****Public Hearing****
Amending the Expenditure Budget for FY25/26

CITY OF COLUMBUS
AGENDA
MONDAY– November 2, 2026
CITY HALL 6:30 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 CLAIMS**

3. **PRESENTATION OF PETITIONS AND COMMUNICATIONS**
    1. Michael Verseman with Land Design to discuss the Downtown Revitalizing Plan
    2. Myrna Lastusky with Beartooth RC&D to discuss the Granite Peak Dog Park

4. **REPORT OF OFFICERS**
    1. **Chief CFD#3**
    2. **Police Chief**
    3. **Public Works Director**
    4. **City Attorney**
    5. **City Clerk**
    6. **City Court**

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

6. **PUBLIC COMMENT ON CURRENT AGENDA**

7. **REPORTS OF COMMITTEES**
    NONE

8. **UNFINISHED BUSINESS**
    NONE

9. **NEW BUSINESS**
    *Approval of Resolution 904-2026 Amending the Expenditure Budget for FY25/26

    *Approval of the Professional Service Agreement with The Grounds Guys for mowing the Cemetery in the amount of $26,184.17. This is a 5% increase from the last agreement

    *Approval of Bid Package and Timeline for the 2026 Street Improvement Project

    *Approval of the purchase of a new mower for the Parks Department in the amount of $14,748.34

    *Approval of Pay App No. 6 for the Heritage Well Project in the amount of $79,750.78

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

Public Notice for Budget Amendment

Notice is Hereby Given
That the City of Columbus has adopted a resolution to amend the budget for fiscal year 2025-2026. And has set November 2, 2026, at 6:30 p.m. at the Columbus City Hall, 408 E. First Avenue North, Columbus, Montana for the public hearing on approving the budget amendment. A copy of the budget amendment has been placed on file and is open for inspection at the office of the City Clerk during regular office hours. Any taxpayer or resident of the City of Columbus may appear at the hearing and be heard for or against any part of the proposed budget.
Dated this 22nd Day of October 2026
Cherrie L McAlexander
City Clerk-Treasurer

Publish on October 22nd and 29th

MINUTES OF A MEETING OF THE CITY OF COLUMBUS, COLUMBUS, MONTANA HELD October 19, 2026, AT 6:30 P.M.

COUNCIL PRESENT OFFICERS PRESENT	The meeting was called to order at 6:30 p.m. Mayor Joe Morse started the meeting with the pledge of allegiance. The council members present were Rick White, Dennis Holten, Tim Mayo, Cole Waltner, Kelly Ault and Danen Johannes. Staff members present were Public Works Director Peyton Brookshire, Chief of Police Aaron Uecker, City Attorney Ryan Addis and Clerk-Treasurer Cherrie McAlexander.
SIDELINE IN PERSON	Pam Aumueller, Drea Obert, and Joel Moranton
PUBLIC HEARING	NONE
REGULAR MINUTES APPROVED	The mayor asked the council if they had reviewed the minutes of the October 5, 2026, regular meeting, and if there were any additions, deletions, or corrections. Cole Waltner made a motion to approve the minutes of the regular meeting, seconded by Rick White. Rick White mentioned that Ted Story last name was misspelled. Cherrie stated she would correct the spelling. Roll call for vote, Rick White, Dennis Holten, Tim Mayo, Cole Waltner, Kelly Ault and Danen Johannes, all yea votes. Motion passed.
SHUT OFF LIST	The shut-off list for the month of October 2026 was presented to the Council. Dennis Holten made a motion to approve the list as presented, seconded by Cole Waltner. Rick stated that the list seems to be getting longer and asked if it had to do with higher water bills. Cherrie responded that she did not feel that was the case. She also stated that most of the residents on the list pay before the day the city shuts off water. Roll call for vote, Danen Johannes, Kelly Ault, Cole Waltner, Tim Mayo, Dennis Holten, Rick White, all yea votes. Motion passed.
APPROVAL OF CLAIMS	The claims list for the 1st half of October was presented to the Council. Tim Mayo made a motion to approve the claims as presented, seconded by Rick White. Danen asked about the Grizzly Tree Service invoice for $13,000.00. Peyton explained the cost was removing years and years of massive dead tree stumps that were dumped at the transfer site. Danen asked what happened to all the abandoned vehicles and the dump. Peyton stated that they were hauled off. Danen asked about the invoice from Laurel Ford for repairs on the police Tahoe. Aaron explained. Danen suggested taking it somewhere else other than Laurel Ford, like Danny Menholt Cheverlot. Aaron stated that the County and Highway Patrol said never to take anything to Danny Menholt Cheverlot. Roll call for vote, Rick White, Dennis Holten, Tim Mayo, Cole Waltner, Kelly Ault, Danen Johannes, all yea votes. Motion passed.
PRESENTATION OF PETITIONS AND COMMUNICATIONS	NONE
FIRE DISTRICT	The Fire District Chief was not present and did not provide a report.
POLICE	The Police Chief was present and provided a report.
PUBLIC WORKS	The Public Works Director was present and provided a report. Tim asked if there was a leave ordinance in the city. He noticed that some residents were blowing their leaves in the street and leaving them. Ryan stated that the city did not have an ordinance on leaves.

MINUTES OF A MEETING OF THE CITY OF COLUMBUS, COLUMBUS, MONTANA HELD October 19, 2026, AT 6:30 P.M.

ATTORNEY	The City Attorney was present and did not provide a report.
CITY JUDGE	The City Judge was not present and did not provide a report.
CLERK-TREASURER	The Clerk-Treasurer was present and provided a report.
PUBLIC COMMENT ON CURRENT AGENDA ITEMS:	NONE
COMMITTEE REPORTS-	NONE
UNFINISHED BUSINESS	NONE
NEW BUSINESS	Approval of Special Use Permit for Columbus Parade of Lights on Friday December 4. Dennis Holten made a motion to approve the permit, seconded by Kelly Ault; roll call for vote, Danen Johannes, Kelly Ault, Cole Waltner, Tim Mayo, Dennis Holten, Rick White, all yea votes. Motion passed. Approval of Task Order 37 from Interstate Engineering for the 2027 Stormwater Preliminary Engineering Report in the amount of $96,000.00. Dennis Holten made a motion to approve the task order, seconded by Danen Johannes. Dennis asked if this was in the budget. Cherrie responded yes and that there was a grant for $30,000 to help cover the expense. Roll call for vote, Rick White, Dennis Holten, Tim Mayo, Cole Waltner, Kelly Ault, Danen Johannes, all yea votes. Motion passed. Approval of Task Order 38 from Interstate Engineering for a Light District Map in the amount of $10,000. Cole Waltner made a motion to approve the task order, seconded by Tim Mayo; roll call for vote, Danen Johannes, Kelly Ault, Cole Waltner, Tim Mayo, Dennis Holten, Rick White, all yea votes. Motion passed. Approval of the Notice to Proceed for the Pool Rehabilitation Project. Dennis Holten made a motion to approve the notice, seconded by Kelly Ault; roll call for vote, Rick White, Dennis Holten, Tim Mayo, Cole Waltner, Kelly Ault, Danen Johannes, all yea votes. Motion passed.
COMMENTS NOT ON THE AGENDA	Dennis stated that he noticed the letter from the Chamber of Commerce about the crosswalks, and he thinks that the city should put together a letter to send to the state about crosswalks. Dennis asked council for any other items that they might want to put in the letter like a speed reduction. Rick mentioned the need to widen the west end off of pike could be added to the letter. Kelly mentioned getting the caboose added to Railroad Park. Joel Moranton stated that he had a contact with BNSF and would reach out to them. Rick mentioned the person that is scaring people around town and wanted to know what his deal was. Cole stated that he is trying to get people to violate his 2nd and 4th amendment rights to get content to blow up his YouTube Chanel. Aaron's suggestion was to just ignore him, and he will eventually go away.

MINUTES OF A MEETING OF THE CITY OF COLUMBUS, COLUMBUS, MONTANA HELD October 19, 2026, AT 6:30 P.M.

ADJOURNMENT	Joe Morse requested a Motion to Adjourn. Rick White made the motion to adjourn at 6:48 p.m. seconded by Dennis Holten, roll call all yea votes.

JOSEPH MORSE II, MAYOR

CHERRIE L MCALEXANDER, CLERK-TREASURER

PRESENTED BY: LAND DESIGN

DOWNTOWN COLUMBUS

REVITALIZATION STUDY

City Council Update 11/02/2026



A SPECIAL THANKS TO:

Incorporated 1907 COLUMBUS, MONTANA | Building Stronger Communities Beartooth R&D | USDA | RCAC | ROCE

ROCE Community Survey

Tuesday, May 26, 2026 • Survey

01 DOWNTOWN ASSETS

32 written responses | Biggest strength today



LOCAL BUSINESSES & DESTINATIONS
Brewery, Palladium, Atlas, shops and services

SMALL-TOWN CHARACTER
Friendly, quaint, charming and historic

WALKABILITY & RAILROAD PARK
Walkable streets, shaded park and mature trees

COMMUNITY & EVENTS
Events, food trucks and engaged local people

Word cloud terms also included space, quaint, brewery and Apple Village.

02 BUSINESSES & ATTRACTIONS

39 respondents | Desired uses and destinations

Retail shops / boutiques	27	69%
Restaurants / coffee shops	25	64%
Entertainment / events	21	54%
Outdoor spaces / parks / seating	16	41%
Lodging / short-term rentals	7	18%

Write-ins: activities, bowling / pool, fitness gym.

03 STREETSCAPE IMPROVEMENTS

39 respondents | Changes to make downtown inviting

Landscaping / trees / flowers	21	54%
Outdoor seating / gathering	20	51%
Parking	18	46%
Decorative garbage bins	14	35%
Signage / wayfinding	13	33%
Covered / shaded benches	10	25%
Lighting	10	25%
Public art / murals	9	23%

Write-ins: crossings, paths and storefront cleanup.

04 BIGGEST CHALLENGES

35 written responses | Responses mentioning theme

Vacant / deteriorating buildings	10
Few attractions / things to do	9
Limited food / business options	9
Parking / traffic / access	10
Visibility / marketing	2

Core concern: inactive buildings, limited reasons to visit and access.

