

**BIG HORN COUNTY  
BOARD OF COUNTY  
COMMISSIONERS**

121 3rd St W  
Room 301  
Hardin, MT 59034



**BIG HORN COUNTY BOARD OF COUNTY  
COMMISSIONERS MINUTES  
October 9, 2025  
9:30 AM**

**Members**

Lawrence Big Hair, Presiding Officer  
George Real Bird III, Member  
Larry Vandersloot, Member

1. Call to Order

Commissioner Big Hair, Presiding Officer calls meeting to order.

2. Roll Call

Commissioner Big Hair, Presiding Officer, Commissioner Real Bird, member were all in attendance. Heather Ready, Deputy County Attorney was also in attendance.

3. Claim Approvals

Commissioner Real Bird entertained a motion to approve claims 1101. The motion was seconded by Commissioner Big Hair and passed unanimously.

4. Approve Minutes and Supporting Documents

Commissioner Real Bird entertained a motion to approve minutes of October 2nd, 2025. The motion was seconded by Commissioner Big Hair and passed unanimously.

5. Personnel/Legal

6. Old Business

7. New Business

Public Hearing Insurance fee for facility use.

With no comments being made Commissioner Big Hair closes the public hearing.

Cemetery Office Lease

Heather Ready, Deputy County Attorney, presents the agreement for cemetery district 1 to utilize the blue room to store some items. It's a month-to-month lease. Commissioner Real Bird entertained a motion to approve the lease. The motion was seconded by Commissioner Big Hair and passed unanimously.

County Planning Board Appointment

Commissioner Real Bird entertained a motion to appoint Kelsey Roebling to the county planning board for a term of three years. The motion was seconded by Commissioner Big Hair and passed unanimously.

City-County Planning Board Appointment

Commissioner Real Bird entertained a motion to appoint Bill Hodges to the city county planning board for a term of 2 years. The motion was seconded by Commissioner Big Hair and passed unanimously.

8. Public Comments

9. Discussion

10. Adjourn

There being no other business, the board adjourned.

Approved: L. Big Hair  
Lawrence Big Hair, Presiding Officer

Attest: Peri Schenderline  
Peri Schenderline, Deputy Clerk & Recorder

## Lease Agreement

*THIS LEASE AGREEMENT* is made effective the 9<sup>th</sup> day of October, 2025, by and between Big Horn County (COUNTY), a political subdivision of the State of Montana, P.O. Box 908, Hardin, MT 59034 and Cemetery District No. 1 (CEMETERY DISTRICT), whose mailing address is P.O. Box 908, Hardin, MT 59034.

IN CONSIDERATION of the mutual promises contained herein, the parties agree as follows:

**1. Identification of Leased Premises.** Upon and subject to the terms, provisions, limitations, covenants, agreements and conditions hereinafter set forth, COUNTY hereby leases and demises unto CEMETERY DISTRICT, and CEMETERY DISTRICT hereby takes and hires the space commonly known and referred to as Room 309 of the Big Horn County Courthouse, together with the right to use, for ingress and egress, the parking areas, roads and driveway attached (all hereinafter referred to as the "Leased Premises").

**2. Term.** This lease shall be month-to-month beginning on the 1st day of October, 2025 (the "Commencement Date"). This Lease shall automatically renew each month, unless either Party gives thirty-days written notice of its intention to terminate the Lease.

**3. Rent.** CEMETERY DISTRICT shall not pay rent as the By-Laws of Big Horn County Cemetery District No. 1 have historically provided that "the Cemetery District shall maintain its principal office in the courthouse building of Big Horn County, Montana, in Hardin, Montana."

**4. Delivery of Premises and Maintenance.** COUNTY shall deliver to CEMETERY DISTRICT possession of the Premises in "as-is where-is" condition.

**5. Care of Leased Premises by CEMETERY DISTRICT.** CEMETERY DISTRICT will not commit any waste of the Leased Premises, nor use or permit the use of the Leased Premises in violation of any present or future law of the United States or the State of Montana, or in violation of any municipal ordinance or regulation applicable thereto. CEMETERY DISTRICT shall promptly provide COUNTY with a copy of any notice received from any such authority.

