

**CITY OF COLUMBUS
AGENDA
MONDAY- June 1, 2026**

****Public Hearing to amend Ordinance 12.28.010**
**** Public Hearing to codify the Nemont Franchise Agreement******

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**
Myrna Lastusky with the Beartooth RC&D to discuss a grant opportunity

REPORT OF OFFICERS

- | | |
|--------------------------|------------------|
| 1. Chief CFD#3 | 4. City Attorney |
| 2. Police Chief | 5. City Clerk |
| 3. Public Works Director | 6. City Court |

5. **DISCLOSURE OF CONFLICTS OF INTEREST AND EX PARTE COMMUNICATIONS**
6. **PUBLIC COMMENT ON CURRENT AGENDA**
7. **REPORTS OF COMMITTEES**
8. **UNFINISHED BUSINESS**
9. **NEW BUSINESS**
 - *Approval of revisions to the City's Procurement policy
 - *Approval of User Agreement for Carbon Stillwater Adult Co-Ed Softball League
 - *First reading of Ordinance 374 - Nemont Franchise Agreement
 - *First reading of Ordinance 375 - Motorized Vehicles at Itch-Kep-Pe Park
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

NOTICE OF PUBLIC HEARING
COLUMBUS CITY COUNCIL

NOTICE IS HEREBY GIVEN FOR a PUBLIC HEARING to be held before the Columbus City Council on Monday, June 1, 2026 at 7:00 PM at City Hall located at 408 E. 1st Ave. N., Columbus, Montana. The purpose of this Public Hearing is to amend the Ordinance 12.28.010 to add a more detailed list of motor vehicles that may not be driven off authorized roadways at Itch-Kep-Pe Park. The Ordinance will be read on June 1, 2026. All pertinent information regarding this hearing may be reviewed at the Columbus City Hall at 408 E. 1st Ave. between the hours of 8:00 and 5:00. Written comments may be submitted to the Columbus City Hall, PO Box 549 Columbus, MT 59019. At the public hearing testimony will be taken in support of and in opposition to the subject. If there are any questions, please call the City Hall at 406-322-5313. Cherrie L McAlexander, Clerk/Treasurer Published: Stillwater County News, May 21, 2026 and May 28, 2026.

NOTICE OF PUBLIC HEARING
COLUMBUS CITY COUNCIL

NOTICE IS HEREBY GIVEN FOR a PUBLIC HEARING to be held before the Columbus City Council on Monday, June 1, 2026 at 7:00 PM at City Hall located at 408 E. 1st Ave. N., Columbus, Montana. The purpose of this Public Hearing is to codify the Nemont Franchise Agreement into the city's ordinance. The Ordinance will be read on June 1, 2026. All pertinent information regarding this hearing may be reviewed at the Columbus City Hall at 408 E. 1st Ave. between the hours of 8:00 and 5:00. Written comments may be submitted to the Columbus City Hall, PO Box 549 Columbus, MT 59019. At the public hearing testimony will be taken in support of and in opposition to the subject. If there are any questions, please call the City Hall at 406-322-5313. Cherrie L McAlexander, Clerk/Treasurer Published: Stillwater County News, May 21, 2026 and May 28, 2026.

**MINUTES OF A MEETING OF THE CITY OF COLUMBUS,
COLUMBUS, MONTANA HELD May 18, 2026, AT 7:00 P.M.**

COUNCIL PRESENT OFFICERS PRESENT	The meeting was called to order at 7:00 p.m. The mayor began the meeting with the pledge of allegiance. The council members present were Dennis Holten, Tim Mayo, Cole Waltner, Kelly Ault and Danen Johannes. Staff members present were Chief of Police Aaron Uecker, Public Works Director Peyton Brookshire, City Attorney Ryan Addis (via Zoom), and Clerk-Treasurer Cherrie McAlexander. Fire Chief Rich Cowger of the Columbus Fire District #3 was present.
SIDELINE IN PERSON	Kisha Cornell and Joel Morantan
PUBLIC HEARING	NONE
REGULAR MINUTES APPROVED	The mayor asked the council if they had reviewed the minutes of the May 4, 2026, regular meeting, and if there were any additions, deletions, or corrections. Dennis stated that there was a correction needed where he said that he would have a problem with the boat float, and it should have said he would NOT have a problem. Cole Waltner made a motion to approve the minutes of the regular meeting with corrections, seconded by Tim Mayo; roll call for vote, Danen Johannes, Kelly Ault, Cole Waltner, Tim Mayo and Dennis Holten, all yea votes. Motion passed.
SHUT OFF LIST	The shut-off list for the month of May 2026 was presented to the Council. Tim Mayo made a motion to approve the list as presented, seconded by Dennis Holten; roll call for vote, Dennis Holten, Tim Mayo, Cole Waltner, Kelly Ault and Danen Johannes, all yea votes. Motion passed.
APPROVAL OF CLAIMS	The claims list for the 1 st half of May was presented to the Council. Cole Waltner made a motion to approve the claims as presented, seconded by Danen Johannes; roll call for vote, Danen Johannes, Kelly Ault, Cole Waltner, Tim Mayo and Dennis Holten, all yea votes. Motion passed.
PRESENTATION OF PETITIONS AND COMMUNICATIONS	NONE
FIRE DEPT. POLICE PUBLIC WORKS	The Columbus Fire District #3 Chief was present and provided a report. The Police Chief was present and provided a report. The Public Works Director was present and provided a report. Peyton presented council with a report about the issues with the pool and advised that the pool not open this season due to the issues. There was discussion between the council and Peyton about the leak location, chemicals, lifeguard training and safety. Tim asked what year the backhoe was and if we would have to go out to bid for the repairs. Peyton said 2019 and no. There was discussion on the repairs, warranty and the cost of a new backhoe. Kelly asked if we needed to decide what needs to be done about the pool. Tim asked if it was something we could vote on, the mayor said he didn't know but hated to see it be closed. There was more discussion with council and Peyton about the issues at the pool. Peyton suggested letting the citizens know sooner than later and there was time to get something in the paper for Thursday. Dennis stated that he wanted the city to do everything they could to get it open. He said to put something in the paper that tells the issues and problems with the pool. Cherrie asked if the council wanted her to send all the lifeguards to training next week and spend thousands

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<p>ATTORNEY</p> <p>CITY JUDGE</p> <p>CLERK-TREASURER</p>	<p>of dollars for nothing. Cole asked if we didn't open the pool how quickly the city could get started on the grant renovations. Cherrie stated that the task order for the pool renovations is on the agenda tonight. The plan is to go to bid as soon as the documents are ready. Originally the work was not going to be scheduled until after this pool season so the work can get started sooner if the pool is not open. Cole said he does not want to see the pool closed but with everything he has heard it makes sense to close the pool, go out to bid and get the renovations moving. Tim said he agrees with Cole. There was more discussion on lifeguards, leaks and renovations. Dennis said he doesn't like it. Tim said he understands that Dennis doesn't like it, but we have to weigh the pros and cons. Cherrie asked Ryan if we need to vote on this or if we even can because this is not an action item. Ryan said I would wait until next meeting. Dennis said if we wait, we might know more. Tim said that we are supposed to be opening the pool then and have all the guards trained. Ryan said that Peyton can make an operational decision based on what the council is collectively saying tonight but can make the official vote at the next council meeting.</p> <p>The City Attorney was present and provided a report. Ryan announced the birth of their new baby. Council and staff, all congratulated Ryan.</p> <p>The City Judge was not present and did not provide a report.</p> <p>The Clerk-Treasurer was present and provided a report.</p>
<p>DISCLOSURE OF CONFLICTS OF INTEREST AND EX PARTE COMMUNICATION</p>	<p>NONE</p>
<p>PUBLIC COMMENT ON CURRENT AGENDA ITEMS:</p>	<p>NONE</p>
<p>COMMITTEE REPORTS-</p>	<p>Solid Waste Committee Meeting minutes from May 1, 2026 were presented to the council. Dennis stated that there was some language that still looks like we are charging people for something they are not using.</p>
<p>UNFINISHED BUSINESS</p>	<p>Second reading of Ordinance 373 – Changing the Regular Meeting time to 6:30pm. Cole made a motion to waive the reading, seconded by Dennis Holten; roll call for vote, Dennis Holten, Tim Mayo, Cole Waltner, Kelly Ault and Danen Johannes, all yea votes. Motion passed. Dennis Holten made a motion to approve the ordinance, seconded by Kelly Ault; roll call for vote, Danen Johannes, Kelly Ault, Cole Waltner, Tim Mayo and Dennis Holten, all yea votes. Motion passed.</p>
<p>NEW BUSINESS</p>	<p>Approval of the Interlocal Agreement between the City and Columbus Rural Fire District #3 in the amount of \$152,880.00. Tim Mayo made a motion to approve the agreement, seconded by Cole Waltner; roll call for vote, Dennis Holten, Tim Mayo, Cole Waltner, Kelly Ault and Danen Johannes, all yea votes. Motion passed.</p> <p>Approval of Resolution 895-2026 – Amending the Fixed Asset Policy for the City. Cole Waltner made a motion to approve the resolution, seconded by Dennis Holten; roll call for vote, Danen Johannes, Kelly Ault, Cole Waltner, Tim Mayo and Dennis Holten, all yea votes. Motion passed.</p>

MINUTES OF A MEETING OF THE CITY OF COLUMBUS,
COLUMBUS, MONTANA HELD May 18, 2026, AT 7:00 P.M.

