

**BRIDGER TOWN COUNCIL AGENDA**  
**MEETING TIME IS TUESDAY DECEMBER 6, 2022 AT 7:00 PM,**  
**BRIDGER TOWN HALL, 108 S D STREET**

Tuesday, December 6, 2022

PLEDGE OF ALLEGIANCE:

CALL TO ORDER:

PUBLIC COMMENT:

APPROVAL OF MINUTES FROM PREVIOUS MEETING:

- 11-01-2022 Regular Meeting

APPROVE CLAIMS:

APPROVE PAYROLL SUMMARY:

COMMITTEE REPORTS:

- Area Parks & Recreation District Report
- Planning Board
- Historic Preservation Commission Board
- Carbon County Conservation District
- Beartooth RC & D

Special Events Application:

- Montana Tour

CARBON COUNTY BOARD APPOINTMENTS:

- Airport Board
  - Mark DeRudder
  - Merrill Pfeifer
- Historical Preservation Board
  - Annie Halland
- Planning Board
  - Kim Ehrlich
- Conservation District
  - Clinton Geisick

LEASE AGREEMENT:

- High Point Accounting

TOWN ATTORNEY: Ray Kuntz

TOWN JUDGE: Bert Kraft

LIBRARY DIRECTOR: Krystal Zentner

PUBLIC WORKS DIRECTOR: Randy Novakovich

POLICE REPORT: Mike Buechler

TOWN CLERK: Kirstin Sweet

MAYOR / TOWN COUNCIL:

- This is a time when the Mayor or the Council members can bring a concern before the council that is not otherwise listed on the agenda. No action can be taken at this time. If action is necessary, the item will be put on the next meeting agenda.

### **Conduct at Public Meetings**

The public is invited to speak on any item under discussion by the Council, after recognition by the presiding officer.

The speaker should stand, and for the record, give his/her name and address, and, if applicable, the person, firm or organization he/she represents. Comments should be limited to three (3) minutes unless approval by the presiding officer, and citizens requesting to speak shall limit him or herself to matters of fact regarding the issue of concern.

Prepared statements are welcomed and should be given to the Clerk of the Council. Prepared statements that are also read, however, shall be deemed unduly repetitious. All prepared statements shall become part of the hearing record.

While the City Council is in session, those in attendance must preserve order and decorum. A member shall not delay or interrupt the proceedings or the peace of the Council, nor disturb any member while speaking or refuse to obey the orders of the Council or its presiding officer.

Any person making personal, impertinent or slanderous remarks or who shall become boisterous or disruptive during the Council meeting shall be forthwith barred from further presentation to the Council by the presiding officer, unless permission to continue be granted by the presiding officer or a majority vote of the Council.

The Bridger Town Council reserves the right to amend these rules of procedure as deemed necessary.

**BRIDGER TOWN COUNCIL MINUTES FOR A REGULAR MEETING  
HELD ON NOVEMBER 1, 2022**

The November 1, 2022 meeting of the Bridger Town Council was held at 108 South D Street in Bridger. The Pledge of Allegiance was recited and the meeting was called to order by Council President Mark DeRudder at 7:00 pm. Mayor Clifford Shultz was absent. Other council members present were Dustin Taylor, Shala Cullum and Doug Asbury. Others present were Dale Bemis, Judge Bert Kraft, Library Director Krystal Zentner, Public Works Director Randy Novakovich, Chief Mike Buechler, and Clerk Kirstin Sweet.

The first item on the agenda was public comment. No public comment was offered.

Next on the agenda was the approval of the minutes from the October regular meeting. A motion to approve the meeting minutes was made by Councilwoman Cullum seconded by Councilman Asbury. The motion carried with the votes as follows: Councilman Taylor – aye, Councilwoman Cullum – aye, Councilman DeRudder – aye and Councilman Asbury – aye.

The next item of business was the approval of claims. The department heads answered questions regarding the claims. Councilwoman Cullum made a motion to approve the claims including check #33963 to #33987. Also, electronic checks #-98188 to #-98182. The motion was seconded by Councilman Asbury. The motion carried with the votes as follows: Councilman Taylor – aye, Councilwoman Cullum – aye, Councilman DeRudder – aye and Councilman Asbury – aye.

