

**CITY OF COLUMBUS
AGENDA
MONDAY- March 16, 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**
Chief of Police to present an award

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 Solid Waste meeting on March 2, 2026 presented to council

8. **UNFINISHED BUSINESS**

9. **NEW BUSINESS**

*Approval of the Special Use Permit sponsored by Purpose Church for an Easter Egg Hunt at Heritage Park on April 4th

*Approval of Special Use Permit sponsored by MT SIP for Montana Shakespeare in the Park at Heritage Park on July 24th

*Approval of Resolution 894 – Establishing Compliance with Reimbursement Bond Regulations Under the Internal Revenue Code – 12th Street Sewer Project

*Approval of Notice of Award to Noddings Waterworks, Inc for the AMI Water Meters

*Approval of Professional Services Agreement between the city and Noddings Waterworks for AMI Water Meters not to exceed \$500,000

*Approval of Professional Services Agreement between the city and AEI Applicators for weed and mosquito control in the amount of \$35,000

*Approval of Professional Services Agreement between the city and Grizzly Tree Service for tree pruning services in the amount of \$45,000

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 March 2, 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 members present were Rick White, 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 Deputy Clerk Cassidy Thompson.
SIDELINE IN PERSON	Joel Morantan, Maurie Petterson, Silas Vesbach, Grady Olsen, Remington Larson, and Max Powell
PUBLIC HEARING	NONE
REGULAR MINUTES APPROVED	The mayor asked Council if they had reviewed the minutes of the February 17 th , 2026, regular meeting, and if there were any additions, deletions, or corrections. Danen Johannes said that his name was misspelled in multiple spots. Tim Mayo made a motion to approve the minutes of the regular meeting as amended, seconded by Rick White; roll call for vote, Danen Johannes, Kelly Ault, Cole Waltner, Tim Mayo, Dennis Holten, and Rick White. All yea votes. Motion passed.
SHUT OFF LIST	NONE
APPROVAL OF CLAIMS	The claims list for the 2 nd half of February was presented to the Council. Rick White made a motion to approve the claims as presented, seconded by Dennis Holten. Danen Johannes encouraged the city to try to keep business local for items that are readily available in town. Roll call for vote, Rick White, Dennis Holten, Tim Mayo, Cole Waltner, Kelly Ault, Danen Johannes, all yea votes. Motion passed.
PRESENTATION OF PETITIONS AND COMMUNICATIONS	NONE
FIRE DEPT.	The Fire Chief was present and provided a report. Cole Waltner asked if Rich had sent anyone to the Bull Mountains by Roundup. Rich replied yes, they were sent there for three days and returned.
POLICE	The Police Chief was present and provided a report.
PUBLIC WORKS	The Public Works Director was present and provided a report.
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 not present but provided a report.
PUBLIC COMMENT ON CURRENT AGENDA ITEMS:	NONE
DISCLOSURE OF CONFLICTS OF INTEREST AND EX PARTE COMMUNICATION	NONE

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

COMMITTEE REPORTS-	Peyton Brookshire stated that the committee discussed rewording the ordinances for solid waste.
UNFINISHED BUSINESS	NONE
NEW BUSINESS	<p>Approval of the Concession Stand Use Agreement between the City and PAWS. Cole Waltner made a motion to approve, seconded by Kelly Ault. Cole Waltner asked if we got proof of liability insurance and Joe Morse said he believes we did. Roll call for vote, Danen Johannes, Kelly Ault, Cole Waltner, Tim Mayo, Dennis Holten, and Rick White. Motion passed.</p> <p>Approval of the Use Agreement between the City and Columbus School District #6. Dennis Holten made a motion to approve, seconded by Tim Mayo; 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 the Use Agreement between the City and Granite Peak Little League. Cole Waltner made a motion to approve, seconded by Danen Johannes; Roll call for vote, Danen Johannes, Kelly Ault, Cole Waltner, Tim Mayo, Dennis Holten, and Rick White. Motion passed.</p> <p>Approval of Resolution 893-2026 Adopting a Confined Space Entry Prohibition Policy. Dennis Holten made a motion to approve, seconded by Rick White; Roll call for vote, Rick White, Dennis Holten, Tim Mayo, Cole Waltner, Kelly Ault, Danen Johannes, all yea votes. Motion passed.</p> <p>Approval to match funds in the amount of \$4,000.00 for MT Historic Preservation Grant for the Museum of the Beartooths. Cole Waltner made a motion to approve, seconded by Danen Johannes; Roll call for vote, Danen Johannes, Kelly Ault, Cole Waltner, Tim Mayo, Dennis Holten, and Rick White. Motion passed.</p> <p>Approval of Notice of Intent to Award - Advanced Metering Infrastructure System. Dennis Holten made a motion to approve, seconded by Tim Mayo. Tim Mayo asked how many companies bid and how many came back. Peyton Brookshire said that there were three that bid last time but only one came back to bid on the project. Roll call for vote, Rick White, Dennis Holten, Tim Mayo, Cole Waltner, Kelly Ault, Danen Johannes, all yea votes. Motion passed.</p>
COMMENTS NOT ON THE AGENDA	NONE
ADJOURNMENT	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.

JOSEPH MORSE II, MAYOR

CHERRIE L MCALEXANDER, CLERK-TREASURER



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P.O. BOX 549
Columbus, MT 59019-0549

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

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

I will be awarding Sgt Grieshop the Columbus Police Department Medal of Valor for his actions/bravery during the agency assist call involving the Double Homicide south of Absarokee in December.

Sgt Grieshop also attended a training in Bozeman last week called, when asked Sgt Grieshop sent this in an email "On-Scene Tactical Leadership. The training focused on how officers are and are not trained and ready for the job today. How to use better tactics, information, resources and critical decision making. The Training showed many videos and real-life scenarios about how Time, Distance, Communication, cover and decision making are used and needed and used to have a more formative outcome. This gave me a better understanding of how I should act/talk and other officers should as well. It also showed me where we are lacking as a department. Firearms, we need to be shooting more and different, real-life situations and know when and when not to shoot."

Officer Jenkins is near the halfway point at the academy and continues to pass all weekly test/scenarios.

SRO Zachary had to go out on sick leave early; he had issues with his gall bladder and had to have emergency surgery to have it removed. About the time he would be good to come back to work from that he is scheduled to have surgery on his knee. His projected date back to full duty is sometime around the 1st of June. So as of now any days off or vacation granted will have to be covered by Overtime or Part Timers to accommodate since we are back to having the minimum staffing until Officer Jenkins graduates from the academy which will be 21 April.

Northwest design finally got the stickers in, and have made an appointment for the following Thursday to decal the F-150 up.

A handwritten signature in blue ink, appearing to be the initials "AU" or a stylized "A" followed by "U".

Aaron Uecker



PUBLIC WORKS DEPARTMENT

March 16th Report to Council

Water

- ❖ I am asking council to approve the notice of award of the **Advanced Metering Infrastructure Water Meter System RFP to Noddings Waterworks, Inc. dba Yellowstone Waterworks** in an amount not to exceed \$500,000 and authorization to execute the **Professional Services Agreement and associated contract documents**.
- ❖ The **Phase II engineering submittal for the new municipal well project** has been reviewed by the **Montana Department of Environmental Quality (DEQ)**. Following their review, **DEQ has requested additional supporting information prior to issuing formal approval**. I am currently working with the project engineer to compile and address the requested items for resubmittal. Concurrently, staff are reviewing contractor submittals and associated pricing for the **Phase II work to confirm compliance with project specifications and alignment with the project budget**. See Attached.
- ❖ **As part of ongoing maintenance activities, staff recently replaced a 10-inch water main valve within the distribution system. During the repair, additional deficiencies were identified within the surrounding valve network.**
While attempting to isolate the work area, several adjacent valves were found to be inoperable, unable to fully seat and hold pressure, or allowing water to leak past the gate. Due to these conditions, staff were required to expand the shutdown area beyond the intended limits in order to fully isolate the section of main being repaired.
This occurrence reflects a broader pattern staff encounter during routine repairs. In multiple locations throughout the system, valves are either no longer functional or spaced too far apart to allow for effective isolation of smaller sections of water main. As a result, otherwise routine maintenance activities can require shutdowns across a wider portion of the distribution system than originally intended.

Sewer

- ❖ **Nothing new to report.**

Streets/Drainage

- ❖ **I have received word that the hot plant will open next week. This should allow us to get our patches done on our street cuts as well as speed up the timeframe for our chip seal and Lagoon Road project.**

Parks

- ❖ **Nothing new to report.**

Other

- ❖ **Staff recently met with representatives from Nemont Telephone Cooperative regarding their proposed fiber optic network expansion within the City of Columbus. Following that meeting, Nemont's Engineering Supervisor contacted the Public Works Department to begin coordinating permitting and right-of-way requirements for the project. Staff has provided Nemont with the City's excavation permit requirements and Telecommunications Construction Standards for review.**



PUBLIC WORKS DEPARTMENT

At this time, Nemont is in the early planning stages of the project and no formal permit applications have been submitted. Depending on the final scope of the installation, the City may require a non-exclusive franchise agreement approved by the City Council prior to construction within the public right-of-way.

Staff will continue coordinating with Nemont as project details develop and will bring any required agreements or approvals to the Council for consideration at a later date. See attached emails.

- ❖ **The solid waste committee met on 03.02.26 and I would like to have any feedback the council has regarding the proposed changes.**
- ❖ **AEI applicators agreement for the following season for approval. I added a buffer of 5K for possible price changes.**
- ❖ **Grizzly Tree Service agreement for the following season for approval. Renewing at the same budgeted amount as last year.**
- ❖ **See attached Solid Waste 08.16 Ordinance revisions compiled from the recent committee meeting held on 03.02.26.. Please review and pass on any comments or suggestions.**

WORK CHANGE DIRECTIVE NO.: 5

Owner: City of Columbus

Owner's Project No:

Engineer: Travis West, PE, RS

Engineer's Project No:

Contractor: Aaqua Drilling, Inc.

Contractor's Project No:

Project: Heritage Park South Well

contract Name: City of Columbus Heritage Park-South Well Project-2025

Date Issued: 2/18/26

Effective Date of Work Change Directive: 2/18/26

Contractor is directed to proceed promptly with the following change(s):

Description: Contractor to provide costs for additional upgrades to water treatment building not included in original contract price.

Attachments:

Schedule II-Water Treatment Building Upgrades Unit Price Work Schedule

Purpose for the Work Change Directive:

Provide costs for upgrades to water treatment building.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User-Check one or both of the following

Non-agreement on pricing of proposed change. Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ _____ [increase] decrease] [not yet estimated].

Contract Time: _____ days increase] [not yet estimated].

Basis of estimated change in Contract Price:

Lump Sum Unit Price Cost of the Work Other

Recommended by Engineer

Authorized by Owner

By:

Title:

Date:

EJCDC® C-940, Work Change Directive.

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City of Columbus Schedule II Water Treatment Upgrades

UNIT PRICE SCHEDULE

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
S2-12	6" Dia. Butterfly Valve (Flomatic Model 888VFD)	2	LS		
S2-13	Labor for Installation of 6" dia. Butterfly Valve (Flomatic Model 888VFD)	2	LS		
S2-14	6" Dia. 90° Ductile Iron Elbow Fitting (AWWA/NSF Approved)	6	LS		
S2-15	Labor for Installation of 6" dia. 90° Ductile Iron Elbow Fitting	4	LS		
S2-16	6" Dia. 90° Ductile Iron Pipe (AWWA/NSF Approved)	12	LF		
S2-17	Labor for Installation of 6" dia. 90° Ductile Iron Pipe	12	LF		
S2-18	Variable Speed Drive (Existing Submersible Pump) Yaskawa Model IQ Pump 605	1	LS		
S2-19	Labor for Installation of Variable Speed Drive (Existing Submersible Pump)		LS		
S2-20	6" Dia. Static Mixer (Kollo)	1	LS		
S2-21	Labor for Installation of Static Mixer	1	LS		
S2-22	Sand Separator (Lakos Model PWC-1050-L or Everfilt Sand Separator S1-25/-AGR)	1	LS		
S2-23	Labor for Installation of Sand Separator	1	LS		
S2-24	16" Dia. Baker Monitor Protective Well Cover	1	LS		
S2-25	Labor for Installation of Baker Monitor Protective Well Cover	1	LS		
S2-26	6" Dia. Badger Mag Meter (M2000)	1	LS		
S2-27	Labor for Installation of Badger Mag Meter (M2000)	1	LS		
				TOTAL=	

Hi Arna,

It was good meeting you as well, and I appreciate you reaching out.