05 IMMEDIATE IMPACT

32 written responses | Small changes

Signage & promotion	11
Clean up / beautify storefronts	9
More shops / attractions	8
Parking / safer streets	4
Business hours / friendliness	4

Near-term opportunity: wayfinding, promotion and storefront care.

06 REALISTIC IN 3 YEARS

31 written responses | Improvements achievable

Fill / restore storefronts	10
Restaurants & gathering places	8
Family attractions / events	7
Parking / traffic safety	4
Beautification / Railroad Park	6

Mid-term opportunity: reuse storefronts and strengthen downtown activity.

KEY TAKEAWAYS

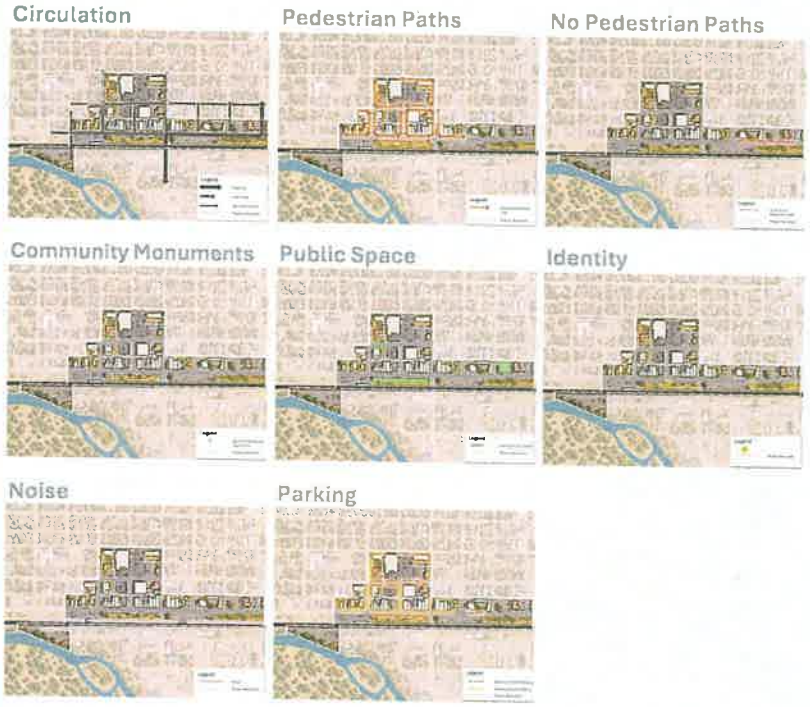
Residents value downtown's character and businesses, while prioritizing more dining and retail, better public spaces, and storefront improvements.

Inventory

Monday, September 21, 2026 • Site Visit



KEY CONDITIONS



KEY TAKEAWAYS

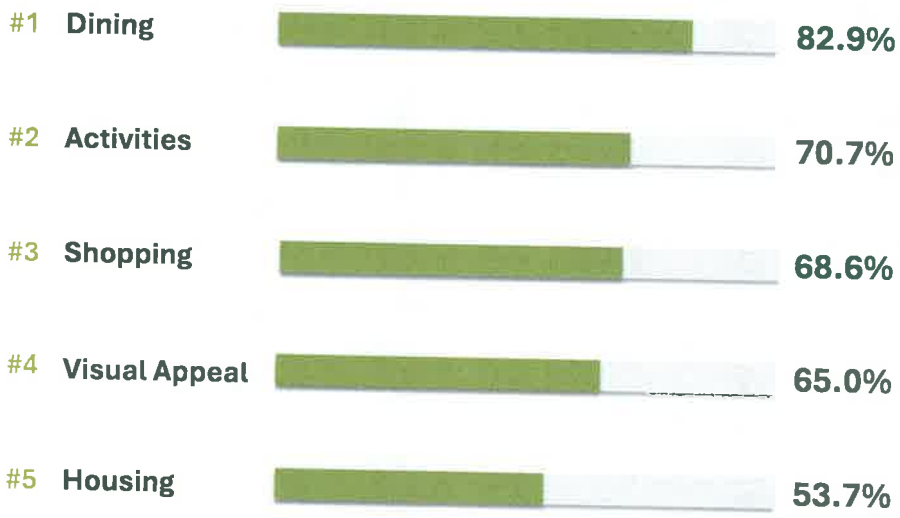
The inventory revealed limited building vacancy but gaps in pedestrian connectivity. Existing businesses, public spaces, and historic character provide a strong foundation for future downtown improvements.

Farmers Market Feedback

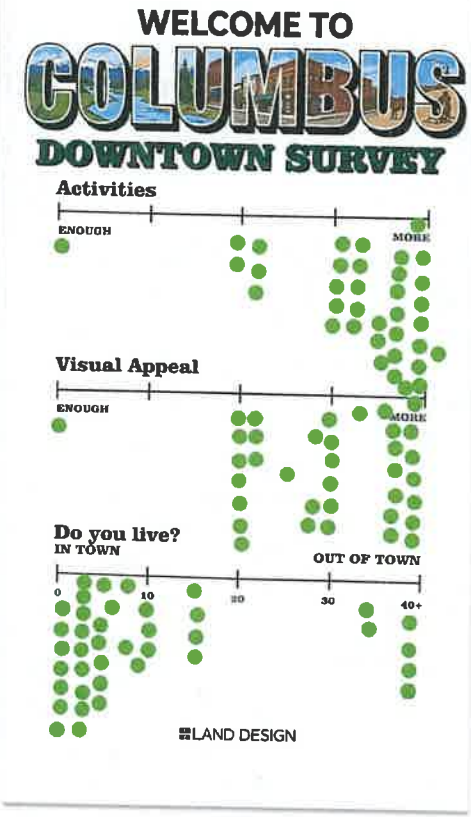
Thursday, September 24, 2026 • Dot survey

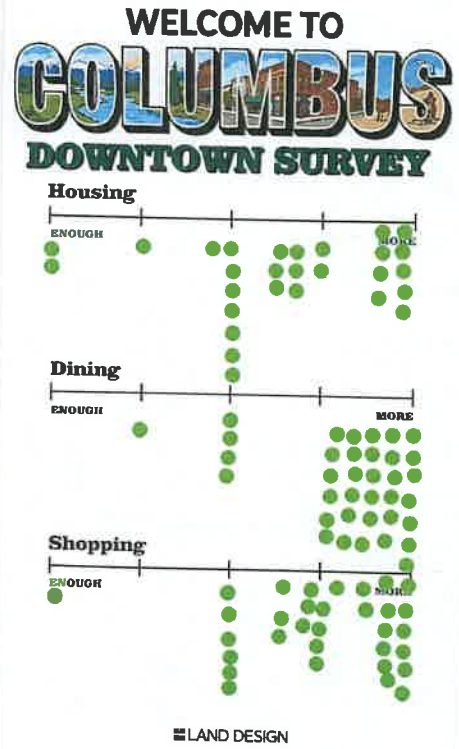
PRIORITIES FOR DOWNTOWN

Community demand score • 0 = enough, 100 = more



STRONGEST REQUEST: DINING **82.9%**





KEY TAKEAWAYS

Farmers Market feedback showed the strongest demand for additional dining options, followed by activities, shopping, and improvements to downtown's visual appeal. These results highlight a desire for more businesses, entertainment, and an inviting downtown environment.

Public Meeting 1 | Community Engagement

Thursday, October 15 • Palladium Brewery, Columbus



COMMUNITY PRESENTATION | Overview of the revitalization study and opportunities for input



01 VISUAL PREFERENCE BOARDS

Participants placed stickers along low-to-high preference scales to indicate support for potential downtown projects and enhancements.

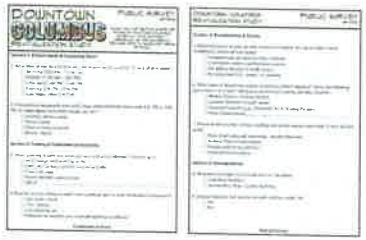
- Parks & public gathering
- Streetscape & wayfinding
- Railroad corridor & river access



02 OPPORTUNITY MAPPING

Residents placed colored dots on a downtown map and provided written feedback about specific locations.

- Red – Conflict Areas
- Green - Assets
- Blue – Opportunity Areas



03 COMMUNITY SURVEY

A two-sided survey asked how people use downtown and what changes could improve visits, comfort, and activity.

- Businesses & operating hours
- Parking, walking & access
- Events, parks & public spaces

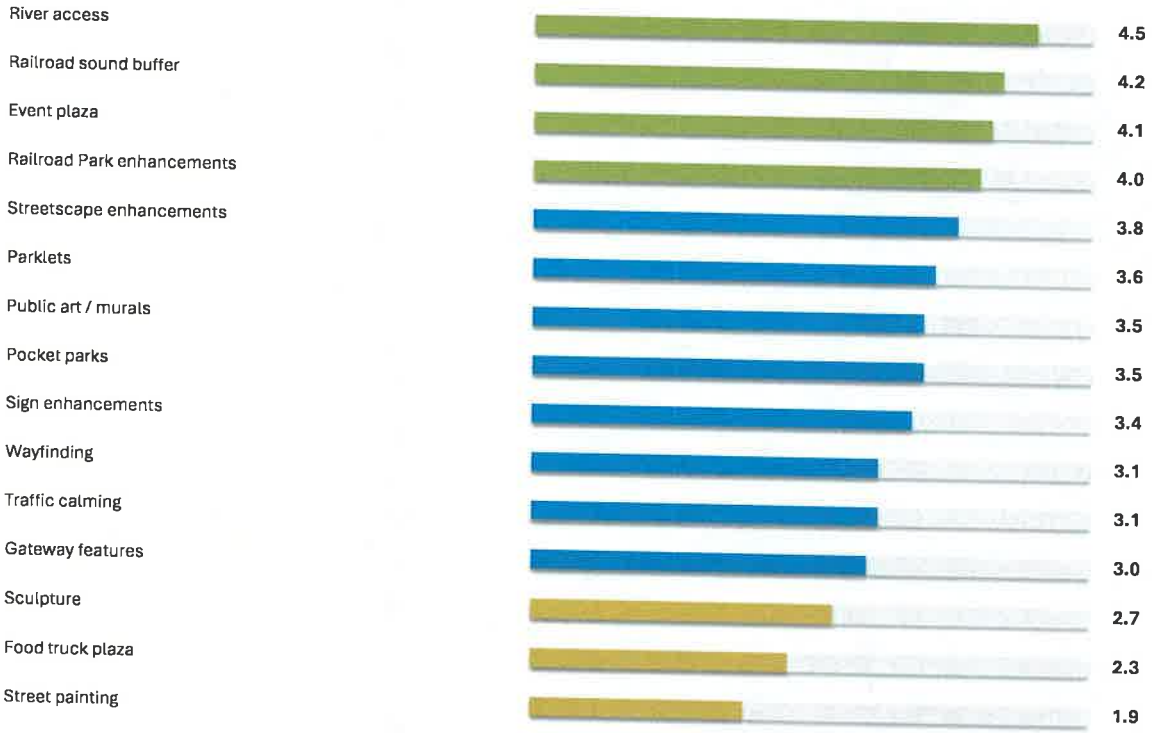
KEY TAKEAWAYS

Approximately 30 community members attended the first public meeting on October 15. Participants provided feedback through visual preference boards, opportunity mapping, and a community survey to help identify downtown priorities and guide future improvements.