Next on the agenda was the Payroll Summary. Councilwoman Cullum motioned to approve the payroll summary including check #33960 to #33962. Also, electronic checks #-85942 to #-85910. Councilman Asbury seconded the motion. The motion carried with the votes as follows: Councilman Taylor – aye, Councilwoman Cullum – aye, Councilman DeRudder – aye and Councilman Asbury – aye.

Committee reports were the next item on the agenda. There were no committee reports.

The next item on the agenda was to renew the contract for the Bridger City Court Judge. Bert Kraft presented a letter asking to be reappointed as Judge. A motion to approve the judge contract was made by Councilman Taylor, seconded by Councilman Asbury. The motion carried with the votes as follows: Councilman Taylor – aye, Councilwoman Cullum – aye, Councilman DeRudder – aye and Councilman Asbury – aye.

Resolution #255 to resolve a discrepancy in the chain of title related to property deeded to the Town of Bridger. Attorney Kuntz explained the chain of custody for the title and the location of the property. Attorney Kuntz advised that the council should release any interest in the property in the resolution so as to allow the discrepancy to be fixed. A motion to approve Resolution #255 was made by Councilwoman Cullum, seconded by Councilman Asbury. The motion carried with the votes as follows: Councilman Taylor – aye, Councilwoman Cullum – aye, Councilman DeRudder – aye and Councilman Asbury – aye.

Attorney Kuntz updated the council on the resolution of the water court case with the Montana Water Court. He also reiterated what Judge Kraft's letter stated about our court being a leader in remote appearances and alternative options for posting bonds.

Judge Kraft presented the stats for the month of October. He also thanked the council for the reappointment.

Library Director Zentner had nothing to report.

Public Works Director Novakovich reported on projects they are working on.

Chief Buechler presented his stats for the month of October.

Clerk Sweet informed the council that we are in need of representatives for all our county boards.

Mayor and Town Council: Free Food Delivery is November 15, 2022.

There being no further business, Councilwoman Cullum motioned to adjourn. The motion was seconded by Councilman Asbury. The motion carried with the votes as follows: Councilman Taylor – aye, Councilwoman Cullum – aye, Councilman DeRudder – aye and Councilman Asbury – aye. Meeting adjourned at 7:23 pm.

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Clifford Shultz, Mayor

ATTEST:

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Kirstin Sweet, Town Clerk

Total for Payroll Checks

	Employee	Employer	Amount
COMA HOURS (Comp Time Accumulated)	18.75		
COMP HOURS (Comp Time Used)	8.50		178.64
HOL HOURS (Holiday Pay)	119.68		2,240.35
REG HOURS (Regular Time)	1,222.00		23,232.93
SICK HOURS (Sick Time)	27.00		593.25
VACA HOURS (Vacation Time Used)	68.50		1,113.36
GROSS PAY	27,358.53	0.00	
NET PAY	21,115.57	0.00	
NET PAY (CHECKS)	139.02		
NET PAY (DIRECT DEPOSIT)	20,976.55		
DENTAL	0.00	388.00	
FIT	830.24	0.00	
GROUP HEALTH	370.00	8,141.00	
LIFE INSURANCE	0.00	19.60	
MEDICARE	396.68	396.68	
P.E.R.S.	2,079.81	2,361.50	
SIT	870.00	0.00	
SOCIAL SECURITY	1,696.23	1,696.23	
UNEMPL. INSUR.	0.00	123.11	
VISION HEALTH	0.00	81.55	
WORKERS' COMP	0.00	904.89	
ALTANA FED CRED	1,980.28	0.00	
BANK OF BRIDGER	6,969.44	0.00	
FIRST INTERSTAT	252.32	0.00	
STOCKMAN BANK	2,323.33	0.00	
US BANK-MT	2,160.56	0.00	
WELLS FARGO BAN	4,369.25	0.00	
WESTERN SECURIT	2,921.37	0.00	
FIT/SIT BASE	25,278.72	0.00	
MEDICARE BASE	27,358.53	0.00	
PERS BASE	26,326.79	0.00	
SOC SEC BASE	27,358.53	0.00	
UN BASE	27,358.53	0.00	
WC BASE	27,358.53	0.00	
Total		14,112.56	
Total Payroll Expense (Gross Pay + Employer Contributions):		41,471.09	

