

**BRIDGER TOWN COUNCIL PUBLIC HEARING AGENDA  
PUBLIC HEARING TIME IS 6:30 PM AT BRIDGER TOWN HALL, 108 S D STREET**

Tuesday, February 1, 2022

PLEDGE OF ALLEGIANCE:

PUBLIC HEARING ON PROPOSED ORDINANCE #2022-01:

ADJOURN:

### **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.

**ORDINANCE NO. 2022-01**

**AN ORDINANCE AMENDING BRIDGER CODE 17.28.010.01 (INDUSTRIAL DISTRICT (INTERIM)—MEDICAL MARIJUANA) AND SUBSEQUENT SECTIONS AND ADDING BRIDGER CODE 17.24.020 AND SUBSEQUENT SECTIONS TO REGULATE MEDICAL AND ADULT USE MARIJUANA BUSINESSES WITHIN THE TOWN OF BRIDGER AND ADOPT THE REVISIONS AND ADDITIONS AS AN AMENDMENT TO THE ZONING REGULATIONS.**

**WHEREAS**, Section 76-2-301, MCA, empowers the Town of Bridger to regulate and restrict the location and use of buildings, structures, and land for trade, industry, residence, or other purposes.

**WHEREAS**, Section 76-2-302(1), MCA, authorizes the Town of Bridger to divide the municipality into districts of the number, shape, and area as are considered best suited to carry out the purposes of zoning districts. Within the districts, the Town may regulate and restrict the erection, construction, reconstruction, repair, or use of buildings, structures, or land.

**WHEREAS**, Section 76-2-305(1), MCA, allows a zoning regulation, restriction or boundary to be amended, supplemented, changed, modified, or repealed as long as the provisions of 76-2-303 relative to public hearings and official notice apply equally to all changes or amendments.

**WHEREAS**, the citizens of the State of Montana voted to approve Constitutional Initiative 118 and Initiative No. 190 (I-190) in November 2020, which became effective January 1, 2021 and legalized recreational marijuana use and limited possession for adults over the age of 21 and provided a framework for commercial licensing, taxation, decriminalization and expungement of criminal convictions related to marijuana among other provisions; and

**WHEREAS**, the Montana Legislature passed, and Governor Gianforte signed into law, House Bill 701 (“HB 701”) which revised, amended and supplemented the text of I-190 and established the Montana Regulation and Taxation Act (16-12-101, MCA et seq. (the “Act”)); and **WHEREAS**, a codified purpose of the Act pursuant to Section 37 amending Section 16-12-101(2)(j), MCA is to provide local governments authority to allow for the operation of marijuana businesses in their community and establish standards for the cultivation, manufacture, and sale of marijuana that protect the public health, safety, and welfare of residents within their jurisdictions; and

**WHEREAS**, Section 59 of the Act pursuant to Section 16-12-301, MCA, provides that to protect the public health, safety, or welfare, a local government may by ordinance or otherwise regulate a marijuana business that operates within the local government’s jurisdictional area; and

**WHEREAS**, the Bridger Town Council desires to allow the operation of Medical and Adult Use marijuana businesses in both the Industrial District and the Commercial District and [Council may add or change District designations] \_\_\_\_\_; and

**WHEREAS** the Bridger Town Council desires to regulate the operation of all Marijuana Businesses

**NOW THEREFORE BE IT RESOLVED** by the Bridger Town Council, Bridger Code 17.28.010.01 Industrial district (interim)—Medical marijuana, is hereby amended as follows:

The title of the section is renumbered as 17.28.020, and shall be no longer an interim Code section.

Section 17.28.020 is amended, and the subsequent numbered sections are added, to provide as follows:

### **17.28.020 Industrial district – Marijuana businesses.**

Any person, whether as a principal or agent, clerk or employee, either for himself or any other person, or as an officer of any corporation, or otherwise, shall only be allowed to maintain, own, or operate any Marijuana business in a district zoned under this section, unless specifically allowed in the provisions of another zoning district.

### **17.28.030 Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section.

A. “Adult-use dispensary” means a premises licensed by the state from which marijuana or marijuana products may be sold and obtained by registered cardholders, persons 21 years of age or older, or both.

B. “Cultivator” means a person licensed by the state to plant, cultivate, grow, harvest, and dry marijuana; or a person licensed by the state to package and relabel marijuana produced at the location in a natural or naturally dried form that has not been converted, concentrated, or compounded for sale though a licensed dispensary.

C. “Dispensary” means both an adult-use dispensary and/or a medical marijuana dispensary.

D. “Licensee” means a person holding a state license issued pursuant to state law and a town marijuana license.

E. “Manufacturer” means a person licensed by the state to convert or compound marijuana into marijuana products, marijuana concentrates, or marijuana extracts and package, repackage, label, or relabel marijuana products as allowed under state law and this article.

F. “Marijuana” means all plant material from the genus Cannabis containing tetrahydrocannabinol (THC) or seeds of the genus capable of germination. This term does not include hemp and its derivatives as specified in §16-12-102(20)(b) or (c), MCA.

G. “Marijuana business” means a cultivator, manufacturer, adult-use dispensary, medical marijuana dispensary, combined-use marijuana licensee, testing laboratory, marijuana transporter, or any other marijuana business or function that is licensed by the state and town.

H. “Marijuana product” means a product that contains marijuana and is intended for use by a consumer by a means other than smoking. The term includes but is not limited to edible products, ointments, tinctures, marijuana derivatives, and marijuana concentrates.

I. “Medical marijuana” means marijuana or marijuana products that are for sale solely to a cardholder who is registered with the state.

J. “Medical marijuana dispensary” means the location from which a registered cardholder may obtain marijuana or marijuana products.

K. “Registered cardholder” or “cardholder” means a Montana resident with a debilitating medical condition who has received and maintains a valid registry identification card issued by the state.

L. "Testing laboratory" means the qualified person licensed by the state that provides testing of representative samples of marijuana and marijuana products; and provides information regarding the chemical composition and potency of a sample, as well as the presence of molds, pesticides, or other contaminants in a sample.

#### **17.28.040 Marijuana Businesses.**

A. Any activity involving a marijuana business as defined in this code must meet all requirements of state law including, but not limited to, the standards of title 16, chapter 12, title 50, chapter 46 Montana Code Annotated (MCA 16-12-101 et seq.), and limits on possession, clean air, etc., and any applicable administrative rules established by the state. Should such rules or laws change, any medical marijuana business facility must immediately begin any required process to come into compliance with the new rules. This includes submittal for review of applications to the Town as they may relate to zoning, business licensing, or other municipal requirements programs. Compliance with Town zoning regulations does not shield any person, corporation, or other legal entity from the requirements of, or enforcement by, other governing entities, or from civil liabilities.

B. Unless specifically exempted, any person or existing or proposed entity intending to conduct activities which meet the definitions of "agriculture," "manufacturing," "office" or "retail" as established in this chapter which is for the purpose of cultivation, manufacturing, processing, transporting, testing, distribution, sale and/or any other marijuana business must, in addition to this section, comply with all other provisions of this Code, and must not be located within 500 [COUNCIL MY ADD A GREATER DISTANCE IF IT CHOOSES] \_\_\_\_\_ linear feet of the exterior property line of and on the same street as:

1. All schools or facilities, where students are regularly present, owned or operated by the Bridger School District whether located inside or outside the Town limits; or

2. A building used exclusively as a church, synagogue, or other place of worship as defined for the purposes of this section by the state.

