

BRIDGER TOWN COUNCIL AGENDA
MEETING TIME IS TUESDAY FEBRUARY 4, 2020 AT 7:00 PM,
BRIDGER TOWN HALL, 108 S D STREET

Tuesday, February 4, 2020

PLEDGE OF ALLEGIANCE:

CALL TO ORDER:

PUBLIC COMMENT:

APPROVAL OF MINUTES FROM PREVIOUS MEETING: 01-07-2020 meeting

APPROVE CLAIMS:

APPROVE PAYROLL SUMMARY:

COMMITTEE REPORTS:

- Area Parks & Recreation District Report
- Planning Board
- Carbon County Conservation District
- Hazard Mitigation Planning Committee

FACTORY BUILDING LEASE: Bridger Community Food Bank

ADOPT THE CARBON COUNTY HAZARD MITIGATION PLAN:

CAPITAL IMPROVEMENTS PLAN:

RODEO GROUNDS:

TOWN ATTORNEY: Hope Freeman

TOWN JUDGE: Bert Kraft

LIBRARY DIRECTOR: Krystal Zentner

PUBLIC WORKS DIRECTOR: Tim Goldsberry

POLICE REPORT: Mike Buechler

TOWN CLERK: Kirstin Sweet

MAYOR: Cliff Shultz

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 7, 2020**

The January 7, 2020 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 Mayor Shultz at 7:00 pm. Council members present were Dustin Taylor, Shala Cullum, Mark DeRudder and Doug Asbury. Others present were County Commissioner Bill Bullock, County Commissioner Pits DeArmond, Sergeant Codi Peters, Officer Robert Trask, Steven Fendler, Dillon Thomas, Attorney Hope Freeman, Judge Bert Kraft, Chief Mike Buechler and Clerk Kirstin Sweet.

The next item on the agenda was public comment. Commissioner Bullock reported that the Bridger senior Center had been awarded a grant from the Coal Board to fully fund the repairs needed for their building. The grant award was \$57,500.000. Councilman DeRudder asked the commissioners about the new radio system. They reported that the radio system is not fully functional yet. Councilman DeRudder also asked about the public hearing for the proposed detention center. They stated that the meeting will take place in Bridger at the Senior Center on January 23, 2020. Sergeant Peters reported that her car is broke down and she will be using the reserve car.

The next item on the agenda was election of a council president. Councilwoman Cullum made a motion to elect Councilman DeRudder as the new council president. 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 approval of the minutes from the December 3, 2019 meeting. Councilwoman Cullum asked for a correction to be made to the minutes under public comment. Councilwoman Cullum motioned to approve the minutes with corrections. It 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 of business was the approval of claims. The department heads answered questions regarding the claims. Councilwoman Cullum motioned to approve claims with check numbers #32425 to #32455. Also, electronic check numbers #-98375 to #-98369. 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 was the Payroll Summary. Councilwoman Cullum motioned to approve the Payroll Summary including check numbers #32411 to #32421. Also, electronic checks #-87131 to #-87104. 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.

Committee reports was the next item on the agenda. No committee reports.

The lease with the county commissioners was next on the agenda. The Commissioners would like to fence a one-acre portion so that some vehicles can be secured. Commissioner Bullock stated they just wanted to get permission from the council before moving forward with the fence. A motion to approve the fence 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.

Special events application was next on the agenda. There was one application from the Jim Bridger Days committee. It was for Brew Fest/February Fiesta. Mayor Shultz read the application. Clerk Sweet explained the change from a brew fest to a February fiesta. A motion to approve the application was made by Councilman Taylor, 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 of business was appointment of Mark DeRudder to the Carbon County Airport Board. A motion to appoint Mark DeRudder was made by Councilwoman Cullum and seconded by Councilman Asbury. The motion carried with the votes as follows: Councilman Taylor – aye, Councilwoman Cullum – aye, Councilman DeRudder – abstain and Councilman Asbury – aye.

