

**CITY OF COLUMBUS
AGENDA
MONDAY- May 18, 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**
5. **REPORTS OF OFFICERS**
 1. Chief CFD#3
 2. Police Chief
 3. Public Works Director
 4. City Attorney
 5. City Clerk
 6. City Court
6. **DISCLOSURE OF CONFLICTS OF INTEREST AND EX PARTE COMMUNICATIONS**
7. **PUBLIC COMMENT ON CURRENT AGENDA**
8. **REPORTS OF COMMITTEES**

Minutes from the Solid Waste Committee Meeting on May 1st were presented to council
9. **UNFINISHED BUSINESS**

*Second reading of Ordinance 373 - Changing the Regular Meeting time to 6:30pm

9. **NEW BUSINESS**

*Approval of the Interlocal Agreement between the City and Columbus Rural Fire District #3 in the amount of \$152,880.00

*Approval of Resolution 895-2026 - Amending the Fixed Asset Policy for the City

*Approval of the School Resource Officer Agreement in the amount of \$40,000.00

*Approval of the Special Use Permit for a Street Dance on Diamond Street on May 29th from 4pm to 11pm. Event is sponsored by Palladium Draughthaus

*Approval of the Special Use Permit for Beartooth Days at Heritage Park on June 27th from 10am to 7pm. Event is sponsored by Beartooth Bible Church

*Approval of Public Works Construction Agreement between the City and Heart 7 in the amount of \$74,100.00 for road relocation, resurfacing the gun range and restructuring the back stop

*Approval of Task Order 36 from Interstate Engineering to furnish services for the city pool rehabilitation in the amount of \$117,000.00

AIRPORT

*Approval of the appointment of Rick Flemmer to the City-County Airport Board for a term of 4 years

*Approval of Northwestern Energy Customer Agreement to install natural gas to the T-hangar complex. Total amount of \$11,306.00

*Approval of the city council to support the City-County Airport Board in the creation of an Airport Authority - this vote does not approve an Airport Authority

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 May 4, 2026, AT 7:00 P.M.**

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| 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 City Judge Lee Cornell, Chief of Police Aaron Uecker, Public Works Director Peyton Brookshire, City Attorney Ryan Addis, and Deputy Clerk Cassidy Thompson. Also present was District Fire Chief Rich Cowger. |
| SIDELINE IN PERSON | Kirk Ivankovich, Koleman Garrett, and Joel Moranton |
| PUBLIC HEARING | Public Hearing changing Council Meeting start time to 6:30pm. The mayor opened the public hearing at 7:00pm and asked if there was any public comment. There were none and meeting was closed. |
| REGULAR MINUTES APPROVED | The mayor asked Council if they had reviewed the minutes of the April 20, 2026, regular meeting, and if there were any additions, deletions, or corrections. Rick White made a motion to approve the minutes of the regular meeting, seconded by Tim Mayo; roll call for vote, Rick White, Dennis Holten, Tim Mayo, Cole Waltner, Kelly Ault and Danen Johannes, all yea votes. Motion passed. |
| SHUT OFF LIST | NONE |
| APPROVAL OF CLAIMS | The claims list for the 2 nd half of April was presented to the Council. Cole Waltner made a motion to approve the claims as presented, seconded by Tim Mayo; roll call for vote, Rick White, Dennis Holten, Tim Mayo, Cole Waltner, Kelly Ault and Danen Johannes, all yea votes. Motion passed. |
| PRESENTATION OF PETITIONS AND COMMUNICATIONS | Joel Morantan from the Stillwater Chamber of Commerce gave a presentation to discuss bringing back the Columbus boat float. Joel said he did not have anything official but wanted to get council's opinion on the pros and cons. Rick White mentioned that Reed Point had taken over the 2 nd night of the event. Tim Mayo confirmed it was the 3 rd night of the event. Tim said that they have the party in Livingston, then Friday night they continue in Big Timber, and then Saturday night they continue in Reed Point. The event used to be in Columbus on Saturday night and people stayed at Itch-kep-pe Park, then continued to Park City and Laurel. They used to have a shuttle service to prevent drunk driving and food trucks. Joel asked if council was interested in the Chamber of Commerce pursuing the boat float for Columbus. Cole Waltner said that the boat float is a big thing in Reed Point, but he would like to see the Chamber promote it for Reed Point. Tim Mayo stated Columbus used to hold the event before there was an incident with someone throwing a beer bottle through a business window, so Reed Point took it over. Dennis Holten said that he would have a problem with the float continuing to Columbus on Sunday night with food trucks available for the public. Chief Uecker recommended that the city should close the lower part of Itch-kep-pe, if the boat float is going to utilize the park as a stopping point, to prevent fights and other incidents. Cole Waltner said that a third of the traffic pulls out in Reed Point every year. Kelly Ault said that she has spoken to the community, and they said that they enjoyed the Saturday night event in Columbus. Aaron mentioned that most people have to work after Sunday night, so most people would not be interested in participating that night. |
| FIRE DEPT. | The Fire Chief was present and provided a report. Rich Cowger mentioned that May 4 th is national Fire Fighters Day. Rick White said that the community dinner Rich put on was excellent. |

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| POLICE | The Police Chief was present and provided a report. |
| PUBLIC WORKS | The Public Works Director was present and provided a report. Kelly Ault asked Peyton why he chose these particular water fountains for replacement. Peyton said that they are vandalism proof and because of parts availability. The older ones were discontinued. Peyton looked for similar products, but the freight charges were cheaper for the other model. Peyton also mentioned they were easier to work on. Dennis Holten said we can look closer during budget time. Dennis also said that we need more parts for leaks and would like to see them fixed. Tim Mayo asked what the fence at the park was for. Peyton replied it was to keep people out of the pipeline at Heritage. Dennis asked about parking lines on Pike Avenue and Peyton said they were in the works. |
| ATTORNEY | The City Attorney was present and provided a report. |
| CITY JUDGE | The City Judge was present and provided a report. |
| CLERK-TREASURER | The Clerk-Treasurer was not present and provided a report. |
| PUBLIC COMMENT ON CURRENT AGENDA ITEMS: | NONE |
| DISCLOSURE OF CONFLICTS OF INTEREST AND EX PARTE COMMUNICATION | NONE |
| COMMITTEE REPORTS- | NONE |
| UNFINISHED BUSINESS | NONE |
| NEW BUSINESS | <p>Approval of Special Use Permit for the Christian Motorcyclists Bike Night on E Pike Ave on June 24, 2026, from 4pm to 9pm, sponsored by Christian Motorcyclists Association. Cole Waltner made a motion to approve the permit, 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.</p> <p>Approval of the Special Use Permit for Rope Rescue Operations Training on May 15-18, 2026, 200 Lagoon Road and Property N of 16 Sheep Dip Road, sponsored by Stillwater County Search and Rescue. Dennis Holten made a motion to approve the permit, seconded by Kelly Ault; roll call for vote, Rick White, Dennis Holten, Tim Mayo, Cole Waltner, Kelly Ault and Danen Johannes, all yea votes. Motion passed.</p> <p>Approval of the Special Use Permit for Rope Rescue Technician Training on May 29-June 1, 2026, 200 Lagoon Road and Property N of 16 Sheep Dip Road, sponsored by Stillwater County Search and Rescue. Dennis Holten made a</p> |

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motion to approve the permit, 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.

First Reading of Ordinance 373 – Changing regular meeting time from 7:00pm to 6:30pm Cole Waltner made a motion to waive the reading, seconded by Tim Mayo; roll call all yea votes. Motion carries. Tim Mayo made a motion to approve the ordinance, seconded by Kelly Ault; roll call for vote, Rick White, Dennis Holten, Tim Mayo, Cole Waltner, Kelly Ault and Danen Johannes, all yea votes. Motion passed.

Approval of the Interlocal Agreement between the City of Columbus and the Stillwater County Sheriff's Office to provide dispatch services in the amount of \$82,320.00. Rick White made a motion to approve the agreement, seconded by Cole Waltner. Dennis Holten asked if the cost went up. Chief Uecker said that the cost did go up because the percentage went up. Roll call for vote, Rick White, Dennis Holten, Tim Mayo, Cole Waltner, Kelly Ault and Danen Johannes, all yea votes. Motion passed.

Approval of the appointment of Kirk Ivankovich to the City-County Planning Board term ending 12/31/27. Dennis Holten made a motion to approve the appointment, seconded by Kelly Ault; roll call for vote, Danen Johannes, Kelly Ault, Cole Waltner, Tim Mayo, Dennis Holten and Rick White, all yea votes. Motion Passed.

Approval of the appointment of Seth Russell to the City-County Planning Board term ending 12/31/27. Tim Mayo made a motion to approve the appointment, seconded by Cole Waltner; roll call for vote, Rick White, Dennis Holten, Tim Mayo, Cole Waltner, Kelly Ault and Danen Johannes, all yea votes. Motion passed.

Approval of the Franchise Agreement between the City and Nemont. Dennis Holten made the motion to approve the agreement, seconded by Cole Waltner; roll call for vote, Rick White, Dennis Holten, Tim Mayo, Cole Waltner, Kelly Ault and Danen Johannes, all yea votes. Motion passed.

Approval of revisions made to the City Personnel Policy. Tim Mayo made a motion to approve the revisions, 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.

Approval of the Professional Services Agreement for Zoning Officer. Dennis Holten made a motion to approve the agreement, seconded by Danen Johannes; roll call for vote, Rick White, Dennis Holten, Tim Mayo, Cole Waltner, Kelly Ault and Danen Johannes, all yea votes. Motion passed.

