

**BRIDGER TOWN COUNCIL PUBLIC HEARING AGENDA
PUBLIC HEARING IS TUESDAY NOVEMBER 7, 2023 AT 6:30 PM,
BRIDGER TOWN HALL, 108 S D STREET**

PLEDGE OF ALLEGIANCE:

PUBLIC HEARING ON CHANGE OF USE APPLICATION: Submitted by Kathy Brown & Troy Severson for Bridger Tracts S21, T06 S, R23 E, Bridger Tracts LT J & PT NP Row E of TR F & G.

ADJOURN:

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

Tuesday November 7, 2023

PLEDGE OF ALLEGIANCE:

CALL TO ORDER:

PUBLIC COMMENT:

APPROVAL OF MINUTES FROM PREVIOUS MEETING:

- 10-03-2023 Public Hearing
- 10-10-2023 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

CHANGE OF USE APPLICATION DECISION

- Troy Severson & Kathy Brown

LEASE AGREEMENT:

- TCT Franchise Agreement

TRANSFER MONEY TO CD:

DISCUSSION REGARDING A NEW TOWN HALL:

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.

**APPLICATION/PETITION FOR CHANGE OF USE
Town of Bridger, Montana**

Name: TROY SEVERSON & KATHY BROWN

Mailing Address: PO BOX 47 BRIDGER MT 59014

Phone Number: 406-281-2474 (T) 406-860-5894 (K)

Physical Address/Location of Property: 415 S. MAIN ST. & LOTS BEHIND HOUSE

Provide with application the following documentation:

- A legal and general description of the property lot upon which the change of use is requested

Current Classification of Property: RESIDENTIAL A & RESIDENTIAL B

Requested New Classification of Property: RESIDENTIAL B FOR ALL LOTS

Names, addresses and signatures of landowners of any property located within 300 feet of Applicant's property, who join in and approve the reclassification of Applicant/Petitioner's Property:

Name	Address	Signature
Emma J. Henderson	417 S. Main	Emma J. Henderson
Dana Zier	419 S. Main	Dana Zier
Dawna Schwandt	102 Jim Bridger Mt.	Dawna Schwandt
Joy Ann Schute	314 E Carbon	Joy Ann Schute
Kate Grover	210 E Carbon Ave	Kate Grover
Melissa Sianna	206 E Carbon	Melissa Sianna
108 East Carbon		Melissa Sianna
102 East Carbon		Melissa Sianna
318 East Carbon		Henry P. Reed
Jennifer Appell	119 S. Main St. Bridger (323 S. Main St.)	Jennifer Appell

** If Applicant/Petitioner does not obtain the signatures of at least 50% of landowners within 300 feet of Applicant's property, then applicant must follow the variance procedures outlined in the zoning title of the Bridger Town Code. **

After completing this application, submit the application and accompanying documentation to the Town Clerk at the Bridger Town Hall and pay the application fee. The Clerk will forward the application to the Zoning Administrator for their inspection and review. The town council will then hold a public hearing on the matter. Notice of the hearing shall be published twice in the Carbon County News. Both notices shall appear prior to the time set for the public hearing. At the time of the hearing, the council shall hear all persons presenting recommendations or objections relative to the proposed change and, at the next regular council meeting, shall thereupon take action. Bridger Code 30-55 (prior code 17.04.100).

The undersigned agrees that the information provided in this application is true and correct. The applicant understands that if any of the information is false, misleading or in error, this may be grounds for denial of the application/petition.

Troy Swanson
Signature

9/19/2023
Date

Summary

Primary Information

Property Category: RP **Subcategory:** Residential Property
Geocode: 10-0449-21-4-01-01-0000 **Assessment Code:** 0002012100
Primary Owner: SEVERSON TROY L & **PropertyAddress:**
PO BOX 47 **COS Parcel:**
BRIDGER, MT 59014-0047
NOTE: See the Owner tab for all owner information
Certificate of Survey:
Subdivision: BRIDGER TRACTS
Legal Description:
BRIDGER TRACTS, S21, T06 S, R23 E, BRIDGER TRACTS LT J & PT NP ROW E OF TR F & G
Last Modified: 8/17/2023 1:11:41 PM

