



City of Sidney, MT
City Council Regular Meeting 6-3-24
June 03, 2024 6:30 PM
115 2nd Street SE | Sidney, MT 59270

The City Council meetings are open to the public attending in person, with masks encouraged when social distancing cannot be accomplished. If the public does not wish to participate in person, they are also invited to participate via a Zoom meeting. You can participate via phone:

Meeting ID: 713 080 5898 Passcode: 4332809 Call: 1-346-248-7799

1. Call to Order
2. Pledge of Allegiance
3. Aldermen Present
4. Correction or Approval of Minutes
 - a. [May 20th, 2024 City Council Regular Meeting Minutes](#)
 - b. [May 22nd, 2024 Budget and Finance Committee Meeting Minutes](#)
 - c. [May 28th, 2024 Park and Recreation Committee Meeting Minutes](#)
5. Visitors
 - a. Sidney Chamber of Commerce-Fireworks Show Donation
 - b. Sidney Tiger Sharks-Parking Campers in Moose Parking Lot week prior to State Swim Meet
 - c. Other Visitors:
6. Public Hearing
7. Mayor Norby
 - a. Update:
8. Committee Meeting Work
 - a. Budget and Finance Committee: FY24-25 Payroll 1.6% Health Insurance Premium Increase

- b. Budget and Finance Committee: FY24-25 Payroll City Starting Wage Analysis
- c. Budget and Finance Committee: FY24-25 Payroll 4.1% Pay Increase Maximum
- d. Park and Recreation Committee: Tiger Sharks Swim Team Bulkhead
- e. Park and Recreation Committee: Tennis Courts/Pickleball Courts

9. Alderman Requests and Committee Reports

Parks and Recreation – Chairman DiFonzo – Christensen, Stevenson | **Water and Sewer** – Chairman Koffler – Godfrey, Christensen

Street and Alley – Chairman Christensen– DiFonzo, Rasmussen | **Sanitation** – Chairman Rasmussen – Koffler, Stevenson

City Buildings & Street Lighting – Chairman Stevenson– Koffler, Godfrey | **Police and Fire** – Chairman Godfrey, DiFonzo, Rasmussen

Budget and Finance – Chairman Christensen – DiFonzo, Koffler

10. Unfinished Business

11. New Business

12. City Planner

13. City Attorney

a. Update:

[b. Resolution No. 3929-Setting FY24-25 Wages](#)

14. Chief of Police

a. Update:

15. Public Works Director

[a. FY2024 Interlocal Agreement for Chip Seal Project](#)

[b. Interstate Engineering Short Form Agreement-2024 Chip Seal Project](#)

[c. 2024 Chip Seal Project Change Order 1-Increase of \\$11,318.10](#)

d. Update:

16. Fire Marshal/Building Inspector

17. City Clerk/Treasurer

a. Update:

18. Consent Agenda

[a.](#) Claims to be approved: \$47,745.34

[b.](#) Building Permits to be approved: 2024-74 to 2024-79 and RC2024-27

19. Adjournment



City of Sidney, MT
 City Council Regular Meeting
 May 20, 2024 6:30 PM
 115 2nd Street SE | Sidney, MT 59270

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1. Call to Order

The regular meeting of the Sidney City Council was called to order by Mayor Norby at 6:30pm.

2. Pledge of Allegiance

The Pledge of Allegiance was stated by all present.

3. Aldermen Present

Christensen, Godfrey, Koffler, Rasmussen and DiFonzo. Absent: Stevenson

4. Correction or Approval of Minutes

a. May 6th, 2024 Regular Meeting Minutes

Motion was made to approve.

Motion made by Alderwoman Godfrey, Seconded by Alderman Koffler.

Voting Yea: Alderman Koffler, Alderwoman Rasmussen, Alderman DiFonzo, Alderwoman Godfrey, Alderwoman Christensen

b. May 13th, 2024 Budget and Finance Committee Meeting Minutes

Motion was made to approve.

Motion made by Alderwoman Christensen, Seconded by Alderwoman Godfrey.

Voting Yea: Alderman Koffler, Alderwoman Rasmussen, Alderman DiFonzo, Alderwoman Godfrey, Alderwoman Christensen

5. Visitors

Other Visitors: Jacky Gonzales, Brandon Janshen (SDI Architects), Sean Swisse (B&B Builders), Janelle Jensen, Duane Mitchell (Richland County), Jordan Mayer (Interstate Engineering), Bill Vander Weele (Round-Up), Mya Straight.

Mr. Janshen and Mr. Swisse came before the City Council to present a gift to City Hall as a thank you for all the work by all on the City Hall Remodel, including the owner team, and presented the City of Sidney a photograph by *Clint Whitmer*. *Clint Whitmer was born in Glendive and graduated from Wolf Point High School. He took his first photographs while in Vietnam as a Combat Medic for the Army. His photographs are displayed across Montana and the Dakotas and (according to a May 1, 2024 news article) he currently resides at the Eastern Montana Veteran's Home in Glendive!*

Mr. Janshen stated the Historic Knowlton Bridge, located a few miles north of Sidney, represents another example of people coming together to create a much needed element for your area. Like the Knowlton Bridge, Sidney's Fire Hall and City Hall have also served your greater community for many years and, with the proper re-vision, re-design, and re-construction, these spaces have been updated to continue serving your community for several years to come. The perspective view, looking down the tracks towards the end of the bridge, reminded us of what the City of Sidney, and specifically you Jessie, had to have on this project – a forward-looking mentality with a sense of trust that you will make it across and come out the other end safely. The whole thing becomes a metaphor for thoughtful planning and execution which resulted through a very successful collaboration between Owners, Designers, and Contractors.

The City Council also thanked SDI and B&B for all their work along with City staff and are very happy with the outcome.

a. Sidney Tiger Sharks-2024 State Meet July 27th-28th

Clerk/Treasurer Chamberlin stated the Sidney Tiger Sharks are asking for approval to host the Swimming State Meet July 27th-28th, which includes campers in the hockey dome parking lot, tent camping in Moose Park, and the blocking of the streets. She stated they would be following the same plans as the previous year. Chief Kraft stated he has no problems and PWD Hintz agreed.

Motion was made to approve.

Motion made by Alderman Koffler, Seconded by Alderwoman Rasmussen.

Voting Yea: Alderman Koffler, Alderwoman Rasmussen, Alderman DiFonzo, Alderwoman Godfrey, Alderwoman Christensen

b. 406 Freedom-Permission for Indoor Shooting Range

Crystal Straight came before the City Council on behalf of 406 Freedom for permission to have an indoor shooting range within the City limits. She stated they are currently looking at leasing or purchasing the old south Shopko building, in which they would have an indoor shooting range.

