

BRIDGER TOWN COUNCIL AGENDA
MEETING TIME IS TUESDAY FEBRUARY 6, 2024 AT 7:00 PM,
BRIDGER TOWN HALL, 108 S D STREET

Tuesday February 6, 2024

PLEDGE OF ALLEGIANCE:

CALL TO ORDER:

PUBLIC COMMENT:

APPROVAL OF MINUTES FROM PREVIOUS MEETING:

- 01-09-2024 Public Hearings and Regular meeting

APPROVE CLAIMS:

APPROVE PAYROLL SUMMARY:

CORRESPONDENCE:

COMMITTEE REPORTS:

- Area Parks & Recreation District Report
- Planning Board
- Historic Preservation Commission Board
- Carbon County Conservation District
- Beartooth RC & D

APPROVAL FOR USE OF & UPGRADES TO THE BRIDGER BASEBALL COMPLEX BY THE CARBON COUNTY BASEBALL TEAM:

LEASE AGREEMENT:

- Bridger Food Bank
- R & M Solutions
- High Point Accounting
- HDC
- Carbon Equipment Repair
- Country Bum

RESOLUTION #274: Calling For an Election On The Question Of Conducting A Local Government Review And Establishing A Study Commission To Do So

REQUEST FOR PROPOSALS FOR GARBAGE CONTRACT:

APPROVE PROPERTY RENEWAL SCHEDULE:

DISCUSSION REGARDING A NEW TOWN HALL:

TOWN ATTORNEY: Ray Kuntz

TOWN JUDGE: Bert Kraft

LIBRARY DIRECTOR: Krystal Zentner

PUBLIC WORKS DIRECTOR: Randy Novakovich

POLICE REPORT: Mike Buechler

TOWN CLERK: Kirstin Sweet

MAYOR / TOWN COUNCIL:

- This is a time when the Mayor or the Council members can bring a concern before the council that is not otherwise listed on the agenda. No action can be taken at this time. If action is necessary, the item will be put on the next meeting agenda.

Conduct at Public Meetings

The public is invited to speak on any item under discussion by the Council, after recognition by the presiding officer.

The speaker should stand, and for the record, give his/her name and address, and, if applicable, the person, firm or organization he/she represents. Comments should be limited to three (3) minutes unless approval by the presiding officer, and citizens requesting to speak shall limit him or herself to matters of fact regarding the issue of concern.

Prepared statements are welcomed and should be given to the Clerk of the Council. Prepared statements that are also read, however, shall be deemed unduly repetitious. All prepared statements shall become part of the hearing record.

While the City Council is in session, those in attendance must preserve order and decorum. A member shall not delay or interrupt the proceedings or the peace of the Council, nor disturb any member while speaking or refuse to obey the orders of the Council or its presiding officer.

Any person making personal, impertinent or slanderous remarks or who shall become boisterous or disruptive during the Council meeting shall be forthwith barred from further presentation to the Council by the presiding officer, unless permission to continue be granted by the presiding officer or a majority vote of the Council.

The Bridger Town Council reserves the right to amend these rules of procedure as deemed necessary.

**BRIDGER TOWN COUNCIL MINUTES FOR A PUBLIC HEARING
HELD ON JANUARY 9, 2024**

The January 9, 2024 public hearing of the Bridger Town Council was held at 108 South D Street in Bridger. The Pledge of Allegiance was recited, and the meeting was brought to order by Mayor DeRudder at 6:30 pm. Council members present were Dustin Taylor, Shala Cullum, Cliff Shultz and Doug Asbury. Others present were Deana Kilfoy, Linda & Don Skorupa, Public Works Director Randy Novakovich, Police Chief Mike Buechler and Clerk Kirstin Sweet.

Mayor DeRudder asked for public comment regarding the variance at 211 S 5th Street. Clerk Sweet explained the progression of the property since 1974. No other public comment was offered.

There being no further business Councilman Shultz motioned to adjourn. The motion was seconded by Councilwoman Taylor. The motion carried with the votes as follows: Councilman Taylor – aye, Councilwoman Cullum – aye, Councilman Shultz – aye and Councilman Asbury – aye. Meeting adjourned at 6:39 pm.

