

CITY OF COLUMBUS
MONDAY- March 2, 2026

CITY HALL 7:00 P.M.

****ALL MEETINGS ARE RECORDED****

*** Notes an action required by Council**

1. ***MINUTES, APPROVED AS WRITTEN, WITH OR WITHOUT ADDITIONS, DELETIONS, OR CORRECTIONS**

2. ***APPROVAL OF CLAIMS**

3. **PRESENTATION OF PETITIONS AND COMMUNICATIONS**

REPORTS OF OFFICERS

1. Chief CVFD

2. Police Chief

3. Public Works Director

4. City Attorney

5. City Clerk

6. City Court

4. **PUBLIC COMMENT ON CURRENT AGENDA ITEMS**

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

6. **REPORTS OF COMMITTEES**

There was a Solid Waste Committee Meeting March 2, 2026 at 4pm. The minutes from that meeting will be presented to the council on March 16, 2026.

7. **UNFINISHED BUSINESS**

8. **NEW BUSINESS**

*Approval of the Concession Stand Use Agreement between the City and PAWS

*Approval of the Use Agreement between the City and Columbus School District #6

*Approval of the Use Agreement between the City and Granite Peak Little League

*Approval of Resolution 893-2026 Adopting a Confined Space Entry Prohibition Policy

*Approval to match funds in the amount of \$4,000.00 for MT Historic Preservation Grant for the Museum of the Beartooths

*Approval of Notice of Intent to Award - Advanced Metering Infrastructure System

9. **COMMENTS NOT ON THE AGENDA**

10. ***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 17, 2026, AT 7:00 P.M.**

COUNCIL PRESENT OFFICERS PRESENT	The meeting was called to order at 7:00 p.m. Mayor Joe Morse began the meeting with the pledge of allegiance. The council persons present were Rick White, Dennis Holten, Tim Mayo, Cole Waltner, Kelly Ault and Dannen Johannes. Staff members present were Chief of Police Aaron Uecker, Public Works Director Peyton Brookshire, City Attorney Ryan Addis (via zoom), and Clerk-Treasurer Cherrie McAlexander.
SIDELINE IN PERSON	Marsha Olson and Lisa Westervelt
PUBLIC HEARING	NONE
REGULAR MINUTES APPROVED	The mayor asked the council if they had reviewed the minutes of the February 2, 2026, regular meeting, and if there were any additions, deletions, or corrections. There was a correction needed to add Rick White to Officers Present in the minutes. Tim Mayo made a motion to approve the minutes of the regular meeting with correction, seconded by Cole Waltner; roll call for vote, Rick White, Dennis Holten, Tim Mayo, Cole Waltner, Kelly Ault, and Danen Johannes, all yea votes. Motion passed.
SHUT OFF LIST	The shut-off list for the month of February 2026 was presented to the Council. Dennis Holten made a motion to approve the list as presented, seconded by Danen Johannes; roll call for vote, Danen Johannes, Kelly Ault, Cole Waltner, Tim Mayo, Dennis Holten, and Rick White, all yea votes. Motion passed.
APPROVAL OF CLAIMS	The claims list for the 1 st half of February was presented to the Council. Rick White made a motion to approve the claims as presented, seconded by Danen Johannes; roll call for vote, Danen Johannes, Kelly Ault, Cole Waltner, Tim Mayo, Dennis Holten, and Rick White, all yea votes. Motion passed.
PRESENTATION OF PETITIONS AND COMMUNICATIONS	NONE
FIRE DEPT.	The Fire Chief was present not present and did not provide a report.
POLICE	The Police Chief was present and provided a report. Aaron discussed the idea of creating a Day Use Policy for Itch-Kep-Pe Park in the winter months. There was discussion on the topic and Cherrie stated that staff would work on a Policy to present to council.
PUBLIC WORKS	The Public Works Director was present and provided a report. Peyton discussed the Confined Space Resolution to council. Cole Waltner commented on how great the ball fields look at Granite Peak Park.
ATTORNEY	The City Attorney was present and provided a report.
CITY JUDGE	The City Judge was not present and did not provide a report.
CLERK-TREASURER	The Clerk-Treasurer was present and provided a report. Cherrie discussed the Health Insurance early rate increase letter that she received from MMIA.

**MINUTES OF A MEETING OF THE CITY OF COLUMBUS,
COLUMBUS, MONTANA HELD February 17, 2026, AT 7:00 P.M.**

DISCLOSURE OF CONFLICTS OF INTEREST AND EX PARTE COMMUNICATION	NONE
PUBLIC COMMENT ON CURRENT AGENDA ITEMS:	NONE
COMMITTEE REPORTS-	Cherrie presented the council with the minutes from the Parks & Recreation Committee meeting that was held on January 29, 2026. She also let council know that all agendas, minutes and recordings of all committee meetings are available on the city website.
UNFINISHED BUSINESS	NONE
NEW BUSINESS	<p>Approval of Task Order 35 from Interstate Engineering to furnish Design and Funding Administration Services for the 12th Street Sewer Crossing Project in the amount of \$50,000. Dennis Holten made a motion to approve the task order, seconded by Tim Mayo; roll call for vote, Rick White, Dennis Holten, Tim Mayo, Cole Waltner, Kelly Ault, and Danen Johannes, all yea votes. Motion passed.</p> <p>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. Tim Mayo made a motion to approve the contract amendment, seconded by Dennis Holten. Peyton gave a brief progress report on the water repairs being completed and the need for the increase in funding. Dennis and Peyton discussed the type of piping in the ground and the benefits of it. Roll call for vote, Danen Johannes, Kelly Ault, Cole Waltner, Tim Mayo, Dennis Holten, and Rick White, all yea votes. Motion passed.</p> <p>Approval of the Special Use Permit for the Stillwater Balloon Rally organized by the Columbus Fire Rescue Association on May 29th through May 31st. Contingent on county approval and proper proof of insurance. Cole Waltner made a motion to approve the permit, seconded by Kelly Ault. Cole asked if the event would have the same schedule as last year. Marsha Olson responded yes. Marsha stated they were still finalizing the parking area but other than that all is ready. Roll call for vote, Rick White, Dennis Holten, Tim Mayo, Cole Waltner, Kelly Ault, and Danen Johannes, all yea votes. Motion passed.</p> <p><u>AIRPORT</u></p> <p>Approval of Assignment of Lease from Cows Around to Bison Air LLC. Dennis Holten made a motion to approve the lease, seconded by Danen Johannes; roll call for vote, Danen Johannes, Kelly Ault, Cole Waltner, Tim Mayo, Dennis Holten, and Rick White, all yea votes. Motion passed.</p> <p>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. Danen Johannes made a motion to approve the transfer, seconded by Tim Mayo; roll call for vote, Rick White, Dennis Holten, Tim Mayo, Cole Waltner, Kelly Ault, and Danen Johannes, all yea votes. Motion passed.</p>