Currently, the city does not utilize an online permitting portal yet. Submittals are typically handled by email and are required to be reviewed by the Public Works Department. Once reviewed, we coordinate any necessary revisions prior to permit issuance. I have included a link to our GIS viewing application on our website. Bear in mind that this is a work in progress that I started a year ago so there are some revisions not completed but it is definitely a good reference for our infrastructure throughout the city.

I have attached the following documents for your review:

- City of Columbus Telecommunications Construction Standards
- City of Columbus Excavation / Construction Permit

These standards outline the City's requirements for installation within the public right-of-way, including burial depth, separation from existing utilities, restoration requirements, and placement of above-ground equipment. All work within the public right-of-way will require an excavation permit prior to construction.

Because this project involves the installation of telecommunications infrastructure within the public right-of-way, the city will most likely require a non-exclusive franchise agreement approved by the City Council prior to construction. Depending on the final scope and structure of the project, the City may elect to treat the installation as a single coordinated construction permit rather than issuing individual permits for each bore or crossing. This would likely be addressed as part of any franchise agreement or project-level approval by the City Council. At this time that determination has not been made, but it is something we can evaluate once the project scope and routing are better defined.

Regarding the airport, there are no unique municipal right-of-way restrictions beyond the City's standard requirements, but if any work is proposed near airport property or within protected airspace areas we would coordinate with the airport authority as needed.

Once you have had a chance to review the standards and begin developing preliminary routing, I would be happy to meet and go through the requirements together to make sure everything is clear before formal submittals are made.

Please feel free to reach out if you have any questions in the meantime.

Best regards,

<https://colpwd.maps.arcgis.com/apps/instant/basic/index.html?appid=a9b58b8febac4728979c3de2350c617c>

Peyton Brookshire
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Hi Peyton,

It was very nice to meet you earlier. As mentioned before, I am the Engineering Supervisor over Permitting and QC. I had your contact information and was planning on reaching out to you when the meeting was arranged. I like to introduce myself to the municipalities and get a clear understanding of their requirements and processes so I can assure that I am submitting the proper documentation to you as accurately as possible.

If you already have a list of city permit requirements/standards that you can send me that would be great. That way I can review them and go over any and all info, then if there is additional information, we can get together to discuss it.

I looked online and was not able to find a permit portal or anything so I assume just emailing the documentation is standard?

I did find the County GIS map that contains road, parcel and boundary information that will help me in preparing our documentation for this project.

I was curious about the airport, if there are any special ROW restrictions or requirements that we may need to be aware of, if you know.

I look forward to working with you. Please feel free to reach out to me if you have any questions or concerns. I am available anytime by cell or email and will be happy to talk with you.

Thanks so much!

Arna Wade
Engineering Supervisor



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Chapter 8.16 - SOLID WASTE

- **8.16.010 - Purpose.**

The purpose of this chapter is to regulate the disposal of solid waste in order to protect the public health, public safety, and the environment and to promote a clean and healthy community.

(Ord. No. 332, § 1, 5-18-2009)

- **8.16.020 - Definitions for the purpose of this chapter.**

The following words and phrases shall have the meanings ascribed to them in this section:

"Approved container" means a container provided by the city of Columbus or Collection Contractor for collection services. Containers available are as follows: Ninety-five six (96) gallon carts, two-yard dumpsters, three-yard dumpsters, four-yard dumpsters, six-yard dumpsters and eight-yard dumpsters.

"Collection service" means the frequency of collection of solid waste each week and the size of containers used based on the volume of solid waste generated by the customer. Residential single-family collection service is specifically defined as once-a-week collection of one ninety-five six (96) gallon cart. Additional containers may be requested if one cart is not sufficient to contain the amount of solid waste the customer generates. An additional charge at the monthly residential rate shall be added to the customer's monthly solid waste collection fee for each additional cart and service. Commercial collection service shall be a minimum of once-a-week or a maximum of three times per week.

"Developed property" means any parcel within the city limits containing a structure or improvement capable of generating solid waste, whether occupied or unoccupied, including but not limited to residential, commercial, institutional, and mixed-use structures.

"Garbage" means all solid and semi-solid waste resulting from the handling, preparation, cooking and consumption of foods, including the cans, containers or wrappers wasted along with such materials. Garbage originates in kitchens, wholesale and retail stores and markets, restaurants, hotels, motels and other places where food is stored, prepared, cooked or consumed.

"Solid waste" means wastes grouped according to their physical and chemical characteristics which determine the degree of care required in handling and disposal and the potential of the wastes for causing environmental degradation or public health hazards. Solid wastes are categorized into three groups:

1. "Group II wastes" include decomposable wastes and mixed solid wastes containing decomposable material but exclude regulated hazardous wastes. Examples include, but are not limited to, the following: municipal and household solid waste such as garbage and putrescible organic materials, paper, cardboard, cloth, glass, metal, plastics, yard and garden waste, ~~offal~~, animal entrails, hides and bones and commercial and industrial wastes such as packaging materials.

2. "Group III wastes" include wood waste and non-water-soluble solids. These wastes are characterized by their general inert nature and low potential for adverse environmental impacts. Examples include, but are not limited to, the following: inert solid waste such as clean brick, dirt, rock and concrete; clean wood materials, brush, branches, stumps and unpainted or untreated lumber and vehicle tires.

3. "Group IV wastes" include construction and demolition waste. Examples include, but are not limited to, the following: asphalt and debris from construction, repair or remodeling of houses, commercial buildings and other structures, such as dirt, stones, bricks, plaster wallpaper, lumber, shingles, concrete and waste parts.

(Ord. No. 332, § 1, 5-18-2009)

- **8.16.030. - Mandatory use of containers.**

Each customer shall be required to utilize an approved container that has been delivered to the property by the city or collection contractor. Solid waste will not be collected loose or in any other unapproved container.

(Ord. No. 332, § 1, 5-18-2009)

- **8.16.040 - Container placement for collection.**

Placement of ninety-five six (96) gallon roll out carts must be within two feet of the alley way for alley collection. Where no alley exists the ninety-five six (96) gallon roll out cart must be placed at the curb line or street line for curb side service. The ninety-five six (96) gallon roll-out cart may be set out for collection the evening before the collection day but must be set out before seven a.m. on the day of collection and shall be removed from the city right-of-way the day of collection. Larger dumpsters for commercial customers will be placed at the most convenient point for collection by solid waste equipment. Containers shall be placed in an easily accessible area free of obstructions such as vehicles.

(Ord. No. 332, § 1, 5-18-2009)

- **8.16.050 - Container maintenance/repair/replacement/Storage.**

~~It shall be the duty of the customer to take proper care of approved containers and keep them clean and free of offensive odors. If the container is damaged from improper use by the customer it shall be the responsibility of the customer to pay for the replacement of the container. The approved container shall be assigned to the customer and shall not be removed from the premises to which it is assigned.~~

A.

It shall be the duty of the customer to take proper care of approved containers and keep them clean and free of offensive odors.

B.

If the container is damaged from improper use by the customer it shall be the responsibility of the customer to pay for the replacement of the container.

C.

The approved container shall be assigned to the customer and shall not be removed from the premises to which it is assigned.

D.

Property owners or occupants shall be responsible for the storage and care of approved containers during periods when the premises are temporarily unoccupied, including seasonal or extended absences. The City or its collection contractor shall not be required to remove, store, or redeploy containers at the request of the customer due to temporary vacancy, travel, or seasonal occupancy. Solid waste collection service charges shall continue to apply as provided in Section 8.16.100 regardless of temporary absence or non-use of the container.

(Ord. No. 332, § 1, 5-18-2009)

- **8.16.060 - Preparation of solid waste for collection.**

Garbage placed in the containers shall be disposed of in a clean and sanitary manner by placing it in bags prior to placement in the container. No liquids shall be placed in the container. Solid waste and garbage to be collected shall not exceed an amount that can be contained within the container. Solid waste and garbage placed within the container shall not rise above the rim of the container and shall not be compressed so tightly as to prevent the material from being dumped. Containers shall not be loaded as to exceed the manufacturer's weight limit for the container.

(Ord. No. 332, § 1, 5-18-2009)

- **8.16.070 - Solid waste acceptable for collection.**

Group II waste as defined herein will be acceptable for collection provided that the solid waste is prepared as required for collection and the containers placed as described herein.

(Ord. No. 332, § 1, 5-18-2009)

- **8.16.080 - Solid waste not acceptable for collection.**

Any Group III and IV waste and any Group II wastes not prepared and placed as required and not placed in approved containers shall not be acceptable for collection. Regulated hazardous materials, substances and liquids shall not be acceptable for collection. Hazardous wastes include, but are not limited to: wet paints, poisons, acids, caustics, pesticides, cleaning chemicals, ammunition, explosives, oil, antifreeze and yard care products.

(Ord. No. 332, § 1, 5-18-2009)

- **8.16.090 - Depositing solid waste on public or private property.**

No solid waste shall be cast, thrown, or deposited by any person upon any street, alley or public place, or without the consent of the owner, upon the premises of any other person, within the city.

(Ord. No. 332, § 1, 5-18-2009)

- **8.16.100 - Funds, appropriation, borrowing, other means.**

A. The city council is authorized to make funds available by appropriation, by borrowing or by other means, in accordance with the laws and procedures of this city, for equipment for the collection or disposal of solid waste and for the establishment, maintenance and operation of solid waste collection systems and solid waste disposal methods and sites.

B. Solid waste collection service charges within the jurisdictional limits of the city, or upon the real property within the city, for the purpose of financing the establishment, maintenance and operation of solid waste collection systems or solid waste disposal methods and sites, are to be established and administered as follows: It shall be the duty of the city council to estimate, as near as practicable, the cost of collecting and disposing of solid waste in the city and within its jurisdictional limits, from time to time as may be necessary. The city council will then pass a resolution establishing a rate schedule of solid waste collection charges. A notice to all lot owners of the passage of the resolution, and the time and place for hearing objections to its final passage shall be published in the local newspaper in accordance with the provisions of Section 7-1-4127, MCA.

C. At the time set for hearing objections to the final passage of the resolution, or at the time to which such meeting may be adjourned, the city council shall pass upon all objections and make such changes in the rate schedule as it shall deem necessary and proper after hearing such objections and shall finally adopt the resolution.

D. A resolution establishing a solid waste collection rate schedule in accordance with this chapter may specify an effective date. In the event the resolution does not specify an effective date, the resolution shall become effective the first day of the month next following the time set for hearing of objections as above provided.

E. The owner of each ~~property to which the city makes solid waste collection service available-~~ developed property within the city limits, for which solid waste collection service is available shall be billed for said service monthly. Solid waste collection service charges, as provided by this section, may be payable monthly, by separate billing in conjunction with the water bill, if any; if no water bill is sent, by billing during the same period. Such fees shall be paid by the current property owner within fifteen (15) days after receipt of statement. If any solid waste collection service charges are delinquent, a ~~carrying~~ late fee may be added in the sum of ~~one percent~~ \$2.50 per month. If any solid waste collection service charges, together with ~~carrying~~ late fees added, are ninety (90) or more days delinquent on the first day of ~~September~~ June of each year, they will be certified to the county treasurer and be added to the real property tax statement and will be due on or before the thirtieth day of November. ~~next following~~. These services and billing shall be handled by the city clerk.

F. . Mandatory Participation.

All developed properties within the city limits shall participate in the municipal solid waste system. No developed property may be exempted from solid waste service charges based solely on vacancy, seasonal occupancy, lack of use, or absence of a container.

Solid waste collection service shall be deemed "available" to any developed property located within the city limits and accessible by the City's contracted collection provider, regardless of whether a container has been placed or requested.

