER'S HOUSE	1	DOMESTIC	1"				YES

If you require more information please contact ADLC Water Dept. at (406) 563-7111 or ADLC Sewer Dept. at (406) 563-4072

ENGINEERING FEES (SEE: ADLC Will Serve Agreement)

SERVICE AVAILABILITY LETTERS
APPLICATION PROCESSING FEE \$____.00

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

FOR ADLC OFFICE USE ONLY	Fees Due: _____	Reviewed by: _____
	Reimbursements: <input type="checkbox"/> Yes <input type="checkbox"/> No	Reimbursement #(s) _____
	Date Payment Received: _____	Receipt No.: _____ CK: _____
	Date Received by Engineering: _____	Division: _____
	Will Serve #: _____	WO#: _____ <input type="checkbox"/> GIS <input type="checkbox"/> Log <input type="checkbox"/> CIPAce
	Previous Account#: _____	Meter Size: _____ Pressure Zone: _____

Mail or hand deliver completed application form with appropriate fee to: **ADLC, 800 Main Street, Anaconda, MT 59711**. For water questions, please contact **ADLC Water Dept. at (406) 563-7111** or for sewer questions, please contact **ADLC Sewer Dept. at (406) 563-4072**.

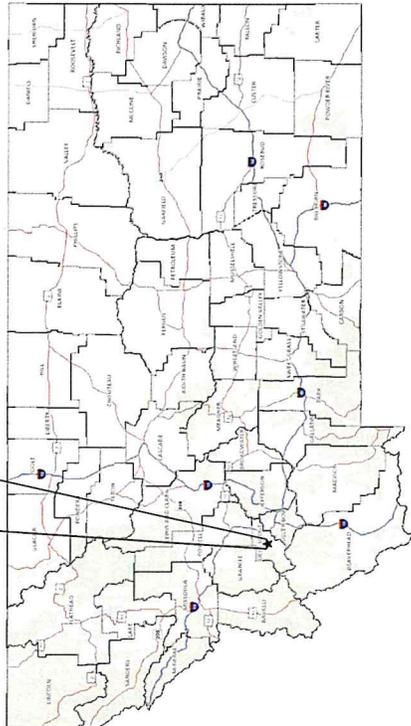
**Please allow up to 10 working days for processing once the completed application has been accepted by ADLC.*

COUNTRY CLUB RV RESORT

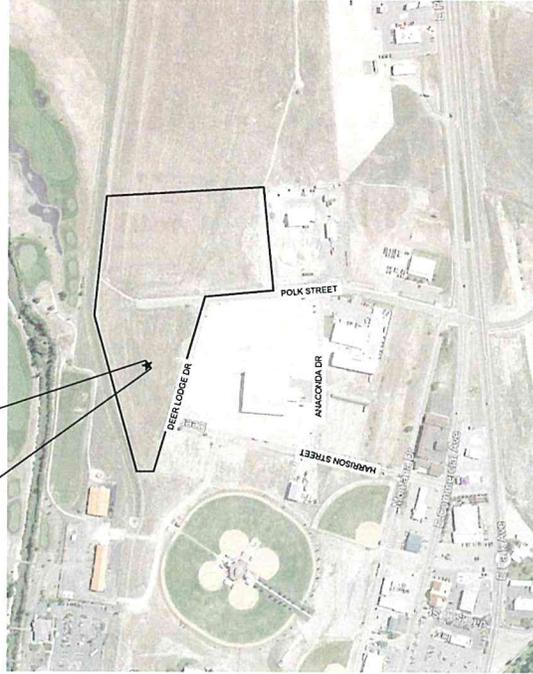
301 NORTH POLK STREET
DEER LODGE COUNTY MONTANA
2020

PROJECT VICINITY
ANACONDA DEER LODGE MNT

PROJECT LOCATION



PROJECT VICINITY MAP
NTS



PROJECT LOCATION MAP
NTS



PREPARED BY :
EPIC ENGINEERING, P.C.
ENGINEER
50 EAST 100 SOUTH
HEBER CITY, UTAH 84032
435-654-6600
CONTACT: DEVIN EARL



SHEET LIST TABLE

SHEET #	COVER	SHEET TITLE
1.0	OVERALL SITE PLAN	
1.1	DEVELOPMENT PLAN	
1.2	OVERALL PAVING PLAN	
1.3	OVERALL PAVING PLAN	
1.4	PAVING PLAN WEST HALF	
1.5	PAVING PLAN EAST HALF	
1.6	OVERALL UTILITY PLAN	
2.1	OVERALL GRADING PLAN	
2.2	ENLARGED GRADING VIEWS	
2.3	CUT FILL ANALYSIS	
3.1	OVERALL SEWER PLAN	
3.2	PHASE 1 SEWER LINE A STA:0+00 - 4+75	
3.3	PHASE 1 SEWER LINE A STA:4+75 - 9+50	
3.4	PHASE 1 SEWER LINE A STA:9+50 - 14+75	
3.5	PHASE 1 SEWER LINE B STA:14+75 - 18+76	
3.6	PHASE 1 SEWER LINE C STA:0+00 - 4+20	
3.7	PHASE 1 SEWER LINE D STA:0+00 - 7+57	
3.8	PHASE 1 SEWER LINE E STA:0+00 - 1+28	
3.9	PHASE 2 SEWER LINE A STA:4+75 - 8+59	
3.10	PHASE 2 SEWER LINE B STA:0+00 - 3+92	
3.11	PHASE 2 SEWER LINE C STA:0+00 - 3+56	
3.12	PHASE 2 SEWER LINE D STA:0+00 - 3+95	
3.13	PHASE 2 SEWER LINE E STA:0+00 - 3+63	
4.1	OVERALL WATER PLAN	
4.2	PHASE 1 WATER PLAN	
4.3	PHASE 2 WATER PLAN	
4.4	PLAN & PROFILE WATER PHASE 1 STA:0+00 - 8+05	
4.5	PLAN & PROFILE WATER PHASE 1 STA:8+05 - 16+20	
4.6	PLAN & PROFILE WATER PHASE 1 STA:16+20 - 22+01	
4.7	PLAN & PROFILE WATER PHASE 2 STA:0+00 - 7+95	
4.8	PLAN & PROFILE WATER PHASE 2 STA:7+95 - 16+00	
4.9	PLAN & PROFILE WATER PHASE 2 STA:16+00 - 24+11	
4.10	OVERALL STORM DRAIN PLAN	
5.1	PLAN & PROFILE STORM DRAIN STA:0+00 - 27+12	
6.1	DETAILS - SITE	
6.2	DETAILS - UTILITY	
6.3	DETAILS - SEWER	
6.4	DETAILS - WATER	
6.5	DETAILS - STORM DRAIN	