Clifford Shultz, Mayor

ATTEST:

Kirstin Sweet, Town Clerk

**BRIDGER TOWN COUNCIL MINUTES FOR A PUBLIC HEARING
HELD ON JANUARY 9, 2024**

The January 9, 2024 public hearing of the Bridger Town Council was held at 108 South D Street in Bridger. The Pledge of Allegiance was recited, and the meeting was brought to order by Mayor DeRudder at 6:45 pm. Council members present were Dustin Taylor, Shala Cullum, Cliff Shultz and Doug Asbury. Others present were Phil Lambert, Deana Kilfoy, Don and Linda Skorupa, Sargent Codi Peters, Public Works Director Randy Novakovich, Police Chief Buechler and Clerk Kirstin Sweet.

Mayor DeRudder asked for public comment regarding the change of use for property described as S21, T06 S, R23 E, Plat 269 Less Hwy. Also known as 2646 Highway 310 Bridger, MT 59014. Clerk Sweet explained that the owners asked for commercial zoning when they petitioned for annexation. No other public comment was offered.

There being no further business Councilman Asbury motioned to adjourn. The motion was seconded by Councilwoman Cullum. The motion carried with the votes as follows: Councilman Taylor – aye, Councilwoman Cullum – aye, Councilman Shultz – aye and Councilman Asbury – aye. Meeting adjourned at 6:48 pm.

Clifford Shultz, Mayor

ATTEST:

Kirstin Sweet, Town Clerk

**BRIDGER TOWN COUNCIL MINUTES FOR A REGULAR MEETING
HELD ON JANUARY 9, 2024**

The January 9, 2024 meeting of the Bridger Town Council was held at 108 South D Street in Bridger. The Pledge of Allegiance was recited, and the meeting was called to order at 7:00 pm by Mayor DeRudder. Other council members present were Shala Cullum, Dustin Taylor, Cliff Shultz and Doug Asbury. Others present were Deana Kilfoy, Don & Linda Skorupa, Phil Lambert, Brenda & Mike Wham, Dana Zier, Tom Mudd, Patricia Grabow, Matt Stump, Lonna Weiss, Sargent Codi Peters, Police Chief Mike Buechler, Public Works Director Randy Novakovich and Clerk Kirstin Sweet.

The first item on the agenda was public comment. Phil Lambert was present to ask the council about the possibility of passing an ordinance so that engine brakes are not allowed in town limits. He also asked about how one might go about reducing the speed limit between the Town limits and the junction of highway 310 and highway 72. Members of the Bridger Historical Society were present and wanted to make the council aware of some grant funding for restoration of historical buildings. They feel this could be used for the old Town Hall. Patricia Grabow also presented the council with a letter she had written for them regarding historical buildings.

The next item on the agenda was to appoint a new council president. A motion was made by Councilwoman Cullum to appoint Cliff Shultz as he has seniority on the council. The motion was seconded by Councilman Asbury. The motion carried with the votes as follows: Councilman Taylor – aye, Councilwoman Cullum – aye, Councilman Shultz – aye and Councilman Asbury – aye.

Next on the agenda was the approval of the minutes from the December 5, 2023 regular meeting. A motion to approve all the minutes was made by Councilman Taylor, seconded by Councilman Shultz. The motion carried with the votes as follows: Councilman Taylor – aye, Councilwoman Cullum – aye, Councilman Shultz – aye and Councilman Asbury – aye.

The next item of business was the approval of claims. The department heads answered questions regarding the claims. Councilwoman Cullum made a motion to approve the claims including check #34538 to #34561. Also, electronic checks #-98091 to #-98085. The motion was seconded by Councilman Asbury. The motion carried with the votes as follows: Councilman Taylor – aye, Councilwoman Cullum – aye, Councilman Shultz – aye and Councilman Asbury – aye.

Next on the agenda was the Payroll Summary. Councilwoman Cullum motioned to approve the payroll summary including check #34505 and #34531 to #34536. Also, electronic checks #-85404 to #-85368. Councilman Taylor seconded the motion. The motion carried with the votes as follows: Councilman Taylor – aye, Councilwoman Cullum – aye, Councilman Shultz – aye and Councilman Asbury – aye.

Next on the agenda was the committee reports. No committee reports.