Alderwoman Rasmussen asked what improvements will need to be made to the building and Mrs. Straight stated 9-inch concrete walls, steel and sound barriers will have to be installed. City Attorney Kalil asked if they will be using the NRA standards and Mrs. Straight stated yes and they will be working with another range owner in the area to guide them in the process. Chief Kraft stated as long as they are abiding by zoning standards, he has no issues.

Alderman DiFonzo asked if there is any state regulations and City Attorney Kalil stated this is a variance to the City Code prohibiting any discharge of firearms within the City limits. Alderman DiFonzo asked what part of the building and Mrs. Straight stated the entire building and there will be a retail shop and classes. Fire Marshal/Building Inspector stated they will need a change of occupancy permit and plan review will happen to ensure they will meet all requirements. Alderman DiFonzo stated he has concerns with it being close to residential for noise and safety issues. Mrs. Straight stated they are not uncommon in residential areas as they are quite with the infrastructure required to be put in and there will also be a viewing area that will assist in being a sound barrier. Alderman Koffler stated he has been to the shooting range in Billings and you can not hear it when walking up to the building. Alderman DiFonzo asked if the neighbors would have input and Alderwoman Christensen stated that would be in the zoning process. City Attorney Kalil stated they could do a conditional approval that it meets all change of use and zoning requirements, but no public hearing is generally needed. Alderwoman Christensen glad to fill up the empty building.

Motion was made to approve with the condition that they meet all change of use and zoning regulations.

Motion made by Alderman Koffler, Seconded by Alderwoman Rasmussen.

Voting Yea: Alderman Koffler, Alderwoman Rasmussen, Alderwoman Godfrey, Alderwoman Christensen

Voting Nay: Alderman DiFonzo

6. Public Hearing

Nothing.

7. Mayor Norby

Mayor Norby announced he and Clerk/Treasurer Chamberlin will be participating in a Chamber Power Hour tomorrow morning hosted by the Sidney Chamber or Commerce, speaking with Richland County on the Local Government Review question that is currently on the ballot.

8. Committee Meeting Work

a. Budget and Finance Committee-TBID Grant expenditures in FY23-24

Alderwoman Christensen stated the Budget and Finance Committee met and reviewed the proposal to expend the \$10,000 TBID grant for lap lane lines, chairs and umbrellas in this fiscal

year so that the items are here for the current pool season, and they have recommended approval.

Motion was made to approve.

Motion made by Alderwoman Christensen, Seconded by Alderman Koffler.

Voting Yea: Alderman Koffler, Alderwoman Rasmussen, Alderman DiFonzo, Alderwoman Godfrey, Alderwoman Christensen

b. Budget and Finance Committee-Nuisance Fund creation and transfer into from Oil and Gas Fund of \$50,000

Alderwoman Christensen stated the Budget and Finance Committee met and reviewed the request to start a Nuisance Fund in FY24-25, with a transfer of a minimum of \$50,000 being transfer into it from the Oil and Gas Fund to start the fund. She stated by approving it now separate from the budget, which will not be approved until August, those funds can start to be used in July and not have to wait to continue to clean up the nuisance properties and the Budget and Finance Committee recommended approval.

Motion was made to approve.

Motion made by Alderwoman Christensen, Seconded by Alderman Koffler.

Voting Yea: Alderman Koffler, Alderwoman Rasmussen, Alderman DiFonzo, Alderwoman Godfrey, Alderwoman Christensen

c. Budget and Finance Committee-FY24-25 Budget/Payroll

Alderwoman Christensen stated the Budget and Finance Committee met and starting reviewing the FY24-25 payroll, which they will continue to do at the upcoming meeting.

d. Budget and Finance Committee Meeting May 22nd at 5:30pm-FY24-25 Budget

Alderwoman Christensen announced the Budget and Finance Committee will be meeting on Wednesday May 22nd, 2024 at 5:30pm to continue to review the FY24-25 payroll.

e. Call for Park and Recreation Committee Meeting-Sidney Tiger Sharks Bulkhead

Clerk/Treasurer Chamberlin asked for a Park and Recreation Committee meeting be scheduled to review the proposal of the Sidney Tiger Sharks and Interstate Engineering pertaining to their existing bulkhead. PWD Hintz asked that pickleball be also added to this agenda.

The Park and Recreation Committee meeting was scheduled for May 28th, 2024 at 5:30pm.

9. Alderman Requests and Committee Reports

Parks and Recreation – Chairman DiFonzo – Christensen, Stevenson | **Water and Sewer** – Chairman Koffler – Godfrey, Christensen

Street and Alley – Chairman Christensen– DiFonzo, Rasmussen | **Sanitation** – Chairman Rasmussen – Koffler, Stevenson

City Buildings & Street Lighting – Chairman Stevenson– Koffler, Godfrey | **Police and Fire** – Chairman Godfrey, DiFonzo, Rasmussen

Budget and Finance – Chairman Christensen – DiFonzo, Koffler

Alderwoman Godfrey stated she had a request of local business on west main for the City to paint stripes on side of road for parking, as people have been being inconsiderate with the limited parking. PWD Hintz stated they have ordered paint and will be painting soon and will look into this. Alderman DiFonzo asked what specifically they are requesting, and Alderwoman Godfrey stated for the spaces clearly identified.

10. Unfinished Business

Nothing.

11. New Business

a. Waive Building Permit #2024-058 Fee for \$916.31-Richland County Nutter Building

Commissioner Mitchel stated Richland County is requesting the waiving of the building permit for the Nutter building remodel. This permit fee will be \$916.31.

Motion was made to approve.

Motion made by Alderwoman Christensen, Seconded by Alderman DiFonzo.

Voting Yea: Alderman Koffler, Alderwoman Rasmussen, Alderman DiFonzo, Alderwoman Godfrey, Alderwoman Christensen

b. FY24-25 Fire Department Worker's Compensation Presumptive Coverage

Clerk/Treasurer Chamberlin stated the FY24-25 Fire Department Worker's Compensation Presumptive Coverage quote for this year is \$113.50/firefighter, which is up from the \$108 last year. She stated there is currently 25 volunteer firefighters, so the total cost for FY24-25 would be \$2,837.50.

Motion was made to approve.

Motion made by Alderwoman Godfrey, Seconded by Alderwoman Rasmussen.

Voting Yea: Alderman Koffler, Alderwoman Rasmussen, Alderman DiFonzo, Alderwoman Godfrey, Alderwoman Christensen

12. City Planner

Nothing.

13. City Attorney

City Attorney Kalil stated he appreciates the creation of the Nuisance Fund to get properties taken care of next fiscal year.

a. Ordinance 599-Adopting Zoning Code 2024 (2nd Reading)

City Attorney Kalil read Ordinance 599, adopting the updated zoning code, out loud for the second reading.

