

Agenda

**Board of Trustees
School District Six – Elementary District
Special Meeting
Monday, November 25, 2024
12:00 P.M.
School District Six Board Room**

- 1. Call to Order**

- 2. Approval of Agenda**

- 3. Public Participation**

- 4. Action / Discussion Items:**
 - a. Consideration of the Covenants, Conditions, and Restrictions for the old Glacier Gateway Elementary – Ruis Property.**

 - b. Consideration of the Right of First Refusal for the old Glacier Gateway Elementary – Ruis Property.**

 - c. Consideration of exercising the Right of First Refusal for the old Glacier Gateway Elementary – Ruis Property.**

 - d. Consideration of ESSER II Scope Document- large projects/purchases- Canyon Elem parking lot asphalt repair**

- 5. Miscellaneous and Future Planning**
 - a. Regular Board Meeting – December 9, 2024**

- 6. Adjournment**

Return after recording to:

Covenants, Conditions and Restrictions

WHEREAS, Ruis Gateway, LLC (“Grantor”), a Montana limited liability company, owns that property legally described as (“Property):

Tract 2 of Certificate of Survey No. 22058, located and being in the East Half of the Southwest Quarter of Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County, Montana.

WHEREAS, Columbia Falls School District No. 6 (“Grantee”) owns contiguous property.

NOW THEREFORE, Grantor, for the benefit of Grantee, desires to subject the Property to the following covenants, conditions, and restrictions.

1. Restrictions on Use. The use and enjoyment of the Property shall be, in addition to all recorded easements, recorded rights-of-way and other recorded rights appurtenant thereto, subject to the following covenants, conditions, and restrictions:
 2. The Grantor, its assigns, successors, lessees, tenants, and subsequent purchasers, in exercising the full right of ownership of the Property in fee simple, may continue to permit the historical public use of the gymnasium for community purposes.
 3. The Property shall not be subdivided without the prior written consent of the Grantee.
 4. Except as otherwise provided herein, the Property shall not be used for single-family or multi-family residential dwellings without the prior written consent of the Grantee.
 5. The Property shall be used to provide senior housing or teacher housing within the community or by an organization that primarily serves children and their families.
 6. The Grantor, its assigns, successors, lessees, tenants, and subsequent purchasers, in exercising the full right of ownership of the Property in fee simple, shall not engage in commercial retail activity on the Property.
7. The covenants, conditions, charges, and restrictions shall run with the land and shall bind Grantor, its assigns, successors, and subsequent purchasers and any lessee, tenant, or

assignee of the same and shall be construed as an enforceable equitable servitude upon the Property.

- 8. The Property also shall be subject to a restriction of a Right of First Refusal, a notice of which is attached hereto.

Grantor: Ruis Gateway, LLC

Grantee: Columbia Falls School District No. 6

_____ as _____

_____ **Jill Rocksund, Chair, Board of Trustees**

STATE OF _____ ; COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____, 20__ by _____ as _____ of **Ruis Gateway, LLC.**

(SEAL)

x _____
Notary Public for the state aforesaid

STATE OF _____ ; COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____, 20__ by **Jill Rocksund** as Board of Trustees Chair of **Columbia Falls School District No. 6.**

(SEAL)

x _____
Notary Public for the state aforesaid

Exhibit A

[INSET COPY OF NOTIC OF ROF]

RIGHT OF FIRST REFUSAL

This right of first refusal is granted by **RUIS GATEWAY, LLC** with a mailing address of PO Box 1928, Columbia Falls MT 59912-1928 (Grantor), to **COLUMBIA FALLS SCHOOL DISTRICT NO. 6**, with a mailing address of PO Box 1259, Columbia Fall, MT 59912-1259 (Grantee.)

