

BRIDGER TOWN COUNCIL AGENDA
MEETING TIME IS TUESDAY FEBRUARY 7, 2023 AT 7:00 PM,
BRIDGER TOWN HALL, 108 S D STREET

Tuesday, February 7, 2023

PLEDGE OF ALLEGIANCE:

CALL TO ORDER:

PUBLIC COMMENT:

APPROVAL OF MINUTES FROM PREVIOUS MEETING:

- 01-10-2023 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

DISCUSSION, AT THE REQUEST OF TRI COUNTY TELEPHONE (TCT), REGARDING POSSIBLE PROPERTY SALE TO THE HIGHEST BIDDER:

LEASE AGREEMENTS:

- Bridger Community Food Bank
- Carbon Equipment
- Country Bum
- HDC Inc

SAND CREEK CANAL PROJECT:

RAISE LIMIT ON THE LIBRARY DIRECTOR'S CREDIT CARD:

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 JANUARY 10, 2023**

The January 10, 2023 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 Shultz was not present. Other council members present were Dustin Taylor, Mark DeRudder and Doug Asbury (via phone). Others present were Carbon County DES Coordinator Cyrina Allen, Dylan Sedlacek, Daniel Denson, Dana Zier, Mary Sink, Jorgia Allen, Clarence Gustafson, Mark Huller, Brad Dorvall, Diane Lesser, Sargent Codi Peters, 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. Dan Denson and Clarence Gustafson from humble internet were present. They introduced themselves to the council and asked that the council consider leasing them a space at the water tank to put a tower up to boost their internet signal. The council advised Clerk Sweet to speak to Attorney Kuntz and we can visit the topic next month.

Next on the agenda was the approval of the minutes from the December regular meeting. Clerk Sweet corrected the minutes. A motion to approve the corrected meeting minutes was made by Councilman Taylor seconded by Councilman Asbury. The motion carried with the votes as follows: Councilman Taylor – 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. Councilman Taylor made a motion to approve the claims including check #34036 to #34065. Also, electronic checks #-98174 to #-98168. The motion was seconded by Councilman Asbury. The motion carried with the votes as follows: Councilman Taylor – aye, Councilman DeRudder – aye and Councilman Asbury – aye.

Next on the agenda was the Payroll Summary. Councilman Taylor motioned to approve the payroll summary including check #34028 to #34034. Also, electronic checks #-85876 to #-85839. Councilman Asbury seconded the motion. The motion carried with the votes as follows: Councilman Taylor – aye, Councilman DeRudder – aye and Councilman Asbury – aye.

Committee reports were the next item on the agenda. No committee reports were offered.

The next item on the agenda was Sand Creek Canal Project. Much discussion was had regarding option 3.3 Create New Drainage Lateral. Dylan Sedlacek was present and offered partial funding of up to \$12,500.00 for that specific mitigation option. DES Coordinator Cyrina Allen explained that due to the 2022 flooding we will get first priority on grant money as it becomes available. If we were to move forward with option 3.3 and Mr. Sedlacek was to donate, a memorandum of understanding would need to be in place before the donation would be accepted by the Town of Bridger. Councilman Taylor made a motion to table this item until the February agenda. The motion was seconded by Councilman DeRudder. The motion carried with the votes as follows: Councilman Taylor – aye, Councilman DeRudder – aye and Councilman Asbury – aye.

Next on the agenda was an update on the Regional Hazard Mitigation Plan. DES Coordinator Cyrina Allen reported on that project. In the next couple months, she will have a list for the council of potential hazards that may affect us.

Attorney Kuntz was not present.

Judge Kraft presented the stats for the month of December.

Library Director Zentner informed the council that her amazon business account will no longer be available. She would like to increase the limit on her credit card so that she can purchase from amazon on that card.

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

Chief Buechler presented his stats for the month of December as well as yearend stats.

Clerk Sweet had nothing to report.

Mayor and Town Council had nothing to report.

There being no further business, Councilman DeRudder motioned to adjourn. The motion was seconded by Councilman Taylor. The motion carried with the votes as follows: Councilman Taylor – aye, Councilman DeRudder – aye and Councilman Asbury – aye. Meeting adjourned at 7:38 pm.

Clifford Shultz, Mayor

ATTEST:

Kirstin Sweet, Town Clerk

Total for Payroll Checks

	Employee	Employer	Amount
COMA HOURS (Comp Time Accumulated)	22.88		
COMP HOURS (Comp Time Used)	27.75		500.19
HOL HOURS (Holiday Pay)	159.68		2,959.26
REG HOURS (Regular Time)	1,083.00		21,028.15
SICK HOURS (Sick Time)	133.00		2,759.14
VACA HOURS (Vacation Time Used)	117.50		2,190.77
GROSS PAY	29,437.51	0.00	
NET PAY	22,799.53	0.00	
NET PAY (CHECKS)	2,130.74		
NET PAY (DIRECT DEPOSIT)	20,668.79		
DENTAL	0.00	355.00	
FIT	822.38	0.00	
GROUP HEALTH	370.00	7,424.00	
LIFE INSURANCE	0.00	19.60	
MEDICARE	426.85	426.85	
P.E.R.S.	2,256.63	2,562.31	
SIT	937.00	0.00	
SOCIAL SECURITY	1,825.12	1,825.12	
UNEMPL. INSUR.	0.00	132.46	
VISION HEALTH	0.00	73.40	
WORKERS' COMP	0.00	989.35	
ALTANA FED CRED	1,986.28	0.00	
BANK OF BRIDGER	6,915.07	0.00	
FIRST INTERSTAT	258.88	0.00	
STOCKMAN BANK	2,161.69	0.00	
US BANK-MT	2,025.92	0.00	
WELLS FARGO BAN	4,463.83	0.00	
WESTERN SECURIT	2,857.12	0.00	
FIT/SIT BASE	27,180.88	0.00	
MEDICARE BASE	29,437.51	0.00	
PERS BASE	28,565.21	0.00	
SOC SEC BASE	29,437.51	0.00	
UN BASE	29,437.51	0.00	
WC BASE	29,437.51	0.00	
Total		13,808.09	
Total Payroll Expense (Gross Pay + Employer Contributions):		43,245.60	

Check Summary

Payroll Checks Prev. Out.	\$204.79
Payroll Checks Issued	\$10,372.74
Payroll Checks Redeemed	\$0.00
Payroll Checks Outstanding	\$10,577.53
Electronic Checks	\$31,751.05

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

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Social Security	3650.24		3650.24	212000
Medicare	853.70		853.70	212001
P.E.R.S.	4818.94		4818.94	212203
Unempl. Insur.	132.46			212202
Workers' Comp	989.35		989.35	212201
FIT	822.38		822.38	212002
SIT	937.00		937.00	212200
DENTAL	355.00		355.00	212502
LIFE INSURANCE	19.60		19.60	212502
VISION HEALTH	73.40		73.40	212502
GROUP HEALTH	7794.00		7794.00	212502
Total Ded.	20446.07	0.00	19324.26	1121.81

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

Checks: 34035 and 34066-34067

Electronic Checks: -85838 to -85805

Possible Property Sale

W Park Ave

N 2nd St



LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 1st day of March 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 LISA PRICE, COMMUNITY FOOD BANK, Bridger, Montana, herein referred to as "LESSEE."