3. Public parks that contain a children's playground or playfield, day care centers, youth centers, public libraries and neighborhood residential zones.

4. For purposes of this section, specified distances will be measured pursuant to state law and rules promulgated by the state.

C. Air discharge control. Any marijuana cultivation, growing, manufacturing or processing operation must provide a forced air vent discharge point that is:

1. Located no closer than 30 feet from an adjacent property line or a residence; and

2. Provides a mechanical filtration system to control discharges of particulates and odors. The ventilation filtration system must be designed by a mechanical engineer licensed to practice in the state such that odors and particulates may not be detected by unaided human observation at the property boundary, and noise produced by the system must be controlled and minimized.

D. Any person applying for a zoning approval for a marijuana business must provide evidence of state licensure at the time of application and must maintain such state licensure approval at all times. Failure to maintain any and all state licensing requirements may immediately suspend zoning approval to operate a marijuana business in the Town.

E. These regulations are for review of applications to the Town and do not restrict private property owners from establishing more stringent standards for their own properties.

**NOW THEREFORE BE IT FURTHER RESOLVED** by the Bridger Town Council, Bridger Code Section 17.24.020 Marijuana Dispensary permitted is added to Chapter 17.24 COMMERCIAL DISTRICT, as follows:

**17.24.020 Marijuana Dispensary permitted.**

A. In the Commercial District it shall be lawful to operate a Marijuana Dispensary as defined in 17.28.030 C, but no other type of Marijuana Business, [COUNCIL MAY SPECIFY ALLOWED LOCATIONS for example: "on the west side of Main Street" or "between Carbon Ave. and Park Ave."]

subject to the regulations, restrictions and provisions of Title 17, chapter 28 and all other relevant provisions of this code.

This ordinance shall be in full force and effect 30 days from and after passage and approval.

**FIRST passed and approved** by the Council of the Town of Bridger, Montana this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

Attested to by:

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

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

**PASSED AND APPROVED on second reading** this this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

Attested to by:

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

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

**BRIDGER TOWN COUNCIL AGENDA**  
**MEETING TIME IS TUESDAY FEBRUARY 1, 2022 AT 7:00 PM,**  
**BRIDGER TOWN HALL, 108 S D STREET**

Tuesday, February 1, 2022

PLEDGE OF ALLEGIANCE:

CALL TO ORDER:

PUBLIC COMMENT:

APPROVAL OF MINUTES FROM PREVIOUS MEETING:

- 01-04-2022 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

LEASE AGREEMENTS:

- HDC, Inc
- Country Bum
- Food Bank

SAND CREEK CANAL MITIGATION PROJECT:

1<sup>ST</sup> READING FOR ORDINANCE #2022-01: Zoning ordinance changes

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.

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**BRIDGER TOWN COUNCIL MINUTES FOR A REGULAR MEETING  
HELD ON JANUARY 4, 2022**

The January 4, 2022 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 7:03 pm. Other council members present were Dustin Taylor, Shala Cullum (via phone) and Doug Asbury. Others present were Ben Sweet, Michael Keys, Public Works Director Randy Novakovich, Chief Mike Buechler, Sargent Codi Peters, Judge Bert Kraft, Attorney Ray Kuntz 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 December meeting. A motion to approve the regular meeting minutes was made by Councilman Asbury, seconded by Councilman Taylor. The motion carried with the votes as follows: Councilman Taylor – aye, Councilwoman Cullum – aye and Councilman Asbury – aye.

The next item of business was the approval of claims. The department heads answered questions regarding the claims. Councilman Asbury made a motion to approve the claims including check #33555 and #33557 to #33581. Also, electronic checks #-98253 to #-98249. The motion was seconded by Councilman Taylor. The motion carried with the votes as follows: Councilman Taylor – aye, Councilwoman Cullum – aye and Councilman Asbury – aye.

Next on the agenda was the Payroll Summary. Councilman Taylor motioned to approve the payroll summary including check #33548 to #33554. Also, electronic checks #-86343 to #-86311. Councilman Asbury seconded the motion. The motion carried with the votes as follows: Councilman Taylor – aye, Councilwoman Cullum – aye and Councilman Asbury – aye.

Committee reports was the next item on the agenda. There were no committee reports but discussion was had regarding who represents us on each of the boards.

The next item on the agenda was a special events application for a fundraiser event to benefit the Kessner family. Mayor Shultz reviewed the application. Councilman Asbury motioned to approve the application, seconded by Councilman Taylor. The motion carried with the votes as follows: Councilman Taylor – aye, Councilwoman Cullum – aye and Councilman Asbury – aye

The next item on the agenda was a discussion regarding zoning areas that allow for marijuana sales. Discussion was had regarding where it may be allowed, if commercial areas were allowed, should it be restricted within the commercial areas. Attorney Kuntz will draft an ordinance to deal with this subject and we will have a public hearing prior to the next meeting.

Next was approval of the Ace Electric proposal for pump house #3. Mayor Shultz reviewed the proposal. A motion to approve the proposal was made by Councilman Asbury and seconded by Councilman Taylor. The motion carried with the votes as follows: Councilman Taylor – aye, Councilwoman Cullum – aye and Councilman Asbury – aye

Attorney Kuntz reported on additional items that he is working on.

Judge Kraft presented his stats for the month of December.

Library Director was not present.

Public Works Director Novakovich reported on the water tank project and the bridge on Fairlane Ave.

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

Clerk Sweet had nothing to report.

Mayor and Town Council: Councilwoman Cullum reported that free food delivery will be January 13 with distribution starting at 1:00 pm.

There being no further business Councilman Taylor motioned to adjourn. The motion was seconded by Councilman Asbury. The motion carried with the votes as follows: Councilman Taylor – aye, Councilwoman Cullum – aye and Councilman Asbury – aye. Meeting adjourned at 8:07 pm.

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Clifford Shultz, Mayor

ATTEST:

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Kirstin Sweet, Town Clerk

Total for Payroll Checks

	Employee	Employer	Amount
COMA HOURS (Comp Time Accumulated)	15.75		
COMP HOURS (Comp Time Used)	14.00		209.73
HOL HOURS (Holiday Pay)	127.83		2,350.12
OVER HOURS (Overtime)	1.00		36.21
REG HOURS (Regular Time)	1,157.25		21,023.27
SICK HOURS (Sick Time)	75.00		1,846.69
VACA HOURS (Vacation Time Used)	38.50		727.37
GROSS PAY	26,193.39	0.00	
NET PAY	19,963.38	0.00	
NET PAY (CHECKS)	2,035.94		
NET PAY (DIRECT DEPOSIT)	17,927.44		
DENTAL	0.00	330.00	
FIT	1,022.99	0.00	
GROUP HEALTH	320.00	6,684.00	
LIFE INSURANCE	0.00	16.80	
MEDICARE	379.81	379.81	
P.E.R.S.	1,972.21	2,214.34	
SIT	911.00	0.00	
SOCIAL SECURITY	1,624.00	1,624.00	
UNEMPL. INSUR.	0.00	117.87	
VISION HEALTH	0.00	68.30	
WORKERS' COMP	0.00	706.78	
ALTANA FED CRED	1,980.28	0.00	
BANK OF BRIDGER	6,828.06	0.00	
FIRST INTERSTAT	298.13	0.00	
STOCKMAN BANK	2,122.61	0.00	
WELLS FARGO BAN	3,779.05	0.00	
WESTERN SECURIT	2,919.31	0.00	
FIT/SIT BASE	24,221.18	0.00	
MEDICARE BASE	26,193.39	0.00	
PERS BASE	24,964.66	0.00	
SOC SEC BASE	26,193.39	0.00	
UN BASE	26,193.39	0.00	
WC BASE	26,181.32	0.00	
Total		12,141.90	
Total Payroll Expense (Gross Pay + Employer Contributions):		38,335.29	