1. Grantor's Property. Grantor is the purchaser of real property located at 440 4th Avenue West, Columbia Falls, County of Flathead, State of Montana and roughly described as Tract 2 on the attached Exhibit A ("the Property").
2. Grant. For good and valuable consideration, the receipt of which is acknowledged, Grantor hereby grants to Grantee the right of first refusal to purchase the Property. If Grantor receives an offer to purchase or acquire the deed pursuant to a donation, Grantor shall then notify Grantee in writing, stating the terms and conditions upon which the sale to the third party would take place. In the event of a donation, Grantor shall notify Grantee of the right to purchase the Property at fair market value. Grantee shall have (30) thirty days in which to elect in writing to purchase the property on the same terms and conditions or fair market value if there is a donation contemplated. If Grantee elects to purchase the property, the transaction will be closed within one hundred eighty (180) days of the election of Grantee to purchase the property. If Grantee fails to elect to purchase the property or fails to close the transaction within the time provided, then Grantor shall be free to sell the Property to the third party, upon the terms and conditions stated, and upon closing of the sale, the right of first refusal shall thereupon terminate. If the terms and conditions change, or if the sale to the third party does not close within the period provided above, then Grantor shall be required to again give Grantee the notice and opportunity to purchase the property as provided above.
3. The Trustees shall comply with 20-6-603 and 20-6-621, MCA. In accordance to 20-6-603, MCA the Trustees of the Grantee may purchase a building; however, action may not be taken by the Trustees if approval of the qualified electors of the District at an election called for the purpose of approval is required.
4. Exception for related entities. This right of first refusal is intended to contemplate an offer from a third party and Grantee shall not have a right of first refusal for any transfer between Grantor and Grantor's Parent Company, Sister Company, Subsidiary, Affiliate or Division.
5. Term. This right of first refusal shall be effective on the date of the actual closing of the sale of the Property from Grantee to Grantor. This right of first refusal is personal to Grantor and may not be assigned. If not earlier terminated, this right of first refusal shall terminate no later than then December 31, 2051.
6. Notices. The notices which are required to be given under this agreement shall sent by certified mail, postage prepaid, return receipt requested, and addressed as set forth above. The date of mailing shall be the date of the notice. Either party may change their address by giving written notice to the other.

7. Miscellaneous. This agreement shall be governed by the laws of the State of Montana. In the event of a dispute under this agreement, the prevailing party shall be entitled to reasonable attorney fees and costs. This agreement shall be binding on the parties and, except as provided above, their personal representatives, respective heirs, successors, and assigns.

DATED this _____ day of _____ 2024.

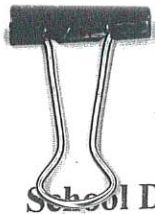
Grantor: **Ruis Gateway, LLC**

Ryan D. Purdy as Authorized Agent

Grantee: **Columbia Falls School District No. 6**

Jill Rocksund, Chair, Board of Trustees

<Notary Blocks>



AGENDA
Board of Trustees
School District Six and Columbia Falls High School District
Regular Board Meeting

Monday, February 14, 2022

6:00 p.m.

School District Six Board Room

- 1. Call to Order**
- 2. Pledge to the Flag**
- 3. Approval of Agenda**

- 4. Consent Agenda**
 - a. Approval of December/January Meeting Minutes – Pgs. 1-13
 - b. Approval of January bills
 - c. Approval of Investment Reports
 - d. Student Activity Account Transfer – Pg. 14

- 5. Public Participation**

- 6. Reports**
 - a. K-8 Facility Bond Project – Dave Jolly – Pg. 15
 - b. Elementary Report – Pgs. 16-19
 - c. High School Principal – Pgs. 20-21
 - d. Clerk / Business Manager – Pgs. 22-23
 - e. Curriculum Director Report – Pgs. 24-25
 - f. MTSBA Board Report – Trustee Riley
 - g. Superintendent – Dave Wick
 - h. Board Chair

- 7. Action/Discussion Items:**
 - a. Discussion regarding the Swim Team proposal requesting financial support for program expenses. – Lisa McKeon and Jenni Cheff. – Pgs. 26-30
 - b. Consideration of Innovative Educational Program Tax Credit legislative reform resolution for consideration by MTSBA. – Pgs. 31-32
 - c. Consideration of renewing MTSBA Association membership for SY 2022-23. – Pg. 33
 - d. Consideration of a Facility Use Lease Agreement between Land to Hand Montana and SD6. - Pgs. 34-39
 - e. Consideration of utilizing the FY 2023 Bus Depreciation Budget to purchase two propane fueled buses under the Department of Environmental Quality Clean School Bus Grant. – Pgs. 40-48
 - f. Consideration of Resolution 392 – Disposition of Abandoned, Obsolete and Undesirable Property. – Pgs. 49-50
 - g. Consideration of Resolution 393 – Trustee Resolution Calling for an Elem. District Election. – Pg. 51
 - h. Consideration of Resolution 394 – Trustee Resolution Calling for a HS District Election. – Pg. 52
 - i. Consideration and approval of restrictive covenants related to the sale of Glacier Gateway Elementary building to Ruis Gateway LLC. – Pg. 53
 - j. Consideration of bid award for Glacier Gateway Elementary furniture. – Pg. 54-55
 - k. Consideration of the MHSAA Bylaw changes – Troy Bowman, Athletic Director. – Pg. 56
 - l. Consideration of the purchase of high school scoreboards by the Wildcat Athletic Endowment Association. – Pgs. 57-59

Restrictions on Use. The use and enjoyment of the Property shall be, in addition to all recorded easements, recorded rights-of-way and other recorded rights appurtenant thereto, subject to the following covenants and restrictions:

The Buyer, its assigns, successors, lessees, tenants, and subsequent purchasers, in exercising the full right of ownership of the Property in fee simple, may continue to permit the historical public use of the gymnasium for community purposes.