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.

- DESCRIPTION OF LEASED PREMISES**. The premises leased, hereinafter called "leased premises," consists of a space approximately 40' x 50' space in a portion of the Factory Building located in Lot 1 of the Bridger Industrial Park, Bridger, Montana (Building) (see attached footprint attached hereto as Exhibit 1, tenant's space is in *orange*).
- PRIMARY TERM-RENEWAL OPTION**. The Lease term is granted for a period of **one (1) year from March 1, 2023 through March 1, 2024**. The Town of Bridger reserves the right to terminate the lease in the event that the Town sells the rental premises or has another use for the rental property. 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 her intent to renew. The parties must then agree upon the new rental prior to the expiration date.
- RENTAL**. None since Lessee is a non-profit organization.
- 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.

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 \$8,000 annually. Should the annual utility costs for the building exceed \$8,000 in any one calendar year, the tenant shall be charged for their proportionate share of the utility's cost in excess of \$8,000.
6. **SECURITY DEPOSIT.** N/A.
7. **USE.** Lessee plans to use the leased premises for storage of food. 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 Community Food Bank 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.

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

TO LESSEE: Lisa Price
 Bridger Community Food Bank
 P.O. Box 696
 Bridger, MT 59014

16. **ASSIGNMENT AND SUBLETTING**. Lessee may not assign or transfer this Lease, or sublet the premises or any part thereof. Any attempted assignment, transfer or subletting of this Lease or the premises or any part hereof or thereof shall be void *ab initio*.

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 having executed this instrument on the day and year first above written.

LESSOR

CLIFFORD SHULTZ
TOWN OF BRIDGER

LESSEE

LISA PRICE
COMMUNITY FOOD BANK

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 1st day of March 2023 by and between the TOWN OF BRIDGER, with a mailing address of 108 South D. Street, Bridger, Montana 59014, herein referred to as "LESSOR," and Carbon Equipment Repair, LLC., with a mailing address of P.O. Box 732, Bridger 59014, herein referred to as "LESSEE."

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 space located inside the "Factory Building" located at 206 North D Street, Bridger, Montana 59014. The space leased will be a 75 ft by 60 ft space indoor and a 6300 square foot space outdoor. All spaces are outlined in GREEN on the map attached hereto.
2. **PRIMARY TERM.** The lease term is for twelve (12) months beginning on the date this lease is signed by the parties and continuing to March 1, 2024. The Town of Bridger reserves the right to terminate the lease in the event that the Town sells the rental premises or has another use for the rental premises. The Town shall provide Lessee with 30 days-notice in the event to early termination.
3. **RENTAL.** Lessee agrees to pay Lessor for use of the leased premises a rental fee, commencing on the date of occupancy, in the amount of \$ _____ per month. All rental payments shall be made payable to Lessor and mailed United States Mail to 108 South D. Street, Bridger, Montana 59014.
4. **TAXES AND INSURANCE.** Lessor shall be responsible for real property taxes & structural/liability insurance. Lessee shall be responsible for personal property taxes and personal property/business liability insurance. The Lessee also agrees to add the Town of Bridger to its business liability insurance as a second insured.

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 \$8,000 annually. Should the annual utility costs for the building exceed \$8,000 in any one calendar year, the tenant shall be charged for their proportionate share of the utility's costs in excess of \$8,000.
6. **USE.** Lessee shall not commit waste upon the leased premises, and covenant and agree 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, Lessees shall surrender the premises to the Lessor in as good a condition as when received, ordinary wear and tear excepted.
7. **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.
8. **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 Lessees 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 Lessees to or upon the leased premises shall be paid for by Lessees, unless otherwise agreed or provided for herein, and shall at once, when made or installed, become the property of Lessor.
9. **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 remain the property of Lessees and may be removed by Lessees 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 Lessees and all of Lessees' rights, title or interest therein shall pass to Lessor. Alternatively, Lessor may elect to require Lessee to remove such property at Lessee's own expense.

10. **INDEMNIFICATION FOR PUBLIC LIABILITY.** Lessee covenants and agrees to indemnify and save 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.

11. **NON-DISCRIMINATION.**

A. **Civil Rights Act of 1964.** Lessees 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."

12. DEFAULT. In the event Lessees fail to pay any rent due hereunder or fail to keep or perform any of the other terms or conditions of this Lease, or otherwise breach or default this Lease Agreement, then ten (10) days after written notice of default in the payment of rent, or twenty (20) days after notice of any other 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 Lessees 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 Lessees to Lessor, including costs of retaking possession and all attorney 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 Lessees hereunder, the Lessees 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 be given to Lessees.

13. **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 South D. Street
Bridger, Montana 59014

TO LESSEE: Carbon Equipment Repair, LLC
P.O. Box 732
Bridger, MT 59014

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

15. **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.

16. **INSPECTION AND ACCESS FOR REPAIR**. Lessee shall allow the Lessor's agent, at all reasonable times, free access to the 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 Lessees shall not interfere with the Lessor in the performance of such acts.

17. **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.

18. **QUIET ENJOYMENT**. Lessor agrees that Lessees, 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.

19. **NON-WAIVER**. No waiver of any breach of this Lease by Lessor shall be considered to be a waiver of any other subsequent breach.

20. **HOLDING OVER MONTH-TO- MONTH TENANCY**. Any holding over of this Lease shall be considered as a month-to-month rental rather than as a renewal.

21. **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.

22. **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 having executed this instrument on the day and year first above written.

LESSOR

TOWN OF BRIDGER

BY _____

LESSEE

CARBON EQUIPMENT REPAIR, LLC

BY _____

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 1st day of March 2023, by and between the TOWN OF BRIDGER, with a mailing address of 108 South D. Street, Bridger, Montana 59014, herein referred to as "LESSOR," and Shannie DeRudder (Country Bumpkin Candles) of P.O. Box 603, Bridger 59014, herein referred to as "LESSEE."

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," consists of a space approximately 35' by 80' in a portion of the Factory Building located in Lot 1 of the Bridger Industrial Park, Bridger, Montana (Building) (see attached footprint attached hereto as Exhibit 1, tenant's space is in *pink*).
- 2. PRIMARY TERM.** The lease term is for 12 months beginning March 1, 2023 and continuing through March 1, 2024. The Town of Bridger reserves the right to terminate the lease in the event that the Town sells the rental premises or has another use for the rental property. The Town shall provide Lessee with 30 days-notice in the event to early termination.
- 3. RENTAL.** Lessee agrees to pay Lessor for use of the leased premises a rental fee, commencing on the date of occupancy, in the amount of \$ _____ **per month**. All rental payments shall be made payable to Lessor and mailed United States Mail to 108 South D. Street, Bridger, Montana 59014.
- 4. TAXES AND INSURANCE.** Lessor shall be responsible for real property taxes & structural/liability insurance. Lessee shall be responsible for personal property taxes and personal property/business liability insurance.
- 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 \$8,000 annually. Should the annual utility costs for the building exceed \$8,000 in any one calendar year, the tenant shall be charged for their proportionate share of the utility costs in excess of \$8,000.

