

**CITY OF COLUMBUS  
AGENDA  
TUESDAY- February 17, 2026**

CITY HALL 7:00 P.M.

\*\*all meetings are recorded\*\*

**\* Notes an action required by Council**

1. **\*MINUTES FOR COUNCIL MEETING, APPROVED AS WRITTEN, WITH OR WITHOUT ADDITIONS, DELETIONS, OR CORRECTIONS**

2. **\*APPROVAL OF DELINQUENT SHUTOFFS**

3. **\*APPROVAL OF CLAIMS**

4. **PRESENTATION OF PETITIONS AND COMMUNICATIONS**

1. Chief CVFD

2. Police Chief

3. Public Works Director

4. City Attorney

5. City Clerk

6. City Court

5. **DISCLOSURE OF CONFLICTS OF INTEREST AND EX PARTE COMMUNICATIONS**

6. **PUBLIC COMMENT ON CURRENT AGENDA**

7. **REPORTS OF COMMITTEES**

Minutes from Parks & Recreation meeting on January 29, 2026 presented to council

8. **UNFINISHED BUSINESS**

9. **NEW BUSINESS**

\*Approval of Task Order 35 from Interstate Engineering to furnish Design and Funding Administration Services for the 12<sup>th</sup> Street Sewer Crossing Project in the amount of \$50,000

\*Approval of Contract Amendment No. 1 between the City and Heart 7 for water service repairs to increase the not-to-exceed amount from \$50,000 to \$75,000

\*Approval of the Special Use Permit for the Stillwater Balloon Rally organized by the Columbus Fire Rescue Association on May 29<sup>th</sup> through May 31<sup>st</sup>. Contingent on county approval and proper proof of insurance.

**AIRPORT**

\*Approval of Assignment of Lease from Cows Around to Bison Air LLC

\*Approval of entitlement transfer to West Yellowstone Airport - Woltermann Memorial has \$212,505.00 due to expire this year, transferring the expiring amount to Yellowstone Airport

10. **COMMENTS NOT ON THE AGENDA**

11. **\*ADJOURN**

**All public comment will be limited to 3 minutes unless prior approval is granted by the Mayor**

**MINUTES OF A MEETING OF THE CITY OF COLUMBUS,  
COLUMBUS, MONTANA HELD February 2, 2026, AT 7:00 P.M.**

<b>COUNCIL PRESENT OFFICERS PRESENT</b>	The meeting was called to order at 7:00 p.m. Mayor Joe Morse began the meeting with the pledge of allegiance. The council members present were Dennis Holten, Tim Mayo, Cole Waltner, Kelly Ault and Danen Johannes. Staff members present were Fire Chief Rich Cowger, Chief of Police Aaron Uecker, Public Works Director Peyton Brookshire, City Attorney Ryan Addis, and Clerk-Treasurer Cherrie McAlexander.
<b>SIDELINE IN PERSON</b>	Joel Morantan, Jennifer Rando, Aubree Henderson and Charlie Denison
<b>PUBLIC HEARING</b>	NONE
<b>REGULAR MINUTES APPROVED</b>	The mayor asked Council if they had reviewed the minutes of the January 20, 2026, regular meeting, and if there were any additions, deletions, or corrections. Rick White made a motion to approve the minutes of the regular meeting, seconded by Tim Mayo; roll call for vote, Danen Johannes (yes), Kelly Ault (yes), Cole Waltner (yes), Tim Mayo (yes), and Dennis Holten (yes), Motion passed.
<b>SHUT OFF LIST</b>	NONE
<b>APPROVAL OF CLAIMS</b>	The claims list for the 2 <sup>nd</sup> half of January was presented to the Council. Cole Waltner made a motion to approve the claims as presented, seconded by Danen Johannes; roll call for vote, Rick White, Dennis Holten, Tim Mayo, Cole Waltner, Kelly Ault, Danen Johannes, all yea votes. Motion passed.
<b>PRESENTATION OF PETITIONS AND COMMUNICATIONS</b>	NONE
<b>FIRE DEPT.</b>	The Fire Chief was present and provided a report. Rich Cowger mentioned that in the last several weeks 7 people applied and interviewed for volunteer positions. Tim Mayo asked if the new maintenance guy is local, Rich replied that he is out of Park City. Tim also asked if he was going to take care of the pump certification and Rich replied yes.
<b>POLICE</b>	The Police Chief was present and provided a report.
<b>PUBLIC WORKS</b>	The Public Works Director was present and provided a report. Peyton added that the city needs to get the solid waste committee together at some point. Cole Waltner asked about entertaining the seasonal closure at Itch-kep-pe. Peyton said that we are getting more and more people dumping waste at the park. Peyton also mentioned that he has a camera installed to monitor activity. Dennis Holten said it would be a tough item for him to vote on because it is a place that everyone likes to visit.
<b>ATTORNEY</b>	The City Attorney was present and provided a report.
<b>CITY JUDGE</b>	The City Judge was not present and did not provide a report.
<b>CLERK-TREASURER</b>	The Clerk-Treasurer was present and provided a report.
<b>PUBLIC COMMENT ON CURRENT AGENDA ITEMS:</b>	NONE

**MINUTES OF A MEETING OF THE CITY OF COLUMBUS,  
COLUMBUS, MONTANA HELD February 2, 2026, AT 7:00 P.M.**

<b>DISCLOSURE OF CONFLICTS OF INTEREST AND EX PARTE COMMUNICATION</b>	NONE
<b>COMMITTEE REPORTS-</b>	Cherrie McAlexander mentioned that the Parks and Recreation committee met on January 29 <sup>th</sup> for a meeting. Cherrie said that she will have the minutes presented at the next council meeting.
<b>UNFINISHED BUSINESS</b>	NONE
<b>NEW BUSINESS</b>	<p>Approval of the funding request from the Stillwater Chamber of Commerce in the amount of \$12,500.00 for the Visitor Center. Cherrie McAlexander mentioned that we did not budget for this funding. Dennis Holten asked if the city needed to make a budget amendment and Cherrie replied no, but we have money earmarked that can be used. Tim Mayo asked if the Chamber was staying where it is this year and moving next year. Joel Moranton chimed in to clarify that they are staying at the current building and talking about moving downtown next year. Dennis Holten made a motion to approve the funding, seconded by Kelly Ault. Cole Waltner asked if this would be requested yearly from the city and county. Joel Moraton said that the county has hinted to funding for two years and that it is the chamber's goal to become self-sustainable. Roll call for vote, Danen Johannes, Kelly Ault, Cole Waltner, Tim Mayo, and Rick White, all yea votes. Motion passed.</p> <p>Approval of Work Change Directive No. 4 for the Heritage Well Project. Dennis Holten made a motion to approve, seconded by Cole Waltner; Roll call for vote, Rick White, Dennis Holten, Tim Mayo, Cole Waltner, Kelly Ault, Danen Johannes, all yea votes. Motion passed.</p> <p>Approval of RFP for Cellular Advanced Metering Infrastructure System. Tim Mayo made a motion to approve, seconded by Cole Waltner; roll call for vote, Danen Johannes, Kelly Ault, Cole Waltner, Tim Mayo, and Rick White, all yea votes. Motion passed.</p>
<b>COMMENTS NOT ON THE AGENDA</b>	Tim Mayo mentioned that the city will need to approve funding for the Chamber of Commerce each year if they continue this route. Jennifer Rando said she called public works about locating her property line and putting in a curb on her property. Peyton said that she will need to get a surveyor.
<b>ADJOURNMENT</b>	Joe Morse requested a Motion to Adjourn. Rick White made the motion to adjourn at 7:13 p.m. seconded by Dennis Holten, roll call all yea votes.