Check Summary

Payroll Checks Prev. Out.	\$1,491.96
Payroll Checks Issued	\$9,139.17
Payroll Checks Redeemed	\$0.00
Payroll Checks Outstanding	\$10,631.13
Electronic Checks	\$31,303.92

	Carried Forward	Deduction	Difference	Liab Account
Deductions Accrued	From Previous Month	Checks Issued		

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Social Security	3392.46		3392.46	212000
Medicare	793.36		793.36	212001
P.E.R.S.	4441.31		4441.31	212203
Unempl. Insur.	123.11	119.81		212202
Workers' Comp	904.89	883.77		212201
FIT	830.24		830.24	212002
SIT	870.00		870.00	212200
DENTAL	388.00		388.00	212502
LIFE INSURANCE	19.60		19.60	212502
VISION HEALTH	81.55		81.55	212502
GROUP HEALTH	8511.00		8511.00	212502
Total Ded.	20355.52	1003.58	19327.52	2031.58

\*\*\* Carried Forward column only correct if report run for current period.

Checks: 33988 and 33990 to 33991

Electronic Checcks: -85909 to -85877

# TOWN OF BRIDGER SPECIAL EVENTS POLICY

**Use of Town of Bridger Property for a special event in which event holders are charging admission, closing a city street, serving alcohol, setting off fireworks, or putting on a rodeo, shall be prohibited unless such use has been specifically approved in advance by the Bridger Town Council.**

Application. An applicant shall submit a written application specifying the nature of the special event, the area planned for the special event, whether alcohol will be served, time period of special event, number of people anticipated to participate, whether a street and/or alley closure is necessary, if security is needed, whether trash removal is needed, and whether restrooms are required and provided. The deadline for filing a completed application shall allow for at least two (2) town council meetings prior to the special event. The council meets on the first Tuesday of each month.

Notification to Abutting Businesses. If street closure is requested, the applicant shall provide with the application evidence of notification of each property owner or representative abutting and within one hundred feet (100') of the special event for their comment prior to the date of approval.

Clean-up Deposit. Upon approval of the application, the applicants shall pay a clean-up deposit towards cleanup of the special event area. This clean-up deposit shall be refunded upon verification by the Town that the area is trash-free and has been restored to the condition it was in prior to the use.

Insurance; Indemnification. If the event involves the sale or supply of alcohol, a rodeo, a demolition derby or fireworks, the applicant shall submit proof of insurance for comprehensive general liability, automobile liability and designated premises liability in the amount of seven hundred fifty thousand dollars for each claim and one million dollars for each occurrence and list the **Town of Bridger as an additional named insured**. The town council may require insurance coverage in a higher or lower amount based upon the type of special event, the number of persons anticipated to attend the special event, or the anticipated number of persons participating in the special event.

Alcohol. No sale of alcohol is allowed unless proper licensing is prepared in advance of the special event. The applicant must demonstrate that all state and local liquor control regulations permitting the sale and consumption of alcohol have been complied with and must provide copies of all applicable state and local liquor permits with the special event application.

If the event holder intends to sell or provide alcohol to attendees, the applicant must specify the location and size of the area wherein they propose to sell the alcohol and where it may be consumed. The applicant must also request a waiver of the open alcohol prohibition limited to specified area.

Security. An applicant requesting a special event permit to sell beer and/or alcohol is **required to contact the Bridger Police Department and arrange and pay for security for the event.**

Deadline for Filing Application. The deadline for filing a completed application shall allow for at least two council meetings to take place prior to the scheduled special event. The council meets on the first Tuesday of each month.