**6. Indemnity Agreement.** CEMETERY DISTRICT covenants with COUNTY that COUNTY shall not be liable for any damage to property or injury or death of any person during the term of this Lease, by reason of the use, occupancy and enjoyment of the Leased Premises by the CEMETERY DISTRICT or any person thereon or holding under said CEMETERY DISTRICT; that CEMETERY DISTRICT will indemnify and save harmless the COUNTY from all liability whatsoever including attorney fees and costs, on account of any such real or claimed damage or injury and from all liens, claims and demands arising out of the use or occupancy of the Leased Premises and its facilities, but the CEMETERY DISTRICT shall not be liable for damage or injury occasioned by the negligence of the COUNTY and its designated agents, servants or employees. CEMETERY DISTRICT agrees to give notice promptly to COUNTY of

any action, proceeding or suit against the COUNTY or CEMETERY DISTRICT involving the Leased Premises.

**7. Damage and Destruction of Leased Premises.** In the event the Leased Premises is damaged by fire or other casualty, as to become unfit for occupation, the Lease Agreement shall become null and void from the date of such damage. The CEMETERY DISTRICT shall immediately surrender the Leased Premises to the COUNTY.

**8. Signs.** Any sign, lettering, picture, notice or advertisement installed on or in any part of the Leased Premises and visible from the exterior of the Building, or visible from the exterior of the Leased Premises, shall comply with existing local regulations governing advertising. Upon the termination or expiration of the Lease Agreement, the signs, letterings, pictures, notices or advertisements installed will be removed and any repairs made by the CEMETERY DISTRICT, at the CEMETERY DISTRICT'S sole expense.

**9. COUNTY'S Right To Examine Leased Premises.** CEMETERY DISTRICT shall permit COUNTY'S agents and representatives to enter into and upon the Leased Premises, or any part thereof, at any reasonable hour, for the purpose of examining the same, or making such repairs or alterations as COUNTY deems appropriate. In the event COUNTY needs access to CEMETERY DISTRICT'S space during non-business hours, COUNTY shall give notice of its intention to enter at least twenty-four (24) hours prior to entry. CEMETERY DISTRICT shall have the right to be present during such entry. In the event of an emergency, COUNTY may enter the Leased Premises without having first received CEMETERY DISTRICT'S permission.

**10. Quiet Enjoyment.** COUNTY covenants that if and so long as CEMETERY DISTRICT pays the rent and performs the terms, covenants, and conditions applicable to it, CEMETERY DISTRICT shall peaceably and quietly have, hold, and enjoy the Leased Premises for the term of this Lease and any subsequent renewals.

**11. Warranties and Representations by CEMETERY DISTRICT.** CEMETERY DISTRICT warrants and represents that the Board of Trustees is authorized to enter into this Lease on behalf of CEMETERY DISTRICT. The Board of Trustees acknowledges and agrees that they are responsible for the performance of all terms and conditions of this lease.

**12. Entire Agreement.** This Lease Agreement constitutes the entire agreement between the parties with respect to its subject matter and may not be modified, amended, altered or restated, except in writing signed by all the parties.

**13. Counterparts.** This Lease Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Based on the location of all parties, a facsimile or email attachment containing a signature of one or more of the parties hereto shall be deemed an original.

**14. Captions & Headings.** The headings and captions in this Lease Agreement are for convenience of reference only and shall not affect the meaning, substance or construction of any of the provisions or terms of this Lease Agreement.

**15. No Waiver.** Any indulgence, forbearance or waiver by a party of any obligation of another party under this Lease Agreement, or breach, shall not constitute or require a waiver of a subsequent breach of any sort, or extend any time for performance.

**16. Construction.** Whenever the singular number is used in this Lease Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

**17. Notice.** Any notice or other communication required or permitted under this Lease Agreement shall be in writing and delivered by one of the following methods: (i) personal delivery, (ii) deposited in the United States mail, certified or registered, return receipt requested, addressed as set forth below, or (iii) delivered to a private delivery service, such as Federal Express, addressed as set forth below:

**TO COUNTY:**

Big Horn County Board of Commissioners  
P.O. Box 908  
Hardin, MT 59034

**TO CEMETERY DISTRICT NO. 1:**

Cemetery District No. 1  
P.O. Box 908  
Hardin, MT 59034

Notice shall be deemed to be given upon the date of delivery in person or by private delivery service, or, if mailed, upon the earlier of receipt or three days from the date of postmark. Any party may change its address by giving written notice of the change to the other parties in the manner provided in this section.