Approval of the School Resource Officer Agreement in the amount of \$40,000.00. Tim Mayo made a motion to approve the agreement, seconded by Kelly Ault. Dennis asked if the amount was the same as last year. Cherrie said yes. Roll call for vote, Dennis Holten, Tim Mayo, Cole Waltner, Kelly Ault and Danen Johannes, all yea votes. Motion passed.

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. Kelly Ault made a motion to approve the permit, seconded by Cole Waltner; roll call for vote, Dennis Holten, Tim Mayo, Cole Waltner, Kelly Ault and Danen Johannes, all yea votes. Motion passed.

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. Cole Waltner made a motion to approve the permit, seconded by Kelly Ault; roll call for vote, Danen Johannes, Kelly Ault, Cole Waltner, Tim Mayo and Dennis Holten, all yea votes. Motion passed.

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. Dennis Holten made a motion to approve the agreement, seconded by Tim Mayo; roll call for vote, Danen Johannes, Kelly Ault, Cole Waltner, Tim Mayo and Dennis Holten, all yea votes. Motion passed.

Approval of Task Order 36 from Interstate Engineering to furnish services for the city pool rehabilitation in the amount of \$117,000.00. Dennis Holten made a motion to approve the task order, seconded by Kelly Ault; roll call for vote, Dennis Holten, Tim Mayo, Cole Waltner, Kelly Ault and Danen Johannes, all yea votes. Motion passed.

AIRPORT

Approval of the appointment of Rick Flemmer to the City-County Airport Board for a term of 4 years. Cole Waltner made a motion to approve the appointment, seconded by Tim Mayo; roll call for vote, Dennis Holten, Tim Mayo, Cole Waltner, Kelly Ault and Danen Johannes, all yea votes. Motion passed.

Approval of Northwestern Energy Customer Agreement to install natural gas to the T-hangar complex. Total amount of \$11,306.00. Tim Mayo made a motion to approve the agreement, seconded by Dennis Holten; roll call for vote, Danen Johannes, Kelly Ault, Cole Waltner, Tim Mayo and Dennis Holten, all yea votes. Motion passed.

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. Danen asked what the advantages are to having an Airport Authority. Rich Cowger explained. They mayor stated that it would take the city and county out of the equation, would be set up like a special district. Dennis asked if the authority would have the option to tax. Rich said that is not something the authority is looking at doing. Cole Waltner made a motion to approve the request, seconded by Tim Mayo; Danen Johannes, Kelly Ault, Cole Waltner, Tim Mayo and Dennis Holten, all yea votes. Motion passed.

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COMMENTS NOT ON THE AGENDA	<p>Kelly asked Peyton if he could look into having flag hangers on the city light poles instead of placing them in the holes in the concrete. Peyton said he would look into this. She would like to see these on the light poles that the Christmas decorations get hung on. Danen asked about the condition of Itch-Kep-Pe Park and if the city was repairing and maintaining the picnic tables and other items that might need repairs. Peyton said repairs will be made. Peyton also stated that he continues to get people dumping down there illegally. Danen stated that he had been down at Itch-Kep-Pe three times this last week and every time he had seen police patrolling. Danen asked about the huge cracks at the tennis courts and what was getting done about them. Peyton explained that he reached out to the contractor and the contractor was not helpful. Tim asked about any legal action that the city could take. Ryan discussed the contract that the city had with the contractor and that the cracks were noted in the contract and not covered under any warranty. Danen requested that next time we do repairs to the courts we repair them right. Danen said that he has had several people approach him about the hours at the transfer site and wanted to know if we could extend the hours on Wednesday to stay open longer. Danen suggested 11-6. Peyton said that it was possible and he would check with the employee that handles the transfer site. Cole agreed with Danen. Kelly asked again what we are doing with the pool, are we putting in the paper that the pool is going to be closed. Cole said that is what we pay Peyton for if he says it needs to be shut down then that's what we need to do. Peyton said he would talk to the paper and get something in the paper. Danen said he doesn't want to see the pool close, but he understands with all the issues that we should be proactive about it. Danen stated that he worries about all the kids that thought they had a job, they need to know sooner than later. He said it's hard to find a summer job in Columbus. Kelly asked if the city had summer jobs for kids, like mowing and such. Peyton said there used to be one. Dennis stated you must be 18 to operate equipment.</p>
ADJOURNMENT	<p>The mayor requested a Motion to Adjourn. Dennis Holten made the motion to adjourn at 7:43 p.m. seconded by Tim Mayo, roll call all yea votes.</p>

JOSEPH MORSE II, MAYOR

CHERRIE L MCALEXANDER, CLERK-TREASURER

BEARTOOTH

RESOURCE CONSERVATION AND DEVELOPMENT AREA, INC.

May 22, 2026

To: Mayor Joe Morse and Columbus City Council
Re: Support Request for Downtown Revitalization Planning Effort

Dear Mayor and Council Members,

On behalf of the Beartooth RC&D and the RCAC ROCE (Recharge Our Community's Economy) Downtown Revitalization Team, I'm reaching out to ask for the City's support as we work to move a downtown revitalization effort forward.

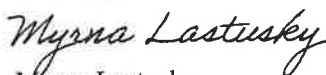
Beartooth and RCAC would like to apply on behalf of the City for a USDA Rural Business Development Grant (RBDG) to hire a consultant to create a Downtown Revitalization Plan. This program requires a local match, and depending on the final consultant cost, we would ask the City to consider contributing up to \$10,000, with total grant funding available up to \$50,000. This plan would give Columbus a clear roadmap for improving and growing our downtown – everything from supporting local businesses to attracting visitors and identifying future project opportunities. It's really a starting point that helps guide smart investment and makes sure everyone is moving in the same direction.

This is also an important step for future funding. When we applied for the Montana Tourism Development Grant Program in January 2026, one of the key pieces of feedback we received was that having a comprehensive plan like this would make our application much stronger. That very competitive grant provides \$1.25 million with the possibility of up to \$2.75 million, so we want to be in the best position possible to succeed the next time we apply.

Even beyond future grant opportunities, having a revitalization plan in place will help us build momentum and take practical steps toward a more active, welcoming downtown that supports economic growth for the whole community.

We really appreciate the City's continued support and leadership, and we plan to attend your June 1st meeting to talk through this in more detail or answer any questions. Thanks so much for your time and consideration.

Sincerely,



Myrna Lastusky

Project Manager / Interim Executive Director

On behalf of the Beartooth RC&D and RCAC ROCE Downtown Revitalization Team

**Building
Stronger
Communities**



Beartooth RC&D

Beartooth Resource Conservation & Development Area, Inc.

128 So. Main St.
P. O. Box 180
Joliet, MT 59041

PHONE 406-962-3914
FAX 406-962-3647
WEBSITE www.beartooth.org



PUBLIC WORKS DEPARTMENT

June 1st Report to Council

Water

- ❖ Continuing discussions with the owner of A & M Trailer Court regarding necessary repairs to the actively leaking nonconforming service connection currently serving multiple properties outside city limits. Related correspondence is attached for council review.
- ❖ SCADA cables for the reservoir level transducer have arrived. Conduit installation and transducer connection are planned in coordination with Microcomm's upcoming work associated with the new well connection.

Sewer

- ❖ DEQ sludge testing results for the wastewater lagoons are attached for review.

Streets/Drainage

- ❖ Continuing coordination with the Town Pump regarding drainage runoff concerns along E 8th Ave.

Parks

- ❖ Nothing to report.

Other

- ❖ I would like to schedule a Water and Sewer Committee meeting to review and discuss proposed ordinance language revisions and updates. Let me know some dates that work for everyone.
- ❖ Seeking any final input regarding the proposed solid waste ordinance revisions. If no additional changes are requested, staff can begin the formal adoption process.