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JOSEPH MORSE II, MAYOR

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CHERRIE L MCALEXANDER, CLERK-TREASURER



Columbus Police Department  
408 E 1<sup>ST</sup> AVE N  
P.O. BOX 549  
Columbus, MT 59019-0549

Aaron A Uecker, Chief of Police  
(406) 322-5313 Ext. 110  
Email: [chiefofpolice@townofcolumbus.com](mailto:chiefofpolice@townofcolumbus.com)

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To: Columbus City Council  
From: Chief Aaron Uecker  
Subj: Monthly Report

Kayla has been working on the list for the animal license. Apparently, there were 524 on the list. Kayla has been calling people and has learned that the list is quite inaccurate. She still has to call over a hundred people and has already learned that upwards of 30 residents have either had the pets pass away or the family has moved away. Some of them have even stated "We moved years ago". Kayla reported that most of the 30 had multiple pets as well, so you could probably double that number of "missing license". Between Kayla and Cassidy's efforts the City has sold a total of 339 licenses for a total amount of \$5,900

I will be gone the last week of February to a narcotics conference in Butte. Officer Zachary will be around during the day, and Sgt Grieshop will be available during the night if anything should arise.

All cars are up and running, we had another dash camera in one of the cars go down, so obviously a good thing we went with the new ones. Still waiting on the installation date, but they originally stated if they weren't able to get it scheduled with County it would be mid to late February

Aaron Uecker



## PUBLIC WORKS DEPARTMENT

### February 17th Report to Council

#### Water

- ❖ The updated plans for the New Well Project have been submitted by Engineering West to DEQ for approval to begin schedule two of the construction contract. I am gathering quotes for the SCADA, VFD's and the sand separator. Once the plans and procurements are approved we should see a change order to commence work. If anyone would like to see the plans I can email it to you.
- ❖ The systemwide repairs continue however, this ongoing discovery process has resulted in additional excavation, valve exposure, and temporary stabilization work. While this work remains within the scope of the City's repair agreement, the cumulative effort is accelerating use of the existing contract authorization.  
To maintain continuity of service repairs, an increase to the existing contract authorization is being recommended rather than interrupting active repair work to rebid.  
To date we have done 23 excavations resulting in 31 curb stop repairs, 3 exploratory digs to locate service lines, and 1 sewer main line repair. The extension is sought for 4 water main valve replacements, and 3 new valve installations.

#### Sewer

- ❖ We did a repair at 135 Annin Ave on the sewer main. During the rehab in 2010 it appears the connection at the main became compromised and was coming disconnected. This was repaired on 01/30/26.
- ❖ Request approval of Task Order #35 with Interstate Engineering for the funding and construction engineering services for the 12<sup>th</sup> St. Sewer Project. See packet.

#### Streets/Drainage

- ❖ Nothing new to report.

#### Parks

- ❖ Installation of water and storage tank at the concessions stand was completed for the upcoming season. The top 1.5' of the water line trench was frozen. This led to some issues with sprinkler wiring and lines whose locations were unknown and undocumented, so we did have to do several splices and pipe repairs.

#### Other

- ❖ I have drafted a confined space entry prohibition policy to clearly define operational limits and reduce unnecessary risk exposure. Given the City's staffing levels, after-hours coverage constraints, and lack of in-house technical rescue resources, attempting to maintain such a program is costly and would create unacceptable safety and liability exposure. A C.S.E prohibition has not previously been documented in a formal policy. After council review I would like you to consider adopting a formal resolution that provides clarity, consistency, and legal defensibility by expressly prohibiting employee entry and requiring any work involving confined spaces to be performed by qualified, insured contractors.

# City of Columbus

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**PUBLIC WORKS DEPARTMENT**

## Administrative Policy

### Confined Space Entry Prohibition Policy

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#### 1. Purpose

The purpose of this policy is to formally establish that the City of Columbus prohibits employee entry into confined spaces and, as a result, does not maintain confined space entry procedures. This policy is intended to protect employee safety and to clearly define operational limits for City staff.

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#### 2. Policy Statement

The City of Columbus does not permit any employee to enter a confined space, including permit-required confined spaces, under any circumstance.

Because employee entry into confined spaces is prohibited, the City does not maintain confined space entry permits, entry procedures, rescue plans, or confined space entry training programs. Any work requiring confined space entry shall be performed exclusively by qualified third-party contractors.

This policy is established pursuant to OSHA 29 CFR 1910.146(c)(7), which allows employers to comply with confined space regulations by prohibiting employee entry into permit-required confined spaces.

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#### 3. Scope

This policy applies to all City of Columbus employees, including full-time, part-time, seasonal, temporary, and probationary staff, across all departments.

This policy does not apply to independent contractors retained by the City, provided such contractors are properly trained, equipped, insured, and compliant with all applicable OSHA confined space requirements.

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#### 4. Definition of Confined Space

For the purposes of this policy, a *confined space* is defined consistent with OSHA standards as a space that:

- Is large enough for an employee to bodily enter and perform work;
- Has limited or restricted means for entry or exit; and
- Is not designed for continuous employee occupancy.

Examples may include, but are not limited to:

- Sewer or storm manholes
- Wet wells and lift stations
- Valve vaults and utility vaults
- Tanks, pits, or underground structures

The identification of such spaces does not authorize employee entry.

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#### 5. Prohibited Activities

City employees are expressly prohibited from:

- Entering any confined space for inspection, maintenance, repair, observation, or troubleshooting;
- Entering confined spaces for rescue or emergency response;
- Assisting or accompanying contractors into confined spaces;
- Making brief, incidental, or non-routine entry for any reason.

No exception to this prohibition is permitted.

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#### 6. Contractor Responsibilities

Any work that requires confined space entry shall be performed by a qualified contractor who:

- Maintains its own confined space entry program;
- Provides trained personnel, equipment, and rescue capability;
- Assumes full responsibility for OSHA compliance; and
- Indemnifies the City as required by contract.