Motion was made to approve.

Motion made by Alderman DiFonzo, Seconded by Alderman Koffler.

Voting Yea: Alderman Koffler, Alderwoman Rasmussen, Alderman DiFonzo, Alderwoman Godfrey, Alderwoman Christensen

14. Chief of Police

a. April 2024 Police Department Report

Chief Kraft provided the April 2024 Police Department Report. He informed the City Council that Officer Jonathan Ryal has returned to the department, starting the previous week.

15. Public Works Director

a. April 2024 Public Works Report

PWD Hintz provided the April 2024 Public Works Department Report. PWD Hintz stated the pool is being filled, they will be doing the 6th Street SW streets improvements, the parks are getting ready for Memorial Day and softball field playground equipment is installed. Alderman DiFonzo asked if the net was going to be installed above the equipment and PWD Hintz stated some are saying no net is needed. Alderman DiFonzo stated it was part of the requirements and Alderwoman Christensen agreed, PWD Hintz stated he will get it installed.

16. Fire Marshal/Building Inspector

a. April 2024 Fire Run Report

Fire Marshal/Building Inspector Rasmussen provided the April 2024 Fire Run Report. He stated the Firemans Breakfast was the previous Sunday and it went very well.

17. City Clerk/Treasurer

a. April 2024 Treasurer's Report

Clerk/Treasurer Chamberlin provided the April 2024 Treasurer's Report.

b. April 2024 JV Report

Clerk/Treasurer Chamberlin provided the April 2024 JV Report.

Motion was made to approve.

Motion made by Alderwoman Christensen, Seconded by Alderwoman Rasmussen.

Voting Yea: Alderman Koffler, Alderwoman Rasmussen, Alderman DiFonzo, Alderwoman Godfrey, Alderwoman Christensen

c. April 2024 Water/Sewer Bank Transfer of \$143,784.02

Clerk/Treasurer Chamberlin provided the April 2024 Water/Sewer Transfer of \$143,784.02.

Motion was made to approve.

Motion made by Alderwoman Rasmussen, Seconded by Alderman Koffler.

Voting Yea: Alderman Koffler, Alderwoman Rasmussen, Alderman DiFonzo, Alderwoman Godfrey, Alderwoman Christensen

18. Consent Agenda

Motion was made to approve the claims and building permits.

Motion made by Alderman Koffler, Seconded by Alderwoman Godfrey.

Voting Yea: Alderman Koffler, Alderwoman Rasmussen, Alderman DiFonzo, Alderwoman Godfrey, Alderwoman Christensen

a. Claims to be approved: \$63,038.44

b. Building Permits to be approved: 2024-68, 69, 71 and 73; RC2024-23 to 25

19. Adjournment

at 7:01 pm.



City of Sidney, MT
 Budget and Finance Committee Meeting
 May 22, 2024 5:30 PM
 115 2nd Street SE | Sidney, MT 59270

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Alderman Present: Christensen, DiFonzo and Koffler

Others Present: Mayor Norby, Chief Kraft, PWD Hintz and Clerk/Treasurer Chamberlin

1. New Business

a. FY24-25 Payroll

Clerk/Treasurer Chamberlin stated after the previous meeting she created a starting wage analysis for the public works, broken down by department and position, that gives a starting wage range. She stated by establishing positions, instead of new employee author letters stating they will get wage increases for certifications, it will now state they will get promoted appropriately per certification and then they will be increased to those starting wage ranges. She stated the starting wage ranges she provided are within the bounds of current employees wages, causing no budget increase to implement, except for two new employees who would need a slightly higher increase.

Alderman Koffler stated he had contacted the Billings Public Works department and inquired on their starting wages and they said they have been having the same issue with hiring public works employees and have also had to look at their starting wages. He stated starting July 1st a CDL certified employee starting wage will be \$23-\$29/hour and water operators will start between \$26-\$34/hour. Alderwoman Christensen stated she reviewed the MLCT 2022 Salary Survey and she feels the proposal presented is on average with other municipalities of our size and is a good

starting point. Clerk/Treasurer Chamberlin stated the budgeted increase would be applied to the starting wages in upcoming fiscal years.

Alderman DiFonzo agreed that the starting wages presented are decent and they do get increases or promotions to get higher salaries.

Clerk/Treasurer Chamberlin stated there is the 1.6% increase on the health insurance premium, that in the past the City has covered. She stated there is also increases on the max contribution and deductables this year that the employees will be required to cover.

Motion was made to recommend the City cover the 1.6% health insurance premium by Alderman DiFonzo and seconded by Alderman Koffler. All present voted aye.

Motion was made to recommend approval of the starting wage analysis for the non-police City employees by Alderwoman Christensen and seconded by Alderman DiFonzo. All present voted aye.

Clerk/Treasurer Chamberlin stated the final part to be approved is the amount of the max increase for FY24-25. She provided the information for a 3.2% increase, based of the social security increase, and a 4.1% increase, based of the price index and MACO increase. She then reviewed the budget for all funds with those increases.

Motion was made to recommend approval of the max increase for the FY24-25 budget to be 4.1%.

In discussion Alderwoman Christensen stated the 4.1% is the max increased allowed depending on individual evaluations.

Motion made by DiFonzo, Seconded by Koffler.
Voting Yea: Christensen, Koffler, DiFonzo



City of Sidney, MT
 Park and Recreation Committee Meeting
 May 28, 2024 5:30 PM
 115 2nd Street SE | Sidney, MT 59270

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Alderman Present: DiFonzo, Christensen and Stevenson

Other's Present: Mayor Norby, PWD Hintz, Clerk/Treasurer Chamberlin, Jordan Mayer (Interstate Engineering), Pete Erickson (Sidney Tiger Sharks), Jodi Wells (Round-up), Randy Iversen (Sidney Tiger Sharks)

1. New Business

a. Tiger Sharks Swim Team Bulkhead

PWD Hintz stated Interstate Engineering met at the pool along with himself and the Sidney Tiger Sharks Swim Team to look at the current bulkhead and where it sits on the dock to see if the current bulkhead can be retrofitted to not cause damage to the stainless-steel gutter and if Interstate Engineering could perform a load rating analysis and structural analysis to ensure the use of it will be safe. Mr. Mayer stated Interstate Engineering is willing to do the load rating analysis and make recommendations for any modifications. Mr. Mayer stated they are now seeking concurrence of the Committee and City Council that the current bulkhead could continue to be used if the load rating analysis determines it is safe and/or it is repaired to have a safe load rating and also to modify the arms of the bulkhead so that any loads from the arms will be placed on the concrete slab-on-grade deck beyond the expansion joint of the gutter section.

Mayor Norby stated he feels getting the load rating is most important and that he does not see how the bulkhead is affecting the gutter. PWD Hintz stated he agrees but it is important to have an engineer review it.