Lagoon Sludge Measurement Report
Water Pollution Control State Revolving Fund Program
State of Montana
Department of Environmental Quality

Name/Location of Facility: Columbus, MT
Inspected by: Josh Viall and Erik Olsen
Date: 05/06/26
Number of Cells: J
Cell Design Depth (ft): 13
Cell 1:
Highest Sludge Depth (ft): 5.4
Lowest Sludge Depth (ft): 1.9
Average Sludge Depth (ft): 3.3
Cell 2:
Highest Sludge Depth (ft): 3.9
Lowest Sludge Depth (ft): 0.2
Average Sludge Depth (ft): 1.9
Cell 3:
Highest Sludge Depth (ft): 1.1
Lowest Sludge Depth (ft): 0.1
Average Sludge Depth (ft): 0.8

Additional Comments and Observations:

- In each cell, the sludge blanket was thicker along the perimeter of the cell than in the center of the cell. This is expected because of the tapered walls of the cells and the reduced mixing along the edges of the cells.
- The sludge in cell 1 felt very thick when pushing the staff gauge through it. When getting ready to remove sludge, I recommend having it core sampled to determine its density. More dense sludge often increases the cost of removal.
- DEQ recommends removing sludge when it is 18-24in thick.
- Some diffusers in Cell 1 were not fully operational. Repairing or replacing these diffusers will help with the sludge blanket in that area.
- **The sludge measurements taken during this survey are for general planning only and should not be used as exact measurements for sludge removal work.**

Columbus Cell 1

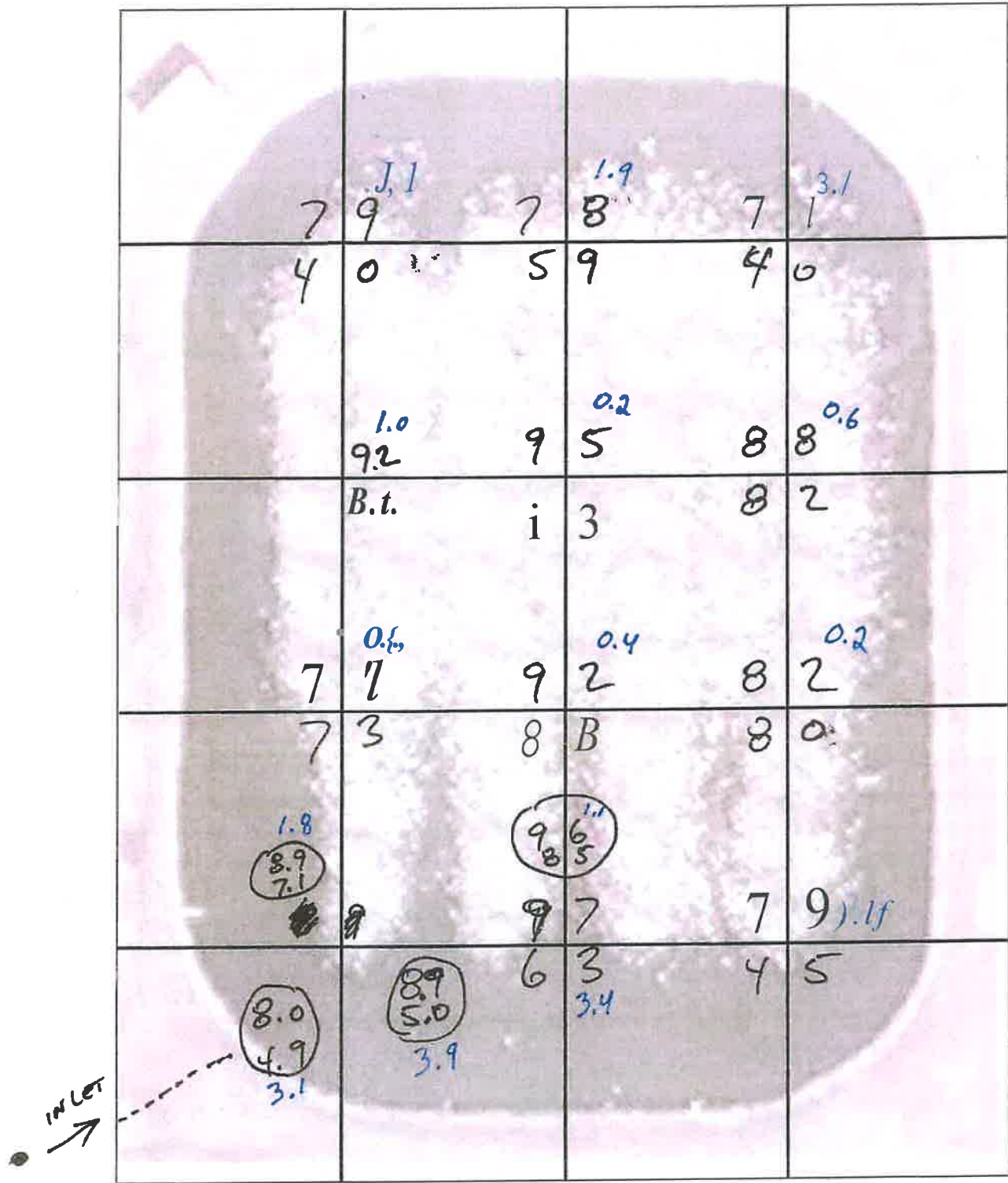
2
1

7	6 ^{4.1}	8	6 ^{5.0}	7	6 ^{4.2}
3	5	3	6	3	4
8	9 ^{2.0}	9	5 ^{1.9}	8	2 ^{3.6}
6	9	7		4	6
8	6 ^{2.1}	9	2 ^{2.7}	8	9 ^{2.4}
6	5	6	5	6	5
8	2 ^{3.0}	9	1 ^{3.6}	8	9 ^{5.4}
5	2	5	5	5	3

Thick

Avg. 3.3'

Columbus Cell 2



Avg. 1.9'

Director

From: Director
Sent: Tuesday, May 26, 2026 12:08
To: seth.parksrealestate@gmail.com
Cc: Deputy Clerk; Mayor
Subject: Notice of Required Water Leak Repair A & M Trailer Court

This email serves as formal notice regarding the ongoing water leak associated with the private service line serving the trailer court and associated residences.

The leak has now continued for well over two weeks with no repair activity observed and no repair schedule or response provided to the city despite prior communication requesting corrective action.

Pursuant to Section 13.04.070 of the City Code:

"Waste of water is prohibited and consumers must keep their fixtures and service pipes in good order at their own expense... Leaky pipes and fixtures must be repaired at once without waiting for notice from the director, and if it is not repaired after reasonable notice is given, the water shall be shut off by the municipality."

The city considers more than two weeks of continuous leakage, along with prior correspondence, to constitute reasonable notice under this section.

Accordingly, the leak must be under active repair no later than 12:00 p.m. on Friday, May 29, 2026. If corrective action has not commenced by that time, the City will suspend water service pursuant to Section 13.04.070 of the City Code in order to prevent continued water loss and protect the municipal water system.

It should also be noted that the existing service arrangement remains non-conforming, consisting of multiple units and residences being supplied through a single service connection without proper individual shutoff control meeting current utility standards.

Please provide confirmation of the repair schedule and contractor information immediately upon arrangement.

Respectfully,

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



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Parks Property Management

P.O. Box 966
Columbus, MT 59019
May 14, 2025

Mayor Joe Morse
City of Columbus
Columbus, MT 59019

RE: Water Line Damage at A&M Trailer Park — Request for Repair by City

Dear Mayor Morse,

Parks Property Management (PPM) manages A&M Trailer Park in Columbus, Montana. This letter documents a water line leak caused by work performed by the City of Columbus Public Works Department and formally requests that the City repair the line at its expense.

Background

During excavation for the Fire Department's new maintenance building waterline — contracted through Northstar Contracting — city crews worked in close proximity to the existing service line for A&M Trailer Park and Brett's Cabinet Shop. City Public Works personnel Paul Greeno and Peyton Brookshire verbally disclosed the following: the A&M line had no isolation valve, so city employees installed a curb stop on the service line; in doing so, they nicked the existing line and replaced fittings at that location; and the line was old and not to current standards. Prior to this work, the line had no leaks or service issues.

Current Issue

There is now an active leak at the exact location where city personnel tampered with the fittings and installed the curb stop. The leak is confirmed on our service line — when the curb stop is closed, the water recedes. The curb stop installation also appears improper: the original line material was reused to the new valve, and the curb stop is positioned too close to the roadway, exposing it to vehicle traffic and potential further damage. Additionally, the pavement disturbed during excavation was never restored.

City's Response to Date

When PPM contacted the Public Works Director regarding the leak and the city's role in causing it, his response did not acknowledge city responsibility. He indicated the city has made no determination that the leak was caused by the curb stop installation and cited the age of the existing line as a contributing factor. He further stated that if the leak is not repaired promptly, the city may suspend water service to the property.

We want to be direct: A&M Trailer Park is an occupied residential property. Suspending water service to tenants over a leak that city personnel caused would create serious habitability and liability concerns. We do not believe that is a path the city wants to take, and we raise it here so that you are aware it has been threatened.

Our Request

We request that the City of Columbus:

1. Repair the water line leak at city expense.
2. Restore the pavement disturbed during excavation.
3. Allow the property owners a reasonable opportunity to upgrade the line to current standards as part of or following the repair.

This line had no issues before city personnel intervened. The city is responsible for the damage it caused. Please direct the appropriate personnel to contact us at your earliest convenience.

Respectfully,

Seth Parks
Parks Property Management
Columbus, MT 59019
406-327-9069
seth.parksrealestate@gmail.com

cc: City of Columbus Public Works Department; City Attorney

Peyton,

I'm writing in response to your formal notice dated May 26, 2026, and I need to address two serious concerns before any further action is taken by the city.

First, regarding responsibility for this leak — as has been previously communicated to the city in writing, this leak originated at the exact location where city employees Paul Greeno and Peyton Brookshire performed work on our service line. City personnel installed a curb stop on the A&M service line, replaced fittings at that location, and disclosed to us that the line was nicked during that process. The line had no leaks and no service issues prior to that work. The fact that shutting off the curb stop stops the leak confirms the source is at that location.