General Property Information

Neighborhood: 210.105 **Property Type:** VAC_U - Vacant Land - Urban
Living Units: 0 **Levy District:** 10-0058-2-C
Zoning: **Ownership %:** 100
Linked Property: No linked properties exist for this property
Exemptions: No exemptions exist for this property
Condo Ownership: **Limited:** 0
General: 0

Property Factors

Topography: **Fronting:**
Utilities: **Parking Type:**
Access: **Parking Quantity:**
Location: **Parking Proximity:**



**BRIDGER TOWN COUNCIL MINUTES FOR A PUBLIC HEARING
HELD ON OCTOBER 3, 2023**

The October 3, 2023 public hearing of the Bridger Town Council was held at 108 South D Street in Bridger. The Pledge of Allegiance was recited. The meeting was brought to order by Mayor Shultz at 7:00 pm. Council members present were Shala Cullum, Dustin Taylor, Mark DeRudder and Doug Asbury. Others present were Eugene & Ilean Koch and Clerk Kirstin Sweet.

Mayor Shultz asked for public comment on the utility rate increases. Mr. & Mrs. Koch asked what the rate increase would be for a residential property. Clerk Sweet explained what their new rates would be and the four year plan would affect the rates.

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 7:13 pm.

Clifford Shultz, Mayor

ATTEST:

Kirstin Sweet, Town Clerk

**BRIDGER TOWN COUNCIL MINUTES FOR A REGULAR MEETING
HELD ON OCTOBER 10, 2023**

The October 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 at 7:00 pm by Mayor Shultz. Other council members present were Dustin Taylor, Shala Cullum, Mark DeRudder and Doug Asbury. Others present were Dylan Sedlacek, Leza Vargas, Aspen Webb, DES Coordinator Cyrina Allen, 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.

Next on the agenda was the approval of the minutes from the August 29, 2023 budget hearing, the September 5, 2023 regular meeting and the September 19, 2023 special meeting. A motion to approve all the minutes was made by Councilman Asbury, 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 #34445 to #34472. Also, electronic checks #-98113 to #-98106. 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 #34438 to #34444. Also, electronic checks #-85513 to #-85476. Councilman Taylor seconded the motion. 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 committee reports. No reports were offered.

DES Coordinator Cyrina Allen will be late, and a motion was made to move her agenda item to after second reading of ordinance 2023-01. That motion was made by Councilwoman Cullum, seconded by Councilman DeRudder.

Next on the agenda was Special Events Applications. The first is for a benefit to be held at the Civic Center. Mayor Shultz reviewed the application. A motion to approve the application was made by Councilman Taylor, seconded by Councilman Asbury. The motion carried with the votes as follows: Councilman Taylor – aye, Councilwoman Cullum – aye, Councilman DeRudder – aye and Councilman Asbury – aye. The second is for a Candy Cane Festival to be held on Main Street and the Civic Center. Mayor Shultz reviewed the application. A motion to approve the application was made by Councilman DeRudder, seconded by Councilman Asbury. The motion carried with the votes as follows: Councilman Taylor – aye, Councilwoman Cullum – aye, Councilman DeRudder – aye and Councilman Asbury – aye.

Resolution #269 to allow the negotiation of an easement for a new house being built in the Town. Mayor Shultz reviewed the resolution. Discussion was had regarding the lots and whether they should eventually be a street right of way. A motion to approve the resolution was made by Councilwoman Cullum, 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.

Resolution #270 for a water rate increase. Mayor Shultz reviewed the resolution. A motion to approve the resolution was made by Councilman Taylor, seconded by Councilwoman Cullum. The motion carried with the votes as follows: Councilman Taylor – aye, Councilwoman Cullum – aye, Councilman DeRudder – aye and Councilman Asbury – aye.

Resolution #271 for a sewer rate increase. Mayor Shultz reviewed the resolution. A motion to approve the resolution was made by Councilman Asbury, seconded by Councilwoman Cullum. The motion carried with the votes as follows: Councilman Taylor – aye, Councilwoman Cullum – aye, Councilman DeRudder – aye and Councilman Asbury – aye.

Resolution #272 for a garbage rate increase. Mayor Shultz reviewed the resolution. A motion to approve the resolution was made by Councilman Taylor, seconded by Councilwoman Cullum. The motion carried with the votes as follows: Councilman Taylor – aye, Councilwoman Cullum – aye, Councilman DeRudder – aye and Councilman Asbury – aye.

