

BRIDGER TOWN COUNCIL AGENDA
MEETING TIME IS TUESDAY APRIL 4, 2023, AT 7:00 PM,
BRIDGER TOWN HALL, 108 S D STREET

Tuesday, April 4, 2023

PLEDGE OF ALLEGIANCE:

CALL TO ORDER:

PUBLIC COMMENT:

APPROVAL OF MINUTES FROM PREVIOUS MEETING:

- 03-07-2023 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

SPECIAL EVENTS APPLICATION:

- Yellowstone SCCA
- Graduation Party

LEASE AGREEMENT:

- Tri County Telephone (TCT)

PETITION FOR ANNEXATION: Discussion regarding S21, T06 S, R23 E, Family Dollar Store Subd Lt 3 Blk 1 Plat 2344 & Tr 2 COS 1528 AM

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 MARCH 7, 2023**

The March 7, 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 at 7:00 pm by Mayor Shultz. Other council members present were Dustin Taylor, Shala Cullum, Mark DeRudder and Doug Asbury. Others present were Kari Buechler, Justin Olden, Annie Halland, Ben Walker, Denise Rivette, Sargent Codi Peters, Judge Bert Kraft, 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 February regular meeting. A motion to approve the corrected meeting minutes was made by Councilwoman Cullum seconded by Councilman Taylor. 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 #34100 to #34133. Also, electronic checks #-98161 to #-98155. 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 #34068 and #34097 to #34098. Also, electronic checks #-85804 to #-85772. 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. Annie Halland was present from the Historic Preservation Commission Board. She updated the council regarding the purpose of the historic preservation commission board. They are an advisory board for the historical needs of the county.

The next item on the agenda was a decision regarding construction debris being burned on town property. Kari Buechler from Millennium Construction was present to explain the project to the council. She answered questions from the council regarding the permit process from DEQ and how the burning would occur. Mayor Shultz asked Town Attorney Kuntz to explain the indemnification agreement, which he did. A motion was made by Councilman Taylor to allow the burning of a construction debris pile by Millennium Construction so long as an indemnification agreement is signed, and the Town is listed as an additional insured on the insurance policy for the project. The motion was seconded by Councilman DeRudder. The motion carried with the votes as follows: Councilman Taylor – aye, Councilwoman Cullum – aye, Councilman DeRudder – aye and Councilman Asbury – aye.

The next item for discussion was the possible sale of some Town property. Ben Walker was present from Tri County Telephone (TCT). He explained to the council that since a sale would be an unpredictable situation, TCT would be interested in a long-term lease instead. Mayor Shultz asked Clerk Sweet and Attorney Kuntz get the details and to draft a lease agreement for the next meeting.

The next two items listed on the agenda, Sand Creek Canal project and Regional Hazard Mitigation Plan update, were inadvertently placed on the agenda. Neither topic was discussed.

The next item was the property renewal for our insurance for Montana Municipal Interlocal Authority, the Town's insurance provider. Clerk Sweet reviewed the property, vehicle and mobile equipment lists. She pointed out the changes made by the department heads for the upcoming fiscal year. A motion to approve the schedule as presented was made by Councilman Asbury, seconded by Councilwomen Cullum. The motion carried with the votes as follows: Councilman Taylor – aye, Councilwoman Cullum – aye, Councilman DeRudder – aye and Councilman Asbury – aye.

Attorney Kuntz had nothing further to report.

Judge Kraft presented the stats for the month of February.

Library Director Zentner was not present.

Public Works Director Novakovich reported that the bridge on Fairlane will be repaired April 4, 2023 and the road will be shut down several weeks in advance to get ready for the repair.

Chief Buechler presented his stats for the month of February.

Clerk Sweet had nothing to report.

Mayor and Town Council: Councilman DeRudder asked that the outside lights at the factory building be re-installed. It is difficult to see at night.

There being no further business, Councilman DeRudder 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 7:24 pm.