Public Meeting 1 | Amenity Preferences

Thursday, October 15 • Palladium Brewery, Columbus

PREFERENCE RATINGS | LOW TO HIGH



RIVER ACCESS

4.5 / 5 • Estimated



RR SOUND BUFFER

4.2 / 5 • Estimated



EVENT PLAZA

4.1 / 5 • Estimated



RR PARK ENHANCEMENTS

4.0 / 5 • Estimated



KEY TAKEAWAYS

Community feedback showed the strongest support for river access, railroad noise buffering, event plazas, and Railroad Park enhancements. These results highlight a desire for better connectivity, reduced railroad impacts, and improved public gathering spaces downtown.

Public Meeting 1 | Mapping & Written Feedback

Thursday, October 15 • Palladium Brewery, Columbus

OPPORTUNITY MAPPING

Color-coded community input

CONFLICT AREAS

Locations where participants identified existing challenges or concerns.

- Railroad crossings and the highway corridor were identified as areas of concern for safety, traffic, and circulation.

ASSETS

Existing places and features the community values and wants to preserve.

- Existing Downtown businesses, destinations, and public spaces were identified as valued community features.

OPPORTUNITIES

Locations where participants see potential for improvements or enhancements.

- The Yellowstone River corridor and key connections were highlighted as potential areas for improvements.



KEY TAKEAWAYS

Community mapping identified pedestrian safety, railroad crossings, and traffic circulation as key concerns. Participants also highlighted valued downtown destinations and public spaces, along with opportunities to improve downtown appearance, strengthen community identity, and enhance connections to the Yellowstone River.

Emerging Community Priorities

Themes emerging across community surveys, site inventory, and Public Meeting 1



COMMUNITY INPUT + SITE INVENTORY

Top four themes informing future downtown concepts

01 DOWNTOWN BUSINESSES

Interest in more dining, retail, and activating existing storefronts.

02 PUBLIC SPACES

Support for gathering spaces, Railroad Park improvements, and outdoor amenities.

03 ACCESS & CIRCULATION

Pedestrian gaps, parking, railroad crossings, and train noise were recurring concerns.

04 RIVER CONNECTIONS

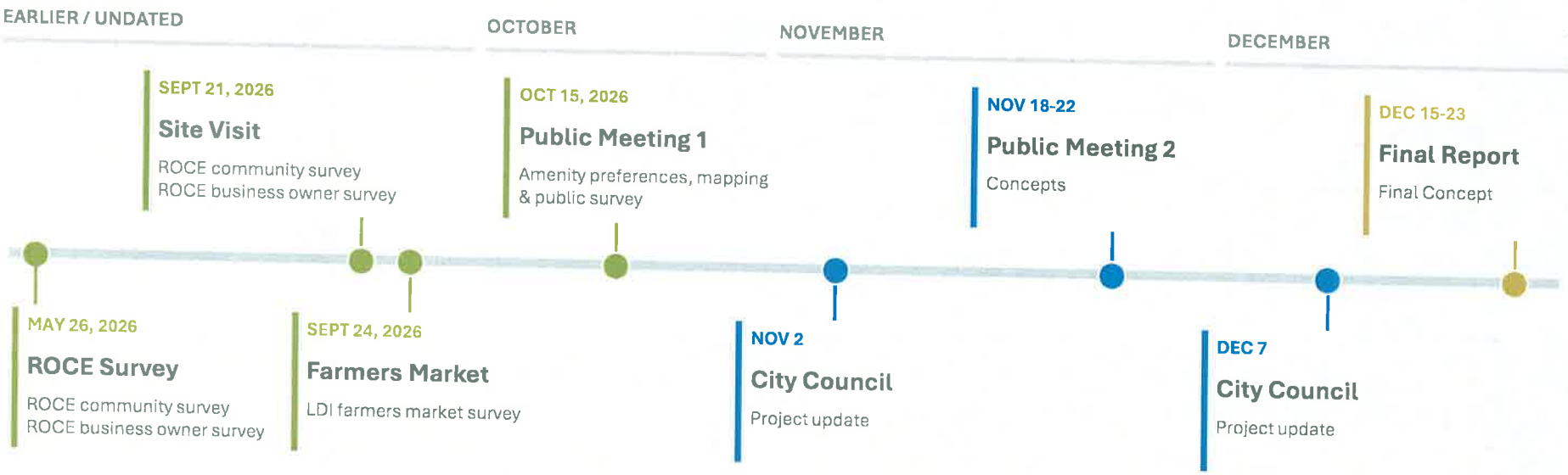
River access received the highest amenity preference score at Public Meeting 1.

***NEXT STEP** Translate these findings into concept design alternatives for community feedback at Public Meeting 2.*

DOWNTOWN COLUMBUS / REVITALIZATION STUDY

Project Schedule | Community Engagement to Final Report

Completed research and public input • Upcoming meetings • Final reporting



DOWNTOWN

COLUMBUS

THANK YOU



PRESENTED BY:

LAND DESIGN

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

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

To: Columbus City Council

From: Chief Aaron Uecker

Subj: Monthly Report

Heart 7 returned to the range to do more work. Some of the County Employees have shot since and have not reported any further issues. Forecast over the weekend shows precipitation so we'll see/CPD will have their annual qualification soon as well.

Calls for service as of 27 October are up this year to 3,294 from 2,575 last year at this time. Officers are getting ready for Shop with a Cop once again. Valley federal credit union has once again stepped up and stated they wish to provide breakfast and beverages for the program before the parade. CFR and SCSO have already stated they have volunteers ready to help as well. The final number of kids will come as soon as we get a more accurate number of First Responders to help.

Kudos to Peyton for getting the parking lines painted around town. It has made travel easier/safer while driving down Pike Ave and the side streets off of Pike.

Aaron Uecker

PUBLIC WORKS

Council Report | November 2nd, 2026

Prepared by: Peyton Brookshire, Director of Public Works	City of Columbus, Montana

WATER

- See attached memo from Engineering West regarding the Heritage Well Project.

SEWER

- Nothing new to report.

STREETS / DRAINAGE

- 2026 Street Improvements Project: Council approval of the proposed timeline and bid package.
- Alley blading is underway.
- E. 1st Avenue South Paving: Initiated discussions with Sibanye-Stillwater regarding potential cost-sharing for a future paving/overlay project extending from Pratten Street east to the mine property. Given the significant heavy truck traffic and associated pavement deterioration, I am exploring opportunities for financial participation while allowing adequate time for future budgeting and planning.
- The parking stall lines along Pike, Pratten and N 4th Street have been completed. I believe this greatly enhances the safety and visibility along these corridors without limiting the amount of public parking availability.

PARKS

- Approval of the purchase of a new mower for the parks department. Currently out two mowers are consistently needing repairs. I am recommending the Bobcat mower. I have attached recent quotes received.
- Approval of the professional services agreement with the Grounds Guys for lawncare maintenance at the cemetery for $26,184.17. This is roughly a 5% increase from last year.

OTHER

- Highway 78 (N. 9th Street) – Proposed Crosswalk

At Council's request, I contacted MDT regarding the possibility of establishing a marked pedestrian crosswalk across Highway 78 at N. 9th Street. MDT indicated that the crossing would require ADA-compliant curb ramps and connecting pedestrian facilities on both sides of the highway. Because this infrastructure does not currently exist, MDT would not approve the crosswalk under existing conditions. MDT also indicated that it is unlikely to fund these improvements due to other priorities and funding limitations. However, the City could pursue the necessary improvements through an MDT encroachment permit at its own expense. I have attached the email response.

Pike and Pratten Street Railroad Crossings: I also contacted MDT regarding the status of the railroad crossing improvement project, currently scheduled for 2029. MDT confirmed that the project is experiencing funding challenges and requires additional coordination with the railroad. A new diagnostic review is also necessary under updated federal requirements. MDT anticipates conducting this review in spring 2027 and has committed to including the City in the process.

Peyton and Cherrie

Attached is the Substantial Completion document for the Heritage Well project. The contractor will be submittal Payment Application No. 6. The 5% retainage amount ($19,750.78) will be paid in the final payment. The contractor needs to provide us with a lien release from his sub-contractor and fix the chlorinator drain pipe in the well building. Once these are done then the contractor will submit for final payment (5% retainage amount). I expected both Payment Application No. 6 and Final Payment application to be submitted this week.

The contractor will provide a 2-year warranty starting on the date of the substantial completion (today's date). Thanks.

ENGINEERING WEST
LAND • WATER • SEWER
PO BOX 94 • COLUMBUS, MT

TRAVIS WEST, PE, RS
Civil Engineer
Registered Sanitarian
35 11th St N, Columbus, MT 59019
406-322-1116
travis@engineering-west.com
http://www.engineering-west.com

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Columbus, Montana
Engineer: Travis West, PE, RS
Contractor: Aaqua Drilling, Inc.
Project: Heritage Park South Well
Contract Name: City of Columbus Heritage Park South Well

Owner's Project No.:
Engineer's Project No.:
Contractor's Project No.:

This ☐ Preliminary ☑ Final Certificate of Substantial Completion applies to:

☑ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion: 10/26/26

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☑ None ☐ As follows:

Amendments to Contractor's Responsibilities: ☑ None ☐ As follows:

The following documents are attached to and made a part of this Certificate:

None

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By *(signature)*:

Name *(printed)*: Travis West, P.E., RS (Engineering West)

Title: Project Engineer

EJCDC® C-625, Certificate of Substantial Completion.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Peyton,

In order for MDT to approve a marked crosswalk, the crossing needs to be ADA / PROWAG compliant. Therefore, there would need to be pedestrian curb ramps on both sides of MT 78 and connected pedestrian facilities.