Approval of Change Order No. 1 for the Heritage Park Well Project. Dennis Holten made a motion to approve the change order, seconded by Rick White. Tim Mayo asked what went up in cost. Peyton replied it just shows a

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| | <p>breakdown of cost. Roll call for vote, Danen Johannes, Kelly Ault, Cole Waltner, Tim Mayo, Dennis Holten and Rick White, all yea votes. Motion Passed.</p> <p>Approval of Pay Application #3 for the Heritage Well Project in the amount of \$27,281.43. Cole Waltner made a motion to approve the application, seconded by Tim Mayo; roll call for vote, Rick White, Dennis Holten, Tim Mayo, Cole Waltner, Kelly Ault and Danen Johannes, all yea votes. Motion passed.</p> |
| <p>COMMENTS NOT ON THE AGENDA</p> | <p>Cole Waltner wanted to bring up lifting the fireworks ban on the 3rd and 4th of July. He wants to encourage community involvement and purchasing local. Cole mentioned that he knows there is concern about fires breaking out and it is not a good use of resources for law enforcement to restrict people in the neighborhood from lighting off fireworks. Rich Cowger said that there is no point in forcing people out of the city limits to another location with a higher potential for catching fire, but then there is still a risk of a fire starting in town. Joe Morse mentioned that there are other states where everyone will go to a specific spot to enjoy fireworks together as a community. Kirk Ivankovich said that he is all for keeping things in the community and bringing more events back to Columbus. Kirk also said there is a possible concern of garbage being left everywhere. There was talk of having a location for everyone to light off fireworks in one contained spot, such as the ball fields, for everyone to congregate in a controlled area. Ryan Addis said there will need to be an ordinance modification with readings to implement this lift.</p> |
| <p>ADJOURNMENT</p> | <p>Joe Morse requested a Motion to Adjourn. Rick White made the motion to adjourn at 7:36 p.m. seconded by Dennis Holten, roll call all yea votes.</p> |

JOSEPH MORSE II, MAYOR



CHERRIE L MCALEXANDER, CLERK-TREASURER





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

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

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

Officer Hankins has completed a weeklong DUI training in Helena and is now certified to run the intoxilyzer. When he came from MHP he was out just a few more months longer than required by state, so he had to go back to the training.

Officer Church is currently on a weeklong instructor development course in Helena; he needs so many hours to keep up on his instructor certification. Having him as an instructor with different things makes it easier for the department to conduct different training courses and we don't have to rely on other agencies.

I have submitted the paperwork to Cherrie for the 1st Phase of the shooting range. Officer Church has been trying on and off over the past year to get bids, like everything else it is hard to get anyone to call you back. Heart 7 has not only submitted a quote but has called back several times and is eager to start the project. We did get another quote that was \$8,000 from a local crew. This is so substantially low that it has to be a mix up with either another job somewhere else, or they lost all the specs, Officer Church was the one that went down with both companies and walked them through what was needed. I did not call back and ask because I have no idea what the specs or anything else is with the range. Officer Church couldn't call because he was in class all week. This was also the same company that he had been calling for almost a year trying to get a quote. I feel like they are just too busy and that is possibly where the confusion came from. This project is not going to be cheaper, and we have someone very much willing to do the work. I spoke with Peyton and he believes it to be a very good price for the amount of work that will go into it. We have already ordered bulk ammo for the new pistols and will be utilizing the range more, so it would be nice to get going on this. I remember when I gave you all the paperwork Officer Church drafted up with pics and all you were all excited and someone even stated, "Its nice someone is actually going to do something with it, other than just talk about it". If there are any questions I'm open for them, but calling more people or attempting to get another quote could ultimately cost the city more money in the long run, and I feel we would have the same luck we have been having.


Aaron Uecker



PUBLIC WORKS DEPARTMENT

May 18th Report to Council

Water

- ❖ There was a leak on the nonconforming service line currently supplying the A & M trailer court on 12th Street. This line was discovered during the installation of the fire department service line, and we repaired it and installed a curb stop as there wasn't any shut off valve previously installed. This line was a 1" service line supplying 12 individual trailers, and 3 separate homes, none of which are annexed into the city. I am working with the owner to remedy this situation as it goes against multiple ordinances as it is presently plumbed. I have informed the owner that the leak can be repaired for now but that a timeline for correcting the setup needs to be in place.
- ❖ The conduit for the SCADA reservoir transducer level was completed and is ready for the installation. This will give us precise level monitoring accuracy of the reservoir and will be monitored on the SCADA system thus enabling us to be notified immediately if the low level is reached due to a pump failure or leak.
- ❖ The broken valve on Woodbine Creek Drive was replaced.

Sewer

- ❖ Nothing new to report.

Streets/Drainage

- ❖ Due to several complaints regarding the runoff down the alley behind the new Town Pump, I have reached out to Dan Sampson the head of construction and development to rectify the situation. During plan review I had pointed out the city's desire to have the drain on the north side of E 8th Ave to be tied into their onsite storage ponds and apparently this was changed without any notice to myself. I will keep you updated on the status of the remediation of this issue.

Parks

- ❖ The Sherwood Park ditch enclosure was completed. It will be hydroseeded this week.

Other

- ❖ For review I have attached the changes regarding the language in the solid waste ordinance as approved by the solid waste committee.
- ❖ The engine of our backhoe at the shop is seized and will require a replacement. The repair estimate is \$30,000.00.
- ❖ I have attached an email update on the Mouat site from the EPA. I attended the community involvement meeting earlier today.

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)~~ **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)~~ **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 primary structure intended for human occupancy or use, including but not limited to residential, commercial, institutional, or industrial buildings, that is capable of generating solid waste. The term does not include parcels containing only accessory structures such as detached garages, storage sheds, or similar buildings that are not served by utilities and are not independently occupied.

"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, and 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. Approved containers shall not be used to serve more than one property or account.

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 waste 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 waste includes, 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 day's 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.

G. Vacancy or Non-Use Not Grounds for Exemption.

The temporary vacancy of a structure, seasonal occupancy, or the claim that little or no solid waste is generated shall not constitute grounds for exemption from solid waste collection service charges. Any property meeting the definition of developed property as set forth in Section 8.16.020 shall remain subject to such charges so long as the structure remains capable of occupancy.

(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.

Peyton,

I wanted to send you a little information on the Mouat site to keep you in the loop:

1. I expect to have the golf course soil sampling results to you by the end of May/early June.
2. Montana Bureau of Mines and Geology (MBMG) will be conducting their annual groundwater sampling event in mid to late June (based on high water tables). They will be contacting you when they figure out their schedule.
3. EPA and our contractor HGL is proposing to sample the groundwater a week after the MBMG sampling event in order to define high groundwater and chromium detections in groundwater more.
4. EPA is currently preparing a Community Involvement Plan for the site.

Please let me know if you have any questions. Thanks and I hope you are having a great sunny day over that way!

Jessica Gutting Smith
Remedial Project Manager
U.S. Environmental Protection Agency
Region 8 – Helena, MT
(406) 457-5025 (office)
(406) 438-0825 (cell)
smith.jessica.g@epa.gov



Repair Estimate

| PRIORITY CODES |
|----------------|
| 1-COSMETIC |
| 2-CONVENIENCE |
| 3-SAFETY |
| 4-MAINTENANCE |
| 5-REQUIRED |
| 6-IMPROVEMENT |

CUSTOMER NAME TOWN OF COLUMBUS DATE 5/13/2026
 MACHINE MODEL 580SN CONTACT PEYTON BROOKSHIRE
 SERIAL NUMBER NKC762287 PHONE 406-322-4424
 MACH HR
 E-MAIL director@towofcolumbus.com

| | DESCRIPTION OF REPAIR | PARTS\$ | LABOR\$ | REPAIR EST | PRIORITY | APPROVED \$ |
|-----|--------------------------|----------|---------|------------|----------|-------------|
| 1) | DIAGNOSE CONCERN | | 2350.00 | 2350.00 | | |
| 2) | TRAVEL TIME | | 423.69 | 423.69 | | |
| 3) | HAULING MACHINE | | 865.00 | 865.00 | | |
| 4) | R&R ENGINE ASSEMBLY | 16435.00 | 3975.00 | 20410.00 | | |
| 5) | INSPECT EXHAUST | | 159.00 | 159.00 | | |
| 6) | FLUIDS AND MISC ITEMS | 500.00 | | 500.00 | | |
| 7) | | | | 0.00 | | |
| 8) | | | | 0.00 | | |
| 9) | | | | 0.00 | | |
| 10) | | | | 0.00 | | |
| 11) | | | | 0.00 | | |
| 12) | HAULING BACK TO COLUMBUS | | 865.00 | 865.00 | | |
| 13) | | | | 0.00 | | |
| 14) | | | | 0.00 | | |
| 15) | | | | 0.00 | | |

| | |
|----------------------------|-----------------|
| REPAIR EST SUBTOTAL | 25572.69 |
| MISC. (Unforeseen Repairs) | 2557.27 |
| CONSUMABLES | 1079.71 |
| HAULING | |
| FREIGHT | |
| TOTAL ESTIMATE | 29209.67 |

COMMENTS:

1) SERVICE CALL TO INSPECT AND TEST, TESTING AND DIAGNOSIS IN SHOP. PERFORMED COMPRESSION TEST, HAD DIFFICULT TIME REMOVING 2 INJECTORS TO PERFORM TEST. NOTICED WEAR AND SCORING WITH CAMERA AND TEST CONFIRMED LOW COMPRESSION.
 2) TRAVEL TIME AND MILEAGE TO COLUMBUS
 3) HAULING MACHINE TO BILLINGS - NOTE 12) IF HAULING BACK TO COLUMBUS
 5) INSPECTION OF EXHAUST FILTER IF CRACKED FROM RUNNING CONCERN - HAVE NOT PERFORMED THIS TEST YET
 4) REMOVE AND REPLACE REMAN ENGINE ASSEMBLY



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

May 18, 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, I reviewed the Interlocal Agreement between the City and the Fire District. I also prepared an Ordinance to codify the non-exclusive franchise agreement that the City has entered with Nemont Communications. Continuing, I prepared an Ordinance to expand the prohibitions on motorized equipment off authorized roadways at Itch-Kep-Pe Park. I expect both ordinances to be presented to the Council for first reading at the first meeting in June.

Finally, I presented a land use discussion at the Jim Tillotson Conference on May 7, 2026, along with two other city attorneys. The discussion was focused on developing the factual record to support municipal land use decisions, including zoning and subdivision review. I was requested to participate in the discussion by the MMIA.

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

Sincerely,

Ryan C. Addis
Columbus City Attorney

May 18, 2026

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

1. Not much to report this week. Was at the annual Clerk Conference May 3-7. The conference was very productive and educational. Every year when I go to this conference I come back with new task to tackle from the education I received. Some of the new tasks are updating our fixed assed policy, doing a deeper review of our personnel policy, creating some policies that the city does not have but are needed, how to account for the newly taxable properties in the city, continuing the ADA Compliance situation, creating an MDA for the city's AFR, etc.
2. Continuing to work on the Preliminary budget for the city. There was new bill SB117 that will give the city a bit more tax revenue than what we have received in the past. The old bill 15-10-420 provided only half of the determined inflation rate (prior 3 years), the new bill allows for 100% of the determined inflation rate up to 4%.