GENERAL NOTE:
THE INFORMATION IN THESE PLANS WAS COLLECTED TO PROVIDE DESIGN RECOMMENDATIONS FOR THIS PROJECT. VARIATIONS FROM THE CONDITIONS SHOWN ON THESE PLANS MAY OCCUR. THE ENGINEER HAS CONDUCTED VISUAL SURVEYS SUFFICIENT TO REQUIRE MODIFICATIONS TO THE DESIGN. IT IS IMPORTANT THAT WE (THE PROJECT ENGINEERS) OBSERVE OR ARE MADE AWARE OF THESE CHANGES. WE SO DOING WE RESERVE THE RIGHT TO MAKE SOUND ENGINEERING JUDGMENTS TO CORRECT ANY ERRORS OR OMISSIONS. WE WILL NOT BE RESPONSIBLE IN ORDER TO ENSURE THE PERFORMANCE OF THE FACILITIES IN THIS PROJECT.

THE LAKOTA GROUP

116 West Illinois Street, Floor 7
Chicago, Illinois 60654
312.467.5445, 312.467.5484 (fax)

September 24, 2020

PROFESSIONAL SERVICES AGREEMENT between The Lakota Group (Consultant) and Anaconda-Deer Lodge County (Client)

I. PURPOSE

The purpose of this assignment is to prepare a Historic Preservation Plan in accordance with the stipulations and requirements of the 2020 Main Street Program Grant.

II. SCOPE OF WORK

The Consultant will undertake the following project scope of work for this assignment.

Task 1.1 Project Kick-Off Meeting (Video, Meeting #1)

Conduct a project kick-off meeting with the Client and other key stakeholders to:

- Confirm project scope and schedule;
- Confirm initial project objectives;
- Discuss and establish roles of Lakota, Client and the Historic Resources Board;
- Identify potential Task Force or Steering Committee chair and members; and,
- Discuss and confirm stakeholders, small group, and community workshops and overall community engagement schedule.

The Work Plan and Schedule will be refined based on input received during the project start meeting. A more specific calendar of meeting dates and work products will be developed along with a list of needed data sources and potential key person interviews during the process.

Task 1.2. Document Review, Research and Community Engagement Plan

Prepare a research and public participation plan that includes:

- Literature review needs for context setting in Anaconda-Deer Lodge County;
- Definition of public participation activities, timing, goals, and potential participant groups;
- Scope of inventory of historic preservation arts, cultural and creative entities and industries in Anaconda-Deer Lodge County; and,
- Review and finalize the research and community engagement plan (For Site Visit #1);

Lakota will collect and review additional information and data as necessary to conduct analysis of local preservation and arts issues. Such information may include:

- Previous historic resource surveys;
- Previous National Register and Local Landmark and District nominations and designations;
- Anaconda-Deer Lodge County Historic Preservation Ordinance;
- Previous preservation and arts and culture plans and studies;
- Current and in-production community and neighborhood-level plans;
- Current administrative rules and annual work plan for the Arts and Historic Preservation Commission;
- Economic data and development trends;
- Tourism studies;
- Evaluation of current incentive program and tax credit rehabilitation activity;
- Other plans and reports.

In addition to historic preservation research, Lakota will identify how current County plans and codes are supportive or not supportive of preservation activities; other reports and literature will be reviewed as part of the research of local trends and needs.

Task 1.3: Project Website

Lakota will create a project website that describes the overall planning project and process. The website will allow the public to access documents, such as project updates and communications, draft and final plan documents, workshop materials and surveys, as well as to post comments and other information.

Task 1.4. Engagement Week: On-Site Project Kick-Off Topic Workshops, Field Work and Stakeholder Listening Sessions (Visit #1, 3 full days)

During Engagement Week our Team will conduct a kick-off meeting to introduce the project to the community, finalize project plans, tour the County, and conduct stakeholder listening sessions. Prior to this meeting Lakota will present the project brand and develop roll-out materials. We will conduct listening sessions with identified stakeholders and small groups, including elected officials, Historic Resources Board, preservation advocates, cultural institution leaders, local artists, property and business owners, civic organizations, business leaders, and others to be identified. These meetings are meant to gain insight into key critical planning issues, constraints and opportunities and to identify potential arts partnerships and resources. Each meeting will be led by a discussion guide.

During this on-site, Lakota will also lead community engagement workshops covering key areas in the neighborhood to gather public input and create awareness for the plan. Other activities include:

- Kick off meeting with the Plan Steering Committee
- Public presentation to introduce the planning project
- Tour of historic areas, neighborhoods, facilities, and sites of natural resources and cultural value.

Task 1.5: Community Survey

Lakota will prepare an online survey, using many of the exhibits and exercises from the community meetings to gain additional insight from County citizens about current preservation and arts and culture issues.

Task 1.6: Mapping

Lakota will collect County GIS information, other digital maps, Sanborn maps and aerial photos from the County for use in preparing maps that document existing historic districts and surveyed areas, as well as identified preservation assets. New maps will be developed documenting potential survey areas, historic districts, and areas of special concern to the County. The maps will be refined as information becomes available during the process.

Task 1.7: Analysis and Assessment

Lakota will analyze relevant documents and plans, resource inventories, observations, listening session results, and other materials and information. Research will also be conducted into best practices in historic preservation planning with a determination of opportunities for strategic action.