We have also consulted with our contractors regarding this matter. Their professional recommendation was consistent with our position — because the work was performed by the city, the repair obligation lies with the city. We are not aware of any contractor who would advise a property owner to pay for repairs caused by someone else's work on their line.

It should also be noted that we met with Mayor Joe Morse on May 15, 2026 specifically to work toward a resolution on this matter. We have not received any response, follow-up, or direction from the city since that meeting. The city's first substantive communication following that meeting is now a shutoff notice with a three-day deadline — that is not a good-faith path to resolution.

The city cannot perform work on a line, cause a leak, and then issue shutoff notices to the property owner for failing to repair damage the city created. We have documented this history and stand by our position that this repair is the city's responsibility.

Second, and more urgently — this service line supplies water to 25 occupied residences. Before the city takes any action to suspend service, you should be aware that Montana law requires a minimum of 15 days' written notice to residential tenants prior to a utility shutoff related to a landlord dispute. Your Friday, May 29 deadline does not satisfy that requirement. Cutting water to 25 households — tenants who have no role in this dispute and did nothing wrong — without proper notice creates significant legal exposure for the city. Under Montana law, interruption of running water constitutes a case of emergency for tenants, and they would have immediate legal standing to act.

We are not unwilling to work toward a resolution, and we have said so from the beginning. What we are not willing to do is accept responsibility and costs for a repair that resulted from city work. We ask that the city halt any shutoff action while this matter is properly reviewed, and that the appropriate parties — including the city attorney — be brought into this discussion given what is at stake for the residents on this line.

Please confirm receipt and advise on next steps.

Thanks,

Seth Russell
Parks Property Management
Columbus Montana
406.298.2702
seth.parksrealestate@gmail.com

Peyton,

Just wanted to let you know we have a contractor scheduled to dig up and repair the line on Thursday. If weather gets in the way we'll push to Monday.

While we have the hole open, we'd like to take the opportunity to run a new 2-inch line across the road and install a curb stop on the fire department easement we recently secured. To do that we'd need the city to tap into the main line. We're not looking to activate anything now — just want to get the infrastructure in the ground while we're already out there.

Let me know if that's something the city can coordinate with us on.

Thanks,
Seth Russell
Parks Property Management
Columbus Montana
406.298.2702
seth.parksrealestate@gmail.com

Seth,

I understand the desire to coordinate additional work while excavation equipment is already mobilized. However, the city cannot approve a new service configuration simply because it is convenient to the current repair excavation.

There are existing service issues that must be considered before any new tap, service relocation, or extension is authorized. The current arrangement includes multiple properties receiving service from a single line, including a property that does not directly abut an existing water main. The city does not want to perpetuate or expand a non-conforming service arrangement through a new installation.

The City's preference is that any new service connection be configured in a manner that maintains a direct and standard relationship between the main tap location and the existing meter pit rather than creating an extended offset service alignment.

From the City's standpoint, any new work needs to move the overall service configuration closer to compliance, not create additional ambiguity regarding service location, ownership, maintenance responsibility, or future access.

For the trailer court, the preferred configuration would be a new properly sized service tapped across from the existing meter pit, with the service and meter arrangement located in a standard configuration. Any separate property requiring service would need to be reviewed as a separate service issue, including the need for a proper easement and an approved service route if that property does not abut a city water main.

At this time, the city is not approving the proposed 2-inch line alignment as described. The immediate priority remains repair of the existing leak. Any future service changes will need to be reviewed through a formal proposed layout before authorization.

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



Hey Peyton,

Just wanted to follow up on our in-person conversation and make sure I understood correctly before we move forward with the repair.

Was your position that once the repair is complete, we would then have 90 days to relocate the service to the city's preferred configuration? I want to make sure I have that right.

Also wanted to clarify on the future infrastructure — the location we're proposing for the new high pressure line and curb stop isn't an offset or nonstandard location. It sits directly in line with both our existing water meter and the fire department's curb stop. That alignment is exactly what we would tie the future infrastructure into.

Thanks,

Seth Russell

Property Manager

Parks Property Management

Columbus, Montana

406.298.2702 | Seth.parksrealestate@gmail.com

Seth,

The immediate priority remains repair of the active leak condition and restoration of the existing service.

Regarding our discussion about future service configuration, no final approval or formal compliance timeline has been established at this time. The City's position is that the existing arrangement contains multiple non-conforming service issues that will ultimately need to be addressed through an approved long-term configuration.

I understand your position regarding the proposed alignment; however, the City's concerns are not limited solely to the physical alignment of the proposed line. The broader concerns involve the overall service configuration, continued service to multiple properties from a shared line arrangement, future maintenance responsibility, and establishing a layout that moves the property closer to compliance with current utility standards.

Once the leak repair is completed, the City is willing to continue discussions regarding acceptable options and a reasonable timeline for any future permanent service modifications. Any such work will need to be reviewed and approved through the normal utility review process prior to authorization or installation. Thanks.

Peyton Brookshire
Director of Public Works
City of Columbus
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Phone: 406-322-4424 Mobile: 406-696-0636
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Email: director@townofcolumbus.com



Chapter 8.16 - SOLID WASTE

- **8.16.010 - Purpose.**

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

(Ord. No. 332, § 1, 5-18-2009)

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

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

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

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

"Developed property" means any parcel within the city limits containing a 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.

June 1, 2026

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

1. I had mentioned a while back that the IRS was still considering us a Town and this was causing a few issues. I have received confirmation from the IRS that we are officially a City in the eye of the IRS. HAHHAHA
2. MMIA is dissolving their Workers' Compensation Program. The city has received rates from the Montana State Fund for coverage. The rates are less than what the city is currently paying and once we get established with the state fund, we will receive more discounts. This is a good savings for the city.
3. Please review the attached Timeline for the review of the City's Budget. Please let me know if you have any questions or changes.
4. Please review the attached wage request for FY26/27. I have also included a breakdown of total payroll expense/cost for each city employee. There will be a Wage Resolution presented on June 15 for council approval.
5. Please see attached information about City Loans, Cash, Projects and Grants. This is just some information for you.
6. Just for information purposes the County Commissioners did not approve the Airport Board in supporting or participating in an Airport Authority. They decided they wanted to see projected revenue and expenses for current and a few future years before any commitment.
7. I have attached the Preliminary Budget for review. There will be no discussion at tonight's meeting. There will be a Budget Work Session at 6pm on June 15th.
8. I hope that all council members have their city assigned emails set up and are checking them. If you do not have your email set up, please see me and I will help you. It is very important that all council members use their city assigned email. The public have these emails addresses to contact you, and I send important information to these emails.
9. The League of Cities and Towns is putting on a webinar on June 8th. This webinar will be discussing SB117. There are major changes to the property tax laws, and this webinar will explain what this means for budgeting, revenue calculations and future planning. I have sent an email to you to register if you are interested.

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

City of Columbus

Budget Review Timeline for Fiscal Year 26/27

Date / Meeting	Agenda
Monday, June 1, 2026	Preliminary Budget presented to Mayor and Council along with wage request for FY26/27 NO DISCUSSION
Monday, June 15, 2026 WORK SESSION 6:00PM	Review Preliminary Budget for General Fund Wage Resolution for FY26/27 on Agenda
Monday, July 6, 2026 WORK SESSION 5:30PM	Review Preliminary Budget for Enterprise Funds and Capital Accounts Resolution for Capital Accounts
Monday, July 20, 2026	NO BUDGET DISCUSSION
Monday, August 3, 2026 WORK SESSION 5:30PM	Review of Preliminary Budget - Final Request for any additions/corrections to the Preliminary Budget
Monday, August 17, 2026	Public Hearing for Budget – open until September 8 th Approval of the Preliminary Budget
Tuesday, September 8, 2026	Closing the Public Hearing Final Budget Adoption

Monday June 1, 2026
Preliminary Budget – Wage Requests for Council
For Budget Year beginning July 1, 2026 – June 30, 2027

The Legislative, Court, Law Enforcement and Safety and Security are all General Fund. The Clerk’s office is split by percentage between General and Enterprise funds

Department	Position Title	Beginning Wage	Amount of Increase	Ending Wage	Annual Wage
Legislative	Mayor	600.00/mo	0.00	600.00	7,200.00
	Alderman	400.00/mo	0.00	400.00	4,800.00
Clerk’s Office	Clerk/Treasurer	40.00/hr	1.66	41.66	86,652.80
	Deputy Clerk	27.00/hr	1.30	28.30	58,864.00
Court	City Judge	42.19/hr	2.78	44.97	18,707.52
Court	Court Clerk	22.75/hr	1.67	24.42	35,555.52
	Animal Control Officer	21.00/hr	.63	21.63	35,992.32
Law Enforcement	Police Chief	42.79/hr	2.18	44.97	102,171.84
	SRO/Patrol K-9	37.21/hr	1.89	39.10 \$350/mo	85,863.60 4,200.00
	Patrol/Sergeant	36.82/hr	1.86	38.68	87880.96
	Patrol	31.76/hr	1.61	33.37	75,816.64
	Patrol	31.76/hr	1.61	33.37	75,816.64
	Patrol	28.77/hr	1.45	30.22	68,659.84
	Patrol PT	28.77/hr	.86	29.63	N/A
Public Works	Director	43.00/hr	1.79	44.79	93,163.20
	Water/Sewer Superintendent	29.00/hr	1.37	30.37	63,169.60
	Streets Labor	27.00/hr	2.00	29.00	60,320.00
	Water/Sewer New Hire	25.00/hr	0.00	0.00	52,000.00
	Parks Labor	24.00/hr	4.00	28.00	49,920.00
	Transfer Site Labor	21.00/hr	0.50	21.50	22,360.00
Public Works TEMP	Utility Labor	21.00/hr	0.00	21.00	N/A
Public Works PT - Summer	Utility Labor	21.00/hr	0.00	21.00	N/A

The City Attorney is under contract/agreement until June 30, 2027. The contract amount is for \$7,000.00/month for all services.