Alderman DiFonzo asked if they are looking for approval to move forward with possibly continuing the use of the current bulkhead should the load rating analysis be done and Mr. Mayer stated yes, once the analysis is done the City can review it.

Motion was made to approve.

Motion made by Christensen, Seconded by Stevenson.
Voting Yea: DiFonzo, Christensen, Stevenson

b. Pickleball Courts

PWD Hintz stated after the last meetings pertaining to pickleball at the tennis courts, he asked Interstate Engineering to do a cost estimate. To completely redo two of the tennis courts and make them into 6 pickle ball courts the estimated cost is \$1,077,000 and then to redo the other two tennis courts it would cost another \$945,000. Mr. Mayer stated they based these costs off a project done in the last couple of years in Jamestown where they installed 6 pickleball courts. He stated these cost estimates are the Cadillac versions and can be pared down as the city see's fit, but that would happen in the design of the project after contracts are established.

Clerk/Treasurer Chamberlin stated after the \$75,200 transfer this fiscal year, there will be approximately \$155,500 available in the tennis court CIP. Alderman DiFonzo asked if there are grants available and PWD Hintz stated the original tennis court project in the 90's was paid for by a grant through Fish Wildlife and Parks, but that total project cost was \$150,000.

The Committee reviewed with Mr. Iverson and discussed possible ways to cut the project, including the possibility of the city doing some of the work. Mr. Iverson stated having the numbers for the cost gives the pickleball group a starting point for local fundraising, which he said they do have some interest in. PWD Hintz stated the FWP grant would not be available to apply for until 2025 and funding would not be until 2026, to which Mr. Iverson stated they would like to see the project completed before that hopefully started next spring for the soonest. Mr. Mayer stated there are also local recreation grants, but those are usually small. Mr. Iverson also stated that they would like to see lights, restrooms and the parking lot paved at this location and PWD Hintz stated they City has designs for bathrooms but that current cost is \$250,000 and the City could pave the parking lot for \$15-20,000.

Mr. Iverson stated he will discuss these cost estimates with the pickleball group and report back to the Park and Recreation Committee.

Adjourned at 6:03pm.

RESOLUTION 3929

Item b.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIDNEY, MONTANA,
ESTABLISHING SALARIES AND HOURLY WAGES FOR OFFICERS OF THE CITY OF
SIDNEY FOR FISCAL YEAR 2024-2025**

**IT IS HEREBY RESOLVED BY THE CITY COUNCIL THAT THE SALARIES OR
HOURLY WAGE FOR THE OFFICERS OF THE CITY OF SIDNEY FOR FISCAL YEAR
2024-2025, BEGINNING JULY 1, 2024 ARE AS FOLLOWS:**

- Office of Director of Public Works..... \$ 7,324.88 / Month
- Office of Water Commissioner..... \$ 6,647.50 / Month
- Office of Sewer Commissioner..... \$ 5,176.90 / Month
- Office of City Clerk/Treasurer..... \$ 7,066.53 / Month
- Office of Chief of Police..... \$ 7,857.22 / Month
- Office of Fire Marshall/Building Inspector..... \$ 6,104.29 / Month
- Office of Mayor..... \$ 2,000.00 / Month
- City Council Member..... \$ 125.00 / Meeting

**IT IS FURTHER RESOLVED BY THE CITY COUNCIL THAT THE HOURLY
WAGE STATED HEREIN OF FOR FISCAL YEAR 2024-2025, COMMENCING JULY 1,
2024, FOR ALL REGULAR CITY OF SIDNEY STAFF UP TO A 4.1% WAGE INCREASE,
BASED OFF OF EMPLOYEE EVALUATIONS AND OTHER INCREASES AS
DESIGNATED BY THE CITY COUNCIL.**

**PASSED, APPROVED and ADOPTED by the City Council this ____day of June,
2024.**

Mayor

ATTEST: _____
City Clerk/Treasurer

Return to:

Richland County Commissioners
201 West Main
Sidney, MT 59270

**INTERLOCAL AGREEMENT FOR
Richland County, Montana Road
Improvements – 2024**

1. Parties and Date

THIS AGREEMENT made and entered into this _____ day of _____, 2024, between RICHLAND COUNTY, MONTANA, a political subdivision and body politic and corporate of the State of Montana, 201 West Main Street, Sidney, Montana 59270, and CITY OF SIDNEY, MONTANA, a municipal corporation and a political subdivision of the State of Montana, 115 Second Street SE, Sidney, Montana 59270,

WITNESSETH :

2. Recitals

WHEREAS, Article 11, Section 7 of the Constitution of the State of Montana (1972), provides that a local government unit may cooperate in the exercise of any function, power, or responsibility; share the services of any officer or facilities; and transfer or delegate any function, power, responsibility, or duty of any officer to one or more other local government units, school districts, the state, or the United States; and

WHEREAS, it is the purpose of the Interlocal Cooperation Act, Title 7, Chapter 11, Part 1, Montana Code Annotated, to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other local governmental units on the basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to the forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, § 7-11-104, M.C.A. authorizes one or more public agencies to contract with any one or more other public agencies to participate in the provision or maintenance of any public infrastructure facility, project, or service; and

WHEREAS, § 7-11-104, M.C.A. requires that the contract must be authorized and approved by the governing body of each party to the contract; and

WHEREAS, § 7-11-104, M.C.A. requires that the contract must outline fully the purposes, powers, rights, obligations, and responsibilities of the contracting parties; and

WHEREAS, an interlocal agreement authorized by 7-11-104 must specify the detailed content enumerated in § 7-11-105, M.C.A., and

WHEREAS, an interlocal agreement made pursuant to the Act must be filed with the county clerk and recorder of the county or counties where the political agencies are situated, and with the secretary of state, pursuant to § 7-11-107, M.C.A.;

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and agreements hereinafter set forth, the parties recite their agreement as follows:

3. City-County-State Memorandum of Agreement

Contemporaneously herewith the City, County, and State of Montana are entering into a “City/County/State Memorandum of Agreement **Richland County, Montana Road Improvements – 2024** Richland County and Sidney MT for Engineering, Construction, Observation, Testing, Inspection & Maintenance,” which is incorporated herein by reference.

4. Up-front Funding by County

Richland County shall make the payments called for by the city-county-state agreement.

5. Periodic Refunding by City

As a means of refunding the amounts paid by Richland County, the City shall reimburse the County for all services contracted for the Richland County, Montana Road Improvements – 2024 project per the following conditions: 1) The City shall reimburse the County for all engineering and construction administration services based on the percentage of actual completed construction costs. 2) The City shall reimburse the County for all completed construction costs for the work completed within the City Limits. 3) One lump sum reimbursement request will be submitted to the City upon completion of the project.