**18. Attorney Fees and Governing Law.** In the event of a dispute arising hereunder, the prevailing party shall be entitled to reasonable attorney's fees, costs, disbursements, and all other expenses incurred in connection with the resolution of the dispute or in connection with the enforcement of this Lease Agreement as ordered by the Court. In the event a dispute arises under this Lease Agreement, the dispute shall be governed and determined by the laws of the State of Montana in effect at the time of this Lease Agreement. All parties submit to the jurisdiction and venue of the Montana Twenty-Second Judicial District, Big Horn County.

**19. Severability.** If any provision of this Lease Agreement or its application to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Lease Agreement and its application shall not be affected and shall be enforceable to the fullest extent permitted by law.

**20. Heirs, Successors, & Assigns.** Each and all of the covenants, terms, provisions, and agreements contained in this Lease Agreement shall be binding upon and inure to the benefit of the parties hereto, and to the extent permitted by this Lease Agreement, their respective heirs, legal representatives, successors, and assigns

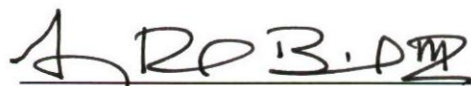
IN WITNESS WHEREOF, the parties have executed this Lease Agreement consisting of 4 pages effective the date appearing on Page 1.

**BIG HORN COUNTY  
BOARD OF COMMISSIONERS**



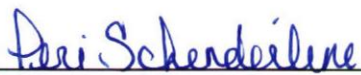
Lawrence Big Hair, Presiding Officer

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Larry Vandersloot, Member



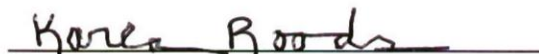
George Real Bird III, Member

Attest:

  
Deputy Clerk and Recorder

**CEMETERY DISTRICT NO. 1  
BOARD OF TRUSTEES**

  
Vic Uffelman, Chairman

  
Karla Roods, Vice Chair

  
Roberta Secrest, Trustee



# BIG HORN COUNTY

BOARD OF COUNTY COMMISSIONERS

October 20, 2025

Bill Hodges  
PO Box 124  
Hardin, MT 59034

Re: City-County Planning Board

Dear Mr. Hodges

## Big Horn County, Montana

This Certifies That

Bill Hodges  
has been appointed to  
City-County Planning Board  
on October 20 25 to October 20 27

Board of County Commissioners

SEAL

By: A. D. B. O. M.  
Chairman

The Board of County Commissioners, Big Horn County, Montana, has appointed you to a two-year term on the City-County Planning board. This term began October 16, 2025. Thank you for your interest and dedication to the community.

Should you have any questions, please feel free to contact this office.

Sincerely

Lawrence Big Hair  
Presiding Officer

A. D. B. O. M.  
George Real Bird III  
Member

[Signature]  
Larry Vandersloot  
Member

P.O. Box 908, Hardin, MT 59034

Office: (406) 665-9700 • bighorncountymt.gov • bighorncounty@bighorncountymt.gov



# BIG HORN COUNTY

BOARD OF COUNTY COMMISSIONERS

October 20, 2025

Kelsey Roebling  
PO Box 908  
Hardin, MT 59034

Re: County Planning Board

Dear Ms. Roebling

## Big Horn County, Montana

This Certifies That

Kelsey Roebling  
has been appointed to  
County Planning Board  
on October 20 25 to October 20 28

SEAL

Board of County Commissioners

By: A. D. B. O. R.  
Chairman

The Board of County Commissioners, Big Horn County, Montana, has appointed you to a three-year term on the County Planning board. This term began October 16, 2025. Thank you for your interest and dedication to the community.

Should you have any questions, please feel free to contact this office.

Sincerely,

Lawrence Big Hair  
Presiding Officer

A. D. B. O. R.  
George Real Bird III  
Member

Larry Vandersloot  
Larry Vandersloot  
Member

P.O. Box 908, Hardin, MT 59034

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