Next on the agenda was Special Events Applications. The first one was from the Dry Creek Saloon for a dance at the Civic Center on March 23, 2024. Mayor DeRudder reviewed the application. A motion to approve the application was made by Councilwoman Cullum, seconded by Councilman Shultz. The motion carried with the votes as follows: Councilman Taylor – aye, Councilwoman Cullum – aye, Councilman Shultz – aye and Councilman Asbury – aye. The second application was from the Jim Bridger Days Committee for a Valentines Dance at the Civic Center to be held February 10, 2024. Mayor DeRudder reviewed the application. A motion to approve the application was made by Councilman Shultz, seconded by Councilman Asbury. The motion carried with the votes as follows: Councilman Taylor – aye, Councilwoman Cullum – aye, Councilman Shultz – aye and Councilman Asbury – aye.

The next agenda item was a variance application from Donald Skorupa. Mayor DeRudder reviewed the application. A motion to approve the application was made by Councilwoman Cullum, seconded by Councilman Shultz. The motion carried with the votes as follows: Councilman Taylor – aye, Councilwoman Cullum – aye, Councilman Shultz – aye and Councilman Asbury – aye.

The next item on the agenda was the Bridger Beautification Committee. Committee member Lonna Weiss was present to present drawings of murals that they would like to be placed on the front exterior wall of the civic center. Once the murals are provided the Town Public Works Crew will install them. A motion to allow this project, the cost of which will be covered by the beautification committee, was made by Councilman Shultz, seconded by Councilman Asbury. The motion carried with the votes as follows: Councilman Taylor – aye, Councilwoman Cullum – aye, Councilman Shultz – aye and Councilman Asbury – aye.

The next item on the agenda was Resolution #273A to set zoning for the annexation of property described as S21, T06 S, R23 E, Plat 269 Less Hwy. Also known as 2646 Highway 310 Bridger, MT 59014.

Mayor DeRudder reviewed the resolution. A motion to approve the resolution was made by Councilman Taylor, seconded by Councilman Taylor. The motion carried with the votes as follows: Councilman Taylor – aye, Councilwoman Cullum – aye, Councilman Shultz – aye and Councilman Asbury – aye.

The next agenda item was request for proposals (RFP) for a garbage contract. The current contract expires on June 30, 2024. Clerk Sweet asked the council to review the last RFP from 2014. She hopes to have a RFP for approval at the next meeting.

The next item was a discussion regarding the need for a new town hall building. Clerk Sweet had nothing new to report for this item.

Attorney Kuntz was not present.

Judge Kraft was not present.

Library Director Zentner was not present.

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

Chief Buechler presented stats for the month of December as well as year-end information for 2023.

Clerk Sweet spoke to the council about the audit that was just completed.

Mayor and Town Council: Free Food Delivery will likely return Bridger in the future.

There being no further business, Councilman Taylor motioned to adjourn. The motion was seconded by Councilman DeRudder. The motion carried with the votes as follows: Councilman Taylor – aye, Councilwoman Cullum – aye, Councilman Shultz – aye and Councilman Asbury – aye. The meeting was adjourned at 7:59 pm.

Clifford Shultz, Mayor

ATTEST:

Kirstin Sweet, Town Clerk

Total for Payroll Checks

	Employee	Employer	Amount
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COMA HOURS (Comp Time Accumulated)	10.50		
COMP HOURS (Comp Time Used)	16.50		301.47
HOL HOURS (Holiday Pay)	177.04		3,440.86
REG HOURS (Regular Time)	1,179.50		23,277.45
SICK HOURS (Sick Time)	49.40		1,157.59
VACA HOURS (Vacation Time Used)	154.36		3,052.79
GROSS PAY	31,230.16	0.00	
NET PAY	24,334.42	0.00	
NET PAY (CHECKS)	2,331.34		
NET PAY (DIRECT DEPOSIT)	22,003.08		
DENTAL	0.00	389.00	
FIT	1,059.38	0.00	
GROUP HEALTH	445.00	8,912.00	
LIFE INSURANCE	0.00	19.60	
MEDICARE	452.85	452.85	
P.E.R.S.	2,406.07	2,762.42	
SIT	596.16	0.00	
SOCIAL SECURITY	1,936.28	1,936.28	
UNEMPL. INSUR.	0.00	109.30	
VISION HEALTH	0.00	81.50	
WORKERS' COMP	0.00	920.90	
ALTANA FED CRED	2,046.28	0.00	
BANK OF BRIDGER	7,721.11	0.00	
FIRST INTERSTAT	299.87	0.00	
STOCKMAN BANK	2,282.94	0.00	
US BANK-MT	2,045.00	0.00	
WELLS FARGO BAN	4,588.95	0.00	
WESTERN SECURIT	3,018.93	0.00	
FIT/SIT BASE	28,824.09	0.00	
MEDICARE BASE	31,230.16	0.00	
PERS BASE	30,456.53	0.00	
SOC SEC BASE	31,230.16	0.00	
UN BASE	31,230.16	0.00	
WC BASE	31,230.16	0.00	