MINUTES OF A MEETING OF THE CITY OF COLUMBUS,
COLUMBUS, MONTANA HELD February 17, 2026, AT 7:00 P.M.

COMMENTS NOT ON THE AGENDA	NONE
ADJOURNMENT	Joe Morse requested a Motion to Adjourn. Rick White made the motion to adjourn at 7:20 p.m. seconded by Dennis Holton, roll call all yea votes.

JOSEPH MORSE II, MAYOR

CHERRIE L MCALEXANDER, CLERK-TREASURER



PUBLIC WORKS DEPARTMENT

March 2nd Report to Council

Water

- ❖ Valve installations completed along E 2nd Ave N. Additional valves were found to be inoperable so we will add them to the replacement list. We will have the patches paved this spring.
- ❖ We received one submittal on the RFP for the metering system. The lone bid was from Yellowstone Waterworks and Badger Meter. I have included the breakdown of costs. I am requesting council issue a notice of intent to award the bid to Badger Meter to begin the 7-day notice and protest period.

Sewer

- ❖ Nothing new to report.

Streets/Drainage

- ❖ Nothing new to report.

Parks

- ❖ Agreements for Granite Peak Park are being finalized.

Other

- ❖ I am requesting approval of the resolution for the confined space prohibition policy.
- ❖ The solid waste committee met earlier today and will have the minutes and a report available for next council meeting.

SECTION 4: PRICE PROPOSAL

The following page contains the price proposal for the use of ultrasonic meters and cellular meter reading.

We have marked the "Pit Meter Box" line item as "no bid" since it would make more sense for the utility to purchase these directly versus YWW doing this and adding a markup to the cost.

Below the Bid Form are notes clarifying bid lines and a summary of additional Fees for the cellular reading system. These fees are not charged to the utility until use of these reading systems begins and the endpoints are provisioned.

- When a cellular endpoint doesn't successfully communicate, it will begin sending an RF signal that can be read at or near the meter site by a data collection device with ORION ME transceiver to read the meter as well as troubleshoot the meter set. The "Handheld/CPU" bid line item includes the cost for a tablet computer and ME transceiver. The Utility may also purchase their own data collection device that meets the minimum computing requirements and the Badger supplied transceiver, to field read the meter.
- The "Software" bid line includes the sum of the BMI Engagement Fee, which includes the setup and activation of the BEACON® SaaS portfolio and the fee for Billing Integration for use with Black Mountain billing software. NOTE: Black Mountain will charge a similar fee, which is not included in on this line item.
- For the cellular reading system, a Subscription Fee is charged per meter per month and includes the cloud site hosting and cellular costs for endpoints in use. It also includes EyeOnWater consumer portal, BEACON® Field IOS and Android access, software upgrades and maintenance and technical support. Subscription Fees are paid by the Utility purchase of Service Fee Units where each Service Fee Unit is the amount required for the Subscription Fee for one meter per month. The Subscription Fees can be paid monthly or annually, and Service Units can also be bought in advance (up to three-years' worth) and banked and applied monthly.

Badger Meter is currently running a Marketing Program that provides a 65% reduction in the one-time costs of the BEACON® Engagement Fee and Billing Integration, and the on-going cellular Subscription Fee Service Units. This marketing program used for the Subscription Fee Service Units is good for one year and returns to regular pricing after one year.

The costs of the Subscription Fees are life cycle costs, or effectively, ongoing maintenance costs, and as such, are not included in the line items on the Bid Form because they are not capital, or upfront, costs.



AMI RFP – Cost & Scoring Breakdown

Vendor: Badger Meter – Ultrasonic Cellular AMI System

This table summarizes the proposal pricing and scoring used for best-value evaluation. Installation labor was excluded from cost scoring in accordance with the RFP.

Cost Breakdown (Excluding Installation)

Item	Quantity	Total Cost
3/4" Residential Water Meters	890 @ \$246.57	\$219,447.30
1" Residential Water Meters	32 @ \$290.60	\$9,299.20
1-1/2" Commercial Water Meters	11 @ 694.35	\$7,637.85
2" Commercial Water Meters	13 @ \$935.64	\$12,163.32
3" - 4" Commercial Water Meters	2 @ \$3231.80	\$6,463.60
Cellular Transmitters	940 @ \$180.42	\$169,594.80
Training (On-Site)	1	\$4,170.00
Handheld / CPU	1	\$10,822.50
Software (Beacon Engagement + Billing Integration)	1	\$2,760.66
Black Mountain Software Integration	1	\$1,500.00
Subtotal		\$433,036.73

Clarifications

- The proposal indicates no price difference between integral and pit-mounted transmitter configurations.
- Project management is included at no additional cost.
- Installation labor was not included in the proposal and will be performed by City forces.

Scoring Summary

Category	Score
Cost (40%)	100
Warranty & Support	9 / 10
Final Weighted Score	97.00

This breakdown supports a best-value determination based on compliance with RFP requirements, total cost of ownership, warranty terms, and system design.

The only change from previous submittals was the pricing for commercial 3" and 4" meters were given at the 4" cost as the 3" rate is no longer used or valid.

Current lead time on commercial meters is 30 days; residential meter lead time is 10-15 days.

*We should be able to use one of the Toughbook's we are receiving from P.D instead of the purchase of the tablet.