Clifford Shultz, Mayor

ATTEST:

Kirstin Sweet, Town Clerk

Total for Payroll Checks

	Employee	Employer	Amount
COMA HOURS (Comp Time Accumulated)	28.88		
COMP HOURS (Comp Time Used)	33.38		636.26
HOL HOURS (Holiday Pay)	71.26		1,334.72
REG HOURS (Regular Time)	2,006.20		39,346.37
SICK HOURS (Sick Time)	57.16		1,128.25
VACA HOURS (Vacation Time Used)	118.62		2,501.65
VOLN HOURS (Volunteer Fireman)	54.00		8,100.00
GROSS PAY	44,947.25	0.00	
NET PAY	34,740.74	0.00	
NET PAY (CHECKS)	3,779.71		
NET PAY (DIRECT DEPOSIT)	30,961.03		
DENTAL	0.00	355.00	
FIT	1,508.48	0.00	
GROUP HEALTH	370.00	7,424.00	
LIFE INSURANCE	0.00	19.60	
MEDICARE	651.76	651.76	
P.E.R.S.	3,357.51	3,812.33	
SIT	1,532.00	0.00	
SOCIAL SECURITY	2,786.76	2,786.76	
UNEMPL. INSUR.	0.00	197.45	
VISION HEALTH	0.00	73.40	
WORKERS' COMP	0.00	1,999.01	
ALTANA FED CRED	2,979.42	0.00	
BANK OF BRIDGER	10,997.68	0.00	
FIRST INTERSTAT	366.64	0.00	
STOCKMAN BANK	2,883.42	0.00	
US BANK-MT	3,063.88	0.00	
WELLS FARGO BAN	6,346.81	0.00	
WESTERN SECURIT	4,323.18	0.00	
FIT/SIT BASE	41,589.74	0.00	
MEDICARE BASE	44,947.25	0.00	
PERS BASE	42,500.58	0.00	
SOC SEC BASE	44,947.25	0.00	
UN BASE	43,872.25	0.00	
WC BASE	53,047.25	0.00	

Total 17,319.31
 Total Payroll Expense (Gross Pay + Employer Contributions): 62,266.56
 *** PAYROLL REGISTER + VOLUNTEER PAYROLL REGISTER = PAYROLL SUMMARY ***
 Total Discounts: 0.15
 Total Payroll Expense (Less Discounts): 62,266.41

Check Summary

Payroll Checks Prev. Out.	\$0.00
Payroll Checks Issued	\$16,004.73
Payroll Checks Redeemed	\$0.00
Payroll Checks Outstanding	\$16,004.73

Electronic Checks \$48,511.93

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Social Security	5573.52	5573.52		212000
Medicare	1303.52	1303.52		212001
P.E.R.S.	7169.84	7169.84		212203
Unempl. Insur.	197.45	463.54	0.02	212202
Workers' Comp	1999.01	3983.02	0.15	212201
FIT	1508.48	1508.48		212002
SIT	1532.00	1532.00		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.	27525.82	29775.92	0.17	

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

Checks: 34099 and 34134 to 34140

Electronic Checks: -85771 to -85720

**TOWN OF BRIDGER
SPECIAL EVENTS APPLICATION**

Name/ Purpose of Special Event: Yellowstone SCCA Autocross

Area Proposed for Special Event: Bridger Airport

Date and Time of Special Event: May 20-21 2023

Number of People Anticipated to Attend: 50-60 per day

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: _____

Waiver of Open Alcohol Prohibition Requested.

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.

2/8/2023
Date

[Signature]
Signature of Applicant

Address: 619 E Main St.
 Laurel MT 59044

Phone #: 406-671-2603

**TOWN OF BRIDGER
SPECIAL EVENTS APPLICATION**

Name/ Purpose of Special Event: Graduation Reception
Area Proposed for Special Event: Civic Center
Date and Time of Special Event: May 20, 2023 1:00 - 6:00ish
Number of People Anticipated to Attend: 100

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** 2.
- Alcohol will be sold during special event. Specify the location and size of the area where alcohol will be sold/consumed:** DryCreek will cater

Waiver of Open Alcohol Prohibition Requested.

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.