City employees shall remain outside the confined space at all times.

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**7. Signage and Controls**

Where practicable, confined spaces owned or operated by the City shall be identified with signage indicating that City employee entry is prohibited and that access is restricted to authorized contractors.

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**8. Employee Awareness**

City employees shall receive awareness-level instruction sufficient to recognize what constitutes a confined space and to understand that entry is prohibited. No employee shall be trained or authorized for confined space entry.

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**9. Enforcement**

Violation of this policy may result in disciplinary action, up to and including termination, in accordance with City personnel policies.

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**10. Effective Date**

This policy shall take effect upon adoption and shall remain in force unless amended or rescinded by formal action of the City of Columbus.

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# City of Columbus

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**PUBLIC WORKS DEPARTMENT**

02/12/2026

City of Columbus

## Employee Acknowledgment Form Confined Space Entry Prohibition Policy

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I acknowledge that I have received, read, and understand the City of Columbus Confined Space Entry Prohibition Policy.

I understand that:

- The City of Columbus prohibits all employee entry into confined spaces;
- The City does not maintain confined space entry procedures or rescue plans because entry is not permitted;
- I am not authorized to enter any confined space for any reason, including inspection, maintenance, observation, or emergency response;
- Any work requiring confined space entry must be performed by qualified contractors; and
- Violation of this policy may result in disciplinary action, up to and including termination.

I agree to comply with this policy at all times.

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Employee Name (Print): \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Department: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Columbus**  
**Resolution No. \_\_\_\_\_**

**A RESOLUTION ADOPTING A CONFINED SPACE ENTRY PROHIBITION POLICY FOR  
CITY OF COLUMBUS EMPLOYEES**

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WHEREAS, the City of Columbus is committed to protecting the health and safety of its employees while performing municipal operations and maintenance activities; and  
WHEREAS, certain City-owned or operated facilities and infrastructure include spaces that meet the definition of a "confined space" under applicable occupational safety regulations; and  
WHEREAS, entry into confined spaces presents inherent and significant safety hazards, including but not limited to atmospheric hazards, engulfment, and restricted means of entry or exit; and  
WHEREAS, the Occupational Safety and Health Administration (OSHA), pursuant to 29 CFR 1910.146(c)(7), permits an employer to comply with confined space requirements by prohibiting employee entry into permit-required confined spaces; and  
WHEREAS, the City of Columbus has determined that it is in the best interest of employee safety and risk management to prohibit all City employee confined space entry and to require that any work involving confined space entry be performed by qualified third-party contractors; and  
WHEREAS, formal adoption of this policy provides clarity, consistency, and legal defensibility for City operations;

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NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Columbus, Montana, that:

1. The City of Columbus hereby adopts the Confined Space Entry Prohibition Policy, which prohibits all City employees from entering confined spaces under any circumstance.
2. Because employee confined space entry is prohibited, the City of Columbus shall not maintain confined space entry permits, entry procedures, rescue plans, or confined space entry training programs for employees.
3. Any work requiring confined space entry shall be performed exclusively by qualified contractors who maintain their own confined space entry programs and assume full responsibility for compliance with applicable OSHA regulations.
4. This policy shall apply to all City employees, including full-time, part-time, seasonal, temporary, and probationary staff, across all departments.
5. City staff are directed to implement this policy through administrative controls, employee acknowledgment, and standard contract language as appropriate.
6. This Resolution shall take effect immediately upon adoption and shall remain in force unless amended or repealed by subsequent action of the City Council.

Passed and approved on this 17<sup>th</sup> day of February 2026

Motion made by \_\_\_\_\_ seconded by \_\_\_\_\_

All in favor \_\_\_\_\_

Opposed \_\_\_\_\_

\_\_\_\_\_  
Joe Morse, Mayor

ATTEST:

\_\_\_\_\_  
Cherrie McAlexander, City Clerk-Treasurer

**City of Columbus**  
**Resolution No. \_\_\_\_\_**

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---

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WHEREAS, certain City-owned or operated facilities and infrastructure include spaces that meet the definition of a "confined space" under applicable occupational safety regulations; and  
WHEREAS, entry into confined spaces presents inherent and significant safety hazards, including but not limited to atmospheric hazards, engulfment, and restricted means of entry or exit; and  
WHEREAS, the Occupational Safety and Health Administration (OSHA), pursuant to 29 CFR 1910.146(c)(7), permits an employer to comply with confined space requirements by prohibiting employee entry into permit-required confined spaces; and  
WHEREAS, the City of Columbus has determined that it is in the best interest of employee safety and risk management to prohibit all City employee confined space entry and to require that any work involving confined space entry be performed by qualified third-party contractors; and  
WHEREAS, formal adoption of this policy provides clarity, consistency, and legal defensibility for City operations;

- 
- NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Columbus, Montana, that:
1. The City of Columbus hereby adopts the Confined Space Entry Prohibition Policy, which prohibits all City employees from entering confined spaces under any circumstance.
  2. Because employee confined space entry is prohibited, the City of Columbus shall not maintain confined space entry permits, entry procedures, rescue plans, or confined space entry training programs for employees.
  3. Any work requiring confined space entry shall be performed exclusively by qualified contractors who maintain their own confined space entry programs and assume full responsibility for compliance with applicable OSHA regulations.
  4. This policy shall apply to all City employees, including full-time, part-time, seasonal, temporary, and probationary staff, across all departments.
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Passed and approved on this 17<sup>th</sup> day of February 2026

Motion made by \_\_\_\_\_ seconded by \_\_\_\_\_

All in favor \_\_\_\_\_

Opposed \_\_\_\_\_

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Joe Morse, Mayor

ATTEST:

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Cherrie McAlexander, City Clerk-Treasurer

February 17, 2026

**REPORT FROM THE CITY CLERK-TREASURER  
CHERRIE L MCALEXANDER**

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1. The city has 2 open positions on the Board of Adjustors, 1 position on the City-County Planning board and 1 position on the Airport Board. All these positions are appointed by the city council. If you know of anyone that might be interested in serving on any of these boards, please let me know.
2. The city was awarded a \$30,000 MT Coal Endowment Program Planning Grant. These funds will be used for a Stormwater Preliminary Engineering Report. See attached.
3. I will be reaching out this week with your new official city emails. I will send you an email with your username and temporary password. Once I send out this email all other correspondence will be through your city assigned email.
4. As you know MMIA is winding down their Workers' Compensation Program. The city has reached out to Tom Chamberlin to find the city new Workers' Compensation coverage. I have not received any rate information yet. MMIA sent a Wind-Down Timeline. See attached.