March 2, 2026

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

1. Sorry I am missing the meeting this evening. I am attending an Insurance Pooling training conference for newly elected Borad Members for MMIA.
2. Back in November of 2015 the city of Columbus passed a resolution to be classified as a city instead of a town due to population. The city did not notify the IRS or the State about the change. According to those entities we are still a town. I have filed the proper paperwork with the IRS and the State to get this corrected. FYI.
3. The city has struggled with getting information out to its residents for quite some time. Letting residents know about water shut-offs, repairs or maintenance, road closures, safety concerns, council meetings or other important information has been a concern. TextMyGov is company that can provide the city with the tools to fix this problem. Please see the attached information about how the company can help and their price proposal. I reached out to other cities and towns to see what they were doing to reach their residents. Sidney and Musselshell use TextMyGov, several other cities use Black Mountain or their websites for mass emailing. I am requesting the council to provide some feedback on this topic.

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



TextMyGov

City of Columbus Montana



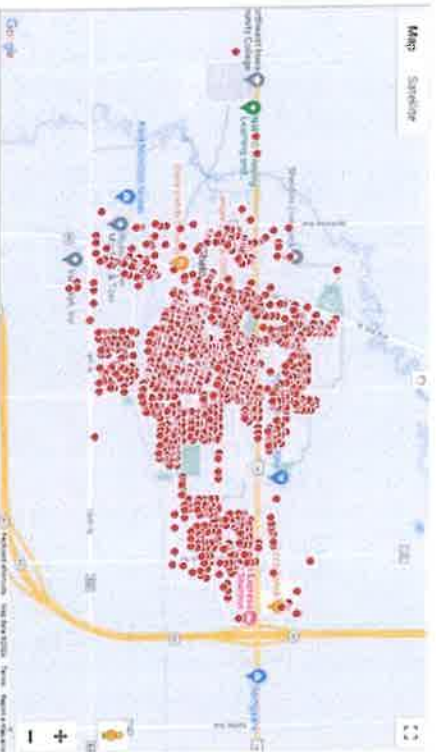
TextMyGov™



TextMyGov for Town of Columbus, Montana

Every agency uses TextMyGov differently to best suit their needs.

Here are **key benefits** that would streamline communication in your agency:



Based on our conversations, here is how we can help:

- **Outgoing Resident Notifications**
Sends **water bill payments, water main breaks, planned maintenance and office closures** directly to residents' cell phones. Water bills are due on the 15th each month. We showed how scheduled reminders can be automated—saving time and reducing late-payment calls.
 - We can configure singular or unlimited group types.
 - **Database Importing (Day-One Bulk Opt-In)**
USPS-based database import can automatically opt in **30–60% of households**. Residents can opt out by replying **STOP**.
 - **Widget for Manual Sign-Ups**
Helps residents who are **not** caught in the imported database join easily.
 - **Geographic (Map-Based) Alerts**
Staff can send alerts to only the **affected area** (Water main breaks, planned maintenance, and any information that needs to get out on the fly.)
- Solves:** targeted communications, reduces unnecessary calls, supports incident-specific outreach.

Solutions for Your Agency



Mass Texting

Text an unlimited amount of people simultaneously.



Geo-Fence Texting

Create mass messaging groups by selecting an area on a map.



Phone Number Database

Access a database of resident phone numbers and start texting.



Social Media Integration

Save time by instantly posting your text message to social media.



Available Anytime

Smart texting technology works around the clock to provide assistance to citizens anytime day or night.



WWW.TEXTMYGOV.COM

The logo features the text "TextMyGov" inside a grey speech bubble. The speech bubble is positioned within a large, grey outline of the state of Montana.

TextMyGov

PROPOSAL

DATE: 02/19/2026

Prepared For:

Columbus MT
408 E 1st Ave N, Columbus, MT, USA

Prepared By:

John Kenna | Account Executive
TextMyGov

INTRODUCTION TO TEXTMYGOV

TextMyGov was developed to open lines of communication with local government agencies and citizens. The system works 24 hours a day and easily connects with your website and other communication methods.

Using the regular messaging app on any smartphone, the smart texting technology allows the citizen to ask questions and get immediate responses, find links to information on the agency's website, address problems, report any issues and upload photos.

According to the Pew Research Center, 97% of smartphone owners text regularly. The technology analysts at Compuware reported that 80 to 90% of all downloaded apps are only used once and then eventually deleted by users.

TEXTMYGOV SOLUTION

Summary for: Columbus

FEATURE	SOLUTION
SEND ALERTS	<ul style="list-style-type: none">• TextMyGov gives agencies the ability to send out notifications/alerts as a text message.• Agencies can create different notification groups like "City Events" or "County Elections" and citizens can choose what notification group to Opt-In to.• GIS Map Targeting: <i>TextMyGov's mapping tool allows them to highlight only the affected block(s) and send alerts exclusively to those residents. This prevents "alert fatigue," which Cherrie specifically emphasized.</i>• Scheduled Alerts: <i>Water bills are due on the 15th each month. We showed how scheduled reminders can be automated—saving time and reducing late-payment calls.</i>• Surveys: <i>(Cost-Saving Alternative to Mailers): Custom SMS-delivered surveys, real-time results, charts for council presentations, zero printing or postage costs</i>
DEMO RECORDING	<u>Intro to TextMyGov Recording Columbus, MT</u>

COST BREAKDOWN

This quote represents a subscription to TextMyGov with an annual recurring charge for an initial period of Three-Years (the "Initial Term"). The agreement is set to automatically renew on the anniversary date of the agreement, after the Initial Term. Support and services fees may increase following the Initial Term but will increase no more than 5% per year. See below for the package price and other details.