3/27/23
Date

Kendra Althoff
Signature of Applicant

Address: 47 Althoff Rd.
Bridger, MT 59014

Phone #: 406-425-1426

TRIPLE NET COMMERCIAL LEASE

This Lease Agreement made April _____, 2023, by and between THE TOWN OF BRIDGER, MONTANA hereinafter referred to as "Lessor", and Tri County Telephone (TCT) a _____ Corporation of [INSERT MAILING address], hereinafter referred to as "Lessee", collectively referred to herein as the "Parties", agree as follows:

1. **DESCRIPTION OF LEASED PREMISES:** The Lessor agrees to lease to the Lessee the following described building appurtenant land and common area in the Town of Bridger described as:

[INSERT STREET ADDRESS AND LEGAL DESCRIPTION] All as shown on Exhibit 1, attached hereto and incorporated by reference as if set forth in full.

a. **COMMON AREA:** The "Common Area" shall consist of that area of the Premises marked as such on Exhibit 1. During the Lease Term, Tenant shall have the non-exclusive right to access and use those portions of the Common Area that are provided, from time to time, for use in common by Landlord, Tenant and/or the public. Landlord reserves the right, in its sole discretion, to modify the Common Area (including, without limitation, increasing or changing the size thereof, adding additions to or changing the use, configuration and elements of such Common Area structures, facilities or improvements), to designate certain areas for the exclusive use of Landlord and/or the public, and to close or restrict access to certain portions of the Common Area from time to time for repair, maintenance or construction provided that (i) Tenant nevertheless shall at all times have reasonable access to the Premises and to parking areas serving the Building, and (ii) any such modifications shall not unreasonably interfere with or restrict Tenant's access to or possession, parking for or use of the Premises. Landlord further reserves the right to establish, repeal and amend from time to time rules and regulations for the use of the Common Area and to grant easements or other rights to use the Common Area to others; provided that no amendment to the rules and regulations shall unreasonably interfere with or restrict Tenant's access to or possession, or use of the Premises or unreasonably or materially increase Tenant's Share of Operating Expenses; and provided further that, to the extent of any conflict between an express provision of this Lease (other than the attached Rules and Regulations) and such Common Area rules and regulations, this Lease shall control.

The foregoing are hereinafter referred to as the "Premises."

2. **USE OF LEASED PREMISES:** The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for the following use and purpose: Telecommunications infrastructure, offices and related business purposes.

Any change in use or purpose the Premises other than as described above shall be upon prior written consent of Lessor only.

3. **TERM OF LEASE:** The term of this Lease shall be for a period of TWENTY (20) commencing on the _____, 2023 and expiring at Midnight on the 1st day of _____, 2043. ("Initial Term")

4. **BASE RENT:** The net monthly payment shall be _____ dollars (\$ _____), payable monthly with the first payment due upon the commencement of the Lease and each monthly installment payable thereafter on the 1st day of each month. Said net monthly payment is hereafter referred to as the "Base Rent". Rent for any period during the term hereon, which is for less than 1 month shall be a pro-rata portion of the monthly rent.

a. **BASE RENT ESCALATION:** The base rent shall increase on January 1 of each year beginning January 1, 2025. The increase shall be calculated by multiplying the Base Rent by the annual change in the Consumer Price Index (CPI) published by the Bureau of Labor Statistics for the preceding year.

b. **PREMISES ACCEPTED "AS IS:"** Tenant hereby accepts the Premises in its current "AS-IS" condition existing as of the date of the Lease and the Commencement Date. Landlord shall not be obligated to make or pay for any alterations or improvements to the Premises or the Building.

5. **OPTION TO RENEW:** Lessee may have the right to renew the Lease with a total of 1 renewal period(s) with each term being _____ year(s) which may be exercised by giving written notice to Lessor no earlier than January 1, 2042, no later than April 1, 2042, prior to the expiration of the Lease or renewal period.

Rent for renewal period shall be a continuation of the Base Rent as calculated in section 4 above.