**Please feel free to call, email or stop by my office anytime with questions or concerns**

OFFICE OF THE GOVERNOR  
STATE OF MONTANA

GREG GIANFORTE  
GOVERNOR



KRISTEN JURAS  
LT. GOVERNOR

February 10, 2026

Webb Mandeville, Mayor  
City of Columbus  
408 E 1<sup>st</sup> Ave North  
Columbus, MT 59019

Re: Notice of Montana Coal Endowment Program Planning Grant Award


Dear Mayor Mandeville:

Congratulations! On behalf of the State of Montana, it is my pleasure to notify you that the City of Columbus has been selected for a Montana Coal Endowment Program Planning Grant award in the amount of \$30,000 to complete a stormwater preliminary engineering report.

All awardees will be contacted directly with more information in the upcoming weeks by program staff. If you have any questions, please contact the Community MT Division at the Montana Department of Commerce at 406-841-2770 or email [dccdd@mt.gov](mailto:dccdd@mt.gov).

Again, congratulations. I wish you great success in the completion of your project.

Sincerely,

  
Greg Gianforte  
Governor



Member Owned. Member Driven.

**We Are You.**

# Wind -Down Timeline

Oct.  
2025

**MMIA Workers'  
Compensation  
Wind-Down Begins**

**Membership  
notified**

Oct.  
2025

**Virtual Q&A  
Resources and  
WC Wind-Down  
webpage  
published**

Dec.  
2025

**Member-owners  
choose agents  
(or determine to go  
direct to carrier)**

Feb./Mar.  
2026

**10-year loss runs  
issued to  
member-owners**

Apr.  
2026

**Member-owners  
apply and  
select policies**

Apr./May  
2026

**New workers'  
compensation  
policies must  
be effective**

Jul. 1  
2026

**Questions can be directed  
to Amanda Clark, CEO, or  
Britani Laughery, COO,  
at 800-635-3089**



**TASK ORDER NUMBER THIRTY-FIVE (35)  
AGREEMENT TO FURNISH DESIGN AND FUNDING ADMINISTRATION SERVICES  
TO THE CITY OF COLUMBUS, MONTANA**

**For  
FUNDING ADMINISTRATION AND CONSTRUCTION ENGINEERING SERVICES FOR 12<sup>TH</sup>  
STREET SEWER CROSSING**

This Task Order provides for professional services to be performed by **INTERSTATE ENGINEERING, INC.**, (hereinafter the Consultant), for the **CITY OF COLUMBUS, MONTANA** (hereinafter the Owner or City), in accordance with Article 1 of the Agreement to Furnish Engineering Services to the City, effective July 11<sup>th</sup>, 2023 (hereinafter the Agreement). This Task Order represents an authorization to proceed with the scope of services, schedule, and compensation described herein. This Task Order, when executed by both parties, shall become a supplement to, and part of, the basic Agreement.

## OVERVIEW

Plans and specifications for the 12<sup>th</sup> Street Sewer Crossing Project (Project) were originally developed in 2022, with amendments completed in 2023. During construction of the Pike/Pratten sewer crossing in summer/fall 2023, the Owner requested the active contractor to quote the installation of the casing pipe for the 12th Street crossing as a Change Order in an effort to reduce future costs. In preparation for this potential Change Order, an occupancy permit application was submitted to Montana Rail Link (MRL) and approved on July 26, 2023 (License No. 602,456). Due to the contractor pricing received, however, the Owner elected not to proceed with the Change Order. Because the anticipated construction timeline exceeded the one-year permit period, the MRL permit was subsequently cancelled, with the understanding that a new permit would be required once a construction schedule was established.

In January 2024, the project plans were approved by the Montana Department of Environmental Quality (DEQ).

Effective January 1, 2024, BNSF Railway became the operating entity at the crossing location, and all occupancy permits are now processed through BNSF. BNSF's Utility Accommodation Policy (UAP) was updated on February 12, 2025.

In April 2025, the Owner applied for funding through the FY26 Congressionally Directed Spending program and was notified in January 2026 that the Project received an allocation of \$825,000 through the Environmental Protection Agency (EPA) Community Grants program.

In May 2025, the Project was placed on the Clean Water State Revolving Fund (SRF) Intended Use Plan (IUP) for FY2026. The Project was allocated a loan amount of \$677,000 with \$270,800 (40%) of that amount being forgivable.

With these funding sources identified, the Owner wishes to proceed with permitting and, ultimately, bidding and construction of the Project.

With the original MRL permit cancelled, the Project will need to obtain a Utility Occupancy Permit (Permit) through BNSF in order to construct and maintain the new segment of sewer main. Preliminary efforts have been made to obtain this Permit. These efforts include the submission of the Permit application using the previously developed plans and specifications, payment of the application fee, and coordination with BNSF Permitting/Engineering staff regarding Variance Requests and design coordination. Due to the transition from MRL to BNSF as the operating entity of this portion of railway in conjunction with the 2025 update to the UAP, changes to the DEQ-approved Plans are required to accommodate the UAP. Required changes identified to-date are substantive enough that the Plans will need to be re-reviewed by DEQ for approval prior to construction.

Additionally, the original Project Specifications were developed without consideration for SRF or EPA funding contributions. The Project Specifications need revision to incorporate requirements set forth by these funding agencies including, but not limited to, American Iron & Steel (AIS) and/or Buy America, Build America (BABA) provisions, Disadvantaged Business Enterprise (DBE) requirements, Davis-Bacon wage rate requirements, Certification Regarding Suspension & Debarment stipulations, and other EPA requirements.

The intent of this Task Order is to define the Services associated with the Funding Administration for the SRF and EPA loans/grants and amending the Plans & Specifications to accommodate the requirements of the permitting (BNSF & DEQ) and funding (SRF & EPA) agencies.

## ARTICLE 1. SCOPE OF SERVICES

### TASK 100 – FUNDING COORDINATION AND ADMINISTRATION

#### **Montana DEQ Clean Water State Revolving Fund (CWSRF) Loan/Loan Forgiveness and FY26 Congressionally Directed Spending (CDS) Environmental Protection Agency (EPA) Community Grant Funding**

The SRF program requires the Consultant to participate in monthly meetings with the Owner's representative, Engineer, SRF, and DNRC staff during the design and bidding process. The Owner is responsible for communicating with SRF and EPA staff beyond the monthly video or teleconferences (as described above) during Project development. The Consultant has budgeted for participating in up to ten (10) monthly meetings via video or teleconference. The SRF program requires quarterly reports during the course of the project. Consultant will prepare quarterly reports for SRF/EPA funds. Consultant will prepare payment draws for SRF and EPA funds. Any fees associated with permitting and/or applications will be the responsibility of the Owner. The EPA Grants Office requires all new applicants/recipients of EPA grant funding to complete two trainings prior to grant award. Consultant will designate one representative to complete these trainings. Consultant will prepare a revised budget for funding agency use.