6. **SECURITY DEPOSIT**. N/A.
7. **USE**. Lessee shall not commit waste upon the leased premises, and covenant and agree 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, Lessees shall surrender the premises to the Lessor in as good a condition as when received, ordinary wear and tear excepted.
8. **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.
9. **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 Lessees 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 Lessees to or upon the leased premises shall be paid for by Lessees, unless otherwise agreed or provided for herein, and shall at once, when made or installed, become the property of Lessor.
10. **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 remain the property of

Lessees and may be removed by Lessees 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 Lessees and all of Lessees' rights, title or interest therein shall pass to Lessor. Alternatively, Lessor may elect to require Lessee to remove such property at Lessee's own expense.

11. INDEMNIFICATION FOR PUBLIC LIABILITY. Lessee covenants and agrees to indemnify and save 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.

12. NON-DISCRIMINATION.

A. Civil Rights Act of 1964. Lessees 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."

13. **DEFAULT**. In the event Lessees fail to pay any rent due hereunder or fail to keep or perform any of the other terms or conditions of this Lease, or otherwise breach or default this Lease Agreement, then ten (10) days after written notice of default in the payment of rent, or twenty (20) days after notice of any other 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 Lessees 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 Lessees to Lessor, including costs of retaking possession and all attorney 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 Lessees hereunder, the Lessees 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 be given to Lessees.

14. **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 South D. Street
Bridger, Montana 59014

TO LESSEE: Country Bumpkin Candles/Shannie
Shannie DeRudder,
P.O. Box 603
Bridger 59014

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

16. **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.

17. **INSPECTION AND ACCESS FOR REPAIR**. Lessee shall allow the Lessor's agent, at all reasonable times, free access to the 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 Lessees shall not interfere with the Lessor in the performance of such acts.

18. **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.

19. QUIET ENJOYMENT. Lessor agrees that Lessees, 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.

20. NON-WAIVER. No waiver of any breach of this Lease by Lessor shall be considered to be a waiver of any other subsequent breach.

21. 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.

22. 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.

23. 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 having executed this instrument on the day and year first above written.

LESSOR
TOWN OF BRIDGER

LESSEE
COUNTRY BUMPKIN CANDLES
SHANNIE DERUDDER

BY _____

BY _____

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 1st day of March 2023 by and between the TOWN OF BRIDGER, with a mailing address of 108 S. D Street, Bridger, Montana 59014, herein referred to as "LANDLORD," and HDC, Incorporated, with a mailing address of PO Box 548, Bridger, MT 59014, herein referred to as "TENANT."

IN CONSIDERATION of the payment of rentals and covenants hereinafter set forth to be kept and performed by Tenant, Landlord does hereby rent and demise to Tenant 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," consists of a space approximately 50' by 100' in a portion of the Factory Building located in Lot 1 of the Bridger Industrial Park, Bridger, Montana (Building) (see attached footprint attached hereto as Exhibit 1, tenant's space is in *red*).
- 2. **PRIMARY TERM**. The lease term is for **twelve (12) months** beginning on the date this lease is signed by the parties and continuing to March 1, 2024. The parties may agree to extend this lease at the end of the lease period on the same terms and conditions as found herein based on availability. The Town of Bridger reserves the right to terminate the lease in the event that the Town sells the rental premises or has another use for the rental premises. The Town shall provide Lessee with 30 days notice in the event to early termination.
- 3. **RENTAL**. Lessee agrees to pay Lessor for use of the leased premises a rental fee, commencing on the date of occupancy, in the amount of \$ _____ **per month**. All rental payments shall be made payable to Lessor and mailed United States Mail to 108 South D. Street, Bridger, Montana 59014.

4. **TAXES AND INSURANCE.** Tenant shall be responsible for any special use tax assessed by the County of Carbon and personal property/business liability insurance. The County will bill the tenant directly for the special use tax. The Landlord shall be responsible for all real property insurance.

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 \$8,000 annually. Should the annual utility costs for the building exceed \$8,000 in any one calendar year, the tenant shall be charged for their proportionate share of the utility costs in excess of \$8,000.

6. **SECURITY DEPOSIT.** N/A.

7. **USE.** Tenant intends to use the Premises for seed storage and equipment. Upon termination of the tenancy, Tenant shall surrender the premises to the Landlord in as good a condition as when received, ordinary wear and tear excepted. Tenant also agrees that said uses shall not create environmental issues to the detriment of the property or other tenants.

The areas adjacent to the loading docks inside and outside the building shall be kept clear of any materials, debris or vehicles of any kind except for loading and unloading of materials and product.

8. **MAINTENANCE, REPAIR AND REPLACEMENT.** Tenant shall maintain the interior of the leased Premises. The Landlord will assess Tenant for its pro-rata share of any maintenance/repairs to the building's heating, ventilation and air-conditioning systems servicing Tenant's leased Premises. Tenant shall give Landlord written notice of any needed maintenance and repairs.

9. **SIGNAGE.** Tenant shall be allowed to place signage on building with Landlord's pre-approval.

Tenant shall be responsible for all costs associated with design, installation, maintenance, and removal of signage upon proposed lease termination.

10. **TENANT'S IMPROVEMENTS.** Tenant shall not make any alterations, improvements, or additions to or upon the leased premises without first obtaining the written consent of the Landlord. Any alterations, additions and improvements made by Tenant to or upon the leased premises shall be paid for by the Tenant. Unless otherwise agreed or provided for herein, the alterations, additions and improvements become the property of Landlord upon termination of the lease.

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

12. **NON-DISCRIMINATION.**

A. **Civil Rights Act of 1964.** Tenant 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, Tenant 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.”

13. ASSIGNMENT AND SUBLETTING. Tenant shall not assign or transfer this Lease or sublet the premises or any part thereof.

14. INSPECTION AND ACCESS FOR REPAIR. Tenant shall allow the Landlord’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 Landlord may see fit to make, and Tenant shall not interfere with the Landlord in the performance of such acts.

15. DEFAULT. In the event Tenant fails to pay any rent due hereunder or fails to keep or perform any of the other terms or conditions of this Lease, or otherwise breaches or defaults this Lease Agreement, then ten (10) days after written notice of default in the payment of rent, or twenty (20) days after notice of any other default, if such default has not been corrected, or if such default cannot be cured by payment of money and if Tenant shall not have commenced to cure such default and continued its efforts with due diligence, Landlord may resort to any and all legal remedies or combinations of remedies which Landlord 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 Landlord.

- e. Continue the Lease in effect and re-let said premises or any part thereof for the account of Tenant for such terms and at such rental or rentals and upon such terms and conditions as Landlord in its 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 Tenant to Landlord, including costs of retaking possession and all attorneys' 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 Tenant hereunder, the Tenant shall be immediately liable to Landlord for the deficiency.

No action of the Landlord shall be construed as an election to terminate this Lease unless written notice of such intention be given to Tenant.

16. **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

TO LESSEE: HDC, Incorporated
P.O. Box 548
Bridger, MT 59014

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

18. **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. Also, 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.

19. NON-WAIVER. No waiver of any breach of this Lease by Landlord shall be considered to be a waiver of any other subsequent breach.

20. 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.

21. 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.

22. ENTIRE AGREEMENT. Tenant and Landlord 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 must be in writing signed by both parties.