6. Declarations required by § 7-11-105

1. **Term.** The duration of this agreement shall be a term of 18 months and until all periodic refunding shall have been accomplished as provided herein.
2. **No Separate Entity.** No separate legal entity is created by this contract.
3. **Purpose.** The purpose of this contract is to make the most efficient use of the powers of each of the parties by cooperating with each other on the basis of mutual advantage for the best value, safety of their streets, roads, and highways.
4. **Special Financing.** The sole separate, special, or additional budgeting or financing needed is as set forth in the city-county-state agreement and paragraphs 4 and 5 of this

agreement.

- 5. **Disposition of Property.** Each party shall continue to separately own its own respective property used in connection with this agreement, and upon partial or complete termination of this agreement, there will be no need for disposing of any property.
- 6. **No Joint Administration.** No joint administrator or board is being established for the undertaking.
- 7. **No Additional Property.** No real or personal property will be acquired, held, or disposed of for the undertaking.
- 8. **Reports and Retirement Contributions.** Each party remains separately responsible for reports and payment of retirement system contributions for its own respective employees.
- 9. **No Employment.** There is no employment of any person under § 7-11-105(9) pursuant to this agreement.

7. Miscellaneous Provisions

A. Notices. Any notice or communication with respect to this agreement shall be deemed sufficiently given if sent by registered or certified mail, postage prepaid and properly addressed as follows:

RICHLAND: Board of County Commissioners
201 West Main
Sidney, Montana 59270

SIDNEY: Mayor and Council
115 Second Street SE
Sidney, Montana 59270

and shall be deemed to have been delivered as of two (2) days following the date so mailed. Either party may change its address for the purposes of this paragraph by giving notice of the change to the other party in the above-described manner for giving notice.

B. Merger and Entire Agreement. The results of all negotiations between the parties leading to the execution of this agreement to the extent that agreement was reached between the parties are expressed in this agreement and the documents and papers executed in accordance with its provisions (collectively referred to as "these papers"). These papers embrace and include the entire transaction between the parties. There have been no representations, covenants, conditions, warranties or agreements between the parties except those expressed in these papers.

C. Modifications. No modification of this agreement may be effective for any purpose unless the modification shall be memorialized in a signed and notarized written agreement entered into by all of the parties.

D. Relationship of Parties. Nothing contained in this agreement shall be deemed or

construed (either by the parties hereto or by any third party) to create the relationship of principal and agent or create any partnership, joint venture, or other association between the parties.

E. Counterpart Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. The counterparts of this agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

8. Execution and Acknowledgment

IN WITNESS WHEREOF, the parties have executed this instrument this _____ day of _____, 2024.

RICHLAND COUNTY, MONTANA

(s e a l)

By _____
LOREN YOUNG, Chairman
Board of County Commissioners

ATTEST:

STEPHANIE VERHASSELT
County Clerk

CITY OF SIDNEY, MONTANA

(s e a l)

By _____
RICK NORBY, Mayor

ATTEST:

JESSICA CHAMBERLIN
City Clerk

STATE OF MONTANA)
) ss.
County of Richland)

On this _____ day of _____, 2024, before me, the undersigned Notary Public for the State of Montana, personally appeared LOREN YOUNG, Chairman of the Board of County Commissioners of Richland County, Montana, and STEPHANIE VERHASSELT, County Clerk and Recorder of Richland County, Montana, to me personally known, and who did each acknowledge to me that they did respectively execute the within instrument by authority of the order of the Board of County Commissioners duly made and entered.

(notary seal)

Notary Public for the State of Montana, residing at
Sidney, Montana. My commission expires:
_____.

STATE OF MONTANA)
) ss.
County of Richland)

On this _____ day of _____, 2024, before me, the undersigned Notary Public for the State of Montana, personally appeared RICK NORBY, Mayor of Sidney, Montana, and JESSICA CHAMBERLIN, City Clerk of Sidney, Montana, to me personally known, and who did each acknowledge to me that they did respectively execute the within instrument by authority of the order of the City Council of the City of Sidney duly made and entered.

(notary seal)

Notary Public for the State of Montana, residing at
Sidney, Montana. My commission expires:
_____.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between City of Sidney (Owner) and
Interstate Engineering, Inc. (Engineer).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as:
2024 City-Wide Chip Seals (Project).

Engineer's services under this Agreement (Services) are generally identified as:
Design and bidding services (Services).

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.
- B. Engineer's services under this Agreement are identified as follows:
 - 1. Provide applicable Plan Sheets and Specifications for reconstruction of selected areas and surfacing of approximately 5 miles of City streets as Shown in Appendix 2. Applicable Plans and Specifications will be incorporated into the Construction Documents for Richland County's 2024 County Road Improvements Project.
 - a. Patching quantities for the project will be measured in the field and verified with the Owner.
 - b. Surfacing quantities for the project will be estimated using aerial imagery.
 - c. Design standards for the Project: AASHTO Green Book, AASHTO Low Volume Roads, MDT Standard Specifications, MPWSS.
 - d. Engineer will break the Project into the schedules to allow the Owner flexibility to award portion of the Project within their budget, if needed.
 - 2. Meeting with the Owner to review 95% Construction Documents.
 - 3. Provide assistance during the bidding process, review submitted bids for general concurrence, and provide a recommendation of Project Award to the Council
- C. The following is excluded from the Engineer's Services
 - 1. Permitting

2. Easements
3. SWPPP
4. Traffic Control Plan
 - a. The Contractor will submit a traffic control plan. The traffic control plan will be reviewed and approved by the Owner prior to construction.
5. Construction Engineering Services
 - a. After the Project is awarded, the Engineer will provide a Contract Amendment for Construction Engineering Services

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer has tentatively scheduled a bid opening for January 2024 with Construction anticipated in the Summer/Fall 2024.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments.

If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of **10%**.
- E. Basis of Payment
 - 1. Hourly Rates. Owner shall pay Engineer for Services as follows:
 - a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.
 - b. Engineer's Standard Hourly Rates are attached as Appendix 1.
 - c. The total compensation for Services and reimbursement of expenses is estimated to be **\$15,000.00**.
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

5.01 Termination

A. Termination for Cause

- 1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently

attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.

- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state in which the Project is located.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating

to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: Appendix 1: Engineer's Standard Hourly Rates, Appendix 2: City Streets Map

This Agreement's Effective Date is November 27, 2023.

Owner:

City of Sidney

(name of organization)

By: 

(authorized individual's signature)

Date: 12/5/23

(date signed)

Name: Rick Norby

(typed or printed)

Title: Mayor

(typed or printed)

Address for giving notices:

115 2nd St SE, Sidney, MT 59270

Designated Representative:

Name: Jeff Hintz

(typed or printed)

Title: Director of Public Works

(typed or printed)

Address:

115 2nd St SE, Sidney, MT 59270

Phone: 406.433.2809

Email: publicworks@cityofsidneymt.com

Engineer:

Interstate Engineering, Inc.