Task 1.8: State of the County Report

Prepare the State of the County Report outlining the following:

- Historic Contexts and County Architecture;
- Existing Landmarks and Districts;
- Previous Preservation Planning Documents, Surveys and Documentation Initiatives;
- County Historic Preservation Program, Ordinance, Landmarking and Design Review Procedures;
- County Planning and Zoning-Related Processes and Programs;
- Incentives and Economic Development Programs;
- Downtown and Neighborhood Revitalization.
- Infrastructure Needs;
- Other County Departments and Preservation Program Responsibilities;
- Recommendations for new databases, web resources, and ways to promote existing resources in digital and traditional formats;
- Existing Partnerships and Organizational Relationships;
- Issues and Opportunities Summary;
- Preservation Philosophy Statement; and,

- Draft Preservation and Arts and Culture Planning Objectives, Strategies and Concepts.

Task 1.9: Client Review of Report (Video, Meeting #2)

Through a conference call or video call, Lakota will discuss the draft report for any revisions or changes.

Task 2.1: Draft Historic Preservation Plan

Prepare a Draft Plan that outlines goals, strategies, and potential action items related to:

- Priority survey areas and future landmarks and historic districts;
- Enhancements to the Historic Resources Board operations and procedures, including any needed changes to ordinances and administrative procedures;
- Preservation-based economic development and tourism strategies;
- Placemaking strategies;
- Preservation education, advocacy and outreach strategies including development of new digital content and educational materials;
- Partnership opportunities with other organizations, agencies and entities;
- Integration of preservation planning policies and initiatives in other comprehensive and district level planning activities;
- Property deconstruction, salvage and recycling programs;
- Planning strategies to mitigate threats and development pressures on historic resources.
- Cultural resource management strategies.

The Draft Plan will also include an implementation matrix that identifies who will lead, potential partners, resource requirements, and timeline. Roles and responsibilities will be included.

Task 2.2 Community Workshop (Visit #2, Meeting #3, 2 days)

The Lakota Team will conduct a final workshop to review and discuss the Draft Plan, providing an additional opportunity to collect citizen input. The workshop will be organized as a series of topic-themed stations that describe all elements of the Draft Plan to encourage public input and comment. Designed as a casual affair, we encourage the client to provide some arts entertainment and light refreshments appropriate to the community or venue. We would work with the Client staff to curate the event to fit Anaconda-Deer Lodge County.

Task 2.3 Digital Public Input

To augment the community workshop, Lakota will post the plan online using a Konveio’s digital PDF platform that allows for social engagement and comments easily online. Allowing for the digital component extends the opportunity for citizen engagement in the planning process. We will work with the Client and to promote the use of the platform.

Task 2.4 Final Historic Preservation Plan

Incorporate comments and revisions from the Community Workshop and digital input and all comments into a final plan document suitable for public distribution. We will provide a digital version and one hardcopy of the plan to the Client for circulation and web posting. An appendix will include research tools and results.

Task 2.5 County Adoption Presentation (Visit #3, Meeting #4)

A Lakota Principal will attend County Commission meeting to present and discuss the Final Plan and associated recommendations.

III. TIMELINE

Lakota recognizes that time is of the essence and will complete the Preservation Plan by February 2021.

IV. COMPLIANCE WITH LAWS

Lakota shall give notices and comply with laws, ordinances, rules, regulations, and orders of all public authorities applicable to these Services and shall comply with all federal, state, and local tax laws and social security, unemployment compensation and workers compensation acts applicable to the performance of these Services.

V. EQUAL OPPORTUNITY

Each party represents that it is an equal opportunity employer and will operate to comply with all applicable federal,

state and local laws relating to equal employment opportunities, and if required, with the rules or regulations enforced by the Office of Federal Contract Compliance or any similar federal or state agency monitoring employment practices or government contracts.

VI. ENTIRE AGREEMENT

This Agreement contains the full understanding of the parties with respect to the subject matter hereof, and it supersedes all prior proposals, agreements, memoranda, statements, and representations, written or oral, between the parties. In the event of any conflict between the terms of this Agreement and the Prime Contract, the terms of this Agreement shall govern.

VII. CONFIDENTIALITY

No party hereto shall disclose any information of any nature regarding this Agreement, except that either party may make such disclosures as are specifically required by law.

VIII. CONFLICT OF INTEREST

Lakota certifies the no employee or officer of any agency with an interest in the Agreement has any pecuniary interest in the business of the Consultant or this Agreement, nor does any employee or officer have an interest that would conflict in any manner or degree with the Consultant's performance of this Agreement.

IX. GOVERNING LAW

This Agreement has been executed in several counterparts, each of which shall be deemed an original but all of which shall be deemed to be the same agreement.

X. INSURANCE

Lakota and its subcontractors will provide the Client with evidence of insurance, including liability, umbrella, and automobile as required. The Consultant will name the Client as an additional insured as appropriate to Client requirements.

Consultant must carry and maintain at its own cost with such companies as are reasonably acceptable to Client all necessary liability insurance (which shall include as a minimum the requirements set forth below) over the course of the proposed project, for damages caused or contributed to by Consultant, and insuring Consultant against claims which may arise out of or result from Consultant's performance or failure to perform the Services hereunder.

The Consultant must provide an insurance certificate naming the Client as an additional insured and will provide a variety of insurances including:

- Comprehensive general liability \$1,000,000 combined single limit for each occurrence for bodily injury and property damage - designating the Client as Additional Insured
- Workers Compensation - Statutory limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- Errors and omissions or professional liability insurance - \$1,000,000

Consultant's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to Client.

The Consultant, including their subcontractor, employees representatives or agents shall indemnify, defend and hold harmless the Client, its officers, employees and agents for any and all liability loss, cost, damage and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions or suits based upon or alleging bodily injury including death, or property damage rising out or resulting from the Consultant's operations under this document.

XI. SEVERABILITY

For any reason, the Agreement may be cancelled, in whole or in part, by Lakota or upon the Client's written notice. The Client may pay Lakota's costs actually incurred as of the date of receipt of notice of default. Upon termination, Lakota will deliver all documents and products of whatever kind, and their reproducible origins related to the assignment, which have been produced to the date of the notice of termination.