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

SOLID WASTE COMMITTEE MEETING

May 1, 2026, 4:00 PM @ 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 |
| REPORTS OF OFFICERS | Peyton Brookshire did some work on updating the ordinance for solid waste. |
| UNFINISHED BUSINESS | Peyton put more language in the developed property portion, stating a structure containing occupancy are intended for human occupancy or use because there were questions on developed properties. This includes accessory properties such as garages or sheds, that do not have utilities set up and are not independently occupied. There were also changes made to the delinquent tax lien portion from November to June. |
| NEW BUSINESS | Committee reviewed solid waste collection frequencies and annual charges for all city parks. Peyton mentioned he had a chance to talk to a Mackenzie Disposal truck driver and found out that the Itchkeppe dumpster is only a quarter full when it is serviced. The city currently has two 4-yard dumpsters being serviced three times a week. Peyton also mentioned negotiating about who repairs broken cans between Mackenzie Disposal and City employees. Peyton mentioned they additionally found more people dumping at the wood pile on camera. Cassidy Thompson mentioned we are having a similar problem at Granite Peak Park, where people are also dumping massive amounts of personal trash in the dumpster. Peyton said that the trash issue at the airport was fixed. We ended up leaving a 3-yard dumpster at the airport terminal and we are billing county annually. Cassidy wanted to revisit the negotiation for fixing cans and if she needs to continue producing work orders for repair, but Peyton will update her when he speaks with Mackenzie Disposal. The committee agreed to servicing the Itchkeppe dumpsters from three times a week to two times a week. There was talk about changing the dumpster at Granite Peak to 96-gallon cans or changing the location of the 4-yard dumpster. Peyton wanted to review these ideas for Granite Peak with his employee that manages the parks. Peyton mentioned there are some rates that are missing in our system for multiple service days for dumpsters, Cassidy confirmed there may only be about one or two missing. |
| COMMENTS NOT ON THE AGENDA | None |
| ADJOURNMENT | Cassidy made a motion adjourn the meeting, seconded by Rick; roll call all yea votes. Meeting was over at 4:21 pm |

ORDINANCE NO. 373

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUMBUS, MONTANA, CHANGING REGULAR MEETING TIME FROM 7:00P.M. TO 6:30P.M.

WHEREAS, the City Council has determined that it is appropriate to change the time for the commencement of regular City Council Meetings from 7:00p.m. to 6:30p.m.; and

WHEREAS, Public Notice of the City Council's intent to hold a public hearing on May 4, 2026, at 7:00 p.m. on the final adoption of the proposed Ordinance to change the regular meeting time from 7:00p.m. to 6:30p.m. was published in the Stillwater County News on April 23 and 30, 2026; and

WHEREAS, the City Council held a public hearing on changing the time for the commencement of the regular City Council Meetings from 7:00 p.m. to 6:30 p.m. on May 4, 2026;and

WHEREAS, the City Council has duly considered any public comments on the proposed time change for the commencement of the regular City Council Meetings;

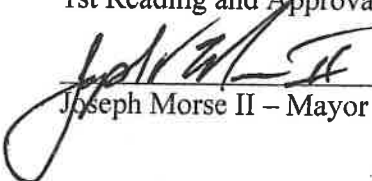
NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Columbus, Montana, SECTION 2.04.060 of the Columbus Municipal Code is hereby amended to read as follows:

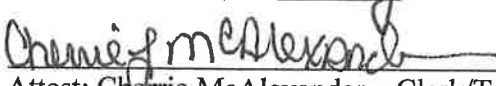
2.04.060 Meetings called to order.

The council shall convene and be called to order by the mayor, or in his absence, by the president of the council, and in the absence of both the mayor and the president of the council, by the senior councilman present, at six-thirty p.m. and the clerk shall proceed to call the roll and record in the minutes the names of all members present and announce whether or not a quorum is present.

1st Reading and Approval:

DATED this 4th day of May, 2026.


Joseph Morse II – Mayor


Attest: Cherrie McAlexander – Clerk/Treasurer

2nd Reading and Approval:

DATED this _____ day of _____ 2026.

Joseph Morse II – Mayor

Attest: Cherrie McAlexander – Clerk/Treasurer

This Ordinance shall become effective thirty (30) days after its passage and approval.



**THIRD EXTENSION OF INTERLOCAL AGREEMENT
CITY OF COLUMBUS-COLUMBUS RURAL FIRE DISTRICT #3**

This Interlocal Agreement is made and entered into this ____ day of _____, 2026 (“Effective Date”), by and between the City of Columbus, a political subdivision of the State of Montana, P.O. Box 549, Columbus, Montana 59019 (“City”), and the Columbus Rural Fire District #3, a political subdivision of the State of Montana, P.O. Box 285, Columbus, Montana 59019 (“District”).

RECITALS

- A. The City and the District entered an Interlocal Agreement which was effective July 1, 2011, through June 30, 2014.
- B. The City and the District later entered an Extension of Interlocal Agreement which extended the original Interlocal Agreement from July 1, 2014, through June 30, 2017.
- C. After June 30, 2017, despite not entering either another written extension or renewed agreement, the City and the District continued mutually operating under the original Interlocal Agreement as if its terms and conditions were still in effect through Fiscal Year 2023-2024.
- D. The City and the District entered a one-year extension of the original Interlocal Agreement for Fiscal Year 2024-2025.
- E. The City and the District desire to extend the term of the original Interlocal Agreement through Fiscal Year 2025-2026.
- F. The City and District further desire to negotiate and enter into an updated interlocal agreement which will become effective after Fiscal Year 2026-2027.

NOW, THEREFORE, it is mutually agreed as follows:

- 1. The terms of the original Interlocal Agreement shall be extended from July 1, 2026, through June 30, 2027, subject to earlier termination as provided in Paragraph 2 of the original Interlocal Agreement.
- 2. The funding to be paid to the District by the City under Paragraph 3 of the original Interlocal Agreement for the period of July 1, 2026, through June 30, 2027, shall be One Hundred Fifty-Two Thousand Dollars, Eight Hundred Eighty and Zero Cents (\$152,880.00).

REST OF PAGE INTENTIONALLY LEFT BLANK

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

CITY OF COLUMBUS, MONTANA

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

ATTEST:

BY:

Cherrie McAlexander, City Clerk-Treasurer

Joseph Morse II, Mayor

(SEAL)

Approved as to form and content:

Ryan Addis, City Attorney

COLUMBUS RURAL FIRE DISTRICT #3

APPROVED by the District Board of Trustees on the ____ day of _____, 2026, authorizing the Chairperson to execute the Agreement.

BY:

Curt Robbins, Chair
Board of Trustees

RESOLUTION 895-2026

A RESOLUTION OF THE CITY OF COLUMBUS AMENDING THE FIXED ASSET POLICY

WHEREAS, the City of Columbus has a Fixed Asset Policy established in 1993 and amended in 2000; and

WHEREAS, the city's auditors are recommending the Fixed Asset Policy be reviewed and updated.

NOW, THEREFORE BE IT RESOLVED that the Fixed Asset Policy be amended as follows:

FIXED ASSET POLICY

This policy establishes the criteria to capitalize capital assets. A capital asset is property that meets all the following requirements:

- (1) Must be tangible in nature,
- (2) Must have a life expectancy of five (5) years or greater,
- (3) Must be of significant value.

Assets that are to be capitalized will be carried on the Capital Assets Accounts of the City of Columbus and if required, depreciated.

The following values will be used for determining when to capitalize capital assets:

| <u>Class of Fixed Asset</u> | <u>Capitalize</u> |
|-----------------------------------|-------------------|
| Equipment and Machinery | \$10,000 |
| Improvements and Buildings | \$15,000 |
| Improvements Other Than Buildings | \$10,000 |
| Infrastructure | \$25,000 |
| Land | All |

Capital Assets will be depreciated, with calculations based on a straight-line method. Land is not depreciated. Useful life of an asset will be determined by (a) general guidelines obtained from professional or industry organizations, (b) information for comparable assets of other governments, or (c) internal information. Also, consider an asset's current condition (new, used, etc.), the quality of the asset, or how the asset will be used when estimating its useful life.

The useful life of the assets will be as follows:

| <u>Class of Fixed Asset</u> | <u>Useful Life</u> |
|-----------------------------------|--------------------|
| Equipment and Machinery | 5-20 Years |
| Buildings | 20-50 Years |
| Improvements Other Than Buildings | 10-50 Years |
| Infrastructure | 5-100 Years |

This policy will begin with FY 2026-2027. Any and all resolutions, rules or regulations, policies, or parts thereof, of the City of Columbus which conflict with this policy are hereby rendered of no further effect or validity.

PASSED by the Council and approved by the mayor on this 18th day of May 2026.

Joseph Morse II, Mayor

Attest: Cherrie L. McAlexander, Clerk Treasurer

SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement is entered into this ____ day of _____, 2026, by and between the City of Columbus, a Municipal Corporation, of PO Box 549, Columbus, MT 59019, hereinafter referred to as “the City” and Columbus School District No. 6, of 433 North 3rd Street, Columbus, MT 59019, hereinafter referred to as “the District”.

RECITALS

1. The District has proposed that the City assign a City Police Officer as School Resource Officer (hereinafter referred to as “SRO”) to the Columbus Elementary, Middle and High Schools.
2. The City is agreeable to assigning a City Police Officer as SRO, subject to the terms and conditions of this Agreement.

In consideration of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

1. **Term:** The term of this Agreement shall commence August 26, 2026, and terminate May 21, 2027.
2. **Employment Status of SRO:** The SRO shall be an employee of the City and shall be subject to its control and supervision.
3. **Costs:** The District’s costs under this Agreement shall not exceed the sum of \$40,000.00 for the school year during the term of this Agreement without the prior written approval of the District. The amount shall be divided into (9) equal payments and shall begin on September 15, 2026, and be payable by the 15th day of each month thereafter through May 15, 2027. The District at its expense shall provide a private office, office furnishings and supplies, telephone, and computer access to the SRO for his/her use in the schools. The City at its expense shall provide any required police equipment, including radio and vehicle.
4. **Role of SRO:**

The role of the SRO shall include, but not be limited to, the following:

 - a. Enforcement of criminal statutes, law related education, and mentoring students.
 - b. Work with school administrators regarding tobacco, alcohol, drug, truancy, bullying, and safety and security issues in the schools.
 - c. Perform full range of Police Officer duties in the schools and adjacent areas.
 - d. Patrol school functions such as home football games, basketball games, playoff games, or other school-related functions involving large crowds.