**TOWN OF BRIDGER  
SPECIAL EVENTS APPLICATION**

**Name/ Purpose of Special Event:** Montana Tour - Bicycles w/ overnight camp area, fully supported

**Area Proposed for Special Event:** City Camping/Pool area

**Date and Time of Special Event:** June 25, 11 am - June 26 10 am

**Number of People Anticipated to Attend:** 150-200

Please check the requirements applicable to your special event:

**Street/Alley Closure Requested.** (If a street closure is requested, the applicant must provide evidence that the applicant has notified each property owner or its authorized representative abutting the proposed use area of the special event)

**Security Needed.** (In the event that alcohol is being served, the event holders must arrange and pay for security. Contact the Bridger Police Chief for details).

**Trash Removal.**

**Number of Restrooms/Latrines needed** \_\_\_\_\_.

**Alcohol will be sold during special event. Specify the location and size of the area where alcohol will be sold/consumed:** Technically, we do not sell it but people will have it and we have beer in our dinner area

**Waiver of Open Alcohol Prohibition Requested.**

**We will provide insurance around June 1 - our event insurance is based on # of participants**

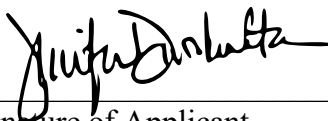
**Proof of Insurance Provided.** (In the event that alcohol, fireworks or rodeo are involved in the special event, the event holders must provide proof of liability insurance as required in Bridger's special events policy). **Proof of Liability Insurance must be presented to the Bridger Town Clerk at least two weeks prior to the scheduled event. Failure to present proof of liability insurance is grounds for revocation of the special events permit.**

**Refundable Clean-up Deposit Paid in the Amount of** \_\_\_\_\_.

**Deadline for Filing.** The deadline for filing a completed application shall allow for at least two council meetings to take place prior to the scheduled special event. The council meets on the first Tuesday of each month.

November 25, 2021

Date



Signature of Applicant

Address: PO Box 1687, Red Lodge, MT 59068

Phone #: 406-425-0262



**BRIDGER TOWN COUNCIL ACTION ON APPLICATION**

**Applicant:**

Montana Tour

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PO Box 1687

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Red Lodge, MT 59068

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At a meeting of the Bridger Town Council held on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ the Council voted for the following action on your Special Events Application:

Special Event Application APPROVED without restrictions.

Special Event Application APPROVED with the following conditions:

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Security approved for \_\_\_\_ officer(s) at \$ \_\_\_\_\_ per \_\_\_\_\_.

Special Event Application DENIED.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Bridger Mayor

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 1<sup>st</sup> day of January 2023, by and between the TOWN OF BRIDGER, with a mailing address of 108 S. D Street, Bridger, Montana 59014, herein referred to as "LESSOR," and High Point Accounting, 633 East South Street Powell, WY 82435, herein referred to as "LESSEE."

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IN CONSIDERATION of the payment of rentals and covenants hereinafter set forth to be kept and performed by Lessee, Lessor does hereby rent and demise to Lessee the premises herein described upon the terms and conditions set forth in this Lease Agreement.

1. **DESCRIPTION OF LEASED PREMISES**. The premises leased, hereinafter called "leased premises," is described as a 50' by 100' enclosed area of the building located in Lot 1 of the Bridger Industrial Park, Bridger, Montana (Building) per the attached map with access to the bathroom.
2. **PRIMARY TERM-RENEWAL OPTION**. The Lease term is granted for a period from **January 1, 2023 through January 1, 2024**. The Town of Bridger reserves the right to terminate the lease in the event that the Town sells the rental premises. The Town shall provide Lessee with 30 days notice in the event to early termination.

Lessee must give Lessor at least 30 days advance written notice, prior to the expiration of the Lease, of Lessee's intent to renew. The parties must then agree upon the new rental prior to the expiration date.

3. **RENTAL**. Tenant agrees to pay Landlord for use of the leased premises a rental fee, in advance, in the amount of **Five Hundred Twenty-Five Dollars and fifty cents (\$535.50.00) per month**. All rental payments shall be made payable to Landlord and mailed United States Mail to Town of Bridger, 108 S. D Street, Bridger, Montana 59014.
4. **TAXES AND INSURANCE**. Lessor shall be responsible for real property taxes and structural liability insurance. Lessee shall be responsible for personal property taxes and personal

property/business liability insurance. Lessee shall have Lessor named as an additional insured on Lessee's policy of insurance. Lessee shall be responsible for any special use tax assessed by the County of Carbon (if any).