XII. INVOICING

Lakota shall submit monthly invoices to the Client, and each invoice shall be subject to the audit and approval of the Client. Invoices will be accompanied by receipts for all reimbursable expenses and shall be itemized and detailed as to the type/date of the services/tasks performed. Invoices past due 45 days will be subject to interest charge of 1.5% per month.

XIII. INDEPENDENT CONTRACTOR STATUS

The relationship of Consultant to Client is that of independent contractor, and nothing in this agreement is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the Client to exercise control or direction over the manner or method by which Consultant or its subcontractors provide services hereunder. As an independent contractor, the Consultant is responsible for the payment of any and all, federal, state, or local, income, sales, use and/or similar taxes.

Neither the Client nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents, or employees, perform the services required herein, except as otherwise set forth herein. The Client shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. The Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Client. The Client shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venture or a member of any joint enterprise with Consultant

All of the reports, information, and data, etc., prepared or assembled by the Consultant under this agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Client.

XIV. PROJECT TERMS

Lakota and its sub-consultants will be compensated with a not-to-exceed fee including reimbursable expenses as noted below. The budget for professional fees and reimbursable expenses is as follows:

Total Project Budget \$28,870 including all expenses

The above fee estimate can be adjusted based on clarifications or changes to the work scope made by the Client. The project fee includes all the meetings and deliverables outlined in the Scope of Work. It does not include any additional meetings, project reviews, presentations, studies, plans or designs other than those outlined in Section II: Scope of Work.

XV. NOTICES

Written notice between the parties shall be deemed to have been duly served if delivered in person or by certified mail to the following addresses:

To the Client:

Anaconda-Deer Lodge County
Attn: Adam Vauthier, Anaconda-Deer Lodge County Historic Preservation Plan Project Manager, 118 E 7th St, Anaconda, Montana 59711

To the Consultant:

The Lakota Group
116 West Illinois Street, 7th Floor Chicago, Illinois 60654

Please indicate acceptance of this agreement by signing one copy and returning it to our office listed above. Lakota

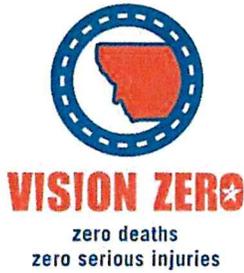
will begin work after receiving written authorization to proceed via fax, email, mail, or messenger. The Lakota Group appreciates the opportunity to provide the Client with Professional Planning Services.

This Agreement executed on the date above:

Nicholas P. Kalogeresis, AICP
Associate Principal
The Lakota Group

Anaconda-Deer Lodge County
Bill T. Everett, Anaconda-Deer Lodge County CEO, 800 Main St, Anaconda, Montana 59711

Date



Montana Department of Transportation

2701 Prospect
PO Box 201001
Helena MT 59620-1001

Steve Bullock, Governor
Michael T. Tooley, Director

September 24, 2020

Carl Hamming
Planning Director, Anaconda-Deer Lodge County
800 Main St
Anaconda, MT 59711

Subject: Elm Street, UPN 9829000 – Funding Agreement

Attached are two copies of the agreement between the Montana Department of Transportation (MDT) and the City/County of Anaconda-Deer Lodge for the subject project.

Please review and sign each contract then return both copies to MDT for final signature at the following address:

Statewide & Urban Planning Section
ATTN: Mitch Buthod
2960 Prospect Ave.
PO Box 201001
Helena MT, 59620-1001

Once the agreement has been fully executed a copy will be sent to the City/County for your records.

If you have any questions or need additional information, please contact Mitch Buthod at mbuthod@mt.gov or 406-444-9274.

Thank you for your assistance

Katie Potts

Katie Potts
Statewide and Urban Planning, Supervisor

copies: William Fogarty, Butte District Administrator

**FUNDING AGREEMENT
BETWEEN THE CITY/COUNTY OF ANACONDA-DEER LODGE AND THE
MONTANA DEPARTMENT OF TRANSPORTATION FOR THE PLANNING
AND CONSTRUCTION OF
ELM STREET – COMMERCIAL STREET TO 7TH STREET, UPN 9829000**

This memorandum of agreement (MOA) by and between the City/County of Anaconda-Deer Lodge (CITY), and the Montana Department of Transportation (MDT) establishes the roles, responsibilities and commitments relative to the planning, costs, and administration responsibilities necessary for the pavement preservation and ADA upgrades on Elm Street within the Anaconda Urban Area.

WITNESSETH

This project is in the City/County of Anaconda-Deer Lodge on Elm Street (U-203) from the junction with Commercial Street (P-19) to the junction with 7th Street (U-206). The proposed scope of work includes a mill and fill on Elm St. from Commercial St. to 7th St., and ADA upgrades at the intersections with 5th St., 6th St., and the north side of 7th St.

WHEREAS, MDT is responsible for assuring that the planning, design, approvals and environmental clearances, construction and maintenance of state and federally-designated highway system facilities provide for the benefit of the traveling public in a safe and efficient manner in accordance with Title 23 United States Code (U. S. C.) and related federal regulation and guidance and Title 60, Montana Code Annotated (MCA); and

WHEREAS, the CITY agrees to be responsible for items identified in this MOA and be responsible for preparing the financial package for the PROJECT; and

WHEREAS, the CITY agrees and understands that the PROJECT will not advance past the Preliminary Engineering (PE) phase until a funding package for all improvements, including contingencies and overruns, is in place to MDT's satisfaction; and

WHEREAS, the CITY agrees this PROJECT is and will remain the CITY's Urban Highway Program funding priority until constructed; and

WHEREAS, the estimated cost for all phases of the PROJECT is approximately \$460,500¹ including indirect costs;

¹ Cost estimate includes all phases, inflation, and IDC

WHEREAS, it is mutually agreed upon that a cooperative delineation and identification of duties and responsibilities of the parties is essential to the overall development of this PROJECT.

NOW THEREFORE, the signatory parties set forth below the fundamental duties and responsibilities necessary for this proposed PROJECT.

I. PROJECT DEVELOPMENT

A. CITY:

1. Will be responsible for defining the final scope of the PROJECT and obtaining approval from local officials, consistent with the local planning process.