- e. Attend and speak at public meetings when topic involves school law enforcement.
 - f. Perform such other assignments as may be requested by the District and approved by the City Police Chief.
5. **Time and Performance:** The SRO's work schedule and assignments shall be subject to the approval of the City Police Chief. The SRO shall be assigned to be on duty at the school from 8:00 a.m. until 4:00 p.m. each school day for 5 (five) days during any given week that school is in session. If the SRO attends school functions (as defined in Paragraph 4.d. above) outside normal duty hours of 8:00 a.m. to 4:00 p.m., then the SRO must flex his/her hours at the school accordingly, so the SRO does not exceed working 40 hours per week at the school. The District understands that there may be times when the SRO may not be available for duty at the schools due to City law enforcement activities, court appearances, or the SRO being on leave.
6. **Modification; Entire Agreement:** No modification of this Agreement shall be valid or binding unless the modification is in writing, duly dated and signed by both parties. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written Agreement shall be valid or binding.

CITY OF COLUMBUS

_____ Date: _____
 Joseph Morse II, Mayor

ATTEST:

_____ Date: _____
 Cherrie L McAlexander, City Clerk-Treasurer

COLUMBUS SCHOOL DISTRICT NO. 6

By: _____ Date: _____
 Title: _____

**CITY OF COLUMBUS
SPECIAL USE PERMIT QUESTIONNAIRE**

Name of Event: Street Dance

Name of City Park or ROW Requested: Diamond Street

Event Date(s): MAY 29, 2020

Set-Up Time: 4:00 pm Clean-Up Time: 11:00 pm Total Hours: 7

Estimated Number of People Expected: 150

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: Palladium Draughthaus

Contact Name: JOE MORSE

Address: 601 Quarry St

City: Columbus State: MT Zip Code: 59019

Preferred Phone Number: 406 223 3035

Email Address: joe@pd46brewing.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.

HOSTING 2 BANDS FOR STREET DANCE IN
CONJUNCTION WITH BALLOON RALLY

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

BETWEEN PIKE AND 1ST ST NORTH TO
BE CLOSED TO VEHICLES

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

N/A

Street closures/parking restrictions requested, if any:

DIAMOND ST BETWEEN PIKE & 1ST ST.

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

Traffic cones or barricades

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:

Joseph V Morse II
Applicant's Signature

4/30/26
Date

Joseph V Morse II
Applicant's Printed Name

Chernofm...
Received by (City Representative)

5-1-26
Date

**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

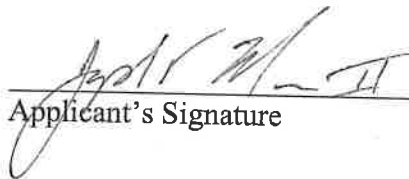
this Special Use Permit, and Applicant shall so conduct its activities so as not to interfere with other such unrelated activities.

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

4/30/26
Date

Joseph V. Morse
Applicant's Printed Name


Received by (City Representative)

5-1-26
Date

**CITY OF COLUMBUS
SPECIAL USE PERMIT QUESTIONNAIRE**

Name of Event: Beartooth Days

Name of City Park or ROW Requested: Heritage Park

Event Date(s): Saturday, June 27th 2026

Set-Up Time: 10:00am Clean-Up Time: 7:00pm Total Hours: 9 hours

Estimated Number of People Expected: 150

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: Beartooth Bible Church

Contact Name: Laura Viera

Address: 55 Centennial Rd

City: Columbus State: MT Zip Code: 59019

Preferred Phone Number: 406-696-9708

Email Address: Soberwomen31@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.

Please see attached -
- large area to the west of the pool with
access to electrical

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

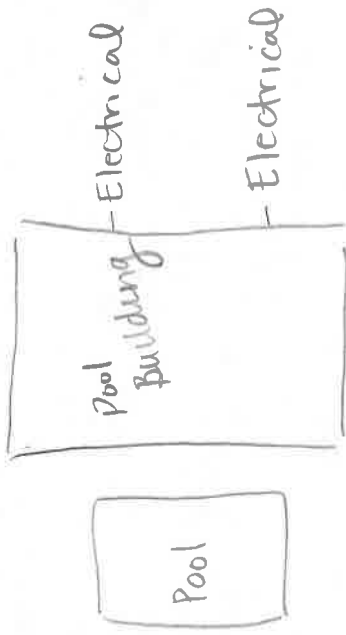
N/A

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

Speakers, guitar, microphone, possible generator
if needed

Street closures/parking restrictions requested, if any:

N/A



Flat area in park
for set up of bouncy
houses, popcorn machine,
cotton candy, snow cones
and grills for cooking
Area big enough for 100-150 people

Fence where
Construction/digging taking place

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

Trash containers if none already on-site

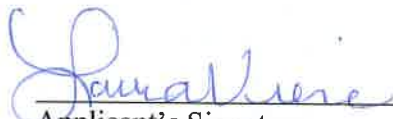
Please submit on a separate sheet of paper a Traffic Control Plan and include the following:

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

N/A


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

We will ensure everything in the park looks like it did before the event. Church members and Mission team will clean up


Applicant's Signature

05/04/2026
Date

Laura Viera
Applicant's Printed Name


Received by (City Representative)

5-8-26
Date

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

Policy: A Special Use Permit is required 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

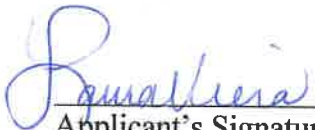
this Special Use Permit, and Applicant shall so conduct its activities so as not to interfere with other such unrelated activities.

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

05/04/2026
Date

Laura Vieira
Applicant's Printed Name


Received by (City Representative)

5-8-26
Date

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

Name of Owner/Operator: Beartooth Bible Church
Physical Address: 55 Centennial Rd - Columbus, MT 59019
Mailing Address: PO Box 447, Columbus, MT, 59019
Telephone Number: 406.290.5046 Laura Viera 406.694.9708

1. Owner/Operator 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. Owner/Operator agrees to indemnify, protect, defend, save and hold harmless the City of Columbus, its officers, employees, agents and volunteers from and against any and all liability, claims, suits and causes of action for death or injury to persons, or damage to property, resulting from intentional or negligent acts, errors, or omissions of the Owner/Operator arising out of the setup, use, or operation of the bounce house, or other inflatable play equipment, or resulting from any violation of federal, state or municipal law or ordinance, the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Owner/Operator, which occurs related to the setup, use or operation of the bounce house, or other inflatable play equipment.
4. 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.
5. 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.

6. The site for the installation of the inflatable play equipment must be approved by the Director of Public Works.

Owner/Operator has read and accepts the above conditions.

Dated this 04th day of May, 20 26.

Owner/Operator's Name: Laura Vera

Signature of Owner Operator: Laura Vera

SPECIAL USE PERMIT

Denied _____;

Granted _____; Subject to compliance with above conditions and any additional conditions stated below:

ADDITIONAL CONDITIONS:

City Clerk

Date: _____

Director of Public Works

Date: _____

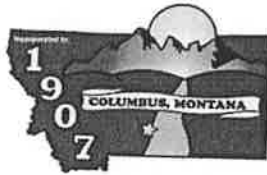


PUBLIC WORKS CONSTRUCTION AGREEMENT

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 Heart 7 Enterprises (referred to hereinafter as the "Contractor").

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 Contractor as an independent contractor to perform the public works as described in the Scope of Work attached hereto as Exhibit A, which is incorporated by reference as part of this Agreement.
2. **Effective Date:** This Agreement is effective upon the date of its execution and will terminate on the 18th day of May, 2027. The Parties may extend this Agreement in writing prior to its termination.
3. **Scope of Work:** The Contractor will perform the public works in accordance with the specifications and requirements of the Scope of Work (see Exhibit A).
4. **Payment:** The City agrees to pay the Contractor Seventy four thousand one hundred dollars (\$74,100.00) for the work as described in the Scope of Work. If the work lasts longer than one (1) month, the Contractor may request monthly progress payments as follows:
 - a. After the commencement of work, the Contractor may request monthly progress payments by applying for Payment to the City during each successive calendar month, with a copy to the City's architect or engineer (if applicable). The Application for Payment must be made in the form provided by the City and based upon the actual or estimated percentage of work completed and materials supplied for the work prior to the date of the Application and shall be filled out and signed by the Contractor. The Contractor shall attach all supporting documents to the Application, including certified payroll records and receipts, to verify that the work claimed in the Application has been completed. Only one Application for Payment may be submitted each calendar month.



- b. Beginning with the second Application for Payment, each Application shall also include an affidavit signed by the Contractor stating that all previously monthly progress payments received have been applied on account to discharge the Contractor's obligations associated with the prior Applications for Payment.
- c. The City and its architect or engineer shall promptly review all applications for payment and, within twenty-one (21) days after receipt of each Application for Payment, determine whether a progress payment should be disapproved in whole or in part. An Application for Payment is considered to have been received when it is submitted to the City's Liaison, the Chief of Police and is considered approved unless prior to the expiration of the 21-day period the City or its architect or engineer provides the Contractor with a written statement containing specific items that are being disapproved. A progress payment, or any portion thereof, may be disapproved upon a claim of: (1) unsatisfactory job progress; (2) failure to remedy defective construction work or materials; (3) disputed work or materials; (4) failure to comply with material provisions of this Agreement, drawings, plans, specifications for the work, or other required documents, including but not limited to, payroll certifications, insurance coverage, bonding, lien releases, warranties, material certifications, and test data; (5) failure of the Contractor to make timely payment for claims including, but not limited to claims for labor, equipment, materials, subcontracts, taxes, fees, professional services, rent, and royalties; (6) damages to the City; (7) the existence of reasonable evidence that the Agreement cannot be completed for the unpaid balance of the Agreement's payment; and (8) the Contractor's non-compliance with applicable federal, state, and local laws, rules, and ordinances.
- d. The City will furnish the Contractor with a written statement specifying a reason for disapproval that is listed in subsection (c) for which approval of the Application for Payment, or a portion thereof, is being withheld. If the City disapproves only a portion of an Application for Payment, the remainder of the Application is considered approved.