(name of organization)

By: 

(authorized individual's signature)

Date: 11/28/2023

(date signed)

Name: Jordan Mayer

(typed or printed)

Title: Office Manager

(typed or printed)

Address for giving notices:

PO Box 648, Sidney, MT 59270

Designated Representative:

Name: Ryan Kopp

(typed or printed)

Title: Project Manager

(typed or printed)

Address:

PO Box 648, Sidney, MT 59270

Phone: 406.433.5617

Email: Ryan.kopp@interstateeng.com

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated November 27, 2023.

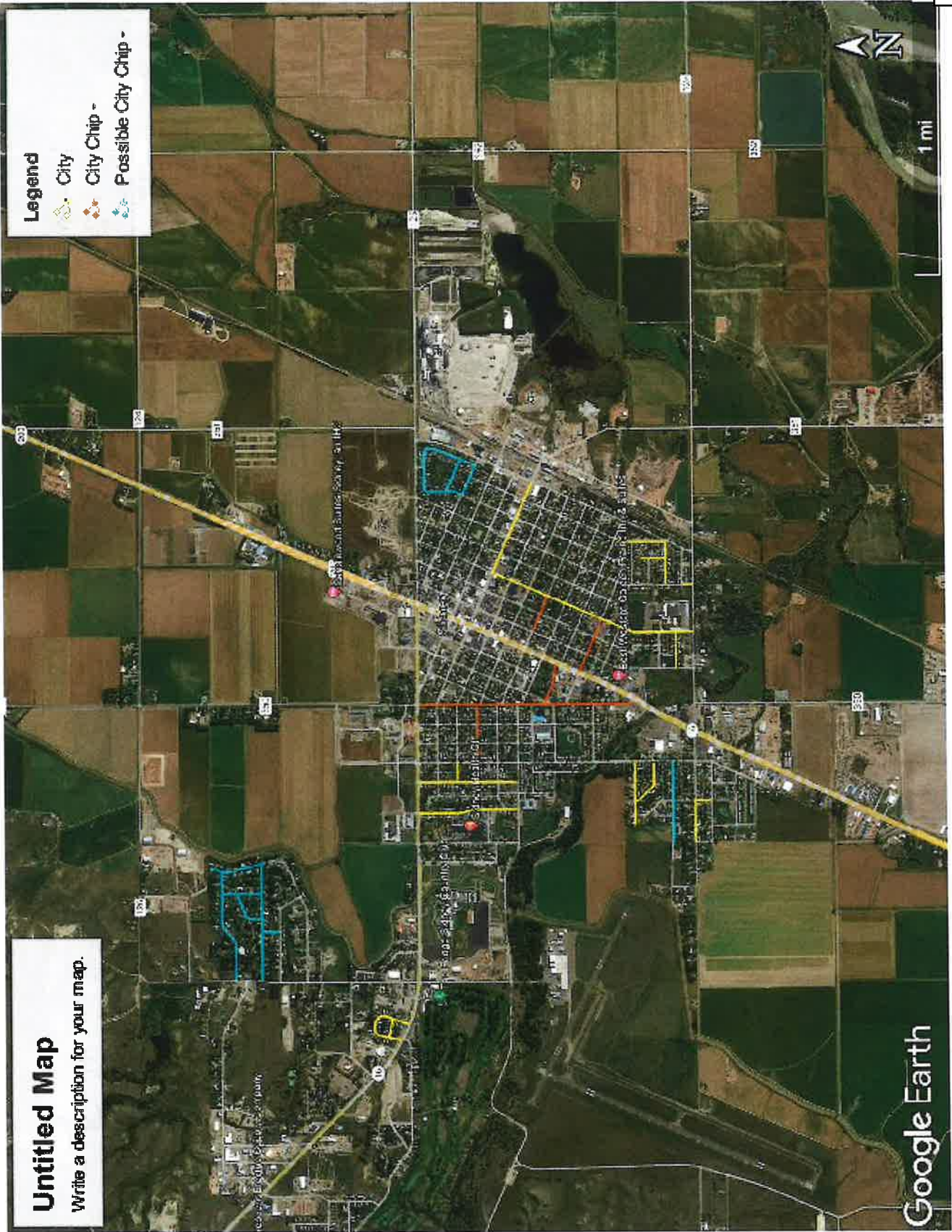
SCHEDULE OF RATES
ATTACHMENT #1
(Effective 1/22/2023)

	<u>Hourly Rate</u>		<u>Hourly Rate</u>
<u>Engineers</u>		<u>Technicians</u>	
ENG I	\$ 125.00	TECH I	\$ 80.00
ENG II	\$ 140.00	TECH II	\$ 95.00
ENG III	\$ 155.00	TECH III	\$ 110.00
ENG IV	\$ 170.00	TECH IV	\$ 125.00
ENG V	\$ 185.00	TECH V	\$ 140.00
ENG VI	\$ 200.00	TECH VI	\$ 155.00
ENG VII	\$ 215.00	TECH VII	\$ 170.00
ENG VIII	\$ 230.00	TECH VIII	\$ 185.00
ENG IX	\$ 245.00	TECH IX	\$ 200.00
ENG X	\$ 260.00	TECH X	\$ 215.00
<u>Surveyors</u>		<u>Planners</u>	
SURV I	\$ 100.00	PLANNER I	\$ 110.00
SURV II	\$ 115.00	PLANNER II	\$ 135.00
SURV III	\$ 130.00	PLANNER III	\$ 165.00
SURV IV	\$ 145.00	PLANNER IV	\$ 185.00
SURV V	\$ 160.00	PLANNER V	\$ 210.00
SURV VI	\$ 175.00		
SURV VII	\$ 190.00	<u>Administrative</u>	
SURV VIII	\$ 205.00	ADMIN I	\$ 80.00
SURV IX	\$ 220.00	ADMIN II	\$ 90.00
SURV X	\$ 235.00		
<u>Expert Witness</u>	\$ 300.00	<u>Information Technologists</u>	
		IT I	\$ 135.00
		IT II	\$ 185.00

CHARGEABLE EXPENSES

Subsistence	Actual cost	Travel Vehicle.....	\$0.78 per mile
Subconsultant Services – Geotechnical	Actual cost plus 15%	Survey Vehicle	\$0.88 per mile
Subconsultant Services – Other	Actual cost plus 10%	ATV	\$75.00 per day
Survey Materials Required.....	Actual cost plus 25%	ATV with Tracks	\$125.00 per day
Plat Certification per Certification	\$35.00	UTV.....	\$150.00 per day
Recordation per Monument	\$35.00	UTV with Tracks.....	\$200.00 per day
24" x 36" Prints per Page	\$9.00	Snowmobile	\$200.00 per day
Other Miscellaneous Project Expenses	Actual cost		

ANY AND ALL SALES AND USE TAX, TERO OR OTHER SPECIAL FEES WHICH APPLY TO THIS CONTRACT.