5. **UTILITIES, COMMON AREA MAINTENANCE**. "Base utilities" are the minimal utility costs the landlord would incur if the building were vacant in order to keep the sprinkler system lines from freezing in the winter. The historical base utilities average \$7,200 annually. Should the annual utility costs for the building exceed \$7,200 in any one calendar year, the tenant shall be charged for their proportionate share of the utility's cost in excess of \$7,200.
6. **SECURITY DEPOSIT**. N/A.
7. **USE**. Lessee plans to use the leased premises for operation of an accounting firm. Lessee shall not commit waste upon the leased premises, and covenants and agrees to keep and maintain the premises in a clean and sanitary condition at all times at a standard comparable to its present condition. Upon termination of the tenancy, Lessee shall surrender the premises to the Lessor in as good a condition as when received, ordinary wear and tear excepted.
8. **UPKEEP**. The Lessee shall regularly clean all areas used by the Lessee including the bathrooms.
9. **MAINTENANCE, REPAIR AND REPLACEMENT**. Lessor shall maintain, repair and replace all of the structural elements of the Premises. The heating, ventilation and air-conditioning system shall be maintained by Lessor.
10. **ALTERATIONS AND IMPROVEMENTS**. Lessee shall not make any alterations, improvements, or additions to or upon the leased premises without first obtaining the written consent of the Lessor. Lessor shall have the right to require Lessee to supply sufficient plans and specifications to permit Lessor to evaluate the proposed alterations or improvements. No alterations or improvements may be made which will jeopardize or compromise the integrity or safety of the structure of the building or any of its systems or components. Any alterations, additions and improvements made by Lessee

to or upon the leased premises shall be paid for by Lessee, unless otherwise agreed or provided for herein, and shall at once, when made or installed, become the property of Lessor.

**a. Initial Improvements.** Lessor and Lessee have agreed that Lessee will make improvements and additions to the premises to make the premises suitable for a professional accounting firm. Lessee will do the work with the exception of electrical work which needs to be done by a licensed electrician. Lessor will pay for the licensed electrician; all materials needed for the improvements and will pull the building permit from the state. Lessor shall review and approve, in its sole discretion, the materials required for the improvements before being obligated to pay for said materials.

11. **FIXTURES AND EQUIPMENT**. Lessee shall have the right to erect, install, maintain and operate on the leased premises such equipment and fixtures as are reasonably necessary or convenient to the operations to be conducted thereon. It is mutually agreed and understood that customary trade fixtures, equipment, and signs may be installed upon the leased premises. All trade fixtures and equipment shall be and shall remain the property of Lessee and may be removed by Lessee any time during the term of this Lease or any renewals or extensions thereof. Any trade fixtures or equipment remaining on the leased premises ten (10) days after the expiration of the term of this Lease (including extensions), may, at Lessor's election, be conclusively deemed to have been abandoned by Lessee and all of Lessee's right, title or interest therein shall pass to Lessor. Alternatively, Lessor may elect to require Lessee to remove such property at Lessee's own expense.

12. **INDEMNIFICATION FOR PUBLIC LIABILITY**. Lessee covenants and agrees to indemnify and hold Lessor harmless from any claim or demand of any kind or character whatever arising out of any act, transaction, or occurrence upon the leased premises throughout the term of this Lease or any renewals, extensions or holding over.

13. **NON-DISCRIMINATION**.

**A. Civil Rights Act of 1964**. Lessee will abide by the provisions of Title VI of the Civil Rights Act

of 1964 which states that no person may, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**B. Section 109 of the Housing and Community Development Act of 1974 (Public Law 93-383,**

**As Amended**. In the performance of this Lease Agreement, Lessee will obey the provision which states that “No person in the United States may, on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1974, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, will also apply to any such program or activity.”