5. **Retainage:** The City shall retain five percent (5%) of the total amount of compensation to be paid to the Contractor to ensure compliance with the terms and conditions of this Agreement as well as the timely completion of the Scope of Work and any "punch list" items (referred to hereinafter as the "Retainage Amount"). At all times, the City shall retain no less than One Thousand Dollars (\$1,000.00) until termination of this Agreement. The Retainage Amount shall be paid to the Contractor upon the City's final approval of the Scope of Work and agreement that all work required to be performed is complete and satisfactory to the City. This provision does not prevent the Contractor from seeking withdrawals of the Retainage Amount more than One Thousand Dollars (\$1,000.00) as provided for under Section 18-1-301, Montana Code Annotated.
6. **Additional Services:** Any alteration or deviation from the described work which involves additional costs or expenses will be permitted only upon written request from the City to the Contractor and will become an extra charge over and above the contract price. The Parties must mutually agree upon any extra charges in writing.
7. **Independent Contractor Status:** The Parties agree that the Contractor is an independent contractor for the purposes of this Agreement and is not considered a City employee for any purpose. The Contractor 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 Contractor is not authorized to represent the City or otherwise bind the City in any dealings with the Contractor and any third parties.

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

The Contractor shall furnish the City with copies showing one of the following: (1) proof of registration as a registered contractor under Title 39, Chapter 9, Montana Code Annotated; (2) a binder for workers' compensation coverage by an Insured licensed and authorized to provide workers' compensation insurance in the State of Montana; or (3) proof of exemption from workers' compensation granted by law for independent contractors.



- 8. Indemnification; Insurance; Bonds:**
- a. To the fullest extent permitted by law, the Contractor 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 Contractor's performance of this Agreement and the Contractor's work on the Scope of Work or any related work of any subcontractor or supplier to the Contractor.
 - b. The Contractor 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 Contractor shall provide the City with proof of such insurance coverage with this Agreement. The Contractor 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 Contractor's performance of this Agreement. The Contractor shall further notify the City within two (2) business days of the Contractor's receipt of notice that any required insurance coverage will be terminated or the Contractor's decision to terminate any required insurance coverage for any reason.
 - c. The Contractor shall maintain those security guarantees as set forth on Exhibit C (Required Bonds), which is attached hereto.
- 9. Warranty:** The Contractor warrants that all services and work will be performed in a good and workmanlike manner. The Contractor further acknowledges that it will be liable for any breach of this warranty for the greater of a period of one (1) year from the time services are completed or any warranty described in the Scope of Work. The warranty shall survive the termination of this Agreement.
- 10. Compliance with Laws:** The Contractor agrees to comply with all local, state, and federal laws, ordinances, rules, and regulations, including any safety rules, codes, or provisions of the Montana Safety Act in Title 50, Chapter 71, Montana Code Annotated.



11. Labor Preferences and Prevailing Wages:

- a. For purposes of prevailing wage requirements, the project under the Scope of Work is considered Highway Construction. The applicable Montana or Federal Prevailing Wage Rates for this type of project are attached hereto as Exhibit D.
- b. The Contractor shall post a legible statement of all wages and fringe benefits to be paid to the Contractor's employees and the frequency of such payments (e.g., hourly wage employees shall be paid weekly). Such posting shall be made in a prominent and accessible location at the site of the project and shall be made no later than the first day of work. Such posting shall be removed only upon the final completion of the Scope of Work and the termination of this Agreement.
- c. In performing the terms and conditions of this Agreement and the project work, the Contractor shall give preference to the employment of bona fide Montana residents, as required by Section 18-2-403, Montana Code Annotated, and as such term is defined by Section 18-2-401(1), Montana Code Annotated, and the Administrative Rules of Montana, including (but not limited to) A.R.M. 24.17.147, obliging the Contractor to hire fifty percent (50%) bona fide Montana residents, excluding projects involving the expenditure of federal aid funds or where residency preference laws are specifically prohibited by federal law. When making assignments of work, the Contractor shall use workers both skilled in their trade and specialized in their field of work for all work to which they are assigned.
- d. Pursuant Sections 18-2-403 and 18-2-422, Montana Code Annotated, the Contractor shall pay wages, benefits, and expenses as set forth herein. The Contractor shall pay all hourly wage employees on a weekly basis. Violation of the requirements may subject the Contractor to the penalties as set forth in Section 18-2-407, Montana Code Annotated. The Contractor shall maintain payroll records and provide certified copies to the City. The Contractor shall maintain such payroll records during the term of this Agreement (including any extensions of the same), the court of the work on the project, and for a period of three (3) years following the date of final completion of the project and termination of this Agreement.



12. Nondiscrimination: The Contractor agrees that all hiring of persons performing this Agreement will be based on merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by local, state, or federal law.

13. 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:

**Aaron Uecker
Chief of Police
P.O. Box 549
Columbus, MT 59019**

Contractor:

Heart 7 Enterprises **Owner**
Isaac Cookingham
11 Gates Rd. Columbus, MT 59019 **Address**

15. Liaisons: The City's designated liaison with the Contractor is the Chief of Police.

The Contractor's designated liaison with the City of Columbus is: Isaac Cookingham



16. 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.

17. 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.

18. Binding: The City and the Contractor 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 Contractor, as well as their partners, successors, assigns, and legal representatives.

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

20. 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.

21. 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 of Columbus and the Contractor 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

By: Aaron Uecker
Aaron Uecker, Chief of Police

Date: 05.18.2026

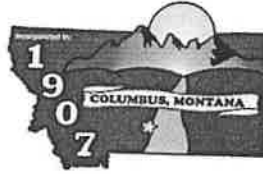
CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____



ATTEST:

Cherrie McAlexander, City Clerk-Treasurer

(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.**

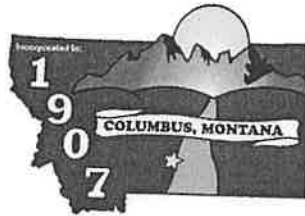


EXHIBIT A SCOPE OF SERVICE

Scope of Work – Phase 1 Columbus Police Shooting Range Project

1. Project Overview

The Contractor shall furnish all labor, equipment, and incidentals necessary to perform project

The project Includes Road relocation, resurfacing the range. Parking Area, Restructuring the back stop with placement of tires/Target structures .

2. Materials (Owner Supplied)

The Contractor Is responsible for:

- Coordination of material delivery and staging
- Inspection of materials upon delivery
- Notifying the City of any damaged or missing materials prior to installation

3. Site Preparation

The Contractor shall:

- Mobilize all necessary equipment to the project site
- Implement erosion and sediment control measures as needed

4. Final Grading and Surface Restoration

- Place topsoil over completed installation
- Grade surface to match existing surrounding elevations
- Remove excess material and debris from site

5. Quality Control and Inspection

- All work is subject to inspection by the City
- Any work not meeting specifications shall be corrected at Contractor's expense

6. Cleanup and Demobilization

- Remove all equipment, temporary controls, and construction debris
- Restore disturbed areas to a clean and stable condition
- Leave site in a condition acceptable to the City

7. Contractor Responsibilities

The Contractor is responsible for:

- All labor, equipment, and means/methods
- Jobsite safety and compliance with applicable regulations
- Protection of existing utilities and infrastructure
- Repair of any damage caused during construction
- Maintaining proper drainage during construction operations

Unsuitable Material and Differing Site Conditions

If the Contractor encounters subsurface or physical conditions at the site that differ materially from those ordinarily encountered or that are unsuitable for the installation of the culvert, including but not limited to soft soils, organics, excessive groundwater, buried debris, or unstable trench conditions, the Contractor shall immediately cease work in the affected area and notify the City.

The City will evaluate the condition and determine the appropriate corrective action, which may include over-excavation, subgrade stabilization, additional bedding material, geotextile installation, or other measures.

No additional work related to unsuitable material shall proceed without written authorization from the City.

If such conditions result in additional work beyond the original scope, an equitable adjustment in contract price and/or time may be made through a written change order.

Failure to notify the City prior to proceeding with corrective work may result in denial of additional compensation for that work.



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.**

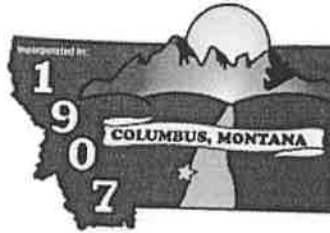


EXHIBIT C REQUIRED BONDS

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 persons 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:

\$74,100.00 the security must further designate that said amount is payable to the City of Columbus.

MONTANA
PREVAILING WAGE RATES FOR HIGHWAY CONSTRUCTION SERVICES 2025

Effective: *January 11, 2025*

*Greg Gianforte, Governor
State of Montana*

*Sarah Swanson, Commissioner
Department of Labor & Industry*

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ESD at erd.dli.mt.gov/labor-standards or contact:

Employment Standards Division
Montana Department of Labor and Industry
P. O. Box 8011
Helena, MT 59604
Phone 406-444-6543

The department welcomes questions, comments, and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.

MONTANA PREVAILING WAGE REQUIREMENTS

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (MCA), has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the internet at erd.dli.mt.gov/labor-standards or by contacting the department at (406) 444-6543.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at erd.dli.mt.gov/labor-standards or contact the department at (406) 444-6543.

SARAH SWANSON
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication January 13, 2025

B. Definition of Highway Construction

The Administrative Rules of Montana (ARM), 24.17.501(3) – (3)(b), states “Highway construction projects include, but are not limited to, the construction, alteration, or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, and parking areas, bridges constructed or repaired in conjunction with highway work, and other similar projects not incidental to building construction or heavy construction.

Highway construction projects include, but are not limited to, alleys, base courses, bituminous treatments, bridle paths, concrete pavement, curbs, excavation and embankment (for road construction), fencing (highway), grade crossing elimination (overpasses or underpasses), guard rails on highways, highway signs, highway bridges (overpasses, underpasses, grade separation), medians, parking lots, parkways, resurfacing streets and highways, roadbeds, roadways, runways, shoulders, stabilizing courses, storm sewers incidental to road construction, street paving, surface courses, taxiways, and trails.”