(Ord. No. 332, § 1, 5-18-2009)

- **8.16.110 - Contract services.**

Nothing in this chapter shall prohibit the city from entering a contract with any person, firm, or corporation to provide solid waste collection services within the city of Columbus. Any contract for solid waste collection services shall be done under the provisions of Montana law.

(Ord. No. 332, § 1, 5-18-2009)

- **8.16.120 - Prohibitions—Private responsibility.**

A. The owner or his agent, or the occupant of any premises within the city shall be responsible for the sanitary condition of the premises occupied or owned by him and must conform to the reasonable regulations affecting the storage of solid waste as may from time to time be passed by the city council.

B. It is the duty of every owner or his or her agent or the occupant of any premises wherein or whereon any solid waste is created in the city to provide or cause to be provided, and at all times to keep or cause to be kept in such places as the city may from time to time direct, approved containers that conform to the provisions of this chapter. It is always the responsibility of the property owner or occupant to maintain approved containers in a good, clean and usable condition and keep the area surrounding the approved containers free of litter, debris and obstructions.

(Ord. No. 332, § 1, 5-18-2009)

- **8.16.130 - Violations and enforcement.**

A violation of this chapter shall constitute a municipal infraction punishable as provided under Sections 7-1-4150, through 7-1-4152, MCA. The director of public works or his designee, or the chief of police shall be authorized to enforce this chapter. An action brought pursuant to this section for a municipal infraction proceeding does not preclude and is in addition to any other enforcement action that may be brought under this chapter or state law.

Whenever the city council finds that an emergency exists involving a serious health hazard which requires immediate action to protect the public health, they may without notice or hearing, issue a written order reciting the existence of such emergency and the conditions violating this chapter, which require corrective action to remove such health hazard. If such corrective action is not taken, the city council may take or direct such action as may be necessary to protect the public health. Notwithstanding other provisions of this chapter, such order shall be effective immediately. Any person to whom such order is directed shall comply therewith immediately, but upon petition to the city council as here and above set forth shall be afforded a hearing as soon as possible, but in any case not later than three days after the petition was filed.

The city council may from time to time delegate their functions set forth in this section to the solid waste and sanitation committee appointed by the mayor and approved by a majority of the city council.

(Ord. No. 332, § 1, 5-18-2009)

- **8.16.140 - Inspection.**

The city council, or its designated authority, after identifying themselves, shall have the power to enter at a reasonable time upon private or public property for the purpose of inspecting and investigating conditions relating to the enforcement of the provisions of this chapter.

(Ord. No. 332, § 1, 5-18-2009)

- **8.16.150 - Regulations.**

The city council may adopt such other written regulations as may be necessary for the implementation and enforcement of the provisions of this chapter. There must be an up-to-date copy of all regulations that are adopted on file with the city clerk, and such regulations shall have the same force and effect as the provisions of this chapter, and the penalty for violation thereof shall be the same as the penalty for violation of the provisions of this chapter. Such regulations shall be made available for the inspection of the public upon request.



City of Columbus

Attorney for the City of Columbus

Ryan C. Addis, Esq.
408 E. 1st Ave. N.
P.O. Box 549
Columbus, MT 59019
Phone: 406-322-5313 Ext. 210
attorney@townofcolumbus.com

March 16, 2026

City Council
City of Columbus
Columbus, MT 59019

CITY ATTORNEY REPORT

Dear City Council:

Since the last meeting, I have worked on nine criminal matters.

For non-criminal matters, the Public Works Director and I met with the Stillwater Mine to discuss other potential uses for the two (2) wells that have already been drilled for which the permit was denied by the City. Continuing, I reviewed proposed changes to the Joint City-County Airport Board's bylaws. I also reviewed the professional service agreements with AEI Applicators, Grizzly Tree Service, and Noddings Waterworks. Finally, I reviewed the Notice of Award to Noddings Waterworks.

Should you have any additional questions, please feel free to inquire.

Sincerely,

Ryan C. Addis
Columbus City Attorney

March 2, 2026

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

1. At the last meeting I presented a platform that the city could use to reach out to their residents to inform them about water shut-offs, repairs or maintenance, road closures, safety concerns, council meetings or other important information. I was looking for some feedback from the council to determine if this platform or something similar was worth pursuing. I did not receive any feedback so I will not be putting anymore time into this.
2. Please see attached pool calendar from 2025. I would like some feedback on having the pool open for more hours during the weekends and adding another session of swimming lessons. Both items will have a financial impact on the budget, this is why I am requesting feedback. Financial impact will be around \$6, 0000 to \$8,000.
3. We had 5 applications for the Pool Manager position this year. All interviews have been completed, and the Pool Manager positions have been filled. We will start the lifeguard hiring next month.
4. Please see attached flyer from Nemont. Peyton is working with Nemont on this project to make sure all compliances are being met. If you have any questions, please reach out to Peyton.

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

2025 Pool Calendar -City of Columbus

JUNE						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3	4	5	6	7
	POOL OPENS					
8	9	10	11	12	13	14
15	16	17	18	19	20	21
cleaning	1st Session Lessons - Monday - Friday					
22	23	24	25	26	27	28
	1st Session Lessons - Monday - Friday					
29	30	1-Jul	2-Jul	3-Jul	4-Jul	5-Jul
					CLOSED	

JULY						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
6	7	8	9	10	11	12
cleaning	2nd Session Lessons - Monday - Friday					
13	14	15	16	17	18	19
	2nd Session Lessons - Monday - Friday					
20	21	22	23	24	25	26
27	28	29	30	31	1-Aug	2-Aug
cleaning						

AUGUST						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
3	4	5	6	7	8	9
10	11	12	13	14	15	16
					LAST DAY	Final Clean
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

call: (406) 322-5313 ext 102 with questions

Lesson Hours:

Level	Time
Level 6	9:00 a.m. - 9:30 a.m.
Level 4 & 5	9:30 a.m. - 10:00 a.m.
Level 3	10:00 a.m. - 10:30 a.m.
Level 2	10:30 a.m. - 11:00 a.m.
Level 1	11:00 a.m. - 11:30 a.m.
Parent/Child 0-3 yo	
Preschool 3-4 yo	11:30 a.m. - 12:00 p.m.

Open Swim Hours:

Monday - Friday:	Saturdays & Sundays
1:00 p.m. - 8:00 p.m.	1:00 p.m. - 5:00 p.m.

Adult Swim: 12:00p.m. - 1:00 p.m.

Water Aerobic: Tuesdays & Thursdays 5:30 p.m. to 6:30 p.m.

Fees:

Town Resident - Family Pass	\$80.00 (2 Adults + up to 4 Children)
Town Resident - Individual Pass	\$50.00
Out of Town - Family Pass	\$100.00
Out of Town - Individual Pass	\$60.00

Passes include ONE session of lessons for ONE member
*ALL ADDITIONAL LESSONS ARE \$35.00

Lessons ONLY \$35.00

Daily Swim Pass \$3.00



**SALES FOR POOL PASSES AND LESSONS AT CITY HALL WILL BEGIN ON MAY 12, 2025
STARTING JUNE 2ND & THROUGHOUT THE SUMMER PURCHASE PASSES AT THE POOL**

NEMONT FIBER IS COMING TO COLUMBUS: Strengthening Our Communities and Local Businesses



Connecting Homes and Businesses Across Our Region

Nemont Telephone Cooperative has been part of Montana and Northern Wyoming for more than 70 years. Serving over **13,000 square miles**, Nemont delivers reliable broadband, mobile, and landline services that help families stay connected and local businesses thrive.

With support from our subsidiaries—**Sagebrush Cellular, Project Telephone, and Nemont Communications Incorporated**—Nemont continues to expand high-quality, community-focused communication services.

Why Fiber Matters for Both Residents and Businesses in Columbus

Fiber internet brings long term benefits to homes and local enterprises alike. It creates stronger digital access for families while providing the reliability and performance businesses depend on.

BENEFITS FOR RESIDENTS

- Fast, dependable internet for streaming, learning, and staying connected
- Better support for remote work and telehealth
- Increased home value and improved reliability compared to older technologies

BENEFITS FOR BUSINESS OWNERS

- Stable connectivity for POS systems, cloud apps, and security systems
- Symmetrical upload/download speeds for video calls, file sharing, and online tools
- Enhanced customer experience through reliable Wi-Fi
- Scalable service that grows with your business needs, supported by seamless access to Parsec Data Services—delivering real time, enterprise class data center capabilities to help your organization stay secure, efficient, and future-ready.

Serving the Heart of Rural South Central Montana

**NEMONT PROUDLY
SERVES BOTH
RESIDENTS AND
BUSINESSES IN:**

- Absarokee
- Pompey's Pillar
- Pryor
- Nye
- Crow Agency
- Belfry
- Fishtail
- Lodge Grass
- Roscoe
- Worden
- Wyola
- Clark, WY
- Huntley
- Fort Smith
- Ballantine
- Saint X

About Our Fiber Expansion in Columbus

Nemont is planning a high speed fiber build out to improve connectivity for the entire community—including households, storefronts, home based businesses, ranch operations, and local organizations.

This project aims to:

- Improve internet reliability and speed across the region
- Support business growth, remote work, education, and digital access
- Strengthen the local economy with modern, future proof infrastructure
- Prioritize areas with strong community and business interest



**NEMONT AND UTILISOURCE LOOK FORWARD TO PROVIDING A
MORE IN-DEPTH UPDATE AT THE APRIL 6TH COUNCIL MEETING.**



Columbus City Court

User: CUB508

Statement Of Receipts And Disbursements
From 02/25/2026 to 02/25/2026

Account		Assets			
		Beginning Balance	Debits	Credits	Ending Balance
100-01	Cash	\$2,987.00	\$0.00	\$0.00	\$2,987.00
Assets Totals:		\$2,987.00	\$0.00	\$0.00	\$2,987.00

Account		Over/Short			
		Beginning Balance	Debits	Credits	Ending Balance
300-01	Cash Over / Short	\$0.00	\$0.00	\$0.00	\$0.00
400-01	Suspense	\$0.00	\$0.00	\$0.00	\$0.00
Over/Short Totals:		\$0.00	\$0.00	\$0.00	\$0.00

Account		Liabilities			
		Beginning Balance	Debits	Credits	Ending Balance
200-09	DL Reinstatement Fee 7452-212200	\$0.00	\$0.00	\$0.00	\$0.00
200-100	Animal Control	\$0.00	\$0.00	\$0.00	\$0.00
200-105	Attorney Fees	\$0.00	\$0.00	\$0.00	\$0.00
200-110	Board of Outfitters - 1000 & 7449 (50/50 Split)	\$0.00	\$0.00	\$0.00	\$0.00
200-120	Bond Trust	\$1,000.00	\$0.00	\$0.00	\$1,000.00
200-13	Parking 351000	\$0.00	\$0.00	\$0.00	\$0.00
200-130	Bonds Forfeited	\$0.00	\$0.00	\$0.00	\$0.00
200-140	Civil Fees	\$0.00	\$0.00	\$0.00	\$0.00
200-150	Contempt	\$0.00	\$0.00	\$0.00	\$0.00
200-16	Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00
200-160	Copies	\$0.00	\$0.00	\$0.00	\$0.00
200-165	Cost of Prosecution	\$0.00	\$0.00	\$0.00	\$0.00
200-170	Court Costs	\$0.00	\$0.00	\$0.00	\$0.00
200-177	Criminal Conviction Surcharge 7467 MCA 3-1-318	\$80.00	\$0.00	\$0.00	\$80.00
200-200	Drug Fund - City	\$0.00	\$0.00	\$0.00	\$0.00
200-205	Drug Fund - County	\$0.00	\$0.00	\$0.00	\$0.00
200-210	Fines / Forfeitures - 1000 & 7451 (50/50 Split)	\$1,717.00	\$0.00	\$0.00	\$1,717.00
200-215	Fines / Forfeitures - F&G 1000 & 7451 (50/50 Split)	\$0.00	\$0.00	\$0.00	\$0.00
200-216	FWP Decoy Restitution 7453	\$0.00	\$0.00	\$0.00	\$0.00
200-22	Time Pay Trust	\$0.00	\$0.00	\$0.00	\$0.00
200-221	Jury Fee	\$0.00	\$0.00	\$0.00	\$0.00
200-230	Law Enforcement Academy 7467	\$0.00	\$0.00	\$0.00	\$0.00
200-240	MHP Drug Fund	\$0.00	\$0.00	\$0.00	\$0.00