Because there are no existing pedestrian facilities adjacent to the highway in this area, I don't foresee a scenario where MDT would approve a marked crosswalk across the highway as is. This was also a contributing factor why MDT had previously denied a similar request at 4th Ave N.

While technically not my decision, I can't imagine MDT would volunteer to install ped facilities due to funding constraints and other project priorities. However, if the community would like to install ped facilities within highway R/W and the marked crosswalk, they could do so on an encroachment permit.

Let me know if there is anything you would like to discuss further.

Thanks,

Zach Kirkemo
MDT Billings District Traffic Engineer
(406) 657-0240
zkirkemo@mt.gov

November 2, 2026

REPORT FROM THE CITY CLERK-TREASURER
CHERRIE L MCALEXANDER

1. I have started a new cemetery project of scanning deeds into the city's cemetery software. While doing this we are completing an audit to verify that all information in the city's cemetery software is accurate. We are working with Jim at public works to resolve any discrepancies.

2. Please see attached memorandum for the SRF Loan Coverage Calculation. This is for the 12th Street Sewer Project.

3. Please see attached Preliminary Pool Demolition Schedule

4. Tonight you will have a presentation on the progress of the Downtown Revitalization Plan for the City. In the presentation there will be mention of river connection/access as a potential area of improvement. This land is owned by BNSF and is a railroad right-of-way. Please see the attached information on getting a "Park" or "Public Access" area on a BNSF right-of-way.

5. The Next Downtown Revitalization Community Meeting will be November 19th at 6pm at the Palladium. Please mark your calendars.

6. NextEra Energy has agreed to purchase one of the drinking fountains for Granite Peak Park. The city will purchase both but will only have to pay for one.

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

MEMORANDUM

To: Joe Morse, Mayor
City of Columbus

From: Anna Miller, Division Finance Administrator
Department of Natural Resources and Conservation

Subject: Columbus $948,000 SRF Loan Coverage Calculation

Date: October 21, 2026

I have reviewed the Fiscal Year 2026 actuals and the Fiscal Year 2027 budget of the City's wastewater system. The City has two outstanding loans payable from the revenue of its wastewater system. The City is looking at borrowing additional funds to finance improvements to its wastewater system in the amount of $948,000 at an interest rate of 2.5% over 20 years. I have estimated closing dates in the winter of 2026 to see if coverage is made.

The average highest years debt service is $225,775 in fiscal year 2029.
Coverage is $225,775 x 110% = $248,353.

Coverage Calculation using FY2026 Revenue and Expenses

Wastewater System Revenue FY 2026	$ 639,447
Wastewater System Expenses FY 2026	<$ 160,952>
Total Net Revenues	$ 478,495

Net Revenues	$ 478,495
Coverage Needed	<$ 248,353>
Coverage is met by	$ 230,142

Coverage Calculation using FY2027 Budgeted Revenue and Expenses

Wastewater System Revenue FY 2027	$ 600,000
Wastewater System Expenses FY 2027	<$ 427,576>
Total Net Revenues	$ 172,424

Net Revenues	$ 172,424
Coverage Needed	<$ 248,353>
Coverage **may not be** met	<$ 75,292>

It appears the City does meet coverage for the loan using the FY 2026 actual financial statements. However, the City may not meet coverage based off FY 2027 financials, due to the addition of a new employee which increased the FY 2027 budget.

Please call if you have questions. My number is 406-444-6689.

cc: Cherrie McAlexander - Columbus w/email
Anna Miller – DNRC w/
Dan Semmens – D&W w/email
Tricia Elpel – D&W w/email
LaNette Diaz – Interstate w/email
Travis Dunkle - DEQ w/email
Emily Gillespie – EPA w/email
Abby Weimer – DNRC w/
Columbus $350,000 SRF EC Loan file w/

RECIPIENT: Town of Columbus

PROJECT TITLE: BNSF Railroad Sanitary Sewer Crossing Replacem

10/8/2026

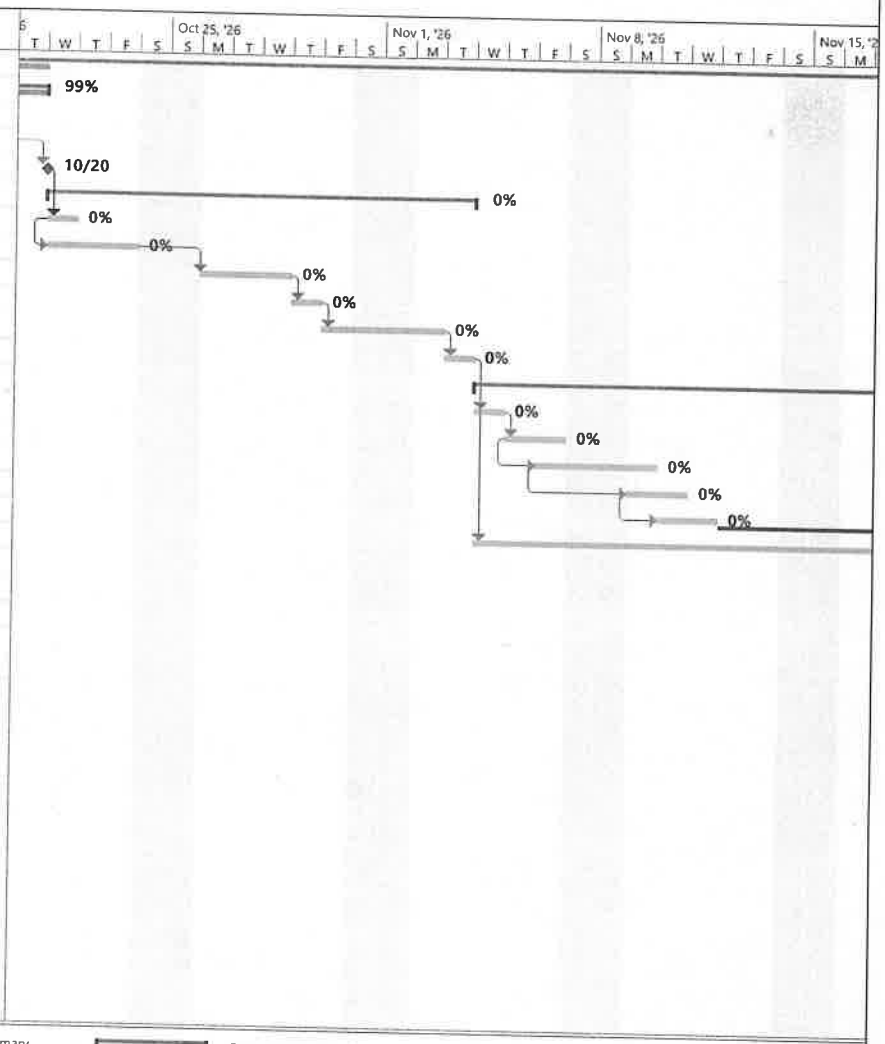
ADMINISTRATION	***CDS***	***SRF B Loan***	***TOTAL***
Grant Administration		$22,000.00	***$22,000.00***
Legal Costs		$5,000.00	***$5,000.00***
Audit Fees		$2,500.00	***$2,500.00***
Bond Costs		$20,000.00	***$20,000.00***
SRF Debt Service Reserves		$30,282.00	***$30,282.00***
			$0.00
TOTAL ADMINISTRATION	***$0.00***	***$79,782.00***	***$79,782.00***
CONSTRUCTION RELATED ACTIVTIES			
Update Plans & Specs		$28,000.00	***$28,000.00***
Bidding		$20,000.00	***$20,000.00***
Construction Inspection Eng.		$225,000.00	***$225,000.00***
Construction - Utility Inspection/Flaging		$200,000.00	***$200,000.00***
Construction	$825,000.00	$205,000.00	***$1,030,000.00***
Contingency		$190,218.00	***$190,218.00***
			$0.00
TOTAL ACTIVITY	***$825,000.00***	***$868,218.00***	***$1,693,218.00***
TOTAL PROJECT BUDGET	***$825,000.00***	***$948,000.00***	***$1,773,000.00***
	$ 825,000.00	$ 937,500.00	
		$ (10,500.00)	