Total 15,583.85
Total Payroll Expense (Gross Pay + Employer Contributions): 46,814.01

Check Summary

Payroll Checks Prev. Out.	\$204.79
Payroll Checks Issued	\$12,178.44
Payroll Checks Redeemed	\$0.00
Payroll Checks Outstanding	\$12,383.23
Electronic Checks	\$33,605.37

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

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Social Security	3872.56		3872.56	212000
Medicare	905.70		905.70	212001
P.E.R.S.	5168.49		5168.49	212203
Unempl. Insur.	109.30			212202
Workers' Comp	920.90		109.30	212201
FIT	1059.38		920.90	212002
SIT	596.16		1059.38	212200
DENTAL	389.00		596.16	212502
LIFE INSURANCE	19.60		389.00	212502
VISION HEALTH	81.50		19.60	212502
GROUP HEALTH	9357.00		81.50	212502
			9357.00	212502
Total Ded.	22479.59	0.00	21449.39	1030.20

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

Checks: 34537 and 34562 to 34563

Electronic Checks: -85367 to -85334

Correspondence

Bridger Golden Age Society
PO Box 583
306 E Broadway Ave
Bridger, Montana 59014

27 January 2024

Bridger Municipal Building
Town of Bridger
108 S. D Street
Bridger, Montana 59014

To Whom It May Concern:

After discussion and careful consideration of the information received at our December 5, 2023 meeting, a decision was made.

The Board of the Golden Age Society unanimously voted at our January 18th Board meeting to respectfully decline the town's proposal to pursue obtaining the Community Development Block Grant to be used to build a new Town Hall/Community Center /Senior Center.

Thank you for your time and consideration.

Sincerely,



Golden Age Society Board
Collean Belcher, President

Cc: Area II Agency on Aging
Craig R. Erickson, CGW
Bill Bullock, County Commissioner

Town of Bridger
105 S . D Street
Bridger , Montana 59014
Atten : Mayor De Rudder

Subject ; Speed limit

I am sending this information , diagram and concerns regarding the Highway 310 and 72 intersection in Carbon County . The following are other intersection speed limits in Carbon County .

310 and 212 at Rockville (45 mph)
212 and 421 at Joliet (55 mph)
308 and 72 at Belfry (35 mph)

I know of no other Highway intersection in Carbon County that has a 70 mph speed limit . Even the old 212 from Rockville to Laurel intersection , 55 mph .

The speed limit leaving Bridger increase to 70 mph shortly after the city limits and continues for 1/2 mile to and beyond the intersection of 72 and 310 . This constitutes a problem for drivers wanting to turn onto 72 . Drivers have to speed up to 70 for this 1/2 mile stretch and then slow down to turn onto 72 . Most traffic continue southbound to Wyoming and will tailgate the slower traffic wanting to turn onto 72 .

Traffic turning north on 312 towards Bridger have to contend with same thing going in the opposite direction , plus try to judge the speed of traffic coming off a curve on 312 to the south . Again , speed up to 70mph for 1/2 mile or get tailgated into Bridger .

There are 15 commercial , residential driveways and roads that enter 312 in 1/2 mile where the speed limit is 70 . Approximately one every 170 feet .

There have been numerous accidents , and I'm told some fatalities at this intersection .

I have attended a Town meeting in Bridger and was advised by you to send a personal letter regarding this problem .

Thank you in advance for your concern and prompt response .

Phil Lambert
P.O. box 14 Bridger Montana 59015
406-210-4592 Email : pjdjla@gmail.com

CC : Bill Bullock , Carbon County Commissioner
Scott Blaine , Carbon County Commissioner

Scott Miller Carbon County Commissioner
Dustin Rouse Montana DOT , Helena
Michael Miller Montana Dot , Billings

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 1st day of March 2024, 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, 2024 through March 1, 2025**. 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.