Columbus City Court

User: CUB508

Statement Of Receipts And Disbursements
From 02/25/2026 to 02/25/2026

Account	Liabilities				Ending Balance
	Beginning Balance	Debits	Credits		
200-250	Misdemeanor Surcharge	\$120.00	\$0.00	\$0.00	\$120.00
200-260	Misdemeanor Surcharge - County	\$0.00	\$0.00	\$0.00	\$0.00
200-27	Court Appt Atty Reimb 410360350	\$0.00	\$0.00	\$0.00	\$0.00
200-270	Misdemeanor Surcharge - State	\$0.00	\$0.00	\$0.00	\$0.00
200-275	NSF Fees	\$0.00	\$0.00	\$0.00	\$0.00
200-28	Seatbelt 351000	\$0.00	\$0.00	\$0.00	\$0.00
200-280	Other Charges	\$0.00	\$0.00	\$0.00	\$0.00
200-29	Criminal Fine Interest	\$0.00	\$0.00	\$0.00	\$0.00
200-290	Overages Payable	\$0.00	\$0.00	\$0.00	\$0.00
200-301	Public Defender Fee 7471	\$0.00	\$0.00	\$0.00	\$0.00
200-310	Restitution Trust	\$0.00	\$0.00	\$0.00	\$0.00
200-315	Restitution - F & G, Wildlife - 7453	\$0.00	\$0.00	\$0.00	\$0.00
200-320	Search Fee	\$0.00	\$0.00	\$0.00	\$0.00
200-330	State General 7461-000-00000	\$0.00	\$0.00	\$0.00	\$0.00
200-340	Technology Surcharge - 7458	\$70.00	\$0.00	\$0.00	\$70.00
200-360	Unapplied Receipts	\$0.00	\$0.00	\$0.00	\$0.00
200-365	Unclaimed Property	\$0.00	\$0.00	\$0.00	\$0.00
200-370	Unused Liability Account	\$0.00	\$0.00	\$0.00	\$0.00
200-380	Victim Witness Admin Fee	\$0.00	\$0.00	\$0.00	\$0.00
200-390	Victim Witness Surcharge - 7699	\$0.00	\$0.00	\$0.00	\$0.00
200-395	Witness Fee	\$0.00	\$0.00	\$0.00	\$0.00
200-49	Public Defender Fees (Eff 7.1.2011) 7471	\$0.00	\$0.00	\$0.00	\$0.00
999990	Distribution Payable	\$0.00	\$0.00	\$0.00	\$0.00
999999	Conversion	\$0.00	\$0.00	\$0.00	\$0.00
Liabilities Totals:		\$2,987.00	\$0.00	\$0.00	\$2,987.00

Columbus City Court

User: CUB508

End of Period Disbursement Detail
Bank Account: Yellowstone Bank - 10162135
From 02/25/2026 to 02/25/2026
Total Only

Check Number: None

Date	Description	Case Number	Payer	Citation No.	Amount
<u>Account 200-177 - Criminal Conviction Surcharge 7467 MCA 3-1-318</u>					
					Account 200-177 Total: \$80.00
<u>Account 200-210 - Fines / Forfeitures - 1000 & 7451 (50/50 Split)</u>					
					Account 200-210 Total: \$1,717.00
<u>Account 200-250 - Misdemeanor Surcharge</u>					
					Account 200-250 Total: \$120.00
<u>Account 200-340 - Technology Surcharge - 7458</u>					
					Account 200-340 Total: \$70.00
					Check Total: \$ 1,987.00
					Report Total: \$1,987.00

Columbus City Court

User: CUB50

End of Period Disbursement Detail
Bank Account: Yellowstone Bank - 10162135
From 02/25/2026 to 02/25/2026
Total Only

Check Number: 3598

Date	Description	Case Number	Payer	Citation No.	Amount
	Account 200-177 - Criminal Conviction Surcharge 7467 MCA 3-1-318				
				Account 200-177 Total:	\$80.00
	Account 200-210 - Fines / Forfeitures - 1000 & 7451 (50/50 Split)				
				Account 200-210 Total:	\$1,717.00
	Account 200-250 - Misdemeanor Surcharge				
				Account 200-250 Total:	\$120.00
				Check Total:	\$ 1,917.00

SOLID WASTE COMMITTEE MEETING

March 2, 2026, 10:00 AM @ City Hall

MEMBERS OF THE COMMITTEE	Peyton Brookshire, Cassidy Thompson, Tim Mayo and Rick White.
SIDELINE IN PERSON	NONE
MINUTES	NONE
PUBLIC COMMENT ON CURRENT AGENDA ITEMS:	NONE
	<p>Peyton stated that Cassidy did an audit of the solid waste billing and the audit came up with lots of billing issues. There was a discussion about all the calls city hall gets for people wanting their trash cans picked up and then returned at a later date. Rick asked if there could be a charge for this. Peyton stated that there were 20 addresses that were missing trash service that were not vacant and not being charged correctly. There were other accounts missing trash service, a total of 52 accounts. Peyton discussed the trash situation at the airport and how they had a dumpster down there that no one was paying for. He stated that there was a note from the previous PWD that said to remove all individual trash cans and place a 3-year dumpster. The airport hangar owners were paying for their own trash service but once that 3-year dumpster got placed at the airport the cost never got passed onto the hangar owners. Peyton discussed how he removed the 3-yard dumpster to get the airport back in compliance with the city ordinance. He stated that he sent them letters. Peyton further explains that removing the 3-yard container was not the correct thing to do because it was brought to his attention that the original lease agreements with the owners and the airport stated they should have a large container and they should all be contributing. Peyton stated that this will all be getting corrected with an amendment to the airport leases. Tim asked if the airport would be collecting the trash can fees. Peyton said yes. Peyton stated that the city ordinance is a bit vague and the definition of who needs to have trash service needs to be updated. Peyton read the current ordinance definition. Peyton stated that the wording needs to be read that all developed properties shall have trash service. Peyton stated that he does not think that a person should have a choice to have trash or not. There was discussion on how the current ordinance reads, how trash services are provided, the picking up and delivering of trash cans. Cassidy stated that the city does not charge the residents to pick up or deliver a trash can and if there is no trash can the city does not charge the residents. Cassidy also stated that the city does not prorate for trash. Rick asked if the airport needs a 3-yard dumpster if it is dumped every week. Peyton explained that the FFA requires a 3-yard container. The cost of the airport container was discussed and location of container. Rick stated to clarify things at the airport that the 96-gallon containers will be removed, and a 3-yard will be placed back at the airport and the fee for that container will be passed onto all leases at the airport. Peyton confirmed that is the plan for the airport. Cassidy asked if she would need to create a new rate code in utility billing. Peyton stated no that everything will stay the same until the amendment is finalized with the airport. Tim asked if the new T-hangars have water. Peyton stated yes, the older ones and he placed trash containers at each hangar that has water services. Rick asked how many</p>

SOLID WASTE COMMITTEE MEETING

March 2, 2026, 10:00 AM @ City Hall

	<p>terminals (hangars) are in use down there. Peyton responded 7 or 8. Rick and Tim agree that the 3-yard trash container at the airport is ok. Peyton stated that he had no problem with the 3-yard container he just didn't understand why the city was paying for it and not the people with the leases at the airport. Rick asked if there needed to be a motion for the airport trash container. Peyton said no, this entire issue will be handled with the county, airport board and city council. The ordinance was reviewed and discussion was had about the definition of developed property and other changes that need to be made to the ordinance. Peyton stated that 90% of the city work orders are trash related. Cassidy stated that a vast majority of the work orders are for broken lids because of Mackenzie Disposal. There was discussion about the treatment of trashcans. Cassidy pointed out a few minor things that need to be updated in the ordinance. The size of trash containers, late fees and tax liens. Tim asked about the tax liens and why July. Cassidy explained. Tim asked if someone owns property in the city and the county and wants to take their trash to the county instead of using city trash will that cause a problem. Peyton responded no because the city ordinance states that they must have trash service. Tim stated that we need to make the ordinance cut and dry. Tim asked how we police the city dump and who is using it. Peyton stated that their addresses are supposed to be verified. There was discussion on the dumping problems at Itch-Kep-Pe. Rick asked if there were receipts given out at the dump. Peyton said yes. Rick stated that Leo didn't give him a receipt one time. Cassidy said that you may not always get a receipt, but you are written down on the payment tracker. Rick asked how Mackenzie bills the city. Cassidy stated that she was not sure because she does not pay the bills. Peyton discussed the trash container situation at the mine. The mine has Republic with is illegal per the city ordinance because the contract for the city is with Mackenzie. Tim Mayo said that the mine puts their trash service out for bid. Peyton said he let Mackenzie know the situation at the mine and will let them handle it. Peyton stated that he will make all the corrections to the ordinance and send it out to the committee members for review and feedback. Once everyone has reviewed, we will put the new ordinance in front of the council to review before requesting a vote. Peyton discussed some issues with the water and sewer ordinances due to how old they are and is going to have a water and sewer committee meeting on that soon. There was discussion on container numbers and container lid repairs. Rick asked what the cost of a 96-gal trash container was. Cassidy stated she was not sure. Cassidy stated that there are a lot of rate codes that are active that are not on the resolution. Tim asked when that resolution was made. Peyton responded 2024 and he could make copies for everyone. Cassidy explained why the resolution may not have all the rate codes listed. There was discussion on the rates. Peyton stated that for the illegal dumping he is doing all he can do. Tim asked what the camera cost at the park. Peyton told him the is \$50.00 for the Wi-Fi which covers the bathroom and dumpster. There was discussion on the cost and time to remove the illegal dumping and some discussion about gates at Itch-Kep-Pe.</p>
COMMENTS NOT ON THE AGENDA	None
ADJOURNMENT	Cassidy made a motion adjourn the meeting, seconded by rick. Meeting was over at 10:45 am

**CITY OF COLUMBUS
SPECIAL USE PERMIT QUESTIONNAIRE**

Name of Event: Columbus MT Community Easter Egg Hunt

Name of City Park or ROW Requested: Heritage Park

Event Date(s): April 4th 2026 at 10:00 am

Set-Up Time: 6am Clean-Up Time: 2pm-5pm Total Hours: 11hrs

Estimated Number of People Expected: 150-200

Alcohol: Yes No

Amplified Noise: Yes No

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: Purpose Church

Contact Name: Sedhan Olson

Address: 132 Pratten St

City: Columbus State: MT Zip Code: 59019

Preferred Phone Number: (406)-850-4981

Email Address: Pastorsedhan@gmail.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.

We are planning to occupy the main field area of Heritage Park. We will not be using any of the courts or pool area. The type of events include, easter egg hunt (4 sections), give aways (free), field games, inflatables, food trucks, and music.

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

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

We will have a basic PA system to play background music and announce prize winners/start times for activities.

Street closures/parking restrictions requested, if any:

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

The only requests would be a few trash containers if available, and access to the public bathrooms at the park.

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).

map attached

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

We will have a volunteer team of people handling clean up after the event.