Preparation, submittal, and tracking of the City's Draw Requests for funding agency(ies) disbursement of funds prior to, during, and after the course of construction shall be performed by the Consultant.

## TASK 200 – PLAN & SPECIFICATION UPDATES AND PERMITTING ASSISTANCE

Through preliminary coordination with BNSF Permitting/Engineering, several required changes to the original Project Plans have been identified to accommodate the provisions of the 2025 UAP. These changes require the realignment of the proposed sewer main and relocation of a proposed manhole. With this realignment and relocation, it is highly recommended to update existing utility locations as the existing survey is nearly four years old and it is known that fiber optic utilities have been recently installed throughout the City. Conflicts with fiber optic utilities during construction can lead to costly relocations and schedule delays. A Temporary Occupancy Permit (separate from the Utility Occupancy Permit) is required to complete this activity. Consultant will file an application for the Temporary Occupancy Permit (application fees to be paid by Owner). Once the Temporary Occupancy Permit is received, Consultant will request a utility locate in the Project area, survey the located utilities, and update the Plans accordingly.

Once the existing utilities are updated, Consultant will amend the Plans to accommodate the required changes identified by BNSF to accommodate the 2025 UAP. Consultant will coordinate with Owner to incorporate additional changes as necessary prior to re-submission to BNSF and DEQ. With the relocation of the manhole as previously discussed, it is anticipated that the spacing between manholes will be out of compliance with the provisions of *DEQ Circular 2: Design Standards for Public Sewage Systems* and will require a Deviation Request. Consultant will confirm this and prepare and submit a Deviation Request to DEQ, as necessary, along with the revised Plans. Upon approval by the DEQ, Consultant will resubmit the Plans to BNSF to progress the process of the Utility Occupancy Permit application.

Concurrently, Consultant will coordinate with the funding agencies to identify requirements to be included in the Project Specifications. Once identified, Consultant will amend the Specifications to accommodate those requirements and submit to the funding agencies for review/approval.

Consultant will prepare a revised Engineer's Estimate of Probable Costs for construction based on the final Plans.

### CLARIFICATIONS

- Fees for necessary permits or regulatory agency review are the responsibility of the Owner.
- Fees for recording any necessary easements or rights-of-way are not included. Should any right-of-way or easement surveys or documents be necessary, the Engineer reserves the right for additional budget for such.
- Subsurface exploration and/or inspection of existing utilities and infrastructure are not included.
- Research, exploration, and soil sampling for the possible presence of petroleum products, petroleum product residues, or other contaminants are not included.
- Geotechnical exploration and preparation of a geotechnical report and recommendations prepared by a Montana licensed geotechnical engineering firm not included.
- Project advertisement and bidding services and fees are not included.\*
- Construction administration and observation services and fees are not included.\*

\*Services may be added via amendment to this Task Order upon conclusion of Task 200.

## ARTICLE 2. ATTACHMENTS

The following attachments are included with and made a part of this Task Order No. 35:

1. Interstate Engineering Schedule of Rates

## ARTICLE 3. SCHEDULE

The schedule associated with these services is highly dependent upon review times by agencies outside of the control of the Consultant. Upon Task Order execution, Work associated with the Scope of Services will begin immediately and Consultant will provide regular updates regarding progress to the Owner and funding agencies as the timeline for completion materializes.

## ARTICLE 4. COMPENSATION

### BUDGET

All Services and administrative tasks included in this Task Order will be performed on an Hourly basis and invoiced per the Consultant's current Schedule of Rates at the time of which Services are performed. Consultant's Schedule of Rates are typically updated at the beginning of the calendar year at which time an updated Schedule will be provided, upon request.

The estimated cost of these Services as outlined above is:

Task 100	\$22,000
<u>Task 200</u>	<u>\$28,000</u>
<b>Task Order 35</b>	<b>\$50,000</b>

This Task Order budget may be modified by the Owner and Consultant in writing as needed.

### PAYMENT SCHEDULE

Payment compensation shall be made by the Owner to the Consultant monthly beginning after the issuance of a fully executed copy of this Task Order No. 35 to the Consultant. By signing below, the Owner authorizes the Consultant to proceed with Task Order No. 35 as described above.

Consultant relies on payments by the Owner when due to meet the Consultant's payroll and other costs of doing business. Therefore, if the Owner fails to make payment for services within thirty days after receipt of the billing, the Owner hereby agrees to pay interest charges at the maximum rate of interest allowed by law on the unpaid balance or fraction thereof, when payment to the Consultant is delayed.

## ARTICLE 5. LIMITATIONS OF LIABILITY

### Limitation of Consultant's Liability

1. **Consultant's Liability Limited to Amount of Insurance Proceeds:** Consultant shall procure and maintain insurance. Notwithstanding any other provision of the Master Services Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Consultant or Consultant's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant and Consultant's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed the total compensation received by the Engineer under this Agreement.
2. **Exclusion of Special, Incidental, Indirect, and Consequential Damages:** To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Master Services Agreement, the Consultant and Consultant's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

IN WITNESS WHEREOF, the parties hereto have executed this Task Order, with an Effective Date of the \_\_\_\_\_ Day of \_\_\_\_\_, 2026.

Owner: **City of Columbus, Montana**

Consultant: **Interstate Engineering, Inc.**

By: \_\_\_\_\_

By: 

Print Name: \_\_\_\_\_

Print Name: Eric Ler, PE

Title: \_\_\_\_\_

Title: Client Manager

Date Signed: \_\_\_\_\_

Date Signed: February 9<sup>th</sup>, 2026

By: 

Print Name: Brent Moore, AICP

Title: Regional Vice President

Date Signed: February 9<sup>th</sup>, 2026

Engineer License or Firm's Certificate No.

State Of: MT Cert #419

Address of Owner's receipt of notices:  
P.O. Box 549  
Columbus, MT 59019

Address for Engineer's receipt of notices:  
1610 Poly Drive  
Billings, MT 59102