Check Summary

Payroll Checks Prev. Out.	\$1,244.22
Payroll Checks Issued	\$9,455.04
Payroll Checks Redeemed	\$0.00
Payroll Checks Outstanding	\$10,699.26
Electronic Checks	\$28,055.60

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

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Social Security	3248.00		3248.00	212000
Medicare	759.62		759.62	212001
P.E.R.S.	4186.55		4186.55	212203
Unempl. Insur.	117.87			212202
Workers' Comp	706.78		117.87	212201
FIT	1022.99		706.78	212002
SIT	911.00		1022.99	212200
DENTAL	330.00		911.00	212502
LIFE INSURANCE	16.80		330.00	212502
VISION HEALTH	68.30		16.80	212502
GROUP HEALTH	7004.00		68.30	212502
			7004.00	212502
Total Ded.	18371.91	0.00	17547.26	824.65

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

Electronic Checks: -86310 to -86279

Checks: 33556 and 33582 to 33583

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 1<sup>st</sup> day of February, 2022, by and between the TOWN OF BRIDGER, with a mailing address of 108 S. D Street, Bridger, Montana 59014, herein referred to as "LANDLORD," and HDC, Incorporated, with a mailing address of PO Box 548, Bridger, MT 59014, herein referred to as "TENANT."

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

- 1. DESCRIPTION OF LEASED PREMISES.** The premises leased, hereinafter called "leased premises," consists of a space approximately 50' by 100' in a portion of the Factory Building located in Lot 1 of the Bridger Industrial Park, Bridger, Montana (Building) (see attached footprint attached hereto as Exhibit 1, tenant's space is in *red*).
- 2. PRIMARY TERM.** The lease term is for **twelve (12) months** beginning on the date this lease is signed by the parties and continuing to February 1, 2023. The parties may agree to extend this lease at the end of the lease period on the same terms and conditions as found herein based on availability. The Town of Bridger reserves the right to terminate the lease in the event that the Town sells the rental premises or has another use for the rental premises. The Town shall provide Lessee with 30 days notice in the event to early termination.
- 3. RENTAL.** Tenant agrees to pay Landlord for use of the leased premises a rental fee, in advance, in the amount of **Five Hundred and Twenty-Five Dollars (\$525.00) per month**, and thereafter on the same day of each and every month. All rental payments shall be made payable to Landlord and mailed United States Mail to Town of Bridger, 108 S. D Street, Bridger, Montana 59014.

4. **TAXES AND INSURANCE.** Tenant shall be responsible for any special use tax assessed by the County of Carbon and personal property/business liability insurance. The County will bill the tenant directly for the special use tax. The Landlord shall be responsible for all real property insurance.
5. **UTILITIES, COMMON AREA MAINTENANCE.** "Base utilities" are the minimal utility costs the landlord would incur if the building were vacant in order to keep the sprinkler system lines from freezing in the winter. The historical base utilities average \$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 costs in excess of \$7,200.
6. **SECURITY DEPOSIT.** N/A.
7. **USE.** Tenant intends to use the Premises for seed storage and equipment. Upon termination of the tenancy, Tenant shall surrender the premises to the Landlord in as good a condition as when received, ordinary wear and tear excepted. Tenant also agrees that said uses shall not create environmental issues to the detriment of the property or other tenants.  
  
The areas adjacent to the loading docks inside and outside the building shall be kept clear of any materials, debris or vehicles of any kind except for loading and unloading of materials and product.
8. **MAINTENANCE, REPAIR AND REPLACEMENT.** Tenant shall maintain the interior of the leased Premises. The Landlord will assess Tenant for its pro-rata share of any maintenance/repairs to the building's heating, ventilation and air-conditioning systems servicing Tenant's leased Premises. Tenant shall give Landlord written notice of any needed maintenance and repairs.

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

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

10. **TENANT'S IMPROVEMENTS.** Tenant shall not make any alterations, improvements, or additions

to or upon the leased premises without first obtaining the written consent of the Landlord. Any alterations, additions and improvements made by Tenant to or upon the leased premises shall be paid for by the Tenant. Unless otherwise agreed or provided for herein, the alterations, additions and improvements become the property of Landlord upon termination of the lease.

11. **INDEMNIFICATION FOR PUBLIC LIABILITY.** Tenant covenants and agrees to indemnify and

save Landlord harmless from any claim or demand of any kind or character whatever arising out of any act, transaction, or occurrence of Tenant upon the leased premises throughout the term of this Lease or any renewals, extensions or holding over.

12. **NON-DISCRIMINATION.**

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

B. **Section 109 of the Housing and Community Development Act of 1974 (Public Law 93-**

**383, As Amended.** In the performance of this Lease Agreement, Tenant will obey the provision which states that "No person in the United States may, on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available under this title. Any prohibition against discrimination on the basis of age under the

Age Discrimination Act of 1974, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, will also apply to any such program or activity.”

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

**14. INSPECTION AND ACCESS FOR REPAIR.** Tenant shall allow the Landlord’s agent, at all reasonable times, free access to the demised premises for the purpose of examining and inspecting the same, and for the making of any needed structural repairs and alterations thereon which the Landlord may see fit to make, and Tenant shall not interfere with the Landlord in the performance of such acts.

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

- a. Re-enter the Premises by summary proceedings or otherwise and remove all persons and property thereof without liability to any person for damages sustained by reason of such removal;
- b. Declare this Lease cancelled;
- c. Sue for the rent due and to become due under the Lease;
- d. Sue for damages sustained by Landlord;



- e. Continue the Lease in effect and re-let said premises or any part thereof for the account of Tenant for such terms and at such rental or rentals and upon such terms and conditions as Landlord in its own discretion may deem advisable. Rentals received from such letting shall be applied (i) to the payment of any indebtedness, other than rent due hereunder from Tenant to Landlord, including costs of retaking possession and all attorneys fees incurred; (ii) to the payment of rent due and unpaid hereunder; and/or (iii) to the payment of any cost of such re-letting. Should such rentals received from re-letting during any month be less than that agreed to be paid during that month by Tenant hereunder, the Tenant shall be immediately liable to Landlord for the deficiency.

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

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

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

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

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

18. **ATTORNEYS' FEES**. If it becomes necessary for either party to enforce any of the provisions of this Lease Agreement through legal action, it is understood and agreed that the prevailing party shall recover its reasonable attorney's fees, together with all costs and expenses pertaining thereto. Also, either party shall also be entitled to recover attorney's fees and costs incurred in notifying the other party of any default of this Lease Agreement.

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

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

**21. TIME OF THE ESSENCE.** Time is expressly declared to be of the essence of this Lease Agreement. All provisions of this Lease Agreement relating to time of performance of any duty, payment or obligation under this Lease Agreement shall be strictly construed.