The fire department was next on the agenda. They were here last month asking about money to purchase new fire equipment. Steve Fendler and Dillon Thomas spoke to the council regarding the need for new fire equipment and the possibility of a new structure truck. There was much discussion regarding the number of calls in town versus out of town as well as the amount of use that turnouts get in fires and for other calls such as motor

vehicle accidents. There was also discussion regarding the town's structure truck and at what age does it need to be replaced. Mayor Shultz suggested that we deal with the equipment purchases for now and deal with the structure truck another time. More discussion ensued regarding the air packs and extra bottles as well as discussion regarding the possible need for a fire mill in city limits. The Fire department figures if they save \$12,000.00 per year, they won't be in this position again as they would always have the funds needed to purchase replacement equipment. Ultimately, we need to operate within the set budget for this year. Clerk Sweet suggested they purchase 2 sets of turnouts for this fiscal year, even though it will stretch that budget to do so, and then deal with the rest of it at budget time. Councilman Asbury motioned to allow the firemen to purchase 2 sets of turnouts. 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.

Next on the agenda was the capital improvements plan. We started working on this last month and just need to keep thinking about what needs to be on the list. There was discussion regarding a community needs survey to get the public involved. Clerk Sweet has an example of one from another town. She will send it out to the council for review and we can discuss it next month.

Rodeo grounds was next on the agenda. There was discussion regarding the best way to manage the grounds and how to provide access to the public in such a way that also protects the town's property. Attorney Freeman will draft a use agreement for review at the next meeting.

Attorney Freeman had nothing to report.

Judge Kraft presented his stats for December as well as his yearend stats.

Library Director Zentner was not present.

Public Works Director Goldsberry was not present.

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

Clerk Sweet informed the council that there is an elected officials workshop in May.

Mayor Shultz had nothing to report.

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. Meeting adjourned at 8:53 pm.

ATTEST:

Clifford Shultz, Mayor

Kirstin Sweet, Town Clerk

Total for Payroll Checks

	Employee	Employer	Amount
COMA HOURS (Comp Time Accumulated)	29.26		
COMP HOURS (Comp Time Used)	39.00		583.12
HOL HOURS (Holiday Pay)	125.36		2,260.08
REG HOURS (Regular Time)	1,026.50		19,890.71
VACA HOURS (Vacation Time Used)	118.50		2,216.08
GROSS PAY	24,949.99	0.00	
NET PAY	18,722.15	0.00	
NET PAY (CHECKS)	4,735.76		
NET PAY (DIRECT DEPOSIT)	13,986.39		
DENTAL	0.00	297.00	
FIT	1,212.41	0.00	
GROUP HEALTH	320.00	5,497.00	
LIFE INSURANCE	0.00	16.80	
MEDICARE	361.77	361.77	
P.E.R.S.	1,862.79	2,044.37	
SIT	924.00	0.00	
SOCIAL SECURITY	1,546.87	1,546.87	
UNEMPL. INSUR.	0.00	112.26	
VISION HEALTH	0.00	60.14	
WORKERS' COMP	0.00	987.72	
ALTANA FED CRED	1,977.08	0.00	
BANK OF BRIDGER	2,582.83	0.00	
FIRST INTERSTAT	285.87	0.00	
STOCKMAN BANK	1,761.54	0.00	
US BANK	1,531.09	0.00	
WELLS FARGO BAN	3,254.88	0.00	
WESTERN SECURIT	2,593.10	0.00	
FIT/SIT BASE	23,087.20	0.00	
MEDICARE BASE	24,949.99	0.00	
PERS BASE	23,579.56	0.00	
SOC SEC BASE	24,949.99	0.00	
UN BASE	24,949.99	0.00	
WC BASE	24,949.99	0.00	
Total		10,923.93	
Total Payroll Expense (Gross Pay + Employer Contributions):		35,873.92	

Check Summary

Payroll Checks Prev. Out.	\$1,170.04
Payroll Checks Issued	\$10,926.71
Payroll Checks Redeemed	\$0.00
Payroll Checks Outstanding	\$12,096.75
Electronic Checks	\$23,847.24

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

02/02/20
13:40:06

TOWN OF BRIDGER
Payroll Summary For Payrolls from 01/01/20 to 01/31/20

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Report ID: P130

Social Security	3093.74		3093.74		212000
Medicare	723.54		723.54		212001
P.E.R.S.	3907.16		3907.16		212203
Unempl. Insur.	112.26			112.26	212202
Workers' Comp	987.72			987.72	212201
FIT	1212.41		1212.41		212002
SIT	924.00		924.00		212200
DENTAL	297.00		297.00		212502
LIFE INSURANCE	16.80		16.80		212502
VISION HEALTH	60.14		60.15	-0.01	212502
GROUP HEALTH	5817.00		5817.00		212502
Total Ded.	17151.77	0.00	16051.80	1099.97	

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

Checks: 32422 to 32424 & 32457 to 32460

Electronic Checks: -87103 to -87079

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this _____ day of February, 2020, 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 LORNA OLSON, 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.