Terms and conditions can be printed and attached as **Exhibit A** or viewed at www.TextMyGov.com/terms

Package Details

	Price	Billing
TextMyGov Premium	\$3,000.00	Annual
<ul style="list-style-type: none"> • TextMyGov web-based software • Enhance Media Care Package • Citizen Surveys • Local phone number • Short code number (outgoing messages) • TextMyGov Provided Database • Unlimited users & departments • Unlimited support for every user • 10 GB managed online data storage • 25,000 text messages per year 		
Setup Fee	\$1,500.00	One-Time
First year total	\$4,500.00	Year One
Total Recurring	\$3,000.00	Annual

TERMS

- This is a Three-Year term.
- After the initial Three-Years, the agreement will revert to year-to-year
- Cancellation requires a 60-day written notice
- Customer is required to put TextMyGov widget on agency's website
- This proposal is valid for 30-days
- Customer is required to provide a copy of W-9.
- The TextMyGov widget will remain on the agency's website for the duration of the agreement. If the widget is not placed on the City/County website within 60-days, the Agency agrees to pay an additional \$1,000 towards setup costs (this is to cover TextMyGov's time). See more information on our widget by clicking visiting textmygov.com/textmygov-widget/

ADDITIONAL SERVICES

<i>Service</i>	<i>Price</i>	<i>Billing</i>
Additional Storage <ul style="list-style-type: none"> • 100 GB of Storage 	\$250 per unit	Annual
Additional Text Messages <ul style="list-style-type: none"> • 25,000 additional text messages • 50,000 additional text messages • 100,000 additional text messages • Unlimited text messages 	\$300 \$550 \$750 Price based on Population. Please contact your Account Executive for more details.	Annual

IMPLEMENTATION

GETTING STARTED

- After the execution of the Agreement Confirmation page, a project manager will be assigned to assist the client through implementation. A local phone number will be obtained for use with TextMyGov.

CONFIGURATION

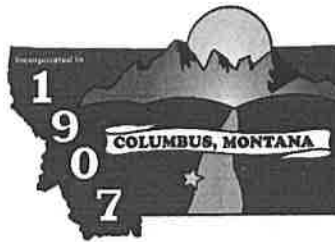
- The project manager will work with the client to customize interactive responses, create automation flows, and keyword lists. Training will be provided on how to quickly create and edit data.

MEDIA KIT

- Advertising materials will be provided to the client, including an infographic for the website and downloadable flyer for social media and other communication methods used by the agency.

UNLIMITED TRAINING AND SUPPORT

- After initial implementation and training, unlimited on-going support is included. Our experts are available M-F 6am-5pm MST.



GRANITE PEAK PARK

CONCESSION STAND SEASONAL USE AGREEMENT

This Concession Stand Seasonal Use Agreement ("Agreement") is entered into this ____ day of _____ 2026, by and between the **City of Columbus, Montana** ("City") P.O Box 549, Columbus, MT 59019 and the undersigned organization or group, **PAWS – Parents Advocating & Working for Schools, Students & Staff** ("Operator").

1. FACILITY

The facility subject to this Agreement is the concession stand located at Granite Peak Park ("Facility"). The Facility is City-owned property.

2. TERM

- This Agreement is seasonal and shall apply only for the defined operating season of March 1st through October 1st as approved by the City.
 - This Agreement is non-transferable and applies only to the named Operator.
-

3. CITY RESPONSIBILITIES

The City shall provide the following base infrastructure:

- One potable water service with meter.
 - Payment of all electricity and water charges.
 - One utility sink within the Facility.
 - Connection to a 1,500-gallon grey water holding tank.
 - One grey water pump-out per operating season at City expense.
-

4. OPERATOR RESPONSIBILITIES

The Operator shall be solely responsible for:

- All additional grey water pump-outs beyond the one provided per season.
- Proper collection and disposal of all trash generated by concession operations.
- Day-to-day operation, staffing, and supervision of volunteers.

- Compliance with all applicable local, state, and federal health regulations, including permits and inspections.
 - Food safety, sanitation, and proper handling of food and beverages.
 - Cleaning and maintaining the interior of the Facility during the season.
 - Securing the Facility when not in use.
 - Providing all equipment, supplies, and consumables necessary for operations.
-

5. IMPROVEMENTS AND ALTERATIONS

- Any improvements, fixtures, or alterations permanently affixed to the Facility, including shelving, counters, cabinetry, plumbing, electrical work, or structural modifications, shall become the permanent property of the City.
 - No structural, electrical, or plumbing modifications shall be made without prior written approval from the City.
 - All approved improvements must comply with applicable building and safety codes.
 - The City shall not reimburse the Operator for any improvements made to the Facility.
-

6. SCOREBOARD AND FIELD LIGHT ACCESS

- Notwithstanding any other provision of this Agreement, authorized representatives of Granite Peak Little League or other City-approved athletic organizations shall be permitted access to the Facility solely for the purpose of operating field lighting, scoreboards, or related electrical controls serving the ball fields. Such access shall be limited to those functions only and shall not interfere with concession operations. The City may establish reasonable procedures for access, including key control or scheduling. The Operator acknowledges that such access does not constitute shared use of the Facility for concession purposes.

7. INSPECTIONS

- A joint inspection of the Facility shall be conducted by the City and the Operator at the beginning of the season to document the condition of the Facility.
 - A joint inspection shall also be conducted at the end of the season to document the conditions upon turnover.
 - The Operator shall return the Facility in substantially the same condition as received, normal wear and tear excepted.
 - Any damage to the Facility, fixtures, or utilities occurring during the term of this Agreement, beyond normal wear and tear, shall be the responsibility of the Operator. The Operator shall, at its expense, repair or restore such damage to the satisfaction of the City prior to or upon termination of the Agreement.
-

8. INSURANCE AND LIABILITY

- The Operator shall carry general liability insurance with limits of not less than **Seven Hundred Fifty Thousand Dollars (\$750,000) per claim** and **One Million Five Hundred Thousand Dollars (\$1,500,000) per occurrence**, consistent with other City park use agreements.
- The City of Columbus, Montana shall be named as an additional insured.
- Proof of insurance shall be provided to the City prior to the commencement of operations and shall remain in effect for the duration of the operating season.