The Property shall not be subdivided without the prior written consent of the Seller.

The Property shall not be used for single-family or multi-family residential dwellings.

The Property shall be used to provide senior housing within the community.

The Buyer, its assigns, successors, lessees, tenants, and subsequent purchasers, in exercising the full right of ownership of the Property in fee simple, shall not engage in commercial retail activity on the Property.

The covenants, conditions, charges and restrictions shall run with the land and shall bind Buyer, its assigns, successors, and subsequent purchasers and any lessee, tenant or assignee of the same and shall be construed as an enforceable equitable servitude upon the Property.

AGENDA
Board of Trustees
School District Six and Columbia Falls High School District
Regular Board Meeting
Monday, May 9, 2022
6:00 p.m.
School District Six Board Room

1. **Call to Order**
2. **Pledge to the Flag**
3. **Approval of Agenda**
4. **Consent Agenda**
 - a. Approval of Investment Reports
5. **Public Participation**
6. **Reports**
 - a. K-8 Facility Bond Project – Dave Jolly – Pg. 1
 - b. Elementary Report – Pgs. 2-5
 - c. High School Principal – Pg. 6
 - d. Clerk / Business Manager – Pgs. 7-9
 - e. Curriculum Director Report – Mark McCord – In Person
 - f. MTSBA Board Report – Trustee Riley
 - g. Superintendent – Dave Wick
 - h. Board Chair
7. **Action/Discussion Items:**
 - a. Consideration of Resolution 400 – Disposition of Abandoned, Obsolete and Undesirable Property. – Pgs. 10-11
 - b. Consideration of the renewal of independent contractor agreements for SY 22-23:
 - Rita Haskins – Occupational Therapy Services – Pgs. 12-13
 - Leslie Hayden – Physical Therapy Services – Pgs. 14-15
 - c. Consideration of the Interquest Detection Canines service agreement renewal for August 2022 to July 2023. Pg. 16
 - d. Consideration of proposed offer for Canyon Elementary property. – Pg. 17
 - e. **Consideration of a proposed revision to the draft covenants to the Ruis property. – Pg. 18**
 - f. Considerations of the following Transportation Committee Recommendations:
 - Purchase 23 passenger Ford Microbus – replace Bus 8 – asset 6407-2012 route bus
 - Purchase 14 passenger Ford Microbus – activities – replace Bus 42 – 2008 activity bus
 - Bus route changes 2022-23 school year
 - Propane contract renewal 6/1/2022 – City Service Valcon
 - g. Consideration of the following Health Insurance Committee recommendations:
 - Renew administration services with EBMS
 - Renew voluntary benefits (life/dental/vision) with no changes
 - Increase specific stop loss insurance threshold to \$135k including \$100k aggregating specific deductible.
 - Renew Employee Assistance Program with First Choice health.
 - Renew prescription drug benefit manager with Magellan.
 - Retiree premium rates remain unchanged.

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Purchase Order

SCHOOL DISTRICT #6
PO BOX 1259
COLUMBIA FALLS MT 59912

No. 220038 1
PO REVISED

P.O.# must appear on all documents
MSDS sheets must accompany product

No backorders after 60 days
Quotes are F.O.B. Col. Falls
Tax Payer ID No. 81-6000371

Fax: (406)892-6552

WARRANT # _____

P.O. Date: 06/23/2021 **Questions ?** KIM COBERLEY (406) 892-6550
P.O. Issued To :

T-BEND CONSTRUCTION, INC.
PO BOX 1415
WHITEFISH MT 59937

Ext: 423 **Account:**
Ship To:

SCHOOL DISTRICT #6
Attn: Rupp, Bob
501 6TH AVE WEST
COLUMBIA FALLS MT 59912
(406) 892-6550

Contact: **Location:** Maintenance
Phone: (406) 862-5415 **Fax:**

Project: Undefined

Req# 22044

Reference: **Date Required:** 07/08/2021

Award Number:

Line	Qty	Unit	Part#	Description	Account Number	Unit Price	Extended	Tax	Freight
1	1	EA		ASPHALT CANYON ELEMENTARY 17,790 sq feet. Parking Lot and East side Area	115.775.2600.0330.99.575	36,540.00	36,540.00	0.00	0.00
2	1	EA		1% GRWT	115.775.2600.0330.99.575	-365.40	-365.40	0.00	0.00

APPROVAL SIGNATURES: _____

Sub-Total:	36,174.60
Freight:	0.00
Tax:	0.00
Total Amount:	36,174.60

NOTES: PLEASE PROVIDE ACCURATE W-9 INFORMATION.
A/P CONTACT: k_coberley@cfmthschools.net

Order Via: Mail

FILE COPY