CBA for Patrol Officers is effective until June 30, 2027.
Annual Salary amounts do not contain Overtime or on-call time.

PERS Employer percent 9.17
 MPORS Employer percent 14.41

TOTAL EMPLOYEE COST

	Current Wage	Increase	Ending Wage	number of hours	Rate o Pay	Annual Salary	Annual Benefits	PERS	MPORS	SS	Medicare	UE	WC	Total Cost
Public Works Director	\$ 43.00	\$ 1.79	\$ 44.79	2080	\$ 44.79	\$93,163.20	\$22,614.24	\$8,543.07		\$5,776.12	\$1,350.87	\$242.22	\$5,231.11	\$136,920.83
Street Labor	\$ 27.00	\$ 2.00	\$ 29.00	2080	\$ 29.00	\$60,320.00	\$22,614.24	\$5,531.34		\$3,739.84	\$874.64	\$156.83	\$3,386.97	\$96,623.86
Super Water/Sewer	\$ 29.00	\$ 1.34	\$ 30.34	2080	\$ 30.34	\$63,107.20	\$22,614.24	\$5,786.93		\$3,916.52	\$915.96	\$164.24	\$3,546.97	\$100,120.18
Utility Labor - Transfer Site	\$ 21.00	\$ 0.50	\$ 21.50	1040	\$ 21.50	\$22,360.00	\$0.00	\$2,050.41		\$1,386.32	\$324.22	\$58.14	\$1,255.51	\$27,434.60
Utility Labor	\$ 24.00	\$ 4.00	\$ 28.00	2080	\$ 28.00	\$58,240.00	\$22,614.24	\$5,340.61		\$3,610.88	\$844.48	\$151.42	\$3,270.18	\$94,071.81
Court Clerk	\$ 25.00	\$ 1.00	\$ 26.00	2080	\$ 26.00	\$54,080.00	\$22,614.24	\$4,959.14		\$3,352.96	\$784.16	\$140.61	\$3,036.59	\$88,967.70
Judge	\$ 22.75	\$ 1.67	\$ 24.42	1456	\$ 24.42	\$35,555.52	\$0.00	\$3,260.44		\$2,204.44	\$715.56	\$92.44	\$70.76	\$41,699.16
Deputy Clerk	\$ 675.00	\$ 44.52	\$ 719.52	26	\$ 719.52	\$18,707.52	\$0.00	\$1,715.48		\$1,159.87	\$771.26	\$48.64	\$37.23	\$21,939.99
Animal Control	\$ 27.00	\$ 1.30	\$ 28.30	2080	\$ 28.30	\$58,864.00	\$22,614.24	\$5,397.83		\$3,714.05	\$868.61	\$155.75	\$119.21	\$92,869.05
Clerk/Treasurer	\$ 40.00	\$ 1.66	\$ 41.66	2080	\$ 41.66	\$86,652.80	\$11,251.20	\$7,946.06		\$5,372.47	\$1,256.47	\$225.30	\$172.44	\$112,876.74
Officer Sergeant	\$ 21.00	\$ 0.63	\$ 21.63	1664	\$ 21.63	\$35,992.32	\$11,251.20	\$3,300.50		\$2,231.52	\$521.89	\$93.58	\$475.82	\$50,565.33
Chief of Police	\$ 36.82	\$ 1.86	\$ 38.68	2272	\$ 38.68	\$87,880.96	\$22,614.24	\$12,663.65		\$5,448.62	\$1,274.27	\$228.49	\$2,173.30	\$132,283.53
Officer	\$ 42.79	\$ 2.18	\$ 44.97	2272	\$ 44.97	\$102,171.84	\$22,614.24	\$14,722.96		\$6,334.65	\$1,481.49	\$265.65	\$2,526.71	\$150,117.54
Officer	\$ 31.76	\$ 1.61	\$ 33.37	2272	\$ 33.37	\$75,816.64	\$22,614.24	\$9,925.18		\$4,700.63	\$1,099.34	\$197.12	\$1,874.95	\$117,228.10
Officer	\$ 28.77	\$ 1.45	\$ 30.22	2272	\$ 30.22	\$68,659.84	\$22,614.24	\$9,893.88		\$4,256.91	\$995.57	\$178.52	\$1,697.96	\$108,296.91
Officer	\$ 31.76	\$ 1.61	\$ 33.37	2272	\$ 33.37	\$75,816.64	\$22,614.24	\$10,925.18		\$4,256.91	\$995.57	\$178.52	\$1,697.96	\$108,296.91
School Res Officer	\$ 37.21	\$ 1.89	\$ 39.10	2196	\$ 39.10	\$85,863.60	\$22,614.24	\$12,372.94		\$5,323.54	\$1,245.02	\$223.25	\$2,123.41	\$133,966.00
Mayor	\$ 600.00					\$ 7,200.00				\$ 446.40	\$ 104.40	\$ 18.72	\$ 51.70	\$ 7,821.22
Council	\$ 400.00					\$ 4,800.00				\$ 297.60	\$ 69.60	\$ 12.48	\$ 34.46	\$ 31,284.86

\$293,873.28 \$53,831.80 \$71,503.79 \$67,530.26 \$15,793.37 \$2,831.91 \$32,783.22

\$1,653,384.33

Does not include any part time temp employees or seasonal employees

Current City Loans

5210 Water Fund	Balance of Loan 6/26
Water Well Loan from 2013	\$ 11,000.00
Water Line Replacement Loan from 2013	\$ 352,000.00
Water Project Refinance Loan from 2010	\$ 68,000.00

5310 Sewer Fund	Balance of Loan 6/26
Internal loan Water to Sewer from 2017	\$ 43,919.97
Sewer Project loan from 2016	\$ 907,000.00
Internal Loan General Fund to Sewer from 2023	\$ 883,340.72
UV Lagon Loan 2026	\$ 837,000.00
**Future Loan for 12 th Street Project	\$ 937,500.00

Current Cash Available as of 5/27/26

General Fund	\$2,989,382
Water Fund	\$2,720,514
Sewer Fund	\$ 786,373

Current Water Projects

City Well Replacement – Budget \$576,141.00 – will be complete June 2026

Sewer Projects

12th Street Sewer Project will break ground in the spring of 2027

City Awarded Grants

ARPA Grant for City Well Project \$425,000 – total project budget \$576,141
CDS Grant for 12th Street Sewer Project \$825,000 – total project budget \$1,762,500
MCEP Grant for Storm Drain Preliminary Engineering Report \$30,000
Land & Water Conservation Fund Grant for Pool Renovations \$297,000 – total project \$600,000

City of Columbus
Procurement Policy Standard
Revised ~~January~~ June 2026

Purpose: The City of Columbus (referred hereinafter as the “City”) aims to ensure that it complies with all federal, state, and local laws for all public expenditures and establish a procedure for purchasing certain categories of goods or services.

Policy:

1) General Provisions.

- a. All elected officials and department heads shall not exceed their respective budgets as set by the current annual budget approved by City Council.
- b. No City employee shall personally benefit from a contract or purchase entered by the City, including the receipt of any commissions, profits, gratuities, or gifts. City employees shall remain impartial decline any gifts offered for influencing or awarding any contract or purchase entered by the City.
- c. City employees shall not use City funds for personal purchases of any nature.
- d. Itemized receipts and invoices are required for all purchases. Details must be shown to ensure the public can determine what is being purchased, including individual units purchase or service hours, or both, and the associated rate for each.

2) Transactions with Employees and Related Parties.

- a. The City shall not contract with or purchase goods or services from City employees or City employee-owned businesses. *See* Section 7-5-4109, MCA.
- b. The City shall not contract with or purchase goods or services from a business owned by a City employee’s spouse, ex-spouse, mother, father, sister, brother, child, step-child, or adopted child. *See* Section 7-5-4109, MCA.

- c. The above provisions in paragraphs (a) and (b) may be waived by the City Council only after publicly disclosing the nature of the conflict at an advertise public hearing held for that purpose. In determining whether to grant the waiver, the City Council shall consider the factors as set forth in Section 7-5-4109(2)(a)-(d), MCA.