- The Operator agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents from any claims, damages, losses, or expenses arising out of the Operator's use or operation of the Facility.
 - The City assumes no liability for injuries, losses, or damages arising from concession operations.
-

9. TERMINATION

- Either party may terminate this Agreement for convenience upon sixty (60) days written notice to the other party.
 - The City may terminate this Agreement immediately, without notice, for health, safety, or compliance concerns, or for violation of any term of this Agreement.
-

10. FIRST RIGHT OF REFUSAL AND END-OF-SEASON TURNOVER

Provided the Operator is in good standing with the City, has complied with all terms of this Agreement, and has not been subject to termination for cause, the Operator shall be granted a first right of refusal to operate the concession stand for the subsequent operating season.

The City shall provide written notice to the Operator regarding concession operations for the following season. The Operator shall have a reasonable period, not to exceed thirty (30) days, to notify the City in writing of its intent to accept or decline continued operation under terms to be determined by the City.

This first right of refusal does not constitute an automatic renewal, does not create a tenancy or exclusive right of use, and does not obligate the City to continue concession operations under the same terms from season to season.

Unless and until the Operator has accepted continued operation for the subsequent season in writing and such continuation has been approved by the City, the Operator shall, at the conclusion of the season:

- Remove all personal equipment and supplies.
- Leave the Facility clean and in good working order.
- Return all City-issued keys or access devices.

Upon written acceptance and approval for continued seasonal operation, the City may, at its discretion, allow concession-related equipment and supplies to remain in the Facility between seasons, subject to inspection and condition.

11. GENERAL PROVISIONS

- This Agreement creates no tenancy, leasehold interest, or exclusive right of use of the Facility beyond the approved operating season.
- Use of the Facility is subject to City scheduling, park operations, and public use of Granite Peak Park.
- This Agreement may be amended only in writing and with approval of the City.

IN WITNESS WHEREOF, the City and the Operator have caused this agreement to be duly executed by their proper officers as follows.

CITY OF COLUMBUS, MONTANA

APPROVED by the Council of the City of Columbus on the _____ day of _____, 2026,

ATTEST:

BY:

Cherrie McAlexander, City Clerk-Treasurer

Joseph Morse II, Mayor

Organization Representative:

BRENDA KIRCHER

02/24/26

Date

Brenda Kircher

cougarpawsmt@gmail.com

P.O. Box 178, Columbus MT 50919

USE AGREEMENT

This Use Agreement ("Agreement") is made and entered into this ___ day of _____, 2023~~6~~ ("Effective Date") by and between the City of Columbus, Montana, P.O. Box 549, Columbus, Montana 59019 (the "City"), and the Columbus School District #6, 433 North 3rd Street, Columbus, Montana 59019 (the "District").

RECITALS

1. The City owns the real property known as Granite Peak Park (the "Park").
2. The District intends to use the following portions of the Park during March 1st through June 1st each year for its high school softball and baseball teams: (1) the high school softball field located in the southwest corner of the Park ("Crawford Field"); (2) the multipurpose sports field, parking lot, and related improvements and equipment generally located in the northwest corner of the Park and west of the soccer field ("Practice Field"); and (3) the large baseball field on the east side of the Park ("Mandeville Field").
3. The District will continue expending funds to develop and maintain Crawford Field and Practice Field year-round. ~~and The District will share equal funding and maintenance with the City for Mandeville Field during the high school softball and baseball season which runs from March 1st through June 1st each year. Any further development of Mandeville Field shall be equally cost shared between the City and the District.~~
4. The District will work cooperatively with the City in the ongoing operation and improvement of the Park in accordance with the Granite Peak Park Master Plan and any amendments thereto.
5. The parties desire to formalize this Agreement pertaining to the District's use of the Park as described above.

NOW THEREFORE, in consideration of the above-described use of the Park by the District, as well as the mutual covenants, promises, and representations made herein, the City and the District agree as follows:

1. **TERM:** This Agreement shall begin on the Effective Date and shall expire on June 1, 2040, unless terminated earlier as provided herein. Either party may request for the Agreement to be reviewed every (5) years. Such request shall be made in writing by the requesting party at least thirty (30) days prior to the start of the high school softball and baseball seasons.
2. **USE OF PARK:**

- a. From March 1st through June 1st each year, the District shall have the exclusive right to use Crawford Field and Practice Field and the preferred right to use Mandeville field for high school softball and baseball team activities, except when the District and the City can schedule and coordinate events which will not interfere with the District's use. The City shall notify in writing the District of such events at least fourteen (14) days beforehand.
- b. Outside of March 1st through June 1st each year, the City may schedule and coordinate other events at Practice Field and Mandeville Field.
- c. It is understood that Crawford Field is to only be used for high school softball. The field may not be altered in any way from its original layout to accommodate other organizations or sporting events that would change the field layout or cause damage to the field.

3. **COVENANTS OF PARTIES:** The City and the District agree as follows:

- a. On or before March 1st each year, the District shall pay annual use fees of (1) Seven Hundred Fifty Dollars (\$750.00) for Crawford Field **and Practice Field**, and (2) ~~One Thousand Three Hundred Dollars (\$1,300.00) for Practice Field~~ **Seven Hundred Fifty Dollars (\$750.00) for** ~~and~~ Mandeville Field. Both annual fee amounts may be reasonably adjusted each year during the term of this Agreement. All fees paid by the District shall be deposited into the City's Granite Peak Park Fund.
- b. All sheds, facilities, equipment, and other items purchased with the District's funds which are not permanently attached to the Park will remain the District's property and may be removed at any time by the District. Any improvements which are permanently attached to the Park shall become the City's property.
- c. The City and the District shall indemnify, hold harmless, and defend the other party, its agents, employees or officials, against any and all claims, demands, causes of action, damages, costs, expenses, liability or judgements against the other party or personal injury, death, or property damage caused by the negligence of the indemnifying party, its agents, employees or contractors arising from, growing out of, or in any way connected with this Agreement.
- d. The District shall carry minimum liability insurance in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) per claim and One Million Five Hundred Thousand Dollars (\$1,500,000.00) per occurrence with the City named as an additional insured. The District shall provide the City with a Certificate of Insurance showing the required insurance is in effect throughout the term of this Agreement.
- e. The District shall provide such portable toilet facilities as are necessary in connection with the District's use of the Property. The District shall be

responsible for weed control, mowing and trimming weeds and grass, watering, and other maintenance and repairs required for Crawford Field and Practice Field **year-round**. Additionally, from March 1st through June 1st each year, the District shall **share with the City the be responsible equal responsibility** for weed control, mowing and trimming weeds and grass, and watering required for Mandeville Field. **The District and City will communicate accordingly. Any other maintenance or repairs for Mandeville Field shall be equally cost-shared between the City and the District.**