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 \$8,000 annually. Should the annual utility costs for the building exceed \$8,000 in any one calendar year, the tenant shall be charged for their proportionate share of the utility's cost in excess of \$8,000.
6. **SECURITY DEPOSIT.** N/A.
7. **USE.** Lessee plans to use the leased premises for storage of food. Lessee shall not commit waste upon the leased premises, and covenants and agrees to keep and maintain the premises in a clean and sanitary condition at all times at a standard comparable to its present condition. Upon termination of the tenancy, Lessee shall surrender the premises to the Lessor in as good a condition as when received, ordinary wear and tear excepted.
8. **UPKEEP.** The Lessee shall regularly clean all areas used by the Community Food Bank including the bathrooms.
9. **MAINTENANCE, REPAIR AND REPLACEMENT.** Lessor shall maintain, repair and replace all of the structural elements of the Premises. The heating, ventilation and air-conditioning system shall be maintained by Lessor.
10. **ALTERATIONS AND IMPROVEMENTS.** Lessee shall not make any alterations, improvements, or additions to or upon the leased premises without first obtaining the written consent of the Lessor. Lessor shall have the right to require Lessee to supply sufficient plans and specifications to permit Lessor to evaluate the proposed alterations or improvements. No alterations or improvements may be made which will jeopardize or compromise the integrity or safety of the structure of the building or any of its systems or components. Any alterations, additions and improvements made by Lessee to or upon the leased premises shall be paid for by Lessee, unless otherwise agreed or provided for herein, and shall at once, when made or installed, become the property of Lessor.

11. FIXTURES AND EQUIPMENT. Lessee shall have the right to erect, install, maintain and operate on the leased premises such equipment and fixtures as are reasonably necessary or convenient to the operations to be conducted thereon. It is mutually agreed and understood that customary trade fixtures, equipment, and signs may be installed upon the leased premises. All trade fixtures and equipment shall be and shall remain the property of Lessee and may be removed by Lessee any time during the term of this Lease or any renewals or extensions thereof. Any trade fixtures or equipment remaining on the leased premises ten (10) days after the expiration of the term of this Lease (including extensions), may, at Lessor's election, be conclusively deemed to have been abandoned by Lessee and all of Lessee's right, title or interest therein shall pass to Lessor. Alternatively, Lessor may elect to require Lessee to remove such property at Lessee's own expense.

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

13. NON-DISCRIMINATION.

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

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

funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1974, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, will also apply to any such program or activity.”

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

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

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

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

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

TO LESSEE: Lisa Price
 Bridger Community Food Bank
 P.O. Box 696
 Bridger, MT 59014

16. **ASSIGNMENT AND SUBLETTING**. Lessee may not assign or transfer this Lease or sublet the premises or any part thereof. Any attempted assignment, transfer or subletting of this Lease or the premises or any part hereof or thereof shall be void *ab initio*.

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

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

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

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

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

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

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

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

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

LESSOR

Mark DeRudder
TOWN OF BRIDGER

LESSEE

Lisa Price
COMMUNITY FOOD BANK

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 1st day of March, 2024 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 R and M Solutions, INC with a mailing address of 108 S. D Street, Bridger, Montana, 59014, 406-860-9478, herein referred to as "TENANT."

IN CONSIDERATION of the payment of rentals and covenants hereinafter set forth to be kept and performed by the Tenant, the Landlord does hereby rent and demise to the 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," are a portion of the building and parking lot located upon the following described real property located in Bridger, Carbon County, Montana:

.687 acres of land located approximately 200 feet north of the intersection of D Street and East Broadway in the Town of Bridger, Montana. The leased property borders D Street on the east side. A map showing the location of the leased property (on which the leased property is referenced "TEESDALE OIL LEASE") is attached hereto as Exhibit A and made part hereof by reference.

Additionally, the portion of the .687 acres leased by the Tenant as shown on attached footprint, the tenant's space is in gray.

2. **PRIMARY TERM-RENEWAL OPTION**. The lease term is for twelve (12) months beginning on the date this lease is signed by the parties and continuing to March 1, 2025. 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.

Tenant must give Landlord at least 30 days advance written notice, prior to the expiration of the Lease, of his intent to renew. The parties must then agree upon the new rental prior to the expiration date.