The second reading for Ordinance 2023-01 was next on the agenda. Mayor Shultz reviewed the ordinance. A motion to approve the ordinance was made by Councilman DeRudder, 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.

DES Coordinator Cyrina Allen was not present yet and a motion was made to move her agenda item to after the employee reports. That motion was made by Councilwoman Cullum, seconded by Councilman DeRudder.

The next item for discussion was for investment of the Town’s money. Clerk Sweet explained the options available to the Town. She asked the council to think about the investment options and be ready to decide next month.

The next item was a discussion regarding the need for a new town hall building. Clerk Sweet gave an update. She is still trying to find a time for everyone to get together with the engineer and grant writer.

Attorney Kuntz had nothing more to report.

Judge Kraft presented the stats for the month of September.

Library Director Zentner was not present.

Public Works Director Novakovich updated the council on projects the public works crew is working on.

Chief Buechler presented his stats for the month of September.

Clerk Sweet had nothing to report.

Next was Carbon County DES Coordinator Cyrina Allen. She presented a completed application regarding the Sand Creek Canal Project. She explained the changes made to the report since we approved it last month. A motion to approve the application was made by Councilwoman Cullum, 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.

Mayor and Town Council: Free Food Delivery will be October 12, 2023 in Bridger. Free Food will not be happening regularly during the winter.

There being no further business, Councilwoman Cullum motioned to adjourn. The motion was 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 meeting adjourned at 7:46 pm.

Clifford Shultz, Mayor

ATTEST:

Kirstin Sweet, Town Clerk

Total for Payroll Checks

	Employee	Employer	Amount
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COMA HOURS (Comp Time Accumulated)	9.00		
COMP HOURS (Comp Time Used)	46.75		807.57
HOL HOURS (Holiday Pay)	73.82		1,411.00
REG HOURS (Regular Time)	1,246.50		24,723.30
SICK HOURS (Sick Time)	137.66		2,515.81
TRMS HOURS (Termination Sick Pay)	0.28		3.15
TRMV HOURS (Termination Vacation Pay)	1.41		15.86
VACA HOURS (Vacation Time Used)	88.50		1,761.30
GROSS PAY	31,237.99	0.00	
NET PAY	24,035.03	0.00	
NET PAY (CHECKS)	2,213.82		
NET PAY (DIRECT DEPOSIT)	21,821.21		
DENTAL	0.00	389.00	
FIT	976.22	0.00	
GROUP HEALTH	445.00	8,912.00	
LIFE INSURANCE	0.00	19.60	
MEDICARE	452.97	452.97	
P.E.R.S.	2,401.02	2,756.59	
SIT	991.00	0.00	
SOCIAL SECURITY	1,936.75	1,936.75	
UNEMPL. INSUR.	0.00	109.29	
VISION HEALTH	0.00	81.50	
WORKERS' COMP	0.00	919.56	
ALTANA FED CRED	1,986.28	0.00	
BANK OF BRIDGER	7,518.93	0.00	
FIRST INTERSTAT	245.34	0.00	
STOCKMAN BANK	2,278.74	0.00	
US BANK-MT	2,051.00	0.00	
WELLS FARGO BAN	4,741.05	0.00	
WESTERN SECURIT	2,999.87	0.00	
FIT/SIT BASE	28,836.97	0.00	
MEDICARE BASE	31,237.99	0.00	
PERS BASE	30,392.34	0.00	
SOC SEC BASE	31,237.99	0.00	
UN BASE	31,237.99	0.00	
WC BASE	31,237.99	0.00	
Total		15,577.26	
Total Payroll Expense (Gross Pay + Employer Contributions):		46,815.25	

Check Summary

Payroll Checks Prev. Out.	\$14,633.51
Payroll Checks Issued	\$12,060.92
Payroll Checks Redeemed	\$0.00
Payroll Checks Outstanding	\$26,694.43
Electronic Checks	\$33,725.48

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Social Security	3873.50	3873.50		212000
Medicare	905.94	905.94		212001
P.E.R.S.	5157.61	5157.61		212203
Unempl. Insur.	109.29		109.29	212202
Workers' Comp	919.56		919.56	212201
FIT	976.22	976.22		212002
SIT	991.00	991.00		212200
DENTAL	389.00	389.00		212502
LIFE INSURANCE	19.60	19.60		212502
VISION HEALTH	81.50	81.50		212502
GROUP HEALTH	9357.00	9357.00		212502
Total Ded.	22780.22	0.00	21751.37	1028.85

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

Checks: 34473 to 34475

Electronic Checks: -85475 to -85439

FRANCHISE AGREEMENT
Pursuant to Bridger Town Code 8-200

This Franchise Agreement ("Franchise") is between the Town of Bridger, Montana hereinafter referred to as the "Grantor or Town" and TCT WEST hereinafter referred to as the "Grantee." This Franchise is entered into pursuant to the authority provided by the Town's Charter, Town Ordinance 8-200 and subsequent, and Sections 7-14-4101 and 7-1-4123(8) MCA.