**22. ENTIRE AGREEMENT.** Tenant and Landlord hereby agree that this Agreement represents the entire agreement between the parties hereto and that there are no other agreements, written or verbal, between the parties hereto pertaining to the premises. This Agreement may not be amended or supplemented orally, but must be in writing signed by both parties.

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

**LESSOR**

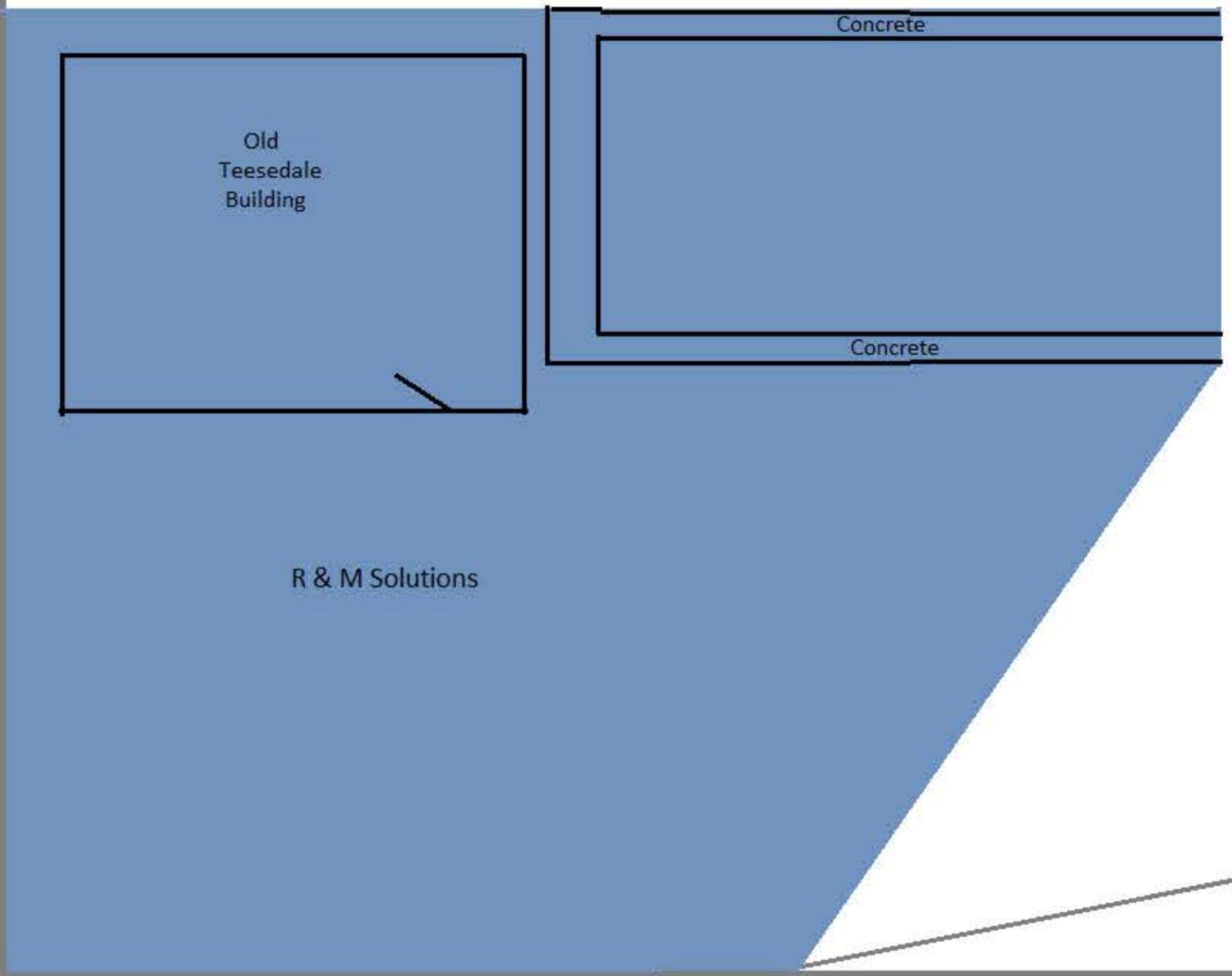
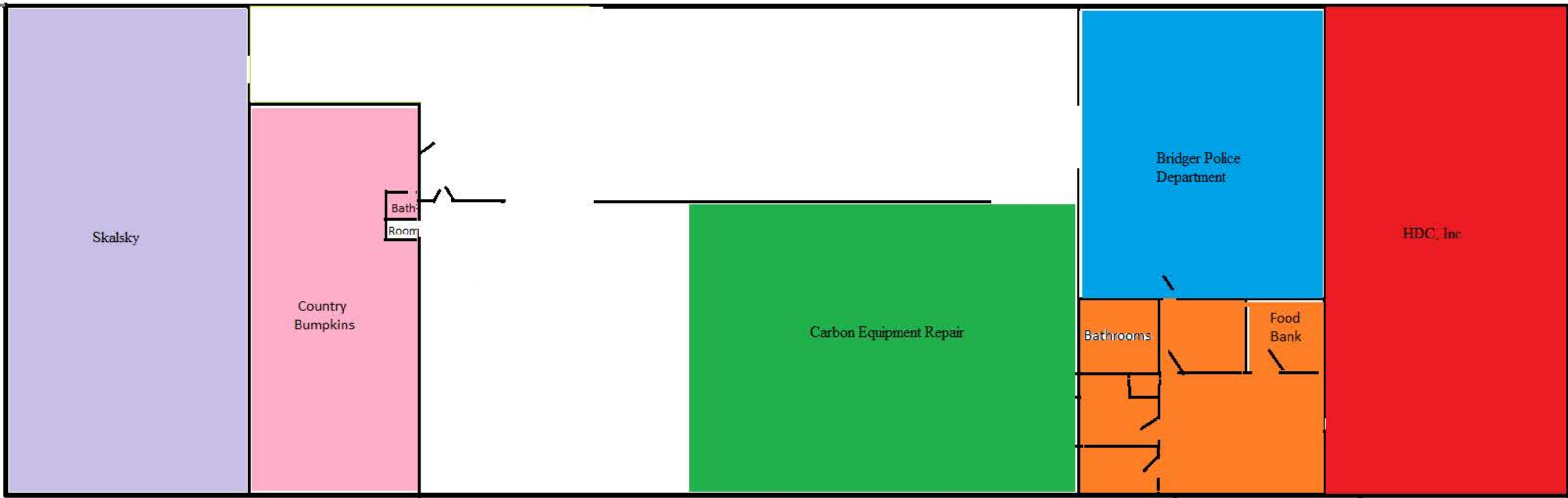
TOWN OF BRIDGER

BY \_\_\_\_\_

**LESSEE**

HDC, Incorporated

BY \_\_\_\_\_



## LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 1<sup>st</sup> day of February 2022, by and between the TOWN OF BRIDGER, with a mailing address of 108 South D. Street, Bridger, Montana 59014, herein referred to as "LESSOR," and Shannie DeRudder (Country Bumpkin Candles) of P.O. Box 603, Bridger 59014, herein referred to as "LESSEE."