B. MDT:

1. Will develop and let the PROJECT for construction including, administration, engineering analysis, surveying, design, public involvement, environmental documentation, clearances, plans preparation, acquisition of all appropriate permits, and the provisions of other services required to complete the preconstruction phase, right of way permitting, and utility permitting in preparation to let and to construct the PROJECT.

II. ENVIRONMENTAL REVIEW

A. MDT:

1. Will be responsible for the development of documents necessary for compliance with the National Environmental Policy Act (NEPA), 23 CFR 771, Section 106 of the National Historic Preservation Act (NHPA), Section 4(f) of the DOT Act, and the Montana Environmental Policy Act (MEPA), in connection with the actions contemplated in this agreement. MDT will coordinate with FHWA for their approval of the NEPA document as necessary.

B. All Parties:

1. Understand that the decisions made by the MDT and FHWA pursuant hereto and the execution of this agreement does not constitute the irretrievable commitment of resources by the MDT or the CITY until all necessary steps are taken with regard to any particular decision to comply with NEPA/MEPA and other applicable state and federal laws.

III. FUNDING

A. All Parties:

1. It is understood and agreed between the parties that: Section 17-1-106 MCA requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs. These costs are in addition to direct PROJECT costs. MDT's indirect cost rate is determined annually as a percentage of the PROJECT's direct costs to cover the PROJECT'S share of MDT's indirect costs as defined by 2 CFR Part 200, Appendix VII. MDT's current indirect cost rate is 10.99% for fiscal year 2021 (July 1, 2020 to June 30, 2021).

For this PROJECT, MDT billings to the LOCAL OFFICIALS will include a charge for the indirect costs at the current fiscal year indirect cost rate. This amount will be applied toward the total PROJECT contribution of the CITY, if this project extends across more than one fiscal year, more than one annual rate will be involved, as the rates may change during the life of the PROJECT.

2. Agree and understand that the PROJECT will not advance past the Preliminary Engineering (PE) phase until a funding package for all improvements, including contingencies and overruns, is in place to MDT's satisfaction.
3. Current PROJECT cost estimate for all phases is \$460,500, this includes IDC and inflation.

PE	\$ 37,500
CN/CE	<u>\$ 423,000</u>
	\$ 460,500²

PROJECT funding sources include:

STPU funds FFY 2023:	<u>\$ 800,198</u>
	\$ 800,198³

4. Agree and understand that the PROJECT will not be programmed for the construction phase until a funding package for all improvements, including contingencies and overruns, is in place to MDT's satisfaction.
5. PROJECT estimates will be updated at PROJECT milestones or as more refined estimates become available until PROJECT closeout. All Parties and their consultants must meet during the consultant contract scoping process and

² Includes all phases, inflation, and IDC

³ Balance accounts for PROJECT PE programmed in FFY 2020

during each phase to exchange PROJECT information, ensure PROJECT and funding are tracking together, and identify any outstanding issues. All Parties must concur on the PROJECT estimates before they can be used within this agreement as a basis for financial responsibility/participation in this PROJECT.

B. CITY:

1. Agrees to and acknowledges its responsibility for all costs associated with the PROJECT in excess of available STPU funds.
2. Will provide any necessary local or non-federal match funds and associated indirect costs to MDT within thirty (30) days of billing. MDT will not submit programming requests to FHWA for individual project phases until the required matching funds and funds for costs in excess of available federal funds, if any, have been transferred to MDT.
3. Will transfer funding for non-federal/non-state provided costs for the PROJECT within thirty (30) days of MDT billing.
4. Is responsible for 100% of non-federal aid eligible costs and payback of state and federal funds expended on the PROJECT if required.
5. Agrees, if the CITY terminates PROJECT development at any time, it will reimburse MDT for any and all costs incurred by MDT, including any required payback of Federal funds already expended on the PROJECT, up to the date of the stoppage.

C. MDT:

1. Consistent with Transportation Commission approval, will allocate available STPU funds, and CITY funds as needed, for all phases of this PROJECT.
2. Will allow CITY to use local resources to reduce the overall funding obligation to construct the PROJECT, including but not limited to all private contributions; in-kind private contributions; cash or in-kind contributions from local government entities such the CITY/CITY Road Department. In-kind contributions can be used to reduce the overall project costs, not to match federal funds.

IV. PROJECT DESIGN PHASE

A. MDT:

1. Will develop constructible design plans, in accordance with MDT design standards and the environmental process, for the PROJECT.
2. Will provide the CITY a design phase cost estimate including indirect costs to cover MDT administrative expenses and request for any non-federal match funds.

B. All Parties:

1. Agree that the PROJECT will not advance past the PE phase until a funding package for all improvements, including contingencies and overruns, is in place to MDT's satisfaction.

VI. CONTRACT AWARD ADMINISTRATION

A. CITY:

1. If required, the CITY will submit payment for its portion of PROJECT cost based on the MDT engineer's estimate for the construction and construction engineering costs to the MDT within thirty (30) days of billing.
2. If the federal government requires a reimbursement or return of any federal funds because a project doesn't advance due to CITY's failure to make any scheduled payment, the CITY agrees that it will reimburse MDT for those federal funds within thirty (30) days of billing.
3. If at bid opening the CITY concurs in cost increases greater than 10% of MDT's estimate, the CITY will pay the increased costs within thirty (30) days of MDT's billing.
4. Payments to this PROJECT will be coordinated through the MDT's Administration Division and will be provided to MDT staff in the form of a check to be deposited and credited to this PROJECT. Check must be made payable to the "Montana Department of Transportation" and sent to:

Montana Department of Transportation
Attention: Collections
P.O. Box 201001
Helena, MT 59620-1001

The contact for billing and accounting questions for the MDT will be:
Deann Willcut
Special Project Accountant
P.O. Box 201001
Helena, MT 59620-1001

The contact for billing and accounting questions for the CITY will be:
John Sholey
Chief Financial Officer/Clerk & Recorder
800 Main Street, Second Floor
Anaconda, MT 59711

B. MDT:

1. Will provide a detailed breakdown of all estimated PROJECT costs and bill the CITY accordingly for local contributions as necessary to complete the funding package and bill the CITY in advance for construction of the PROJECT no more than (60) days before bid opening.
2. Once a complete funding package is in place, MDT will bid, award, and administer the construction contract for the PROJECT in accordance with the standard MDT procedures, including obtaining concurrence of award from FHWA.
3. Will not let the PROJECT contract without the CITY's concurrence if the bid price exceeds the available funds or exceeds the engineers estimate by more than 10%. If the CITY does not concur, the PROJECT will not be awarded, since the CITY is also responsible for the cost increase. If the CITY does concur, the PROJECT will be awarded, and the CITY will be billed for the amount exceeding the initial payment.