6. **EXPENSES:** It is the intention of the Parties that this Lease shall be considered a "Triple Net Lease".

a. **Operating Expenses:** The Lessor shall have no obligation to provide any services, perform any acts, or pay expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises. The Lessee hereby agrees to pay one hundred percent (100%) of any and all Operating Expenses as hereafter defined for the entire term of the Lease and any extensions thereof in accordance with specific provisions hereinafter set forth. The term "Operating Expenses" shall include all costs to the Lessor of operating and maintaining the Premises, and shall include, without limitation, real estate and personal property taxes and assessments, management fee(s), heating, air conditioning, HVAC, electricity, water, waste disposal, sewage, operating materials and supplies, service agreements and charges, lawn care, snow removal, re-striping, repairs, repaving, cleaning and custodial, security, insurance, the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses, and all other direct operating costs of operating and maintaining the Premises and related parking areas, unless expressly excluded from operating expenses. Lessee shall not be responsible for any Operating Expenses related to the common area.

b. **Taxes:** Lessee shall pay, during the term of this Lease, the real estate taxes including any special taxes or assessments (collectively, the "taxes") attributable to the Premises and accruing during such term. Lessee, at Lessor's option, shall pay to Lessor said taxes on a

monthly basis, based on one-twelfth (1/12) of the estimated annual amount for taxes. Taxes for any fractional calendar year during the term hereof shall be prorated. In the event the Lessee does not make any tax payment required hereunder, Lessee shall be in default of this Lease.

c. **Insurance:** Lessee shall maintain, at all times during the Term of this Lease, comprehensive general liability insurance in an insurance company licensed to do business in the Montana in which the Premises are located and that is satisfactory to Lessor, properly protecting and indemnifying Lessor with single limit coverage of not less than _____ dollars (\$ _____) for injury to or _____ dollars (\$ _____) death of persons and _____ dollars (\$ _____) for property damage. During the Term of this Lease, Lessee shall furnish the Lessor with certificate(s) of insurance, in a form acceptable to Lessor, covering such insurance so maintained by Lessee and naming Lessor and Lessor's mortgagees, if any, as additional insured.

7. **SECURITY DEPOSIT:** NOT APPLICABLE.

8. **LEASEHOLD IMPROVEMENTS:** The Lessee agrees that no leasehold improvements, alterations or changes of any nature, **(except for those listed on any attached addenda, which shall include the improvements proposed by Tenant)** shall be made to the leasehold premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment of the same.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

9. **LICENSES AND PERMITS:** A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

10. **OBLIGATIONS OF LESSEE:** The Lessee shall be primarily responsible whenever needed for the maintenance and general pickup of the entrance way leading into the Premises, so that this is kept in a neat, safe and presentable condition. The Lessee shall also be responsible for all repairs

and maintenance of the leasehold Premises, and the Lessee shall properly maintain the Premises in a good, safe, and clean condition. The Lessee shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the structure of the Premises is damaged as a result of any neglect or negligence of Lessee, their employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the Premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Lessee.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the Premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring its contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

11. **INSURANCE:** In the event the Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the Premises shall be increased by reason of any use of the Premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

12. **SUBLET/ASSIGNMENT:** The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased Premises or any part thereof without first obtaining the prior written consent and approval of the Lessor.

13. **DAMAGE TO LEASED PREMISES:** In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the Premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the leased Premises have been rendered unfit for use and occupation by the Lessee and until the demised Premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to

restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

14. **DEFAULT AND POSSESSION:** In the event that the Lessee shall fail to pay said rent, and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 30 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said Premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the Premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