14. **DEFAULT**. In the event Lessee fails to keep or perform any of the terms or conditions of this Lease, or otherwise breaches or defaults this Lease Agreement, then twenty (20) days after notice of any default, if such default has not been corrected, or if such default cannot be cured by payment of money and if Lessee shall not have commenced to cure such default and continued its efforts with due diligence, Lessor may resort to any and all legal remedies or combinations of remedies which Lessor may elect to assert including but not limited to one or more of the following:

- a. Re-enter the Premises by summary proceedings or otherwise and remove all persons and property thereof without liability to any person for damages sustained by reason of such removal;
- b. Declare this Lease cancelled;
- c. Sue for the rent due and to become due under the Lease;
- d. Sue for damages sustained by Lessor;
- e. Continue the Lease in effect and re-let said premises or any part thereof for the account of Lessee for such terms and at such rental or rentals and upon such terms and conditions as Lessor in his own discretion may deem advisable. Rentals received from such letting shall be applied (i) to the payment of any indebtedness, other than rent due hereunder from Lessee to Lessor, including costs of retaking possession and all attorney’s fees incurred; (ii) to the payment of rent due and unpaid hereunder; and/or (iii) to the payment of any cost of such re-

letting. Should such rentals received from re-letting during any month be less than that agreed to be paid during that month by Lessee hereunder, the Lessee shall be immediately liable to Lessor for the deficiency.

No action of Lessor shall be construed as an election to terminate this Lease unless written notice of such intention is given to Lessee.

15. **NOTICES**. All notices required or permitted pursuant to this Lease shall be deemed to have been properly served if delivered in writing personally or by certified mail deposited in the United States Post Office, postage prepaid and addressed as follows:

TO LESSOR:           Town of Bridger  
                              108 S. D Street  
                              Bridger, Montana 59014  
                              406-662-3677

TO LESSEE:           High Point Accounting  
                              633 East South Street Powell, WY 82435  
                              Phone: 307-899-1742

16. **ASSIGNMENT AND SUBLETTING**. Lessee may not assign or transfer this Lease or sublet the premises or any part thereof without prior permission of Lessor.

17. **RIGHTS AND REMEDIES**. The various rights and remedies herein granted to Lessor shall be cumulative and in addition to others Lessor may be entitled to by law, and the exercise of one or more rights or remedies shall not impair Lessor's right to exercise any other right or remedy.

18. **INSPECTION AND ACCESS FOR REPAIR**. Lessee shall allow the Lessor's agent, at all reasonable times, free access to the demised premises for the purpose of examining and inspecting the same, and for the making of any needed structural repairs and alterations thereon which the Lessor may see fit to make, and Lessee shall not interfere with the Lessor in the performance of such acts.

19. **ATTORNEYS' FEES**. If it becomes necessary for either party to enforce any of the provisions of this Lease Agreement through legal action, it is understood and agreed that the prevailing party shall recover its reasonable attorney's fees, together with all costs and expenses pertaining thereto. In addition, either party shall also be entitled to recover attorney's fees and costs incurred in notifying

the other party of any default of this Lease Agreement.

20. **QUIET ENJOYMENT**. Lessor agrees that Lessee, upon paying the rent and performing the covenants of this Lease, shall quietly have, hold and enjoy the above-described premises during the term of this Lease, or any renewal or extensions thereof.
21. **NON-WAIVER**. No waiver of any breach of this Lease by Lessor shall be considered to be a waiver of any other subsequent breach.
22. **HOLDING OVER MONTH-TO- MONTH TENANCY**. Any holding over of this Lease or any renewal term shall be considered as a month-to-month rental rather than as a renewal.
23. **TIME OF THE ESSENCE**. Time is expressly declared to be of the essence of this Lease Agreement. All provisions of this Lease Agreement relating to time of performance of any duty, payment or obligation under this Lease Agreement shall be strictly construed.
24. **ENTIRE AGREEMENT**. Lessee and Lessor hereby agree that this Agreement represents the entire agreement between the parties hereto and that there are no other agreements, written or verbal, between the parties hereto pertaining to the premises. This Agreement may not be amended or supplemented orally but only by an agreement in writing which has been signed by the party against whom enforcement of any such amendment or supplement is sought.

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

**LESSOR**

CLIFFORD SHULTZ  
TOWN OF BRIDGER

**LESSEE**

Sara Skalsky  
High Point Accounting

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