Applicant's Signature

02/03/26

Date

Sethan Olson

Applicant's Printed Name

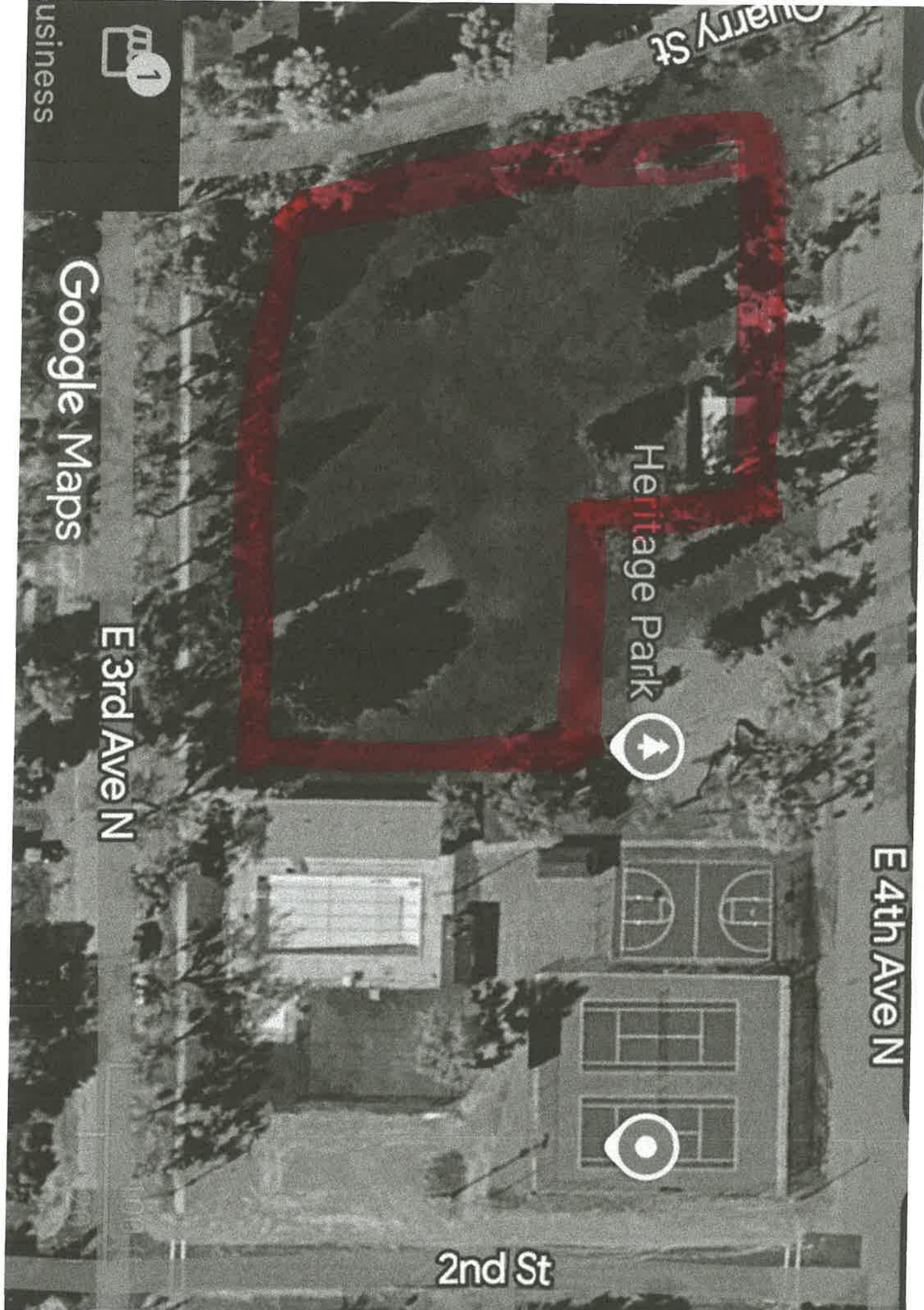


Received by (City Representative)

3.5.26

Date

Event area marked in Red



E 4th Ave N

Quarry St

Heritage Park

2nd St

E 3rd Ave N

Google Maps

business



**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 it 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.



Applicant's Signature

03/02/26

Date

Sethan Olson

Applicant's Printed Name



Received by (City Representative)

3-5-26

Date

**CONDITIONS FOR ISSUANCE OF SPECIAL USE PERMIT
FOR BOUNCE HOUSES AND OTHER INFLATABLE PLAY EQUIPMENT**

Name of Event: _____

1. Event sponsor shall provide proof of liability insurance having insurance limits acceptable to the City of Columbus covering the installation and operation of the bounce house or other inflatable play equipment on City property. The required liability insurance coverage shall name the City as an additional insured.
2. The bounce house and any other inflatable play equipment shall be installed and operated as per their manufacturer's guidelines.
3. The bounce house or other inflatable play equipment shall be setup and removed from City property on the same day as the event for which this permit is requested. Any damage to City property caused by the installation or removal of the equipment shall immediately be repaired.
4. Owner/Operator shall request a locate of underground utilities by calling 811 or 1-800-424-5555 prior to installing inflatable play equipment on City property.
5. The site for the installation of the inflatable play equipment must be approved by the Director of Public Works.

Event sponsor has read and accepts the above conditions.

Dated this _____ day of _____, 20 _____.

Signature of Event Sponsor: _____

**CITY OF COLUMBUS
SPECIAL USE PERMIT QUESTIONNAIRE**

Name of Event: Montana Shakespeare in the Park

Name of City Park or ROW Requested: Heritage Park (corner
of 3rd Ave E & Quarry)

Event Date(s): July 24, 2026

Set-Up Time: 11:00am Clean-Up Time: 10:30pm Total Hours: 10 1/2 hrs

Estimated Number of People Expected: 60

Alcohol: Yes No

Amplified Noise: Yes No

Open Fire: Yes No

Tents/Canopies: Yes No

stage set

Inflatables: Yes No

Portable Toilets: Yes No

Event Fee: Yes No

If yes, what is fee amount: _____

Contact Information:

Customer or Organization Name: Kathleen Ralph / MT SIP

Contact Name: Kathleen Ralph

Address: 220 N 4th St

City: Columbus State: MT Zip Code: 59019

Preferred Phone Number: 406-321-0442

Email Address: Kia.ralph@gmail.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 stage will be set up near the corner of 3rd Ave E and Quarry. The play will start at 6, we are inviting local musicians to perform starting at 4. Non-profit vendors will also be invited (popcorn, face-painting) and we will possibly have a food truck.

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

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

actors + musicians will have a sound system

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.):

No water sprinkles on the 24th, please!

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).

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

N/A

Kathleen Ralph
Applicant's Signature

2/25/26
Date

Kathleen Ralph
Applicant's Printed Name

Cherry M. Alex
Received by (City Representative)

3-5-26
Date

DEPARTMENT OF ADMINISTRATION
RISK MANAGEMENT AND TORT DEFENSE DIVISION



GREG GIANFORTE, GOVERNOR

PO BOX 200124

STATE OF MONTANA

TELEPHONE (406) 444-2421
FAX (406) 444-2592

HELENA, MONTANA 59620-0124

CERTIFICATE OF INSURANCE

MONTANA STATE UNIVERSITY

This certificate is issued by the Department of Administration under the authority granted by § 2-9-101, MCA through § 2-9-305, MCA to establish self-insurance plans. This certificate is issued as a matter of information only and confers no rights upon the certificate holder. It does not amend, extend or alter the coverage provided by the self-insurance program. Coverage does not apply to injury or damage arising out of use of alcoholic beverages or from any other activity that is not in the course and scope of employment or fulfillment of the mission of the State of Montana.

This is to certify that the State of Montana through the Department of Administration provides the following coverages by Self-Insurance

Kind of Insurance	Effective Date	Limits
Tort Liability (includes Auto)	03/21/2024-until cancelled	Per Claim \$ 750,000
Automobile Physical Damage	n/a	Per Occurr. \$1,500,000 Comprehensive/Collision ACV less \$250.00

Coverage in accordance with the Tort Claims Act, Title 2, Section 9, Chapters 1-3, Montana Code Annotated for:

State employees and state volunteers working in the course and scope of their duties in connection with the MT Shakespeare in the Parks Tours on the above dates.

Should any material change occur, the Department of Administration will endeavor to notify the certificate holder of such changes by mail at least thirty (30) days prior to such change, but failure to do so shall impose no obligation or liability of any kind upon the state.

Date Issued: March 21, 2024

Name & Address of Certificate Holders

MT Shakespeare in the Parks Tours
PO Box 174120
Bozeman MT 59717

By: Danica Boe
Danica Boe for
Kristie K. Rhodes, Risk Finance Specialist
State of Montana
Department of Administration

DEPARTMENT OF ADMINISTRATION
RISK MANAGEMENT AND TORT DEFENSE DIVISION



GREG GIANFORTE, GOVERNOR

PO BOX 200124

STATE OF MONTANA

TELEPHONE (406) 444-2421
FAX (406) 444-2592

HELENA, MONTANA 59620-0124

March 21, 2024

MT Shakespeare in the Parks Tours
PO Box 174120
Bozeman MT 59717

Dear Madam or Sir,

The State of Montana does not purchase commercial liability insurance, rather the state is self-insured. Pursuant to § 2-9-101, MCA through § 2-9-305, MCA, the State of Montana is unable to name third parties as additional insureds or waive the right to subrogation. The following certificate of insurance provides coverage in accordance with the Tort Claims Act, Title 2, Section 9, Chapters 1-3, Montana Code Annotated as respects the negligence of the state.

Please contact Risk Management and Tort Defense at (406) 444-2421 if you have further questions.

Sincerely,

Brett Dahl
State Risk Manager

**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 it 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.

Kathleen Ralph
Applicant's Signature

2/25/26
Date

Kathleen Ralph
Applicant's Printed Name

Cherish McAlister
Received by (City Representative)

3-5-26
Date

RESOLUTION NO. 894

RESOLUTION RELATING TO FINANCING OF CERTAIN
PROPOSED SEWER SYSTEM IMPROVEMENTS;
ESTABLISHING COMPLIANCE WITH REIMBURSEMENT
BOND REGULATIONS UNDER THE INTERNAL REVENUE
CODE

BE IT RESOLVED by the City Council of the City of Columbus, Montana (the "City"), as follows:

Section 1. Recitals.

1.01 The United States Department of Treasury has promulgated final regulations governing the use of proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the City for project expenditures paid by the City prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the "Regulations") require that the City adopt a statement of official intent to reimburse an original expenditure not later than 60 days after payment of the original expenditure. The Regulations also generally require that the bonds be issued and the reimbursement allocation be made from the proceeds of the bonds within 18 months (or three years, if the reimbursement bond issue qualifies for the "small issuer" exception from the arbitrage rebate requirement) after the later of (i) the date the expenditure is paid or (ii) the date the project is placed in service or abandoned, but (unless the issue qualifies for the "small issuer" exception from the arbitrage rebate requirement) in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.

1.02 The City desires to comply with requirements of the Regulations with respect to certain projects hereinafter identified.

Section 2. Official Intent Declaration.

2.01 The City proposes to undertake the acquisition, construction, and installation of various improvements to the City's sewer system, including replacing the 12th Street sewer main and related improvements (the "Project").

2.02 Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds (as hereinafter defined), (ii) expenditures permitted to be reimbursed under the transitional provision contained in Section 1.150-2(j)(2) of the Regulations, (iii) expenditures constituting preliminary expenditures within the meaning of Section 1.150-2(f)(2) of the Regulations, or (iv) expenditures in a "de minimus" amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures for the Project have heretofore been paid by the City and no expenditures will be paid by the City until after the date of this Resolution.

2.03 The City reasonably expects to reimburse the expenditures made for costs of the Project out of the proceeds of debt evidenced by one or more series of bonds or notes in an estimated aggregated principal amount of approximately \$1,000,000 (the "Bonds") after the date of payment of all or a portion of the costs of the Project. All reimbursed expenditures shall be

capital expenditures, a cost of issuance of the Bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.

Section 3. Budgetary Matters. As of the date hereof, there are no City funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Project, other than pursuant to the issuance of the Bonds. The statement of intent contained in this resolution, therefore, is determined to be consistent with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof.

Section 4. Reimbursement Allocations. The City Clerk-Treasurer shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Bonds to reimburse the source of temporary financing used by the City to make prior payment of the costs of the Project. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the Bonds or the Project and shall specifically identify the actual original expenditure being reimbursed.

Adopted this 16th day of March, 2026.

Joseph Morse II - Mayor

Attest:

Cherrie L McAlexander
City Clerk-Treasurer

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Columbus, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. **894** entitled: "RESOLUTION RELATING TO FINANCING OF CERTAIN PROPOSED SEWER SYSTEM IMPROVEMENTS; ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council at a meeting on March 16, 2026, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Council Members voted in favor thereof: _____
_____; voted against the same: _____; abstained from voting thereon: _____; or were absent: _____.

WITNESS my hand officially this 16th day of March, 2026.