3. **RENTAL**. Tenant agrees to pay Landlord for use of the leased premises a rental fee, in advance, in the amount of \$_____ **per 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**. The Tenant shall be responsible for any special use tax assessed by the County of Carbon and personal property/business liability insurance. The Landlord shall be responsible for all real property insurance.
5. **UTILITIES, COMMON AREA MAINTENANCE**. The tenant shall be responsible for heating, electrical, water and communications expenses related to the Premises.
6. **SECURITY DEPOSIT**. None.
7. **USE**. Tenant intends to use the Premises for production and storage of pallets. Tenant 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, Tenant shall surrender the premises to the Landlord in as good a condition as when received, ordinary wear and tear excepted. Tenant shall ensure that all tenant's property, including without limitation equipment, materials, supplies and vehicles, remains on the portion of the premises leased to tenant and shall be responsible for ensuring that tenant's property does not interfere in any way with any other lessee or the use of the common areas by Landlord or lessees. For each day that tenant is in violation of this requirement, tenant shall pay Landlord \$10.00 per day.
8. **MAINTENANCE, REPAIR AND REPLACEMENT**. Tenant shall maintain, repair and replace all of the structural elements of the Premises. The heating, ventilation and air-conditioning system shall be maintained by Landlord.
9. **ALTERATIONS AND 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. Landlord shall have the right to require Tenant to supply sufficient plans and specifications to permit

Landlord 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 Tenant to or upon the leased premises shall be paid for by Tenant, unless otherwise agreed or provided for herein, and shall at once, when made or installed, become the property of Landlord.

10. FIXTURES AND EQUIPMENT. Tenant 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 Tenant and may be removed by the Tenant 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 Landlord's election, be conclusively deemed to have been abandoned by Tenant and all of Tenant's right, title or interest therein shall pass to Landlord. Alternatively, Landlord may elect to require Tenant to remove such property at Tenant's own expense.

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 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. **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 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 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 Landlord shall be construed as an election to terminate this Lease unless written notice of such intention be given to Tenant.

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

TO TENANT: R and M Solutions, INC
P.O. Box 733
Bridger, MT 59014

15. **ASSIGNMENT AND SUBLETTING**. Tenant 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*.

16. **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.

17. **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.

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. Landlord agrees that Tenant, 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 Landlord 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. Landlord and Tenant 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 executed this instrument on the day and year first above written.

LANDLORD
TOWN OF BRIDGER

TENANT(s)
R and M Solutions, INC

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 1st day of March 2024, 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 High Point Accounting, 633 East South Street Powell, WY 82435, 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.

- DESCRIPTION OF LEASED PREMISES**. The premises leased, hereinafter called "leased premises," is described as a 50' by 100' enclosed area of the building located in Lot 1 of the Bridger Industrial Park, Bridger, Montana (Building) per the attached map with access to the bathroom. (see attached footprint attached hereto as Exhibit 1, tenant's space is in *purple*).
- PRIMARY TERM-RENEWAL OPTION**. The Lease term is granted for a period from **March 1, 2024 through March 1, 2025**. 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 Lessee's intent to renew. The parties must then agree upon the new rental prior to the expiration date.

- RENTAL**. Tenant agrees to pay Landlord for use of the leased premises a rental fee, in advance, in the amount of **Five Hundred Thirty-Five Dollars and fifty cents (\$535.50) per 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.
- 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. Lessee shall have Lessor named as an additional insured on Lessee's policy of insurance. Lessee shall be responsible for any special use tax assessed by the County of Carbon (if any).

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 \$8,000 annually. Should the annual utility costs for the building exceed \$8,000 in any one calendar year, the tenant shall be charged for their proportionate share of the utility's cost in excess of \$8,000.
6. **USE.** Lessee plans to use the leased premises for operation of an accounting firm. 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.
7. **UPKEEP.** The Lessee shall regularly clean all areas used by the Lessee including the bathrooms.
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 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.

a. Initial Improvements. Lessor and Lessee have agreed that Lessee will make improvements and additions to the premises to make the premises suitable for a professional accounting firm. Lessee will do the work with the exception of electrical work which needs to be done by a licensed electrician. Lessor will pay for the licensed electrician; all materials needed for the improvements and will pull the building permit from the state. Lessor shall review and approve, in its sole discretion, the materials required for the improvements before being obligated to pay for said materials.