Change Order No. 1

Date of Issuance: <u>4/30/24</u>	Effective Date: <u>4/30/24</u>
Owner: <u>Richland County, Montana</u>	Owner's Contract No.:
Contractor: <u>Knife River Corporation – North Central</u>	Contractor's Project No.:
Engineer: <u>Interstate Engineering, Inc.</u>	Engineer's Project No.: <u>WR23-00-079</u>
Project: <u>2024 Richland County Road Improvements</u>	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: Replace Item 103 1/2" Chip with 3/8" Chip in Schedule 14


Attachments: *Email from Rob Burrill dated April 9, 2024.*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$ 4,948,559.01</u>	Original Contract Times: Substantial Completion: <u>September 1, 2024</u> Ready for Final Payment: <u>September 30, 2024</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : <u>\$ N/A</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: _____ days
Contract Price prior to this Change Order: <u>\$ 4,948,559.01</u>	Contract Times prior to this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: _____ days or dates
Increase of this Change Order: <u>\$ 11,318.10</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: <u>\$ 4,959,877.11</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 1, 2024</u> Ready for Final Payment: <u>September 30, 2024</u> days or dates

RECOMMENDED:

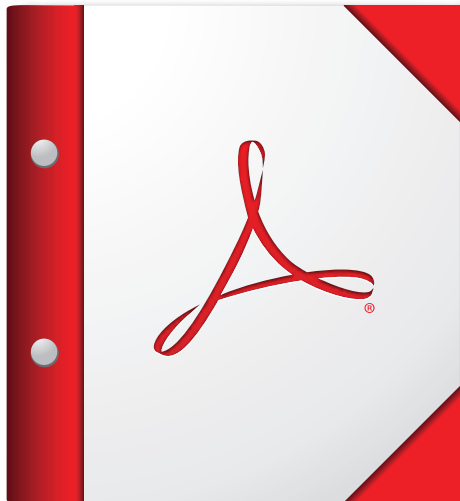
ACCEPTED:

ACCEPTED:

By: 
 Title: Client Manager
 Date: 4/30/24

By: _____
 Title: _____
 Date: _____

By: _____
 Title: _____
 Date: _____



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05/31/24
11:55:24

CITY OF SIDNEY
Claim Approval List
For the Accounting Period: 5/24

Page: 1 of 4
Report ID: AP100

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
42587		570 INTERNAL REVENUE SERVICE	146.58					
	CP171	05/27/24 2021 941 FORM	146.58			1000 410550	300	101000
42588		634 BIG SKY FIRE EQUIPMENT	16.00					
	504204	05/09/24 LETTERING FOR HELMET	16.00			1000 420400	300	101000
42589		1449 ROUGH CUT, LLC	310.00					
	2024-01	05/11/24 MOWING LOTS- ASTER & SUNFLOWE	310.00			2584 430200	300	101000
42590		263 BOSS INC.	203.25					
	624329-0	05/06/24 LARGE FORMAT PRINT	12.49			4010 470100	920	102000
	621502-0	04/23/24 SANDISK 32GB	50.97			1000 420400	200	101000
	622741-0	04/29/24 CANNON COPY COUNT	139.79			1000 411200	300	101000
42591	E	492 USDA RURAL DEVELOPMENT	3,767.00					
	06/18/24	PRINCIPAL- JUNE 2024	1,726.33*			5210 490520	610	102000
	06/18/24	PRINCIPAL- JUNE 2024	2,040.67			5210 490520	620	101000
42592		756 AMERICAN WELDING & GAS, INC.	86.86					
	0010112731	05/15/24 OXYGEN TANK	86.86			2565 430200	200	101000
42593		841 SAFEGUARD BUSINESS SYSTEMS	2,030.56					
	9004786291	05/21/24 UTILITY POSTCARDS	1,015.28			5210 430500	300	101000
	9004786291	05/21/24 UTILITY POSTCARDS	1,015.28			5310 430600	300	101000
42594		843 HANSON INDEPENDENT	7,050.00					
	21	05/20/24 LINCOLN AVE-MANHOLE	4,200.00			5310 430600	931	101000
	22	05/20/24 7TH AVE NW- WATER SERVICE	2,850.00			5210 430500	931	101000
42595		131 SELBY'S	648.04					
	1018442	05/16/24 SERVICE JEFF CANNON PLOTTER	648.04			1000 411200	300	101000
42596		1185 SWANSTON EQUIPMENT CORP	2,400.00					
	R08773	05/06/24 CIMLINE MELTER RENTAL	2,400.00*			2820 430200	200	101000
42597		1328 RICHLAND YELLOWSTONE MFG., INC.	200.00					
	38410	05/29/24 REPAIR TARP FOR SWIMMING POOL	200.00			1000 460445	300	101000
42598		470 AGRI INDUSTRIES INC.	23.45					
	CS-022579	05/24/24 FAUCET SUPPLY LINE & UNION	23.45*			1000 460445	200	101000