C. Definition of Public Works Contract

Section 18-2-401(11)(a), MCA defines “public works contract” as “...a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000...”.

D. Prevailing Wage Schedule

This publication covers only Highway Construction occupations and rates in the specific localities mentioned herein. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Building Construction, Heavy Construction and Nonconstruction Services occupations can be found on the internet at <https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates/> or by contacting the department at (406) 444-6543.

E. Rates to Use for Projects

ARM, 24.17.127(1)(c), states “The wage rates applicable to a particular public works project are those in effect at the time the bid specifications are advertised.”

F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:

- “(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.
- (2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.

(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.”

G. Fringe Benefits

Section 18-2-412, MCA states:

"(1) To fulfill the obligation...a contractor or subcontractor may:

(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;

(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or

(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.

(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor."

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

H. Dispatch City

ARM, 24.17.103(11), defines dispatch city as *"...the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Miles City, Missoula and Sidney."*

I. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(25), defines zone pay as *"...an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job."* See section H above for a list of dispatch cities.

J. Computing Travel Benefits

ARM, 24.17.103(23), states *" 'Travel pay,' also referred to as 'travel allowance,' is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee's home, whichever is closer, to the center of the job."* See section H above for a list of dispatch cities.

K. Per Diem

ARM, 24.17.103(19), states *" 'Per diem' typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer."*

L. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, Section 18-2-416(2), MCA states *"...The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract."* Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate journey level prevailing wage rate when working on a public works contract.

M. Posting Notice of Prevailing Wages

Section 18-2-406, MCA, provides that contractors, subcontractors, and employers who are "...performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees."

N. Employment Preference

Sections 18-2-403 and 18-2-409, MCA require contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

O. Projects of a Mixed Nature

Section 18-2-418, MCA states:

"(1) The contracting agency shall determine, based on the preponderance of labor hours to be worked, whether the public works construction services project is classified as a highway construction project, a heavy construction project, or a building construction project.

"(2) Once the project has been classified, employees in each trade classification who are working on that project must be paid at the rate for that project classification"

P. Occupations Definitions

You can find definitions for these occupations on the following Bureau of Labor Statistics website:

http://www.bls.gov/oes/current/oes_stru.htm

Q. Welder Rates

Welders receive the rate prescribed for the craft performing an operation to which welding is incidental.

R. Foreman Rates

Rates are no longer set for foremen. However, if a foreman performs journey level work, the foreman must be paid at least the journey level rate.

TASK ORDER NUMBER THIRTY-SIX (36)

AGREEMENT TO FURNISH ENGINEERING, FUNDING ADMINISTRATION, & CONSTRUCTION ADMINISTRATION SERVICES

TO THE CITY OF COLUMBUS, MONTANA

For

COLUMBUS POOL REHABILITATION

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

OVERVIEW:

The City of Columbus has secured funding assistance via a Land & Water Conservation Fund Recreation Grant for the rehabilitation of the existing inground swimming pool and the City has committed the necessary matching funds (50%) as required by the Grant. A walkthrough of the facility was conducted, and a Preliminary Engineering Review report was prepared in May of 2025. This Task Order encompasses design considerations for the long-term recommendations outlined in said report which consist of new pool main drains, exterior circulation piping replacement, new stainless-steel gutter, new PVC membrane liner, and replacement of the concrete deck and fence.

ARTICLE 1. SCOPE OF SERVICES

This Scope of Services outlines the necessary Tasks to complete the design, bidding, funding administration, and construction administration activities associated with the Columbus Pool Rehabilitation project. A detailed breakdown of the individual Tasks and Services included is as follows:

TASK 100 – SCHEMATIC DESIGN (30% PLANS)

Specific activities by Consultant associated with this Task include:

- Evaluate the master plan and review the existing facility.
- Site investigation into land and utilities in proximity to the pool and the mechanical conditions and pool measurements during the spring cleaning.
- A one-call locate will be submitted and locations of marked utilities in the immediate project area will be included on a base map. The project site and immediate area will be surveyed.
 - The accuracy of the basemap will be limited to the accuracy of the locates.
 - Any sewer depths will be obtained without confined space entry. Thus, the accuracy of the depths shall be limited to an above grade measurement.
- Prepare the aquatic base drawing with the various components to be addressed in the final

- design based on the Project Team input.
- Prepare the general outline of the aquatic components.
 - Coordinate with the Project Team to collaboratively determine the preferred aquatics component layout and advance to the Design Development Phase.

Deliverables

- Preliminary outline of aquatic components for Owner review.

Owner Responsibilities

- Review and provide comments and/or concurrence with submitted deliverables.

TASK 200 – DESIGN DEVELOPMENT (60% PLANS)

Specific activities by Consultant associated with this Task include:

- Determine pool component space requirements. Determine bather movement and staging area requirements.
- Finalize the preliminary concrete deck and fence footprint of the aquatic facility rehabilitation. Finalize the exterior recirculation piping, main drain replacement, new stainless-steel gutters, and PVC membrane liner installation.
- Design review with Owner and Project Team to advance to Construction Document Development.
 - This will occur with up to two video meetings with the Project Team.

Deliverables

- Design Development (60%) Plans

Owner Responsibilities

- Attend 60% Plan Review Meeting
- Review and provide comments and/or concurrence with submitted deliverables

TASK 300 – CONSTRUCTION DOCUMENTS (90-100% PLANS) & SOLICITATION OF BIDS

Specific activities by Consultant associated with this Task include:

- Develop the plan sheets for the supply, return and fill piping, the swimming internal drainage plan, the deck and fence layout and stainless-steel gutter components.
- Develop details for the pool deck, structures, winterization, and swimming pool concrete details.
- Prepare the Construction Specifications (CSI format) and Plans for the aquatic components for inclusion in the bid documents.
- Complete the State of Montana Swimming Pool and Spa checklist for the pool and submit to DPHHS on behalf of the Owner for review. The checklist is the basis to outline pool rule compliance of the various swimming pool components. The checklist submittal will include the plan and specifications to address the pool piping, filtration, recirculation, swimming pool geometry, and chemical feed systems.
- Provide construction cost estimate and review with the Project Team.
- Provide plans and technical specifications for bidding documents based on the final revisions after the follow-up CD review.

- Prepare Advertisement (Ad) for Bid, open bids and read aloud. Prepare tabulation of bids received, evaluate bids for compliance with project plans and specifications, check references of lowest responsive and responsible bidder and make a recommendation to the Owner for award of contract.
- Provide responses for bidder questions to the Team and for inclusion in addendums as necessary.

Deliverables

- Construction Documents (90% Plans & Specifications)
- Engineer's Opinion of Probable Costs

Owner Responsibilities

- Review and provide comments and/or concurrence with submitted deliverables

TASK 400 – FUNDING ADMINISTRATION

Specific activities by Consultant associated with this Task include:

- Annual reports will be submitted to LWCF as required by the contract agreement.
- Attend any onsite monitoring meetings via phone.
- Prepare reimbursement packets for the City Council's review and approval.
- Oversee the project budget and update the budget with the awarded bid amount and any change orders from the contractor approved by the City.
- Act as a liaison between the City and MT Fish, Wildlife, and Parks, Land, Conservation, Water Program.

TASK 500 – CONSTRUCTION ADMINISTRATION/OBSERVATION

Specific activities by Consultant associated with this Task include:

- Provide construction administration/observation services such as attending the preconstruction meeting, provide limited onsite observation of construction work, reviewing testing reports, preparing observation reports, reviewing contractors pay applications, RFIs and change orders, conducting a final project walk through, punch lists preparation and construction close out report.
- Onsite construction observation is proposed to be done with five (5) trips of eight (8) hours per trip during major construction milestones, such as but not limited to: pipe excavation/installation, subgrade preparation, concrete work, and testing.
- Record drawings are prepared in part by information provided by others and therefore the Engineer shall not be held responsible for material departures from "as constructed" conditions. One electronic copy of the complete final set of record drawing documents will be delivered.
- Substantial change orders requested by the city may result in additional services and fees.
- Compile Operations and Maintenance Manuals from Contractor furnished information.
- Attend up to twelve (12) meetings (via video) to provide project status reports and updates.
- Construction management services shall be provided per the attached hourly rate schedule and billed monthly.
- Eleven-month warranty walk through, including one visit to the site post construction to develop a list of items to be addressed by the Contractor.

TASK 600 – ADDITIONAL SERVICES

Recognizing that time can be of the essence, the Owner and Engineer agree that a preapproved budget for additional services is beneficial to keep the project moving. Additional services that may be requested by the Owner shall be provided at the Engineer's hourly rate schedule in effect at the time of request. The additional services can be requested by the Owner or Owner's designated representative. An amount of \$5,000 has been budgeted for *Additional Services* and can be used for activities not specifically noted above and will be confirmed in writing prior to use. This budget may or may not be used during the project.

CLARIFICATIONS

The following items are excluded from this Scope of Services:

- Materials sampling and testing including asbestos testing for disposal purposes.
- Storm sewer or stormwater management recommendations. This includes ground water mitigation plans and final pool water disposal source.
- Water and/or sewer main/service capacity analysis or design.
- Any construction staking of project components.
- Legal survey and exhibits and research into property title.
- Redesign/Value Engineering/Rebid efforts due to significant changes to the design after 90% review or following the construction bid opening.
- Bidding of additional construction phases.
- Fees related to observing the Contractor to address warranty deficiency remediation.
- Permit fees.
- Fees for the publishing of the advertisement for bid, DPHHS Review, and building code reviews.
- Subsurface investigation and geotechnical report.
- Electrical system review and/or design.
- Flood elevation certificates.
- Traffic study or construction traffic control.
- Graphic design exhibits for marketing purposes.
- Customized Operation and Maintenance Manual preparation.
- Site visits for operator training.

ARTICLE 2. ATTACHMENTS

The following attachments are included with and made a part of this Task Order No. 36:

1. Interstate Engineering Schedule of Rates

ARTICLE 3. SCHEDULE

Upon Task Order execution, Work associated with the Scope of Services will begin immediately. Tasks 100-300 have an anticipated completion date of four (4) months following reception of an executed Task Order. Tasks 400-600 are dependent upon the construction schedule, but are estimated to be complete in Summer 2027 with the exception of the 11-month warranty walkthrough activity.