3) Documentation and Selection of Vendors.

- a. *Purchasing Goods:* Supplies, materials, equipment, etc. The City seeks the lowest life-cycle costs when comparing like goods. Estimated useful life and maintenance costs must be documented whenever they are factored into purchasing decisions.
 - i. **Up to \$5,000 per unit.** The department may purchase at the Department Head's authorized signatory's discretion.
 - ii. **\$5,001-\$25,000.** The department must provide written request to the City Council and item must be budgeted or fall within the Capital Fund applicable for the expenditure. Approval by motion from the City Council for the purchase, at next Council meeting or prior to purchase if possible.
 - iii. **\$25,001-\$79,000 per unit.** At least two written quotes or other documentation must be obtained for the item. The City Council shall be notified in writing, along with the quotes or documentation, and presented with such at a City Council meeting prior to the expenditure, unless specifically identified in the annual budget document.
 - iv. **\$80,000 and more per unit for auto, trucks, equipment, machinery, supplies, construction, repair, and maintenance.** In addition to notifying the City Council, all items in this range must follow the formal advertisement process outlined in Section 7-5-4302, MCA. In the case of any emergency caused by fire, flood, explosion, storm, earthquake, riot, insurrection, or other similar emergency, the City Council may proceed in any manner by three-fourths vote of present members which will best meet the emergency and serve the public interest. *See* Section 7-5-4303, MCA.

- b. *Purchasing Services*: Contracts for services are awarded to the lowest most responsible vendor or bidder when competitive sealed bidding is used. When the competitive sealed proposal (or "RFP") process is used, contracts shall be evaluated and awarded in accordance with Section 18-4-304, MCA.

You may not divide elements of the same project into multiple parts just to avoid the viding or vendor quote requirements listed below. *See* Section 7-5-4305, MCA.

- i. **For architectural, engineering, planning and land-surveying services.** Advertised requests for proposals or requests for qualifications must be made for services for projects which are estimated to exceed \$50,000. If such services are not expected to exceed \$50,000, they can be contracted by directed negotiation. You may not separate service contractors or split or break projects just to circumvent this requirement. *See* Section 18-8-201 *et seq*, MCA.

- ii. **Other professional services, including non-construction services as defined in Section 18-2-401(9), MCA.**

1. **Professional services for up to \$5,000.** The department may purchase at the Department Head's authorized signatory's discretion.
2. **Professional services for \$5,001 - \$9,999.** At least two written quotes must be obtained, with the lowest most responsible vendor selected.
3. **Professional services for \$10,000 and more.** At least two written quotes must be obtained. The City Council shall be notified in writing, along with the quotes, and presented with such at a City Council meeting prior to the expenditure, unless specifically identified in the annual budget document.
4. **Professional services for \$80,000 or more.** When competitive sealed bidding is used, the contract must be awarded to the lowest most responsible vendor or bidder. Alternatively, when the competitive sealed proposal (or "RFP") process is used, the contract shall be evaluated and awarded in

accordance with Section 18-4-304, MCA. The City Council shall first be notified before procuring professional services for \$80,000 or more, regardless of which method is used.

- c. *Contracts for goods and services*: When entering into an agreement that includes the purchase of goods and services, the procurement shall be classified based on the primary purpose of the contract. If the goods portion represents 51% or more of the total contract value, the procurement shall be treated as a good purchase; if services exceed 50%, it shall be treated as a services purchase. When the procurement involves a complex or integrated system and evaluation criteria other than price are necessary to determine acceptability, the City may utilize the competitive sealed proposal (or "RFP") process authorized under Section 18-4-304, MCA, regardless of classification.

4) Approvals of Purchases.

- a. Two (2) signatures are required to approve the payment for any good or service purchased by the City. The following must appear on each claim submitted to the City.
 - i. **Authorizing signature**: Must be the Department Head or their official designee. In signing, they are certifying that the goods or services were received by the City and are within the approved budget and agreed contract, if applicable. If they did not witness the delivery of the goods or services, they have verified with other City staff that the goods or services were received.
 - ii. **Attest (witness) signature**: Any other City employee who can also attest that the goods or services were received by the City.

5) When Bids or Quotes are not Required – Special Cases for Sole Source Purchases.

- a. Two or more quotes are not required where it is in the City's best interest to maintain a compatible or reliable system provided by a single vendor or professional. The Mayor or his/her designee may waive obtaining two or more quotes for the following reason(s):
 - i. There is only one source for the item(s) or service;

- ii. Only one source is acceptable or suitable;
 - iii. The item(s) or service must be compatible with current supplied or services; or
 - iv. A collective bargaining agreement or other contract requires utilizing a specific item or service.
- b. The Mayor's (or his/her designee's) approval must be obtained in writing prior to purchasing any item(s) or service.

6) Local Business Preference.

- a. To the extent allowed by law, the City Council has directed the City staff to grant preference to Columbus area vendors (59019 zip code) and businesses using the following guidelines:
 - i. Local vendor price (including shipping) must be within 5% of the lowest responsible price available; or
 - ii. Emergency circumstances require immediate procurement.
- b. The local vendor preference may not conflict with any purchasing requirements under state or federal law, including (but not limited to) bidding requirements, wage and hour requirements, contractor registration requirements, and Civil Rights Act compliance requirements.

7) Emergency Purchasing Provisions.

- a. In case of an emergency or disaster declaration under Section 10-3-402 or -403, MCA, these purchasing rules may be temporarily suspended.

8) Suspension and Debarment

a. The City will not enter into any covered transactions, including contracts, subawards, or subgrants supported in whole or in part with federal funds, with any party that is suspended, debarred, or otherwise excluded from participation in federal assistance programs. Covered transactions and thresholds will be

interpreted consistent with 2 CFR Part 180 and 2 CFR 200.214, as applicable to non-federal entities. The city will check prime contractors for suspension/debarment and will require its contractors to include this requirement in covered transactions with all lower tiers.

b. Prior to making an award under a covered transaction, the City department responsible shall verify that the selected contractor, vendor, consultant, or subrecipient (and, when applicable, its principals) is not suspended, debarred, or otherwise excluded. This verification may be accomplished by: (a) checking the entity's status in SAM.gov (Excluded Parties / entity record), or (b) obtaining a signed certification of non-debarment from the entity, or (c) including an appropriate non debarment clause in the award document and maintaining documentation of the entity's response.

Evidence of the suspension/debarment check (e.g., a SAM.gov printout or saved PDF screen, or the signed certification) shall be retained in the official procurement or grant file for the period required by the City's records retention schedule and applicable federal regulations. The city will confirm that this requirement, including a condition to pass the requirement down to lower tiers, is included in bid documents.

For multiyear contracts and subawards, the City may periodically recheck SAM.gov or obtain updated certifications, particularly at the time of amendment, extension, or renewal.

9) Violations of this Policy.

- a. Violations of this policy are subject to disciplinary action in accordance with the Employee Handbook and any applicable union contracts.

**User Agreement
Carbon Stillwater Adult Co-Ed Softball League**

This User Agreement ("Agreement") is entered this ___ day of _____, 2026 by and between the City of Columbus, P.O. Box 549, Columbus, Montana 59019 (the "City") and the Carbon Stillwater Adult Co-Ed Softball League (the "Softball League").

RECITALS

WHEREAS, the City owns the real property known as Granite Peak Park;

WHEREAS, the City and the Softball League desire to enter an agreement pertaining to the Softball League's use of Granite Peak Park;

WHEREAS, The Softball League desires to use Granite Peak Park for the purpose of playing softball; and

WHEREAS, the City deems it to be in the public interest to promote such activity in its park system under the rules and regulations and conditions as set forth herein;

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

TERM

The term of this Agreement is for the summer season of 2026, specifically Monday and Wednesday evenings, from June 15, 2026, through August 12, 2026.

PARK USE CONDITIONS

This Agreement establishes guidelines for the Softball League's use of Granite Peak Park. The Softball League does hereby covenant and agree to the following park use conditions:

1. Use and occupy said facilities in a careful and proper manner and not commit any waste therein.
2. Do not use or occupy said facilities for any unlawful purpose; and conform to and obey all present and future laws and ordinances, and all rules and regulations of all governmental authorities or agencies respecting the use and occupation of the facilities.
3. Do not use or occupy said facilities or permit the same to be used or occupied for any other purpose except the practice and playing of softball.
4. Reasonably coordinate use of the field areas with all other contracted users.
5. Make no substantial alterations, repairs, or additions in or to said facilities without prior express written consent of the Public Works Director of the City of Columbus. Coordination and approval must be obtained before any alterations, repairs or additions are started. It is understood that all improvements to the facilities become the sole property of the City.