C. All Parties:

1. Understand that it is possible that the PROJECT estimate may be exceeded once construction is begun, and any change orders, increases, or unforeseen expenses will be borne by the CITY. MDT will inform the CITY beforehand, and as early as possible, of anything that appears will result in a cost increase and will discuss the need for any possible change order with the CITY. But it is agreed that the CITY does not have the ability to veto or delay, or refuse to pay for, any change orders deemed necessary by MDT.
2. The CITY's portion of the cost of any change order will be billed as early as it can be readily determined and will be due and payable by the CITY within thirty (30) days of the statement.
3. Within six (6) months after the PROJECT has been finally accepted with the final costs submitted, the MDT will submit a final statement to the CITY. The final statement will be in the form of an invoice and provide details of any expenses that may be identified as "miscellaneous", billing the CITY for cost overruns, or it will be a check, for overpayment by the CITY. The CITY must submit payment to the MDT within thirty (30) days of billing. If payment is not made within that thirty (30) day period, interest on the unpaid amount will accrue at the rate of 10% per year and continue to accrue until paid in full. If the CITY is billed for additional funds, MDT will not participate in any future funding agreements with the CITY until full payment, including interest, is received from the CITY.

VII. PROJECT CONSTRUCTION PHASE

A. CITY:

1. Acknowledges the funding plan must demonstrate that all components of the PROJECT will be completed.
2. Acknowledges that FHWA construction phase approval is contingent on an acceptable and comprehensive funding plan for the completed PROJECT.
3. Acknowledges that the value of quantifiable materials and other MDT and FHWA approved in-kind contributions can also be credited to reduce overall project costs if all specifications are met and the transfer of ownership is accomplished after the PROJECT is programmed. No other contributions or services will be credited.

B. MDT:

1. Will request programming of STPU funds and program local funds necessary to complete the funding package for the construction phase of the proposed PROJECT.

C. All Parties:

1. Agree and understand that MDT's funding contribution is contingent on the conditions described herein and therefore the PROJECT will not be programmed for the construction phase until:
 - a. a funding package for the PROJECT through construction, including contingencies and overruns, is in place to MDT's satisfaction; and
 - b. all approvals, clearances and permits are obtained.

X. GENERAL TERMS AND CONDITIONS

1. Term – The term of this Agreement shall be ten (10) years. After the initial ten (10) year term, this Agreement will renew automatically, for successive one (1) year terms, unless superseded by a new Agreement between the parties.
2. Termination – This Agreement may be terminated by MDT if the CITY violates or breaches any term, condition, or article of this Agreement and the CITY has failed to correct (or reasonably initiate correction) within 60 days of receiving notice in writing addressed to the CITY's representative, of such violation or breach of any term, condition, or article of this Agreement. If this Agreement is terminated, the improvements become the property of MDT, without reimbursement. MDT will maintain the property as it sees fit and may remove the improvements without CITY or landowner approval. MDT may seek compensation for maintenance or removal of the improvements from the CITY.
3. Other Agreements – Other Agreements pertaining to the project area remain in full force and effect. In the case of a conflict between this Agreement and a previously executed Agreement, the terms of this Agreement apply.

4. Hold Harmless & Indemnification

- a. The CITY agrees to protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the CITY's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of the CITY, its agents, or sub-contractors, under this Agreement, except the negligence of MDT.
- b. The State and Department of Transportation agrees to protect, defend, indemnify, and hold the CITY, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the MDT's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of MDT, its agents, or sub-contractors, under this Agreement, except the negligence of the CITY.

5. Insurance

- a. General Requirements: Each party shall maintain for the duration of this Agreement, at its own cost and expense, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the duties and obligations in this Agreement by each party, its agents, employees, representatives, assigns, or sub-contractors. This insurance shall cover such claims as may be caused by any negligent act or omission.
- b. General Liability Insurance: Each party shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1 million per occurrence and \$2 million aggregate per year to cover such claims as may be caused by or arising out of any negligent acts or omissions in work or services performed under this Agreement, or as established by statutory tort limits as provided by a public entity self-insurance program either individually or on a pool basis as provided by Mont. Code Ann. Title 2, Chapter 9.
- c. General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana or by a public entity self-insured program either individually or on a pool basis. Each party must notify the other immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. Each party reserves the right to request complete copies of the other party's insurance policy or self-insured memorandum of coverage at any time.

- d. **Workers' Compensation Insurance:** The CITY must maintain workers' compensation insurance and require its contractors and its contractor's sub-contractors to carry their own workers compensation coverage while performing work within MDT right-of-way in accordance with Mont. Code Ann. §§39-71-401 and 39-71-405. Neither the contractor nor its employees are employees of MDT. This insurance/exemption must be valid for the entire Agreement period.

6. Public Safety

It is agreed, if any repairs to the elements of the Project must be performed to address or prevent a public hazard, the CITY will immediately protect the area from public access, contact the appropriate MDT District Maintenance Office, and make reasonable and timely effort to correct or repair the hazard.

7. Invoicing and Indirect Cost (IDC)

- a. If MDT incurs any costs resulting from this Agreement, MDT shall be entitled to be compensated for such costs by the CITY and the CITY shall pay the same within thirty (30) days of its receipt of such invoices.

Mont. Code Ann. §17-1-106, requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs (IDC). These costs are in addition to direct project costs. MDT's IDC rate is determined annually as a percentage of the project's direct costs to cover the project's share of MDT's IDC as defined by 2 CFR Part 200, Appendix VII. MDT's current IDC rate is 10.99% for fiscal year 2021 (July 1, 2020 to June 30, 2021). If the work occurs or extends into fiscal year 2022 or beyond the IDC rate will be charged at the rate agreed to by MDT and the Federal Highway Administration (FHWA).