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

LESSOR

TOWN OF BRIDGER

BY _____

LESSEE

HDC, Incorporated

BY _____

Sand Creek Canal Flood Evaluation

**Carbon County Disaster & Emergency Services
Bridger, Montana**

Tetra Tech Project No. 117-9156001

September 2022

PREPARED FOR

**Carbon County
Disaster & Emergency Services**
Red Lodge, Montana

PREPARED BY

Tetra Tech
7200 Commercial Ave.
Suite 4
Billings , MT 59101

tetrattech.com

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APPENDICES

APPENDIX A – COST ESTIMATES

1.0 INTRODUCTION

Tetra Tech, Inc. (Tetra Tech) prepared this report to evaluate the historical spring flooding associated with the Sand Creek Canal in Bridger, Montana. The Sand Creek canal has historically flooded during years where snow is blown and drifted into portions of the canal located in and downgradient from the town of Bridger. When the canal and the culverts get blocked with snow and ice, spring runoff will collect in the canal and water will overflow the embankment of the canal and flow towards Main Street into the Bridger downtown business district. Historical records and personal knowledge indicate that this happens on average about once every five years with varying levels of impact. One of the documented floods occurred in February 1997 and was reported in the local newspaper at that time. The estimated area of impact in 1997 was about 23 acres. The flood water impacts residential and commercial properties.

This report addresses recent improvements made to the canal to prevent flooding and methods used to help drain the water from the canal during the spring flooding events. Additional mitigation options to further prevent and alleviate the flooding will be presented with estimated costs for each option and possible funding sources.

2.0 RECENT MITIGATION EFFORTS

To address flooding concerns, the Town of Bridger has made improvements to the canal and has implemented strategies as described below.

2.1 RAISED BERM

A portion of the Sand Creek Canal eastern berm has been built up in elevation between W Sunnyside Ave and W Park Avenue to help prevent overtopping of the ditch. Randy Novakolich, the Town of Bridger Public Works Director stated that the downhill side of the berm between been raised with additional material over the last 10 years which has alleviated a large portion of the flooding. The pedestrian bridge immediately north of West Broadway is currently the low spot in the berm and is the location where floodwaters now flow out of Sand Creek Canal. During potential flooding events, this low spot is temporarily bermed with sand bags to prevent or minimize overtopping.

2.2 OPEN IRRIGATION LATERAL

Approximately five years ago, the canal was filled with drifted snow and runoff started to fill up the ditch and flooding appeared imminent. At that time, the Town of Bridger contacted landowner Mr. Dylan Sedlacek who has a buried 15-inch irrigation lateral located 0.25 miles south (upgradient) of town that flows east and is used to irrigate his fields. The town asked Mr. Sedlacek to open the gate on the drainage lateral to drain the rising water in the ditch. The irrigation lateral is buried pipe that runs to a sump located approximately 3500 ft east of the highway. Mr. Sedlacek opened the irrigation lateral gate and the water drained into the sump and then into Mr. Sedlacek's field. Mr. Sedlacek stated that the water ran for two to three days and eroded the soil causing a large vehicle sized depression that Mr. Sedlacek later filled with imported fill material. Aside from the erosion in the field, opening this lateral was effective at reducing the flow in the canal through the town of Bridger and resulting flooding.

3.0 MITIGATION OPTIONS

Mitigation options for the Sand Creek Canal include permanently raising the pedestrian bridge located west of Broadway, opening one or more existing ditch laterals to drain the canal toward the Clarks Fork River and minimizing the upland runoff that flows into the Sand Creek Canal and subsequently into Bridger. Each of these options are described in detail in the following paragraphs..

3.1 RAISE EXISTING PEDESTRIAN BRIDGE

This mitigation option would raise the existing pedestrian bridge west of West Broadway Street to eliminate the low spot in the berm. Raising the pedestrian bridge would require placing stairs on the east side of the bridge to raise the bridge up to the same level as the adjacent berm and eliminate a low spot through which floodwaters escape. ADA compliance would need to be provided for this stairway. The nearby roadway bridge over Sand Creek Canal is 10 feet wider than the traveled and paved surface on the bridge. It is possible this instead could be used as an alternate path to raised pedestrian bridge to meet ADA compliance.

3.2 OPEN EXISTING IRRIGATION LATERALS

There are three laterals that are currently in place that could be used to alleviate rising waters in Sand Creek Canal. One or more laterals could be used to shuttle flood waters away from the Town of Bridger toward the Clarks Fork River. The Town would need to negotiate agreements and/or easements for permanent use by the Town during flood events. The location of the three laterals is shown on Figure 2 and advantages and disadvantages for each lateral are further discussed in the following paragraphs.

Sedlacek's Lateral

As noted above, this lateral was used previously to shuttle floodwater away from the Town and, aside from local erosion, was effective at reducing floodwaters. The Sedlacek lateral has a head gate on the Sand Creek Canal near the intersection of Cemetery Road and US Highway 310. The lateral is a buried 15-inch pipe that flows east for 3,000 feet and then flows 500 feet northeast where it ends at a sump as shown in **Figure 1**.

Advantages

- Lateral is buried pipe for the entire length eliminating potential flooding from an open ditch
- With some improvements, water can be diverted directly into a channel of the Clarks Fork River
- Floodwaters are diverted upstream of the Town
- Use of this lateral was historically effective

Disadvantages

- Some improvements would be needed at the outlet to prevent erosion and to ensure that the flows make it all the way to the Clarks Fork River channel
- Improvements and cleaning would be needed downstream from the discharge point at an existing culvert crossing for an unimproved roadway.

Lynee Ditch

The Lynee Ditch is a lateral with a head gate located on Sand Creek Canal near Pryor Avenue. The ditch flows east for 500 feet in a 24-inch pipe and then transitions into an open channel. The open ditch continues to flow east for approximately 1,200 feet and then heads northeast through town for 2,300 feet and flows directly north for 1,500 feet as shown on **Figure 1**.

Advantages

- Ditch is located near the center of the town, upgradient of the historical flooding locations.
- Existing ditch headgate could be used to divert floodwater
- Ditch has a larger capacity relative to the Sedlacek lateral

Disadvantages

- A large portion of the ditch is open and subject itself to overflow from floodwaters. The ditch itself would have to be piped or otherwise gated to prevent excessive water down the ditch and resulting flooding from spillover of the ditch.
- This ditch currently ends in a farm field approximately 2,000 feet west of the Clarks Fork River. Some means of getting diverted water to the Clarks Fork River without ensuing erosion would be necessary.

Lincoln Ditch

The Lincoln Ditch is a lateral with a head gate located on Sand Creek Canal on the north side of town across from the high school football field. The ditch flows east for 700 feet in a 24-inch pipe and then transitions into an open channel for 300 feet across on residential property. The ditch transitions back to pipe and flows 1,500 feet east and transitions into an open channel that flows 2,600 feet to the north as shown on **Figure 1**.

Advantage

- The majority of the ditch is buried pipe with the exception 300 feet of open ditch on one property on the north end of town.
- Ditch has a larger capacity relative to the Sedlacek lateral pipeline.