ARTICLE 4. COMPENSATION

BUDGET

Services and administrative tasks associated with Tasks 100-400 of this Task Order will be performed on a Lump Sum basis. Services and administrative tasks associated with Tasks 500-600 of this Task Order will be performed on an Hourly basis and invoiced per the Consultant's current Schedule of Rates at the time of which Services are performed. Consultant's Schedule of Rates are typically updated at the beginning of the calendar year at which time an updated Schedule will be provided, upon request.

The estimated cost of these Services as outlined above is:

| | | |
|---------------------------------|--------------------------|------------------|
| | Task 100 | \$7,500 |
| | Task 200 | \$16,500 |
| | Task 300 | \$38,000 |
| | Task 400 | \$5,000 |
| (Design/Funding Administration) | <u>Lump Sum Subtotal</u> | <u>\$67,000</u> |
| | Task 500 | \$45,000 |
| | Task 600 | \$5,000 |
| (CA/CO & Additional Services) | <u>Hourly Subtotal</u> | <u>\$50,000</u> |
| | Task Order Total | \$117,000 |

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

PAYMENT SCHEDULE

Payment compensation shall be made by the Owner to the Consultant monthly beginning after the issuance of a fully executed copy of this Task Order No. 36 to the Consultant. By signing below, the Owner authorizes the Consultant to proceed with Task Order No. 36 as described above.

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

ARTICLE 5. LIMITATIONS OF LIABILITY

Limitation of Consultant's Liability

1. Consultant's Liability Limited to Amount of Insurance Proceeds: Consultant shall procure and maintain insurance. Notwithstanding any other provision of the Master Services Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims,



losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Consultant or Consultant's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant and Consultant's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed the total compensation received by the Engineer under this Agreement.

2. Exclusion of Special, Incidental, Indirect, and Consequential Damages: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Master Services Agreement, the Consultant and Consultant's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.




IN WITNESS WHEREOF, the parties hereto have executed this Task Order 36, with an Effective Date of the 18th Day of May, 2026.

Owner: City of Columbus, Montana

Consultant: Interstate Engineering, Inc.

By: _____

By: 

Print Name: _____

Print Name: Eric Ler, PE

Title: _____

Title: Client Manager

Date Signed: _____

Date Signed: May 13, 2026

By: 

Print Name: Brent Moore, AICP

Title: Regional Vice President

Date Signed: May 13, 2026

Engineer License or Firm's Certificate No. (if required):

State Of: MT Cert #419

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

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



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**BOARD APPLICATION FORM
STILLWATER COUNTY, MONTANA**

Name Rick Flemmer Home Phone _____
 Address 36 Sportsman Park Road Work/Cell Phone 406-860-9847
 City Park City State MT Zip 59063
 email address: rwflemmer@gmail.com

Business or Occupation: Senior Electrical Designer For Electrical consultants Inc.

Board or Committee applied for: Board member position.

▶ Please describe your experience or background which you believe qualifies you for service on this Board or Committee (attach additional sheets if needed):

Extensive Military and Civilian Aviation Background
Bachelor Degree In Aviation Professional Pilot from Rocky Mountain College, Billings.
Part 135 Air Ambulance Experience
CFE/CFD Flight Instructor Fixed wing
Hangar owner at Walterman Memorial Airport (6S3)

▶ Why do you wish to serve on this Board or Committee?

Being An Active Pilot and Hangar owner at Walterman Memorial Airport I hope to be able to support the airports continued growth and operations. The airport is a hidden gem in our area and always needs continued support.

▶ Additional information which you feel is pertinent:

Signature Rick Flemmer Date May 4th 2026

Return application to: **Stillwater County Planning Department
 P.O. Box 1287
 Columbus, MT 59019**

4yr. term

| | | |
|---|--------------------------------------|----------------|
| OFFICE USE ONLY: | | |
| APPOINTED: YES _____ | NO _____ | DATE _____ |
| TERM EXPIRATION DATE _____ | | |
| (CIRCLE ONE BELOW) | | |
| <input checked="" type="radio"/> ORIGINAL APPOINTMENT | <input type="radio"/> RE-APPOINTMENT | TERM NO. _____ |



Notification # 340239614
Customer #1156975

CUSTOMER AGREEMENT

This Customer Agreement (the "Agreement") is made and entered into effective as of 04/27/2026 by and between NorthWestern Energy (the "Company") and Applicant for Service STILLWATER COUNTY CITY OF COLUMBUS (the "Applicant" or "Customer"). Sometimes in this Agreement, Company and Applicant are collectively referred to as "Parties" or individually as a "Party." Capitalized terms have the meaning set forth in NorthWestern Energy's Electric Tariff and the NorthWestern Energy Natural Gas Tariff (collectively the "Tariffs" and individually the "Gas Tariff" or "Electric Tariff"), which sets forth service, installation and contribution rules and regulations established by the Montana Public Service Commission (the "MPSC"). The Tariffs are available for review at <http://www.northwesternenergy.com/residential-services/how-to-read-your-bill/tariffs-and-rates/montana-tariffs-and-rates>.

RECITALS

WHEREAS, Applicant applied for natural gas or electrical service from the Company; and
WHEREAS, in accordance with the Tariffs, Applicant must execute this Agreement and contribute to the cost of installing the facilities required to provide service to the premises because the distance of the new service line is greater than the permitted free extension allowance;
NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. SERVICE AND CONTRIBUTION REQUIREMENTS.

The Company agrees to install, operate and maintain facilities generally described as Gas Svc Com - from Main, Gas 2-Inch Main and specifically described in Quote 25183676, which is incorporated herein by this reference (the "Quote"), to provide Electric Service and/or Natural Gas Service at 1910 E 1ST AVE S, COLUMBUS, MT 59019 in accordance with the requirements of the Tariffs. Applicant agrees to comply with the terms and conditions of this Agreement and remit to Company the total contribution of \$ 11,306.00 , which may include a federal tax surcharge and administrative/engineering fees and is more fully described as follows:

1.1 Advance. Applicant agrees to pay an Advance in the sum of \$ 8,756.00 as part of the development and installation of the facilities identified in the Quote.

ELECTRICAL

- Single Family Residential
(Electrical Tariff 6-2)
- General Service or Non-Single Residential
(Electrical Tariff Rule 6-2)
- Loads of Uncertain Duration
(Electrical Tariff Rule 5-7)
- New Subdivision or Housing Project
(Electrical Tariff Rule 6-7)

NATURAL GAS

- Residential/Other Core Customers
(Gas Tariff Rule 6-2)
- New Subdivision or Housing Project
(Gas Tariff Rule 6-6)
- Loads of Uncertain Duration
(Gas Tariff Rule 5-7)

For clarification, an "Advance" is a refundable contribution to the installation costs of the Company's facilities, and is made by the Applicant prior to the initial installation. A portion of that Advance, up to but not exceeding the full amount, may be refunded when additional residences or properties requiring service may connect to the facilities installed under this Agreement within the applicable 5 year (all natural gas customers, General Service electric, non-Single Family Residential electric, all new residential subdivision and townhouse connects) or 10 year (for Single Family Residential electric) periods after Company's completion of the line extension. Future applicants attaching to existing facilities that carry Advance line extension designation within the time periods referenced above share in cost of the installation of the original line extension. Any future attachments will result in a refund in an amount determined by the Company in accordance with the Tariff. No refund will be made after the applicable 5 or 10-year period.

AND/OR

1.2 Contribution in Aid of Construction. Applicant agrees to pay a CIAC in the sum of \$ 2,550.00 as part of the development and installation of the facilities identified in the Quote.

For clarification, a "CIAC" is a non-refundable payment for costs beyond the free allowance when no additional customers are expected to connect to facilities installed by the Agreement within the Advance protection periods identified above.

AND

1.3 Installation of Company facilities. Check one of the following:

The Company will install all facilities prior to the Point of Delivery _____

The Company authorizes the Applicant to install a portion of the Company's facilities prior to the Point of Delivery as described in this Agreement _____

2. CONDITIONS TO INSTALLATION.

2.1 Payment. Applicant shall make payment of the Advance or the CIAC prior to Company scheduling a pre-construction meeting and construction start date. Company must receive payment and satisfactory evidence of required permits and right-of-way authority prior to ordering materials, scheduling crews or starting construction.

2.2 Right-of-Way. Applicant shall provide the right-of-way required for the installation of the Company's facilities. Applicant shall grant or obtain for the Company an easement along the route of the line extension in a form satisfactory to the Company.

2.3 Permits. Applicant shall provide all required permits from appropriate governmental agencies for the construction work and installation of the Company's facilities and Customer's equipment. Copies of all permits must be provided to the Company.

2.4 Additional Costs. If the Applicant requests facilities be installed in frozen, rocky or hard ground, the Applicant may be responsible for additional charges for Company installations. The Company will notify the Applicant of these charges prior to installation when feasible, and otherwise when encountered during the installation work. If the Company requires additional charges prior to installation, and the basis for such extra cost is not encountered during the performance of the work, Company shall refund such charges to Applicant.

2.5 Storm Water. Applicant is solely responsible for compliance with all Montana Department of Environmental Quality storm water regulations. All soil-disturbing activities deemed necessary by the Company for the installation, operation and maintenance of the facilities must be incorporated by Applicant in the Storm Water Pollution Prevention Plan. Applicant shall operate and maintain all storm water best management practices at all times.

2.6 Applicant-Owned Underground Facilities. Prior to construction, all customer-owned, rented or leased underground facilities (including but not limited to sprinkler systems, septic systems propane tanks and associated lines, and communication and electric lines) must be properly identified and physically marked by Applicant. The Company is not responsible for damages resulting from mismarked or unidentified customer facilities. Contact the Company's Construction Department with questions related to appropriately marking Applicant-owned facilities.

2.7 Applicant's Equipment. Applicant shall install facilities to be owned by the Customer in accordance with the Company's "New Service Guide" and "Electric Service Requirements & Guidelines." The location of Applicant's meter must be approved by the Company. Applicant shall provide service entrance and termination points as specified by the Company's installation standards in effect at the time construction begins.

2.8 Restoration and Grading. Applicant is responsible for final compaction and restoration of private roadways and landscaping, including the removal of excess spoil piles. The Company will design and install facilities with the understanding that ground-level is the final grade, unless otherwise directed in writing by Applicant. Should changes to grade be made in the future that result in Company's facilities being raised or lowered, the Applicant is responsible for the costs associated with this change.

