

**BRIDGER TOWN COUNCIL AGENDA**  
**MEETING TIME IS TUESDAY APRIL 6, 2021 AT 7:00 PM,**  
**BRIDGER TOWN HALL, 108 S D STREET**

Tuesday, April 6, 2021

PLEDGE OF ALLEGIANCE:

CALL TO ORDER:

PUBLIC COMMENT:

APPROVAL OF MINUTES FROM PREVIOUS MEETING: 03-09-2021 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:

- Curt and Joann Peters Anniversary Party

LEASE AGREEMENT:

- Carbon Equipment Repair

RESOLUTION #232: Intention to Increase Rates for the Users of Town Services

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 9, 2021**

The March 9, 2021 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 (arrived late), Mark DeRudder and Doug Asbury. Others present were Steve Fendler, Dillon Thomas, Ben Henry, John Price, Matt Boggio, Carl Jones, Sargent Codi Peters, Public Works Director Randy Novakovich, Police Chief Mike Buechler and Clerk Kirstin Sweet.

The next item on the agenda was public comment. no public comment.

Next on the agenda was the approval of the minutes from the February 9, 2021 regular meeting and public hearing. Councilman Taylor motioned to approve the minutes, seconded by Councilman Asbury. The motion carried with the votes as follows: Councilman Taylor – aye, Councilman DeRudder – aye and Councilman Asbury – aye.

The next item of business was the approval of claims. The department heads answered questions regarding the claims. Councilman DeRudder made a motion to approve the claims including check # 33073 as well as check #33077 to #33110. Also, electronic checks #-98304 to #-98299. The motion was seconded by Councilman Asbury. The motion carried with the votes as follows: Councilman Taylor – aye, Councilman DeRudder – aye and Councilman Asbury – aye.

Next on the agenda was the Payroll Summary. Councilman Asbury motioned to approve the payroll summary including check #33038 and #33074 to #33075. Also, electronic checks #-86707 to #-86679. Councilman Taylor seconded the motion. The motion carried with the votes as follows: Councilman Taylor – aye, Councilman DeRudder – aye and Councilman Asbury – aye.

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

The next item on the agenda was special events applications. The first was from the Bridger Volunteer Fire Department for a retirement party at the civic center on April 10th, 2021. Mayor Shultz read the application. Councilman DeRudder made a motion to approve the application with restrictions. The motion was seconded by Councilman Taylor. The motion carried with the votes as follows: Councilman Taylor – aye, Councilman DeRudder – aye and Councilman Asbury – aye. The second application was from the Yellowstone Region SCCA for an event at the airport on May 22 and 23, 2021. Councilman Asbury made a motion to approve the application with restrictions. The motion was seconded by Councilman Taylor. The motion carried with the votes as follows: Councilman Taylor – aye, Councilman DeRudder – aye and Councilman Asbury – aye.

Councilwoman Cullum arrived.

A few members of the Bridger Volunteer Fire Department were present to discuss with the council options for additional funding for the fire department. The department members explained to the council the process of annexation into the rural fire district. Another option would be to ask the voters for a “fire tax” on the properties in town limits. The third option would be for the Town to allocate more general fund money to the fire department. Discussion was had regarding the different options, prices of equipment and trucks as well as how the different options would work moving forward. The council would want to represent the public and will do so when the time comes.

The next item on the agenda was the MMIA property renewal. Clerk Sweet presented the valuations for vehicles, mobile equipment and locations. A motion to approve the valuations was made by Councilwoman Cullum, seconded by Councilman Asbury. The motion carried with the votes as follows: Councilman Taylor – aye, Councilwoman Cullum – aye, Councilman DeRudder – aye and Councilman Asbury – aye.

The next item on the agenda was to set a time line for the water, sewer & garbage rate increase. Councilwoman Cullum motioned to approve the time line schedule with the proposed changes. 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.

Attorney Kuntz was not present.

Judge Kraft presented was not present but left the stats for February.

Library Director Zentner was not present.

Public Works Director Novakovich updated the council on projects that are ongoing.