Disadvantages

- The ditch is located on the down gradient edge of town and as such would only be effective during periods when the Sand Creek Canal downstream of town is plugged or has reduced capacity due to ice and snow in the Canal
- The ditch currently ends in a farm field approximately 2,500 feet west of the Clarks Fork River. Draining the water to the River without erosion or other impacts would have to be devised.

3.3 CREATE NEW DRAINAGE LATERAL

A new drainage lateral could be constructed strictly for floodwater relief at a location on the south end of town on the south side of Jim Bridger Road. Currently at this location there is a 24-inch head gate on Sand Creek Canal which leads to a pipe buried beneath Highway 310. The pipe daylights into the highway drainage ditch east of Highway 310. A buried pipe could be connected to the end of the existing pipe and placed directly east 750 feet along Jim Bridger Road and flow into the existing drainage ditch south of Jim Bridger Road near the intersection with Sugar Avenue. Extended the pipe would eliminate the possibility of flooding residential properties along the 750 feet stretch of the road. The outlet would drain into the existing road drainage ditch and would run east along Jim Bridger Road and then flow north into an existing irrigation drain ditch that flows north to the Clarks Fork River.

Presumably since this route is mostly in the existing right of way for Jim Bridger Road, negotiations with private landowners would not be necessary except for the short stretch from Jim Bridger Road north to the Clarks Fork River. It is further assumed that any road crossings that currently exist along Jim Bridger Road have adequate culverts installed. This drainage lateral, like the Lynee Canal and portions of the Lincoln Canal, would consist of an open ditch which itself would be subject to flooding unless floodwaters were carefully controlled at its existing headgate. The open ditch along Jim Bridger Road could be cleared with a motor grader in the event a ditch is drifted in with snow to prevent flooding along the road.

3.4 SIPHON UNDER NATURAL DRAINAGES

The Sand Creek Canal collects rainfall and snowmelt and resulting runoff from approximately 13 square miles. Sand Creek Canal collects water from both the Dry Creek Canal and Golden Canal which both collect runoff from all drainages north of Dry Creek. Both Golden Canal and Dry Creek Canal are currently siphoned underneath the drainage of Dry Creek. The Dry Creek Canal and Golden Canal flow into the Sand Creek Canal near the intersection of Webber Lane and Highway 72.

A spillway headgate is located 800 feet northeast or down ditch from where Dry Creek Canal and Golden Canal enter Sand Creek Canal. This spillway is open from approximately November to May that allows runoff to drain out of the Sand Creek Canal to the Clarks Fork River. When this spillway gate is open, Sand Creek Canal is not blocked off and, during high flows, an unknown portion of the runoff will continue down Sand Creek Canal.

To reduce the amount of stormwater entering the Sand Creek Canal upgradient of the Town of Bridger, A Siphon could be installed under three intermittent drainages that flow through Sand Creek Canal and its tributary canals. The siphons would allow the runoff to flow over the canal. With the addition of the siphons to the canals under the intermittent drainages, additional degrading and drainage work would need to be completed for runoff to reach the Clarks Fork of the Yellowstone.

3.5 CHECK DAM AT SPILLWAY

At the spillway described in section 3.4, located 800 feet downgradient of the confluence of Dry Creek Canal and Sand Creek Canal the existing spillway does not include a structure to close off the Sand Creek Canal. . During higher runoff, some portion of the runoff continues down the Sand Creek Canal. A check dam structure could be constructed immediately downgradient of the spillway that would allow the installation of check boards to prevent high runoff from heading down the Sand Creek Canal toward Bridger. The check boards would block the runoff from flowing down the canal, forcing all the runoff to be discharged to the Clarks of the Yellowstone via the spillway. While the check dam would alleviate runoff flow in Sand Creek Canal from upgradient of the spillway, it will not mitigate the runoff from the spillway to the town of Bridger.

4.0 ESTIMATED MITIGATION COSTS AND EVALUATION

A detailed cost estimate has been completed for each mitigation option. The table below presents the total costs of each option along with a basic evaluation of each option. To compare the mitigation options, the table is setup to assign “+” and “-“ if there was a substantial difference between one or more options. A “0” was assigned if there was no substantial difference. The +, - and 0's are added up to obtain the score for each option.

Table -1
Carbon County, MT
Sand Creek Canal Flood Evaluation

	Option 1 Raise Pedestrian Bridge	Option 2 Existing Irrigation Lateral	Option 3 New Lateral	Option 4 Siphons	Option 5 Check Dam
Constructability	0	0	0	-	+
Operation	+	+	+	-	0
Maintenance	+	0	0	0	0
Cost	+ (\$24k)	+ (\$21k)	+ (\$50k)	- (\$240k)	+ (\$21k)
Mitigation	+	+	+	0	0
SCORE	4	3	3	-2	2

The cost for option 2, Existing Irrigation Lateral, uses the cost for the Sedlecak’s lateral, as it is the most cost effective lateral and with the closest discharge point to the Clarks Fork of the Yellowstone. Terta Tech recommends implementing Option 1 along with Option 2 or 3 to drain the canal near town. Options 4 and 5 will both help reduce the overflow in the canal during high runoff but would not fully mitigate the flooding on their own.

5.0 FUNDING SOURCES

There are a number of grant and loan programs that fund governmental agency improvements including the following:

- Renewable Resource Grant and Loan (RRGL) Program
- State Revolving Fund (SRF)
- Reclamation and Development Grant Program (RDGP)
- American Rescue Plan Act (ARPA)

We are familiar with and have examined the criteria, funding availability and schedule for funding availability of these programs. The ARPA program appears to be the best fit for funding of the flood mitigation efforts described herein. ARPA funds were specifically earmarked for irrigation improvements affected by flooding and it appears that ARPA grants have recently been made for other flood mitigation efforts.

We recommend that Carbon County use the remaining funds from its Pre-Disaster Mitigation grant to prepare an ARPA grant application for whichever options the county hopes to implement. Additional technical support for completing an ARPA grant application is also available from ARPA.

6.0 REFERENCES

Montana Cadastral. Online at (<http://svc.mt.gov/msl/mtcadastral/>). Accessed July 29, 2022

State Water Conservation Board, 1966. Water Resources Survey, Carbon County Montana. June.