SUMMARY OF MATCHING FUNDS

FUNDING SOURCE	***AMOUNT***
CDS	$825,000.00
SRF B Loan	$948,000.00
TOTAL	***$1,773,000.00***

261014 Preliminary Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	% Complete
1		**Columbus Pool Rehab**	**166 days**	**Tue 9/22/26**	**Fri 5/21/27**	**1%**
2		**Pre Construction**	**21 days**	**Tue 9/22/26**	**Tue 10/20/26**	**99%**
3	✓	Notice of Award	1 day	Tue 9/22/26	Tue 9/22/26	100%
4	✓	Pre Construction Conference	1 day	Mon 10/12/26	Mon 10/12/26	100%
5		Notice to Proceed	0 days	Tue 10/20/26	Tue 10/20/26	0%
6		**Demolition**	**10 days**	**Wed 10/21/26**	**Tue 11/3/26**	**0%**
7		Removal of Fence (Might Leave for Safety)	1 day	Wed 10/21/26	Wed 10/21/26	0%
8		Gutter Removal	3 days	Wed 10/21/26	Fri 10/23/26	0%
9		Removal of Concrete Decking	3 days	Mon 10/26/26	Wed 10/28/26	0%
10		Removal of Existing Liner	1 day	Thu 10/29/26	Thu 10/29/26	0%
11		Removal of Structures/Imported Fill	2 days	Fri 10/30/26	Mon 11/2/26	0%
12		MISC Removal	1 day	Tue 11/3/26	Tue 11/3/26	0%
13		**Pool Piping**	**10 days**	**Wed 11/4/26**	**Tue 11/17/26**	**0%**
14		Install 2" Water Service	1 day	Wed 11/4/26	Wed 11/4/26	0%
15		Install Pool Supply Line	2 days	Thu 11/5/26	Fri 11/6/26	0%
16		Install Drain Pipe Line	2 days	Fri 11/6/26	Mon 11/9/26	0%
17		Install Pool Fill Line	2 days	Mon 11/9/26	Tue 11/10/26	0%
18		Install Main Drain (Pending Natare Supply)	2 days	Tue 11/10/26	Wed 11/11/26	0%
19		Install SS Gutter System	10 days	Wed 11/4/26	Tue 11/17/26	0%
20		**Winter Shutdown**	**81 days**	**Wed 11/18/26**	**Mon 3/22/27**	**0%**
21		Winter Shutdown	81 days	Wed 11/18/26	Mon 3/22/27	0%
22		**Major Installs**	**34 days**	**Tue 3/23/27**	**Fri 5/7/27**	**0%**
23		Electrical Bonding	26 days	Tue 3/23/27	Tue 4/27/27	0%
24		Install Ribbon Slab & Slab Pentrations	4 days	Tue 3/23/27	Fri 3/26/27	0%
25		Install Deck Drain Line	2 days	Mon 3/29/27	Tue 3/30/27	0%
26		Install Sidewalks	3 days	Wed 3/31/27	Fri 4/2/27	0%
27		Install Deck Drainage System	3 days	Mon 4/5/27	Wed 4/7/27	0%
28		Install Concrete Deck	10 days	Thu 4/8/27	Wed 4/21/27	0%
29		Install Concrete Stairs	3 days	Thu 4/22/27	Mon 4/26/27	0%
30		Install PVC Membrane Liner	10 days	Thu 4/22/27	Wed 5/5/27	0%
31		Install MISC Pool Equiptment	2 days	Thu 5/6/27	Fri 5/7/27	0%
32		**Clenaup/Closeout**	**10 days**	**Mon 5/10/27**	**Fri 5/21/27**	**0%**
33		Installation of Fence	2 days	Mon 5/10/27	Tue 5/11/27	0%
34		Install Remaining Pool Deck Equiptment	2 days	Wed 5/12/27	Thu 5/13/27	0%
35		Misc Cleanup	5 days	Fri 5/14/27	Thu 5/20/27	0%
36		Seeding	1 day	Fri 5/21/27	Fri 5/21/27	0%
37		Substantial Completion	0 days	Fri 5/21/27	Fri 5/21/27	0%



Critical Split
Critical Progress
Task
Split
Task Progress
Manual Task
Start-only
Finish-only
Duration-only
Baseline Split
Milestone
Summary Progress
Summary
Manual Summary
Project Summary
External Tasks
External Milestone
Inactive Task
Inactive Milestone
Inactive Summary
Deadline
Slack
Critical

Getting a Park on a BNSF Railroad Right-of-Way

Engineering

BNSF will require the proposing agency (usually a city, county, or the state) to draft detailed engineering concepts.

- **Clearance Requirements:** Any park facility or trail must sit outside the active rail zone. BNSF typically requires a minimum clear recovery area of **30 to 42 feet from the centerline of the nearest track**.
- **Safety Barriers:** The design must feature robust, railroad-approved fencing to prevent park users from wandering onto the tracks.
- **Property Verification:** Cross-reference county GIS mapping with BNSF's exact mileposts to ensure clarity on ownership boundaries.

Application and Administrative Processing

BNSF utilizes a third-party real estate management firm (**Jones Lang LaSalle / JLL**) to handle its land transactions and right-of-way permits in Montana.

- **Submit the Application:** You must file the request online through the BNSF Rail Permitting Portal.
- **Pay Non-Refundable Fees:** The basic application processing fee is generally **$2,000 to $2,500**. Note that any revisions or redlines to the engineering drafts can trigger substantial secondary fees.
- **Timeline:** Expect administrative processing to take a minimum of **30 to 60 days** just for initial reviews, and often much longer for complex public use modifications.

Legal and Agreement Structuring

If BNSF Engineering approves the technical concept, you will enter negotiation for a formal land agreement (most commonly a Lease for Land or a Public Use Encroachment Permit). The following strict constraints will apply:

- **The "No Warranty of Title" Clause:** BNSF issues licenses without explicit warranty of title. If a third party claims underlying ownership of the land corridor, the municipality must resolve it.
- **Indemnification & Insurance:** This is the highest hurdle for local governments. BNSF requires the public agency to completely **indemnify the railroad** against all liability. The city or county must maintain comprehensive General Liability insurance (often requiring limits starting at **$2M/$4M up to $5M/$10M** depending on proximity to active lines).
- **Revocability:** Almost all BNSF right-of-way leases contain clauses allowing the railroad to terminate the agreement or demand the removal of the park if they need the corridor for future track expansions or operations.

Construction Coordination & Flagging

No construction crews may step foot onto the right-of-way until the legal agreements are signed. Once construction begins:

- **BNSF Flaggers:** The public agency must coordinate all activity with a BNSF Utility/Construction Coordinator. Whenever workers or equipment are within the right-of-way, BNSF will require their own field inspectors or **railroad flaggers**.
- **Cost Reimbursement:** The municipality is legally responsible for paying the entire cost of the railroad flaggers, vehicle rentals, and engineering oversight on an **actual cost basis**.

The following Resolution was introduced by Councilperson_____, who moved its adoption.

RESOLUTION NO. 904-2026

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUMBUS, MONTANA, AMENDING THE EXPENDITURE BUDGET FOR THE CITY OF COLUMBUS FOR THE FISCAL YEAR 2025-2026

Allocating Fund to Capital Accounts

WHEREAS, The City Council of the City of Columbus, Montana has prepared a budget AMENDMENT for the fiscal year 2025-2026, and published a notice and conducted a public hearing permitting all taxpayers or residents to appear and be heard for or against any part of said budget amendment on November 2, 2026, all as provided under Title 7, Chapter 6, Part 40, Montana code Annotated; and

WHEREAS, the City Council of the City of Columbus wishes to amend the fiscal year 2025/2026 budget to reflect transfer of funds from the following accounts into capital accounts for future capital expenditures.

WHEREAS, the City Council of the City of Columbus wishes to amend the fiscal year 2025/2026 budget to reflect a transfer of remaining appropriated funds from

From Account	Amount	To Account	Purpose
4030-521000-820 Industrial Park	$3,921.00	4120-101001	Final cash balance to close out Fund

WHEREAS, City Council deems it necessary to amend the City's budget to allow for future expenditures, and

WHEREAS, The City Council has requested that the City Clerk publicly notice this Budget Amendment as provided under title, 7, Chapter 6, Part 40. Said notice was published on October 22, 2026 and October 29, 2026.

BE IT RESOLVED, by the City Council of the City of Columbus, Montana that the City Council hereby approves transfer of remaining appropriated funds from:

From Account	Amount	To Account	Purpose
4030-521000-820 Industrial Park	$3,921.00	4120-101001	Final cash balance to close out Fund

BE IT FURTHER RESOLVED, that said transfers for the fiscal year 2025-2026 Budget as set forth are hereby authorized.

The MOTION for the adoption for the foregoing RESOLUTION was seconded by Councilperson _____and upon being put to a vote, _____ voted for; and _____voted against; and thereupon the Mayor declared the MOTION passed and the RESOLUTION adopted.

DATED this _____day of November 2026

_____

Joseph Morse II, Mayor

ATTEST:

_____

Cherrie L McAlexander, City Clerk

PROFESSIONAL SERVICES AGREEMENT

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

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

1. **Purpose:** The City agrees to hire the Service Provider as an independent contractor to perform the services as described in the Scope of Services attached hereto as **Exhibit A**, which is incorporated by reference as part of this Agreement. The Service Provider shall provide the services in accordance with the terms and subject to the conditions as set forth in this Agreement and to the reasonable satisfaction of the City.

2. **Effective Date:** This Agreement is effective upon the date of its execution and will terminate on the 30th day of November, 2027. The Parties may extend this Agreement in writing prior to its termination.

3. **Scope of Work:** The Service Provider will provide the professional services in accordance with the specifications and requirements of the Scope of Service (see **Exhibit A**).

4. **Payment:** The City agrees to pay the service provider Twenty six thousand one hundred eighty four dollars and seventeen cents ($ 26,184.17) for the professional services as described in the Scope of Service.

5. **The Service Provider's Obligations:** The Service Provider's duties and responsibilities include the following:

   a. Furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Service Provider's professional services as defined in the Scope of Service;

   b. Prepare and present such information as may be pertinent and necessary for the City to pass critical judgment on the features of the professional service;

   c. Perform professional services in accordance with generally accepted standards currently in use with similar type projects;

d. Perform professional services in connection with the Scope of Service at a standard of similarly situated professionals in the industry;

e. Utilize personnel of required skill, experience, licenses, and qualifications;

f. Allow the City the right of review and examine the Service Provider's work and records pertaining to the Scope of Service; and

g. Identify a contact person who shall receive and examine the documents supplied by the City, act as the liaison between the City and the Service Provider, and response to requests from the City in writing promptly to prevent unreasonable delay in performing the Scope of Service.

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

a. Review with the Service Provider all pertinent information as to the City's requirements for the Scope of Service;

b. Identify a contact person who shall receive and examine the documents supplied by the Service Provider, evaluate the adequacy and results of the services performed by the Service Provider, accept responsibility for the results of such services, act as the liaison between the City and the Service Provider, and respond to requests from the Service Provider in writing promptly to prevent unreasonable delay in performing the Scope of Service; and

c. Give prompt written notice to the Service Provider whenever the City observes or otherwise becomes aware of a defect in the Scope of Service or other events which may substantially affect the Service Provider's performance of services under this Agreement.