Chief Buechler presented his stats for the month of February.

Clerk Sweet had nothing to report.

Mayor and Town Council: Councilwoman Cullum reported that Free Food Delivery will be March 23, 2021 at 2:00 pm at the factory building.

There being no further business Councilman DeRudder motioned to adjourn. The motion was seconded by Councilman Taylor. The motion carried with the votes as follows: Councilman Taylor – aye, Councilwoman Cullum – aye, Councilman DeRudder – aye and Councilman Asbury – aye. Meeting adjourned at 8:28 pm.

ATTEST:

\_\_\_\_\_  
Clifford Shultz, Mayor

\_\_\_\_\_  
Kirstin Sweet, Town Clerk

Total for Payroll Checks

	Employee	Employer	Amount
COMP HOURS (Comp Time Used)	21.00		300.40
HOL HOURS (Holiday Pay)	55.99		1,016.45
REG HOURS (Regular Time)	1,066.25		20,835.40
SICK HOURS (Sick Time)	77.50		1,313.28
VACA HOURS (Vacation Time Used)	113.74		2,041.04
VOLN HOURS (Volunteer Fireman)	46.00		6,900.00
GROSS PAY	25,506.57	0.00	
NET PAY	19,441.92	0.00	
NET PAY (CHECKS)	2,581.03		
NET PAY (DIRECT DEPOSIT)	16,860.89		
DENTAL	0.00	356.00	
FIT	984.28	0.00	
GROUP HEALTH	370.00	7,173.00	
LIFE INSURANCE	0.00	16.80	
MEDICARE	369.86	369.86	
P.E.R.S.	1,841.09	2,043.88	
SIT	918.00	0.00	
SOCIAL SECURITY	1,581.42	1,581.42	
UNEMPL. INSUR.	0.00	109.04	
VISION HEALTH	0.00	76.65	
WORKERS' COMP	0.00	1,036.58	
ALTANA FED CRED	2,420.63	0.00	
BANK OF BRIDGER	3,389.57	0.00	
FIRST INTERSTAT	246.38	0.00	
STOCKMAN BANK	1,862.80	0.00	
USAA	1,230.27	0.00	
WELLS FARGO BAN	3,068.04	0.00	
WESTERN SECURIT	2,721.98	0.00	
YELLOWSTONE BNK	1,921.22	0.00	
FIT/SIT BASE	23,665.48	0.00	
MEDICARE BASE	25,506.57	0.00	
PERS BASE	23,305.10	0.00	
SOC SEC BASE	25,506.57	0.00	
UN BASE	24,231.57	0.00	
WC BASE	32,406.57	0.00	

Total 12,763.23  
 Total Payroll Expense (Gross Pay + Employer Contributions): 38,269.80  
 \*\*\* PAYROLL REGISTER + VOLUNTEER PAYROLL REGISTER = PAYROLL SUMMARY \*\*\*  
 Total Discounts: 172.91  
 Total Payroll Expense (Less Discounts): 38,096.89

Check Summary

Payroll Checks Prev. Out.	\$5,907.71
Payroll Checks Issued	\$12,827.83
Payroll Checks Redeemed	\$0.00
Payroll Checks Outstanding	\$18,735.54

Electronic Checks \$26,864.44

Deductions Accrued		Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Social Security	3162.84		3162.84		212000
Medicare	739.72		739.72		212001
P.E.R.S.	3884.97		3884.97		212203
Unempl. Insur.	109.04	204.69	313.74	-0.01	212202
Workers' Comp	1036.58	1390.68	2254.35	172.91	212201
FIT	984.28		984.28		212002
SIT	918.00		918.00		212200
DENTAL	356.00		356.00		212502
LIFE INSURANCE	16.80		16.80		212502
VISION HEALTH	76.65		76.65		212502
GROUP HEALTH	7543.00		7543.00		212502
Total Ded.	18827.88	1595.37	20250.35	172.90	