\*\*\*\*\*

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

- 1. DESCRIPTION OF LEASED PREMISES.** The premises leased, hereinafter called "leased premises," consists of a space approximately 35' by 80' in a portion of the Factory Building located in Lot 1 of the Bridger Industrial Park, Bridger, Montana (Building) (see attached footprint attached hereto as Exhibit 1, tenant's space is in *pink*).
- 2. PRIMARY TERM.** The lease term is for 12 months beginning February 1, 2022 and continuing through February 1, 2023. The Town of Bridger reserves the right to terminate the lease in the event that the Town sells the rental premises or has another use for the rental property. The Town shall provide Lessee with 30 days notice in the event to early termination.
- 3. RENTAL.** Lessee agrees to pay Lessor for use of the leased premises a rental fee, commencing on the date of occupancy, in the amount of **two hundred ninety dollars (\$290.50) per month**, and thereafter on the same day of each and every month through January 1, 2023. All rental payments shall be made payable to Lessor and mailed United States Mail to 108 South D. Street, Bridger, Montana 59014.
- 4. TAXES AND INSURANCE.** Lessor shall be responsible for real property taxes & structural/liability insurance. Lessee shall be responsible for personal property taxes and personal property/business liability insurance.

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

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

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

**12. NON-DISCRIMINATION.**

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

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

respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, will also apply to any such program or activity.”

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

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

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

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

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

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

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

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

17. **INSPECTION AND ACCESS FOR REPAIR**. Lessee shall allow the Lessor's agent, at all reasonable times, free access to the premises for the purpose of examining and inspecting the same, and for the making of any needed structural repairs and alterations thereon which the Lessor may see fit to make, and Lessees shall not interfere with the Lessor in the performance of such acts.

18. **ATTORNEYS' FEES**. If it becomes necessary for either party to enforce any of the provisions of this Lease Agreement through legal action, it is understood and agreed that the prevailing party shall recover its reasonable attorney's fees, together with all costs and expenses pertaining thereto. In addition, either party shall also be entitled to recover attorney's fees and costs incurred in notifying the other party of any default of this Lease Agreement.



**19. QUIET ENJOYMENT.** Lessor agrees that Lessees, upon paying the rent and performing the covenants of this Lease, shall quietly have, hold and enjoy the above-described premises during the term of this Lease, or any renewal or extensions thereof.

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

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

**22. TIME OF THE ESSENCE.** Time is expressly declared to be of the essence of this Lease Agreement. All provisions of this Lease Agreement relating to time of performance of any duty, payment or obligation under this Lease Agreement shall be strictly construed.

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

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

**LESSOR**

**LESSEE**

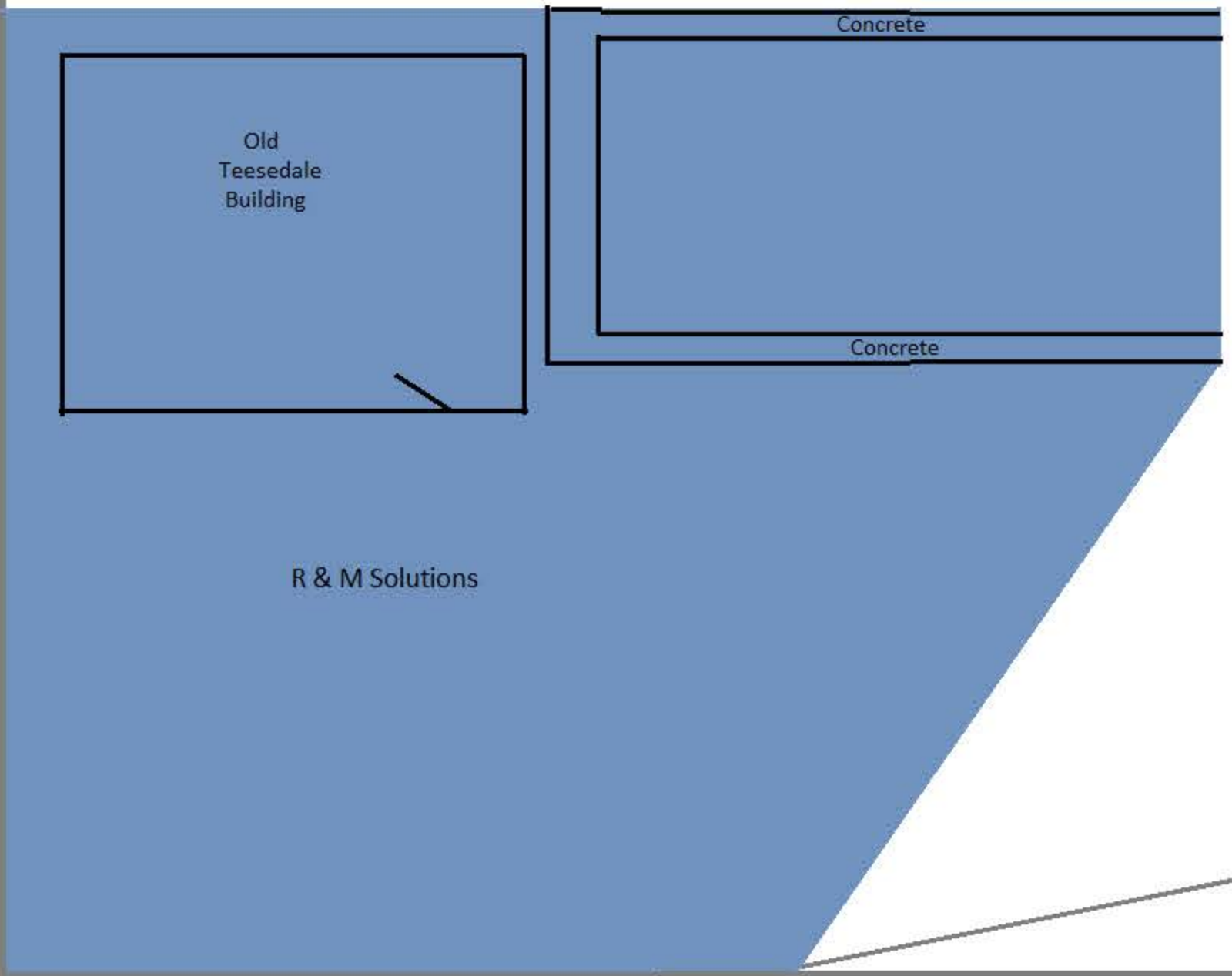
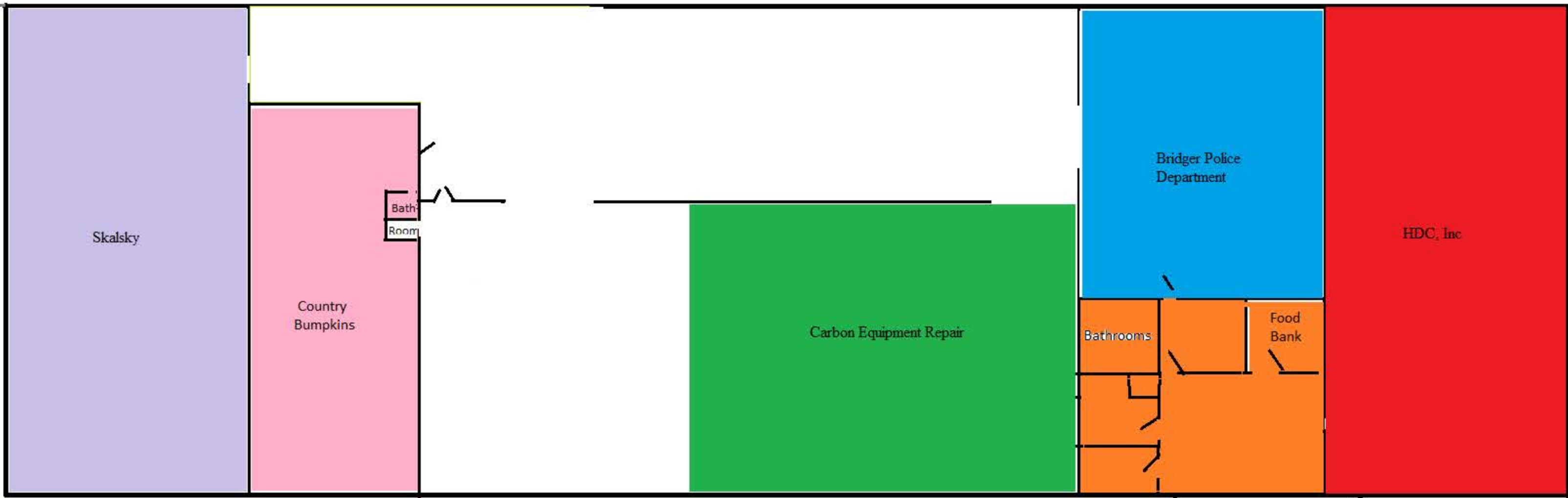
TOWN OF BRIDGER