**SCHEDULE OF RATES  
ATTACHMENT #1**

<u>Hourly Rate</u>		<u>Hourly Rate</u>		<u>Hourly Rate</u>	
	<u>Engineers</u>		<u>Planners</u>		
ENG I	\$ 137.00	PLANNER I	\$ 125.00	TECH I	\$ 92.00
ENG II	\$ 152.00	PLANNER II	\$ 150.00	TECH II	\$ 107.00
ENG III	\$ 167.00	PLANNER III	\$ 175.00	TECH III	\$ 122.00
ENG IV	\$ 182.00	PLANNER IV	\$ 200.00	TECH IV	\$ 137.00
ENG V	\$ 197.00	PLANNER V	\$ 225.00	TECH V	\$ 152.00
ENG VI	\$ 212.00			TECH VI	\$ 167.00
ENG VII	\$ 227.00			TECH VII	\$ 182.00
ENG VIII	\$ 242.00	<u>Landscape Architects</u>		TECH VIII	\$ 197.00
ENG IX	\$ 262.00	LA I	\$ 120.00	TECH IX	\$ 212.00
ENG X	\$ 280.00	LA II	\$ 140.00	TECH X	\$ 235.00
		LA III	\$ 160.00		
		LA IV	\$ 180.00		
		LA V	\$ 200.00	<u>GIS</u>	
	<u>Surveyors</u>			GIS I	\$ 120.00
SURV I	\$ 113.00			GIS II	\$ 140.00
SURV II	\$ 128.00	<u>Funding</u>		GIS III	\$ 160.00
SURV III	\$ 143.00	FUNDING I	\$ 125.00	GIS IV	\$ 180.00
SURV IV	\$ 158.00	FUNDING II	\$ 150.00	GIS V	\$ 200.00
SURV V	\$ 173.00	FUNDING III	\$ 175.00		
SURV VI	\$ 188.00	FUNDING IV	\$ 200.00	<u>Information Technologists</u>	
SURV VII	\$ 203.00			IT I	\$ 145.00
SURV VIII	\$ 218.00	<u>Administrative</u>		IT II	\$ 195.00
SURV IX	\$ 233.00	ADMIN I	\$ 93.00		
SURV X	\$ 255.00	ADMIN II	\$ 100.00	<u>Expert Witness</u>	\$ 400.00
		ADMIN III	\$ 107.00		

CHARGEABLE EXPENSES

Subsistence .....	Actual cost	Travel Vehicle .....	\$0.85 per mile
Subconsultant Services – Geotechnical ...	Actual cost plus 15%	Survey Vehicle .....	\$0.95 per mile
Subconsultant Services – Other.....	Actual cost plus 10%	ATV .....	\$75.00 per day
Survey Materials Required .....	Actual cost plus 25%	ATV with Tracks .....	\$125.00 per day
Plat Certification per Certification .....	\$35.00	UTV.....	\$150.00 per day
Recordation per Monument.....	\$35.00	UTV with Tracks .....	\$200.00 per day
24" x 36" Prints per Page .....	\$9.00	Snowmobile .....	\$200.00 per day
Other Miscellaneous Project Expenses....	Actual cost		

Any and all sales and use tax, TERO or other special fees which apply to this contract.

01/11/2026

Professionals You Need, People You Trust.



## CONTRACT AMENDMENT NO. 1

### Public Works Construction Agreement for Water Service Repairs

This Contract Amendment No. 1 ("Amendment") is entered into by and between the **City of Columbus, Montana**, a municipal corporation ("City"), and **Heart 7 Enterprises, LLC** ("Contractor").

#### 1. Reference to Original Agreement

This Amendment modifies the **Public Works Construction Agreement** between the City and Contractor dated **November 17, 2025** ("Agreement").

#### 2. Amendment to Contract Amount

Section 4 (Payment) of the Agreement is hereby amended **solely** to increase the not-to-exceed contract amount.

- Original not-to-exceed amount: **\$50,000.00**
- Increase authorized by this Amendment: **\$25,000.00**
- **Revised not-to-exceed amount: \$75,000.00**

All payments shall continue to be made in accordance with the terms and conditions of the Agreement.

#### 3. No Change to Term or Scope

This Amendment **does not extend the term** of the Agreement and **does not modify the Scope of Work**. All work performed under this Amendment shall remain within the scope authorized by the original Agreement.

#### 4. All Other Terms Remain in Effect

Except as expressly modified herein, **all other terms, conditions, requirements, and provisions of the Agreement remain in full force and effect**.

#### 5. Effective Date

This Amendment shall be effective upon execution by both parties and approval by the City Council.

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**CITY OF COLUMBUS, MONTANA**

By: \_\_\_\_\_  
Peyton Brookshire, Public Works Director

Date: \_\_\_\_\_

**CONTRACTOR**  
Heart 7 Enterprises, LLC

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
City Attorney

**CITY OF COLUMBUS  
SPECIAL USE PERMIT QUESTIONNAIRE**

Name of Event: Stillwater Balloon Rally

Name of City Park or ROW Requested: Woltermann Memorial Airport

Event Date(s): May 29, 30, 31 2026

Set-Up Time: schedule attached Clean-Up Time: \_\_\_\_\_ Total Hours: \_\_\_\_\_

Estimated Number of People Expected: 500

Alcohol:  Yes  No

Amplified Noise:  Yes  No Band on Sat Evening  
6pm-10pm

Open Fire:  Yes  No

Tents/Canopies:  Yes  No

Inflatables:  Yes  No

Portable Toilets:  Yes  No

Event Fee:  Yes  No

If yes, what is fee amount: \_\_\_\_\_

**Contact Information:**

Customer or Organization Name: Columbus Fire Rescue Association

Contact Name: Lisa Westervelt

Address: 944 E Pike Ave

City: Columbus State: MT Zip Code: 59019

Preferred Phone Number: 406-322-4302

Email Address: lwestervelt@columbusfirerescue.com

REST OF PAGE INTENTIONALLY LEFT BLANK

**Description of Special Event:**

Please include whether the special event will occupy all or part of a city park or the width of any city street, the location of any event areas, and the type of event including any activities planned (floats, animals, etc.). Please attach any other documentation that may be helpful for the City's consideration. If you need additional space, please attach a blank sheet.

The Balloon Rally will be held at the Woltermann Memorial Airport. See  
Enclosed Map and Schedule. Activities include: Hot Air Balloon Launch and  
Landing (Fri, Sat, Sun); Food Trucks (Sat Night); Band (Sat Night);

**If applicable, proposed route including start and end points (please attach a map):**

Not Applicable

**Describe any recording equipment, sound amplification equipment, banners, signs, or other attention-getting devices to be used in connection with the special event:**

Live band playing Saturday night will use sound amplifiers.  
Banners attached to Airport fence and at the intersection of 9th St and Pike Ave

**Street closures/parking restrictions requested, if any:**

None

Please specify if any city equipment or assistance is requested (e.g., traffic control devices, trash containers, traffic assistance, crowd control, etc.):

None

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Please submit on a separate sheet of paper a Traffic Control Plan and include the following:

- a. Detailed map showing the route or event area, including street names.
- b. Location of all traffic control devices and crossing guards (if applicable).