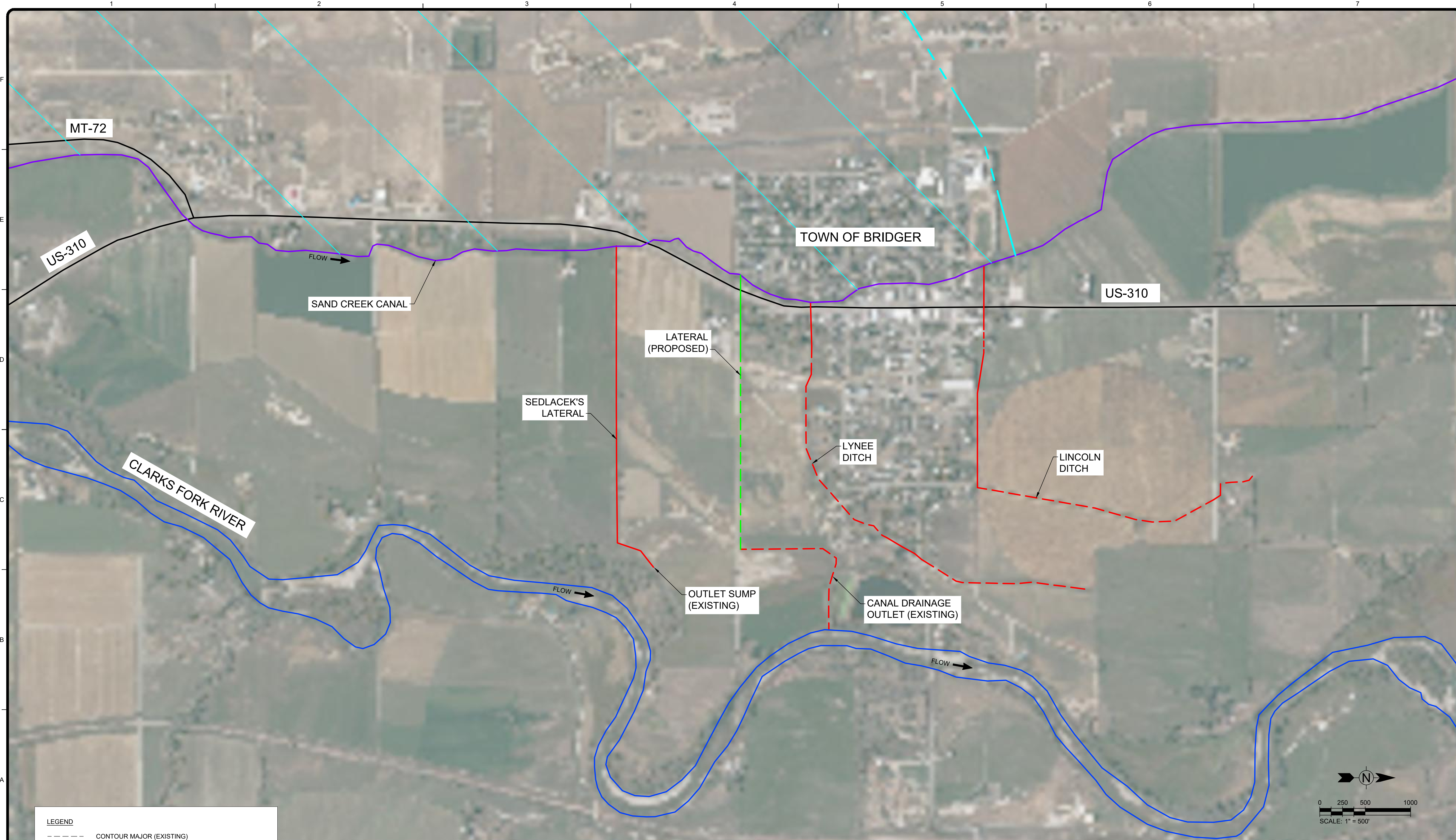
D. Sedlacek, personal communication, July 11, 2022 and September 8, 2022.

R. Novakolich, personal communication, July 11, 2022.

M. Giesek, personal communication, September 8, 2022.

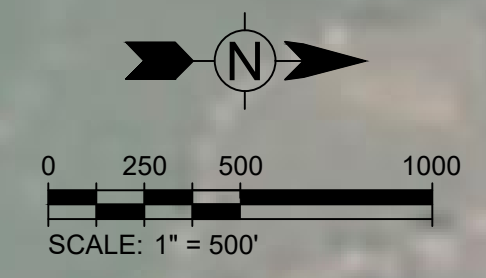
FIGURES

9/8/2022 9:10 AM - C:_DRIVE_LA_GIBRIDGER_CITY_OF07-CAD\MODELFILES\BRIDGER_DITCH_LATERALS.DWG



LEGEND

- CONTOUR MAJOR (EXISTING)
- HIGHWAY
- CLARK'S FORK OF THE YELLOWSTONE RIVER (APPROX.)
- GOLDEN DITCH
- DRY CREEK CANAL
- SAND CREEK CANAL
- DITCH DRAINAGE AREA (APPROX.)
- DITCH LATERAL (OPEN CHANNEL)
- DITCH LATERAL (PIPE, BURIED)
- PROPOSED DITCH LATERAL (OPEN CHANNEL)
- PROPOSED DITCH LATERAL (PIPE, BURIED)



Tt TETRA TECH
 www.tetrattech.com
 825 W. Custer Ave.
 Helena, Montana 59602
 PHONE: 406-443-5210 FAX: 406-442-7182

DRAFT
 NOT FOR CONSTRUCTION

MARK	DATE	DESCRIPTION	BY

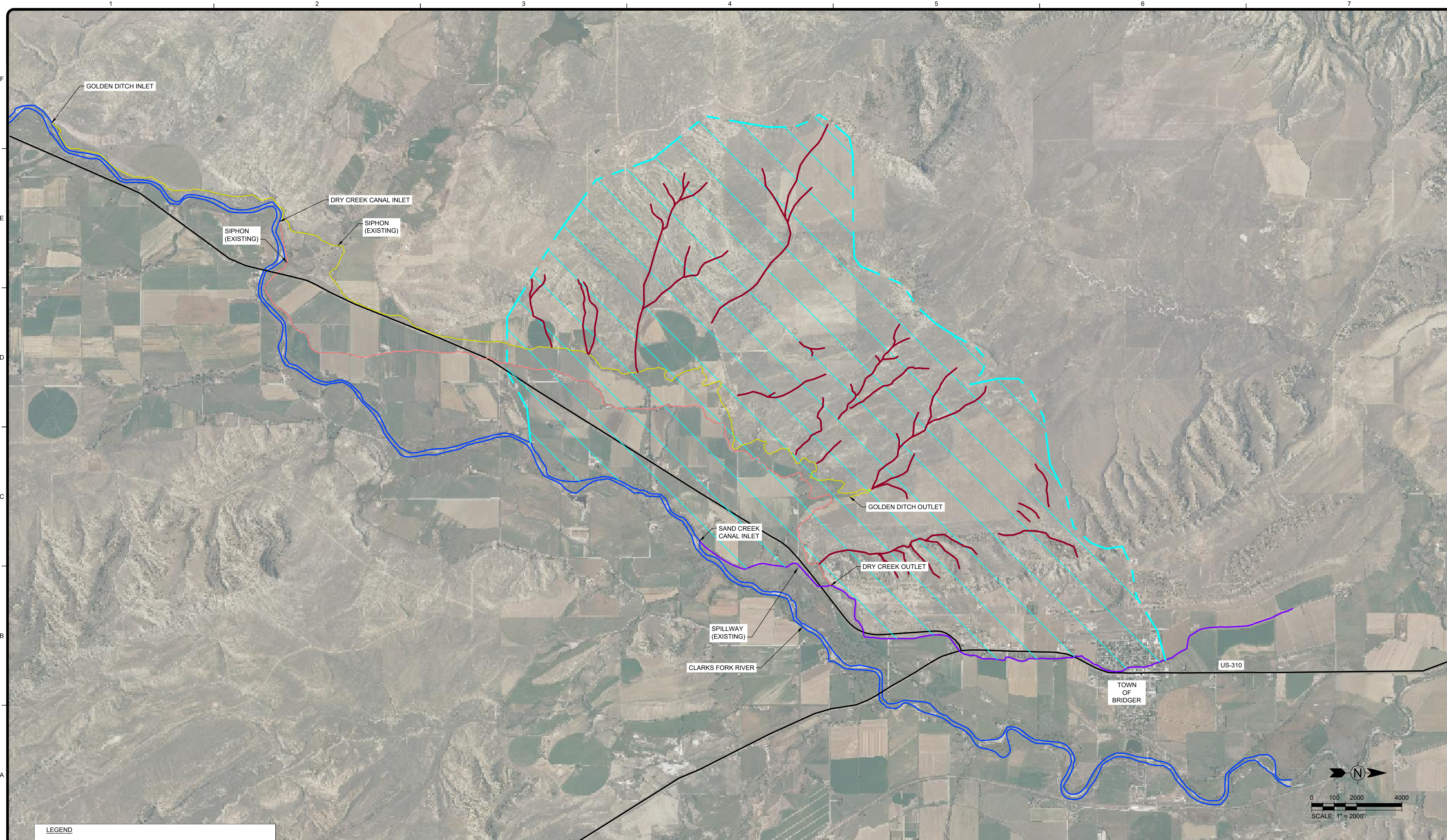
TOWN OF BRIDGER
 CARBON COUNTY, MONTANA
**SAND CREEK CANAL
 FLOOD EVALUATION
 MITIGATION OPTIONS**