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 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.

11. 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.

12. 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.”

13. 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.

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 S. D Street
 Bridger, Montana 59014
 406-662-3677

TO LESSEE: High Point Accounting
 633 East South Street Powell, WY 82435
 Phone: 307-899-1742

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 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.

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 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.

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 have executed this instrument on the day and year first above written.

LESSOR

Mark DeRudder
TOWN OF BRIDGER

LESSEE

Sara Skalsky
High Point Accounting

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 1st day of March 2024 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.”

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 March 1, 2025. 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**. Lessee agrees to pay Lessor for use of the leased premises a rental fee, commencing on the date of occupancy, in the amount of \$ _____ **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.** 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 \$8,000 annually. Should the annual utility costs for the building exceed \$8,000 in any one calendar year, the tenant shall be charged for their proportionate share of the utility costs in excess of \$8,000.

6. **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.

7. **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.

8. **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.

9. 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.

10. 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.

11. 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."

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

13. 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.

14. 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.

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

16. 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.

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. 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.

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

19. 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.

20. 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.

21. 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 1st day of March 2024 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 March 1, 2025. 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 \$ _____ 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 \$8,000 annually. Should the annual utility costs for the building exceed \$8,000 in any one calendar year, the tenant shall be charged for their proportionate share of the utility's costs in excess of \$8,000.
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 having executed this instrument on the day and year first above written.

LESSOR

TOWN OF BRIDGER

BY _____

LESSEE

CARBON EQUIPMENT REPAIR, LLC

BY _____

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 1st day of March 2024, 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 March 1, 2024 and continuing through March 1, 2025. 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 \$ _____ **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.
- 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 \$8,000 annually. Should the annual utility costs for the building exceed \$8,000 in any one calendar year, the tenant shall be charged for their proportionate share of the utility costs in excess of \$8,000.

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: Country Bumpkin Candles/Shannie
Shannie DeRudder,
P.O. Box 603
Bridger 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 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. 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
TOWN OF BRIDGER

LESSEE
COUNTRY BUMPKIN CANDLES
SHANNIE DERUDDER

BY _____

BY _____

RESOLUTION NO. 274

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BRIDGER, MONTANA, CALLING FOR AN ELECTION ON THE QUESTION OF CONDUCTING A LOCAL GOVERNMENT REVIEW AND ESTABLISHING A STUDY COMMISSION TO DO SO.

WHEREAS, Section 9, Article XI of the Constitution of the State of Montana requires that each unit of local government shall conduct an election once every ten years to determine whether the local government will undertake a local government review procedure; and

WHEREAS, 7-3-173(2) M.C.A. requires that the governing body shall call for an election, to be held on the primary election date, on the question of conducting a local government review and establishing a study commission; and

WHEREAS, the Bridger Town Council is the governing body of the Town of Bridger.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Town Council of Bridger hereby calls for an election on the question of conducting a local government review and electing a study commission to be held at the primary election on June 4, 2024.
2. If the voters decide in favor of conducting a local government review, a study commission comprised of three members shall be elected at the general election of November 5, 2024.
3. Pursuant to 7-3-175, M.C.A. the question of conducting a local government review shall be submitted to the electors in substantially the following form:

Vote for one:

FOR the review of the government of Town of Bridger and the establishment and funding, not to exceed \$20,000.00, of a local government study commission consisting of three (3) members to examine the government of Town of Bridger and submit recommendations on the government.

AGAINST the review of the government of Town of Bridger and the establishment and funding, not to exceed \$20,000.00, of a local government study commission consisting of three (3) members to examine the government of Town of Bridger and submit recommendations on the government.

DULY passed and adopted at the Regular Meeting of the Bridger Town council this 10th day of October 2023. This Resolution shall become effective immediately upon passage.