See enclosed map

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Please specify any necessary arrangements for clean-up after the event:

None

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Steven Derby  
Applicant's Signature

2-4-24  
Date

Steven Derby  
Applicant's Printed Name

Chengmiao  
Received by (City Representative)

2.12.20  
Date

# Stillwater Balloon Rally - 2026

Sponsored by Columbus Fire Rescue Association  
Location : Woltermann Memorial Airport



## SCHEDULE

### Friday, May 29th

6am-10am – Morning Balloon Launch

6:00am-6:30am – NW Gates open for pilots to park equipment on field (closed to public)

6:30am – SW Gates open to public

6:30am – Pilot's meeting

7:00am – Sponsors at balloons (pilot briefing and sign waivers)

7:00am-8:00am – Setup and launch balloons

8:00am-9:00am – Balloon flight time

10:00am – Clear Field

6-8pm – Pilot Dinner

### Saturday, May 30th

6am-10am : Morning Balloon Launch

6:00am-6:30am – NW Gates open for pilots to park equipment on field (closed to public)

6:30am – SW Gates open to public

6:30am – Pilot's meeting

7:00am – Sponsors at balloons (pilot briefing and sign waivers)

7:00am-8:00am – Setup and launch balloons

8:00am-9:00am – Balloon flight time

10:00am – Clear Field

6pm-10pm : Evening Balloon Glow

Coordinate time with airport to setup lights, garbage cans, bathrooms and food trucks.

6:00pm-6:30pm – NW Gates open for pilots/food trucks parking (closed to public)

6:00-9:00 pm – Live Band

6:30pm – SW Gates open to public

7:30pm – Pilot's meeting

7:00pm-8:00pm – Setup balloons

8:00pm-9:00pm – Inflate Balloons (no launch)

10:00pm – Clear Field

# Stillwater Balloon Rally - 2026

Sponsored by Columbus Fire Rescue Association  
Location : Woltermann Memorial Airport



## SCHEDULE

### Sunday, May 31st

#### 6am-10am Morning Balloon Launch

- 6:00am-6:30am – NW Gates open for pilots to park equipment on field (closed to public)
- 6:30am – SW Gates open to public
- 6:30am – Pilot's meeting
- 7:00am – Sponsors at balloons (pilot briefing and sign waivers)
- 7:00am-8:00am – Setup and launch balloons
- 8:00am-9:00am – Balloon flight time
- 10:00am – Clear Field

# Stillwater Balloon Rally



Stillwater Balloon Rally Launch Area

500 ft



Google Earth

Image © 2025 Airbus  
© 2023 Google

**CITY OF COLUMBUS  
SPECIAL USE PERMIT APPLICATION FORM**

**Policy:** A Special Use Permit is required for persons seeking to make use of city property or rights-of-way, or both. Special uses may include, but are not limited to, activities such as: art festivals, fairs, tours, concerts, holiday celebrations, business promotional events, car washes, bicycle races, runs, parades, marches and processions, motorcades, assemblies, etc. which occur wholly or partial on City owned and maintained property, such as streets, sidewalks, boulevards, and parks.

**Requirements:** The following items are required to be completed when submitting a Special Use Permit Application. A separate application for each special use request must be submitted. Applications will not be accepted until all items on this list are completed and submitted together. Requests will be accommodated on an "as available" basis, regardless of prior use.

1. A completed, legible, and signed Special Use Permit Application Form.
2. A completed, legible, and signed Special Use Permit Questionnaire which specifies exact City property locations and times desired for use.
3. A Certificate of Insurance from your insurance provider which meets the following requirements:
  - a. The permit applicant named as the insured party. (If insurance is obtained through an affiliate organization, then documentation must be attached to verify the current affiliation)
  - b. A minimum of \$750,000 per claim / \$1.5 million per occurrence liability coverage.
  - c. Valid throughout requested dates of use. If your current coverage expires prior to or during the requested dates of use, please attached your current Certificate of Liability Insurance coverage. The City will not follow up to ensure the renewed insurance certificate is received; this is the sole responsibility of the permit applicant.
  - d. "City of Columbus" must be listed as an Additional Insured on the Certificate of Liability Insurance.
4. Return the completed Special Use Permit Application Form, Special Use Permit Questionnaire, Certificate of Insurance, and any other attachments to the City Clerk at Columbus City Hall located at 408 East 1st Avenue North, Columbus, MT 59019. Applications may also be mailed to the City Clerk at P.O. Box 549, Columbus, MT 59019.

**Terms of Agreement:** The Special Use Permit is approved only upon the following terms and conditions:

In consideration of the covenants expressed herein, the City does hereby grant permission to the above permit applicant:

1. Time shall be the essence in this agreement, and the time granted shall not be extended or the occupancy or use of the premises or for the installation or removal of equipment without the written permission of the City.
2. Applicant agrees to comply with all local, state, and federal laws and regulations applicable to the use of the City's property.
3. Applicant agrees that it will not conduct activities with flames, flammable, or hazardous materials without the prior approval of the Columbus Fire & Rescue and Public Works Department.
4. Applicant agrees that no advertising or sales promotional materials shall be posted or distributed in or about the City's property or announced or publicized over any loudspeaker system without having first obtained the City's permission.
5. Applicant agrees that cars, trucks, or trailers hauling concessions shall be parked at the curb or in the parking lots. No merchandise or equipment used to sell concessions can be stored on City property. Groups selling concessions will be responsible for the clean-up of litter and debris from concession sales. Failure to comply may result in loss of permit.
6. If the event or activity involves the sale of food or beverages, or both, then all applicable health regulations must be adhered to.
7. Applicant agrees that repeated failure to use the City's property during the days and times scheduled shall result in rescheduling by the City to achieve an optimum level of use.
8. Applicant shall not injure, mar, or in any way deface or alter the City's property premises without having first obtained the City's permission.
9. Applicant agrees that it will not use City equipment, tools, or furnishings, located in or about the City's property, without first seeking and receiving the City's approval.
10. Applicant agrees to pay the City for any special maintenance, damage, and repairs caused to the City's property or facilities by their event or activity.
11. Applicant understands and agrees that during the term of this Special Use Permit other events may be held in other parts of the described City property not included in

this Special Use Permit, and Applicant shall so conduct its activities so as not to interfere with other such unrelated activities.