- f. The charges for the garbage dumpsters and electrical service which serve the Park shall be paid out of the City's Granite Peak Park Fund.
- g. This Agreement is not assignable by the District, in whole or in part, without the City's prior written consent.
- h. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.
- i. The parties agree that any amendments or modifications to this Agreement, or any provisions contained herein, shall be made in writing and shall be executed in the same manner as the original document and shall, after execution, become part of this Agreement.
- j. The parties acknowledge that this Agreement supersedes and replaces the prior Use Agreement (effective **July 1, 2015 March 20, 2023**) executed by them.

REST OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the City and the District have caused this Agreement to be duly executed by their proper officers as follows.

CITY OF COLUMBUS, MONTANA

APPROVED by the Council of the City of Columbus on the ____ day of _____, 2026, authorizing the Mayor to execute the Agreement.

ATTEST:

BY:

Cherrie McAlexander, City Clerk-Treasurer

Joseph Morse II, Mayor

(SEAL)

COLUMBUS SCHOOL DISTRICT #6:

Casey Klasna, Superintendent

Date

**User Agreement
Granite Peak Little League Baseball
Agreement**

This Agreement is established to provide guidelines for the use of the City of Columbus's Granite Peak Park Athletic Field by Granite Peak Little League (hereafter "GPLL")

This Agreement is made and entered into this _____ day of _____, 2026, by and between the GPLL and the City of Columbus (hereafter "City")

RECITALS

The City owns the real property known as Granite Peak Park.

The City and GPLL both desire to formalize this agreement pertaining to the GPLL's use of the Property.

WHEREAS, The GPLL desires to use the City's Granite Peak Athletic Field for the purpose of Baseball and Softball; and **WHEREAS**, the City deems it to be in the public interest to promote such activity in its park system under the rules and regulations and conditions as hereinafter set forth.

NOW, THEREFORE, the parties do hereby covenant and agree as follows:

TERM

The term of this Agreement shall be for the regular baseball/softball season of March 1st through ~~July~~ August 15th of each year, beginning on March 1, ~~20206~~ continuing until ~~July August~~ 15, 20228, unless terminated earlier or renewed as provided herein. The GPLL shall have the nonexclusive use of the field for the duration of the regular season only. The fields with exclusion of the softball field leased by the School District, will be available for practice and games.

COVENANTS OF AGREEMENT

The GPLL do hereby covenant and agree with the City that the GPLL shall:

1. Use and occupy said facilities in a careful and proper manner and not commit any waste therein.
2. Not use or occupy said facilities for any unlawful purpose; and conform to and obey all present and future laws and ordinances, and all rules and regulations of all governmental authorities or agencies respecting the use and occupation of the facilities.
3. Not use or occupy said facilities, or permit the same to be used or occupied for any purpose except the practice and playing of baseball.
4. GPLL shall maintain repair and replace all the baseball-related improvements, including fences, backstop, dugouts, pitcher's mound, home plate and base anchors within the facility. Any storage of clay, top soil or other materials needed for the infield maintenance shall be the responsibility of the GPLL and shall be stored in designated areas.
5. Reasonably coordinate use of the field areas with all other contracted users.
6. During the term of this agreement (regular season), make no substantial alterations, repairs or additions in or to said facilities without prior express written consent of the Public Works Director of the City of Columbus. Coordination and approval must be obtained before any alterations, repairs or additions are started. It is understood that any/all improvements to the facilities become the sole property of the City.
7. Utilize the parking lot areas of the Granite Peak Park Athletic Field. No vehicles or setups are allowed on the turf areas without express written consent of the Public Works Director.
8. Indemnify, defend, and save the City, its officers, employees and agents, harmless from and against any claims, loss damage, and liability including costs and attorney fees, occasioned by growing out of, arising or resulting in the GPLL's use of the City's Granite Peak Park for any purpose or from any default hereunder, or any tortious or negligent act on the part of the GPLL, their agents, volunteers or employees, and for such purpose shall procure and maintain in full force and effect during the term of this agreement insurance in a

reliable company or companies with a minimum policy limit of \$750,000.00 for each claim and 1.5 million for each occurrence, including bodily injury. The City shall be named as an additional insured party and loss payee on the policy to be evidenced by a certificate of insurance presented to the City Clerk on or before the 1st day of May year. Policy must require insurer to give City at least 30 days prior written notice of termination.

9. The City reserves the right to special event the use of the facilities during non-scheduled practiced and games during the season timeframe. Coordination will be sought by the Public Works Director through a GPLL sponsor in writing if a special event is planned.
10. Every Year prior to the beginning of the season have a clean-up day to clean out fence lines of trash and debris. Inspect and clean in and around all structures and field areas. The City will coordinate with GPLL sponsor to provide trash containers needed for this cleanup day.
11. Leave the facilities at the expiration of each practice and or game in as good condition as received. Reasonable wear and tear may be accepted. Includes clean up of trash around concession stand areas, field area, dugouts, spectator viewing stands, parking lot and fence lines.
12. A GPLL sponsor shall provide upon request to the Public Works Director a checklist of safety protocol administered at the time of each facility use. Said checklist shall include time and date of inspection, detail of inspection of each field used, equipment both attached and not attached. Any unsafe situation shall be immediately addressed and documented. If an unsafe field condition exists a GPLL sponsor shall be responsible for discontinuing activities and repairing said unsafe condition prior to use and contacting the Public Works Director as soon as possible with a report of the repair and any follow up maintenance that may be necessary.
13. On or before May 1st of each year the GPLL shall provide a current list of contact personnel, volunteers, and certificate of insurance along with the user fee to the City Clerk

MUTUAL COVENANTS

It is mutually agreed by and between the City and the GPLL that:

1. The GPLL shall not be required to pay a damage/cleanup deposit. The sprinklers around the infields will be the leagues responsibility if the damage was caused by infield dragging. In the event of sprinkler damage a GPLL sponsor shall notify the Public Works Director and coordinate repair.
2. ~~GPLL shall have limited access to the concession stand facility solely for the purpose of operating field lighting, scoreboards, or related electrical controls serving Granite Peak Park ball fields. Such access shall not include use of concession equipment, storage areas, or food preparation areas. GPLL shall be responsible for securing the facility after use and shall be liable for any damage caused during its access beyond normal wear and tear. GPLL acknowledges that such access does not constitute shared use of the Facility for concession purposes.~~
3. This Agreement and all the covenants and provisions herein contained shall not be assignable.
4. The City expressly agrees that it shall be responsible to faithfully and adequately perform, at the City's expense, the following:
 - a) Regular mowing and trimming of fields,
 - b) Fertilizing and weed control of all park property including parking lots.
 - c) Irrigation and sprinkler system of grass areas.
 - d) Trash receptacles and trash service to empty said trash receptacles and dumpsters
 - e) Portable toilets and service to said toilets for the summer season.
 - f) Utility Costs for Granite Peak Park.
 - g) Insurance for structures, including dugout structures, storage facilities and concession building.
4. ~~The GPLL may sell concessions from the fixed concession facility. Any food service license required by the Stillwater County Sanitarian shall be obtained and followed during the entire season. A copy of the County permit if required shall be provided to the City by the GPLL on or before the first sales of concession begins for each season. The City accepts no liability for concession stand contents. The GPLL shall hold the City harmless for any damage to or caused by said contents at the Granite Peak Park Concession area.~~
5. The GPLL may not enter into any third-party contracts or agreements that include any use of City property for any purpose.
6. The Public Works Director shall maintain a master set of keys to all buildings within the Granite Peak Park facility. A written list of names of key holders shall be provided to the Public Works Director.

7. The Public Works Director is the final authority over field and facilities use. The Public Works Director and representative of the GPLL shall conduct a pre and post season inspection of the fields and facilities at a time directed by the Public Works Director.
8. The GPLL will pay a user fee of \$1,300.00, per season for lease of the fields.
9. The City will allow the fields to be used by the public for Special Events from ~~July~~ August 16 through February 26 of each year. ~~The City also agrees that the use of the fields by the public does not include the use of the concession stand and equipment contained therein. Nor does the City give the public the use of any stored equipment held by special groups.~~
10. This agreement may be subject to renewal at the discretion of the City Council of the City of Columbus.
11. Either party may terminate this Agreement upon sixty (60) days written notice to the other party. This agreement shall automatically renew for successive five (5) year terms, unless at least sixty (60) days before the expiration of any such term either party gives the other notice in writing of termination at the end of such term.
12. The parties hereby agree that any amendments or modifications to this agreement or any provisions herein shall be made in writing and shall be executed in the same manner as the original document and shall, after execution, become part of this agreement.
13. ~~The parties acknowledge that this Agreement supersedes and replaces the prior Use Agreement (effective May 26, 2020) executed by them.~~

Signed and agreed to this _____ day of _____, 2026

City of Columbus

By: Joseph Morse II, Mayor

Attest:

By: Cherrie McAlexander, City Clerk-Treasurer

Granite Peak Little League

Joe Obiki - President

RESOLUTION NO. 893-2026

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

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;

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 2nd day of March 2026

Motion made by _____ seconded by _____

All in favor _____

Opposed _____

Joseph Morse II, Mayor

ATTEST:

Cherrie McAlexander, City Clerk-Treasurer

**Certified Local Government
Grant Application**

**For the grant period
May 1, 2026 to April 31, 2027**

Application Deadline

March 16, 2026

**Montana State Historic Preservation Office
PO Box 201202
Helena, MT 59620-1202
(406) 444-7715**

**2026-2027 GRANT APPLICATION
CERTIFIED LOCAL GOVERNMENT PROGRAM**

Certified Local Government: COLUMBUS/STILLWATER COUNTY

Address: PO Box 1, 440 E. 5th Ave, N., Columbus, MT 59019

Contact Person: Penny Redli

Tax ID: 81-6001432

Unique Entity Identifier (UEI): City of Columbus UEI H5GTLJP37 Stillwater County UEI VEVBMZT5FL35

Period of Grant Request: May 1, 2026 to April 31, 2027

Scope of Work: The National Park Service asks we grant funds to CLGs for kinds and levels of work that reflect increasing sophistication, skills, and roles by the Preservation Officers, in other words, tasks that reflect improvement in community thinking. For this section, please itemize special projects, products or projects starting or completing, meetings to be attended, regular work duties, etc., and specifically, ways in which the federal grant funds will help a project or program beneficial to the growth and development of the local program. Please tie your tasks to your community's Preservation Plan. If not, please explain.

Check if Scope of Work is continued on additional pages.)

The Columbus Stillwater County Historic Preservation Commission and Office continue to follow the attached preservation plan.

The Commission has identified the following objectives:

1. Continuing to increase community awareness of historic preservation is and has been an important goal of the program. (Goal 2)
2. Continue to build the archive in the Museum of the Beartooths, the CSCHP office has and will continue to provide a historic preservation center to assist County residents interested in historic preservation. (Goal 2 & 3)
3. Continue the identification of historic and archeological properties eligible for listing in the National Register of Historic Places. (Goal 4)
4. Assist anyone in the process of putting historic buildings and sites on the National Register of Historic Places and encourage and assist already listed properties to go forward with getting the NR sign. (Goal 4)
5. Continue to pursue granting possibilities for surveys of towns in Stillwater County. (Goal 6)
6. Continue the efforts to protect and preserve the 2nd Crow (Absaroka) Agency site. (Goal 2 – 6)
7. Assist the Stillwater Historical Society and community with the preservation efforts of the records of Stillwater County. (Goal 2,3,4,5,6)
8. Work with Town of Columbus, Park City, Absarokee, and other cemeteries on gravestone repairs. (Goal 2,3,5,6)
9. Assist other committees around the county with preservation efforts. Such as: Save the Sandstone (in Absarokee) committee, the Stillwater County Commissioners, Sandstone Preservation Community (in

Absarokee) and other groups that work toward preservation of Stillwater County historic buildings or sites. (Goal 2,4,5,6)

10. Continue to inventory historic barns and outbuildings in Stillwater County. (Goal 2, 3, 4)

The HP Officer will be coordinating local historic preservation programs; helping in the development of local surveys, projects, and historic preservation planning documents; advise and provide assistance to the CSCHP Commission, government agencies and the public; and ensure to the extent practicable, that the duties and responsibilities delegated by the resolution are carried out.