The Grantor hereby acknowledges that the Grantee has substantially complied with the material terms and conditions required by the Town's Franchise Ordinance. Based on the documents prepared and submitted by Grantee, Grantor has concluded it appears the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the requirements of the proposed facilities and services, and proposed area of service while protecting the Town's best interest when utilizing the Town's public rights-of-way ("Streets").

1. Definitions:

a. "Town" or "Grantor" means the Town of Bridger, a municipal corporation of the State of Montana and includes all areas incorporated within the Town Limits as of the effective date of this Agreement and any other areas subsequently added by annexation or other means.

b. "Facilities" means all infrastructure and equipment, including but not limited to, fiber optic cable, wire, and conduit installed within the Service Area and Streets of the Town.

c. "Franchise" means the non-exclusive authorization granted hereunder of a franchise, privilege, permit or license to install, construct, operate and maintain a Fiber Optic Telecommunications System within the Service Area and Streets of the Town.

d. "Service Area" shall mean the geographic boundaries of the Grantor and any other areas subsequently added by annexation or other means.

e. "Streets" means the public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, alleys, sidewalks, boulevards, and other rights-of-way and easements, and the public grounds, places or water within the existing geographic boundaries of Grantor and any other areas subsequently added by annexation or other means.

f. "Subscriber" means any person lawfully receiving service from the Grantee.

2. Granting of Franchise. The Grantor hereby grants to Grantee a non-exclusive Franchise for the use of certain portions of the Streets within the Service Area for the installation, construction, operation and maintenance of the Fiber Optic System, upon the terms and conditions set forth herein.

Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Fiber Optic System that is not prohibited by federal or state law, or Town ordinance.

3. Term. The Franchise shall be for a term often (10) years, commencing on the Effective Date of this Franchise as set forth in Section 14. This Franchise will be automatically extended for an additional term of five (5) years from the expiration date as set forth in Section 14, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations) at least one (1) year before the expiration of this Franchise. If such a notice is given, the parties will begin negotiating a new Franchise.

4. Use of the Streets, Rights-of-Way and Dedicated Easements.

a. Grantee shall have the right to use the Streets of the Grantor for the installation, construction, operation and maintenance of the Fiber Optic System, including the right to repair, replace and enlarge and extend the Fiber Optic System, provided that Grantee shall utilize the facilities of utilities whenever practicable.

b. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground.

c. Grantee shall obtain prior approval of the Mayor before it shall remove, trim, cut and keep clear of the Fiber Optic System, the trees in and along the Streets and right-of-way of the Grantor.

d. Grantee in the exercise of any right granted to it by the Franchise shall, at no cost to the Grantor, promptly repair or replace any facility or service of the Grantor, or other Franchisee or user of the right-of-way which Grantee damages, including but not limited to any Street or sewer, electric facility, water main, fire alarm, police communication or traffic control.

5. Maintenance of the System.

a. Grantee shall, at all times, employ ordinary care in the maintenance and operation of the Fiber Optic System so as not to endanger the life, health or property of any citizen of the Town or the property of the Town.

b. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

c. The Fiber Optic System shall be designed, constructed and operated to meet the standard conditions imposed by the Town by and through its Public Works Director. At a minimum, the fiber optic cable:

(1) Shall be placed within 5 feet of the right-of-way interior regardless of other underground facilities in place, unless otherwise authorized by the Town;

- (2) Shall be placed at least 36-48 inches deep, unless waived by the Town;
- (3) Must have a warning tape 18 inches above the cable, unless the cable is placed by directional drilling (aka “boring”); and
- (4) Aboveground markings should be in at least 500 foot intervals and at all crossings.