12. Applicant hereby indemnifies and holds the City harmless from any and all loss, damage or injury to any person or persons or property, arising from any cause or for any reason whatsoever in or about the described City property; and Applicant further agrees to waive all claims against the City on account of any loss, damage or injury from whatever cause which may occur to its property in the use and occupancy of said described City property, the giving of this waiver is one of the considerations upon which this Special Use Permit is granted.
13. Applicant agrees to furnish the City of Columbus a Certificate of Liability Insurance which shall state that no coverage shall be amended, altered, canceled, or reduced without giving at least two weeks (14 days) written notice, by the insurance provider, to the insured and the City of Columbus. The limits of liability coverage for the period of this Agreement shall be a minimum of \$750,000 per claim / \$1.5 million per occurrence and the City of Columbus must be named on the Certificate of Liability Insurance as a Primary Additional Insured (non-contributory). Said Certificate of Liability Insurance must be completed with the City at least fourteen (14) calendar days prior to the starting date of this Agreement, and this Agreement shall not be signed or put into effect until the Certificate of Liability Insurance has been received and approved by the City.
  - a. If the special use will be held on airport property, then the insurance policy must include an aircraft endorsement. Proof of said endorsement shall be provided to the City.
  - b. If the special use involves alcohol sales or consumption, or both, then the insurance policy must include a liquor liability endorsement. Proof of said endorsement shall be provided to the City.
14. The undersigned, either as an individual or on behalf of a group or organization, hereby agrees that this Special Use Permit shall not be used in any manner that would discriminate against any person or persons based on sex, marital status, age, physical or mental handicap, race, creed, religion, color, or national origin.
15. Applicant shall not assign or transfer this Special Use Permit, or sublet any portion thereof, without the City's prior written consent.
16. Applicant agrees that the City and/or its designated representatives may enter upon the described City property or facilities at all reasonable times to ensure conformity with this Special Use Permit.
17. No portable toilets shall be placed within City property without prior approval from the Public Works Department.

**Review Procedure:** Upon receipt of a completed application, the City will review the application as follows:

1. The City Clerk will distribute the application to the Public Works Department, Fire Department, Police Department, and City Attorney.
2. Following review by the above departments, the applicant may be contacted by the City if a meeting is requested to determine whether the application submitted may be modified to satisfy the City's liability or use concerns.
3. If necessary, a traffic control plan shall be submitted as part of the application and approved by the Public Works Department.
  - a. Barricades, signs, and delineation equipment shall be installed and removed per the approved traffic control plan.
  - b. The City reserves the right to change the event route if it is deemed necessary for safety purposes or to maintain vehicular traffic flow.
  - c. If traffic control devices are required, the applicant will be responsible for placing and removing all such devices. The applicant will be responsible for the replacement cost of any damaged or unreturned City equipment used for the special use.
4. After the application has been reviewed by the City departments, it will be presented to City Council at its next regularly scheduled meeting for review and approval.

This Special Use Permit constitutes the entire agreement between the Parties hereto. By my signature, I hereby acknowledge that I have read, understand, and agree to the policies and procedures set forth in this City of Columbus Special Use Permit Application Form.

Steven Dery  
Applicant's Signature

2-4-26  
Date

Steven Dery  
Applicant's Printed Name

Chernofsky  
Received by (City Representative)

2.12.26  
Date



**ASSIGNEE:**

**Thomas S. Heyneman**  
**Bison Air, LLC**

**Karen M. Heyneman**  
**Bison Air, LLC**

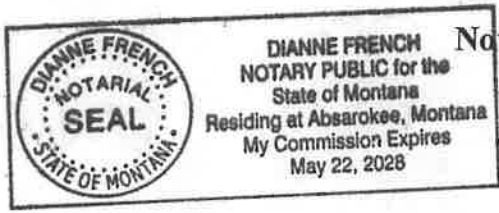
By: Thomas S. Heyneman By: \_\_\_\_\_  
Print Name: Thomas S. Heyneman Print Name: \_\_\_\_\_

State of Montana )  
 ) ss.

County of Stillwater

This instrument was acknowledged before me on January 30, 2026, by  
Thomas S. Heyneman

Dianne French  
NOTARY signature



Notary Public for the State of Montana  
Residing at Absarokee  
My Commission expires 5/22/2028

**CONSENT**

Lessors **City of Columbus and Stillwater County**, consent to the foregoing request.  
Dates this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**LESSORS:**

**CITY OF COLUMBUS**

By: \_\_\_\_\_  
Joe Morse, Mayor

**ATTEST:**

\_\_\_\_\_  
Cherrie McAlexander, City Clerk-Treasurer

**STILLWATER COUNTY**  
**BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Jeff Ruffatto, Chairman

\_\_\_\_\_  
Steve Riveland, Member

\_\_\_\_\_  
Roger Webb, Member

**ATTEST:**

\_\_\_\_\_  
Heidi Stadel, Stillwater County Clerk and Recorder





U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-110, Request for FAA Approval of Agreement for Transfer of Entitlements**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



## Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: Stillwater Country and City of Columbus

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47114(c) for

the: Name of Transferring Airport (and LOCID): Columbus Airport - Woltermann Memorial ( 6S3 )

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
Non-Primary	2023	\$ 212,505.00
<b>Total</b>		<b>\$ 212,505.00</b>

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements:  
Yellowstone Airport ( WYS )

Name of Receiving Airport's Sponsor: Montana Department of Transportation - Aeronautics Division  
a public use airport in the same state or geographical areas as the transferring airport for eligible projects  
under 49 USC § 47104(a).

The waiver expires on the earlier of 09/30/2026 (date) or when the availability of  
apportioned funds lapses under 49 USC § 47117(b).

**For the United States of America, Federal Aviation Administration:**

Signature: \_\_\_\_\_

Name:

Title:

Date:

**Certification of Transferring Sponsor**

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this            day of            February            , 2026

Name of Sponsor: City of Columbus

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official: Mayor

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

**Certificate of Transferring Sponsor's Attorney**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of \_\_\_\_\_. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at \_\_\_\_\_ (City, State),

this            day of

**Signature** of Sponsor's Attorney: \_\_\_\_\_

**Certification of Transferring Sponsor**

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this            day of            February            , 2026

Name of Sponsor: Stillwater County

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official: Chair, Stillwater County Commission

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

**Certificate of Transferring Sponsor's Attorney**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of \_\_\_\_\_. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at \_\_\_\_\_ (City, State),

this            day of            ,

**Signature** of Sponsor's Attorney: \_\_\_\_\_

Columbus Transfers				
Year Executed	From	To	Amount	Year of Funds
2023	Chinook	Columbus	\$33,400	2020
			\$150,000	2021
			<u>\$116,600</u>	2022
		Total	\$300,000	
2023	Harlem	Columbus	\$26,351	2022
			<u>\$123,649</u>	2023
		Total	\$150,000	
2023	Turner	Columbus	<u>\$150,000</u>	2021
		Total	\$150,000	

Columbus Transfers				
Year Executed	From	To	Amount	Year of Funds
2025	Columbus	Harlem	\$150,000	2025
		Total	\$150,000	
2025	Columbus	Turner	\$150,000	2024
			<u>\$16,193</u>	2023
		Total	\$166,193	

AIP 020-2023 Grant Funds				
Fund Actions	2020	2021	2022	2023
Transfer Funds	\$33,400	\$300,000	\$142,951	\$123,649
Columbus Funds	\$16,401	\$150,000	\$150,000	\$150,000
Total Funds	\$49,801	\$450,000	\$292,951	\$273,649
AIP 020-2023 Grant Funds	\$49,801	\$450,000	\$292,951	44951
Balance				\$228,698
Transfer Funds				-16193
Remaining Balance				\$212,505