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

Checks: 33076 and 33111 to 33116

Electronic Checks: -86678 to -86645

**TOWN OF BRIDGER  
SPECIAL EVENTS APPLICATION**

Name/ Purpose of Special Event: 61<sup>st</sup> Anniversary Party  
Area Proposed for Special Event: Civic Center  
Date and Duration of Special Event: June 12, 2021  
Number of People Anticipated to Attend: 300

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). \$100<sup>00</sup>

**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** 150<sup>00</sup>.

**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.

3/15/2021  
Date

Jo Ann Peters  
Signature of Applicant

Address: 60 Peters Rd  
Bridger, MT 59014  
Phone #: 406-662-3360

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 1<sup>st</sup> day of May, 2021 by and between the TOWN OF BRIDGER, with a mailing address of 108 South D. Street, Bridger, Montana 59014, herein referred to as "LESSOR," and Carbon Equipment Repair, LLC., with a mailing address of P.O. Box 732, Bridger 59014, herein referred to as "LESSEE."

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

1. **DESCRIPTION OF LEASED PREMISES.** The premises leased, hereinafter called "leased premises" is described as a space located inside the "Factory Building" located at 206 North D Street, Bridger, Montana 59014. The space leased will be a 75 ft by 60 ft space indoor and a 6300 square foot space outdoor. All spaces are outlined in GREEN on the map attached hereto.
2. **PRIMARY TERM.** The lease term is for twelve (12) months beginning on the date this lease is signed by the parties and continuing to April 30, 2022. The Town of Bridger reserves the right to terminate the lease in the event that the Town sells the rental premises or has another use for the rental premises. The Town shall provide Lessee with 30 days notice in the event to early termination.
3. **RENTAL.** Lessee agrees to pay Lessor for use of the leased premises a rental fee, commencing on the date of occupancy, in the amount of **\$513.00 per month**. All rental payments shall be made payable to Lessor and mailed United States Mail to 108 South D. Street, Bridger, Montana 59014.
4. **TAXES AND INSURANCE.** Lessor shall be responsible for real property taxes & structural/liability insurance. Lessee shall be responsible for personal property taxes and personal property/business liability insurance. The Lessee also agrees to add the Town of Bridger to its business liability insurance as a second insured.



5. **UTILITIES, COMMON AREA MAINTENANCE.** "Base utilities" are the minimal utility costs the landlord would incur if the building were vacant in order to keep the sprinkler system lines from freezing in the winter. The historical base utilities average \$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 utilities costs in excess of \$7,200.
6. **USE.** Lessee shall not commit waste upon the leased premises, and covenant and agree to keep and maintain the premises in a clean and sanitary condition at all times at a standard comparable to its present condition. Upon termination of the tenancy, Lessees shall surrender the premises to the Lessor in as good a condition as when received, ordinary wear and tear excepted.
7. **MAINTENANCE, REPAIR AND REPLACEMENT.** Lessor shall maintain, repair and replace all of the structural elements of the Premises. The heating, ventilation and air-conditioning system shall be maintained by Lessor.
8. **ALTERATIONS AND IMPROVEMENTS.** Lessee shall not make any alterations, improvements, or additions to or upon the leased premises without first obtaining the written consent of the Lessor. Lessor shall have the right to require Lessees to supply sufficient plans and specifications to permit Lessor to evaluate the proposed alterations or improvements. No alterations or improvements may be made which will jeopardize or compromise the integrity or safety of the structure of the building or any of its systems or components. Any alterations, additions and improvements made by Lessees to or upon the leased premises shall be paid for by Lessees, unless otherwise agreed or provided for herein, and shall at once, when made or installed, become the property of Lessor.
9. **FIXTURES AND EQUIPMENT.** Lessee shall have the right to erect, install, maintain and operate on the leased premises such equipment and fixtures as are reasonably necessary or convenient to the operations to be conducted thereon. It is mutually agreed and understood that customary trade fixtures, equipment, and signs may be installed upon the leased premises. All trade fixtures

and equipment shall be and remain the property of Lessees and may be removed by Lessees any time during the term of this Lease or any renewals or extensions thereof. Any trade fixtures or equipment remaining on the leased premises ten (10) days after the expiration of the term of this Lease (including extensions), may, at Lessor's election, be conclusively deemed to have been abandoned by Lessees and all of Lessees' rights, title or interest therein shall pass to Lessor. Alternatively, Lessor may elect to require Lessee to remove such property at Lessee's own expense.