6. Service. The Grantee shall continuously maintain and operate its Fiber Optic System to provide access to the inhabitants, offices, businesses, commercial enterprises, churches, charities and professional establishments and governmental entities within the town to fiber optic services which provide for high-speed internet in sufficient quantity to supply the demand of customers within the town who may be served under the provisions of this agreement, within the Service Area so long as this Franchise is in effect.

7. Insurance/Indemnity.

a. The Grantee shall maintain throughout the term of the Franchise Insurance in amounts at least as follows:

Workers' Compensation Statutory Limits

Commercial General Liability \$1,000,000 per occurrence, Combined Single Liability (C.S.L.) \$2,000,000 General Aggregate;

Auto Liability including coverage on \$1,000,000 per occurrence (C.S.L.) all owned, non-owned hired autos;

Umbrella Liability \$1,000,000 per occurrence C.S.L.

b. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

c. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

d. Grantee hereby agrees to indemnify and hold the Grantor, including its agents and employees, harmless from any claims or damages resulting from the actions of Grantee in installation, constructing, operating or maintaining the Fiber Optic System. Grantor agrees to give the Grantee written notice of its obligation to indemnify Grantor within ten (10) business days of receipt of a claim or action pursuant to this section. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of Grantor, Grantor's employees or agents. Grantee hereby waives all rights of subrogation against Grantor.

8. Revocation.

a. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the

Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If Grantee has not cured the breach within such sixty (60) day time period or if the Grantor has not otherwise received a satisfactory response from Grantee, the Grantor may revoke the Franchise through an action of the Town Council at either a regular or special council meeting.

b. At the Council Meeting, the Grantor shall provide the Grantee the opportunity to provide the Town Council with its position on the matter and present evidence and testimony. The Town Council may review such other evidence and hear such other testimony as it deems appropriate. The Town Council shall take action to revoke or not revoke the Franchise or take such other action as it deems advisable. The Grantee may appeal such determination to an appropriate court for its review.

c. Upon revocation of the Franchise, Grantee shall remove the Fiber Optic System from the Streets of the Grantor, or with the Grantor's express and written permission, abandon the Fiber Optic System in place.

9. Equal Protection. If any other provider of similar services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other state or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

10. Notices, Miscellaneous.

a. Unless otherwise provided by federal, state or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, private delivery service such as UPS or Federal Express with delivery confirmation or electronic mail communication to the designated electronic mail address provided below.

Grantor: Town of Bridger, 108 S. D Street Bridger, Montana 59014; Clerk

Grantee: TCT West.

b. All provisions of this Franchise shall apply to the respective patties, their lawful successors, transferees and assigns.

c. If any particular section of this Franchise shall be held invalid, the remaining provisions and their application shall not be affected thereby.

11. Venue and Jurisdiction.

Venue and Jurisdiction for any court action with respect to this agreement shall be in the Montana Twenty-Second Judicial District Court of Carbon County. Each party agrees that this Agreement shall not be supplemented, amended or modified in any manner whatsoever and no provision hereof shall be waived, except in all cases by an instrument in writing signed by the party to be charged with performance.

12. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's System may be attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

13. Franchise Fee. As a material term of this Franchise, and in consideration of the right provided Grantee to occupy Town Streets for the purpose of installing and operating a Fiber Optic System within the Town, Grantee agrees:

a. To timely pay all future fees or taxes adopted by the Town in accordance with Montana law pertaining to Grantee's operations within the Town.

b. Proceeds of any future adopted fee or tax shall be paid to the Town in accordance with the terms of any adopting document or, if not specified in such document, no later than 30 days after the end of each calendar quarter (quarters shall end at the end of March, June, September and December).

c. Should Grantee be prevented by law from collecting a fee or tax adopted by the Town or any portions thereof, then Grantee shall be excused from the collection and distribution of the fee or tax.

d. Pursuant to Bridger Town Code § 8-204 the parties agree that a franchise fee of one percent (1%) of the Grantee's gross revenues is hereby imposed upon the conduct of the grantee's telecommunications system within the town.

14. Effective Date. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise and approval by the Town Council. This Franchise shall expire as provided herein or by the mutual agreement of Grantor and Grantee.

15. Acceptance and Entire Agreement. The Grantor and the Grantee, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Franchise. The Franchise and submittals Grantee provides the Town pursuant to the Franchise and Town's Franchise

Ordinance constitute the entire agreement between the Grantor and the Grantee. No modifications to this Franchise may be made without an appropriate written amendment signed by both parties.