COUNTRY

BUMPKIN CANDLES  
SHANNIE DERUDDER

BY \_\_\_\_\_

\_\_\_\_\_



## LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 1<sup>st</sup> day of March 2022, by and between the TOWN OF BRIDGER, with a mailing address of 108 S. D Street, Bridger, Montana 59014, herein referred to as "LESSOR," and LISA PRICE, COMMUNITY FOOD BANK, Bridger, Montana, herein referred to as "LESSEE."

\*\*\*\*\*

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

1. **DESCRIPTION OF LEASED PREMISES**. The premises leased, hereinafter called "leased premises," consists of a space approximately 40' x 50' space in a portion of the Factory Building located in Lot 1 of the Bridger Industrial Park, Bridger, Montana (Building) (see attached footprint attached hereto as Exhibit 1, tenant's space is in *orange*).
2. **PRIMARY TERM-RENEWAL OPTION**. The Lease term is granted for a period of **one (1) year from March 1, 2022 through March 1, 2023**. 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.

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

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

**LESSOR**

CLIFFORD SHULTZ  
TOWN OF BRIDGER

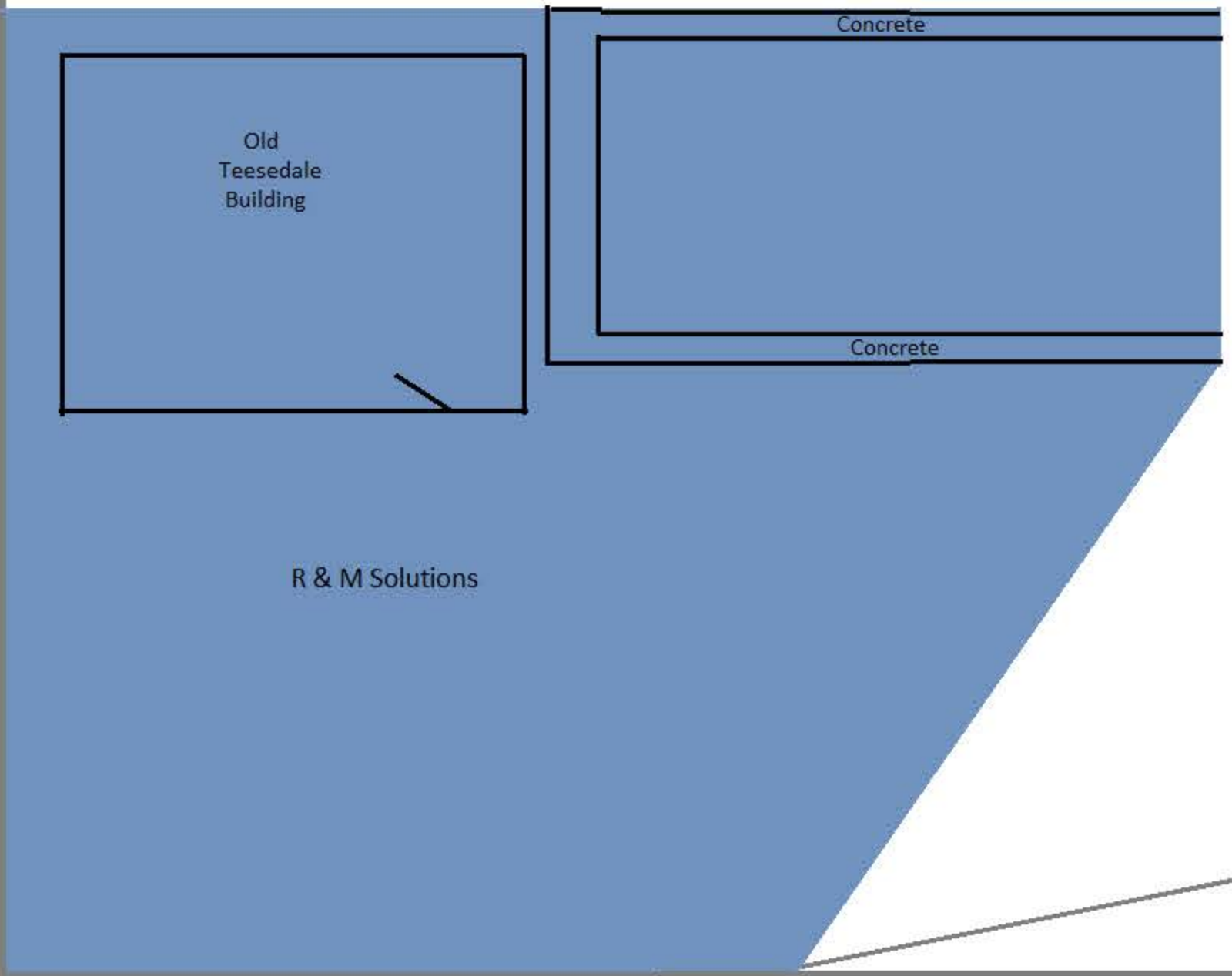
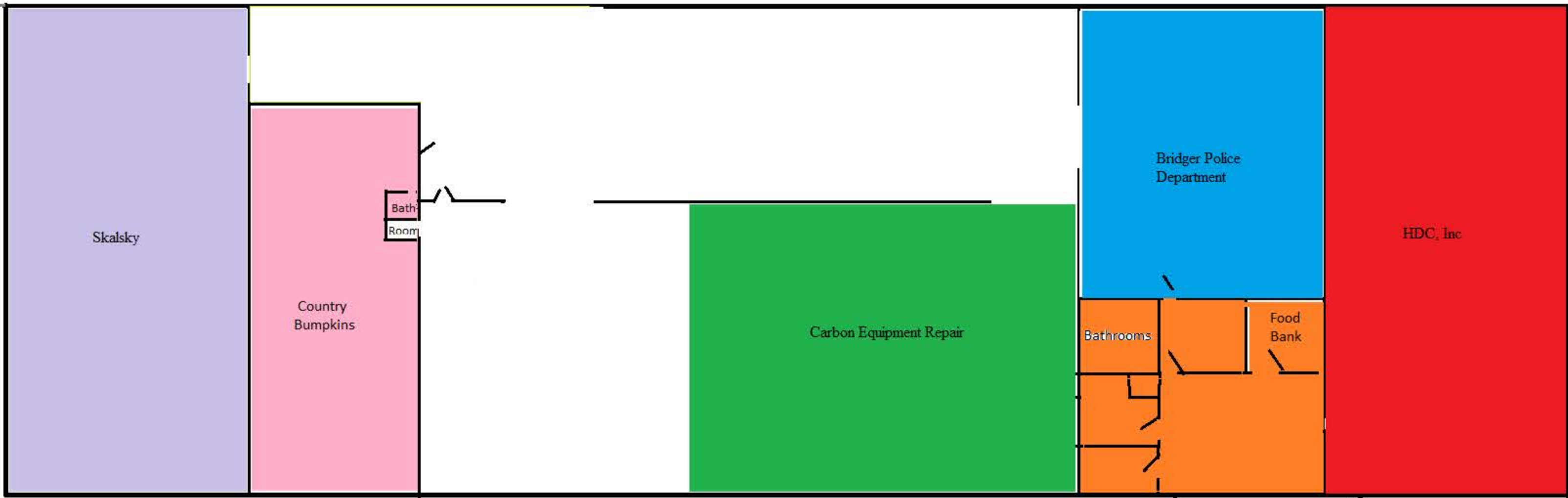
**LESSEE**