- i. Invoice will be sent to:

John Sholey
Chief Financial Officer/Clerk and Recorder
800 Main St., Second Floor
Anaconda, MT 59711

- ii. Payments shall be made to:

Montana Department of Transportation
Attention: Collections
2701 Prospect Avenue
PO Box 201001
Helena, MT 59620-1001

- 8. Choice of Law and Venue – This Agreement shall be governed by the laws of Montana. The parties agree that any litigation concerning this Agreement must be brought in the First Judicial District Court, in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees except as otherwise noted in this agreement. In case of conflict between the terms and conditions of this Agreement and the laws of the State of Montana, the laws of the State of Montana shall control.

9. Binding Effect -- The benefits and obligations set forth in this Agreement shall be binding upon, and inure to the benefit of, their respective successors, administrators and assigns of the Parties.
10. Relationship of Parties -- Nothing contained in this Agreement shall be deemed or construed (either by the parties hereto or by any third party) to create the relationship of principal and agent or create any partnership joint venture or other association between the Parties.
11. Non-Discrimination – The CITY will require that during the performance of any work arising out of this Agreement the CITY, for itself, assignees, and successors shall comply with all applicable non-discrimination regulation set forth in Attachment “A” attached hereto and made part of this Agreement.
12. ADA - MDT requires that any construction resulting from this Agreement must include appropriate pedestrian facilities that meet or exceed current MDT standards for accessibility as set forth by the United States Department of Justice 2010 ADA Standards for Accessibility Design, United States Access Board Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (2011 PROWAG), and MDT’s detailed drawings, 608 series.
13. Audit – The CITY grants to the Legislative Auditor and the Legislative Fiscal Analysts the right, without prior notice and during normal business hours, to audit, at their own costs and expense, all records, reports, and other documents, the CITY maintains in connection with this Agreement.
14. Utilities -- This Agreement is subject to the right of any private or public utility entity now lawfully occupying the right-of-way to continue to operate and maintain utility facilities thereupon. Copies of existing utility permits may be obtained from the MDT District Utility Agent.
15. Amendment and Modification -- This Agreement may be modified or amended only by written Addendum signed by the parties. In addition to the terms and conditions contained herein, the provisions of any Addendum may be incorporated and made a part hereof by this reference in the terms of the amendment so provided. In the event of any conflict between the terms and conditions hereof and the provisions of any Addendum, the provision of the Addendum shall control, unless the provisions thereof are prohibited by law.
16. Representatives
 - a. CITY’s Representative: The CITY’s Representative for this Agreement shall be the CITY Manager or designee or such other individual as CITY shall designate in writing. Whenever approval or authorization from or communication or submission to CITY is required by this Agreement, such communication or submission shall be directed to the CITY’s Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when CITY’s Representative is not available, MDT may direct its communication or submission to other designated CITY personnel or agents.

- b. MDT's Representative: The MDT Representative for this Agreement shall be the District Administrator or Maintenance Chief or such other individual as MDT shall designate in writing. Whenever direction to or communication with MDT is required by this Agreement, such direction or communication shall be directed to MDT's Representative; provided, however, that in exigent circumstances when MDT's Representative is not available, CITY may direct its direction or communication or submission to other designated MDT personnel or agents.
17. Counterpart Execution – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

IN WITNESS WHEREOF, MDT's authorized representative has hereunto signed on behalf of the State of Montana, and the CITY's authorized representative on behalf of the CITY, has signed and affixed hereto the seal of the CITY.

CITY/COUNTY OF ANACONDA-DEER LODGE

By: _____
Chief Executive

Date: _____

STATE OF MONTANA - DEPARTMENT OF TRANSPORTATION

By: _____
Montana Department of Transportation

Date: _____

Approved for Legal Content:

Approved for Civil Rights Content:

By: Carol Bethel Morris 9/21/20
MDT Legal Services

By: Patti Schwinder 09.22.20
Office of Civil Rights

Attachment A

**MDT NONDISCRIMINATION
AND
DISABILITY ACCOMMODATION NOTICE**

Montana Department of Transportation (“MDT”) is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter “protected classes”) by its employees or anyone with whom MDT does business:

Federal protected classes

Race, color, national origin,
sex, sexual orientation, gender identity,
age, disability, & Limited English Proficiency

State protected classes

Race, color, national origin, parental/marital
status, pregnancy, childbirth, or medical
conditions related to pregnancy or childbirth,
religion/ creed, social origin or condition,
genetic information, sex, sexual orientation,
gender identification or expression, national
origin, ancestry, age, disability mental or
physical, political or religious affiliations or
ideas, military service or veteran status

For the duration of this contract/agreement, the PARTY agrees as follows:

(1) Compliance with Regulations: The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Non-discrimination:

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. Statement that PARTY does not discriminate on the grounds of any protected classes.
 - ii. Statement that PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
 - iii. Contact information for PARTY’s representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.

- iv. Information on how to request information in alternative accessible formats.
- c. In accordance with Mont. Code Ann. § 49-3-207, PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that PARTY does not discriminate on the grounds of any protected class.

(3) Participation by Disadvantaged Business Enterprises (DBEs):

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at mdt.mt.gov/business/contracting/civil/dbe.shtml
- b. By signing this agreement, the PARTY assures that:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- c. PARTY must include the above assurance in each contract/agreement the PARTY enters.