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

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

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

9. **Indemnification; Insurance:**

   a. To the fullest extent permitted by law, the Service Provider shall fully indemnify, defend, and hold the City, its agents, representatives, employees, and officers harmless from and against all claims, actions, costs, fees, losses, liabilities, or damages of whatever kind or nature in any way arising from or related to the Service Provider's performance of this Agreement and the Service Provider's work on the Scope of Work or any related work of any subcontractor or supplier to the Service Provider.

   b. The Service Provider shall maintain those insurances as may be required by the City as set forth on **Exhibit B** (Required Insurance Coverage), which is attached hereto, and the Service Provider shall provide the City with proof of such insurance coverage with this Agreement. The Service Provider shall notify the City thirty (30) days prior to the expiration of any such required insurance coverage and shall ensure such required insurance coverage is timely renewed during the term of this Agreement, including any extensions of the same, so that there is no lapse in coverage during the Service Provider's performance of this Agreement. The Service Provider shall further notify the City within two (2) business days of the Service Provider's receipt of notice that any required insurance coverage will be terminated or the Service Provider's decision to terminate any required insurance coverage for any reason.

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

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

City of Columbus:	Peyton Brookshire Public Works Director P.O. Box 549 Columbus, MT 59019
Service Provider:	Win Hayes Name Manager Title 235 Moore Lane, Unit A1, Billings, MT 59101 Address

12. **Liaisons:** The City's designated liaison with the Service Provider is Peyton Brookshire. The Service Provider's designated liaison with the City is Win Hayes.

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

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

15. **Binding:** The City and the Service Provider warrant and represent that they have each carefully reviewed this Agreement in its entirety, that they understand its terms, and that they sign the same of their own free will and accord with the intention to be bound by this Agreement. This Agreement and all provisions contained herein shall inure to the benefit of and be binding upon the City and the Service Provider, as well as their partners, successors, assigns, and legal representatives.

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

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

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

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

CITY OF COLUMBUS, MONTANA

By: Peyton Brookshire
Peyton Brookshire, Public Works Director

Date: November 2, 2026

SERVICE PROVIDER

By: _____
Name: _____

Title: _____
Date: _____

ATTEST:

_____ (SEAL OF THE CITY)
Cherrie McAlexander, City Clerk

***APPROVED AS TO FORM:**

_____
Ryan C. Addis, City Attorney

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



EXHIBIT A
SCOPE OF SERVICE

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

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

1. Maintain cemetery grounds and perimeter around highways.
2. Keep the lawns cut to a uniform height of 3.5".
3. Trimming of lawn around upright gravestones, structures, trees and fences.
4. Lawn must be mowed within four days of the Memorial Day holiday weekend.
5. Public Works crews will remove flowers and plants 7 days after Memorial Day.

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

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

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

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

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



EXHIBIT B

REQUIRED INSURANCE COVERAGE

General Liability

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

A. The Service Provider is the insured party;

B. A minimum of $750,000 per claim / $1,500,000 per occurrence liability coverage;

C. Valid throughout the length of the Agreement between the Parties; and

D. "City of Columbus" must be named as a primary additional insured.

Workers' Compensation

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

A. Proof of registration as a registered contractor under Title 39, Chapter 9, Montana Code Annotated;

B. A binder for workers' compensation coverage by an insured licensed and authorized to provide workers' compensation insurance in the State of Montana; or

C. Proof of exemption from workers' compensation granted by law for independent contractors.

the Grounds Guys
a neighborly company

CITY OF COLUMBUS
HIGHWAY 10
COLUMBUS, MONTANA 59019

Sales: Win Hayes

Columbus Cemetery-Mowing 2027
Rapelje Road Columbus, Montana 59019

Est ID: EST4019698
Date: Oct-27-2026

Thank you for the opportunity to bid on your lawn maintenance or snow clearing services. The Grounds Guys are a leading provider of landscape management. For more than 20 years, our brand has built a reputation for quality and excellent service.

Our proposal is below. Please reach out with any questions.

The Grounds Guys of Billings

CONTRACT SERVICES	Billing Type	Visit Price	Season Price
Spring Cleanup	**Per Season**	**$2,445.55**	**$2,445.55**

- Cleanup of leaves and debris from property and remove dead vegetation, leaves and debris.

Mow, Trim, and Blow	**Per Season**	**$737.20**	**$19,167.20**

- 22-28 Weekly Mows - If weather delays a mow, likely it will take twice as long to mow the next week and usually will involve pick-up/disposal of clippings.
- Client is expected to have gates unlocked, debris/items picked up or we will either not mow or mow around such items.
- Prior to each mowing, reasonable trash, flowers, sticks and other unwanted debris will be removed from lawns, hard surfaces and curbs.
- Turf will be mowed at a height to maintain good health, typically not removing more than 1/3 of the leaf blade at a time.
- Mowing patterns will be established and changed on a regular basis to present the most

CONTRACT SERVICES	Billing Type	Visit Price	Season Price

aesthetically pleasing appearance.

- Grass clippings shall be raked to avoid piling, swept or blown clean from patios, sidewalks, curbs, roads, as well as kept out of plant beds and tree rings.

Fall Cleanup	**Per Season**	**$1,523.81**	**$4,571.42**

- Cleanup of leaves and debris from property.
- Remove dead vegetation, leaves and debris.

Total (All Contract Services)	**$26,184.17**

The total price of all seasonal services is $26,184.17 collected in 8 payments of $3,273.02 per payment .

GROUNDS MAINTENANCE TERMS + CONDITIONS

1. Work done by the Contractor will conform to local codes and applicable government regulations. Contractor employees have been trained to work safely and are aware of local labor regulations.
2. Contractor is insured for general liability and property damage.
3. Contractor maintains workers compensation insurance.
4. Any and all incidents resulting in actual, apparent or potential damage or injury must be reported to the Contractor as promptly as possible. The Client will hold harmless and indemnify the Contractor for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc., for its failure to do so.
5. The Client will hold harmless and indemnify the Contractor for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc. arising from the following incidents resulting in actual, apparent or potential damage or injury:
    1. in any and all cases in which the Contractor is restricted by the Owner from determining necessary services at its discretion.
    2. in any and all cases in which the damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arise as the result of incidents occurring on areas of the property not serviced by the Contractor.
    3. c. in any and all cases in which the damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arise as the result of incidents occurring during times in which the Contractor is restricted from accessing the property to perform its duties
6. Any property including fences, light posts, patios etc., damaged by the Contractor will be restored to its original condition at our expense.
7. All aspects of these specifications may be amended upon mutual agreement. Any such changes shall be in writing only and thereafter form a part of this contract.
8. It is understood and agreed upon that either party may terminate this contract, without cause, upon delivery of sixty (60) days written notice of termination to the other party.
9. Service rates may be subject to a fuel surcharge, if the cost of fuel exceeds $3.75.

Procedure for Extra Work and Changes

If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, software, reports or

specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary. Extras to the Contract are payable by the Owner forthwith upon receipt of the Company's invoice.

Change Notice: Any Contract change in scope in excess of one thousand dollars ($1,000.00) requires a Contract Change Notice under which Work is to proceed. Work will not commence under a Contract Change Notice (CNN) unless with written Owner approval.

For Changes in scope of less than one thousand dollars ($1,000.00), the Contractor will provide the Customer notification by way of its Progress Report. In either instance, such notification shall be plain and clear in terms of scope and reason. Any record, telephone conversation or meeting in which such change in scope was introduced, shall be attached as supporting documentation.

Payment Terms and Conditions

- Seasonal services shall be billed at the beginning of each month. Invoices are due upon issuance.
- Per visit or hourly services will be billed upon completion of services. Payment is due upon issuance of invoice.
- Should the Client fail to make payments as they become due under the terms of the Contract or in the event of any claim, interest at twelve percent (12%) per annum above the prime rate on such unpaid amounts shall also become due and payable until payment.

Estimate authorized by: _____ **Estimate approved by:** _____

Win Hayes

Signature Date: 10/27/2026 **Signature Date:** _____

Email: winthrop.hayes@groundsguys.com

GroundsGuys® is part of Neighborly, your source for local home service professionals.

neighborly Services in your area:

Visit Neighborly.com or call 833-461-1306 today.

- Auto Glass Repair and Replacement
- Glass Repair and Installation
- Dryer Vent Cleaning Services
- Heating and AC
- Electrical
- Window Cleaning
- Fire and Water Damage
- Windows and Doors
- Garage Door Services

Services performed by independently owned and operated franchises. Services vary by location. For available service providers in your area, visit Neighborly.com ©2021 Neighborly Franchising LLC

Invitation for Bid

The City of Columbus requests sealed bids for the Columbus Street Improvements Project. Work generally consists of asphalt paving, grading and preparation, taper milling, asphalt overlay, pavement removal and replacement, subgrade repair, concrete valley gutter construction, traffic control, and related incidental work at multiple locations within the City of Columbus.

Bids due (date) November 24th, 2026.

Bid opening (time) 2:00 P.M

Bid delivery/opening: City of Columbus Public Works Shop, 1258 E. 1st Avenue South, Columbus, Montana. Sealed bids shall be clearly marked "Columbus Street Improvements Project." Confirm mailing instructions with the City before publication.

Each bid must include the required bid security equal to 10% of the bid amount and bidder identification/authority information. The successful bidder shall provide required insurance and performance/payment bonds in accordance with the Contract Documents.

Applicable Montana prevailing wage and nondiscrimination requirements shall apply. Attach the applicable current wage determination before issuance.

Bid documents may be obtained from the City of Columbus. Questions: Director of Public Works, 406-322-4424.

An OPTIONAL pre-bid meeting will be held on Tuesday November 17th at 10:00 a.m. at the City of Columbus Public Works Shop. Interested bidders may accompany the Public Works Director on a site visit. Attendance is not a condition of bidding. All binding clarifications or changes will be made only by written addendum.

The City reserves the right to reject any or all bids and waive informalities as permitted by law. Bids shall remain open for acceptance for sixty (60) days after bid opening.

Publication dates: November 5th, 2026

November 12th, 2026

General Information for Bidders

1. Bid Opening
Sealed bids will be received and publicly opened at the place, date, and time stated in the Invitation for Bid.

2. Notice
Notice will be published in the Stillwater County News on the publication dates stated in the Invitation for Bid.

3. Bid Security
Bid security shall equal 10% of the bid, in a form permitted by Montana law and payable to the City of Columbus. See MCA Title 18, chapter 1, part 2.

4. Public Works Construction Agreement
The successful bidder will execute the City's Public Works Construction Agreement following award, together with required bonds and insurance. The City construction agreement and exhibits are included later in this package.