a. **LATE CHARGES:** In addition, if Tenant fails to pay any installment of rent within five (5) days of when due or if Tenant fails to make any other payment for which Tenant is obligated under this Lease within five (5) days of when due, Tenant agrees to pay to Landlord concurrently with such late payment amount, as additional rent, a late charge equal to five percent (5%) of the amount due to compensate Landlord for the extra costs Landlord will incur as a result of such late payment. The parties agree that (i) it would be impractical and extremely difficult to fix the actual damage Landlord will suffer in the event of Tenant's late payment, (ii) such interest and late charge represents a fair and reasonable estimate of the detriment that Landlord will suffer by reason of late payment by Tenant, and (iii) the payment of interest and late charges are distinct and separate in that the payment of interest is to compensate Landlord for the use of Landlord's money by Tenant, while the payment of late charges is to compensate Landlord for Landlord's processing, administrative another costs incurred by Landlord as a result of Tenant's delinquent payments. Acceptance of any such interest and late charge will not constitute a waiver of the Tenant's default with respect to the overdue amount or prevent Landlord from exercising any of the other right sand remedies available to Landlord. If Tenant incurs a late charge more than three (3) times in any period of twelve (12) months during the Term, then, notwithstanding that Tenant cures the late payments for which such late charges are imposed, Landlord will have the right to require Tenant thereafter to (i) pay all installments of Monthly Base Rent quarterly in advance for the next twelve (12) months and(ii) submit all payments of Monthly Base Rent via cashier's check or wire transfer. Further, in the event any check submitted by Tenant is returned by reason of "non-sufficient funds", Tenant shall pay to Landlord an "NSF Fee."

b. **ATTORNEY FEES:** In the event any legal action is instituted to enforce any terms or provisions under this Lease, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action, including the cost of establishing the amount and reasonableness of such fees and costs.

15. **INDEMNIFICATION:** The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the Premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the Premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject Premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

16. **BANKRUPTCY - INSOLVENCY:** The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt; or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

17. **SUBORDINATION AND ATTORNMENT:** Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby. Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

18. MISCELLANEOUS TERMS:

I. **Usage by Lessee:** Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Lessee allow the Premises to

be used in anyway which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peace and quiet of the Town. Lessee use of the Premises shall not constitute any nuisance nor create any nuisances or interfere with the peaceful enjoyment of neighboring properties by the owners thereof.

II. Signs: Lessee shall not place on any exterior door, wall or window of the Premises any sign or advertising matter without Lessor's prior written consent and the approval of the Town. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Upon vacating the Premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

III. Livestock: No livestock shall be kept on the premises.

IV. Condition of Premises/Inspection by Lessee: The Lessee has had the opportunity to inspect the Premises and acknowledges with its signature on this lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. Furthermore, the Lessor makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. Furthermore, the Lessee represents that Lessee has inspected the Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.

V. Right of Entry: It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building.

VI. 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."

19. **ESTOPPEL CERTIFICATE:** Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

20. **HOLDOVER:** Should Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if Lessor so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days' notice by either party.

21. **WAIVER:** Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

22. **GOVERNING LAW, VENUE AND JURISDICTION:** This Lease shall be governed by the laws of the State of Montana. Venue and jurisdiction for all actions regarding, or related to, this lease shall be in the Montana Twenty-Second Judicial District Court, Carbon County, Montana.

23. **NOTICES:** Payments and notices shall be addressed to the following:

Lessor: TOWN OF BRIDGER, 108 South D. Street, Bridger, Montana 59014,

Lessee:

24. **AMENDMENT:** No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties.

25. **BINDING EFFECT:** This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

TOWN OF BRIDGER

TCT

BY _____

BY _____

Town of Bridger
Department

Address/Contact

Official Use Only

APPLICATION NUMBER: _____

DATE RECEIVED: _____

PAID:

Property Owner(s): (attach additional pages if necessary)

Name: 26 group, LLC

Address: 1502 19th Ave Scottsbluff, NE 69361

Phone: 308-633-3595

Surveyor/Architect/Engineer:

Name: Ryan Stearns

Company: Joseph R Hewgley & Associates Inc.

Address: 702 S Bailey, North Platte, NE 69101

Name: Coby Romig

Company: Baker & Associates, Inc

Address: 120 E 16th St, Scottsbluff NE 69361

Legal Description: Lot 3, Block 1, Family Dollar Store Subdivision D, Plat 2344 TR COS 1528AM, Section 21, Township 06 South, Range 23 East of the Montana Meridian, Bridger, Carbon County Montana.

Property Address: _____

Mark/Lot: Lot 3

Section: 21

Township/Block: 06 South

Range/Addition: 23 East, West 1/4 of NE

¼

Zoning:

Current (if previously zoned):County

Proposed: Commercial

Land Use:

Current: Agricultural

Proposed: Commercial

Describe Legal and Physical Access to Property:

An approach permit will be filed with Montana Department of Transportation for construction of an

approach along Highway 310 between mile marker 16 and 17.