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

11. **NON-DISCRIMINATION.**

A. **Civil Rights Act of 1964.** Lessees will abide by the provisions of Title VI of the Civil Rights Act of 1964 which states that no person may, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

B. **Section 109 of the Housing and Community Development Act of 1974 (Public Law 93-383, As Amended).** In the performance of this Lease Agreement, Lessee will obey the provision which states that "No person in the United States may, on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1974, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, will also apply to any such program or activity."

**12. DEFAULT.** In the event Lessees fail to pay any rent due hereunder or fail to keep or perform any of the other terms or conditions of this Lease, or otherwise breach or default this Lease Agreement, then ten (10) days after written notice of default in the payment of rent, or twenty (20) days after notice of any other default, if such default has not been corrected, or if such default cannot be cured by payment of money and if Lessee shall not have commenced to cure such default and continued its efforts with due diligence, Lessor may resort to any and all legal remedies or combinations of remedies which Lessor may elect to assert including but not limited to one or more of the following:

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

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

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

TO LESSOR: Town of Bridger  
108 South D. Street  
Bridger, Montana 59014

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

14. **ASSIGNMENT AND SUBLETTING**. Lessee may not assign or transfer this Lease or sublet the premises or any part thereof without prior permission of Lessor.
15. **RIGHTS AND REMEDIES**. The various rights and remedies herein granted to Lessor shall be cumulative and in addition to others Lessor may be entitled to by law, and the exercise of one or more rights or remedies shall not impair Lessor's right to exercise any other right or remedy.
16. **INSPECTION AND ACCESS FOR REPAIR**. Lessee shall allow the Lessor's agent, at all reasonable times, free access to the premises for the purpose of examining and inspecting the same, and for the making of any needed structural repairs and alterations thereon which the Lessor may see fit to make, and Lessees shall not interfere with the Lessor in the performance of such acts.
17. **ATTORNEYS' FEES**. If it becomes necessary for either party to enforce any of the provisions of this Lease Agreement through legal action, it is understood and agreed that the prevailing party shall recover its reasonable attorney's fees, together with all costs and expenses pertaining thereto. In addition, either party shall also be entitled to recover attorney's fees and costs incurred in notifying the other party of any default of this Lease Agreement.
18. **QUIET ENJOYMENT**. Lessor agrees that Lessees, upon paying the rent and performing the covenants of this Lease, shall quietly have, hold and enjoy the above-described premises during the term of this Lease, or any renewal or extensions thereof.
19. **NON-WAIVER**. No waiver of any breach of this Lease by Lessor shall be considered to be a waiver of any other subsequent breach.
20. **HOLDING OVER MONTH-TO- MONTH TENANCY**. Any holding over of this Lease shall be considered as a month-to-month rental rather than as a renewal.
21. **TIME OF THE ESSENCE**. Time is expressly declared to be of the essence of this Lease

Agreement. All provisions of this Lease Agreement relating to time of performance of any duty, payment or obligation under this Lease Agreement shall be strictly construed.

22. **ENTIRE AGREEMENT**. Lessee and Lessor hereby agree that this Agreement represents the entire agreement between the parties hereto and that there are no other agreements, written or verbal, between the parties hereto pertaining to the premises. This Agreement may not be amended or supplemented orally but only by an agreement in writing which has been signed by the party against whom enforcement of any such amendment or supplement is sought.