5. Waiver of Irregularities
The City reserves the right to waive non-material irregularities and reject any or all bids as permitted by law.

6. Basis of Award
The City of Columbus intends to award one contract for the Columbus Street Improvements Project, consisting of Schedules A, B, C, and D. The successful bidder shall be determined based on the lowest responsible Grand Total Bid, which shall include the combined total of all four schedules. The City reserves the right to reject any or all bids and waive informalities as permitted by law.

7. Optional Pre-Bid Meeting
The optional meeting and site visit described in the Invitation are not prerequisites for bidding. Verbal statements do not amend the documents.

8. Resident Bidder Preference
Any applicable Montana resident-bidder preference shall be administered under MCA 18-1-102 and 18-1-113 and current law; bidders claiming a preference shall provide the required documentation.

9. Nondiscrimination
Contractors shall comply with applicable federal and Montana nondiscrimination laws.

10. Laws and Regulations
Bidders and contractors shall comply with applicable federal, state, and local law.

11. Questions
Direct inquiries to the Director of Public Works at 406-322-4424. Material clarifications will be issued to all bidders by written addendum.

Instructions to Bidders

Submit a sealed envelope marked "Columbus Street Improvements Project" before the stated deadline. The envelope shall contain:

- Completed and signed four-schedule Unit Price Bid Form, including grand total and addenda acknowledgments.
- Required 10% bid security.
- Bidder identification, authority to sign, and required contractor credentials.
- Any bidder preference documentation claimed.
- Bid Requirements and Award. Bidders shall submit unit prices and extended totals for all bid items in Schedules A, B, C, and D, together with a Grand Total Bid. Bids must include pricing for all four schedules to be considered responsive. The City intends to award the entire project to one contractor based on the lowest responsible Grand Total Bid.

The successful bidder, rather than every bidder, is expected to execute the City agreement and provide the final required insurance and bonds following award.

By bidding, the contractor represents that it has reviewed the bidding documents and observable site conditions and requested clarification of known ambiguities before bid opening.

Exhibit A — Project Scope and Bid Schedules

All quantities are estimated. Each schedule is separately bid. All work shall include labor, equipment, materials, hauling, protection, traffic control, preparation, cleanup, and incidentals unless separately listed. Asphalt is bid and paid by square foot at the specified compacted thickness; certified weight tickets shall be provided for verification. Actual accepted quantities govern payment, subject to written changes and contract terms.

Schedule A — Lagoon Road Overlay

Approximately 51,050 SF of 3-inch asphalt overlay, including leveling course; verify limits against project map.

Schedule B — Annin Avenue Improvements

Grade preparation and taper milling (13,960 SF); concrete valley gutter (588 SF); 3-inch paving in gravel areas (13,960 SF); 2-inch asphalt overlay (36,440 SF).

Schedule C — Middle School Pavement Repair

Approximately 1,300 SF of pavement removal and replacement with 8-inch subgrade repair using 1.5-inch road base and stabilization fabric, followed by 3-inch asphalt paving.

Schedule D — A, B and C Streets Overlay

Approximately 50,000 SF of 2-inch overlay. A and B Streets from E. 2nd Avenue North to Pike Avenue; C Street from W. 1st Avenue N east to B Street. Include surface/grade preparation, tack coat, transitions, utility adjustments where required, and cleanup.

Item	Description	Unit	Estimated Qty	Unit Price	Extended Price
A1	3-inch asphalt overlay including leveling	SF	51,050	$_____	$_____
B1	Grade prep and taper milling	SF	13,960	$_____	$_____
B2	Concrete valley gutter	SF	588	$_____	$_____
B3	3-inch paving in gravel areas	SF	13,960	$_____	$_____
B4	2-inch asphalt overlay	SF	36,440	$_____	$_____
C1	8-inch subgrade repair with fabric	SF	1,300	$_____	$_____
C2	3-inch asphalt remove and replace	SF	1,300	$_____	$_____
D1	2-inch asphalt overlay	SF	50,000	$_____	$_____

Schedule A Total _____

Schedule B Total _____

Schedule C Total _____

Schedule D Total _____

Grand Total Bid _____

Basis of Contract Award: Schedules A, B, C, and D constitute one project and shall be awarded under a single construction contract. The Grand Total Bid shall be the sum of all four schedule totals and shall serve as the basis for determining the lowest responsible bidder.

Paving and Construction Requirements

- Montana Public Works Standard Specifications apply to paving and surfacing except where expressly modified by these documents. Identify the applicable edition before advertisement.
- Provide tack coat on existing asphalt where applicable; finish to specified compacted thickness and achieve smooth transitions at existing pavement, driveways, intersections and utility structures.
- Protect utilities; coordinate locates and casting adjustments; maintain emergency and reasonable property access.
- Traffic control shall conform to applicable MUTCD requirements; provide signs, flaggers, dust control and daily cleanup.
- Surface shall be uniform, without objectionable segregation, tearing or roller marks; unacceptable work is subject to correction before acceptance.
- Any additional work or scope changes requiring additional compensation must receive written City authorization before performance.
- Contractor shall provide a one-year workmanship warranty.

Event	Date
Council authorization	Monday, November 2, 2026
First newspaper advertisement	Thursday, November 5, 2026
Second newspaper advertisement	Thursday, November 12, 2026
Optional pre-bid meeting	Tuesday, November 17, 2026 @ 10:00
Deadline for bidder questions	Thursday, November 19, 2026
Public bid opening	Tuesday, November 24, 2026, 2:00 p.m.
Council consideration of award	Monday, December 7, 2026

Construction Schedule: Construction activities shall not commence prior to May 24th , 2027, unless otherwise authorized in writing by the City of Columbus. Work at school-related locations shall be coordinated with the applicable school administration to minimize interference with school operations. The Contractor shall coordinate the proposed construction schedule with the Public Works Director prior to mobilization.

Substantial completion deadline, August 13, 2027

Bobcat

Quotation Number: **SM2083850**
Quote Sent Date: **Oct 19, 2026**
Expiration Date: **Nov 18, 2026**
Prepared By: **Steve Matteson**
Phone: +14068559030
Email: smatteson@bobcatofbigsky.com

Customer
City of Columbus
408 E 1ST AVE
COLUMBUS, MT, 59019
Phone: +1 406 322 5313

Contact

Dealer
Bobcat of Big Sky, Inc., Billings, MT
2125 OLD HARDIN ROAD
BILLINGS, MT, 59101

Item Name	Item Number	Quantity	Price Each	Total
ZT7000 Zero Turn Riding Mower	M6228	1	16,849.00	16,849.00

Standard Equipment:

Engine:
- Kawasaki FX1000V / FX1000V EFI Gas Engine (61" & 72" Deck)

Deck:
- AirFXTM Cutting System
- Air-Gap Baffles
- XL Grass Discharge Chute
- Front bull-nose designed
- Deep profile
- Adjustable front lips
- Cast Iron Spindle Assemblies

Engine Compartment:
- Rotating rear bumper
- 2 inch hitch receiver

Tires:
- Drive Tires: 26 x 12 - 12 OTR
- Caster Tires: 15 x 6.5 - 6 No Flat OTR

Transmission:
- Hydro-GearTM ZT-5400 2-Speed Hydrostatic Transaxle

Operator Platform:
- Instrumentation: Fuel Gauges, Hour meter and PTO
- Throttle and Choke Cables
- 12 V Plug Outlet
- Key Switch
- Front Mounted Light
- Extra High Back Full Mechanical Suspension Seat
- Padded Arm Rest
- Fore/Aft Adjustment
- Seat Belt
- Roll Over Protective Structure (ROPS) meets OSHA 1928.51 & 1928.52
- Meets standard ANSI/OPEI B71.4
- Anti-Vibration Foot Plate

Operator Controls:
- Hand Deck Lift Assist
- Adjustable Foot Deck Lift Assist
- Height of Cut Tethered Pin
- Adjustable Control Levers
- Fore/Aft/Up/Down

Warranty:
- 36 months, or 2000 hours whichever occurs first

72" Deck Package with EFI Engine	M6228-P01-C06	1	2,300.00	2,300.00
Kawasaki FX1000V EFI Engine 72" Side Discharge Mower Deck, Bobcat Seat,				
72" Operator Control Discharge Chute Kit	7442205	1	506.49	506.49
Striping Kit, 52-72"	970593	1	81.46	81.46
	Total for ZT7000 Zero Turn Riding Mower			19,736.95

Quote Subtotal	19,736.95
Dealer PDI	0.00
Destination Charges	0.00
Sourcewell Discount	-4,988.61
Sales Total before Taxes	14,748.34

Taxes	0.00
Quote Total - USD	**14,748.34**

Customer Acceptance:
Quotation Number: **SM2083850** Purchase Order: _____
Authorized Signature:

Print: _____ Sign: _____

Date:_____ Email:_____ Tax Exempt: Y ☐ / N ☐

Prepared For

CITY OF COLUMBUS CITY CLERK

PO BOX 549

COLUMBUS, MT 590190549

(406) 322-5313

Prepared By

Ashley Dubbs

C & B Operations, LLC

5121 Midland Road

Billings, MT 59101

(406) 248-7787

dubbsa@cbequipment.com

Quote Id 2824752

Creation Date 21-Oct-2026

Expiration Date 04-Nov-2026

Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
New JOHN DEERE Z975M EFI ZTrak 2661TC	**$19,795.41**	**$15,740.00**	**1**	**$15,740.00**
PowerGard Protection Plan				**$578.00**
Z975M, COMMERCIAL, Scraper Use: No, Limited, Grace, 1200 Total Hours or 48 Total Months, $0.00 Deductible. Date Quoted : 21-Oct-2026				
Equipment Total				**$16,318.00**

Quote Summary	
Total Selling Price	$16,318.00
Sub-total	**$16,318.00**
*Total Non-Taxable Equipment Fees	$180.00
Balance Due	**$16,498.00**

Salesperson : X _____

Accepted By : X _____

C&B

JOHN DEERE

Selling Equipment

Quote # 2824752

Customer CITY OF COLUMBUS CITY CLERK

New JOHN DEERE Z975M EFI ZTrak 2661TC

QTY In Group : 1

Equipment Notes	- - -	Suggested List
Hours	0	$20,373.41
Serial Number	- - -	Selling Price
Stock Number	380376	$16,498.00
PUK Parent Serial #	- - -	