(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

(5) Information and Reports: The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(6) Sanctions for Noncompliance: In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

(7) Pertinent Non-Discrimination Authorities:

During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Federal

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

State

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

(8) Incorporation of Provisions: The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit B - Glossary of Terms

ADA	Americans with Disabilities Act
CE	Construction Engineering
CFR	Code of Federal Regulations
CN	Construction
DBE	Disadvantaged Business Enterprises
DOT	Department of Transportation
EO	Executive Order
FFY	Federal Fiscal Year
FHWA	Federal Highway Administration
IC	Incidental Construction
IDC	Indirect Cost
LEP	Limited English Proficiency
MCA	Montana Code Annotated
MDT	Montana Department of Transportation
MEPA	Montana Environmental Policy Act
MMIA	Montana Municipal Interlocal Authority
MOA	Memorandum of Understanding
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
PE	Preliminary Engineering
PROWAG	Public Rights-of-Way Accessibility Guidelines
RW	Right of Way
STPU	Surface Transportation Program - Urban
USC	United States Code

RESOLUTION NO. 20-27

**A RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO SUBMIT AN
COMMUNITY DEVELOPMENT BLOCK GRANT PLANNING GRANT APPLICATION TO
THE MONTANA DEPARTMENT OF COMMERCE**

WHEREAS, Anaconda-Deer Lodge County (A-DLC) is applying to the Montana Department of Commerce for financial assistance from the Community Development Block Grant Program (CDBG) to complete an Americans with Disabilities Act (ADA) inventory for the urban area of Anaconda.

WHEREAS, A-DLC agrees to comply with all state laws and regulations and the requirements described in the **2020 CDBG Community Planning Grant Application Guidelines, Grant Administration, and Application** generally;

WHEREAS, A-DLC commits to providing the matching funds as proposed in the CDBG application;

NOW, THEREFORE, BE IT RESOLVED THAT Chief Executive Officer Bill T. Everett, CEO is authorized to submit the CDBG application to the Montana Department of Commerce, on behalf of Anaconda-Deer Lodge County, to act on its behalf and to provide such additional information as may be required.

Dated this 6th day of October 2020.

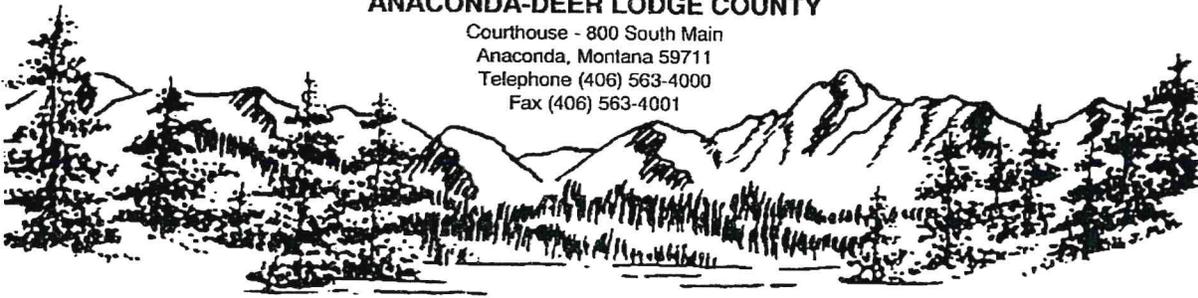
Kevin A. Hart, Chairman
Anaconda-Deer Lodge County Commission

ATTEST: _____

Lori Sturm
Clerk of Commission

ANACONDA-DEER LODGE COUNTY

Courthouse - 800 South Main
Anaconda, Montana 59711
Telephone (406) 563-4000
Fax (406) 563-4001



DESIGNATION OF ENVIRONMENTAL CERTIFYING OFFICIAL

October 6, 2020

Rebecca Shaw, MA
Montana Department of Commerce
Community Development Division
301 S. Park
P.O. Box 200523
Helena, MT 59620

Dear Rebecca Shaw:

This letter is to notify you that Anaconda-Deer Lodge County (A-DLC) Planning Director, Carl Hamming, is designated as the Environmental Certifying Official responsible for all activities associated with the environmental review process to be completed in conjunction with the 2020 CDBG grant awarded to A-DLC for the development of an Americans with Disabilities Act (ADA) Inventory of Anaconda's urban area.

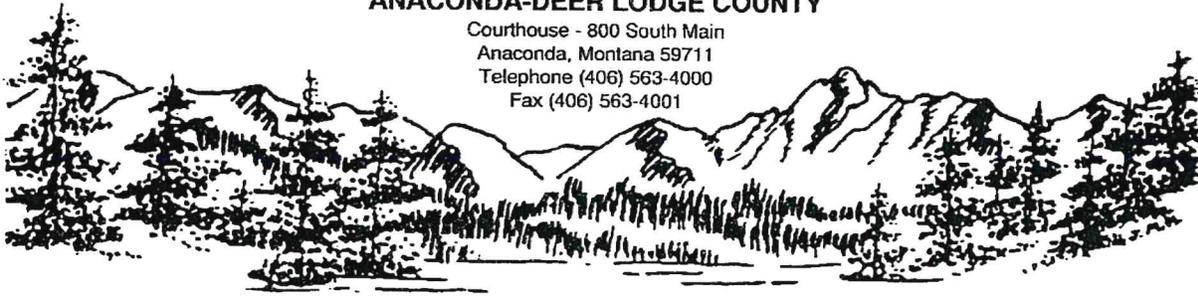
Sincerely,

Signature

Bill T. Everett, CEO
Typed Name & Title

ANACONDA-DEER LODGE COUNTY

Courthouse - 800 South Main
Anaconda, Montana 59711
Telephone (406) 563-4000
Fax (406) 563-4001



FINDING OF EXEMPT ACTIVITIES

October 6, 2020

Rebecca Shaw, MA
Montana Department of Commerce
Community Development Division
301 S. Park
P.O. Box 200523
Helena, MT 59620

Dear Rebecca Shaw:

It is the finding of the Board of Commissioners of Anaconda-Deer Lodge County that the following activities approved for funding under the Montana CDBG program are defined as exempt activities under 24 Part 58.34, and meet the conditions specified therein for such exemption, of the Environmental Review Process for Title I Community Development Block Grant Programs, and that these activities are in compliance with the environmental requirements of related federal authorities. The activities and the statutory authority for exemption are listed below:

1. *Planning activities to include the development of an Americans with Disabilities Act (ADA) Inventory of Anaconda, Montana's urban area.*

Authority – Section 58.34(a)(1): Environmental and other studies, resource identification, and the development of plans and strategies.

Sincerely,

Signature of Environmental Certifying Official