Town of Bridger

TCT West

By: _____
Mayor

By: _____

Attest: _____
Town Clerk

Its: _____

Dated: _____

Dated: _____

End of Period Disbursement Detail
 Bank Account: Bank of Bridger - 110582
 From 10/31/2023 to 10/31/2023
 Total Only

Check Number: None

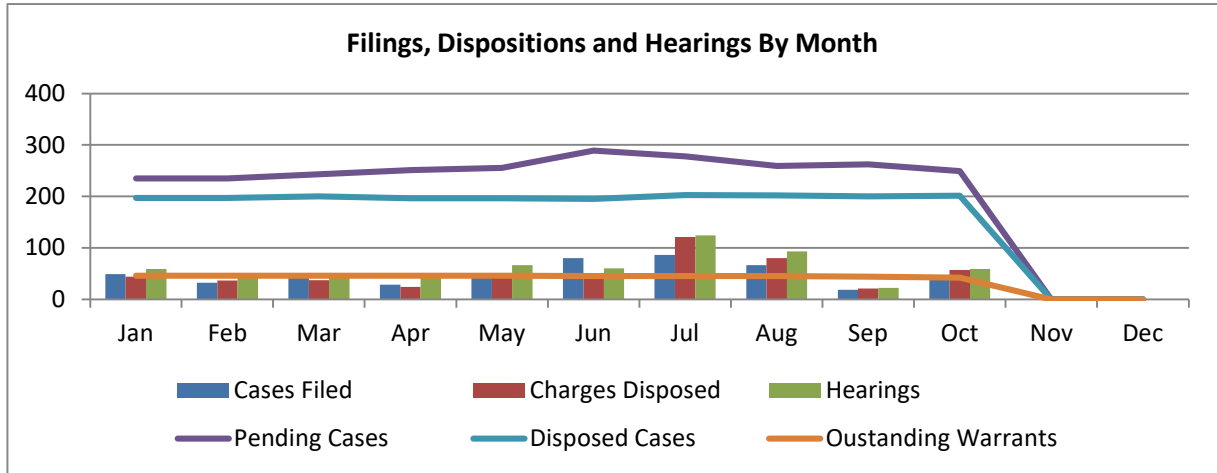
Date	Description	Case Number	Payer	Citation No.	Amount
Account 200-177 - Criminal Conviction Surcharge 7467 MCA 3-1-318					
Account 200-177 Total:					\$112.17
Account 200-210 - Fines / Forfeitures - 1000 & 7451 (50/50 Split)					
Account 200-210 Total:					\$3,423.78
Bank Reconciliation Journal Entry: Move Sept interest to Fines & Forfeitures					
Account 200-250 - Misdemeanor Surcharge					
Account 200-250 Total:					\$195.00
Account 200-340 - Technology Surcharge - 7458					
Account 200-340 Total:					\$72.52
Check Total:					\$ 3,803.47
Report Total:					\$3,803.47