Cherrie L McAlexander
City Clerk-Treasurer

City of Columbus



PUBLIC WORKS DEPARTMENT

03.16.2026

Cavin Noddings, PE, LEED AP
Owner
Noddings Waterworks, Inc. dba Yellowstone Waterworks
547 S. 20th Street West
Billings, MT 59102

RE: Notice of Award - Advanced Metering Infrastructure (AMI) Water Meter System

Dear Mr. Noddings,

The City of Columbus hereby issues this Notice of Award to Noddings Waterworks, Inc. dba Yellowstone Waterworks for the Advanced Metering Infrastructure (AMI) Water Meter System.

At its meeting held on March 16, 2026, the Columbus City Council approved the award of the Request for Proposals for the AMI Water Meter System Replacement Project to Noddings Waterworks, Inc. dba Yellowstone Waterworks for the furnishing and implementation of an AMI water meter system including meters, endpoints, software, and related implementation services as described in the Request for Proposals dated February 2026 and the Service Provider's proposal dated February 20, 2026.

The total contract amount is not to exceed \$500,000 and is subject to the terms and conditions set forth in the Professional Services Agreement approved by the City Council.

This Notice of Award is contingent upon execution of the Professional Services Agreement and satisfaction of all contractual requirements, including submission of required insurance documentation and any other conditions specified in the contract documents.

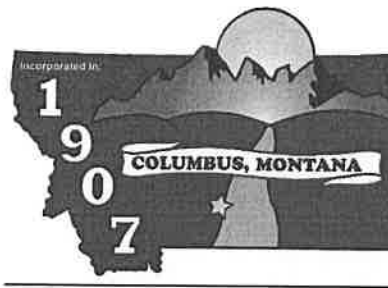
Pricing for equipment and services shall be governed by the terms of the Professional Services Agreement and the Service Provider's proposal referenced therein.

The City appreciates your participation in the procurement process and looks forward to working with Yellowstone Waterworks on this project.

Sincerely,

Peyton Brookshire

Peyton Brookshire
Director of Public Works
City of Columbus
1258 E 1st Ave. S
Phone: 406-322-4424 Mobile: 406-696-0636
Web: www.townofcolumbus.com
Email: director@townofcolumbus.com



PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between the **CITY OF COLUMBUS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 549, Columbus, Montana 59019 (referred to hereinafter as the "City"), and Noddings Waterworks Inc. dba Yellowstone Waterworks (referred to hereinafter as the "Service Provider").

In consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to the following:

- 1. Purpose:** The City agrees to retain the Service Provider to furnish and implement an Advanced Metering Infrastructure (AMI) water meter system for the City of Columbus, including the supply of water meters, endpoints, software, and related implementation services as described in the Scope of Services attached as Exhibit A. The Service Provider shall provide the services in accordance with the terms and subject to the conditions as set forth in this Agreement and to the reasonable satisfaction of the City.
- 2. Effective Date:** This Agreement is effective upon the date of its execution and will terminate on the 16th day of March, 2028. The Parties may extend this Agreement in writing prior to its termination.
- 3. Scope of Work:** The Scope of Work shall include the City of Columbus Water Meter System Replacement Project as described in the Request for Proposals dated February 2026, the Service Provider's Proposal dated February 20, 2026, and the Scope of Service attached as Exhibit A. In the event of a conflict, the Agreement shall control.
- 4. Delivery and Acceptance:** The Service Provider shall furnish and deliver all equipment, software, and related services required under this Agreement in accordance with the schedule and requirements outlined in Exhibit A and the Service Provider's Proposal.
All equipment shall be delivered to the City of Columbus Public Works Department or other location designated by the City. Delivery shall include all meters, endpoints, registers, software access, documentation, and associated components required for system operation.
Upon delivery and installation, the City shall have the right to inspect and test the equipment and system functionality to verify compliance with the specifications contained in the Request for Proposals and the Service Provider's Proposal.
Final acceptance of the equipment and system shall occur only after the City determines that the system is operating in accordance with the contract requirements. Acceptance shall not be

unreasonably withheld but may be delayed if deficiencies are identified that prevent the system from performing as specified.

The Service Provider shall correct any deficiencies identified during inspection or testing at no additional cost to the City.

5. **Payment:** The City agrees to pay the Service Provider a sum not to exceed Five hundred thousand dollars, **(\$500,000)** for equipment, software, and services provided under this Agreement. Payment shall be made based upon invoices submitted by the Service Provider for equipment delivered, services performed, and system components placed into service in accordance with the Scope of Work and pricing schedule attached hereto. The total contract amount represents a not-to-exceed amount for equipment and services delivered during the term of this Agreement. Payment shall be made only for equipment delivered or services performed. The City shall review and approve invoices prior to payment. Final payment shall not be issued until the system installation and integration services have been completed and accepted by the City. The pricing established under this Agreement includes all cellular network services, software hosting, and data management services required for operation of the AMI system for the duration of the Agreement term unless otherwise stated in the attached proposal.
6. **The Service Provider's Obligations:** The Service Provider's duties and responsibilities include the following:
- a. Furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Service Provider's professional services as defined in the Scope of Service;
 - b. Prepare and present such information as may be pertinent and necessary for the City to pass critical judgment on the features of the professional service;
 - c. Perform professional services in accordance with generally accepted standards currently in use with similar type projects;
 - d. Perform professional services in connection with the Scope of Service at a standard of similarly situated professionals in the industry;
 - e. Utilize personnel of required skill, experience, licenses, and qualifications;
 - f. Allow the City the right of review and examine the Service Provider's work and records pertaining to the Scope of Service; and
 - g. Identify a contact person who shall receive and examine the documents supplied by the City, act as the liaison between the City and the Service Provider, and respond to requests from the City in writing promptly to prevent unreasonable delay in performing the Scope of Service.
 - h. The Service Provider shall remain responsible for all equipment, software, warranties, and system performance provided under this Agreement, including products manufactured by third parties.

- 7. The City's Obligations:** The City's duties and responsibilities include the following:
- a. Review with the Service Provider all pertinent information as to the City's requirements for the Scope of Service;
 - b. Identify a contact person who shall receive and examine the documents supplied by the Service Provider, evaluate the adequacy and results of the services performed by the Service Provider, accept responsibility for the results of such services, act as the liaison between the City and the Service Provider, and respond to requests from the Service Provider in writing promptly to prevent unreasonable delay in performing the Scope of Service; and
 - c. Give prompt written notice to the Service Provider whenever the City observes or otherwise becomes aware of a defect in the Scope of Service or other events which may substantially affect the Service Provider's performance of services under this Agreement.
- 8. Additional Services:** Any alteration or deviation from the described professional services which involves additional costs or expenses will be permitted only upon written request from the City to the Service Provider and will become an extra charge over and above the contract price. The Parties must mutually agree upon any extra charges in writing.
- 9. Independent Contractor Status:** The Parties agree that the Service Provider is an independent contractor for purposes of this Agreement and is not considered a City employee for any purpose. The Service Provider is not subject to the terms and conditions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. The Service Provider is not authorized to represent the City or otherwise bind the City in any dealings between the Service Provider and any third parties.
The Service Provider shall comply with all applicable requirements of the Workers' Compensation Act in Title 39, Chapter 71, Montana Code Annotated. The Service Provider shall maintain workers' compensation coverage for all members and employees of the Service Provider's business, except for those members who are exempted as independent contractors as provided for under Section 39-71-401, Montana Code Annotated.
- 10. Indemnification; Insurance:**
- a. To the fullest extent permitted by law, the Service Provider shall fully indemnify, defend, and hold the City, its agents, representatives, employees, and officers harmless from and against all claims, actions, costs, fees, losses, liabilities, or damages of whatever kind or nature in any way arising from or related to the Service Provider's performance of this Agreement and the Service Provider's work on the Scope of Work or any related work of any subcontractor or supplier to the Service Provider.
 - b. The Service Provider shall maintain those insurances as may be required by the City as set forth on **Exhibit B** (Required Insurance Coverage), which is attached hereto, and the Service Provider shall provide the City with proof of such insurance coverage with this Agreement. The Service Provider shall notify the City thirty (30) days prior to the expiration of any such required insurance coverage and shall ensure such required

insurance coverage is timely renewed during the term of this Agreement, including any extensions of the same, so that there is no lapse in coverage during the Service Provider's performance of this Agreement. The Service Provider shall further notify the City within two (2) business days of the Service Provider's receipt of notice that any required insurance coverage will be terminated or the Service Provider's decision to terminate any required insurance coverage for any reason.

11. Compliance with Laws: The Service Provider agrees to comply with all applicable local, state, and federal laws.

12. Default and Termination: If either Party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other Party may, at its option, terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive, as use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand delivered or mailed to the Parties as the addresses set forth below:

City of Columbus:	Peyton Brookshire Public Works Director P.O. Box 549 Columbus, MT 59019
Service Provider:	<u>Cavin Noddings</u> Name Owner, Noddings Waterworks Title <u>547 So. 20th St. West, Billings, MT 59102</u> Address

13. Liaisons: The City's designated liaison with the Service Provider is Peyton Brookshire. The Service Provider's designated liaison with the City is Cavin Noddings.

14. Governing Law and Venue: This Agreement, and any extensions hereof, shall be governed and construed in accordance with the laws of the State of Montana, and the venue for any disputes shall be in the Twenty-Second Judicial District, Stillwater County, Montana.

15. Severability: If any term or provision of this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable any other term or provision.

16. Binding: The City and the Service Provider warrant and represent that they have each carefully reviewed this Agreement in its entirety, that they understand its terms, and that they sign the same of their own free will and accord with the intention to be bound by this Agreement. This

Agreement and all provisions contained herein shall inure to the benefit of and be binding upon the City and the Service Provider, as well as their partners, successors, assigns, and legal representatives.

17. Assignment: Neither the City nor the Service Provider shall have the right to assign, transfer, or sublet their interest or obligations herein without prior written consent from the other Party.

18. Waiver: Failure to enforce any provisions of this Agreement for any period shall not constitute a waiver for the purposes of enforcing each provision contained in this Agreement, at any time, with the same force and effect.

19. Amendments: Any amendment or modification of this Agreement shall be made in writing and executed in the same manner as this original document and shall after execution become part of this Agreement.

IN WITNESS WHEREOF, the City and the Service Provider have caused this Agreement to be executed and intended to be legally bound thereby as of the date set forth below.

CITY OF COLUMBUS, MONTANA

SERVICE PROVIDER

By: Peyton Brookshire
Peyton Brookshire, Public Works Director

By: _____
Name: _____

Date: _____

Title: _____
Date: _____

ATTEST:

Cherrie McAlexander, City Clerk (SEAL OF THE CITY)

***APPROVED AS TO FORM:**

Ryan C. Addis, City Attorney

*By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Columbus, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Columbus. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

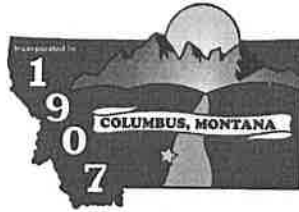


Exhibit A – Scope of Service

A. General Services

The Service Provider shall supply, deliver, and provide training for a system-wide Advanced Metering Infrastructure (AMI) cellular meter reading system including meters, endpoints, head-end system, consumer portal, and optional meter reading hardware. All cellular endpoints shall be SG capable using ORION LTE or LTES endpoints.

Integration and testing support shall be provided for the City's billing vendor to develop an interface file or web services to transfer data to and from the City's billing system.

A consumer engagement web portal and smartphone application shall be provided allowing City customers and utility billing staff to view water usage information.

B. Project Management and Software Integration

The Service Provider, in coordination with Badger Meter, Inc., shall schedule, manage, and report the AMI implementation. Meter set deliveries shall be coordinated with the City's installation schedule.

The Service Provider shall manage and coordinate software integration between the City and the Black Mountain billing system (BMS). Billing integration services shall include development and configuration of data import and export files between BEACON and the City's billing system.

The Service Provider shall work with the City to assist in resolving system-related customer inquiries during implementation.

C. CIS Data Gap Analysis and Coordination

The Service Provider shall perform a data gap analysis of the City's Customer Information System (CIS) to identify missing or inconsistent information necessary for AMI implementation.