BUDGET

5-1-2026 to 4-31-2027 Budget	Cash Amount	Cash Source	In-kind Amount	In-kind Source	Total
A. Salaries, Wages, Benefits	\$14,000.00	\$6,000.00 \$4,000.00 CI \$4,000.00 CO			\$14,000.00
B. Office Rental			\$3,000.00	NP	\$3,000.00
C. Equipment Computer Copier Rental			\$2,000.00	NP	\$2,000.00
D. Supplies & Materials office supplies			\$1,200.00	NP	\$1,200.00
E. Postage			\$100.00	NP	\$100.00
F. Telephone & Internet			\$1,350.00	NP	\$1,350.00
G. Photocopies					

<p>H. Preservation Commission 10 hours X \$32.15 rate X 4 members X 4 meetings</p> <p>10 hours X \$110.96 for 1 professional commission member X 4 meetings</p>			<p>\$5,144.00</p> <p>\$4,438.40</p>	<p>P</p> <p>P</p>	<p>\$5,144.00</p> <p>\$4,438.40</p>
<p>I. Volunteers 30 Hours X \$32.15 rate X 4 volunteers for Archive, Barn, and cemetery projects.</p>			<p>\$3,858.00</p>	<p>P</p>	<p>\$3,858.00</p>
<p>J. Travel Mileage 500 miles X \$0.725 HPO 1500 miles X \$0.725 HPC attend CLG annual training & meetings Number of miles X \$0.725.</p>			<p>\$362.50</p> <p>\$1,087.50</p>	<p>NP</p> <p>P</p>	<p>\$362.50</p> <p>\$1,087.50</p>
<p>K. Travel Meals 4 Dinner Meals X \$19.60 for HPO Mtgs. X 6 (HP Officer & Commission) rate: Breakfast - \$11.20 Lunch - \$13.30 Dinner - \$19.60</p>			<p>\$470.40</p>	<p>P</p>	<p>\$470.40</p>
<p>L. Lodging No Lodging needed \$110.00 plus tax X number of nights</p>					
<p>M. Project (s) Expenses – fully itemized</p> <p>700 miles X \$0.725 for Barn Project and subdivision review Travel</p>			<p>\$507.50</p>	<p>NP</p>	<p>\$507.50</p>

N. Other Expenses – fully itemized.					
M. Total Expenses	\$14,000.00	\$14,000.00	\$23,518.30		\$37,518.30

SOURCE KEY:

F-Federal

CI-City

CO-County

NP- Private/Non-Profit

* Federally approved minimum rate for volunteers is \$30.84 per hour.

SOURCES OF REVENUE/FUNDING

AMOUNT

Itemized Cash Match Source

City of Columbus \$4,000.00

Stillwater County \$4,000.00

Itemized In-Kind Match Source

Stillwater Historical Society Office Space, expenses & travel \$8,520.00

CSC HP Commission Members & Volunteers time & travel \$14,998.30

Federal HPF Grant Request from SHPO

_____ \$6,000.00

TOTAL REVENUE

\$37,518.30

Certified Local Government
Historic Preservation Commission Chairperson or President

Signature _____ Date _____

Name (typed) Maurie Petterson

Address PO Box 713, Columbus, MT 59019

Telephone 406-322-5345

City of Columbus Chief Elected Official

Signature _____ Date _____

Name (typed) Joe Morse

Title Mavor, Town of Columbus

Address PO Box 549, Columbus, MT 59019

Telephone (406) 322-5313

Certified Local Government
Stillwater County Chief Elected Official

Signature  Date 2/26/26

Name (typed) Jeff Ruffatto

Title Chairman, Stillwater County Commission

Address PO Box 970, Columbus, MT 59019

Telephone (406) 322-8010

Certified Local Government
Historic Preservation Officer

Signature  Date 2/23/2026

Name (typed) Penny Redli

Address PO Box 1, Columbus, MT 59019

Telephone 406-322-4588

Please attach the meeting minutes (or an alternate way in writing) at which your application was discussed and approved by the Preservation Board/Commission.

Please attach a list of the historic preservation board members' names citizen membership, terms (year ending), their professional discipline or status as a citizen member on the board, and contact information.

City of Columbus



PUBLIC WORKS DEPARTMENT

NOTICE OF INTENT TO AWARD

Project:

Request for Proposals –Advanced Metering Infrastructure (AMI) System
City of Columbus, Montana

This letter serves as formal notice that, following evaluation of proposals submitted in response to the above-referenced Request for Proposals, the City of Columbus intends to award the contract for the AMI System to:

Badger Meter, Inc.

The City received one proposal in response to the RFP. The proposal was reviewed for responsiveness and evaluated in accordance with the evaluation criteria set forth in the RFP. Based on that evaluation, the City has determined that the proposal submitted by Badger Meter, Inc. represents the **best value** to the City.

This Notice of Intent to Award is issued pursuant to **Title 18, Montana Code Annotated**. Any protest of this intended award must be submitted in writing within **seven (7) calendar days** of the date of this notice. Protests shall be addressed to:

Peyton Brookshire
Public Works Director
City of Columbus
P.O. Box 549
Columbus, MT 59019
Email: director@townofcolumbus.com

If no protest is received within the protest period, the City may proceed with contract execution following the close of the protest window and final approval by the City Council.

This Notice of Intent to Award does not constitute a contract or a commitment by the City to enter into a contract.

Dated this **2nd day of March 2026**.