ATTEST:

Mark DeRudder, Mayor

Kirstin Sweet, Town Clerk / Treasurer

Locations

Location Number	Territory	Name	Street 1	Insured Building Value	Insured Contents Value	Changes
013BLD0025	013 - SOFTBALL COMPLEX	BALL PARK	WEST PARK AVE	67,315.00	0.00	
013BLD0004	013 - RODEO BLEACHERS	BLEACHERS	20 CEMETERY ROAD	50,039.00	0.00	
013BLD0022	013 - WATER TOWER	BRIDGER WAER TANK	OLD MINE ROAD	697,998.00	0.00	
013BLD0010	013 - OLD	CITY OFFICES	201 SOUTH B STREET	0.00	0.00	
013BLD0013	013 - CIVIC CENTER	COMMUNITY CENTER	210 S. MAIN STREET	698,207.00	0.00	
013BLD0003	013 - RODEO BLEACHERS	CONCESSION	20 CEMETERY ROAD	36,550.00	0.00	
013BLD0034	013 - RODEO BLEACHERS	Crows Nest	20 Cemetery Road	35,000.00	0.00	
013BLD0017	013 - NEW TOWN SHOP	EQUIPMENT SHOP	302 S Sugar Ave	195,517.00	22,575.00	
013BLD0032	013 - MANUFACTURING BLDG	Factory Building STORAGE SHED	204 NORTH D STREET	10,750.00	0.00	
013BLD0005	013 - POOL	HEATER & FILTER	201 C STREET	12,829.00	45,000.00	
013BLD0029	013 - BRIDGER PARK	KIOSK	E. FAIRLANE AVE.	0.00	0.00	
013BLD0018	013 - MANUFACTURING BLDG	LIGHT INDUSTRIAL	206 NORTH D ST	1,987,578.00	32,250.00	
013BLD0028	013 - VETERANS PARK	MONUMENT	2ND & BROADWAY	0.00	0.00	
013BLD0026	013 - TWIN CARE COTTAGE MODU	NEW CITY OFFICES	108 SOUTH D STREET	199,346.00	112,875.00	
013BLD0009	013 - OLD	PARK ENTRANCE	201 SOUTH B STREET	0.00	0.00	
013BLD0002	013 - LIBRARY	PUBLIC LIBRARY	113 W. BROADWAY	223,368.00	604,325.00	
013BLD0006	013 - POOL	PUBLIC POOL	201 C STREET	622,593.00	0.00	
013BLD0020	013 - SEWER LAGOON	SEWER TREATMENT	EAST OF F STREET	1,829,354.00	0.00	
013BLD0021	013 - SEWER BLOWER BLDG.	SEWER TREATMENT	EAST OF F STREET	3,862.00	39,384.00	
013BLD0030	013 - BRIDGER PARK	SHELTER	E. FAIRLANE AVE.	3,063.00	0.00	
013BLD0007	013 - BRIDGER PARK	SHELTERS	300 E BROADWAY	6,131.00	0.00	
013BLD0008	013 - POOL	SHOWER BUILDING	207 E Park Ave	157,752.00	0.00	
013BLD0027	013 - VETERANS PARK	STATUE	2ND & BROADWAY	0.00	0.00	
013BLD0031	013 - BRIDGER PARK	STATUE	E. FAIRLANE AVE.	26,875.00	0.00	
013BLD0012	013 - STORAGE GARAGE	STORAGE GARAGE	206 C STREET	87,576.00	5,644.00	
013BLD0001	013 - STORAGE BLDG	TV District Building	101 W BROADWAY	17,405.00	0.00	
013BLD0033	013 - SEWER LAGOON	UV BUILDING	68 EAST BRIDGER ROAD	368,551.00	0.00	
013BLD0016	013 - FIREHOUSE	VOLUNTEER FIRE STATION #1	212 SOUTH C ST.	231,125.00	112,875.00	
013BLD0014	013 - FIREHOUSE	VOLUNTEER FIRE STATION #2	212 SOUTH C ST.	693,375.00	395,063.00	

Location Number	Territory	Name	Street 1	Insured Building Value	Insured Contents Value	Changes
013BLD0015	013 - FIREHOUSE	VOLUNTEER FIRE STATION #3	212 SOUTH C ST.	231,125.00	56,438.00	
013BLD0024	013 - PUMP HOUSE #1	WELL HOUSE #1	SOUTH B SREET.	15,675.00	3,693.00	
013BLD0023	013 - PUMP HOUSE #1	WELL HOUSE #2	SOUTH B STREET	28,314.00	4,380.00	
013BLD0019	013 - PUMP HOUSE #3	WELL HOUSE #3	EAST CARBON ST.	17,859.00	16,650.00	