6. Utilize the parking lot areas of Granite Peak Park. No vehicles or setups are allowed on the turf areas without express written consent of the Public Works Director.
7. Indemnify, defend, and save the City, its officers, employees and agents, harmless from and against any claims, loss damage, and liability including costs and attorney fees, occasioned by growing out of, arising or resulting in the Softball League's use of the City's Granite Peak Park for any purpose or from any default hereunder, or any tortious or negligent act on the part of the Softball League, their agents, volunteers or employees, and for such purpose shall procure and maintain in full force and effect during the term of this agreement insurance in a reliable company or companies with a minimum policy limit of \$750,000.00 for each claim and \$1.5 million for each occurrence, including bodily injury. The City shall be named as an additional insured party and loss payee on the policy to be evidenced by a certificate of insurance presented to the City Clerk on or before June 16, 2025. Policy must require insurer to give City at least 30 days prior written notice of termination.
8. The City reserves the right to use the facilities for special events during non-scheduled practices or games during the season timeframe. Coordination will be sought by the Public Works Director through a sponsor of the Softball League in writing if a special event is planned.
9. Leave the facilities at the expiration of each practice and or game in as good condition as received. Reasonable wear and tear may be accepted. Includes clean up of trash around concession stand areas, field area, dugouts, spectator viewing stands, parking lot and fence lines.
10. The Softball League sponsor shall provide, upon request, to the Public Works Director a checklist of safety protocols administered at the time of each facility use. Said checklist shall include time and date of inspection, detail of inspection of each field used, equipment both attached and not attached. Any unsafe situation shall be immediately addressed and documented. If an unsafe field condition exists, the Softball League sponsor shall be responsible for discontinuing activities and repairing said unsafe condition prior to use and contacting the Public Works Director as soon as possible with a report of the repair and any follow up maintenance that may be necessary.
11. Failure to abide by any of the above conditions is grounds for the City to immediately terminate this Agreement.

MUTUAL COVENANTS

It is mutually agreed by and between the City and the Softball League that:

1. The Softball League shall not be required to pay a damage/cleanup deposit. The sprinklers around the infields will be the Softball League's responsibility if the damage was caused by infield dragging. In the event of sprinkler damage, the Softball League sponsor shall notify the Public Works Director and coordinate repair.
2. This Agreement and all the covenants and provisions herein contained shall not be assignable.

3. The City expressly agrees that it shall be responsible to provide or perform, at the City's expense, the following:

- a) Regular mowing and trimming of fields,
- b) Fertilizing and weed control of all park property including parking lots.
- c) Irrigation and sprinkler system of grass areas.
- d) Trash receptacles and trash service to empty said trash receptacles and dumpsters
- e) Portable toilets and service to said toilets for the summer season.
- f) Utility Costs for Granite Peak Park.
- g) Insurance for structures, including dugout structures, storage facilities and concession building.

4. The Softball League may not enter into any third-party contracts or agreements that include any use of City property for any purpose.

5. The Softball League will pay a user fee of Three Hundred Dollars (\$300.00) for lease of the fields on or before June 15, 2026.

Signed and agreed to this _____ day of _____, 2026.

City of Columbus

By: Joseph Morse II, Mayor

Attest:

By: Cherrie McAlexander, City Clerk-Treasurer

Carbon Stillwater Adult Co-Ed Softball League

Trista Meier
228 Car Avenue
Columbus, MT 59019
(406) 591-5601

ORDINANCE NO. 374

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUMBUS, MONTANA, CODIFYING NON-EXCLUSIVE FRANCHISE AGREEMENT WITH NEMONT COMMUNICATIONS, INC. FOR INSTALLING, OPERATING, AND MAINTAINING A FIBER OPTIC TELECOMMUNICATIONS SYSTEM

WHEREAS, Nemont plans to install, operate, and maintain within the City a fiber optic telecommunications system to serve Nemont's customers within the City, and Nemont desires to enter into a franchise agreement granting Nemont the authority to use the City's Rights-of-Way for the placement, operation, and maintenance of Nemont's Equipment and Facilities;

WHEREAS, Nemont's fiber optic telecommunications system will consist of Equipment and Facilities placed within the City that are necessary to provide such fiber optic telecommunication services; and

WHEREAS, this Agreement pertains only to the use of publicly dedicated property under the City's authority and control and does not cover privately owned property for the use of which Nemont will have the responsibility to see and obtain permission from private landowners.

WHEREAS, Public Notice of the City Council's intent to hold a public hearing on June 1, 2026, at 7:00 p.m. on the adoption of the proposed Ordinance was published in the Stillwater County News on May 21 and 28, 2026; and

WHEREAS, the City Council held a public hearing at the above published date and time;

WHEREAS, the City Council has duly considered any public comments on the proposed Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Columbus, Montana, that the following additions to the City's franchise ordinances in Chapter 13.12 of the Columbus Municipal Code as outlined below are hereby adopted:

Section 13.12.080 – Non-exclusive franchise granted to Nemont Communications, Inc.

**Section 1
Definitions**

“Equipment and Facilities” includes (but is not limited to) any aboveground or underground lines, cables, boxes, pipes, conduits, pedestals, or other equipment, facilities, things, or apparatus that are necessary to provide fiber optic telecommunication services.

“Rights-of-Way” means any city street, alley, right-of-way, or other publicly dedicated property.

Section 2

Right to Create and Maintain System

The City hereby allows Nemont, under the conditions and limitations provided in this Agreement, the right, privilege, and authority, as described herein, to install, place, maintain, and operate in, through, over, under, and/or upon the City's Rights-of-Way the said Equipment and Facilities to provide fiber optic telecommunications services.

All work or construction, of every kind hereby authorized, shall be performed in a workmanlike manner and shall comply with the requirements of all applicable codes, standards, and laws, whether those of the State of Montana, the U.S. Government, or the City.

Nemont's Equipment and Facilities shall not obstruct or interfere with City's Rights-of-Way or the use thereof by the public, pedestrians, traffic, the City, or any other person or party having a lawful right to such use.

Nemont's operation of the fiber optic system shall comply with all laws of the State of Montana, the U.S. Government, and the City, including, any or all agencies of the said governmental entities.

Section 3 Rights-of-Way Access

Nemont shall have the right to make all needed excavations or other work in any Rights-of-Way for the purpose of constructing, repairing, replacing, and maintaining the Equipment and Facilities used in the delivery of the said telecommunication services. All work within the public right-of-way shall require a valid City excavation permit and shall comply with all City permitting requirements. All of the said work shall be done in compliance with the City of Columbus Telecommunications Construction Standards, as adopted and amended, and all applicable rules, regulations, and ordinances of the City.

There may be located, in the City's Rights-of-Way, equipment owned or under the control of utilities or entities other than the City or Nemont. Nemont is responsible for recognizing rights regarding such other equipment held by other such utilities or entities and shall recognize and understand the need for compatibility, cooperation, and agreement for the use of such Rights-of-Way, among all users or holders of such rights. Nemont shall comply with all City excavation permit requirements, including bonding, insurance, and permitting conditions, prior to performing any work within the public rights-of-way. These requirements shall apply to all future maintenance, repair, replacement, or modification work performed by Nemont within the public rights-of-way.

Section 4 Restoration and Repair

Whenever Nemont shall disturb any of the City's Rights-of-Way for the purposes described herein, Nemont shall restore the same to equal or better conditions in accordance with City standards and as determined by the Public Works Director.

Section 5
As-Built Drawings & GIS Mapping

Nemont shall provide the City with accurate as-built drawings upon completion of construction. As-built drawings shall be submitted in a digital format compatible with the City's GIS system when available and shall include, at a minimum, the horizontal location of all conduits, fiber lines, handholes, vaults, pedestals, and other related facilities installed within the Rights-of-Way. As-built drawings shall be submitted within forty-five (45) days of completion of construction unless otherwise approved by the City. The City may withhold final acceptance of work within the public rights-of-way until such documentation is received. The City recognizes and agrees that Nemont's GIS information is proprietary and that any and all GIS information submitted by Nemont to City pursuant to this Agreement, will be kept private and not be disseminated publicly, but instead be kept for internal use by City and City's contractors on a strictly "as needed" basis.

Section 6
No Warranty by City

The City, in allowing Nemont the use of its Rights-of-Way for the said fiber optic telecommunications system and its Equipment and Facilities, makes no warranties, representations, or promises concerning the title of the said real property of the Rights-of-Way or the City's authority, rights, possession, or control of the said Rights-of-Way. This Agreement does not constitute a conveyance, transfer, deed, lease, or grant by City of any interest, fee simple title, ownership, or leasehold of any real property, street, alley, thoroughfare, or publicly dedicated property controlled or held by, or under the authority of, the City.

Section 7
Equipment and Facilities

Any or all Equipment and Facilities placed, installed, or maintained in the Rights-of-Way by Nemont, as provided by this Agreement, shall be owned by Nemont who shall be solely responsible for the repair, damage, upkeep, care, removal, replacement, or destruction of such Equipment and Facilities, except when destruction or damage is caused by the City, and for which the City is responsible. It shall be the obligation of Nemont to remove the said Equipment and Facilities upon the termination or expiration of this Agreement if requested by the City.

If the City determines that abandoned facilities interfere with the use of the Rights-of-way or future City infrastructure, Nemont shall, upon written notice, remove such facilities at its sole cost and expense. Any facilities no longer in use during the term of this Agreement shall be removed or abandoned in place in a manner acceptable to the City, at the City's discretion.