Data conversion services shall include importing available historical meter reading data from the City's legacy system into BEACON where possible. The City shall provide a backup of the legacy system database for this purpose. Historical data recovery cannot be guaranteed where legacy data limitations exist.

D. Advanced Cellular Metering Infrastructure System (AMI) and Software

The Service Provider shall provide the BEACON AMA software platform utilizing ORION AMI technology for meter data management and a cloud-hosted Head End System (HES) delivered as Software-as-a-Service (SaaS).

The system shall provide time-synchronized meter readings at intervals of fifteen (15) minutes or less across the system. System diagnostics shall include battery life monitoring, communication status, and flow anomaly detection.

The AMI system shall achieve a daily automated meter read acquisition rate of no less than ninety-eight percent (98%) of installed endpoints under normal operating conditions.

City billing records shall remain the official system of record for account information. Meter data will synchronize between BEACON and the City's billing system via secure web services or structured data exchange files.

E. Hosting Services

The BEACON AMA platform shall be provided as a secure cloud-hosted service accessible by the City through standard internet access.

Hosting services shall support secure storage, backup, and access to system data. The system shall provide reporting tools including consumption reports, leak detection alerts, system diagnostics, and usage analytics.

All meter reading data, customer information, and system data generated through the AMI system shall remain the property of the City of Columbus.

Technical support shall be available during standard business hours with additional support options available for system issues as necessary.

F. Water Meters

Water meters supplied under this agreement shall meet applicable AWWA standards including but not limited to C700, C713, and C715.

Meters shall be compatible with the ORION AMI system and BEACON AMA platform. Meter bodies shall comply with Safe Drinking Water Act lead-free requirements and applicable NSF standards.

Meters and encoder registers shall carry a twenty (20) year manufacturer warranty from the date of installation as recorded in the AMI system.

Meters and endpoints may be installed by qualified City personnel or by the Service Provider. Warranty coverage shall not be affected by installation performed by City personnel in accordance with manufacturer installation guidelines.

G. AMI Endpoints

All endpoints shall be cellular communication devices compatible with the ORION AMI system and BEACON AMA platform.

Endpoints shall have a projected twenty (20) year operational life including battery performance under normal operating conditions. Endpoints shall transmit meter readings at programmed intervals and shall be capable of storing and transmitting historical data in the event of temporary communication interruptions.

Endpoints shall support remote firmware updates, diagnostic reporting, and alarm notifications including leak detection, tampering alerts, and abnormal consumption patterns.

H. Customer Portal

The AMI system shall include a customer web portal and mobile application allowing customers to view water consumption data, receive alerts for abnormal usage, and monitor consumption trends.

Customer service staff shall have administrative access to the same data environment to assist customers with usage inquiries.

I. Handheld Reading Devices (Optional)

At the City's option, handheld or tablet devices equipped with ORION ME transceivers may be supplied to allow manual reading verification and field diagnostics when required.

J. Product Substitution

Any substitution of equipment or technology from that proposed in the RFP response must be approved in writing by the City and shall meet or exceed all specifications contained in the RFP and proposal.

K. Project Schedule

Upon execution of the Agreement and issuance of a purchase order by the City, the Service Provider shall coordinate procurement of AMI hardware and software components.

Initial meter shipments shall begin within approximately ninety (90) days of execution of the Agreement unless otherwise mutually agreed.

Meter installation may occur in phases over the duration of the Agreement as coordinated between the City and the Service Provider.

Billing system integration and configuration shall be completed prior to or during initial deployment of endpoints. Training of City staff shall occur following completion of integration activities.

L. Warranty

Manufacturer warranty documentation for all meters, endpoints, and system components shall be provided to the City. Warranty coverage shall apply to defects in materials and workmanship in accordance with manufacturer specifications.

M. First-Year System Optimization and Support

During the first twelve (12) months following initial system deployment, the Service Provider shall provide reasonable technical assistance to support system optimization and troubleshooting. This support may include assistance with endpoint communication diagnostics, system configuration adjustments, data validation, and operational guidance to ensure the AMI system functions as intended.

Such support may be provided remotely unless on-site assistance is mutually determined to be necessary by the City and the Service Provider.

N. Network Performance Troubleshooting

If the AMI system experiences communication deficiencies resulting in meter read success rates falling below the required performance level, the Service Provider shall work with the City to identify the cause of the deficiency and recommend corrective actions.

Corrective measures may include network configuration adjustments, endpoint replacement, antenna adjustments, or other technical remedies necessary to restore system performance.

O. System Expansion and Meter Additions

The AMI system shall support the addition of meters and endpoints over time as the City replaces existing meters. The Service Provider shall configure the system to accommodate additional meters installed during the term of the Agreement without requiring additional software licensing or configuration fees beyond those included in the proposal.

The Service Provider shall provide reasonable assistance to ensure newly installed meters and endpoints are properly recognized and integrated into the BEACON AMA system and synchronized with the City's billing system.



EXHIBIT B
REQUIRED INSURANCE COVERAGE

General Liability

The Service Provider shall provide a Certificate of Liability Insurance, issued by an insurance company licensed to do business in the State of Montana, which meets each of the following requirements:

- A. The Service Provider is the insured party;
- B. A minimum of \$750,000 per claim / \$1,500,000 per occurrence liability coverage;
- C. Valid throughout the length of the Agreement between the Parties; and
- D. "City of Columbus" must be named as a primary additional insured.

Workers Compensation

The Service Provider shall furnish the City with copies showing one of the following:

- A. Proof of registration as a registered contractor under Title 39, Chapter 9, Montana Code Annotated;
- B. A binder for workers' compensation coverage by an insured licensed and authorized to provide workers' compensation insurance in the State of Montana; or
- C. Proof of exemption from workers' compensation granted by law for independent contractors.

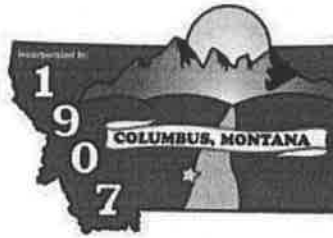


EXHIBIT C

REQUIRED BONDS

Performance, Labor, and Material Bonds

As outlined in Section 18-2-201, Montana Code Annotated, the Contractor shall provide proof of a good and sufficient bond with a surety company, licensed in the State of Montana, conditioned that the Contractor shall:

- (i) faithfully perform all provisions of the contract.
- (ii) pay all laborers, mechanics, subcontractors, and material suppliers; and
- (iii) pay all people who supply the Contractor, or its subcontractors, with provisions, provender, material, or supplies for performing the Scope of Work.

The City may not require that any bond be furnished by a particular surety company or by a particular insurance producer for the surety company.

Amount and Terms of Security

As outlined in Section 18-2-203, MCA, the above security must be in an amount equal to the full contract price agreed to be paid for the public works in Paragraph 4 of the Agreement, which is \$500,000 the security must further designate that said amount is payable to the City of Columbus.

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.

Price Proposal

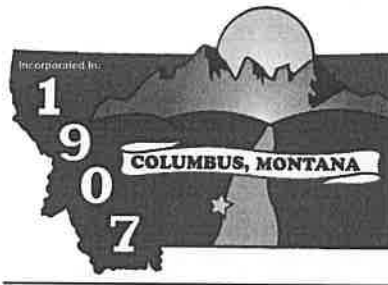
(ultrasonic 3/4" , 1" , 1.5" , 2" & 3" mtrs, cellular reading)

Quantity	Size	Item	Price	Total Price
890	3/4", 3/4" Short	Residential Water Meter	\$ 246.57	\$ 219,447.30
32	1"	Residential Water Meter	\$ 290.60	\$ 9,299.20
11	1-1/2"	Commercial Water Meter	\$ 694.35	\$ 7,637.85
13	2"	Commercial Water Meter	\$ 935.64	\$ 12,163.32
2	3" or 4"	Commercial Water Meter	\$ 3,231.80	\$ 6,463.60
940		Transmitter	\$ 180.42	\$ 169,594.80
25		Pit Meter Box Lid	no	bid
1		Training	\$ 4,170.00	\$ 4,170.00
1		Project Management	included	included
1		Handheld/CPU (1)	\$ 12,438.22	\$ 12,438.22
1		Software (2)	\$ 2,760.66	\$ 2,760.66

- (1) Data collection device includes Trimble T100 Series Tablet (\$10,822.50) and ORION ME Module (\$1,615.72).
- (2) Software includes the BEACON Engagement Fee and Billing Integration. Pricing for both items is reduced 65% using BMI Marketing Progrm ORI-MP-02238-EN-10.

Life Cycle Cost Items:

Subscription Fee Service Units - \$0.35/mtr/mo. - (Marketing Progrm ORI-MP-02238-EN-10)
 (normal cost - \$1.01/mtr/mo. - 501-1500 services)



PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between the **CITY OF COLUMBUS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 549, Columbus, Montana 59019 (referred to hereinafter as the "City"), and AEI Applicators (referred to hereinafter as the "Service Provider").

In consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to the following:

1. **Purpose:** The City agrees to hire the Service Provider as an independent contractor to perform the services as described in the Scope of Services attached hereto as **Exhibit A**, which is incorporated by reference as part of this Agreement. The Service Provider shall provide the services in accordance with the terms and subject to the conditions as set forth in this Agreement and to the reasonable satisfaction of the City.
2. **Effective Date:** This Agreement is effective upon the date of its execution and will terminate on the 30th day of June, 2027. The Parties may extend this Agreement in writing prior to its termination.
3. **Scope of Work:** The Service Provider will provide the professional services in accordance with the specifications and requirements of the Scope of Service (see **Exhibit A**).
4. **Payment:** The City agrees to pay the service provider Thirty five thousand dollars & 00/100 (\$35,000.00) for the professional services as described in the Scope of Service.
5. **The Service Provider's Obligations:** The Service Provider's duties and responsibilities include the following:
 - a. Furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Service Provider's professional services as defined in the Scope of Service;
 - b. Prepare and present such information as may be pertinent and necessary for the City to pass critical judgment on the features of the professional service;
 - c. Perform professional services in accordance with generally accepted standards currently in use with similar type projects;

- d. Perform professional services in connection with the Scope of Service at a standard of similarly situated professionals in the industry;
- e. Utilize personnel of required skill, experience, licenses, and qualifications;
- f. Allow the City the right of review and examine the Service Provider's work and records pertaining to the Scope of Service; and
- g. Identify a contact person who shall receive and examine the documents supplied by the City, act as the liaison between the City and the Service Provider, and response to requests from the City in writing promptly to prevent unreasonable delay in performing the Scope of Service.

6. The City's Obligations: The City's duties and responsibilities include the following:

- a. Review with the Service Provider all pertinent information as to the City's requirements for the Scope of Service;
- b. Identify a contact person who shall receive and examine the documents supplied by the Service Provider, evaluate the adequacy and results of the services performed by the Service Provider, accept responsibility for the results of such services, act as the liaison between the City and the Service Provider, and respond to requests from the Service Provider in writing promptly to prevent unreasonable delay in performing the Scope of Service; and
- c. Give prompt written notice to the Service Provider whenever the City observes or otherwise becomes aware of a defect in the Scope of Service or other events which may substantially affect the Service Provider's performance of services under this Agreement.

7. Additional Services: Any alteration or deviation from the described professional services which involves additional costs or expenses will be permitted only upon written request from the City to the Service Provider and will become an extra charge over and above the contract price. The Parties must mutually agree upon any extra charges in writing.

8. Independent Contractor Status: The Parties agree that the Service Provider is an independent contractor for purposes of this Agreement and is not considered a City employee for any purpose. The Service Provider is not subject to the terms and conditions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. The Service Provider is not authorized to represent the City or otherwise bind the City in any dealings between the Service Provider and any third parties.

The Service Provider shall comply with all applicable requirements of the Workers' Compensation Act in Title 39, Chapter 71, Montana Code Annotated. The Service Provider shall maintain workers' compensation coverage for all members and employees of the Service Provider's business, except for those members who are exempted as independent contractors as provided for under Section 39-71-401, Montana Code Annotated.