Equipment Summary

Code	Description	Qty	List Price	Adjusted Selling Price
2661TC	Z975M EFI ZTrak	1	$17,499.00	$17,499.00

Base / Options

Code	Description	Qty	List Price	Adjusted Selling Price
001A	United StatesCanada	1	$0.00	$0.00
1037	24x12x12 Pneumatic Turf Tire for 72" Decks	1	$0.00	$0.00
2093	Fully Adjustable Suspension Seat with Armrests 24" High Back	1	$601.00	$601.00
1506	72 In. Side Discharge Mower Deck	1	$750.00	$750.00
Total Base / Options			**$18,850.00**	**$18,850.00**

Dealer Attachments

Code	Description	Qty	List Price	Adjusted Selling Price
BUC11831	Rubber Flap Striping Kit for 1828.8-mm (72-in.) Deck	1	$495.41	$490.00
Total Dealer Attachments			**$495.41**	**$490.00**

Other Charges

Description	List Price
Additional Cost/SETUP	$300.00
INSTALL STRIPING KIT	$150.00
Total Adjustments	**$450.00**

Customer Discounts

Description	Discount Amount

Customer Discount	($4,050.00)
Total Discounts	**($4,050.00)**

Value Added Services

Description	Qty	Agreed Price
PowerGard Protection Plan	1	$578.00
Total Value Added Services		**$578.00**
Selling Price Subtotal		**$16,318.00**
DOC FEES		$180.00
Total Selling Price		**$16,498.00**

C&B

JOHN DEERE

Prepared For

CITY OF COLUMBUS CITY CLERK

PO BOX 549

COLUMBUS, MT 590190549

(406) 322-5313

Prepared By

Ashley Dubbs

C & B Operations, LLC

5121 Midland Road

Billings, MT 59101

(406) 248-7787

dubbsa@cbequipment.com

Quote Id 2824752

Creation Date 21-Oct-2026

Expiration Date 04-Nov-2026

Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
New JOHN DEERE Z985R EFI ZTrak 2671TC	**$25,894.41**	**$20,490.00**	**1**	**$20,490.00**
PowerGard Protection Plan				**$578.00**
Z985R, COMMERCIAL, Scraper Use: No, Limited, Grace, 1200 Total Hours or 48 Total Months, $0.00 Deductible. Date Quoted : 21-Oct-2026				
Equipment Total				**$21,068.00**

Quote Summary	
Total Selling Price	$21,068.00
Sub-total	**$21,068.00**
*Total Non-Taxable Equipment Fees	$180.00
Balance Due	**$21,248.00**

Salesperson : X _____

Accepted By : X _____

C&B

JOHN DEERE

Selling Equipment

Quote # 2824752

Customer CITY OF COLUMBUS CITY CLERK

New JOHN DEERE Z985R EFI ZTrak 2671TC

QTY In Group : 1

Equipment Notes	- - -	Suggested List
Hours	0	$26,472.41
Serial Number	- - -	Selling Price
Stock Number	380410	$21,248.00
PUK Parent Serial #	- - -	

Equipment Summary

Code	Description	Qty	List Price	Adjusted Selling Price
2671TC	Z985R EFI ZTrak	1	$24,249.00	$24,249.00

Base / Options

Code	Description	Qty	List Price	Adjusted Selling Price
001A	United StatesCanada	1	$0.00	$0.00
2093	Fully Adjustable Suspension Seat with Armrests 24" High Back	1	$0.00	$0.00
1037	24x12x12 Pneumatic Turf Tire for 72" Decks	1	$0.00	$0.00
1523	72 In. Rear Discharge Mower Deck	1	$850.00	$850.00
Total Base / Options			**$25,099.00**	**$25,099.00**

Dealer Attachments

Code	Description	Qty	List Price	Adjusted Selling Price
BUC11831	Rubber Flap Striping Kit for 1828.8-mm (72-in.) Deck	1	$495.41	$490.00
Total Dealer Attachments			**$495.41**	**$490.00**

Other Charges

Description	List Price
Additional Cost/SETUP	$300.00
Total Adjustments	**$300.00**

Customer Discounts

Description	Discount Amount
Customer Discount	($5,399.00)

Total Discounts		**($5,399.00)**

Value Added Services

Description	Qty	Agreed Price
PowerGard Protection Plan	1	$578.00
Total Value Added Services		**$578.00**
Selling Price Subtotal		**$21,068.00**
DOC FEES		$180.00
Total Selling Price		**$21,248.00**

Contractor's Application For Payment

Owner:	City of Columbus, MT	Owner's Project Number:	
Engineer:	Interstate Engineering, Inc.	Engineer's Project Number:	
Contractor:	Aaqua Drilling, Inc.	Contractor's Project Number:	
Project:	Heritage Park South Well Project		
Contract:	City of Columbus Heritage Park South Well		

Application No.: 6
Application Period: From 6/26/2026 to 10/26/2026
Application Date: 10/26/2026

1. ORIGINAL CONTRACT PRICE	$	261,093.58
2. ORIGINAL BID ITEM OMITTED DUE TO CHANGE ORDER		23,126.00
3. Net change by Change Orders	$	129,206.11
3. Net change by Quantity Overage Paid	$	3,022.00
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	$	390,183.69
4. Total Work completed and material stored to date (Column L Unit Price Total)	$	390,183.69
5. RETAINAGE:		
a. 5.0% x Work Completed	$	19,509.18
b. 5.0% x Stored Material	$	
c. Total Retainage (Line 5.a + 5.b)	$	19,509.18
6. SET-OFFS:		
a. Direct Expenses (Reimbursable)	$	-
b. Direct Expenses (Non-Reimburseable)	$	-
c. Total Direct Expenses (Line 6.a + 6.b)	$	-
7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c - Line 6.c)	$	370,674.51
8. LESS PREVIOUS PAYMENTS (Line 7 from prior Application)	$	290,118.16
9. GROSS AMOUNT DUE THIS APPLICATION	$	80,556.35
10. 1% MT GROSS RECEIPTS TAX	$	805.56
11. NET AMOUNT DUE THIS APPLICATION	$	79,750.78
12. BALANCE TO FINISH + RETAINAGE (Line 3 - Line 4 + Line 5.c)	$	19,509.18

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest or encumbrances); and
(3) All Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Aaqua Drilling, Inc.

Signature: [signature] Date: 10/29/26

Recommended by Engineer:

By: [signature]
Title: Travis West, PE, RS
Date: 10/26/2026

Approved by Owner: City of Columbus, MT

By:
Title: Mayor
Date:

Approved by Funding Agency:

By:
Title:
Date:

By:
Title:
Date:

EJCDC C-620 Contractor's Application for Payment
(c) 2018 National Society of Professional Engineers for EJCDC. All rights reserved.

AAQUA DRILLING INC.
PO Box 463
Joliet, MT 59041
406-962-3202

INVOICE

INVOICE # 15464
DATE 10/29/2026
DUE DATE 11/08/2026
TERMS Net 10 days

BILL TO
City of Columbus
PO Box 549
Columbus, MT 59019

SHIP TO
City of Columbus
45.6421, -109.2572
E 1st Ave North
Columbus, MT 59019

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

ITEM	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Well Drilling	Progress Bill 7: 50% of S1-1 Mobilization & Demobilization 50% of S1-2 Taxes, Bonds & Insurance 25% of S2-10 Reclamation 33.33% of S2-13 Butterfly Valve Installed 33.33% of S2-14 6" Iron Elbow Fitting 66.67% of S2-15 Labor for 6" Iron Elbow Fitting 83.33% of S2-16 6" Iron Pipe 83.33% of S2-17 Labor for 6" Iron Pipe 25% of S2-19 Labor for Variable Speed Drive (Existing Sub Pump) S2-22 Labor for Sand Separator S2-23 Protective Well Cover (Installed) S2-24 Labor for Baker Monitor Protective Well Cover S2-25 Chlorinator (Installed) S2-26 Gemini Chlorine Tank (Installed)	1	84,796.15	84,796.15

Ways to pay

View and pay

SUBTOTAL	84,796.15
TAX	0.00
TOTAL	84,796.15
BALANCE DUE	**$84,796.15**

A service charge of .833% per month will be charged on all amounts 30 days past due. Annual rate is 10%

We impose a 3% surcharge on all credit card transactions. This is not greater than our cost of acceptance.

Intuit Global Privacy Statement https://www.intuit.com/privacy/statement/

Po Box 463
Joliet, MT 59041
Phone: 406-962-3202
Email: molly@aaquadrilling.com

EST. 1993
AAQUA
DRILLING

LIEN WAIVER AND RELEASE

Contractor: American Water Technologies
Project / Location: City of Columbus Heritage Park South Well, Columbus, MT
Invoice Number / Reference: 58147, 5147, 47233-B
Date Completed Through: 10/28/26
Payment Amount: $15,942.00
Payment Type: ☐ Progress Payment ☒ Final Payment

In consideration of the payment amount stated above, the undersigned customer, contractor, subcontractor, supplier, or other applicable party hereby acknowledges receipt of payment from Aaqua Drilling Inc and waives and releases any applicable mechanic's lien, materialman's lien, or similar lien rights to the extent permitted by applicable law, for labor, services, equipment, or materials furnished in connection with the job or project identified above, up to the amount of payment actually received and cleared.

This waiver applies only to the work, services, materials, and charges covered by the payment identified in this document. Unless expressly stated otherwise in writing, this waiver does not release unpaid amounts, retainage, disputed charges, pending change orders, or other amounts not included in the payment received.

If payment has not yet been received and cleared, this waiver shall be conditional upon actual receipt and clearance of the payment identified above. If payment is not received or is dishonored, this waiver shall have no effect to the extent permitted by applicable law.

If the payment is designated as final, the undersigned acknowledges that the payment represents final payment for the specific work and charges identified above, subject to any written exceptions listed below and applicable law.

The undersigned represents that they are authorized to execute this waiver on behalf of the applicable individual or business and that the information provided is accurate to the best of their knowledge.

Company / Individual Name: American Water Tech
Authorized Representative: Chad Hilario
Title: OWNER
Signature:
Date: 10-28-26