05/31/24
11:55:24

CITY OF SIDNEY
Claim Approval List
For the Accounting Period: 5/24

Page: 2 of 4
Report ID: AP100

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
42599		1358 JOE JOHNSON EQUIPMENT	127.84			5710 430252	200	101000
	P01876	05/23/24 PLATE WELDMENT	127.84					
42600		25 AUTO VALUE PARTS STORE	23.48			2565 430200	200	101000
	440107937	05/02/24 SWIVEL & GLOVES	23.48					
42601		1125 SIDNEY HERALD	103.81			1000 410540	300	101000
	D8798BC7	05/15/24 AUDIT PUBLICATION	103.81					
42602		1406 ACE HARDWARE	751.89			4010 470100	920	102000
	007444	04/30/24 RIVER ROCK & CHESTNUT	71.48			5310 430600	200	101000
	007424	04/30/24 MENS MUCKBOOTS	169.00			1000 460430	200	101000
	007422	04/30/24 CITY PARK SUPPLIES	248.44			5310 430600	200	101000
	007624	05/06/24 ZIPLOC BOXES & HOSE	23.26			1000 460430	200	101000
	007688	05/08/24 BOLTS	21.86			5310 430600	200	101000
	007713	05/09/24 HOSE & BATTERY	74.98			5210 430500	200	101000
	007944	05/17/24 WATER PITCHER	29.99			1000 460445	200	101000
	008003	05/20/24 MINI FAN FOR RAKE	16.99*			2565 430200	200	101000
	008035	05/21/24 PAINT	59.94			5210 430500	200	101000
	008081	05/22/24 SS PIPE PLUGS	17.97			4010 470100	920	102000
	008128	05/23/24 COMMAND STRIPS	17.98					
42603		249 MID-RIVERS COMMUNICATIONS	525.05			NA 5210 430500	300	101000
	05/30/24	WATER- PHONE/INTERNET	87.57		NA	5310 430600	300	101000
	05/30/24	SEWER- PHONE/INTERNET	87.57		NA	5410 430830	300	101000
	05/30/24	CITY SHOP- PHONE/INTERNET	87.57		NA	1000 420400	340	101000
	05/30/24	FIREHALL- PHONE/INTERNET	87.57		NA	1000 411200	300	101000
	05/30/24	CITY HALL- PHONE/INTERNET	87.57		NA	1000 460445	300	101000
	05/30/24	SWIMMING POOL- INTERNET/PHONE	87.20					
42604		244 BADGER METER INC.	231.66			5210 430500	300	101000
	80161283	05/29/24 BEACON MOBILE HOSTING	115.83			5310 430600	300	101000
	80161283	05/29/24 BEACON MOBILE HOSTING	115.83					
42605		1085 VESTIS	322.98			5710 430252	300	101000
	2550319849	05/07/24 CITY SHOP RUGS CLEANED	161.49			5410 430830	300	101000
	2550325887	05/21/24 CITY SHOP RUGS CLEANED	161.49					
42606		1369 SDI ARCHITECTS & DESIGNS	3,273.00			2890 411850	300	101000
	2022007-00	04/30/24 SIDNEY CITY HALL REMODEL	3,273.00					

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CITY OF SIDNEY
Claim Approval List
For the Accounting Period: 5/24

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* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
42607		1207 BIG STATE INDUSTRIAL SUPPLY, INC	301.80					
	1560950	05/10/24 THREADED TAPE & SEALANT	60.36			5310 430600	200	101000
	1560950	05/10/24 THREADED TAPE & SEALANT	60.36			5210 430500	200	101000
	1560950	05/10/24 THREADED TAPE & SEALANT	60.36			5410 430830	200	101000
	1560950	05/10/24 THREADED TAPE & SEALANT	60.36			5710 430252	200	101000
	1560950	05/10/24 THREADED TAPE & SEALANT	60.36			2565 430200	200	101000
42608		207 HAWKINS INC	10.00					
	6757642	05/15/24 CHLORINE CYCLINDER	10.00			5210 430500	200	101000
42609		645 CM BUILT DOORS INC.	2,200.00					
	7484	05/24/24 12 FOOT COMMERCIAL DOOR OPEN	2,200.00*			1000 420100	940	101000
42610		155 KOHLER COMMUNICATIONS	5,406.00					
	30820	05/27/24 PATROL VEHICLE UPLIFT	5,406.00*			1000 420100	940	101000
42611		904 ADAMSON POLICE PRODUCTS	3,287.00					
	INV400688	09/07/23 FIREARMS, OPTICS, HOLSTERS	3,066.00			4020 420100	940	102250
	INV338769	11/03/20 HOLSTERS	221.00			4020 420100	940	102250
42612		1450 STRYKER SALES, LLC	1,560.00					
	9206175726	05/13/24 REPLACEMENT AED BATTERIES	1,560.00			1000 420100	200	101000
42613		1282 LEXIPOL LLC	1,424.05					
	IVCOR11236	06/01/24 LEXIPOL CORDICO WELLNESS S	1,424.05			1000 420100	300	101000
42614		1380 STROHMAN ENTERPRISE	6,154.91					
	241648	05/23/24 BREACHING KITS & PISTOL OPTICS	6,154.91			4020 420100	940	102250
42615		139 GALL'S LLC	41.39					
	027890039	05/08/24 NAME TAGS	41.39			1000 420100	200	101000
42616		1395 QUICK CHANGE OIL	139.00					
	51630	05/31/24 OIL CHANGE #7977	139.00			1000 420100	230	101000
42617		999999 BRETT NORBY	210.25					
	05/31/24	MEAL PER DIEM	210.25			2390 420100	300	101000
42618		999999 JOEL ROSALES	42.75					
	05/31/24	MEAL PER DIEM	42.75			2390 420100	300	101000

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CITY OF SIDNEY
Claim Approval List
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Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
42619		1396 CARGORAXX LLC	60.95					
	2444	05/08/24 SHIPPING ON CARGO ORGANIZER	60.95*			1000 420100	940	101000
42620	E	1038 WEX BANK	3,334.83					
	97222667	05/23/24 SPD FUEL- MAY 2024	3,334.83			1000 420100	230	101000
42621		445 EAGLE COUNTRY FORD	1,138.63					
	70580	05/20/24 TUNE UP, NEW SPARK PLUGS	387.58			1000 420150	300	101000
	70621	05/24/24 REAPLCE REAR BLOWER MOTOR	550.18			1000 420150	300	101000
	70620	05/24/24 AC REPAIR	200.87			1000 420100	230	101000
42622		263 BOSS INC.	93.33					
	628512-0	05/29/24 TONER	93.33			1000 420100	200	101000
42623		1236 DANA SAFETY SUPPLY, INC	99.00					
	910217	05/20/24 DOCKING STATION MOUNT	99.00*			1000 420100	940	101000
# of Claims			37	Total:				47,745.34
Total Electronic Claims			7,101.83	Total Non-Electronic Claims				40643.51

City Council Meeting 6-3-24

RC2024-5 ON HOLD
RC2024-10 ON HOLD
RC2024-11 ON HOLD
RC2024-12 ON HOLD
RC2024-21 ON HOLD
RC2024-26 ON HOLD

RC2024-27 Letherman 12235 Western St. Garage L45, B2, Sidney Circle 2

2024-1 ON HOLD
2024-3 ON HOLD
2024-26 ON HOLD
2024-33 ON HOLD
2024-34 ON HOLD
2024-46 ON HOLD
2024-58 ON HOLD
2024-59 ON HOLD
2024-70 ON HOLD
2024-72 ON HOLD

2024-74 Scheetz 519 2nd Ave SE Fence L8, B34, Kenoyer
2024-75 Morales 805 S Central Garage L5, B1, Banta CR
2024-76 Sidney Eye Care 124 S Central Ave New Roof L7, B14, Original
2024-77 Tjelde 340 21st Ave NW #33 Mobile Hom Fairground Add
2024-78 Becker Trust 110 10th Ave NW Fence L10, B01A, Nels 3rd Add
2024-79 Savage 1010 W Main St Fence L30, B-00B, Nels 3rd Add