- 13. **Governing Law and Venue:** This Agreement, and any extensions hereof, shall be governed and construed in accordance with the laws of the State of Montana, and the venue for any disputes shall be in the Twenty-Second Judicial District, Stillwater County, Montana.
- 14. **Severability:** If any term or provision of this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable any other term or provision.
- 15. **Binding:** The City and the Service Provider warrant and represent that they have each carefully reviewed this Agreement in its entirety, that they understand its terms, and that they sign the same of their own free will and accord with the intention to be bound by this Agreement. This Agreement and all provisions contained herein shall inure to the benefit of and be binding upon the City and the Service Provider, as well as their partners, successors, assigns, and legal representatives.
- 16. **Assignment:** Neither the City nor the Service Provider shall have the right to assign, transfer, or sublet their interest or obligations herein without prior written consent from the other Party.
- 17. **Waiver:** Failure to enforce any provisions of this Agreement for any period shall not constitute a waiver for the purposes of enforcing each provision contained in this Agreement, at any time, with the same force and effect.
- 18. **Amendments:** Any amendment or modification of this Agreement shall be made in writing and executed in the same manner as this original document and shall after execution become part of this Agreement.

IN WITNESS WHEREOF, the City and the Service Provider have caused this Agreement to be executed and intended to be legally bound thereby as of the date set forth below.

CITY OF COLUMBUS, MONTANA

SERVICE PROVIDER

By: Peyton Brookshire
 Peyton Brookshire, Public Works Director

By: _____
 Name: _____

Date: 03/16/2026

Title: _____
 Date: _____

ATTEST:

Cherrie McAlexander, City Clerk

(SEAL OF THE CITY)

***APPROVED AS TO FORM:**

Ryan C. Addis, City Attorney

*By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Columbus, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Columbus. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.



EXHIBIT A SCOPE OF SERVICE

A. Scope: The work covered by this Agreement is furnishing all plant, labor, equipment, supplies, and materials and performing all construction operations in connection with the weed and mosquito control throughout the City of Columbus.

B. Description of Work: The work to be accomplished under this Agreement generally consists of the following:

Weed Control:

The Contractor will perform weed and vegetation growth control practices on City owned and operated properties during the growing season.

The locations and work to be accomplished under this contract consists of the following:

Public Works Shop: Annual control of weed and vegetation growth in parking area and grounds. Also noxious weed control if identified on-site.

Wastewater Treatment Facility: Annual control of weed and vegetation growth on dike slopes and travel area. Also, noxious weed control if identified on site.

Cemetery: Annual turf application for control of weeds, particularly dandelions and thistle. Also, noxious weed control if identified on-site.

Granite Peak Park: Annual weed and vegetation growth control along fence lines, parking lots and in the infields. Also, noxious weed control if identified on-site.

Water Storage Tank Property: Annual noxious weed control.

Mosquito Control:

The Contractor will commence mosquito control practices, including larvaciding and adultciding, during the month of May or June through approximately late August to mid-September.

C. Workmanship and Equipment: The work performed under this Agreement shall be done by experienced and qualified persons, using the equipment necessary to perform the work efficiently and satisfactorily.

D. Safety: The Service Provider shall always comply with all existing OSHA Standards during the performance of this Agreement.

E. Work Schedule: The Service Provider and City of Columbus Public Works Department will coordinate the work schedule.

F. Insurance and Licenses. During the term of the Agreement, the Service Provider shall maintain in force at its own expense the insurance coverage as requirement in the Agreement. The Service Provider shall be licensed to do the work as stated herein and shall observe and comply with all federal, state, and local law, ordinances, and regulations pertaining to this Agreement and the work to be performed.

G. Materials & Chemicals. All materials and chemicals used in the performance of this Agreement shall be approved by the applicable federal, state, and/or local governmental agencies and approved for use on public property. Documentation of such approval must be provided to the City of Columbus.



EXHIBIT B
REQUIRED INSURANCE COVERAGE

General Liability

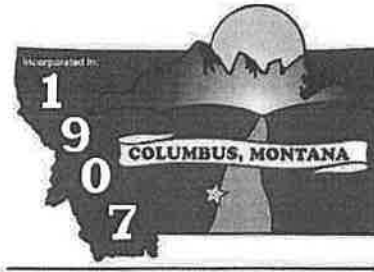
The Service Provider shall provide a Certificate of Liability Insurance, issued by an insurance company licensed to do business in the State of Montana, which meets each of the following requirements:

- A. The Service Provider is the insured party;
- B. A minimum of \$750,000 per claim / \$1,500,000 per occurrence liability coverage;
- C. Valid throughout the length of the Agreement between the Parties; and
- D. "City of Columbus" must be named as a primary additional insured.

Workers Compensation

The Service Provider shall furnish the City with copies showing one of the following:

- A. Proof of registration as a registered contractor under Title 39, Chapter 9, Montana Code Annotated;
- B. A binder for workers' compensation coverage by an insured licensed and authorized to provide workers' compensation insurance in the State of Montana; or
- C. Proof of exemption from workers' compensation granted by law for independent contractors.



PROFESSIONAL SERVICES AGREEMENT

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 - a. Furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Service Provider's professional services as defined in the Scope of Service;
 - b. Prepare and present such information as may be pertinent and necessary for the City to pass critical judgment on the features of the professional service;
 - c. Perform professional services in accordance with generally accepted standards currently in use with similar type projects;

- d. Perform professional services in connection with the Scope of Service at a standard of similarly situated professionals in the industry;
- e. Utilize personnel of required skill, experience, licenses, and qualifications;
- f. Allow the City the right of review and examine the Service Provider's work and records pertaining to the Scope of Service; and
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- a. Review with the Service Provider all pertinent information as to the City's requirements for the Scope of Service;
- b. Identify a contact person who shall receive and examine the documents supplied by the Service Provider, evaluate the adequacy and results of the services performed by the Service Provider, accept responsibility for the results of such services, act as the liaison between the City and the Service Provider, and respond to requests from the Service Provider in writing promptly to prevent unreasonable delay in performing the Scope of Service; and
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The Service Provider shall comply with all applicable requirements of the Workers' Compensation Act in Title 39, Chapter 71, Montana Code Annotated. The Service Provider shall maintain workers' compensation coverage for all members and employees of the Service Provider's business, except for those members who are exempted as independent contractors as provided for under Section 39-71-401, Montana Code Annotated.

9. Indemnification; Insurance:

- a. To the fullest extent permitted by law, the Service Provider shall fully indemnify, defend, and hold the City, its agents, representatives, employees, and officers harmless from and against all claims, actions, costs, fees, losses, liabilities, or damages of whatever kind or nature in any way arising from or related to the Service Provider's performance of this Agreement and the Service Provider's work on the Scope of Work or any related work of any subcontractor or supplier to the Service Provider.
- b. The Service Provider shall maintain those insurances as may be required by the City as set forth on **Exhibit B** (Required Insurance Coverage), which is attached hereto, and the Service Provider shall provide the City with proof of such insurance coverage with this Agreement. The Service Provider shall notify the City thirty (30) days prior to the expiration of any such required insurance coverage and shall ensure such required insurance coverage is timely renewed during the term of this Agreement, including any extensions of the same, so that there is no lapse in coverage during the Service Provider's performance of this Agreement. The Service Provider shall further notify the City within two (2) business days of the Service Provider's receipt of notice that any required insurance coverage will be terminated or the Service Provider's decision to terminate any required insurance coverage for any reason.

10. Compliance with Laws: The Service Provider agrees to comply with all applicable local, state, and federal laws.

11. Default and Termination: If either Party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other Party may, at its option, terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive, as use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the Parties as the addresses set forth below:

City of Columbus:	Peyton Brookshire Public Works Director P.O. Box 549 Columbus, MT 59019
Service Provider:	Grizzly Tree Service _____ Name Casey Kircher, Owner _____ Title 3016 Hwy 78, Absarokee, MT 59001 _____ Address

12. Liaisons: The City's designated liaison with the Service Provider is Peyton Brookshire. The Service Provider's designated liaison with the City is Casey Kircher.

- 13. **Governing Law and Venue:** This Agreement, and any extensions hereof, shall be governed and construed in accordance with the laws of the State of Montana, and the venue for any disputes shall be in the Twenty-Second Judicial District, Stillwater County, Montana.
- 14. **Severability:** If any term or provision of this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable any other term or provision.
- 15. **Binding:** The City and the Service Provider warrant and represent that they have each carefully reviewed this Agreement in its entirety, that they understand its terms, and that they sign the same of their own free will and accord with the intention to be bound by this Agreement. This Agreement and all provisions contained herein shall inure to the benefit of and be binding upon the City and the Service Provider, as well as their partners, successors, assigns, and legal representatives.
- 16. **Assignment:** Neither the City nor the Service Provider shall have the right to assign, transfer, or sublet their interest or obligations herein without prior written consent from the other Party.
- 17. **Waiver:** Failure to enforce any provisions of this Agreement for any period shall not constitute a waiver for the purposes of enforcing each provision contained in this Agreement, at any time, with the same force and effect.
- 18. **Amendments:** Any amendment or modification of this Agreement shall be made in writing and executed in the same manner as this original document and shall after execution become part of this Agreement.

IN WITNESS WHEREOF, the City and the Service Provider have caused this Agreement to be executed and intended to be legally bound thereby as of the date set forth below.

CITY OF COLUMBUS, MONTANA

SERVICE PROVIDER

By: Peyton Brookshire
 Peyton Brookshire, Public Works Director

By: _____
 Name: _____

Date: 03/16/2026

Title: _____
 Date: _____

ATTEST:

Cherrie McAlexander, City Clerk

(SEAL OF THE CITY)

***APPROVED AS TO FORM:**

Ryan C. Addis, City Attorney

*By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Columbus, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Columbus. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.



EXHIBIT A SCOPE OF SERVICE

A. Scope: The work covered by this Agreement is furnishing all plant, labor, equipment, supplies, and materials and performing all construction operations in connection with the Grizzley Tree Service Agreement.

B. Description of Work: The work to be accomplished under this Agreement generally consists of the following:

Cost estimate to include the following work:

- 1) Provide all equipment, tools, and labor for tree pruning services in City parks and rights-of-way, as requested by the City.
- 2) Tree pruning shall be completed by qualified tree workers.
- 3) The tree pruning work shall be completed in accordance with the most current editions of ANSI A300 "Tree, Shrub and Other Woody Plant Maintenance – Standard Practices"; ANSI Z133.1 Pruning, Trimming, Repairing, Maintaining, and Removing Trees and Cutting Brush – Safety Requirements; and ISA's Pruning Best Management Practices.

C. Workmanship and Equipment: The work performed under this Agreement shall be done by experienced and qualified persons, using the equipment necessary to perform the work efficiently and satisfactorily.

D. Safety: The Service Provider shall always comply with all existing OSHA Standards during the performance of this Agreement.

E. Work Schedule: The Service Provider and City of Columbus Public Works Department will coordinate the work schedule.

F. Insurance and Licenses. During the term of the Agreement, the Service Provider shall maintain in force at its own expense the insurance coverage as requirement in the Agreement. The Service Provider shall be licensed to do the work as stated herein and shall observe and comply with all federal, state, and local law, ordinances, and regulations pertaining to this Agreement and the work to be performed.

G. Materials & Chemicals. All materials and chemicals used in the performance of this Agreement shall be approved by the applicable federal, state, and/or local governmental agencies and approved for use on public property. Documentation of such approval must be provided to the City of Columbus.



EXHIBIT B
REQUIRED INSURANCE COVERAGE

General Liability

The Service Provider shall provide a Certificate of Liability Insurance, issued by an insurance company licensed to do business in the State of Montana, which meets each of the following requirements:

- A. The Service Provider is the insured party;**
- B. A minimum of \$750,000 per claim / \$1,500,000 per occurrence liability coverage;**
- C. Valid throughout the length of the Agreement between the Parties; and**
- D. "City of Columbus" must be named as a primary additional insured.**

Workers Compensation

The Service Provider shall furnish the City with copies showing one of the following:

- A. Proof of registration as a registered contractor under Title 39, Chapter 9, Montana Code Annotated;**
- B. A binder for workers' compensation coverage by an insured licensed and authorized to provide workers' compensation insurance in the State of Montana; or**
- C. Proof of exemption from workers' compensation granted by law for independent contractors.**