Project No.:	JC
Designed By:	JC
Drawn By:	JSS
Checked By:	LC
F-1	

Bar Measures 1 inch

Copyright Tetra Tech

9/8/2022 8:51 AM - C:\DRIVE_LA\BRIDGER CITY OF\07-CAD\MODELS\BRIDGER DITCH LATERALS.DWG



LEGEND

	CONTOUR MAJOR (EXISTING)
	HIGHWAY
	CLARK'S FORK OF THE YELLOWSTONE RIVER (APPROX.)
	GOLDEN DITCH
	DRY CREEK CANAL
	SAND CREEK CANAL
	DITCH DRAINAGE AREA (APPROX.)
	INTERMITTENT STREAMS (APPROX.)

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 Helena, Montana 59602
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MARK	DATE	DESCRIPTION	BY

TOWN OF BRIDGER
 CARBON COUNTY, MONTANA

**SAND CREEK CANAL
 FLOOD EVALUATION
 UPSTREAM DRAINAGE AREA**

Project No.:	JC
Designed By:	JC
Drawn By:	JSS
Checked By:	LC
F-2	

Bar Measures 1 inch

Copyright Tetra Tech

APPENDIX A – COST ESTIMATES

Option 1 -Raise Pedestrian Bridge

Labor	Rate	Quantity	Units	Total	Comments
Superintendent	\$ 82.00	8	hr	\$656	
Operator	\$ 65.00	40	hr	\$2,600	
Laborer	\$ 55.00	40	hr	\$2,200	
				\$5,456	
Equipment					
Excavator	\$ 125.00	8	hr	\$1,000	For removal and placement of bridge
Dump Truck	\$ 5.00	8	hr	\$40	Hauling fill Material
Loader	\$ 100.00	8	hr	\$800	Placing Fill material
				\$1,840	
Materials					
Concrete/Rebar	\$ 1500.00	3	cy	\$4,500	
Aggreagat Fill	\$ 25.00	2	CY	\$50	
Headgate for sump	\$ 1600.00	1	LS	\$1,600	
Misc.					
Engineering Design	3000.00	1	LS	\$3,000	
				\$23,742	

Assumptions

1. Assumes 2 workers one week to remove or raise bridge, form and pour concrete abutment. Replace bridge

Option 2 -Existing Irrigation Lateral (Sedlacek)

Labor	Rate	Quantity	Units	Total
Superintendent	\$ 82.00	8	hr	\$656
Operator	\$ 65.00	24	hr	\$1,560
Laborer	\$ 55.00	24	hr	\$1,320
				\$3,536
Equipment				
Excavator	\$ 125.00	24	hr	\$3,000
Hwy Dump Truck	\$ 70.00	8	hr	\$560
Loader	\$ 100.00	8	hr	\$800
				\$4,360
Materials				
Riprap	\$ 50.00	20	cy	\$1,000
15" Pipe	\$ 40.00	60	FT	\$2,400
Headgate for sump	\$ 1600.00	1	LS	\$1,600

\$20,792

Assumptions

1. Assumes 2 workers three days to install pipe and riprap, Clean out culvert

Option 2 -Existing Irrigation Lateral (Lynee)

Labor	Rate	Quantity	Units	Total
Superintendent	\$ 82.00	20	hr	\$1,640
Operator	\$ 65.00	80	hr	\$5,200
Laborer	\$ 55.00	160	hr	\$8,800
				\$15,640
Equipment				
Excavator	\$ 125.00	80	hr	\$10,000
Loader	\$ 100.00	80	hr	\$8,000
				\$18,000
Materials				
Riprap	\$ 50.00	20	cy	\$1,000
24" Pipe	\$ 50.00	2000	FT	\$100,000
Misc.				
Design/Build Drain	\$ 20000.00	1	LS	\$20,000
				\$188,280

Assumptions

1. Assumes 3 workers 2 weeks to install and bury pipe along the open ditch sections

Option 2 -Existing Irrigation Lateral (Lincoln)

Labor	Rate	Quantity	Units	Total
Superintendent	\$ 82.00	8	hr	\$656
Operator	\$ 65.00	36	hr	\$2,340
Laborer	\$ 55.00	72	hr	\$3,960
				\$6,956
Equipment				
Excavator	\$ 125.00	80	hr	\$10,000
Loader	\$ 100.00	80	hr	\$8,000
				\$18,000
Materials				
Riprap	\$ 50.00	20	cy	\$1,000
24" Pipe	\$ 50.00	300	FT	\$15,000
Misc.				
Design/Build Drain	\$ 30000.00	1	LS	\$30,000
				\$95,912

Assumptions

1. Assumes 3 worker to install and bury pipe along the open ditch sections

Option 3 -New Irrigation Lateral

Labor	Rate	Quantity	Units	Total
Superintendent	\$ 82.00	8	hr	\$656
Operator	\$ 65.00	24	hr	\$1,560
Laborer	\$ 55.00	24	hr	\$1,320
				\$3,536
Equipment				
Excavator	\$ 125.00	24	hr	\$3,000
				\$3,000
Materials				
24" Pipe	\$ 50.00	750	FT	\$37,500
				\$50,572

Assumptions

1. Assumes 3 workers to install and bury pipe for first 750 feet

Option 4 -Siphons

Labor	Rate	Quantity	Units	Total
Superintendent	\$ 82.00	40	hr	\$3,280
Operator	\$ 65.00	120	hr	\$7,800
Laborer	\$ 55.00	120	hr	\$6,600
				\$17,680
Equipment				
Excavator	\$ 125.00	80	hr	\$10,000
Dump Truck	\$ 5.00	80	hr	\$400
Loader	\$ 100.00	80	hr	\$8,000
Materials				
60" RCP	\$ 800.00	150	FT	\$120,000
Misc.				
Design/Build				
Natural Drainages	\$ 65000.00	1	LS	\$65,000
				\$238,760