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

**LESSOR**

TOWN OF BRIDGER

BY \_\_\_\_\_

**LESSEE**

CARBON EQUIPMENT REPAIR, LLC

BY \_\_\_\_\_

## **RESOLUTION NO. 232**

### **RESOLUTION OF INTENTION OF THE TOWN OF BRIDGER, MONTANA TO INCREASE RATES FOR THE USERS OF THE TOWN'S SERVICES**

**WHEREAS**, under section 69-7-101, Montana Code Annotated, the City has the power and authority to regulate, establish, and change, as it considers proper rates, charges, and classifications imposed for utility services to its inhabitants and other persons served by the municipal systems. Rates, charges, and classifications must be reasonable and just; and

**WHEREAS**, it will be necessary for the City to collect sufficient revenues to pay the costs associated with upgrading and the operation and maintenance of the System; and

**WHEREAS**, pursuant to Section 69-7-111, Montana Code Annotated, the Council shall order a public hearing prior to the passage or enactment of an ordinance or resolution imposing, establishing, changing or increasing rates, fees, or charges for services or facilities.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Bridger as follows:

Section 1. Intent to Increase Water User Charges. It is the intent of the Town to implement rate increases for users of the System, as set forth herein.

1.01 Current Rates.

Residential and Business Collection Charges are as follows:

- Water Hook-up Fee: \$500.00
- Flat rate of \$33.86 per month with the following exceptions:
  - Separate Apartment Buildings: \$33.86 per building per month
  - Multi-Level Apartment Buildings: \$33.86 per floor per month
  - Out of Town Resident Water: \$33.86 plus 12% (\$37.92) per month
  - No-Premises Water: \$27.32 per month
  - Infrastructure Fee: \$10.20

1.02 Proposed Rate Increase. The Town proposes to increase its Flat Rate Charge 2% as follows:

- Water Hook-up Fee: \$500.00
- Flat rate of \$34.53 per month with the following exceptions:
  - Separate Apartment Buildings: \$34.53 per building per month
  - Multi-Level Apartment Buildings: \$34.53 per floor per month
  - Out of Town Resident Water: \$34.53 plus 12% (\$38.67) per month
  - No-Premises Water: \$34.53 per month
  - Infrastructure Fee: \$10.40

Section 2. Intent to Increase Sewer User Charges. It is the intent of the Town to implement rate increases for users of the System, as set forth herein.

2.01 Current Rates.

Residential and Business collections are as follows:

- Sewer Hook-up Fee: \$400.00
- Flat Rates:
  - \$17.14
  - \$25.25
  - \$25.47
  - \$27.82
  - \$31.67
  - \$32.02
  - \$33.75
  - \$36.31
  - \$36.36
  - \$37.16
  - \$44.21
  - \$44.24
  - \$44.96
  - \$49.45
  - \$49.58
  - \$62.47
  - \$77.30
  - \$112.61
  - Infrastructure Fee: \$10.40

2.02 Proposed Rate Increase. The Town proposes to increase its Flat Rate Charges 2% as follows:

Residential and Business collections are as follows:

- Sewer Hook-up Fee: \$400.00
- Flat Rates:
  - \$17.48
  - \$25.75
  - \$25.97
  - \$28.37
  - \$32.30
  - \$32.66
  - \$34.42
  - \$37.03

- \$37.08
- \$37.90
- \$45.09
- \$45.12
- \$45.85
- \$50.43
- \$50.57
- \$63.71
- \$78.84
- \$114.86
- Infrastructure Fee: \$10.40

Section 3. Intent to Increase Garbage User Charges. It is the intent of the Town to implement rate increases for users of the System, as set forth herein.

3.01 Current Rates.

Residential and Business Collection Charges are as follows:

- 96-gallon cart: \$17.69
- 2-yard dumpster: \$46.64
- 3-yard dumpster: \$70.02
- 4-yard dumpster: \$93.35
- 6-yard dumpster: \$140.03
- 8-yard dumpster: \$186.69

3.02 Proposed Rate Increase. The Town proposes to increase its Flat Rate Charge 2% for 96-gallon carts and 10% for dumpsters as follows:

Residential and Business Collection Charges are as follows:

- 96-gallon cart: \$18.04
- 2-yard dumpster: \$51.30
- 3-yard dumpster: \$77.02
- 4-yard dumpster: \$102.68
- 6-yard dumpster: \$154.03
- 8-yard dumpster: \$205.35

Section 4. Intent to Amend/Increase/Decrease the Table of Fees. It is the intent of the Town to amend, increase and in some cases decrease the rates for other Town services, as set forth herein.