3. GENERAL CONDITIONS.

3.1 All terms, prices and conditions set forth herein are subject to modification resulting from changes in applicable rules, Tariffs, regulations, ordinances, the scope of project, and laws that may be amended or enacted after the date of this Agreement.

3.2 The payment amounts set forth in this Agreement are effective for 4 months from the date of this Agreement. If construction has not commenced within such period due to any action, omission or failure to act by Applicant, the project will be reviewed for any changes in the cost. The Company will perform one line extension engineering cost estimate per year at Applicant's location free of charge. If subsequent redesign estimates are requested within the one-year period from the original quote, a charge of \$61.00/hour (minimum charge = \$61.00) will be assessed and is payable prior to delivery of the estimate to Customer. If Applicant proceeds with installation, fees paid for estimates will be credited toward the contribution payment.

3.3 If the facilities required to serve Applicant must be relocated or modified after installation, the Applicant shall pay the costs of moving Company facilities or making other modifications required to meet city, state or national codes.

3.4 The Company agrees to establish service within a reasonable period of time after the installation of the Company's facilities and the equipment to be owned by the Customer passes inspection by the state and local authorities as required by law. The Company will proceed with the design and construction of its facilities in a normal manner using its existing work force (Company employees or contractors) and material supply sources. Installation will be performed during normal working hours and the Company may reschedule the work to achieve efficient workload of Company forces. Availability of materials, weather conditions, frozen ground, access or obtaining permits from governmental agencies or railroads may cause delays beyond the control of the Company or the Applicant.

3.5 In the event of a conflict between the terms of this Agreement and the Tariffs, the terms of the Tariffs prevail.

3.6 If the Company authorizes the Applicant to install a portion of the Company's facilities as set forth in Section 1.3 and described in this Agreement, the Applicant shall perform (or cause to be performed) the installation in accordance with the requirements of Exhibit 1, attached hereto and incorporated herein by this reference.

4. ADDITIONAL CONDITIONS.

This Customer Agreement covers the installation of 250 feet of 2" IPS gas main with a 10 foot service of 1" IPS to the West end of the hangar. It also includes the setting of six AC250 Meters on a six gang meter bar with a max capacity of 303 MBH each at 7" WC. An EFV 600, 1" will also be installed as part of this service agreement. Meter is to be installed on the West wall in middle of the building.

Trench route is to cross an asphalt taxi way. Customer is to cut and dispose of asphalt along the trench route. Customer is also responsible for replacing the asphalt.

**Payment of amount due and signed customer agreement are required prior to being able to schedule your project for construction. Once your plumber has conducted the pressure test for this service (at your metering point), please call into our office to request your gas meter be set. **

The cost of this project is based on the following conditions and may be adjusted at any time:

1. This estimate is valid for 4 months. After that point, the project will be reviewed for any changes in costs.
2. NWE will perform one line extension engineering cost estimate per year at this location free of charge. If subsequent estimates are requested, a charge of \$61.00/hour (minimum charge = \$61.00) will be assessed and is payable prior to the subsequent estimate being calculated. If the customer decides to proceed, fees paid would be credited toward the construction costs.
3. The gas meter will be placed in a location approved by NWE prior to the installation of the customer's or NWE's facilities.
4. The customer is to install their facilities as specified in NWE's "New Service Guide" book. This can also be downloaded at www.northwesternenergy.com.
5. The customer is required to pressure test the downstream piping from the meter before NWE will install a gas meter.
6. Normal digging conditions (i.e. no frost or large rock). An additional fee will be assessed and collected prior to construction if either condition is anticipated at the time of construction.
7. Any required easements and/or permits can be obtained at no cost to NorthWestern Energy. The customer agrees to grant NWE an easement along the route of the gas line on his/her property, and must



Notification # 340239614
Customer #1156975

- obtain easements/permission from any other landowners whose property the line will cross.
- 8. Restoration of asphalt, gravel, concrete and vegetation is the responsibility of the customer. NWE will not be responsible for any restoration.
- 9. All underground facilities belonging to the customer must be marked (i.e. septic lines, electric or phone lines to out buildings). NorthWestern Energy will not be responsible for repair if these lines are not accurately marked.

NorthWestern Energy must receive all fees, contracts, permits, easements etc. prior to the ordering of materials, scheduling of crews or the start of construction by NorthWestern Energy crews.

Due to current supply chain issues your project may not be completed within the normal timeframe or may be only partially completed. NWE is experiencing unprecedented material shortages on many common items. Please consult your project contact to determine if your project may be affected. NWE is committed to make all possible efforts to acquire, install and complete projects when possible.

Frost charges have NOT been added to this project. If more than 6" of frost (determined by crew) are present at the beginning of the project, the customer will have the option to pay the frost charges, potentially trench or prerip, or wait until frost is out of the ground in the spring or summer.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in duplicate as of the day and year first above written.

NORTHWESTERN ENERGY

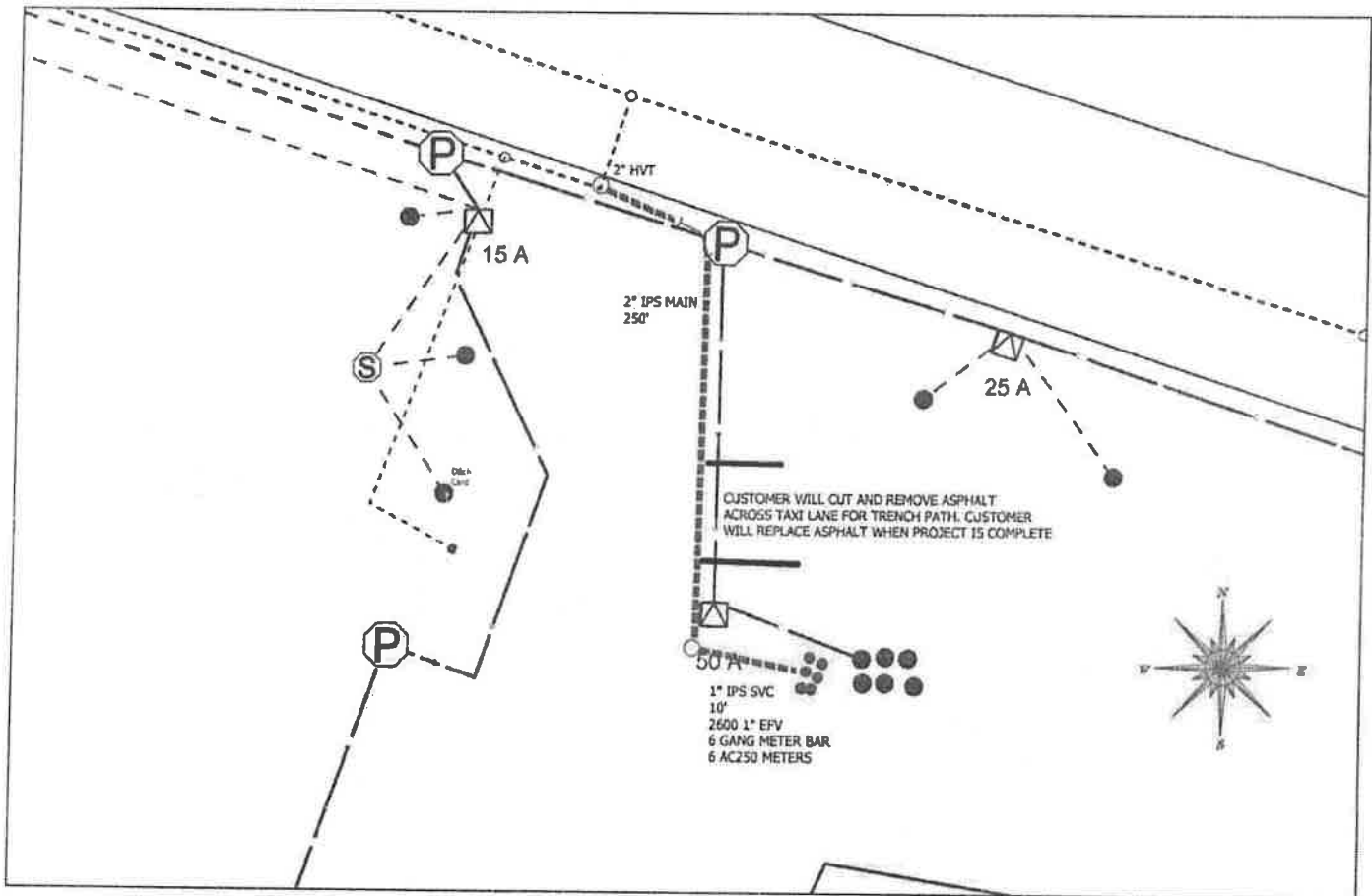
APPLICANT FOR SERVICE

By: _____
 Printed Name: _____
 Title: _____
 Date: _____
 Phone: _____

By: _____
 Printed Name: Jeff Ruffatto
 Title: Chair, Stillwater County Commission
 Date: _____
 Phone: _____

APPLICANT FOR SERVICE

By: _____
 Printed Name: Joseph Morse II
 Title: Mayor City of Columbus
 Date: _____
 Phone: _____



Time: 4/27/2026 9:38:06 AM

Session: C:\Maps\NWE-ALL Field.gis

NorthWestern Energy Map Extract

This information is proprietary and confidential data of NorthWestern Energy

Center: (2036296.9, 503477.7)

Zoom: 30.1

Memorandum from the Wolterman Memorial Airport Advisory Board
City-County Airport in the County of Stillwater

DATE: April 17, 2026

TO: Stillwater County Commission and Columbus City Council

RE: Intent to Create an Airport Authority; 67-11-103 MCA

Please consider this an official request from the City-County Airport Advisory Board to have the Stillwater County Commission and the Columbus City Council support and participate in the creation of an Airport Authority. As per 67-11-103 MCA, "two or more municipalities may by joint resolution create a public body, corporate and politic, to be known as a regional airport authority." This memorandum of intent will provide the Board with the first step in a 3 Phase, 12-18 month process to create the Authority, in conjunction with the Montana Secretary of State, the Federal Aviation Administration and other vested parties.

The Board respectfully requests your support and participation in the pursuit of this matter.

A handwritten signature in black ink, appearing to read 'Dustin Douglas', written over a horizontal line.

Dustin Douglas, Chair