Section 8
"Call Before You Dig"

For any or all excavations or construction in the City's Rights-of-Way by Nemont for its fiber optic telecommunications system and Equipment and Facilities described in this Agreement, Nemont

must comply with all laws and requirements concerning the program commonly referred to as "Call Before You Dig" which is operated locally by the "Utilities Underground Location Center".

Section 9 Reservation of Rights

Regardless of any or all authorizations made by the City to Nemont pursuant to this Agreement, the City reserves unto itself all rights, privileges and authority to use its streets, alleys, and publicly dedicated rights-of-way for City purposes or for providing City services for its residents and the public. Accordingly, this Agreement shall not prevent or interfere with the City using, for the City's purposes or benefit, the City's streets, alleys, or other rights-of-way, where Nemont facilities are located pursuant to this Agreement or the City's consent, whenever City wishes to place, improve, expand, upgrade, or maintain the City assets, systems, or infrastructure, for City services, such as sewer or water; garbage collection services; or streets, alleys, thoroughfares, or transportation services; or any or all other use of publicly dedicated property. Where an interference with or prevention of Nemont's said use of the City's Rights-of-Way is unavoidable as a result by the City of its Rights-of-Way, or performance of its services, the City shall notify Nemont to give Nemont the opportunity to relocate or modify its Equipment or Facilities to avoid such interference or prevention. Nemont shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate, or remove its facilities within the public rights-of-way when required by the City for construction, reconstruction, maintenance, or operation of any City infrastructure or public project. Upon written notice from the City, Nemont shall complete such relocation within the timeframe specified by the City.

Failure to comply may result in the City performing the necessary work, with all costs billed to Nemont. In any event, the City, by giving any right to Nemont pursuant to this Agreement, shall not lose any or all of its rights to use its own Rights-of-Way for its own needs and purposes as provided above.

Section 10 Vegetation Trimming

If Nemont determines that trimming or pruning of vegetation on the Rights-of-Way or other publicly dedicated property under the City's control is necessary for the construction, operation or maintenance of Nemont's Equipment and Facilities, Nemont has the right to trim or prune the vegetation without cost to the City. It is the responsibility of Nemont to obtain any necessary permission for trimming or pruning of vegetation on private property.

Section 11 Term of Agreement

The initial term of this Agreement shall be ten (10) years, commencing on May 4th, 2026, to and including May 3rd, 2036. This Agreement shall automatically renew for additional ten-year periods at the expiration of a period on the same terms as written herein, unless either party provides written notification to the other party of that party's intention of non-renewal for an additional ten-year period. Non-renewal notifications are due six months prior to the expiration of

a period. If non-renewal notifications are not timely received, then this Agreement shall automatically renew for an additional ten year period on the same terms as provided for in this Agreement.

Section 12
Indemnification and Liability Insurance

To the fullest extent permitted by law, Nemont hereby agrees to indemnify, defend, hold, and save the City and its agents, representatives, employees, and officers free and harmless from any and all liability, loss, cost, claims, judgments, damages, or expense from accident, injury, disease, death, or damage, either to the City or to any other persons or entities, or to the property of the City or any persons, which may occur by reason of the acts or omissions of Nemont (or its employees, agents, subcontractors, or others acting on its behalf) in the exercise of the rights and privileges herein granted.

To carry out the provisions of this agreement, and prior to commencing construction of any kind, Nemont shall have in full force and effect and file evidence thereof with the City Clerk a good and sufficient liability insurance policy (or policies) covering both general liability and vehicle liability with minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence. The proof of liability coverage shall provide that City and its employees, officers, and agents are named additional primary insureds under such coverage.

Section 13
Non-Exclusive Franchise

The rights, authority and privileges provided herein for the operation of a fiber optic telecommunications system in the City or the placement of Equipment and Facilities in Rights-of-Way shall constitute a non-exclusive franchise to Nemont. Assignment or transfer of said franchise by Nemont will not be unreasonably denied by City.

Section 14
Payment for Services

With the exception of the two specific in-kind Municipal Services provided for in Section 16 below, Nemont shall have the right to charge and collect reasonable compensation from all persons and entities to whom service (including installation and connection work) shall be furnished under this Agreement.

Section 15
Solicitation

The City grants Nemont permission to conduct reasonable solicitations for the purposes of selling the services discussed herein within the City.

Section 16
Municipal Services (In-Kind Consideration)

In consideration of the rights and privileges granted under this Agreement, Nemont shall provide high-speed internet service, at no cost to the City, to both the Columbus City Hall and the Columbus Public Works facility. Such service shall include all necessary equipment, installation, and standard service connections required to provide reliable internet access. Service provided under this section shall be maintained for the full term of this Agreement. The standard of service provided shall be comparable to Nemont's commercially available high-speed service offerings and shall include ongoing maintenance and support at no cost to the City.

The City shall be responsible for any internal wiring or equipment beyond the point of service demarcation within each facility unless otherwise agreed upon.

Section 17 Revocation

Should Nemont violate any of the privileges or authority granted in this Agreement or fail to comply with any of the requirements hereof, the City Council may revoke the rights, privileges, and authority hereby given after a hearing before the City Council and upon reasonable notice to Nemont.

Section 18 Jurisdiction 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, with each party to bear its own respective costs and fees.

Section 19 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.

Section 20 Notices

Every notice or response required by this Agreement to be served upon the City or Nemont shall be in writing, and shall be deemed to have been duly given to the other party five (5) business days after having been posted in a properly sealed and correctly addressed envelope when hand-delivered or sent by first-class, certified or registered mail, postage prepaid.

The notices or responses to City shall be addressed as follows:

City of Columbus

P.O. Box 549
Columbus, MT 59019

The notices or responses to Nemont shall be addressed as follows:

Nemont Communications, Inc.
P.O. Box 600
Scobey, MT 59263

Section 21 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.

Section 22 Binding

The City and Nemont 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 Nemont, as well as their partners, successors, assigns, and legal representatives.

Section 23 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.

Section 24 No Partnership

Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, or any other fiduciary relationship between the Parties. Neither party is authorized to act as an agent or on behalf of the other party.

Section 25 Limitation of Liability

The City is not responsible or liable for any loss, claim, damage or expense because of any accident, injury or damage to any person or property occurring under Nemont's exercise of its non-exclusive franchise, unless resulting from either negligence or willful misconduct of the City.

Section 26

Codification

The Parties understand and agree that this Agreement will be codified in the City's ordinances after being executed by the Parties and after the City follows the required steps under Montana law to codify this Agreement.

**Section 27
Entire Agreement**

This Agreement constitutes the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to the non-exclusive franchise granted by the City to Nemont.

1st Reading and Approval: DATED this _____ day of _____ 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.

ORDINANCE NO. 375

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUMBUS, MONTANA, EXPANDING PROHIBITIONS AGAINST MOTORIZED VEHICLES OPERATING OFF AUTHORIZED ROADWAYS AT ITCH-KEP-PE PARK

WHEREAS, the City Council has determined that it is appropriate to revise the City's park regulations to expand the prohibitions against motorized vehicles operating off authorized roadways at Itch-Kep-Pe Park;

WHEREAS, Public Notice of the City Council's intent to hold a public hearing on June 1, 2026, at 7:00 p.m. on the adoption of the proposed Ordinance was published in the Stillwater County News on May 21 and 28, 2026; and

WHEREAS, the City Council held a public hearing at the above published date and time;

WHEREAS, the City Council has duly considered any public comments on the proposed Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Columbus, Montana, SECTION 12.28.010 of the Columbus Municipal Code is hereby amended to read as follows:

12.28.010 - Upper and lower Itch-Kep-Pe park.

A. No motor vehicle, motorcycle, recreational vehicle, moped, motorized scooter, or any other self-propelled motorized equipment may be driven off authorized roadways, except onto parking areas provided.

B. No person may operate a motor vehicle, motorcycle, recreational vehicle, moped, motorized scooter, or any other self-propelled motorized equipment on any road, trail, or area which is specifically posted against such use.

C. Camping at one or more designated campsites for a period longer than seven days during any thirty (30) day period is prohibited unless otherwise posted. Such thirty (30) day periods shall run consecutively during the year commencing with the first day each person camps in a designated campsite each year.

D. No person may set up camp in areas other than designated campsites, unless authorized in writing by the city council.

E. No person may leave a set-up camp, or trailer, camper, other vehicle, or equipment unattended for more than forty-eight (48) hours unless the area is otherwise posted. Such vehicles and equipment may be impounded and will not be returned to the owner or possessor until the costs of towing and impoundment are reimbursed to the City of Columbus.

F. No person may build or maintain a fire, except in established fireplaces, or in portable campstoves, unless otherwise posted or authorized in writing by the city council.

G. No person may leave a fire unattended or leave a campsite area without completely extinguishing all fires prior to departure.

H. Violation of this chapter shall be punishable as provided in Section 1.24.010 of this code. In addition to any other penalty provided for violation, the participant may be expelled from Upper and Lower Itch-Kep-Pe Park.

1st Reading and Approval: DATED this _____ day of _____ 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.