Assumptions

1. Assumes three weeks to install siphons

Option 5 -Check Dam

Labor	Rate	Quantity	Units	Total
Superintendent	\$ 82.00	8	hr	\$656
Operator	\$ 65.00	30	hr	\$1,950
Laborer	\$ 55.00	30	hr	\$1,650
				\$4,256
Equipment				
Excavator	\$ 125.00	20	hr	\$2,500
				\$2,500
Materials				
Concrete/Rebar	\$ 1500.00	5	cy	\$7,500
Boards	\$ 100.00	2 EA		\$200
				\$21,212

Assumptions

1. Assumes 2 workers for three days

Bridger City Court

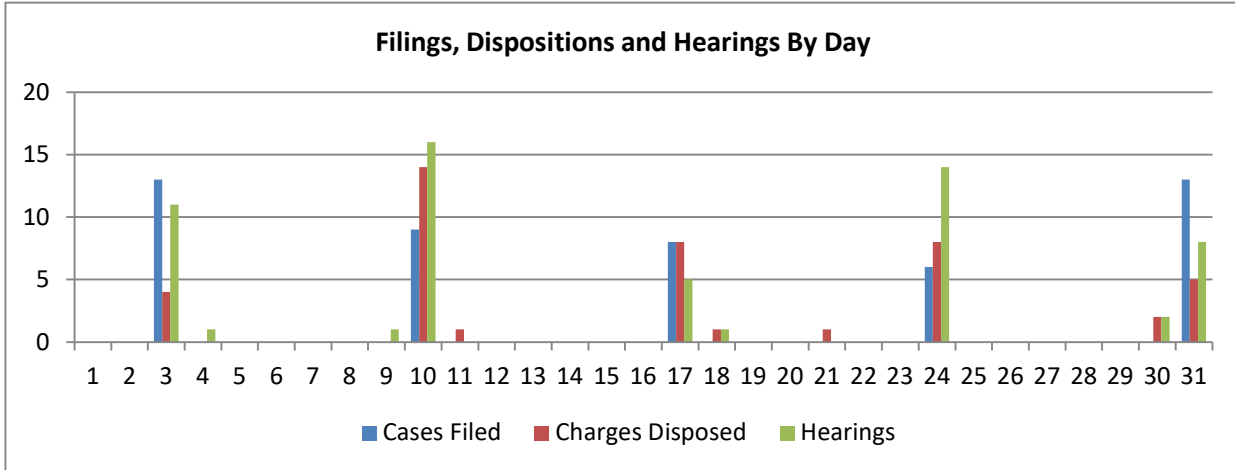
January 2023 Summary Report

February 1, 2023

by Bert Kraft, Bridger City Judge

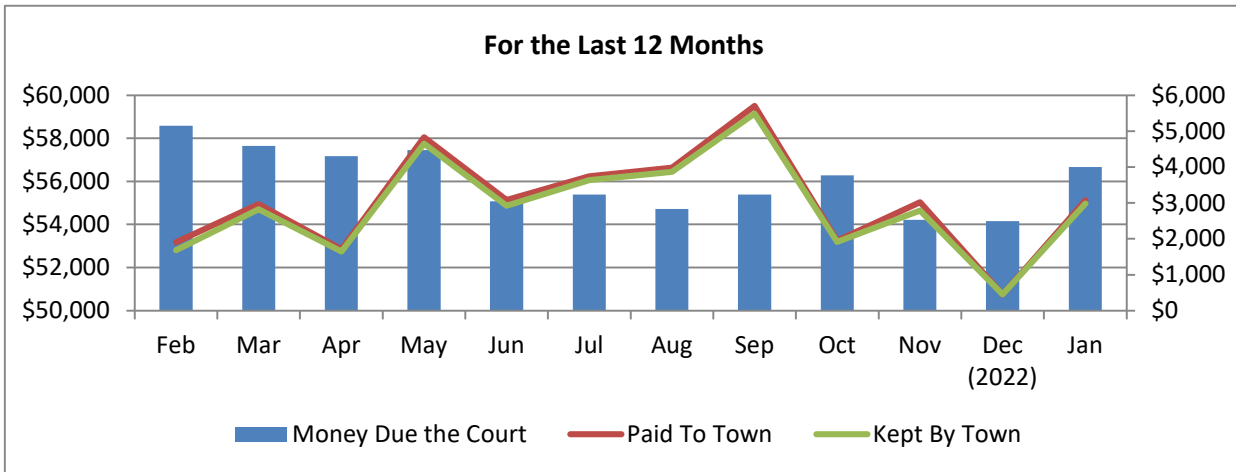
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P: 235	D: 197	W: 46

Activity



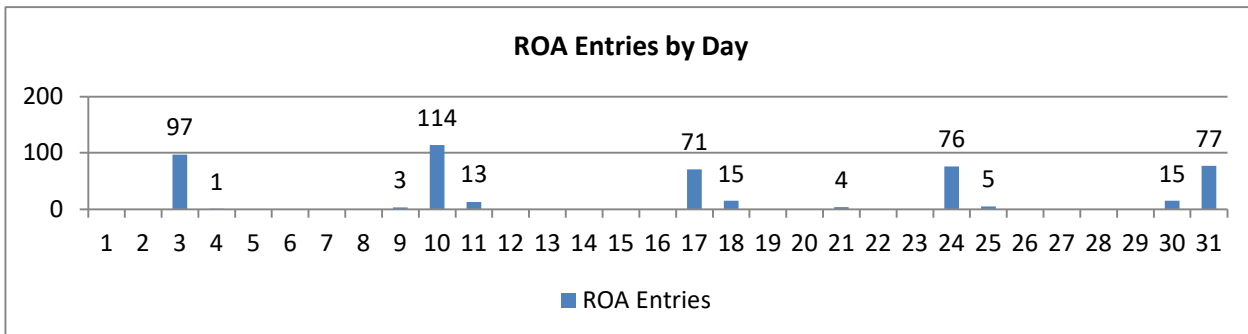
Financials

PAID: \$3,076.18 DUE: \$56,665.37 W: \$119,759.00



Docket

TOT: 491



Journal

Entry	Hours	77
1/3/2023 Open Court	7	
1/3/2023 Town Council	1	
1/9/2023 Office	7	
1/10/2023 Open Court	8	
1/11/2023 Compliance Court	7	
1/17/2023 Open Court	7	
1/18/2023 Compliance Court	7	
1/23/2023 Office	7	
1/24/2023 Open Court	7	
1/25/2023 Compliance Court	7	
1/30/2023 Office	5	
1/31/2023 Open Court	7	

BRIDGER POLICE STATS FOR YEAR ENDING 01-31-23

TRAFFIC

Speeding 27

INSUR 2

REG 2

X-WALK 2

CARELESS 1

SUSPENDED 1

IMPROPPER PASS 1

CRASH 1

WARNINGS 20

City ordinance

DOG CITE 3

AGANCY ASSIST (INCLUDING AMBULANCE) 12

ONE WITH THE DC CAPITOL POLICE

CRIME

DISTURBANCE 1

WELFARE CHECK 15

CITIZEN ASSIST 15

NORMAL JANUARY EXCEPT FOR THE DC POLICE
SHOWING UP PROGRESS IS BEING MADE ON THE
DOLLAR STORE ROBBERY
QUESTIONS???