Bridger City Court

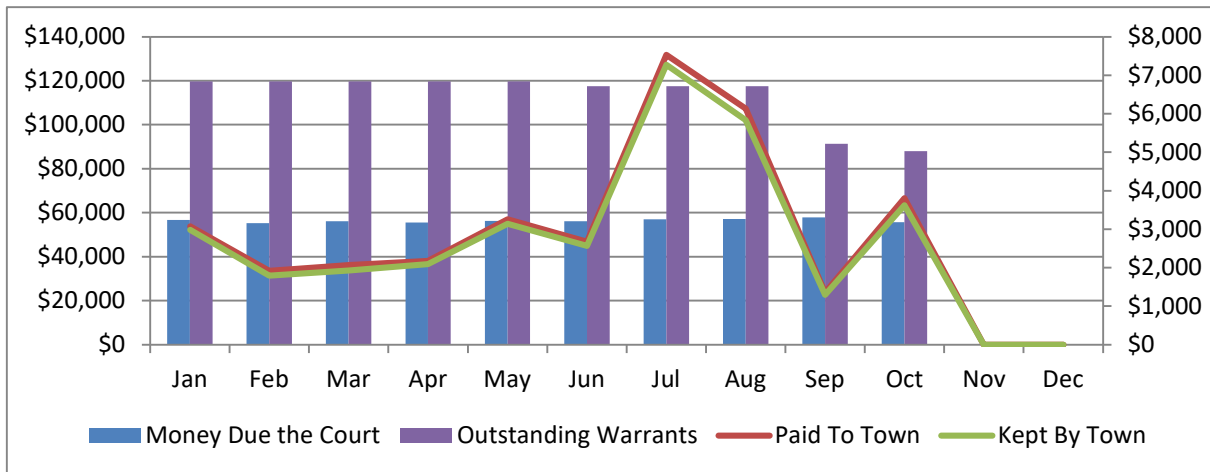
2023 Summary Report

November 1, 2023
 by Bert Kraft, Bridger City Judge

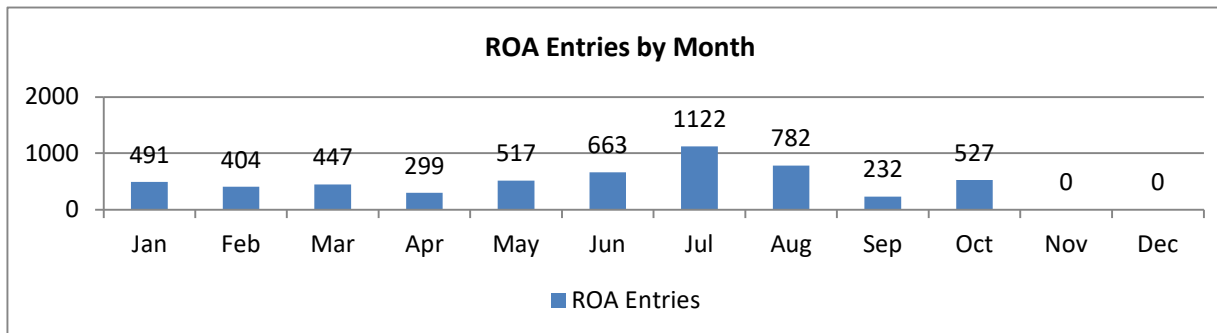
Activity CW2: 1003 H: 617



Financials PAID: \$33,989.39



Docket TOT: 5,484



Bridger City Court

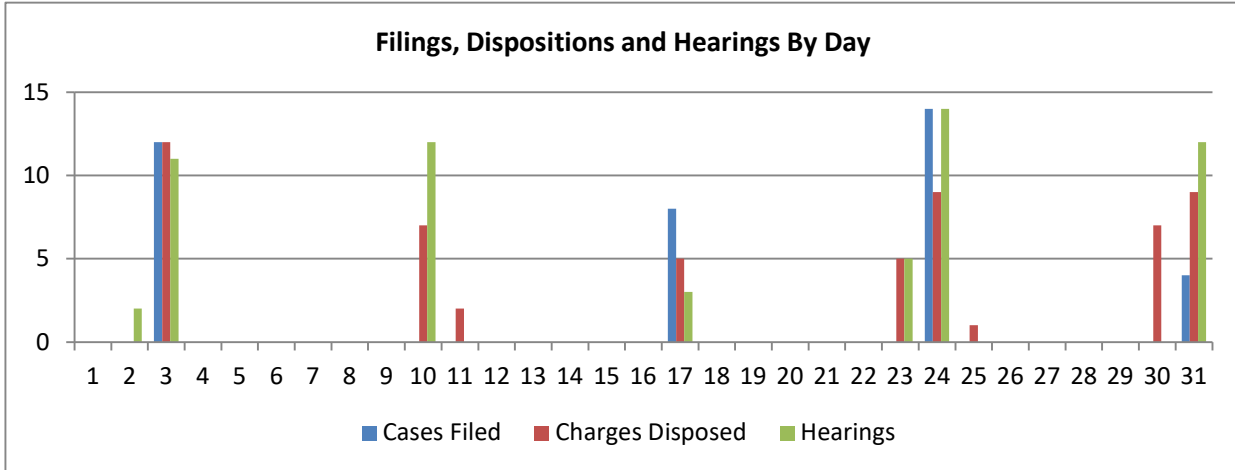
October 2023 Summary Report

November 1, 2023

by Bert Kraft, Bridger City Judge

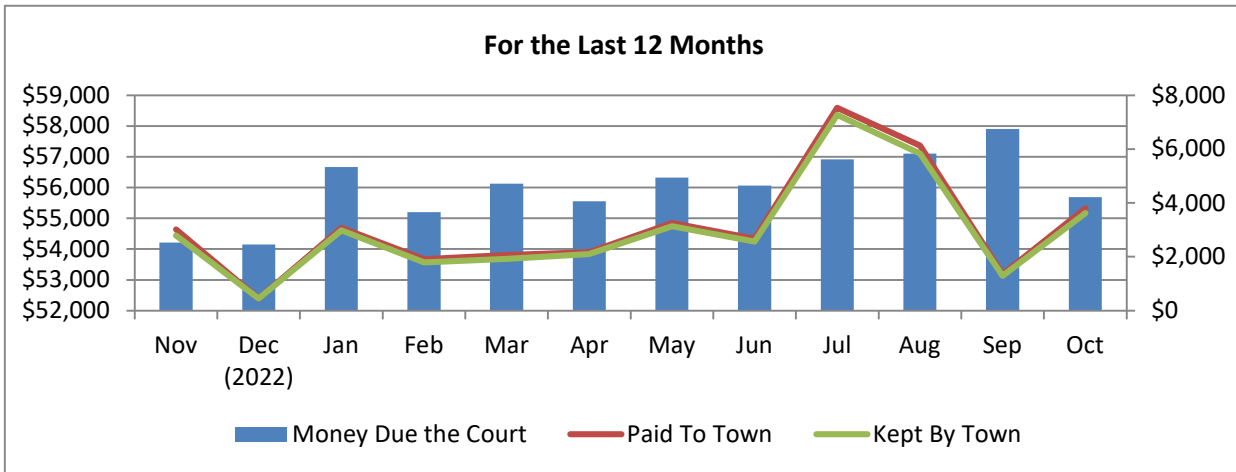
CW2: 95 H: 59
 P: 249 D: 201 W: 42

Activity



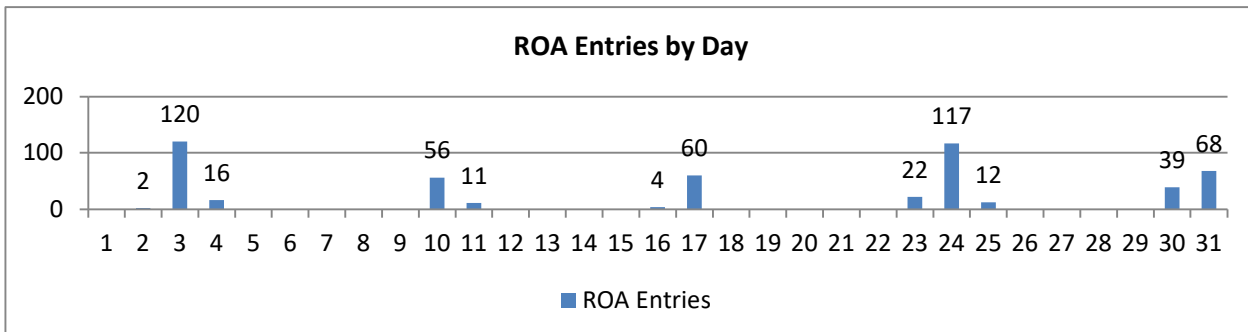
Financials

PAID: \$3,803.47 DUE: \$55,686.54 W: \$88,039.00



Docket

TOT: 527



Journal

Entry	Hours	78
10/3/2023 Open Court	7	
10/4/2023 Compliance Court	7	
10/10/2023 Open Court	7	
10/11/2023 Compliance Court	5	
10/16/2023 Office	7	
10/17/2023 Open Court	7	
10/18/2023 Compliance Court	3	
10/23/2023 Office	7	
10/24/2023 Open Court	7	
10/25/2023 Compliance Court	7	
10/30/2023 Office	7	
10/31/2023 Open Court	7	

BRIDGER POLICE STATS FOR MONTH ENDING 10-31-23

TRAFFIC

Speeding 35

REG 2/SUSPENDED 1

WARNINGS 35

AGANCY ASSIST (INCLUDING AMBULANCE) 16 Crashes 5

WELFARE CHECK 8

CITIZEN ASSIST 20

BAR WALK THRU 45

DISTURBANCE 4

Pursuit 1 started in county came into town and ended in county

Halloween was quiet .

Alice training at school /Olson DSVS training .

QUESTIONS????