4.01 Current Rates.

Notary Service	\$10.00
Weeds Violation 8.16.030	\$50.00 per hour; one (1) hour minimum
Water Turn on Fee	\$20.00
Water Late Fee	\$15.00
Water Restoration Fee	\$50.00
Excavation Permit Fee	\$1000 (30-day limit for completion)
Campground Nightly Rate	\$20.00
Bulk Water – Commercial or Locations outside the Bridger School District	\$0.02 per gallon
Bulk Water – Locations inside the Bridger School District	\$0.0104 per gallon

4.02 Proposed Changes. The Town proposes the following changes:

Notary Service	Free
Weeds Violation 8.16.030	\$50.00 per hour; one (1) hour minimum
Water Turn on Fee	\$20.00
Water Late Fee	\$7.50
Water Restoration Fee	\$50.00
Sewer Late Fee	\$7.50
Excavation Permit Fee	\$1000.00 (30-day limit for completion)
Campground Nightly Rate	\$20.00
Bulk Water – Commercial or Locations outside the Bridger School District	\$0.02 per gallon
Bulk Water – Locations inside the Bridger School District	\$0.0104 per gallon

Section 5. Determination of Annual Budget for System. Each year the Council of the Town shall determine the amount of money needed to pay the costs of the System including but not limited to: (a) the payment of the reasonable expense of operation and maintenance of the System; (b) administration of the System; (c) the payment of principal and interest on any bonded or other indebtedness of the System; and (d) the establishment or maintenance of any required reserves, including reserves needed for expenditures for depreciation and replacement of facilities, as may be determined necessary from time to time by the Council or as covenanted in the ordinance or resolution authorizing any outstanding bonds of the System. Based on the annual needs of the System, the Council will establish water charges for the use and availability of the System.

Section 6. Further Rate Increases. Subsequent adjustments to the base rate charge or Usage Charge will be made by resolution of the Town Council duly adopted after a public hearing with notice thereof given as provided by law.

Section 7. Public Hearing. A public hearing on the rate increase will be held on Tuesday, May 4, 2021, commencing at 7:00 p.m. at the Chambers of the Town Council, Town Hall, 108 S D St., Bridger, Montana.

Section 8. Notice. The Town Clerk/Treasurer is hereby authorized and directed to publish or cause to be published a copy of a notice of the passage of this resolution in the *Carbon County News*, a newspaper of general circulation in the Town, on April 15, April 22 and April 29, 2021, in the form and manner prescribed by law, and to mail or cause to be mailed a copy of said notice to all persons served by the utility at least seven days and not more than 30 days prior to the public hearing. The mailed notice must contain an estimate of the amount the customer's average bill will increase under the proposed ordinance or resolution. The Town Clerk-Treasurer is also authorized and directed to mail by first class, postage prepaid, notice of all hearings to the Montana consumer counsel.

**DULY** passed and adopted at the Regular Meeting of the Bridger Town council this 6<sup>th</sup> day of April 2021. This Resolution shall become effective immediately upon passage.

\_\_\_\_\_  
Clifford Shultz, Mayor

**ATTEST:**

\_\_\_\_\_  
Kirstin Sweet, Town Clerk / Treasurer

Paid From	Payee	Account	Disbursement	
			Number	Amount
100-01 Cash	City Treasurer	200-185 Criminal Conviction Surcharge 7467 MCA 3-1-318	1447	20.00
100-01 Cash	City Treasurer	200-210 Fines / Forfeitures - 7451	1444	4987.99
100-01 Cash	City Treasurer	200-250 Misdemeanor Surcharge - City	1445	45.00
100-01 Cash	City Treasurer	200-340 Technology Surcharge - 7458	1446	30.00
			Subtotal:	<u>5082.99</u>
			Total:	<u>5082.99</u>