LISA PRICE  
COMMUNITY FOOD BANK

\_\_\_\_\_

\_\_\_\_\_





**CARBON COUNTY MONTANA**

PO Box 887  
10 Oakes Ave S  
Red Lodge MT 59068

**DISASTER & EMERGENCY SERVICES**

PH: 406.446.1038  
FAX: 406.446.2640  
DES@co.carbon.mt.us

February 2<sup>nd</sup>, 2022

RE: REQUEST FOR PROPOSALS FOR FLOODING AREA EVALUATION

To Whom It May Concern:

Carbon County is seeking price proposals from qualified engineers to evaluate an area prone to spring runoff flooding. Sand Creek Canal, located in Bridger, Montana, is a historic irrigation canal that provides water to agricultural producers in eastern Carbon County. The canal flows through the Town of Bridger from the south to the north and is less than 250 feet from Main Street and the historic downtown district. When the right spring runoff conditions exist, surface snow melts and collects in the canal down slope. If the culverts along the canal are blocked with snow and ice the water will overflow the embankment of the canal and flow towards Main Street and the into downtown business district. Historical records and personal knowledge indicate that this happens on average about once every five years with varying levels of impact. One of the documented floods occurred in February 1997 and was recorded in the local newspaper at that time. The estimated area of impact in 1997 was about 23 acres. The flood water impacts approximately 43 improved properties, 8 local government properties, 7 vacant properties, 1 mobile home park parcel and 1 telecommunication property considered to be a critical facility. The appraised improved value of these properties totals more than \$5 million. Mitigation of flood damages may include heightening the canal walls, deepening of the channel, water diversion or perhaps realigning the canal.

The specific needs are below:

- Area of evaluation is located in Bridger, MT
- Evaluate possible projects to alleviate downtown flooding from ice and snow melt in the Sand Creek Canal used for agriculture irrigation.
- Requesting and engineering firm to conduct a flood mitigation assessment and identify the preferred alternative to mitigate flooding of the Sand Creek Canal.

Soft or hardcopy proposals are due to Carbon County by Friday, April 1st at 5pm. Soft copy proposals may be emailed to [cyrinaa@co.carbon.mt.us](mailto:cyrinaa@co.carbon.mt.us) or hardcopy proposals may be mailed to Carbon County DES, PO Box 887, Red Lodge, MT 59068. Please specify whether or not this evaluation and project reports can be delivered by August 1<sup>st</sup>, 2022.

Please contact me if you have any questions concerning the request for proposals or details regarding this project. Thank you.

*Cyrina Allen*

DES Coordinator/County Public Health Officer  
Carbon County Disaster and Emergency Services  
10 Oakes Ave S, Ste. F/Box 887  
Red Lodge, MT 59068  
406-446-1038 (Office)  
406-426-8746 (Mobile)  
406-446-2640 (Fax)

**ORDINANCE NO. 2022-01**

**AN ORDINANCE AMENDING BRIDGER CODE 17.28.010.01 (INDUSTRIAL DISTRICT (INTERIM)—MEDICAL MARIJUANA) AND SUBSEQUENT SECTIONS AND ADDING BRIDGER CODE 17.24.020 AND SUBSEQUENT SECTIONS TO REGULATE MEDICAL AND ADULT USE MARIJUANA BUSINESSES WITHIN THE TOWN OF BRIDGER AND ADOPT THE REVISIONS AND ADDITIONS AS AN AMENDMENT TO THE ZONING REGULATIONS.**

**WHEREAS**, Section 76-2-301, MCA, empowers the Town of Bridger to regulate and restrict the location and use of buildings, structures, and land for trade, industry, residence, or other purposes.

**WHEREAS**, Section 76-2-302(1), MCA, authorizes the Town of Bridger to divide the municipality into districts of the number, shape, and area as are considered best suited to carry out the purposes of zoning districts. Within the districts, the Town may regulate and restrict the erection, construction, reconstruction, repair, or use of buildings, structures, or land.

**WHEREAS**, Section 76-2-305(1), MCA, allows a zoning regulation, restriction or boundary to be amended, supplemented, changed, modified, or repealed as long as the provisions of 76-2-303 relative to public hearings and official notice apply equally to all changes or amendments.

**WHEREAS**, the citizens of the State of Montana voted to approve Constitutional Initiative 118 and Initiative No. 190 (I-190) in November 2020, which became effective January 1, 2021 and legalized recreational marijuana use and limited possession for adults over the age of 21 and provided a framework for commercial licensing, taxation, decriminalization and expungement of criminal convictions related to marijuana among other provisions; and

**WHEREAS**, the Montana Legislature passed, and Governor Gianforte signed into law, House Bill 701 (“HB 701”) which revised, amended and supplemented the text of I-190 and established the Montana Regulation and Taxation Act (16-12-101, MCA et seq. (the “Act”)); and **WHEREAS**, a codified purpose of the Act pursuant to Section 37 amending Section 16-12-101(2)(j), MCA is to provide local governments authority to allow for the operation of marijuana businesses in their community and establish standards for the cultivation, manufacture, and sale of marijuana that protect the public health, safety, and welfare of residents within their jurisdictions; and

**WHEREAS**, Section 59 of the Act pursuant to Section 16-12-301, MCA, provides that to protect the public health, safety, or welfare, a local government may by ordinance or otherwise regulate a marijuana business that operates within the local government’s jurisdictional area; and

**WHEREAS**, the Bridger Town Council desires to allow the operation of Medical and Adult Use marijuana businesses in both the Industrial District and the Commercial District and [Council may add or change District designations] \_\_\_\_\_; and

**WHEREAS** the Bridger Town Council desires to regulate the operation of all Marijuana Businesses

**NOW THEREFORE BE IT RESOLVED** by the Bridger Town Council, Bridger Code 17.28.010.01 Industrial district (interim)—Medical marijuana, is hereby amended as follows:

The title of the section is renumbered as 17.28.020, and shall be no longer an interim Code section.