Describe Existing Water and Sewer Services to the Property:

An extension of existing water and sewer services will be required for the proposed lot. Funding for the

extension will be paid for by the developer.

Intent:

I (We) the undersigned understand that the filing fee accompanying this application is not refundable. I (we) further understand that the fee pays for the cost of processing, and the fee does not constitute a payment for approval of the application. I (we) further understand that

other fees may be applicable per City Ordinances.

I (We) also attest that the above information is true and correct to the best of my (our) knowledge.

Property Owner (Signature): *Eric Reichert* Date: 3/29/23

(Print Name): Eric Reichert 26 Group, LLC

Property Owner (Signature): _____ Date: _____

(Print Name): _____

Annexation Application Requirements: A complete Annexation Application shall include the requirements listed in Table 1 below:

TABLE 1: Required in Application	Staff	Applicant
Completed Annexation Application		
Application Fee: \$ _____		
Complete Site Plan: Requirements listed in Table 2 below		
Petition Signatures		

Site plan requirements: Table 2 below contains the requirements for a complete annexation application site plan. The site plan requirements must be provided in lieu of a preliminary plat application when such application is not required. All listed requirements must be submitted unless waived by a planner at a pre-application meeting. City Staff will place an X in the box for all required submittal items. Applicant will complete the checklist by placing an X in the Applicant box of each item to indicate that it has been submitted.

TABLE 2: Required in Site Plan		Staff	Applicant
Project Details	<ul style="list-style-type: none"> • Project name • Developer/landowner name • Date prepared • Name of preparer 		
Survey Details	<ul style="list-style-type: none"> • North arrow and graphic scale • Legal description • Property boundaries • Lot dimensions 		
Development Information	<ul style="list-style-type: none"> • Easements • Rights-of-way 		

Site Features	<ul style="list-style-type: none"> • Ground contours (where slope exceeds 10%) • Water resources • Brownfields, unstable soils, or other hazards • Irrigation canals 		
Wastewater Facilities	<ul style="list-style-type: none"> • Existing wastewater system infrastructure • Proposed wastewater system improvements as required 		
Water Facilities	<ul style="list-style-type: none"> • Existing water system infrastructure • Proposed water system improvements as required 		
Road Facilities	<ul style="list-style-type: none"> • Existing transportation system infrastructure • Proposed transportation system improvements as required • Road names and ownership • Sidewalks and trails 		
Buildings and Structures	<ul style="list-style-type: none"> • Existing structures • Proposed structures 		

I / We the undersigned property owner(s) of interest in the following described property, do hereby respectfully petition that the City Council of the Town of Bridger, Montana, to annex the following described real property situated in Carbon County, Montana, more particularly described and zoned as follows:

The petitioners requesting annexation of the property described herein into the Town of Bridger, Montana, hereby mutually agree to the provisions of municipal services to the property requested to be annexed in accordance with the Services Plan adopted by the City Council of the Town of Bridger in Resolution No. _____, on _____, and any subsequent amendments, modifications, or updates thereto adopted by the City Council.

The petitioners requesting annexation waive the right to protest inclusion in Special Improvement Districts created to finance the construction, installation or maintenance of water lines and facilities, sewer lines and facilities, fire hydrants, reservoirs, pump stations, culverts, drainage systems, roadways, streets, sidewalks, street lighting, traffic control devices, street name signs, and parks.

In witness whereof, we have signed this Petition to Annex to the Town of Bridger, Montana, the day and year as indicated.

State of Montana
County of Carbon

On this 24th day of March 2023, before me, the undersigned a Notary Public for the State of Montana, personally appeared Eric Reihert, known to me to be the person(s) who signed the foregoing document and acknowledged to me that they executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Morgan R. Kilthau
Notary Public for the State of ~~Montana~~ Nebraska
Residing at: 2530 Pacific Blvd, Fremont, NE
My commission expires: _____ 69341
December 2, 2024