1. **DESCRIPTION OF LEASED PREMISES**. The premises leased, hereinafter called "leased premises," is described as a 10 x 16 room (formerly used as an office) of the building located in Lot 1 of the Bridger Industrial Park, Bridger, Montana (Building).
2. **PRIMARY TERM-RENEWAL OPTION**. The Lease term is granted for a period of **one (1) year from March 1, 2020 through March 1, 2021**. The Town of Bridger reserves the right to terminate the lease in the event that the Town sells the rental premises. The Town shall provide Lessee with 30 days notice in the event to early termination.

Lessee must give Lessor at least 30 days advance written notice, prior to the expiration of the Lease, of her intent to renew. The parties must then agree upon the new rental prior to the expiration date.
3. **RENTAL**. None since Lessee is a non-profit organization.
4. **TAXES AND INSURANCE**. Lessor shall be responsible for real property taxes and structural liability insurance. Lessee shall be responsible for personal property taxes and personal property/business liability insurance.

5. **UTILITIES, COMMON AREA MAINTENANCE.** "Base utilities" are the minimal utility costs the landlord would incur if the building were vacant in order to keep the sprinkler system lines from freezing in the winter. The historical base utilities average \$7,200 annually. Should the annual utility costs for the building exceed \$7,200 in any one calendar year, the tenant shall be charged for their proportionate share of the utility's cost in excess of \$7,200.
6. **SECURITY DEPOSIT.** N/A.
7. **USE.** Lessee plans to use the leased premises for 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 have executing this instrument on the day and year first above written.

LESSOR

CLIFFORD SHULTZ
TOWN OF BRIDGER

LESSEE

LISA PRICE
COMMUNITY FOOD BANK

RODEO GROUNDS YEARLY MEMBERSHIP CONTRACT

Rental Fee: \$30.00 yearly fee. This yearly fee entitles the member access to a key to the rodeo grounds. Upon request of the member during normal business hours, the member may obtain a key from Bridger Town Hall for access to the rodeo grounds. Member must return the key to the Town Hall once done using the rodeo grounds.

Other Membership Rules:

1. No alcoholic beverages may be sold on the rodeo ground premises without prior approval of the Town Council pursuant to the Town's Special Events Policy.
2. Before obtaining the key to access the rodeo grounds, the member must sign a waiver of liability form available at the city clerk's office.
3. The keys are available on a first come/first serve basis. If the rodeo grounds is already in use by another member and the two members cannot use the rodeo grounds at the same time, the member who obtains the key and access first has priority.
4. NO smoking on the rodeo grounds.
5. Immediately report any damage to the rodeo ground facility to the Town Hall. The last member using the rodeo grounds prior to discovery of the damage will be deemed responsible for the damage.
6. If a member causes damage to the rodeo grounds, then the damage must be fixed within 48 hours at the member's expense. Any damage that remains unfixed may be cause for revocation of membership and other remedies provided by law.
7. The Town of Bridger is not responsible for damage to any personal property brought to the rodeo grounds by a member. Any personal property not owned by the Town must be removed from the rodeo grounds once the member is done using the rodeo grounds.

The Town of Bridger welcomes everyone to enjoy and use the Bridger rodeo grounds. This contract assures that the rodeo grounds will be used responsibly. All the above rules are subject to change by the Town Council as the need arises.

Renter's Name: _____ Date Rented: _____

Renter's Address: _____ Phone #: _____

I _____ (please print) have read the above rules and having understood them, will comply with the rules.

SIGNATURE

DATE

IGNATURE

DATE

Paid From	Payee	Account	Disbursement	
			Number	Amount
100-01 Cash	City Treasurer	200-185 Criminal Conviction Surcharge 7467 MCA 3-1-318	1345	100.00
100-01 Cash	City Treasurer	200-210 Fines / Forfeitures - 7451	1340	5496.67
100-01 Cash	City Treasurer	200-250 Misdemeanor Surcharge - City	1341	150.00
100-01 Cash	City Treasurer	200-340 Technology Surcharge - 7458	1342	80.00
100-01 Cash	City Treasurer	200-380 Victim Witness Admin Fee	1343	4.67
100-01 Cash	City Treasurer	200-390 Victim Witness Surcharge - 7699-2	1344	177.00
			Subtotal:	6008.34
			Total:	6008.34