Section 17.28.020 is amended, and the subsequent numbered sections are added, to provide as follows:

### **17.28.020 Industrial district – Marijuana businesses.**

Any person, whether as a principal or agent, clerk or employee, either for himself or any other person, or as an officer of any corporation, or otherwise, shall only be allowed to maintain, own, or operate any Marijuana business in a district zoned under this section, unless specifically allowed in the provisions of another zoning district.

### **17.28.030 Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section.

A. “Adult-use dispensary” means a premises licensed by the state from which marijuana or marijuana products may be sold and obtained by registered cardholders, persons 21 years of age or older, or both.

B. “Cultivator” means a person licensed by the state to plant, cultivate, grow, harvest, and dry marijuana; or a person licensed by the state to package and relabel marijuana produced at the location in a natural or naturally dried form that has not been converted, concentrated, or compounded for sale though a licensed dispensary.

C. “Dispensary” means both an adult-use dispensary and/or a medical marijuana dispensary.

D. “Licensee” means a person holding a state license issued pursuant to state law and a town marijuana license.

E. “Manufacturer” means a person licensed by the state to convert or compound marijuana into marijuana products, marijuana concentrates, or marijuana extracts and package, repackage, label, or relabel marijuana products as allowed under state law and this article.

F. “Marijuana” means all plant material from the genus Cannabis containing tetrahydrocannabinol (THC) or seeds of the genus capable of germination. This term does not include hemp and its derivatives as specified in §16-12-102(20)(b) or (c), MCA.

G. “Marijuana business” means a cultivator, manufacturer, adult-use dispensary, medical marijuana dispensary, combined-use marijuana licensee, testing laboratory, marijuana transporter, or any other marijuana business or function that is licensed by the state and town.

H. “Marijuana product” means a product that contains marijuana and is intended for use by a consumer by a means other than smoking. The term includes but is not limited to edible products, ointments, tinctures, marijuana derivatives, and marijuana concentrates.

I. “Medical marijuana” means marijuana or marijuana products that are for sale solely to a cardholder who is registered with the state.

J. “Medical marijuana dispensary” means the location from which a registered cardholder may obtain marijuana or marijuana products.

K. “Registered cardholder” or “cardholder” means a Montana resident with a debilitating medical condition who has received and maintains a valid registry identification card issued by the state.

L. "Testing laboratory" means the qualified person licensed by the state that provides testing of representative samples of marijuana and marijuana products; and provides information regarding the chemical composition and potency of a sample, as well as the presence of molds, pesticides, or other contaminants in a sample.

#### **17.28.040 Marijuana Businesses.**

A. Any activity involving a marijuana business as defined in this code must meet all requirements of state law including, but not limited to, the standards of title 16, chapter 12, title 50, chapter 46 Montana Code Annotated (MCA 16-12-101 et seq.), and limits on possession, clean air, etc., and any applicable administrative rules established by the state. Should such rules or laws change, any medical marijuana business facility must immediately begin any required process to come into compliance with the new rules. This includes submittal for review of applications to the Town as they may relate to zoning, business licensing, or other municipal requirements programs. Compliance with Town zoning regulations does not shield any person, corporation, or other legal entity from the requirements of, or enforcement by, other governing entities, or from civil liabilities.

B. Unless specifically exempted, any person or existing or proposed entity intending to conduct activities which meet the definitions of "agriculture," "manufacturing," "office" or "retail" as established in this chapter which is for the purpose of cultivation, manufacturing, processing, transporting, testing, distribution, sale and/or any other marijuana business must, in addition to this section, comply with all other provisions of this Code, and must not be located within 500 [COUNCIL MY ADD A GREATER DISTANCE IF IT CHOOSES] \_\_\_\_\_ linear feet of the exterior property line of and on the same street as:

1. All schools or facilities, where students are regularly present, owned or operated by the Bridger School District whether located inside or outside the Town limits; or

2. A building used exclusively as a church, synagogue, or other place of worship as defined for the purposes of this section by the state.

3. Public parks that contain a children's playground or playfield, day care centers, youth centers, public libraries and neighborhood residential zones.

4. For purposes of this section, specified distances will be measured pursuant to state law and rules promulgated by the state.

C. Air discharge control. Any marijuana cultivation, growing, manufacturing or processing operation must provide a forced air vent discharge point that is:

1. Located no closer than 30 feet from an adjacent property line or a residence; and

2. Provides a mechanical filtration system to control discharges of particulates and odors. The ventilation filtration system must be designed by a mechanical engineer licensed to practice in the state such that odors and particulates may not be detected by unaided human observation at the property boundary, and noise produced by the system must be controlled and minimized.

D. Any person applying for a zoning approval for a marijuana business must provide evidence of state licensure at the time of application and must maintain such state licensure approval at all times. Failure to maintain any and all state licensing requirements may immediately suspend zoning approval to operate a marijuana business in the Town.

E. These regulations are for review of applications to the Town and do not restrict private property owners from establishing more stringent standards for their own properties.

**NOW THEREFORE BE IT FURTHER RESOLVED** by the Bridger Town Council, Bridger Code Section 17.24.020 Marijuana Dispensary permitted is added to Chapter 17.24 COMMERCIAL DISTRICT, as follows:

**17.24.020 Marijuana Dispensary permitted.**

A. In the Commercial District it shall be lawful to operate a Marijuana Dispensary as defined in 17.28.030 C, but no other type of Marijuana Business, [COUNCIL MAY SPECIFY ALLOWED LOCATIONS for example: "on the west side of Main Street" or "between Carbon Ave. and Park Ave."]

subject to the regulations, restrictions and provisions of Title 17, chapter 28 and all other relevant provisions of this code.

This ordinance shall be in full force and effect 30 days from and after passage and approval.

**FIRST passed and approved** by the Council of the Town of Bridger, Montana this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

Attested to by:

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

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

**PASSED AND APPROVED on second reading** this this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

Attested to by:

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

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

End of Period Disbursement Detail  
 Bank Account: Bank of Bridger - 110582  
 From 01/25/2022 to 01/25/2022  
 Total Only

Check Number: None

Date	Description	Case Number	Payer	Citation No.	Amount
<b>Account 200-140 - Civil Fees</b>					-
				<b>Account 200-140 Total:</b>	\$20.00
<b>Account 200-177 - Criminal Conviction Surcharge 7467 MCA 3-1-318</b>					-
				<b>Account 200-177 Total:</b>	\$80.00
<b>Account 200-210 - Fines / Forfeitures - 1000 &amp; 7451 (50/50 Split)</b>					-
				<b>Account 200-210 Total:</b>	\$2,706.00
<b>Account 200-250 - Misdemeanor Surcharge</b>					-
				<b>Account 200-250 Total:</b>	\$120.00
<b>Account 200-340 - Technology Surcharge - 7458</b>					-
				<b>Account 200-340 Total:</b>	\$80.00
				<b>Check Total:</b>	<b>\$ 3,006.00</b>
				<b>Report Total:</b>	<b>\$3,006.00</b>

CK-# 1098